

From: [Paul Garrahan](#)
Sent: Tuesday, August 25, 2026 4:44:00 PM
To: [REDACTED]
Subject: Fellow position
Sensitivity: Normal
Attachments: [VLGS ODOJ 2026 Secondment Agreement Aug25draft.docx](#)
Original email: [Fellow position.msg](#)

Bethany and Jessica: I would like to pick this back up, now that your new affiliation is official (I think official?).

Attached is the last draft of a Secondment Agreement. I'm not sure that I got the name of the new entity when you shared it on a recent call. That part of this obviously needs to be updated. I'm happy to prepare another draft if you want to share that information with me.

Thanks!



Paul Garrahan (he/him)
Attorney-in-Charge | Natural Resources Section | General Counsel Division
Oregon Department of Justice
Mobile: [REDACTED]

**Employee Secondment Agreement between the Oregon Attorney General's Office
and the [Center] at [XXX]**

This AGREEMENT ("Agreement") is entered into as of **DATE**, 2024, by and between the Vermont Law and Graduate School, a Vermont not-for-profit education corporation, on behalf of the [Center] (the "[Center]"), and the Oregon Department of Justice ("ODOJ"). In this Agreement, the [Center] and ODOJ are collectively referred to as "Parties" and may individually be referred to as a "Party."

WHEREAS, The [Center] seeks to provide a supplemental, in-house resource to state attorneys general and their senior staff on clean energy, climate change and environmental matters of regional and national importance; and

WHEREAS, As part of its activities, the [Center] conducts a legal fellowship program ("Legal Fellowship Program"), which seeks to provide attorneys to act as fellows in the offices of certain state attorneys general ("Legal Fellows"); and

WHEREAS, The ODOJ has been selected by the [Center] to participate in Legal Fellowship Program; and

WHEREAS, The ODOJ 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 [Center] and ODOJ agree to the following:

A. Terms of Service for the Legal Fellowship Program at the ODOJ:

1. The [Center] will provide the services of one attorney to the ODOJ to act as a Legal Fellow. The Legal Fellow will be an at will employee of the [Center] and shall not be an employee of the ODOJ. The Legal Fellow shall be an active member of the Oregon State Bar. Following the departure of a Legal Fellow, the [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 ODOJ, and the [Center], provided, however, that the term of the fellowship will be for **one year with the expectation that a second one-year term will follow, subject to the mutual agreement among the parties-Legal Fellow, ODOJ and the [Center] (the "Fellowship Period")**.
3. During the Fellowship Period, the Legal Fellow will coordinate the provision of services directly with ODOJ, who will be the Legal Fellow's client for

purposes of the Oregon Rules of Professional Conduct. During the Fellowship Period the Legal Fellow's sole client will be the State of Oregon, ~~be under the direction and control of, and owe a duty of loyalty to, the ODOJ, and will be subject to the~~ During the Fellowship Period the Legal Fellow shall be subject to and comply with ODOJ's policies and procedures governing the legal work of ODOJ attorneys regarding employee conduct, including without limitation those related to confidentiality, attorney-client privilege/work product, billing Oregon state agencies for legal work performed, attorney billable hours requirements, ~~limitation on the policies regarding time and attendance,~~ outside activities, and conflicts of interests, ~~and confidentiality.~~ ODOJ will provide ~~the~~ Legal Fellow ~~will receive with~~ instruction and materials regarding these requirements ~~from the ODOJ~~ at the commencement of ~~his or her~~ fellowship ~~the Fellowship Period.~~

4. ODOJ and the [Center] acknowledge that the [Center] is the employer of Legal Fellow, and not ODOJ or the State of Oregon. The [Center], therefore, shall be responsible for all employment related costs and expenses, including all compensation, any employment related insurance, benefits, workmen's compensation obligations in accordance with ORS Chapter 656, any contributions to a retirement or savings plan, and any other employment costs. The [Center] shall also be responsible for compliance, at its sole expense, with all applicable laws and regulations applicable to Legal Fellow as the [Center]'s employee, including without limitation regulatory, wage/hour, immigration, recordkeeping, and accommodation obligations. Legal Fellow shall not be entitled to holidays, vacations, disability, insurance, or any other benefits offered or provided by ODOJ to its employees but will continue to be entitled to any such benefits offered by the [Center]. ODOJ, however, will provide reasonable cooperation and assistance to the [Center] to assist the [Center]'s compliance with the obligations mentioned in this Section. The [Center] shall provide to Legal Fellow salary and benefits comparable to those offered by ODOJ to its attorney employees with similar experience as Legal Fellow, including without limitation payment of the Legal Fellow's applicable Oregon State Bar dues during the Fellowship Period. ~~During the Fellowship Period, salary and benefits will be provided to the Legal Fellow by the NYU School of Law.~~
5. Tax Reporting. In its capacity as Legal Fellow's employer, the [Center] shall report the Legal Fellow's income to the appropriate tax authorities and withhold and pay to the appropriate taxing authorities all federal, state, and local taxes, including social security and Medicare taxes, from the Legal Fellow's income, as required by law.
6. The Legal Fellow's supervising attorney is Paul Garrahan, Attorney-in-

