



## General Terms of Secondment for Law Firm Counsel

MCCA has been working with members to develop a secondment program between our in-house counsel (“client”) and law firm (“firm”) members as we continue to explore opportunities to increase membership engagement. Below are the key terms of secondment developed and discussed with select MCCA members over the past 6 months. Please review the general terms of secondment listed below and be prepared to discuss your thoughts, concerns, and insight.

- Seconded will work at least [INSERT NEGOTIATED HOURS] per week for [WEEKS] at no cost to client for [INSERT NEGOTIATED PERIOD OF SECONDMENT OR PARTIAL PERIOD OF SECONDMENT IF FEE ARRANGEMENT DIFFERS];
- Although seconded will be considered a member of the [INSERT CLIENT CORP NAME] legal team, seconded will remain an employee of the firm and may work on other firm matters onsite using firm (rather than client) equipment after the first [INSERT NEGOTIATED HOURS/WEEK] hours so long as such work does not compromise the confidentiality of client, client work, or other confidentiality requirements the client may have, and it is not work that presents any conflict of interest or the appearance of conflict of interest to the client;
- Seconded will be onsite at client’s offices and will be provided with a laptop by client to be used for client work only;
- The firm’s normal conflicts of interest policies and procedures will continue to apply and must be complied with regarding third parties;
- Client will provide a suitable work space and resources to competently execute the work;
- Client will assign one supervising attorney to supervise and provide feedback to the seconded at least once before or at the end of the secondment period. Client will also provide feedback of its experience to MCCA at the end of the secondment period.
- Client will not pay for any relocation expenses during the secondment period;
- If seconded will be working in a state s/he is not admitted to practice, seconded will consult a professional responsibility professional partner to determine if there are any unauthorized practice of law issues.
- Client does not guarantee a permanent opportunity after the secondment period



but will consider secondee and/or firm for future work; and

- Any liability including malpractice will be covered by the firm unless it is related to being onsite;
- Client will provide a point of contact for the secondment program to MCCA for the purposes of opportunities and programmatic evaluation/feedback.