

INTRODUCED: April 28, 2025

AN ORDINANCE No. 2025-097

To amend Ord. No. 2024-099, adopted May 13, 2024, which adopted the Fiscal Year 2024-2025 General Fund Budget and made appropriations pursuant thereto, by increasing anticipated revenues from certain funds granted to the City of Richmond from The Regents of the University of California in the amount of \$25,000.00 and appropriating such increased estimated revenues to the Commonwealth's Attorney's Office for the purpose of the Partnering with Prosecutors to Reduce Racial Disproportionalities project.

\_\_\_\_\_  
Patron – Mayor Avula

\_\_\_\_\_  
Approved as to form and legality  
by the City Attorney  
\_\_\_\_\_

PUBLIC HEARING: MAY 27 2025 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That Article I, Section 1 of Ordinance No. 2024-099, adopted May 13, 2024, which adopted a General Fund Budget for the fiscal year commencing July 1, 2024, and ending June 30, 2025, and made appropriations pursuant thereto, is hereby amended by:

- (a) Increasing anticipated revenues from certain funds granted to the City of Richmond from The Regents of the University of California by the amount of \$25,000.00; and
- (b) Appropriating \$25,000.00 in estimated revenues described in subsection (a) of this

AYES:            9            NOES:            0            ABSTAIN: \_\_\_\_\_

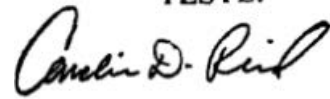
ADOPTED:    JUN 2 2025    REJECTED: \_\_\_\_\_    STRICKEN: \_\_\_\_\_

section to the Commonwealth's Attorney's Office for the purpose of the Partnering with Prosecutors to Reduce Racial Disproportionalities project.

§ 2. This ordinance shall be in force and effect upon adoption.

**A TRUE COPY:**

**TESTE:**

A handwritten signature in black ink, appearing to read "Caroline D. Reed". The signature is written in a cursive, flowing style.

**City Clerk**



# City of Richmond

## Intracity Correspondence

### O&R REQUEST

**DATE:** 2/28/24

**EDITION:** 1

**TO:** The Honorable Members of City Council

**THROUGH:** The Honorable Danny Avula, Mayor

**THROUGH:** Sabrina Joy-Hogg, Interim Chief Administrative Officer

**FROM:** Colette W. McEachin, Commonwealth's Attorney

**RE:** To accept funds and amend the FY 2025 General Fund Budget to appropriate such funds to the Office of the Commonwealth Attorney.

**ORD. OR RES. No.** \_\_\_\_\_

**PURPOSE:** To authorize the City to accept funds in the amount of \$25,000 in FY 2024/2025 from The Regents of the University of California for participating in interviews, data collection, and report generating to be used by The Regents of the University of California to conduct research into prosecutorial decision-making related to racial disproportionalities, and appropriate such funds to the Office of the Commonwealth Attorney

**REASON:** The City of Richmond will receive \$25,000 in FY2024/2025 from The Regents of the University of California. These funds, are a reimbursement for efforts by the Commonwealth's Attorney's Office to collect quantitative case data, validate and correct data, generate and transmit reports, and participate in multiple office-wide interviews in an effort to learn how charging and plea-bargaining decisions shape sentencing outcomes and how their decisions are shaped by office policies.

**RECOMMENDATION:** It is the recommendation of the Administration that city Council approves and adopts this ordinance.

**BACKGROUND:** This participation gift was agreed to in July 2022. The anticipated amount is \$25,000 to reimburse the Commonwealth's Attorney's Office for services previously provided.

**FISCAL IMPACT:** The City of Richmond will receive \$25,000 as a reimbursement from The Regents of the University of California as a result of participating in the project entitled "Partnering with Prosecutors to Reduce Racial Disproportionalities."

**FISCAL IMPLICATIONS:** The acceptance of these funds will increase the Commonwealth's Attorney's FY 2024/2025 General Budget Fund by \$25,000 as a reimbursement for services provided.

**BUDGET AMENDMENT NECESSARY:** Yes. The FY 2025 General Fund Budget will need to be amended to appropriate the \$25,000 to the Office of the Commonwealth Attorney.

**REVENUE TO CITY:** \$25,000 as reimbursement from The Regents of the University of California

**DESIRED EFFECTIVE DATE:** Upon adoption

**REQUESTED INTRODUCTION DATE:** April 28, 2025

**CITY COUNCIL PUBLIC HEARING DATE:** May 27, 2025

**REQUESTED AGENDA:** Consent Agenda

**RECOMMENDED COUNCIL COMMITTEE:** Finance and Economic Development Committee

**CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:** None

**AFFECTED AGENCIES:** Department of Finance, Department of Budget and Strategic Planning, and the Office of the Commonwealth's Attorney.

**RELATIONSHIP TO EXISTING ORD. OR RES.:** Ord. 2024-099

**REQUIRED CHANGES TO WORK PROGRAM(S):** none

**ATTACHMENTS:** Subcontract between The Regents of the University of California and City of Richmond

**STAFF:** Michael Hollomon, Deputy Commonwealth's Attorney 804-646-5444.

**SUBCONTRACT No. 2024-2218**  
**BETWEEN**  
**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**  
**AND**  
**CITY OF RICHMOND**

Subcontract No. 2024-2218 ("Subcontract"), effective as of the date of last signature below, is entered between The Regents of the University of California, a corporation of the State of California, on behalf of its Irvine campus (herein after referred to as "University") and City of Richmond (hereinafter referred to as "Subcontractor," University and Subcontractor collectively, "Parties" and each individually, "Party") for the delivery of services identified as "Partnering with Prosecutors to Reduce Racial Disproportionalities," defined in Article 1A, STATEMENT OF WORK, and in accordance with the terms and conditions set forth herein.

This Subcontract is awarded under the authority of Prime Award No. 21-06351 (hereinafter, "Prime Award") titled, "Partnering with Prosecutors to Reduce Racial Disproportionalities," issued by Laura and John Arnold Foundation (hereinafter, "Prime Award Sponsor" or "Prime Sponsor").

**SUBCONTRACT SCHEDULE**  
**ARTICLE 1**  
**PERFORMANCE AND DELIVERY**

**A. STATEMENT OF WORK**

The Statement of Work to be performed under this Subcontract is described in Exhibit A.

**B. KEY PERSONNEL**

The key personnel representing the University and the Subcontractor shall be as follows:

Principal Investigator for University: Jon Gould

Key Investigator for Subcontractor: Colette McEachin

In the event a change in Key Investigator is necessary, the University will be notified within thirty (30) days after the Subcontractor reasonably knows the change is necessary.

**C. PERIOD OF PERFORMANCE**

The period of performance of this Subcontract shall be 07/01/2022 through 12/31/2024.

**D. TOTAL ESTIMATED COST**

It is estimated that the total cost to the University for performance of this Subcontract shall not exceed \$25,000.

**E. DELIVERY**

All materials and services called for to perform the Statement of Work under this Subcontract shall be completed and delivered to the University on or before 12/31/2024 unless extended by prior written authorization.

## **ARTICLE 2**

### **COST, PAYMENT AND BILLING**

#### **A. ALLOWABLE COSTS AND FEES**

Allowable costs and fees eligible for reimbursement to the Subcontractor for performance of this Subcontract shall be determined in accordance with:

1. The budget, attached hereto and incorporated herein as Exhibit B.
2. The terms of this Subcontract.
3. The Prime Award attached hereto and incorporated herein as Exhibit C.

#### **B. REBUDGETING**

Funds may be rebudgeted between components without prior approval except where prior approval is specifically required by the applicable terms and conditions. Any restriction on rebudgeting listed elsewhere in this Subcontract, however, shall take precedence over the above indicated authorities and policies.

Rebudgeting requests which require Prime Award approval should be directed to the University's Principal Investigator for approval and then forwarded to the University's Office of Research Administration, Sponsored Projects Administration for administrative endorsement and transmittal to the Prime Sponsor for approval.

#### **C. PAYMENT**

Payment will be made by the University to the Subcontractor in full upon completion of the project for expenses incurred consistent with the provisions of Article 2A, upon presentation of the Subcontractor's invoice. The University shall not pay any invoice where total payments would result in a cumulative payment in excess of the limitations imposed by Article 1D or where rates used to determine costs vary from those (if shown) in Article 2A.

The University, at its option, may elect to pay any invoice in accordance with Article 2A if the invoice is at variance with the article or may return the invoice unpaid to the Subcontractor for correction and resubmittal.

All payments made are provisional, subject to Subcontractor's reasonable efforts, post-audit, and adjustment.

#### **D. BILLING**

Invoice in a similar format to Exhibit F shall be submitted as follows:

1. Referencing the Subcontract number and numerical sequence of the invoice.

2. Providing detail of expenditure in accordance with the budget categories listed including current and cumulative costs and certification. Please see Exhibit F for template invoice example.
3. Addressed to: University of California, Irvine  
Social Ecology Administration  
5300 Social & Behavioral Sciences Gateway  
Irvine, CA 92697  
Email: [agango@uci.edu](mailto:agango@uci.edu)  
Attn: Angelina Marie Gango  
Fund No. 49409

The invoice, signed, certified and clearly marked FINAL, must be received within forty-five (45) days after the Subcontract end date. The University's final payment to Subcontractor is conditional upon receipt and acceptance of all required deliverables.

### **ARTICLE 3 PATENT RIGHTS**

Subcontractor grants the Foundation a non-exclusive, non-commercial, perpetual, worldwide, transferable to a non-profit entity, royalty-free license for research and educational use (the "License") to:

- (i) any and all work product, source code, computer programs, applications, writings, other works of authorship, copyrights, inventions, designs, utility models, patents, trademarks, and trade secrets;
- (ii) applications or derivatives of or related to any of the foregoing; and
- (iii) any other intellectual property rights;

That are produced, created, invented or otherwise developed, whether in whole or in part, by faculty, staff and positions included in the Budget hereto attached as Exhibit B and (x) arise or result from Subcontractor's use of the Subcontract funds, or (y) enable, are used to implement, or are necessary to the operation or use of any work product or creation arising or resulting from Subcontractor's use of the Subcontract funds (collectively, the "Grant-Related Intellectual Property").

