

GRANT AGREEMENT

This grant agreement (this "Agreement") is made effective on March 20, 2019 (the "Effective Date") between the **Bowling Green State University Foundation, Inc.**, an Ohio nonprofit corporation (the "Foundation"), **Bowling Green 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 Philosophy, Politics, Economics and Law ("PPEL") Program (the "Program"), which is housed in the Department of Philosophy at the University. 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 Program, and their faculty, students, and staff is critical to the success of the Program's research, scholarship, teaching, and service.

2. **The Foundation and the University's Proposal.** The Parties enter into this Agreement based on the Foundation's and 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 Dr. Kevin Vallier and Dr. Brandon Warmke, who were selected by the University, according to its normal procedures, to be the director and assistant director of the Program (the "Program Director(s)"). As stated in the Proposal and consistent with the Program Directors' vision, the mission of the Program is to further critical reflection on the relationship between different legal, social, political, and economic institutions. (the "Program's Mission").

3. The Program Activities.

a. **Generally.** To support the Program's Mission, the University desires to create the following positions and activities to affiliate with the Program, collectively referred to as the "Program Activities." The Program Activities are described more fully in the Proposal and include two "Tenure-track Assistant Professorships," the "Program Director Support," two "Graduate Fellowships," and "Program Support." The Foundation and the University shall use any funds received under this Agreement to support the Program's mission in accordance with the terms of this Agreement. According to the University's normal procedures, the Program Directors are responsible for directing the Program Activities, which includes allocating and administering the Program's budget, supervising Program staff, mentorship, and other duties to advance the Program's Mission as deemed appropriate by the Program Directors, with approval of chair of the Philosophy Department.

b. **Selection According to the University's Normal Procedures.** The Parties mutually agree that the selection of the positions of Program Directors, Tenure-track Assistant Professorships, and Graduate 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 hired to be part of the Program must be recommended by the Program Directors in accordance with the Department of Philosophy's and University's normal procedures and the Collective Bargaining Agreement.

4. **The University's Support for the Program.** The University shall support the Program Activities to advance the University's mission. As part of this support, the University shall ensure that the faculty, students, and staff working with the Program have office space to achieve the Program's Mission. Therefore, The University shall provide the Program with sufficient office space for the Program's operation in accord with the University's normal allocation procedures.

5. The Donor's Support for the Program Activities.

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

Program Activities	Contributed Amount
Salary and fringe benefits for the two Tenure-track Professorships	Up to \$931,700
Costs and expenses for the Program Director Support	Up to \$232,700
Costs and expenses for two Graduate Fellowships	Up to \$206,700
Costs and expenses for Program Support	Up to \$228,900

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

6. Grant Process and Administration.

a. The Foundation Grant Request. The Foundation shall submit an annual written request according to the schedule below to the Donor for the Donor's consideration (the "Foundation Grant Request"). If the Donor approves the Foundation Grant 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 Grant Request, the Donor is under no obligation to contribute any funds to the Foundation or the University.

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

Foundation 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 \$117,000
June 1, 2019	On or about August 1, 2019	Up to \$193,000
June 1, 2020	On or about August 1, 2020	Up to \$296,000
June 1, 2021	On or about August 1, 2021	Up to \$295,000
June 1, 2022	On or about August 1, 2022	Up to \$305,000
June 1, 2023	On or about August 1, 2023	Up to \$270,000
June 1, 2024	On or about August 1, 2024	Up to \$124,000
Total Maximum Aggregate Contributed Amount:		\$1,600,000

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 "BGSU PPEL Program-CKF Fund" (the "Fund"). The Foundation and the University shall solely use the Fund to support the Program Activities 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 annually 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 Program Activities.

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 Program Activities, 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. Program Activities. The Foundation and the University shall return to the Donor any Contributed Amount not spent for the Program Activities.

8. General Terms.

a. Term. The term of this Agreement is from the Effective Date to the later of July 31, 2025, 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 breaches any term of this Agreement; (ii) the Program Activities are not advancing the Program'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.

d. Donor Notice. The Foundation and the University 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. 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:

Bowling Green State University Foundation, Inc.
Mileti Alumni Center
Alumni Drive
Bowling Green, OH 43403

If to the University:

Bowling Green State University
College of Arts and Sciences
220 Administration Building
Bowling Green, OH 43403
Attn: Dean, College of Arts and Sciences

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.

[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.

**BOWLING GREEN STATE UNIVERSITY
FOUNDATION, INC.**

By: Pamela J. Conlin

Name: Pamela J. Conlin

Title: Vice President for University Advancement / President + CEO, BGSU Foundation, Inc.

Date: 4/3/19

BOWLING GREEN STATE UNIVERSITY

By: Joe B. Whitehead

Name: Joe B. Whitehead

Title: Provost & Senior Vice President

Date: 4/3/19

CHARLES KOCH FOUNDATION

By: Ryan Stowers

Name: Ryan Stowers

Title: Executive Vice President

Date: 4/30/19

ATTACHMENT A

Bowling Green State University Foundation and Bowling Green State University Proposal to Support the Philosophy, Politics, Economics and Law Program

Mission

The mission of the Program, which is housed in the Department of Philosophy at the University is to further critical reflection on the relationship between different legal, social, political, and economic institutions.

Program Activities

Tenure-Track Professorship

The University will select two individuals for the Tenure-track Professorship, with one individual starting by the fall 2019 semester and the other individual starting by the fall 2020 semester. The individuals holding the Tenure-track Professorships will engage in research, teaching, and community outreach related to the Program's Mission. This work will include devoting a significant amount of time and resources to work related to the Program.

Program Director Support

The Program Director Support for Dr. Kevin Vallier and Dr. Brandon Warmke will allow them to devote a significant amount of their time and resources to work related to the Program.

Graduate Fellowships

The University will annually select three graduate fellows interested in pursuing work related to the Program's Mission. The graduate fellows will engage in research and teaching that relates to the Program's Mission. The tenure of the individuals holding each Graduate Fellowship will be 1 year.

Program Support

The Program Support will support the Program to host research workshops, conferences, and lectures that improve and share the Program's research, as well as contribute to the academic and national conversation as it relates to the Program's Mission. The Program Support will also support Program faculty and staff to engage in networking, travel, and marketing, and provide for summer course buyouts.