

Of Counsel Agreement

This **Of Counsel Agreement** ("**Agreement**") is entered into as of _____ ("**Effective Date**") by and between the following parties:

Firm

Of Counsel Attorney

The Firm and the Of Counsel Attorney may each be referred to individually as a "**Party**" and collectively as the "**Parties.**"

WHEREAS, the Firm desires to engage the Of Counsel Attorney in an ongoing professional relationship to provide legal services and strategic support to the Firm;

WHEREAS, the Of Counsel Attorney possesses the qualifications, experience, and professional licenses necessary to perform such services;

WHEREAS, the Parties wish to define the terms governing their professional relationship while preserving the independent nature of the engagement unless otherwise expressly agreed.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in this Agreement, the Parties agree as follows.

1. Appointment

The Firm appoints the Of Counsel Attorney to serve as Of Counsel to the Firm, and the Of Counsel Attorney accepts such appointment subject to the terms of this Agreement.

The relationship established by this Agreement is intended to reflect an ongoing professional affiliation and does not create a partnership or ownership interest in the Firm unless expressly stated in writing.

2. Scope of Services

The Of Counsel Attorney shall provide legal and professional services as requested by the Firm, which may include:

- Legal representation
- Legal research and analysis
- Client counseling
- Practice development
- Litigation or transactional support
- Mentoring attorneys or staff
- Other legal services agreed upon by the Parties

The specific nature and extent of services may vary depending on client needs and Firm requirements.

3. Professional Responsibilities

The Of Counsel Attorney agrees to:

- Perform services competently, diligently, and professionally.
- Maintain all licenses, registrations, and professional qualifications required to practice law.
- Comply with all applicable professional conduct and ethical obligations.
- Exercise independent professional judgment when representing clients.
- Maintain complete and accurate records relating to assigned matters.

The Firm agrees to provide reasonable administrative support and access to Firm resources necessary for the performance of authorized services.

4. Client Representation

Unless otherwise agreed, legal matters assigned to the Of Counsel Attorney shall remain matters of the Firm. The Parties shall cooperate regarding:

- Client communication
- File management
- Matter assignments
- Conflict checks
- Billing procedures
- Client service standards

Nothing in this Agreement limits the professional obligations owed to clients under applicable ethical rules.

5. Compensation

The Firm shall compensate the Of Counsel Attorney as follows:

Compensation Item	Details
Compensation Structure	
Rate or Amount	
Payment Frequency	
Expense Reimbursement	

The Firm shall pay approved compensation in accordance with its standard payment procedures.

6. Independent Professional Status

Unless expressly stated otherwise, the Of Counsel Attorney performs services as an independent professional.

Nothing in this Agreement shall be interpreted as creating:

- An employer-employee relationship;
- A partnership;
- A joint venture;
- An ownership interest in the Firm.

Each Party remains responsible for its own tax obligations, insurance, licensing, and professional expenses unless otherwise agreed.

7. Professional Liability Insurance

Each Party shall maintain any professional liability insurance required by applicable law or professional standards. If the Firm provides malpractice insurance coverage for the Of Counsel Attorney, the scope of such coverage shall be:

8. Confidentiality

During the course of the relationship, each Party may receive confidential information relating to clients, business operations, legal strategies, personnel, and financial matters.

Each Party agrees to:

- Protect confidential information using reasonable safeguards;
- Use confidential information solely for purposes related to this Agreement;
- Refrain from unauthorized disclosure.

These obligations survive termination of this Agreement.

9. Conflicts of Interest

The Of Counsel Attorney agrees to cooperate with the Firm's conflict-checking procedures before accepting or continuing any representation.

Each Party shall promptly disclose any actual or potential conflict that could affect client representation or the professional relationship.

10. Files and Work Product

Unless otherwise agreed in writing:

- Client files remain the property of the Firm, subject to applicable law.
- Work product prepared on behalf of Firm clients shall belong to the Firm.
- The Of Counsel Attorney may retain copies as permitted by applicable professional obligations.

11. Records and Billing

The Of Counsel Attorney shall maintain accurate records of work performed, billable time, expenses, and other information reasonably required by the Firm.

Billing shall be conducted in accordance with the Firm's established policies unless otherwise agreed.

12. Term

This Agreement begins on the Effective Date and continues until terminated in accordance with the Termination clause.

13. Termination

Either Party may terminate this Agreement by providing _____ days' written notice.

Either Party may terminate this Agreement immediately if the other Party:

- Materially breaches this Agreement;
- Loses the legal authority to practice law where required for the engagement;
- Engages in professional misconduct that materially affects the relationship;
- Fails to satisfy continuing professional obligations after reasonable notice.

Upon termination:

- The Of Counsel Attorney shall return Firm property and client materials.
- Outstanding compensation earned prior to termination shall remain payable.
- The Parties shall cooperate regarding the orderly transition of client matters.
- Confidentiality obligations shall remain in effect.

14. Representations

Each Party represents that:

- It has authority to enter into this Agreement.
- Entering into this Agreement does not violate any other binding obligation.
- It will perform its obligations in good faith.

The Of Counsel Attorney further represents that all required professional licenses are current and in good standing.

15. Limitation of Authority

Except as expressly authorized, neither Party may bind the other to contracts, financial obligations, or commitments.

16. Notices

Any notice required under this Agreement shall be made in writing and delivered to the addresses designated by the Parties or to any updated address provided in writing.

17. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of _____, without regard to conflict of law principles.

The Parties agree to first attempt to resolve disputes through good faith negotiations before pursuing any available legal remedy.

18. Amendment

This Agreement may be amended only through a written document signed by both Parties.

19. Entire Agreement

This Agreement constitutes the complete understanding between the Parties concerning the Of Counsel relationship and supersedes all prior negotiations, discussions, and understandings relating to its subject matter.

Signatures

By signing below, the Parties acknowledge that they have read, understood, and agree to be bound by the terms of this Agreement.

Firm

Name

Date

Signature

Of Counsel Attorney

Name

Date

Signature



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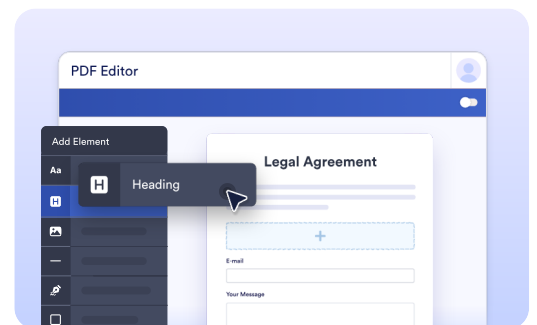
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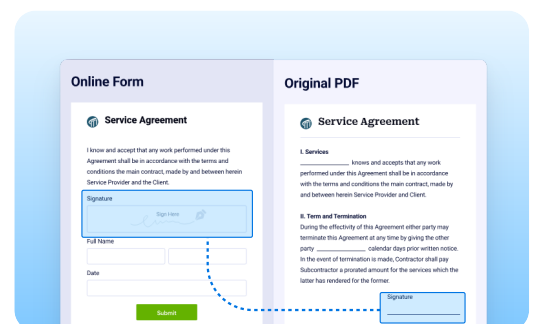
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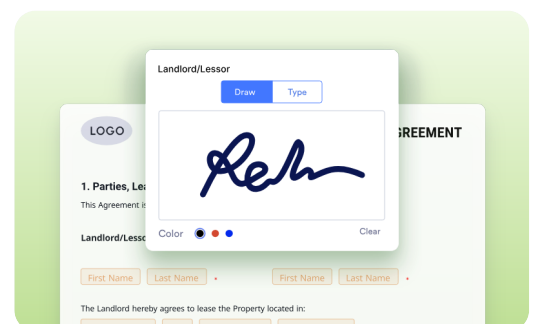
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