The License includes at least the following rights: (i) to make or have made, use, import, or provide any service, product, method, or apparatus, covered by the Grant-Related Intellectual Property; (ii) to reproduce, prepare derivative works of, make improvements to, perform, display, and distribute any work, process, or service, covered by the Grant-Related Intellectual Property; and (iii) a limited right to sublicense the Grant-Related Intellectual Property to third-parties either for use by any such third party solely to support the Foundation's non-commercial use of the Grant-Related Intellectual Property, or for non-commercial use by any such third party. To the extent materials licensed hereunder are subject to third party confidentiality obligations, Subcontractor agrees that Foundation, upon being informed of such obligations with respect to particular material encompassed by this license and at Subcontractor's request, will

enter into a confidentiality agreement with Subcontractor that imposes equivalent confidentiality obligations on the Foundation before any such materials are provided to the Foundation.

Subcontractor agrees that if patentable discoveries or inventions are made and/or conceived or for the first time actually reduced to practice by the Subcontractor or its employees under the terms of this Subcontract, Subcontractor shall promptly furnish University with complete information thereon. Disposition of all subject inventions will be made in accordance with the provision of the Prime Award.

#### **ARTICLE 4**

#### **PUBLICATIONS, COPYRIGHTS AND RIGHTS TO DATA**

If Subcontractor plans on publication during the course of the project or as a result of the Statement of Work, the following applies:

Subcontractor must adhere to the provision of the Prime Award, Exhibit C, Section 7 Registration and Openness.

Subcontractor shall be free to publish the results of the research conducted under this Subcontract. Subcontractor shall furnish the University with a copy of a proposed publication directly arising out of this Subcontract for review prior to submission for publication. Decisions about authorship on all publications resulting from work under the Prime Award and this Subcontract shall be made by University's Principal Investigator and Subcontractor's Key Investigator, prior to any such publication. Electronic reprint of publications resulting from work performed in whole or in part under this Subcontract shall be submitted to University's Principal Investigator.

Except as otherwise provided in the conditions of the Prime Award, when publications or similar materials are developed from work supported in whole or in part by this Subcontract, the author is free to arrange for copyright without approval. A copy of such material shall be provided to University.

University and Subcontractor shall have the right to publish, disclose, disseminate and use for non-commercial research and academic purposes, in whole or in part, any data and information received or developed under this Subcontract, subject to confidentiality procedures of the research project.

#### **ARTICLE 5**

#### **ADVERTISING AND PUBLICITY**

Neither the Subcontractor nor the University will use the name of the other, either expressly or by implication, in any news, publicity release, or other fashion without the express written approval of the other Party of this Subcontract.

#### **ARTICLE 6**



## **ACKNOWLEDGMENT**

An acknowledgment of University and Prime Award support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this Subcontract, in the following terms:

This material is based on work supported by Arnold Ventures under Prime Award no. 21-06351 and The Regents of the University of California.

All materials except scientific articles or papers published in scientific journals must also contain the following:

Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of Arnold Ventures or The Regents of the University of California.

## **ARTICLE 7**

### **ACCEPTANCE AND REPORTS**

#### **A. INSPECTION AND ACCEPTANCE**

All work performed under this Subcontract is subject to inspection and acceptance by the University or its authorized representative. For the avoidance of any doubt, "acceptance" as used throughout this Subcontract shall be based upon Subcontractor's good faith effort to perform the STATEMENT OF WORK and shall not be dependent on University's agreement with Subcontractor's findings, conclusions, or opinions.

#### **B. TECHNICAL REPORTS AND DOCUMENTS**

Technical progress reports are due on an annual basis.

Any reports required by this Subcontract shall be due within thirty (30) days of the date of formal request.

Inspection and acceptance for all reports and documents called for under this Subcontract shall be at the following address:

University of California, Irvine  
Social Ecology Administration  
5322 Social & Behavioral Sciences Gateway  
Irvine, CA 92697  
Email: [jon.gould@uci.edu](mailto:jon.gould@uci.edu)  
Attn: Professor Gould

#### **C. CLOSE-OUT**

Subcontractor shall submit Patent Statement and Equipment Report (Exhibit D) no later than sixty (60) days after termination of this Subcontract to the billing address in order to fulfill the reporting requirements of the Prime Award.

## ARTICLE 8

### SPECIAL PROVISIONS

#### A. AUDIT

Access to Financial Records: Financial records, supporting documents, and all other records pertinent to this Subcontract shall be retained for a period of four (4) years from the date of termination of this Subcontract. Records that are the subject matter of audits, appeals, litigation, or the settlement of claims arising out of the performance of this Subcontract shall be retained until such audits, appeals, litigation, or claims have been resolved. Unless court actions or audit proceedings have been initiated, Subcontractor may substitute copies made by microfilming, photocopying or similar methods for the original records.

Subcontracts over \$10,000: University, Prime Award Sponsor, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, paper and records of Subcontractor which are directly pertinent to this Subcontract for the purpose of making audits, examinations, excerpts and transcriptions.

#### B. ASSIGNMENT

This Subcontract may not be assigned in whole or in part without the prior written consent of the University.

#### C. TERMINATION

This Subcontract may be terminated by either Party upon thirty (30) days written notice to the other Party, except that the termination of the Prime Award concurrently terminates this Subcontract with the same date. The University shall reimburse the Subcontractor for any non-cancellable obligations incurred prior to the notice of termination, subject to Prime Sponsor's approval.

#### D. TITLE TO EQUIPMENT

Title to equipment (initial cost of \$5000 or more and an expected service life of two (2) years or more) purchased by the Subcontractor pursuant to the terms of this Subcontract shall vest in the Subcontractor provided Prime Sponsor has not reserved the right to take or transfer title.

#### E. INDEMNIFICATION

To the extent allowed by law, Subcontractor shall defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Subcontract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Subcontractor, its officers, agents or employees.

To the extent allowed by law, University shall defend, indemnify and hold Subcontractor, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this

Subcontract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.

**F. PRIME AWARD**

All applicable provisions contained in Prime Award No. 21-06351 from Laura and John Arnold Foundation shall be binding upon the Subcontractor, and the Subcontractor hereby agrees to comply with same. A copy of the Prime Award is attached to this Subcontract as Exhibit C.

**G. CERTIFICATIONS**

**1. Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions**

(a) The prospective lower tier participant certifies, by execution of this subcontract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

**2. Restriction on Lobbying (in all subcontracts over \$100,000 under federal grants, contract, and cooperative agreements).**

Subcontractor in executing this Subcontract is certifying that as of December 23, 1989, it neither has used nor will use any appropriated federal funds to lobby for or otherwise influence the awarding or amending of this Subcontract, and that it will disclose the use of any non-federal funds used for these purposes.

**3. Subcontract funds will only be used for such charitable, educational, and/or scientific purposes and will not be used to carry on propaganda, influence legislation, fund any political campaign, influence the outcome of any election, carry on any voter registration drives, or violate any applicable local, state, federal, or foreign law. Further, the Subcontract funds are not earmarked for influencing legislation within the meaning of Code Section 4945C.**

**ARTICLE 9  
ASSURANCES**

The Subcontractor agrees to conduct all effort required in performance of this Subcontract in compliance with the following:

- A. Civil Rights/Nondiscrimination: Subcontractor must comply with applicable provisions of Title VI of the Civil Rights Act of 1964, as amended; Executive Orders 11246 and 11375; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and Section 504 of the Rehabilitation Act of 1973, as amended.
- B. Use of U.S.-Flag Carriers: If foreign air travel is authorized under this Subcontract, U.S.-flag air carriers service shall be used to the extent such service is available, as specified in prime award. The substance of this clause shall be inserted in all subcontracts at any tier under this Subcontract.
- C. No Subcontractor research using human subjects is planned or authorized under this Subcontract.
- D. Use of Laboratory Animals: RESERVED
- E. Scientific Fraud (Misconduct) Assurance: The Subcontractor hereby gives assurance that an administrative review process has been established regarding procedures for dealing with and reporting possible misconduct in science and reporting requirements of the published scientific misconduct regulations will be followed.

## ARTICLE 10 NOTICE AND CONTACTS

- A. Notices shall be directed to the appropriate individual(s) noted below.

### **UNIVERSITY CONTACTS**

#### **Principal Investigator**

Name: Jon Gould  
 Address: 5322 Social & Behavioral Sciences  
 Gateway  
 Irvine, CA 92697  
 Telephone: 949-824-5466  
 Email: [jon.gould@uci.edu](mailto:jon.gould@uci.edu)

#### **Authorized Official**

Name: Wanda Seang  
 Address: UCI, Office of Research  
 160 Aldrich Hall  
 Irvine, CA 9269-7600  
 Telephone: 949-824-0446  
 Email: [wandas@uci.edu](mailto:wandas@uci.edu)

#### **Financial Contact**

Name: Angelina Gango  
 Address: 5300 Social & Behavioral Sciences  
 Gateway  
 Irvine, CA 92697-7050  
 Telephone: 949-824-2370

### **SUBCONTRACTOR CONTACTS**

#### **Key Investigator**

Name: Colette McEachin  
 Address: John Marshall Courts Building 400  
 N. 9<sup>th</sup> Street  
 Richmond, VA 23219  
 Email: [colette.mceachin@rva.gov](mailto:colette.mceachin@rva.gov)

#### **Authorized Official**

Name: Colette McEachin  
 Address: Same as above  
 Email: Same as above

#### **Financial Contact**

Name: Michael Hollomon  
 Address: Same as above  
 Email: Same as above

Email: [agango@uci.edu](mailto:agango@uci.edu)

- B. Whenever any notice is to be given hereunder, it shall be in writing and shall be deemed received, if delivered by courier on a business day, on the day delivered, or on the second business day following mailing, if sent by first-class certified or registered mail, postage prepaid.

## **ARTICLE 11**

### **CONTENTS AND ORDER OF PRECEDENCE**

Attached to this subcontract are the following exhibits:

EXHIBIT A - Statement of Work  
EXHIBIT B - Cost Estimate  
EXHIBIT C - Prime Award No. 21-06351  
EXHIBIT D - Patent Statement and Equipment Report  
EXHIBIT E - RESERVED  
EXHIBIT F – Sample Invoice Form

Insofar as these instruments apply to this subcontract together with the instruments previously enumerated and those listed below, they constitute the entire agreement and understanding between the University and Subcontractor. In the event of an inconsistency in this Subcontract, the inconsistency shall be resolved by giving precedence in the following order.

