

OUTSIDE COUNSEL GUIDELINES

1.0 Introduction. The Office of General Counsel (“OGC”) is responsible for the coordination and management of all legal matters arising from or pertaining to the operations of the University of Rhode Island (“the University”). When appropriate, the OGC will retain Outside Counsel to represent the University, subject to these Outside Counsel Guidelines (“Guidelines”).

1.1 References to “Outside Counsel” in these Guidelines includes outside attorneys, their firms, any affiliates of their firms, and the employees and agents of any of them.

1.2 References to “the University” in these Guidelines includes the University of Rhode Island Board of Trustees. It also includes, where applicable, any individuals entitled to representation or indemnification in a specific matter.

1.3 The purpose of these Guidelines is to set forth general principles governing the retention and work of Outside Counsel to ensure the highest quality legal representation and services for the University while maintaining effective supervision and cost controls.

1.4 These Guidelines are effective for all work performed beginning July 1, 2022. Unless exceptions are approved in writing by the OGC, these Guidelines constitute the terms under which Outside Counsel are engaged. By accepting an engagement, Outside Counsel will be deemed to have familiarized themselves with these Guidelines and to have agreed to adhere to them in all respects, now and as they may change from time to time upon written notice.

2.0 Retention. Only the OGC may retain Outside Counsel on behalf of the University. There are a number of reasons for this, including the importance of assuring consistent application of laws and policies throughout the University, avoiding redundant research, facilitating the communication of facts important to the legal inquiry, and assuring a comprehensive approach to situations where legal advice might otherwise consider only a part of a larger picture. Outside Counsel shall not accept retention or assignments from other University employees or representatives without the approval of the OGC.

2.1 The OGC will retain Outside Counsel through a written letter of engagement (the “Engagement Letter”), which must be consistent with the requirements of R.I.G.L. § 37-2-70, these Guidelines, and any other applicable University policies and procedures. At a minimum, the Engagement Letter must:

2.1.1 Identify each individual included in the engagement and their title (i.e., partner, associate, paralegal);

2.1.2 State the rate of compensation, including, if applicable, the hourly rate for each individual included in the engagement;

2.1.3 Certify that the rate of compensation does not exceed the rate of compensation charged to the Outside Counsel's preferred public or private clients;

2.1.4 State the scope of services to be performed for the compensation; and

2.1.5 Provide for the payment of expenses incurred in connection with the services.

2.2 Pursuant to R.I.G.L. § 37-2-70, the Engagement Letter shall not be for more than one year. Generally, the University engages Outside Counsel on a fiscal year basis, with each fiscal year beginning on July 1 and ending on the following June 30. A new Engagement Letter must be provided for each new fiscal year or the engagement will end as of June 30.

2.3 All elements of an Engagement Letter, including the rate of compensation and the scope of services, shall remain in effect for the duration of the engagement unless agreed to in writing by the OGC.

2.4 Where a firm is engaged by the OGC for multiple matters, we expect that the firm will provide a mutually-agreeable relationship partner who, without charge to the University, will be knowledgeable about and coordinate the representation of the University by the firm. This includes assuring that each lawyer involved in University assignments is aware of other assignments (past and current) handled by the firm that might bear on the lawyer's work, reviewing bills for accuracy and fairness before they are sent to the University, and serving as a person to whom the OGC can go if there are any concerns about the representation.

3.0 Conflicts of Interest. Prior to and throughout an engagement, Outside Counsel must be vigilant in identifying and avoiding any conflicts of interest or the appearance of such conflicts. Outside Counsel must be sensitive to both direct conflicts of interest that representation of the University and other clients poses, and to less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important University interests.

3.1 Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflicts exist. The obligation to disclose conflicts continues throughout the course of the representation such that Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened.

3.2 The OGC expects to be promptly informed of and consulted with respect to all conflicts and potential conflicts, which must be resolved to the satisfaction of the OGC before the representation may begin or continue.

3.3 The OGC will not agree to prospective waivers of conflicts or potential conflicts. Requests for waivers of any conflict of interest will be considered by the OGC only on a case-by-case basis. All such waivers must be in writing.

3.4 In no case will a waiver be granted for a firm to be in an adversarial position to the University in any litigated or contested matter before any court, administrative agency, or alternative dispute resolution body.

3.5 Where a waiver is given, Outside Counsel must, unless the OGC expressly agrees otherwise, maintain an ethical wall so that lawyers involved with University matters are not involved in the representation constituting a conflict or potential conflict of interest and the lawyers involved with the University maintain the confidence of the University as set forth in these Guidelines vis a vis the lawyers in the firm that are or may be adverse to the University.

