

GRANT AGREEMENT

This grant agreement (this "Agreement") is made effective on August 10, 2021, (the "Effective Date") between **West Virginia University Board of Governors**, on behalf of **West Virginia University** ("WVU" or "University"), the **West Virginia University Foundation** ("Foundation") and the **Charles Koch Foundation**, a Kansas nonprofit corporation (the "Donor"). This Agreement is for the benefit of the Knee Center for the Study of Occupational Regulation (the "Center"), which is housed at The John Chambers College of Business and Economics ("Chambers College") at the University. The University, Foundation, 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 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. Edward Timmons, who has been selected by the University, according to its normal procedures, to be the director of the Center (the "Center Director"). As stated in the Proposal and consistent with the Center Director's vision, the mission of the Center is to provide information to citizens, policymakers, and other researchers about the extent, scope, and effects of occupational regulation. In addition to producing a national database tracking occupational regulation requirements, the Center also promotes and conducts research and organizes panels at national and international conferences (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 "Center Director," "Research Analyst and Policy Analyst," "Research Professor and Research Honoraria," "Conferences, Administrative Resources and General Support," "External Engagement and Outreach Coordinator activities and positions, and for Policy Research and Academic Programs activities and positions," "Graduate Student Fellows and Research Fellows," "Graduate Assistant," and "Student Support." The University shall use any funds received under this Agreement to support the Center Programs in accordance with the terms of this Agreement. According to the University's normal procedures, the 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 Center 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 Center must be approved by the Center Director, in accordance with Chambers College's and the University's normal procedures.
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 the faculty, students, and staff have

sufficient contiguous office space, as well as access to sufficient conference and meeting spaces, to achieve the Center's Mission.

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 Foundation solely to support the Center Programs to advance the Center's Mission (all or part of such funds are referred to as the "Contributed Amount(s)"). The maximum Contributed Amount for each Center Program is as follows:

Center Programs	Contributed Amount
Salary and fringe benefits for Center Director	Up to \$280,378
Costs and expenses for Research Analyst and Policy Analyst	Up to \$210,000
Costs and expenses for Research Professor and Research Honoraria	Up to \$100,000
Costs and expenses for Conferences, Administrative Resources and General Support	Up to \$51,278
Costs and expenses for External Engagement and Outreach Coordinator activities and positions, and for Policy Research and Academic Programs activities and positions	Up to \$421,424
Costs and expenses for Graduate Student Fellows and Research Fellows	Up to \$200,000
Costs and expenses for Graduate Assistant	Up to \$40,920
Costs and expenses for Student Support	Up to \$100,000

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 The Knee Family Foundation ("Knee") executing an agreement providing for a grant from Knee (the "Knee 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 Knee Grant Agreement is executed and attached to this Agreement as Attachment B. The Donor's pledge to make contributions pursuant to this Agreement and Knee's pledge to make contributions pursuant to the Knee Grant Agreement are each contingent upon each other. Therefore, any breach of this Agreement, if caused by the Foundation or the University, is a separate and independent breach on the part of the Foundation or the University, as applicable, under the Knee Grant Agreement and entitles Knee to exercise any and all of its remedies provided in the Knee Grant Agreement, up to and including the right to terminate the Knee Grant Agreement.

6. Grant Process and Administration.

a. The University Grant Request. The University, in conjunction with the Foundation, after consulting with the Center Director, 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 Foundation, and the Foundation shall accept such Contributed Amount on behalf of 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 or the Foundation.

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 \$404,000
June 1, 2022	On or about August 1, 2022	Up to \$500,000
June 1, 2023	On or about August 1, 2023	Up to \$500,000
Total Maximum Aggregate Contributed Amount:		\$1,404,000

c. The Fund. The Foundation shall place all of the Contributed Amount in a segregated and restricted fund on its books and records called the "CSOR-CKF Fund" (the "Fund"). The Foundation and the University shall solely use the Fund to support the Center Programs as stated in this Agreement. The Foundation shall make the Fund available for contributions from other donors. If another donor makes a contribution to the Fund, the Foundation 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. 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). 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 Center 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. Center Programs. The Foundation and 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 August 30, 2024, 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 Center Programs are not advancing the Center'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. The University and the Foundation are 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 the name or logo of the other Parties or their trade, assumed, or true names in any advertising, promotional, or other material in any form of media without the prior written consent of that Party, except that the Donor may use the University's and Foundation's names (a) to identify one or both of them as grantees of Donor on Donor's website, (b) in fundraising materials where the University's and Foundation's name may only be listed as grantees of Donor, and (c) in blog posts, news updates, or other materials on Donor's website & social media publicizing the Center, its staff, work, and/or programming. Other requests to use WVU's name or logo should be sent to the Director of Trademark Licensing at trademarklicensing@mail.wvu.edu. Other requests to use the WVU Foundation's name or logo should be sent to Bill Nevin, AVP of Communications, at wnevin@wvuf.org.

