

Thomas L. Shaffer Fellowship

Host Agency Agreement

Name of 501(c)(3) Corporation: _____ (“Host Agency”)

Mission of Host Agency: _____.

In consideration for the opportunity to participate as a Host Agency in connection with the 2018 Thomas L. Shaffer Fellowship Program, the Host Agency agrees to the following terms:

1. Notre Dame Law School will provide the Host Agency with \$46,000 each 12 months of the Fellowship to cover the Thomas L. Shaffer Fellow’s salary and will reimburse the Host Agency’s cost of providing benefits to the Notre Dame Fellow during the two-year Fellowship Program. The Thomas L. Shaffer Fellow will not be an employee of the University of Notre Dame.
2. The Thomas L. Shaffer Fellow will be an employee of the Host Agency, will be paid through the Host Agency’s payroll system, and will be eligible for the same employee benefits, including but not limited to health care benefits, as any other regular full-time employee of the Host Agency.
3. As the first year of the Fellowship nears an end, The Thomas L. Shaffer Fellowship Committee will contact both the Thomas L. Shaffer Fellow and Host Agency to ensure the Fellowship is progressing satisfactorily and confirm that the Fellowship will continue for a second year.
4. If the Fellowship is ended by the Fellow, Host Agency, or the Notre Dame Law School, then Notre Dame will not provide any further payments to the Host Agency after the date the Fellowship was terminated.
5. The Host Agency will supply necessary physical space, electronic resources, research tools, internet access, and mentorship to ensure the Fellow has a successful tenure while completing the Fellowship.
6. The Host Agency will carry the Thomas L. Shaffer Fellow on its professional liability insurance policy.
7. The Host Agency agrees to defend, indemnify, and hold Notre Dame harmless from and against any and all claims, demands or damages arising out of the behavior or performance of the Fellow while employed by the Host Agency.
8. The Host Agency represents that the Host Agency has been recognized by the Internal Revenue Service as tax exempt under Section 501(c)(3) of the Internal Revenue Code, and attaches to this

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agreement as Exhibit A a copy of the document that confirms that this Host Agency is a 501(c)(3) corporation.

9. The Host Agency releases Notre Dame from all claims, losses and damages arising out of injury incurred by the Fellow while working for the Host Agency. Any injury the Fellow suffers while working for the Host Agency will be submitted to the Host Agency's worker's compensation program.

10. Upon the default of the Host Agency, Notre Dame may terminate the agreement immediately upon written notice to the Host Agency and may seek any and all appropriate relief.

Signature of Host Agency Representative: _____

Name of Host Agency Representative (Print): _____

Title of Host Agency Representative (Print): _____

Telephone # of Host Agency Representative: _____

Date: _____