**AGREEMENT FOR LAWYERS OF COUNSEL**

**WITH**

**[LAW FIRM]**

This is an agreement commencing [DATE], documenting the arrangement between [LAWYER], the undersigned attorney, and the law firm of [LAW FIRM] (“the Firm”) whereby the undersigned attorney intends to engage in the practice of law of counsel with the Firm on the following terms:

1. Title. Commencing on [DATE], [LAWYER] will practice law exclusively as counsel with the Firm and discontinue as a solo practitioner or under any other arrangement. [LAWYER] will be neither a partner nor an associate, and the title used to refer to this arrangement to third parties is “Of Counsel.”

2. Responsibilities of [LAWYER]. The Firm expects [LAWYER] to devote all of [LAWYER]’s professional time and effort to the practice of law with [LAW FIRM], and all legal fees or other forms of compensation related to [LAWYER]’s professional services, from whatever source, shall be the income of the Firm. In addition:

2.1. Notification to Existing Clients. On or immediately following [DATE], [LAWYER], at his own expense, will notify all of his existing clients in a manner approved in advance by [LAW FIRM], of each of the following: (i) [LAWYER]’s status of counsel with [LAW FIRM]; (ii) that future fee and expense statements will be through [LAW FIRM], and will be according to [LAW FIRM]’s billing cycles, (iii) the identity of other lawyers with [LAW FIRM] sufficient to enable to client to notify [LAWYER] of any previously unknown conflict of interest.

2.2. Notification to Prospective Clients and Third Parties. On or immediately following [DATE], [LAWYER] will update his contact information on all platforms including: (i) the State Bar of Texas, (ii) all local bar associations, (iii) all social media platforms, or (iv) third-party websites. Proprietary websites of [LAWYER] ([EXAMPLE WEBSITES]) will be redirected directly to the Firm’s website. All other advertising campaigns commenced by or including [LAWYER] prior to [DATE] will be discontinued on or before [DATE].

2.3. Notification to Others. Any other publications or announcements desired by [LAWYER] shall be at his own expense unless otherwise agreed and approved by [LAW FIRM] prior to publication or release.

2.4. Professional Licensure and Good Standing. [LAWYER] must remain at all times licensed to practice law in the State of Texas, in good standing with the State Bar of Texas, current on dues and other professional fees, and current with minimum continuing legal education requirements in any jurisdiction where he licensed to practice. Any disciplinary action filed against [LAWYER] may result in termination of this Agreement in the sole discretion of [LAW FIRM], and [LAWYER] agrees to immediately notify [LAW FIRM] in the event a disciplinary action is brought against him in any bar association.

2.5. Professional Organizations. [LAWYER] agrees to notify [LAW FIRM] in advance of affiliating with any professional association, board of directors, club, or other group, for the purpose of allowing [LAW FIRM] to determine whether or not a conflict of interest exists or would be created as a result of [LAWYER] affiliation. If a conflict of interest is discovered, [LAWYER] agrees to decline or resign from such the organization.

2.6. Outside Activities. [LAWYER] agrees not to engage in any activity outside of the Firm that would tend to reflect poorly on the Firm, disparage the Firm’s good reputation, or create an appearance that the Firm has endorsed any person, entity, or cause. If requested to do so by [LAW FIRM], [LAWYER] agrees to immediately discontinue any activity or affiliation.

2.7. Conflicts of Interest. Prior to [DATE], [LAWYER] agrees to provide the Firm a complete list of every existing client with matters pending and a list of previous clients with matters concluded. In the event of a conflict of interest, [LAWYER] agrees to withdraw from current representation as to any client with matters pending, and to notify past clients with matters concluded on a case-by-case basis.

3. Responsibilities of the Firm:

3.1. Insurance. [LAWYER] will be included in the Firm’s malpractice liability policy, and will provide the Firm with an approximation of matters he handles for purposes of completing the annual insurance policy application. The Firm will not apply to its professional liability carrier for prior acts coverage for [LAWYER], and therefore, any professional liability coverage for any claim arising from any act or omission in the conduct of any business conducted by [LAWYER] prior to [LAWYER]’s joining this Firm as Counsel must be purchased by [LAWYER] individually. [LAWYER] has disclosed to us any potential claims against [LAWYER] for any act or omission in the conduct of any business conducted by [LAWYER] in a professional capacity as a lawyer.

3.2. Marketing:

3.2.1. Website. [LAWYER] will be included on the Firm’s website ([www.[LAW FIRM]-law.com](http://www.ddb-law.com)) under the terms of the pre-paid web maintenance arrangement with the Firm’s existing web manager. Any features desired by [LAWYER] going beyond the existing arrangement with the firm’s web manager will be responsibility of [LAWYER].

3.2.2. Business Cards. [LAWYER] will be provided business cards in conformity with the Firm’s format for other lawyers. Additional business cards beyond a minimum order will be the responsibility of [LAWYER].

3.2.3. Logo and Letterhead. The Firm has exclusive control of the design, use, and application of its logo and letterhead, and [LAWYER] will use only those forms of the logo and letterhead as approved by [LAW FIRM].

3.3. Communications and equipment. [LAWYER] will have access to the Firm’s documents database, server, telephone system, and such other logins as needed to engage in the practice of law with the Firm. [LAWYER] agrees to use everything provided solely for the practice of law with the Firm.

3.4. Payroll Administration for Support Staff. Compensation to secretaries, legal assistants or support staff employed to support [LAWYER] will be processed through the Firm’s payroll administration system, and no changes to their compensation may occur without the prior approval of [LAW FIRM]. In the event the Minimum monthly amount, described below, is insufficient to cover the cost of compensation to staff employed to support [LAWYER], then the Minimum monthly amount will be increased so that the cost is proportionately covered by [LAWYER].

3.5. Benefits Plans and Insurance. Currently, the Firm does not offer employee benefits such as health insurance, vision, dental, life insurance, or long-term disability insurance. However, in the event this should change, [LAWYER] will be eligible to participate and the cost of covering such benefits will be included in the Monthly Minimum payment.

4. Compensation. As mutual compensation for the arrangement described in this Agreement, the Firm and [LAWYER] agree that the Firm will collect one-third (33% or a “third royalty”) of gross [LAWYER]’s fees collected monthly, with a minimum monthly payment to the Firm of SEVEN-THOUSAND Dollars ($7,500, or the “Minimum Monthly”). The procedure for collections and accounting is as follows:

* All timekeeping, billing, fees, and expenses, will be circulated through [LAW FIRM]’s systems and handled by [LAW FIRM]’s personnel beginning [DATE]. The first series of fee and expense statements sent by [LAWYER] will occur on [DATE+] (the next date in [LAW FIRM]’s ordinary billing cycle).
* Gross collections attributable to [LAWYER]’ billing and collections will be accounted for separately and solely for [LAWYER] (“Counsel Account”).
* The portion of collections attributable to expenses (filing fees, court costs, copies, etc.) will be subtracted from the gross collection amount, so that the difference consists entirely of [LAWYER’S] Fees.
* Monthly on the 1st of the month, commencing [DATE+], the Firm shall collect the amount described above from the Counsel Account. After: (i) expenses have been deducted and reimbursed to the Firm from gross collections, and after (ii) Compensation to the Firm has been calculated and collected (either in the form of the Minimum Monthly or the Third Royalty, whichever is greater), then [LAWYER] may draw what remains as his compensation.
* In the event the Counsel Account is short of the minimum monthly payment, [LAWYER] will be required to contribute to the Counsel Account within 3 days to see that the Minimum Monthly payment is collected by the Firm.
* Expenses beyond those described in Section 3 will be the responsibility of [LAWYER].

5. This Agreement supersedes any other arrangement, whether or not reduced to writing. Any amendment to this agreement must be in writing and specifically make reference to this arrangement.

6. No Partnership Rights. Election to partnership at [LAW FIRM] is accomplished by vote of the existing partners of [LAW FIRM] in their exclusive discretion, and it is expressly acknowledged that this arrangement confers no partnership rights whatsoever on [LAWYER].

7. Exhibits and Disclosures. To enable [LAW FIRM] to determine the suitability of this agreement and hypothetical benefits to be derived therefrom, attached as (i) EXHIBIT 1 is a complete list of [LAWYER]’ current client and matter list including adverse clients and both pending and closed matters; (ii) EXHIBIT 2 is an accounting containing (a) [LAWYER]’s collections for the preceding three months, (b) accounts receivable as of the date of this Agreement, and (c) work-in-progress.

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| [LAW FIRM]:  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [MANAGING PARTNER]  Partner | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [LAWYER] |

**Table of Exhibits, Attachments, Schedules, or Addenda:**

**Exhibit 1: Client List**

**Exhibit 2: Accounting**