

Fellowship applicant's certification:

I hereby certify that the facts set forth in my Skadden Fellowship application are true and complete to the best of my knowledge. I understand that falsified statements in connection with this application shall be considered sufficient cause for denial of receipt of a Fellowship or, if a Fellowship has commenced, termination of a Fellowship. I authorize the Skadden Foundation to contact the organizations and individuals I have named in this application, and I hereby release all such individuals and entities from any liability in connection with the release of information relating to my application. I understand that if awarded a Fellowship, I will be employed full-time by my host organization, and will devote my full working time, attention, and best efforts to the Fellowship. I further understand that, in connection with my employment with my host organization, I will be required to verify my identity and eligibility to work in the United States, as required by applicable law.

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APPLICANT'S SIGNATURE

DATE

Host Organization Certification:

[ \_\_\_\_\_ ] (“Host Organization” or “we”), hereby certifies that we understand and agree to the following:

1. *Host Eligibility*: We meet the following requirements to host a Skadden Fellow (“Fellow”) for the class of 2023:
  - a. We currently employ at least two full-time attorneys on staff who devote the significant majority of their working time to civil legal advocacy, and anticipate maintaining at least two such attorneys (not including the Fellow) during the two-year Fellowship term. At least one such attorney shall supervise the Fellow.
  - b. We are a 501(c)(3) non-profit organization, not a project or clinic of a law school, and will provide our IRS 501(c)(3) determination letter to the Skadden Foundation upon request.
  - c. We have reviewed the guidelines of the Skadden Foundation (“Foundation”) on the number of applicants for whom we can serve as the host organization in this cycle, in accordance with the “Host Organization Requirements,” located on the Foundation’s website.
  
2. *Fellowship benefits and obligations* : If [ \_\_\_\_\_ ] is selected as a Skadden Fellow for the class of 2023:
  - a. We will offer employment to the Fellow for the project proposed in the Fellow’s application. The Fellow shall be employed by the Host Organization, subject to our employee policies. The Fellow shall not be considered, for any purpose, an employee, independent contractor or agent of Skadden, Arps, Slate, Meagher & Flom LLP or the Skadden Foundation.
  - b. The Skadden Foundation will provide us the following funds to support the fellowship.
    - i. Quarterly, by a method chosen by the Skadden Foundation, a sum equal to a pro-rata portion of the following annual amounts:
      1. \$58,000 annually for the Fellow’s salary.
      2. \$4,437.00 annually for the Host Organization’s portion of FICA; and
      3. The sum of all costs (both the Host Organization and any employee contributions) required to maintain the following benefits, if such categories of benefits are provided by us to our employees, and if elected by the Fellow:
        - a. Medical and dental insurance for the Fellow and any dependents the Fellow elects; and
        - b. Short-term disability insurance, long-term disability, and life insurance for the Fellow. If the Host Organization is located in a jurisdiction with a mandatory tax that provides for paid leave, the Skadden Foundation will reimburse for such tax as well.
    - ii. In order to receive these quarterly payments, we will:
      1. Complete the Foundation’s benefit worksheet within the reasonable deadlines provided and will update the benefit worksheet should the cost of covered benefits change; and
      2. Supply the Foundation with documentation related to these costs, including but not limited to, copies of the Fellow’s W2s.
    - iii. With prior approval by the Foundation, the Foundation will reimburse us for reasonable travel expenses and registration fees (not to exceed \$2,000 over the course of the Fellowship) for the Fellow to attend one or more outside

conferences directly related to the Fellow's public interest work, where we do not have the means to fund the Fellow's attendance.

- c. With respect to the Fellow, during the Fellowship, we shall be responsible to:
- i. Pay or provide all applicable salary, benefits, and insurance. We acknowledge that the starting gross salary must be at least \$58,000, unless the Host Organization can demonstrate it is unable to offer the \$58,000 salary due to an applicable collective bargaining agreement. (In such a case, the Host Organization must supply documentation along with this certification, and will be permitted to pay a salary between \$54,000 and \$58,000, in accordance with its collective bargaining obligations, and the Foundation will supply this lower amount in salary support.) The Fellow's starting salary shall be \$[\_\_,\_\_] or more, and a salary of at least that amount shall be maintained throughout the Fellowship;
  - ii. Withhold and pay all applicable federal, state, and local income or other taxes;
  - iii. Comply with all applicable laws regarding employment and employment practices; and
  - iv. Ensure that the Fellow is eligible to participate in, or is provided, as applicable, all fringe benefits offered to attorneys of the Fellow's seniority employed by the Host Organization (e.g. leave, retirement contributions, vision insurance, transit, bar dues, etc.). The Fellow will have access to all benefits EXCEPT any listed here:

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Please note that any fringe benefits that are required by applicable law must be provided to the Fellow.

- v. Bear the cost of any salary, benefits, insurance, and work-related organizational expenses other than those listed above in paragraph 2(b)(i).
- d. The following individual will serve as the primary HR / finance / benefits contact person (and we will update the contact information as necessary):
- Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_
- e. The Skadden Foundation has the authority, within its sole discretion, to terminate the Fellowship payments upon determination of any violation of this certification and to require us to return the unused portion of the Fellowship payments. Should the Fellow leave either the Fellowship or our employment prior to the conclusion of the two-year Fellowship period, any unspent funds shall be returned to the Skadden Foundation.
- f. We acknowledge that, as a part of the Fellow's fellowship responsibilities, the Fellow will:
- i. Attend a Fellowship Symposium in New York, generally one Symposium is held annually in late March or early April. The Fellow shall not be required to utilize vacation or other time off to attend the Fellowship Symposium; and
  - ii. Complete a confidential evaluation of the Fellow's experience, to be provided to the Executive Director of the Skadden Foundation upon the completion of the fellowship.

3. I, the undersigned person, have the authority to sign this document and bind Host Organization to the obligations set forth herein.

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SIGNATURE on behalf of HOST ORGANIZATION

TITLE

DATE