

## GRANT AGREEMENT

This grant agreement (this "Agreement") is made effective on June 28, 2018, (the "Effective Date") between the **University of Notre Dame du Lac (d/b/a the University of Notre Dame)**, an Indiana nonprofit corporation (the "University"), and the **Charles Koch Foundation**, a Kansas nonprofit corporation (the "Donor"). This Agreement is for the benefit of the Program on Constitutional Studies (the "Program"), which is housed in the College of Arts and Letters (the "College") 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 Program, and their faculty, students, and staff is critical to the success of the Program'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. Vincent Phillip Muñoz, who was selected by the University, according to its normal procedures, to be the director of the Program (the "Program Director"). As stated in the Proposal and consistent with the Program Director's vision, the mission of the Program is to produce scholarship, teaching, and public education on the principles and practices of constitutional government, encouraging students to confront fundamental questions concerning justice, the rule of law, and human flourishing from a variety of historical, cultural, disciplinary, and philosophical perspectives. (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: "Program Director Summer Stipend," "Senior Professorship," "Junior Professorship," "Executive Director/Constitutional Studies Teaching Fellow," "Visiting Constitutional Studies Fellowship," "American Political Thought Fellowship," "Postdoctoral Fellowships/Visiting Fellowships," "Faculty Publication/Research Support," "Undergraduate Support," "Graduate Support," and "High School Outreach Support." The University shall use any funds received under this Agreement to support the Program Activities in accordance with the terms of this Agreement. According to the University's normal procedures, the Program Director is 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 Director.

b. **Selection According to the University's Normal Procedures.** The Parties mutually agree that the selection of the foregoing positions will follow the University's normal procedures for hiring staff and selecting fellows and faculty for those academic units.

4. **The University's Support for the Program Activities.**

a. **The University Program Activities Support.** The University shall support the Program Activities to advance the University's mission. The University shall allocate at least \$4,040,489 to support the Program Activities as set forth below (the "University Program Activities Support"). The University Program Activities Support will be used for: the David A. Potenziani Memorial Associate Professor of Constitutional Studies; the

Program Director; the American Political Thought Fellowship; Ph.D. student tuition waivers; Ph.D./J.D. student tuition waivers; and Program staff. This Agreement is expressly contingent upon the University providing the Program Activities Support.

b. The University Program Activities Support Schedule.

<b>University Program Activities Support Contribution Date</b>	<b>Contribution Amount</b>
Within sixty (60) days of the Parties signing this Agreement	\$ 753,380
June 1, 2019	\$ 767,081
June 1, 2020	\$ 847,397
June 1, 2021	\$ 795,727
June 1, 2022	\$ 876,904
<b>Total University Program Activities Support Contribution</b>	<b>\$4,040,489</b>

c. Generally. 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 adequate space to achieve the Program’s Mission. Therefore, The University shall provide the Program with sufficient contiguous office space including shared conference and meeting spaces.

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 University 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 aggregate maximum Contributed Amount is \$1,500,000. The budget allocation for each Program Activity is set forth below. Contributions from third-party donors, who contribute to the PCS-CKF Fund (defined in Section 6.c. below), may be used to provide funding for the Program Activities 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).

<b>Program Activities</b>	<b>Budget Allocation</b>
Costs and expenses for Program Director Summer Stipend	Up to \$ 111,492
Salary and fringe benefits for Senior Professorship	Up to \$1,170,663
Salary and fringe benefits for Junior Professorship	Up to \$ 668,951
Salary and fringe benefits for Executive Director/Constitutional Studies Teaching Fellow	Up to \$ 472,500
Salary and fringe benefits for Visiting Constitutional Studies Fellowship	Up to \$ 463,500
Costs and expenses for American Political Thought Fellowship	Up to \$ 90,000
Salary and fringe benefits for Postdoctoral Fellowships/Visiting Fellowships	Up to \$ 252,000
Costs and expenses for Faculty Publication/Research Support	Up to \$ 400,000
Costs and expenses for Undergraduate Support	Up to \$ 500,000
Costs and expenses for Graduate Support	Up to \$ 695,000
Costs and expenses for High School Outreach Support	Up to \$ 110,000

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

**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. However, subject to Section 8(b) of this Agreement, the University may use any Contributed Amount it has received to pay the costs accrued by the University for the Postdoctoral Fellowships/Visiting Fellowships or other parts of the Program Activities through the end of the academic semester.

