

GRANT AGREEMENT

This grant agreement (this "Agreement") is made effective on June 15, 2019, (the "Effective Date") between the **University of New Orleans Foundation**, a Louisiana nonprofit corporation (the "Foundation"), the **University of New Orleans** (the "University"), an instrumentality of the state of Louisiana, and the **Charles Koch Foundation**, a Kansas nonprofit corporation (the "Donor"). This Agreement is for the benefit of the Urban Entrepreneurship and Policy Institute (the "Institute"), which is housed 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 Institute, and their faculty, students, and staff is critical to the success of the Institute'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 Dr. Chris Surprenant, who was selected by the University, according to its normal procedures, to be the director of the Institute (the "Institute Director"). As stated in the Proposal and consistent with the Institute Director's vision, the mission of the Institute is to support research and academic programming connected to issues relevant to entrepreneurship and public policy, foster interdisciplinary research efforts in this area on the University campus, and execute interdisciplinary academic programs on the University campus or in the broader New Orleans community (the "Institute's Mission").

3. **The Institute Programs.**

a. **Generally.** To support the Institute's Mission, the University desires to create the following positions and activities to affiliate with the Institute, collectively referred to as the "Institute Programs." The Institute Programs are described more fully in the Proposal and include the "Institute Director," the "Assistant Director," five "Permanent Faculty Members," the "Undergraduate Scholars/Scholarship Program," and "Additional Support." The Foundation and the University shall each use any funds received under this Agreement to support the Institute Programs in accordance with the terms of this Agreement. According to the University's normal procedures, the Institute Director is responsible for directing the Institute Programs, which includes allocating and administering the Institute's budget, supervising Institute staff, mentorship, and other duties to advance the Institute's Mission as deemed appropriate by the Institute 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 and any employment matters related thereto will follow the University's normal procedures for selecting such positions for the applicable academic units. As a matter of academic freedom for academic units at the University, individuals who will hold positions with or will otherwise affiliate with the Institute must be approved by the Institute Director, in accordance with the University's normal procedures.

4. **The University's Support for the Institute.** The University shall support the Institute 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 Institute have adequate space to achieve the Institute's Mission. Therefore, the University shall provide the Institute with sufficient contiguous office space including shared conference and meeting spaces.

5. **The Donor's Support for the Institute Programs.**

a. **Contributed Amount.** Subject to the terms of this Agreement, the Donor will contribute funds to the Foundation solely to support the Institute Programs to advance the Institute's Mission (all or part of such funds are referred to as the "Contributed Amount(s)"). The maximum Contributed Amount for the purposes set forth herein is \$1,430,000. Budget-category allocations may be made at the discretion of the Institute Director for each Institute Program, except that the Institute Director may not allocate any additional funding for the salary and fringe benefits for the Institute Director and the Foundation is under no obligation to provide additional funding for the Proposal, the Institute, or the Institute Programs.

Institute Programs	Contributed Amount
Salary/stipend for the Institute Director	Up to \$300,000
Salary and fringe benefits for the Assistant Director	Up to \$270,000
Salary and fringe benefits for five Permanent Faculty Members	Up to \$500,000
Costs and expenses for Undergraduate Scholars/Scholarship Program	Up to \$210,000
Costs and expenses for Additional Support	Up to \$150,000

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 Institute, or the University faculty, students, and staff.

6. **Grant Process and Administration.**

a. **The Foundation Grant Request.** The Foundation, through the University or Institute Director, 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 for the purposes set forth herein. 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. The Foundation is only obligated to support the Institute Programs to the extent it receives and holds Contributed Amounts.

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 \$ 477,000
May 1, 2020	On or about July 1, 2020	Up to \$ 476,500
May 1, 2021	On or about July 1, 2021	Up to \$ 476,500
Total Maximum Aggregate Contributed Amount:		\$1,430,000

c. **The Fund.** The Foundation shall place all of the Contributed Amount in a segregated and restricted fund on its books and records (the "Fund") and provide the name of this fund to the Donor when the initial contributed amount is deposited. The Foundation and the University shall solely use the Fund to support the Institute Programs as stated in this Agreement. The Foundation shall make the Fund available for contributions from other donors.

