



# Subscriber Agreement 2020

This is an agreement ("Agreement") between Catholic Legal Immigration Network, Inc. ("CLINIC") and the Subscriber executing this Agreement ("Subscriber") (collectively the "Parties").

A Subscriber is a non-Catholic, nonprofit organization with a mission to serve the foreign-born receiving selected CLINIC services stemming from the organization's payment of Subscriber dues and performance in support of CLINIC's Core Standards for Charitable Immigration Programs.

## PURPOSE OF AGREEMENT:

The purpose of this agreement is to set out the responsibilities of CLINIC and the Subscriber agency for access to CLINIC's services.

## MISSION STATEMENT:

CLINIC's mission reads, "Embracing the Gospel value of welcoming the stranger, CLINIC promotes the dignity and protects the rights of immigrants in partnership with a dedicated network of Catholic and community legal immigration programs."

## CLINIC's Services & Conditions

For Subscriber agencies, CLINIC provides in 2020 a broad scope of services, including access to: CLINIC's attorneys through its Immigration and Information Support web platform; a subscription to the CLINIC News; discounted rate on trainings; free program management-related webinars; free, periodic webinars with updates to immigration law practice; access to Subscriber-restricted section of CLINIC's website; a wide array of legal and program management toolkits; new Subscriber consultation phone call with a dedicated Field Support Coordinator; support with the Department of Justice's recognition and accreditation process; self-assessment tool for immigration program management; CLINIC's national affiliate survey data if the Subscriber contributed its own data; postings to CLINIC's web-based Job Board; and reduced pricing to use LawLogix's EDGE case management system.

## CLINIC's Core Standards

CLINIC has core standards for its Subscriber agencies (see CLINIC's Core Standards for Charitable Immigration Programs). All charitable immigration programs that sign this Subscriber Agreement should strive to conform to CLINIC's standards .

These standards contain both the fundamental requirements for any program providing legal services to clients and best practices to which a program should aspire. CLINIC's services are designed to assist Subscriber agencies to achieve and excel at these core standards.

## **RESPONSIBILITIES:**

The specific responsibilities of CLINIC and Subscriber as parties to this agreement are listed below:

### **CLINIC will:**

1. Designate a Field Support Coordinator to work with the Subscriber and act as the primary source of assistance in matters related to capacity building;
2. Assist the Subscriber in seeking Department of Justice recognition and accreditation for staff members as needed, provided CLINIC has confidence in the Subscriber's capacity to fulfill the requirements of recognition and accreditation;
3. Conduct on-site assessments of the Subscriber's strength and weakness with a written assessment report as a follow-up to help affiliate agencies achieve CLINIC's core standards (a site visit is dependent on staff availability and travel costs for CLINIC staff must be reimbursed to CLINIC);
4. Provide an initiation consultation to new Subscribers to discuss the Subscriber's program structure and services with a follow-up written set of recommendations and resources;
5. 2020 Subscriber benefits include:

#### *Legal Training and Mentoring*

- Access to CLINIC's corps of experienced immigration attorneys for case consultations on a broad array of immigration legal matters relevant to charitable immigration programs.
- Access to a wide array of legal immigration toolkits, papers, training manuals, program management tools, and other resources to further enhance your practice and better serve your clients.
- Discount registration fees for legal training webinars and access to archived webinars.
- Free, periodic webinars with updates to immigration law practice.
- Discount registration fees for in-person and e-learning immigration law and program management trainings.
- Discount registration fees to CLINIC's organization-wide training event, its Annual Convening.
- Subscription to CLINIC's monthly e-newsletter.
- Access to archived newsletters and legal practice updates through a secured web portal.

#### *Organizational Capacity Building*

- New Subscriber Program Review Call with a CLINIC Field Support Coordinator.
- Consultation and technical assistance on starting an immigration legal program.
- Free registration for program management webinars.
- Technical assistance to become an authorized legal immigration service provider through agency recognition and staff accreditation.
- Dedicated Field Support Coordinator services for program management consultations.
- Opportunities to participate with CLINIC in national and regional collaborations with funding secured by CLINIC.
- Access to CLINIC affiliate survey data – provided the Subscriber participated in the survey.

