

# A Practical Guide to Collaborative Access to Justice Pro Bono Projects

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# Glossary

Throughout this guide you will come across several terms used which may be interpreted differently in different contexts. Please see below what the definitions of those terms are, for the purposes of this guide.

Term	What it means within the content of this guide	Other words often utilised within the industry for the same concept
<b>Pro Bono</b>	Legal work undertaken without charge to the individual, where the lawyer does not receive remuneration from the client or the state (unlike state-sponsored legal aid)	Free legal assistance
<b>Pro bono projects</b>	A structured collaboration with a defined objective, defined time period and defined stakeholders involved, in which legal work is undertaken without charge to the individual	Pro bono initiatives, pro bono collaborations, collaborative initiatives, initiatives
<b>Access to justice</b>	Assistance for individuals to pursue their human/civil rights, challenge discrimination or hold decision-makers accountable for breach of basic rights	Recourse for justice
<b>Volunteer lawyers</b>	Lawyers within commercial firms who are trained and - under expert supervision - and work on the pro bono matters	Pro bono lawyers, legal volunteers
<b>Secundee</b>	Lawyers from commercial firms who are temporarily seconded to an NGO, where they work as volunteer lawyers	
<b>MOU</b>	Memorandum of Understanding - a document typically used to specify and agree to project details, roles and responsibilities	Memorandum of Agreement, agreement
<b>Individuals</b>	Those people who directly benefit from the pro bono legal work done by any given project. There may also be secondary individuals who benefit indirectly, but those people are not directly referred to in this guide	Beneficiaries, clients, applicants
<b>Supervising lawyer</b>	The expert lawyer that is hired by (or contracted by, or works within) the NGO partner/s to provide all training and supervision to the volunteer lawyers	Expert, expert lawyer, legal expert, legal supervisor

<b>Project partner(s)</b>	Firms and NGOs that are involved in the project	Partners
<b>Partner firms</b>	Commercial firms involved in the project	Firm partners
<b>Pro bono lead</b>	Individuals within the project partner law firms that are responsible for representing their firm within project meetings and running the project internally (including recruiting the volunteer lawyers within their firms and liaising with the supervising lawyer if there are any issues). Usually they are lawyers whose role within their firm is dedicated to the management of the pro bono practice of their firm	Pro bono coordinator, pro bono manager
<b>NGO partner(s)</b>	Non-governmental organisation/s involved in the project	Third sector organisation, NPO, nonprofit organisation, community legal centre (CLC), legal service provider/organisation (LSO) (although these terms are not always considered interchangeable)
<b>Refugee</b>	The definition of refugee within a pro bono context is a live conversation, with the term usually used more widely than the formal definition under international law. It can include asylum seekers, those forcibly displaced, and any individuals with unstable or at risk migration status	Asylum seekers, those forcibly displaced, individuals with unstable or at risk migration status

## What are collaborative access to justice pro bono projects?

In the UK and Europe, collaborative access to justice pro bono projects typically involve two types of organisations linking up to develop and deliver a project addressing the legal needs of one or more disadvantaged or marginalised groups. In most cases, these partnerships consist of:

- one or more NGOs with local knowledge, experience of legal needs and service delivery in that jurisdiction, access to individuals who will be helped via the project and usually with a lawyer on staff that is an expert in the area of legal need (and can develop comprehensive training materials/provide supervision to volunteer lawyers, who are typically not experienced in this area of legal need). If the NGO doesn't have a lawyer on staff, they usually have the ability to hire such a legal expert; and
- two or more law firms who can provide (i) adequate financial contribution to cover all or most of the project cost, if the NGO partner is unable to obtain funding, and (ii) a group of volunteer lawyers who can ensure the delivery of legal assistance to more individuals than the NGO would have been able to support otherwise.

The original idea for, and the development of, a project can come from either an NGO or a law firm, but as will be discussed below, finding the right partners is critical to the success of any project.

# Introduction



The last five years has seen a significant increase in collaborative pro bono projects in the UK and Europe, where a number of commercial law firms and NGOs have developed projects together to address the unmet legal needs of disadvantaged and marginalised individuals. These are often referred to as “access to justice” collaborative pro bono projects.

Given the acute, unmet legal needs of refugees in the region, there has been particular growth in the number of collaborative projects focusing specifically on providing services and support to asylum-seekers, refugees and other individuals with unstable or at risk migration status. However there are also examples, particularly in the UK, of projects that service other areas of legal need such as social housing, community care and benefits, and domestic violence.

It is important to highlight that the role of these projects is not to “fill the gap” left by inadequate government legal aid funding, nor is it for volunteer lawyers to try to take over the work that specialist/legal aid lawyers would be better placed to do. Careful scoping of these projects has thus far ensured that they instead support, complement and augment the existing efforts of NGOs and specialist lawyers that are working in the area, only when the existing efforts lack sufficient capacity to meet demand. The ultimate aim remains for governments to increase the funding for, and scope of, legal support to disadvantaged and marginalised individuals. The casework of these projects may therefore also help feed into strategic efforts by NGOs to influence policy and decision making in this area.

Over the past five years, between 15 and 20 collaborative pro bono projects have been developed across Europe and the UK. Given their already stretched capacity, developing and managing these large-scale projects may seem daunting to both NGOs as well as law firms. Yet, the success of these projects has demonstrated the impact pro bono collaboration can have, not only by increasing the number of individuals that receive assistance, but also in terms of widening networks and developing strong relationships between commercial law firms who are able to offer resources, and NGO partners with valuable knowledge and experience in the field.

This guide is the first document of its kind to comprehensively outline best practice in the development and management of collaborative pro bono projects. It is hoped that the guide will encourage and assist both NGOs and law firms that are new to this model to develop and set up their own projects in response to current issues or issues that may emerge in the future.

Professionals that may benefit from the information set out in this guide include NGO representatives who are keen to gain a better understanding on how they can use pro bono resources as a tool to increase their capacity, and pro bono managers, coordinators or other law firm representatives at small, medium or large-sized (commercial) law firms looking to partner with NGOs and other commercial firms in order to provide pro bono support to vulnerable individuals.

The guide is intended to be a practical rather than theoretical resource, operating as a checklist for those developing collaborative projects to ensure that all necessary aspects of potential projects are considered, and to provide examples of commonly developed resources, to save time in the development process of future projects. The examples should not be used as templates but will hopefully serve as a great starting point for those involved in new projects.

Although the guide is focused on the collaborative model developed and used successfully in the UK and Europe, it may also be of benefit to those leading collaborative pro bono work in any other jurisdiction. It is however important to always consider the context of your jurisdiction when deciding what guidance within this publication is applicable to your project.

# Project Examples

Some examples of collaborative access to justice pro bono projects that have been developed in the last five years include:

## The Afghan Pro Bono Initiative (APBI)

This project is a collaboration in the UK between two NGOs Safe Passage International (SPI) and Refugee Legal Support (RLS) and 14 law firms (Akin Gump Strauss Hauer & Feld, Allen & Overy, Ashurst, Cleary Gottlieb Steen & Hamilton, Clyde & Co, Debevoise & Plimpton, Gibson Dunn & Crutcher, Eversheds Sutherland, Hogan Lovells, Mayer Brown, Orrick, Reed Smith, Ropes & Gray, and Skadden, Arps, Slate, and Meagher & Flom (UK) LLP).

The APBI provides pro bono legal advice and representation to Afghan individuals, assisting them in applying to be reunited with their family in the UK and access the Afghan Relocation and Assistance Policy (ARAP) scheme, as well as providing information on the Afghan Citizens Resettlement Scheme.

Volunteer lawyers from the partner firms are fully trained and supervised by two specialist immigration lawyers at RLS and SPI and they are supported by an experienced project coordinator who manages the logistics of the project and also assists with referrals. The project also has a community engagement and research element which is led by an expert social researcher and data analyst who is an Afghan refugee living in the UK.

This project uses the volunteer model (described in detail below), where RLS and SPI hold the relationships with individuals and volunteer lawyers from the partner firms act as volunteers of these NGOs.

The cost of the project (including the salaries of the supervising lawyers, project coordinator and the social researcher) is fully covered by financial contributions from the partner firms.

## The Alliance Française Pro Bono pour les Afghans

The Alliance Française Pro Bono pour les Afghans (AFPBA) is a project in France between one NGO (Safe Passage France; SPF) and eight law firms (Orrick, Allen & Overy, Reed Smith, Hogan Lovells, Clyde & Co, Mayer Brown, Dechert and Squire Patton Boggs).

The project provides Afghan individuals and their families with assistance with humanitarian visa and family reunification applications. The second year of the project is specifically focused on assistance for unaccompanied minors.

Volunteer lawyers from the partner firms are fully trained and supervised by one specialist immigration lawyer at SPF. This project allows firms to choose between the volunteer model (described in more detail below) where SPF holds the relationships with individuals, and volunteer lawyers from the partner firms act as volunteers of SPF, or the direct model (described in more detail below) where the partner firms take on individuals directly as clients.

The cost of the project (including the salary of the supervising lawyer) is mostly covered by financial contributions from the partner firms, with a small portion of costs covered by additional funding provided by an external funder.



## The Rule 39 Pro Bono Initiative

This project is a regional collaboration between an NGO (Coalizione Italiana per le Libertà e i Diritti civili; CILD) and eight law firms (Orrick, DLA Piper, Herbert Smith Freehills, Linklaters, Eversheds Sutherland, Osborne Clarke and Freshfields). One unique element of this project is that Dr Daria Sartori, supervising lawyer and expert in Rule 39 applications, is also a project partner alongside CILD and the law firms, due to her involvement in the development of the project from the outset.

The Rule 39 Pro Bono Initiative provides assistance in drafting Rule 39 interim measure requests, designed to help asylum-seekers, refugees and migrants seek urgent assistance in the European Court of Human Rights for rights violations committed against them by government administrations. Rule 39 requests are typically utilised in areas such as: stopping the collective pushbacks of asylum-seekers, preventing expulsions or extraditions of vulnerable individuals to countries where their human rights are at risk, moving individuals out of locations or refugee camps ill-equipped to cater to the immediate needs of vulnerable people, and ensuring that countries provide life-sustaining food and water to refugees and asylum-seekers stuck between borders.

Another unique aspect of this project compared to other collaborative projects is that the pro bono assistance can be provided to individuals, but is usually instead offered to local NGOs who themselves hold the relationship with the individuals. This is due to the work being of a regional nature rather than the remedies being offered by domestic law. This project uses the volunteer model and the cost of the project is fully covered by financial contributions from the partner firms.

## The Greece Pro Bono Collaborative

The Greece Pro Bono Collaborative is a collaboration between an NGO based in Greece (European Lawyers in Lesvos; ELIL) and six law firms (Allen & Overy, Ashurst, Charles Russell Speechlys, Dentons, Orrick and White & Case).

This project provides assistance to asylum seekers in Lesvos, Samos, Athens and Thessaloniki with all aspects of their first-instance asylum application and/or family reunification process.

This project uses the short secondment model (described in more detail below) where volunteer lawyers from partner firms undertake a comprehensive online training programme and are

then seconded to one of the ELIL offices in Greece for two weeks. The volunteer lawyers are fully supervised by specialist Greek asylum lawyers. They undertake legal research projects, assist with consultations with individuals and help prepare written legal submissions. As part of the secondment model, ELIL holds all relationships with the individuals and volunteer lawyers act as volunteers of ELIL in their work.

The cost of the project is fully covered by financial contributions from the partner firms, and in addition the firms also cover the cost of travel, accommodation and expenses of their own volunteer lawyers.

A similar project - the Ukraine Pro Bono Collaborative (UPBC) - operates in Warsaw. This collaboration, between ELIL and six firms (Allen & Overy, Bird & Bird, Dentons, Hogan Lovells, Norton Rose Fulbright and White & Case), involves Polish and Ukrainian lawyers from partner firms providing assistance to refugees arriving from Ukraine at five sites across Warsaw.

## Voices for Families Initiative

The Voices for Families Initiative is a collaboration in the UK between one NGO (LawWorks), three law firms (Orrick, White & Case and Baker McKenzie), and the in-house legal team at Accenture.

The project provides advice and representation relating to community care and social housing issues to families with children living with significant and terminal illnesses.

Volunteer lawyers from the partner firms are fully trained and supervised by a specialist lawyer at LawWorks. This project uses the volunteer model (described in more detail below) where LawWorks holds the relationships with the individuals and volunteer lawyers from the partner firms act as volunteers of LawWorks.

The salary of the supervising lawyer is currently covered by financial contributions from the partner firms, with LawWorks absorbing the cost of other overheads.

# Developing Your Project



**Step 1: Undertake preliminary research and discussions**

Can your organisation meet a critical, unmet legal need?  
Is your organisation and the work itself the best fit to address this need?

**Step 2: Structure the project**

Which collaborative access to justice pro bono project sub-model best suits all the circumstances?

**Step 3: Draft the project proposal**

Put together a document which outlines the project idea and high-level details.

**Step 4: Recruit project partners**

Time to find the best suited and ideal number of project partners to join you.

**Step 5: Organise the kick-off meeting**

Meet for the first time to discuss initiation of the project.

**Step 6: Agree on and execute the MOU**

Agree upon the terms of the project and formalise involvement with a MOU.

**Step 7: Set up operational aspects**

Set up the operational resources and processes that will power your project.

**Step 8: Recruit and train the volunteer lawyers**

The pro bono leads will internally recruit their participating volunteer lawyers, who will then be trained by the supervising lawyer.

**Step 9: Launch the project and take on first cases**

Intake should now commence alongside communications about project launch.

**Step 10: Ongoing management**

The project is now set up and ongoing management aspects need to be commenced.



## Step 1 Preliminary Research and Discussion

When a crisis occurs, or there is a significant unmet legal need, it is understandable for law firms and NGOs to want to set up a collaborative pro bono project to assist as quickly as possible. However, to avoid possible duplication and overlap, and to ensure that a new pro bono project is a necessary, appropriate and effective use of resources, it is best practice to first undertake extensive research and discussion within the sector.

Before you start developing a new collaborative project, check for similar projects which may already be operational in the jurisdiction you have in mind. You can do this by checking resources such as the Global Pro Bono Hub, AMERA International Pro Bono Directories, Refugee.Info, browsing the RefAid app for organisations in a local vicinity and checking their websites, and most importantly asking those within your pro bono network – pro bono leads of firms, PILnet staff, and NGOs that are active in the particular area of law or jurisdiction.

If projects already exist, you can check if they are already meeting the current need, and if not, whether it would be more effective to join the project rather than creating a new one. If a project exists in another jurisdiction, you could ask the project partners of that project if the current project can be extended to another jurisdiction with the same/some additional parties (including your firm/NGO).

## CASE STUDY

### **The Family Reunion From Europe Project (FRFE)**

Launched in February 2021, the Family Reunion From Europe (FRFE) Pro Bono Project in the UK is delivered collaboratively by eight law firms - Orrick, White & Case, Ashurst, Allen & Overy, Reed Smith, Simmons & Simmons, Norton Rose Fulbright and Kirkland & Ellis and the charity Refugee Legal Support (RLS), to assist vulnerable asylum seekers at the borders of and in Europe to reunite with their families in the UK. The premise of the project is that firm volunteer lawyers prepare exceptional case funding legal aid applications (which requires a significant amount of work) and comprehensive referral packages for legal aid solicitors to then take on the full application. However, despite the significant preliminary work undertaken by the volunteer lawyers in the first year of the project, there was still incredible difficulty in securing referral pathways for clients, and a need to think more creatively about how pro bono could interact more efficiently and effectively with the legal aid sector.

For the second year of the project, all partners agreed to trial an innovative new structure whereby the firms (through increased financial contribution) fund a full-time legal aid practitioner based at Coram Children's Legal Centre, to whom cases are referred once funding has been secured. This novel project structure means that significant time is saved in the referral process, and ensures all clients of the project are now able to receive expert assistance. Volunteer lawyers from the firms also provide limited assistance to the legal aid practitioner with the applications where appropriate, to increase the number of cases they can work on at any one time.

Although innovative in the shorter term, private sector funding of legal aid practitioner roles in the UK is not a scalable and sustainable long term solution, so the project also collects much needed data to support efforts by RLS to develop solutions to the systemic issues around legal aid provision in the UK.

