

# EXHIBIT 51

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

STATE OF NEW JERSEY, et al.,

Plaintiffs,

v.

U.S. OFFICE OF MANAGEMENT AND BUDGET, et  
al.,

Defendants.

C.A. No. 1:25-cv-11816

**DECLARATION OF DOROTA A. GREJNER-BRZEZINSKA**

I, Dorota A. Grejner-Brzezinska, declare under the penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am over the age of 18 and have personal knowledge of all the facts stated herein, including knowledge based on my experience and information provided to me. If called as a witness, I could and would testify competently to the matters set forth below.

2. I am currently employed by the University of Wisconsin–Madison (UW–Madison) as its Vice Chancellor for Research. UW–Madison, the flagship institution of the University of Wisconsin System, is a public land-grant university, enrolling over 52,000 students. As the Vice Chancellor for Research, I have responsibility for overseeing the UW–Madison research enterprise with more than \$1.7 billion in annual research expenditures. My office also includes administration of 20 cross-campus research and service centers. The mission of the Office of the Vice Chancellor for Research is to advance excellence in research and scholarship, to support our multidisciplinary research centers and institutes, and to provide campus-wide administrative infrastructure to support and advance the research enterprise.

3. I submit this Declaration in support of the States’ Motion for Summary Judgment relating to the clause stating that federal agencies may terminate grants “pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities” in 2 C.F.R. § 200.340(a)(4) (2024) and its predecessor, 2 C.F.R. § 200.340(a)(2) (2021) (jointly referred to as the “Clause”).

4. The University of Wisconsin - Madison has had grants terminated by Defendants pursuant to the Clause, including, but not limited to the following:

- a. On April 18, 2025, Defendant United States Department of Agriculture cited the Clause to terminate a roughly \$600,000 Equity in Conservation Outreach Cooperative Agreement to the University of Wisconsin – Madison, which funded community-led conservation projects. In citing the Clause, the Department of Agriculture terminated the grant based on new agency priorities not contemplated at the time of the grant, stating that the award is “inconsistent with, and no longer effectuates, Department priorities.” Included as **Exhibit A** to this declaration is a true and correct copy of the termination notice.
- b. On March 14, 2025, Defendant United States Department of Defense cited the Clause to terminate a \$2.1 million Minerva Research Initiative grant award to the University of Wisconsin – Madison. The Department of Defense stated that the award was “terminate[d] . . . in accordance with 2 CFR. 200.340(a)(4),” without further explanation. Included as **Exhibit B** to this declaration is a true and correct copy of the termination notice. The Department of Defense terminated the grant on this basis even though the Clause was not unambiguously incorporated into the grant’s terms and conditions. The

University had been spending the award to help the Department of Defense use artificial intelligence and machine learning to better evaluate risks and opportunities in the science research projects that Defense funds.

- c. On May 2, 2025, Defendant United States Environmental Protection Agency (EPA) cited the Clause to terminate a roughly \$3.2 million award under the Environmental and Climate Justice Block Grant Program. In citing the Clause, EPA terminated the grant based on new agency priorities not contemplated at the time of the grant, stating that the “objectives of the award are no longer consistent with EPA funding priorities.” Included as **Exhibit C** to this declaration is a true and correct copy of the termination notice. EPA terminated the award on this basis even though the Clause was not unambiguously incorporated into the award’s terms and conditions. Under this award, the University and its statutory grant partner, Brothertown Indian Nation, was to continue a 30-year ecological restoration effort by bolstering the capacity of Tribal communities to address the watershed health and the loss of Mayom (Wild Rice) in the Winnebago watershed through Traditional Ecological methods and increased participation in governance. Losing this funding threatens those restoration and conservation governance capacity building efforts, and risks harming the University’s collaborative relationships with its Tribal partners.
- d. On April 2, 2025, Defendant National Endowment for the Humanities cited the Clause to terminate a roughly \$150,000 Digital Humanities Advancement Grants award. In citing the Clause, the National Endowment for the Humanities

terminated the grant based on new agency priorities not contemplated at the time of grant; the termination notice stated that “the NEH is repurposing its funding allocations in a new direction” and that “[y]our grant no longer effectuates the agency’s needs and priorities.” Included as **Exhibit D** to this declaration is a true and correct copy of the termination notice. The purpose of this project was to enhance computational methods for analyzing text and image reuse while exploring the question of how early 20th century promotional material impacted readers’ reception of information and engagement with culture. This termination resulted in reduced employment for the project team, including the imminent end of a fixed-term project staff member, reduced hours for graduate students, and an effective salary cut for the lead researcher.

