

**LEXSCHOLARS POST-BACCALAUREATE PROGRAM
PARTICIPATION AGREEMENT
BY AND BETWEEN**

ACCESSLEX INSTITUTE

AND

[INSERT NAME]

This Participation Agreement (“Agreement”) is made and entered into as of [INSERT DATE] (“Effective Date”) by and between **AccessLex Institute**, a non-stock corporation organized under the laws of the state of Delaware, with a principal place of business at 10 North High Street, Suite 400, West Chester, PA 19380 (“AccessLex”) and [INSERT NAME], with an address at [INSERT ADDRESS] (“Program Scholar”) (each a “party,” and collectively, “the parties”).

RECITALS:

WHEREAS, AccessLex is engaged in the business of furthering access, affordability and the value of legal education and conducts research in support of its mission;

WHEREAS, AccessLex, through its Center for Legal Education Excellence, seeks to provide opportunities to study law for applicants from underrepresented backgrounds, while conducting a study designed to explore and develop sustainable models for increasing law school diversity (the “Post-Baccalaureate Program”).

WHEREAS, the Post-Baccalaureate Program contemplated by this Agreement is of mutual interest and benefit to AccessLex and Program Scholar, and will further the strategic and research objectives of AccessLex in a manner consistent with its status as a non-profit, tax-exempt organization;

WHEREAS, AccessLex wishes to use Program Scholar’s services as defined below; and,

WHEREAS, Program Scholar is willing to render such services, to agree to certain conditions of participation as detailed below, and to devote Program Scholar’s best efforts to participation in the Post-Baccalaureate Program upon the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of these premises and the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

Section 1. SERVICES AND COMPENSATION.

- a. Program Scholar agrees to provide the services described in Schedule A attached hereto, subject to and in accordance with the Program Scholar’s promises and representations, which are further detailed in Schedule A. The services and promises/representations shall be collectively referred to herein as the “Services”.
- b. AccessLex agrees to compensate Program Scholar as outlined in Schedule A, subject to any provision of this Agreement.

- c. Program Scholar acknowledges and agrees that the compensation described under this Section 1 represents AccessLex's full and complete obligation for any and all Services to be rendered by Program Scholar under this Agreement and that AccessLex will not reimburse or compensate Program Scholar for any other costs or expenses incurred in connection with Program Scholar's participation in the Post-Baccalaureate Program.
- d. Program Scholar will use Program Scholar's best efforts in the performance of the Services, will perform the Services in a diligent, conscientious and reasonable manner and will cooperate with AccessLex's personnel, contractors and other third parties involved in the Post-Baccalaureate Program.
- e. Program Scholar acknowledges and agrees that failure to perform the Services as agreed, or the breach of any other provision of the Agreement by Program Scholar may result in (1) the termination of this agreement, (2) the forfeiture of the right to any future payments or resources hereunder or otherwise, and (3) the right of AccessLex to exercise additional remedies against Program Scholar.

Section 2. TERM AND TERMINATION.

- a. The Agreement will begin on the Effective Date and will terminate on September 1, 2026, unless terminated earlier pursuant to the terms of this Agreement.
- b. AccessLex may terminate this Agreement immediately on notice to Program Scholar if Program Scholar fails to perform the Services as agreed or breaches any provision of this Agreement.

Section 3. CONFIDENTIALITY.

- a. During the term of this Agreement, each party acknowledges and agrees that the other party will have access to data and information that is confidential and proprietary to the other party, including Program Scholar's personal information ("Confidential Information").
- b. All such Confidential Information made available to, disclosed to, or otherwise made known to Program Scholar in connection with this Agreement shall be considered the sole property of AccessLex. Confidential Information may be used by Program Scholar only for purposes of performing the obligations of Program Scholar hereunder. Program Scholar shall not disclose Confidential Information to any third party without the prior written consent of AccessLex and shall not use or duplicate any proprietary information belonging to or supplied by AccessLex, except as authorized by AccessLex.
- c. All Confidential Information provided by Program Scholar, including without limitation, Program Scholar's participation in the Post-Baccalaureate Program, Program Scholar's name, address, telephone number, e-mail addresses, academic and matriculation information, etc., will be kept confidential by AccessLex and used only in connection with the Post-Baccalaureate Program, except as described below. Program Scholar acknowledges and agrees that AccessLex (1) may share Program Scholar's Confidential Information with Program Scholar's educational institution(s) and program contractors; and (2) reserves the right to use any anonymized information derived from Program Scholar's Confidential Information (information that is aggregated in such a manner with

other information such that the identity of Program Scholar cannot reasonably be ascertained) for research purposes, including the basis for publication and design of future study in this or other research subject matter areas.