If the project doesn't already exist, undertake research into the domestic legal aid system to ensure that the proposed project is necessary and appropriate in that context. Is the identified need one that vulnerable individuals should theoretically be able to obtain free advice and representation to address? Are there any areas within this area of need that have been carved out, or does the legal aid only cover up to a certain point? Also keep in mind that, given the lack of state/federal funding for many legal aid systems around the world, there may theoretically be a right to free advice and representation that, in practice, many are actually not able to obtain. In that case, there may be a need for any pro bono project created to undertake cases with the ultimate aim of collecting data to prove more legal aid funding is necessary. You may also consider whether the project could be designed to work closely with a legal aid organisation to support them in the facilitation of their legal aid work.

It will be important to consider whether local remedies will be available and sufficient for the project, or whether regional remedies, such as those available through the European Court of Human Rights, are best to pursue.

You should also check whether there are any impediments to doing any types of pro bono work in the particular jurisdiction (for example, around conducting court work pro bono or a requirement to charge VAT on legal work).

You must also consider if the unmet legal need involves the right kind of work for use of pro bono resources and in particular pro bono work within the context of a large-scale collaborative project. Work which is ideal for this type of project typically is:

- relatively easily scalable (e.g. where templates can be made and then adapted for the benefit of individual contexts);
- relatively easily trainable (e.g. not so complex that drafting can only be done by a legal volunteer who has had more than a couple of hours of training); and
- work where there will be many cases (in number) of generally similar contexts (e.g. Afghan refugees seeking humanitarian visa, or family reunification) and potential clients can be easily/efficiently triaged according to fair and identifiable criteria.

You should also check if there are any sanctions or other possible impediments that could potentially restrict, impede or hinder commercial law firms from working in the relevant area of need (for example, the U.S. sanctions against Iran). You should encourage pro bono team members of prospective partner firms to take a flexible and pragmatic approach, working closely with their internal risk and/or sanctions teams to check and review the language of any sanctions to assess whether the humanitarian work of the pro bono project was actually intended to be captured by them.

Once you have undertaken this research and believe a new pro bono project would be necessary, appropriate and effective, you should consider if “you” as a law firm or NGO are the right organisation to be involved in this type of project. A suitable NGO project partner is one that has the capabilities which best match the need present in a particular context, staff who understand (or are willing to learn about) how to work with law firms and their pro bono resources, and either

has an individual who can take on the supervising lawyer role on staff already or the ability to recruit one. Law firms, on the other hand, will need to have access to staff willing to act as volunteer lawyers within pro bono projects of this type, who are willing to undertake work outside their expertise (with training and supervision). They will also need an adequate budget to provide a financial contribution to help cover the cost of the project.

Once this preliminary research has been completed and you decide to move forward with pursuing a new pro bono project, chat to those in your network who may be interested in the proposed project. You could also reach out to some firms and NGOs that are currently managing collaborative pro bono projects and/or the team at PILnet who are involved in many projects and have a wide network of firm and NGO contacts. Discuss the legal need and the project you have in mind with one or two other organisations who might be interested, share ideas, and ask if they can help draft or review a project proposal.

## Steps 2 & 3 Project Structure & Proposal

Once you have conducted your preliminary research and confirmed that the need for a new project exists, it is important to plan the project structure and draft a comprehensive project proposal document. It is crucial that the NGO partner/s have been identified by this stage so they can provide input and be involved in discussions. The NGO plays a particularly important role in this regard, as they are best placed to identify and map out those specific areas where pro bono support is needed on the ground. It is therefore crucial that, by this stage, an NGO partner has been identified. This is to ensure that the NGO partner can be involved in the discussions on the project structure and can provide their input during the process of drafting the project proposal. The proposal typically includes a short description on the NGO partner, the project structure, the tasks that volunteer lawyers will be taking on, the project's budget, the financial contribution that is needed and a timeline for the project. An example pro bono project proposal can be found in the annexures.

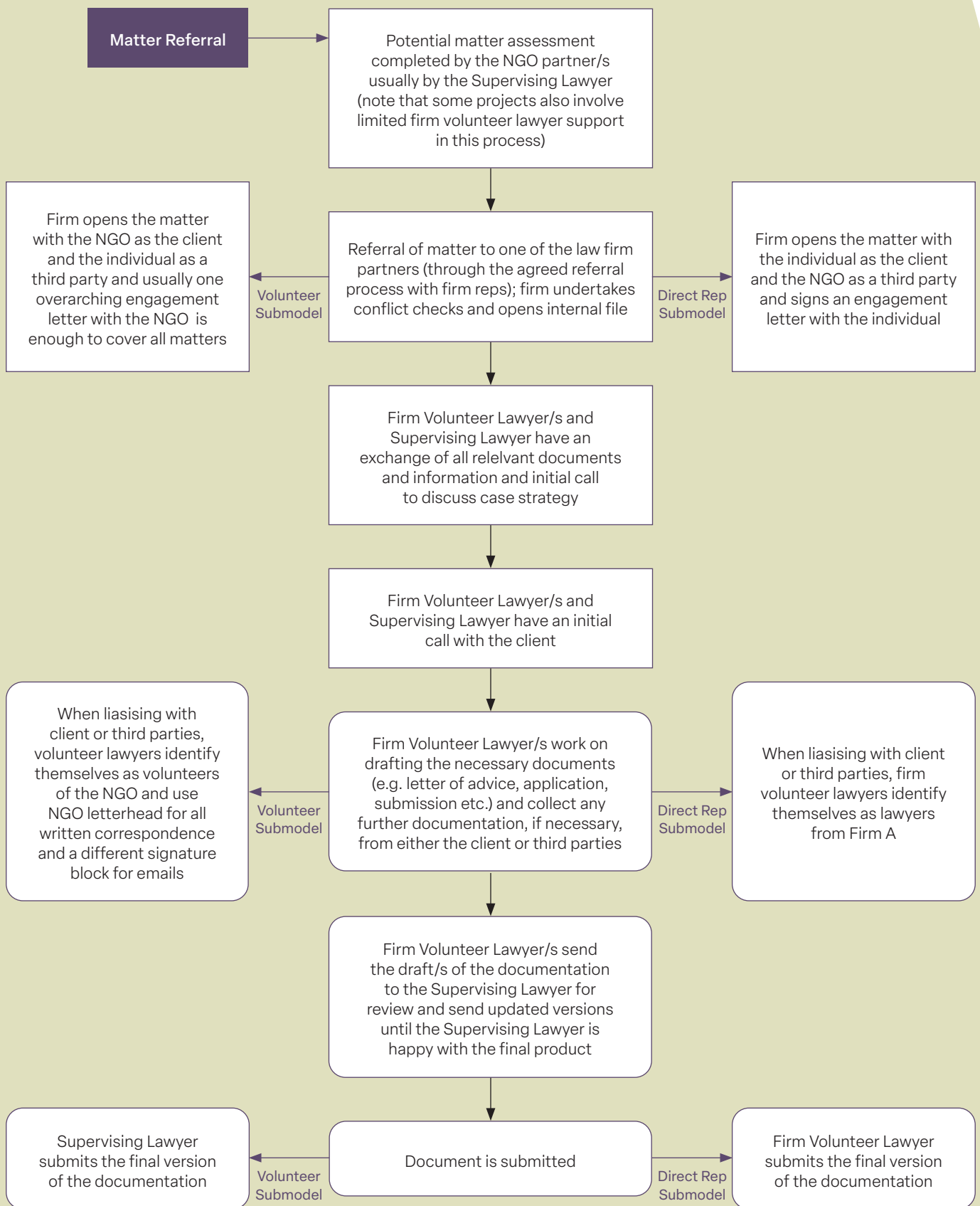
### Type of sub-model

It is helpful at this early stage to think about what sub-model would be suitable for the project and its potential project partners.

A project sub-model may come in many different forms, and there really is no “one size fits all” approach in this regard. However, the collaborative pro bono projects that have been developed so far have used the volunteer sub-model, the direct representation sub-model, and the short secondment sub-model.

Each type of sub-model has its benefits and drawbacks, and all project partners should be involved in discussions around which would work best for the type of project that is being developed. A project may also adopt a structure where law firm partners may choose which sub-model suits them, however it is important to note that this will involve a heavier administrative burden on the NGO and should therefore be considered carefully. Sometimes a proposed project may not be suited to any of the sub-models listed below. In that case, you should consider whether the collaborative pro bono approach is best suited at all, or if your own, novel approach should be utilised for the particular context of the project you have in mind.







## **The Volunteer sub-model and the Direct Representation sub-model**

Under both of these sub-models, firm volunteer lawyers work on pro bono matters over the course of a period (this could be several days, weeks, months or can even extend to a year depending on the type of work involved), alongside their billable work. Their work is usually completed remotely, with client contact through video conferences/calls and emails. The supervision provided by the supervising lawyer is also usually remote, with calls scheduled to discuss case strategy, emails to check in and progress matters, and documents sent across through email to be reviewed. This is different from the short secondment sub-model (described in more detail below), by which volunteer lawyers are seconded full-time to the NGO, usually in-person, for an agreed short amount of time. A typical case flow process as seen in either the volunteer or direct representation sub-models can be found left. Note that the steps may vary depending on the type of work and the process agreed on by project partners.

As pictured, in the volunteer sub-model, the NGO partner/s typically take on the direct relationship with the individuals that are assisted, and the volunteer lawyers from partner firms act as volunteers of the NGO while undertaking the pro bono work. Theoretically, this should mean that the indemnity insurance held by the NGO covers the work of the volunteer lawyers and usually this is agreed upon in the MOU. However, please note that it is best practice for all pro bono work to be covered under the partner firms' insurance policies and therefore practically the work of the law firm volunteers may be insured under both policies. The volunteer sub-model is popular from both an NGO and law firm perspective because the actual experts in the particular subject matter (the NGO and the supervising lawyer that the NGO employs) – retain ownership of the matters and can conduct quality control over the final advice given or application drafted as they themselves send/submit the final product. However, obviously for this sub-model to be available, the NGO partner/s need to be able/allowed, from a compliance perspective, to provide legal advice and be an insured legal entity that can hold relationships with the individuals.

In the direct representation sub-model, the partner firms take on the individuals as clients of their firm in the same way they would for any of their billable clients. All of the work on the matter is therefore usually insured through the firm's insurance policy and the NGO holds no direct relationship with the individuals and no liability for the advice. This can mean a more time consuming and complex onboarding procedure once the matter is referred to a firm, as commercial law firms usually need onboarding documentation to conduct a more comprehensive KYC/conflict check. Moreover, it is also difficult to ensure consistency in terms of engagement letters and advice, as each firm may need to include different wording and information based on their internal guidelines. It is best practice to ensure the same level of training and supervision in this sub-model as in the volunteer sub-model (hence the same overall case flow process as described above). In practice it can be however difficult to maintain the same level of supervision, as the NGO/supervising lawyer does not retain ultimate control over the matter and is not the organisation that sends off the final version of the letter of advice or application.



### The “Short Secondment” sub-model

Two of the collaborative pro bono projects that have been set up in the UK and Europe involve law firms physically sending firm volunteers to NGO partner offices to work with their team for a “short secondment” of two weeks at a time. For both projects the volunteer lawyers have been sent to NGO locations outside their home jurisdiction. Given this necessarily involves a larger financial and time commitment from the partner firms (including the funding and organisation of travel and accommodation), it is therefore quite rare.

The decision to send a firm’s volunteer lawyers to another jurisdiction should not be taken lightly and should only be made if:

- the issue is regional in nature or involves a regional legal framework (e.g. lawyers from the UK and European countries travelling to Greece to support asylum seekers, as the asylum procedure exists within a common EU/international legal framework and so is similar across Europe); and/or
- the type of advice or support given is centred around a home jurisdiction (e.g. UK lawyers travelling to Poland to give advice and support to Ukraine refugees on the pathways to the UK); and/or
- there is no or limited availability of volunteer lawyers in that jurisdiction to undertake that pro bono work themselves.

This sub-model is quite simple:

- The volunteer lawyers act as volunteers of the NGO project partner during their secondment.
- The NGO project partner holds the direct relationship with the individuals being assisted
- The volunteer lawyers work under the direct supervision of the NGO project partner’s supervising lawyer.
- All the NGO partner’s policies and procedures apply and the NGO partner is responsible for outreach, identifying cases and case intake/matter opening procedures.
- The NGO partner’s case management system and interpreters will be used.
- The NGO partner is responsible for submitting finalised legal documents and representing the individuals being assisted.

A project MOU is usually signed as per the other sub-models, but an additional volunteer or secondment agreement may also be signed between the law firms and the NGO (or the individual volunteer lawyers and the NGO) if necessary. Typically the partner firms would agree that their indemnity and public liability insurance will cover their volunteers during their secondment, which may be supplemented by the NGO if it also holds relevant insurance, but this should be discussed and agreed upon.

Even though the volunteer lawyers are embedded into the NGO team, the importance of developing comprehensive training materials and identifying one or more expert lawyers to provide full supervision to the firm volunteers while on secondment remains crucial. All project partners need to have lengthy discussions on exactly how the firm's volunteer lawyers can be of use to the NGO team and what responsibilities or tasks they will be allocated during their time there. Roster logistics will need to be agreed including how many slots will be open to each partner firm, how many volunteer lawyer slots will be open at any one time, and the length of the secondment and working day hours. Internally the pro bono leads will need to make the commitment clear to prospective volunteer lawyers that no other billable work will be able to be completed during the working days of the secondment.

Given the volunteer lawyers are immersing themselves in this work and meeting vulnerable individuals face-to-face, it is even more crucial than in the other sub-models to ensure training on vicarious trauma, self-care and access to psychological support before, during and after the secondment, as well as robust safeguarding policies/procedures.

Established projects which utilise this model include the ELIL Greece Pro Bono Collaborative and the Safe Passage International Collaborative Ukraine Project.

## CASE STUDY

### **ELIL Ukraine Pro Bono Collaborative**

The ELIL Ukraine Pro Bono Collaborative is a variation of the short secondment model. Volunteer lawyers from six different law firms are seconded to ELIL from their local office - in this case, Warsaw - rather than travelling from abroad. This is because the assistance they are providing is specific to their local jurisdiction, rather than being regional or international in nature. Rather than spending two full consecutive weeks on secondment, volunteer lawyers can choose the time commitment that best suits their schedule (two weeks, two sets of one week or 10 days over three months).

The project provides a great example of how the short secondment model (which was previously developed at the European/regional level through the GPBC), can also be adapted to the local context.

## Project partner roles and responsibilities

A collaborative pro bono project typically involves one or two NGOs and more than one law firm.

There may be advantages to having two NGOs working together on a collaborative project. Obviously the volume of caseload can be increased, economies of scale can be reached, and there is added experience and expertise to ensure the project is running as efficiently and effectively as possible. However, there are some challenges that should be considered including the decision of which organisation will hire the project staff and receive the financial contribution from firms (and a slower speed of decision making in general), the complexities of data protection, and logistical issues such as setting up joint case management systems.

The number of law firms will vary and depend on the need, the overall cost of the project (as there needs to be enough partner firms to ensure the eventual cost per firm is reasonable), the type of work and how many matters the NGO partner can properly supervise at any one time (as partner firms will usually expect a certain amount of pro bono work to flow from the project). A common number of firms for projects would be in the range of 8-9 firms.

The NGO partner/s usually take on the responsibility of:

- hiring/contracting the supervising lawyer (who is either already a paid staff member with sufficient capacity, or a new staff member) – see more detail on that role below;
- hiring/contracting other members of the project team (if needed and financially feasible, as agreed by the partner firms) such as an assistant to the supervising lawyer, a project coordinator/manager or community liaison;
- hiring interpreters or acting as the liaison point for an interpreting service for the project to use;

- formal project reporting (progress reports/ feedback/statistics);
- communications, branding and PR related to the project including social media promotional assets (although in many projects, partner firms volunteer to assist or lead on drafting and designing communications such as award submissions);
- organising/hosting IT aspects including a document management system for case files (although in some projects one partner firm has volunteered to create a shared document management space); and
- invoicing and finances relating to project administration (for example paying project costs such as translation, Zoom, court costs, and invoicing partner firms) and project expense reconciliation.

