

PARTICIPANT AGREEMENT

This Participation Agreement (“Agreement”) is entered into by and between Northeastern University School of Law, operating a program known as “Lawyers for Affordable Justice” in collaboration with Boston College Law School and and Boston University School of Law, and _____ (“Participant,” “you,” or “your”), (together, “the Parties”), effective as of _____, 2017.

WHEREAS, Northeastern University School of Law is operating a program known as “Lawyers for Affordable Justice” in collaboration with Boston College Law School and Boston University School of Law (“LAJ,” “LAJ Program” or “we”);

WHEREAS, LAJ is intended to operate as a shared “community,” within which each lawyer-entrepreneur Participant is a sole proprietor, unless and until the Participant establishes any other business entity;

WHEREAS, the goals of the LAJ Program include providing the Participants with resources to assist in developing a law practice in any of the following areas: employment law, small business practice, immigration law, criminal defense, family law, or landlord-tenant disputes; access to training to further develop professional skills; support in the development of business knowledge needed to create and sustain an economically-viable practice; and 12 months to grow a practice into a viable business entity; and

WHEREAS, you have been selected to participate in the LAJ Program because you have demonstrated the plans, skills, and temperament to grow a viable community-based law office.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the Parties agree as follows:

A. Services Provided by LAJ.

As a Participant in the LAJ Program, we will provide to you the following services for the one (1) year term of this Agreement:

1. Training.

LAJ will provide a regular schedule of training for all Participants on matters related to law office and practice management, including, but not limited to, marketing, billing and collections, accounting, information technology, and personnel.

2. Mentoring.

a. Mentoring Services Offered by LAJ

LAJ will provide you with a mentor or mentors with experience in the practice area(s) in which you will concentrate while a Participant in LAJ, as listed immediately below. The mentor(s) will guide your skill development, offer general strategy development assistance, suggest research sources, and assist you in finding templates and other document models to use in your practice. Mentors will also assist you to use the technological products identified in Paragraph 5 effectively. We will notify you of the identity of your mentor via email. The practice area(s) you have chosen are as follows:

b. No Attorney-Client Relationships Established with Mentors or with LAJ

You understand and agree that the mentor(s) provided to you by LAJ will not serve as co-counsel with you, and will not have any attorney-client relationship with you or with your clients. By entering into this Agreement you agree that you, and your clients while represented by you, will not enter into any attorney-client relationship with any LAJ mentor. You also understand and agree that it is your obligation to protect all confidential client information from disclosure to your mentor(s). You also understand that LAJ is not a law firm and that neither LAJ nor any of its directors or staff will have any attorney-client relationship with you or with your clients.

3. Office Space.

You understand and agree that LAJ will provide to you office space at 650 Beacon Street, Fourth Floor, Boston, MA 02215 (the “LAJ Office”), or any successor office space obtained by LAJ, for your occasional use for meetings, access to technology, and mentoring. You further agree that although you will have unlimited access to the LAJ Office, that space will not serve as your primary law firm location. You may use the LAJ Office as the address of your firm or practice. The LAJ Directors reserve the right to limit your access to the LAJ Office if necessary to accommodate the shared use of the space by the cohort of LAJ Participants.

4. Utilities.

LAJ agrees to provide heat, water, gas, electricity, and air conditioning for the LAJ Office at no extra charge to you.

5. Technology and Office Support.

LAJ agrees to provide the following technology and office support services as a Participant in the LAJ Program:

a. Copier/Fax/Scanner

A plain paper copier/fax/scanner machine will be available for your use at the LAJ Office. You should create your own fax cover sheet. Incoming faxes must be collected in a timely fashion. Failure to pick up a fax or copies sent to the printer may result in the suspension of your right to use the copier. LAJ is not responsible for the timely delivery of your faxes. Be aware that the fax/copy machine is in a public location within the LAJ Office; you should use it with appropriate care when processing confidential communications. There is no charge for use of the fax machine. However, you will need a long distance calling card to send faxes out of the 617 area code.

b. Internet Access

Participants will be entitled to use LAJ's DSL line for Internet access in the LAJ Office. You understand and agree that Internet access in the LAJ Office is for professional use only and not for any activity unrelated to your law practice.

c. Law Practice Management and Research Technology

LAJ agrees to assist you in obtaining free or low-cost licenses for the technological platforms necessary for effective law practice, including case management software, legal research tools, document assembly and generation applications, financial management products, word processing, data management and spreadsheet programs, and customer relations management programs.

6. Client Referral Opportunities.

LAJ agrees, through the Mentors, to assist you with marketing and client referral plans. You understand and agree, however, that LAJ assumes no responsibility for identifying clients on your behalf.

B. Participant Obligations.

1. Payment of Monthly Residency Fees.

You agree to pay to LAJ a monthly fee, beginning on the third month of the Residency program, the monthly Residency Fee as described on Attachment A, due on the first day of each month. A twenty-dollar (\$20.00) late fee will be assessed if Residency Fee is not paid by the tenth day of each month.

You agree to pay to LAJ the actual cost of any other expense incurred by your use of the

office space or technology for purposes not covered by this Agreement. Such other charges are due within thirty (30) days of your receipt of an invoice from LAJ.

All fees and charges must be made by check or money order payable to “Northeastern University School of Law.” Following receipt of a check with insufficient funds to cover payment, we will require all future payments to be made by cashier’s check or money order.

