**NOTE: This is a sample agreement and should be tailored to the needs of your law practice**

## INTERIM ADMINISTRATOR PLANNING AGREEMENT

Between: , hereinafter referred to as “Designating Attorney”

And: , hereinafter referred to as “Interim Administrator”

### Purpose.

The purpose of this Interim Administrator Planning Agreement (hereinafter “this Agreement”) is to protect the legal interests of the clients of Designating Attorney in the event Designating Attorney is unable to continue Designating Attorney’s law practice due to resignation, disbarment or suspension, disappearance, imprisonment, death, disability, or incapacity. See MCR 9.301(A).

### Parties.

The term *Interim Administrator* refers to the attorney defined in the caption above or the Interim Administrator’s alternate. The term *Designating Attorney* refers to the attorney designated in the caption above or the Designating Attorney’s representatives, heirs, or assigns.

### Establishing Death, Disability, Discipline, or Incapacity.

In determining whether Designating Attorney is dead, disabled, impaired, or incapacitated, Interim Administrator may act upon such evidence as Interim Administrator shall deem reasonably reliable, including, but not limited to, communications with Designating Attorney’s family members or representative or a written opinion of one or more medical doctors duly licensed to practice medicine. Similar evidence or medical opinions may be relied upon to establish that Designating Attorney’s disability, discipline, or incapacity has terminated. Interim Administrator is relieved from any responsibility and liability for acting in good faith upon such evidence in carrying out the provisions of this Agreement. See MCR 9.305.

### Commencement of Proceedings Not Required

Interim Administrator may determine that commencement of a circuit court proceeding under MCR 9.305 is “not necessary to protect the interest of the” Designating Attorney’s Clients. Commencement of proceedings is not required for this Agreement to become effective, and the Interim Administrator may act under this Agreement and corresponding Powers of Attorney where appropriate.

### Consent to Continue or Close Practice.

Designating Attorney hereby gives consent to Interim Administrator to take all actions necessary to comply with MCR 9.307 and continue or close Designating Attorney’s law practice in the event that Designating Attorney is unable to continue the practice of law for reasons defined in under paragraph one, *Purpose*, of this Agreement and Designating Attorney is unable to close or temporarily manage Designating Attorney’s own practice. Designating Attorney hereby appoints Interim Administrator as attorney-in-fact, with full power to do and accomplish all the actions contemplated by this Agreement as fully and as completely as Designating Attorney could do personally if Designating Attorney were able. It is Designating Attorney’s specific intent that this appointment of Interim Administrator as attorney-in-fact shall become effective only upon Designating Attorney’s death, disability, discipline, or incapacity. The appointment of Interim Administrator shall not be invalidated because of Designating Attorney’s death, disability, discipline, or incapacity, but, instead, the appointment shall fully survive such death, disability, discipline, or incapacity and shall be in full force and effect so long as it is necessary or convenient to carry out the terms of this Agreement. In the event of Designating Attorney’s death, disability, discipline, or incapacity, Designating Attorney designates Interim Administrator as signatory, in substitution of Designating Attorney’s signature, on all of Designating Attorney’s law office accounts with any bank or financial institution, including Designating Attorney’s lawyer trust account(s). Designating Attorney’s consent includes, but is not limited to:

**NOTE: THIS LIST IS NOT COMPREHENSIVE AND SHOULD BE REVIEWED CAREFULLY**

* Entering Designating Attorney’s office and using Designating Attorney’s equipment and supplies, as needed, to maintain or close Designating Attorney’s practice;
* Opening and processing Designating Attorney’s mail;
* Taking possession and control of all property comprising Designating Attorney’s law office, including client files and records;
* Examining client files and records of Designating Attorney’s law practice and obtaining information about any pending matters that may require attention;
* Notifying clients, potential clients, and others who appear to be clients that Designating Attorney has given this authorization and that it is in their best interest to obtain other legal counsel;
* Copying Designating Attorney’s files;
* Obtaining client consent to transfer files and client property to new attorneys;
* Transferring client files and property to clients or their new attorneys;
* Obtaining client consent to obtain extensions of time and contacting opposing counsel and courts/administrative agencies to obtain extensions of time;
* Applying for extensions of time pending employment of other counsel by the Clients;
* Filing notices, motions, and pleadings on behalf of clients when their interests must be immediately protected and other legal counsel has not yet been retained;
* Contacting all appropriate persons and entities who may be affected and informing them that Designating Attorney has given this authorization;
* Accessing Designating Attorney’s law firm’s Digital Devices to take control, maintain, manage, and continue or discontinue Digital Assets, Electronic Financial Accounts, and law firm’s social media accounts;
* Obtaining from the service providers the electronic identification and passwords required to access Designating Attorney’s law firm’s Digital Assets, Electronic Financial Accounts, and social media accounts;
* Arranging for transfer and storage of closed files;
* Winding down the financial affairs of Designating Attorney’s practice, including providing Designating Attorney’s clients with a final accounting and statement for services rendered by Designating Attorney, return of client funds, collection of fees on Designating Attorney’s behalf or on behalf of Designating Attorney’s estate, payment of business expenses, and closure of business accounts, when appropriate;
* Advertising Designating Attorney’s law practice or any of its assets to find a buyer for the practice; and
* Arranging for an appraisal of Designating Attorney’s practice for the purpose of selling Designating Attorney’s practice.

Interim Administrator will not be responsible for processing or payment of Designating Attorney’s personal expenses.