The partner firms usually take on the responsibility of:

- providing an appropriate number of volunteer lawyers who are willing to be trained and supervised to undertake the pro bono work – note that these volunteer lawyers are typically only engaged with the legal work involved and not with project management or administration (unlike the pro bono leads as described below);
- providing a financial contribution to cover all or most of the project costs;
- providing professional indemnity insurance that covers the work of their volunteer lawyers (this may depend on the sub-model chosen);
- organising travel and accommodation for volunteer lawyers (under the short secondment sub-model);
- providing one or more pro bono leads to coordinate the project internally and be involved in the overall management of the project and who:

### EXAMPLE

Imagine you have a project that includes 8 partner firms in total. Each firm contributes around £7,000 or €7,000 euro per year to cover the project's costs and overheads, as well as the salary of the supervising lawyer. In order to justify this financial commitment internally, law firms expect to be working on 2 cases at any given point during the project (with each case being worked on by a small team of 2-4 of their lawyers). Let's say one case takes approximately 3 months to complete. Over the course of the project's first year, this would allow each firm to work on a min. of 8 cases, involving at least 20 lawyers per firm. During its first year, the project would generate at least 500 pro bono hours.

- ideally would be a full-time pro bono professional who has experience and expertise in managing pro bono within their firm, or at the very least is a fee earner who has approval from their supervisor to spend the necessary time to manage the project internally;
- will sign off on the MOU or other project documentation and arrange for payment of invoices related to the project, or facilitate those aspects on behalf of their firms;
- can assist (where necessary and if agreed) with high level case management, for example making sure key deadlines aren't missed and there is enough capacity within teams, in some cases having monthly or regular calls with the supervising lawyer to run through each of their firm's cases to make sure they are progressing;
- will be the key figure when there are any issues with volunteer lawyers or quality of work, or any issues the volunteer lawyers may be experiencing with their participation in the project (typically in these scenarios the volunteer lawyer, NGO representative or supervising lawyer would speak to the pro bono lead, and the pro bono lead would liaise and troubleshoot accordingly); and
- may also take on work themselves within the project as a volunteer lawyer if capacity allows, particularly at the beginning of a project to help troubleshoot and finesse processes

The supervising lawyer role is key to the success of the project, no matter what sub-model is chosen. The supervising lawyer takes on critical responsibilities such as:

- preparing and delivering all of the training to the firm volunteer lawyers;
- providing all supervision including reviewing all documentation, being available for all queries from the volunteer lawyers and providing feedback to volunteer lawyers;
- coordinating cases (managing the flow of cases, leading on case intake process and referral to firms, setting up calls/meetings)
- in some projects/jurisdictions/sub-models, taking on formal carriage of an individual's matter as their official legal representative, being the named representative on court documents and appearing in court;
- being the expert "face" of the project; and
- leading the regular management calls with all project partners.

Note that some of the coordinating responsibilities may be shared amongst project team members, particularly if the project allows for additional roles such as case coordinator/manager.

The supervising lawyer needs to have the requisite legal skills in the particular area of legal need that the project is focusing on, but should also have the skills and experience to effectively and efficiently supervise volunteer lawyers from commercial firms. It is a difficult balance to inspire and empower volunteer lawyers but also provide enough supervision to ensure the highest level of care for the individuals being assisted. It can be challenging for expert legal practitioners who are used to working on their own caseloads to be efficient in their supervision and delegate the appropriate tasks to the volunteer lawyers. These collaborative projects are relatively new and therefore it is unlikely that you will be able to find someone who has had experience in this exact type of role previously.

If the NGO needs to recruit a supervising lawyer there should be a discussion with all project partners very early in the project development process around when and how this happens. The availability of potential supervising lawyers (including factors such as the current job market and salary point) should be taken into consideration at an early point and you may have to think creatively about how to find an individual who can fill this role. The recruitment process can take many months and should involve discussion with all project partners. Prospective candidates should be asked questions in the interview process not just about their legal expertise but their approach to training and supervision and their understanding of how to efficiently and effectively use pro bono resources.

If the NGO already has a legal expert that could take on the role of supervising lawyer there should be a discussion around whether they have had the necessary training and have supervision skills and experience (and if not, how they will develop these). There should also be confirmation that there will be an agreed amount of days/time dedicated to the project, rather than an informal arrangement over and above their existing workload.

Note that some of the larger projects (with 8 or more law firm partners) have a smaller "steering committee" consisting of pro bono representatives from 1 or 2 firms and 1 or 2 NGO partner representatives who meet separately (usually a few days before the regular wider project management call with all of the project partners) to have deeper discussions around particular issues and brainstorm suggested solutions that they can take to the wider group to consider and decide on.

## Caseload and capacity

At this early stage it should be discussed with the NGO/s (and ideally the supervising lawyer if they are already recruited) about:

- how many firm volunteer lawyers are needed in general (or should be allocated to each matter, where relevant), with a balance between making sure each lawyer is not overwhelmed (considering that, in some sub-models, they will be balancing their pro bono work with busy billable practices) and ensuring that each volunteer lawyer that does the training feels like they are being utilised appropriately; and
- how many matters realistically the supervising lawyer can properly supervise at any one time (taking into consideration the time they will also need to spend on assessing potential referrals and bringing cases into the project).

These figures, even if estimations that may be revisited as matters are taken on, are incredibly important to work out how many law firm partners should be involved. It is important to make sure each partner firm is satisfied with the number of cases they will (likely) be working on throughout the first year of the project and understand how many volunteer lawyers they will need to recruit to train and be involved in the project.

## Considerations of lived experience, diversity and expertise

It is best practice to ensure that, where possible and as much as possible, the leadership and voices of those with lived experience are embedded at all stages of the project cycle. It is also critical that the sector support those with lived experience to up-skill in order to lead, or take on roles within, pro bono projects in the future.

## The case intake and referral process

You will need to consider how the case intake and referral process will work. For example, will the NGO have total control over which cases come into the project, or will the partner firms be able to input into this process? What kinds of cases will be prioritised? How many cases will be referred per week/month? And how will the cases then be referred to the partner firms?

In most projects the supervising lawyer (and/or project coordinator if that role exists) solely takes on the responsibility for intake of cases. They receive the referral from another organisation or directly from the individual or family member, assess the case to make sure it falls within the remit of the project, and then decide whether the project will take the matter on or not. To make the process easier and more efficient, projects may consider creating their own intake form.

In some projects, the volunteer lawyers are involved in the case intake process, including taking notes for the initial screening calls (if a call is necessary) and/or helping to draft an initial short letter of advice/referral. If this happens the volunteer lawyers always undertake this work using the volunteer sub-model (whether or not the full casework is done under the volunteer or direct representation sub-model). This is because it is not worth the time for the firms to undertake the full file opening procedure for this initial work, and instead all the firms open a generic intake file with the NGO partner as the client to record all intake time. Usually the firm's volunteer lawyers are allocated to this work through a "first in" system, where the entire pool of lawyers from all firms are emailed to see who is available for the screening call. Once/if a potential case is accepted into the project it would then be allocated to a partner firm through the agreed system, irrespective of which firm/s the volunteer lawyer/s who assisted in the initial screening came from.

## CASE STUDY

### The Greece Pro Bono Collaborative (GPBC) and Afghan Pro Bono Initiative

The GPBC has worked with numerous people with lived experience, including supporting them to take on leadership roles and contribute to project design. This includes engaging people with lived experience in the role of interpreter coordinator to lead ELIL's team of interpreters. In the Ukraine Pro Bono Collaborative, Ukrainian lawyers with lived experience participate as volunteer lawyers and are engaged by ELIL as staff members.

The Afghan Pro Bono Initiative hired a very experienced Afghan individual with refugee status in the UK as part of the project team, to lead the research, policy and community engagement elements of the initiative.

Getting volunteer lawyers involved in this initial screening stage may take more time initially to work out logistically, but can be very helpful overall, increasing partner firm pro bono hours and decreasing the hours spent by the supervising lawyer on this initial phase. However, whether this adds overall efficiency to the project will definitely depend on the area of law and how the intake process is structured within each individual project.

The preferred case allocation method should always be agreed from the outset. There are many different ways firms can be allocated matters, however most projects work via a taxi/cab rank process, where matters are offered to each firm at a time (usually going by alphabetical order to be fair). If one firm cannot take a matter, it can either be offered to the next partner firm “in line” or, if there’s urgency, then can be offered to all partner firms. Then whichever partner firm responds first gets allocated the matter. This extra matter may not then “count” for the purpose of the cab rank order. This referral system is considered more “fair” for the firm partners than other systems because it means that they all get offered the same number of matters in order throughout the year. However, at each monthly meeting it is recommended that a discussion is held amongst the project partners to ensure each firm representative is happy with the number of pro bono hours the project is producing for their firm, as some matters will obviously require more hours than others, and some smaller firms may not require/want as many matters as bigger firms, even though they are (ideally) paying the same financial contribution.

Thought also needs to be given to how much/what data is shared with the firms during the referral process, weighing up what information is necessary for firm conflict checks and trying to restrict the amount of personal information that might end up being shared with a firm that doesn’t end up taking on the matter.

Please note that none of the above considerations apply to the short secondment sub-model, as under that sub-model all case intake and allocation processes are managed by the NGO.

## **Development timeframe and project duration**

You will need to think about and include in the project proposal a suggested timeframe for the development of the project and the project duration.

Note that it can take anywhere between 1-6 months to set up a collaborative project depending on the relative and perceived urgency of the work, the amount of time it takes to negotiate and execute the MOU, set up/confirm the IT/document management systems, set up the case intake process, “advertise” the project to start receiving potential cases and, in particular, hire the supervising lawyer and other project staff if this is necessary.

It is usual for project partners to agree to an initial term of 1-2 years for a collaborative project. Often firms can only obtain budget approval for one year at a time, however this can pose challenges with retaining the supervising lawyer and other staff members, and potentially also with matters that may take many months to resolve, so ideally the project partners would agree to longer.

## Budget

Although in theory these collaborative projects could be funded by an external funder (and ideally in the future more and more will be, given how successful and impactful they are), in the UK/Europe region it is currently very difficult to obtain funding for these types of pro bono projects, and often the NGO partners may risk losing funding on existing projects if they ask their existing funders for additional funding. Given that volunteer lawyers usually do not hold the expertise to take on the types of meaningful and impactful pro bono themselves without training and supervision, it is best practice for the partner firms to cover most, if not all, of the funding costs of these projects.

It is important to ensure all of the projected costs of a project and the distribution of financial contributions per firm are discussed early in the development process, included in the initial project proposal, and then agreed on in the MOU. An annual review process should be agreed, to ensure that the funding - and what it covers - matches the project's needs.

It is best practice to include a full estimated project expenditure table in the proposal document (see the Annexures section for an example project proposal) with an estimated figure of financial contribution per partner firm so that prospective partner firms can assess the feasibility.

Typical costs can include the following:

- Salaries of the supervising lawyer and other project staff;
- NGO overheads such as management time spent on the project;
- Interpreters and translation of documents;
- IT/case management systems; and
- Disbursements such as expert reports, visa fees or travel and accommodation for visa appointments for individuals

Note that not all project MOUs envisage the payment of all of these costs, and this is something that should be discussed and agreed upon at the outset of the project.

Wording should be included in the handbook on what volunteer lawyers should respond with if they are asked for help with costs outside the agreement of the project by the individuals they are assisting.

Some disbursement costs, for example the interpretation costs, can be removed from the overall budget and partner firms may instead agree to pay some or all disbursements separately, on a case-by-case basis. It will depend on internal firm policies as to what works best.

Some firms can have access to additional funding through disbursements that are not drawn specifically from their annual pro bono budget. In these cases it makes sense to have firms pay these as disbursements on their own files separately. For other firms, all or some of the disbursements fall under the annual pro bono budget either way, and so building it into the original cost is a better option so it is more transparent and easier to plan for.

It is best practice for all partner firms to contribute the same annual financial contribution rather than allowing for differences depending on the number of volunteer lawyers they have or cases they would like to take on.

For those projects using the short secondment model where travel is required for firm volunteers, it is usual for partner firms to agree to cover all travel and associated costs for their own volunteer lawyers, in addition to the annual financial contribution.

## Interpretation

Many pro bono projects will assist people who do not speak the local language of the project (whether English or any other language). Interpreters may therefore be needed to ensure that information is accurately and fully communicated and individuals being assisted feel sufficiently heard and understood. It is essential to use properly trained interpreters rather than student or refugee volunteers. It is also best practice not to involve firm volunteer lawyers in interpretation merely because they speak the relevant languages, as interpretation is a skill which requires training other than being proficient in the language. Unofficial translation of short documents by lawyers with language skills might be appropriate, but participating as an interpreter in long legal consultations would not be.

Project partners can either decide to build in an amount for all interpretation costs into the overall project budget, or ask firms to cover their own interpretation costs as a disbursement on their own files (see above).

Internal policies may require firms to use firm approved translation/interpretation services which can be more expensive. If firms are internally applying for/requesting a pro bono budget to cover disbursement costs, they should consider whether they can make the case to use the service provider(s) used by the NGO project partner instead, on an exceptional basis.





### Referring individuals assisted for additional non-legal support

The individuals in support of whom these collaborative projects are set up often belong to the most vulnerable groups of society. It is natural that they may not stick to the client/lawyer boundaries that the volunteer lawyers may be expecting, and they may ask for help with other types of support. The volunteer lawyers may feel responsible for providing requested additional assistance (or trying to).

However, lawyers should not attempt to provide support other than legal support. NGO project partners should collaborate or develop relationships with organisations that are able to offer non-legal support, including social support, mental health support, counselling and other types of non-legal guidance. Such partnerships will allow for an effective and smooth referral to skilled professionals within the relevant area where further support is needed. As a result, a holistic approach towards providing assistance is formed. The provision of legal support through the collaborative project as such is seen as one piece of the larger supporting framework. The volunteer handbook should also provide clear guidance on how the volunteer lawyers can set boundaries with their clients and how to politely direct requests for additional support to the NGO project partner/s, who will then direct them to the appropriate organisation.



## Communications

At this stage it would be helpful to think about the internal and external communication strategy for the project:

- Internal communication:
  - It is best practice to set up regular management video calls (as described in more detail below) and an email group with pro bono leads and NGO representatives.
  - The project can decide whether it would make sense to create an email group with all the firms' volunteer lawyers or whether all general communication with the volunteer lawyers should go through the pro bono leads.
  - It should also be discussed how the supervising lawyer will work with the volunteer lawyers who are working on each matter (e.g. whether they will get access to the NGO's internal case management system, or whether everything be done via email).
  - Processes should be decided on how much the pro bono leads at the firms will be involved in the cases and how much/what information pro bono leads will be provided in between and during the regular management calls.
  - It can be discussed whether it would be helpful for the volunteer lawyers to have an informal network between firms to share challenges and experiences.
- External communication: How the project will be "advertised" and case referrals accepted should be discussed, how will outreach occur and by who, whether a website or internal web page should be set up, can the project be included in existing websites, should a different email address set up specifically for case referrals
- Consider whether and how you would like to network with other projects addressing a similar need in different jurisdictions as this can be a good way to share learnings or refer cases to each other where applicable.
- You should also consider whether your project may be one that should appear on the RefAid or other similar apps - usually this is only applicable where the project has a physical location where pro bono help is offered.

## Step 4 Project Partners

If an NGO has developed the project themselves, or if one or a small number of firms have developed the project with an NGO, it may be necessary to recruit more firms to join the project once the project proposal has been drafted.

When considering the ideal number of partner firms (as discussed above in more detail) you will need to weigh up the overall project cost (as firms may be limited in the amount of financial contribution they can give to any one collaborative pro bono project) and the number of cases/volunteer lawyers the supervising lawyer can realistically supervise at any one time.

To recruit more partner firms the NGO/s could reach out to any existing firm contacts and/or to groups of firms involved in pro bono such as the UK Collaborative Plan for Pro Bono, the European Pro Bono Initiative or APBCo to circulate the proposal and assess interest.

Each project partner should identify the one or two representatives who will manage the project internally and attend regular meetings. As discussed above, from the law firm side ideally this would be their dedicated pro bono professional (that manages their firm pro bono practice as their sole responsibility). If a law firm does not have a dedicated pro bono professional, the representative should have approval from their supervisor/firm to dedicate a certain amount of time to lead the project internally. From the NGO side ideally this would be the supervising lawyer plus another colleague who can assist with the management and leadership of the project.

