

E. Expert Retention Agreement Letter

PRIVILEGED AND CONFIDENTIAL

Expert's Address:

Date: _____

Subject: Retention Agreement for Services as Non-Testifying Consulting Expert

[NOTE: This letter should be sent by company counsel or, in appropriately modified form, by outside counsel if outside counsel has been retained.]

Dear [Expert's Name]:

This letter confirms that you have been retained to serve as a consulting, non-testifying expert to assist me as counsel for [Company Name] in connection with the [Case or Incident Name] litigation/investigation that is pending.

In entering into this agreement, it is our understanding that neither this agreement, nor any other work you have performed in the past, creates any conflict that restricts you in any way from assisting us in this matter. If at any time during the course of your work under this agreement you become aware of any potential conflict between your prior obligations and your work for us, please immediately inform us of the potential conflict and refrain from further work on this matter that would violate any prior obligations.

To assist in the identification of any such conflicts, we specifically inform you that: [describe potential conflicts including any parties involved].

With regard to your services, I anticipate that I or someone on my staff or [name of outside counsel] will consult with you concerning the impact and effects, if any, of a spill of [substance] at the site on [date]. We may also consult with you concerning the impact and effects, if any, of other possible disposal activities at the site. This work will involve [describe the work: e.g., calculating the fate and transport of various materials at specific locations at the site]. We anticipate that if litigation ensues we may need you to assist outside counsel in preparing one or more testifying experts who would present evidence and expert opinion as to the impact and effects, if any, of the spill. Outside counsel may also provide you with copies of reports submitted by and/or testimony provided by the plaintiffs' experts for your professional evaluation of those experts' opinions with regard to the fate and transport of contaminants at the site and the impact of those contaminants on various remedial measures being taken at the site.

All information and documents shared with you as well as all work performed by you in connection with this agreement should be treated as strictly confidential. Moreover, all communications between us should be treated as protected by the attorney-client privilege and the attorney work-product doctrine. Accordingly, information you receive from us should be kept in a secure place and no information about this work may be disclosed to any third party without our prior written approval. All such information and any written product in connection with your retention under

this agreement shall be the property of [company name] and shall be returned/provided to us with all copies on our request.

In connection with your work, we may disclose to you confidential business information (collectively, “Confidential Information”), such as documents relating to [Company’s] process chemistry. Our sole purpose for disclosing such Confidential Information is to enable you to conduct your work in connection with this agreement, and you hereby agree to restrict your use of this information to that purpose and to return all such Confidential Information upon request.

We have agreed that you will be compensated for your time at your usual and customary billing rate of \$_____ per hour, plus reasonable expenses. Your bills, with receipts for any substantial expenses, should be directed to me at the end of each month and I will see that they are promptly processed for payment.

Please indicate your agreement to these terms by signing and returning the attached duplicate of this letter. Should you have any questions or concerns about any of these terms, please call me immediately so that we may discuss these issues.

I look forward to working with you on this project.

Sincerely,
[Name]

SO ACCEPTED,

Date: _____

By: _____
Expert Name