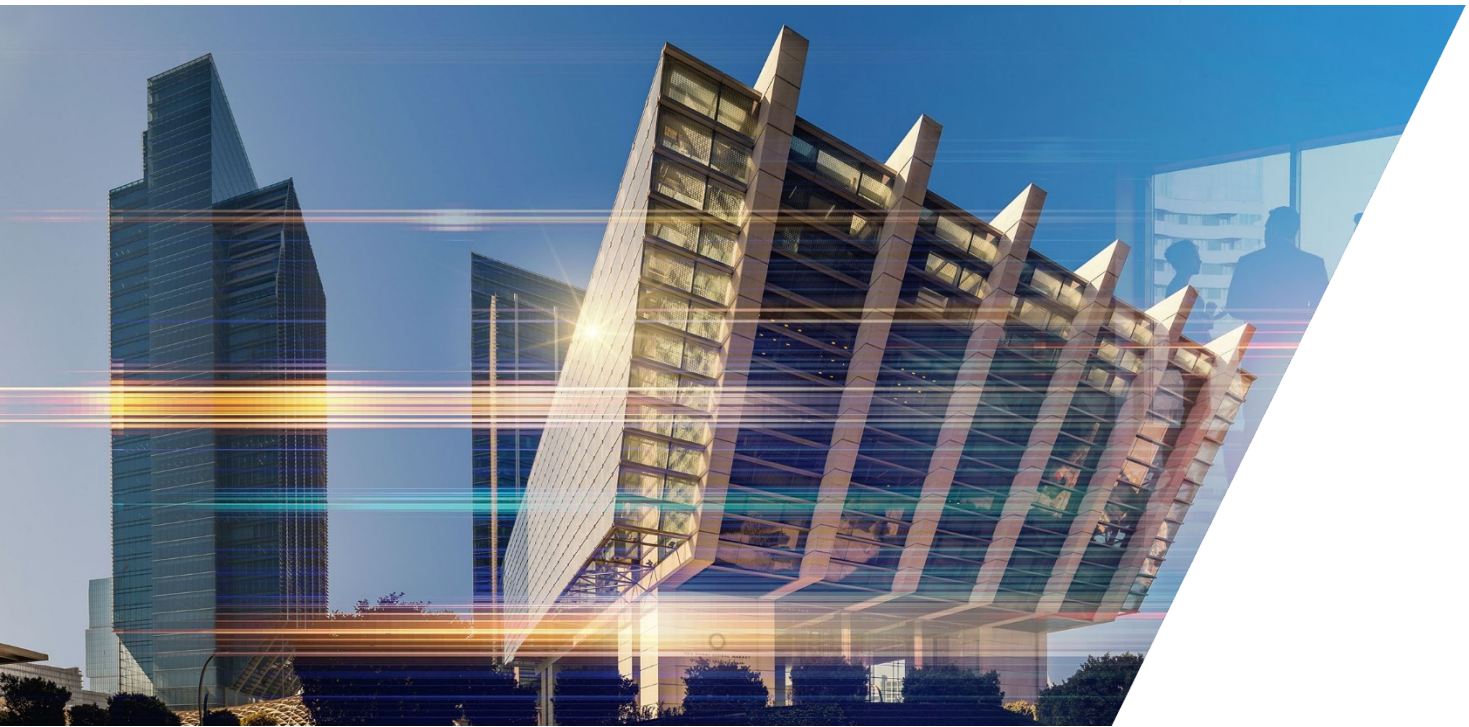




ADGM COURTS  
محاكم سوق أبوظبي العالمي



**ADGM COURTS**  
PRO BONO SCHEME  
INFORMATION FOR VOLUNTEERS

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## ADGM Courts Pro Bono Scheme

### Information for Volunteers

#### Introduction

1. An essential requirement for a fair and accessible justice system is that all individuals, regardless of their financial means, have access to legal assistance to protect their rights and interests. Some individuals, however, are either unable to afford legal assistance, or suffer financial hardship as a result of seeking that assistance.
2. Abu Dhabi Global Market Courts (the “Court”) have introduced a scheme that provides legal assistance to individuals with limited financial means on a pro bono basis (i.e. at no cost) to help them understand their rights and obligations in regard to a civil or commercial dispute or any other legal issue, no matter whether or not they are involved in legal proceedings before the Court.
3. The Court has issued Guidelines that set out the administrative and operational framework of the “ADGM Courts Pro Bono Scheme” (the “Scheme”). This document is designed to assist law firms, lawyers and law students who wish to volunteer their services for the Scheme.