## Step 5 Initial Meeting

The first kick-off meeting is very important to start relationship building between the representatives from all of the project partners. This call should occur as soon as all the project partners have been confirmed, and is an opportunity to make sure that all project partners are in agreement about the project proposal document (and most importantly the timeline, proposed model, and budget per firm). If the NGO has to recruit a supervising lawyer for the project, the timeline and process for this should be discussed as a priority.

A timeline and process for the drafting of the MOU, which should be signed by all project partners before the commencement of the project, should also be discussed (please see the Annexure section for an example MOU).

The project partners should also agree on a convenient time for regular management meetings (monthly or on a more frequent basis if necessary). One of the representatives should send a recurring calendar appointment for all of the future meetings.

## Step 6

### Memorandum of Understanding

The MOU is a very important document that is based on the project proposal and outlines in detail elements such as the structure of the project, the responsibilities of the project partners, the financial commitment of the partner firms, how communication about the project will work, data protection, and the process for extending the project or concluding it before the duration of the agreed term.

The process of drafting, negotiating and executing the MOU usually takes at least 4 weeks, and often longer. It is usually difficult for partner firms to access a shared document via Google Docs or similar so it usually needs to be worked on via track changes and version tracking. Usually one representative (either from a partner firm or NGO) offers to lead this process. This representative usually:

- drafts and circulates a first draft for the representatives to review and amend in track changes with a short deadline for responses;
- transfers the changes to the master document and then circulates a second draft for the project partners to send internally to their risk team and/or management for review, usually with a longer deadline for responses;
- transfers those changes to a third version of the document and then circulates with a short deadline and instructions for only changes that are absolutely necessary;
- transfers those changes to a fourth version of the document that is then circulated as a PDF for signing;
- collects the signed pages, collates into one final version, and circulates.

See the Annexures section for MOU examples (although they are intended to be a “starting point” - not a template by any means - each project will have its own unique context, and importantly will have to consider its national or regional legal context, so please check your eventual MOU includes all provisions relevant to your own project and jurisdictional context).

Common clauses contained within the MOU include:

- Duration - how long should the project go for?
- Cost per firm, what that cost includes, and when invoices will be issued, frequency and amount
- Termination
- Intellectual Property
- Roles and responsibilities
- Key dates
- Insurance
- Liability limits
- Contract variation
- Release of any one firm
- Resolution of conflicts
- Optionals Renewal provisions
- Remainder of funds clause
- Privacy and data protection
- Jurisdiction

Although it is evidently important to set out all of the different elements to the project in comprehensive terms in the MOU, you may want to consider discussing with project partners their appetite for keeping some language general enough to cover any possible future amendments without having to sign another document. An example of this is keeping the language around particular workstreams general enough so that if there is a change of or government and/or a new programme is introduced (see below for more detail) the project can include it into the work without having to negotiate another document.

## Step 7

### Operational Aspects

There are many operational aspects to the projects that you will need to consider and discuss at the outset of the project.

Some of these are outlined below but are not intended to be exhaustive as operational requirements vary depending on the context of your project.

#### Meetings

- Regular project management meetings involving representatives from all project partners should be scheduled (via Zoom, Teams or other agreed platform) and calendar invitations distributed. Most projects schedule these monthly, although some projects have weekly or fortnightly calls, particularly while the project is in the development and launch phase.
- An agreed person (typically the supervising lawyer or another project team member, although in some projects firm representatives share this responsibility), prepares the agenda (shared at least 24 hours before the call) and hosts the call, with another agreed person taking and distributing meeting notes including what was discussed and any decisions made.
- In addition to these regular meetings, ad hoc meetings can be called when needed for urgent questions that should involve input from all partners. Conversely, monthly meetings can be cancelled when there is no need for it in a particular month.

#### IT/Data Protection

All projects have components that are carried out online, or require storage of data online. It is critical to ensure that all activities and data storage online is done ethically and in compliance with relevant legal requirements.

Confidentiality and data protection is of paramount importance in projects such as these, beyond just legal compliance. A data breach could have immediate, real-life impacts on the safety of an individual or their family.

Some requirements to consider here would include:

- Do role-based, generic email addresses need to be created for individuals to contact the project?
- Would it be convenient to create an email distribution list for the project representatives and/or the volunteer lawyers in order to quickly and easily share group-wide news/meeting requests?
- How will the data of individuals and documents be stored, accessed and shared between firm volunteers and supervisor/s in a way which will be compliant with the GDPR and any other local, national or regional data protection legislation that may apply?
- Do you have the individual's permission to collect and store their data? Consider the privacy document/consent form that they will sign - does it cover all the uses of the individual's data that are being envisioned?
- Consider the vulnerability of the individual and be sure not to collect anything more than is completely necessary in order to give them adequate and complete legal assistance.
- What should be included in case files? What information will the volunteer lawyers need at their disposal to be able to do the work?
- Do you need a dedicated Zoom account for meetings with individuals or project meetings, and what Zoom plan/requirements would be sufficient for the project's needs?
- Is it necessary to set up an emergency contact mechanism (e.g. a business WhatsApp or Signal account) for cases who may be in a precarious situation and need to urgently contact the supervising lawyer?
- Whose reporting/complaints mechanism will be used? Typically, in the direct representation sub-model, the firm's mechanism will be used. In comparison, in the volunteer and short secondment sub-models, the NGO's mechanism will be used. Whose reporting/complaints mechanism will be used?
- What will happen with project/case files after the project has concluded?

In the short secondment sub-model, where volunteers would usually use only NGO project partner equipment (e.g. email addresses and laptops), data protection may not be an issue.

Under the direct representation sub-model, where volunteers use firm laptops/emails/file management systems, then project partners will need to make sure that appropriate data protection wording is included in their engagement letter and that the MOU with the NGO includes data sharing provisions, and a separate data sharing agreement may need to be entered into.

Under the volunteer sub-model there may be some added complications internally for firms given they wouldn't be holding the client relationship. Project partners should consider whether data protection wording in the MOU/other formalised agreements with the NGO are sufficient to cover data protection between them and the NGO.

Note that if the NGO project partner/s plan to use an external IT Software/platform to share/upload client documentation, firms might need to get clearance from their internal information security department, as well as carry out an impact assessment on the data protection implications. It is also best practice to notify the client that their data is to be stored on the firm/s systems as well as the NGO/s.

## External Comms, Outreach and Media

As is the case with all projects, external communications are a key aspect for success. Outreach and media are two types of external communications which can raise awareness about the project and ensure it is reaching relevant stakeholders (e.g. other NGOs and potential individuals to be assisted). To this end, some of the things which should be considered at the outset include:

- that all project partners have a chance to review and sign off on any content that will be shared with media outlets and also what names (whether firms, or individuals, or individual project members) will be mentioned or not, unless there has been prior agreement otherwise.
- that any media which seeks to cover work for the project is reputable and respectful in their coverage of matters of a sensitive nature. The interests of those being assisted are paramount. If there is a risk that a publication may not respect confidentiality or may be inflammatory in its approach, then it should be avoided.

- that any quotes given to media outlets are from the most appropriate spokesperson. Where possible it is best practice to promote voices which may otherwise struggle to be heard, if it is appropriate for that voice to be put forward, in all the circumstances. Aside from this consideration it is common for the project's supervising lawyer and/or NGO/s representative/s to comment on behalf of the project. To ensure fair representation of all of the partner firms, it is best practice that either a quote is included from all firm partners, or none.
- that there is an agreed process in place for the approval of social media posts promoting the project. Best practice is for the proposed post content and timeline for posting to be distributed at least 24 business hours before the desired posting time.
- that there is an agreed process for any internal or external firm communication about the project. Usually project partners agree on:
  - some generic wording describing the project that firm partners can use in their communications without the need for review; and
  - general good faith principles including that:
    - any mention of the project must describe it as collaborative and include the other firm names
    - even if there was one or two (or more) firms in the group that developed the project originally there will be no use of the phrases "founder" or "founding firms"
    - all firms are described equally as project partners.

Let other NGOs know, by email outreach and via networks (for example, LinkedIn or PILnet events/outreach) what your project is about and who the project aims to help. Ensure you include information on who they can contact with any referrals. Other NGOs will usually be more than happy to refer cases to your project where their projects or remit will not be able to assist a particular individual. It is also possible to run information sessions about the project to which multiple relevant NGOs or contacts can be invited, so that you can explain the key elements of the project "all at once" for multiple contacts.

## Safeguarding and EAP requirements

Access to justice projects often involve cases with traumatic and sensitive circumstances. Noting this, and the fact that stakeholders involved in these projects (volunteer lawyers, supervising lawyers, project staff, pro bono leads, etc) are all, at the end of the day, human beings impacted by the words and actions they are subject to, it is critical to focus on safeguarding throughout the project. This includes both the safeguarding of individuals being assisted and the safeguarding and welfare of all those working on the project. Some of the things which should be considered in this respect include:

- Ensuring at the outset that all volunteer lawyers have access to Employee Assistance Programs (“EAPs”) of their firms (so that they can, if needed, speak to a professional if they feel particularly impacted by information seen/heard).
- Ensuring that pro bono leads are making their volunteers aware of the existence of EAPs and encouraging volunteer lawyers to access if they should need.
- Ensuring that the host NGO has in place safeguarding policies and procedures that are robust and appropriate for the jurisdiction.

Ensuring that safeguarding practices of the host NGO are shared within the volunteer manual, and covered in the training sessions.

- Ensure that supervising lawyer and any other relevant staff at the NGO are trained and able to receive reports related to safeguarding.

## Travel and accommodation under the Short Secondment sub-model

Unlike the other two sub-models, the short secondment sub-model usually involves volunteer lawyers travelling to another jurisdiction. It is therefore necessary to consider:

- Are there any travel requirements, such as visas?
- Are there any internal firm policies or guidance on regulations covering business travel and remote working from abroad (for example, England & Wales qualified lawyers are now ‘non-EU lawyers’ post Brexit and may be subject to more restrictions in terms of scope of their permitted practice in the EU).
- Are there any relevant partner firm insurance considerations, such as travel insurance?
- What is the process of organising the volunteer lawyer’s travel? Will the partner firm book it directly or will this be done by the volunteer lawyer themselves (with reimbursement from the partner firm to follow)?
- Where will the volunteer lawyer be staying? As with travel, will this be booked by the partner firm or the volunteer lawyer?
- How much will the firm cover for a per diem for their volunteers per day and what will the reimbursement procedure look like?

The NGO should inform the volunteer lawyers in advance about key information (location of the office, local travel/transport considerations, working hours, expectations regarding attire, etc).

It is good practice for the partner firms to liaise with the NGO to identify a list of suitable hotels/serviced apartments for volunteer lawyers to stay at.

## Additional tips for firm partners

Different law firms have different internal policies on where their lawyers may stay during work trips (for example, some law firms do not permit employees to stay at Airbnbs during travel for work, whereas other firms offer more flexibility in this regard). Each law firm will also have a different internal process to organise and book the travel for their volunteers. Pro bono leads that are new to such projects are encouraged to consult the internal teams/persons within their firms that are responsible for organising travel in order to gain a clear picture of what the policies and processes are.

It may be useful to prepare an internal one-pager setting out the booking process and advising volunteer lawyers on how they can prepare for their secondment (i.e. when they can expect to receive the training materials and where they can find them, how long in advance they should arrange their travel and what the booking process is like, how they can record their time spent on the project etc.).

Additionally, those individuals within firms that are booking the accommodation (usually the volunteer lawyers themselves or their secretaries) should be made aware of any internal upper limit for accommodation price and be instructed to specify this to any firm travel agent (who will be accustomed to booking more expensive business travel and may need to look outside of their approved selection).

## Step 8

### Recruiting and Training Firm Volunteer Lawyers

The recruitment and training of the volunteer lawyers is crucial for the success of the project.

Firm representatives should agree between themselves (and check with the NGO partner/s) wording that will be used internally when introducing the project. This will normally explain that the nature of the work is outside the expertise of the firm, that they will be working with vulnerable individuals and that a full commitment to the training and cases is crucial.

There should be discussion amongst project partners about the ideal number of volunteer lawyers to be recruited and the ideal number per matter. There may also be restrictions on the types of lawyer that are able to volunteer (e.g. that they are qualified in the particular jurisdiction) and it is helpful to identify this as soon as possible in the process. Note that there is often an agreement that trainees, paralegals and other non-qualified lawyers may work on matters, as long as they are working closely with a lawyer qualified in that jurisdiction.

There should also be agreement between the project partners on the overall number of volunteers each law firm should recruit at the outset. It will be necessary to balance the need for enough volunteer lawyers to work on the matters that come in, but not too many that they will not receive sufficient work to justify the time spent on the initial training session.

The training materials will usually take some time to develop and must be comprehensive. The training should consist of a written document and a video conference training session that is recorded. The written document - a project manual or handbook - should cover:

- all the relevant legal information
- an outline of process (including clear steps for the volunteer lawyers to follow and noting at what points and how the supervision will occur)
- specific training on providing trauma-informed (and where appropriate child-friendly) legal assistance and working with vulnerable individuals
- information around self care, vicarious trauma
- safeguarding and cultural competency.

The written document should be drafted by the supervising lawyer or a lawyer within the NGO and reviewed by all of the project partner representatives.

The written document should be circulated to all volunteer lawyers at least one week before the video conference training session with instructions to review thoroughly before the training session. The training session should be no more than 2 hours long, ideally with 45 minutes of highlighting the important elements of the document, 1 hour of working through example cases, and 15 minutes of questions at the end. The training session should be recorded for any firm volunteer that can't attend live (and for all firm volunteers to review when necessary). The easiest way to record and circulate the recording to all project partners is to "record to the cloud" on Zoom so that a link can be easily circulated afterwards rather than a large video file.

Unless the project partners can start drafting the project handbook and training session materials prior to the supervising lawyer starting (which is not usual as the supervising lawyer will likely have the most expertise in the area of law), it may take the supervising lawyer 1-2 weeks to prepare this material. Therefore it is ideal that the training session be scheduled 3 weeks after the supervising lawyer start date, to give enough time for the materials to be finalised and agreed on by all project partners and circulated to the firm volunteer lawyers before the training session.

Having a comprehensive project handbook is crucial to the success of a collaborative project where the aim is for efficient supervision of a large number of volunteer lawyers. This project handbook can and should be updated throughout the year, for example with a FAQ document covering common questions from firm volunteers.

Project partners should make clear what the process is and who is responsible for updating the handbook. If it's the supervising lawyer there should be adequate time built into their job description for this, because it can be time consuming in jurisdictions where law and policy are in flux, particularly during times of crisis response. There could also be an option for law firm project partners to play a supporting role in this process.

See the Annexures section for an example handbook contents page.



## Step 9

### Project Launch and Taking on First Cases

The timing of the launch of a project and what is involved in that launch may vary between projects, depending on the purpose.

If the agreed purpose of a launch is to help find appropriate case referrals, project partners may decide that they will formally “launch” the project on the start date on the MOU, which is usually when the supervising lawyer has started in the role.

If there is overwhelming need for this project and external communications may “flood” the supervising lawyer and team with cases, project partners may decide to wait until the firm volunteers are trained and have started taking on cases or launch through internal communications within firms instead of externally.

Any launch communication must be agreed on between all project partners (as explained in more detail above).

As the firm volunteers are taking on their first cases, project partners will need to monitor progress and amend the project handbook as necessary.



## Step 10

### Ongoing Management

#### Working with firm volunteer lawyers

The supervising lawyer will likely need to be guided in how to effectively manage volunteer lawyers who are balancing pro bono with their busy billable practices, and may not have previously undertaken work in the particular area of law or even worked with vulnerable individuals before. The supervising lawyer needs to be confident enough to provide clear expectations in terms of work product and set realistic deadlines.

In rare instances a volunteer lawyer (or team of volunteer lawyers) working on a case may produce sub-standard work or become unresponsive and miss important deadlines. In these scenarios it is absolutely crucial that the supervising lawyer immediately reach out to the relevant firm's pro bono lead to discuss strategy, which may include the pro bono lead having internal discussions with the volunteer lawyer's direct supervisor, adding volunteer lawyers to/ replacing volunteer lawyers in the team or in extremely rare circumstances asking another partner firm in the project to take on the matter.

It would also be helpful to have some discussion around expectation management with volunteer lawyers about accessing supervision from the supervising lawyer. The supervising lawyer may be working in a different work culture than the volunteer lawyers, and may not always be available at the same times and at the same level of responsiveness that volunteer lawyers may be used to.

