



Khoury, Cholla <ckhoury@nmag.gov>

Appointment Letter

Brittany Whited <brittany.whited@nyu.edu>

Fri, Sep 14, 2018 at 10:18 AM

To: anne.minard@gmail.com

Cc: "Khoury, Cholla" <ckhoury@nmag.gov>, Elizabeth Klein <elizabeth.klein@nyu.edu>, "Stein, Laura" <steinl@mercury.law.nyu.edu>

Anne,

Congratulations on your selection as a legal fellow in the New Mexico OAG! We are excited to work with you and honored you are willing to work with us!

Attached is your appointment letter from NYU and the State Energy & Environmental Impact Center, along with NYU's non-discrimination policy and your Labor Law form. I'm copying Laura Stein here, who is our primary HR contact at NYU and will help you through the on-boarding process. There will be additional forms for you to fill out, including your I9, all of which will be ably handled by Laura. She can also help as you figure out whether you want to take advantage of the NYU health benefits package.

If the attached appointment letter is acceptable, please sign it and the labor law form and send back to us, including Laura, who will then contact you about next steps.

Finally, sometime in your first week, please reach back out to me with your work email and phone number.

Thanks very much, and welcome!

Brittany Whited

State Energy & Environmental Impact Center
1015 15th St NW, Suite 600
Washington, DC
Cell: (857) 245-5199

3 attachments

 **Anne Minard LL195.pdf**
289K

 **Anne Minard State Impact Center Law Fellow Acceptance Letter.doc**
127K

 **Non-Discrimination-Anti-HarassmentPolicy-4.pdf**
140K

September 14, 2018



State Energy &
Environmental Impact Center
NYU School of Law

Anne Minard
1311 Rufina Lane Apt. 4
Santa Fe, NM 87507

Dear Anne:

I am pleased to extend an offer of employment to you as a Research Scholar, in the State Energy & Environmental Impact Center at New York University.

Secondment Arrangement

During your employment, you will be seconded to the New Mexico Attorney General's Office ("OAG") as a Special Assistant Attorney General. Pursuant to an agreement between the State Energy and Environmental Impact Center and the OAG, during your employment, you will be under the direction and control of, and owe a duty of loyalty to, the OAG, and will be subject to OAG policies regarding employee conduct. The OAG will provide additional details to you directly about the applicable policies.

Salary

Your annual base salary will be \$62,750 annually, paid over twelve months in equal installments on the first and the fifteenth of the month, and is subject to appropriate tax withholdings. This salary is inclusive of any future teaching assignments, if applicable.

Start Date

Your employment in this position shall commence on October 1, 2018 and is anticipated to end on October 1, 2020. This appointment may be extended upon mutual agreement.

Benefits

You will receive an email from the Benefits Office with a link to NYU's Benefits Overview Guide. The guide for Professional Research Staff contains instructions on how and when to enroll, comprehensive information on all benefit plans, dependent eligibility, employee contributions and more.

The Benefits Overview for full-time Professional Research Staff employees can be found by visiting the following web site: <http://www.nyu.edu/employees/benefit/full-time/Professional-Research-Staff-Code-103.html>.

If you plan to add dependent(s) to one of the NYU medical and/or dental plans, you are required to furnish proof of relationship, no later than the 31st day of employment, in order for coverage to remain in effect for your family member(s). Examples of acceptable documentation are: birth certificate, adoption papers, court order of guardianship/custody, marriage certificate, or your approved NYU Domestic Partner Registration form. Proof of relationship documents may be scanned and sent via e-mail to askpeoplelink@nyu.edu or may be mailed to NYU PeopleLink, 105 E. 17th Street, 1st floor, New York, NY 10003 or faxed to (212) 995-4333.