1. Subcontract
2. Prime Award No. 21-06351

## **ARTICLE 12**

### **GOVERNING LAW**

This Subcontract shall be governed by the laws of the State of California without regard to its conflicts of law principles.

## **ARTICLE 13**

### **ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS**

This Subcontract contains the full and complete agreement between the two Parties. All modifications must be in writing and signed by the University's Institutional Official and the Subcontractor's Contracting Officer. No verbal agreements or conversations with any officer or employee of either Party shall affect or modify any of the terms and conditions of this Subcontract.

**APPROVED AND AGREED:**

The Regents of the University of California

Subcontractor:

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

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

Name: Wanda Seang

Name: \_\_\_\_\_

Title: Ancillary Agreements Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

SUBRECIPIENT:	City of Richmond Commonwealth's Attorney's Office
PROJECT TITLE:	<i>Partnering with Prosecutors to Reduce Racial Disproportionalities</i>
PROJECT PERIOD:	July 1, 2022 – December 31, 2024

### STATEMENT OF WORK

Deliverables to be provided by subrecipient:

- Data Collection. Collect quantitative case data (public records).
- Community Advisory Board (CAB). Convene community groups and conduct community group meetings. CAB will advise on data analysis and provide feedback on project.
- Interviews. Conduct interviews with prosecutors to understand their charging and plea-bargaining decisions, how those decisions shape sentencing outcomes, and how their decisions are influenced by office policies.

### BUDGET JUSTIFICATION

- A. Direct costs (\$25,000). Data collection.
- B. Indirect costs (N/A).
- C. Total costs for subrecipient: \$25,000

### INVOICING SCHEDULE

*TBD*

## EXHIBIT B

### **BUDGET JUSTIFICATION**

A. Direct costs (\$25,000). Data collection.

B. Indirect costs (N/A).

C. Total costs for subrecipient: \$25,000

Subrecipient is collecting case data from prior prosecutions that will be used by our researchers to evaluate outcomes.



## **GRANT AGREEMENT**

**Grantee Legal Name:** The Regents of the University of California, Irvine

**Grant ID:** 21-06351

Dear Authorized Representative:

It is my pleasure to inform you that the Board of Directors of the Laura and John Arnold Foundation (the "*Foundation*") has authorized a grant to The Regents of the University of California, Irvine ("*Grantee*") in an amount up to \$512,638.00 (five hundred twelve thousand six hundred thirty-eight dollars) (the "*Grant*"), payable in installments as set forth below, subject to Grantee's acceptance of, compliance with or the making of, as the case may be, the terms, conditions, agreements, warranties, representations, and other provisions set forth in this agreement (this "*Agreement*"). The Grantee and Foundation may be described in the below individually as a "*Party*" and collectively as the "*Parties*."

The Grant shall be used for the purpose of partnering with diverse mid-sized prosecutors' offices to examine three decision points in the criminal legal process, opening charge, plea offer, and sentence, to learn whether, how, and why racial differences exist at various stages of a criminal case (collectively, the "*Purpose*").

Grantee and the Foundation acknowledge, agree, and consent to the following terms, conditions, agreements, warranties, representations, and other provisions, which either relate to or are attached to the Grant:

1. **Term.** The term of this Agreement will commence as of the date the last party executes this Agreement as set forth on the signature page hereto (the "*Effective Date*") and will expire on March 31, 2025, unless terminated earlier as provided herein (the "*Term*"). The Parties acknowledge that, for Grantee's internal purposes to facilitate preparation of the required Grant Reports (defined below), Grantee's Grant-funded operations involved in carrying out the Purpose shall be completed by December 31, 2024. Notwithstanding the foregoing, Grantee shall adhere to the Grant spending timeline set forth in Exhibit A. The Term may only be extended as provided in Section 11.
2. **Payment of Grant Funds.** Until the earliest of such time as the Grant has been paid in full, the end of the Term, or the termination of this Agreement pursuant to Section 8 (Termination) of this Agreement, and provided Grantee is in full compliance with the terms of this Agreement, the Foundation shall pay Grantee the Grant in installment payments (each an "*Installment Payment*" and collectively, the "*Installment Payments*") in accordance with Exhibit B. Notwithstanding the

foregoing, all Installment Payments pursuant to this Agreement will be contingent on Grantee's full compliance with the budget and milestones set forth in Exhibits A and B, attached hereto and incorporated herein, in a manner satisfactory to the Foundation. The Foundation shall not be obligated to make any Installment Payment if the Foundation determines in its sole discretion that Grantee is not in full compliance with the terms of this Agreement, including Exhibits A and B. If the Foundation does not make an Installment Payment because Grantee is not in full compliance with the terms of this Agreement, including, but not limited to, full compliance with Exhibits A and B, the Foundation shall not later be obligated to make such Installment Payment, even if Grantee subsequently cures such breach or becomes fully compliant with the Agreement, including, but not limited to, Exhibits A and B.