#### Tracking and communicating impact - review and evaluation criteria

The success and renewal of all projects relies on the "buy-in" and sustained motivation of all involved. All stakeholders want to know, periodically, if the immense amount of work and resources dedicated to any project are producing the impact that all stakeholders are hoping for. Given the complexity of legal work and difficulty of assessing its impact (versus food or shelter provision etc) there is no one right way to review or evaluate this kind of project.

Projects usually track and follow quantitative inputs such as number of matters opened/individuals assisted, pro bono hours spent by firm volunteers, and outputs such as successful applications/ outcomes (although it should be taken into consideration that simply providing representation and access to legal advice and assistance to individuals irrespective of result is an important impact that cannot be measured).

Many also collect qualitative data such as case studies.

Some of the things which should be considered here include:

- How will you want to update firms/volunteers periodically on the progress of the project in terms of its "numbers" and impacts? A newsletter? An infographic? Think about what data you'd want to include.
- Who will collect this data and where will it be stored?
- At what intervals will it need to be updated?
- Which data will represent outputs (for example, number of cases taken on or number of people assisted) versus impact or outcomes (how many cases won).
- Consider the vulnerability of individuals and:
  - Only use information in comms/promotional material which is anonymised or use pseudonyms
  - Never use actual pictures of individuals assisted within projects (pictures of places and buildings can usually be used, but consider any possible impacts of using any particular pictures - will it be possible for someone to understand who took the photo? Would that be a problem?)
- Be sure to give appropriate credit for stock images used and use them only in strict accordance with the guidelines provided by the source. Creative Commons is a great source for free stock images.
- Best practice is to avoid using any photos of children (stock or otherwise) and it is best to use stock photos, if possible, collected from the same context being addressed by the project.

It can also be helpful to invite formal feedback from volunteer lawyers and individuals assisted (where appropriate) for purposes of project evaluation and improvement. Example questions can be found in the appendix. In the case of requesting feedback from individuals, the supervising lawyer should make a judgement on a case-by-case basis as to whether it is appropriate to ask for feedback, and if so, what questions are appropriate for their context. It is critical to let individuals know that they need only give feedback if they absolutely want to and are comfortable to, and that there is no obligation whatsoever to do so. It is also best to explain clearly why feedback is being sought, and what it will be used for.

It is critical not to ask questions which are likely to re-traumatise the individual and in most circumstances it will only be appropriate to ask for feedback from someone who is not extremely vulnerable, has completed the process of receiving assistance, and is now in a far better situation than they were when seeking help. Unlike the feedback from volunteer lawyers, this data should remain entirely anonymous, thus it is important not to ask for the individual to specify their name in the form/questions for them to answer in giving feedback. The number of questions should be kept as low as possible and the feedback form/questions asked in the language and method most comfortable for the individual involved (e.g. they can be asked verbally instead of given a form to fill out).

## Awards and recognition

Although it may seem difficult to find time and/or seem frivolous to apply for awards, if a project is shortlisted or wins an award it can be helpful to:

- amplify awareness of the project (and thus its reach);
- assist pro bono leads to obtain another year of funding (as they can point to the marketing benefits to the firm of being involved in an award-winning project); and
- ensure that the amazing individuals and firms who power these projects get the recognition they deserve.

Project partners should discuss the best timing to apply for awards – usually the first year is too early, as the project is still building up evidence of impact.

From the outset of the project you should collect stories of individuals (utilising pseudonyms) and data (see below) for use in award applications. If an individual's story is being used for communication or awards submissions it is best practice for their permission to be obtained first, even if the story is anonymised. In addition to photos you can use other representations of the client, such as a drawing or a piece of writing.

Some awards that you may consider applying for may include:

- PILnet's Global Partnership Award
- PILnet's Local Impact Award
- The International Bar Association's Pro Bono Award
- Chambers Diversity and Inclusion Awards

Usually one person or firm would draft and submit the award application on behalf of all of the project partners (after checking the language with all project partners). However, it is imperative that the application is made as a joint one, on behalf of all of the project partners, and using language that emphasises the collaborative nature of the project. Even if there were one or two (or more) individuals and/or firms that developed the project originally there should be no use of the phrases "founder" or "founding firms", and all firms should be described equally as project partners. If there are any volunteer lawyer quotes used or any references to specific matters they should be anonymised so that no project partner firm is being named more than others.

## Enforcement

It is critical to remember that successful legal outcomes do not always automatically equal successful outcomes for individuals. Sometimes success in the legal process immediately alleviates the individual's access to justice concerns. However, sometimes there are additional steps which need to be taken after a successful legal outcome, to ensure the individual actually receives the benefit of the legal action.

This may consist of sending letters to government officials reminding them of court ordered-action, involving parliamentarians where orders are not complied with, or possibly even the engagement of media or other NGOs to raise the profile of the issue to encourage action. There are, however, risks involved with all enforcement-type action and so the supervising lawyer and NGO staff should strategise the best way to move forward in the circumstances, if a successful legal action alone is not sufficient.

## Changes in law/government, major events, and response

During any project, there may be changes in external circumstances that may materially affect your project. This can include changes to laws or policies in the project's jurisdiction or international events that impact your project (e.g. a new conflict or change of government in another country). If this occurs, it is critical (particularly for the NGO and supervising lawyer) to immediately start monitoring the implications of this on the project.

In the event that there are changes on the immediate horizon, or changes have been made, project partners should meet as a group as soon as possible to discuss any required changes to the project itself or processes within the project. An example of this could be if there is an introduction of a specific programme for individuals from a particular jurisdiction (such as the Federal Admission Programme for Afghanistan in Germany) where applications are supported and streamlined. In this scenario the project partners should discuss whether a different workstream can be introduced to the project. If the language in the MOU is not general enough to cover agreed changes (see above discussion for more detail), project partners should consider whether a new version MOU may be needed.

## Equity amongst project partners

All partner firms should get access to an equitable number of cases to work on. Whilst partner firms may not always have equal capacity to take on an equitable amount of cases, it is important that they are at least offered the opportunity to do so. If a partner firm cannot take on a case, there should be a process to ensure another firm is immediately asked to pick it up (usually the "next on the list to get a case") so that the individual is not waiting any longer than is needed for legal assistance. Delays in assisting individuals should be minimised as much as possible, meaning it is critical that the supervising lawyer is informed as soon as possible if a firm's volunteer lawyers have no more capacity, so that the supervising lawyer can offer the case to the next partner firm.

## Connecting with similar projects

Becoming aware of similar projects in the same region is also useful, as a network can be set up to enable referrals between similar projects (either in differing jurisdictions or within the same jurisdiction but for differing people).

An example of this is the monthly call for all of the collaborative access to justice projects in the UK/ Europe that were developed in response to the Afghan crisis. The NGO representatives from each of the projects in France, Germany, Italy and the UK discuss potential cross-referrals, shared issues such as sanctions and relevant updates on visa/ passport regulations and practices.

### CASE STUDY

#### The impact of COVID-19 on the Greece Pro Bono Collaborative

One example of the need for quick adaptation to an unforeseen situation was the impact of COVID-19 on the Greece Pro Bono Collaborative. As this project operates the short secondment sub-model, it relies on volunteer lawyers travelling in person to Greece. Health concerns and travel restrictions meant that, in February 2020, in-person secondments were suspended. However, after a short break, the Greek Asylum Service resumed processing cases in May 2020. This meant there was a pressing need for legal assistance in Greece, but no way of volunteer lawyers supporting on the ground. As a result, the Greece Pro Bono Collaborative quickly adapted and adopted a remote secondment model, whereby volunteer lawyers would spend two weeks remotely supporting the ELIL team in Greece. This was very successful and enabled the project to flourish, despite the travel restrictions. The remote secondment model remained in place until mid-2022, at which point the vast majority of secondments became in-person (remote secondments remain an option for lawyers who prefer not to travel).

## Amending/Expanding a project

It should only be in very rare instances that a partner firm would request to leave the project mid-way through a project year/agreed term. However, towards the end of each year (or agreed term) there should be discussions between all project partners to determine if all are in the position to continue. Some project partners may decide to leave due to factors such as budget constraints, changing firm interests, insufficient capacity or conflicts between the work of a project and other firm work.

When it becomes known that a partner will need to pull out, the MOU should be consulted for the procedure around exiting a project, including notice periods and the transfer of documents/files. The remaining project partners should then work together to seek out a replacement project partner, if desired. The PILnet network or networks known to pro bono leads can be leveraged to seek new partners.

If a project has been running successfully for some time, and is receiving a much larger number of referrals than it can take on, a discussion should be had between all project partners about the possibility of expansion. As part of this, an assessment will need to be done to understand:

- how much more capacity the supervising lawyer has (if any) and how to increase it;
- how much more financial contribution will be needed to cover expansion (noting that there would need to be an increase in capacity for case intake and management as well as supervision); and
- how much more capacity the partner firms have and if one or more additional partner firms need to join the project.

If a decision is made that additional firms are needed, project partners should work together to find suitable additional partners.

There are also times when a project will need to be amended due to various factors (for example, change in available remedies due to change of law/policy or as a result of international events). See above for an example of this under the “Changes in law/government, major events, and response” heading.

If this occurs, it is best to collectively discuss the changes with the project partners and decide together how the project may need to be amended, and any associated new needs, in terms of personnel, number of project partners or funding. If needed, changes can be formalised in writing and the MOU should be consulted to check if any changes require a particular process to be followed.

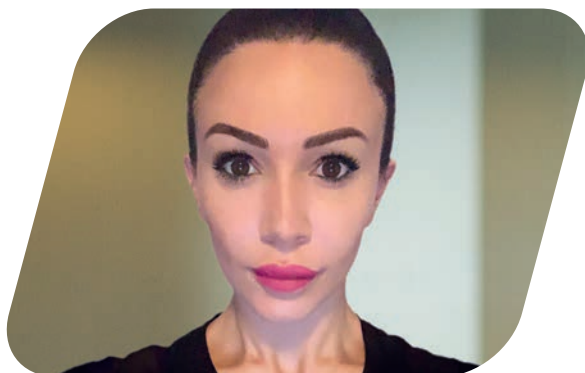
## Ending a project

The nature of some projects is that they will address an enduring need, but other projects may work on a short-term need. Alternatively, priorities or interests could change over time.

If it is necessary to end a project, the process set out in the MOU should be followed. Particular care should be taken to inform all participants and project partners, refer those whose case is on-going and ensure compliance with case file handling and archiving regulations. There should be a period of winding down during which all on-going cases should be finalised or handed over, with permission of the individual, to another organisation that can provide assistance pro bono. Note that this is particularly important when using the direct representation sub-model (as with the volunteer sub-model often the cases are just transferred back to the NGO project partners) - what will happen to the cases that have already been taken on by firms? Will they continue to receive the expert support and guidance from the NGO until the end of the case? Will the case be referred to another organisation?

Theoretically there is also a possibility that for projects addressing an area of legal need with simple legal frameworks and that use the direct representation model, there could come a time where project partner firms build up enough in-house expertise that a supervising lawyer role is not necessary. At this stage, project partners should discuss what elements of collaboration it may be helpful to retain (e.g. client referrals, regular calls to share experiences etc).

# Author Bios



## Fabi Fugazza

Fabi Fugazza is Chief Operating Officer and Legal Expert of the Coalizione Italiana Libertà e Diritti civili (Italian Coalition for Civil Liberties and Rights - Italian acronym CILD), a human and civil rights coalition with 43 member organisations.

A lawyer herself, as part of her work at CILD Fabi oversees 5 collaborative pro bono projects, in which CILD partners with 11 international law firms/ organisations and within which over 200 volunteer lawyers participate. Fabi also works as a lawyer and academic in the human rights sector in Australia, teaching human rights, law and organisational management across 3 universities. Fabi holds undergraduate and postgraduate degrees in law, legal practice, business, and management.



## Amy Grunske

Amy Grunske is the Head of International Pro Bono, Sustainability & Community Responsibility at law firm Orrick, Herrington & Sutcliffe, leading the pro bono practice in the firm's 12 international offices across the UK, Continental Europe and Asia.

Over the last five years, she has developed 14 collaborative access to justice pro bono projects in the region, working with 33 other law firms and 8 NGOs to undertake high impact work for vulnerable individuals in areas of great legal need. Amy is an Australian-qualified lawyer, holds undergraduate and postgraduate degrees in the areas of law, human rights, and psychology, and has worked in the pro bono sector since 2010.



### **Phil Worthington**

Phil Worthington is Managing Director of European Lawyers in Lesvos (ELIL), which was established in 2016 and provides free legal assistance to asylum seekers in Greece (four offices), people arriving in Poland from Ukraine (five locations in Warsaw) and asylum seekers crossing the Poland-Belarus border (two offices).

In total, ELIL has assisted over 18,000 asylum seekers and worked with more than 400 volunteer lawyers. Phil has helped set up two collaborative pro bono projects, each with six participating firms. Prior to founding ELIL, Phil worked as a commercial lawyer in London.



### **Joanna Khatib**

Joanna Khatib is a Pro Bono Coordinator at Dentons Europe LLP. Joanna manages and coordinates the pro bono practice of the firm's 23 offices across Europe, and works closely with Dentons colleagues on multi-jurisdictional pro bono projects at a global level.

She has been involved in the (internal) coordination of several collaborative access to justice projects in Europe. Prior to joining Dentons, Joanna was a member of the legal team at the Dutch Council for Refugees where she provided legal guidance to asylum seekers and refugees in the Hague, Netherlands. Joanna holds undergraduate and postgraduate degrees in the areas international and European law, human rights law and corporate social responsibility.

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# Annexures

These annexures are intended to be a “starting point” for stakeholders to develop their own materials for their own unique project and considering their own local/national/regional contexts. They are not intended to be templates, and should not be used as such. Note in particular that the MOUs contain untested provisions (e.g. on insurance) and are negotiated in a context where the risk of disputes is considered low and are varied in subject/governing law.



## Example: Project Proposal

### **Project Proposal:** [REDACTED]

[REDACTED] will be a collaborative pro bono project hosted by [REDACTED] and in partnership with [REDACTED].

Pro bono volunteer lawyers based in the [REDACTED] offices of member firms will be trained and supervised to draft applications for [REDACTED] and who meet the criteria for [REDACTED]. If there is remaining capacity, the project may also assist [REDACTED] located in [REDACTED], or [REDACTED] of other nationalities already located in [REDACTED] or those located in third countries who are eligible for legal pathways to [REDACTED].

Government funded legal aid assistance is difficult to obtain for this type of work. [REDACTED] refer out to legal aid providers if possible.

With member firms covering the costs of the project, [REDACTED], to undertake the role of Legal Supervisor who will have responsibility for all client referrals and intake, as well as the training and supervision of pro bono lawyers from the member firms. [REDACTED] one of their expert caseworkers, [REDACTED], to undertake the role of Project Officer to assist the Legal Supervisor where necessary. All project development and ongoing management, including communications, media, and website representation, will be undertaken by [REDACTED].

The project will be based on the "volunteer model", where all client relationships will sit with the [REDACTED] and the firm pro bono lawyers will act as volunteers of [REDACTED], with their work covered by the insurance of [REDACTED].

The steps of a matter will depend on the type of route but in general will involve:

- The Legal Supervisor (assisted where necessary by the Project Officer) undertakes all client intake and triaging. Each matter will be assessed thoroughly for suitability and for legal aid eligibility (if eligible, will refer to legal aid provider).
- The Legal Supervisor (assisted where necessary by the Project Officer) will then work with the pro bono leads at the firms to place matters with volunteer pro bono teams. The Legal Supervisor or the Project Officer will provide the full name and address of the individual for conflict checks.
- Once a firm is confirmed, the Legal Supervisor or the Project Officer will send a client engagement letter to the client explaining the project and that volunteers from the firm partners will be assisting the Legal Supervisor but that they will be acting as volunteers of the Legal Supervisor and the firms themselves will not be entering into a direct client relationship with them.
- The Legal Supervisor will run a guidance call with the pro bono firm team to run through the background of the case and discuss the steps involved.
- The Legal Supervisor will then either set up and attend the initial call with the team and the individual or introduce the individual to the team and allow the team to organize and attend the first call, depending on the vulnerability of the individual and the complexity of the matter.
- The firm pro bono team will work on the matter, drafting the necessary application and liaising with the individual and other organizations / family members to obtain relevant documents, and the Legal Supervisor will be available to provide guidance throughout this process as necessary.
- The firm pro bono team will keep the Legal Supervisor (and Project Officer where necessary) updated at all times as to the progress of the matter and send through any documents received and client correspondence to be saved on the Legal Supervisor's case management system.
- The Legal Supervisor will then review the finalized application and bundle of documents. The Legal Supervisor will send off the finalized application on behalf of the individual.
- If the application is refused, the decision might need to be challenged before the relevant Court. If there is legal aid available for this stage of work and client, and lawyers willing to undertake this appeal work are readily available, the Legal Supervisor or Project Officer will refer the client out of

the project. If legal aid is not available and/or lawyers unable to be found, the Legal Supervisor, Project Officer, and the volunteer pro bono teams will discuss whether the pro bono teams are able to take over the representation.

