**USE OF OUTSIDE COUNSEL POLICY**

**PURPOSE**

This policy outlines the procedures for engaging outside legal counsel to ensure the company’s legal interests are protected. It establishes a framework for managing legal matters in a cost-effective and efficient manner.

For any questions regarding this policy, the guidelines, or other legal matters, contact [the Legal Department/[TITLE]/[NAME]]. This policy is designed to comply with applicable Delaware laws and regulations.

**RETAINING OUTSIDE COUNSEL**

The responsibility for managing all legal matters rests with [the Legal Department/[TITLE]]. Only [the Legal Department/[TITLE]] is authorized to retain outside counsel to represent the company. Any communication regarding the potential engagement of outside counsel, including representation of employees in work-related, non-adversarial legal matters, must be initiated through or in coordination with [the Legal Department/[TITLE]] unless prior approval has been obtained.

**HIRING OUTSIDE COUNSEL**

If you require the services of outside legal counsel, you must first contact [the Legal Department/[TITLE]]. Employees are not permitted to contact or engage outside counsel directly on behalf of the company.

If [the Legal Department/[TITLE]] authorizes outside counsel to communicate directly with an employee, all written correspondence, including emails, must include [the Legal Department/[TITLE]] as a copied recipient.

**OUTSIDE COUNSEL GUIDELINES**

All outside counsel retained by the company must adhere to the terms outlined in the company’s Outside Counsel Guidelines. These guidelines establish the company’s expectations for maintaining an effective and efficient working relationship and take precedence over any conflicting terms in outside counsel engagement letters.

A summary of key provisions relevant to employees is provided below, and a full copy of the guidelines is included as Exhibit A.

**COMMUNICATION WITH [EMPLOYER’S NAME]**

Outside counsel must coordinate all communications through a single point of contact within [EMPLOYER’S NAME], typically [the Legal Department/[TITLE]], unless another contact is designated in writing. If outside counsel reaches out to you without prior notice from [the Legal Department/[TITLE]], refer them directly to [the Legal Department/[TITLE]].

**BUDGETS**

[EMPLOYER'S NAME] requires outside counsel to submit a reasonably detailed budget for each matter they are retained to handle. Work on any matter should not begin until the budget has been reviewed and approved by [the Legal Department/[TITLE]].

**STAFFING**

Outside counsel must ensure that all legal matters are staffed appropriately, with tasks assigned to attorneys and legal assistants whose expertise matches the requirements of each task. Whenever possible, the same attorneys and staff should remain assigned to [EMPLOYER'S NAME] matters through to their completion.

**PROFESSIONAL FEES**

[EMPLOYER'S NAME] expects outside counsel to apply the lowest billing rates offered to their comparable commercial clients.

**INVOICING AND BILLING**

Outside counsel must submit itemized invoices that provide clear detail of all services rendered, including the tasks performed, the individuals who performed them, the time spent, and the applicable billing rates. Invoices should be sent to [the Legal Department/[TITLE]] via [mail/email/department's billing portal] [monthly/within 30 days after the month in which services were provided].

**PROTECTING CONFIDENTIAL INFORMATION**

[EMPLOYER'S NAME] expects employees to strictly maintain confidentiality regarding all matters involving outside counsel and any related information. Employees must follow [EMPLOYER'S NAME]'s policies for safeguarding sensitive information at all times.

**ADDRESSING CONFLICTS OF INTEREST**

If outside counsel notify you of a conflict of interest, promptly report it to [the Legal Department/[TITLE]]. Employees are not authorized to waive conflicts of interest on behalf of [EMPLOYER'S NAME].

**MEDIA INQUIRIES AND PUBLIC STATEMENTS**

Employees are not permitted to make public statements or provide comments to the media regarding [EMPLOYER'S NAME]'s legal matters without prior approval from [the Legal Department/[TITLE]]. If you are contacted by the media about a legal matter, immediately refer the inquiry to [the Legal Department/[TITLE]/[EMPLOYER'S NAME]'s public affairs specialist].

**ACKNOWLEDGEMENT OF RECEIPT AND REVIEW**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (employee name), acknowledge that on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date), I received and reviewed a copy of [EMPLOYER'S NAME]’s [NAME OF POLICY]. I understand that it is my responsibility to familiarize myself with the policy and adhere to its terms.

I also acknowledge that this policy is not intended to create an employment contract or alter my at-will employment status, unless otherwise specified in a written agreement signed by an authorized representative of [EMPLOYER'S NAME]. Any delay or failure by [EMPLOYER'S NAME] to enforce the provisions of this policy does not constitute a waiver of its rights to enforce them in the future.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

**EXHIBIT A**

**[EMPLOYER’S NAME] OUTSIDE COUNSEL GUIDELINES**