



## **American Muslim Legal Ecosystem Model (AMLE)**

### **Memorandum of Understanding and Collaboration Agreement between CAIR-Chicago, MLFA, and CCI**

*Created and Updated in June 2022*

This Memorandum of Understanding ("Memorandum" or "MOU") and Collaboration Agreement ("Agreement") establishes an operational partnership between with the Chicago Office and Illinois Chapter of the Council on American-Islamic Relations ("CAIR-Chicago"), represented by Gerald Hankerson, Outreach Coordinator, and the Muslim Legal Fund of America ("MLFA") represented by Arshia Ali-Khan, CEO, with support from the action-based research project Community Collaborative Initiative ("CCI"), funded by the Muslim Philanthropy Initiative at the Indiana University-Purdue University of Indiana (IUPUI) Lilly Family School of Philanthropy to establish and administer a project called the American Muslim Legal Ecosystem ("AMLE" or "AMLE Project" or "Project") with all its related efforts and Activities ("Activities").

### **I. Introduction**

The following Memorandum and Agreement between CAIR-Chicago, MLFA, and a staff representative for each organization that will serve as a Co-Director for the AMLE Project.

CAIR-Chicago and MLFA may each respectively be referred to herein as a "Party," and, collectively, as "Parties". The purpose of this document is to outline how the Parties intend to work together to establish, direct, and operate with a learning and development opportunity intended to grow and advance the civic collaborative mission of the AMLE Project.

### **Founding Organizations & Collaborative Partners**

CAIR-Chicago and MLFA are both major civil rights 501(c)(3) nonprofit organizations focused on advocacy and legal representation serving the Muslim American community. As nonprofit organizations with direct services to the communities in the City of Chicago, greater Chicago metropolitan region (i.e., Chicagoland, which includes northwest Indiana and southeast Wisconsin, namely the Kenosha metropolitan region), and the State of Illinois, CAIR-Chicago and MLFA are committed to supporting the Muslim community's knowledge, understanding, and access to legal services in those jurisdictions. MLFA is a national organization with clients throughout the United States while CAIR-Chicago's clients are primarily from greater Chicagoland. Both are trusted legal resources for the Muslim community with dedicated attorney staff. MLFA has ten attorneys nationwide and two paralegals on staff. CAIR-Chicago has three attorneys and seasonal law clerks.

The AMLE Project, based in the City of Chicago, was created by the Parties as organization members of the Legal Sector in the CCI's inaugural cohort in 2020-2022. This Project will be a collaborative effort to identify and strengthen local legal practitioners and partners within the existing network and ecosystem. The goal for AMLE is to encourage collaboration for the ecosystem to be more visible and offer clarity with each legal practitioner and stakeholder to better serve and engage the Muslim American community within greater Chicagoland and Illinois. AMLE will invite practitioners to voluntarily join the Activities that will educate the Muslim American community on its services and increase service and access, thereby strengthening and empowering community members to exercise their own advocacy, constitutional rights, civil rights, and civil liberties. The development and sustainability of AMLE as a Muslim serving network of legal practitioners and services in greater Chicagoland and Illinois will play a large role in that commitment.

## **II. Purpose**

The purpose of this MOU and Agreement is to establish the roles and expectations for CAIR-Chicago and MLFA to develop, operate, and sustain the AMLE as a valuable resource for the local Muslim community.

- Create a clear, sustainable ecosystem of local Muslim legal organizations serving communities throughout greater Chicagoland and Illinois
- Obtain access to legal resources can be an overwhelming process for individuals who do not understand the law or how the legal system works. Having one centralized location or repository where an individual can
- Obtain information and understand what resources are available by identifying organizations able to assist community members, remove barriers, and enable the quick access of information and resources to serve the legal needs of that individual
- Creating a balanced and equitable public realm

This project will be comprised of the following major components:

### **Foundation**

The parties will foster foundations to create an American Muslim Legal Ecosystem model in the United States of America. AMLE will be designed as a project to help elevate mutual organizational understanding and collaborative efforts between Muslim community members and legal practitioners and service organizations.

