MEMORANDUM OF UNDERSTANDING:
DEPARTMENT OF JUSTICE NATIONAL SECURITY DIVISION
PARTICIPATION IN HARVARD LAW SCHOOL CLINICAL PROGRAM

This memorandum sets forth the agreement between Harvard Law School (HLS) and the National Security Division (NSD) of the United States Department of Justice, establishing a relationship with the Clinical Program of Harvard Law School to provide student research and analytical assistance to NSD.

1. **Nature of the Clinical Relationship:** During the academic year 2012 – 2013, Harvard Law School, through its Independent Clinical Work Program, will offer students the opportunity to earn clinical credits for legal research and analytical assistance on NSD projects. These projects could involve assignments of short- or long-term duration and questions relating to particular cases, matters of general application, and consideration of policy issues. NSD will specify and control these projects, and supervise student work on them. Harvard faculty administrators (Professors Phillip Heymann and David Rosenberg) and NSD will jointly select the clinical students. To provide appropriate NSD control and supervision, no more than 6 students will be accepted to participate in this clinical offering.

2. **General Qualifications for Student Selection:** To qualify for selection, a student must commit to perform clinical work for NSD in accord with applicable HLS course requirements during the Fall and Spring semesters of the academic year 2012 – 2013, and in the event of an emergency, to accept assignment from NSD during the Winter Term, but only if such assignment would not conflict with the student’s Winter Term course obligations. In evaluating applications, the Harvard faculty administrators and NSD will take into account student’s relative academic performance and rank; relevant experience; academic and employment recommendations; and interest in the subject matter.

- **Security Requirements:** Selection for this clinical offering is contingent upon determination by NSD of a student’s suitability to properly handle law enforcement sensitive material and information. Therefore, students selected to work on NSD projects must, as a further condition for participation in this clinical offering, fully satisfy the security clearance requirements for the Department of Justice Volunteer Internship Program. Derogatory information such as drug use, credit problems, or defaulted student loans may be disqualifying. To facilitate security clearance review, students must timely complete the required volunteer forms specified by the Department of Justice, National Security Division, including:
• Questionnaire for Non-Sensitive Position (SF-85)
• Credit Check Authorization Form (DOJ 555)
• Fingerprint (NSD will supply fingerprint chart and students will complete with campus or local police and return)
• Foreign National Relative and Associate form
• Declaration for Federal Employment (OF 306)
• Volunteer Service Agreement
• Confidentiality Agreement

Because the processing of these forms normally requires 6-8 weeks, Harvard students must provide sufficient time in the application process for the processing of these forms. As a result, nominations for acceptance into the clinical program should be sent to NSD by Harvard by June 20, 2012. Students ultimately selected for participation in this clinical offering must sign a confidentiality agreement with NSD.

4. **Confidentiality Briefing**: Students selected for the clinical program must participate in confidentiality briefings prior to commencing work on NSD projects. A required, initial orientation and introduction to NSD, including security issues, will be conducted by NSD for the clinical students at the beginning of the Fall semester. Students accepted for participation into the clinic shall ensure their attendance at this orientation. Any non-local transportation costs related to attendance at this initial briefing will be paid by NSD or Harvard in accordance with government and university regulations.

5. **Confidentiality of Work Assignments and Products**: It is understood by HLS and NSD that the legal research and analysis provided by clinical students to NSD shall be regarded and treated as legal advice and representation to and on behalf of a client. In performing these legal tasks, clinical students shall receive full protection from third-party interference, influence, control, and sanction. Their legal work is also governed by the rules of privilege and confidentiality that apply to such lawyer-client relationships generally and to the lawyer-client relationship with NSD specifically. Furthermore, clinical students will be prohibited from discussing NSD assignments with anyone who has not signed a confidentiality agreement with NSD. Work product produced in connection with NSD assignments constitutes NSD work product. Publication or use of the results of such assignments as writing samples or otherwise by clinical students must be reviewed and approved by NSD, subject to any applicable publication policy. To the extent that students receive and work on assignments electronically, students are responsible for ensuring the continuing confidentiality of their work and that at the completion of the clinical program, all electronic files are removed from any computer systems or media that may have stored the files. Violations of NSD confidentiality requirements will be grounds for terminating the clinical relationship at the sole discretion of NSD.

6. **Clinical Credit**: Students may receive clinical credits in accord with HLS academic policies, and up to two credits will be awarded for all NSD clinical work at the end of Spring semester of the 2012 – 2013 academic year. The award of credit will depend on the amount and type of work performed in a given semester. Students not assigned work
during a semester will remain in the program on a standby, no-credit status. The award of credit will be entirely within the discretion of the faculty administrators (Professors Heymann and Rosenberg). The NSD lawyer supervising the student’s work will submit a brief report confirming the amount of work performed and evaluating its quality.

7. **Nature and Scope of Project Assignments**: NSD will select students for assignment to designated projects based on availability and on relevant background information (including grades). The number of students selected for any NSD project and the nature and extent of student assignments will be entirely within NSD’s discretion. In addition, to the extent deemed advisable by NSD, students will be subject to security clearance review and other conditions deemed necessary to assure security and confidentiality.

   - The nature of assignments may include, but not be limited to, general legal research on issues of law and related policy questions, drafting of model jury instructions, assistance on motions responses and legal briefs, legislative drafting, legal research and guidance on statutes and issues of law.

   - No classified information will be involved in any of these assignments, and no classified material will be discussed or shared with the students in the Independent Clinical Work Program or the Harvard faculty administrators.

   - Deadlines for completion of work will be discussed at the time of assignment, and students unable to meet necessary deadlines will be expected to decline specific assignments. Repeated failure to meet agreed upon deadlines will be grounds for dismissal from the Workshop Independent Clinical Work Program and/or denial of credit.

8. **Methods of Communication**: Communication will ordinarily be by telephone and email, but in person consultation may be arranged when necessary and appropriate.

9. **NSD Clinical Coordinator**: NSD will designate a Clinical Coordinator within NSD who will be the primary point of contact between NSD and the clinical students and faculty administrators. In addition, NSD attorneys generating specific assignments may also be in direct communication with clinical students.

10. **Faculty Supervision**: Faculty administrators will be limited to Professors Heymann and Rosenberg during the 2012 – 2013 academic year; they must satisfy and agree to all of the security and confidentiality requirements, terms, and instruction specified above for the clinical students, by their signatures below. Any additional Harvard Law School or University faculty assigned to supervise and consult on student work relating to particular projects must be agreed upon in advance by NSD and also be subject to security and confidentiality requirements and conditions, including but not limited to, those set forth above.
11. Terms of Participation by NSD: NSD will utilize assistance from clinical students and faculty administrators on an as-needed basis. NSD may increase or decrease participation, including termination of the relationship, at will.

12. Renewability: This Memorandum of Understanding is renewable annually by agreement of the parties.

For Harvard Law School:

[Signature]
David Rosenberg
Professor of Law
Harvard Law School

Date: 5/10/12

For the National Security Division:

[Signature]
Michael J. Mullaney
Chief, Counterterrorism Section
National Security Division
U.S. Department of Justice

Date: 5/1/12

[Signature]
Phillip Heymann
Professor of Law
Harvard Law School

Date: 5/1/12

[Signature]
Bradley Wiegmann
Deputy Assistant Attorney General
Office of Law & Policy
National Security Division
U.S. Department of Justice

Date: 5/12/12