Charge of the Natural Resources Section ("Supervising Attorney"). The Deputy Attorney General or the Chief Counsel for the General Counsel Division of the ODOJ may appoint a different Supervising Attorney by giving the [Center] written notice in compliance with this Agreement.

7. ODOJ is self-insured with respect to professional liability, and is subject to the provisions, limitations, and exclusions of the Oregon Tort Claims Act, ORS 30.260 through 30.400.
8. ODOJ may inform the [Center] that it no longer wishes to utilize the services of the Legal Fellow at its discretion for any reason upon ten (10) days' written notice to the [Center], provided that ODOJ will attempt to resolve any issues involving the services provided by the Legal Fellow with the Legal Fellow and the [Center] before ceasing its utilization of the services of the Legal Fellow. The [Center] may terminate this Agreement for any reason upon ten (10) days' written notice to ODOJ. Either Party may waive the notice period in writing.
9. Except as set forth in Section C, each Party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party and the results thereof. ODOJ's liability is limited by applicable law, including Article XI, § 7 of the Oregon Constitution, and the limits of liability established by the Oregon Tort Claims Act (ORS 30.260 through ORS 30.400).
- ~~4.—~~
- ~~5. During the Fellowship Period, the Legal Fellow will be protected by applicable state indemnification/immunity laws.~~
- ~~6. The ODOJ may terminate the services of the Legal Fellow for any reason upon seven (7) days' written notice to the [Center], provided that the ODOJ will attempt to resolve any performance or other issues involving the Legal Fellow with the Legal Fellow and the [Center] before terminating the services of the Legal Fellow. The [Center] may terminate this Agreement for any reason upon seven (7) days' written notice to the ODOJ.—~~
- ~~7. The ODOJ 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 ODOJ, 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 ODOJ under this Agreement or (2) ODOJ's breach of this Agreement. The [Center] will indemnify, defend and hold ODOJ harmless from any claims, causes of action, or judgments arising out of the [Center]'s breach of this Agreement.~~

B. Nature of the Fellowship Position at the ODOJ

1. During the Fellowship Period, the ~~ODOJ~~Oregon Attorney General will ~~provide~~appoint the Legal Fellow ~~the title of as a~~ Special Assistant Attorney General pursuant to ORS 180.140(3) and (5). The Legal Fellow shall accept appointment as Special Assistant Attorney General for the purpose of and subject to this Agreement, and will take and be subject to an Oath of Office or an Affirmation of Office in a form substantially similar to one of the samples set forth in Exhibit A-1 and Exhibit A-2. ODOJ may terminate the appointment of the Legal Fellow as a Special Assistant Attorney General at any time. The Legal Fellow's appointment as a Special Assistant Attorney General will end upon termination of this Agreement.
- ~~2.~~As a Special Assistant Attorney General, the Legal Fellow will be acting as a state officer for the purpose of, and shall not act in contravention of, Article XV, § 7 of the Oregon Constitution.
- ~~2.3.~~ The ODOJ will assign the Legal Fellow substantive work and responsibility matching that of other attorneys in ~~the agency~~ODOJ 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.
- ~~3.4.~~ The ODOJ will aim to include the Legal Fellow in the range of its work where possible, such as strategy discussions and court appearances.
- ~~4.5.~~ The ODOJ will afford the Legal Fellow the opportunity to ~~partake~~take part in the ~~extensive~~ legal education, including CLEs, offered by the ODOJ to its attorneys.