Policy Training

Attached to this letter are the University's Non-Discrimination and Anti-Harassment Policy and Complaint

Procedures for Employees. All employees are expected to participate in a harassment prevention program. "OEO101: Preventing Harassment on Campus" is an instructor led course that is offered each month for new employees. **All employees at NYU are expected to complete the harassment prevention program within 60 days of hire.** In addition to completing the OEO101 course, employees with supervisory responsibilities should also participate in "OEO102: Supervisor's Workshop," which immediately follows OEO101. All employees are also expected to complete the University's Preventing Campus Violence training program (HAS 001). You can register for these courses through the NYU iLearn portal.

Contingency

This offer of employment is contingent upon your eligibility to work in the United States. You are required to present original documentation that verifies your eligibility to work in the United States when your employment commences. On or before your first day of work, you will complete the entire Federal Form I-9 electronically as part of your new hire paperwork.

Probation

As an NYU employee, you will undergo a six-month probationary period. Information about NYU's probationary period and other policies may be found at: <http://www.nyu.edu/about/policies-guidelines-compliance/policies-and-guidelines/human-resources.html>.

At Will Employment

The terms of this letter do not imply employment for a specific period. Your employment is at will, which means that you, the OAG, or NYU can terminate your employment at any time, with or without cause. NYU and OAG can also withdraw or rescind this offer at any time prior to the commencement of work without restriction.

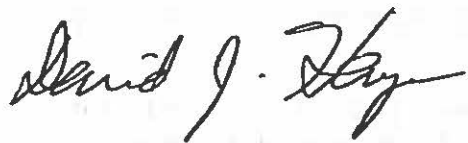
In addition to your at will status, continued employment in this position will be subject to the availability of grant funding.

In accepting this offer, you agree to abide by all NYU policies in effect, including but not limited to the conflicts of interest policies and intellectual property policies. These policies can be found on the NYU website at <http://www.nyu.edu>.

To indicate your acceptance of this offer, please sign this *offer letter* and fax or email it to Laura Stein, HR Administrator/Faculty at 212-992-8635 / Laura.Stein@nyu.edu. Laura will contact you to schedule an onboarding meeting around your start date.

Anne, I am delighted that you will be joining the legal fellowship team.

Sincerely,



David J. Hayes
Executive Director

Signature of Acceptance

Date

Employee Name Anne Minard



**Notice and Acknowledgement of Pay Rate and Payday
Under Section 195.1 of the new York State Labor Law
Notice for Exempt Employees**

FT/PT Administrators semi-monthly
Faculty < 50
FT/PT Researchers > FLSA minimum

1. Employer Information

Name:
New York University

Doing Business As (DBA) Name(s):
New York University

FEIN (optional):
13-5562308

Physical Address:
70 Washington Square South
New York, NY 10012

Mailing Address:
70 Washington Square South
New York, NY 10012

Phone: 212-443-8463

2. Notice given:

- ☒ At hiring
☐ On or before February 1
☐ Before a change in pay rate(s),
allowances claimed, or payday

3. Employee's pay rate(s): State if pay is
based on an hourly, salary, day rate,
piece rate, or other basis.

\$2,614.58 salary semi-monthly

Employers may not pay a non-hourly rate to
a non-exempt employee in the Hospitality
Industry, except for commissioned
salespeople.

4. Allowances taken:

- ☒ None
☐ Tips _____ per hour
☐ Meals _____ per meal
☐ Lodging _____
☐ Other _____

5. Regular payday: 1st & 15th of each
month

6. Pay is:

- ☐ Weekly
☐ Bi-weekly
☒ Other: Semi-monthly

7. Overtime Pay Rate: Most workers in
NYS must receive at least 1½ times their
regular rate of pay for all hours worked over
40 in a workweek, with few exceptions. A
limited number of employees must only be
paid overtime at 1½ times the minimum
wage rate, or not at all.

This employee is EXEMPT from overtime
under the following exemption (optional):

8. Employee Acknowledgement:

On this day, I received notice of my pay
rate, overtime rate (if eligible), allowances,
and designated payday. I told my employer
what my primary language is.

