

GRANT AGREEMENT

This grant agreement (this "Agreement") is made effective on 8/5/19, (the "Effective Date") between **Western Michigan University** (the "University"), an instrumentality of the state of Michigan, and the **Charles Koch Foundation**, a Kansas nonprofit corporation (the "Donor"). This Agreement is for the benefit of the Center for Principled Leadership and Business Strategy (the "Center"), which is housed in the Haworth College of Business (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. Douglas A. Lepisto and Dr. Derrick McIver, who were selected by the University, according to its normal procedures, to be the co-directors of the Center (the "Center Co-Directors"). As stated in the Proposal and consistent with the Center Co-Directors' vision, the mission of the Center is to build a major degree program that seeks to help students understand how business can be a vehicle to improve the lives of customers, communities, and society, and supports transformative educational experiences. (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 "Center Co-Directors," "Administrative Assistant," "Undergraduate Assistants," "Event Costs," "Center Resources," "Marketing and Technology Resources," and "Research Expenses." 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 Center Co-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 Center Co-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 Center Co-Directors, 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:

Center Programs	Contributed Amount
Center Co-Directors	Up to \$1,122,500
Administrative Assistant	Up to \$335,140
Undergraduate Assistants	Up to \$184,058
Event Costs	Up to \$500,000
Center Resources	Up to \$600,000
Marketing and Technology Resources	Up to \$500,000
Research Expenses	Up to \$100,000
Maximum Contributed Amount	Up to \$3,342,000

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.

c. **Contingent Grant.** The Donor's support under this Agreement is expressly contingent upon the Richard G. Haworth executing an agreement providing for a grant (the "Haworth Grant Agreement") to support the Center Programs. Therefore, the Donor shall not provide any of the Contributed Amount or be obligated to fulfill any other obligation until the Haworth Grant Agreement is executed and attached to this Agreement as Attachment B. The Donor's pledge to make contributions pursuant to this Agreement and Richard G. Haworth's pledge to make contributions pursuant to the Haworth 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 Haworth Grant Agreement and entitles Richard G. Haworth to exercise any and all of its remedies provided in the Haworth Grant Agreement, up to and including the right to terminate the Haworth Grant Agreement.

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. 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 \$ 167,200
June 1, 2020	On or about August 1, 2020	Up to \$ 167,200
June 1, 2021	On or about August 1, 2021	Up to \$ 167,200
June 1, 2022	On or about August 1, 2022	Up to \$ 167,200
June 1, 2023	On or about August 1, 2023	Up to \$ 167,200
Total Maximum Aggregate Contributed Amount:		\$836,000

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 "CPLBS-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.

7. Contributed Amount Used Solely for Charitable Purposes for the Center Programs.

a. Tax Status. Public University - The University has furnished the Donor with records showing that it is an organization described in Internal Revenue Code ("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. 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 term of this Agreement; (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 fifteen 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. 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 relates to and is for the benefit of the charitable and educational mission of Richard G. Haworth. Therefore, Richard G. Haworth has 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 respective 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 University:
Office of the President
Western Michigan University
1903 W Michigan Ave
Kalamazoo, MI 49008-5202

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.

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.

WESTERN MICHIGAN UNIVERSITY

By: 

Name: Dr. Edward Montgomery

Title: President

Date: 6/25/19

CHARLES KOCH FOUNDATION

By: 

Name: Ryan Stowers

Title: Executive Vice President

Date: 8/5/19

ATTACHMENT A

Western Michigan University Proposal to Support the Center for Principled Leadership and Business Strategy

Mission

The mission of the Center, which is housed in the Haworth College of Business at the University is to build a major degree program that seeks to help students understand how business can be a vehicle to improve the lives of customers, communities, and society, and that supports transformative educational experiences.

Center Programs

Center Co-Directors

Support for the Center Co-Directors to provide their services by Fall 2019. The individuals will be responsible for overseeing staff and programs related to the Center's Mission which will require a significant amount of time and resources.

Administrative Assistant

Support for an administrative assistant to manage the day-to-day operations of the Center and assist in coordinating events.

Undergraduate Assistants

Funding supports internships (could also use jobs/work study/etc.) for three students to assist with events, business development, alumni relations, and social media.

Event Costs

The Center will host educational events that will bring together educators, students, practitioners, and members of the local community.

Center Resources

Support for center related expenses such as books, travel expenses, and student activities.

Marketing and Technology Resources

Expenses related to marketing, webpages, and software for the Center.

Research Expenses

Support for expenses related to conducting research related to the Center's Mission

ATTACHMENT B

THE HAWORTH FAMILY GRANT AGREEMENT

