

H A R V A R D L A W R E V I E W

Memorandum of Understanding
TERMS OF AGREEMENT

This Memorandum of Understanding (“**MOU**”) is entered into as of _____ by and between _____ (the “**Host Organization**”), _____ (the “**Fellow**”), and The *Harvard Law Review* (“**HLR**,” and together with the Host Organization and the Fellow, the “**Parties**”).

The Host Organization agrees to host the Fellow for a one-year fellowship sponsored [_____ in whole / _____ in part] by a grant from the Harvard Law Review. In furtherance thereof, the Parties hereby agree as follows:

1. The Host Organization will provide the Fellow opportunities for meaningful learning and professional development, as well as integration into the office. The Host Organization will:

- Aim to include the Fellow in the range of its work where possible, such as client meetings, strategy discussions, and court appearances.
- Endeavor to expose the Fellow, if the Host Organization works in different subject areas, to as many subject areas as possible; this could be accomplished in many ways (for example, by hosting brown bag lunches in which attorneys from each area discuss their work).
- Provide the Fellow with primarily substantive work and responsibility matching that of any other entry-level attorney.
- Make an effort to treat the Fellow as part of the organization’s team (for example, including them in staff meetings if applicable).

2. The Host Organization will provide a clear framework for supervision of the Fellow. The Host Organization will:

- Explain who will supervise the Fellow and when and how the supervisor(s) will be available to the Fellow, as well as who the Fellow will report to; ideally, the Fellow will have one or two assigned supervisors, but may also receive assignments from others within the Host Organization.
- Identify all of the possible people that may give the Fellow assignments and whom the Fellow should speak with if they need more work or requires assistance in prioritizing work provided by different people within the office.
- Ensure that the Fellow is supervised by an attorney who spends substantial time in the office or is otherwise regularly available to the Fellow.

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3. The Host Organization will provide the Fellow with an Orientation. The Host Organization will:

- Compile materials that the Fellow is going to need, such as background on the organization or matters on which the Fellow will be working, interesting articles or publications, a staff list with names and numbers, etc.
- Provide the Fellow, on or around the first day, with an orientation introducing him or her to the relevant staff and issues, as well as a meeting with their immediate supervisor to discuss the organization's and the Fellow's goals (i.e., do they need a writing sample, want to interact with clients, seek exposure to particular legal issues etc.) for the duration of the fellowship.

4. The Host Organization will provide focused and regularly-scheduled feedback as follows. The Host Organization will:

- Schedule feedback in a formal way that helps ensure that even during particularly hectic work periods there is time set aside to provide meaningful review of the Fellow's work.
- Provide thoughtful review of the Fellow's research, analysis, writing, oral skills, and interpersonal skills so that the feedback will not only help improve the quality of the work that the Fellow performs for the Host Organization but will also help the Fellow develop important skills.
- Review the Fellow's written work and suggest areas for improvement.
- Aim to provide a structured mid-fellowship evaluation and an exit interview.

5. Terms of service for the fellowship at the Host Organization:

- The specific start and end dates are to be determined by the Fellow and the Host Organization. Fellows should generally start no later than mid-September. *HLR* requires that the Fellow spend a full 12-months with the Host Organization.
- Any early departure from the fellowship, even for permanent employment, will need to be approved both by the Host Organization and by the President of the *Harvard Law Review*. An end date that is considerably less than the full year will likely be rejected. However, since the fellowship is designed to help launch the Fellow's career, as well as provide assistance to the Host Organization, *HLR* will generally approve, and the Host Organization should sanction, reasonable early release for another permanent or longer-term public service position. If payment was made and the fellow departs early, the pro-rated remaining funds must be returned to *HLR*.
- This MOU shall remain in effect for the term of the fellowship. The Host Organization may not terminate the fellowship without two weeks advance notice to the Fellow and the President of the *Harvard Law Review* and a chance to discuss and remediate any problems that may have arisen, unless there has been unethical, illegal, or sexually inappropriate

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behavior on the part of the Fellow. If payment was made and the Host Organization terminates the fellow, the pro-rated remaining funds must be returned to *HLR*.

6. Fellowship payment and disbursement

- *HLR* shall provide the total awarded amount (\$65,000) to the Fellow, preferably disbursed through the Host Organization as described below.
- *HLR* prefers to disburse the fellowship payment directly to the Host Organization, but will only do so if the Host Organization enrolls the Fellow into their health insurance program and other employee-related benefits. Prior to the commencement of the fellowship, the Host Organization shall send *HLR* an invoice on official letterhead from the Host Organization containing the total awarded amount, the stated purposes of the payment, the Employer Identification Number, and an authorizing signature from a Host Organization official confirming the purpose and payment. Email is preferred, and can be sent to dobrien@law.harvard.edu, copying president@harvardlawreview.org and harvardlawreview.fellowship@gmail.com. Any financial or confidential information should only be sent via secure email.
- If the Host Organization enrolls the Fellow into their health insurance program, the cost of the benefits will either be paid by the host organization or the fellow will pay from their existing award. The Host Organization must inform the fellow of how their health insurance will be paid prior to the commencement of the fellowship. *HLR* will not provide additional funding for healthcare.
- Payment will be made directly to the Fellow via check or wire transfer in all other circumstances.
- Payment will not be made if the Parties are not in compliance with this MOU.

