

## GRANT AGREEMENT

This grant agreement (this "Agreement") is made effective on Aug 22, 2019, (the "Effective Date") between **Cornell University** (the "University"), a New York education corporation, and the **Charles Koch Foundation**, a Kansas nonprofit corporation (the "Donor"). This Agreement is for the benefit of the Cornell Program in Infrastructure Policy (the "Program"), which is housed in the Office of the Vice Provost for Research ("OVPR") 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 Program, and their faculty, students, and staff is critical to the success of the Program'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. Raymond R. Geddes, who was selected by the University, according to its standard procedures, to be the director of the Program (the "Program Director"). As stated in the Proposal and consistent with the Program Director's vision, the mission of the Program is to focus on improving the delivery, maintenance, and operation of physical infrastructure (the "Program's Mission").

3. **The Program Activities.**

a. **Generally.** To support the Program's Mission, the University desires to create the following positions and activities to affiliate with the Program, collectively referred to as the "Program Activities." The Program Activities are described more fully in the Proposal and include the "Program Executive Director," the "Program Director," "Program Support," the "Visiting Scholars," and "Research and Outreach." The University shall use any funds received under this Agreement to support the Program Activities in accordance with the terms of this Agreement. According to the University's standard procedures, the Program Director is responsible for directing the Program Activities, which includes allocating and administering the Program's budget, supervising Program staff, mentorship, and other duties to advance the Program's Mission as deemed appropriate by the Program Director.

b. **Selection According to the University's Standard Procedures.** The Parties mutually agree that the selection of the foregoing positions and fellowships by the University will follow the University's standard 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 Program must be approved by the Program Director, in accordance with the OVPR's and University's standard procedures.

4. **The University's Support for the Program.** The University shall support the Program Activities to advance the University's mission. As part of this support, the University shall ensure that the faculty, students, and staff working with the Program have adequate space to achieve the Program's Mission. Therefore, The University shall provide the Program with contiguous office space including shared conference and meeting spaces.

**5. The Donor’s Support for the Program Activities.**

a. Contributed Amount. Subject to the terms of this Agreement, the Donor will contribute funds to the University solely to support the Program Activities to advance the Program’s Mission (all or part of such funds are referred to as the “Contributed Amount(s)”). The maximum Contributed Amount for each of the Program Activities is as follows:

<b>Program Activities</b>	<b>Contributed Amount</b>
Salary and fringe benefits for the Program Executive Director	Up to \$ 699,883
Salary and fringe benefits for the Program Director	Up to \$ 205,695
Costs and expenses for the Program Support	Up to \$ 100,623
Costs and expenses for the Visiting Scholars	Up to \$ 160,000
Costs and expenses for the Research and Outreach	Up to \$ 333,799
<b>Total Maximum Contributed Amount by Donor</b>	<b>Up to \$1,500,000</b>

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 Program, 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 \$ 447,515
January 1, 2020	On or about March 1, 2020	Up to \$ 441,320
January 1, 2021	On or about March 1, 2021	Up to \$ 443,898
January 1, 2022	On or about March 1, 2022	Up to \$ 86,002
January 1, 2023	On or about March 1, 2023	Up to \$ 81,265
<b>Total Maximum Aggregate Contributed Amount:</b>		<b>\$1,500,000</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 “CPIP-CKF Fund” (the “Fund”). The University shall solely use the Fund to support the Program Activities as stated in this Agreement. The University shall make the Fund available for contributions from other donors. If (1) Donor introduces another donor to the University and notifies University thereof, and (2) such a donor makes a contribution to the Fund, the University shall promptly notify Donor of the amount donated and, if permitted in writing by the other donor, the name of such donor.

**7. Contributed Amount Used Solely for Charitable Purposes for the Program Activities.**

a. Tax Status. 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 Program Activities, 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, or to carry on any voter registration drive.

c. Program Activities. The University shall return to the Donor any Contributed Amount not spent for the Program Activities.

**8. General Terms.**

a. Term. The term of this Agreement is from the Effective Date to the later of February 29, 2024, or until the University has spent all of the Contributed Amount, unless earlier terminated pursuant to this Agreement.

b. Termination. Either Party has the right to terminate this Agreement if: (i) the other Party breaches any term of this Agreement; (ii) the Program Activities are not advancing the Program’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 terminating Party to the other Party. If the Agreement is terminated, the University shall return all Contributed Amounts unspent as of the termination notice to the Donor within fifteen days of the date of the termination notice.

c. Publicity. Neither Party shall use the other Party’s name and/or logo without the applicable Party’s express written consent. The Parties shall give each other a reasonable opportunity to review any significant public announcement related to the Agreement.

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 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:  
Office of the Provost  
Cornell University  
300 Day Hall  
Ithaca, NY 14853-2801  
Attn: Emmanuel P. Giannelis

If to 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.

**CORNELL UNIVERSITY**

**CHARLES KOCH FOUNDATION**

By:   
Tracy L. Cary (Aug 22, 2019)

By: 

Name: Tracy L. Cary

Name: Ryan Stowers

Title: Associate Vice President for Operations

Title: Executive Director

Date: Aug 22, 2019

Date: 9/13 / 2019

By: 

Name: Emmanuel P. Giannelis

Title: Vice Provost for Research/Vice President for  
Technology Transfer, Intellectual Property, and Research Policy

Date: Aug 28, 2019

## ATTACHMENT A

### Cornell University Proposal to Support the Cornell Program in Infrastructure Policy

#### **The Program's Mission**

The Cornell Program in Infrastructure Policy (CPIP) is focused on improving the delivery, maintenance, and operation of physical infrastructure.

#### **Program Activities**

##### **Program Executive Director**

The University will select an individual for the Program Executive Director position by the fall 2020 semester. The individual selected as the Program Executive Director will devote a significant amount of time and resources to work related to the Program and will serve as a visiting lecturer in one or more departments. The Program Executive Director will report to the Program Director.

##### **Program Director**

Support for the Program Director will supplement his salary, summer salary, and fringe benefits and support a program director stipend.

##### **Program Support**

The University will provide the Program with office space, furniture, information technology, and administrative support for its operational needs.

##### **Visiting Scholars**

The Program will host research Visiting Scholars that improve and share the Program's research, as well as contribute to the academic and national conversation as it relates to the Program's Mission.

##### **Research and Outreach**

The Program will conduct Research and Outreach, including hosting an annual conference, events, and meetings that improve and share the Program's research with the public, as well as contribute to the academic and national conversation as it relates to the Program's Mission.