

GRANT AGREEMENT

This grant agreement (this "Agreement") is made effective on September 1, 2019 (the "Effective Date") between **New York University** (the "University"), and the **Charles Koch Foundation**, a Kansas nonprofit corporation (the "Donor"). This Agreement is for the benefit of The Center for Social Media and Politics (the "Center"), which is housed in the College of Arts & Science (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 Dr. Richard Bonneau, Dr. Jonathan Nagler, and Dr. Joshua A. Tucker, who were selected by the University, according to its normal procedures, to be the co-directors of the Center (the "Faculty Directors"). As stated in the Proposal and consistent with the Faculty Directors' vision, the mission of the Center is to support research in three core areas: (1) the relationship between social media and politics, with particular emphasis on the production and flow of information on social media and its impact on politics, (2) the development of innovative methods to use social media data to study politics, and (3) the development of open-source tools that facilitate the use of social media data for the study of politics (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 the "Faculty Directors," "Research Personnel Support," "Operating Support," and "Data Purchase, Storage, and Analysis." 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 Directors are 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 Directors.
 - 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 Directors, in accordance with 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 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:

Center Programs	Contributed Amount
Costs and expenses for Faculty Directors	Up to \$735,000
Costs and expenses for Research Personnel Support	Up to \$2,550,000
Costs and expenses for Operating Support	Up to \$1,360,000
Costs and expenses for Data Purchase, Storage, and Analysis	Up to \$355,000
Total Maximum Aggregate Contributed Amount	Up to \$5,000,000

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.

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, and the University shall accept such Contributed Amount. The Donor is under no obligation to contribute any funds 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 \$ 833,333
July 1, 2020	On or about September 1, 2020	Up to \$ 833,333
July 1, 2021	On or about September 1, 2021	Up to \$ 833,334
July 1, 2022	On or about September 1, 2022	Up to \$ 833,333
July 1, 2023	On or about September 1, 2023	Up to \$ 833,333
July 1, 2024	On or about September 1, 2024	Up to \$ 833,334
Total Maximum Aggregate Contributed Amount:		Up to \$5,000,000

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 “Center for Social Media and Politics-CKF Fund” (the “Fund”). The University shall solely use the Fund to support the Center Programs as stated in this Agreement.

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 June 30, 2025, 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, and the University fails to cure that breach within thirty (30) 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 thirty (30) business 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. Public Records. 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:

Joshua A. Tucker, New York University
Director, [Jordan Center for the Advanced Study of Russia](#)
Professor of Politics
Affiliated Professor of Russian and Slavic Studies
Affiliated Professor of Data Science
Co-Director, [NYU Social Media and Political Participation \(SMaPP\) Laboratory](#)
19 West 4th Street
2nd Floor
New York, NY 10012

Cc: Nancy Daneau
New York University
Assistant Vice Provost for Research
665 Broadway, Suite 805
New York, NY 10012

Cc: NYU Office of General Counsel
70 Washington Square South, 11th floor
New York, NY 10012

If to the Donor:

Charles Koch Foundation
1320 N. Courthouse Road, Suite 500
Arlington, VA 22201
Attn: Grant Administrator

Cc: General Counsel

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.

[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.

NEW YORK UNIVERSITY

By: Nancy Daneau

Name: Nancy Daneau

Title: Assistant Vice Provost for Research

Date: 9/5/19

CHARLES KOCH FOUNDATION

By: Ryan Stowers

Name: Ryan Stowers

Title: Executive Director

Date: 9/18/19

ATTACHMENT A

New York University Proposal to Support The Center for Social Media and Politics

Mission

The proposed Center for Social Media and Politics, an extension of the Social Media and Political Participation (SMaPP) research lab, will support research in three core areas: (i) the relationship between social media and politics, with particular emphasis on the production and flow of information on social media and its impact on politics, (ii) the development of innovative methods to use social media data to study politics, and (iii) the development of open-source tools that facilitate the use of social media data for the study of politics.

Program Activities

Costs and expenses for Faculty Directors

The Center will provide 3-months summer salary for Professors Joshua Tucker and Jonathan Nagler, as well as 1-month summer salary for Professor Richard Bonneau.

Costs and expenses for Research Personnel Support

The Center will provide funding for the salary, benefits, and research expenses of research scientists and postdoctoral fellows. Additionally, the Center will provide funding to support PhD students, student research assistants, visitors, and research collaborators.

Costs and expenses for Operating Support

The Center will provide funding to support a full administrative staff, aimed at increasing the Center's efficiency, output, and impact.

Costs and expenses for Data Purchase, Storage, and Analysis

The Center will pursue quality academic research that advances the Center's Mission. In order to do so, the Center will provide funding for data purchase, storage, and analysis as needed.