



**Memorandum of Understanding**

**Between Supervising Attorney and the Student Volunteers**

This Memorandum of Understanding (“MOU”) is entered into by the Student Volunteers from Franklin and Marshall, [Enter Full Names of the Students], the Supervising Attorney [Enter Full Name of the Attorney and his or her firm/organization], and Franklin and Marshall College.

The purpose of this agreement is to clarify the rights and responsibilities of the Student Volunteers and the Supervising Attorney with respect to the preparation of an evidentiary packet, narrative, and internal case memorandum in support of the I-589 application of the Client, [Enter Name of Client].

**I. Relationship between Parties and with Client**

Supervising Attorney admits to having entered into an attorney-client relationship with Client. As non-attorneys, neither Franklin and Marshall College nor Student Volunteers have entered into an attorney-client relationship with Client. Supervising Attorney recognizes that the Students are non-lawyer assistants per Rule 5.3 of the Pennsylvania Rules of Professional Conduct and acknowledges having direct supervisory powers over the Students. Supervising Attorney assumes responsibility for the Students in accordance with the provisions of Rule 5.3 of the Pennsylvania Rules of Professional Conduct. At all times during the representation of the Client, the Students shall be introduced and identified as interns and it will be made clear that they are not licensed to practice law and are not certified as paralegals. When working with Client or in support of Client’s I-589 application, Student Volunteers act for Supervising Attorney in rendition of Supervising Attorney’s professional services.

Thus, Supervising Attorney agrees to supervise the conduct and work product of Student Volunteers, who are operating as non-attorneys under the direction of Supervising Attorney in accordance with Rule 5.3 of the *Pennsylvania Rules of Professional Conduct*. Specifically, Supervising Attorney agrees to provide appropriate instruction and supervision concerning the ethical aspects of the work of the Student Volunteers, particularly regarding the obligation not to disclose information relating to representation of Client, and assumes responsibility for their work product, actions and conduct. The methods of supervision shall take into account the fact that Student Volunteers do not have legal training and are not subject to professional discipline. Consequently, the Supervising Attorney accepts full responsibility for the work product, actions and conduct of the Students in supporting the Supervising Attorney’s representation of the Client.

Student Volunteers agree to attend all trainings through their joint-seminar courses at Franklin and Marshall College, Gov425: Human Rights/Human Wrongs and IST426: Political Asylum Practicum, in order to develop the necessary knowledge and skills to complete an evidentiary packet, narrative, and internal case memorandum in support of Client’s I-589 application.

Franklin and Marshall College agrees to serve as an educational resource for Student Volunteers. Supervising Attorney agrees that [he/she] is the sole person responsible for evaluating the quality of the documents for legal purposes. All documentation submitted to the court in support of the Client shall be reviewed by the Supervising Attorney and submitted by the Supervising Attorney as the Supervising Attorney's work product. Thus, any use of the documents for legal purposes is solely at the discretion of Supervising Attorney.

All parties agree that they have read and understood Rule 5.3 of the *Pennsylvania Rules of Professional Conduct*.

## **II. Identification**

Supervising Attorney will sign all documents that are related to Client's case and submitted to the Court or the Asylum Office in relation to Client's I-589 application. As non-attorneys, Student Volunteers will not sign any case related documents. If it is possible or necessary to disclose the names of non-attorney assistances that have helped to prepare a document, Supervising Attorney may recognize the assistance of Student Volunteers.

## **III. Expenses**

Franklin and Marshall College will pay the expenses incurred by Student Volunteers for printing, photocopying, or mailing materials related to their work on behalf of Client. Franklin and Marshall College will also reimburse travel expenses incurred by Student Volunteers in the course of meeting with Client.

## **IV. Liability for Assessment of Fees or Sanctions**

Supervising Attorney shall indemnify, defend and hold harmless the Students and Franklin & Marshall College from and against any and all claims, costs, damages, penalties, fines and assessments arising from or in any way related to the Supervising Attorney's representation of the Client including, but not limited to, the work product, actions and conduct of the Students and the College performed in support of the Supervising Attorney.

## **V. Public Relations and Contact with the Media**

Supervising Attorney has the right to prohibit public communications that discuss Client's case or any identifying information about Client. In order to safeguard this right, Franklin and Marshall College shall consult Supervising Attorney before Franklin and Marshall College contacts or provides comment to the media. Supervising Attorney shall have the opportunity to review and comment on every press release before it is released to the media or other communication with the media before the communication occurs.

## **VI. Dispute Resolution**

In the event of any dispute between Supervising Attorney, Student Volunteers, and Franklin and Marshall College regarding this MOU, the parties to the MOU shall attempt in good faith to resolve the matter through negotiation and, if unsuccessful, shall agree upon a neutral third party to assist them in attempting to resolve the matter informally. If these measures are unsuccessful, the dispute shall be referred for binding arbitration with a mutually agreed upon alternative dispute resolution provider. The parties shall bear their own fees and costs, and shall share any mutual costs (e.g., arbitrator's fee), regardless of outcome. Franklin and Marshall College may enter into a separate agreement with Student Volunteers to cover the expenses of Student Volunteers related to dispute resolution.

## **VII. Confidentiality**

Student Volunteers and Franklin and Marshall College agree to maintain the privacy of information about Client that is deemed confidential and, thus, protected by the attorney-client privilege. Because Student Volunteers are acting for Supervising Attorney in rendition of Supervising Attorney's professional services on behalf of Client, all parties agree that the principles of attorney-client confidentiality apply equally to all parties. Thus, all parties agree to having read and understood Rule 1.6 and its comments in the *Pennsylvania Rules of Professional Conduct* relating to confidentiality. Student Volunteers and Franklin and Marshall agree that the duty to maintain confidentiality can only be terminated if both the Supervising Attorney and Client authorize the disclosure in writing.

Supervising Attorney recognizes that the Students are non-lawyer assistants per Rule 5.3 of the Pennsylvania Rules of Professional Conduct and acknowledges having direct supervisory powers over the Students. Supervising Attorney assumes responsibility for the Students in accordance with the provisions of Rule 5.3 of the Pennsylvania Rules of Professional Conduct. At all times during the representation of the Client, the Students shall be introduced and identified as interns and it will be made clear that they are not licensed to practice law and are not certified as paralegals.

A copy of this document will be stored for five years in a secure file cabinet at Franklin and Marshall College. Any other written materials with identifying information about the Client, e.g., the Client's Alien Number, Name, Known Aliases, or Social Security Number, will be shredded after the course's final grades are submitted for the current semester.

### **Supervising Attorney:**

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Print Name of Supervising Attorney

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Signature of Supervising Attorney

\_\_\_\_\_

Date

**Representative of Franklin and Marshall College:**

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Print Name of Representative of Franklin and Marshall College

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Signature of Representative of Franklin and Marshall College

\_\_\_\_\_

Date

**Student Volunteers:**

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Print Name of Student Volunteer 1

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Signature of Student Volunteer 1

\_\_\_\_\_

Date

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Print Name of Student Volunteer 2

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Signature of Student Volunteer 2

\_\_\_\_\_

Date