

Fellowship applicant's certification:

I, _____ hereby certify the following:

Regarding my application for a Skadden Fellowship:

- 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 have reviewed and meet the Eligibility requirements listed on the Foundation's website and am not a spouse, child, grandchild, great grandchild, sibling, niece, nephew, parent or other ancestor, or spouse of any such an individual, of any Skadden partner, former partner, or employee, or of any member of the Skadden Foundation's staff, Board of Directors, or Selection Trustees.
- 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 should I wish to withdraw from consideration at any point during the pendency of my application, I will notify my host and the Skadden Foundation immediately, to allow for the fair consideration of other candidates.

I understand that if awarded a Fellowship:

- I will devote my full working time, attention, and best efforts to the Fellowship. I will be employed full-time by my host organization over the Fellowship term, and 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.
- I will meet the Foundation's expectations of its Fellows, including the following: to attend the annual Fellowship Symposium each of the next three Springs; to promptly communicate with the Foundation regarding the Fellowship; to have a check-in by the one-year point in the Fellowship; and to provide a confidential evaluation to the Foundation at the conclusion of the Fellowship.

Law schools and host organizations occasionally request updates about or feedback on their applicants. CIRCLE "Do" or "Do not" BELOW to indicate whether you agree to allow the Skadden Foundation to discuss your Fellowship application with your host organization and/or law school. Do not leave these blank. Note that your answers will have no bearing on the selection process.

I **Do** OR **Do not** give the Foundation permission to discuss my application with my law school.

I **Do** OR **Do not** give the Foundation permission to discuss my application with my host.

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 2025:
 - a. We currently employ at least two full-time attorneys on staff who 1) devote the significant majority of their working time to civil legal advocacy and 2) are able to supervise the Fellowship project. We anticipate maintaining at least two such attorneys, not including the Fellow, during the two-year Fellowship term.
 - 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 (“Foundation”) upon request.
 - c. We have reviewed the guidelines of the 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 obligations:* If [_____] (“Applicant” or “Fellow”) is selected as a Skadden Fellow for the class of 2025:
 - a. We will offer employment and provide appropriate supervision 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. With respect to the Fellow, during the Fellowship, we shall be responsible to:
 - i. Pay or provide all applicable salary, benefits, and insurance. Withhold and pay all applicable federal, state, and local income or other taxes. Comply with all applicable laws regarding employment and employment practices.
 - ii. The Fellow’s starting salary shall be \$[____,____], and a salary of at least that amount shall be maintained throughout the Fellowship. We acknowledge that the starting gross salary must be at least \$65,000, unless the Host Organization can demonstrate it is **unable** to offer the \$65,000 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 of \$55,000 or more, in accordance with its collective bargaining obligations, and the Foundation will supply this lower amount in salary support.)
 - iii. Ensure that the Fellow is eligible to participate in, or is provided, as applicable, all fringe benefits required by law as well as all those offered to attorneys of the Fellow’s seniority employed by the Host Organization (e.g. leave, retirement contributions, vision insurance, transit, bar dues, etc.) EXCEPT any listed here: _____.
 - iv. Bear the cost of any salary, benefits, insurance, and work-related organizational expenses other than those provided by the Foundation, which are listed below in paragraph 3.
 - c. We acknowledge that, as a part of the Fellow’s Fellowship responsibilities, the Fellow will:
 - i. Attend a Fellowship Symposium in New York in early Spring (travel expenses to/from the Symposium will be paid directly by the Foundation). The Fellow shall not be required to utilize vacation or other time off to attend the Fellowship Symposium.
 - 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.

- d. 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. The 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.
- e. With respect to the Foundation, during the Fellowship, we shall be responsible to:
 - i. Complete the Foundation’s benefit worksheet within the reasonable deadlines provided and will update the benefit worksheet should the cost of covered benefits change.
 - ii. Upon request, supply the Foundation with documentation related to these costs, including but not limited to, copies of the Fellow’s paystubs and W2s.
 - iii. The following individual will serve as the primary HR / finance / benefits contact person (and we will update the contact information as necessary):
 Name and Title: _____
 Email: _____
 Phone: _____

- 3. *Foundation Financial Commitments:* If our applicant is awarded a Skadden Fellowship, the Foundation will provide our organization the following funds to support the Fellowship.
 - a. Quarterly, by a method chosen by the Foundation, a sum equal to a pro-rata portion of the following annual amounts:
 - i. \$65,000 in support of the Fellow’s salary. The Foundation reviews salary support annually and may subsequently increase the amount provided.
 - ii. The Host Organization’s portion of FICA (currently \$4,972.50).
 - iii. The sum of the full costs required to maintain the following benefits **at no cost to the Fellow**, if such categories of benefits are provided by us to our employees, and if elected by the Fellow:
 - 1) Medical and dental insurance for the Fellow and any dependents the Fellow elects; and
 - 2) Short-term disability insurance, long-term disability, and life insurance for the Fellow. If the Host Organization’s jurisdiction has a mandatory tax providing for paid leave, the Foundation will reimburse for such a tax.
 - b. For Host Organizations in the class of 2025 that provide their Fellow a starting salary of at least \$5,000 more than the Foundation’s salary support (so, currently, \$70,000 or more), as indicated in 2.b.ii. above, the Foundation will provide an annual supplementary payment of \$5,000.
 - c. With prior approval by the Foundation, the Foundation will reimburse us for reasonable expenses (up to \$2,000 over the course of the two-year Fellowship) for approved professional development opportunities for the Fellow that directly relate to the Fellow’s public interest work and are selected by the Fellow, where we do not have the means to fund the Fellow’s attendance. Examples may include training/conferences; purchases of relevant publications including treatises and professional periodicals; language training; and membership in relevant professional organizations or associations that provide information and training relevant to their area of practice. The Fellow shall not be required to utilize vacation or other time off to attend professional development opportunities sponsored by the Foundation.

- 4. I, the undersigned person, have the authority to sign this document and bind the Host Organization to each of the obligations set forth herein. All appropriate colleagues within the Host Organization have and will be made aware of and commit to the same.