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CONTRACT FOR LEGAL SERVICES

This Contract for Legal Services ("Contract"), entered into as of the DAY of MONTH, YEAR, by and between NAME OF LAW FIRM, hereinafter called the "Law Firm" and the Commonwealth of Pennsylvania, acting by and through the NAME OF DEPARTMENT/AGENCY, hereinafter called the "Department."

WHEREAS, the Department has a need for professional and specialized legal services to represent the Department in matters described in Appendix A; and

WHEREAS, the Law Firm has represented that it is qualified to and has agreed to perform such professional and specialized legal services.

NOW, THEREFORE, the Department and the Law Firm, with the intention of being legally bound, hereby agree as follows:

- 1. <u>Definitions</u>. The following definitions shall apply when used in this Contract:
- a. "General Counsel" shall mean the Governor's General Counsel, who serves as chief legal advisor to the Governor and supervises, coordinates, and administers the legal services for each Executive Agency pursuant to the Commonwealth Attorneys Act (71 P.S. §§ 732-101 et seq.), or her designee.
- b. "Department" shall mean the NAME OF DEPARTMENT/AGENCY, a governmental entity of the Commonwealth of Pennsylvania under the Governor's jurisdiction. The NAME OF DEPARTMENT/AGENCY Office of Chief Counsel shall serve as the main contact for all references to "Department" in this Contract.
- 2. <u>Services</u>. The Law Firm shall perform the services described in Appendix A of this Contract.
- 3. <u>Compensation</u>. The Law Firm shall be compensated by the Department for the services contracted for in an amount not to exceed \$AMOUNT, in accordance with the provisions established in Appendices B and C of this Contract.

4. Term of Contract.

- a. The term of this Contract shall commence on the date of the issuance of the Purchase Order hereunder and shall end on TERMINATION DATE, subject to the other provisions of this Contract.
- b. Except as otherwise specifically provided for herein, the Commonwealth of Pennsylvania, including the Department, shall not be liable to pay the Law Firm for any services or work performed or expenses incurred before the issuance of the Purchase Order hereunder.

April 2007 1