- e. On April 25, 2025, Defendant National Science Foundation cited the Clause to terminate a roughly \$2 million award under the Education and Human Resources/Advancing Informal STEM Learning program. In citing the Clause, the National Science Foundation terminated the grant based on new agency priorities not contemplated at the time of the grant, stating that the award “no longer effectuate[s] the program goals or agency priorities” and citing a website with “current NSF priorities.”<sup>1</sup> Included as **Exhibit E** to this declaration is a true and correct copy of the termination notice. The fundamental purpose of the terminated project was to advance informal STEM education in Indigenous communities by centering culturally grounded, place-based experiences that strengthen connections to land, science, and identity. The project focused on

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<sup>1</sup> The cited website URL was <https://www.nsf.gov/updates-on-priorities>.

engaging youth, adults, and community members through informal learning opportunities that are designed to build STEM awareness, confidence, and relevance, ultimately supporting workforce development and education pathways. Without funding, the project has been shut down, leading to several harms: (1) the loss of learning opportunities for thousands of Native youth and community members; (2) the imminent loss of one tribal staff member and potential loss of three more; and (3) damage to the University's relationship with its tribal partners.

5. The University of Wisconsin – Madison has current aggregate awards with Defendants that are at risk of termination pursuant to the Clause, including, but not limited to:

- a. Over \$329 million in obligated funds on direct and pass-through awards where Defendant United States Department of Agriculture or one of its subagencies is the federal funding agency;
- b. Approximately \$104 million in obligated funds on direct and pass-through awards where Defendant United States Department of Commerce or one of its subagencies is the federal funding agency;
- c. Over \$217 million in obligated funds on direct and pass-through awards where Defendant United States Department of Defense or one of its subagencies is the federal funding agency;
- d. Approximately \$398,000 in obligated funds on pass-through awards where Defendant United States Department of Homeland Security is the federal funding agency;

- e. Approximately \$30,000 in obligated funds on pass-through awards where Defendant United States Federal Emergency Management Agency is the federal funding agency;
- f. Over \$4 million in obligated funds on direct and pass-through awards where Defendant United States Department of Justice or one of its subagencies is the federal funding agency;
- g. Over \$1.1 million in obligated funds on direct awards where Defendant United States Department of Labor or one of its subagencies is the federal funding agency;
- h. Over \$350,000 in obligated funds on direct and pass-through awards where Defendant United States Department of State or one of its subagencies is the federal funding agency;
- i. Over \$4 million in obligated funds on direct and pass-through awards where Defendant United States Environmental Protection Agency is the federal funding agency; and
- j. Over \$545 million in obligated funds on direct and pass-through awards where Defendant National Science Foundation is the federal funding agency.

6. The University of Wisconsin – Madison has pending grant applications with Defendants that, if awarded, will be at risk of termination pursuant to the Clause, including, but not limited to:

- a. A pending proposal with Defendant United States Department of Agriculture Forest Service to monitor Spotted Owl populations in California and to study

the effects of ecological stressors, such as severe fire, on these populations using bioacoustics approaches.

- b. A pending proposal with the National Oceanic and Atmospheric Administration, a bureau within Defendant United States Department of Commerce, that is part of a multi-agency effort to use satellite observations to rapidly detect and monitor wildfires for wildfire protection and prevention. The proposed work will develop new capabilities in the Next Generation Fire System (NGFS), which leverages artificial intelligence methods, that help address the operational needs of firefighters and land managers on public lands.
- c. A pending proposal to the Air Force, under Defendant United States Department of Defense, to develop semiconductor structures that allow for active control of light emission, absorption, and transmission. This is aimed to create materials that can be illuminated by light of one wavelength (near-infrared), causing a change in the absorption and emission characteristics for a different wavelength (infrared). This has applications in thermal camouflage, energy conversion, thermal management, and other defense applications where control of infrared light is critical.



