

GRANT AGREEMENT

This grant agreement (this "Agreement") is made effective on October 26, 2017 (the "Effective Date"), between the Ohio State University Foundation, an Ohio nonprofit corporation (the "Foundation"), Ohio State University (the "University"), an instrumentality of the state of Ohio, and the Charles Koch Foundation, a Kansas nonprofit corporation (the "Donor"). This Agreement is for the benefit of the Drug Enforcement and Policy Center (the "Center"), which will be imminently created and housed in the Michael E. Moritz College of Law (the "College"). The Foundation, the University, and the Donor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties." The Parties agree as follows:

1. **Promoting Academic Freedom.** Consistent with the Donor's principles of supporting open inquiry and a diversity of ideas in higher education, the Donor's grant is intended to help promote a republic of science at the University where ideas can be exchanged freely and useful knowledge will benefit the well-being of individuals and society. Thus, the Parties agree that the academic freedom of the University, the Center, and their faculty, students, and staff is critical to the success of the Center's research, scholarship, teaching, and service.
2. **The Foundation and the University's Proposal.** The Parties enter into this Agreement based on the Foundation and the University's proposal, which is hereby incorporated into and made part of this Agreement, and attached as Attachment A (the "Proposal"). The Proposal reflects the vision of and relies on the leadership of Douglas Berman, Esq., who is expected to be selected by the University, according to its normal procedures, to be the director of the Center (the "Center Director"). As stated in the Proposal and consistent with the Center Director's vision, the mission of the Center is to support and promote interdisciplinary research, scholarship, education, community outreach and public engagement on the myriad issues and societal impacts surrounding the reform of criminal and civil laws prohibiting or regulating the use and distribution of traditionally illicit drugs. The Center will examine the impact of modern drug laws, policies and enforcement on personal freedoms and human well-being. The Center will also give particularized and sustained attention to analyzing the rapid evolution of marijuana laws and the results of state-level reform efforts (collectively referred to as the "Center's Mission").
3. **The Center Programs.**
 - a. **Generally.** To support the Center's Mission, the University desires to create the following positions and activities to affiliate with the Center, collectively referred to as the "Center Programs." The Center Programs are described more fully in the Proposal and include "3 Tenure-Track Professorships," the "Administrative Director Stipend," the "Executive Director ("Center Director") Stipend," the "Research Fellow," the "Visiting Faculty," the "Research Support," the "Research Librarian," the "Travel Support," and "Center Programmatic Support." The Foundation and the University shall each use any funds received under this Agreement to support the Center Programs in accordance with the terms of this Agreement. According to the University's normal procedures, the Center Director is responsible for directing the Center Programs, which includes allocating and administering the Center's budget, supervising Center staff, mentorship, and other duties to advance the Center's Mission as deemed appropriate by the Center Director.
 - b. **Selection According to the University's Normal Procedures.** The Parties mutually agree that the selection of the foregoing positions and fellowships by the University will follow the University's normal procedures for selecting such positions and fellows for the applicable academic units. As a matter of academic freedom for academic units at the University, individuals who hold positions with or are affiliated with the Center must be approved by the Center Director, in accordance with College's and University's normal procedures.
4. **The University's Support for the Center.** The University shall support the Center Programs to advance the University's mission. As part of this support, the University shall ensure that the faculty, students, and staff working with the Center have adequate space to achieve the Center's Mission. The University shall provide the Center with sufficient, contiguous office space including shared conference and meeting spaces.

5. The Donor's Support for the Center Programs.

a. Contributed Amount. Subject to the terms of this Agreement, the Donor will contribute funds to the Foundation solely to support the Center Programs to advance the Center's Mission (all or part of such funds are referred to as the "Contributed Amount(s)"). The maximum Contributed Amount for each Center Program is as follows:

Center Programs	Contributed Amount
Salary and fringe benefits for 3 Tenure Track Professorships	Up to \$2,226,000
Salary and fringe benefits for the Research Librarian	Up to \$253,000
Costs and expenses for the Visiting Faculty	Up to \$300,000
Costs and expenses for the Executive Director ("Center Director") Stipend	Up to \$642,250
Costs and expenses for the Administrative Director Stipend	Up to \$425,000
Costs and expenses for the Research Fellows	Up to \$398,000
Costs and expenses for Research Support	Up to \$105,750
Costs and expenses for Center Programmatic Support	Up to \$90,000
Costs and expenses for Travel Support	Up to \$60,000

b. Other Support. If the University and Donor mutually agree, the Donor may also contribute in-kind services to the University to help promote the work of the University, the Center, or the University faculty, students, and staff.

