

Date

**Re: Provision of Legal Services**

Dear NPO,

I am pleased to confirm that the Milwaukee Legal Initiative for Nonprofit Corporations at Marquette University ("M-LINC") has received your request on behalf of XXXXXXXXXXXXX for *pro bono* legal services. We will endeavor to locate an attorney who will agree to represent XXXXXXXXXXXXX (the "Organization") free of charge with the following listed matters.

Although M-LINC actively recruits volunteer attorneys, the attorneys select the organizations with which they wish to work. Thus, we cannot guarantee the length of time it will take to recruit a volunteer attorney; and we cannot guarantee that we will be able to find attorneys to assist your Organization with the matters listed below. Additionally, we will endeavor to pair a Marquette law student with the volunteer attorney(s) to assist in these matters.

You have requested legal counsel for the Organization on the following matters:

- ISSUE # 1.
- ISSUE # 2.

Any resulting attorney-client relationship will be subject to the Wisconsin Supreme Court Rules of Professional Responsibility. All matters will be considered confidential and subject to the attorney-client privilege. However, M-LINC may need to disclose some of this information from time to time, including but not limited to disclosure to volunteer attorneys and to our funding sources. Accordingly, by signing this retainer, the Organization grants M-LINC permission to make such disclosures, as we deem necessary. While there will be no charge for legal services, the Organization will be responsible for all filing fees, court costs, and disbursements.

**Please note:** the proposed engagement outlined above does not include litigation or litigation-related matters (e.g., an administrative hearing) that may arise from the listed matters. In the event litigation is subsequently deemed necessary or desired by the Organization, the Organization will need to independently retain other attorneys to represent it in such litigation, at which time the involvement of M-LINC, Marquette University, and the volunteer attorney(s) will end on the matter.

By signing this retainer the Organization agrees to cooperate fully with M-LINC and with our volunteer attorney(s), including but not limited to the following:

- responding to correspondence and telephone calls in a timely manner;
- producing all necessary information and documentation; and
- keeping in regular contact with M-LINC and the volunteer attorney(s).

We cannot overemphasize the importance of the Organization's requirement to maintain regular contact and communication with M-LINC and our volunteers, as this will help us and our volunteers to best serve you. **Failure to do so may result in a determination by M-LINC or the volunteers that we are unable to assist, or continue to assist, with the listed matter(s), and/or that the Organization is ineligible for future legal assistance.** We thank you in advance for your cooperation. This retainer does not include any unanticipated legal services not within the scope of the work outlined above. If the Organization requires additional legal work not specifically set forth above, contact M-LINC to discuss this additional work (you should not contact a volunteer attorney directly with a request for additional legal services. All such requests must be made through M-LINC). If M-LINC determines that we can assist the Organization with these additional legal needs, all of the terms and conditions set forth in this letter shall apply to the provision of additional legal services.

By signing below, you certify that you have authority to bind the Organization to the terms of engagement described in this letter and further:

- Release and hold harmless Marquette University from any and all liability which may arise in the course of this representation, or as a result of a referral under the M-LINC program, including any liability arising out of the failure to act.
- Grant permission and consent to M-LINC to use information, pictures or video pertaining to your Organization, in our media releases, our website, our publications, educational programs, and in other communications.
- Agree to release, and allow your volunteer attorney to release, information regarding the nature of the referral, outcome of the matter, and satisfaction data for purposes of ongoing evaluation, education, and quality improvement
- Authorize M-LINC to utilize copies of any documents drafted during the course of representation, once all confidential and identifying material is redacted from such documents, with other organizations or individuals that request assistance from M-LINC.

Please sign and date this letter in the space provided, keep a copy for your records, and return the original to us so that we may begin work on the Organization's behalf.

M-LINC looks forward to helping your Organization. Please do not hesitate to call me if you have any questions.

Sincerely,

Karin Holmberg Werner, Esq.  
Director  
Milwaukee Legal Initiative for Nonprofit Corporations

ACCEPTED AND AGREED:

By: \_\_\_\_\_  
Name, Executive Director

By: \_\_\_\_\_  
Name, [Board President or other officer]

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

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