

RETAINER AGREEMENT

This **Retainer Agreement** is entered into between [REDACTED] (the “Client”) and the **UNIVERSITY OF MINNESOTA LAW SCHOOL IMMIGRATION AND HUMAN RIGHTS CLINIC**, 229 19th Avenue South, Room 190, Minneapolis, Minnesota, 55455 (“the “Clinic”, “we”, or “us”) for legal services in connection with the Client’s Application for T Nonimmigrant Status (“T-Visa”) and Petition for U Nonimmigrant Status (“U-Visa”). Under the supervision of a licensed attorney faculty member, students and other non-attorneys may assist with representation regarding your T-Visa and U-Visa applications. All non-attorneys assisting with your representation will be supervised by a faculty member in the Clinic.

Scope of Representation

We have agreed to represent you only in connection with your T-Visa and U-Visa applications. We have not agreed to represent you on any other issue. We have not agreed to contest or appeal any results of your case. Due to the nature of the Clinic and the Law School calendar, your case may be supervised/handled by additional students enrolled in the Clinic, other clinic staff, The Advocates for Human Rights, or its volunteers. We may also work with other individuals or groups in the legal community to conduct research related to your case.

Conflicts of Interest

We represent different individuals in like or similar circumstances. This may increase the risk of a potential conflict of interest. If any Client is aware or becomes aware of a conflict of interest, it is the Client’s obligation to inform the Clinic immediately. If the Clinic becomes aware of a conflict of interest, we reserve the right to withdraw as your attorneys. Withdrawing as your attorneys would mean that you would have to continue working on your T-Visa and U-Visa applications by yourself or find a new attorney. Please see the attached Simultaneous Representation Consent Agreement for additional information regarding potential conflicts.

Client’s Responsibilities

1. Promptly inform us of any changes in address, phone number, or living arrangements.
2. Provide us with any relevant information or documents concerning representation in this matter at all times during representation.
3. Cooperate with us by:
 - Promptly returning all phone calls and responding to all correspondence; and
 - Promptly appearing for any appointments, hearings, and court appearances, or notifying us in advance if the Client cannot attend.

We reserve the right to withdraw from representing you for good cause. “Good cause” includes but is not limited to Client failure to cooperate, insufficient legal merit, conflict of interest, or a lack of resources.

Client

Date

Student Attorney

Date

Student Attorney

Date

Student Attorney Director

Date

Supervising Attorney

Date

I, _____, am competent to interpret in Spanish and English. I reviewed this retainer agreement with _____ in Spanish, and he understood and consented to its contents before signing.

Print Name: _____

Date: _____

Signature: _____

Address: _____

Simultaneous Representation Consent Agreement

We, [REDACTED] hereby acknowledge that **UNIVERSITY OF MINNESOTA LAW SCHOOL IMMIGRATION AND HUMAN RIGHTS CLINIC**, 229 19th Avenue South, Room 190, Minneapolis, Minnesota, 55455 (“the “Clinic”, “we”, or “us”) has explained and provided the following information:

The Clinic’s representation [REDACTED], in connection with their Applications for T Nonimmigrant Status (“T-Visa”) and Petitions for U Nonimmigrant Status (“U-Visa”) is governed by the Minnesota Rules of Professional Conduct (MRPC). Rule 1.7 of the MRPC states that a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. Under Rule 1.7, a concurrent conflict of interest exists if (1) the representation of one client will be directly adverse to another client; or (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer’s responsibilities to another client, a former client, or a third person or by a personal interest of the lawyer. As of October 4, 2016, simultaneous representation of [REDACTED] does not appear to adversely impact [REDACTED]. In this limited circumstance, simultaneous representation is ethical if agreed to by all parties.

Future conflicts may arise between [REDACTED], similarly situated parties, and/or non-parties. These conflicts may include, but are not limited to, matters related to terms of employment, safety conditions, recruitment, arrival, migration, familial conflicts, violence, and statements, representations, or omissions made by [REDACTED], similarly situated parties, or non-parties. If such conflicts arise, we agree to notify all relevant parties. [REDACTED] also have a duty to tell their attorneys if they become aware of any conflict. In such circumstances, all parties retain the right to terminate representation, and we retain the right to withdraw from representation of any party.

The MRPC require that we respect the confidentiality of all client information unless we have received informed consent from the client to disclose that information [REDACTED] understand and agree that we may obtain certain information that will NOT be kept confidential from [REDACTED]. This information includes but is not limited to detailed background history, biographic data, case facts, and shared or similar experiences between the parties. [REDACTED] each agree and consent to receive communications and phone calls from us at the same address. [REDACTED] understand that this may make others aware of some information regarding our

representation in each person's case. Notwithstanding this Simultaneous Representation Consent Agreement, all parties agree that our legal representation does NOT include disclosure to:

_____ following confidential issue: _____,

_____ following confidential issue: _____,

_____ following confidential issue: _____.

By signing below, _____ agrees to all above stated. After careful consideration _____ agrees that he has voluntarily and freely consented to our simultaneous representation in these matters _____ hereby agrees to retain simultaneous representation only in connection with his T-Visa and U-Visa applications by **UNIVERSITY OF MINNESOTA LAW SCHOOL IMMIGRATION AND HUMAN RIGHTS CLINIC**, 229 19th Avenue South, Room 190, Minneapolis, Minnesota, 55455.

Client

Date

Student Attorney

Date

Student Attorney

Date

Student Attorney Director

Date

Supervising Attorney

Date

I, _____, am competent to interpret in Spanish and English. I reviewed this Simultaneous Representation Consent Agreement _____ in Spanish, and he understood and consented to its contents before signing.

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Date: _____

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