EJF Student Participation Agreement
for ____________________________ (Name of Student)

This PARTICIPATION AGREEMENT (this “Agreement”) between ____________________________ [Name of Student] (the “Fellow”) and Georgetown University (the “University”), on behalf of its Georgetown University Law Center (“Georgetown Law”), memorializes the understanding of the parties in connection with the Fellow’s performance of services at ____________________________ [Name of Organization] (the “Organization”) for the period beginning May 31, 2016 and ending July 8, 2016 under the Equal Justice Foundation Summer Program.

WHEREAS, Georgetown Law is a part of the University, a nonprofit institution of higher education organized as a non-stock corporation under federal charter;

WHEREAS, the Fellow is a student enrolled at Georgetown Law who wishes to pursue a six-week opportunity to engage in law-related work for a public interest organization or governmental entity during the summer of 2016; and

WHEREAS, the Organization is a ________________________________________ [Insert description of public interest mission of the Organization or the name of the governmental office/entity] located in ____________________________ [Insert city/state/country, as applicable].

1. Undertakings of the Parties.

(a) During the term of this Agreement, the Fellow will perform services and work on projects as directed by the staff of the Organization. During the term of this Agreement, Georgetown Law and Georgetown University will have no control or direction over (i) the Fellow’s performance of the services for the Organization; (ii) the manner or means by which the services are to be performed; (iii) the location where the services are to be performed; (iv) the instrumentalities and tools used by the Fellow in the performance of the services; or (v) the hiring or termination of the Fellow by the Organization.

(b) The Fellow will abide by (i) all laws, rules, policies and procedures of the Organization that are applicable to the Fellow, and (ii) his or her ethical obligations as a lawyer, including protection of client confidences.

(c) The Fellow, the University and Georgetown Law understand that the Fellow is not an employee of the University or Georgetown Law and, accordingly, is not
entitled to any benefits from the University or Georgetown Law. In addition, the Fellow is not entitled to any benefits from the Organization. Nothing contained in this Agreement shall create an employment relationship, joint venture or partnership between the University or Georgetown Law, on the one hand, and the Organization or the Fellow, on the other hand. The Fellow understands that the Fellow will not be covered by the University’s or Georgetown Law’s health insurance (other than health insurance available to students of Georgetown Law through the University), professional liability/malpractice insurance, general liability insurance or workers’ compensation insurance during the time the Fellow performs services at the Organization.

(d) During the term of the Agreement, Georgetown Law shall pay the Fellow $3,000 for 1Ls, 1Es, and 2Es, and $3,250 for 2Ls and 3Es, which will be distributed on a biweekly basis. Notwithstanding that the Fellow is not an employee of the University or Georgetown Law, pursuant to Section 3401(d) of the Internal Revenue Code, the University will be considered the employer solely for purposes of withholding federal, state and local taxes.

(e) The Fellow understands that neither the University nor Georgetown Law will be responsible for withholding any amounts from third-party funding that the Fellow receives, if any, relating to the performance of services at the Organization and that, accordingly, the Fellow bears full responsibility for all tax obligations arising as a result of any such third-party funding.

(f) The Fellow must review the information contained in Georgetown’s “Working with Minors: Information for Those Participating in University-Run or -Affiliated Programs or Activities Involving Minors (EJF Fellows) packet, sign the certification contained in the packet, and return the certification to the Office of Public Interest and Community Service (OPICS). The packet is available in OPICS. PLEASE NOTE: The rules requiring the reporting of abuse or neglect in the District of Columbia differ depending upon whether or not the organization provides direct representation to clients and whether the basis for the suspicion arises solely in the course of that representation. Laws in other jurisdictions may differ. You are bound by the rules of your host organization and the laws of the jurisdiction in which you are working. Please contact the OPICS staff after reading “Working with Minors” if you are unclear about your responsibilities.

2. Termination of Payment Obligations. Georgetown Law’s payment obligations to the Fellow will cease if the Fellow is terminated by the Organization or fails to perform services for the Organization pursuant to Section 1(a).


(a) The Fellow agrees to indemnify, release, hold harmless, and defend the University (including Georgetown Law), its Board of Directors, officers, employees, agents and students from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and reasonable
attorneys’ fees, which may arise out of or relate to the Fellow’s service at the Organization, or any other performance under this Agreement, to the extent permitted by law, and except to the extent such claims are caused by Georgetown’s gross negligence or willful misconduct.

(b) Neither party may assign, in whole or in part, its rights, duties, obligations, or responsibilities under this Agreement.

(c) This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be amended except by a written agreement of the parties.

(d) The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

(e) This Agreement shall be governed by and construed under the laws of the District of Columbia, which shall be the forum for any disputes or lawsuits arising from or incident to this agreement.

(f) This Agreement may be executed in counterparts, each of which shall be deemed an original, but taken together shall constitute one instrument.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the dates indicated below.

FELLOW

____________________________________________________ Date
[Name]

[Address]

GEORGETOWN UNIVERSITY, on behalf of its Georgetown University Law Center

____________________________________________________ Date
Thomas G. Clark
Chief Financial Officer
Georgetown University Law Center
600 New Jersey Ave., NW, Washington, DC 20001

Equal Justice Foundation Summer Program support for student internships does not constitute endorsement by Georgetown University or Georgetown Law School of the views or positions espoused by any person or organization. Georgetown University does not endorse or oppose any candidate, political party or organization in connection with any political campaign or election.