

CONSULTATION AGREEMENT

This Agreement is entered into by and between the University of Nebraska College of Law Immigration Clinic (hereinafter “the Clinic”) and _____, attorney at law (hereinafter “Counsel”).

THE PARTIES

The Clinic is a course at the College of Law in which third-year law students enroll for academic credit in order to gain experience in the practice of immigration law. Students in the Clinic are supervised by a faculty member who is licensed to practice law in the State of Nebraska. The Clinic does not charge for the legal services and advice it provides to clients or the public.

Counsel is an attorney engaged in the practice of law in the State of Nebraska.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to allow third-year law students in the Clinic, working under the supervision of a licensed attorney, to provide consultation and advice to Counsel related to Counsel’s representation of a non-U.S. citizen client involved in Nebraska state criminal proceedings. Such consultation and advice will be provided by the Clinic to Counsel in conformity with the terms and conditions set forth in this Agreement.

MUTUAL CONSIDERATION

By providing the services set forth in the preceding paragraph, students in the Clinic receive experience in reviewing facts, researching and analyzing the law, and writing legal memoranda on issues relating to the immigration consequences Counsel’s client may face as the result of the client’s involvement in Nebraska state criminal proceedings. Counsel receives the services set forth in the preceding paragraph free of charge, in order to assist Counsel in meeting his/her Sixth Amendment obligations to his/her non-U.S. citizen client.

COUNSEL’S DUTY TO THE CLIENT

Counsel acknowledges that s/he has a Sixth Amendment obligation to provide advice to Counsel’s client regarding possible immigration consequences of the criminal proceedings in which the client is involved, pursuant to the United States Supreme Court’s decision in *Padilla v. Kentucky*, 559 U.S. 356 (2010). In order to help satisfy that obligation, Counsel wishes to receive services from students in the Clinic under the terms and conditions set forth in this Agreement.

RELATIONSHIP AMONG THE PARTIES TO THIS AGREEMENT

Counsel acknowledges that s/he is the sole legal representative of the following client, who is currently involved in Nebraska state court criminal proceedings (include identifying case information, including case caption, case number, and county in which proceedings are taking place):

Counsel further acknowledges that s/he will continue to be one of the client's legal representatives for the duration of this Agreement, and has authority to enter into this Agreement. Counsel further acknowledges that this Agreement does not create an attorney-client relationship between the Clinic and the client for any purpose whatsoever.

This Agreement is made for purposes of Counsel receiving legal research and analysis from the Clinic related to the possible immigration consequences the client may face as a result of the client's involvement with Nebraska state court criminal proceedings. In order to receive complete and thorough legal research and analysis, it may be necessary for Counsel to divulge privileged information to the Clinic that relates to the client's case. In that event, Counsel agrees to obtain the client's consent, pursuant to all applicable provisions of the Nebraska Rules of Professional Conduct, to divulge such information to the Clinic for the sole and only purpose of allowing the Clinic to conduct the legal research and analysis sought by Counsel. It is further agreed to by the Clinic and Counsel that, for the purposes of the services being provided to Counsel by the Clinic under the terms of this Agreement, the Clinic is being retained by Counsel to assist Counsel in the rendition of professional legal services to the client and is acting as a "representative" of Counsel, as that term is used in Neb. Rev. Stat. § 27-503(1)(c).

The Clinic and Counsel agree that, once the services the Clinic agrees to provide by the terms of this Agreement are completed, the Clinic owes no further obligations of any kind to Counsel, and this Agreement shall be fully concluded.

DUTIES AND OBLIGATIONS OF THE CLINIC

1. The Clinic agrees to provide the following services to Counsel:
 - a. Clinic students will conduct legal research related to the potential immigration consequences of the Nebraska state court criminal proceedings in which the client is currently involved, and will do so within a reasonable period of time.
 - b. Clinic students will prepare a legal memorandum analyzing the Clinic's legal research and rendering an opinion on possible immigration consequences of the Nebraska state court criminal proceedings in which the client is currently involved and deliver it to Counsel.
2. Once the legal memorandum is delivered to Counsel, Clinic students will answer any follow-up questions posed by Counsel that relate directly to the legal memorandum, for a period not to exceed one week.

3. After the period of time referred to in the preceding paragraph, the Clinic's responsibilities under this Agreement will be concluded, and the Clinic shall have no further responsibility to Counsel.
4. At such time as the Clinic's responsibilities under this Agreement are concluded, Clinic students will send a written communication to Counsel advising Counsel that the Clinic has concluded its work under this Agreement and has internally closed out its file relating to this matter.
5. The Clinic will check for any conflicts of interest it may have that relate to Counsel or the client before agreeing to provide any services under this Agreement.
6. The Clinic will keep confidential all information related to the client provided by Counsel, in order to comply with the Nebraska Rules of Professional Conduct and evidentiary privileges related to the attorney-client relationship between Counsel and the client.

DUTIES AND OBLIGATIONS OF COUNSEL

In consideration of the above services to be provided by the Clinic, Counsel agrees as follows:

1. To, in a timely manner, fill out any questionnaires and provide any documents and information related to the client or the client's case requested by the Clinic.
2. To, if necessary, obtain the client's consent to release information to the Clinic that will enable it to conduct the research and analysis of the possible immigration consequences of the Nebraska state court criminal proceedings in which the client is currently involved.
3. To hold the Clinic harmless from any and all claims that may be asserted against it by the client that arise out of or are related to the Clinic's provision of services to Counsel under this Agreement.

PROCEDURE

The procedure under which requests for assistance from the Clinic can be requested is set forth in the "**Procedures**" attachment to this Agreement, which is incorporated fully herein by reference.

INTEGRATION

This Agreement represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties that are not incorporated herein shall not serve to vary or contradict the terms set forth in this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement, and each party acknowledges the receipt of a duly executed copy of this Agreement.

For the Immigration Clinic:

For Counsel:

Kevin Ruser
Professor of Law
University of Nebraska College of Law

DATE: _____

DATE: _____

PROCEDURES ATTACHMENT – 2021

1. The Clinic will begin accepting requests for assistance on January 25, 2021.
2. The Clinic's ability to provide assistance will be limited, due to the limited enrollment (8 students) in the Immigration Clinic.
3. Attorneys wishing to consult with the Clinic must email Professor Kevin Ruser at kruser1@unl.edu with a brief description of the question(s) on which they wish to consult with the Clinic, using the email template provided by the Clinic.
4. Professor Ruser will make a determination of which requests to assign to students, based on the availability of students to work on any given request and any other factors he deems relevant to such decision.
5. All decisions by Professor Ruser regarding which cases to accept for consultation are final.
6. If the Clinic accepts a case for consultation, the Clinic will consult only with the attorney(s) in the case and will not form an attorney-client relationship with the client.
7. Attorneys whose cases are accepted for consultation must fill out both the questionnaire and the Consultation Agreement provided to them by the Clinic, before any work will be done by the Clinic.
8. If a case is accepted for consultation, Clinic students will research the legal issues presented and will use their best efforts to try to prepare a memorandum summarizing their research and conclusions within 10 days of receiving all of the information requested from the attorney(s) by the Clinic.
9. Clinic students will also be available for one follow-up consultation once their memorandum is delivered to the attorney(s), after which time the Clinic's obligations will cease.
10. The Clinic reserves the right to limit the number and frequency of consultation requests from any one attorney or firm.
11. The Clinic will not accept any requests for consultation after April 16, 2021.