

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is made effective this ___ day of _____, between _____ (hereinafter “Company”), and _____ (hereinafter “Law Firm”).

ARTICLE 1. TERM OF SECONDMENT

Section 1.1. TERM. The term of the Secondment will become effective on _____ day of _____ and will terminate on _____ date of _____, unless sooner terminated by either the Company or Law Firm.

Section 1.2. CONTACTS. (a) Company designates _____ (“*Company Contact*”) as the Company’s primary contact with regard to Seconded Attorney. Law Firm shall direct all inquiries and other communications to the Company Contact regarding Seconded Attorney. The Company Contact’s information is as follows:

Mailing Address: _____
E-mail: _____
Phone: _____

(b) Law Firm designates _____ (“*Law Firm Contact*”) as Law Firm’s primary contact with regard to Seconded Attorney. The Company shall direct all inquiries, and other communications to Law Firm regarding Seconded Attorney. Law Firm Contact’s information is as follows:

Mailing Address: _____
E-mail: _____
Phone: _____

(c) Law Firm designates _____ (“*Seconded Attorney*”) as Law Firm’s Seconded Attorney for the dates specified in Section 1.1 of this Memorandum of Understanding.

ARTICLE 2. SERVICES TO BE PERFORMED BY SECONDED ATTORNEY

Section 2.1. DUTIES OF SECONDED ATTORNEY. (a) The duties to be performed by Seconded Attorney are contained in **Exhibit A, Scope of Work**, attached hereto.

(b) NO ASSIGNMENT. Neither this Memorandum nor any duties or obligations under this Memorandum may be reassigned by Law Firm without the prior written consent of the Company, except as provided herein.

Section 2.2. STANDING OF SECONDED ATTORNEY. Seconded Attorney must be in good standing with a bar within the fifty (50) States of the United States of American or the District of Columbia. Law Firm agrees that Seconded Attorney will maintain his/her normal progression with Law Firm as if Seconded Attorney had not worked with the Company during the Secondment Period.

Law Firm

Company

Seconded Attorney



Section 2.3. WORK PRODUCT OWNERSHIP. Subject to any third party rights in licensed elements approved by the Company, all written materials, documentation, electronic files, data, videos, media, designs, inventions and/or other work product, including any adaptations thereof, developed by Seconded Attorney on the Company's behalf, or developed using the Company's Confidential Information (collectively, "**Work Product**"), are and shall be the confidential and exclusive property of the Company. Law Firm and Seconded Attorney agree that the Work Product is specially ordered or commissioned by the Company and constitutes works made for hire authored by the Company under 17 U.S.C. §101 *et seq.* To the extent that any of the Work Product is not works made for hire, Law Firm and Seconded Attorney hereby convey, grant, and assign to the Company all right, title and interest worldwide in and to such Work Product, all physical elements thereof, all intangible rights thereto, and all contractual rights and obligations relating thereto, for all uses and purposes whether now known or hereafter created. Law Firm and Seconded Attorney agree that they shall have no proprietary interest in any such Work Product. Notwithstanding the foregoing, Law Firm and Seconded Attorney shall retain ownership of its pre-existing proprietary concepts and methods and, to the extent embodied in any Work Product, hereby grant the Company a non-exclusive, perpetual license to such concepts and methods to the extent embodied in the Work Product. To the extent Law Firm and/or Seconded Attorney wishes to use Work Product for purposes outside of the parameters of this Memorandum, Either party shall obtain written authorization from the Company Contact. The provisions of this Section shall survive expiration or termination of this Memorandum.

Section 2.4. EMPLOYER OF SECONDED ATTORNEY. The parties intend that Seconded Attorney maintain his/her employment status with Law Firm. Law Firm agrees that Seconded Attorney is not an employee or partner of the Company. Law Firm further agrees that it is not a joint employer or joint venturer with the Company. Neither Law Firm nor Seconded Attorney will imply or state the contrary to third parties. Law Firm is the sole employer of the Seconded Attorney and Seconded Attorney will continue to be a paid full-time at-will employee of Law Firm and shall be paid at the salary or wage agreed to by Law Firm and Seconded Attorney minus withholdings required by law, all of which are the sole obligation of Law Firm. The parties acknowledge and agree that Seconded Attorney shall not receive a salary from the Company. Seconded Attorney shall not be entitled to any of the rights or benefits that the Company provides to its employees. Law Firm shall maintain any and all employee-related insurance for itself and its employees, including disability, unemployment and worker's compensation insurance. Law Firm and Seconded Attorney acknowledge and agree that Seconded Attorney will not be entitled to worker's compensation insurance benefits or unemployment compensation insurance benefits from the Company as a result of Seconded Attorney's work with the Company.