3. ***Representations and Warranties.*** Grantee makes the following representations and warranties:
- a. Grantee is a public university, duly formed, validly existing, and in good standing in the State of California with all governmental power, authority, and permits necessary to carry on its activities, including the Purpose of the Grant. The execution and performance of this Agreement have been duly authorized by all necessary action on the part of Grantee.
  - b. Grantee is currently, and at all times during the Term will be, a Qualifying Grantee. For purposes of this Agreement, a "Qualifying Grantee" is an organization which at all times meets the following criteria of the Internal Revenue Code of 1986 (as amended, including any corresponding provisions of predecessor or successor federal tax laws, "Code"): (i) it is a charitable organization described in Code Section 501(c)(3), a governmental unit defined in Code Section 170(c)(1), or an integral part of or an instrumentality of a governmental unit defined in Code Section 170(c)(1), (ii) it is not a "private foundation" within the meaning of Code Section 509(a), (iii) it is not a Type III Supporting Organization within the meaning of Code Section 509(a)(3), and (iv) it is an organization pursuant to which the acceptance of the provisions of this Agreement or of the Grant will not adversely affect Grantee's status under subsections (i) – (iii) above. Grantee is not aware of any threat or challenge to its status as a Qualifying Grantee. Furthermore, if Grantee is a publicly supported charity within the meaning of Code Section 170(b)(1)(A)(iv) or (vi) or Section 509(a)(2), Grantee represents that the Grant will not cause Grantee to lose its status as a publicly supported charity.
  - c. The Purpose of the Grant is charitable, educational, and/or scientific as such purposes are generally defined by those authorities interpreting the provisions of Code Section 501(c)(3), and the Grant will only be used for such charitable, educational, and/or scientific purposes and will not be used to carry on

propaganda, influence legislation, fund any political campaign, influence the outcome of any election, carry on any voter registration drives, or violate any applicable local, state, federal, or foreign law. Further, the Grant is not earmarked for influencing legislation within the meaning of Code Section 4945(e), and there has been no agreement, written or oral, to that effect between the Foundation and Grantee. Grantee agrees that the Grant shall be used solely for the Purpose, unless approved otherwise by prior written consent of the Foundation.

- d. The parties acknowledge that the Foundation will not direct or control Grantee's interactions with any government officials or employees. Grantee agrees that it will advise the Foundation if it or any of its agents engage in activity that could give rise to any disclosure of the Grant or the Foundation under federal, state, or local lobbying disclosure rules and/or campaign finance laws.
  - e. Grantee complies with, and will continue to comply with, all applicable local, state, federal, and foreign laws, statutes, rules, and regulations, as amended from time to time.
  - f. Grantee will ensure that any contract that Grantee is a party to or that Grantee enters into in connection with this Grant will include prohibitions on the payment of referral fees, commissions or similar arrangements to any person or entity whatsoever.
  - g. If budgeted for, Grantee may select subgrantees of its choice to assist Grantee in furtherance of the Purpose and as set forth in Exhibit A. Grantee confirms that the Foundation has not required either in writing or orally that Grantee select any specific subgrantee, and Grantee shall retain full discretion and control over the selection of subgrantees. Grantee is responsible for ensuring that all subgrantees use Grant funds solely in a manner that is consistent with this Agreement.
  - h. All information relating to the Grant heretofore provided to the Foundation or Arnold Ventures LLC ("*Arnold Ventures*") by Grantee or to be provided to the Foundation by Grantee during the Term has been, and for the duration of the Term (and for so long as any obligations pursuant to Section 5 (Reporting and Records) of this Agreement remain outstanding) will to the best knowledge of Grantee, at all times continue to be true, accurate and complete in all material respects.
4. ***Intellectual Property.*** Grantee grants the Foundation a non-exclusive, non-commercial, perpetual, worldwide, transferable to a non-profit entity, royalty-free license for research and educational use (the "*License*") to:

- (i) any and all work product, source code, computer programs, applications, writings, other works of authorship, copyrights, inventions, designs, utility models, patents, trademarks, and trade secrets;
- (ii) applications or derivatives of or related to any of the foregoing; and
- (iii) any other intellectual property rights;

that (x) arise or result from Grantee's direct or indirect use of the Grant, and (y) are created by or for Grantee in furtherance of the Purpose (collectively, the "*Grant-Related Intellectual Property*"). The License includes at least the following rights: (i) to make or have made, use, import, or provide any service, product, method, or apparatus, covered by the Grant-Related Intellectual Property; (ii) to reproduce, prepare derivative works of, make improvements to, perform, display, and distribute any work, process, or service, covered by the Grant-Related Intellectual Property; and (iii) a limited right to sublicense the Grant-Related Intellectual Property to third-parties either for use by any such third party solely to support the Foundation's non-commercial use of the Grant-Related Intellectual Property, or for non-commercial use by any such third party. To the extent materials licensed hereunder are subject to third party confidentiality obligations, the Foundation and Grantee agree that Foundation, upon being informed of such obligations with respect to particular material encompassed by this license and at Grantee's request, will enter into a confidentiality agreement with Grantee that imposes equivalent confidentiality obligations on the Foundation before any such materials are provided to the Foundation.

**5. *Reporting and Records.***

- a. Grantee will promptly provide the Foundation with: (i) a copy of Grantee's current, valid determination letter from the Internal Revenue Service recognizing Grantee's status as a Qualifying Grantee, and (ii) upon request by the Foundation, copies of Grantee's financial statements and Forms 990, as applicable, with respect to Grantee's fiscal years occurring during the Term.
- b. Grantee will promptly provide the Foundation with the grant reports (each a "*Grant Report*" and collectively, the "*Grant Reports*") described in Exhibit B. Each Grant Report will utilize the applicable template provided by the Foundation and will include (i) a confirmation that the Grant funds have been spent exclusively toward the Purpose in accordance with the Budget, (ii) a full, detailed accounting of expenditures of Grant funds during the relevant period as delineated in Exhibit A, (iii) a narrative of what was accomplished by the use of such funds during the reporting period (including a description of progress made in fulfilling the Purpose of the Grant), and (iv) a confirmation of Grantee's compliance with the terms of this Agreement.

- c. If the Grant funds are not fully expended by Grantee in accordance with the Budget as set forth in Exhibit A, Grantee will disclose this in the final Grant Report, and the Foundation will make a determination about such funds upon receipt of such information, including whether Grantee shall be required to return unspent funds to the Foundation. Grantee may not reallocate any unspent funds during the Term and may not spend or retain unspent funds after the Term without prior written approval from the Foundation. The Grant Reports will also include any other information requested by the Foundation reasonably in advance of the due date of the relevant Grant Report.
  - d. Grantee will promptly furnish the Foundation with any information concerning a threatened, proposed, or actual change in Grantee's status as a Qualifying Grantee.
  - e. Grantee will provide the Foundation prompt written notice of each and every event which could reasonably be expected to trigger any of the provisions of Section 8 (Termination) of this Agreement.
  - f. During the Term and for at least three (3) years thereafter, Grantee will maintain accurate and complete records of receipts required to be retained by Grantee in accordance with Grantee's cost accounting standards and practices and expenditures made from Grant funds (the "*Financial Records*") and all back-up files, papers, software code, instructions, specifications, materials, and documentation relating to, comprising, constituting, and/or necessary for the use of the Grant-Related Intellectual Property, during the period covered by Grantee's reporting obligations specified in this Section 5 of this Agreement, and upon the written request of the Foundation, shall make such records available for inspection by the Foundation and its representatives. In the event of termination of the Agreement, the Foundation may, in writing, request that Grantee provide the Foundation with a copy of all requested Grant-Related Intellectual Property, which Grant-Related Intellectual Property Grantee shall provide to the Foundation within ten (10) business days of the Foundation's written request. Notwithstanding the foregoing, if Grantee shows that a statutory or third-party contractual obligation restricts Grantee from providing the Foundation with a copy of Grant-Related Intellectual Property, Grantee may request Foundation approval to substitute a redacted version (or other version that does not violate the statutory or third-party contractual obligation at issue) of the Grant-Related Intellectual Property to meet this requirement. Grantee will provide all Financial Records available for inspection by the Foundation and its representatives within ten (10) business days of the Foundation's written request for such Financial Records.
6. **Grant Publicity.** Arnold Ventures administers all of the Foundation's giving and the Foundation encourages Grantee to reference Arnold Ventures when identifying

Grantee's supporters in public forums. Grantee may include the name and logo of Arnold Ventures in a general list of Grantee's supporters without prior permission, provided that Grantee treats Arnold Ventures in the same manner that it treats its other similarly situated donors and supporters, and provided further that Grantee complies with the terms of Arnold Ventures' trademark usage guidelines as provided by Arnold Ventures from time to time. Grantee may disclose the Grant as required by IRS requirements such as disclosure in Grantee's Form 990 and as otherwise required by law or regulation, provided that Grantee provides the Foundation with at least three (3) business days' advance notice of any such disclosure and agrees to cooperate with the Foundation to revise such disclosure as reasonably requested by the Foundation.

Neither party will use the name of the other party or any of its employees in any advertisement, press release, or other publicity without prior written approval of the other party. The Foundation understands that the California Education Code section 92000 provides that the name "University of California" is the property of the State of California and that no person shall use that name without permission of The Regents of the University of California. Such permission may be granted by the Chancellor or his designee. Except as otherwise set forth above, if Grantee desires to use the name or logo of Arnold Ventures or the name of the Foundation, or link to Arnold Ventures, directly or indirectly (*i.e.*, speaking events, press interviews, press release, professional or trade publication, website, advertisement, or other public document or announcement), Grantee shall obtain prior written consent from Arnold Ventures for such use, reference, or link. Grantee shall seek such consent at least three (3) business days in advance of Grantee's proposed publicity, and shall provide the Grant ID, content to be approved, as well as the timing and outreach strategy. Grantee shall send all such information to [Communications@ArnoldVentures.org](mailto:Communications@ArnoldVentures.org), and shall designate a Grantee point of contact with email address and telephone number for such request and future requests. Grantee will advise the Foundation immediately upon discovery of any unauthorized release of information. Without further notice to or consent from the Grantee, the Foundation may release information about this Agreement and/or Grant, the amount and Purpose of the Grant. Notwithstanding the foregoing, however, Grantee may release any information about the Agreement and/or Grant that is required to be disclosed under applicable laws or regulations.

