

MEMORANDUM OF UNDERSTANDING
BETWEEN CATHOLIC LEGAL IMMIGRATION NETWORK, INC. AND
Agency
Partial to Full Accredited Representative Initiative

This Memorandum of Understanding (“MOU”) sets forth the responsibilities of Catholic Legal Immigration Network, Inc. (hereafter CLINIC) and *Agency* (hereafter *Agency*).

Catholic Legal Immigration Network, Inc.
(CLINIC)
8757 Georgia Avenue,
Suite 850
Silver Spring, MD 20910

and

Agency

Address
City, State Zip code

Contact: Jeff Chenoweth
Phone#: 301-565-4814
Email: jchenoweth@cliniclegal.org

Contact: [Click here to enter text.](#)
Phone: [Click here to enter text.](#)
Email: [Click here to enter text.](#)

GOAL: The purposes of this initiative are to: 1) identify partial accredited representatives working in a CLINIC affiliate or other non-profit organization providing charitable immigration legal services and equip them to become full accredited representatives; 2) see each full accredited representative engage in Client Agreement with at least one client in removal proceedings within three months of gaining such status; and 3) see participating affiliates expand removal defense representation while maintaining their program’s viability.

PROJECT PERIOD: June 1, 2019 to May 31, 2020

I. RECITALS:

- a) CLINIC is a nonprofit organization organized under the laws of the District of Columbia. CLINIC’s principal office is in Silver Spring, MD. CLINIC is a training and legal support agency, which serves a network of more than 350 charitable immigration legal programs serving low income and vulnerable immigrants.
- b) *Agency* is a not-for-profit organization operating under the laws of the State of [Click here to enter text.](#)
- c) CLINIC Partial to Full Initiative Coordinator contact information:

Gabriela Castro
Catholic Legal Immigration Network, Inc.
8757 Georgia Avenue Ste., 850
Silver Spring, MD 20910
or via email at gcastro@cliniclegal.org

- d) Agency will designate [Click here to enter text.](#) as Project Coordinator. Agency will inform CLINIC promptly of any staffing changes which affect project activities. Please provide Project Coordinator email and phone contact information below:

[Click here to enter text.](#)

[Click here to enter text.](#)

- e) Agency will designate and facilitate the following persons in becoming full accredited representatives (provide full name, email and phone contact information):

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

II. PROJECT FUNDERS: Anonymous

III. UNDERTAKING OF THE PARTIES:

CLINIC will provide to Agency:

- a) A conference call or webinar to launch the initiative and answer questions;
- b) Upon request, Field Support Coordinator (FSC) consultations on how the project can be best implemented, including guidance on the impact of starting or expanding the availability of court representation on the program's model of services and financial impact;
- c) A series of online trainings on defense from removal and an in-person 3-day court skills training;
- d) Lodging and specified meals provided for 3-day in-person court skills training (see below for costs covered by the Agency);
- e) Assistance from a CLINIC Field Support Coordinator on submitting qualified full accredited representative applications to the Department of Justice's Office of Legal Access Programs, including a template for the application;
- f) Access to assistance from CLINIC attorneys for the new, full accredited representative(s) on the first court case, if the case was accepted for representation within three months after receiving full accreditation; and
- g) Access to an alumni website containing sample court materials including relevant motions and briefs.

Grant Objectives to be Completed by Agency

- a) Identify one or more partial accredited representatives considered by the supervisor to be a qualified candidate for full accreditation and engaging in court representation thereafter;
- b) Inform the Field Support Coordinator if any of the identified staff for this initiative change, including any representatives who cease to pursue training for full accreditation or leave employment;
- c) Support each partial accredited representative in attending and successfully completing the menu of training (online and in-person) prescribed by CLINIC as a pre-requisite for submitting

a full accreditation application to DOJ/OLAP. See attached timeline of required training and activities to be completed by end of project period;

- d) Provide sufficient time for representatives to attend CLINIC training and complete course work during work hours;
- e) Provide, when available, in-house/on-site mentoring on defense from removal and court skills training by available attorneys and full accredited representatives with experience in representing non-citizens in immigration court;
- f) Pay a \$150 registration fee that covers breakfast and lunch each day. Participants are expected to pay for dinner each night and their own travel to/from the 3-day in-person court skills training. Plan travel arrangements accordingly to arrive on time, attend every portion of the 3-day training and depart after completion of day 3 activities. Late arrivals and early departures require advance approval.
- g) Provide participant with sufficient time for ongoing professional development through court skills alumni website;
- h) Consult with the assigned CLINIC Field Support Coordinator to draft a well-constructed, full accredited representative application and submit the best, final draft to the FSC for final review before submitting to DOJ/OLAP and USCIS;
- i) Provide the Field Support Coordinator with a final copy of all application materials submitted to DOJ/OLAP and USCIS and any correspondences between the agency, DOJ/OLAP and USCIS;
- j) Provide the Field Support Coordinator with a copy of DOJ/OLAP's determination on the original application
- k) Identify a person unrepresented in immigration court as a client for removal defense whom the new full accredited representative can represent within three months after gaining DOJ full accreditation;
- l) Establish a plan for alternative representation if the full accredited representative on the case is unable to continue representation;
- m) Inform the FSC as to the type of case and the outcome; and
- n) Share new Full Accredited Representative's story with CLINIC as to how the status has impacted them professionally and the organization's capacity.

IV. TERMINATION:

- a) This MOU is in effect until the project end date of May 31, 2020. Either party reserves the right to terminate this Agreement for any reason upon (30) days written notice.
- b) CLINIC reserves the right to revoke attendance at the in-person training for failure to comply with completion of training and course work prior to the relevant deadline, including failure to complete and submit the case assessment exercise by August 12th, 2019.
- c) The deadline for notifying inability to attend the court skills training is August 12th, 2019. CLINIC will not refund the \$150 registration fee to court skills participants who withdraw after August 12, 2019

V. MISCELLANEOUS PROVISIONS:

- a) CLINIC is recognized by its funders as holding variance power in its multi-agency, flow-through grants. Therefore, CLINIC can withhold, decrease, or deny funds to Agency during the term of the grant if Agency fails to submit timely or accurate reports or makes

inadequate progress toward its programmatic goals, including reasonable time frames for completing objectives.

- b) This agreement constitutes the entire understanding between the parties with respect to the subject matter to which it relates, and may not be amended except by a written agreement of the parties.
- c) The terms of this agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.
- d) This agreement shall be governed by and construed under the laws of the District of Columbia, United States of America, which shall be the forum for any disputes or lawsuits arising from or incident to this agreement.
- e) Upon termination of this agreement and payment of the amounts identified under Recitals (c) from CLINIC, no further obligations exist between CLINIC and Agency under this Memorandum.

Signatures below indicate acceptance of these conditions.

Agency:

Name of Authorized Representative

Title

Signature of Authorized Representative

Date

Agency's EIN# _____

IRS Tax Code Status _____

Catholic Legal Immigration Network, Inc.:

Name of Authorized Representative

Title

Signature of Authorized Representative

Date

END of MEMORADUM