C. Liabilities and Indemnities

1. The [Center]'s Indemnity. The [Center] shall defend, indemnify and hold harmless the State of Oregon, ODOJ, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of the [Center] or its officers, employees, subcontractors, or agents under this agreement. Without limiting the generality of the foregoing, the [Center] shall defend and indemnify ODOJ for the [Center]'s breach of its obligations set forth in Section A.4, and for any other liability incurred by ODOJ arising out of any claim against ODOJ asserting that ODOJ is the Legal Fellow's employer; provided that the [Center] shall have no obligation to defend or indemnify ODOJ with respect to any claims based on the acts or omissions

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of the Legal Fellow taken or not taken in response to the direction of ODOJ or based on the specific acts or omissions of ODOJ staff. If the [Center] must defend the State of Oregon or ODOJ, no counsel engaged by the [Center] may represent or claim to represent the State of Oregon or ODOJ without first being authorized to do so by the Oregon Attorney General.

- 2. ODOJ's Indemnity of the [Center].** ODOJ shall indemnify and hold harmless the [Center], and their officers, employees, and agents from and against all third Party claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to acts or omissions of the Legal Fellow when the acts or omissions of the Legal Fellow are in response to the direction of ODOJ. ODOJ's obligations under this Section C.2 are subject to, and its liability is limited by, Article XI, § 7 of the Oregon Constitution, and the Oregon Tort Claims Act (ORS 30.260 through ORS 30.400).
- 3. ODOJ's Indemnity of Legal Fellow.** During the Fellowship Period and provided the Legal Fellow practices law only on behalf of the State of Oregon and does not engage in the practice of law for any other client, and further subject to the limitations of Article XI, section 7, of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), ODOJ shall indemnify, defend, and hold harmless the Legal Fellow from any legal malpractice claim asserted against the Legal Fellow, provided that:
- a. The Legal Fellow waives attorney client privilege as to any facts related to the complaint asserted against the Legal Fellow and that are relevant to any separate proceedings in which the State of Oregon also has an interest, e.g., defense of a tort claim, termination of employment, etc.; and
 - b. The acts or omissions by the Legal Fellow that are the subject of the complaint were made or omitted to be made in accordance with this Agreement and were:
 - 1. In accordance with an ODOJ ethics policy or procedure or an opinion of the ODOJ Ethics Committee;
 - 2. In accordance with direction provides by the Legal Fellow's ODOJ supervisor; or

3. Was apparently within the proper scope and discretion of the duties assigned to the Legal Fellow by ODOJ.

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c. ODOJ shall provide the Legal Fellow with a copy of this Agreement prior to the date that the Legal Fellow begins employment with the [Center].

d. Legal Fellow is an intended third-party beneficiary of this Agreement solely with respect to Section C.3. and no other provisions of this Agreement. There are no other third-party beneficiaries to this Agreement.

C.D. Prohibited Activity

1. The ODOJ 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:
 - a. 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;
 - b. to engage in any other activity that may constitute lobbying under federal, state, or local laws or regulations;
 - c. to influence the outcome of any specific public election; or
 - d. 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 ODOJ may not request or permit the Legal Fellow to participate, ~~as part of his or her employment, on behalf of ODOJ~~ in any matter that involves [XXX] or any of its affiliates ~~that would cause the Legal Fellow to advocate for interests adverse to those of [XXX] or any of its affiliates, or that would create a conflict of interest under applicable rules of professional conduct for the Legal Fellow (a "Prohibited Representation")~~; and, to the extent that the ODOJ participates in a ~~matter that involves or any of its affiliates~~ Prohibited Representation, the ODOJ will create an ethical wall between the Legal Fellow and the ODOJ with regard to the matter, consistent with applicable rules of professional conduct to ensure that the Legal

Fellow ~~has~~ does not have access to ~~no~~ any information relating to the matter.

3. ~~The ODOJ has determined that payment of salary and benefits to the Legal Fellow and the provision of services by the Legal Fellow to the ODOJ do not constitute an impermissible gift under applicable law or regulation.~~ No part of this agreement is intended to induce ODOJ to undertake or refrain from undertaking any action within the purview of ODOJ. ODOJ 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 [XXX] or any of its affiliates.

D.E. Communications and Reporting

1. The [Center] will not have a proprietary or any other interest in the work product generated by the Legal Fellow during the fellowship. The [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 ODOJ. The Parties agree that the Legal Fellow's work product produced under this Agreement during the Fellowship Period is a "work made for hire" of which ODOJ will be considered the author. If the Legal Fellow's work product is not a "work made for hire" as defined at 17 USC 101, then the [Center] hereby assigns to ODOJ all right, title, and interests in such work product. The [Center] shall sign, and cause the Legal Fellow to sign, any documents reasonably requested by ODOJ to fully vest such rights in ODOJ.
2. The Legal Fellow shall, at all times, provide the legal services using ODOJ equipment and information systems in accordance with ODOJ policies. The Legal Fellow may not maintain any separate records of the legal services outside of record-keeping systems not authorized by ODOJ. The Legal Fellow shall comply with ODOJ's policies and practices regarding the confidentiality and security of attorney work product and other materials produced or used by the Legal Fellow during the Fellowship Period.
- ~~1-3.~~ The Legal Fellow shall disclose to ODOJ any conflicts of interests under the Oregon Rules of Professional Conduct existing as of the commencement of and that arise during the Fellowship Period. The [Center] and the Legal Fellow shall cooperate with ODOJ in the investigation and resolution of any such conflict involving the [Center] or the Legal Fellow.
- ~~2-4.~~ The ODOJ acknowledges that [XXX] may be required by applicable law to make filings or disclosures that reference the ODOJ, the Legal Fellow, or the Legal Fellowship Program, and that the ODOJ is not required to review or approve any such filings except where [XXX] requests such review or approval and except as required by applicable law.

~~3.5.~~ Notifications to the ODOJ relating to this agreement should be directed to:

Paul Garrahan
Attorney-in-Charge, Natural Resources Section
Oregon Department of Justice
1162 Court Street NE
Salem, Oregon 97301-4096

[REDACTED]
[REDACTED]
[REDACTED]

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~~4.6.~~ Notifications to the [Center] relating to this agreement should be directed to:

Bethany Davis Noll, Executive Director
State Energy & Environmental Impact Center
[INSERT address and email]

~~E.F.~~ Miscellaneous

1. This Agreement constitutes the complete understanding of the ~~p~~Parties and supersedes any other agreements between the ~~p~~Parties. No amendment to this Agreement will be valid and binding unless reduced to writing and signed by the ~~p~~Parties.
2. This agreement shall not be assigned by either ~~p~~Party without the consent of the other ~~p~~Party.
- ~~2.3.~~ This Agreement and the Parties' performance under this Agreement shall be governed by the laws of the State of Oregon, without regard to its principles governing conflict of laws. The Parties agree that the courts of the State of Oregon shall have exclusive jurisdiction over any dispute related to this Agreement. Nothing herein shall be construed as a waiver by the State of Oregon of its sovereign immunity, or its immunity under the 11th Amendment to the United States Constitution from the jurisdiction of federal courts.
- ~~3.4.~~ 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 ~~p~~Parties may exchange of copies of this Agreement and signature pages in electronic form.

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DRAFT – PRIVILEGED & CONFIDENTIAL

| Dated: DATE, 2024

Vermont Law and Graduate School

By: _____
Bethany Davis Noll
Executive Director
[Center]

Dated: DATE, 2024

Oregon Department of Justice

| By: _____
Ben Gutman
Deputy Attorney General

| _____

EXHIBIT A-1

Oath of Office

State of _____)
County of _____) ss.

I, _____, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Oregon, and the laws thereof, and that I will faithfully discharge the duties of Special Assistant Attorney General according to the best of my ability, so help me God.

(signature)

Subscribed and sworn to before me this ____ day of _____, 20__

Notary Public for _____
My commission expires _____

Note: Execute this oath of office before either a notary public or judicial official and return it to the Supervising Attorney for filing with the Secretary of State.

DRAFT – PRIVILEGED & CONFIDENTIAL

EXHIBIT A-2

State of Oregon

Department of Justice

Affirmation of Office

State of _____)
County of _____) ss.

I, _____, do solemnly affirm that I will support the Constitution of the United States, the Constitution of the State of Oregon, and the laws thereof, and that I will faithfully discharge the duties of Special Assistant Attorney General according to the best of my ability.

(signature)

Subscribed and sworn to before me this ____ day of _____, 20____

Notary Public for _____
My commission expires _____

Note: Execute this affirmation of office before either a notary public or judicial official and return it to the Supervising Attorney for filing with the Secretary of State.

From: [Paul Garrahan](#)
Sent: Monday, June 8, 2026 1:55:00 PM
To: [Stina Trollbäck](#)
Cc: [Bethany Davis Noll](#); [Jessica Bell](#)
Subject: RE: Check in
Sensitivity: Normal
Original email: [Check in.msg](#)

Yes. The Thursday and Friday times work for me.



Paul Garrahan (he/him)
Attorney-in-Charge | Natural Resources Section | General Counsel Division

From: Stina Trollbäck [REDACTED]
Sent: Monday, June 8, 2026 1:53 PM
To: Paul Garrahan [REDACTED] >
Cc: Bethany Davis Noll [REDACTED] >; Jessica Bell <[REDACTED]>
Subject: Check in

CAUTION EXTERNAL EMAIL This email originated from outside of DOJ. Treat attachments and links with caution. ***CAUTION EXTERNAL EMAIL***

Hi Paul,

Do you have time in the next week or so for a check in with Bethany and Jessica? I've listed availability below:

- Thursday, 6/11: 1:30-2pm ET
- Friday, 6/12: 1:30-2pm, 2:30-3pm ET
- Tuesday, 6/16: 3:30-4pm ET

Happy to send more availability if needed - thank you!

Best,
Stina

--
Stina Trollbäck (she/her)
Operations and Development Specialist
[State Energy and Environmental Impact Center](#)
NYU School of Law
[REDACTED]

[Receive the Center's newsletter](#) | [Follow the Center on Instagram](#) | [Follow the Center on Bluesky](#)

From: [Paul Garrahan](#)
Sent: Friday, May 29, 2026 1:12:00 PM
To: [REDACTED]; [Jessica Bell](#)
Subject: Draft Oregon Secondment Agreement
Sensitivity: Normal
Attachments: [SEEIC ODOJ 2026 Secondment Agreement May29draft.docx](#)
Original email: [Draft Oregon Secondment Agreement.msg](#)

Bethany and Jessica: Attached is a redlined draft secondment agreement. The proposed edits here, based off the version that we had been discussing with you a year ago, reflect provisions that we developed while working on an agreement with another entity, designed to provide a little more detail to our proposed relationship. I welcome your feedback on this proposed language. Please let me know when you will be ready to continue our discussion on this.

Thank you! I hope you're both well.



Paul Garrahan (he/him)
Attorney-in-Charge | Natural Resources Section | General Counsel Division
Oregon Department of Justice
Mobile: [REDACTED]

**Employee Secondment Agreement between the Oregon Attorney General's Office
and the State Energy & Environmental Impact Center at [XXX]**

This AGREEMENT ("Agreement") is entered into as of [DATE], 2024, by and between [XXX], a [XXX] not-for-profit education corporation, on behalf of the State Energy and Environmental Impact Center (the "State Impact Center"), and the Oregon Department of Justice ("ODOJ"). In this Agreement, the State Impact Center and ODOJ are collectively referred to as "Parties" and may individually be referred to as a "Party."

WHEREAS, The State Impact Center seeks to provide a supplemental, in-house resource to state attorneys general and their senior staff 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 attorneys general ("Legal Fellows"); and

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

WHEREAS, The ODOJ 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 ODOJ agree to the following:

A. Terms of Service for the Legal Fellowship Program at the ODOJ:

1. The State Impact Center will provide the services of one attorney to the ODOJ to act as a Legal Fellow. The Legal Fellow will be an at will employee of the State Impact Center and shall not be an employee of the ODOJ. The Legal Fellow shall be an active member of the Oregon State Bar. 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 ODOJ, and the State Impact Center, provided, however, that the term of the fellowship will be for one year with the expectation that a second one-year term will follow, subject to the mutual agreement among the parties Legal Fellow, ODOJ and the State Impact Center (the "Fellowship Period").
3. During the Fellowship Period, the Legal Fellow will coordinate the provision

of services directly with ODOJ, who will be the Legal Fellow's client for purposes of the Oregon Rules of Professional Conduct. During the Fellowship Period the Legal Fellow's sole client will be the State of Oregon, be under the direction and control of, and owe a duty of loyalty to, the ODOJ, and will be subject to the During the Fellowship Period the Legal Fellow shall be subject to and comply with ODOJ's policies and procedures governing the legal work of ODOJ attorneys regarding employee conduct, including without limitation those related to confidentiality, attorney-client privilege/work product, billing, Oregon state agencies for legal work performed, attorney billable hours requirements, limitation on the policies regarding time and attendance, outside activities, and conflicts of interests, and confidentiality. ODOJ will provide ~~the~~ Legal Fellow ~~will receive~~ with instruction and materials regarding these requirements from the ODOJ at the commencement of his or her fellowship the Fellowship Period.

