

COMMERCIAL IN CONFIDENCE

Browne Jacobson
Mowbray House
Castle Meadow Road
Nottingham
NG2 1BJ

Our Ref: Bravo 21683
Date: 20 January 2015

FTAO Addressee

By Email to: [REDACTED]

Dear Sirs,

Award of contract for the supply of Provision of Civil Litigation Services to Marine Management Organisation (MMO)(Services)

Following your tender/proposal for the supply of the Services to the Department for Environment, Food and Rural Affairs (**Customer**), we are pleased to award this contract to you.

This letter (**Award Letter**) and its schedules set out the terms of the contract between the Customer and Browne Jacobson (**Contractor**) for the provision of the Services.

Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract attached to this Award Letter (**Conditions**).

If there is any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Contractor terms and conditions to this Agreement as they will not be accepted by the Customer and may delay the process.

For the purposes of the Agreement, the Customer and the Contractor agree as follows:

The charges for the Services shall be as set out in Schedule 2.

The specification of the Services to be supplied is as set out in Schedule 1.

The Term shall commence on the 26th of January 2015 and the Expiry Date shall be 30th of April 2015

The address for notices of the Parties are:

Customer

[REDACTED]

Attention: MMO Drafting and Advisory
Lawyer

Email:

[REDACTED]

Contractor

[REDACTED]

Email:

[REDACTED]

The following persons are Key Personnel for the purposes of the Agreement:

Name

Title

[REDACTED]

MMO Drafting and Advisory Lawyer

[REDACTED]

The Customer may require the Contractor to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Contractor shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a “**Relevant Conviction**”), or is found by the Contractor to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

Payment

All invoices should be sent, quoting a valid purchase order number (PO Number), to: SSCL, Lion House, Willowburn Trading Estate, Alnwick, Northumberland, NE66 2PF. Within [10] Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our

Accounts Payable section either by email to ssd.enquiries@defra.gsi.gov.uk or by telephone **0845 603 7262** between 09:00-17:00 Monday to Friday.

Liaison

For general liaison your contact will continue to be [REDACTED]
[REDACTED]

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to [REDACTED] at the above address **within [7]** days from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

[REDACTED]

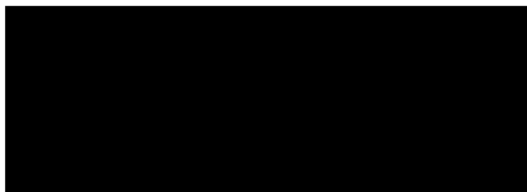
[REDACTED]
Category Manager
Department for Environment, Food and Rural Affairs
Procurement & Commercial Function
Room 401, Foss House, Kings Pool
1-2 Peasholme Green
York
YO1 7PX
[REDACTED]

e-mail: [REDACTED]

We accept the terms set out in this Award Letter and the Conditions.

SIGNED for and on behalf of **Browne Jacobson LLP**

Signature:

A large black rectangular box redacting the signature.

Name (block capitals):

A black rectangular box redacting the name.

Position:

PARTNER

Date:

15th April 2015

SCHEDULE 1:

SPECIFICATION OF SERVICES

The MMO Legal Team will instruct Browne Jacobson as required in relation to a particular Civil Litigation matter by way of individual call off agreement under this contract.

At the point of each commissioning, MMO will provide written instructions and a copy of all relevant documentation.

When called upon, Browne Jacobson will be required to provide the following range of services as appropriate:

- Nominate a suitably experienced person to have conduct of the litigation;
- Be responsible for day-to-day conduct of the Civil Litigation matter (under the direction of the MMO legal team);
- Correspond with Courts, Legal representatives, other parties, witnesses, MMO staff, etc. as required on behalf of the MMO;
- Prepare, file and serve relevant court documents;
- Prepare as appropriate for hearings, including the preparation of bundles;
- On request of, and in conjunction with the MMO Legal Team, prepare written legal arguments to support the litigation;
- Conduct all relevant hearings (including contested hearings);
- Instruct Counsel identified by the MMO legal team as required;
- Organise and attend case conferences;
- Provide administrative support as required to support any of the above
- Where appropriate, transfer of the matter back to the MMO Legal Team, or another named individual within MMO as instructed
- Maintain files in good order according to the requirements of the MMO Legal Team
- Comply fully with any audit undertaken by the MMO Legal Team. MMO Legal Team will provide 2 weeks' prior notice of any such audit
- No later than 2 working days following the end of the month, provide a bill of services provided in relation to that case for the preceding month. This invoice should be supported by a detailed breakdown of time spent and disbursements;
- Provide any other service reasonably required by the MMO to progress the matter.

Schedule 2

– Pricing Schedule