- e. Pending new and renewal proposals with Defendant National Science Foundation for the IceCube project, to increase its capabilities as a multipurpose detector facility by extending the observatory's size and energy range, and to ensure UW-Madison's critical role in providing data analysis capacity and maintenance and operation of the facility, and maintain its status as a national facility that enables a wide array of internationally collaborative scientific research in ground-based neutrino astrophysics.
- f. A pending renewal proposal with the Occupational Safety and Health Administration, under Defendant United States Department of Labor, to continue providing on-sight consultation services, including training and education, whereby employers, particularly those with smaller businesses and with high-hazard workplaces (as defined or approved by OSHA), receive assistance related to safety and health hazards.
- g. A pending proposal with Defendant United States Federal Emergency Management Agency, which combines use of Augmented Reality systems, unmanned robotic platforms, emerging AI technologies, and leverages a portable edge computing platform that improves the ability of first responders (especially firefighters) in their mission critical applications.

7. In Wisconsin's fiscal year 2024, the University had the following total expenditures reimbursed with funding from the Defendants or their subagencies:

- a. Over \$84 million from the Department of Agriculture;
- b. Over \$21 million from the Department of Commerce;
- c. Around \$60 million from the Department of Defense;

- d. Over \$2.2 million from the Environmental Protection Agency;
- e. Around \$87,000 from the Department of Homeland Security;
- f. Around \$107,000 from the Federal Emergency Management Agency;
- g. Over \$350,000 from the Department of Justice;
- h. Over \$4.4 million from the Department of Labor;
- i. Over \$700,000 from the National Endowment for the Humanities;
- j. Over \$134 million from the National Science Foundation; and
- k. Around \$645,000 from the State Department.

Given these historical grants, the University of Wisconsin – Madison is likely to apply for grants from all these Defendants in the future.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 29<sup>th</sup> day of July, 2025, in Madison, Wisconsin.



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Dorota A. Grejner-Brzezinska

# Exhibit A



April 18, 2025

UNIVERSITY OF WISCONSIN SYSTEM  
21 N PARK ST STE 6301  
MADISON WI 53715-1218

This letter provides notice that the United States Department of Agriculture is terminating your federal award, NR243A750003C086, *Centering Justice in Climate-Smart Ag*, in accordance with the terms and conditions of your award, which include applicable regulations relating to termination. See 2 C.F.R. §§ 200.340-343.

It is a priority of the Department of Agriculture to eliminate discrimination in all forms throughout the United States. The Secretary of Agriculture has determined, per the Department's obligations to the Constitution and laws of the United States, that priority includes ensuring that the Department's awards do not support programs or organizations that promote or take part in diversity, equity, and inclusion ("DEI") initiatives or any other initiatives that discriminate on the basis of race, color, religion, sex, national origin, or another protected characteristic. Such DEI policies and practices can violate both the letter and purpose of Federal civil rights laws and conflict with the Department's policy of maximizing and promoting American agriculture, ensuring a safe, nutritious and secure food supply, enhancing rural prosperity, and protecting our National Forests. In addition to complying with the letter and spirit of the civil rights laws, it is vital that the Department assess whether all awards are free from fraud, abuse, and duplication, as well as to assess whether current awards are in the best interests of the United States.

Termination. The award specified above provides funding for programs that promote or take part in DEI initiatives or other initiatives that unlawfully discriminate on the basis of race, color, religion, sex, national origin, or another protected characteristic; that violate either the letter or purpose of Federal civil rights laws; that conflict with the Department's policies and priorities; that are not free from fraud, abuse, or duplication; or that otherwise fail to serve the best interests of the United States. The award is therefore inconsistent with, and no longer effectuates, Department priorities. See 2 C.F.R. § 200.340(a)(4). Pursuant to, among other authorities, 2 C.F.R. §§ 200.339-343, which are applicable to your award, the Department hereby terminates award number NR243A750003C086 in its entirety effective April 18, 2025.

Closure. You must submit all final reports and a final payment request no later than 120 calendar days after the date of this notice. You will be reimbursed for costs incurred up to the date of this notice that are determined to be consistent with 2 C.F.R. § 200.343, *Effects of suspension or termination*. Any open balance remaining 120 days after the date of this notice will be unavailable for payment.

If you do not submit all reports in accordance with the terms and conditions of the Federal award within one (1) year of the effective termination date, the Natural Resources Conservation Service (NRCS) must proceed to close out the award with the information available. In these circumstances, in accordance with 2 C.F.R. § 200.344, NRCS must report your material failure to comply with the terms and conditions of the award in SAM.gov using the Contractor Performance Assessment Reporting System (CPARS). In this way, failure to submit timely and accurate final reports may affect your future funding.

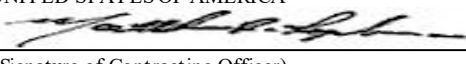
Recipients are required by Federal regulation to retain all Federal award records consistent with 2 C.F.R. § 200.334. Termination of the agreement does not affect a Federal agency's or a pass-through entity's right to disallow costs and recover funds based on a later audit or other review. In addition, termination does not affect a recipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions, including final indirect cost rate adjustments (refer to 2 C.F.R. § 200.345).

If you have questions, contact your Natural Resources Conservation Service Program Contact at Louis.Aspey@usda.gov.

Sincerely,  
LOUIS ASPEY  
Associate Chief  
Natural Resources Conservation Service

CC: Galon Hall, Grants and Agreements Director, FPAC Business Center

# Exhibit B

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. <b>P00005</b>		3. EFFECTIVE DATE <b>14-Mar-2025</b>		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY US ARMY ACC-APG-RTP W911NF 800 PARK OFFICE DRIVE SUITE 4229 RESEARCH TRIANGLE PARK NC 27709		CODE <b>W911NF</b>		7. ADMINISTERED BY (If other than item 6) ONRRO CHICAGO FEDERAL BUILDING, ROOM 380 230 SOUTH DEARBORN STREET CHICAGO IL 60605-1595		CODE <b>N62880</b>
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) UNIVERSITY OF WISCONSIN SYSTEM 21 N PARK ST STE 6301 MADISON WI 53715-1218				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>W911NF2210294</b>		
				X 10B. DATED (SEE ITEM 13) <b>29-Sep-2022</b>		
CODE <b>09FZ2</b>		FACILITY CODE				
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>						
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) IAW T&C and 2 CFR 200.340(a)(4)						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b> Modification Control Number: <b>mlync1nf251328</b> The purpose of this modification is to terminate this award in accordance with 2 CFR 200.340(a)(4). This award is terminated effect on 28 February 2025. No additional cost shall not occur after 28 February 2025. The Final Technical Report, final cost vouchers and final SF 425 shall be submitted no later than no later than 45 days of this modification.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MATTHEW R. LYNCH / CONTRACTING/GRANTS OFFICER TEL: (919) 549-4237 EMAIL: matthew.r.lynych.civ@army.mil		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED <b>14-Mar-2025</b>

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

W911NF2210294

P00005

Page 2 of 2

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$398,413.00 from \$2,103,513.00 to \$1,705,100.00.

## SECTION B - SUPPLIES OR SERVICES AND PRICES

## CLIN 0001

The estimated/max cost has decreased by \$398,413.00 from \$2,103,513.00 to \$1,705,100.00.

The total cost of this line item has decreased by \$398,413.00 from \$2,103,513.00 to \$1,705,100.00.

## SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 30-SEP-2022 TO 29-SEP-2025	N/A	ARMY RESEARCH OFFICE SHIPPING ADDRESS ONLY (NO MAIL) SHIPPING ADDRESS (NO MAILING) 800 PARK OFFICE DRIVE SUITE 4229 RESEARCH TRIANGLE PARK NC 27709 (919) 549-4289 FOB: Destination	W36QYT

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 30-SEP-2022 TO 28-FEB-2025	N/A	ARMY RESEARCH OFFICE SHIPPING ADDRESS ONLY (NO MAIL) SHIPPING ADDRESS (NO MAILING) 800 PARK OFFICE DRIVE SUITE 4229 RESEARCH TRIANGLE PARK NC 27709 (919) 549-4289 FOB: Destination	W36QYT

(End of Summary of Changes)



# Exhibit C



May 1, 2025

**MEMORANDUM**

**SUBJECT:** Termination of EPA Assistance Agreement 5F00E05004-1 under 2 CFR 200.340

**FROM:** EPA Award Official

**TO:** Brenda Egan, Managing Officer  
University of Wisconsin System

The purpose of this communication is to notify you that the U.S. Environmental Protection Agency (EPA) is hereby terminating Assistance Agreement No. 5F00E05004-1 awarded to the University of Wisconsin System. This EPA Assistance Agreement is terminated effective immediately on the grounds that the remaining portion of the Federal award will not accomplish the EPA funding priorities for achieving program goals. The objectives of the award are no longer consistent with EPA funding priorities.

The EPA Administrator has determined that, per the Agency's obligations to the constitutional and statutory law of the United States, this priority includes ensuring that the Agency's grants do not conflict with the Agency's policy of prioritizing merit, fairness, and excellence in performing our statutory functions. In addition to complying with the law, it is vital that the Agency assess whether all grant payments are free from fraud, abuse, waste, and duplication, as well as to assess whether current grants are in the best interests of the United States.

The process for closeout is generally outlined in 2 CFR 200.344. EPA is clarifying what reports are required and what reports are waived below. Other requirements are still in effect if applicable to your grant.

EPA is requiring the following closeout reports due within 120 days of closeout (2 CFR 200.344a:)

- Final Federal Financial Report, SF-425
- Final Technical Report
- Other programmatic reports identified in your terms and conditions

As part of this termination, EPA is waiving the following closeout reports:

- Property Report, SF-428
- Final Minority Business Enterprise/Woman Business Enterprise Utilization Under Federal Grants and Cooperative Agreements, EPA Form 5700-52A

The recipient may request payment from the Automated Standard Application Payments (ASAP) system for allowable costs incurred up to the date of this memo provided that such costs were contained in the approved

workplan. Costs incurred by you after this termination are allowable only if (a) those costs were properly incurred by you before the effective date of this termination, and not in anticipation of it; and (b) those costs would be allowable if your federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect. See 2 C.F.R. § 200.343. You are encouraged to carefully review and discharge your closeout responsibilities set forth in 2 C.F.R. § 200.344-45 and your award agreement. Those responsibilities include, but are not limited to, your obligation to “promptly refund any unobligated funds” that have been paid out but “are not authorized to be retained.” See 2 C.F.R. § 200.344(g).

Also, per 2 CFR 200.472, a recipient may use grant funds to properly closeout their grant including reasonable and necessary costs that might occur after the date of this memo. If the recipient drew down funds from ASAP for costs beyond the termination date or for costs that exceed the amount necessary to properly closeout their grant, the recipient must contact RTPFC at [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov) for instructions on how to return the excess funds.

The EPA Grants Management Office has issued an amendment to the agreement to document the termination.

If you wish to dispute this termination decision, the Disputes Decision Official (DDO), Anne Vogel at [R5GrantTerminationDisputes@epa.gov](mailto:R5GrantTerminationDisputes@epa.gov), must receive the Dispute no later than 30 calendar days from the date this termination notice is electronically sent to you. Disputes must be sent electronically by email to the DDO, with a copy to the EPA Award Official, [fields.robert@epa.gov](mailto:fields.robert@epa.gov) within the 30-day period stated above. The Dispute submitted to the DDO must include: (1) A copy of the disputed Agency Decision; (2) A detailed statement of the specific legal and factual grounds for the Dispute, including copies of any supporting documents; (3) The specific remedy or relief you seek under the Dispute; and (4) The name and contact information, including email address, of your designated point of contact for the Dispute. See 2 CFR 1500.15.