Check one:

☐ I have been given this pay notice in
English because it is my primary language.

☐ My primary language is _____
Please reissue this pay notice in my primary
language.

☐ My primary language is _____
I have been given this pay notice in English
only, because the Department of Labor
does not yet offer a pay notice form in my
primary language.

Employee Signature

Date

Laura Stein, HR Administrator/Faculty
Preparer Name and Title

**The employee must receive a signed
copy of this form. The employer must
keep the original for 6 years. Please
return original signed document to
Human Resources Records Office.**

POLICY

Non-Discrimination and Anti-Harassment Policy and Complaint Procedures for Employees

STATEMENT OF POLICY

New York University ("NYU" or the "University") is committed to maintaining an environment that encourages and fosters appropriate conduct among all persons and respect for individual values. Accordingly, the University is committed to enforcing this Non-Discrimination and Anti-Harassment Policy and Complaint Procedures at all levels in order to create an environment free from discrimination, harassment, retaliation and/or sexual assault. Discrimination or harassment based on race, gender and/or gender identity or expression, color, creed, religion, age, national origin, ethnicity, disability, veteran or military status, sex, sexual orientation, pregnancy, genetic information, marital status, citizenship status, or on any other legally prohibited basis is unlawful and undermines the character and purpose of the University. Such discrimination or harassment violates University policy and will not be tolerated.

Any form of retaliation against anyone who has complained of or formally reported discrimination, harassment, or sexual assault, or has participated in an investigation of such a complaint, regardless of whether the complaint relates to the complaining person or someone else, will not be tolerated, and violates both this policy and applicable law.

The University prohibits discrimination, harassment, retaliation, and sexual assault. The University expects management level personnel to serve as models of appropriate conduct for other employees, and will hold them to a higher standard of accountability. Management personnel must not only refrain from actions that violate this policy, but also refrain from any activity that would give the appearance of impropriety.

This policy applies to all employees of the University, and applies regardless of whether the alleged wrongdoer is an employee. Employees represented by a labor organization retain all rights under their collective bargaining agreements and labor law including the right to use the grievance process. This policy does not override any provisions of those collective bargaining agreements. Other policies apply to other members of the University community.

I. DEFINITIONS

A. Discrimination is adverse treatment of any employee based on the protected class or category of persons to whom he/she belongs, rather than on the basis of his/her individual merit, with respect to the terms, conditions, or privileges of employment including, but not limited to hiring, firing, promoting, disciplining, scheduling, training, or deciding how to compensate that employee.

B. Harassment is unwelcome verbal or physical conduct prohibited by law directed toward, or differential treatment of, an employee because of his/her membership in any protected group or on any other prohibited basis (e.g., race, gender and/or gender identity or expression, color, creed, religion, age, national origin, ethnicity, disability, veteran or military status, sex, sexual orientation, pregnancy, genetic information, marital status or citizenship status). The harasser can be the employee's supervisor, a supervisor in another area, a co-worker, or someone who is not an employee of the University, such as a client or customer.

Examples of such conduct include, but are not limited to:

- Offensive or degrading remarks, verbal abuse, or other hostile behavior such as insulting, teasing, mocking, degrading or ridiculing another person or group;
- Racial slurs, derogatory remarks about a person's accent, or display of racially offensive symbols;
- Unwelcome or inappropriate physical contact, comments, questions, advances, jokes, epithets or demands;
- Physical assault or stalking;
- Displays or electronic transmission of derogatory, demeaning or hostile materials; and
- Unwillingness to train, evaluate, assist, or work with an employee.

A hostile work environment results from harassing conduct that has the purpose or effect of unreasonably interfering with an employee's work performance, or creates an intimidating, hostile or offensive working environment.

Sexual harassment is a form of harassment that consists of making unwelcome sexual advances or requests for sexual favors, or engaging in other verbal or physical acts of a sexual or sex-based nature where such conduct interferes with the employee's work performance or creates an intimidating, hostile or offensive working environment.