4.0 Consultation. The OGC seeks Outside Counsel who will work collaboratively with the OGC. In order to assist Outside Counsel in representing the University, one of the attorneys within the OGC will be assigned to supervise the representation and to act as in-house liaison (“the OGC Liaison”).

4.1 Except for those limited circumstances where the OGC has retained Outside Counsel and consented to an ongoing direct relationship between the Outside Counsel and a specific University employee/office, all communications from Outside Counsel with University employees must be through or jointly with the OGC. Where Outside Counsel is given permission to communicate directly with a University employee in a specific matter, the OGC Liaison must be copied on all emails and correspondence unless expressly agreed otherwise by the OGC Liaison.

4.2 Outside Counsel must consult with the OGC Liaison on all aspects of the representation and ensure that the OGC Liaison is kept fully informed of the current status and proposed course of all matters being handled by Outside Counsel. The University expects no surprises with respect to strategies, outcomes, or the cost and expense of legal work on behalf of the University. Unless waived by the OGC, Outside Counsel should present anticipated budgets, assessments, and strategies for discussion at an early stage of any new matter, and on a regular basis thereafter.

4.3 The OGC Liaison should be provided significant documents, such as pleadings, written discovery responses, dispositive motions, and mediation statements, in advance with enough lead time to allow for meaningful review. The OGC Liaison will assist Outside Counsel in complying with discovery obligations, including e-discovery. Depositions for or on behalf of the University must be discussed with the OGC Liaison and depositions of University employees shall be scheduled through the OGC, unless otherwise instructed by the OGC Liaison.

4.4 In litigated matters, the use of alternative dispute resolution such as mediation and arbitration should be actively considered and reviewed with the OGC. No settlement offers in litigated or non-litigated matters may be made without prior authorization of the OGC.

5.0 Budgets/Cost Estimates. In any matter where the legal costs or exposure may be substantial, the OGC Liaison may ask that Outside Counsel provide a budget for the life of a case and cost estimates for important phases of a case.

5.1 In general, a budget should reflect major assumptions, conform to the established management plan, identify specific work phases, and estimate the cost of each phase, identifying projected fees and

disbursements. Outside Counsel should update these estimates whenever a significant change to prior estimates is contemplated.

5.2 The University places significant reliance on cost estimates and expects Outside Counsel to prepare them with care. Although the OGC understands that unanticipated events may have an impact on costs, Outside Counsel is expected to consult with the OGC Liaison promptly if Outside Counsel believes the most recent cost estimate is no longer accurate. Should total fees or costs exceed an agreed budget, without adequate explanation that the increased expense will be necessary and agreement by the OGC in advance, the OGC reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the agreed budget.

5.3 Time spent preparing a budget is not billable.

6.0 Staffing. Law firm staffing decisions regarding the attorneys who will work on a University matter, including both the overall staffing structure and the specific individuals involved, should be discussed in advance with the OGC Liaison.

6.1 Each attorney included in an engagement must hold the appropriate professional license; be competent to perform the services as reflected by formal training, education, and experience; and be able to perform the services as reflected by workload and availability of adequate personnel, equipment, and facilities.

6.2 Unless otherwise agreed, the OGC expects the lead attorney retained to be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that lead attorney, however, should be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product.

6.3 In general, University matters should be staffed with the minimum number of attorneys consistent with high quality legal services. No more than one partner and one associate should be assigned to a matter without the permission of the OGC Liaison. Staffing meetings, depositions, mediations, and arguments should be as efficient as possible.

6.4 In general, only one person from the firm should have their time billed for participation in meetings; attendance at depositions, mediations, arguments, and other appearances; and drafting and reading internal email correspondence, unless prior approval has been obtained by the OGC Liaison.

6.5 The University will not pay for learning time that may result from staffing changes at a firm and will not reimburse Outside Counsel for any routine training or supervisory time unless specifically approved in advance and, if applicable, included as part of the budget.

7.0 Billing. The OGC expects Outside Counsel invoices to show the same high quality and care as all legal work. Fees and expenses should be reviewed by the appropriate firm attorney before the bill is submitted to the University. Fees and expenses, or portions thereof, that are not necessary for the task or are inconsistent with the Engagement Letter or these Guidelines should be deleted or modified before they are submitted to the University.

7.1 The OGC looks favorably on alternatives to traditional hourly billing, such as fixed-fee and per-task arrangements, reduced hourly rates with incentive bonuses, value billing, negotiated discounts, and blended rates, and encourages Outside Counsel to propose such alternative arrangements.

