**CHRISTIAN LEGAL AID**

**HOST ORGANIZATION AGREEMENT**

The purpose of this Agreement is to describe the services provided by the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Christian legal aid program (“CLA Program”) and the responsibilities of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Host”) as a host ministry for a Christian legal aid clinic.

1. **SERVICES PROVIDED BY CLA PROGRAM**

The mission of CLA Program is to seek justice for our neighbors in need through legal aid, advocacy, and the transforming grace of Jesus Christ. CLA Program provides the following services:

* 1. Legal Aid Clinics. CLA Program shall hold quarterly, monthly, bimonthly, or weekly legal aid clinics at which CLA Program volunteer attorneys provide legal counsel to low income members of the local community. Typically, clinics shall be scheduled for approximately four hours on dates mutually convenient for CLA Program and Host.
  2. CLA Program shall provide general training of pro bono attorney and other volunteers.
  3. CLA Program shall provide training for the Church Liaison (position described below).

1. **RESPONSIBILITIES OF HOST**
   1. Host shall appoint a “Host Liaison” to be Host’s primary contact with CLA Program. The Host Liaison will maintain regular communications with CLA Program in order to:

* facilitate the scheduling of legal clinics, trainings, and other CLA Program events at Host site
* keep CLA Program leadership abreast of activities within Host that may affect the smooth functioning or coordination of the legal aid clinics
* communicate with CLA Program Clinic Directors to facilitate their scheduling of client appointments, intake screening of potential clients, and transmission of intake forms
* ensure that the obligations of Host are fulfilled
  1. Host shall provide locked storage to contain case and client records, desk manuals and resource books, and other CLA Program-related files and paperwork. Keys to the locked storage shall be limited to the CLA Program Clinic Directors and Church Liaison. The locked storage shall be opened only at the request of CLA Program staff or CLA Program Volunteers.
  2. Host shall provide space for hosting quarterly, monthly, bimonthly, or weekly legal aid clinics on-site. The space provided must be sufficient to maintain each client’s confidentiality when speaking with attorneys.
  3. Host shall provide CLA Program volunteers convenient access to a printer, copier, scanner and WiFi Internet access to aid in legal aid consultations.
  4. Host shall promote the CLA Program within its congregation and ministries to recruit potential clients, attorney and non-attorney volunteers, and supporters.

1. **FINANCIAL COMMITMENT**
   1. Host shall contribute a mutually-agreed upon percentage of CLA Program’s annual Professional Liability Insurance premium for volunteer attorneys of all CLA Program clinics. CLA Program anticipates that its total Professional Liability Insurance premium for 2015 will be approximately $1,000, with incremental increases in the years thereafter.
   2. To help support the operations of CLA Program, Host shall endeavor to provide a yearly financial contribution and/or permit CLA Program to make financial appeals directly to Host’s membership.
2. **CONFIDENTIALITY**

Host and its agents (including its Pastors, Church Liaison, and other assistants) its screeners, its interpreters, and any others involved in the CLA Program shall preserve the confidentiality of any information, both oral and written, obtained from CLA Program clients and potential clients, and shall not publish or disseminate this information to anyone outside of CLA Program. Such confidential information includes, but is not limited to, the identities of clients and potential clients, their legal needs and problems, and any communications with them in connection with the screening interviews.

1. **LIABILITY**

CLA Program shall require clients to sign a Consent and Waiver of Liability form by which the client releases CLA Program and Host of liability resulting from the legal services provided. However, individual attorneys cannot waive their own liability and thus are covered under Professional Liability Insurance provided by CLA Program. CLA Program shall maintain Professional Liability Insurance at all times that covers all attorney and non-attorney volunteers engaged in the provision legal services at Host in the scope of this Agreement.

1. **TRADEMARKS & MATERIALS**
   1. CLA Program grants a license to Host to use the trademark “[INSERT NAME OF CLA PROGRAM]” and the CLA Program Logo (in the form as it appears on CLA Program’s official website, or as otherwise provided by CLA Program) (“CLA Program Trademarks”) for the purpose of operating CLA Program clinics and promoting CLA Program.
   2. To ensure that CLA Program Trademarks are used consistently among all of its clinics, CLA Program reserves the right to review and request that Host cease particular uses of CLA Program Trademarks that, in CLA Program’s judgment, are inconsistent with CLA Program’s mission, policies, or plans.
   3. CLA Program grants Host a license to use all printed and electronic materials that CLA Program provides to Host for the purpose of operating and promoting CLA Program legal clinics. Materials include, but are not limited to, forms, brochures, advertisements, and web content.
2. **TERM AND TERMINATION**

This Agreement shall continue indefinitely. Either party may terminate this Agreement upon two months written notice to the other party. The parties will mutually review and discuss this Agreement and its terms on or about its anniversary date each year. Upon termination, Host will promptly cease using all CLA Program Trademarks and materials, and shall return all files, supplies, and other materials belonging to CLA Program.

1. **CHRISTIAN CONCILIATION**

In recognition of the Biblical calling to live at peace with one another, CLA Program and Host agree to resolve any dispute with the other in a Biblical manner, according to the principles stated in 1 Corinthians 6:1-11, Matthew 5:23-24; Matthew 18:15-20, and other pertinent Scripture. If any dispute cannot be resolved in private meetings between us, CLA Program and Host agree, as an alternative to litigation, to enter mediation and, if mediation is unsuccessful, legally binding arbitration in accordance with the Rules of Procedure of the Institute for Christian Conciliation of Peacemaker Ministries ([www.hispeace.org).](http://www.hispeace.org) CLA Program and Host agree that any arbitration award may be entered in any court having jurisdiction over the subject matter or parties. CLA Program and Host agree that these methods shall be the sole remedy for any controversy arising out of this Agreement or the services provided by CLA Program. CLA Program and Host expressly waive their rights to file lawsuits against one another for such disputes, except to enforce a mediation or arbitration decision.

9. **RELATIONSHIP**

This Agreement shall not be deemed to create a partnership or joint venture and neither party is the other's agent, legal partner, or representative. Neither party has the right to obligate or bind the other party in any manner.

[Name of CLA Program]

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Printed Name: Date

Title:

[Name of Host]

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_**

Printed Name: Date

Title: