

GRANT AGREEMENT

This grant agreement (this “Agreement”) is made effective on February 1, 2020 (the “Effective Date”) between **New York University** (the “University”) and the **Charles Koch Foundation**, a Kansas nonprofit corporation (the “Donor”). This Agreement is for the benefit of the Policing Project (the “Project”), which is housed in the New York University School of Law (the “School”) 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 Project, and their faculty, students, and staff is critical to the success of the Project’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 Professor Barry Friedman, who was selected by the University, according to its normal procedures, to be the director of the Project (the “Faculty Director”). As stated in the Proposal and consistent with the Faculty Director’s vision, the mission of the Project is to partner with communities and police to promote public safety through transparency, equity, and community engagement, focusing on ensuring accountability at the front-end of policing. The Policing Project’s goal is to achieve public safety in a manner that is equitable, non-discriminatory, and respectful of public values. (the “Project’s Mission”).

3. **The Project Programs.**
 - a. **Generally.** To support the Project’s Mission, the University desires to create the following positions and activities to affiliate with the Project, collectively referred to as the “Project Programs.” The Project Programs are described more fully in the Proposal and include a “Executive Director,” the “Director of Operations,” “Director of Communications,” “Administrative Assistant,” “Fellowships and Policing Partnership Consultants,” “Research and Project Support” and a “Affiliated Tenure-Track or Tenured Law School Faculty Position.” The University shall use any funds received under this Agreement to support the Project Programs in accordance with the terms of this Agreement. According to the University’s normal procedures, the Faculty Director is responsible for directing the Project Programs, which includes allocating and administering the Project’s budget, supervising Project staff, mentorship, and other duties to advance the Project’s Mission as deemed appropriate by the Faculty 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 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 who hold positions with or are affiliated with the Project must be approved by the Faculty Director, in accordance with New York University School of Law’s and University’s normal procedures.

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

5. The Donor’s Support for the Project Programs.

a. **Contributed Amount.** Subject to the terms of this Agreement, the Donor will contribute funds to the University solely to support the Project Programs to advance the Project’s Mission (all or part of such funds are referred to as the “Contributed Amount(s)”). The maximum Contributed Amount for each Project Program is as follows:

Program Activities	Budget Allocation
Costs and expenses for Executive Director	Up to \$396,394
Salary and fringe benefits for Director of Operations	Up to \$290,689
Salary and fringe benefits for Director of Communications	Up to \$237,836
Salary and fringe benefits for Administrative Assistant	Up to \$163,879
Costs and expenses for Fellowships and Policing Partnership Consultants	Up to \$615,750
Costs and expenses for Research and Project Support	Up to \$566,380
Costs and expenses for Affiliated Tenure-Track or Tenured Faculty Position(s)	Up to \$1,839,716
Total	Up to \$4,110,644

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 Project, 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.

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 \$1,127,696
June 1, 2021	On or about August 1, 2021	Up to \$1,493,232
June 1, 2022	On or about August 1, 2022	Up to \$358,750
June 1, 2023	On or about August 1, 2023	Up to \$367,719
June 1, 2024	On or about August 1, 2024	Up to \$376,912
June 1, 2025	On or about August 1, 2025	Up to \$386,335
Total Maximum Aggregate Contributed Amount:		\$4,110,644

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 “PP-CKF Fund” (the “Fund”). The University shall solely use the Fund to support the Project Programs as stated in this Agreement.

7. Contributed Amount Used Solely for Charitable Purposes for the Project Programs.

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 changes.

b. Charitable Purpose. The University shall use the Contributed Amount solely for the Project 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. Project Programs. The University shall return to the Donor any Contributed Amount not spent for the Project Programs.

8. General Terms.

a. Term. The term of this Agreement is from the Effective Date to the later of July 31, 2026, or until the University 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 University breaches any term of this Agreement, and the University fails to cure that breach within thirty (30) days of receiving notice of the breach from the Donor; (ii) the Project Programs are not advancing the Project'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 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 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 University shall not transfer or assign its 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:

Barry Friedman, Jacob D. Fuchsberg Professor of Law
Affiliated Professor of Politics
Director of the Policing Project
New York University School of Law
40 Washington Square South, Room 317
New York, NY 10012

Cc: Nancy Daneau
New York University
Assistant Vice Provost for Research
665 Broadway, Suite 805
New York, NY 10012

Cc: NYU Office of General Counsel
70 Washington Square South, 11th floor
New York, NY 10012

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.

NEW YORK UNIVERSITY

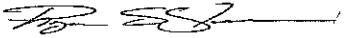
By: Nancy Daneau

Name: Nancy Daneau

Title: Assistant Vice Provost for Research

Date: 2/6/20

CHARLES KOCH FOUNDATION

By: 

Name: Ryan Stowers

Title: Executive Director

Date: 3/5/20

ATTACHMENT A

New York University Proposal for the Policing Project

Mission

The mission of the Policing Project, which is housed in the New York University School of Law, is to partner with communities and police to promote public safety through transparency, equity, and community engagement, focusing on ensuring accountability at the front-end of policing. The Policing Project's goal is to achieve public safety in a manner that is equitable, non-discriminatory, and respectful of public values.

Project Programs¹

Executive Director

The Executive Director, reporting to the Faculty Director, will be responsible for the operations and programs of the Policing Project and promoting the Policing Project's mission across the University and with the public.

Director of Operations

The Director of Operations will oversee the day to day operations of the Policing Project and ensure that all resources are being used effectively and efficiently.

Director of Communications

The Director of Communications will oversee Project communications, web design, and report design. They will be responsible for crafting internal and external communication and in the creation of communication strategies.

Administrative Assistant

The Administrative Assistant will assist with the day to day operations of the Policing Project, which may include maintaining and submitting records and coordinating special events, meetings and projects for the Policing Project.

Fellowships and Policing Partnership Consultants

Support will be provided for a Post-Doctoral Fellow (rotating every two years) and a Legal/Tech Fellow for two years. Support will also be provided for student research fellows. Part-time or full-time policing partnership consultants will be hired to help identify new partner agencies and support ongoing partnerships.

Research and Project Support

Support will be provided for research and an annual conference on front-end accountability. Research may include commissioning research papers, providing research stipends, organizing roundtables and workshops, etc. Additional support will also be provided for development research, outreach assistance, communications, and operations.

Affiliated Tenure-Track or Tenured Law School Faculty Position

New York University School of Law will select an individual for the Tenure-Track or Tenured law professor position, who will be affiliated with the Policing Project and devote a significant amount of time and resources to the work of the Policing Project, including research, teaching, and outreach related to the Policing Project's mission. It is the University's intention to seek to fill this position by Fall 2022 in accordance with the University and School's policies and procedures.

¹ Described here are roles to be performed and not necessarily the job title or title(s) of those roles. It is anticipated that funding among these roles be fluid.