The requirements on post-closeout adjustments and continuing responsibilities, including audit and record retention requirements, at 2 CFR 200.345 remain in effect.

ATTACHMENT  
Amendment Document

cc: Lawrence Crowley, EPA Grant Specialist  
Christopher Luna, EPA Life Scientist  
Jessie Conaway, University of Wisconsin System, Faculty Assistant

# Exhibit D



**NATIONAL ENDOWMENT FOR THE HUMANITIES  
NOTICE OF GRANT TERMINATION**

April 2, 2025

Ms. Brenda A. Egan

University of Wisconsin System

Dear NEH Grantee,

This letter provides notice that the National Endowment for the Humanities (NEH) is terminating your federal grant (Grant Application No. HAA30391225) effective April 2, 2025, in accordance with the termination clause in your Grant Agreement.

Your grant no longer effectuates the agency's needs and priorities and conditions of the Grant Agreement and is subject to termination due to several reasonable causes, as outlined in *2CFR§200.340*. NEH has reasonable cause to terminate your grant in light of the fact that the NEH is repurposing its funding allocations in a new direction in furtherance of the President's agenda. The President's February 19, 2025 executive order mandates that the NEH eliminate all non-statutorily required activities and functions. *See Commencing the Reduction of the Federal Bureaucracy*, E.O. 14217 (Feb. 19, 2025). Your grant's immediate termination is necessary to safeguard the interests of the federal government, including its fiscal priorities. The termination of your grant represents an urgent priority for the administration, and due to exceptional circumstances, adherence to the traditional notification process is not possible. Therefore, the NEH hereby terminates your grant in its entirety effective April 2, 2025.

Please remember that your obligations under the Grant Agreement continue to apply. Additionally, an audit may be conducted by the NEH after the termination of your grant.

Please contact [Grant\\_Notifications@nehemail.onmicrosoft.com](mailto:Grant_Notifications@nehemail.onmicrosoft.com) with only urgent questions.

Sincerely,

/s/ Michael McDonald

Michael McDonald  
Acting Chairman, National Endowment for the Humanities  
400 7th Street S.W., Washington, DC 20506

# Exhibit E

**Roth, Colin T.**

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**From:** NSF Grants <grants005@nsf.gov>  
**Sent:** Friday, April 25, 2025 10:51 AM  
**To:** Dorota Brzezinska  
**Cc:** RSP - NSF  
**Subject:** Notice from National Science Foundation

**U.S. National Science Foundation Division of Grants and Agreements**  
**2415 Eisenhower Avenue**  
**Alexandria, Virginia 22314**  
**(703) 292-8210**

04/25/2025

Dorota Grejner-Brzezinska  
Vice Chancellor for Research  
University of Wisconsin-Madison  
dorota.brzezinska@wisc.edu

Dear Dorota Grejner-Brzezinska:

The U.S. National Science Foundation (NSF) has undertaken a review of its award portfolio. Each award was carefully and individually reviewed, and the agency has determined that termination of certain awards is necessary because they are not in alignment with current [NSF priorities](#).

Effective immediately, the following are terminated:

NSF Award Id
2332102
2139125
2100017
2219604
2343113
2118482
2201545
2401278
2415767
2429717
2416516

NSF is issuing this termination to protect the interests of the government pursuant to NSF Grant General Conditions (GC-1) term and condition entitled 'Termination and Enforcement,' on the basis that they no

longer effectuate the program goals or agency priorities. This is the final agency decision and not subject to appeal.

Costs incurred as a result of this termination may be reimbursed, provided such costs would otherwise be allowable under the terms of the award and the governing cost principles. In accordance with your award terms and conditions, you have 30 days from the termination date to furnish a summary of progress under the award and an itemized accounting of allowable costs incurred prior to the termination date.

Sincerely,

Jamie H. French, Division Director  
Office of Budget Finance and Award Management (BFA)  
Division of Grants and Agreements (DGA)