

Harvard Law School Postgraduate Public Service Fellowships (Public Service Venture Fund / Kaufman / Langer / Skirnick / Redstone / Seaman-Plancher)

Memorandum of Understanding

TERMS OF AGREEMENT

This Memorandum of Understanding (“MOU”) is entered into as of _____ (date) by and between _____ (the “Host Organization”), _____ (the “Fellow”), and President and Fellows of Harvard College acting through the Harvard Law School Public Service Venture Fund (“HLS”, and together with the Host Organization and the Fellow, the “Parties”).

The Host Organization agrees to host the Fellow for a one-year fellowship funded in whole or in part by a grant from the Public Service Venture Fund (“PSVF”). In furtherance thereof, the Parties hereby agree as follows:

- 1. The Host Organization will provide the Fellow opportunities for meaningful learning and professional development, as well as integration into the office. The Host Organization will:***
 - Aim to include the Fellow in the range of its work where possible, such as client meetings, strategy discussions, and court appearances.
 - Endeavor to expose the Fellow, if the Host Organization works in different subject areas, to as many subject areas as possible; this could be accomplished in many ways (for example, by hosting brown bag lunches in which attorneys from each area discuss their work).
 - Provide the Fellow with primarily substantive work and responsibility matching that of any other entry-level attorney.
 - Make an effort to treat the Fellow as part of the organization’s team (for example, including them in staff meetings if applicable).
- 2. The Host Organization will provide a clear framework for supervision of the Fellow. The Host Organization will:***
 - Explain who will supervise the Fellow and when and how the supervisor(s) will be available to the Fellow, as well as who the Fellow will report to; ideally, the Fellow will have one or two assigned supervisors, but may also receive assignments from others within the Host Organization.

- Identify all of the possible people that may give the Fellow assignments and whom the Fellow should speak with if they need more work or require assistance in prioritizing work provided by different people within the office.
- Ensure that the Fellow is supervised by an attorney who spends substantial time in the office or is otherwise regularly available to the Fellow.

3. *The Host Organization will provide the Fellow with an Orientation. The Host Organization will:*

- Compile materials that the Fellow is going to need, such as background on the organization or matters on which the Fellow will be working, interesting articles or publications, a staff list with names and numbers, etc.
- Provide the Fellow, on or around the first day, with an orientation introducing him or her to the relevant staff and issues, as well as a meeting with his or her immediate supervisor to discuss the organization's and the Fellow's goals, (i.e., do they need a writing sample, want to interact with clients, seek exposure to particular legal issues etc.), for the duration of the fellowship.

4. *The Host Organization will provide focused and regularly-scheduled feedback as follows. The Host Organization will:*

- Schedule feedback in a formal way that helps ensure that even during particularly hectic work periods there is time set aside to provide meaningful review of the Fellow's work.
- Provide thoughtful review of the Fellow's research, analysis, writing, oral skills and interpersonal skills so that the feedback will not only help improve the quality of the work that the Fellow performs for the Host Organization but will also help the Fellow develop important skills.
- Review the Fellow's written work and suggest areas for improvement.
- Aim to provide a structured mid-fellowship evaluation and an exit interview.

5. *Terms of service for the fellowship at the Host Organization:*

- The Parties agree and acknowledge that the Fellow is not, and will not be, considered an employee or contractor of Harvard University/HLS. Since each jurisdiction is different, the Host Organization agrees to comply with any local, state/territory or federal laws regarding the retention, payment or employment of the Fellow, including but not limited to any laws as to compensation or benefits that must be provided, if any, and the Fellow's working conditions, including any laws prohibiting harassment of, or discrimination or retaliation against, the Fellow.
- The specific start and end dates are to be determined by the Fellow and the Host Organization. Fellows should generally start no later than mid-September. HLS requires that the Fellow spend a full 12-months with the Host Organization.