Sexual harassment may also occur where a supervisor/manager demands that an employee/subordinate satisfy sexual demands in order to receive job benefits, to continue employment, or as a basis for making any other employment decision. Such sexual harassment occurs between a manager/supervisor and an employee due to the nature of the manager/subordinate relationship. A manager/supervisor for this purpose is someone who can affect or impact an employee's terms, conditions, or privileges of employment because he/she can take or impact action such as hiring, firing, promoting, disciplining, scheduling, training, or deciding how to compensate that employee.

C. Retaliation is any adverse action taken against an individual (applicant or employee) because he or she filed a charge of discrimination, complained to the University or a government agency about discrimination on the job, or participated in an employment discrimination proceeding (such as an internal investigation or lawsuit), including as a witness. Retaliation also includes adverse action taken against someone who is associated with the individual opposing the perceived discrimination, such as a family member.

Examples of retaliation include termination, demotion, refusal to promote, or any other adverse action that would discourage a reasonable person from opposing perceived discrimination.

D. Sexual assault is a sexual act against the will and without the consent of the employee-victim or where the employee-victim is incapable of giving consent. This includes conduct that would be considered criminal under the New York State Penal Code.

Discrimination, harassment, retaliation, and sexual assault are unacceptable in the workplace. This behavior violates University policy even when it does not constitute a violation of law.

II. REPORTING DISCRIMINATION, HARASSMENT, RETALIATION, OR SEXUAL ASSAULT

Any employee who believes that he or she has been a victim of discrimination, harassment, retaliation or sexual assault prohibited by this policy, or any employee who

has witnessed such discrimination, harassment, retaliation or sexual assault, should immediately report the circumstances in accordance with the procedure set forth below. The University may investigate any conduct that violates this policy, even in the absence of a complaint, and take remedial action where appropriate.

An employee may make a complaint to any of the individuals listed below:

- a) The Office of Equal Opportunity ("OEO"); or
- b) The Human Resources Officer of the relevant School or Administrative Department; or
- c) the Solutions Center; or
- d) Any supervisor; or
- e) If the alleged respondent is a faculty member, the Dean of the appropriate School or Faculty or the Dean's designee.

Complaints may be submitted to OEO by any of the following methods:

- By phone at 212-998-2352
- By e-mail at equal.opportunity@nyu.edu;
- By completing an on-line complaint form available at www.nyu.edu/eo; or
- By filing a complaint with an OEO professional staff member at the OEO, 726 Broadway, Rooms 719-721, New York, New York 10003.

A contact list for Human Resources Officers of each School and Department is available at <http://www.nyu.edu/eo> (<http://www.nyu.edu/content/nyu/en/about/policies-guidelines-compliance/equal-opportunity.html>).

All complaints under this policy will be referred to the Human Resources Officer of the appropriate School or Department for investigation and resolution. If the Human Resources Officer has a personal relationship with the accused individual or otherwise has a conflicting interest, he or she must forward it to the OEO.

Note to Libraries Division Employees: All Libraries Division employees' complaints will be referred to the OEO for investigation.

The University encourages prompt reporting of complaints so that it may respond appropriately and conduct an investigation while the matter is freshest in witnesses' memory and other evidence is most likely to be available. There is no fixed deadline for reporting discrimination, harassment, retaliation or sexual assault complaints. Because it is not always easy to interpret words or actions, employees are further encouraged to bring forward any concerns under this policy before they rise to the level of violating the law.

Responsibilities of Managers and Supervisors

It is imperative that managers and supervisors set the tone for the enforcement of this policy. Managers and supervisors have a special obligation not to engage in discrimination, harassment, retaliation or sexual assault. All management and supervisory personnel have an affirmative duty and are required to promptly report any discrimination, harassment, retaliation or sexual assault that they observe, learn about from others, or reasonably suspect has occurred with respect to an employee.