- If the application is accepted, and the individual needs further assistance when they arrive [REDACTED] the Legal Supervisor or Project Officer will refer them out of the project to another organization that can take on that specific type of work.

[REDACTED] will sign an MOU which outlines the structure above and their responsibilities. A representative from [REDACTED] and the pro bono leads at the firm partners will convene with a project management call every month to update on cases and troubleshoot issues.

The training of the pro bono lawyers will involve written materials including template applications and a 2-hour video training call, prepared and delivered by the Legal Supervisor (with assistance from the Project Officer where necessary). Training will include the relevant legal framework of the particular routes being focused on and practical notes regarding preparing those particular applications, as well as how to work specifically with vulnerable clients. The training will also include training on safeguarding and firm volunteers will need [REDACTED] safeguarding policy.

The case flow will be variable but each firm can expect to be working on a minimum 1-2 active cases at any one time.

This project will trial for one year from [REDACTED], however, it is hoped that if the project is successful (and assuming the need remains) it will be continued for a second project year in [REDACTED] and firm partners.

#### Timeline (12 months)

[REDACTED] Firm partners confirmed, MOU signed

[REDACTED] Launch of the project; training materials created and delivered to firm volunteers in w/c [REDACTED] and first cases taken on [REDACTED].

[REDACTED] Decision made by partner firms, [REDACTED] whether to continue the project for another year

[REDACTED] Budget report circulated [REDACTED] confirm how budget was spent

#### Suggested Budget (12 months; €euros)

Legal Supervisor (3 days per week)	[REDACTED]
Project Officer (1 day per week)	[REDACTED]
[REDACTED]	[REDACTED]
Translation	[REDACTED]
<b>Total</b>	[REDACTED]
[REDACTED]	[REDACTED]

\*Note: will need further investigation into other potential disbursements including application costs and cost of relocation of clients with successful applications [REDACTED]



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THIS AGREEMENT IS DATED [REDACTED] AND MADE BETWEEN THE PARTIES SET OUT IN CLAUSE 1

1. THE PARTIES

1.1 The parties to this agreement are:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- (f) [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]



(12) months from the first day of the Initial Term and the Parties agree to manage operations from month nine (9) to mitigate any impact on the Project clients once the Project ends. If one or both of the NGOs and some of the Firms decide they want to continue but the other NGO and/or other Firms do not, the Parties will assess the budget to determine the feasibility of continuing with the remaining NGO and/or Firms, and may invite new NGOs and/or Firms to join the Project, and any continuance shall be the subject of a new agreement.

### 3. TERM AND TERMINATION

- 3.1 This Agreement, and the rights and obligations of the Parties under it, takes effect on the first day of the Initial Term as agreed by the Parties.
  - 3.2 This Agreement shall terminate on the last day of the Initial Term or (if the Parties agree to extend as provided in clause 2.5) on the last day of the Extended Term, as applicable, unless terminated by the agreement of all Parties before the end of the Initial Term or the Extended Term, and the date on which it is terminated shall be known as the **Termination Date**.
  - 3.3 On and from the Termination Date, the responsibilities of each Firm and PB Lawyers in relation to NGO clients shall no longer apply.
  - 3.4 If the Agreement is terminated, the Firms and PB Lawyers shall, as soon as reasonably practicable, return all materials in their possession and control to the NGOs, as applicable, but are permitted to first make any copies thereof subject to the terms of this Agreement. Notwithstanding any of the foregoing requirements of this Agreement, the Firms may retain copies in their computer systems to the extent that, consistent with their general policies and procedures, automatic backup archiving practices create such copies.
  - 3.5 Any Firm may withdraw from the Project prior to the Termination Date by giving sixty (60) days written notice (or such notice as is possible in the event of withdrawal for reasons related to legal, regulatory or ethical rules) in accordance with clause 15 of this Agreement to all other Parties, and the following provisions shall apply to such Firm:
    - (a) No refund of the Project Donation referred to in clause 5.2 shall be due to that Firm upon such withdrawal.
    - (b) The Firm and its PB Lawyers shall, as soon as reasonably practicable, return all materials in their possession and control to the NGOs, as applicable, but may retain copies in their computer systems to the extent that, consistent with their general policies and procedures, automatic backup archiving practices create such copies.
    - (c) Any confidential information made available by any Party prior to such withdrawal shall continue to be governed by the terms of this Agreement and each Party's obligation under clause 3.6 below shall remain in full force and effect as to all previously furnished confidential information.
-

- (d) If a Firm withdraws from the Project, the responsibility of the withdrawing Firm and each of its PB Lawyers in relation to NGO clients shall no longer apply.
- (e) Following such Firm's withdrawal, the provisions of this Agreement relating to termination shall apply as between the Firm which has withdrawn and the remaining Parties and this Agreement shall continue as between those remaining Parties.
- (f) Should all Firms decide to withdraw from the Project prior to the Termination Date by giving sixty (60) days written notice in accordance with clause 15 in this Agreement to the NGOs, none of the total Project Donation will be returned. Any balance remaining of Project Donations following the conclusion of the project and settlement of all required expenditure and financial obligations, will be shared equally between the two NGO partners to support the work of each organisation.

3.6 Either NGO may withdraw from the Project prior to the Termination Date by giving sixty (60) days written notice in accordance with clause 15 of this Agreement to all other Parties. If both NGOs withdraw it will have the effect of terminating this Agreement. In the event of such a withdrawal by either one or both of the NGOs, the unused balance of the Project Donations received by the NGO/s will be returned to the Firms on a pro rata basis. In the event of one NGO partner withdrawing prior to the Termination Date, the viability of the Project continuing with only one NGO partner or the need for adjustments to this Agreement so as to enable the Project to continue will be reviewed by the remaining Parties and a decision reached within no less than 40 days of the withdrawal date of the withdrawing partner.

3.7 Clauses 8, 9, 10, 13, 14, 15, 16, 17, 18, 20 and 22 of this Agreement shall continue in full force and effect after termination of the Agreement.

#### 4. CONSIDERATION

In consideration of the mutual covenants contained herein, unless and until termination of this Agreement in accordance with clause 3, the Parties shall comply with their respective obligations and provide their respective services and work together in delivering the Project in accordance with this Agreement.

#### 5. FIRM ROLES AND RESPONSIBILITIES

5.1 Subject to availability, each Firm shall provide participating PB lawyers to undertake the work, being volunteer qualified lawyers, trainee lawyers, paralegals and qualified PDLs (where the Firm is satisfied that the trainee lawyers, paralegals and qualified PDLs demonstrate the level of skills and/or experience required to participate) of the Firm. Professional staff from each firm may also assist the legal teams with non-legal administrative tasks if required.

5.2 Each Firm shall provide [REDACTED] cover Project costs in the Initial Term [REDACTED] within 21 days of receiving an invoice from the NGOs.



5.3 Each Firm shall be only responsible for its own performance of this Agreement and shall not be responsible for any other Firm.

## 6. NGO ROLES AND RESPONSIBILITIES

6.1 The NGOs shall have ultimate responsibility for the Project and for the legal assistance given by PB Lawyers to NGO clients. All client relationships with individuals will be with the NGOs rather than any of the Firms. No assistance or advice given by a PB Lawyer is to be regarded as having been given by that Firm (or any other Firm) and the NGOs acknowledge and agree that a PB Lawyer has no personal responsibility to it or the NGO clients. The NGOs shall provide in their terms with the client that the Firm and PB Lawyer have no responsibility for the services.

6.2 The NGOs will submit details of each proposed request for assistance relating to the Project to the PB Lawyers to enable the PB Lawyers to consider such requests and conduct appropriate conflict checks/other checks. Acceptance of any such request to assist will be at the absolute discretion of the PB Lawyers.

6.3 The NGOs shall recruit, contract with, retain and ensure liability insurance for the following Project staff members:

- (a) Two (2) Legal Supervisors with responsibility for training and legal supervision on all cases;
- (b) Project Coordinator with responsibility for the day to day management and development of the Project, and tasks such as; managing new client registrations, allocation of cases to the Firms, the case management system, data collection, monitoring, evaluation and reporting, including reporting on key issues and trends arising that may be used for advocacy by the NGOs, and the financial management of the Project; and
- (c) Project Outreach and Caseworker with responsibility for; outreach into the [REDACTED], building and maintaining community and organisational relationships for the Project, identification of community information and training needs, liaising with clients and potential client groups and providing support to the Project Coordinator and Legal Supervisors.

6.4 The NGOs shall ensure proper supervision of PB Lawyers by the Legal Supervisors, such supervision and support to be available at all reasonable times during the working days and hours of the Legal Supervisors.

6.5 The NGOs shall allocate Project [REDACTED] as appropriate to Project expenses, for example:

- (a) The cost of Project team members

(b) Additional administration costs

- 6.6 The NGOs shall provide an itemised list after nine (9) months of how the Project Donations have been spent (the "Initial Term Project Expenditures") to ensure financial accountability.
- 6.7 The NGOs shall ensure that the Project Donations will fully and only cover the Initial Term Project Expenditures. If the NGOs have not anticipated additional budget required and the Initial Term Project Expenditures exceeds the Project Donations, the NGOs shall be responsible for any financial liability resulting from such deficit. If the Project Donations exceed the Initial Term Project Expenditures, at the end of the Initial Term the Parties agree to donate the surplus to the NGOs for use on other projects, such surplus to be shared equally between the two NGO partners.
- 6.8 Within a reasonable period from the start date of the Legal Supervisors, the NGOs shall finalise and disseminate training packages to Firms (the "Volunteer Training Package"). Such Volunteer Training Package will involve self-study materials and at least one lunchtime workshop by video call. A draft of the Volunteer Training Package will be circulated to the Firms for review and sign-off before being circulated to PB Lawyers.
- 6.9 The NGOs shall provide necessary updates to PB Lawyers and the Volunteer Training Package in accordance with changes in relevant law and practice.
- 6.10 The NGOs shall obtain professional indemnity insurance that covers PB Lawyers and be responsible for insuring all work and for any claim that arises and to hold Firms and PB Lawyers harmless in respect of any claim. This professional indemnity insurance will meet the minimum requirements of the [REDACTED]

**7. GENERAL OBLIGATIONS**

- 7.1 The Parties will attend monthly all-party calls to (i) troubleshoot issues, grievances and/or difficulties (including without limitation those raised by PB Lawyer(s)) (ii) review monthly expenditure and other budgetary matters (iii) discuss the political context; and (iv) any other relevant business to the project. All Parties commit to working together in a collaborative manner and all major decisions should be made by all Parties together. All Parties agree to make all reasonable endeavours to resolve any disputes between Parties in relation to the day-to-day operation of the Project. Where there are any disagreements between the Parties on such day-to-day operations of the Project and/or which pertain to NGO clients, the NGOs acting reasonably and together, will make the final decision, acting in consultation with all Parties.
- 7.2 Where a disagreement arises between Parties that is not or cannot be resolved to the satisfaction of all Parties by following the decision-making procedure established in clause 7.1, it will be resolved in accordance with clause 24.2 after the Parties have made reasonable endeavours to otherwise resolve the disagreement.
- 7.3 Where the NGO partner and a Firm have entered into a separate agreement governing the specific relationship between the NGOs and that Firm, disputes arising between the NGOs

and that Firm shall be determined in line with that separate agreement. Should one NGO wish to enter into a separate agreement in relation to the functions of this Project, with one of the Firm partners, the agreement of the other NGO partner will first be obtained, records of the other NGO partner agreement and of the separate agreement with the Firm, retained and, if applicable, case records clearly marked. The Parties shall provide their respective services in delivering the Project in accordance with the requirements and standards set out in this Agreement including:

- (a) in accordance with good industry practice;
- (b) in compliance with all applicable laws, necessary consents and regulations;
- (c) acting reasonably;
- (d) with due care, skill and diligence; and
- (e) otherwise in a manner which does not result in that Party breaching any of the terms of this Agreement.

7.4 Without prejudice to clause 7.3(b), each of the Parties will, and will procure that their officers, employees, agents, sub-contractors and any other persons who perform services for or on their behalf will:

- (a) comply with all applicable anti-bribery and corruption laws, including but not limited to the [REDACTED] and not commit any act which causes it or any of the other Parties to be guilty of an offence under Anti-Corruption Laws;
- (b) comply with their respective anti-bribery policy(ies) as updated from time to time; and
- (c) promptly give the other Parties written notice of any breach by it of this clause save where any applicable laws, regulations or professional conduct rules prohibit them from doing so.

7.5 The Parties shall, as soon as practicable, notify each other in writing of any circumstances which might prejudice their abilities to perform their respective obligations under this Agreement whether temporarily or permanently.

7.6 If permitted by law and regulation and subject to insurance or confidentiality considerations, the Parties shall advise each other in writing as soon as possible if they become aware of any legal claims that are made or threatened which would adversely affect the Project.

7.7 The Parties shall inform each other in writing if they become aware of anything that significantly delays, adversely affects, threatens, frustrates or makes the delivery of the Project unlikely.

7.8 PB Lawyers shall work on the Project as volunteers of the NGOs. Firms will endeavour to ensure PB Lawyers:

- (a) comply with all of the NGOs procedures, policies and practices (as provided to them); and as updated from time to time
- (b) comply with the reasonable instructions of NGOs staff.

7.9 Failure of a PB Lawyer to comply with any of Clauses 7.8(a) – (b) may result in the PB Lawyer being excluded from the Project. For the avoidance of doubt, a PB Lawyer will only be excluded from the Project following consultation with the PB Lawyer's Firm.

## 8. INSURANCE AND LIABILITY

8.1 In accordance with clause 6.10 the NGOs will hold professional indemnity insurance that covers PB Lawyers and be responsible for insuring all work and for any claim that arises.

8.2 No Firm shall be liable for any indirect, special or consequential loss, including but not limited to any loss of profit, loss of business, loss of contract or loss of chance of obtaining contracts, loss of revenue, damage to goodwill or loss of anticipated savings (insofar as indirect, special or consequential loss), whether the possibility of such damage or loss was foreseeable or communicated to the NGOs or not, and whether caused by negligence, acts, omissions or otherwise in connection with the Agreement or otherwise.

8.3 Without prejudice to any other provision of this Agreement, the NGOs shall remain responsible for the acts and omissions of any subcontractor appointed by it in accordance with the terms of this Agreement, as if they were acts and omissions of the NGOs or their respective directors, trustees or associates.

## 9. DATA PROTECTION AND COMMUNICATION

9.1 For the purposes of this clause 9 (Data Protection and Communication):

- (a) **Data Protection Laws** means the following to the extent applicable from time to time:
  - (i) the [REDACTED]
  - (ii) [REDACTED]; and
  - (iii) similar laws and regulations relating to the processing of personal data, in each case as amended or replaced from time to time.
- (b) **Personal Data** means all personal data (as that term is defined in relevant Data Protection Laws) processed by a Firm or the NGOs in the course of carrying out the Project pursuant to this Agreement.

