

Pro Bono Representation Agreement Template 1

The National Crime Victim Law Institute (NCVLI) makes no warranty, express or implied, regarding any information it may provide via this sample agreement. This sample is intended for educational purposes only. It does not constitute legal advice; nor does it substitute for legal advice. No attorney-

[Date]

[Victim Name and Address]

Dear [Victim Name]:

It was great to talk to you on phone. I am so sorry that you have been victimized, but look forward to fighting for your rights in the court system.

It is recommended that all lawyers have a written agreement with their clients. While I am working on this pro bono, I want to confirm with you, in writing, our agreement. Please review this letter and let me know if this standard agreement is consistent with your understanding.

1. **Scope of Engagement:**

I understand that [Name of Attorney], a licensed attorney in [Jurisdiction], is undertaking a limited representation on your behalf, on a *pro bono* basis, to assist you in asserting your rights in the [Court] in [Name of Case]. My job will be representing you before the [Court]. I will attempt to [Describe Specific Legal Work. Example: "I will attempt to file an amicus or 'friend of the court' brief in the State Supreme Court explaining how crime victims' rights need to be respected in cases such as these"].

During the course of my representation, I will try to make the best legal decisions in protecting your rights as a victim of crime. Which argument(s) to be used will be reviewed with you with prior to my final decision. The specific facts of your case and the need for continued advocacy in furthering the interests of crime victim rights in general will be part of the decision making process.

Unfortunately, I can't be your lawyer for any other purpose or function. Should there be any civil proceedings associated with this matter, separate counsel will be necessary to handle your interests in that case.

Litigation is, by its very nature, time consuming, uncertain and frequently frustrating. It is too early to predict a likely outcome of this matter, but you may be assured that I will work diligently on your behalf.

I understand that you will provide me with such truthful factual information and material as I may need in providing legal services, that you will make decisions and determinations as are necessary or appropriate to facilitate the rendering of our services, and that you will be available to assist me during the case.

2. **Communication and Collaboration:**

Because you are a client, any communication made by you to me or other working with me to provide legal services is confidential, and you cannot be examined in court about the information. This is known as the attorney-client privilege. Furthermore, any advice an attorney gives you is also protected by the privilege.

As with any professional relationship, close cooperation and frequent communications between us will improve my ability to be of assistance and to complete our task. To that end, I will want to discuss regularly the progress of this matter. If you have questions or concerns, please bring them to my attention promptly so that they may be addressed right away. Information that is provided to third-parties, such as court papers or conversations when others are present, are not confidential and are not covered by the attorney-client privilege. Additionally, conversations and information you share with law enforcement officials are not privileged and may be disclosed to the defense as appropriate.

I encourage you to cooperate with law enforcement throughout the handling of this matter but ask you to ensure that you notify us of any communications and to advise law enforcement that you are represented by counsel.

3. **Costs and Expenses:** There is no charge for our representation. I provide legal services as a public service; you owe us nothing for this limited representation. We will not be charging you any fees or seeking any reimbursement of expenses on this matter. Under those circumstances, you understand and agree that I have the exclusive right to decide what expenses will be incurred.

4. **Non-Staff Contributions:** You agree that as a course of our representation, [Name of Attorney] may assign one or more [Assistants – e.g., law students, interns, paralegals, etc.] to work on your case. I will supervise all such work. Some work may be referred to outside attorneys and their assistants who also agree to work on a pro bono basis.

I very much look forward to representing you and thank you for looking to us to assist you. If you have any questions concerning these matters that arise at any time, please let me know promptly. If you ever wish to discuss any matter relating to my legal representation, please do not hesitate to call or e-mail me directly.

If these understandings work for you, please send us the enclosed letter back to me in the enclosed envelop.

Sincerely,

[Name and Address of Attorney]