7. Health care coverage/provisions

- Health care coverage is required for the duration of the fellowship. If the Host Organization has agreed to provide health insurance, a statement of the fact must be provided by the Host Organization to *HLR*. The letter must be sent, on letterhead to harvardlawreview.fellowship@gmail.com, copying president@harvardlawreview.org and dobrien@law.harvard.edu.
- *HLR* requires proof of coverage before disbursing any fellowship payment. In most cases, proof of coverage can be demonstrated by a photocopy of an insurance card, insurance plan, or any document showing proof of coverage.

8. Writing for the *Harvard Law Review*

- The Fellow is expected to write a short piece relating to their work that will be considered for publication in the *Law Review*'s online *Forum* at the end of the fellowship year.
- The Fellow must send a one-page proposal for the piece by December 1 of the fellowship year to harvardlawreview.fellowship@gmail.com, copying

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president@harvardlawreview.org. At that point, the Forum Chair, Notes Co-Chairs, and Managing Editor will work with the Fellow to discuss next steps and a production timeline.

9. Reporting

- The Fellow or the Host Organization should alert the President of the *Harvard Law Review* if any issues arise during the course of the fellowship after an attempt has been made by the Host Organization and the Fellow to resolve the issue by themselves.
- The Fellow is required to provide written reports after four months, eight months, and at the end of the fellowship.
 - These reports can be simple and informal. The first report should be 500-700 words, and the subsequent reports should be 750-1,000 words. The reports should cover the following topics: (1) An update on day-to-day work, including cases or issues the Fellow is currently working on; (2), new highlights or challenges of the fellowship (this could include an anecdote about a client, recent trial, or current issue the host organization is working on, etc.); (3) lessons learned from the fellowship work; (4) a continuing assessment of your host organization and their ability to support an *HLR* fellow; and (5) any post-fellowship plans (if applicable).
 - The reports should be sent to harvardlawreview.fellowship@gmail.com, copying the President of the *Harvard Law Review* (president@harvardlawreview.org).
- The Host Organization is required to provide written reports about the fellowship – the work accomplished as well as the Fellow’s performance and any lessons learned from the fellowship – to the *HLR* President at the 6-month and 12-month marks.
 - These reports can be straightforward and informal. The reports should cover the following topics, in about 500-750 words: (1) the work the Fellow has accomplished thus far; and (2) the Fellow’s performance and any lessons the Fellow’s supervisor or the Host Organization has learned from the fellowship. Additional information can include: an update on the Fellow’s day-to-day work, including cases or issues they are currently working on, and any post-fellowship plans (if applicable).
- The Fellow is required to notify *HLR* of their employment plans for the year following their fellowship. Notifications can be made by emailing harvardlawreview.fellowship@gmail.com, copying president@harvardlawreview.org.
- The Fellow is required to provide *HLR* with post-fellowship contact information so that future Harvard Law School students and alumni can speak with them about their experiences. Fellows should send their contact information to harvardlawreview.fellowship@gmail.com, copying president@harvardlawreview.org.

10. Consideration for openings & assistance with post-fellowship employment

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- Should the Host Organization have an entry-level opening *during* the fellowship year and the Fellow has performed well, we hope that the Fellow will be given first consideration for that position.
- Should the Host Organization have the budget to hire a new employee for the year *following* the fellowship and the Fellow has performed well, we hope that the Fellow will be given first consideration for that position.
- If the Fellow is hired on, we expect that the Host Organization will give “credit” for the fellowship year towards any benefits and seniority eligibility.
- If the Host Organization is unable to hire the Fellow, we hope that the Host Organization will provide job search assistance to the Fellow so that they may remain in the field.

11. Publicity and Use of Harvard and *Harvard Law Review* Name

- The Fellow may be included in a customary informational listing of activities on the Host Organization’s website or in other Host Organization materials. If the Fellow is so listed, the Host Organization shall also include the name of the fellowship and the fact that it is sponsored by the *Harvard Law Review*.
- Any other use of the name or logo of Harvard, Harvard Law School, or any of their affiliates by the Host Organization will require prior written approval from Harvard Law School. This provision shall survive the termination of this MOU.
- Any other use of the name or logo of the *Harvard Law Review* by the Host Organization will require prior written approval from *HLR*. This provision shall survive the termination of this MOU.

12. Miscellaneous

- *HLR* shall not have any liability to the other Parties to this MOU absent gross negligence or willful misconduct by *HLR*.
- This MOU shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts (excluding conflict of laws rules).
- No Party shall assign or subcontract its rights or obligations under this MOU without the prior written consent of the other Parties.
- Discrimination with respect to any aspect of the fellowship on the basis of race, color, gender or gender identity, sexual orientation, national or ethnic origin, religion, age, health condition or disability, political beliefs, or military veteran status, shall be grounds for termination of this MOU.

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IN WITNESS HEREOF, this Memorandum of Understanding has been entered into as of the day and year first written above.

Host Organization

Name of Host Organization representative*: _____

*Required to be someone with authority to contract on behalf of the host organization

Title of Host Organization representative: _____

Email and Phone number of Host Organization representative:

Email: _____

Phone: _____

Signature: _____ Date: _____

Fellow

Name: _____

Email and Phone number of Fellow:

Permanent Email: _____

Permanent Phone: _____

Signature: _____ Date: _____

President of the *Harvard Law Review*

Name: _____

Signature: _____ Date: _____