4. ODOJ and the State Impact Center acknowledge that the State Impact Center is the employer of Legal Fellow, and not ODOJ or the State of Oregon. The State Impact Center, therefore, shall be responsible for all employment related costs and expenses, including all compensation, any employment related insurance, benefits, workmen's compensation obligations in accordance with ORS Chapter 656, any contributions to a retirement or savings plan, and any other employment costs. The State Impact Center shall also be responsible for compliance, at its sole expense, with all applicable laws and regulations applicable to Legal Fellow as the State Impact Center's employee, including without limitation regulatory, wage/hour, immigration, recordkeeping, and accommodation obligations. Legal Fellow shall not be entitled to holidays, vacations, disability, insurance, or any other benefits offered or provided by ODOJ to its employees but will continue to be entitled to any such benefits offered by the State Impact Center. ODOJ, however, will provide reasonable cooperation and assistance to the State Impact Center to assist the State Impact Center's compliance with the obligations mentioned in this Section. The State Impact Center shall provide to Legal Fellow salary and benefits comparable to those offered by ODOJ to its attorney employees with similar experience as Legal Fellow, including without limitation payment of the Legal Fellow's applicable Oregon State Bar dues during the Fellowship Period. During the Fellowship Period, salary and benefits will be provided to the Legal Fellow by the NYU School of Law.
5. Tax Reporting. In its capacity as Legal Fellow's employer, the State Impact Center shall report the Legal Fellow's income to the appropriate tax authorities and withhold and pay to the appropriate taxing authorities all federal, state, and local taxes, including social security and Medicare taxes, from the Legal Fellow's income, as required by law.

6. The Legal Fellow's supervising attorney is Paul Garrahan, Attorney-in-Charge of the Natural Resources Section ("Supervising Attorney"). The Deputy Attorney General or the Chief Counsel for the General Counsel Division of the ODOJ may appoint a different Supervising Attorney by giving the State Impact Center written notice in compliance with this Agreement.
7. ODOJ is self-insured with respect to professional liability, and is subject to the provisions, limitations, and exclusions of the Oregon Tort Claims Act, ORS 30.260 through 30.400.
8. ODOJ may inform the State Impact Center that it no longer wishes to utilize the services of the Legal Fellow at its discretion for any reason upon ten (10) days' written notice to the State Impact Center, provided that ODOJ will attempt to resolve any issues involving the services provided by the Legal Fellow with the Legal Fellow and the State Impact Center before ceasing its utilization of the services of the Legal Fellow. The State Impact Center may terminate this Agreement for any reason upon ten (10) days' written notice to ODOJ. Either Party may waive the notice period in writing.
9. Except as set forth in Section C, each Party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party and the results thereof. ODOJ's liability is limited by applicable law, including Article XI, § 7 of the Oregon Constitution, and the limits of liability established by the Oregon Tort Claims Act (ORS 30.260 through ORS 30.400).
- ~~4.—~~
- ~~5. During the Fellowship Period, the Legal Fellow will be protected by {applicable state indemnification/immunity laws}.~~
- ~~6. The ODOJ 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 ODOJ 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 ODOJ.—~~
- ~~7. The ODOJ 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 ODOJ, 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 ODOJ under this Agreement or (2) ODOJ's breach of this Agreement. The State Impact Center will indemnify, defend and hold ODOJ~~

~~harmless from any claims, causes of action, or judgments arising out of the State Impact Center's breach of this Agreement.~~