6. Grant Process and Administration.

a. The Foundation Payment Request. The Foundation shall submit an annual written request according to the schedule below to the Donor for the Donor's consideration (the "Foundation Payment Request"). If the Donor approves the Foundation Payment Request, the Donor shall make a contribution up to the amount listed in the below schedule to the Foundation, and the Foundation shall accept such Contributed Amount on behalf of the University. If the Donor does not approve the Foundation Payment Request, the Donor is under no obligation to contribute any funds to the Foundation or the University.

b. The Foundation Payment Request and Proposed Payment Schedule.

Foundation Payment Request Date	Donor Response and Proposed Contribution Date	Contributed Amount
Submitted as the Proposal	Within sixty (60) days of the Parties signing this Agreement	Up to \$830,000
June 1, 2018	On or about August 1, 2018	Up to \$1,166,300
June 1, 2019	On or about August 1, 2019	Up to \$1,037,600
June 1, 2020	On or about August 1, 2020	Up to \$723,600
June 1, 2021	On or about August 1, 2021	Up to \$742,500
Total Maximum Aggregate Contributed Amount:		\$4,500,000

c. The Fund. The Foundation shall place all of the Contributed Amount in a segregated and restricted fund on its books and records called the "Drug Enforcement and Policy Center-CKF Fund" (the "Fund"). The Foundation and the University shall solely use the Fund to support the Center Programs as stated in this Agreement. The Foundation shall make the Fund available for contributions from other donors. If another donor makes a contribution to the Fund, the Foundation shall notify the Donor of the amount donated and, if permitted by the other donor, the name of the other donor.

7. Contributed Amount Used Solely for Charitable Purposes for the Center Programs.

a. Tax Status. According to IRS records, the Foundation is an organization described within the meaning of Internal Revenue Code (the "Code") sections 501(c)(3) and 509(a)(1). The University has furnished the Donor with records showing that it is an organization described in Code section 170(c)(1) or 511(a)(2)(B). The Foundation and the University shall immediately notify the Donor if their respective tax statuses change.

b. Charitable Purpose. The Foundation and the University shall use the Contributed Amount solely for the Center Programs, which is a charitable purpose described in section 170(c)(2)(B) of the Code. The Foundation and the University shall not use the Contributed Amount to influence legislation as described in section 4945(d)(1) of the Code, to influence the outcome of any election, for a political campaign or intervention, to carry on any voter registration drive, or any other purpose that would jeopardize the Donor's tax-exempt status or subject the Donor to penalties under Chapter 42 of the Code.

c. Center Programs. The Foundation and the University shall return to the Donor any Contributed Amount not spent for the Center Programs.

8. General Terms.

a. Term. The term of this Agreement is from the Effective Date to the later of July 31, 2022, or until the Foundation and the University have spent all of the Contributed Amount, unless earlier terminated pursuant to this Agreement.

b. Termination. The Donor has the right to terminate this Agreement if: (i) the Foundation or the University materially breaches any term of this Agreement; (ii) the Center Programs are not advancing the Center's Mission; or (iii) such action is necessary to comply with any law applicable to the Foundation, the University, or the Donor. Such termination is effective upon the expiration of thirty days from the date notice was provided by the Donor to the Foundation or the University. If the Agreement is terminated, the Foundation and the University shall return all unspent Contributed Amounts to the Donor within fifteen days of the Donor's request. The Foundation and the University are not relying on the Donor's proposed funding under this Agreement to incur any obligation or take any action or inaction.

c. Publicity. The Parties shall give each other a reasonable opportunity to review any significant public announcement related to the Agreement. The Parties shall not use each other's logos without the applicable Party's express written consent. Use of the University logo must be approved by the University Office of Trademark and Licensing.

d. Donor Notice. The Foundation and the University shall each notify the Donor prior to making this Agreement publicly available or upon receiving records requests for this Agreement or related information.

e. Entire Agreement. The terms contained in this Agreement supersede all prior oral or written agreements and understandings between the Parties related to the matters contained in this Agreement and constitute the entire agreement between the Parties with respect to the matters contained in this Agreement.

f. Order of Precedence. If there is a conflict between the terms of this Agreement and the terms in the Proposal, this Agreement controls.

g. Amendments. No amendment to this Agreement will be effective unless it is in writing and signed by the Parties.

h. Severability. The terms of this Agreement are severable. If any court of competent jurisdiction construes any term of this Agreement to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining terms of this Agreement will not be affected.

i. No Waiver. No delay or failure by any Party to enforce any right or claim under this Agreement is a waiver of such right or claim. Any waiver by any Party of any term of this Agreement is not a further or continuing waiver of such term.

j. Third Party Rights. This Agreement does not confer any rights or remedies upon any third party other than the permitted assigns of the Parties.

k. No Assignment. The Foundation and the University shall not transfer or assign their respective interests in the Agreement or any amount to be contributed pursuant to this Agreement without the express written consent of the Donor.

l. Notice. All notices in connection with this Agreement must be in writing and are effective when delivered personally by hand or one business day after the day sent by overnight courier at the address below, or to another address provided by a Party to the other Parties.

If to the Foundation:

Ohio State University Foundation
1480 West Lane Ave.
Columbus, OH 43221
Attn: Leanda Rix, Director of Development

If to the Donor:

Charles Koch Foundation
1320 N. Courthouse Road, Suite 500
Arlington, VA 22201
Attn: Grant Administrator
Cc: General Counsel's Office

m. Counterparts. This Agreement may be executed in several counterparts, each of which constitutes an original and all of which, when taken together, constitute one agreement or direction. Copies of signatures (whether facsimile or other electronic transmission) to this Agreement are deemed to be originals and may be relied upon to the same extent as the originals.

The Parties have hereby executed this Agreement as dated below, but agree that this Agreement is effective as of the Effective Date.

The OHIO STATE UNIVERSITY FOUNDATION

By:

Michael C. Eicher

Name: Michael C. Eicher

Title: Sr. Vice President for Advancement,
President of The Ohio State University Foundation

Date: 10/20/2017

CHARLES KOCH FOUNDATION

By:

Brian Hooks

Name: Brian Hooks

Title: President

Date: 10/20/2017

The OHIO STATE UNIVERSITY

By:

Geoffrey S. Chatas

Name: Geoffrey S. Chatas

Title: Senior VP of Business and Finance, CFO

Date:

10.26.17

ATTACHMENT A

Ohio State University Foundation and Ohio State University Proposal to Support the Drug Enforcement and Policy Center

Mission

The mission of the Center, which will be imminently created and housed in the Michael E. Moritz College of Law at the University, is to support and promote interdisciplinary research, scholarship, education, community outreach and public engagement on the myriad issues and societal impacts surrounding the reform of criminal and civil laws prohibiting or regulating the use and distribution of traditionally illicit drugs. The Center will examine the impact of modern drug laws, policies and enforcement on personal freedoms and human well-being. The Center will also give particularized and sustained attention to analyzing the rapid evolution of marijuana laws and the results of state-level reform efforts, as follows:

Center Programs

Tenure-Track Professorships

The University will select 3 individuals for the Tenure-track Professorships by the fall 2018 semester. The individuals holding a Tenure-track Professorship will engage in research, teaching, and community outreach related to the Center's Mission. This work will include devoting a significant amount of time and resources to work related to the Center.

Executive Director Stipend

The Executive Director (sometime referred to as "Center Director") Stipend will allow the Center Director to devote a significant amount of time and resources to work related to the Center.

Administrative Director Stipend

The Administrative Director will serve as the staff leader of the Center and will be responsible for managing the administrative activities and program budget as well as the logistics of the Center's operations and activities. In addition to day-to-day operations, the Administrative Director will work with the Executive Director and university personnel to forge strategic partnerships with other organizations. He/she will be actively involved in seeking grants and pursuing other funding opportunities to further and foster the work of the Center.

Visiting Faculty

Visiting Faculty will be recruited to devote the entirety of a semester or smaller blocks of time toward work related to the Center. Visiting Faculty may conduct original research related to the Center's mission, teach classes as appropriate, and participate in the Center's activities. Scholars-in-Residence (SIR) will be researchers, practitioners, or members of the media whose expertise, experience and perspective supports and furthers the Center's mission. SIR will be affiliated with the Center for short-term engagements during which they will teach classes, host symposia and/or other activities.

Research Librarian

The Research Librarian will collect and analyze data in conjunction with Center research; aid those associated with the Center in the development of original empirical work; and review and curate the empirical work being done by those outside the Center.

Research Fellows

The Research Fellows will partner with the Executive Director and Administrative Director on specific academic research or related programming that furthers the mission of the Center. Candidates for this role will include recent law graduates interested in pursuing a career in law teaching or junior lawyers eager to work in this space.

Research Support

The Center will support research as it relates to the Center's Mission.

Center Programmatic Support

The Center will host research workshops, conferences, and lectures that improve and disseminate the Center's research, as well as contribute to the academic and national conversation as it relates to the Center's Mission.

Travel Support

The Center will provide travel support as it relates to the Center's Mission.