

GRANT AGREEMENT

This grant agreement (this "Agreement") is made effective on August 13, 2018, (the "Effective Date") between Saint Anselm College (the "College"), a New Hampshire nonprofit corporation, and the Charles Koch Foundation, a Kansas nonprofit corporation (the "Donor"). This Agreement is for the benefit of the currently existing Center for the Study of New Hampshire Politics and Civic Life (the "Center"), which is housed in the currently existing Institute of Politics at the College. The College 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 College 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 College, the Center, and their faculty, students, and staff is critical to the success of the Center's research, scholarship, teaching, and service.

2. **The College's Proposal.** The Parties enter into this Agreement based on the College'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 the College and will rely on the leadership of an individual selected by the College, according to its normal procedures, to be the director of New Hampshire Political Research, under whose authority, the Center would fall (the "Center Director"). As stated in the Proposal and consistent with the College's vision, the mission of the Center is to promote the study of comparative governments and politics in the United States, to facilitate a greater understanding of state and local governance through quality publications, informative debates, and rigorous research (the "Center's Mission").

3. **The Center Programs.**

a. **Generally.** To support the Center's Mission, the College 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 the "Center Director Stipend," "Undergraduate Support," "Outreach Activities," and "Center Support." The College shall use any funds received under this Agreement to support the Center Programs in accordance with the terms of this Agreement. According to the College'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 College Normal Procedures.** The Parties mutually agree that the selection of the foregoing positions and fellowships by the College will follow the College's normal procedures for selecting such positions and fellows for the applicable academic units. As a matter of academic freedom, individuals who hold positions with or are affiliated with the Center must be approved by the Center Director, in accordance with the College's normal procedures.

4. **The College's Support for the Center.** The College shall support the Center Programs to advance the College's mission. As part of this support, the College shall ensure that the faculty, students, and staff working with the Center have adequate space to achieve the Center's Mission. Therefore, The College shall provide the Center with sufficient square feet of 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 College 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
Costs and expenses for the Center Director Stipend	Up to \$750,000
Costs and expenses for the Undergraduate Support	Up to \$190,000
Costs and expenses for Outreach Activities	Up to \$40,000
Costs and expenses for Center Support	Up to \$70,000

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

6. Grant Process and Administration.

a. The College Grant Request. The College shall submit an annual written request according to the schedule below to the Donor for the Donor’s consideration (the “College Grant Request”). If the Donor approves the College Grant Request, the Donor shall make a contribution up to the amount listed in the below schedule to the College, and the College shall accept such Contributed Amount. If the Donor does not approve the College Grant Request, the Donor is under no obligation to contribute any funds to the College.

b. The College Grant Request and Proposed Grant Award Schedule.

College Grant 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 \$210,000
June 1, 2019	On or about August 1, 2019	Up to \$210,000
June 1, 2020	On or about August 1, 2020	Up to \$210,000
June 1, 2021	On or about August 1, 2021	Up to \$210,000
June 1, 2022	On or about August 1, 2022	Up to \$210,000
Total Maximum Aggregate Contributed Amount:		\$1,050,000

c. The Fund. The College shall place all of the Contributed Amount in a segregated and restricted fund on its books and records called the “CSPCL-CKF Fund” (the “Fund”). The College shall solely use the Fund to support the Center Programs as stated in this Agreement. The College shall make the Fund available for contributions from other donors. If another donor makes a contribution to the Fund, the College shall promptly 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 College is an organization described within the meaning of Internal Revenue Code (the “Code”) sections 501(c)(3) and 509(a)(1). The College shall immediately notify the Donor if its tax status changes.

b. Charitable Purpose. The College 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 College 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 College 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, 2023, or until the College has 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 College 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 College or the Donor. Such termination is effective upon the expiration of thirty days from the date notice was provided by the Donor to the College. If the Agreement is terminated, the College shall return all unspent Contributed Amounts to the Donor within fifteen days of the Donor's request. The College is 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.

d. Donor Notice. The College shall notify the Donor 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. Governing Law; Venue. This Agreement is governed, interpreted, and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to conflict of law provisions. Any action or proceeding filed relating to this Agreement must be commenced and maintained exclusively in the state courts

located in Arlington County, Virginia, or the federal courts located in the Eastern District of Virginia. Each of the Parties consent to the exclusive personal jurisdiction of such courts for any such action or proceeding.

l. No Assignment. The College 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.

m. 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 College:

Saint Anselm College
President Steven DiSalvo
100 Saint Anselm Drive
Manchester, NH 03102

Saint Anselm College
James Flanagan
100 Saint Anselm Drive #1739
Manchester, NH 03102

If to the Donor:

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

n. 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.

[Signature Page Follows]

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

SAINT ANSELM COLLEGE

By: 

Name: Dr. Steven DiSalvo

Title: President

Date: 8-21-18

By: 

Name: James Flanagan

Title: Senior VP, College Advancement

Date: 8-21-18

CHARLES KOCH FOUNDATION

By: 

Name: Brian Hooks

Title: President

Date: 8/28/18

ATTACHMENT A

Saint Anselm College of Proposal to Support the Center for the Study of New Hampshire Politics and Civic Life

Mission

The mission of the Center, which is housed in the Institute of Politics at the College is promote the study of comparative governments and politics in the United States, to facilitate a greater understanding of state and local governance through quality publications, informative debates, and rigorous research as follows:

Center Programs

Center Director Stipend

The Center Director Stipend will allow the individual selected by the College to devote a significant amount of their time and resources to work related to the Center, directing and overseeing all of the undergraduate programs and outreach activities.

Undergraduate Support

The Center will offer support for extensive undergraduate programs and activities, such as lecture series, reading groups, research fellowships that promote the mission of the Center.

Outreach Activities

The Center will host research workshops, publications, conferences, and symposium 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.

Center Support

The College will provide the Center with office space, furniture, information technology, and administrative support for its operational needs.

July 11, 2019


CHARLES KOCH FOUNDATION

Jim Flanagan
Senior VP, College Advancement

William Furlong
Interim Vice President & CFO

Saint Anselm College
100 Saint Anselm Drive
Manchester, NH 03102

Messrs. Flanagan and Furlong:

The Charles Koch Foundation, (the "Donor") has received your request letter dated June 25, 2019, proposing that the Contributed Amounts detailed in our grant agreement of August 13, 2018 (the "Grant Agreement"), originally to be donated for the benefit of the Center for the Study of New Hampshire Politics and Civic Live (the "SNHPLC") at Saint Anselm College (the "College"), be redirected to benefit the College's Center for Ethics in Business and Governance (the "CEBG"). We are happy to authorize the redirection proposed according to the terms of this letter agreement.

In addition to the Center Programs described in the Grant Agreement, the College shall be authorized to use the Contributed Amounts for the CEBG Programs described below, for the benefit of the CEBG. No other uses are authorized except those described in the Grant Agreement and this letter agreement.

CEBG Programs	Contributed Amount
CEBG Center Director	Up to \$625,000

This letter agreement cannot be modified or amended except by a writing executed by the College and the Donor. All other terms and conditions of the Grant Agreement shall continue to apply. The CEBG Programs are further described on the College's proposal attached hereto as Attachment A.

Please indicate the College's agreement to this letter agreement by returning a countersigned copy of this letter agreement to: Charles Koch Foundation, 1320 N Courthouse Rd, Ste 500, Arlington, VA 22201.

Sincerely,


Brian Menkes
cc: Stephen Sweet

Agreed to by an Authorized Representative of the St. Anselm's College

By: William Furlong

Print Name & Title: William Furlong Interim VP Finance & CFO

Date: 7/11/19

ATTACHMENT A

St. Anselm's College Proposal to Support the Center for Ethics in Business and Governance

Mission

The Saint Anselm College Center for Ethics in Business and Governance (CEBG) seeks to enrich the knowledge and practice of principled ethical behavior on the part of individuals and corporations in society by engaging important questions and issues in business ethics. Grounded in Saint Anselm's Catholic liberal arts tradition, the CEBG will employ a non-partisan and non-ideological approach to encourage students, alumni, business and nonprofit leaders, and civil servants to become ethical leaders in New Hampshire and beyond.

CEBG Programs

CEBG Center Director

The CEBG Center Director will:

- Provide leadership for the CEBG by planning, coordinating, marketing, and executing events and programs.
- Work with Executive Director to build, coordinate, and offer consulting programs and services, possibly in municipal, non-profit, and/or school board governance.
- Expand fundraising activities, including procurement of new grants, to support and grow existing programs.
- Regularly evaluate and assess programs to measure success.
- Coordinate community engagement and marketing efforts.
- Assist Executive Director in managing and maintaining positive relationships with community leaders, program partners, and other stakeholders.
- Provide oversight, guidance, and direction to all student interns.