

## GRANT AGREEMENT

This grant agreement (this "Agreement") is made effective on 07/25/19, (the "Effective Date") between **Duke University** (the "University") and the **Charles Koch Foundation**, a Kansas nonprofit corporation (the "Donor"). This Agreement is for the benefit of the Center for Science and Justice (the "Center"), which is housed in the School of Law (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 Center, and their faculty, students, and staff is critical to the success of the Center'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 Brandon Garrett, who was selected by the University, according to its normal procedures, to be the director of the Center (the "Faculty Director"). As stated in the Proposal and consistent with the Faculty Director's vision, the mission of the Center is to advance criminal justice and civil rights through the application of interdisciplinary legal and scientific research. The Center will bring together faculty from across the university, law students, undergraduate and graduate students, medical trainees, and others in a collective effort to help explore solutions to solve criminal justice problems in North Carolina, across the United States, and around the globe (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 a "Faculty Director," the "Tenure-Track Law School Faculty," "Senior Lecturing Fellow, Sanford School," "Junior Faculty, School of Medicine," "Executive Director," "Communications Director," "Administrative Assistant," "Space," three "Post-Doctoral Fellows," "Research," one "Post-Doctoral Fellow, School of Medicine," "Researchers," "Data Analyst, School of Medicine," and "Conferences and Symposia." 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 Faculty 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 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 Center must be approved by the Faculty Director, in accordance with the College's and 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 that the faculty, students, and staff working with the Center have adequate space to achieve the Center's Mission. Therefore, The University shall provide the Center with sufficient contiguous office space including shared conference and meeting spaces.

**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 University 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:

<b>Center Programs</b>	<b>Contributed Amount</b>
Faculty Director	Up to \$576,000
Tenure-Track Law School Faculty	Up to \$540,000
Senior Lecturing Fellow, Sanford School	Up to \$76,500
Junior Faculty, School of Medicine	Up to \$176,500
Executive Director	Up to \$600,000
Communications Director	Up to \$210,000
Administrative Assistant	Up to \$150,000
Space	Up to \$120,000
Post-Doctoral Fellows	Up to \$585,000
Research	Up to \$225,000
Post-Doctoral Fellow, School of Medicine	Up to \$195,000
Researchers	Up to \$885,000
Data Analyst, School of Medicine	Up to \$126,000
Conferences and Symposia	Up to \$240,000

The University may also request in writing that changes be made to the Contributed Amounts for Center Programs, should funding needs change, or should new Center Programs be considered.

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.

**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.

<b>University Grant Request Date</b>	<b>Donor Response and Proposed Contribution Date</b>	<b>Contributed Amount</b>
Submitted as the Proposal	Within sixty (60) days of the Parties signing this Agreement	Up to \$ 1,278,000
June 1, 2020	On or about August 1, 2020	Up to \$ 856,750
June 1, 2021	On or about August 1, 2021	Up to \$ 856,750
June 1, 2022	On or about August 1, 2022	Up to \$ 856,750
June 1, 2023	On or about August 1, 2023	Up to \$ 856,750
<b>Total Maximum Aggregate Contributed Amount:</b>		<b>\$4,705,000</b>

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 "CSJ-CKF Fund" (the "Fund"). The University shall solely use the Fund to support the Center 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. Those additional donated funds, may be designated for new or existing Center Programs, including beyond current maximum Contributed Amounts.

**7. Contributed Amount Used Solely for Charitable Purposes for the Center 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 Center 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. Center Programs. 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 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 material term of this Agreement, and the University fails to cure that breach within thirty days of receiving notice of the breach from the Donor; (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 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 sixty 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. 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:  
Duke University  
Office of Research Support  
2200 West Main St., Ste. 710  
Durham, NC 27705  
Attn: Keith Hurka-Owen

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.

**DUKE UNIVERSITY**

By:  \_\_\_\_\_

Name: Vincent Price

Title: President

Date: 8-5-19

**CHARLES KOCH FOUNDATION**

By:  \_\_\_\_\_

Name: Ryan Stowers

Title: Executive Vice President

Date: 8-22-19

## ATTACHMENT A

### Duke University Proposal to Support the Center for Science and Justice

#### Mission

The mission of the Center, which is housed in the School of Law at the University, is to advance criminal justice and civil rights through the application of interdisciplinary legal and scientific research. The Center will bring together faculty from across the university, law students, undergraduate and graduate students, medical trainees, and others in a collective effort to help explore solutions to solve criminal justice problems in North Carolina, across the United States, and around the globe.

#### Center Programs

##### **Faculty Director**

The Faculty Director will set the research priorities for the Center and lead its reform efforts. The Faculty Director will have summer support and teaching release, supported by the Center, in order to have time available to oversee and participate in the full range of Center projects.

##### **Tenure-Track Law School Faculty**

The Tenure-Track faculty member at Duke Law School will conduct research and teach on issues related to the mission of the Center.

##### **Senior Lecturing Fellow, Sanford School**

With Center support, the Sanford School for Public Policy will hire faculty to teach courses in criminal justice policy.

##### **Junior Faculty, School of Medicine**

Funding will go to support two junior faculty members – one existing faculty member and one to be hired – in the Psychiatry and Behavioral Sciences Department at Duke Medical School. These faculty will devote a significant amount of time to teaching and research focused on exploring criminal justice issues from a public health perspective.

##### **Executive Director**

The Executive Director will be responsible for the day-to-day operations of the Center. These duties will include overseeing support staff, media and communications efforts, conference planning, and other duties.

##### **Communications Director**

The Communications Director will maintain a center website and work to share the Center's work with the public.

##### **Administrative Assistant**

An administrative assistant will coordinate calendars and meetings, assist in coordinating events, and handle other tasks necessary for daily operations.

##### **Space**

The University will provide space outside the law school building for the post-doctoral fellows and support staff.

##### **Post-Doctoral Fellows**

Support for three School of Law Post-Doctoral Fellows will provide fellowships for researchers interested in applying their work to criminal justice reform.

**Research**

The Center will conduct research on the accuracy of evidence, assessment of risk of criminal behavior, and needs for rehabilitative treatment. Students working on research projects will have the opportunity to take part in study design, implementation, and dissemination and learn to critically assess scientific research used in the criminal justice context.

**Post-Doctoral Fellow, School of Medicine**

The Center will support one Post-Doctoral fellow in Population Health Science at Duke Medical School to support research on criminal justice issues from a public health perspective.

**Researchers**

Research Assistants in the School of Law and the School of Medicine, Psychiatry Department will receive support to pursue scholarly projects related to empirical criminal justice research and policy

**Data Analyst, School of Medicine**

The Center will support a Data Analyst in the School of Medicine, Psychiatry Department as part of its work to facilitate interdisciplinary work across schools and departments. The analyst will develop ideas for new collaborations on research projects, assess opportunities for obtaining data, and provide analyses that can benefit criminal justice reform stakeholders.

**Conferences and Symposia**

The Center will host and participate in conferences and symposia to launch research projects and highlight CSJ work, bring together leading scholars, and convene stakeholders on topics related to the Center's Mission.