- Access to a Subscriber-restricted section of CLINIC's website.
- Self-assessment tool for immigration program management success.
- Postings and access to CLINIC's web-based Job Board.
- Reduced pricing and enhanced training opportunities for CLINIC affiliates that are customers of LawLogix's EDGEtm case management system. See [www.lawlogix.com/immigration-case-management/clinic](http://www.lawlogix.com/immigration-case-management/clinic).

## *Advocacy Support*

- Advocacy updates, including USCIS updates and CLINIC's notes from stakeholder calls with federal authorities.
- Guidance on advocacy strategies from CLINIC Advocacy attorneys.
- Model resolutions for local legislative actions and talking points for local and national advocacy efforts, as CLINIC staff time permits.
- Op-Eds on urgent immigration topics; and media preparation strategies for local news stories, as CLINIC staff time permits.

## **SUBSCRIBER will:**

1. Commit to work to achieve CLINIC's entire core standards described in CLINIC's Core Standards for Charitable Immigration Programs.
2. Maintain open and prompt communication with CLINIC's assigned Field Support Coordinator.
3. Provide information and materials relating to the overall program for purposes of program assessment.
4. Update CLINIC with the program's current staffing list including contact information and credential to practice immigration law.
5. Inform the CLINIC Field Support Coordinator of significant changes in the program, including address and contact information, staffing at management and direct services levels, services available (reduced or expanded), changes in authorization to practice including those impacting the agency's DOJ recognition and accreditation status.
6. Provide any other relevant information as needed.
7. Pay required dues by prescribed due date.

## **Terms and Cancellation**

This agreement remains in effect until the end of the calendar year 2020.

The Parties understand and agree that:

1. CLINIC is not undertaking to exercise oversight of the Subscriber's program, operations, cases, or supervision of its staff.
2. CLINIC is not entering into an attorney-client relationship with the Subscriber, the Subscriber's employees or volunteers, or Subscriber's clients.
3. CLINIC does not oversee or have a legal relationship with its Subscriber agencies with respect to Subscriber performance of its duties.

4. CLINIC is not an accrediting body, nor is it providing any accreditation or approval of Subscriber's operations.
5. Subscriber does not have the right to rely on CLINIC's review of its operations to avoid or mitigate any liability for Subscriber's actions or failures thereof.
6. CLINIC's sole liability to Subscriber shall be limited to the amount of the annual dues.
7. Subscriber acknowledges that it shall perform its own review to ensure that its operations meet the standards for best practices.
8. Except as set forth in this Agreement, each party expressly disclaims all warranties, whether express, implied or statutory, including any implied warranty of merchantability, fitness for a particular purpose, title and non-infringement of intellectual property rights, and any warranty arising out of a course of performance, dealing or trade usage.

## **Disputes**

The Parties agree that all disputes or controversies arising out of or relating to this Agreement shall be governed by, and construed in accordance with, the internal laws of the District of Columbia and that the venue and jurisdiction for any such dispute shall be a court of competent jurisdiction in the District of Columbia.

## **Cancellation of Subscription**

CLINIC reserves the right to cancel this subscription at its convenience at any time, for any reason or no reason, with or without advance notice to the Subscriber. Considerations for cancellation will include but are not limited to:

1. The failure of the Subscriber to pay dues in a timely manner, as determined by CLINIC in its sole discretion.
2. If the Subscriber is not an attorney-driven organization or a DOJ recognized agency" pursuant to 8 C.F.R. § 1292.1(a)(4). CLINIC, at its sole discretion, may afford a Subscriber or potential Subscriber a grace period during which the Subscriber or potential Subscriber will seek to become an attorney-driven program or a DOJ recognized agency.
3. The failure of the Subscriber to uphold CLINIC's Core Standards for Charitable Immigration Programs, as determine by CLINIC in its sole discretion.

Upon cancellation, CLINIC will provide the former Subscriber a notice of cancellation and will refund a pro-rated share of the former Subscriber's annual dues.

I, Subscriber, accept the terms and conditions of CLINIC's Subscription Agreement.

Name:

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Title:

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Organization:

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Date:

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