Failure to pay your monthly fees is a breach of this agreement. LAJ will serve upon you a notice of nonpayment after you are in arrears for 30 days. LAJ will terminate your participation if you are in arrears in your payments for 90 days.

2. License to Practice.

You understand and agree that you must be admitted to the bar in Massachusetts and any other state in which you are providing legal services. You agree to provide suitable proof of licensure to the directors of LAJ at the time of your signing of this Agreement and further agree to inform LAJ of any change in the status of your license(s).

3. The Structure of Your Law Practice.

You may choose to practice as a sole proprietor or in any other business association of your choosing. You will be supported in practice in employment law, small business practice, immigration law, criminal defense, family law, and landlord-tenant disputes. Practice in other areas will be outside the contours of the Program and will not be supported. Neither LAJ nor the program Mentors will have any obligation to provide mentoring, guidance, training or other support to you in practice outside of these areas.

4. Professional Liability Insurance.

You agree that as a condition of your participation in the LAJ Program, you must provide to the directors of LAJ at the time of your accepting any client within the LAJ program proof of professional liability insurance with a minimum coverage of \$100,000/\$300,000 (maximum each claim/maximum each year).

5. IOLTA Account.

You agree that as a condition of your participation in the LAJ Program, you must provide to the directors of LAJ proof of an open Interest on Lawyers Trust Account (IOLTA) in a Massachusetts bank before accepting any client engagements through LAJ.

6. Shared Office Confidentiality.

You understand and agree that the LAJ Office constitutes a shared law office and that all rules of confidentiality apply. You agree that you will not disclose or use impermissibly any confidential information discovered in the course of your participation in the LAJ Program.

7. Trainings.

You agree to attend all training sessions offered by LAJ, unless you are excused for good cause by the Mentor-Manager assigned to your practice area or by one of the Directors of LAJ.

8. Commitment to Affordable Legal Services.

You understand and agree that as a participant in the LAJ Program, your law practice must target the needs of low- and moderate-income clients. You further agree that a substantial proportion of your clientele will receive legal services from you at a rate that does not exceed 75% of the prevailing legal fee rate charged by lawyers in the Boston community for the kind of legal services you are providing. The directors of LAJ shall determine whether the proportion of your clientele meeting this standard is “substantial,” and shall identify for you the applicable prevailing rate for purposes of this paragraph.

9. Cooperation

To assist LAJ in achieving its mission of incubating law practices serving low- and moderate-income clients, you agree to cooperate in LAJ’s efforts to monitor your practice development. You agree you will:

- a) Respond in a timely fashion to requests from LAJ for non-confidential information about the nature of your client base and the fees you are charging, and similar surveys;
- b) Provide to LAJ a redacted copy of each fee agreement you enter into with any client while you participate in LAJ; and
- c) Disclose promptly to LAJ any disciplinary complaint filed against you, any malpractice or professional negligence claim brought against you, and any criminal charges filed against you.

C. Termination and Amendment of the Agreement.

1. Termination.

This Agreement shall terminate by its terms twelve (12) months after its effective date, unless the agreement expressly states a different termination date.

You may terminate your participation in the LAJ before the end of the one-year term of the Agreement by providing ninety (90) days written notice to the directors of LAJ, and by a payment to LAJ of a sum equal to 33% of the amounts due for the remainder of the contract term. You understand and agree that failure to give us ninety days notice will obligate you for such charges as would be due during that required notice period.

After warning of noncompliance with the terms of this Agreement, and your failure to achieve compliance in a reasonable time thereafter, the Directors of LAJ may immediately, without further notice, terminate your right to participate in the LAJ Program. If you disagree with the LAJ decision to terminate your participation in the Program, LAJ will discuss that decision with you. If that discussion does not resolve the disagreement, you hereby agree to participate in voluntary mediation with a mediator agreeable to you and to LAJ. If mediation does not resolve the dispute, you agree that, notwithstanding any claims you may bring in whatever forum you elect, your damages against LAJ, its agents, mentors, or directors, shall not exceed five hundred dollars (\$500.00), which you agree represents a fair liquidated damages amount.

2. Waiver and Amendment.

The LAJ Directors may waive in writing any one or more of the policies and procedures at the sole option and discretion of LAJ, but that waiver shall not be construed as a waiver of these policies and procedures in favor of any other individual, nor prevent us from thereafter enforcing any policy or procedure against any or all of the participants in LAJ.

D. Choice of Law /Severability.

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provision. The Parties hereby agree to be subject to the personal jurisdiction of the Courts of Massachusetts for any disputes arising from or in relation to this Agreement. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid or unenforceable provision shall be replaced by a provision which, being valid and enforceable, most closely approximates the invalid and unenforceable provision.

E. Entire Agreement.

This Agreement constitutes the complete understanding between the Parties and supersedes any and all prior agreements, promises, or inducements, no matter its or their form, concerning its subject matter. No promises or agreements made subsequent to the execution of this Agreement by these Parties shall be binding unless reduced to writing and signed by these parties.

F. No Modification/Execution in Counterparts.

This Agreement may not be modified, altered, or changed except by a writing signed by the Parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall be deemed one document. For the purposes of this Agreement, facsimile and/or electronically transmitted signatures shall be deemed as original.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the latest date below.

Name of Participant

NORTHEASTERN UNIVERSITY

Signature

By: _____
Signature

Date: _____

Date: _____