

**NOTRE DAME LEGAL AID CLINIC  
JOINT REPRESENTATION RETAINER AGREEMENT**

**1. RETAINER:**

- a. We hereby jointly retain the Notre Dame Legal Aid Clinic ("Legal Aid Clinic") to act as our attorney in the following matter:

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- b. We understand that the Legal Aid clinic has agreed to represent us only in the matter listed above. If there is a question in the future about representation on an appeal or if we need help with a different problem, we understand that the Legal Aid Clinic will have to weigh that request for service against the other requests it receives.
- c. We understand and agree that we will be represented by a law student working under the supervision of an attorney employed by the University of Notre Dame. We also understand that the supervising attorney may assign a different law student to my case in the future, and that we will be informed of any such change.

**2. JOINT REPRESENTATION:**

- a. We understand that the Legal Aid Clinic has agreed to represent both/all of us in this matter. Currently, the Legal Aid Clinic is able to represent both/all of us because we share the same interests and agree on the goals of the representation. However, it is possible that a conflict may arise between/among us in the future. If that happens, the Legal Aid Clinic will try to resolve the conflict. However, the Legal Aid Clinic may not favor one client over the other. If any of us decides that we no longer wish to be jointly represented, or if a conflict arises that cannot be resolved, making it impossible for the Legal Aid Clinic to fully perform its ethical obligations to each of us, we understand that the Legal Aid Clinic will be forced to withdraw as our attorney and will not be able to continue representing any of us.
- b. We understand that the Legal Aid Clinic will not give legal advice to any of us or make any decisions about the representation without our mutual knowledge and consent.

**3. CONFIDENTIALITY:**

- a. We understand that the Legal Aid Clinic has a duty to keep information about us and our case confidential. Normally, no such information will be

shared with anyone outside of the Legal Aid Clinic without our consent, except for information that must be shared in order for the Legal Aid Clinic to carry out its representation. We authorize the Legal Aid Clinic to consult and share information on a confidential basis with other lawyers, experts, investigators or consultants if, in the Legal Aid Clinic's opinion, such a consultation would help the Legal Aid Clinic to provide us with better representation.

- b. Because we are being jointly represented, each of us has a right to be fully informed about this matter. We understand that if one of us shares information with a student intern or attorney, he or she may share that information with the other.

**4. THE CLINIC'S TEACHING MISSION:**

We understand that the Legal Aid Clinic is a teaching law office, and that students, staff and supervising attorneys in the Legal Aid Clinic will have to discuss our case among themselves in order to ensure the best possible representation. We also agree that Legal Aid Clinic students and supervising attorneys may discuss our case among themselves in a classroom setting for educational purposes so long as the discussion remains confidential.

**5. FEES AND COSTS:**

We understand that the services of the Legal Aid Clinic are provided at no cost to us. We agree, however, to pay any filing fees or other court costs if they cannot be waived by the court. If attorneys' fees are awarded by a court in connection with our case, we agree that they will be paid to the Legal Aid Clinic.

**6. COOPERATION:**

We understand that the Legal Aid Clinic will work vigorously on our behalf and will keep us regularly informed about the status of our case. We agree to cooperate with and assist the Legal Aid Clinic in our case, to provide complete and truthful information when requested by our law student intern or other staff members, to be present at all scheduled hearings and meetings and to respond promptly to phone calls and letters from the Legal Aid Clinic.

**7. WITHDRAWAL FROM CASE:**

We understand that if we do not inform the Legal Aid Clinic of a change of address within 30 days of the change, or if we repeatedly fail to respond to letters or telephone calls from the Legal Aid Clinic, the Legal Aid Clinic may assume that we no longer want the Legal Aid Clinic to serve as our attorney and may seek to withdraw from our case.

**8. SATISFACTION:**

We understand that if we are not satisfied with the services of the Legal Aid Clinic, we are free to discharge the Legal Aid Clinic as our attorney.

**9. GOALS OF CONSULTATION:**

We understand that we have the right to decide the goals to be pursued in this case. We also have the right to decide whether or not to accept any offer of settlement made by the opposing party. We agree that the Legal Aid Clinic will be primarily responsible for deciding which legal procedures to follow in our case.

**10. FILE RETENTION:**

We have been informed that the Legal Aid Clinic will keep our file and any documents it contains for 10 years after our case is closed and that at the end of those 10 years the file will be destroyed. We understand that we may request a copy of our file or documents within it at any time, except for documents created by the Legal Aid Clinic that were either in draft form or were created for purely internal purposes.

By signing this agreement, we acknowledge that it has been explained to us by the law student intern or supervising attorney named below, and that we have had an opportunity to ask questions and receive an explanation regarding any part of it we did not understand.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Client's name (printed)

Signed: \_\_\_\_\_ Client's name (printed)

Signed: \_\_\_\_\_ Client's name (printed)

Signed: \_\_\_\_\_ Client's name (printed)

Law Student Intern or Supervising Attorney \_\_\_\_\_