

EXPERT RETENTION AGREEMENT

This Expert Retention Agreement ("Agreement") is entered into between **[Attorney/Office Name]** ("Counsel"), on behalf of a client represented in connection with the matter identified below, and **[Expert Name]** ("Expert").

1. Matter

Client:

Case Name:

Court:

Case Number:

Date of Retention:

2. Preliminary Communications

Prior to and during this engagement, Counsel and the Expert may discuss confidential information relating to the Matter for the purpose of determining whether the Expert should be retained and, if retained, the nature and scope of the requested services. The confidentiality obligations set forth in this Agreement apply equally to those preliminary communications and materials, whether they occur before or after execution of this Agreement.

3. Purpose of Retention

Counsel retains the Expert to assist in providing legal services to the Client. The Expert has been retained to provide independent consultation, technical or scientific analysis, opinions, and other professional services as requested by Counsel. The Expert shall perform only those services reasonably requested or authorized by Counsel in connection with the Matter.

The services to be provided include, as authorized by Counsel:

[DESCRIBE SERVICES]

Nothing in this Agreement obligates Counsel to designate the Expert as a testifying witness.

The Expert shall exercise independent professional judgment in performing the requested services. Nothing in this Agreement shall be construed as requiring the Expert to reach any particular opinion, conclusion, or result. The Expert's opinions shall be based upon the Expert's independent knowledge, experience, training, and evaluation of the available information.

4. Confidentiality

Counsel may provide the Expert with confidential information, including communications protected by the attorney-client privilege, attorney work-product doctrine, court order, statute, or other applicable protections.

The Expert acknowledges that access to such information is provided solely for the purpose of assisting Counsel in providing legal representation to the Client.

The Expert shall ensure that any employees, agents, contractors, or other persons assisting with this engagement are informed of and comply with the confidentiality obligations contained in this Agreement.

Unless expressly authorized by Counsel, the Expert shall not disclose to any person or entity any information obtained through this engagement, including communications, documents, records, data, photographs, audio or video recordings, reports, notes, work papers, analyses, opinions, drafts, summaries; or information derived from any of the foregoing.

The Expert agrees to comply with any applicable protective order or other court order governing the possession, use, disclosure, or return of confidential information or materials relating to the Matter.

The Expert shall take reasonable measures to safeguard confidential information against unauthorized access, disclosure, or loss. These obligations survive termination of this Agreement.

5. Privilege and Work Product

The parties intend that this engagement is for the purpose of assisting Counsel in providing legal representation to the Client and that communications relating to this engagement receive the maximum protection permitted under applicable law, including the attorney-client privilege, attorney work-product doctrine, and any other applicable privileges or protections.

Nothing in this Agreement is intended to waive any applicable privilege or protection.

6. Ownership of Materials

Unless otherwise agreed or directed by Counsel:

- all materials provided by Counsel remain the property of Counsel or the Client;
- all reports, notes, work papers, analyses, summaries, drafts, and other materials prepared in connection with this engagement shall be maintained as confidential; and

- upon request or at the conclusion of the engagement, the Expert shall return, retain, or securely destroy confidential materials as directed by Counsel.

The Expert may retain materials only to the extent required by law, professional standards, or applicable licensing requirements, and shall notify Counsel if such retention is required.

7. Communications

Unless otherwise authorized by Counsel, the Expert shall communicate regarding the Matter through or with Counsel only, and shall not independently communicate with opposing counsel, prosecutors, law enforcement, witnesses, jurors, the court, the media, or other persons concerning the Matter without Counsel's knowledge and authorization.

8. Requests for Disclosure

If the Expert receives any request seeking information relating to this engagement, including a subpoena, court order, search warrant, governmental inquiry, request for records, or informal request from any person or agency, the Expert shall:

1. Promptly notify Counsel;
2. Provide Counsel a copy of the request;
3. Cooperate with Counsel in responding to or challenging the request; and
4. Refrain from producing materials unless required by law or expressly authorized by Counsel.

9. Conflicts of Interest

The Expert represents that no known conflict of interest exists that would materially impair the Expert's ability to perform the requested services.

The Expert agrees to promptly notify Counsel if any actual or potential conflict arises during the engagement.

Without Counsel's consent, the Expert shall not accept an engagement from another party in the same matter or a substantially related matter if doing so would create a conflict of interest.

10. Compensation

Hourly Rate:

Maximum Authorized Amount:

Estimated Hours:

If the Expert determines that additional work, services, or expenses beyond the authorized scope of this engagement may be necessary, the Expert shall notify Counsel before proceeding whenever reasonably practicable. Unless otherwise authorized by Counsel, including by email or other written communication, work beyond the authorized scope will not be eligible for compensation.

Reasonable expenses incurred in connection with this engagement shall be reimbursed only if authorized by Counsel.

Invoices should identify the work performed, the date(s) of service, and include any information required by Counsel for payment processing:

[ADD PAYMENT DETAILS OR PROCEDURES]

11. Termination

Either party may terminate this Agreement upon written notice.

Termination does not relieve either party of obligations regarding confidentiality, privilege, payment for services already rendered, or protection of confidential materials.

12. Entire Agreement

This Agreement constitutes the entire agreement regarding this engagement and supersedes any prior oral or written understandings relating to this engagement. Any modification to this Agreement shall be made with the mutual consent of the parties, which may be documented by a signed writing, email, or other written communication.

13. Acceptance

Counsel

Name:

Title:

Signature:

Date:

Expert

Name:

Company:

Signature:

Date: