



ENGAGEMENT TO PROVIDE REPRESENTATION IN REFUGEE STATUS DETERMINATION

Date: _____

Dear _____,

Following our meeting with you on ____/____/____, ORAM agrees to provide you with free-of-charge representation in connection with your Refugee Status Determination (RSD) application to the United Nations High Commissioner for Refugees (UNHCR) in Turkey.

Please read this Agreement carefully and be sure you understand it fully, as it lays out the terms and extent of ORAM's assistance to you in your refugee case. After reading the Agreement fully, please sign the last page and provide your e-mail address where indicated. If you have any questions, please be sure to obtain clarification before signing.

General Terms

1. ORAM's services under this Agreement are limited to legal assistance during the RSD process at UNHCR.
2. ORAM will provide you with legal assistance free of charge. ORAM will not provide you with any material, financial or other assistance.
3. You will be responsible for obtaining required case documents and translations, and for the costs associated with obtaining these.
4. This Agreement is limited to specific services enumerated in paragraph 15 below. Services or tasks that are not described in this Agreement will not be provided to you.
5. Legal assistance is provided to you by ORAM based on mutual respect, cooperation and good faith. All information you share with ORAM, including its interpreters, interns, affiliated lawyers and other personnel will be kept in strict confidence. ORAM will share information only with UNHCR or other agencies with your permission, as indicated in ORAM's Confidentiality Waiver. ORAM will vigorously represent you in your request for refugee status and will share all available information about your case with you. ORAM will not discriminate against you on the basis of your identity, beliefs, race, religion, nationality, age, sex, sexual orientation, gender, gender identity, disability or marital status.
6. In turn, you will share all information about your claim for refugee status with ORAM and will answer questions honestly and to the fullest extent possible. You will provide updates to ORAM regarding your contact information and will send ORAM copies of all relevant documents that are currently available to you or that become available to you. You will keep your scheduled appointments with ORAM, and will provide detailed, advanced notice if you cannot keep an appointment. You will inform ORAM of any developments in your case within two business days of



learning about them. Developments include, but are not limited to, receiving information provided from UNHCR, such as interview dates or case status changes listed on the UNHCR “results” website at <http://results.unhcr.org.tr/>. You have not already retained another legal representative to provide the services described in this Agreement and if you do at any time retain another legal representative for these services, you will inform ORAM immediately, and ORAM will not continue to provide you services in that event.

7. Many of the services provided under this Agreement will be provided to you remotely, via telephone, e-mail, Skype or other electronic means of communication. In order to be eligible for the services provided under this Agreement, you must possess and at all times maintain an open and confidential e-mailbox, mobile telephone and Skype account. You must likewise have/arrange for a location where you are able to speak and be interviewed confidentially.

Recordkeeping and Communication

ORAM will keep all of its communications with you (both verbal and written) in strict confidence. However, you authorize ORAM to disclose specific information pertaining to your case upon signing ORAM’s Confidentiality Waiver. The Confidentiality Waiver is required in order for ORAM to represent you. If for any reason you are unable sign the Waiver, ORAM will be unable to assist you.

8. If your contact information, including telephone number, Skype username, home address, e-mail address or any other contact information you provided to ORAM changes, you must inform ORAM of your new contact information within two business days.
9. Both ORAM and you will notify one another within two business days of any developments in your case. You will notify ORAM upon receipt of any communication from UNHCR. If a given item of communication is in writing, you will scan and send it to ORAM.
10. ORAM will send you documents, correspondence and other information throughout the preparation and pendency of your claim. Please retain these for your reference and records. Please have these items with you at all consultations and meetings with ORAM (whether in person or via electronic communication). ORAM will retain the same items and information in a confidential file. Note that case documents and filings with UNHCR are in English.
11. When ORAM completes or otherwise ceases the work on your case, your file will be “closed.” ORAM will, upon your request, send to you any documents in your file. From that time, ORAM will retain your closed file for as long as it is reasonably foreseeable that you may need to access it, after which time the file will be destroyed and/or deleted. Client files at ORAM may be stored physically (printed), electronically or both.



Termination of Working Relationship

12. You may terminate your working relationship with ORAM at any time and for any reason. Should you decide to do this, you must notify ORAM immediately so that that we may instruct UNHCR to direct all communication to you or to your new representative.
13. ORAM will stop representing you once you have been granted refugee status by the UNHCR and are referred for resettlement.
14. ORAM has the right to stop representing you if you:
 - a. Are not truthful with us regarding your claim for refugee status or the circumstances surrounding your case;
 - b. Conceal facts, information or evidence that is material to your case;
 - c. Do not cooperate with the legal representative assigned to your case or with his/her requests for information, documentation or other available evidence;
 - d. Intentionally undermine your claim;
 - e. Take actions contrary to or materially inconsistent with ORAM's advice or counsel in your claim;
 - f. Fail to appear for more than two scheduled appointments (whether in-person or remote/telephonic);
 - g. Do not respond to ORAM within two weeks after we attempt to contact you;
 - h. Retain other legal representation (paid or unpaid) to conduct any of the work described in this Agreement;
 - i. Persecute others;
 - j. Act in any other way which makes it impossible or impractical for ORAM to represent or assist you; or
 - k. For any reason leave Turkey before UNHCR has reached a decision on your case.

In any of these circumstances, ORAM will inform you in advance of the termination of your representation and the reasons for it. You will at any point be able to proceed on your own or engage another representative. However, ORAM will have no further obligations toward you.

15. You agree that if for any reason you decide not to be represented by ORAM any longer, you will notify ORAM in advance in writing. ORAM will then no longer be responsible for your case and will be released from any obligations to assist you. From then on, you or your new representative will be solely responsible for any further communication and proceedings with UNHCR and for the outcome of those proceedings.
16. All written communication will be sent to the e-mail address you provide below. You agree to check that e-mail account at least two times each week. During active processing periods, you agree to check and respond to your e-mail at least three times each week. Your representative will let you know which periods these are.



Services Provided Under and Excluded from this Agreement

17. ORAM has agreed to render the following services to you:

- a. Provide you with general counseling regarding the UNHCR RSD procedure;
- b. Draft a statement in support of your refugee claim before UNHCR;
- c. Research and document conditions in your country of origin relevant to your refugee claim with UNHCR;
- d. Draft a legal submission in support of your refugee claim before UNHCR;
- e. Submit the statement (or “testimony”), legal submission and any other relevant documents to UNHCR in support of your refugee claim;
- f. Prepare you for your RSD interview with UNHCR;
- g. Follow up with UNHCR if you have not been scheduled for an interview within six months of submission of your case to UNHCR;
- h. Follow up with UNHCR if you have not received a decision on your case within six months of your interview; and
- i. Request reasons from UNHCR if your case is rejected or closed and explain those reasons to you.

Only those services listed above will be provided to you by ORAM under this Agreement. Please note that this Agreement specifically excludes all of the following services:

- a. Representation before or assistance with domestic Turkish authorities;
- b. Facilitation of protection from local Turkish police;
- c. In-person representation at UNHCR interviews;
- d. Provision of financial, social, medical or mental health services; and
- e. Provision of resettlement assistance.

Review and Signature of this Agreement

Please review this Agreement carefully. By signing this Agreement, you agree that you understand it in its entirety. If any of the information in this Agreement is unclear to you or inconsistent with your understanding of what we have discussed, please let us know and an ORAM legal representative will discuss any such items with you. When you are satisfied that you understand the Agreement’s contents fully, please sign, scan and return it to ORAM via e-mail.

We are pleased to assist you in your refugee proceedings.
Sincerely yours,

By:
ORAM Legal Representative

Date



I understand fully all the terms and conditions set out in this Agreement. Furthermore, ORAM has explained to me its planned course of action in my case and has explained to me all risks of and reasonable available alternatives to that course of action. I have willingly and knowingly decided to proceed as indicated in this Agreement.

By:
Client Name

Date

Client e-mail address @ _____

Client phone number

[THE FOLLOWING NOT REQUIRED IF THIS AGREEMENT IS SENT IN CLIENT'S NATIVE LANGUAGE]

Interpreter's Certification

I certify that I, _____ have translated this Legal Engagement Agreement into the language of _____ for the client named above.

Interpreter

Date