III. INVESTIGATION AND DISPOSITION OF COMPLAINTS

(a) The Investigation

The University will conduct a prompt, thorough and impartial investigation of a complaint as necessary and appropriate. The University will make every effort to complete its investigation within thirty (30) days of a report of discrimination or harassment. The investigator may find it necessary to extend the time period for completing an investigation in some circumstances. The investigator will provide the complainant, the alleged wrongdoer, and the business unit head with notice of any extension and give them a new timetable for completion of the investigation.

The investigation will include an interview with the alleged employee-victim. It also may include interviews with the person who made the initial report, the complainant (if not the alleged victim), the alleged wrongdoer and/or any other person who may have information regarding the incident, each of whom is encouraged to cooperate with any investigation. The investigator may also review relevant documents.

The investigation process is strictly internal to NYU. Any union represented employee retains his or her right to have union representation during the investigation process.

(b) Findings and Recommendations

The investigator will report his or her findings to the person who made the initial report, the alleged victim of discrimination, harassment, retaliation or sexual assault, the alleged wrongdoer, and relevant managers and supervisors.

Where the investigator concludes that a violation of this policy has occurred, the relevant School or Department will take prompt and appropriate remedial action, including disciplinary action. Depending on the circumstances, disciplinary action may include (but is not limited to): reprimand/verbal counseling, training, censure, removal of privileges, letters of warning or suspension, and dismissal. Discipline for a violation of this policy need not be progressive, so a first violation of this policy may warrant suspension or discharge.

(c) The Investigatory File

Every complaint will trigger the creation of an investigatory file. The investigatory file will consist of the initial complaint, the final investigative report, including a record of the remedial action to be taken, if any, and any documents created or used during the investigation.

For the duration of the investigation, the Human Resource Officer will maintain the investigatory file. Upon completion of the investigation, the Human Resource Officer will transfer the file to the OEO. Additionally, the OEO will record and maintain complaints in a database management file consistent with the NYU fiscal year (September 1st – August 31st). The OEO will maintain records of all complaints for a period of seven (7) years after the conclusion of an investigation.

(d) Responsibilities of Managers and Supervisors

In cases where an investigation confirms a violation of this policy, management in the appropriate School or Department must ensure that the prescribed remedial action, including disciplinary action, is implemented. Managers must provide confirmation to their Human Resources Officer within 14 days that the recommended action has occurred. Only upon such confirmation will the Human Resource Officer close the investigatory file and forward it to the OEO. Management is also responsible for regular monitoring to ensure that all remedial and/or disciplinary steps are completed and no further discrimination or harassment occurs in the work environment.

IV. CONFIDENTIALITY

The University will maintain the confidentiality of the complaint, and the privacy of the persons involved, to the greatest extent possible, consistent with its goal of conducting a thorough and complete investigation and to the extent permitted by law.

V. NON-RETALIATION

The University will not in any way retaliate against an individual who reports a perceived violation of this policy, participates in any investigation, or otherwise opposes

perceived discrimination, harassment, or retaliation, including as a witness. It will also not retaliate against anyone associated with the individual who engages in such protected conduct, such as a family member. NYU further will not tolerate retaliation by any employee. Retaliation is a serious violation of this policy, as well as federal, state, and local law. Anyone who believes he/she is a victim of retaliation should report the matter immediately according to the same procedure provided in this policy for making complaints of discrimination, harassment, or sexual assault. Any person found to have retaliated against another individual will be subject to the same disciplinary action provided under this policy for other violations.

VI. SEXUAL ASSAULT

The medical, emotional, and legal needs of a sexual assault victim may differ from those of other harassment complainants. Sexual assault victims who are employees should, therefore, in addition to filing a complaint under this policy, report the assault to the police and pursue counseling and other services available at the University. Student employees may consult the Wellness Exchange at 212-443-9999 for guidance on medical and counseling services. Employees should consult the Carebridge Corporation at 1-800-437-0911 for guidance on medical and counseling service referrals.