- d. These confidentiality and non-disclosure obligations shall remain in effect following the expiration or earlier termination of this Agreement.

Section 4. CONFLICT OF INTEREST.

Program Scholar represents and warrants that Program Scholar has no business, professional, personal or other interest that would conflict with the performance of Program Scholar's obligations under this Agreement.

Section 5. INDEPENDENT CONTRACTOR STATUS.

- a. Program Scholar agrees and acknowledges that Program Scholar is acting as an independent contractor in performing the Services and for all other purposes under this Agreement and that the relationship between Program Scholar and AccessLex will not constitute a partnership, joint venture or agency. Program Scholar is not an employee, agent or legal representative of AccessLex and has no authority, express or implied, to represent AccessLex or to enter into any contracts or assume any liabilities on behalf of AccessLex.
- b. AccessLex will treat Program Scholar as an independent contractor for purposes of all local, state and federal tax laws and file forms consistent with that status. Program Scholar will be solely and unconditionally responsible for all contributions to and payment of social security, unemployment insurance, disability benefits, retirement benefits, federal, state or local withholding taxes. Program Scholar acknowledges and agrees that Program Scholar is not entitled to any of the benefits provided by AccessLex to AccessLex employees, including, without limitation, any pension or retirement benefits, sick leave, vacation, jury duty pay, health, sickness, accident or dental insurance coverage, life insurance, disability benefits, unemployment insurance coverage, workers' compensation coverage, bonus, severance, accidental death and dismemberment coverage or any other benefits now or hereafter provided by AccessLex to any of its employees.

Section 6. REPORTING.

Program Scholar agrees to cooperate with AccessLex with regard to the provision of data and information about Program Scholar, as detailed in Schedule A hereto.

Section 7. NOTICES.

Any notice, request, demand, waiver, consent, approval or other communication that is required or permitted under this Agreement will be in writing and will be deemed given only if delivered personally or sent by electronic mail or by certified mail, return receipt requested and postage prepaid, or by Federal Express or a comparable overnight delivery service, addressed to the parties as follows:

If to AccessLex Institute:
AccessLex Institute

Attention: Tiffane Cochran
440 First Street, NW
Suite 550
Washington, DC 20001
Email: research@accesslex.org

With a copy to:
AccessLex Institute
Attention: Legal Department
10 North High Street
Suite 400
West Chester, PA 19380
Email: legalnotices@accesslex.org

If to Program Scholar:
[INSERT NAME]
[INSERT ADDRESS]
[EMAIL ADDRESS]

Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so delivered, or on the third business day after deposit in the United States mail, or on the first business day after acceptance by Federal Express or a comparable overnight delivery service.

Section 8. MISCELLANEOUS.

- a. **Assignment and Subcontracting.** Neither party will assign or subcontract this Agreement or any of its rights or obligations without the prior written consent of the other party, except that AccessLex, without the consent of Program Scholar, may assign this Agreement to any corporate affiliate or subsidiary, or in connection with a merger, acquisition or sale of all or substantially all of AccessLex's assets. Any attempted assignment by Program Scholar in violation of this Section will be void.
- b. **Governing Law, Waiver and Forum.** This Agreement and the rights and obligations of the parties under it will be governed by and constructed under the laws of the State of Delaware, without reference to its principles of choice of law. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no waiver will be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party under this Agreement of any term or condition of this Agreement, in any one or more instances, will be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by law or otherwise afforded, will be cumulative and not alternative. Any dispute under this Agreement will be brought, as appropriate, in the federal courts located in Philadelphia, Pennsylvania or state courts located in Chester County, Pennsylvania, and each party acknowledges jurisdiction over it in these courts.
- c. **Construction.** Except where the context otherwise requires, wherever used, the singular will include the plural, the plural the singular, the use of any gender will be applicable to all genders and the word "or" is used in the inclusive sense. The captions of this Agreement are for convenience of reference only and in no way define, describe, extend

or limit the scope or intent of this Agreement or the intent of any provision contained in this Agreement. The language of this Agreement will be deemed the language mutually chosen by the parties and no rule of strict construction will be applied against either party hereto.

- d. **Entire Agreement; Modifications; Severability.** This Agreement, including Schedule A, sets forth the entire agreement and understanding between the parties and supersedes any prior written or oral agreements between them. Each party confirms that it is not relying on any representations or warranties of the other party except as specifically set forth herein. No amendment, modification, release or discharge hereof will be binding upon the parties unless in writing and duly executed by authorized representatives of both parties. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, the remaining parts shall continue to be valid and enforceable.
- e. **No Benefit to Others.** The provisions set forth in this Agreement are for the sole benefit of the parties hereto and their successors and permitted assigns, and they will not be construed as conferring any rights on any other persons.
- f. **Survival.** The respective rights and obligations of the parties set forth in the sections of this Agreement relating to Independent Contractor Status and Confidential Information will indefinitely survive the expiration or termination of this Agreement to the extent necessary to the intended preservation of such rights and obligations.
- g. **Counterparts.** This agreement may be executed in one or more counterparts each of which will be deemed an original and together all of which will be deemed to constitute one agreement.

