

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

This AGREEMENT (“Agreement”) is entered into as of May 24, 2019, 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 Minnesota 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 Minnesota Attorney General has been selected by the State Impact Center to participate in the Legal Fellowship Program; and

**WHEREAS**, The Office of the Minnesota 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 Minnesota Attorney General agree to the following:

**A. Terms of Service for the Legal Fellowship Program at the Office of the Minnesota Attorney General:**

1. The State Impact Center will provide the services of one attorney to the Office of the Minnesota Attorney General to act as a Legal Fellow. The Office of the Minnesota Attorney General shall retain the ultimate discretion and authority to recruit and select the Legal Fellow. The Legal Fellow will be employed by the State Impact Center, on assignment to the Office of the Minnesota Attorney General, and shall not be an employee of the Office of the Minnesota Attorney General.
2. The specific start and end dates for services will be determined with the mutual agreement between the Legal Fellow, the Office of the Minnesota 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 Minnesota Attorney General, and will be subject to the Office of the Minnesota Attorney General's policies regarding workplace 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 Minnesota 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. The Office of the Minnesota Attorney General will not provide compensation or benefits to the Legal Fellow.
5. The Office of the Minnesota Attorney General is self-insured with respect to professional liability, and is subject to the provisions, limitations, and exclusions of the Minnesota Tort Claims Act, Minn. Stat. § 3.736, *et seq.* When acting in the course and scope of duties as a Special Assistant Attorney General, the Office of the Minnesota Attorney General considers the Legal Fellow to be volunteer under Minn. Stat. § 3.732, subd. 1(2) and accordingly subject to the defense, indemnification, and immunity provisions of the Minnesota Tort Claims Act.
6. The Office of the Minnesota Attorney General may terminate the services of the Legal Fellow at its discretion for any reason upon seven (7) days' written notice to the State Impact Center, provided that the Office of the Minnesota 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 Minnesota Attorney General.
7. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The Office of the Minnesota Attorney General's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes section 3.736 and other applicable laws.

#### **B. Nature of the Fellowship Position at the Office of the Minnesota Attorney General**

1. During the Fellowship Period, the Office of the Minnesota Attorney General will provide the Legal Fellow the title of Special Assistant Attorney General.
2. The Office of the Minnesota Attorney General will assign the Legal Fellow substantive work and responsibility matching that of other attorneys in the office 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 Minnesota 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 Minnesota Attorney General will afford the Legal Fellow the opportunity to partake in the extensive legal education, including CLEs, offered by the Office of the Minnesota Attorney General to its attorneys.

### **C. Prohibited Activity**

1. The Office of the Minnesota 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 Minnesota 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 Minnesota Attorney General participates in a matter that involves New York University or any of its affiliates, the Office of the Minnesota Attorney General will create an ethical wall between the Legal Fellow and the Office of the Minnesota 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 Minnesota 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 Minnesota Attorney General do not constitute an impermissible gift under applicable law or regulation. No part of this agreement is

intended to induce the Office of the Minnesota Attorney General to undertake or refrain from undertaking any action within the purview of the Office of the Minnesota Attorney General. The Office of the Minnesota 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**

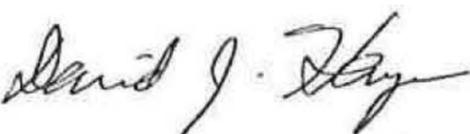
1. The State Impact Center will not have a proprietary interest in the work product generated by the Legal Fellow during the fellowship. The State Impact Center will not be authorized to obtain confidential work product from the Legal Fellow unless the Legal Fellow has obtained prior authorization from the Office of the Minnesota Attorney General.
2. The Office of the Minnesota Attorney General acknowledges that New York University may be required to make filings or disclosures that reference the Office of the Minnesota Attorney General, the Legal Fellow, or the Legal Fellowship Program, and that the Office of the Minnesota Attorney General is not required to review or approve any such filings except where New York University requests such review or approval and except as required by applicable law.
3. Notifications to the Office of the Minnesota Attorney General relating to this agreement should be directed to John Keller, Chief Deputy.
4. Notifications to the State Impact Center relating to this agreement should be directed to Elizabeth Klein, Deputy Director, State Energy & Environmental Impact Center at NYU School of Law, 1015 15th Street NW, Suite 600, Washington, DC 20005; 202-641-8364; [Elizabeth.klein@nyu.edu](mailto: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 copies of this Agreement and signature pages in electronic form.

Dated: May \_\_\_\_, 2019

New York University

By: 

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David J. Hayes  
Executive Director  
State Energy & Environmental Impact Center

Dated: May 28, 2019

Office of the Minnesota Attorney General

By: 

Name: Liz Kramer  
Title: Solicitor General – State of Minnesota

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