

**ANNEX A**  
**MODEL PRO BONO MANUAL**

**PRO BONO MANUAL**

**[LAW FIRM NAME]**

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## **1. The Firm's Commitment to Pro Bono Services**

At our firm, we believe that each attorney has the responsibility to offer pro bono legal services. This responsibility comes with the role that attorneys play in society, and from their commitment to a just and equitable legal system.

The firm has a commitment to pro bono work, striving in particular to offer free legal services to benefit impoverished or disenfranchised people and communities, and the organizations that help these individuals. Offering pro bono services to those in such need demonstrates professional integrity and professional ethical values highly regarded by us. The firm is also committed to offering free legal services to nonprofit organizations that cannot afford such legal services, and to enable representation on matters of great public importance (such as civil rights) that would be unlikely to be handled by any attorneys if fees were charged.

Specifically, our firm has committed or will commit to completing a minimum average of 60 pro bono hours per attorney per year, of which a majority should be within the description set forth in the first sentence of the preceding paragraph. The firm recommends that all attorneys complete this minimum number of hours.

Even though pro bono work is voluntary, our firm encourages all partners, counsel and associates to participate in the pro bono program. The firm also encourages partners to actively supervise associate and counsel pro bono work. Additionally, the firm expects that new and lateral attorneys will undertake work on at least one pro bono matter within the first year of starting work at the firm.

## **2. Purpose of the Pro Bono Program**

### **2.1 Definition of Pro Bono Legal Services**

The term "pro bono legal services" means offering legal services either for free, or without the expectation of payment, and which benefit:

- (a) impoverished or disenfranchised people or communities;
- (b) organizations that assist these people;
- (c) people, communities or organizations on matters of public interest where legal counsel would otherwise be unlikely to be secured;
- (d) nonprofit civic, cultural, and educational institutions that would not likely obtain legal counsel if required to pay legal fees.

### **2.2 Services not Considered Pro Bono**

Although many of the following services and activities are ones our firm both approves of and supports attorney involvement in, they are not considered pro bono legal services, for purposes of this Manual:

- (a) volunteer services or activities that benefit the community, but do not involve legal services;
- (b) legal services benefiting family members or friends, at least if they do not come within 2.1(a);
- (c) serving as a director of—or otherwise helping (without providing legal services) organizations (for profit or nonprofit), serving on bar association committees (except to the extent that one's committee activity includes research, analysis, reporting or testifying on subjects or populations encompassed within 2.1), or doing work (including legal work) for trade groups that do not come within 2.1;
- (d) serving an academic post at a faculty of law;
- (e) writing law review articles or books (except where part of an articulated effort to support a legal strategy of one or more organizations described in 2.1);
- (f) free legal services that do not come within 2.1 and are performed as obligatory to a law or regulation; and
- (g) legal services for which payment by the attorney's client is subject to a contingency, including obtaining a favorable judgment, or with the expectation of being paid, either in the present or in the future.

### **3. Structure of the Pro Bono Program**

#### **3.1 Pro Bono Coordinator**

The firm will have a pro bono coordinator ("Pro Bono Coordinator") in charge of supervising the pro bono program.

The Pro Bono Coordinator will have the following responsibilities:

- (a) Implement all program measures and ensuring that the program complies with "The Pro Bono Process" contained in Section 4;
- (b) identify attorney fields of expertise in the firm, and identifying attorneys' interests in performing particular types of pro bono work or particular pro bono matters;
- (c) maintain daily contact and communication with the institutions that the firm has engaged as pro bono partners (among them NGOs, bar associations, governmental organizations and other institutions);

- (d) distribute information about the types of opportunities available through the pro bono program, and about currently available pro bono matters and upcoming pro bono trainings to firm attorneys, especially to new or lateral attorneys);
- (e) ensure proper staffing, including proper supervision, on pro bono matters;
- (f) ensure that suitable conflicts checks and consideration of business conflicts are undertaken, and suitable engagement letters and co-counsel agreements are entered into;
- (g) monitor the status of active pro bono matters, and help guide attorneys in their pro bono work;
- (h) deal properly with changes of staffing on pro bono matters (permanent or temporary), and with efforts to change or expand the scope of representation;
- (i) obtain approval of large expenses relating to pro bono matters;
- (j) regularly inform the Pro Bono [Chairperson] [Committee] at the firm about the program and nature of the matters that the firm has undertaken.
- (k) publicize within the firm successes on pro bono matters, and work with the firm's marketing people on publicizing the pro bono program's highlights externally.