VII. CONSENSUAL RELATIONSHIPS

Consensual relationships involving sexual behavior that is welcome and voluntary do not constitute sexual harassment under the law. Romantic relationships in situations where one individual has greater power or authority over another, however, frequently result in claims of harassment when the relationship ends, and perceptions of favoritism while they continue. Such relationships are inappropriate. A "consensual" relationship between a supervisor and a subordinate is an example of an inappropriate relationship. If a consensual relationship occurs, any situation of authority must be discontinued and appropriate action may be taken.

This policy does not form a contract of any kind. Any comments or suggestions concerning this policy should be forwarded to the Executive Director of the Office of Equal Opportunity at equal.opportunity@nyu.edu.

About This Policy

Effective Date: August 12, 2012

Issuing Authority: Diane Yu, Deputy President

Responsible Officer: Mary Signor, Executive Director, Office of Equal Opportunity

Office Name: Office of Equal Opportunity



Purpose of the Policy (javascript:displayOrHideFormSection('a1a'); changeBtna('qc1a','q1-btna','q1a'))

New York University is committed to maintaining a learning and working environment that is free of bias, prejudice, and harassment - an environment that supports, nurtures, and rewards career and educational advancement on the basis of ability and performance. Harassment based upon race, gender and/or gender identity or expression, color, creed, religion, age, national origin, ethnicity, disability, veteran or military status, sex, sexual orientation, marital status, citizenship status, or any other legally protected basis is prohibited by law and undermines the character and purpose of the University. Such harassment is illegal and against University policy, and will not be tolerated.



Who needs to know this policy (javascript:displayOrHideFormSection('a2a'); changeBtna('qc2a','q2-btna','q2a'))

Employees in codes 100/110, 102/112, 103/113, 104/114, 106/116, 107/117, 115, 111, 101, 130, 131.



Policy Definitions (javascript:displayOrHideFormSection('a3a'); changeBtna('qc3a','q3-btna','q3a'))

Any comments or suggestions concerning this policy should be forwarded to the Executive Director of the Office of Equal Opportunity at equal.opportunity@nyu.edu (<mailto:equal.opportunity@nyu.edu>).

**Employee Secondment Agreement between the Office of the New Mexico Attorney
General and the
State Energy & Environmental Impact Center at NYU School of Law**

This AGREEMENT ("Agreement") is entered into as of March 9, 2018 by and between NEW YORK UNIVERSITY ("NYU"), a New York not-for-profit education corporation, on behalf of the NYU School of Law's State Energy and Environmental Impact Center (the "State Impact Center"), and the Office of the New Mexico Attorney General.

WHEREAS, The State Impact Center seeks to provide a supplemental, in-house resource to state attorneys general and their senior staffs on clean energy, climate change and environmental matters of regional and national importance; and

WHEREAS, As part of its activities, the State Impact Center conducts a legal fellowship program ("Legal Fellowship Program"), which seeks to provide attorneys to act as fellows in the offices of certain state attorneys general ("Legal Fellows"); and

WHEREAS, The Office of the New Mexico Attorney General has been selected by the State Impact Center to participate in Legal Fellowship Program; and

WHEREAS, The Office of the New Mexico Attorney General has the authority consistent with applicable law and regulations to accept a Legal Fellow whose salary and benefits are provided by an outside funding source.