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

<b>University Grant Request Date</b>	<b>Donor Response and Proposed Contribution Date</b>	<b>Contributed Amount</b>
Submitted as the Proposal	Within sixty (60) days of the Parties signing this Agreement	Up to \$ 300,000
June 1, 2019	On or about August 1, 2019	Up to \$ 300,000
June 1, 2020	On or about August 1, 2020	Up to \$ 300,000
June 1, 2021	On or about August 1, 2021	Up to \$ 300,000
June 1, 2022	On or about August 1, 2022	Up to \$ 300,000
<b>Total Maximum Aggregate Contributed Amount:</b>		<b>\$1,500,000</b>

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 “PCS-CKF Fund” (the “Fund”). The University shall solely use the Fund to support the Program Activities 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, if permitted by the other donor the University shall promptly notify the Donor of the amount donated and 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 University is an organization described within the meaning of Internal Revenue Code (the “Code”) sections 501(c)(3) and 509(a)(1). The University shall immediately notify the Donor if its tax status change.

b. Charitable Purpose. 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 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 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, 2023, or until the University has spent all of the Contributed Amount, unless earlier terminated pursuant to this Agreement.

b. Termination. Either party may terminate this Agreement without cause if written notice of termination is given to the other party at least thirty (30) days prior to the proposed termination date. The Donor has the right to terminate this Agreement if: (i) 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 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 unspent Contributed Amounts to the Donor with the exception that the University may use any Contributed Amount it has received to pay the costs accrued by the University for the Postdoctoral Fellowships/Visiting Fellowships or other parts of the Program Activities. 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 other Party's express written consent.

d. Donor Notice. The University shall 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 University shall not transfer or assign its 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:

University of Notre Dame  
940 Grace Hall  
Notre Dame, IN 46556  
Attn: Greg Luttrell  
Director of Research Contracts

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.

**UNIVERSITY OF NOTRE DAME**

By: GN Luttrell

Name: Greg Luttrell

Title: Director, Research Contracts

Date: June 29, 2018

**CHARLES KOCH FOUNDATION**

By: [Signature]

Name: BRIAN HOOKS

Title: PRESIDENT

Date: July 2, 2018

## ATTACHMENT A

### University of Notre Dame Proposal to Support the Program on Constitutional Studies

#### Mission

The mission of the Program, which is housed in the College of Arts and Letters at the University, is to produce scholarship, teaching, and public education on the principles and practices of constitutional government, encouraging students to confront fundamental questions concerning justice, the rule of law, and human flourishing from a variety of historical, cultural, disciplinary, and philosophical perspectives.

#### Program Activities

##### **Program Director Summer Stipend**

The Program Director Summer Stipend for Dr. Vincent Phillip Muñoz will allow him to devote a significant amount of his time and resources to work related to the Program.

##### **Senior Professorship**

The University will commence the selection process by the fall 2019 semester and intends to select an individual for the Senior Professorship in the areas of the foundational principles of American constitutionalism and the American constitutional tradition by the fall 2021 semester. The Senior Professorship will be tenured or tenure-track. The individual holding the Senior Professorship 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.

##### **Junior Professorship**

The University wishes to create a Junior Professorship. The Junior Professorship requires additional funding through a faculty line endowment gift of at least \$1.5m to the Program. The Junior Professorship will be tenure-track. The individual holding the Junior Professorship 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.

##### **Executive Director/Constitutional Studies Teaching Fellow**

The University will hire an Executive Director/Constitutional Studies Teaching Fellow to provide a recent Ph.D. graduate with direct access to the leadership and administrative responsibilities of running a university-based research program.

##### **Visiting Constitutional Studies Fellowship**

The University will select up to five Visiting Research Fellows through the spring 2023 semester. These fellowships will seek to support mid-career academics who have sabbatical support from their home institution and who have potential to move from associate professor to full professor and then become leaders within constitutional studies.

##### **American Political Thought Fellowships**

These two stipends will provide resources to generate and publish content relevant to the Program's themes, including support for the Editor and Managing Editor of the journal *American Political Thought* while it resides at Notre Dame.

##### **Postdoctoral Fellowships/Visiting Fellowship**

The University will select up to five Post-doctoral fellows over the course of the grant. These individuals would be recent Ph.D.'s who need one to two years to publish their research and increase their competitiveness in the academic job market.

**Faculty Publication/Research Support**

The Program will provide outstanding faculty with support for research and publication, as well as to host colloquia with the goal of bringing to Notre Dame the top scholars on constitutional studies.

**Undergraduate Support**

The Program will host an annual lecture series, a biennial distinguished Tocqueville lecture, and an undergraduate fellows program. In addition, the Program will provide summer seminar/internship grants for undergraduates and develop new courses to advance the Program's Mission.

**Graduate Support**

The Program will host up to one postdoctoral fellow each year in Constitutional Studies, support a Constitutional Studies Ph.D. student, and provide Ph.D.-J.D. Fellowships for up to five students through the spring 2023 semester.

**High School Outreach Support**

The Program will extend its educational efforts beyond Notre Dame by partnering with nonprofit organizations aligned with the Program's Mission that are focused on educating high school students to develop and support up to two seminars for high school teachers (and, possibly, high school students) every summer on themes related to the American Constitution. The target attendance for each teacher seminar is 40 or more high school teachers.