



# ADVOCACY & JUSTICE CLINIC

## Memorandum of Understanding

This Memorandum of Understanding, by and between the D.C. Bar Pro Bono Center, a 501(c)(3) nonprofit organization, hereinafter referred to as “Pro Bono Center”, and [Name or Pro Bono Attorney], hereinafter referred to as “Pro Bono Attorney.”

Whereas, Pro Bono Attorney intends to volunteer through the D.C. Bar Pro Bono Center by providing pro bono legal representation to a pro bono client. To help address the unmet legal needs of District residents living in poverty, the Pro Bono Center’s Advocacy and Justice Clinic coordinates pro bono representation for eligible clients with civil legal problems. Pro Bono Attorneys represent clients in housing, public benefits, custody, or consumer cases with additional supports, resources, and mentoring provided by the Pro Bono Center.

NOW THEREFORE, the parties hereto agree as follows:

- 1. Importance of Pro Bono Representation:** Pro Bono Attorneys are essential in bridging the access to justice gap in the District of Columbia. Many D.C. residents cannot afford to hire an attorney. Nationally, attorneys in the District of Columbia charge the highest average hourly rate of any jurisdiction. Nearly 1 in 6 D.C. residents (about 111,000) live below the Federal poverty line. Sadly, 32,000 of these residents are children – 26% of D.C. children live in poverty. Based on these statistics, it is no surprise that only 12% of D.C. tenants have legal representation in eviction cases, while 95% of landlords are represented. This longstanding disparity creates a severe power imbalance. With the assistance of Pro Bono Attorneys, clients receive life altering case outcomes. Pro Bono Center is extremely grateful to the Pro Bono Attorneys who dedicate their time to pro bono representation.
- 2. Ethics and Rules of Professional Conduct:** The pro bono attorney is responsible for strict compliance with the D.C. Rules of Professional Conduct. The same ethical standards and responsibilities apply to pro bono clients as private, paying clients.
- 3. Responsibility for Case:** Pro Bono Attorney is solely responsible for the scope of services promised in the retainer agreement. Pro Bono Attorney should discuss the pro bono representation with their current employer, if applicable, and should consider future changes in circumstances prior to executing a retainer (i.e., relocation or job changes). Following execution of the retainer agreement, **Pro Bono Attorney may not return the case back to the Pro Bono Center.** The Pro Bono Center is not a party to the retainer agreement and is unable to take cases back once they are placed with pro bono counsel. Additionally, Pro Bono Attorney is responsible

for promptly responding to client communications, being reasonably accessible, and apprising the client of case updates.

4. **Scope of Retainer Agreement:** Pro Bono Attorney should narrowly tailor the scope of the retainer agreement to include only services agreed to in a specific case. At a future date, a superseding retainer may be appropriate to expand the scope of services (i.e., to include a second related case or an appeal). Pro Bono Attorney should consult with Pro Bono Center staff if there are questions about how to narrowly tailor the scope of services in the initial retainer agreement.
5. **Resources and Supports:** Pro Bono Center will provide trainings, resources, support, and/or mentoring. Lawyers must provide clients with competent representation and Pro Bono Center strongly encourages the Pro Bono Attorney to use the training materials and other supports. For mentoring, the Pro Bono Attorney is responsible for affirmatively contacting the mentor via phone/email to schedule a mentoring appointment. Mentors provide guidance and advice. However, mentors are not co-counsel and they do not appear in court or have interactions with the pro bono client. There is no attorney-client relationship between the mentor and the client.
6. **Malpractice Insurance:** The Pro Bono Center's malpractice insurance policy will cover the agreed upon scope of services delivered by the Pro Bono Attorney. Occasionally, the Pro Bono Attorney may wish to expand pro bono representation of the client beyond the case originally agreed upon. In these instances, Pro Bono Attorney must notify Pro Bono Center and seek consent to ensure that the expansion of services is still covered by malpractice insurance.
7. **Litigation Expenses:** Under certain circumstances, Pro Bono Center may cover the cost of litigation expenses that are necessary to pursue the case fully and competently for independent practitioners only. Pro Bono Attorney must seek pre-approval of litigation expenses by emailing Adrian Gottshall, Managing Attorney, at [agottshall@dcbar.org](mailto:agottshall@dcbar.org) and Clinic Coordinator at [cliniccoordinator@dcbar.org](mailto:cliniccoordinator@dcbar.org). Considering that we are a non-profit organization, we kindly ask attorneys at larger law firms to consult their in-house pro bono coordinator regarding any expenses that arise.
8. **Cultural Competency:** There may be cultural differences between the Pro Bono Attorney and the pro bono client. It is important to consider issues like cultural competency and implicit bias at the inception and throughout the duration of the case. The Pro Bono Attorney must view the Pro Bono Center's Implicit Bias and Cultural Humility Training, located here: <https://probono.center/CulturalHumility>. The Pro Bono Attorney should reference this training when necessary.
9. **Eligibility for Pro Bono Representation:** Pro Bono Attorney hereby confirms eligibility for pro bono representation in the District of Columbia. Pro Bono Attorney is either licensed and in good standing in the District of Columbia or practicing *pro bono publico* pursuant to D.C. App. R. 49(c)(9). Pro Bono Attorney will immediately notify the Pro Bono Center by emailing Adrian Gottshall, Managing Attorney, at [agottshall@dcbar.org](mailto:agottshall@dcbar.org) and Clinic Coordinator at [cliniccoordinator@dcbar.org](mailto:cliniccoordinator@dcbar.org) if there is a change in bar license status or good standing status.

**Please sign to acknowledge that Pro Bono Attorney has read this Memorandum of Understanding and has had an opportunity to ask questions.**

Pro Bono Attorney Signature:

Printed Name:

Bar License Jurisdictions and Numbers:

Phone Number:

Date: