**PROFESSIONALS IN LEGAL EDUCATION**

**DEVELOPING GREATER EQUITY (PLEDGE) FELLOWSHIP**

**PARTICIPATION AGREEMENT**

**BY AND BETWEEN**

**ACCESSLEX INSTITUTE**

**AND**

**[INSERT NAME]**

This Participation Agreement, including all Schedules attached hereto (collectively, the “Agreement”) is made and entered into as of [INSERT DATE] (“Effective Date”) by and between **AccessLex Institute,** a non-profit, 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] (“Fellow”) (each a “party,” and collectively, “the parties”).

**RECITALS:**

 WHEREAS, AccessLex is engaged in the business of furthering access, affordability and 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 for professional development to legal education professionals who are interested in conducting applied research designed to explore and develop sustainable models for increasing law school diversity and student success (the “PLEDGE Fellowship”).

 WHEREAS, the PLEDGE Fellowship is of mutual interest and benefit to AccessLex and Fellow, 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 Fellow’s services as defined below; and,

 WHEREAS, Fellow is willing to render such services, to agree to certain conditions of participation as detailed below, and to devote Fellow’s best efforts to participation in the PLEDGE Fellowship 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. Fellow agrees to provide the services described in **Schedule A** attached hereto and incorporated herein, subject to and in accordance with Fellow’s promises and representations, on which AccessLex relies in entering into this Agreement, and which are further detailed in **Schedule A** (“Services”).

b. AccessLex agrees to compensate Fellow for the Services as outlined in **Schedule A**, and subject to any provision of this Agreement.

c. Fellow 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 Fellow under this Agreement, and that AccessLex will not reimburse or compensate Fellow for any other costs or expenses incurred in connection with Fellow’s participation in the PLEDGE Fellowship.

d. Fellow will use Fellow’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 PLEDGE Fellowship.

e. Fellow acknowledges and agrees that failure to perform the Services as agreed, or the breach of any other provision of the Agreement by Fellow 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 Fellow.

**Section 2. TERM AND TERMINATION.**

a. The Agreement will begin on the Effective Date and will terminate on November 30, 2024, unless terminated earlier pursuant to the terms of this Agreement. If the Services outlined in **Schedule A** are not fully completed and tendered to AccessLex, to AccessLex’s satisfaction by this time, this Agreement will continue month-to-month until all Services are delivered to and accepted by AccessLex.

b. AccessLex may terminate this Agreement immediately on notice to Fellow if Fellow fails to perform the Services as agreed or breaches any provision of this Agreement.

**Section 3. CONFIDENTIALITY.**

1. 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 Fellow’s personal information (“Confidential Information”).

1. All such Confidential Information made available to, disclosed to, or otherwise made

known to Fellow in connection with this Agreement shall be considered the sole property of AccessLex. Confidential Information may be used by Fellow only for purposes of performing the obligations of Fellow hereunder. Fellow 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 Fellow, including without limitation, Fellow’s participation in the PLEDGE Fellowship, Fellow’s name, address, telephone number, e-mail addresses, employment title, etc., will be kept confidential by AccessLex and used only in connection with the PLEDGE Fellowship, except as described below. Fellow acknowledges and agrees that AccessLex (1) may share Fellow’s Confidential Information with Fellow’s home institution(s) and program contractors; and (2) reserves the right to use any anonymized information derived from Fellow’s participation in the PLEDGE Fellowship (information that is aggregated in such a manner with other information such that the identity of research subjects 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.** Fellow represents and warrants that Fellow has no business, professional, personal or other interest that would conflict with the performance of Fellow’s obligations under this Agreement.

**Section 5. INDEPENDENT CONTRACTOR STATUS.**

a. Fellow agrees and acknowledges that Fellow is acting as an independent contractor in performing the Services and for all other purposes under this Agreement and that the relationship between Fellow and AccessLex will not constitute a partnership, joint venture or agency. Fellow 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 Fellow as an independent contractor for purposes of all local, state and federal tax laws and file forms consistent with that status. Fellow 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. Fellow acknowledges and agrees that Fellow 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. Fellow understands and agrees that they may receive a Form 1099-C from AccessLex in connection with compensation received hereunder.

**Section 6. REPORTING.** Fellow agrees to cooperate with AccessLex with regard to the provision of data and information about Fellow, 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/PLEDGE

 10 North High Street

Suite 400

 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 Fellow:**

 **[**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 Fellow, 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 Fellow 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. **Privacy**. Fellow agrees to allow AccessLex access to Fellow’s personal data and information collected during the course of the PLEDGE Fellowship 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, to the extent permitted by applicable law.

e. **Entire Agreement; Modifications; Severability.** This Agreement, (including Schedule A hereto), 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.

f. **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.

g. **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.

h. **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 Fellow**

By: By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Aaron N. Taylor Name: [INSERT NAME]

Title: SVP and Executive Director,

Center for Legal Education Excellence

**SCHEDULE A**

**SERVICES, FELLOW CERTIFICATIONS**

**AND COMPENSATION**

**Services**

In exchange for the opportunity to participate in the PLEDGE Fellowship and receive various consideration associated therewith, Fellow represents, certifies and agrees as follows:

1. Fellow is 18 years of age or older, resides in the United States, and is eligible to work in the United States;
2. All information provided by Fellow in Fellow’s application materials and through other means is truthful and accurate;
3. Fellow is employed by or otherwise affiliated, as an independent contractor or similar, with an institution that will serve as the site of the Capstone research project referenced herein, and that such an institution is a public or not-for-profit entity under the IRS Code and/or relevant federal regulations (the “Institution”). If Fellow is not employed or affiliated with such an Institution, Fellow specifically represents and warrants that Fellow will secure an arrangement with the Institution for purposes of carrying out the Capstone research at the Institution, and that Fellow’s failure or inability to do so will result in an immediate and self-effecting termination of this Agreement.
4. Fellow agrees to pursue and receive all required Institutional approvals for the Capstone research, including the execution of a grant agreement, on AccessLex’s template, between AccessLex and the Institution, prior to the commencement of the Capstone research. *Fellow understands and agrees that in the event the Institution is unable or otherwise declines to execute the grant agreement, or in the event the Institution breaches or otherwise is non-compliant with the grant agreement, in the sole discretion of AccessLex, then this Agreement will terminate immediately.*
5. In addition to the stipulations in Paragraphs 3 and 4, Fellow agrees to comply with all PLEDGE Fellowship participation requirements, including, without limitation:

(1) timely developing a Capstone research plan, and timely execution a Capstone research plan, that is consistent with the scope and parameters of the PLEDGE Fellowship, as judged in the sole discretion of AccessLex;

(2) demonstrating sufficient engagement with the curriculum, including attendance at Capstone in-person and synchronous virtual sessions, and

(3) submitting a completed form W-9 or similar, along with all required invoices, per the “Stipends Payments” section below.

**Compensation**

Fellow will receive the following from AccessLex:

* Stipend of $4,000 paid to the Fellow in the following intervals, each payment upon certification by AccessLex of satisfactory Capstone progress as per communications and exchanges with Fellow:
	+ First payment: $1,500 on or about September 15, 2023
	+ Second payment: $1,000 on or about April 15, 2024
	+ Third payment: $1,500 on or about November 15, 2024
* Research budget of up to $25,000, payable in accordance with a Capstone research proposal, to be submitted to and approved by AccessLex. This research budget and proposal, once approved by AccessLex, will serve as a grant application on behalf of the Institution for the grant agreement referenced herein. Fellow understands and agrees that all research disbursements will be made to the Institution serving as the site of the Capstone research, for use in conducting the Capstone research.
* Reimbursement of reasonable travel and lodging expenses for in-person fellowship meetings, upon receipt of appropriate substantiation (e.g., invoices, receipts) from Fellow. Meals, travel or lodging outside of stipulated PLEDGE Fellowship program events, travel or gatherings will be the responsibility of the Fellow.
* Access to Capstone design expertise.
* Access to DEI professional development coaching from AccessLex or its designees.

**Stipend Payments**

In addition to the above, Fellow understands and agrees that all payments to Fellow under this Agreement are expressly subject to Fellow’s submission of a completed IRS FormW-9 and appropriate invoices and receipts, all of which should be directed to the Accounts Payable department at AccessLex via email at accountspayable@accesslex.org. (Payments to the Institution will be governed by similar provisions in the applicable grant agreement.)