### **3.2 Pro Bono [Chairperson] [Committee]**

The program will have a pro bono [chairperson] [committee] ("Pro Bono [Chairperson] [Committee]") in charge of oversight of the pro bono program.

[The Pro Bono Committee will contain [\_\_\_] members, comprised of [\_\_\_] partners, [\_\_\_] associates, and the Pro Bono Coordinator.]

The Pro Bono [Chairperson] [Committee] will have the following duties:

- (a) oversee the firm's pro bono program and possibly assist in the functions of the Pro Bono Coordinator;
- (b) approve particularly large-scale new pro bono matters, and ensure "buy-in" thereto from relevant parts of the firm—so that these matters may continue to be handled as staffing availability changes or the matters being more active;
- (c) approve the creation of pro bono partnerships (with institutions such as NGOs, bar associations, governmental bodies and other institutions) or, if deemed appropriate, involvement with in-house counsel in work on pro bono legal matters;
- (d) determine policy regarding promoting and recognizing pro bono work within the firm;

- (e) determine policy regarding marketing and external promotion of the pro bono program;
- (f) if the pro bono program has a budget, approve it, and monitor the success or lack thereof in adhering to the budget; if there is no budget, ensuring that the Pro Bono Coordinator undertakes to see that expenditures on each particular pro bono matter are reasonable under the circumstances; and
- (g) annually evaluate the firm's pro bono program.

#### **4. The Pro Bono Process**

##### **4.1 Opening of New Matters**

The following process should be followed when opening a new pro bono matter (whether the matter comes—as most probably will—from pro bono opportunities that the Pro Bono Coordinator refers to attorneys through regular emails, whether an attorney directly proposes a pro bono opportunity, or otherwise).

- (a) Pro Bono Request: If one or more attorneys are interested in opening a new pro bono matter, one of the attorneys, the Pro Bono Coordinator, or someone working under the supervision of the Pro Bono Coordinator should complete a "*Request to Open a New Pro Bono Matter*" that conforms to the format in Annex 1 ("*Pro Bono Request*"). The Pro Bono Request should be signed by the responsible attorney (the "Responsible Attorney"), the supervising partner (the "Supervising Partner") and the Pro Bono Coordinator. Among other things, the Pro Bono Request should contain information about the potential pro bono client and describe the required services and other parties involved.
- (b) Review of Conflicts of Interest: Regarding Clients and Issues: Possible Additional Considerations
  - a. Once the rest of the Pro Bono Request has been completed but before it is signed, any conflicts of interest that may exist with current, past, or prospective firm clients should be checked—using the same procedure as with new commercial clients. The result of these reviews should be included in the Pro Bono Request, as should the result of any checking described in the next two paragraphs.
  - b. In addition, prospective conflicts with positions taken on behalf of other clients (commercial or pro bono) should be considered and discussed with relevant partners. It ordinarily is not desirable to create precedents in pro bono cases that are then used against other clients.

Where required by law, and at the firm's discretion otherwise, further background checking must or may be undertaken with regard to prospective pro bono

clients—including, with regard to nonprofits, their officers, directors, and key staff.

The firm usually will not consider other business considerations when deciding to take on particular pro bono matters, beyond the issues described in the three preceding paragraphs.

- (c) Approval of the Pro Bono [Chairperson] [Committee]: Upon completion of the review of the issues described in (b) above, the Pro Bono Application must be submitted to the Pro Bono [Chairperson] [Committee] for the approval of the pro bono matter.

The Pro Bono [Chair] [Committee] should review:

- i. if there are conflicts of interest with past, existing or potential clients, including pro bono clients;
  - ii. if there are or may be "issue" conflicts;
  - iii. if there are other facts about the prospective client that may be deemed to make the representation unwise;
  - iv. if the required services correspond to those defined here as pro bono legal services;
  - v. if the firm is prepared to staff and supervise the case properly, even if its scope or length turn out to be materially different than initially anticipated, and even if the initial key lawyer(s) on the matter leave the firm or are otherwise unable to continue working on it. This is a particularly important subject to consider where the matter is initially expected to be especially time-consuming and costly; but the same issues should be considered where there is a reasonable possibility at the outset that the case may become especially time-consuming and costly;
  - vi. if the matter will involve co-counsel, whether the relationship with and responsibilities of the co-counsel (and of the firm) are clearly set forth in writing and agreeable to the firm; and
  - vii. If a pro bono matter that has gotten to this stage of review is not accepted, the reason(s) for the decision should be recorded on the Pro Bono Request.
- (d) Pro Bono Commitment Letter; and Situations with Multiple Clients or Lawyers: After the opening of a new matter is approved, the firm and the client must sign a "Pro Bono Commitment Letter", according to the format that is attached as Annex 2 ("Pro Bono Commitment Letter"). The Pro Bono Commitment Letter should describe the nature, characteristics, and scope of services to be provided, and the treatment of costs.

If there is a possibility of the recovery (by judgment, settlement, or otherwise) of attorneys' fees, costs, or both, this subject should be discussed with the client and dealt with in the Pro Bono Commitment Letter. Wording should be developed that avoids creating ambiguity that may make it impossible to deal with contingencies, such as settlement offers that are conditioned on waiving attorneys' fees, costs, or both.



Often, it is wise to have an initial discussion or meeting with the prospective client, at the end of or soon after which the Pro Bono Commitment Letter is signed. Proceeding in this fashion can avoid having a Pro Bono Commitment Letter that provides for different services to be provided than the firm and client agree upon during or shortly after their initial discussion.

If there is more than one client, or if there are co-counsel, the additional relationships beyond the more usual situation with a single counsel and a single client will need to be handled in somewhat different ways, which over time should be set forth in standardized formats that can be adapted to particular circumstances. In particular, efforts should be made to avoid ambiguities as to how and by whom and through what process decisions will be made—and, where possible, on the basis of relatively specific guidelines. The failure to provide for appropriate decision making may lead to the inability to continue with co-parties, co-counsel, or both. The firm's manner of dealing with multiple clients, co-counsel, or both in commercial representations can be instructive in drafting provisions at the outset.

(e) File Creation: No later than, and often prior to, the signing of the Pro Bono Commitment Letter, a file must be opened for the new pro bono matter. For such purposes, the file creation should follow the same procedure as that used with new matters for commercial clients. Each file on a pro bono client should be kept in the same way as those maintained for commercial clients.

## **4.2 Supervision and Reporting**

Each pro bono case should have a Supervising Partner. The Supervising Partner should review the work product of, and otherwise assist, the Responsible Attorney as the firm deems appropriate, given the circumstances of the matter. If a firm partner is the Responsible Attorney in a pro bono matter, then it is not necessary to have a different partner serve as the Supervising Partner.

Each Responsible Attorney should inform the Supervising Partner and the Pro Bono Coordinator regularly of the status of the pro bono case—including any needs for help, problems in interacting with the client, new potential parties or issues, or other new developments.

Each Responsible Attorney should *immediately* inform the Supervising Partner and the Pro Bono Coordinator in the event of any actual or reasonably possible adverse developments, and of the immediate or near-term need for additional help.

Each Responsible Attorney should send a "Pro Bono Work Report", in the format as attached in Annex 3 to the Pro Bono Coordinator (with a copy to the Supervising Partner) every 4 months. To the extent possible, the Pro Bono Coordinator (or someone working for the Pro Bono Coordinator) should complete the portions of the Report that describe

what was previously known about the matter. If possible, a means for disseminating, completing, and returning the Report electronically should be developed.