- (c) **Controller, data subject and process** (and its derivatives) shall have the meanings given to them under the relevant Data Protection Laws.
- 9.2 The Parties shall keep each other fully informed, via regular communication, as regards the progress and implementation of the Project.
- 9.3 The Parties will discuss, agree, and, providing such agreement is mutually obtained, implement any communication and publicity activities relating to the Project.
- 9.4 The Parties will make no use of any other Party name, other trademarks or related intellectual property rights belonging to any Party, or images of a Party, unless they have the prior written consent of such Party. Any agreed use will not give the Parties any title in or any right to later use any Party name, other trademarks or related intellectual property rights belonging to such Party. Further the Parties shall not make or authorise any private or public announcement or communication concerning this Agreement without the prior written consent of the other Parties.
- 9.5 The Parties shall respect the confidentiality of each client in any communication and/or publicity measure.
- 9.6 In relation to all Personal Data, the Parties shall at all times comply with relevant Data Protection Laws as independent Controllers. The NGOs shall ensure that the Personal Data provided to the Firms or PB Lawyers in the course of this Agreement complies with all applicable Data Protection Laws and is accurate and up to date. The NGOs shall provide appropriate privacy information to data subjects and gather any consent necessary to share the Personal Data with the Firms or PB Lawyers in accordance with Data Protection Laws.
- 9.7 The Parties shall not disclose Personal Data to any third parties other than in compliance with Data Protection Laws and;
- (a) to employees and other staff or third parties to whom such disclosure is reasonably necessary in order for the Parties to carry out the Project; or
  - (b) to the extent required by law or regulation, provided that the Party making such disclosure shall, so far as permitted by law, give the other Parties notice in writing of any disclosure of Personal Data which it is required to make promptly upon becoming aware of such a requirement.
- 9.8 The Firms and PB Lawyers may communicate with the NGOs electronically, including through third party software such as a document sharing platform. The NGOs accept the risks involved in such communication, except in the case of fraud or wilful default.
- 9.9 The Firms will act as independent Controllers when processing Personal Data in the course of work with the Project. The Firms may also process Personal Data (a) to meet their legal and regulatory obligations, (b) in pursuing their legal rights and (c) for administrative, financial, risk management and client relationship purposes.
-

- 9.10 The NGOs agree that the Firms may transfer Personal Data within each of their groups (the Firm itself, its subsidiaries and affiliates and other partnerships, corporations and undertakings which are authorised to practise using the name of the Firm) and to its third party service providers, including to jurisdictions [REDACTED], in compliance with applicable Data Protection Laws.

## 10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 The different elements of the Volunteer Training Package and other such materials produced by any Party for the purposes of the Project will remain the copyright of that Party and nothing in this Agreement shall operate to transfer ownership of such training materials.
- 10.2 Any Parties are permitted to reproduce and disseminate such materials to PB Lawyers and store such materials on their internal systems subject to the other terms of this Agreement.

## 11. TRANSFER OF RIGHTS

No Party shall have the right to assign, transfer or otherwise dispose of its rights and obligations under this Agreement or subcontract the provision of the services without the prior consent of the other Parties.

## 12. COMPLAINTS

- 12.1 The NGOs will ensure that an appropriate complaints policy is made available to clients whose issues have been handled with support of PB Lawyers, and address any complaints made by clients.
- 12.2 Concerns or complaints regarding the conduct of a PB Lawyers or claims concerning services provided by a Firm/PB Lawyers will be directed to the Firm contact in the first instance (a list of whom is set out in Schedule 1), who will escalate the matter internally if necessary. The NGOs will provide the information required for the Firm to investigate the issue.
- 12.3 Concerns or complaints regarding the conduct of an NGO staff member will be directed to the NGO contact in the first instance (a list of whom is set out in Appendix 1), who will escalate the matter internally if necessary.

## 13. CONFIDENTIALITY

- 13.1 The Parties shall keep confidential all matters relating to this Agreement and shall use all reasonable endeavours to prevent their representatives, employees and personnel from making any disclosure to any person of any matters relating hereto; provided that any Party may publicise matters relating to this Agreement or its participation in the Project (i) internally within the Firm or organisation without restriction or (ii) to third parties by mutual consent of the Parties in compliance with clause 8 of this Agreement. For avoidance of doubt, nothing in this clause 13 shall prevent the Parties or their representatives,

employees and/or personnel from making disclosures in accordance with clauses 9.7(a) and/or 9.10 of this Agreement.

13.2 The confidentiality obligation shall not apply to any disclosure of information:

- (a) required by law or any regulatory body;
- (b) that is reasonably required by persons (including personnel and advisers) engaged by a Party in the performance of such Party's obligations under this Agreement;
- (c) where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of the confidentiality obligation;
- (d) which is already lawfully in the possession of the receiving Party, prior to its disclosure by the disclosing Party; or
- (e) required by any department, office or agency of any government.

#### 14. FORCE MAJEURE

14.1 "Force Majeure Event" results from causes beyond a Party's control including, but not limited to, war, natural flood, exceptionally adverse weather conditions, strike or lockout (other than a strike or lock-out which is limited to the Party seeking to rely on the clause, or companies/charities in the same group as that Party), civil disorder, Acts of God, power cuts or delays, government requirement, epidemic, pandemic including, without limitation, the Coronavirus/COVID-19 or other wholly exceptional events, which:

- (a) is outside the control of the Parties; and
- (b) could not have reasonably been foreseen or avoided.

14.2 If any Party is delayed in or prevented from performing any of its obligations under this Agreement by a Force Majeure Event then, so long as that Force Majeure Event continues, that Party shall be excused from performance of such obligations to the extent it is so delayed or prevented, and the time for performance of such obligation shall be delayed accordingly. The Parties shall not be held responsible or incur any liability for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure results from a Force Majeure Event.

14.3 On the occurrence of a Force Majeure Event, the affected Party shall notify the other Party as soon as practicable. Such notification shall contain details of the Force Majeure Event, including evidence of its effect on the obligations of the affected Party and any action proposed to mitigate its effect.

14.4 The affected Party shall notify the other Parties as soon as practicable after the Force Majeure Event ceases or no longer delays or prevents the affected Party from complying with its obligations under this Agreement. Following such notification (subject to





agreement entered into by the NGOs and any Firm, which will govern the specific relationship between the NGO and that Firm, as referred to in clause 7.3.

18.2 Each of the Parties acknowledges and agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Agreement. The only remedy available to a Party for any such statement, representation, warranty or undertaking shall be for breach of contract under the terms of this Agreement.

18.3 Nothing in this clause 18 shall operate to exclude fraud or fraudulent misrepresentation.

#### **19. COUNTERPARTS**

This Agreement may be executed in counterparts each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

#### **20. ADDITIONAL PARTIES**

Notwithstanding anything to the contrary contained herein, if any law firm that is not a Party to this Agreement intends to collaborate on the Project, having been approved to do so by all Parties, such law firm may become a party to this Agreement upon agreement of all Parties obtained in writing, by (i) executing and delivering to all Parties by electronic mail a deed of adherence to this Agreement (ii) nominating a Firm contact and registered address for service and (iii) delivering the Project Donation (or a pro rata amount as agreed with the Parties) pursuant to clause 5.2 of this Agreement. Thereafter such firm will be deemed a "Firm" and a "Party" for all purposes hereunder. For the avoidance of doubt all dates and periods including the 'Initial Term' and the 'Extended Term' shall continue to be read and construed as originally set out in this Agreement.

#### **21. VARIATIONS**

No variation of this Agreement shall be effective unless it is in writing and signed by the Parties.

#### **22. SEVERABILITY**

If any provision of the Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.

#### **23. CUMULATIVE REMEDIES**

Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement are cumulative and may be exercised concurrently or

separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

**24. GOVERNING LAW AND JURISDICTION**

24.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by [REDACTED]

24.2 The courts of [REDACTED] have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to non-contractual obligations), and the Parties agree that the courts of [REDACTED] are the most appropriate and convenient courts to settle disputes under this Agreement.

**25. EXCLUSION OF PARTNERSHIP**

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of the other Party.

SCHEDULE 1

CONTACTS

Party	Contact
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]

## Example: MOU 2

**From:**  
[Redacted]

**And to:**  
[Redacted]

**And to:**  
[Redacted]

**And to:**  
[Redacted]

**And to:**  
[Redacted]

**And to:**  
[Redacted]

**To:**  
[Redacted]

24 March 20[Redacted]

**Re: MoU**

Dear Sirs,

We have received your proposal of today's date for the execution of a collaboration agreement. As per your request, we have reproduced the wording of your proposal below, initialed each page and executed this letter by way of full and unconditional acceptance.

\*\*\*\*

- (e) If any application lodged pursuant to paragraphs (a) – (d) above is refused, the Parties may discuss whether support may be provided to challenge that decision before a relevant Court or Tribunal.
- 2.2 The Project will be hosted by [REDACTED] Firm lawyers (qualified in [REDACTED] or training to be qualified in [REDACTED], "Firm Volunteers") will be trained and supervised by [REDACTED] to undertake the work on a pro bono basis.
- 2.3 [REDACTED] will manage and triage all client referrals into the Project and refer individuals who are eligible for legal aid elsewhere to other legal aid providers.
- 2.4 [REDACTED] will hold all client relationships and will be retained by [REDACTED] Firm Volunteers will act as volunteers of [REDACTED] in undertaking all work. There will be no client relationship between the Firms and the individuals who are the beneficiaries of assistance provided through the Project.
- 2.5 The Parties agree that [REDACTED] will assist and support [REDACTED] under this Agreement.
- 2.6 The Parties agree that the possibility will be open to the [REDACTED] to lodge applications on behalf of individual clients and liaise with relevant Italian authorities.
- 2.7 The Project will commence on the date of this agreement and shall continue for a period of [REDACTED] (the "Initial Term") unless the Project is terminated at an earlier date, with the agreement of all Parties. The Parties shall meet on a date to be agreed in month six (6) of the Project to decide whether to continue the Project for a further period (the "Extended Term"). On that occasion, the Parties will also agree on whether the Project should continue to be hosted by [REDACTED], as well as whether the Project should be expanded to include more firms and cover the cost of further staff assisting the Supervisor. There is no obligation to continue. If the decision is made not to continue (or if no decision is made), this Agreement shall terminate on [REDACTED] and the Parties agree to manage operations from month [REDACTED] to mitigate any impact on the Project clients once the Project ends (and no financial contribution additional to the Budget will be provided by Firms). If some Firms decide they want to continue but other Firms do not, the Parties will assess the budget to determine the feasibility of continuing with the remaining Firms, and may invite new Firms to join the Project, and any continuance shall be the subject of a new agreement.

### 3. TERM AND TERMINATION

- 3.1 This Agreement, and the rights and obligations of the Parties under it, takes effect on the date on which this Agreement is signed by all Parties.
- 3.2 This Agreement shall terminate on the last day of the Initial Term or (if the Parties agree to extend as provided in Clause 2.7) on the last day of the Extended Term, as applicable, unless terminated by the agreement of all Parties before the end of the Initial Term or the Extended Term. The date on which this Agreement is terminated shall be known as the **Termination Date**.
- 3.3 On and from the Termination Date, the responsibilities of each Firm and Firm Volunteers in relation to Project clients shall no longer apply.

- 3.4 If the Agreement is terminated, the Firms, Firm Volunteers and [REDACTED] as soon as reasonably practicable, return all Project materials in their possession and control to [REDACTED] as applicable, but are permitted to first make any copies thereof subject to the terms of this Agreement. Notwithstanding any of the foregoing requirements of this Agreement, the Firms [REDACTED] may retain copies for insurance or as otherwise required for record-keeping purposes, in their computer systems. After the Agreement is terminated, the Parties may utilise aggregated and anonymised information about the project for the purposes of communicating their role in the Project to stakeholders.
- 3.5 Any Firm may withdraw from the Project prior to the Termination Date by giving sixty (60) days written notice (or such notice as is possible in the event of withdrawal for reasons related to legal, regulatory or ethical rules) in accordance with Clause 15 of this Agreement to all other Parties, and the following provisions shall apply to such Firm:
- (a) No refund of the Project Donation referred to in Clause 5.2 shall be due to that Firm upon such withdrawal.
  - (b) Any confidential information made available by any Party prior to such withdrawal shall continue to be governed by the terms of this Agreement and each Party's obligation under Clause 7 below shall remain in full force and effect as to all previously furnished confidential information.
  - (c) If a Firm withdraws from the Project, the responsibility of the withdrawing Firm and each of its Firm Volunteers in relation to Project clients shall no longer apply.
  - (d) Following such Firm's withdrawal, the provisions of this Agreement relating to termination shall apply as between the Firm which has withdrawn and the remaining Parties and this Agreement shall continue as between those remaining Parties.
- 3.6 Both [REDACTED] may withdraw from the Project prior to the Termination Date by giving sixty (60) days written notice in accordance with Clause 15 of this Agreement to all other Parties. This will have the effect of terminating this Agreement. In the event of such a termination by [REDACTED] will return their respective parts of Project Donations to the Firms on a pro rata basis.
- 3.7 Clauses [REDACTED] of this Agreement shall continue in full force and effect after termination of the Agreement.

#### 4. CONSIDERATION

In consideration of the mutual covenants contained herein, unless and until termination of this Agreement in accordance with Clause 3, the Parties shall comply with their respective obligations and provide their respective services and work together in delivering the Project in accordance with this Agreement.

#### 5. FIRM ROLES AND RESPONSIBILITIES

- 5.1 Subject to availability, each Firm shall provide participating Firm Volunteers to undertake the work. No client relationship is concluded between individual [REDACTED]
- 5.2 Each Firm shall provide a [REDACTED] to cover Project costs in the Initial Term [REDACTED] which shall be issued within 20 days of signing this Agreement. In the event the Parties

agree to an Extended Term, Firms will provide an additional donation in an amount agreed by all Parties.

- 5.3 Each Firm shall be only responsible for its own performance of this Agreement and shall not be responsible for any other Firm.
- 5.4 Each Firm shall be responsible for taking reasonable steps to support the mental wellbeing of their Firm Volunteers undertaking the Project. If [REDACTED] is aware of any concerns about the mental wellbeing of a Firm Volunteer, [REDACTED] shall communicate those concerns to the Firm contact listed in Appendix 1.

## 6. [REDACTED] ROLES AND RESPONSIBILITIES

- 6.1 [REDACTED] have ultimate responsibility for the Project delivery. The Supervisor shall have ultimate responsibility for the legal assistance given to Project clients. All client relationships will be held by [REDACTED] rather than any of the individual Firms. No assistance or advice given by a Firm Volunteer is to be regarded as having been given by that Firm (or any other Firm). [REDACTED] acknowledge and agree that a Firm Volunteer has no responsibility to them or to the [REDACTED] clients. [REDACTED] responsibility for the services provided. If required by a Firm, [REDACTED] shall enter into a professional engagement agreement with each requesting Firm to regulate the relationship between them in connection with the client relationships of the Firm Volunteers in connection with the Project.
- 6.2 [REDACTED] who has responsibility for all tasks on the Project, including client intake and referrals and the training and supervision of Firm Volunteers. [REDACTED] such supervision and support to be available at all reasonable times during the working days and hours of [REDACTED]
- 6.3 When the Project is terminated in accordance with Clause 3, or if the Parties decide that the Project should not continue to be hosted by [REDACTED] as reasonably practicable, return all materials related to the Project in their possession and control to [REDACTED] but are permitted to first make any copies thereof subject to the terms of this Agreement, and specifically under Clause 3.4.
- 6.4 [REDACTED] allocate Project Donations as appropriate to Project expenses, notably:
- (a) [REDACTED] (as set out in the Budget annexed as Appendix 2) will
  - (b) additional administration costs [REDACTED] itemised list after eight (8) months of how the Project Donations have been spent (the "Initial Term Project Expenditures") to ensure financial accountability.
- 6.5 [REDACTED] Term Project Expenditures. [REDACTED] has not anticipated additional budget required and the Initial Term Project Expenditures exceeds the Project Donations, [REDACTED] responsible for any financial liability resulting from such deficit. Firms do not commit to paying, but may consider on a case-by-case basis, whether to assume responsibility for additional disbursements incurred during the Project (for example, application filing fees).

- 6.6 [REDACTED]
- 6.7 Within the month of [REDACTED] the Supervisor shall finalise and disseminate a training package to Firms (the "Volunteer Training Package"). Such Volunteer Training Package will involve self-study materials and one workshop by video call. A draft of the Volunteer Training Package will be circulated to the Firms for review and sign-off before being circulated to Volunteers.
- 6.8 The Supervisor shall provide necessary updates to Firm Volunteers and the Volunteer Training Package in accordance with changes in relevant law and practice.