7.2 Where hourly rates are applicable, all Outside Counsel bills must conform to the following requirements unless otherwise agreed to by the OGC in writing:

7.2.1 Time must be billed in 0.1 hour increments and on a per-task basis;

7.2.2 Each time entry must clearly identify the individual performing the task and the applicable rate;

7.2.3 Each time entry must be specific, detailing the date, specific action taken, and subject matter;

7.2.4 Absent prior approval by the OGC Liaison, the University will not pay for more than ten hours of time by a single timekeeper in a single day; and

7.2.5 There should be no billing for time spent on “file maintenance” or “file organization” or the like except in actual preparation for a scheduled hearing or trial.

7.3 Outside Counsel should bear in mind that invoices may be disclosed pursuant to the Rhode Island Access to Public Records Act. While the University will endeavor to redact privileged information before releasing any invoices, Outside Counsel should, to the extent practicable and consistent with the need to fully inform the OGC of its activities and to allow the OGC to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

7.4 Invoices should be sent on a monthly basis to the OGC Liaison, with a copy to the OGC’s Legal Assistant Patricia Foster via e-mail to patricia_foster@uri.edu. Even where bills are paid directly by another office at the University, a copy of all bills must be sent to, and approved by, the OGC.

8.0 Expenses. The University will reimburse Outside Counsel for reasonable, documented, and itemized out-of-pocket disbursements and costs incurred on behalf of the University, with the exceptions and limitations set forth in these Guideline.

8.1 Costs in excess of \$100.00 (One Hundred and no/100 Dollars) require pre-approval by the OGC Liaison, as well as the submission of back-up documentation at the time of billing.

8.2 If billing for photocopying, it will be reimbursed at actual costs, expected to be no more than ten cents per page.

8.3 Overnight delivery services (e.g., UPS, FedEx) and hand delivery should be used only when necessary for time-sensitive matters or imminent deadlines.

8.4 Unless otherwise approved by the OGC Liaison, the following fees are prohibited and will not be reimbursed by the University:

8.4.1 Preparation of budgets, invoices, or responses to billing questions;

8.4.2 Investigating potential conflicts of interest;

8.4.3 Training or education of personnel;

8.4.4 Basic research on matters presumed to be within the firm's expertise;

8.4.5 Responses to requests from University external auditors;

8.4.6 Work that is clerical or secretarial in nature, regardless of the individual performing the task; and

8.4.7 Basic support services or other disbursements generally considered to be part of Outside Counsel's overhead, including telephone answering services, word processing and calendaring systems, library usage, online legal database services, office supplies, computers and mobile devices, and internet service charges.

8.5 Travel expenses must be reasonable and consistent with applicable University policies. Any air and rail, out of town, or overnight travel must be approved in advance by the OGC Liaison. Outside Counsel is expected to use good judgment selecting hotels and restaurants and incurring expenses for which the University is to be charged. Alternatives to travel such as conference calls or videoconferences are encouraged and should be used whenever practicable.

9.0 Outside Consultants, Vendors, and Experts. The retention of outside consultants, vendors, or experts, and their rates of compensation, must be approved in advance by the OGC Liaison. Outside Counsel has the responsibility to ensure that there are no conflicts between any outside consultant, vendor, or expert and the University. The billing and expense policies as outlined in these Guidelines should be made available to and followed by all outside consultants, vendors, or experts.

10.0 Insurance. If a particular matter has coverage under any of the University's insurance policies, Outside Counsel is expected to familiarize themselves with any applicable rules, procedures, and/or guidelines of the insurance provider and to adhere to them in all respects.

10.1 All invoices should be submitted to both the OGC and the insurance provider(s). Outside Counsel should promptly notify the OGC of the insurance provider(s) approval or disapproval of each invoice or any portion thereof.

10.2 Outside Counsel is expected to be aware of and track its fees and expenses to any applicable self-insured retention/deductible and to promptly notify the OGC when the self-insured retention/deductible is met.

10.3 Unless expressly agreed to be the OGC Liaison, the University will not pay any fees or expenses that are considered impermissible by the relevant insurance provider.

11.0 Confidentiality. All information Outside Counsel learns about the University in the course of representing the University must be treated and maintained as strictly confidential. Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality, and non-disclosure of all privileged, proprietary, and confidential information and is expected to have in place appropriate procedures to ensure the protection of all such information.

11.1 Outside Counsel must take appropriate measures to ensure that all legal and non-legal personnel, including any outside consultants, vendors, and experts, are familiar with this requirement and are effectively supervised in this regard.

11.2 Outside Counsel may not make public statements or comments to the media concerning University legal matters unless specifically authorized by the OGC.

11.3 In the event any confidential University information is compromised or potentially compromised, Outside Counsel must notify the OGC Liaison immediately.