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Registrant: BARTON, Jane

Email received: 03/03/2010 13:03:10

Sent From: [redacted] Code A

Subject: 100303 email from B&Mc with exhibit re Letter of assignment

From: Gesinde, Yindi [mailto:[redacted] Code A]
 Sent: 03 March 2010 12:12
 To: Rachael Martin
 Cc: Briony Mills; Ludlam, Joanna
 Subject: CHRE - Letter of assignment

Dear Rachael,

Please find enclosed a copy of the assignment letter concerning the Barton matter. The original will follow by post.

Kind regards,

Yindi

<<20100303100736728.pdf>>

Yindi Gesinde
 Legal Assistant
 Dispute Resolution Department
 Baker & McKenzie LLP
 100 New Bridge Street
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 Tel: +44 20 7919 1000
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3 March 2010

Our ref: TKC/JL/YXG

Direct line:	Code A
	Code A

Council for Healthcare Regulatory Excellence
1st Floor,
Kierran Cross
11 Strand
London
WC2N 5HR

Dear Sirs

ASSIGNMENT LETTER - DR JANE ANN BARTON

We are pleased that you have selected Baker & McKenzie LLP to act for the Council for Healthcare Regulatory Excellence (the "CHRE") in connection with providing advice and liaising with counsel ahead of the CHRE's section 29 case meeting to discuss the General Medical Council's Fitness to Practise Panel's decision in the case of Dr Jane Ann Barton (the "Assignment"). Due to the seriousness of Dr Barton's case, we have instructed counsel directly on this matter and have not reviewed the hearing transcripts or exhibits of Dr Barton's hearing ourselves. We have agreed with you that the advice we provide will be confined to providing comments on counsel's advice, in the form of a report before the case meeting. If the case meeting decides to refer the case, we are also engaged to advise and act in connection with those proceedings.

Staffing

I am the relationship partner in our London office in respect of the service which we provide to the CHRE. It is anticipated that Joanna Ludlam and Yindi Gesinde will carry out most of the work on this matter. Other lawyers will be involved, as appropriate.

Fees

Our legal fees are calculated on an hourly basis. Rates are determined by reference to the experience and expertise of the lawyer performing the work. We will incur various expenses associated with performing the legal services, which we will invoice to you (with VAT if applicable) in addition to our fees. We anticipate submitting monthly invoices, which will be payable within 30 days of delivery.

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BAKER & MCKENZIE

This Assignment Letter and our current terms of engagement (to the extent not inconsistent with this Assignment Letter) constitute the entire understanding between you and Baker & McKenzie LLP and supersede any prior understandings, written or oral, relating to this Assignment. Any change must be made or confirmed in writing.

On behalf of Baker & McKenzie LLP, I should like to thank you for this opportunity. I should be grateful if you would sign and return the enclosed copy of this letter confirming your acceptance of these terms, for our records.

Yours sincerely

Code A

For and on behalf of Baker & McKenzie LLP

Counter-signed:-

Signed: _____ **Date:** _____

Enclosure: Baker & McKenzie Standard Terms of Engagement for Legal Services

Baker & McKenzie

Standard Terms of Engagement for Legal Services

Governing Terms. This statement contains the standard terms for our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of any agreement we may have with you. Please review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement in your file.

Application and Interpretation. Your engagement is with Baker & McKenzie LLP, an English limited liability partnership and a member of Baker & McKenzie International, which is a Swiss Verein with member law firms around the world. In accordance with the common terminology used in professional service organisations, reference in these Standard Terms, or otherwise in the course of your dealings with us, to a "partner" means a member, partner, or equivalent, in this or another such law firm. Similarly, references to an "office" means an office of any such law firm.

Client Service Lawyer. One lawyer will generally be assigned primary responsibility for seeing that your requests for legal services are met. Additional lawyers and paralegals from other Firm offices may assist in rendering the most appropriate and efficient legal services, and we will share confidential information with them regarding your matters for the purposes of better serving you.

Scope of Our Engagement and Fees. The scope of any engagement will be set out in a separate letter that will be sent to you each time we agree to represent you on an individual matter (Assignment Letter). Our fee arrangement will be set out in that letter.