The parties recognize that this Section does not affect Grantee's rights to publish any materials or research funded with this Grant or to release public statements or information about activities or research funded with this Grant to the extent such materials, research, statements, or information do not mention the Grant, this Agreement, and/or the Foundation or Arnold Ventures.

7. **Registration and Openness.** For any research study that makes statistical inferences performed related to the Purpose, Grantee must meet (and must ensure that any third

parties involved in the research meet) the following transparency requirements. Grantee acknowledges and agrees that the obligations imposed by this Section 7 shall continue for the duration of the research or evaluation related to the Purpose, even if such duration expands beyond the Term.

- a. Grantee's principal investigator must establish an account with the Open Science Framework ("OSF") (<http://www.openscienceframework.org/>), and must create a new and separate project there. Grantee must (i) add Destiny Carter, Criminal Justice Manager, as a non-bibliographic collaborator with "Administrator" permissions on the OSF project webpage so that they can view the empirical research study materials saved there; and (ii) make the empirical research study publicly viewable by selecting the "Make Public" option on the study's project, unless the Foundation agrees to allow the project or a component thereof to remain private.
- b. At the outset of each research project, the project's OSF webpage must include an analysis plan describing the hypothesis or hypotheses to be examined in the research study, the statistical model(s) and methodologies to be used, and further details as specified in Section IIA of the document "Guidelines for Investments in Research" available on the Foundation's website. This analysis plan should be completed prior to any data collection.
- c. As soon as the analysis plan in Section 7(b) has been completed, Grantee must pre-register the research project using the "OSF-Standard Pre-Data Collection Registration" template or such other template as the Foundation may deem appropriate. To the extent that a particular research design changes substantially after the first pre-registration but before statistical analyses have been completed, Grantee should create a subsequent pre-registration for the study.
- d. Only to the extent allowed under federal or state privacy laws, institutional review board ("IRB") requirements, and/or any memorandum, agreement or contract with a government agency, the studies' non-confidential datasets and other materials (such as survey instruments, sample curricular materials) ("Datasets") should be (i) saved at the OSF's project page in the version-controlled system there, and (ii) made available for non-commercial purposes within six (6) months of the publication date of a final evaluation report or scholarly article, in accordance with Section 7(g) of this Agreement (unless the Foundation agrees to a later date). For the purposes of this Agreement, "*non-commercial*" includes all uses of Datasets other than their sale or their use in advertising or any other profit-making venture. Notwithstanding the above, to the extent that any Dataset contains private and confidential information ("*Confidential Dataset*"), Grantee shall share that Confidential Dataset with a third-party researcher only if that researcher has first: (a) obtained official approval from all third party agencies that provided data access to Grantee; (b)

UNIVERSITY OF CALIFORNIA, IRVINE  
OFFICE OF RESEARCH ADMINISTRATION

Subaward No.: \_\_\_\_\_

Reporting Period: \_\_\_\_\_

Principal Investigator: \_\_\_\_\_

INVENTION STATEMENT

Invention was \_\_\_\_\_ was not \_\_\_\_\_ conceived or first actually reduced to practice in the performance of work during the subaward reporting period.

EQUIPMENT REPORT

Equipment was \_\_\_\_\_ was not \_\_\_\_\_ purchased during the subaward reporting period.

If equipment was purchased during the subaward period, please provide the following information.

Description of the equipment item  
Manufacturer, model number, and serial number  
Cost charged to the subaward  
Acquisition date

\_\_\_\_\_  
Signature of Principal Investigator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorizing Official

\_\_\_\_\_  
Date



**EXHIBIT F**  
**SAMPLE INVOICE**

Date: \_\_\_\_\_  
Total Award Amount: \_\_\_\_\_  
Voucher Number: \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
Remittance Address: \_\_\_\_\_

Subcontract No. \_\_\_\_\_  
Contractor The Regents of the University of California  
Contractor's Fund Number \_\_\_\_\_  
Period of Claim \_\_\_\_\_

**Remittance Information:**

Federal Tax I.D. \_\_\_\_\_  
Accounts Receivable Contact \_\_\_\_\_  
Telephone # \_\_\_\_\_

<u>Major Cost Elements</u>	<u>Current Period</u>	<u>Cumulative to Date</u>
<u>Salaries and Wages</u>	_____	_____
<u>Supplies and Expenses</u>	_____	_____
<u>Equipment/Facilities</u>	_____	_____
<u>Travel</u>	_____	_____
<u>Employee Benefits</u>	_____	_____
<u>Other</u>	_____	_____
<u>Total Cost</u>	_____	_____
<u>Previously Claimed</u>		_____
<u>Current Claim</u>	_____	_____

**Certification:** By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and that all expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and condition of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Subrecipient Official Authorized \_\_\_\_\_ Date \_\_\_\_\_

UCI Principal Investigator Signature of Approval \_\_\_\_\_ Date \_\_\_\_\_