We will identify individuals, firms, and other organizations that practice various areas of law with direct service to the Muslim community. We will further identify and continuously seek partner organizations and community members as stakeholders both within and beyond the legal sector. We will also survey members of the Muslim American legal community to gauge and develop mutual understanding and an operating definition of the Muslim Legal Ecosystem.

Each participating practitioner and organization's mission, vision, framework, and work with the law and advocacy will further define, broaden, and enrich the Muslim American legal ecosystem. AMLE's practitioners and partners can belong to any faith/religion or do not have any faith/religion affiliation. Our goal is to define, identify, and explore that ecosystem, and build a strong network of strategic collaborators.

### **Development**

CAIR-Chicago and MLFA have partnered to compile, assess, and analyze data from survey responses to determine next steps annually in 2021, leading to a joint report highlighting current gaps and prospects for further collaboration based on the current intakes and active cases for the two organizations. AMLE will adopt and improve this practice with its partner organizations and legal practitioners with additional Activities to achieve its goals.

### **Implementation & Operations**

In 2023, the AMLE Project team will host events with practitioners serving within the American Muslim legal landscape to understand and assess the capacity for organizational collaboration and connection with the community. The cohort will also create an American Muslim Legal Sector map and produce a report highlighting current gaps and cooperative efforts in serving the Muslim American community, thereby creating a National Resource and Referral System.

## **III. AMLE Organizational Framework & Sustainability**

The parties commit to undertake the following:

### **Key Leadership & Team Roles**

A staff representative from both CAIR-Chicago and MLFA will serve as joint Co-Directors for the AMLE Project. In addition, the role of Project Coordinator will be created as the final leadership position.

The AMLE Project will have the following roles and positions:

- Co-Director & Fiscal Sponsor, MLFA
- Co-Director, CAIR-Chicago
- Project Coordinator, AMLE
- Data & Research Administrator, AMLE
- Website Developer, AMLE
- Social Media Marketer, AMLE

Key decisions will be made in consultation with both Parties' respective Boards of Directors with final agreement shared by both Co-Directors. The Co-Directors will be the designated leadership authorized to speak, act, and execute agreements on behalf of the AMLE Project, the team, and the Parties.

### **Lead Sponsor**

For the 2023 calendar year, MLFA will serve as the lead sponsor to directly receive the prize funding on behalf of the Legal Sector cohort. As such, there will not be a fiscal sponsor for the group. MLFA will disperse the funding equally to both Parties.

### **Budgetary Lines**

For the 2023 calendar year, the project budget line items will be as follows:

- Project Coordinator
- Data & Research Administrator
- Website/Portal Development
- Marketing & Design
- Administration
- Learning Activities & Events
- Monitoring & Evaluation
- Software & Platforms
- Advertising (online)

## **IV. Sponsoring Organizations' Commitments**

The Parties commit to undertake the following:

### **Relationship of the Parties & Its Affiliates**

Neither CAIR-Chicago nor MLFA, as well as any partners, is, nor shall be considered to be, an agent, partner, joint venturer, or employee of the other. Neither party shall have the authority to enter into any contract or agreement to bind the other party and shall not represent to anyone that it has such authority.

### **Communication**

All official communications from the Parties will be disseminated through both organizations' listservs, email, social media, and phone. Both Parties are expected to check communications daily and are responsible for information sent.

As established through the CCI experience, Islamic principles of engagement and supporting freedom of expression is vital to the shared goal of the pursuit of knowledge and collaboration, as is the right of all members of the community to explore new ideas and learn from one another. To preserve an environment of spirited and open debate, we should all have the opportunity to contribute to intellectual exchanges and participate fully to support and promote the Project.

With the prospect of welcoming partners and stakeholders to participate and support AMLE, the ideas of different members of the community may conflict, and we do not attempt to shield people from ideas that they may find unwelcome, disagreeable, or even offensive. Nor, as a general rule, does the AMLE leadership wish to intervene to enforce social standards of civility as a trust in one's professionalism and decorum. There are, however, some circumstances in which certain negative behavior violates our community's standards that formal intervention may be appropriate. The AMLE leadership may restrict expression that violates the law, that falsely defames a specific individual, that constitutes a genuine threat or harassment, that unjustifiably invades substantial privacy or confidentiality interests, or that is otherwise directly incompatible with the functioning of the University. In addition, the Parties may reasonably regulate the time, place, and manner of expression to ensure that it does not disrupt the ordinary activities of the Project.

For additional information regarding Parties' commitment to free, robust, and uninhibited debate and deliberation among all members of the AMLE community, the Parties will consider adopting similar principles such as the Report of the Committee on Freedom of Expression from The University of Chicago: <http://freeexpression.uchicago.edu/page/report-committee-freedom-expression>.

### **Announcements, Marketing, & Public Relations**

The Parties will not publicly share any Activities of the AMLE Project, including launch, until both have agreed to a specific timeline and scheduling, language, and methods or sources of communications for marketing. The AMLE Project should be referred to as a joint project by the organizations of both Parties. Language, including quotes and data, should bear fair and equitable reference for each Party.

### **Ownership of Work Product**

Any deliverables created for AMLE as part of the Project shall be the sole and exclusive property of both CAIR-Chicago and MLFA equally. Partners who are legal practitioners and their representatives (e.g., law firms, agencies, clinics, individual attorneys, paralegals, etc.) who contribute to the AMLE's activities shall have a non-exclusive, irrevocable, perpetual license to reference the Activities and its components for public relations and employment purposes (e.g., account shared in an annual report, newsletters, etc.).

### **Legal & Policy Compliance**

Both Parties represent and warrant they will comply with all applicable federal, state, and local laws, rules, regulations, codes, ordinances, and orders when performing Activities under this Agreement, including but not limited to: the Fair Labor Standards Act; the Illinois Wage Payment and Collection Act and Minimum Wage Law; federal, state, and local anti-discrimination statutes and regulations; and all laws related to student privacy and confidentiality, including FERPA. The Parties will make reasonable accommodations to assure accessibility for individuals with physical and mental special needs.

### **Termination**

Either party may terminate this Agreement for any reason by giving sixty (60) days written notice to the other party. Under no circumstances will termination of this Agreement by either Party affect its obligations with respect to participants who have already begun Activities.

### **Indemnification**

To the fullest extent permitted by law, the Parties shall, during and after the term of this Agreement, indemnify, defend, and hold harmless each Party and its directors, employees, affiliates, and agents, past or present, in their individual and official capacities, against all losses, claims, demands, actions, causes of action, suits, liabilities, damages, expenses, fees and costs (including but not limited to reasonable fees and costs for attorneys, witnesses, professionals, alternative dispute resolution and courts) arising out of or relating to any actual or alleged: (i) personal injury or property damage arising out of or related to the performance of this MOU and Agreement; (ii) misrepresentation, breach of warranty, or breach of covenant or other promise by either Party of any representation, warranty, covenant or other promise in this Agreement; and (iii) infringement by either Party of any third party's patent, trademark or copyright, or misappropriation of any third party's trade secret. Both Parties shall choose and employ counsel reasonably acceptable to both and shall have the right to participate in the defense of any action or legal representation to which this indemnification provision applies. Neither Party shall not compromise or settle any claim covered by this indemnification provision without the other Party's consent. This Section shall survive expiration and termination of this MOU and Agreement.

### **Insurance**

Each party shall maintain during the term of this Memorandum and Agreement their respective commercial general liability insurance that is current with a limit of not less than \$1,000,000 per occurrence or claim and \$3,000,000 in the aggregate. Such insurance shall be issued by insurance companies licensed to do business in the State of Illinois and with a minimum A.M. Best rating of A-, VIII. Each party will provide proof of coverage to the other upon request.

### **Notice**

Unless otherwise expressly provided herein, any notice or other communication required or given under this Agreement shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service, by registered or certified mail, return receipt requested, or by confirmed facsimile transmission to the following addresses:

#### **To MLFA:**

Muslim Legal Fund of America  
833 E. Arapaho Rd., Suite 209  
Richardson, TX 75081  
Attn: Arshia Khan  
Chief Executive Officer & Co-Director, American Muslim  
Legal Ecosystem  
[arshia.ali.khan@mlfa.org](mailto:arshia.ali.khan@mlfa.org)  
Main Phone: 847-226-2033

#### **To CAIR-Chicago:**

Council on American-Relations (CAIR)-Chicago  
17 N. State St., Suite 1500  
Chicago, IL 60602  
Attn: Gerald Hankerson  
Outreach Coordinator & Co-Director, American Muslim  
Legal Ecosystem  
[ghankerson@cair.com](mailto:ghankerson@cair.com)  
Main Phone: 312-212-1520  
Fax: 312-212-1530

**With a copy to:**

Council on American-Relations (CAIR)-Chicago  
17 N. State St., Suite 1500  
Chicago, IL 60602  
Attn: Dr. Mazen Kudaimi  
Board Chairman  
[mmkudaimi@sbcglobal.net](mailto:mmkudaimi@sbcglobal.net)

**With a copy to:**

Council on American-Relations (CAIR)-Chicago  
17 N. State St., Suite 1500  
Chicago, IL 60602  
Attn: Ahmed Rehab  
Executive Director  
[arehab@cair.com](mailto:arehab@cair.com)  
Main Phone: 312-212-1520  
Fax: 312-212-1530

**With a copy to:**

Council on American-Relations (CAIR)-Chicago  
17 N. State St., Suite 1500  
Chicago, IL 60602  
Attn: Sufyan Sohel, Esq.  
Deputy Director & General Counsel  
[ssohel@cair.com](mailto:ssohel@cair.com)  
Main Phone: 312-212-1520  
Fax: 312-212-1530

**With a copy to:**

Community Collaborative Initiative  
Indiana University  
301 University Blvd., Suite 3000  
Indianapolis, IN 46202  
Attn: Dr. Shariq Siddiqui  
Principal Researcher & Director, Muslim Philanthropy  
Initiative, Lilly Family School of Philanthropy  
[ssiddiqu@iu.edu](mailto:ssiddiqu@iu.edu)  
Main Phone: 317-274-6801  
Fax: 317-278-8999

**Miscellaneous**

This MOU and Agreement shall be governed in all respects by the substantive laws of the State of Illinois, and any state or federal court within Cook County, Illinois shall have jurisdiction of any action or proceeding relating to or arising under or in connection with this Agreement. This MOU and Agreement embodies the entire understanding between and among the Parties and may not be amended or changed in any way except by written instrument signed by both Parties. If any portion of this Agreement is held to be illegal, invalid, or unenforceable, it is the express intention of the Parties that the remainder of this MOU and Agreement shall not be affected thereby. This MOU and Agreement may not be assigned without the written consent of the non-assigning Party. No failure or delay by either Party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the party to be charged thereby. This Memorandum and Agreement may be executed by the Parties manually or by facsimile/PDF and in one or more counterparts, each of which will be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument. Any copy of this MOU and Agreement bearing a signature of a party to this Memorandum and Agreement and sent by facsimile/PDF to any other party or parties shall be deemed a manually executed original and is sufficient to bind such signing party.

**VI. Official Contract**

The Parties identified in this Memorandum and Agreement recognize and agree that the implementation of these various Activities as defined herein is dependent on numerous factors, including funding availability, and the participation and cooperation of external parties whose actions may be beyond the control or direction of the Parties. The Parties will make their reasonable, good faith effort to realize the spirit of the collaboration outlined in this agreement and honor all financial commitments. Notwithstanding the foregoing, the Parties each acknowledge and agree that this Memorandum and Agreement is not intended to create, and shall not create, any binding obligation on the part of any Party to consummate the transactions contemplated hereby. The Parties also agree to notify each other with sufficient advance warning when work items are to be delayed or canceled.

By signing below, the signatories hereby execute this MOU and Agreement, and warrant that they are authorized to do.

**Name of AMLE Co-Director from CAIR-Chicago (please print):** Gerald Hankerson

**Signature of CAIR-Chicago's Representative**  **Date** July 1, 2022

**Name of AMLE Co-Director from MLFA (please print):** Arshia Ali-Khan

**Signature of MLFA's Representative**  **Date** July 1, 2022