B. Nature of the Fellowship Position at the ODOJ

1. During the Fellowship Period, the ~~ODOJ Oregon Attorney General~~ will ~~provide appoint~~ the Legal Fellow ~~the title of as a~~ Special Assistant Attorney General ~~pursuant to ORS 180.140(3) and (5).~~ ~~The Legal Fellow shall accept appointment as Special Assistant Attorney General for the purpose of and subject to this Agreement, and will take and be subject to an Oath of Office or an Affirmation of Office in a form substantially similar to one of the samples set forth in Exhibit A-1 and Exhibit A-2. ODOJ may terminate the appointment of the Legal Fellow as a Special Assistant Attorney General at any time. The Legal Fellow's appointment as a Special Assistant Attorney General will end upon termination of this Agreement.~~
- ~~1-2.~~ As a Special Assistant Attorney General, the Legal Fellow will be acting as a state officer for the purpose of, and shall not act in contravention of, Article XV, § 7 of the Oregon Constitution.
- ~~2-3.~~ The ODOJ will assign the Legal Fellow substantive work and responsibility matching that of other attorneys in ~~the agency~~ ODOJ 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.
- ~~3-4.~~ The ODOJ will aim to include the Legal Fellow in the range of its work where possible, such as strategy discussions and court appearances.
- ~~4-5.~~ The ODOJ will afford the Legal Fellow the opportunity to ~~partake take part~~ in the ~~extensive~~ legal education, including CLEs, offered by the ODOJ to its attorneys.

C. Liabilities and Indemnities

1. **The State Impact Center's Indemnity.** ~~The State Impact Center shall defend, indemnify and hold harmless the State of Oregon, ODOJ, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of the State Impact Center or its officers, employees, subcontractors, or agents under this agreement. Without limiting the generality of the foregoing, the State Impact Center shall defend and indemnify ODOJ for the State Impact Center's breach of its obligations set forth in Section A.4, and for any other liability incurred by ODOJ arising~~

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out of any claim against ODOJ asserting that ODOJ is the Legal Fellow's employer; provided that the State Impact Center shall have no obligation to defend or indemnify ODOJ with respect to any claims based on the acts or omissions of the Legal Fellow taken or not taken in response to the direction of ODOJ or based on the specific acts or omissions of ODOJ staff. If the State Impact Center must defend the State of Oregon or ODOJ, no counsel engaged by the State Impact Center may represent or claim to represent the State of Oregon or ODOJ without first being authorized to do so by the Oregon Attorney General.

2. ODOJ's Indemnity of the State Impact Center. ODOJ shall indemnify and hold harmless the State Impact Center, and their officers, employees, and agents from and against all third Party claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to acts or omissions of the Legal Fellow when the acts or omissions of the Legal Fellow are in response to the direction of ODOJ. ODOJ's obligations under this Section C.2 are subject to, and its liability is limited by, Article XI, § 7 of the Oregon Constitution, and the Oregon Tort Claims Act (ORS 30.260 through ORS 30.400).

3. ODOJ's Indemnity of Legal Fellow. During the Fellowship Period and provided the Legal Fellow practices law only on behalf of the State of Oregon and does not engage in the practice of law for any other client, and further subject to the limitations of Article XI, section 7, of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), ODOJ shall indemnify, defend, and hold harmless the Legal Fellow from any legal malpractice claim asserted against the Legal Fellow, provided that:

- a. The Legal Fellow waives attorney client privilege as to any facts related to the complaint asserted against the Legal Fellow and that are relevant to any separate proceedings in which the State of Oregon also has an interest, e.g., defense of a tort claim, termination of employment, etc.; and
- b. The acts or omissions by the Legal Fellow that are the subject of the complaint were made or omitted to be made in accordance with this Agreement and were:
 1. In accordance with an ODOJ ethics policy or procedure or an opinion of the ODOJ Ethics Committee;
 2. In accordance with direction provides by the Legal Fellow's ODOJ supervisor; or

3. Was apparently within the proper scope and discretion of the duties assigned to the Legal Fellow by ODOJ.

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c. ODOJ shall provide the Legal Fellow with a copy of this Agreement prior to the date that the Legal Fellow begins employment with the State Impact Center.

d. Legal Fellow is an intended third-party beneficiary of this Agreement solely with respect to Section C.3. and no other provisions of this Agreement. There are no other third-party beneficiaries to this Agreement.