Designating Attorney’s bank or financial institution may rely on the authorizations in this Agreement, unless such bank or financial institution has actual knowledge that this Agreement has been terminated or is no longer in effect.

### Payment For Services.

Designating Attorney agrees to pay Interim Administrator a reasonable sum for services rendered by Interim Administrator while closing the law practice of Designating Attorney. Interim Administrator agrees to keep accurate time records for the purpose of determining amounts due for services rendered. Interim Administrator agrees to provide the services specified herein as independent contractors.

### Preserving Attorney-Client Privilege.

Interim Administrator agrees to preserve confidences and secrets of Designating Attorney’s clients and their attorney client privilege. Interim Administrator shall make only disclosures of information reasonably necessary to carry out the purpose of this Agreement. See MCR 9.309.

### Interim Administrator Is Not Attorney for Designating Attorney.

Interim Administrator is not Attorney for Designating Attorney. While fulfilling the terms of this Agreement, Interim Administrator is not the attorney for Designating Attorney. Interim Administrator is bound by the MRPC when acting as an Interim Administrator, including MRPC 8.3.

### Providing Legal Services.

Designating Attorney authorizes Interim Administrator to provide legal services to Designating Attorney’s clients, provided Interim Administrator has no conflict of interest **and** obtains the informed written consent of Designating Attorney’s clients. Written consents **must** includean acknowledgment that client understands they are not obligated to retain Interim Administrator. Interim Administrator has the right to enter into an attorney-client relationship with Designating Attorney’s clients and to have clients pay Interim Administrator for his or her legal services. Interim Administrator agrees to check for conflicts of interest and, when necessary, refer the clients to another attorney. MCR 9.303 and MCR 9.317.

### Providing Clients with Accounting.

Interim Administrator agrees to provide Designating Attorney’s clients with a final accounting and statement for legal services of Designating Attorney based on Designating Attorney’s records and to return client funds to Designating Attorney’s clients and to submit funds collected on behalf of Designating Attorney to Designating Attorney or Designating Attorney’s estate representative.

### Interim Administrator’s Alternate.

***(Delete one of the following paragraphs as appropriate.)***

If Interim Administrator is unable or unwilling to act on behalf of Designating Attorney, Designating Attorney appoints as Interim Administrator’s alternate (hereinafter “Interim Administrator’s Alternate”). Interim Administrator’s Alternate is authorized to act on behalf of Designating Attorney pursuant to this Agreement. Interim Administrator’s Alternate shall comply with the terms of this Agreement. Interim Administrator’s Alternate consents to this appointment, as shown by the signature of Interim Administrator’s Alternate on this Agreement.

**OR:**

If Interim Administrator is unable or unwilling to act on behalf of Designating Attorney, Interim Administrator may appoint an alternate (hereinafter “Interim Administrator’s Alternate”). Interim Administrator may enter into an agreement with any such Interim Administrator’s Alternate, under which Interim Administrator’s Alternate consents to the terms and provisions of this Agreement.

### Indemnification.

Designating Attorney agrees to indemnify Interim Administrator against any claims, loss, or damage arising out of any act or omission by Interim Administrator under this Agreement, provided the actions or omissions of Interim Administrator were made in good faith, were made in a manner reasonably believed to be in Designating Attorney’s best interest, and occurred while Interim Administrator was assisting Designating Attorney with the continuation or closure of Designating Attorney’s law practice. Interim Administrator is responsible for all acts and omissions of gross negligence and willful misconduct.

This indemnification provision does not extend to any acts, errors, or omissions of Interim Administrator as attorney for the clients of Designating Attorney.

### Option to Purchase Practice.

**[OPTIONAL]** Interim Administrator shall have the first option to purchase the law practice of Designating Attorney under the terms and conditions specified by Designating Attorney or Designating Attorney’s representative in accordance with the Michigan Rules of Professional Conduct and other applicable law. See MCR 9.307(F)

**NOTE:** If you have an agreement for terms of sale, it should be referenced here, or the terms may be included in this section.

### Arranging to Sell Practice.

If Interim Administrator opts not to purchase Designating Attorney’s law practice, Interim Administrator will make all reasonable efforts to sell Designating Attorney’s law practice and will pay Designating Attorney or Designating Attorney’s estate all monies received for the law practice.

**NOTE:** Consider ensuring that this provision aligns with your personal estate plan. Additionally, you may wish to add requirements to discuss or consult with your personal representative and/or trustee.

### Fee Disputes to be Arbitrated.

**[OPTIONAL]** Designating Attorney and Interim Administrator agree that all fee disputes among them will be decided by an independent arbitrator.

### Termination.

This Agreement terminates upon: (1) delivery of written notice of termination by Designating Attorney to Interim Administrator during any time that Designating Attorney is not under disability, or incapacity, as established under Section 3 of this Agreement; (2) delivery of written notice of termination by Designating Attorney’s representative upon a showing of good cause; or (3) delivery of a written notice of termination given by Interim Administrator to Designating Attorney, subject to any ethical obligation to continue or complete any matter undertaken by Interim Administrator pursuant to this Agreement.

If Interim Administrator or Alternate for any reason terminate this Agreement, or are terminated, Interim Administrator or the Alternate will (1) provide a full and accurate accounting of financial activities undertaken on Designating Attorney’s behalf within 30 days of termination or resignation and (2) provide Designating Attorney with Designating Attorney’s files, records, and funds.

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 [Designating Attorney] [Date]

Replace with Notary Block

 [Interim Administrator] [Date]

Replace with Notary Block