

GRANT AGREEMENT

This grant agreement (this “Agreement”) is made effective on July 6, 2022, (the “Effective Date”) between the **Trustees of Dartmouth College**, a New Hampshire nonprofit corporation (the “College”), and the **Charles Koch Foundation**, a Kansas nonprofit corporation (the “Donor”). This Agreement is for the benefit of the Polarization Research Lab (the “Lab”), which is housed at the College. The College 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 College 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 College, the Lab, and their faculty, students, and staff is critical to the success of the Lab’s research, scholarship, teaching, and service.

2. The College’s Proposal. The Parties enter into this Agreement based on the College’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. Sean J. Westwood as Project Administrator of the Lab (the “Lab Project Administrator”). The Lab is within the Arts and Sciences Division at Dartmouth College, which is overseen by the Dean of the Faculty therein pursuant to the College’s procedures. As stated in the Proposal and consistent with the Lab Project Administrator’s vision, the mission of the Lab is to serve as a nexus for work on affective polarization, social trust, and political violence (the “Lab’s Mission”).

2. The Lab Programs.

a. Generally. To support the Lab’s Mission, the College desires to create the following positions and activities to affiliate with the Lab, collectively referred to as the “Lab Programs.” The Lab Programs are described more fully in the Proposal and include the “Faculty Support,” “Monitoring the Pulse of American Partisan Animosity,” “Intervention Evaluation Platform,” “Supporting the Research to Practice Pipeline,” and “Annual Meeting.” The College shall use any funds received under this Agreement to support the Lab Programs in accordance with the terms of this Agreement.. According to the College’s procedures, the Lab Project Administrator is responsible for directing the Lab Programs, which includes allocating and administering the Lab’s budget, supervising Lab staff, mentorship, and other duties to advance the Lab’s Mission as deemed appropriate by the Lab Project Administrator.

b. Selection According to the College’s Procedures. The Parties mutually agree that the selection of the foregoing positions by the College will follow the College’s procedures for selecting such positions for the applicable academic units. As a matter of academic freedom for academic units at the College, individuals who hold positions with or are affiliated with the Lab must be approved by the Lab Project Administrator, in accordance with the College’s procedures.

3. The College’s Support for the Lab.

a. Additional Staff Support. The College commits to charge no indirect costs for the project and provide financial oversight and management support.

b.

4. The Donor’s Support for the Lab Programs.

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

Lab Programs	Contributed Amount
Faculty Support	Up to \$506,901
Monitoring the Pulse of American Partisan Animosity	Up to \$1,838,502
Intervention Evaluation Platform	Up to \$15,000
Supporting the Research to Practice Pipeline	Up to \$739,800
Annual Meeting	Up to \$240,000

b. **Other Support.** If the College and Donor mutually agree, the Donor may also contribute in-kind services to the College to help promote the work of the College, the Lab, or the College faculty, students, and staff.

5. Grant Process and Administration.

a. **The College Grant Request.** The College shall submit an annual written request according to the schedule below to the Donor for the Donor’s consideration (the “College Grant Request”). If the Donor approves the College Grant Request, the Donor shall make, or cause to be made, a contribution up to the amount listed in the below schedule to the College. If the Donor does not approve the College Grant Request, the Donor is under no obligation to contribute, or cause to be contributed, any funds to the College.

b. **The College Grant Request and Proposed Grant Award Schedule.**

College 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 \$ 1,113,401
November 1, 2022	On or about January 1, 2023	Up to \$ 1,113,401
November 1, 2023	On or about January 1, 2024	Up to \$ 1,113,401
Total Maximum Aggregate Contributed Amount:		\$3,340,203

c. **The Fund.** The College shall place all of the Contributed Amount in a segregated and restricted fund on its books and records called the “PRL-CKF Fund” (the Fund”). The College shall solely use the Fund to support the Lab Programs as stated in this Agreement. The College shall make the Fund available for contributions from other donors. If another donor makes a contribution to the Fund, the College shall promptly notify the Donor of the amount donated and, if permitted by the other donor, the name of the other donor.

6. Contributed Amount Used Solely for Charitable Purposes for the Lab Programs.

a. **Tax Status.** According to IRS Records, the College is an organization described within the meaning of Internal Revenue Code (the “Code”) sections 501(c)(3) and 509(a)(1). The College agrees to immediately notify the Donor if its tax status changes.

b. Charitable Purpose. The College shall use the Contributed Amount solely for the Lab Programs, which is a charitable purpose described in section 170(c)(2)(B) of the Code. The College 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. Lab Programs. The College shall return to the Donor any Contributed Amount not spent for the Lab Programs.

7. General Terms.

a. Term. The term of this Agreement is from the Effective Date to the later of June 30, 2025, or until the College 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 College breaches any term of this Agreement; (ii) the Lab's programs are not advancing the Lab's vision; or (iii) such action is necessary to comply with any law applicable to the College or the Donor. Such termination is effective upon the expiration of thirty days from the date notice was provided by the Donor to the College. If the Agreement is terminated, the College shall return all unspent and uncommitted Contributed Amounts to the Donor within thirty days of the Donor's request. The College 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 Donor may publicize its support for the Lab in partnership with the College and other donors in a factual manner. 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 College 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. 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 College 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 the College:

Trustees of Dartmouth College
6066 Development Office
Hanover, NH 03755
Attn: Corporate and Foundation Relations

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.

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

TRUSTEES OF DARTMOUTH COLLEGE

By: 

Name: Katherine R. Norton

Title: Senior Executive Director,
Development and Academic Coordination

Date: 7/6/2022

CHARLES KOCH FOUNDATION

By: 

2F6992B1F1D4E33EC08BA7E8E0FF82AD contractworks.

Name: Jonathan Franklin

Title: Chief Operating Officer

Date: 07/07/2022

ATTACHMENT A

Dartmouth University's Proposal to Support the Polarization Research Lab

Mission

The mission of the Lab, at the University, is to serve as a nexus for work on affective polarization, social trust, and political violence. The goals of the Lab are:

- Monitor the extent of affective polarization in America and identify causes and long-lasting remedies.
- Build a strong research-practice pipeline by sharing expertise, data and designs with community partners.
- Support community organizations and academics with a free and interactive data dashboard for tracking affective polarization, social trust, and related concepts,
- Produce cutting-edge research in high impact journals.
- Train and support graduate students and postdoctoral scholars working on affective polarization, social trust, and political violence.
- Convene meetings with the leading scholars on affective polarization to share research and strategies with each other and with practitioners.
- Coordinate and provide research support (survey time) to scholars and community groups working to understand and attenuate affective polarization.

Lab Programs

Faculty Support: The Lab money will support the work of the three Lab Project Administrators as they run the daily operations of the lab, produce academic scholarship, and evaluate incoming proposals for the “What Works?” Intervention Evaluation Platform.

Monitoring the Pulse of American Partisan Animosity: The Lab will create the most comprehensive study to date of partisan bias in America, based on weekly data compiled over the next five years. In parallel to the survey data collection, the Lab will capture all tweets, press releases, and newsletters from federally elected officials, and all news broadcasts in the U.S. Using machine learning techniques, the Lab will deploy model that classifies the sentiment of the text or audio. The Lab will leverage the time series database to produce journal articles, publicly accessible summaries and a fully interactive public data dashboard, accessible to laypersons with minimal data analytic or technical expertise.

Intervention Evaluation Platform: Provide a platform for experimental designs looking to understand the causes of partisan animosity, as well as designs featuring interventions that can attenuate partisan animosity. By maintaining a database of successful and unsuccessful interventions, the Lab can help scholars focus on successful designs and avoid unsuccessful designs. The Lab will offer up to 10 minutes of survey time on the weekly surveys to researchers affiliated with its lab, to other scholars who propose innovative and potentially effective interventions, as well as to community partners.

Supporting the Research to Practice Pipeline: The Lab will make all collected data publicly accessible in a searchable and fully interactive web dashboard. All data would be made available in as close to real time as possible and without cost. This would, for the first time, allow scholars, community groups, journalists, and students to track, visualize, and understand the state of partisan polarization in real time.

Annual Meeting: The Lab will bring together established scholars, graduate students, community groups and funders for a conference designed to highlight emerging academic work and to develop a network of academics and practitioners focused on the problem of partisan animosity.