

IIE Sample Engagement Letter (for reference only)

[SUBJECT] Advice or Report of

[DATE of Letter]

[NAME of Firm of Solicitors]

[ADDRESS of Firm of Solicitors]

Dear Sirs,

1. This letter is the entire agreement between [Plaintiff/Defendant] (“ the client”) acting by [the firm of solicitors/lawyers](the (“Firm”) and [Expert] (“I” or “me”) under which I will provide [advice or consulting services or expert report] in the matter of [Plaintiff’s Name] v [Defendant’s Name] before the [Name of the court or tribunal], which matter is [Case Number]. Should any provision of this agreement become inoperative, all other provisions of this agreement shall remain in full force and effect. Any documents that I prepare may not be published or used for any purpose other than that of the mentioned case.
2. The client concurrently intend to call me as an expert witness to testify upon the Firm’s request. For the purposes, the services to be provided by me include my impartial opinions, my work product, and facts known or relied upon by me, which may be disclosed as required. The Firm will make scheduling arrangements with me for any testimony that I am to give in an expert report or verbally at a trial or hearing.
3. I am not aware of any conflict of interest that I have with any of the parties to the litigation/arbitration. If I become aware of any, I will immediately notify the client and the Firm.
4. My consulting services shall relate to the [SUBJECT] in [Case Number]. The Firm will advise on all legal matters, including informing me of any legal deadlines related to my services. Certain assumptions may need to be drawn from expert opinions or other sources of evidence relating to [XXXXXX]. Since determining the appropriateness to present or refute in the case is a legal matter, the Firm is responsible for identifying and proffering or refuting the appropriate evidence, including the expert report or other evidence including any assumptions.
5. My initial consulting service is to provide a written report relating to [Case Number]. I anticipate that I can complete the expert report required within [XX] days of receiving the terms of appointment and complete data, facts, evidence to the case. The Firm and [Client] represent to the best of your knowledge and belief that all information and documents the Firm or [Client] have provided or will provide to me are true, correct, and complete,

therefore, I may rely upon such information and documents without separate investigation and verification.

6. If I am scheduled to testify in court/arbitration or if the Firm request an updated written report, I will prepare an appropriately updated written report as needed.
7. In addition, the advisory services may include any of the following if the Firm or the client makes a request for such services:
 - Conveying objective expert knowledge to you to help you prepare questions for depositions or written interrogatories relating to any issues in dispute prepared for the case of the claim/defence.
 - Evaluating or designing structured settlement, that is, settlement that includes one or more payments to the other party after the date of the settlement agreement.
 - Conducting an expert report of [SUBJECT]
 - Such other appropriate and relevant services that you specifically request.
8. There are many factors which may affect the resolution or outcome of the case. My responsibilities are limited to my opinions and work product and do not extend to all factors that affect the ultimate resolution or outcome of the case. You are hiring me to provide objective opinion and work product, that is, opinion and work product that are impartial without regard to whether the plaintiff or defendant will benefit. My duty is to the Court or the Arbitral Tribunal of the case.
9. You will advise me of any work you desire to be completed in addition to the written expert report and I will provide you with an estimate of the time required to complete each request that you make. The time required will depend upon the extent and nature of available background information, as well as the developments that may occur as the work progresses. In the event it becomes necessary to spend more time than was referred to in my estimate, I will discuss the situation with the Firm prior to expending more time.
10. I will submit to the Firm invoice for my services each month at the end of the month. The Firm and the client are jointly and severally liable for payment for my services. I will provide the Firm with a separate invoice for any portion of my fees and expenses that the Firm direct are to be charged to the plaintiff/defendant and plaintiff's/defendant's solicitors, although ultimate responsibility to pay the invoice remains with the client. The invoice will be payable within 7 days of your receipt of the invoice. The invoice will be based on the sum of the following:
 - A flat fee of [HK\$XX] for the [SUBJECT] expert report.
 - A charge for hours expended on the engagement other than those hours required to develop, prepare, and update the report. The charge for those hours will be [HK\$XX] per hour for testimony in depositions or at trial; [HK\$XX] per hour for any other time expended, including preparation time for testimony or time spent after testimony. Time expended includes round trip travel time and time spent waiting at depositions or in court/arbitration tribunal to testify.

- A minimum scheduling fee of [HK\$XX] for each of my appearances at depositions or trial that are cancelled with [72] hours of the scheduled appearance.
 - Cost of travel and out-of-pocket expenses at cost.
 - A late charge of the lesser 15 percent per month compounded monthly.
 - My hourly and flat rates are subject to change in January of each year. I agree to charge you the rates quoted in this agreement for services performed through [the end of YEAR]. In January of each calendar year for services performed after [the end of YEAR], I may adjust the rates I charge to reflect inflation from [December YEAR].
11. My usual practice in this type of engagement is to receive a retainer of [HK\$XXX] before starting to work. The retainer is not intended to be an estimate of the total charges for the work to be performed. The retainer will be applied to the final invoice for the engagement, any unused portion of the retainer will be refunded.
12. If not resolved through negotiation by the parties, any controversy, dispute, or claim arising out of, relating to, or breach of this agreement shall be settled and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“HKIAC”) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be the Law of the Hong Kong Special Administrative Region and the seat of arbitration shall be Hong Kong. The number of arbitrator shall be one and the arbitration shall be conducted in English.
13. The award rendered by the arbitrator from the above arbitration may be entered in any court having jurisdiction. You and your client agree (a) my liability is limited to the fees that I have collected for your services rendered, exclusive of reimbursed expenses and (b) to pay reasonable legal fees incurred by me to collect or pursue arbitration for past due invoice if any portion of my unpaid fees are determined to be due.
14. The construction, validity and performance of this Agreement shall be governed in all respects by the Law of the Hong Kong Special Administrative Region.
15. I reserve the right to halt further services or terminate this engagement for (a) invoices that are not timely paid, (b) a change in the firm of Solicitors/lawyers or parties involved in the case, or (v) information becomes known that makes my services inappropriate.
16. The proposed terms of this letter are subject to change if not accepted within 15 days of the date of this letter. This agreement will become effective as soon as you sign and date this letter and return one original to me with the retainer. A second original of this letter is enclosed for your records.

Yours faithfully,

Accepted by and on behalf of

Signed by

[Name of Plaintiff]

[Expert]