C.D. Prohibited Activity

1. The ODOJ 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:
 - a. 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;
 - b. to engage in any other activity that may constitute lobbying under federal, state, or local laws or regulations;
 - c. to influence the outcome of any specific public election; or
 - d. 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 ODOJ may not request or permit the Legal Fellow to participate, ~~as part of his or her employment, on behalf of ODOJ~~ in any matter that involves [XXX] or any of its affiliates that would cause the Legal Fellow to advocate for interests adverse to those of [XXX] or any of its affiliates, or that would create a conflict of interest under applicable rules of professional conduct for the Legal Fellow (a "Prohibited Representation"); and, to the extent that the ODOJ participates in a ~~matter that involves or any of its affiliates~~ Prohibited Representation, the ODOJ will create an ethical wall between the Legal Fellow and the ODOJ with regard to the matter, consistent with applicable rules of professional conduct to ensure that the Legal

Fellow ~~has does not have~~ access to ~~no any~~ information relating to the matter.

3. ~~The ODOJ has determined that payment of salary and benefits to the Legal Fellow and the provision of services by the Legal Fellow to the ODOJ do not constitute an impermissible gift under applicable law or regulation.~~ No part of this agreement is intended to induce ODOJ to undertake or refrain from undertaking any action within the purview of ODOJ. ODOJ 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 [XXX] or any of its affiliates.

D.E. Communications and Reporting

1. The State Impact Center will not have a proprietary or any other 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 ODOJ. The Parties agree that the Legal Fellow's work product produced under this Agreement during the Fellowship Period is a "work made for hire" of which ODOJ will be considered the author. If the Legal Fellow's work product is not a "work made for hire" as defined at 17 USC 101, then the State Impact Center hereby assigns to ODOJ all right, title, and interests in such work product. The State Impact Center shall sign, and cause the Legal Fellow to sign, any documents reasonably requested by ODOJ to fully vest such rights in ODOJ.
2. The Legal Fellow shall, at all times, provide the legal services using ODOJ equipment and information systems in accordance with ODOJ policies. The Legal Fellow may not maintain any separate records of the legal services outside of record-keeping systems not authorized by ODOJ. The Legal Fellow shall comply with ODOJ's policies and practices regarding the confidentiality and security of attorney work product and other materials produced or used by the Legal Fellow during the Fellowship Period.
- ~~1-3.~~ The Legal Fellow shall disclose to ODOJ any conflicts of interests under the Oregon Rules of Professional Conduct existing as of the commencement of and that arise during the Fellowship Period. The State Impact Center and the Legal Fellow shall cooperate with ODOJ in the investigation and resolution of any such conflict involving the State Impact Center or the Legal Fellow.
- ~~2-4.~~ The ODOJ acknowledges that [XXX] may be required by applicable law to make filings or disclosures that reference the ODOJ, the Legal Fellow, or the Legal Fellowship Program, and that the ODOJ is not required to review or approve any such filings except where [XXX] requests such review or approval and except as required by applicable law.

~~3.5.~~ Notifications to the ODOJ relating to this agreement should be directed to:

Paul Garrahan
Attorney-in-Charge, Natural Resources Section
Oregon Department of Justice
1162 Court Street NE
Salem, Oregon 97301-4096

[REDACTED]
[REDACTED]
[REDACTED]

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~~4.6.~~ Notifications to the State Impact Center relating to this agreement should be directed to:

Bethany Davis Noll, Executive Director
State Energy & Environmental Impact Center
[INSERT address and email]

~~E.F.~~ Miscellaneous

1. This Agreement constitutes the complete understanding of the ~~p~~Parties and supersedes any other agreements between the ~~p~~Parties. No amendment to this Agreement will be valid and binding unless reduced to writing and signed by the ~~p~~Parties.
2. This agreement shall not be assigned by either ~~p~~Party without the consent of the other ~~p~~Party.
- ~~2.3.~~ This Agreement and the Parties' performance under this Agreement shall be governed by the laws of the State of Oregon, without regard to its principles governing conflict of laws. The Parties agree that the courts of the State of Oregon shall have exclusive jurisdiction over any dispute related to this Agreement. Nothing herein shall be construed as a waiver by the State of Oregon of its sovereign immunity, or its immunity under the 11th Amendment to the United States Constitution from the jurisdiction of federal courts.
- ~~3.4.~~ 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 ~~p~~Parties may exchange of copies of this Agreement and signature pages in electronic form.

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DRAFT – PRIVILEGED & CONFIDENTIAL

Dated: DATE, 2024 [XXX]

By: _____
Bethany Davis Noll
Executive Director
State Energy & Environmental Impact Center

Dated: DATE, 2024 Oregon Department of Justice

By: _____
Ben Gutman
Deputy Attorney General
