

GRANT AGREEMENT

This grant agreement (this "Agreement") is made effective on 6/13/19, (the "Effective Date") between **Miami University** (the "University"), a state university in the State of Ohio, and the **Charles Koch Foundation**, a Kansas nonprofit corporation (the "Donor"). This Agreement is for the benefit of the Menard Family Center for Democracy (the "Center"), which is a joint undertaking of the College of Arts and Science and the College of Liberal Arts and Applied Science at the University. 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 University's Proposal.** The Parties enter into this Agreement based on 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 Dr. John Forren, who was selected by the University, according to its normal procedures, to be the inaugural executive director of the Center (the "Executive Center Director"). Rooted in the belief that a healthy democracy requires an informed and engaged citizenry committed to democratic values and practices, as stated in the Proposal, consistent with the Executive Center Director's vision, and as pertaining to the Center Programs (defined below) the mission of the Center is to create and support direct community-focused programming, engaged teaching, and applied research that promotes democratic theory and practice, enhances our understanding of America's 'civic health' and builds the capacity of citizens and communities to collaborate in solving problems across philosophical, political, and social lines (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 one "Tenured-track Faculty Member," the "Executive Center Director," "Associate Director Stipend," "Summer Institute," "Professional Development for Educators," "Administrative Support," "Undergraduate Support," "Course Development," "Outreach and Research Support." The University shall use any funds received under this Agreement to support the Center Programs in accordance with the terms of this Agreement. Subject to the University's normal procedures, as now in effect and hereafter amended, the Executive 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 Executive Center Director.

b. **Selection According to the University's Normal Procedures.** The Parties mutually agree that the selection of the foregoing positions and fellowships, including any future individuals selected to be the Executive Center Director, by the University will follow the University's normal search, selection, and appointment procedures for such positions for the applicable academic units. As a matter of academic freedom at the University, individuals who hold positions with or are affiliated with the Center must be approved by the Executive Center Director, subject to approval according to the University's normal procedures as now in effect and hereafter amended.

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. Therefore, The University shall

provide the Center with sufficient office space including shared conference and meeting spaces in reasonable proximity to each other.

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 University solely to support the Center Programs to advance the Centers Mission (all or part of such funds are referred to as the "Contributed Amount(s)"). Donor's aggregate maximum Contributed Amount is \$1,180,000. The budget allocation for each Center Program is set forth below and totals \$2,950,000. Contributions from third-party donors, who contribute to the MFCFD-CKF Fund (defined in Section 6.c. below), may be used to provide funding for the Center Programs in excess of the Donor's aggregate maximum Contributed Amount. Changes to the budget-category allocations may be made by the mutual written agreement of the Parties (by way of clarification, email agreement is sufficient for these purposes).

Center Programs	Contributed Amount
Salary and fringe benefits for the Tenure-track Faculty Member	Up to \$440,000
Costs and expenses for the Executive Center Director	Up to \$490,000
Costs and expenses for the Associate Director Stipend	Up to \$125,000
Costs and expenses for the Summer Institute	Up to \$670,000
Costs and expenses Professional Development for Educators	Up to \$100,000
Costs and expenses for Administrative Support	Up to \$ 70,000
Costs and expenses for Undergraduate Support	Up to \$800,000
Costs and expenses for Course Development	Up to \$130,000
Costs and expenses for Outreach and Research Support	Up to \$125,000

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.

c. Contingent Grant. The Donor's support under this Agreement is expressly contingent upon Mr. John Menard executing an agreement providing for a grant (the "Menard Grant Agreement") to support the Center Programs. Therefore, the Donor shall not provide any of the Contributed Amount or be obligated to fulfill any other obligation until the Menard Grant Agreement is executed and attached to this Agreement as Attachment B. The Donor's pledge to make contributions pursuant to this Agreement and Mr. Menard's pledge to make contributions pursuant to the Menard Grant Agreement are each contingent upon each other. Therefore, any breach of this Agreement, if caused by the University, is a separate and independent breach on the part of the University, as applicable, under the Menard Grant Agreement and entitles Mr. Menard to exercise any and all of its remedies provided in the Menard Grant Agreement, up to and including the right to terminate the Menard Grant Agreement.

