

**Model Engagement Letter
Pro Bono Legal Services**

✳Date✳

✳Client Name✳

✳Client Address✳

✳City, Province

✳Postal Code✳

Confidential

Privileged &

Attention: ✳

Re: Pro Bono Representation

We are pleased to welcome you as a client of our firm. This letter is intended to confirm our discussions regarding the terms of our representation and the scope of legal services we will provide.

Description of Client

We represent you and not any other person or organization that you may be affiliated with, nor any organization that referred you to us. Accordingly, we will be representing your interests alone.

It may be desirable to provide additional details in relation to the specific client. Especially for societies, corporations or other entities, consider the following paragraph:

Our representation of you does not include representation of related persons or entities. In acting for you, we are not acting for or taking on any responsibilities, obligations or duties to any related persons or entities and no lawyer-client or other fiduciary relationship exists between us and any such related persons or entities.

We will accept instructions from you, or any other person you identify as being authorized to instruct us with respect to this matter.

Description of Legal Services

We have agreed to represent you with respect to ✳. We anticipate that the matter will involve the following work: ✳

Provide as much detail as possible about the specific work contemplated by the matter. Identify clearly any restrictions or limitations on the engagement. Describe the matter in such a way that the scope of work does not carry on indefinitely but will come to an identifiable end.

We have agreed to provide legal services, which in our professional judgment are reasonably necessary and appropriate, in relation to the above-noted matter. To the extent you need legal assistance with matters other than those described, we would be happy to discuss those with you, with the understanding that we may not be able to represent you in those other matters. If we agree to represent you in any other matter, our representation in that matter will be addressed in a separate letter.

Lawyer Responsible

You may wish to specify the lawyer(s) within the firm who will handle the matter. Consider the following:

Within our firm, * will be primarily responsible for handling your matter. There may be occasions when your interests would be best served by involving other lawyers, students or paralegals within our firm. We will advise you of any change to the primary contact for your matter.

Conflicts of Interest

Our firm represents many other clients and it is possible that some of our current or future clients may have disputes or transactions with you. We will not represent any other party in this matter, nor any other matter substantially related to it, without first obtaining your informed consent. However, because of the limited nature of our pro bono engagement for you, we wish to remain free to undertake matters for other clients in the future. In particular, we are asking for your agreement, in advance, to allow us to accept future matters during the course of this engagement and after we have completed our representation.

First, we would be permitted to accept other unrelated matters from parties opposed to you in this engagement, provided that the new matter is not substantially related to the work that we have done or are doing for you. Where appropriate, to protect confidences of both sides, we will establish an ethical wall which prohibits lawyers in our firm who have worked for you from working for an opposing party.

Second, we would be permitted to accept future matters, potentially adverse in interest to you, provided that those matters are not substantially related to the work that we have done or are doing for you. Again, where appropriate, we would establish an appropriate ethical screen.

Costs

We have agreed to provide our legal services to you without charging you our customary fees for our time and expertise.

In the course of providing legal services to you, we expect to incur out-of-pocket expenses (known as disbursements), such as long distance telephone and photocopying charges, messenger and courier expenses, court filing fees, transcript costs, etc.

OPTION 1: In your case, due to your financial circumstances, we have agreed to pay on your behalf all disbursements.

OPTION 2: In your case, due to your financial circumstances, we have agreed to cover ordinary office expenses such as telephone, fax, and photocopy charges. However, we will charge you for all other disbursements such as filing fees, transcript costs, etc. We will discuss these expenses with you prior to proceeding.

OPTION 3: You will be responsible for all disbursements including telephone, fax, and photocopy charges as well as filing fees, transcript costs, etc., which we will charge you from time to time. Where disbursements are expected to be substantial, we will discuss this with you prior to proceeding.

OPTION 4: [Pro Bono or other organization] has agreed to pay disbursements up to a limit of \$*, after which you will be responsible for paying our disbursements. We will advise you in advance if we expect to exceed this limit.

[If matter involves litigation:] Finally, you should be aware that an unsuccessful party in a legal proceeding can be ordered to pay the costs incurred by the other party (or parties) to the proceeding. You will be solely responsible for any adverse costs decision by the court in this matter. If we are successful and you collect an award of costs in your favour, we reserve the right to bill you for our legal services up to the amount of the costs you collect.

For corporate and other organizational clients, the following paragraph may be appropriate:

Periodically we will send you a statement indicating the value of the pro bono services provided to you. Since our pro bono services are in lieu of a donation, we would appreciate being recognized for the value of these services in a means consistent with your practice of recognizing contributors.

Role of Lawyer and Client

Our responsibilities under this engagement are to provide legal counsel and assistance to you in accordance with this letter. As your legal counsel, all communications between us shall remain confidential unless you direct otherwise.

We will keep you informed about important developments in this matter, consult you before making any significant decision and ensure that you have sufficient information to make informed decisions. In turn, we ask that you cooperate fully with us, inform us of any change in your contact information or financial circumstances, and reimburse us in a timely manner for any disbursements you have agreed to pay. We also require that you assist with ensuring that we have all the proper factual information and paperwork required to conduct your matter. As we are acting as your legal counsel, we ask that you avoid communicating with opposing parties or opposing counsel without consulting with us first.

Upon close of your file, we will return all original paperwork to you and maintain the file for ☼ years from the date of closing, after which it will be destroyed in the normal course.

Termination

You are free to end our representation of you for any reason, subject to court approval, if required.

We will continue our representation of you until the legal services described above have concluded or until we are permitted to withdraw from this representation for any of the following reasons:

- a. There are insufficient legal grounds to initiate or continue a court action or appeal, further representation would be unreasonable, or further representation would not advance your objectives;
- b. You no longer financially qualify for pro bono legal services;
- c. You fail to cooperate with our firm, misrepresent or conceal facts, or fail to follow our reasonable advice;
- d. You fail to pay all disbursements as required by our agreement;
- e. You fail or refuse to obey a court order;
- f. You consent to our withdrawal as your counsel; or
- g. It is otherwise allowed by law, the rules of court, or it becomes legally or ethically proper for us to do so under the applicable rules of professional conduct.

Acceptance

Assuming you agree with the terms of agreement set out in this letter, please sign and return the enclosed copy and keep this copy for your records. The effective date of our agreement is the date on which we first performed legal services in respect of this matter.

We look forward to working with you.

Sincerely,

☼

I have read, understand, and agree to all the terms in this letter.

Date

Signature of Client