**JOINT DEFENSE AGREEMENT**

The counsel whose signatures appear below on this JOINT DEFENSE AGREEMENT (hereinafter referred to as “counsel”) and the “Clients” whose signatures appear below on this JOINT DEFENSE AGREEMENT have agreed as follows, in connection with any and all civil, administrative, and/or criminal investigations and proceedings that have been or may be initiated with regard to a \_\_\_\_\_\_\_\_\_\_ case in \_\_\_\_\_\_\_\_\_\_ County, Texas, hereinafter referred to as the “Investigation.”

1. Counsel and Clients have mutually concluded that their respective clients have interests in common. They have also concluded that, from time to time, the mutual interests of their respective clients will be best served by sharing documents, factual materials, mental impressions, memoranda, interview reports, and other information including the confidences of their clients, which information is herein referred to as “defense materials.” Some or all of these defense materials may be privileged from disclosure to adverse or other parties as a result of the attorney-client privilege, the work product doctrine, or other applicable privileges.

2. Counsel and Clients have agreed to exchange defense materials between them in order to further their clients' common interests. Disclosure of matters of common concern is essential to the effective representation of Clients and therefore all work performed and all communications by the undersigned Counsel and Clients pursuant to this JOINT DEFENSE AGREEMENT shall be conducted and protected pursuant to the “Joint Defense Doctrine” recognized in such cases as *United States v. McPartlin*, 595 F.2d 1321 (7th Cir. 1979) and *Hunydee v. United States*, 335 F.2d 183 (9th Cir. 1965). It is their mutual understanding that such exchanges or disclosures are not intended to diminish in any way the confidentiality of such defense materials. It is further their understanding any exchange of defense materials will not constitute a waiver of any otherwise applicable privilege(s).

3. Counsel and Clients have further agreed that neither they nor their clients will disclose defense materials received from each other, or the contents thereof, to anyone except their respective clients, attorneys within their firms, their employees or agents, or co-counsel, without first obtaining the consent of all parties who may be entitled to claim any privileges in said defense materials, as well as the written consent of the counsel to those parties. Modifications of this JOINT DEFENSE AGREEMENT can be made if such modifications are in writing and are signed by all counsel and clients.

4. Defense materials that are shared, and the information contained therein, are to be used solely by counsel in connection with their representation of their respective clients regarding the "Investigation." Neither the defense materials nor the information contained therein may be used for any other purpose without the written consent of all counsel who are parties to this agreement and their respective clients. No defense materials may be taken out of counsel’s custody.

5. Counsel and Clients agree that the existence of this JOINT DEFENSE AGREEMENT and its contents are defense materials within the meaning of this agreement. Thus, the existence and contents of this JOINT DEFENSE AGREEMENT shall be kept confidential and protected by the terms and conditions of the JOINT DEFENSE AGREEMENT itself, except as otherwise provided below.

6. If another person or entity requests or demands, by subpoena or otherwise, any “**defense materials**,” counsel for the party receiving the request or demand for the defense materials will notify the party or parties with rights in said materials, and their counsel, immediately. With respect to documentary defense materials, the person or entity seeking such materials will be informed that they are the property of another party (whose identity shall not be disclosed, except as provided for below). All lawful steps will be taken to permit the assertion of all applicable rights with respect to said defense materials. No defense materials shall be tendered to any person or entity not a party to this agreement except as follows: (1) with the consent of all parties to this agreement; (2) after the issuance of a lawful order of a court of competent jurisdiction; or (3) to a court of competent jurisdiction during an *ex parte, in chambers* submission to demonstrate the existence of the joint defense privilege. The identity of the parties shall not be disclosed to any person or entity not a party to this agreement except as follows: (1) with the consent of all parties to this agreement; (2) after the issuance of a lawful order of a court of competent jurisdiction; or (3) to a court of competent jurisdiction during an *ex parte, in chambers* submission to demonstrate the existence of the joint defense privilege.

7. In the event that any counsel and/or any client who is a party to this JOINT DEFENSE AGREEMENT decides, for whatever reasons, to terminate this JOINT DEFENSE AGREEMENT, notification of termination shall be made upon all other parties immediately by telephone or fax transmission and confirmed by written letter to all other parties. In such event, the terms and conditions of this JOINT DEFENSE AGREEMENT shall continue to apply as to all materials and information shared prior to the date of termination and as otherwise provided below in paragraph 12.

8. Upon such termination, all exchange of information shall cease with the Client and Counsel who terminate this JOINT DEFENSE AGREEMENT, and any unopened or unexamined written communications pursuant to this Agreement shall be returned to the sender without further copying, examination, or use. Notwithstanding said termination, all obligations to safeguard the private and confidential nature of information pursuant to this Agreement shall continue for a period of twenty (20) years after the date of the notice or event causing termination. As a further confidentiality safeguard after termination, a party may request the other party to this Agreement to return all copies of specified documents or tangible items which have been provided under this Agreement by or on behalf of the party making the request. Any such request shall be honored by return of all copies of the documents or items requested within ten (10) calendar days of the request. A certification shall also be provided that all photograph negatives, verbatim notes, computer media, and any other sources from which the documents or items could be constructed have been returned to the party making the request (or, with regard to the magnetic media, have been reused).

9. The parties acknowledge that specific enforcement of this Agreement is appropriate to protect the expectation of confidentiality guaranteed by this Agreement. Further, the parties agree that this Agreement confirms oral understanding and written agreements made previously by and between the attorneys for some of the specified Clients and this Agreement shall be deemed to be effective as of the date of such oral understandings.

10. Each signatory to this Agreement agrees immediately to advise all other Counsel to this Agreement if the prosecution indicates that his Client will be immunized, or if he intends to seek immunity for the protection of his Client, or if his Client is given immunity. Each signatory to this Agreement also agrees immediately to advise all other Counsel to this Agreement if the Client enters into an oral or written agreement of any kind with any branch of the federal or state government concerning the "Investigation."

12. No party to this agreement shall ever move to disqualify counsel for another party to this agreement on account of the defense materials shared by and between the parties to this agreement in any matter arising out of the investigation, as that term is defined above. No party to this Agreement shall ever claim that the existence of this JOINT DEFENSE AGREEMENT or the fact that defense materials may have been shared pursuant to this JOINT DEFENSE AGREEMENT has created a conflict of interest in reference to any matter arising out of the investigation, as that term is defined above. These provisions control regardless of whether a party has terminated his agreement to this JOINT DEFENSE AGREEMENT.

AGREED TO BY THE FOLLOWING COUNSEL ON BEHALF OF THEIR CLIENTS AND THE FOLLOWING CLIENTS PERSONALLY:

SIGNED on , 2018.

**Counsel:**

**Clients:**