#### Purpose of the Scheme

4. The Scheme has been established by the Court to enable certain individuals with limited financial means to receive legal assistance at no cost. This assistance is offered through the Pro Bono Legal Assistance Helpline (the “Helpline”).
5. Pro bono legal assistance under the Scheme is provided *only* to persons who:
  - (a) need legal assistance with a civil or commercial dispute or any other legal issue that falls within the jurisdiction of the Court; and
  - (b) do not have the financial means to pay for legal advice to assist them with their legal issue.
6. Eligible persons must certify that they do not have the financial means to pay for legal advice.
7. It is at the absolute discretion of the Scheme as to whether an applicant is eligible for pro bono legal assistance. It is not a legal right to be offered pro bono legal assistance. The decision of the Scheme in this regard is final and is not subject to review.
8. The assistance provided under the Scheme involves a volunteer lawyer or legal professional giving advice to an individual in relation to their legal issue. It does not extend to the legal volunteer providing ongoing advice or representing an individual before the Court. Any such arrangement is to be provided separately on terms to be agreed between the legal volunteer and the individual seeking assistance.

9. Pro bono assistance is not available to individuals who need advice in regard to criminal, family or inheritance issues, and for issues that fall outside the jurisdiction of the Court.

### **Volunteer Services**

10. Engagement in pro bono work is regarded as part of a lawyer's professional duty and can have a positive impact upon a lawyer's professional development and understanding of community affairs. It is also an opportunity for law firms and organisations to give back to the community as part of their obligation of corporate social responsibility.
11. Law firms, lawyers, legal professionals and law students are encouraged to register as volunteers with the Scheme. The Scheme maintains a register of volunteers that is used to refer pro bono clients to volunteers with the relevant expertise and skill. The register of volunteers is updated regularly by the Scheme to ensure quality and capacity in the delivery of pro bono services.
12. Law firms that wish to nominate lawyers to volunteer with the Scheme must provide the name and details of a contact person with whom the Scheme can liaise for pro bono matters.
13. Legal professionals, other than qualified lawyers, are welcome to volunteer their services to the Scheme, provided that they are able to have a senior lawyer supervise their work with the Scheme.
14. The Scheme welcomes undergraduate or post graduate law students of UAE-based universities interested in shadowing volunteer lawyers undertaking pro bono work. This allows students to develop the practical legal skills needed for a future career in law while contributing to those in need.
15. Law students registered for admission in bar associations of foreign jurisdictions are also welcome to register with the Scheme. Registration with the Scheme is subject to any arrangements or agreements in place between the Scheme and the relevant bar association.
16. Each volunteer lawyer, legal professional or law student wishing to register with the Scheme should complete and sign a Volunteer Registration Form (see **Annexure A**), published on the Court's website. Completed registration forms should be submitted by email to [probono@adgmcourts.com](mailto:probono@adgmcourts.com).
17. The Registrar of the Court has absolute discretion as to whether to accept or remove a volunteer from the register of volunteers. The Registrar of the Court is not required to provide any reasons for that decision.

### **Referral to volunteers for pro bono legal assistance**

18. The Scheme refers pro bono clients to legal volunteers who possess the appropriate expertise and skill to consult with the clients and who do not have a conflict of interest arising out of the referral.
19. Applicants for pro bono legal assistance are required to state in their application, the name of the other party involved in the issue or dispute. It is intended that this information will assist volunteers in determining in advance whether they have a conflict of interest with the referral. If requested by a volunteer, the Scheme can obtain further information from the pro bono client to assist in any additional enquiry the volunteer may have to clear any potential issue of conflict of interest.

20. Further, to apply for pro bono legal assistance an applicant must provide the requested documents in support of their application. Both the application and supporting documents are provided to the legal volunteer to assist the volunteer with the consultation.
21. The Scheme will maintain a record of each referral from the beginning until the end of the pro bono legal assistance. The Scheme may follow up directly with legal volunteers and pro bono clients when necessary for updates on how referrals are progressing.
22. Volunteers are expected to administer referrals in accordance with the Guidelines and, in particular, comply with the principle of equal treatment, where pro bono clients are assisted to the same high standards as fee paying clients.

### **The Helpline**

23. Pro bono legal assistance is provided by a volunteer via the Helpline.
24. If the application for pro bono legal assistance is approved, the Helpline will respond to the pro bono client with the name and contact details of a legal volunteer to arrange for the consultation. The volunteer will decide how the consultation shall take place, that is, by telephone or video conference.
25. Consultations with volunteers are restricted to no more than 60 minutes. The time allocated for a consultation may be extended by the volunteer, depending upon the circumstances of the matter.
26. Pro bono legal assistance is ordinarily restricted to a single consultation via the Helpline. However, a pro bono client may agree with the legal volunteer to a follow up consultation within the allotted time referred to in paragraph 25, or may submit a request to the Scheme for a follow up consultation. Depending on the circumstances, the Scheme may approve the pro bono client's request to contact and arrange a follow up consultation with the volunteer. It is at the absolute discretion of the Scheme to provide a follow up consultation. The decision of the Scheme is final and is not subject to review.