Conflicts. We will always honour our duty of confidentiality to you and protect your information. Without detracting from our duty of confidentiality to you, this letter confirms our mutual agreement that, so long as we act in accordance with ethical requirements, we and other Firm offices may without your consent act for other persons or entities whose interests are adverse to you or your affiliates in matters not substantially related to our engagement by you. The adversity may be in litigation, legislative or regulatory matters, or in transactions or

otherwise, all regardless of type, importance or severity of the matter.

We agree, however, that we will not act adversely to you in any instance where, as the result of our representation of you, we have obtained sensitive, proprietary or other confidential information of a nonpublic nature that, if known to any such other client of ours, could be used in a matter in which we are retained by our other client to your or your affiliates' material disadvantage, unless we screen our lawyers and paralegals who have such information from any involvement in the adverse representation.

You also understand that we and other Firm offices may obtain confidential information from other clients that might be of interest to you, but which we cannot share with you.

Conflicts With Affiliates. For purposes of our engagement, our client is only the entity designated in our Assignment Letter, and not its affiliates (the stockholders, parent, subsidiaries, directors, officers, or related companies of any entity, or the individual members of a trade association, or the partners of a partnership or joint venture). Accordingly, for conflict of interest purposes, we and other Firm offices may represent another client with interests adverse to your affiliates without obtaining your or their consent. We will expect you to inform us immediately if the designated client does business under any other name.

Third Parties. Our engagement for you does not create any rights in or liabilities to any third party.

Termination of Services. We are subject to the rules of professional responsibility for the jurisdictions in which we practice, which list types of conduct or circumstances that require or allow us to withdraw from representing a client. We may terminate our representation for any reason consistent with the applicable rules of professional responsibility. We try to identify in advance and discuss with our client any situation that may lead to our withdrawal, and if withdrawal ever becomes necessary we give the client written notice of our withdrawal.

You may terminate our representation at any time by notifying us. Termination of our services will not affect your responsibility for payment for legal services rendered and additional charges incurred before termination and in connection with an orderly transition of your matters.

Our attorney-client relationship will be considered terminated upon our completion of the specific services that you have retained us to perform, or if open-ended services are agreed upon, when more than six months have elapsed from the last time you requested and we furnished any billable services to you. If you later retain us to perform further or additional services, our attorney-client relationship will be revived, subject to these and any subsequent written terms in the Assignment Letter. The fact that we may inform you from time to time of developments in the law which may be of interest to you, by newsletter or otherwise, should not be understood as a revival of an attorney-client relationship. Moreover, we have no obligation to inform you of such developments in the law unless we are engaged in writing to do so.

Your Papers. When termination occurs, papers and property that you have provided to us will, at your request, be returned to you promptly. Copies of papers we have created for you, which you may need but no longer have, will be made available to you. Our drafts and work product will belong to us. We reserve the right, subject to any applicable laws or rules of professional responsibility to the contrary, to destroy within a reasonable time any items described in this paragraph that are retained by us.

E-mail. Documents sent to you by e-mail (whether or not containing confidential information) will not be encrypted unless you request us, in writing, to encrypt outgoing e-mail and we are able to agree with you and implement mutually acceptable encryption standards and protocols.

We make reasonable attempts to exclude from our e-mails and any attachments any virus or other defect that might affect any computer or IT system. However, it is your responsibility to put in place measures to protect your computer or IT system against any such virus or defect, and we do not accept any liability for any loss or damage that may arise from the receipt or use of electronic communications from us.

Questions. One of our goals is to ensure that legal services are delivered effectively and efficiently, and that all billings are accurate and understandable. Please direct any questions about services or billing practices to your client service lawyer.

Agreement. These Standard Terms shall be incorporated into any specific engagement and will be part of each Assignment Letter. Except for pending uncompleted assignments, these Standard Terms supersede all prior understandings or agreements between you and us and they shall prevail over any contrary or alternative terms of yours or any third party. Any change to these terms must be made or confirmed in writing in the Assignment Letter and be signed by the Managing Partner of one of our Firm offices.