Engagement Protections

What protects the integrity of an engagement: how we handle interference with an investigation, changes to scope, threats to our practitioners, compelled testimony, and the insurance that sits behind all of it.

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An investigation is only as sound as the conditions it runs under. Most of what follows describes situations that are rare, and every one of them has happened somewhere.

We publish our position in advance because the moment to agree these terms is before the pressure arrives, not during it. This document applies to every engagement alongside our conflicts and neutrality policy and any signed engagement letter, which governs where the two differ.

Interference with an investigation

Once we are engaged, the process belongs to the process. Attempts to influence it are documented rather than absorbed.

We record and report to the institution any attempt to direct a finding, any contact with witnesses intended to shape testimony, any pressure applied to the practitioner by a party, by counsel, or by the institution itself, and any effort to obtain a draft before a matter concludes.

Where interference is serious enough that a reasonable reviewer would question the integrity of the process, we say so in writing. Where it cannot be remedied, we stand down and state why. An institution that continues to a finding after a compromised process is buying a document it cannot rely on, and we will not produce one.

We report interference by the institution to the institution, ordinarily to the person above the one applying the pressure, or to counsel where we are engaged through counsel. That escalation route is agreed in the engagement letter rather than improvised.

Retaliation against participants

Retaliation is not our finding to make unless the institution asks us to examine it. It is, however, something we see. Where we observe conduct that appears retaliatory against a complainant, respondent, or witness during a matter we are conducting, we report it to the institution promptly and in writing.

We tell participants at intake that retaliation is prohibited, how to report it, and that reporting it to us is not a substitute for reporting it through the institution’s own channels.

Scope, and changing the question

The scope of a matter is set in writing before intake: what is being examined, under which framework, and what is not in scope. Institutions may expand it, and expansion is priced and documented like any other change.

- A request to **expand** scope mid-matter is agreed in writing, with any effect on timeline and fee stated before the additional work begins.
- A request to **narrow** scope after evidence has been gathered is accepted only where the narrowing does not require us to disregard information already in the record. We will not un-know something.
- A request to **omit** an adverse finding, soften a conclusion, or remove a witness account from the report is declined. There is no version of that request we can accommodate.
- A request to **pause** a matter is accommodated, documented, and reported, including where the pause itself affects the parties.

Where a scope decision would leave a party materially worse off without a defensible reason, we say so before it is made.

Drafts, review, and the final report

The institution may review a draft for factual accuracy, identification of the correct policy, and privacy redactions. It may not direct the findings or the reasoning. We record what was changed at the institution's request and why, and that record stays with the file.

Where the institution disagrees with a finding, it is entitled to say so in writing and to have that disagreement appended. It is not entitled to a different finding.

Practitioner safety

Civil rights work draws hostility. Practitioners are instructed to report threats, harassment, publication of their personal information, and unwanted contact to the firm immediately, and are never penalised for doing so.

When it happens we assess whether the practitioner can safely continue, tell the institution what has occurred and what we need from it, and reassign the matter where continuing would place someone at risk. Where an institution cannot or will not take reasonable steps to protect a practitioner working on its premises, we complete the work remotely or end the engagement.

Practitioners conduct interviews from firm systems and firm contact details rather than personal ones, which is a safety measure before it is an administrative one.

Subpoenas and compelled testimony

If our file or our practitioner is subpoenaed in connection with a matter we handled, we notify the institution promptly unless we are legally prohibited from doing so, and we cooperate with the institution and its counsel on the response.

We do not resist lawful process, and we do not volunteer more than it requires. Where the institution asserts privilege or seeks to quash, that is the institution’s decision to make and its counsel’s to conduct.

Time spent responding to a subpoena, preparing for testimony, or testifying is billed at our standard hourly rate, together with reasonable costs, unless the engagement letter says otherwise. That is true after an engagement has ended, because the obligation outlives it.

Insurance

We carry the coverage below through Hiscox, current as of August 2026. Certificates are provided on request, and institutions requiring specific limits or endorsements for a procurement should raise it at scoping rather than at signature.

- **Professional liability, errors and omissions.** $2,000,000 each claim and $2,000,000 aggregate, no deductible. Covers alleged or actual negligence, defense costs and damages, work performed by employees and temporary staff, and personal injury including libel and slander.
- **General liability.** $2,000,000 each occurrence and $2,000,000 aggregate, no deductible. Covers third-party bodily injury and property damage, personal injury, and the actions of our employees and temporary staff, including work conducted on an institution’s premises.
- **Cyber and data breach response.** $1,000,000 each claim and $1,000,000 aggregate. Covers breach and extortion response, data recovery, defense against privacy claims and regulatory fines, and losses from fraudulent instruction.
- **Digital media liability.** $1,000,000 each claim and $1,000,000 aggregate, shared with the cyber limit. Covers claims arising from published content, including defamation, privacy, and infringement.

Three endorsements matter to institutional procurement and we carry all three: **waiver of subrogation**, **blanket additional insured**, and **primary and non-contributory**. That means we can name your institution as an additional insured where your contract requires it, our policy responds first, and our insurer will not pursue you for a loss.

Coverage responds to our own acts and omissions. It does not insure an institution against the consequences of its own decisions, including a decision made contrary to what we recommended.

Indemnity

We indemnify the institution against loss arising from our negligence, our wilful misconduct, and our breach of confidentiality. The institution indemnifies us against claims arising from its own acts and omissions, including decisions it makes after receiving our findings and any use of our work beyond the purpose it was produced for.

Neither of us indemnifies the other for what the other did. That is the whole principle, and it is deliberately symmetrical.

Limits

Our aggregate liability arising from an engagement is limited to the fees paid under it, except for our wilful misconduct, our gross negligence, and our breach of confidentiality, where no such limit applies. Neither party is liable to the other for indirect or consequential loss.

These limits are negotiable in an engagement letter. Publishing our starting position means an institution can raise it during procurement rather than discovering it in a signature block.

This is our practice, not legal advice

Fractional Coordinator, Inc. is a civil rights compliance firm and not a law firm. This document describes how we work and what we carry. It is not advice about your obligations, your insurance requirements, or your response to legal process. Confirm those with your own counsel.

How to reach us

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