## 7. GENERAL OBLIGATIONS

- 7.1 The Parties will attend monthly all-party calls to (i) troubleshoot issues, grievances and/or difficulties (including without limitation those raised by Firm Volunteer(s)) (ii) review monthly expenditure and other budgetary matters (iii) discuss the political context; and (iv) any other relevant business to the project. All Parties commit to working together in a collaborative manner and all major decisions should be made by all Parties together. All Parties agree to make all reasonable endeavours to resolve any disputes between Parties in relation to the day-to-day operation of the Project. Where there are any disagreements between the Parties on such day-to-day operations of the Project and/or which pertain to Project clients, [REDACTED] will make the final decision, acting in consultation with all Parties.
- 7.2 Where a disagreement arises between Parties that is not or cannot be resolved to the satisfaction of all Parties by following the decision-making procedure established in Clause 7.1, it will be resolved in accordance with Clause 24.2 after the Parties have made reasonable endeavours to otherwise resolve the disagreement.
- 7.3 The Parties shall provide their respective services in delivering the Project in accordance with the requirements and standards set out in this Agreement including:
- (a) in accordance with good industry practice;
  - (b) in compliance with all applicable laws, necessary consents and regulations;
  - (c) acting reasonably;
  - (d) with due care, skill and diligence; and
  - (e) otherwise in a manner which does not result in that Party breaching any of the terms of this Agreement.
- 7.4 Without prejudice to Clause 7.3 (b), each of the Parties will, and will procure that their officers, employees, agents, sub-contractors and any other persons who perform services for or on their behalf will:
- (a) comply with all applicable anti-bribery and corruption laws and not commit any act which causes it or any of the other Parties to be guilty of an offence under anti-corruption laws;
  - (b) comply with their respective anti-bribery policy(ies) as updated from time to time; and



- (c) promptly give the other Parties written notice of any breach by it of this clause save where any applicable laws, regulations or professional conduct rules prohibit them from doing so.
- 7.5 The Parties shall, as soon as practicable, notify each other in writing of any circumstances which might prejudice their abilities to perform their respective obligations under this Agreement whether temporarily or permanently.
- 7.6 If permitted by law and regulation and subject to insurance or confidentiality considerations, the Parties shall advise each other in writing as soon as possible if any legal claims are made or threatened which would adversely affect the Project.
- 7.7 The Parties shall inform each other in writing of anything that significantly delays, adversely affects, threatens, frustrates or makes the delivery of the Project unlikely.
- 7.8 Firm Volunteers, subject to their professional, ethics, regulatory duties and obligations, and any conflicting arrangements between each Firm Volunteer and its respective Firm:
- (a) must comply with [REDACTED] policies and practices (as provided to them) to the extent that such procedures, policies and practices are reasonable, do not conflict with the Volunteer's Firm's procedures, policies and practices and are made available to the Firm Volunteers; and
- (b) must comply with the reasonable instructions of the [REDACTED] staff.
- 7.9 Failure of a Firm Volunteer to comply with any of Clauses 7.8 (a) – (b) may result in the Firm Volunteer being excluded from the Project. For the avoidance of doubt, a Firm Volunteer will only be excluded from the Project following consultation with the Firm Volunteer's Firm.

## 8. INSURANCE AND LIABILITY

- 8.1 [REDACTED] will hold professional indemnity insurance that covers [REDACTED] own work, [REDACTED] all legal work conducted within the Project under the [REDACTED] (including by Firm Volunteers) and for any claim that arises from it. Without prejudice to any other provision of this agreement, the Supervisor shall remain responsible for the acts and omission of the Supervisor and Project Officer appointed by [REDACTED] terms of this agreement.
- 8.2 Without prejudice to clause 8.1 providing that the Supervisor's own professional indemnity insurance covers all legal work conducted within the Project, including by Firm Volunteers:
- (a) Firms acknowledge it is best practice to also have their own employer liability insurance that will cover their own employee Firm Volunteers.
- (b) The Firms assume no liability to the clients (the individuals who are the beneficiaries of assistance provided through the Project), and their liability to the Supervisor and/or [REDACTED] shall not exceed £3,000,000, or such other amount as may be agreed between [REDACTED] and each Firm.
- 8.3 [REDACTED] employer liability insurance for their staff.
- 8.4 No Firm shall be liable for any indirect, special or consequential loss, including but not

limited to any loss of profit, loss of business, loss of contract or loss of opportunity, loss of revenue, damage to goodwill or loss of anticipated savings (insofar as indirect, special or consequential loss), whether the possibility of such damage or loss was foreseeable or communicated to [REDACTED] or not, and whether caused by negligence, acts, omissions or otherwise in connection with the Agreement or otherwise.

8.5 Without prejudice to any other provision of this Agreement, [REDACTED] remain responsible for the acts and omissions of any subcontractor appointed by them in accordance with the terms of this Agreement, as if they were acts and omissions [REDACTED] or their respective directors, agents or associates.

## 9. DATA PROTECTION AND COMMUNICATION

9.1 For the purposes of this Clause 9 (Data Protection and Communication):

(a) **Data Protection Laws** means the following to the extent applicable from time to time:

(i) [REDACTED]

(ii) similar laws and regulations relating to the processing of personal data, in each case as amended or replaced from time to time, as applicable to each Party according to the domestic regime to which each Party is subjected.

(b) **Personal Data** means all personal data (as that term is defined in relevant Data Protection Laws) processed [REDACTED] or the Project Officer in the course of carrying out the Project pursuant to this Agreement.

(c) **Controller, data subject and process** (and its derivatives) shall have the meanings given to them under the relevant Data Protection Laws.

9.2 The Parties shall keep each other fully informed, via regular communication, as regards the progress and implementation of the Project.

9.3 The Parties will discuss, agree, and, providing such agreement is mutually obtained, implement any communication and publicity activities relating to the Project.

9.4 The Parties will make no use of any other Party name, other trademarks or related intellectual property rights belonging to any Party, or images of a Party, unless they have the prior written consent of such Party. Any agreed use will not give the Parties any title in or any right to later use any Party name, other trademarks or related intellectual property rights belonging to such Party.

9.5 Further the Parties shall not make or authorise any private or public announcement, interview or communication concerning this agreement or the Project without the prior written consent of the other Parties.

9.6 The Parties shall respect the confidentiality of each client in any communication and/or publicity measure.

9.7 In relation to Personal Data of the Parties of the Agreement, and to Personal Data of the Firm Volunteers, the Parties shall at all times comply with relevant Data Protection Laws as Independent Controllers. The Parties shall not collect, use or disclose personal information

for purposes other than the Project's and/or to meet their legal and regulatory obligations. The parties shall provide each other with privacy policies compliant with [REDACTED]

- 9.8 In relation to Personal Data of NGO personnel and individuals and groups of individuals in need, assisted within the Project's operations, the [REDACTED] and [REDACTED] shall at all times comply with relevant Data Protection Laws as independent Controllers. [REDACTED] shall ensure that the Personal Data provided to the Firm Volunteers during this Agreement complies with all applicable Data Protection Laws and is accurate and up to date. [REDACTED] shall provide appropriate privacy information to data subjects and gather any consent necessary to share the Personal Data with the Firm Volunteers in accordance with Data Protection Laws.
- 9.9 The Parties shall not disclose Personal Data referred to in Clause 9.8 to any third parties other than in compliance with Data Protection Laws and:
- (a) to employees and other staff or third parties to whom such disclosure is reasonably necessary in order for the Parties to carry out the services; or
  - (b) to the extent required by law or regulation, provided that the Party making such disclosure shall, so far as permitted by law, give the other Parties notice in writing of any disclosure of Personal Data which it is required to make promptly upon becoming aware of such a requirement.
- 9.10 The Firms and Firm Volunteers may communicate [REDACTED] electronically. The Parties agree that they will be holding personal data in their secure systems. The Parties accept the risks involved in such communication, except in the case of fraud or wilful default.
- 9.11 The Firms will act as independent Controllers when processing Personal Data in the course of work with the Project. The Firms may also process Personal Data (a) to meet their legal and regulatory obligations, (b) in pursuing their legal rights and (c) for administrative, financial, risk management and client relationship purposes.
- 10. INTELLECTUAL PROPERTY RIGHTS**
- 10.1 The different elements of the Volunteer Training Package and other such materials produced by any Party for the purposes of the Project will remain the copyright of that Party and nothing in this Agreement shall operate to transfer ownership of such training materials.
- 10.2 Any Parties are permitted to reproduce and disseminate such materials to [REDACTED] and store such materials on their internal systems subject to the other terms of this Agreement.

10.3 [REDACTED] will retain the right to use aggregated and anonymised data collected during to the project (for example, number of applications accepted/rejected, success ratio, grounds for rejection, vulnerabilities of the applicants, number of hours needed to complete an application) for research and publication purposes. The treatment of such data will be conducted in accordance with the Data Protection Laws referenced in Clause 9.1 (a).

10.4 [REDACTED] who have worked on the cases will retain copyright of all material included in the case files that is the product of their work.

#### 11. TRANSFER OF RIGHTS

No Party shall have the right to assign, transfer or otherwise dispose of its rights and obligations under this Agreement or subcontract the provision of the services without the prior consent of the other Parties.

#### 12. COMPLAINTS

12.1 [REDACTED] that an appropriate complaints policy is made available to clients whose issues have been handled with support of Firm Volunteers, and address any complaints made by clients.

12.2 Concerns or complaints regarding the conduct of a Firm Volunteer or claims concerning services provided by a Firm/Firm Volunteer will be directed to the Firm contact in the first instance (a list of whom is set out in Appendix 1), who will escalate the matter internally if necessary. [REDACTED] provide the information required for the Firm to investigate the issue.

12.3 Concerns or complaints regarding the conduct of [REDACTED] will be directed to the [REDACTED] in the first instance (a list of whom is set out in Appendix 1), who will escalate the matter internally if necessary.

#### 13. CONFIDENTIALITY

13.1 The Parties shall keep confidential all matters relating to this Agreement and shall use all reasonable endeavours to prevent their representatives, employees and personnel from making any disclosure to any person of any matters relating hereto; provided that any Party may publicise matters relating to this Agreement or its participation in the Project (i) internally within the Firm or organisation without restriction or (ii) to third parties by mutual consent of the Parties in compliance with Clause 9 of this Agreement. For avoidance of doubt, nothing in this Clause 13 shall prevent the Parties or their representatives, employees and/or personnel from making disclosures in accordance with Clauses 9.8(a) and/or 9.11 of this Agreement.

13.2 The confidentiality obligation shall not apply to any disclosure of information:

- (a) required by law or any regulatory body;
- (b) that is reasonably required by persons (including personnel and advisers) engaged by a Party in the performance of such Party's obligations under this Agreement;
- (c) where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of the confidentiality obligation;

- (d) which is already lawfully in the possession of the receiving Party, prior to its disclosure by the disclosing Party; or
- (e) required by any department, office or agency of the Government.

#### **14. FORCE MAJEURE**

14.1 "Force Majeure Event" results from causes beyond a Party's control including, but not limited to, war, natural flood, exceptionally adverse weather conditions, strike or lockout (other than a strike or lock-out which is limited to the Party seeking to rely on the clause, or companies/charities in the same group as that Party), civil disorder, Acts of God, power cuts or delays, government requirement, pandemic including, without limitation, the [REDACTED] which:

- (a) is outside the control of the Parties; and
- (b) could not have reasonably been foreseen or avoided.

14.2 If any Party is delayed in or prevented from performing any of its obligations under this Agreement by a Force Majeure Event then, so long as that Force Majeure Event continues, that Party shall be excused from performance of such obligations to the extent it is so delayed or prevented, and the time for performance of such obligation shall be delayed accordingly. The Parties shall not be held responsible or incur any liability for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure results from a Force Majeure Event.

14.3 On the occurrence of a Force Majeure Event, the affected Party shall notify the other Party as soon as practicable. Such notification shall contain details of the Force Majeure Event, including evidence of its effect on the obligations of the affected Party and any action proposed to mitigate its effect.

14.4 The affected Party shall notify the other Parties as soon as practicable after the Force Majeure Event ceases or no longer delays or prevents the affected Party from complying with its obligations under this Agreement. Following such notification (subject to termination), this Agreement shall continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event.

#### **15. NOTICES**

15.1 Except as otherwise expressly provided within the Agreement, no notice or other communication from one Party to another shall have any validity under the Agreement unless made in writing by or on behalf of the Party sending the communication.

15.2 Any notice or other communication which is to be given by any Party to another shall be given by electronic mail. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given four hours after sent time, or sooner where the Party acknowledges receipt.

15.3 The address of each Party shall be the email address (or addresses where more than one person is named) set out after the relevant contact(s) for a Party named in Appendix 1 (or such other addresses so notified to the Parties expressly for such purpose).

15.4 Any Party may change its address for service by serving a notice in accordance with this Clause expressly stating it to be for the purpose of this Clause.

- 15.5 [REDACTED] promptly notify a Firm of any claim which is notified [REDACTED] results from the alleged actions or advice of that Firm and/or any Firm Volunteer.

**16. WAIVER**

- 16.1 The failure of any Party to insist upon strict performance of any provision of the Agreement, or the failure of any Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Agreement.
- 16.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with Clause 15.
- 16.3 A waiver of any right or remedy arising from a breach of the Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Agreement.

**17. ENTIRE AGREEMENT**

- 17.1 This Agreement constitutes the entire agreement and understanding between the Parties in respect of matters dealt within them and supersede, cancel or modify any previous agreement between the Parties in relation to such matters. This is subject to any separate agreement entered into [REDACTED] and any Firm, which will govern the specific relationship between [REDACTED] that Firm, and any professional engagement agreed in accordance with Clause 6.1.
- 17.2 Each of the Parties acknowledges and agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Agreement. The only remedy available to a Party for any such statement, representation, warranty or undertaking shall be for breach of contract under the terms of this Agreement.
- 17.3 Nothing in this Clause 17 shall operate to exclude fraud or fraudulent misrepresentation.

**18. ADDITIONAL PARTIES**

Notwithstanding anything to the contrary contained herein, if any law firm that is not a Party to this Agreement intends to collaborate on the Project, having been approved to do so by all Parties, such law firm may become a party to this Agreement by (i) executing and delivering to all Parties by electronic mail a deed of adherence to this Agreement (ii) nominating a Firm Contact and registered address for service and (iii) delivering the Project Donation (or another amount as agreed with the Parties) pursuant to Clause 5.2 of this Agreement. Thereafter such firm will be deemed a "Firm" and a "Party" for all purposes hereunder. For the avoidance of doubt all dates and periods including the 'Initial Term' and the 'Extended Term' shall continue to be read and construed as originally set out in this Agreement.

**19. VARIATIONS**

No variation of this Agreement shall be effective unless it is in writing and signed by all the Parties.

**20. SEVERABILITY**

If any provision of the Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.

**21. CUMULATIVE REMEDIES**

Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

**22. GOVERNING LAW AND JURISDICTION**

22.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed [REDACTED]

22.2 The courts [REDACTED] have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to non-contractual obligations), and the Parties agree that the courts of Italy are the most appropriate and convenient courts to settle disputes under this Agreement.

**23. EXCLUSION OF PARTNERSHIP**

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of the other Party.

## Example: Project Handbook Contents Page

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## Example: Volunteer Lawyer Feedback Questions

Volunteer name:
Volunteering period/dates:
What were your overall impressions of your experience volunteering for the project, and the work you took part in?
Did you encounter any complications in working on the case that you were given? Was there anything you found difficult?
Do you feel that you received sufficiently clear instructions on what you had to do and/or what was expected of you? Please feel free to elaborate.
Did you feel that your work added value to <insert NGO or project name>?
Do you feel that you were able to easily manage the workload, alongside your billable work? (e.g., did you have enough time to spend on the case?)
Do you feel like you were adequately supervised and/or supported by <NGO name>/the supervising lawyer while working on the case?
Do you feel like the training prepared you for the work? If not, what do you think would be helpful to change and/or add?
Would you like to continue taking part in the project?
Do you think that participating in international collaborative projects like this is a good way for you to achieve your annual target of pro bono work? If not, what other type of pro bono projects would you see as being more fit-for-purpose?
If you are happy to do so, please provide a quote about your experience for internal and external communications around this project.

## Example: Feedback Questions for individuals

Has your situation changed because of assistance received from <insert project name> project? If so, how?

Would you have been able to obtain the outcome you were able to access, without the assistance provided by <project name>?

How did you find the experience of receiving support from <supervising lawyer and/or NGO project lead> and the volunteer lawyers?

How many peoples' lives has the outcome affected?

Do you want to pass on a message to the volunteers who assisted you?

If you could change one thing about the process of working with us, what would it be?



