

**APPENDIX A**

**SAMPLE LETTER OF ENGAGEMENT**

Between:

Client: Stevens Institute of Technology ("Stevens")

and

Outside Legal Counsel: [Name of law firm]

[Outside Legal Counsel] has undertaken on Stevens' behalf, representation in connection with the matter[s] described below:

**SCOPE OF REPRESENTATION**

A claim, dispute or dealings with relating to

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All of [Outside Legal Counsel's] services in this matter will end, unless otherwise agreed upon in a writing signed by both parties, when there is a final agreement, settlement, decision or judgment by the court. Not included within the scope of [Outside Legal Counsel's] representation are appeals from any judgments or orders of the court. Appeals are subject to separate discussion and negotiation between both parties. Also not included in the scope of this agreement are services Stevens may request of us in connection with any other matter, action or proceeding.

**STEVENS' LEAD INSIDE COUNSEL**

[Name, contact information]

**FEES, EXPENSES, BILLING PRACTICE and OUTSIDE COUNSEL STAFF ASSIGNED TO THE MATTER**

[Outside Legal Counsel] intends to submit a bill to you no less frequently than every 30 days. Expenses will be separately stated on the bill and the fees will be charged as indicated below:

On the basis of our time charges as follows:

\$ \_\_\_\_\_ per hour for the services of [name];

\$ \_\_\_\_\_ per hour for the services of [name];

**ARBITRATION**

In the event that a dispute arises between Stevens and [Outside Legal Counsel] relating to [Outside Legal Counsel] fees, Stevens may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

**ACCEPTED BY**

[Name of Law Firm]

Stevens Institute of Technology

By:

Stefano Falconi, Chief Financial Officer

Dated:

Dated:

(b) The letter of engagement shall address the following matters: (1) Explanation of the scope of the legal services to be provided; (2) Explanation of attorney's fees to be charged, expenses and billing practices; and (3) Where applicable, shall provide that the client may have a right to arbitrate fee disputes under Part 137 of the Rules of the Chief Administrator.