

THE LIFE LOTUS FOUNDATION

Panel: Terms of Engagement

The following terms and conditions shall govern the functioning of all The Life Lotus Foundation panels of advocates:

1. Upon selection of advocates for the purpose of constitution of the panel, The Life Lotus Foundation shall assign matters to advocates on its panel by e-mail.
2. The advocate may then indicate his/her availability to take up the case in writing after receiving an e-mail request from The Life Lotus Foundation indicating the intent to assign a matter, after which The Life Lotus Foundation shall set up a meeting with the concerned civil society organization (CSO)/client and the advocate to discuss the details of the matter as well as to hand over the relevant files and documents.
3. The advocate shall make sure that the original documents of a case remain with the client and no original document should be in his possession. In case an original document or any document is lost from the possession of the advocate, then the advocate shall solely be responsible for the same and not the organization.
4. The advocate shall compulsorily attend all hearings and undertake all tasks related to the successful execution of the mandate of the brief. The Life Lotus Foundation has no objection if the advocate wishes to delegate non-essential hearings to junior advocates within such advocate's chambers, because it is expected that panel advocates will supervise and sensitize their junior advocates towards the mandate. In case the advocate intends to delegate the matter on a particular day, he/she must inform The Life Lotus Foundation in advance. The advocate must also provide The Life Lotus Foundation with the name and number of the colleague, in case of any urgent requirements. A form shall be provided to the advocate so that he/she can provide details of his alternate contact number or juniors/clerks details, in case the organization is unable to reach the advocate.
5. The advocate shall report the outcome of each hearing or significant case development within **1 working day**, by e-mail and phone to The Life Lotus Foundation, and shall

wherever possible apply to the court for uncertified copies of orders; depositions recorded in court, etc. and share that as well. The format in which the report of each hearing shall be informed by the advocate shall be provided by the organization.

6. The advocate shall be responsible for procuring certified copies of any orders/decrees/judgments etc. delivered by the court and sharing the same with The Life Lotus Foundation.
7. The advocate shall endeavor to send The Life Lotus Foundation scanned copies of all documents received in the course of the proceedings (such as orders, evidence, replies, applications, affidavits, charge sheet, petitions, status reports etc.) within **3 days** of receiving the same.
8. Where client's instructions or signatures on affidavits, petitions or other documents are required, the advocate shall be responsible for ensuring that such instructions or signatures are obtained well in advance of any deadline or limitation, in coordination with The Life Lotus Foundation and the CSO.
9. At all times, the advocate shall meet and correspond with the client only in the presence of The Life Lotus Foundation staff members or designated CSO staff members, as identified by The Life Lotus Foundation.
10. For each case, the sole point of contact shall be the assigned staff member of The Life Lotus Foundation who will be responsible for arranging meetings, providing client information and other related logistical support.
11. The advocate shall ensure that the identity of the client and his/her family remain protected throughout the duration of the case, unless otherwise decided in consultation with The Life Lotus Foundation and the CSO/client. The advocate shall not speak to media persons or journalists about the case, except on request from or with approval of The Life Lotus Foundation.
12. The advocate must represent the client diligently and to the best of his/her ability. During the pendency of the case, he/she will coordinate with all stakeholders such as social worker/field worker, government body, court staff, investigating officer, public prosecutor and any other relevant persons involved, as required.
13. The advocate will ensure that the client is adequately briefed about any court appearances required of such client in the course of the proceedings. Client meetings and

strategy sessions will be scheduled according to the advocate's availability because it is crucial for clients to be mentally prepared for the process (especially in trial court hearings). If the advocate is not available on the decided date for the meeting/ session, he/she shall inform The Life Lotus Foundation at least **3 days** in advance, so that the same can be rescheduled.

14. All reasonable expenses related to the case (viz. photocopying, court fee, Process fee etc.) shall be reimbursed to the advocate. The advocate shall raise a memo of expenses in the prescribed format, accompanied by receipts where possible. All expenses exceeding Rs.1000 must be approved by The Life Lotus Foundation over e-mail prior to any such expense being incurred. The advocate must not seek or accept any pecuniary gains or gratification in cash or kind from the client/beneficiary or his friend or relative in any circumstance whatsoever.
15. The Life Lotus Foundation is at liberty to change the advocate for the allotted matter based on the requirements of the case. The advocate shall raise an invoice of his/her outstanding payment, if any, within **1 week** from the date of re- allotment of the case.
16. Upon conclusion of proceedings, The Life Lotus Foundation, the CSO/client, and the advocate will have a case closure meeting to discuss case learnings and outstanding issues for resolution. The advocate shall hand over original files to The Life Lotus Foundation upon conclusion of the case.
17. The Life Lotus Foundation reserves the right to publicize the outcomes of the litigation, including facts thereof, as allowed by law, as well as the details of participation of the panel member. In case the advocate does not want to disclose their involvement in a particular case, he/she should inform The Life Lotus Foundation, preferably giving reasons for the same.
18. In the event that an advocate wishes to withdraw from the panel, he/she may do so by written intimation to The Life Lotus Foundation. The advocate and a The Life Lotus Foundation staff member shall meet so that all files and documents in the advocate's possession can be handed over, along with a briefing note on the advocate's ongoing cases. Till such time as the meeting can be arranged, the advocate will continue to attend hearings in the cases assigned to him/her. The advocate shall raise an invoice of his/her outstanding payment, if any, within 1 week from the date of withdrawal from the panel.

19. That Life Lotus Foundation is at liberty to make changes to the rules of engagement of panel advocates at any point time. The panel advocates shall be sent a copy of any such change for their knowledge and acceptance. Incase, the panel counsel does not accept the altered terms, then he/she may inform the organization in writing within a week. Else, the same shall be assumed as deemed acceptance.

For more information, please contact The Life Lotus Foundation's Programs team:

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