IN WITNESS WHEREOF, the undersigned have caused their duly authorized representatives to execute this Agreement effective as of the Effective Date.

AccessLex Institute

Program Scholar

By:

By:

Name: Aaron N. Taylor

Name: [INSERT NAME]

Title: SVP and Executive Director,
Center for Legal Education Excellence

SCHEDULE A
SERVICES, PROGRAM SCHOLAR CERTIFICATIONS
AND COMPENSATION

Services

In exchange for the opportunity to participate in the LexScholars Post-Baccalaureate Program and receive various consideration associated therewith, Program Scholar represents and certifies as follows:

1. Program Scholar is 18 years of age or older;
2. All information provided by Program Scholar in Program Scholar's Post-Baccalaureate Informational Application and through other means is truthful and accurate;
3. Program Scholar agrees to comply with all LexScholars Research Study participation requirements, including, without limitation: (1) transmitting sensitive or Confidential Information or materials using secure channels specified by AccessLex, (2) not sharing any Confidential Information with program counselors and coaches, and (3) submitting a completed form W-9 or similar, as may be needed, per the below;
4. Program Scholar agrees to abide by all licensing requirements, privacy policies, and terms of use associated with access to and use of the Kaplan Online LSAT preparation course;
5. Program Scholar agrees to abide by all seat reservation and enrollment requirements of the law school that referred them to the Post-Baccalaureate Program ("Referring Law School");
6. Program Scholar agrees to treat acceptance of the Post-Baccalaureate Program offer as a binding decision to attend Referring Law School and withdraw any pending law school admission applications and not submit any new law school applications within 18 months of accepting offer;
7. Program Scholar agrees to comply with Post-Baccalaureate Program requirements for satisfactory completion, including demonstrating specified proficiency on curricular modules;
8. Program Scholar agrees to allow AccessLex access to Program Scholar's personal data and information to be collected during the course of the Post-Baccalaureate Program as outlined in AccessLex's Privacy Policy (available at <https://www.accesslex.org/privacy-policy>) and as set forth herein, and waives any and all rights to opt-out of information sharing, or for the personal information to be removed, deleted or forgotten;
9. Program Scholar agrees to allow AccessLex's researchers to track Program Scholar's law school experiences and outcomes, and to use that information to develop diversity pipeline programs and models that will benefit legal education, the profession, and society. In particular, and without limitation, Program Scholar may be asked, and agrees to:
 - a. submit regular reports and complete surveys detailing Program Scholar's experiences during the Post-Baccalaureate Program, experiences in law school or with taking a bar examination following law school graduation; and,

- b. give AccessLex permission to track Program Scholar's behavior and interactions when using the Kaplan LSAT Online course software;
- c. give AccessLex permission to track Program Scholar's behavior and interactions with Post-Baccalaureate Program counselors and coaches;
- d. give AccessLex permission to request Program Scholar's law school matriculation/enrollment information from Referring Law School; and,
- e. give AccessLex permission to contact Program Scholar via email, telephone (including cellular phone), and social media.

Compensation

Program Scholar will receive the following from AccessLex:

- Access to the one-year Post-Baccalaureate Program curriculum at no cost, conditioned on:
 - compliance with Referring Law School seat reservation and enrollment requirements
 - compliance with Post-Baccalaureate Program slot reservation requirements
- A \$3,000 stipend from AccessLex, payable in equal increments after each grading period (e.g., semester) over the course of law school study, conditioned on:
 - satisfactory completion of the Post-Baccalaureate Program curriculum
 - continuous enrollment in Referring Law School
 - sharing of law school grades with AccessLex at the conclusion of each grading period
- A Helix by AccessLex Bar Review course at no cost, conditioned on:
 - successful completion of and graduation from Referring Law School

Program Scholar may enter into a separate enrollment agreement with Referring Law School in which they receive the following benefits, conditioned on successful completion of the Post-Baccalaureate Program:

- Fall 2023 admission to Referring Law School
- A renewable scholarship of amount stipulated in offer letter from Referring Law School

Stipend Payments

In order to receive stipend payments, Program Scholars may be required to be set up in the Accounts Payable vendor management system by submitting a copy of a completed IRS Form W-9 to the Accounts Payable department at accountspayable@accessgroup.org.