

GRANT AGREEMENT

This grant agreement (this "Agreement") is made effective on October 16, 2019, (the "Effective Date") between **The UCLA Foundation**, a California nonprofit corporation (the "Foundation"), the **Regents of the University of California**, a California public corporation, for the benefit of its Los Angeles campus (the "University"), and the **Charles Koch Foundation**, a Kansas nonprofit corporation (the "Donor"). This Agreement is part of a fundraising effort involving several donors in order to raise a total of \$10,250,000 to establish and support the UCLA Institute for Technology, Policy, and Law (the "Institute"), to be housed in the UCLA School of Law and UCLA Samueli School of Engineering (the "Schools") at the University. The Foundation, 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 Institute, and their faculty, students, and staff is critical to the success of the Institute's research, scholarship, teaching, and service.
2. **The Foundation and the University's Proposal.** The Parties enter into this Agreement based on the Foundation and 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. John Villasenor, who has been selected by the University, according to its normal procedures, to be the director of the Institute (the "Institute Director"). As stated in the Proposal and consistent with the Institute Director's vision, the mission of the Institute is to undertake research, thought leadership, and education that informs and elevates academic and public discourse on the policy, regulatory, and legal frameworks that can impact technological advances to maximize innovation, economic growth, and societal well-being (the "Institute's Mission").
3. **The Institute Programs.**
 - a. **Generally.** To support the Institute Mission, the University desires to create the following positions and activities to affiliate with the Institute, collectively referred to as the "Institute Programs." The Institute Programs are described more fully in the Proposal and include two "Tenured or Tenure-Track Faculty," "Institute Leadership Support," "Research Support," "Institute and Staff Support," and "Fundraising Support." The Foundation and the University shall each use any funds received under this Agreement to support the Institute Programs in accordance with the terms of this Agreement. According to the University's normal procedures, the Institute Director is responsible for directing the Institute Programs, which includes allocating and administering the Institute budget, supervising Institute staff, mentorship, and other duties to advance the Institute's Mission as deemed appropriate by the Institute 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, which includes the approval of the Dean of the applicable academic unit.
 - c. **Institute Positions and Affiliations.** As a matter of academic freedom for academic units at the University, individuals who hold positions with or are affiliated with the Institute must be approved by the Institute Director and Associate Director in accordance with the University's normal procedures.
4. **The University's Support for the Institute.** The University shall support the Institute Programs to advance the University's mission. As part of this support, the University shall provide the Institute with contiguous space, including offices and shared conference rooms.

5. The Donor's Support for the Institute Programs.

a. Contributed Amount. Subject to the terms of this Agreement, the Donor will contribute a total of \$4,000,000 to the Foundation solely to support the Institute Programs to advance the Institute's Mission (all or part of such funds are referred to as the "Contributed Amount(s)"). The maximum Contributed Amount for each Institute Program is as follows:

Institute Programs	Contributed Amount
Salary, costs, and benefits for the two Tenured or Tenure-Track Faculty	\$1,287,500
Costs and expenses for Institute Leadership	\$ 949,500
Costs and expenses for Research Support	\$ 873,000
Costs and expenses for Institute and Staff Support	\$ 646,000
Costs and expenses for Fundraising Support	\$ 244,000

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 Institute, or the University faculty, students, and staff.

c. Current use funding. Donor understands that the Contributed Amount is for current use.

d. Contingent Grant.

i. The Donor's support under this Agreement is expressly contingent upon the Foundation and University executing an agreement to support the Institute Programs with: (i) Dennis Troesh for a grant from the Troesh Family Foundation (the "Troesh Grant Agreement"); (ii) the Anthony & Jeanne Pritzker Family Foundation (the "Anthony & Jeanne Pritzker Family Foundation Grant Agreement"); and (iii) Brad Jones for a grant made in his individual capacity (the "Jones Grant Agreement"). The Troesh Family Foundation, the Anthony & Jeanne Pritzker Foundation, and Brad Jones are collectively referred to as the "Donor Partners."

ii. The Donor shall not provide any of the Contributed Amount or be obligated to fulfill any other obligation until the Donor Partners Grant Agreements are executed and executed copies are provided to the Donor where permitted. The Donor's pledge to make contributions pursuant to this Agreement and the Donor Partners' pledges made in each respective Donor Grant Agreement are each contingent upon each other. Therefore, any breach of this Agreement, if caused by the Foundation or the University, is a separate and independent breach on the part of the Foundation or the University, as applicable, under each of the respective Donor Grant Agreements and entitles each Donor Partner to exercise any and all of their remedies provided in each respective Donor Partner Grant Agreement.

6. Grant Process and Administration.

a. The Foundation Payment Request. The Foundation shall submit an annual written request according to the schedule below to the Donor (the "Foundation Payment Request"). Donor recognizes that the Institute's specific fiscal needs may change from year to year, and the Foundation, at the Institute's direction, can, up to the total amount below, propose modifications to the specific activities or staffing expectations indicated in 5(a). If the Donor approves the Foundation Payment Request, the Donor shall make a contribution up to the amount listed in the below schedule to the Foundation, and the Foundation shall accept such Contributed Amount on behalf of the University.

b. The Foundation Payment Request and Proposed Payment Schedule.

Foundation Grant Request Date	Donor Response and Proposed Contribution Date	Contributed Amount
June 1, 2020	On or about August 1, 2020	Up to \$ 139,293
June 1, 2021	On or about August 1, 2021	Up to \$ 864,217
June 1, 2022	On or about August 1, 2022	Up to \$ 48,852
June 1, 2023	On or about August 1, 2023	Up to \$1,892,167
June 1, 2024	On or about August 1, 2024	Up to \$ 692,349
June 1, 2025	On or about August 1, 2025	Up to \$ 363,122
Total Maximum Aggregate Contributed Amount:		\$4,000,000

c. Allocation of Contributed Amounts. The Foundation shall maintain a segregated and restricted fund on its books and records for each of the five Institute Programs. The Foundation shall make the funds available for contributions from other donors. If another donor makes a contribution to these funds the Foundation 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 Institute Programs.

a. Tax Status. According to IRS records, the Foundation and the University are organizations described within the meaning of Internal Revenue Code (the "Code") sections 501(c)(3) and 509(a)(1). The Foundation and the University shall immediately notify the Donor if their respective tax statuses change.

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

8. General Terms.

a. Term. The term of this Agreement is from the Effective Date to the later of July 31, 2026, or until the Foundation and the University have 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 Foundation or the University materially breaches any term of this Agreement; (ii) the Institute Programs are not advancing the Institute's Mission; or (iii) such action is necessary to comply with any law applicable to the Foundation, 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 Foundation or the University. If the Agreement is terminated, the Foundation and the University shall return all unspent Contributed Amounts to the Donor within thirty 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. Public Records. The Foundation and the University shall notify the Donor upon receiving records requests pursuant to the California Public Records Act 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 goals of each respective Donor Partner. Therefore, each respective Donor Partner 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. No Assignment. The Foundation and the University shall not transfer or assign their 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 Foundation:

The UCLA Foundation
James Gallo
Sr Executive Director, Professional Schools
BOX 951590, Ste 1400, UCLA Wilshire Center
Los Angeles, CA 90095

If to the University:

University of California, Los Angeles
Box 951476, 2332 Law Building
Los Angeles, CA 90095-1476

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.

THE UCLA FOUNDATION

By: Rhea Turteltaub

Name: Rhea P. Turteltaub

Title: Executive Vice President

Date: Nov 18, 2019

CHARLES KOCH FOUNDATION

By: [Signature]

Name: Ryan Stowers

Title: Executive Vice President

Date: 12/12/19

UNIVERSITY OF CALIFORNIA, LOS ANGELES

By: Gene D Block

Name: Gene D. Block

Title: Chancellor

Date: Nov 18, 2019

By: Jennifer L. Mnookin

Name: Jennifer Mnookin

Title: Dean, UCLA School of Law

Date: Nov 14, 2019

By: [Signature]

Name: Jayathi Murthy

Title: Ronald and Valerie Sugar Dean, UCLA Samueli School of Engineering

Date: Nov 14, 2019

ATTACHMENT A

UCLA Foundation and University of California, Los Angeles Proposal to Support the Institute for Technology, Law, and Policy

Mission

The mission of the Institute for Technology, Law, and Policy (“the Institute”) is to provide research, thought leadership, and education that informs the policy, regulatory, and legal frameworks that can impact technological advances and their ability to maximize innovation, economic growth, and societal well-being

Institute Programs

Tenured or Tenure-Track Faculty

The University will select two individuals for the Tenured or Tenure-Track faculty positions. The individuals selected for the faculty positions will be affiliated with the Institute and will devote a significant amount of their time and resources to the work of the Institute including research, teaching, student mentorship, and public outreach related to the Institute’s Mission. The first Tenured or Tenure-Track faculty member will begin providing service to the University by the start of the 2020-2021 academic year. The second Tenured or Tenure-Track faculty member will begin providing service to the University by the start of the 2021-2022 academic year.

Institute Leadership

The Institute Leadership Support will allow the Institute Director and Associate Director to devote a significant amount of their time and resources to work related to the Institute. In addition, the University will hire an individual who will hold the position of Deputy Director with the Institute to assist in all administrative functions of the Institute including managing the day-to-day operations of the Institute.

Research Support

The Institute will pursue academic research that advances the Institute’s Mission. The Institute’s annual budget will include support for conference travel, research assistance, databases, publications, and supplies for faculty, staff, and graduate and undergraduate students affiliated with the Institute.

In addition, the University will hire at least two individuals who will hold the position of Research Associate and/or Research Postdoctoral Fellowship. The Research Associate and/or Research Postdoctoral Fellows will be affiliated with the Institute and may hold the position for consecutive years. The individuals will be selected for these positions as soon as is practicable.

Institute and Staff Support

The Institute will host research workshops, conferences, lectures and other programs that improve and disseminate the Institute research, as well as contribute to academic and broader societal conversations. The Institute’s annual budget will also include support for physical space and supplies required to accomplish the Institute’s mission.

To support the Institute’s activities, the University will provide the Institute with an Administrative Assistant, events coordination, accounting, human resources, and communications services.

Fundraising Support

The University will hire a staff member or dedicate an existing staff member(s) to raise additional funds to support the mission of the Institute.