- Any early departure from the fellowship, even for permanent employment, will need to be approved both by the Host Organization and by the Office of Public Interest Advising (“OPIA”) on behalf of HLS. However, since the fellowship is designed to help launch the Fellow’s career, as well as provide assistance to the Host Organization, HLS will generally approve and the Host Organization should sanction, reasonable early release for another permanent or longer-term public service position. **Any mutually agreed upon departure more than 30 days prior to the fellowship’s scheduled conclusion will require prorated return of funds to Harvard.**
- If an early fellowship departure is sanctioned, and/or the fellowship is terminated early, the remaining funds, calculated by pro-rating the stipend amount (\$50,000 USD) over a 52-week period, must be returned to Harvard Law School. See Section 6 regarding the costs to be covered by the stipend. The Host Organization is solely responsible for costs incurred in excess of the fellowship stipend. Further, any such additional costs will not be considered when calculating the prorated return of funds due to early departure.
- This MOU shall remain in effect for the term of the fellowship.
- The Host Organization may not terminate an HLS fellowship without two weeks’ advance notice to the Fellow and to OPIA and a chance to discuss and remediate any problems that may have arisen unless the Host Organization conducts a thorough investigation into allegations of, and concludes that, the Fellow engaged in illegal or sexually inappropriate behavior and certifies to OPIA that it has done so. Likewise, if HLS determines, after investigation, that an employee of the Host Organization has engaged in illegal or sexually inappropriate behavior related to the Fellow, OPIA may terminate the fellowship without two weeks advanced notice.

6. *Fellowship Payment and Disbursement*

- The Host Organization will receive a stipend of up to \$50,000 USD to help defray the costs of the Fellow’s work. The stipend is intended to be applied to offset the Fellow’s gross salary and benefits only. Other costs related to the Host Organization’s employment of Fellow are solely the responsibility of the Host Organization.
- The Host Organization must provide the Fellow, in advance of the Fellow’s submission of an application for funding to HLS, (1) notification of the Fellow’s gross salary for the fellowship year, and (2) a statement as to whether the Host Organization will provide the Fellow with additional benefits beyond salary, including, for example, health insurance. We expect the Fellow’s salary level to be commensurate with what an attorney at the Host Organization with similar experience or duties would receive and encourage the Host Organization to supplement the Fellow’s salary if necessary to ensure equity in compensation.
- HLS will not provide any additional funding or benefits. Fellow acknowledges that if the Fellow’s gross salary is higher than \$50,000, the Host Organization will be solely responsible to pay the additional amount with non-Fellowship funds and is solely responsible for compliance with all relevant state and federal employment laws. Harvard will disburse the Fellow’s stipend to the Host Organization unless otherwise agreed in writing in advance.

- The Fellow and the Host Organization will be responsible for securing and completing any necessary forms related to any work authorizations needed to engage the Fellow and for the fellowship to be completed.
- Prior to the commencement of the Fellowship, the Host Organization shall send HLS an invoice addressed to OPIA on official letterhead from the Host Organization containing the total awarded amount, the stated purposes of the payment, the Employer Identification Number and an authorizing signature from a Host Organization official confirming the payment and purpose. Email is preferred and can be sent to opia@law.harvard.edu; any financial or confidential information should only be sent via [secure file transfer](#).
- Payments will not be made if the Parties are not in compliance with this MOU.

7. Health care coverage/provisions

- Health care coverage is required for the duration of the fellowship.
- HLS prefers that the Host Organization enroll the Fellow into their health insurance program and other employee-related benefits. If the Host Organization enrolls the Fellow into their health insurance program, the cost of the benefits will either be paid by the Host Organization or the Fellow. HLS will not provide additional funding for health care.
- If the Host Organization is unable to provide health care coverage, it is incumbent upon the Fellow to seek and purchase health insurance independently. Moreover, HLS requires proof of coverage before disbursing any fellowship payment. In most cases, proof of coverage can be demonstrated by a photo copy of an insurance card, insurance plan or any document showing proof of coverage.
- If the Host Organization has agreed to provide health insurance, a statement of the fact must be provided by the Host Organization to HLS. The letter must be sent, on letterhead, to OPIA at opia@law.harvard.edu.