### **Translation services**

27. All consultations will be conducted in the English language.
28. The Scheme does not provide translation services to pro bono clients.
29. Pro bono clients who are not well versed in the English language must have access to someone who can assist with translation during their consultation with the legal volunteer.

### **Withdrawal or termination of pro bono legal assistance**

30. Pro bono legal assistance may be withdrawn at any time for reasons that include:
  - (a) the issue is not appropriate for pro bono legal assistance;
  - (b) pro bono legal assistance is no longer considered effective;
  - (c) the Scheme has, in the opinion of the Registrar of the Court, already provided a sufficient level

- of pro bono legal assistance to the pro bono client; or
- (d) for any other reason deemed reasonable by the Registrar of the Court.
- 31.** The pro bono client must notify the volunteer and the Scheme if, at any stage during the period they receive pro bono legal assistance:
- (a) the pro bono client finds or receives legal assistance through other means (including via another pro bono service provider); or
- (b) the pro bono client's financial circumstances have changed such that they become financially able to engage the services of a lawyer.
- 32.** Failure to comply with paragraph 31 may result in the termination of pro bono legal assistance under the Scheme.
- 33.** Pro bono clients are expected to behave courteously, calmly and respectfully towards legal volunteers. Behaviour which is discourteous, aggressive or disrespectful towards volunteers or the Scheme staff by the pro bono client and/or any accompanying person will not be tolerated. Pro bono legal assistance will be terminated immediately at the absolute discretion of the legal volunteer in the event of any such behaviour taking place.

#### **Additional terms and conditions of pro bono legal assistance**

- 34.** The Guidelines set out the following additional terms and conditions in regard to the provision of pro bono legal assistance under the Scheme:
- (a) the Scheme is not responsible for meeting any deadlines in any legal proceedings in which a pro bono client is involved;
- (b) communication with anyone at the Scheme who is not licensed to provide legal advice does not constitute legal advice;
- (c) a legal volunteer under the Scheme cannot provide pro bono legal assistance where there is a conflict of interest; and
- (d) pro bono clients understand and agree that:
- (i) pro bono legal assistance is brief and summary in nature;
- (ii) pro bono legal assistance via the Helpline is ordinarily restricted to a single consultation;
- (iii) consultations cannot be expected to last more than 60 minutes;
- (iv) the Scheme or the legal volunteer has the right to end a consultation with a pro bono client at any time;
- (v) consultation may or may not include assistance with document preparation or discussions with an opposing lawyer or party;

- (vi) the Scheme staff and legal volunteers cannot provide comprehensive legal opinions, predict outcomes or provide second opinions;
  - (vii) the Scheme cannot accept requests to notarise documents (applicants can access notary public services in ADGM [here](#));
  - (viii) the Scheme cannot serve or accept service of documents;
  - (ix) pro bono clients who receive pro bono legal assistance are not forming an ongoing lawyer-client relationship, unless that is specifically agreed at a later time in a written engagement letter between the pro bono client and legal volunteer; and
  - (x) in the event that a written engagement letter (or similar arrangement) is entered into between the legal volunteer and the pro bono client, the pro bono legal assistance provided under the Scheme shall be deemed to have come to an end.
- 35.** In their application for pro bono legal assistance, pro bono clients are required to certify that they understand and, in consideration of the services provided, agree to the following terms before any advice can be given under the Scheme:
- (a) the Scheme is intended to provide legal advice to people who cannot afford to pay for legal advice. I cannot afford to pay for this legal advice but, if this situation changes, I will inform the volunteers of the Scheme immediately;
  - (b) the Scheme provides advice only in respect of civil or commercial disputes or any other legal issues falling within the jurisdiction of ADGM Courts and governed by ADGM law;
  - (c) I am seeking legal assistance in my own capacity and not on behalf of another. If I am sufficiently unable to speak, read or write in the English language, I will obtain help from a family member or friend who can translate on my behalf;
  - (d) the advice provided by legal volunteers is not intended to replace or supplement legal advice obtained from outside the Scheme, particularly legal advice provided on a professional, paid-for basis. Volunteers in the Scheme will advise you at their discretion, including any decision to reject your request for assistance on the basis of a conflict of interest. The Scheme will make all reasonable efforts to find a volunteer to advise you, but there may be occasions when no volunteer can be found;
  - (e) the advice provided by legal volunteers is based on information believed by the volunteers to be complete and accurate, and the most recent information available. I will explain the full circumstances of my issue, give any information required for my assistance, and will answer questions honestly;
  - (f) I will not hold liable in any way, whether in the law of contract, tort (including negligence), misrepresentation, restitution or otherwise in any jurisdiction, any of the volunteers, their employers and/or ADGM including ADGM Courts and their agents, employees and representatives, for the acts and/or omissions of any volunteer who gives me advice in consultation under this Scheme, or in the course of any representation I may have under this Scheme. ADGM (including ADGM Courts) is not responsible in any way for the content or accuracy of the legal advice provided by the volunteer; and
  - (g) any breaches of my obligations may, at the sole discretion of the ADGM Courts Registrar, lead

to me being barred from using the Scheme. The ADGM Courts Registrar also reserves the sole discretion to reject any request for assistance.

### **Volunteer information and Privacy**

36. The Scheme and ADGM Courts will not disclose the personal data provided by a legal volunteer, including their name or email address, to any third parties, except to pro bono clients when required, and we will only use the personal data provided by volunteers for the purposes of assessing and assisting with applications for pro bono legal assistance. Volunteers have a right of access to and rectification of their personal data. For more information on how we handle personal data, please refer to [ADGM's Privacy Policy](#).

### **Client feedback and complaints**

37. To ensure the quality of its services, the Scheme may, from time to time, request feedback from pro bono clients on the quality of assistance provided.
38. Pro bono clients can communicate any complaints regarding pro bono legal assistance to the Scheme for investigation. Such complaints include any breach to the guidelines, denial, quality and manner of service.
39. If a pro bono client is not satisfied with the service provided by a legal volunteer, the pro bono client may request referral to another volunteer by sending the reasons of his dissatisfaction to [probono@adgmcourts.com](mailto:probono@adgmcourts.com). The Scheme has absolute discretion in determining whether to refer the pro bono client to another legal volunteer.



## ANNEXURE A

### ADGM Courts Pro Bono Scheme Volunteer Registration Form

Your completed registration form should be submitted by email to [probono@adgmcourts.com](mailto:probono@adgmcourts.com).

<b><i>Your Details</i></b>	
Name	
Mobile number	
Email address	

<b>Volunteer capacity</b> <i>(please indicate in what capacity you are volunteering with the Pro Bono Scheme)</i>		
<input type="checkbox"/>	<b>Law Firm</b>	[please state the name and address of the law firm and your role at the firm]
<input type="checkbox"/>	<b>Lawyer (Law Firm)</b>	[please state the name of the law firm and your role at the firm]
<input type="checkbox"/>	<b>Lawyer (sole practitioner)</b>	
<input type="checkbox"/>	<b>In-house counsel</b>	[please state the name of your employer and your title]
<input type="checkbox"/>	<b>Law student</b>	[please state if you are an undergraduate or a post graduate and the name of the university in which you are enrolled]
<input type="checkbox"/>	<b>Legal professional</b>	[please state the name of a qualified lawyer who has agreed to supervise your work with the Scheme and, if applicable, the bar association in which you are registered for admission]
<input type="checkbox"/>	<b>Other</b>	[if you are registered for admission in a bar association, please indicate the name of the bar association]

**Practice areas and expertise** *(to be completed by lawyers)*

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**Employment Law** *(to be completed by lawyers)*

[if employment law is not your area of practice or expertise, please indicate whether you are willing to assist pro bono clients with matters related to employment and the ADGM Employment Regulations]

**Languages** *(please indicate in what language(s) you are able to assist pro bono clients)*

<input type="checkbox"/>	Arabic
<input type="checkbox"/>	English
<input type="checkbox"/>	Hindi
<input type="checkbox"/>	Russian
<input type="checkbox"/>	Tagalog
<input type="checkbox"/>	Urdu
<input type="checkbox"/>	Other [please specify]

### **Pro bono experience**

[please indicate if you have worked on pro bono matters in the past]

### **Confidentiality agreement**

I, [insert name], understand that in the course of my volunteer work with the ADGM Courts Pro Bono Scheme, I may learn certain facts about individuals seeking assistance under the Scheme of a confidential nature.

I agree not to disclose any information of a confidential nature to any person not affiliated with the Pro Bono Scheme, without the specific consent of the individual to whom such information pertains except as ordered by a court of competent jurisdiction or as otherwise required by law. For the avoidance of doubt, this confidentiality agreement survives after any volunteering services provided by me have come to an end.

**Signature**

By joining the register of legal volunteers of the ADGM Courts Pro Bono Scheme, I agree that I will adhere to the terms governing the provision of pro bono services as set forth in the ADGM Courts Pro Bono Scheme Guidelines and the Information for Volunteers when assisting pro bono clients under the Scheme.

Signature

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Name

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Date

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