

2022 Climate Corps Fellow Agreement

Welcome to the Climate Corps Class of 2022!

Climate Corps, a program of Environmental Defense Fund, Inc. ("<u>EDF</u>"), is the premier summer fellowship program for clean energy and sustainability. As a Climate Corps fellow, you will be part of our network consisting of over 1,200 alumni fellows.

As a part of our network, your performance and behavior before, during and after your fellowship reflect not only on yourself as a professional, but on EDF and the Climate Corps network. Participation in Climate Corps and inclusion in the Climate Corps network are contingent upon adherence to the guidelines and requirements as outlined in this agreement, as well as any additional agreements between fellow and the organization with which they have been placed ("Host Organization").

Failure, at any time before, during and after the fellowship, to meet the expectations outlined below may result in any or all of the following actions:

- Fellow may not use EDF or Climate Corps as a reference for future employment opportunities.
- Host Organization may terminate the fellow's employment.
- EDF may exclude fellow from the Climate Corps alumni network.
- EDF may remove fellow profile and project summary from the Climate Corps website.
- EDF may notify fellow's career services office of any breach in the roles and responsibilities outlined in this agreement.

EDF, or Host Organization, as applicable, shall be permitted to terminate the fellowship upon written notice (which may be by email) immediately, with a corresponding suspension of benefits, at EDF's or Host Organization's sole discretion.

The following document outlines expectations for fellows, as well as the benefits that Climate Corps provides before, during and after the fellowship. Please review carefully. All fellows are required to sign this document to acknowledge that they have read and understand this agreement.

Any questions may be directed to Ellen Shenette, Senior Manager (eshenette@edf.org).

<u>Climate Corps Fellows agree to the following responsibilities and expectations:</u>

Prior to the fellowship

1. Commit to working for the Host Organization with which they have been matched, pending the organization's confirmation.

- 2. Complete all necessary hiring procedures with the Host Organization prior to the agreed upon start date including (if required): background checks, drug screening, proof of work authorization, vaccination or testing requirements, etc.
- 3. In compliance with federal law, all Climate Corps fellows must be able to verify identity and eligibility to work in the United States and complete the required employment eligibility verifications document forms by the first day of employment. If the applicant requires work authorization, it is the applicant's responsibility to seek authorization from the correct immigration program and to do so early enough to receive the required work authorization before the start date. For more specific information, please review our Work Authorization Policy.
- 4. Complete all pre-training preparation, including but not limited to:
 - ➤ Watch fellow orientation webinar.
 - Submit Host Organization-approved workplan, start/end dates, and media profile to EDF.
 - > Complete training pre-work as assigned by EDF.
 - ➤ Sign up for relevant online groups and resources per EDF's instructions.
- 4) Actively participate in EDF's virtual training, to be held May 23-27, 2022 ("Fellow Training") as outlined by EDF. Submit training feedback survey after event concludes.
- 5) Pay for and organize relocation associated with the fellowship (if necessary). Fellows are expected to pay for housing and living expenses during the fellowship.

During the fellowship

- 6) Adhere to all Host Organization, or EDF, as applicable, human resource policies and standards. Employment is at-will and in accordance with all of the Host Organization, and, where applicable, EDF policies surrounding hiring and firing. Fellows are expected to work 40 hours per week and are expected to complete 8-12 weeks of employment at the host organization.
- 7) Adhere to all Host Organization, or EDF, as applicable, COVID-19 safety policies and procedures including, but not limited to, requirements for face coverings, social distancing, daily health checks, and remote working.
- 8) Behave professionally at all times. Fellows' behavior reflects not only on themselves, but also on EDF and Climate Corps. As such, EDF expects all fellows to conduct themselves with the utmost professionalism at all times during the fellowship.
- 9) Coordinate phone calls with EDF and the Host Organization as requested by the fellow's assigned main point of contact at EDF ("Engagement Manager").
- 10) <u>BEFORE</u> the completion of the fellowship, provide all required work products and completed deliverables to the Host Organization and EDF including:
 - Final report or presentation and supplemental materials
 - Completed activities report
 - Public summary of project (to be posted on EDF's website EDF will get permission from the Host Organization to post)
- 11) Present the project findings and recommendations to the fellow's manager at the Host Organization ("<u>Direct Supervisor</u>") and any other staff at the organization at a date and in a form as mutually agreed.

