

William Wayne Justice Center for Public Interest Law

The University of Texas School of Law – 2021 Justice Corps

Texas Law Gideon's Promise Fellowship

Recipient Agreement

The 2021 Texas Law Gideon's Promise Fellowship provides a stipend of \$50,000.00 to support the recipient's full-time legal work at a sponsoring organization through the Gideon's Promise Law School Partnership Project.

The University of Texas School of Law (the law school), Gideon's Promise, and the El Paso County Public Defender Office (the sponsoring organization), and I have entered into a Memorandum of Understanding regarding the fellowship, which is incorporated into this agreement by reference. In the event of a conflict between the Memorandum of Understanding and this agreement, the Memorandum of Understanding governs.

As a condition of accepting the fellowship stipend from the Law School, I agree to the following:

- I will work at the El Paso County Public Defender Office, the sponsoring organization, full-time for twelve consecutive months, commencing on or after August 1, 2021.
- I understand that I will receive a monthly stipend from the law school for the term of the fellowship. If before the end of the fellowship term, I am hired as a permanent employee of the sponsoring organization or I cease working for the sponsoring organization, the fellowship will terminate.
- I understand that I will receive the monthly stipend in advance and that if my fellowship terminates before the end of the month, I will be responsible for repaying the law school a pro rata portion of the monthly stipend.
- I understand that I am not an independent contractor or employee of the law school; that I am not entitled to any employee benefits from the law school; and that I am responsible for any tax consequences connected to my receipt of the stipend, including, but not limited to, payment of all applicable self-employment taxes required under applicable state and federal law.
- If I am hired by the sponsoring organization for a permanent position before the end of the fellowship term, I will immediately notify Mary Crouter, Assistant Director of the William Wayne Justice Center for Public Interest Law (Assistant Director) via email (mcrouter@law.utexas.edu) and provide a statement signed by the sponsoring organization establishing how many months of work I completed as a fellow.
- If before the end of the fellowship term, I am terminated by the sponsoring organization or I terminate my relationship with the sponsoring organization, I will immediately notify the Assistant Director and provide a statement signed by

the sponsoring organization establishing how many months of work I completed as a fellow.

- If at any time during my fellowship the sponsoring organization or Gideon's Promise fail to follow through on obligations to me undertaken in the Memorandum of Understanding, I will notify the Assistant Director promptly.
- By September 1, 2021, I will send a letter to Dean Ward Farnworth describing my fellowship and thanking him for the fellowship. I will send a copy to the Assistant Director.
- By March 1, 2022, I will submit 1) a progress report (of at least 2 typed pages) about my work for the sponsoring organization and the training I receive from Gideon's Promise and 2) a photograph or photographs of myself working at the sponsoring organization and/or at a Gideon's Promise training to the Assistant Director via email.
- I understand that I may be asked to attend events at the Law School related to my Fellowship and/or the Justice Corps program, and I will make every effort to attend.
- By October 1, 2022, I will submit a letter to the Assistant Director from the sponsoring organization establishing that I worked for the organization for the twelve-month fellowship term.
- By October 1, 2022, I will submit a final report (of 5-10 typed pages) on my fellowship, my work experience at the sponsoring organization, my training from Gideon's Promise, and my future career plans to the Assistant Director via email.
- By October 1, 2022, I will send a letter to Dean Ward Farnsworth reporting on my fellowship and thanking him for the fellowship. I will send a copy to the Assistant Director via email.
- I understand that the Law School and the Justice Center may post the progress report, final report, and any photographs I provide on its website and elsewhere. I hereby give them permission to post and otherwise disseminate the reports and photographs and any other information about me or photographs of me in connection with this fellowship.

Signed by: /s/

Date:

Simon Lu

EID: