# Employee Secondment Agreement between Commissioner Davante Lewis and the State Energy & Environmental Impact Center at NYU School of Law

This AGREEMENT (“Agreement”) is entered into as of DATE, 2023, by and between NEW YORK UNIVERSITY (“NYU”), a New York not-for-profit education corporation, on behalf of the NYU School of Law’s State Energy and Environmental Impact Center (the “State Impact Center”), and Commissioner Davante Lewis of the Louisiana Public Service Commission (“PSC”)

**WHEREAS**,The State Impact Center seeks to provide a supplemental, in-house resource to state public service commissions and their senior staffs on clean energy, climate change and environmental matters of regional and national importance; and

**WHEREAS**, As part of its activities, the State Impact Center conducts a legal fellowship program (“Legal Fellowship Program”), which seeks to provide attorneys to act as fellows in the offices of certain state public service commissions (“Legal Fellows”); and

**WHEREAS**, The PSC has been selected by the State Impact Center to participate in Legal Fellowship Program; and

**WHEREAS**, The PSC has the authority consistent with applicable law and regulations to accept a Legal Fellow whose salary and benefits are provided by an outside funding source.

**NOW, THEREFORE**, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the State Impact Center and PSC agree to the following:

## Terms of Service for the Legal Fellowship Program at the PSC:

* 1. The State Impact Center will provide the services of one attorney to the PSC to act as a Legal Fellow. Following the departure of a Legal Fellow, the State Impact Center may, at its sole discretion, provide a subsequent Legal Fellow.
  2. The specific start and end dates for services will be determined with the mutual agreement between the Legal Fellow, the PSC, and the State Impact Center, provided, however, that the term of the fellowship will be for one year with the possibility that a second one-year term will follow, subject to the mutual agreement among the parties (the “Fellowship Period”).
  3. During the Fellowship Period, the Legal Fellow will be under the direction and control of, and owe a duty of loyalty to, the PSC, and will be subject to the PSC’s policies regarding employee conduct, including the policies regarding time and attendance, outside activities, conflicts of interests, and confidentiality. The Legal Fellow will receive instruction and materials regarding these requirements from the PSC at the commencement of his or her fellowship.
  4. During the Fellowship Period, salary and benefits will be provided to the Legal Fellow by the NYU School of Law.
  5. During the Fellowship Period, the Legal Fellow will be protected by, to the extent applicable, by the Louisiana Governmental Claims Act, La. R.S. 13:5101 *et seq*.
  6. The PSC may terminate the services of the Legal Fellow for any reason upon seven (7) days’ written notice to the State Impact Center, provided that the PSC will attempt to resolve any performance or other issues involving the Legal Fellow with the Legal Fellow and the State Impact Center before terminating the services of the Legal Fellow. The State Impact Center may terminate this Agreement for any reason upon seven (7) days’ written notice to the PSC.
  7. The PSC will indemnify, defend and hold NYU, its officers, directors, agents, and employees harmless from any claims, causes of action, or judgments arising out of (1) the negligent or intentional acts or omissions of the PSC, its officers, agents or employees, and the Legal Fellow during the Fellowship Period and while the Legal Fellow is subject to the direction and control of the PSC under this Agreement or (2) PSC’s breach of this Agreement. The State Impact Center will indemnify, defend and hold PSC harmless from any claims, causes of action, or judgments arising out of the State Impact Center’s breach of this Agreement.

1. **Nature of the Fellowship Position at the PSC**

## During the Fellowship Period, the PSC will provide the Legal Fellow the title of Special Policy Advisor on Climate Change.

## The PSC will assign the Legal Fellow substantive work and responsibility matching that of other staff in the agency with similar experience and background. The Legal Fellow’s substantive work will be primarily on matters relating to clean energy, climate change, and environmental matters of regional and national importance.

## The PSC will aim to include the Legal Fellow in the range of its work where possible, such as strategy discussions and court appearances.

## The PSC will afford the Legal Fellow the opportunity to partake in the extensive legal education, including CLEs, offered by the PSC to its attorneys.

1. **Prohibited Activity**
   1. The PSC may not request or permit the Legal Fellow to engage as part of his or her employment in any activities that would constitute any of the following:
      1. to carry on propaganda, or otherwise attempt to influence any specific legislation through (i) an attempt to affect the opinion of the general public or any segment thereof or (ii) communication with any member or employee of a legislative body, or with any other governmental official or employee who may participate in the formulation of the legislation (except technical advice or assistance provided to a governmental body or to a committee or other subdivision thereof in response to a written request by such body, committee or subdivision), other than through making available the results of non-partisan analysis, study or research;
      2. to engage in any other activity that may constitute lobbying under federal, state, or local laws or regulations;
      3. to influence the outcome of any specific public election; or
      4. to support the election or defeat of a candidate for public office, finance electioneering communications, register prospective voters or encourage the general public or any segment thereof to vote in a specific election.
   2. The PSC may not request or permit the Legal Fellow to participate, as part of his or her employment, in any matter that involves NYU or any of its affiliates; and, to the extent that the PSC participates in a matter that involves NYU or any of its affiliates, the PSC will create an ethical wall between the Legal Fellow and the PSC with regard to the matter to ensure that the Legal Fellow has access to no information relating to the matter.
   3. The PSC has determined that NYU’s payment of salary and benefits to the Legal Fellow and the provision of services by the Legal Fellow to the PSC do not constitute an impermissible gift under applicable law or regulation. No part of this agreement is intended to induce PSC to undertake or refrain from undertaking any action within the purview of PSC. PSC retains sole discretion to determine whether to undertake any action, including any actions relating to clean energy, climate change, and environmental matters of regional and national importance or involving NYU or any of its affiliates.
2. **Communications and Reporting** 
   1. The State Impact Center will not have a proprietary interest in the work product generated by the Legal Fellow during the fellowship. The State Impact Center will not be authorized to obtain confidential work product from the Legal Fellow unless the Legal Fellow has obtained prior authorization from the Legal Fellow’s supervisor at the PSC.
   2. The PSC acknowledges that NYU may be required to make filings or disclosures that reference the PSC, the Legal Fellow, or the Legal Fellowship Program, and that the PSC is not required to review or approve any such filings except where NYU requests such review or approval.
   3. Notifications to the PSC relating to this agreement should be directed to:

Name, Title

State of XX

Public Service Commission

Address

Email

* 1. Notifications to the State Impact Center relating to this agreement should be directed to:

Bethany Davis Noll, Executive Director

State Energy & Environmental Impact Center at NYU School of Law

139 MacDougal St, Wilf Hall

New York, NY 10012

[bethany.davisnoll@nyu.edu](mailto:bethany.davisnoll@nyu.edu)

## Miscellaneous

* 1. This Agreement constitutes the complete understanding of the parties and supersedes any other agreements between the parties. No amendment to this Agreement will be valid and binding unless reduced to writing and signed by the parties.
  2. This agreement shall not be assigned by either party without the consent of the other party.
  3. This Agreement may be executed in multiple counterparts, each of which will be fully effective as an original and all of which together will constitute the same document. The parties may exchange of copies of this Agreement and signature pages in electronic form.

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| Dated: DATE, 2023 | New York University  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Bethany Davis Noll  Executive Director  State Energy & Environmental Impact Center |
| Dated: DATE, 2023 | LOUISIANA PUBLIC SERVICE COMMISSION  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name  Title |