After the fellowship

12) Complete a post-fellowship survey as requested by EDF.

13) Participate in the annual fellowship conference which occurs in Fall 2022 ("Climate Corps Summit") and submit Climate Corps Summit feedback survey.

As part of this agreement, Climate Corps Fellows are provided the following benefits:

Prior to the fellowship

1) Virtual training in May organized by Climate Corps.

During the fellowship

- 2) Salary of \$1,250/week for the agreed upon length of the fellowship (8-12 weeks), with an additional \$1,250 for participation in Fellow Training, structure of payment is at the discretion of the Host Organization or EDF. Payment structures vary and payments are distributed according to either Host Organization's, or EDF's, as applicable, payroll schedule.
- 3) Access to resources, additional training and support. All fellows will be assigned an EDF Engagement Manager and a Direct Supervisor at the Host Organization. Fellows will be provided access to the Climate Corps resource library and other EDF resources, will be invited to network events, and will be assigned an alumni mentor.

After the fellowship

- 4) Consideration for the Climate Corps fellowship awards to be presented at the Climate Corps Summit.
- 5) Inclusion in the Climate Corps alumni network, which includes, but is not limited to:
 - a. Invitations to Climate Corps events and the annual Climate Corps Summit.
 - b. Monthly alumni newsletters.
 - c. Invitations to webinars and professional development trainings.

Waiver of Claims.

In consideration of being EDF's facilitation of this fellowship program, you, your representatives, heirs, executives, next of kin, insurers, successors and assigns (collectively, the "Releasors") hereby waives, releases, discharges and agrees to hold harmless EDF and its respective officers, directors, trustees, employees, agents, affiliates, representatives, insurers and third-party providers (collectively, the "Releasees") for any and all losses, damage (including death), and any and all claims (including, but not limited to, court costs, attorneys' fees and investigative costs) or demands therefor (collectively, a "Loss"), on account of any personal injury to you, or as a result of any alleged claim you may have against Releasees, or as a result of any third party claim against you, arising out of or relating to the fellowship program, whether caused by the action or inaction, including ordinary negligence, of the Releasees or otherwise.

Covenant Not to Sue.

The Releasors hereby covenant not to sue and agree to never initiate or be a party to any lawsuit, claim, demand, prosecution or action of law against the Releasees for any damages, relief, or compensation that the Releasors incur by reason of a Loss relating to any action or inaction, including ordinary negligence, by the Releasees or otherwise arising out of your participation in the fellowship program, inclusive of any third party claims against you. The Releasors further waive their insurers' right to make a claim against the Releasees based on payments by insurers to the Releasors or on the Releasors' behalf for any reason. This means the Releasors' insurers have no rights of subrogation against the Releasees.

Severability.

If a court of competent jurisdiction determines that any term or provision of this agreement shall be held invalid or unenforceable by any court or governmental authority, the remainder of this agreement thereof shall not be affected thereby and each remaining term and provision hereof shall be enforced to the fullest extent permitted by law.

Governing Law.

This agreement shall be construed, interpreted, enforced and governed by and under the laws of the State of New York without regard to its choice of law rules that would result in the applicability of the laws of another jurisdiction.

Acknowledgement.

With your signature below, you acknowledge and represent that (a) you have read this agreement, understand it, are executing it as your own free act and deed and are not relying on statements or representations of any Releasee in connection with your execution hereof; (b) you are executing this agreement for full, adequate and complete consideration fully intending to be bound by the same; and (c) this agreement supersedes all prior oral or written agreements with respect to the subject matter hereof.

(name of fellow) agrees to adhere to the roles and responsibilities as described	
in this agreement as a 2022 Climate Corps fellow and commits to work for the Host Organization with which	
they have been matched for the agreed upon fellowship length, pending the organization's confirmation.	
Signature:	Date: