

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

Contact: J grgp'Ej gp
Phone#: 301-565-4886
Email: hchen@cliniclegal.org

Agency:

Address:
City, State Zip code:

Contact:
Phone:

Email:

GOAL: This initiative seeks to: 1) identify partially 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) equip each partially accredited representative with competencies required to represent a noncitizen during removal proceedings; 3) support the partially accredited representative in applying for full accreditation; 4) ensure that the fully accredited representative engages in a representation agreement with at least one client in removal proceedings within three months of gaining full accreditation status; and, ultimately; 5) see participating affiliates expand removal defense representation while maintaining their program’s viability.

PROJECT PERIOD: September 1, 2022 to June 30, 2023*

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 400 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 _____.
- 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 _____ 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:

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

f) Agency with assistance from participant will identify an in-house or local attorney or fully accredited rep mentor and make arrangements to obtain hands on experience though shadowing (provide full name, attorney or fully accredited rep status, email and phone contact information):

II. UNDERTAKING OF THE PARTIES:

CLINIC Will Provide to Agency:

- a) An informational webinar to launch the initiative and answer questions;
- b) A series of training webinars on defense from removal and an online multi-day court skills training featuring CLINIC staff;
- c) Assistance from a CLINIC Field Support Coordinator on submitting qualified full accreditation applications to the Department of Justice's Office of Legal Access Programs, including a sample template to assist with assembling the application; and
- d) Access to removal defense toolkit containing sample court materials including relevant motions and briefs.

Grant Objectives to be Completed by Agency

- a) Identify one or more partially accredited representatives considered by the supervisor to be a qualified candidate for full accreditation and to engage 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 partially accredited representative in attending and successfully completing the

menu of training 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. Support includes but is not limited to:

- 1) Provide sufficient time for representatives to complete coursework and attend the CLINIC training during work hours;
 - 2) Provide, when available, in-house and/or off-site mentoring on defense from removal and court skills training by available attorneys and fully accredited representatives with experience in representing noncitizens in immigration court; and
 - 3) Provide participant with sufficient time for ongoing professional development through court skills alumni website;
- d) Consult with the assigned CLINIC Field Support Coordinator to draft a well-constructed, full accreditation application and submit the best, final draft to the Field Support Coordinator for final review before submitting to DOJ/OLAP and USCIS;
 - e) Submit the full accreditation application to OLAP before or by June 30, 2023. Provide the Field Support Coordinator with a final copy of all application materials submitted to DOJ/OLAP within 15 days of submitting the application as well as any correspondences among the agency, DOJ/OLAP and USCIS;
 - f) Provide the Field Support Coordinator with a copy of DOJ/OLAP's determination on the original application within 15 days of receiving the DOJ/OLAP determination;
 - g) Within a month of receiving a decision on the full accreditation application from OLAP, submit a final report to CLINIC that explains how this in-depth training and full accreditation status impacted you professionally and your organization's capacity to serve your local immigrant communities. Alternatively, if you do not obtain full accreditation status, explain why you were unable to complete this requirement. Submit this report to the Field Support Coordinator; and
 - h) Establish a plan for alternative representation if the fully accredited representative on the case is unable to continue representation.

IV. TERMINATION:

- a) This MOU is in effect until the project end date of June 30, 2023, or when agency completes grant objectives listed above*. 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 online court skills 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.
- c) The deadline for notifying inability to attend the court skills training is three weeks before the scheduled training. CLINIC will not refund the \$325 registration fee or other expenses incurred to court skills participants who withdraw after the deadline.

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