Section 2.5 EMPLOYMENT POLICIES. During the Secondment, Seconded Attorney

- (i) shall be subject to all applicable Law Firm employment policies, practices and procedures, including but not limited to the "employment at-will doctrine," time off/leave policies and any responsibilities set forth in any Law Firm handbook; and
- (ii) shall be subject to all applicable Company employment policies, practices and procedures, including all policies, practices and procedures for protecting Company's confidential information as defined in Section 5.2 of this Memorandum.

Section 2.6 DISCIPLINE OF SECONDED ATTORNEY. The Company shall confer with Law Firm regarding any disciplinary issues with respect to Seconded Attorney's failure to follow the

____ Law Firm
____ Company
____ Seconded Attorney



policies and procedures described in Section 2.5 of this Memorandum. Any disciplinary action shall be the responsibility of Law Firm and shall not be taken by the Company.

ARTICLE 3. COMPENSATION

The company agrees to pay Law Firm for the use of Seconded Attorney in accordance with the following terms and conditions:

Section 3.1. MONTHLY FEE. Law Firm will receive a monthly fee as negotiated by Law Firm and the Company (the “*Monthly Fee*”) during the Term stated in Section 1.1 of this Memorandum and detailed in **Exhibit A, Scope of Work**.

Section 3.2. EXPENSES. All out-of-pocket expenses, travel, long distance phone calls, meals, postage, in-house copying, facsimile, email and internet charges have been estimated by the parties and have been included in the Monthly Fee. The Company will not pay any additional fees to Seconded Attorney or Law Firm.

Section 3.3. NO COMMISSIONS. Neither Law Firm nor Seconded Attorney shall be entitled to commissions for any creative services or placement of media services in connection with the term of the Secondment. No fees, compensation, property interest or right shall accrue or be owing Law Firm or Seconded Attorney.

Section 3.4. INVOICING AND TIME FOR PAYMENT. Law Firm shall be responsible for providing the Company with a monthly invoice by the 10th day of the month for the services rendered for the prior month. The Company shall not be obligated to pay any monthly installment until it is in receipt of Law Firm’s invoice. The Company agrees to pay invoices within thirty (30) days after receipt from Law Firm. In the event of a disputed charge, the Company shall notify Law Firm in writing of the disputed amount within thirty (30) days after receipt of the invoice, specifically identify the reason for the dispute, and pay all undisputed amounts owed while the dispute is being resolved. Law Firm agrees to submit invoices to the Company at _____ office in accordance with procedures and practices established by that office.

ARTICLE 4. COMPLIANCE

Section 4.1. COMPLIANCE WITH LAWS. Seconded Attorney will comply in full with all applicable federal, state, and local laws and regulations and rules of governmental agencies and bodies, including those which govern gifts, donations, contributions, and expenditures that benefit, directly or indirectly, to public officials. Seconded Attorney agrees to notify the Company immediately: (a) of any conduct on Seconded Attorney’s part that may be in violation of any applicable federal, state and local laws and (b) if Seconded Attorney receives notice of, or otherwise becomes aware of, any actual or threatened investigation, action, litigation, or disciplinary or other proceeding of which Seconded Attorney is or may be a subject in connection with Seconded Attorney’s services hereunder and to the extent permitted by applicable law, shall provide the Company with all written notices and communications received by Seconded Attorney relating to any such investigation, action, litigation or disciplinary proceeding. Seconded Attorney warrants that he/she is legally authorized to work in the United States pursuant to all applicable immigration laws, child labor laws, and any other applicable labor or employment law.

Law Firm

Company

Seconded Attorney



Section 4.2. COOPERATION. Seconded Attorney shall cooperate with the Company and any of the Company’s vendors, including law firms and compliance vendors, retained by the Company.

Section 4.3. INSURANCE. Law Firm and Seconded Attorney agree to carry: (a) comprehensive general liability insurance in an amount sufficient to cover any injuries or damages contemplated by this Memorandum; and (b) all other insurance that may be required by law.

ARTICLE 5. ADDITIONAL OBLIGATIONS OF SECONDED ATTORNEY

Section 5.1. AMOUNT OF SERVICE. Seconded Attorney agrees to devote the time necessary to complete performance of the services described herein. Seconded Attorney is precluded hereunder from representing, or performing services for other persons or companies during the term of the Secondment.