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the State Impact Center and Office of the New Mexico Attorney General agree to the following:

A. Terms of Service for the Legal Fellowship Program at the Office of the New Mexico Attorney General:

1. The State Impact Center will provide the services of two attorneys to the Office of the New Mexico Attorney General to act as a Legal Fellows.
2. The specific start and end dates for services will be determined with the mutual agreement between the Legal Fellow, the Office of the New Mexico Attorney General, and the State Impact Center, provided, however, that the term of the fellowship will be for one year with the expectation that a second one-year term will follow after mutual agreement among the parties. (the "Fellowship Period").
3. During the Fellowship Period, the Legal Fellow will be under the direction and control of, and owe a duty of loyalty to, the Office of the New Mexico Attorney General, and will be subject to the Office of the New Mexico Attorney General's policies regarding employee conduct, including the policies regarding time and attendance, outside activities, conflicts of interests, and confidentiality. The Legal

- Fellow will receive instruction and materials regarding these requirements from the Office of the New Mexico Attorney General at the commencement of his or her fellowship.
4. During the Fellowship Period, salary and benefits will be provided to the Legal Fellow by the NYU School of Law.
 5. The Office of the New Mexico Attorney General may terminate the services of the Legal Fellow upon seven (7) days' written notice to the State Impact Center, provided that the Office of the New Mexico Attorney General will attempt to resolve any performance or other issues involving the Legal Fellow with the Legal Fellow and the State Impact Center before terminating the services of the Legal Fellow. The State Impact Center may terminate this Agreement for any reason upon seven (7) days' written notice to the Office of the New Mexico Attorney General.
 6. The Office of the New Mexico Attorney General will indemnify, defend and hold NYU, its officers, directors, agents, and employees harmless from any claims, causes of action, or judgments arising out of (1) the negligent or intentional acts or omissions of the Office of the New Mexico Attorney General, its officers, agents or employees, and the Legal Fellow during the Fellowship Period and while the Legal Fellow is subject to the direction and control of the Office of the New Mexico Attorney General under this Agreement or (2) the Office of the New Mexico Attorney General's breach of this Agreement. The State Impact Center will indemnify, defend and hold the Office of the New Mexico Attorney General harmless from any claims, causes of action, or judgments arising out of the State Impact Center's breach of this Agreement.

B. Nature of the Fellowship Position at the Office of the New Mexico Attorney General

1. During the Fellowship Period, the Office of the New Mexico Attorney General will provide the Legal Fellow the title of commissioned Special Assistant Attorney General.
2. The Office of the New Mexico Attorney General will assign the Legal Fellow substantive work and responsibility matching that of other attorneys in the agency with similar experience and background. The Legal Fellow's substantive work will be primarily on matters relating to clean energy, climate change, and environmental matters of regional and national importance.
3. The Office of the New Mexico Attorney General will aim to include the Legal Fellow in the range of its work where possible, such as strategy discussions and court appearances.
4. The Office of the New Mexico Attorney General will afford the Legal Fellow the opportunity to partake in the extensive legal education, including CLEs, offered by

the Office of the New Mexico Attorney General to its attorneys.

5. During the Fellowship Period, the Legal Fellow will be an employee of NYU.

C. Prohibited Activity

1. The Office of the New Mexico Attorney General may not request or permit the Legal Fellow to engage in any activities that would constitute any of the following:
 - a. to carry on propaganda, or otherwise attempt to influence any specific legislation through (i) an attempt to affect the opinion of the general public or any segment thereof or (ii) communication with any member or employee of a legislative body, or with any other governmental official or employee who may participate in the formulation of the legislation (except technical advice or assistance provided to a governmental body or to a committee or other subdivision thereof in response to a written request by such body, committee or subdivision), other than through making available the results of non-partisan analysis, study or research;
 - b. To engage in any other activity that may constitute lobbying under federal, state, or local laws or regulations;
 - c. to influence the outcome of any specific public election; or
 - d. to support the election or defeat of a candidate for public office, finance electioneering communications, register prospective voters or encourage the general public or any segment thereof to vote in a specific election.
2. The Office of the New Mexico Attorney General may not request or permit the Legal Fellow to participate in any matter that involves New York University or any of its affiliates; and, to the extent that the Office of the New Mexico Attorney General participates in a matter that involves New York University or any of its affiliates, the Office of the New Mexico Attorney General will create an ethical wall between the Legal Fellow and the Office of the New Mexico Attorney General with regard to the matter to ensure that the Legal Fellow has access to no information relating to the matter.
3. The Office of the New Mexico Attorney General has determined that NYU's payment of salary and benefits to the Legal Fellow and the provision of services by the Legal Fellow to the Office of the New Mexico Attorney General do not constitute an impermissible gift under applicable law or regulation. No part of this agreement is intended to induce Office of the New Mexico Attorney General to undertake or refrain from undertaking any action within the purview of Office of the New Mexico Attorney General. Office of the New Mexico Attorney General retains sole discretion to determine whether to undertake any action, including any actions relating to clean energy, climate change, and environmental matters of regional and national