#### **4.3 Changing the Responsible Attorney**

When a Responsible Attorney for a pro bono matter leaves the firm, permanently or temporarily, goes on a leave of absence, or otherwise finds that (s)he is unable to work on the matter or be its Responsible Attorney, (s)he should inform the Pro Bono Coordinator and the Supervising Partner of this situation, as well as inform them of the state of the matter and if there are any urgent tasks. The Pro Bono Coordinator will make best efforts to find a new Responsible Attorney at the firm as soon as possible. Where necessary, the firm will assign an attorney to become the new Responsible Attorney. The prior Responsible Attorney should take all the measures necessary for proper representation of the pro bono client in the interim.

The firm, through the Pro Bono [Coordinator] [Chair] [Committee] must adopt procedures to ensure that all appropriate people and entities are advised (formally, where required or desirable) of the change in Responsible Attorney. Similarly, the firm must ensure that any requirements for securing approval of the withdrawal of the pre-existing Responsible Attorney or the appearance of the new Responsible Attorney must be followed.

Moreover, the Pro Bono [Coordinator] [Chair] [Committee] must ensure that any communications, by whatever means, regarding the matter are directed appropriately—either to the new Responsible Attorney (if there already is one) or to the Pro Bono [Coordinator][Chair] [Committee]. Secretarial, legal assistant, mail handling, and other staff must be clearly advised of this policy, and that none of them should simply let communications of whatever nature not be communicated regarding the new Responsible Attorney or the Pro Bono [Coordinator] [Chair] [Committee].

#### **4.4 Consideration of Potential New Parties or Issues**

New potential parties or issues may raise the types of concerns discussed above in Section 4.1 (b), and may require consideration by those involved in dealing with such concerns prior to the initiation of a representation. In some instances, they may result in the firm's deciding that it should, or should seek permission to, withdraw from the representation.

#### **4.5 Pro Bono Client's Seeking Additional Legal Services**

If the client seeks legal services beyond the scope of the agreed-upon representation, the same approval process set forth in Section 4.1 (a), (b), and (c) must be undertaken, and if approval is granted, there must be a supplement to or amendment of the Pro Bono Commitment Letter, or a new Pro Bono Commitment Letter. It is possible that there will be a different Responsible Attorney for the additional legal work than for the originally agreed-upon work.

#### **4.6 Standard of Services**

The pro bono legal services provided by our firm's lawyers must meet the same standards as those provided to our business clients. The attorneys who work on a pro bono matter must have the same dedication and professionalism that they have when working on matters involving commercial clients, and the Supervising Partners should ensure that these standards are met.

Because pro bono matters often involve subjects not part of the firm's business practice, achieving the standards of representation described in the preceding paragraph will often be facilitated by training and mentoring from public interest law organizations, and over time should, in particular areas of law, be facilitated by the development of in-house expertise.

#### **4.7 Registration of Time and Details of Work Performed**

The attorneys (as well as law students, legal assistants and other staff who record their time on commercial client matters) who work on pro bono matters should register their working time regularly. For these purposes, attorneys must register their time with the same promptness and in the same level of detail as time is recorded for commercial clients.

Regarding expectations of hours, compensation, and attorney promotion, the firm will consider hours worked for pro bono clients just as if they were hours billed to commercial clients.

#### **4.8 Expenses**

Pro bono clients should not pay for routine office expenses, such as photocopies, telephone usage or postage.

Unless otherwise agreed to in the Pro Bono Commitment Letter, expenses that are not routine will be borne by the client, such as costs or charges in connection with obtaining copies of authorized or authentic documents; license applications; submission of documents; requests or complaints before courts or government entities; notary or clerk costs; translations; technical reports; long distance or international calls; shipping of documents; and travel costs.

Where non-routine costs will be borne by the firm, the Responsible Attorney must obtain authorization from the firm (via the Pro Bono Coordinator] [Chair] [Committee] prior to incurring any such expenditure.

All attorneys who work on pro bono cases will make their best efforts to ensure that the costs associated with them are reasonable.

#### **4.9 Completion of a Pro Bono Matter**

When a pro bono matter ends, the Responsible Attorney must inform the Pro Bono Coordinator and the Supervising Partner of the situation and the result, if any. The Responsible Attorney should, likewise, send the pro bono client a "*Pro Bono Services Termination Letter*", in the format as attached in Annex 4, informing the completion of the pro bono matter and thus, of the agreed services.

The files of the completed pro bono matters will be preserved or otherwise disposed of in the same manner the files of commercial clients, pursuant to provisions set forth in the Pro Bono Commitment Letter.

#### **4.10 Evaluations**

Pro bono work will be included in the general evaluations the firm periodically performs of its attorneys. The handling of pro bono work in an evaluation period is looked upon favorably.

Beyond that, pro bono work will be evaluated in accordance with the firm's evaluation policy, utilizing the format of the "*Attorney Pro Bono Work Evaluation*" which is attached as Annex 5.

**ANNEX 1**

**FORMAT OF REQUEST TO OPEN A NEW PRO BONO MATTER**

Request to Open a New Pro Bono Matter

For	:	
From	:	
Date	:	
Ref.	:	

**NAME OF RESPONSIBLE ATTORNEY:**

**NAME OF SUPERVISOR:**

**NAMES OF OTHER MATTER STAFF:**

**NAME OF REFERRING ORGANIZATION (IF APPLICABLE):**

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**WHAT MENTORING, IF ANY, WILL THE REFERRING ORGANIZATION (IF THERE IS ONE) PROVIDE?**

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**NAME OF PRO BONO CLIENT:**

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**NAME OF THE CONTACT PERSON (AT ORGANIZATION, IF IT IS AN ORGANIZATION):**

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**PRO BONO CLIENT CONTACT INFORMATION:**

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**IF PRO BONO CLIENT IS AN ORGANIZATION, NAMES AND WORK AFFILIATIONS OF OFFICERS, OTHER BOARD MEMBERS, AND KEY STAFF:**

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**NAMES OF THE OPPOSING PARTIES (IF APPLICABLE):**

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**DESCRIPTION OF THE PRO BONO MATTER AND SERVICES REQUIRED  
(INCLUDING ARRANGEMENTS IF ANY AMONG CO-CLIENTS AND/OR CO-  
COUNSEL – WHICH SHOULD BE IDENTIFIED HERE):**

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**ESTIMATE OF TIME REQUIRED:**

**ESTIMATE OF COST:**

**REVISION OF CONFLICT OF INTEREST:**

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**RESULTS OF ANY FURTHER CHECKING MADE (SUCH AS ISSUE CONFLICTS OR  
REVIEWS, INCLUDING INFORMATION FOUND ONLINE ABOUT THE CLIENT OR  
(WHERE RELEVANT) THE OFFICERS, DIRECTORS AND KEY STAFF):**

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Responsible Attorney

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Supervising Partner

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Pro Bono Coordinator

**APPROVED BY PRO BONO [CHAIR] [COMMITTEE] ON**

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**REJECTED BY PRO BONO [CHAIR] [COMMITTEE] ON**

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**WHERE NO FINAL DECISION REACHED BY PRO BONO [CHAIR] [COMMITTEE]  
or PRO BONO COORDINATOR, ADDITIONAL INFORMATION SOUGHT:**

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**COMMENTS BY PRO BONO [CHAIR] [COMMITTEE]:**

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## ANNEX 2

### FORMAT OF PRO BONO COMMITMENT LETTER

#### Pro Bono Commitment Letter

[Date]

[Where client is or is to be an organization]: Name of Client Contact  
[Name of Client, except where client is at the time an organization not yet in existence]  
[Client's or (if organization not yet legally existing, Client Contact's) Address]

Ref: Pro Bono Representation

Dear [name of client or client contact]:

This letter is to confirm that we have agreed to provide the pro bono services identified herein. It also establishes the relations between the parties and the scope and terms of such services.

We have agreed to represent you [or where applicable you, on behalf of the organization being created, and then after its creation, the organization] in connection with [*description of pro bono matter*]. Our services will consist of [*description of pro bono services*]. Services will be limited to the above and will be normal and reasonable for this type of matter.

If additional services are desired beyond those detailed in this letter, we will gladly discuss the possibility of continuing, modifying, or beginning new representation based on the circumstances. If you and we come to an agreement thereon, either this letter will be amended or a new commitment letter will be signed by both of us.

The aforementioned legal services will be offered on a pro bono basis, meaning they are free and no fees will be charged for providing them. Neither will you be charged for routine office expenses, such as routine photocopies, telephone usage, or postage.

**[OPTION ONE:** Our firm will also pay, without reimbursement, all other reasonable costs and expenses in connection with the rendering of our services. These include costs and expenses arising from obtaining authorized or authenticated copies of documents; license applications; submissions of documents; requests or complaints before courts or government agencies; notary or clerk costs; translations; technical reports; long distance or international calls; shipping of documents; and travel costs.]

**[OPTION TWO:** Consistent with the above, you will be responsible and must pay (aside from the routine office expenses referred to above) the costs and other expenses that are incurred in connection with the rendering of our services. Such costs and expenses include, but are not limited to, those arising from obtaining authorized or authenticated copies of documents; requests for certificates; presentation of documents; requests or complaints before the courts or governmental agencies; notary or clerk costs; translations; technical reports; long distance or



international calls; shipping of documents; travel costs; fees to consultants or expert witnesses; and costs of transcribing testimony. Our firm will record such costs and expenses, and will ask for reimbursements.]

**[OPTION THREE:** Consistent with the above, you will be responsible and must pay (aside from the routine office expenses referred to above) the costs and other expenses that are incurred in connection with the rendering of our services. Such costs and expenses include, but are not limited to those arising from obtaining authorized or authenticated copies of documents; requests for certificates; presentation of documents, requests or complaints before the courts or governmental agencies; notary or clerk costs; translations; technical reports; long distance or international calls; shipping of documents; travel costs; fees to consultants or expert witnesses, and costs of transcribing testimony. Before incurring any costs and expenses mentioned above, you will be informed in time to advance us the amount required, if known or once it is known.]

We reserve the right, consistent with law and ethical requirements, to terminate the provision of our services at any time, where this can be done in a way that adequately protects your rights—including by our taking all emergency measures that may be necessary for adequate protection of your rights. If such termination occurs, we will send a letter of termination of services. One circumstance that may cause us to terminate the provision of our services could be the addition of parties or of legal issues beyond those now known to be involved in this matter.

You agree to (i) cooperate in everything that is necessary for the adequate provision of our services; (ii) timely report any changes in your telephone number, email or address (and, where applicable, the name of and/or telephone number, email or address of your contact person); (iii) pay or reimburse, as appropriate, costs and expenses incurred as described in this letter; (iv) timely report any new developments regarding the matter or changes in circumstances that may be relevant—recognizing that any addition to the parties involved or the legal issues involved are always relevant; (v) contact us regularly to learn and/or discuss the status of your matter; and (vi) inform us in writing if you would like to terminate our services, or you would like us to modify or add to the services we are hereby agreeing to provide.

[Add language, based on the firm's paying client letter, waiving conflicts regarding other representations by the firm, including advance waivers of future representations that would be adverse to the client, provided that those do not directly relate to the legal services being provided hereunder.]

[Add language, based on the firm's paying client Commitment Letter, regarding what will be done with matter materials, whether they be in traditional or electronic form, once the engagement ends.]

If you agree with the contents of this letter and in particular with the scope, characteristics and conditions of the services detailed in it, please return a signed copy of it as soon as possible.

Sincerely,

[Name of the law firm]

I accept the terms and conditions of this letter on \_\_\_\_\_.

[Where applicable, add name of organizational client]

[Where an organizational client, add: BY:]

Name: \_\_\_\_\_

[Where an organizational client, add position with the organization]

Signature: \_\_\_\_\_

**ANNEX 3**

**FORMAT OF PRO BONO WORK REPORT**

*(To be adapted if sent and able to be responded to electronically)*

Pro Bono Work Report

[Date]

Pro Bono Client/Matter Code:

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Pro Bono Client/Matter Name:

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Name of Responsible Attorney:

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Name of Partner Supervisor:

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We would appreciate it if you would send as soon as possible a copy of this report to the Pro Bono Coordinator [Chair] [Committee] and a copy to the Partner Supervisor.