d. Record Requests; Donor Notice. The University and Foundation shall notify the Donor upon receiving any request 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 relates to and is for the benefit of the charitable and educational mission of Knee. Therefore, Knee 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 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.

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 WVU:	Office of the President
	P.O. Box 6201
	1500 University Avenue
	Stewart Hall
	Morgantown, WV 26506-6201

With a copy to: Office of General Counsel
West Virginia University
P.O. Box 6204
Morgantown, WV 26506-6204

If to Donor Charles Koch Foundation
1320 N. Courthouse Road, Suite 500
Arlington, VA 22201
Attn: Grant Administrator
cc: General Counsel's Office

If to Foundation President and CEO
West Virginia University Foundation
1 Waterfront Pl 7th floor
Morgantown, WV 26501

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.

WEST VIRGINIA UNIVERSITY
BOARD OF GOVERNORS on behalf of
WEST VIRGINIA UNIVERSITY

CHARLES KOCH FOUNDATION

By: Maryanne Reed

By: Jonathan Franklin

Name: Maryanne Reed

Name: Jon Franklin

Title: Provost and Vice President for
Academic Affairs

Title: Chief Operating Officer

Date: 8/12/21

Date: 8/13/2021

WEST VIRGINIA UNIVERSITY FOUNDATION

By: Cynthia L Roth

Name: Cynthia L Roth

Title: President and CEO

Date: 11 August, 2021

ATTACHMENT A

West Virginia University Foundation and West Virginia University's Proposal to Support the Knee Center for the Study of Occupational Regulation

Mission

The mission of the Center, at the University, is to provide information to citizens, policymakers, and other researchers about the extent, scope and effects of occupational regulation. In addition to producing a national database tracking occupational regulation requirements, the Center also promotes and conducts research and organizes panels at national and international conferences.

Center Programs¹

Center Director

Center Director will guide the Center's vision, strategic priorities, and manage all center personnel. The Center Director will also produce research and expert insight on the topic of occupational regulation.

Research Analyst and Policy Analyst

Research Analyst: Produce academic research and draft Op-Eds and blog content. This role will also serve as secondary provider of expert insight and work with graduate students on mentorship and oversight.

Policy Analyst: Produce policy research and provide secondary database oversight. This role will also assist with all state policy research.

Research Professor and Research Honoraria

This role will produce academic research, occasional Op-Eds and policy education. They will also work with graduate students on mentorship and oversight.

Conferences, Administrative Resources and General Support

The Center will host networking gatherings, workshops, and large scale public events focused on relevant and timely issues related to occupational regulation. The Center website has annual maintenance fees. Support will also cover travel to conferences, state capitals, and other public events.

External Engagement, Outreach Coordinator Activities and Positions, and Policy Research and Academic Programs Activities and Positions

External Engagement Position: This role will work development education for policymakers on occupational licensing reform. They will serve as grant writer and manager of grants and manage all outreach and public relations for the Center.

Outreach Coordinator Position: This role will arrange stakeholder meetings, maintains all social media platforms, contributes on Op-Eds

Policy Research and Academic Programs Position: This role manages all student workers and researchers at the Center and serves as lead policy researcher. This individual will lead oversight of database, create data visualizations, and produce training for all student workers.

¹ Specific and final position titles shall be determined by WVU and are subject to WVU Talent & Culture policies and practices.

Graduate Student Fellows and Research Fellows

Graduate Student Fellows: These roles will be filled by Ph.D. students that will assist the Center with research projects and also conduct independent research on occupational licensing.

Research Fellows: These roles will be filled by graduate students from other universities contributing to Center work. This will increase the reach of the Center.

Graduate Assistant

Masters student will fulfill this role and serve in an administrative assistant capacity.

Student Support

Undergrads will assist with database work. General support for student speakers, student events, student conference travel, and other general funding to support student learning at WVU and engage the community on occupational licensing or other pertinent topics.