



Council on American-Islamic Relations
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JOINT REPRESENTATION AND COMMON INTEREST AGREEMENT

This agreement (the "Agreement") is made and entered into on the **below entered date** (the "Effective Date") between **CAIR-CHICAGO** ("CAIR-Chicago"), a 501(c)(3) non-profit organization existing under the laws of the State of Illinois, and the **signed volunteer attorney** (the "Volunteer Attorney") (collectively, the "Parties").

WHEREAS, CAIR-Chicago has engaged Volunteer Attorney, acting on a pro-bono basis, to represent certain persons (together, the "Clients"), who have been detained, face deportation and/or otherwise require legal assistance with immigration matters related to Executive Order 13769 or other similar Executive Orders or actions restricting travel (the "Matter").

WHEREAS, the Parties have a mutual and common interest in protecting and defending the Clients in the Matter; and

WHEREAS, Volunteer Attorneys might, in the course of representing Clients in the Matter, obtain information from and provide legal assistance to multiple Clients with similar interests. And, furthermore, the Volunteer Attorneys might find it necessary to engage in information sharing and other communications, including the sharing of privileged information and communications relating to the legal rights of individual or collective groups of Clients with other Volunteer Attorneys working on the Matter and with CAIR-Chicago (while at the same time ensuring that they do not share confidential or privileged information of one Client with any other Client); and

WHEREAS, the Parties wish to establish the terms and conditions for the protection of any confidential or privileged information that any of the Parties shares or receives in conjunction with the Matter and, specifically, with the preservation of the attorney-client, work product, joint defense and common interest privileges as to any such information.

WHEREAS, the Volunteer Attorney affirms that he or she understands all of the provisions contained in this Agreement, and in the case that he or she requires clarification as to one or more of the provisions contained herein, he or she has requested clarification or otherwise sought legal guidance.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

1.0. **Volunteer Attorney Representations and Warranties.** Beginning on the Effective Date, and remaining in effect for the duration of this Agreement, the Volunteer Attorney makes the following representations and warranties.

1.1. That he or she is fully authorized and empowered to enter into this Agreement, and that his or her performance of the obligations under this Agreement will not violate any agreement between the Volunteer Attorney and any other person, firm or organization or any applicable law or governmental regulation.

1.2. That he or she is a graduate from an ABA accredited law school, is licensed to practice in the state of Illinois, and is registered as active status and in good standing pursuant to Supreme Court of Illinois Rule 756.

1.3. That he or she will endeavor as promptly as is reasonably practicable to notify CAIR-Chicago, or any of its agents, of any change(s) to the Volunteer Attorney's schedule that could adversely affect the availability of the Volunteer Attorney.

2.0. **CAIR-Chicago Representations and Warranties.** Beginning on the Effective Date, and remaining in effect for the duration of this Agreement, CAIR-Chicago makes the following representations and warranties.

2.1. That it is fully authorized and empowered to enter into this Agreement, and that its performance of the obligations under this Agreement will not violate in any material respect, or otherwise, any agreement between CAIR-Chicago and any other person, firm or organization or any applicable law or governmental regulation.

2.2. That it is in compliance in all material respects with any and all laws and/or statutes applicable to the services described hereunder.

3.0. **Compensation.** The work performed by the Volunteer Attorney shall be performed pro-bono. Volunteer Attorney understands that the scope of Volunteer Attorney's relationship with CAIR-Chicago is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer Attorney; that CAIR-Chicago will not provide any benefits traditionally associated with employment to Volunteer Attorney; that Volunteer Attorney is responsible for his/her own medical insurance coverage in the event of personal injury or illness as a result of Volunteer Attorney's services to CAIR-Chicago; and that this Agreement does not form an employer-employee, partnership, joint venture or agency relationship among the Parties. Volunteer Attorney acknowledges that CAIR-Chicago does not assume any responsibility for or obligation to provide Volunteer Attorney with financial or other assistance, including, but not limited to, medical, health, or disability benefits or insurance of any nature in the event of injury, illness, death or damage or loss to property, except for malpractice insurance. Volunteer Attorney expressly waives any such claim for compensation or liability on the part of CAIR-Chicago beyond what may be offered freely by CAIR-Chicago in the event of such injury or medical expenses incurred.

4.0. **Malpractice Insurance.** All CAIR-Chicago sanctioned work performed by Volunteer Attorney will be covered by CAIR-Chicago's malpractice insurance.

5.0. **Confidential Information.**

5.1 Any communications by and among the Volunteer Attorneys and CAIR-Chicago, as well as any communications with any Clients with respect to the Matter shall be considered confidential and subject to the attorney-client privilege, the work product doctrine, the joint defense privilege, the common interest privilege, and any other applicable privileges.

5.2 Any documents and/or information relating to any Client or the Matter generally and exchanged among the Volunteer Attorneys and CAIR-Chicago in connection with this Agreement (“**Confidential Information**”) also will be considered confidential by the recipient and subject to the joint defense privilege, the common interest privilege, and any other applicable privileges. Confidential Information obtained and shared under this Agreement may only be used in connection with the Parties’ common efforts relating to the representation of the Clients in connection with the Matter.

