



**THE VETERANS CONSORTIUM PRO BONO PROGRAM
AGREEMENT TO ENGAGE AN ATTORNEY**

NATURE OF PROGRAM: I, _____, understand that The Veterans Consortium Pro Bono Program (TVC) is an organization, formed under the provisions of Public Law No. 102-229, providing free legal services.

SCOPE OF LEGAL SERVICES: I hereby engage Attorney **Courtney Smith, Esq.** (TVC Attorney), to represent me before the United States Court of Appeals for Veterans Claims in Docket No. _____. This Agreement becomes effective after countersigned by my TVC Attorney. I understand that, at any time, my TVC Attorney may reassign responsibility for prosecuting this appeal under the terms of this Agreement. Reassignment can be to any attorney or non-attorney practitioner admitted to practice before the U.S. Court of Appeals for Veterans Claims. The appeal may also be assigned to an attorney or non-attorney practitioner permitted to practice pursuant to Court Rule 46(b)(1)(F).

CONFIDENTIALITY: All communications, oral or written, transmitted via voice, data transmission, or otherwise, between my TVC Attorney and me, TVC administrative and legal staff, co-counsel, or assigned attorney shall be strictly confidential and construed as privileged attorney/client communication.

FEES AND EXPENSES: I understand that no fees or expenses will be charged to me, or anyone on my behalf, for the representation provided to me because of this Agreement. However, I agree that an application for attorney's fees and litigation expenses, for my appeal, may be made under the provisions of the Equal Access to Justice Act (EAJA). Further, if the Court grants that application, I understand the assigned attorney may retain the full amount of such award. I understand that I will be consulted about any such application under EAJA, and I agree to provide any assistance required of me in connection with that application. I further agree that any check issued by the United States, for any fee or expense paid in this case pursuant to EAJA, may be endorsed and negotiated by the assigned attorney or his/her successor as my attorney in fact for that specific purpose. I understand that any such award will be paid by the Department of Veterans Affairs separate and apart from any recovery to which I may be entitled.

I certify that my net worth at the time of the filing of the appeal in this case was less than two million dollars (\$2,000,000.00)

DISCHARGE AND WITHDRAWAL: I acknowledge that any attorney's ability to represent my best interest in the matter effectively is dependent upon my continued cooperation and adherence to the terms of this Agreement. Accordingly, if I refuse to abide by the terms of this Agreement, or engage in a course of conduct that makes it unreasonably difficult for any attorney working on my behalf to continue the representation, then that attorney reserves the right to withdraw from this representation. My TVC Attorney likewise reserves the right to withdraw from this representation for other good cause, or if such withdrawal can be accomplished without material adverse effect on my interests. In particular, if following a case evaluation my TVC Attorney determines I do not qualify for a free representative under the program I will be notified that said attorney will be withdrawing from the appeal and this Agreement will become null and void. Furthermore, upon termination, whether by Attorney, through withdrawal, or myself by discharge, or otherwise, I can request a copy of my file on CD-ROM disc in Adobe format, be mailed by TVC.

I understand that my TVC Attorney will use professional judgment to pursue only those grounds for appeal that said attorney determines to be meritorious or deserving of valid judicial consideration.

My TVC Attorney reserves the right to decline to pursue issues on appeal that would be inconsistent with professional and ethical obligations. I further understand that I may discharge my attorney(s) under this program at any time and continue the case on my own.

CASE TRANSITION: I understand that this Agreement applies to representation in my appeal before the Court of Appeals for Veterans Claims. This is not an agreement to engage the attorney mentioned above to represent me before the Department of Veterans Affairs or the U.S. Court of Appeals for the Federal Circuit if further appealed to that Court. However, TVC's attorney may assign counsel to conduct that representation.

NO PROMISES OR GUARANTEES ABOUT OUTCOME: I have read and understand this contract and agree that my TVC Attorney has made no promises or guarantees regarding the outcome of this matter.

I will be notified of all settlement offers in this matter and no dismissal or settlement of any claim will be made without my express consent.

CONSENT TO RELEASE OF INFORMATION FROM VA AND OTHER GOVERNMENT FILES

By signing this form, I hereby request and authorize the Secretary of Veterans Affairs to release to the U.S. Court of Appeals for Veterans Claims documents and other material from VA files that are relevant to the instant litigation, including any decision rendered by the Board of Veterans' Appeals relevant to this litigation.

In the event information to be released includes information regarding treatment for drug abuse, infection with human immunodeficiency virus (HIV), alcoholism or alcohol abuse, or sickle cell anemia protected by 38 U.S.C. § 7332, I specifically consent to that disclosure as well.

I understand that any documents and materials that might otherwise be protected by 38 U.S.C. § 5701, and any Board of Veterans' Appeals decision will become public unless I seek and am granted a sealing of the record by the Court pursuant to the Court's E-Rule 8 and Rule 48 of the Court's Rules of Practice and Procedure. Rediscovery of my medical records by those receiving the above-authorized information may be accomplished without any further written authorization and may no longer be protected.

I may revoke this consent to disclosure at any time, but if not revoked before action is taken in reliance upon it, this consent shall automatically expire on the date this litigation is withdrawn; or, if not withdrawn, on the date of final decision by the U.S. Court of Appeals for Veterans Claims, or final resolution of any subsequent appeals to the U.S. Court of Appeals for the Federal Circuit or the Supreme Court of the United States, whichever comes last.

I also give my consent to the National Personnel Records Center (Military Personnel Records), St. Louis, Missouri; to the Department of Defense, and the Social Security Administration; or any other public or private custodian (including, but not limited to, hospitals, clinics, and current and former treating physicians) that possess or control my military, veteran, medical, psychiatric, drug or alcohol treatment, Discharge Review or Correction Board records and files, to release to my attorneys, or to any person designated by my attorneys, all records contained in those files.

ACKNOWLEDGEMENT OF ENGAGEMENT AND RELEASE OF INFORMATION

I hereby acknowledge that I have read the above information, consisting of two pages, and agree to engage the aforementioned attorney and consent to the release of information as noted above.

Appellant's Signature

Date

Appellant's Printed name

Attorney's Counter-Signature

Date