

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

This AGREEMENT ("Agreement") is entered into as of January \_\_, 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 Attorney General for the State of Illinois ("AGO").

**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 AGO has been selected by the State Impact Center to participate in Legal Fellowship Program; and

**WHEREAS**, The AGO 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 AGO agree to the following:

**A. Terms of Service for the Legal Fellowship Program at the AGO:**

1. The State Impact Center will provide the services of one attorney to the AGO to act as a Legal Fellow.
2. The specific start and end dates for services will be determined with the mutual agreement between the Legal Fellow, the AGO, 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 AGO, and will be subject to the AGO'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 AGO 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. When acting as a Assistant Attorney General, AGO considers the fellow to be an "employee" of the state for purposes of the defense and indemnification provisions found in the Illinois State Employee Indemnification Act, 5 ILCS 350.
6. After having attempted to resolve any performance or other issues involving the Legal Fellow and providing notice to the State Impact Center, the AGO may terminate the services of the Legal Fellow in the event the Legal Fellow is not performing at an adequate level. The State Impact Center may terminate this Agreement for any reason upon seven (7) days' written notice to the AGO.

#### **B. Nature of the Fellowship Position at the AGO**

1. During the Fellowship Period, the AGO will provide the Legal Fellow the title of Assistant Attorney General, if the Legal Fellow is licensed to practice law by the Supreme Court of Illinois and if such designation is consistent with AGO conflict of interest policies.
2. The AGO will assign the Legal Fellow substantive work primarily on matters relating to clean energy, climate change, and environmental matters of regional and national importance.
3. The AGO will aim to include the Legal Fellow in the range of its work where possible, such as strategy discussions and court appearances.
4. The AGO will afford the Legal Fellow the opportunity to partake in the extensive legal education, including CLEs, offered by the AGO to its attorneys.

#### **C. Prohibited Activity**

1. The AGO 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 AGO may not request or permit the Legal Fellow to participate in any matter that involves New York University or any of its affiliates as a defendant or opposing party; and, to the extent that the AGO participates in a matter that involves New York University or any of its affiliates as a defendant or opposing party, the AGO will create an ethical wall between the Legal Fellow and the AGO with regard to the matter to ensure that the Legal Fellow has access to no information relating to the matter.
3. The AGO 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 AGO do not constitute an impermissible gift under applicable law or regulation. No part of this agreement is intended to induce AGO to undertake or refrain from undertaking any action within the purview of AGO. AGO 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 AGO.
2. Notwithstanding the above, the AGO 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 AGO. 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 AGO acknowledges that New York University may be required to make filings or disclosures on that reference the AGO, the Legal Fellow, or the Legal Fellowship Program, and that the AGO 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 AGO 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 AGO relating to this agreement should be directed to Ann Spillane, Chief of Staff, Office of the Illinois Attorney General.
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  
c/o Resources for the Future  
1616 P Street NW  
Washington, DC 20038  
202-328-5186  
Elizabeth.klein@nyu.edu

#### **E. Miscellaneous**

1. This Agreement constitutes the complete understanding of the parties and supersedes any other agreements between the parties and shall be governed by the laws State of New York. 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: January 22, 2018

New York University

By: [REDACTED]  
David J. Hayes  
Executive Director  
State Energy & Environmental Impact Center  
NYU School of Law  
c/o Resources for the Future  
1616 P Street NW  
Washington, DC 20036  
202-328-5052  
[david.hayes@nyu.edu](mailto:david.hayes@nyu.edu)

Dated: January 16, 2018

Illinois State Office of the Attorney General

By: [REDACTED]  
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