7. Contributed Amount Used Solely for Charitable Purposes for the Institute 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) and 170(b)(1)(A)(vi). 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 Institute 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. Institute Programs. The Foundation and the University shall return to the Donor any Contributed Amount not spent for the Institute Programs.

8. General Terms.

a. Term. The term of this Agreement is from the Effective Date to the later of June 30, 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 breaches any term of this Agreement; (ii) the Institute Programs are not advancing the Institute'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.

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 Foundation and the University shall promptly notify the Donor and Institute Director upon receiving records requests for this Agreement or information related to the Institute.

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 of 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. To the extent allowed by law, this Agreement is governed, interpreted, and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to conflict of law provisions. To the extent allowed by law, 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 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.

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 Foundation:

University of New Orleans Foundation
Advanced Technology Center, Suite 420
2021 Lakeshore Drive
New Orleans, LA 70148
Attn: President

If to the University:

University of New Orleans
2000 Lakeshore Drive
New Orleans, LA 70148
Attn: Provost

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 Charles Koch Foundation Agreement as dated below, but agree that this Agreement is effective as of the Effective Date.

UNIVERSITY OF NEW ORLEANS FOUNDATION

By: Anthony Gregori

Name: ANTHONY GREGORI

Title: PRESIDENT

Date: 6/3/19

CHARLES KOCH FOUNDATION

By: Ryan Stowers

Name: Ryan Stowers

Title: Executive Vice President

Date: 6/13/19

UNIVERSITY OF NEW ORLEANS

By: John W. Nathan

Name: John W. Nathan

Title: PRESIDENT

Date: 6/4/19

ATTACHMENT A

University of New Orleans Foundation and University of New Orleans Proposal to Support the Urban Entrepreneurship and Policy Institute

Mission of the Institute

The mission of the Institute is to support research and academic programming connected to issues relevant to entrepreneurship or public policy, coordinate interdisciplinary research efforts in this area on the University campus, and execute interdisciplinary academic programs on the University campus or in the broader New Orleans community.

Institute People and Programs

Permanent Faculty Member Positions

The University will select five individuals for Permanent Faculty Member positions (tenured, tenure-track, or indefinitely renewable term), with academic appointments beginning in fall 2019, who will engage in research, teaching, and community outreach related to the Institute's mission. The Institute will support course load reductions for each of these faculty members, and the University will provide full support for the salary and fringe benefits for the five Permanent Faculty Member positions beginning in academic year 2022-2023.

Institute Director

The Institute will support a stipend/salary and teaching load reductions for the director. The salary/stipend will be determined before the start of each academic year and equivalent to the funds raised for the following year allocated specifically for this purpose (making an exception to AP-BA-39.3 if necessary). As a match, the University will provide the corresponding fringe benefit amount for this salary/stipend and will charge the director's teaching load reductions to the Institute at the prevailing adjunct teaching rate.

The University appointed Dr. Chris Surprenant, Associate Professor of Philosophy, to be the Founding Director of the Institute on January 1, 2019. On July 1, 2019, he will begin a 5-year, appointment as director. This appointment will be a rolling, renewable term contract that gets extended automatically for an additional year unless the University communicates to the director in writing declining the extension before the end of the current academic year.

Assistant Director

The Assistant Director will be responsible for overseeing staff and programs as it relates to the Institute's Mission, and will report to the Institute Director. This position will be filled by fall 2019.

Undergraduate Scholars/Scholarship Program

The Institute will fund an Undergraduate Scholars or Scholarship Program, which will provide financial support to undergraduate students either working on research projects with Institute faculty, or who are participating in the Institute's undergraduate academic program.

Additional Support

The University will also provide the Institute with office space (as outlined in as outlined in the relevant Space Utilization and Allocation Committee Space Request Form, dated April 8, 2019); furniture; information technology; and other general support.