8. Reporting

- The Fellow is required to complete the HLS Employment Survey in Symplicity as soon as they have been awarded and have accepted the PSVF Fellowship.
- The Fellow or the Host Organization should alert OPIA if any issues arise during the course of the fellowship after an attempt has been made by the Host Organization and the Fellow to resolve the issue by themselves.
- The Fellow is required to submit brief reports to OPIA at the 5-month and 11-month marks of their fellowship. These 500–750-word reports can be straightforward and informal.
 - In the 5-month report, the Fellow should provide an update on their day-to day work, including cases or issues the Fellow is currently working on, new highlights or challenges of the fellowship (could be an anecdote about a client, a recent trial, a

- current issue the Host Organization is working on, etc.), and an assessment of the Host Organization and their ability to support an HLS fellow.
- In the 11-month report, the Fellow should submit a more in-depth report detailing the work they performed, any lessons they learned, an assessment of the Host Organization as a future fellowship host, and their post-fellowship plans.
 - All reports should be emailed to Catherine Pattanayak at cpattanayak@law.harvard.edu, Judy Murciano at jmurcian@law.harvard.edu, and Deborah Valero Montijano at dvaleromontijano@law.harvard.edu.
- The Host Organization is required to provide written reports about the fellowship (the work accomplished as well as the Fellow's performance and any lessons learned from the fellowship) to the OPIA at the 6-month and 12-month marks.
 - The structure of these reports can be straightforward and informal. The reports should cover the following topics, in about 500-750 words: the work the Fellow has accomplished thus far, the Fellow's performance and any lessons the supervisor or the Host Organization has learned from the fellowship. Additional information can include: an update on the Fellow's day-to-day work, including cases or issues they are currently working on & any post-fellowship plans (if applicable).
 - The Fellow is required to notify OPIA of his or her employment plans for the year following their fellowship and is encouraged to stay in touch with OPIA in subsequent years.
 - The Fellow is required to provide OPIA with post-fellowship contact information so that future HLS students and alumni can speak with them about their experiences.

9. *Consideration for openings & assistance with post-fellowship employment*

- Should the Host Organization have an entry-level opening *during* the fellowship year and the Fellow has performed well, we hope that the Fellow will be given first consideration for that position.
- Should the Host Organization have budget to hire for the year *following* the fellowship and the Fellow has performed well, we hope that the Fellow will be given first consideration for that position.
- If the Fellow is hired by the Host Organization following the fellowship, we expect that the Host Organization will give "credit" for the fellowship year towards any benefits and seniority eligibility.
- If the Host Organization is unable to hire the Fellow following the fellowship, we hope that the Host Organization will provide job search assistance to the Fellow so that the Fellow may remain in the field.

10. *Publicity and Use of Harvard Name*

- The Fellow may be included in a customary informational listing of activities on the Host Organization’s website or in other Host Organization materials. If the Fellow is so listed, the Host Organization shall also include the name of the fellowship and the fact that it is sponsored by Harvard Law School.
- Any other use of the name or logo of Harvard, Harvard Law School or any of their affiliates by the Host Organization will require prior written approval from HLS. This provision shall survive the termination of this MOU.

11. Miscellaneous

- HLS shall not have any liability to the Parties to this MOU absent gross negligence or willful misconduct by HLS.
- This MOU shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts (excluding conflict of laws rules).
- No Party shall assign or subcontract its rights or obligations under this MOU without the prior written consent of the other Parties.
- Discrimination with respect to any aspect of the fellowship on the basis of race, color, religion, creed, national or ethnic origin, age, sex, gender identity, sexual orientation, marital or parental status, disability, source of income, status as a veteran, or any other applicable protected category shall be grounds for termination of this MOU.

IN WITNESS HEREOF, this Memorandum of Understanding has been entered into as of the day and year first written above.

Host Organization

Name of Host Organization representative*: _____

*Is required to be someone with authority to contract on behalf of the Host Organization

Title of Host Organization representative: _____

Email and Phone number of Host Organization representative:

Email: _____

Phone: _____

Signature: _____ Date: _____

Fellow

Name of Fellow: _____

Signature: _____ Date: _____

HLS

Catherine Pattanayak, Assistant Dean for Public Service and Director, Bernard Koteen Office of Public Interest Advising at Harvard Law School

Signature: _____ Date: _____