[Date]

[Lead Counsel Name]
[Law Firm Name]
[Address]
[City, State, Zip]

RE: Engagement of Co-Counsel for Intellectual Property Matter: [Project/Case Name]

Dear [Lead Counsel Name],

This letter sets forth the terms and conditions under which [Co-Counsel Firm Name] ("Co-Counsel") will associate with [Lead Counsel Firm Name] ("Lead Counsel") to represent [Client Name] ("Client") in connection with [Description of IP Matter, e.g., Patent Litigation/Trademark Prosecution].

1. Scope of Services
Co-Counsel is engaged to provide specific legal services including, but not limited to: [List specific duties, e.g., local counsel filings, technical analysis, or prior art searches].

2. Division of Responsibility
Lead Counsel shall maintain primary responsibility for the matter and communication with the Client. Co-Counsel shall report directly to Lead Counsel unless otherwise directed.

3. Fees and Expenses
Co-Counsel will bill for legal services at the following hourly rates: [Rates]. Lead Counsel shall ensure that the Client has consented to this association and the division of fees. Invoices will be submitted [Monthly/Quarterly] to [Lead Counsel/Client].

4. Conflicts of Interest
Co-Counsel has performed a conflict check and, based on the information provided, no conflicts exist regarding [Client Name] or the adverse parties: [Adverse Party Names].

5. Confidentiality and Work Product
The parties agree that all shared information is protected by Attorney-Client Privilege and the Work Product Doctrine. This association does not constitute a general partnership between the two firms.

6. Termination
Either firm may terminate this association upon written notice, subject to the applicable rules of professional conduct and court approval if required.

Please indicate your acceptance of these terms by signing below.

Sincerely,

[Your Name]
[Your Title]
[Co-Counsel Firm Name]

Agreed and Accepted:

_____
[Lead Counsel Signature]

Date: _____