Memorandum of Understanding

For

on Research and Development in Support of

Impact Measurement Tools

**This Memorandum of Understanding (MOU) is entered into by,**

**The Media Consortium,** hereinafter referred to as “TMC,” a project of the Foundation for National Progress having its head office at 222 Sutter St. Ste 600 San Francisco CA 94108 and being represented by Jo Ellen Green Kaiser, Executive Director and Madeleine Buckingham, President, Foundation for National Progress,

AND

The Voqal Fund, hereinafter referred to as “Voqal,” \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Both hereinafter referred to as the “Parties” collectively or “Party” individually.

**Preamble**

WHEREAS, the Parties believe that the future of the progressive media sector rests in part on the ability of progressive media to measure their impact,

WHEREAS, the Parties agree that no tools currently exist that have been shown to accurately measure impact,

WHEREAS, the Parties believe that the experimental protocol developed by Gary King (hereinafter referred to as “the protocol”) will lead to the development of such tools,

WHEREAS, the Parties acknowledge that the protocol requires the cooperation and consent of the members of TMC,

NOW THEREFORE, in consideration of the mutual conditions contained herein, the Parties agree as follows:

Article 1: **Purpose**

The Parties agree to jointly pursue the research and development of impact measurement tools, using the experimental protocol developed by Gary King in consultation with the Parties, and with financial consideration given to TMC to obtain the cooperation and consent of TMC members.

Article 2: **Scope and Responsbilities**

1. TMC will sign up at least 25 of its member outlets to fully participate in the protocol. This includes sharing their Google Analytics accounts with the protocol researchers, as outlined in a separate MOU.

2. TMC will manage the relationship between the protocol researchers and its member outlets, including convincing member outlets to promote research-related online materials.

3. TMC will work with the protocol researchers to modify the protocol as needed.

4. As a significant aspect of its management effort, TMC will regrant monies given by Voqal as part of this agreement to member outlets. The exact nature of these regrants, in timing and amount, will be determined over the course of the project and require the joint agreement of the Parties.

5. TMC will write a report upon the conclusion of Stage 3 of the protocol. Requirements for this report will be outlined by Voqal in a separate document.

Article 3**: Consideration**

In order to fulfill the responsibilities outlined in this agreement, TMC shall receive a sum of $69,000 from Voqal, payable upon the signing of this agreement.

Article 4: **Confidentiality**

To the extent permitted by the laws applicable to each Party, the Parties shall keep confidential the items defined as “Confidential Information” in the Appendix, and shall not provide or disclose Confidential Information to any third party without the other Party’s written consent. Confidential Information shall remain confidential until the termination of this MOU.

Article 5: **Intellectual Property Rights**

1. Ownership

a) The Intellectual Property Rights related to an invention made independently by either Party shall be owned solely by such Party.

b) The Intellectual Property Rights related to an invention made jointly by both Parties (“Jointly-Owned Intellectual Property Rights”) shall be assigned to Creative Commons.

Article 6: Duration

This MOU shall remain in effect until the completion of the Scope and Responsibilities outlined in this MOU, or until January 2016, whichever date comes first. It may be terminated, amended, or extended by prior written agreement between both Parties hereto.

Article 7. **Disputes**

1. The Parties agree that if any of the terms herein are subject to questions of intent or interpretation, or if the Parties identify other issues that are not addressed in this MOU, the Parties will enter into good faith negotiations to resolve such issues, and the resolution will be incorporated as written amendments to this MOU.

2. As the final resolution of any dispute hereunder, either Party may terminate this MOU under the provisions of Article 6.

Article 8: Assignment

Neithr Party may assign, transfer, or dispose of this MOU in whole or in part or any right or obligation hereunder to any individual, firm, institution or corporation without obtaining prior written consent from the other Party; and such consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the undersigned, duly authorized, have signed duplicates of the present MOU on behalf of their respective institutions. Each Party shall keep one copy of the originals.

**For The Media Consortium and the Foundation for National Progress**

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Jo Ellen Green Kaiser, Executive Director, TMC Date

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Madeleine Buckingham, President, FNP Date

**For the Voqal Fund**

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John Schwartz, Date

**Appendix**

**Definitions:**

**Confidential Information**

**Intellectual Property Rights**