

GRANT AGREEMENT

This grant agreement (this “Agreement”) is made effective on February 23, 2022, (the “Effective Date”) between **The College of William & Mary** in Virginia (“William & Mary” or the “University”), a Virginia public institution of higher education and the **Charles Koch Foundation**, a Kansas nonprofit corporation (the “Donor”). This Agreement is for the benefit of the Global Research Institute (the “Institute”) at William & Mary. William & Mary 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 William & Mary 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. **William & Mary’s Proposal.** The Parties enter into this Agreement based on William & Mary’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 the current director of the Institute (the “Institute Director”) Dr. Michael Tierney, who was selected by William & Mary, according to its normal procedures, to be the director of the Institute. As stated in the Proposal and consistent with the Institute Director’s vision, a mission of the Institute is to diversify theoretical approaches to the study of U.S. foreign policy and grand strategy and related teaching, including supporting up-and-coming scholars who do policy relevant research with strong empirical foundations using the lenses of realism or restraint (the “Institute’s Mission”).
3. **The Institute Programs.**
 - a. **Generally.** To support the Institute’s Mission, William & Mary 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 “Postdoctoral Fellowships,” “Faculty Support,” “Research Support,” and “Events.” William & Mary shall use any funds received under this Agreement to support the Institute Programs in accordance with the terms of this Agreement. According to William & Mary’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 William & Mary’s Normal Procedures.** The Parties mutually agree that the selection of the foregoing positions and fellowships by William & Mary 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 William & Mary, individuals who hold positions with or are affiliated with the Institute must be approved by the Institute Director, in accordance with the Academic Unit’s and William & Mary’s normal procedures.
4. **William & Mary’s Support for the Institute.** William & Mary shall support the Institute Programs to advance the University’s mission. As part of this support, William & Mary shall ensure that the faculty, students, and staff working with the Institute have adequate space to achieve the Institute’s Mission. Therefore, William & Mary 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 William & Mary 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 each Institute Program is as follows:

Institute Programs	Contributed Amount
Costs and expenses for Postdoctoral Fellowships	Up to \$172,000
Salary for Faculty Support	Up to \$114,000
Costs and expenses for Research Support	Up to \$41,230
Costs and expenses for Events	Up to \$122,770

b. Other Support. If William & Mary and Donor mutually agree, the Donor may also contribute in-kind services to the University to help promote the work of William & Mary, the Institute, or William & Mary faculty, students, and staff.

c. Contingent Grant. The Donor's support under this Agreement is expressly contingent upon Mr. Paul Jost and Mrs. Laura Jost executing an agreement providing for a grant (the "Jost Grant Agreement") equal to the CKF grant and on the same payment schedule to support the Institute Programs. Therefore, the Donor shall not provide any of the Contributed Amount or be obligated to fulfill any other obligation until the Jost Grant Agreement is executed and attached to this Agreement as Attachment B. The Donor's pledge to make contributions pursuant to this Agreement and the pledge of Mr. Paul Jost and Mrs. Laura Jost to make contributions pursuant to the Jost Grant Agreement are each contingent upon each other. Therefore, any breach of this Agreement, if caused by the University, is a separate and independent breach on the part of the University, as applicable, under the Jost Grant Agreement and entitles Mr. Paul Jost and Mrs. Laura Jost to exercise any and all of the remedies provided in the Jost Grant Agreement, up to and including the right to terminate the Jost Grant Agreement. And any breach of the Jost Grant Agreement, if caused by the University, is a separate and independent breach on the part of the University, as applicable, under the CKF Grant Agreement and entitles the Charles Koch Foundation to exercise any and all of the remedies provided in the CKF Grant Agreement, up to and including the right to terminate the CKF Grant Agreement.

6. Grant Process and Administration.

a. William & Mary 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 \$ 136,460
July 1, 2022	On or about September 1, 2022	Up to \$ 185,830
July 1, 2023	On or about September 1, 2023	Up to \$ 127,710
Total Maximum Aggregate Contributed Amount:		\$450,000

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 “GRI-CKF/Jost Fund” (the “Fund”). William & Mary 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. William & Mary 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 University shall immediately notify the Donor if its tax status changes.

b. Charitable Purpose. William & Mary shall use the Contributed Amount solely for the Institute Programs, which is a public purpose described in section 170(c)(1) 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. William & Mary 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) William & Mary 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 William & Mary or the Donor. Such termination is effective upon the expiration of thirty days from the date notice was provided by the Donor to William & Mary. If the Agreement is terminated, 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. Donor Notice. William & Mary 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 relates to and is for the benefit of the charitable and educational mission of Mr. Paul Jost and Mrs. Laura Jost. Therefore, Mr. Paul Jost and Mrs. Laura Jost have 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. Governing Law; Venue. This Agreement is governed, interpreted, and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to conflict of law provisions. 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 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.

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 William & Mary:
College of William & Mary
University Advancement
5300 Discovery Park Blvd, 2nd Fl
Williamsburg, VA 23188
Attn: Luiza Newlin-Lukowicz

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.

*Remainder of Page Intentionally Left Blank
Signature Page Follows*

The Parties have hereby executed this Agreement as dated below, but agree that this Agreement is effective as of the Effective Date.

WILLIAM & MARY

DocuSigned by:
By: Amy Sebring
C9330493746D4A6...

Name: Amy Sebring

Title: Chief Operating Officer

Date: 2/24/2022

CHARLES KOCH FOUNDATION

DocuSigned by:
By: Jonathan Franklin
C7415D0287AC400...

Name: Jonathan Franklin

Title: Chief Operating Officer

Date: 2/25/2022

ATTACHMENT A

William & Mary Proposal to Support the Global Research Institute

Mission

A mission of the Global Research Institute (GRI) at William & Mary is to bridge the gap between the academic and foreign policy communities. GRI is a multidisciplinary hub that brings together academics, practitioners, and students to apply rigorous academic research to real world issues. GRI will diversify theoretical approaches to the study of U.S. foreign policy and grand strategy and related teaching by supporting up-and-coming scholars who do policy relevant research with strong empirical foundations using the lenses of realism and/or restraint.

Institute Programs

Postdoctoral Fellowships

Two, 2-year long residential fellowship positions that would allow the fellows to benefit from GRI and contribute to W&M's teaching and research on topics related to a grand strategy of restraint, U.S. overseas military commitments, U.S. alliances, U.S. military spending, foreign aid, and/or free trade.

Faculty Support

This support will provide funding for the salaries of the Institute Director, the program director, and three program advisors/mentors, all of whom were selected by William & Mary according to its normal procedures.

Research Support

Support will provide GRI the ability to support each of the Fellows' research and disseminate their research outputs.

Events

GRI will hold annual book manuscript workshops to support the Fellows' book projects. GRI will also host thematic convenings on contemporary policy issues that highlight realist concepts and provide a platform for research that questions the efficacy of "establishment" foreign policy solutions to both new and historical policy problems.

ATTACHMENT B
JOST GRANT AGREEMENT