Section 5.2. CONFIDENTIALITY. (a) In addition to the rules of ethics applicable to the Seconded Attorney, Seconded Attorney agrees not to disclose any Confidential Information, as defined by Section 5.2(b) below, obtained through Seconded Attorney’s work with the Company. Law Firm agrees that the Attorney/Client Privilege applies to Seconded Attorney’s work with the Company.

(b) “**Confidential Information**” means information designated as such by the Company or that should reasonably be known to be proprietary and confidential, pertaining to the business of the Company, and including, without limitation, trade secrets, legal issues obtained by Seconded Attorney during the course of, or as a result of, his or her services, including, without limitation, information regarding processes, suppliers (including the terms, conditions or other business arrangements with suppliers), advertising and marketing plans and strategies, external communication and media plans and all discussions and communications related thereto, profit margins, seasonal plans, goals, objectives, projections, compilations and analyses regarding the Company’s business, salary, staffing, compensation, promotion, diversity objectives and other employment-related data, and any know-how, techniques, practices, or non-public technical information regarding the business of the Company. The provisions of this Section 5.2 shall survive expiration or termination of the Secondment.

ARTICLE 6. TERMINATION OF SECONDMENT

Section 6.1. TERMINATION ON NOTICE. Notwithstanding any other provisions of this Memorandum, parties hereto may terminate the Secondment at any time by giving fourteen (14) business days’ written notice to the other party. The Company shall continue to pay to Law Firm on a pro-rata basis the monthly fee set forth in Section 3.1 to and including the effective date of termination.

Section 6.2. TERMINATION FOR CAUSE. Notwithstanding Section 6.1, the Secondment may be terminated for cause on twenty-four (24) hours notice. “**Cause**” shall be a material breach of any of the representations, warranties, covenants or obligations of this Memorandum. Upon any termination for cause, the Company shall pay to Seconded Attorney all earned fees and reimbursable costs incurred through the termination date.

Section 6.3. TERMINATION ON DEATH OR DISABILITY. If Seconded Attorney dies or should become disabled during the term of the Secondment, the Secondment will automatically terminate;

____ Law Firm
____ Company
____ Seconded Attorney



provided that the Secondment shall not terminate as a result of the onset of a disability unless Seconded Attorney is unable to perform the services required hereunder to the reasonable satisfaction of the Company.

ARTICLE 7. GENERAL PROVISIONS

Section 7.1. **FORCE MAJEURE.** If any of the obligations of either party is hindered or prevented, in whole or in substantial part, because of a Force Majeure Event, then all other obligations of the parties shall continue; and when such Force Majeure Event has ceased, then the parties shall negotiate in good faith regarding an adjustment of their rights and obligations under this Memorandum. A “*Force Majeure Event*” shall mean causes beyond the control of the parties including, but not limited to: an Act of God, inevitable accident, fire, weather, labor dispute, riot or civil commotion, act of public enemy, terror, war, epidemic, governmental act, regulation or rule, inability to obtain supplies, embargos or other reason beyond the reasonable control of the parties. Delays or non-performance excused by this provision shall not excuse performance of any other obligation which is outstanding at the time of occurrence.

Section 7.2. **NOTICES.** Any notices to be given hereunder by any party to this Memorandum to another party may be effected either by personal delivery in writing; by guaranteed overnight delivery; by mail, registered or certified, postage prepaid with return receipt requested; or by an electronic transmission, which creates a record that may be retained, retrieved, and reviewed by the receiving party. Mailed notices shall be addressed to the parties at the addresses appearing in this Memorandum and electronic transmissions shall be forwarded to the parties to this Memorandum. Either party may change the address upon which written notice is mailed or electronic transmission is forwarded in accordance with this Section 7.2. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices and electronic transmissions will be deemed communicated as the date received.

Section 7.3. **INDEMNIFICATION.** Law Firm shall defend, indemnify and hold the Company harmless against any and all liability, suits and claims, alleged or otherwise, and all related costs and expenses, in connection with or resulting from any claim asserted by anyone arising out of or relating to any act or omission of Seconded Attorney during the term of the Secondment.

THE PARTIES HEREBY enter into this Memorandum of Understanding as of the date first above written, and the signatories hereto represent that by signing below, they are authorized to execute this Agreement and to obligate the respective parties.

LAW FIRM

By: _____

Name: _____

Title: _____

Date: _____

THE COMPANY

By: _____

Name: _____

Title: _____

Date: _____

Law Firm
Company
Seconded Attorney



SECONDED ATTORNEY

By: _____

Name: _____

Date: _____



____ Law Firm
____ Company
____ Seconded Attorney



Exhibit A - Scope of Work



____ Law Firm
____ Company
____ Seconded Attorney