1. Most recent status of the matter known to the Pro Bono Coordinator [Chair] [Committee] (inserted before disseminating the form, indicating the date and source of the information):

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2. Indicate the current status of the matter:

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3. Indicate if you have had or now have a problem or an inconvenience in relation to the matter (and if so, please provide details):

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4. Indicate the work done and the progress (or lack thereof) that has taken place since the last update or (if this is the first update) acceptance date of the pro bono matter:

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5. Indicate what next steps or efforts you expect to take or to otherwise occur:

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6. Indicate when the last date of contact with the pro bono client was:

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7. Indicate whether there have been, or you reasonably expect that there may be, one or more additional parties or legal issues, including details thereon and whether conflicts checks and/or other actions have been taken in light thereof to secure approval to proceed:

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8. Indicate any additional or relevant comments, including in particular whether the client has asked, or you anticipate that it may ask, for additional legal assistance:

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Responsible Attorney

ANNEX 4

**FORMAT OF PRO BONO SERVICES TERMINATION LETTER**

Pro Bono Services Termination Letter

[Date]

[Name of Client]

[Where applicable, Name of Client Contact, and such person's position with the client]

[Client's, or where necessary, Client Contact's, Address]

Ref.: Pro Bono Representation [matter name].

Dear [client or client contact name]:

**[OPTION ONE:** This letter is to inform you [brief description of the case and its conclusion] and, consequently, of the termination of our legal services in connection with above-referenced case.

**[OPTION TWO:** Through this letter, in accordance with the Pro Bono Commitment Letter [date, and copy enclosed], we inform you that at this time we have decided to terminate our legal services in connection with the above-referenced case. [Where appropriate, give reason(s).]

We are pleased to have been able to represent you. If you should need legal representation in the future in any other matter, please feel free to contact [the referring group, if there was one], [or us, if there was not one—the bracketed language re "us" should not be included if the termination is due to the client's unresponsiveness or other irresponsible or unethical conduct] to discuss the option of our representing you.

[Add language, based on the Commitment Letter, regarding the handling of matter materials, whether they be in traditional or electronic form, once the engagement ends]

If you have any questions or queries regarding this letter, please do not hesitate to contact us.

Wishing you the best in the future.

Very truly yours,

[Name of the law firm]

ANNEX 5

**FORMAT OF ATTORNEY PRO BONO WORK EVALUATION**

Attorney Pro Bono Work Evaluation

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

Evaluated  
Attorney: \_\_\_\_\_

Evaluating  
Attorney: \_\_\_\_\_

Matter: \_\_\_\_\_ Code: \_\_\_\_\_

—

[The below is merely suggestive: The same format should be used, with as minimal changes as appropriate, as would be used if this were a billable matter.]

1. Designate a value from 1 to 10 representing your opinion of the attorney evaluated for each of the following areas of evaluation:

- Drafting of Documents \_\_\_\_\_
- Presentation of Documents \_\_\_\_\_
- Attention to Details \_\_\_\_\_
- Research Capacity \_\_\_\_\_
- Capacity to Follow Instructions \_\_\_\_\_
- Initiative \_\_\_\_\_
- Critical Thinking \_\_\_\_\_
- Ability to Accept Criticism \_\_\_\_\_
- Relationship with Co-Workers \_\_\_\_\_
- Ability to Prioritize and Manage Multiple Tasks \_\_\_\_\_
- Timely Delivery of Documents \_\_\_\_\_
- Professionalism \_\_\_\_\_
- Dealing with Pro Bono Client \_\_\_\_\_
- Regular Contact with Pro Bono Client \_\_\_\_\_

2. Description of strengths of the attorney evaluated:

\_\_\_\_\_  
\_\_\_\_\_

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3. Description of weaknesses of the attorney evaluated:

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4. Additional Comments:

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5. Have you shared the essence of your views on the attorney's work with the attorney?

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If not, it is strongly suggested that you do so.