importance or involving New York University or any of its affiliates.

D. Communications and Reporting

1. The State Impact Center will not have a proprietary interest in the work product generated by the Legal Fellow during the fellowship. The State Impact Center will not be authorized to obtain confidential work product from the Legal Fellow unless the Legal Fellow has obtained prior authorization from the Legal Fellow's supervisor at the Office of the New Mexico Attorney General.
2. Notwithstanding the above, the Office of the New Mexico Attorney General will provide periodic reports to the State Impact Center regarding the work of the Legal Fellow. These reports will include a narrative summary, subject to confidentiality restrictions, of the work of the legal fellow and the contribution that the legal fellow has made to the clean energy, climate change, and environmental initiatives of the Office of the New Mexico Attorney General. These reports will be provided pursuant to the following schedule:
 - a. Activity for the period from the beginning of the Fellowship Period until April 30, 2018 will be provided no later than May 1, 2018.
 - b. Activity for the period from May 1, 2018 through July 31, 2018 will be provided no later than August 1, 2018.
 - c. Activity for the period from August 1, 2018 through January 31, 2019 will be provided no later than February 1, 2019.
 - d. A final report for activity from the beginning of the Fellowship Period until the end of the Fellowship Period will be provided within five (5) business days of the end of the Fellowship Period.
3. The Office of the New Mexico Attorney General acknowledges that New York University may be required to make filings or disclosures that reference the Office of the New Mexico Attorney General, the Legal Fellow, or the Legal Fellowship Program, and that the Office of the New Mexico Attorney General is not required to review or approve any such filings except where New York University requests such review or approval.
4. In addition to the formal reporting requirements, the Office of the New Mexico Attorney General and the Legal Fellow will collaborate with the State Impact Center on clean energy, climate change, and environmental matters in which the Legal Fellow is engaged, including coordination on related public announcements.
5. Notifications to the Office of the New Mexico Attorney General relating to this agreement should be directed to Cholla Khoury, Consumer & Environmental Protection Director.

6. Notifications to the State Impact Center relating to this agreement should be directed to Elizabeth Klein, Deputy Director, State Energy & Environmental Impact Center, NYU School of Law, 1015 15th Street NW, Ste. 600, Washington, DC 20005, 202-641-8364, Elizabeth.klein@nyu.edu.

E. Miscellaneous

1. This Agreement constitutes the complete understanding of the parties and supersedes any other agreements between the parties. No amendment to this Agreement will be valid and binding unless reduced to writing and signed by the parties.
2. This agreement shall not be assigned by either party without the consent of the other party.
3. This Agreement may be executed in multiple counterparts, each of which will be fully effective as an original and all of which together will constitute the same document. The parties may exchange of copies of this Agreement and signature pages in electronic form.

Dated: March 9, 2018

New York University

By: 

David J. Hayes
Executive Director
State Energy & Environmental Impact Center
NYU School of Law
1015 15th Street NW Ste 600
Washington, DC 20005
david.hayes@nyu.edu

Dated: March 9, 2018

New Mexico - Office of the Attorney General

By: 

Name: Cholla Khoury
Title: Director, Consumer & Environmental Protection
Division