

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 2027:
 - 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 Skadden Fellowship (“Fellowship”) project. We anticipate maintaining at least two such attorneys, not counting 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 (the “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.
 - d. We are an equal opportunity employer and do not discriminate against applicants or employees based on any legally impermissible factor including, but not limited to race, color, religion, sex, national origin, disability and veteran status.
2. *Fellowship obligations:* If _____ (“Applicant” or “Fellow”) is selected as a Skadden Fellow for the class of 2027:
 - a. We will employ and be solely responsible for training and supervising the Fellow for the project proposed in the Fellow’s application including, but not limited to, managing the Fellow’s performance and directing the time, location, manner and method of the work. The Fellow shall be subject to our employee policies and procedures. Nothing in this Host Organization Certification shall be construed to create a joint venture or partnership or a “single employer,” “joint employer,” “alter ego” or “co-employer” relationship or a principal-agent relationship between the Host Organization and Skadden, Arps, Slate, Meagher & Flom LLP (“Skadden”) or the Foundation.
 - b. With respect to the Fellow, during the Fellowship, we shall:
 - i. Pay or provide all applicable wages, benefits, and insurance, withhold and pay all applicable federal, state, and local income or other taxes, and comply with all applicable laws regarding employment and employment practices.
 - ii. Ensure the Fellow receives a minimum starting annual gross salary of \$_____, and the organization will maintain that amount or any future minimum amount paid for by the Foundation. We acknowledge that the Foundation may increase the starting salary (\$68,000 for Class of 2027) prior to and during the course of the Fellowship and we agree to increase the Fellow’s salary to any future minimum if increased and paid for by the Foundation. We

also acknowledge that the Fellow's starting salary may only be below the starting salary (\$68,000 for Class of 2027) if we are unable to provide the minimum salary due to an applicable collective bargaining agreement. In such case, we agree to **supply the collective bargaining agreement documenting the mandated salary scale along with this certification**, and will be permitted to pay an annual gross salary of no less than \$60,000, in accordance with such collective bargaining obligation. In such a case, the Foundation will supply the 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. 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 listed below in section 4.
- c. 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 and Phone: _____
 - iv. A backup person who will also respond to Foundation communications is:
Name and Title: _____
Email and Phone: _____

3. *Fellowship Terms:*

- a. The Skadden Foundation funds Fellows to achieve the goals of their proposed projects in service of their contemplated client communities. This means any work obligations for the Host Organization outside the contemplated Fellowship work (such as staff attorney work) should be minimal, must not impede the project work, and must contribute to the Fellow's professional development in furtherance of the Fellowship project goals. Any necessary, significant adjustments, or changes in supervision must be consistent with the project goals and should be raised with the Foundation in advance. The Foundation and Skadden play no role in individual case selection or the day-to-day work of the Fellow.
 - i. In or around January 2028, the Foundation's Executive Director will reach out to request a 30-minute meeting with the Fellow's supervisor and/or organizational leadership to check in on the Fellow's project and ensure the Fellow has the necessary support.
- b. We acknowledge that, as a part of the Fellow's Fellowship responsibilities, the Fellow will:
 - i. Attend a two-day Fellowship Symposium in New York each year (travel expenses to/from the Symposium will be paid directly by the Foundation).

- ii. Complete an impact summary and confidential evaluation of the Fellow's experience, to be provided to the Executive Director of the Foundation upon the completion of the Fellowship.
 - c. Fellow time off:
 - i. The Host Organization will provide leave (e.g. medical, family, bar study, vacation, and personal) and accommodations to the Fellow in accordance with the policies of the Host Organization and applicable laws.
 - ii. The Fellow shall not be required to utilize vacation or other time off to attend the Fellowship Symposium, or training(s) or professional development opportunities sponsored by the Foundation.
 - iii. The Host Organization or Fellow will notify the Foundation if the Fellow intends to take an extended leave of absence (i.e., longer than four weeks).
If the Fellow takes an approved extended unpaid leave of absence during the Fellowship, the Fellowship term will be extended so the Foundation supports 24 months of paid time.
 - d. Early conclusion of the Fellowship:
 - i. Should the Fellow's employment with the Host Organization terminate for any reason prior to the conclusion of the two-year Fellowship period, the Host Organization or Fellow shall notify the Foundation in writing as soon as possible, and any unspent funds shall be returned to the Foundation.
 - ii. If the Foundation determines that the Host Organization violated this certification or the Fellow breached the Fellowship Certification, the Foundation may, in its sole discretion, terminate the Fellowship payments to the Host Organization. In either case, the Host Organization shall return any unspent funds to the Foundation.
 - e. There is no agreement, oral or written, that directs that the grant funds be used for lobbying activities. We understand that if the Fellowship project may include lobbying activities, we must comply with the safe harbor provisions in Treas. Reg. § 53.4945-2(a)(6)(ii), including the documentation requirements of Treas. Reg. § 53.4945-2(a)(6)(iii).
4. *Foundation Financial Commitments:* If our applicant is awarded a Fellowship, the Foundation will provide the Host 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. \$68,000 (or lesser amount set forth in section 2(b)(ii) above) 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 \$5,202.00).
 - 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 the Host Organization to other similarly situated employees, and if elected by the Fellow or otherwise required by law:
 - 1) Medical and dental insurance for the Fellow and any dependents the Fellow elects; and
 - 2) Short-term disability insurance, long-term disability insurance, and life insurance for the Fellow.

- 3) If the Host Organization or its employees are required to contribute to a government paid family and/or medical leave program, the Foundation will reimburse the cost of such contributions required for the Fellow.
- b. Host Organizations in the class of 2027 that provide their Fellow a starting salary between \$70,000 and \$72,999 will receive a supplementary salary payment of \$2,000 per Fellowship year. Host organizations paying at least \$73,000 or above will receive a supplementary salary payment of \$5,000.00.
 - c. With prior approval by the Foundation, the Foundation will reimburse the Host Organization for reasonable expenses for pre-approved professional development opportunities for the Fellow that directly relate to the Fellow's public interest work and are selected by the Fellow, provided that the Host Organization does not have the means to fund the Fellow's attendance. Over the course of the two-year Fellowship, the Foundation may provide up to:
 - i. \$2,000 for training(s). 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.
 - ii. \$1,500 for one on-site learning opportunity designed by the Fellow, to visit a former Fellow with relevant experience, during the course of the two-year Fellowship.

I, the undersigned person, acknowledge that I have read and understood this Host Organization Certification. I certify that I have the authority to sign this document on behalf of the Host Organization and to 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 the obligations and commit to the same.

SIGNATURE on behalf of
HOST ORGANIZATION

PRINT NAME

TITLE

DATE