5.3 The sharing under this Agreement of any Confidential Information subject to the attorney-client privilege, work product doctrine, or any other applicable privileges with respect to matters of joint defense and/or common interest shall not constitute a waiver. Any disclosure of Confidential Information exchanged pursuant to this Agreement shall not constitute a waiver of any privilege or protection.

5.4 The privileges and confidentiality obligations set forth herein shall survive the withdrawal from the common interest or joint defense by any Volunteer Attorney.

5.5 Nothing contained herein obligates any Volunteer Attorney to divulge, communicate, or exchange any Confidential Information.

6.0. **Publicity.** The Parties agree that each may make general reference to the Matter in its public statements and materials about its pro-bono program. No photographs or other recordings of individual Volunteer Attorneys or Clients shall be used without such Volunteer Attorney’s or Client’s consent.

7.0. **Intellectual Property.** Any materials developed solely by CAIR-Chicago, including but not limited to the online TAP portal remain the sole property of CAIR-Chicago subject to all applicable laws and/or statutes. For purposes of this Agreement, “materials” means “all rights, title and interests in intellectual property arising under any law, including all copyrights, patents, software, trademarks, domain names, trade secrets and licenses.”

8.0. **Liability.** Except with respect to the parties’ indemnification obligations, neither party shall be liable to the other for any special, indirect, incidental, punitive, or consequential damages arising from or related to this agreement, including bodily injury, death, loss of revenue, or profits or other benefits, and foregoing limitation applies to all causes of action in the aggregate, including without limitation to breach of contract, breach of warranty, negligence, strict liability, and other torts.

9.0. **Waiver and Release.**

9.1. The Volunteer Attorney agrees to release CAIR-Chicago, its affiliates, and its respective officers, directors, agents and employees, and its successors and assigns from any and all liability, claims, demands of whatever kind or nature either in law or equity, losses, causes of action, damage, lawsuits, judgments, including attorneys’ fees and costs, arising out of, or relating to, the Volunteer Attorney’s services under this Agreement. The Volunteer Attorney waives any claim that he or she may have against CAIR-Chicago with respect to bodily injury, personal injury, illness, death, or property damage or loss

that may result from the services he or she provides to CAIR- Chicago or occurring while engaged in volunteer activities. Volunteer Attorney releases CAIR-Chicago from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer with CAIR-Chicago. This provision is notwithstanding the malpractice claims that may result from services Volunteer Attorney provides which are covered by CAIR-Chicago's malpractice insurance.

9.2. CAIR-Chicago agrees to release Volunteer Attorney, its agents, employer, partners, and its successors and assigns from any and all liability, claims, demands of whatever kind or nature either in law or equity, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, the Volunteer Attorney's services under this Agreement. This provision is notwithstanding malicious & intentional acts, willful & wanton misconduct, or criminal acts committed by Volunteer Attorney.

9.3. This Section 9 survives the termination of this Agreement.

10.0. **Duration, Scope and Severability.**

10.1. Volunteer Attorney and CAIR-Chicago agree that in the event that any clause or provision of this Agreement is deemed invalid, the enforceability of the remaining provisions of this Agreement shall not be affected.

10.2. This Agreement shall take effect immediately, and shall remain in full force and effect indefinitely, until terminated pursuant to this Section 10. of this Agreement, except to the extent such provisions expressly survive the termination hereof.

10.3. Volunteer Attorney understands that s/he is not an employee of CAIR-Chicago for tax, employment, or any other purposes, and does not have any authority to bind CAIR-Chicago or any of its affiliated organizations.

10.4. CAIR-Chicago or Volunteer Attorney may terminate this Agreement for any reason immediately upon written notice.

10.5. This Agreement and any duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.

10.6. This Agreement may be amended only by written agreement duly executed by an authorized representative of each party.

10.7. If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

10.8. This Agreement shall not be assigned by either party without the express consent of the other party.

11.0 **Arbitration of Disputes.** Any controversy or claim, whether in tort, contract or otherwise, arising

out of or relating to the relationship between CAIR-Chicago, its affiliates or successors and the Volunteer Attorney or the services provided by the Volunteer Attorney pursuant to this Agreement, shall be submitted to confidential mediation. In the event the parties do not resolve the dispute through mediation, they will submit to confidential binding arbitration. By agreeing to arbitrate, the Parties are agreeing to waive their right to a jury trial. The arbitration will be conducted in accordance with this document, the Federal Arbitration Act and CPR Rules for Non-Administered Arbitration, as in effect on the date of this engagement letter. The arbitration shall be conducted before a panel of three neutral arbitrators. The arbitration shall be commenced and held in Chicago, Illinois. To the extent state law is applicable, the arbitrators shall apply the substantive law of the state of Illinois. All aspects of the arbitration shall be treated as confidential and neither the Parties nor the arbitrators may disclose the content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. The result of the arbitration shall be binding on the parties and judgment on the arbitrators' award may be entered in any court having jurisdiction.

12.0. **Waiver of Rights.** A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

Electronic Signature:

Date: