

GRANT AGREEMENT

This grant agreement (this “Agreement”) is made effective on May 27, 2020, (the “Effective Date”) between **Creighton University** (the “University”), and the **Charles Koch Foundation**, a Kansas nonprofit corporation (the “Donor”). This Agreement is for the benefit of the Institute for Economic Inquiry (the “Institute”), which is housed in the Heider College of Business (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 Institute, and their faculty, students, and staff is critical to the success of the Institute’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. Diana Thomas, 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 analyze economic and social outcomes from a variety of academic perspectives, including economics, ethics, and entrepreneurship (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 Stipend,” an “Associate Director,” “Administrative Staff,” “Visiting Faculty Support,” “Undergraduate Fellowships,” “Undergraduate Support,” “Research Support,” and “Institute Support.” 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, subject to oversight by the Heider College of Business Dean, 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 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 Institute must be approved by the Institute Director, in accordance with the College’s and 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 and 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, consisting of no less than five adjacent offices and primary use of one conference space (able to accommodate up to twenty-five persons).

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 University 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)”). Donor’s aggregate maximum Contributed Amount is \$963,000. The projected budget allocation for each Institute Program is set forth below and totals \$3,325,000. Contributions from third-party donors, who contribute to the IEI-CKF Fund (defined in Section 6.c. below), will not diminish 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).

Institute Programs	Contributed Amount
Costs and expenses for the Institute Director Stipend	Up to \$100,000
Costs and expenses for the Associate Director	Up to \$500,000
Costs and expenses for Administrative Staff	Up to \$100,000
Costs and expenses for Visiting Faculty Support	Up to \$750,000
Costs and expenses for Undergraduate Fellowships	Up to \$675,000
Costs and expenses for Undergraduate Support	Up to \$500,000
Costs and expenses for Research Support	Up to \$550,000
Costs and expenses for Institute 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 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. 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 \$577,800
June 1, 2021	On or about August 1, 2021	Up to \$192,600
June 1, 2022	On or about August 1, 2022	Up to \$96,300
June 1, 2023	On or about August 1, 2023	Up to \$96,300
Total Maximum Aggregate Contributed Amount:		\$963,000

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 “IEI-CKF Fund” (the “Fund”). The University shall solely use the Fund to support the Institute 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 Institute 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 Institute 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. Institute Programs. 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 July 31, 2024, 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; (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 University or the Donor. Such termination is effective upon the expiration of thirty days from the date written notice is provided by the Donor to the University unless the breach is remedied by the University or the Institute Programs are corrected so as to advance the Institute's Mission during the thirty day time frame. 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. Donor Notice. 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 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:
Creighton University
Rev. Daniel Hendrickson, President
Office of the President
780300 California Plaza
Creighton Hall Room 232
Omaha, NE 68178

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.

CREIGHTON UNIVERSITY

By: 

Name: Anthony R. Hendrickson, Ph.D.

Title: Dean, Heider College of Business

Date: May 27, 2020

CHARLES KOCH FOUNDATION

By: 

Name: Ryan Stowers

Title: Executive Director

Date: 6/2/2020

ATTACHMENT A

Creighton University's Proposal to Support the Institute for Economic Inquiry

Mission

The mission of the Institute, which is housed in the Heider College of Business at the University is to analyze economic and social outcomes from a variety of academic perspectives, including economics, ethics, and entrepreneurship., as follows:

Institute Programs

Institute Director Stipend

The Institute Director Stipend for Dr. Diana Thomas will allow her to devote a significant amount of her time and resources to work related to the Institute.

Associate Director

The Institute will receive support to hire an Associate Director who will manage and administer the Institute's day-to-day activities. This individual will be responsible for overseeing operations, events, and programs, under the leadership of the Institute Director, to promote the Institute's Mission.

Administrative Staff

The University will provide the Institute with administrative support to help manage scheduling, meetings, and events as needed by the Institute staff.

Visiting Faculty Support

The Institute will receive support to hire an annual Visiting Professor who will produce research, lecture, and mentor students on work related to the Institute's Mission.

Undergraduate Fellowships

The Institute will increase its support in offering rigorous student fellowships to qualified undergraduates by extending opportunities to students in the Gail Werner-Robertson Research Fellows Program and the Dean's Research Fellows Program to contribute to research conducted by the Institute.

Undergraduate Support

The Institute will host seminar series, PPE symposia, reading groups, and public forums to offer undergraduate students across campus the opportunity to engage with the Institute's work.

Research Support

The Institute will receive support to host their annual manuscript conference, provide research grants to faculty across the academy, fund travel for affiliated Institute faculty, and produce rigorous academic research that relates to the Institute's Mission.

Institute Support

The University will provide the Institute with supplies, books, furniture, information technology, and marketing support for its operational needs.