6. Grant Process and Administration.

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

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

University 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 \$264,000
June 1, 2020	On or about August 1, 2020	Up to \$242,000
June 1, 2021	On or about August 1, 2021	Up to \$225,000
June 1, 2022	On or about August 1, 2022	Up to \$136,000
June 1, 2023	On or about August 1, 2023	Up to \$225,000
June 1, 2024	On or about August 1, 2024	Up to \$ 88,000
Total Maximum Aggregate Contributed Amount:		\$1,180,000

c. The Fund. The University shall place all of the Contributed Amount in a segregated and restricted fund on its books and records called the "MFCFD-CKF Fund" (the "Fund"). The University shall solely use the Fund to support the Center Programs as stated in this Agreement. The University shall make the Fund available for contributions from other donors. If another donor makes a contribution to the Fund, the University 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. 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 University shall immediately notify the Donor if its tax status changes.

b. Charitable Purpose. 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 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 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, 2025, or until 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 University 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 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 University. If the Agreement is terminated, the University shall return all unobligated and unspent Contributed Amounts to the Donor within fifteen days of the Donor's request. The University 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. Public Records. The Parties understand that the University, as a state university in the State of Ohio, is subject to Ohio's Public Records Act- Ohio Revised Code 149.43. The Donor acknowledges that this Agreement is a public record and will be produced in response to a proper public records request.

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 relates to the Menard Grant Agreement and is for the benefit of the charitable and educational goals of Mr. John Menard as stated in the Menard Grant Agreement. Therefore, Mr. John Menard has rights under this Agreement. Otherwise, this Agreement does not give any rights or remedies to any third party other than the permitted assigns of the Parties.

k. No Assignment. 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 University:

Miami University
Dr. Gregory Crawford, President
Office of the President
501 E. High Street
Oxford, OH 45056

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.

MIAMI UNIVERSITY

By: 

Name: Dr. Gregory Crawford

Title: University President

Date: 6/5/19

By: 

Name: Thomas Herbert

Title: Senior Vice-President for University Advancement

Date: 6/5/19

By: 

Name: Dr. Christopher Makaroff

Title: Dean: College of Arts and Science

Date: 6/5/19

By: 

Name: Dr. Catherine Bishop-Clark

Title: Regional Dean and Associate Provost

Date: 6/5/19

CHARLES KOCH FOUNDATION

By: 

Name: Ryan Stowers

Title: Executive Vice President, Higher Education

Date: 6/13/19

ATTACHMENT A

Miami University of Proposal to Support the Menard Family Center for Democracy

Mission

Rooted in the belief that a healthy democracy requires an informed and engaged citizenry committed to democratic values and practices, the mission of the Center is to create and support direct community-focused programming, engaged teaching, and applied research that promotes democratic theory and practice, enhances our understanding of America's 'civic health' and builds the capacity of citizens and communities to collaborate in solving problems across philosophical, political, and social lines.

Center Programs

Tenure-track Faculty Member

One tenure-track professor of political science will be hired by the University to provide teaching, research, and service and on work related to the Center's Mission. This scholar will focus on research, student mentorship, and course development related to the Center's work across the University.

Executive Center Director

Support will be provided to allow the Executive Center Director to dedicate a portion not to exceed fifty percent (50%) of the Executive Center Director's time to oversee the activities and research of the Center.

Associate Director Stipend

A faculty member at the Oxford Campus of Miami University will serve as the associate director, collaborating with the Executive Center Director on developing programming and events for the students and community. The associate director may be the Tenure-track Faculty Member.

Summer Institute

Support will be given to the Center to launch annual Summer Institutes offering high school and college students the opportunity to earn academic credits as they engage in immersive study, discussion, and experiential learning opportunities focused on exploring the critical thinking and civic dialogue skills needed for leadership.

Professional Development for Educators

In partnership with local school districts and University faculty, the Center will develop and offer training on best practices in pedagogy to help K12 educators with teaching deliberative dialogue and democratic engagement.

Administrative Support

The University will provide the Center with administrative support to help manage day-to-day operational needs.

Undergraduate Support

The Center will be given support to run robust undergraduate programming that will equip students across disciplines within the University to be engaged and informed citizens who understand the critical role of foundational democratic ideals and how to engage in productive dialogues from multiple perspectives on complex ideas.

Course Development

Funding will be provided for the Center, in collaboration with faculty throughout the University, to develop new honors seminars and other courses that advance its interdisciplinary mission.

Outreach and Research Support

The Center will host research roundtables, speaker events, and other campus and community-based events that improve and share the Center's work, as well as contribute to the academic and national conversation as it relates to the Center's Mission. The Center will also have support for faculty-initiated research projects that address the Center's core interests.

ATTACHMENT B
MENARD GRANT AGREEMENT