

## RESEARCH AGREEMENT

This Research Agreement ("Agreement") is entered into effective on the date of the last signature hereto ("Effective Date"), by and between EBS Support Services, LLC, a Colorado limited liability company, with a usual place of business at 655 S. Sunset Street, Longmont, CO 80501 ("Company") and the Foundation for National Progress having its head office at 222 Sutter St. Ste 600 San Francisco CA 94108 ("FNP") as sponsor for the Media Consortium ("TMC," an unincorporated project). The Company and FNP are the Parties to this Agreement, and each of them is a Party to it.

### **Recitals**

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 methods currently exist that have been shown to measure impact adequately,

WHEREAS, the Parties believe that the experimental protocol developed by Dr. Gary King under a companion Research Agreement between the Company and Beecher Analysis Group (hereinafter referred to as "the Protocol") will lead to the development of improved methods. Hereinafter Beecher Analysis Group is referred to as "Beecher."

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

WHEREAS, the budget for TMC's participation in this research project totals \$163,500 ("Project Budget"), as set forth in Attachment B to this Agreement,

WHEREAS, \$77,500 previously has been contributed to FNP by four funders on behalf of TMC in support of the Project Budget,

WHEREAS, this Agreement provides for the Company to supply the remaining \$86,000 for the Project Budget.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, Company and FNP agree as follows:

1. **Participation in Research.** FNP, on behalf of TMC, agrees to perform the research-related activities described in Attachment A (the "Services"), which attachment is incorporated into this Agreement and made a part thereof.
2. **Term.** The term of this Agreement ("Term") shall commence as of the date of the last signature hereto (the "Effective Date") and shall expire on the day when the Services have been provided fully. As necessary to fulfill the provisions of this Agreement, the rights and

obligations of the Parties set forth in Sections 4, 6c, 6.f, 6.g, 6.h, and 6.j shall survive the expiration or termination of this Agreement.

3. **Payments and Expenditures.** Subject to FNP's obligation to provide the Company with a completed IRS Form W-9 pursuant to Section 6.i hereof, Company agrees to compensate FNP for the Services provided by FNP under this Agreement, as follows: \$77,400 within thirty (30) days of the Effective Date and an additional \$8,600 within thirty (30) days of the date on which the Services have been provided in full.

#### 4. **Developments**

On behalf of TMC, FNP consents to the covenants described below in this Section 4.

- a. Definition. As used in this Agreement, "Developments" shall mean any and all ideas, concepts, discoveries, inventions, developments, trade secrets, methods, data, information, improvements, works of authorship, copyrightable materials, and know-how that are conceived, devised, invented, developed or reduced to practice or tangible medium (whether or not protectable under state, federal or foreign patent, copyright, trade secrecy or similar laws), by Beecher, under Beecher's direction or jointly with others which arise out of or relate to Beecher's performance the Services.
- b. Ownership of Developments. The Parties acknowledge that Company and Beecher by separate agreement agreed that, as between the two of them, Beecher shall own and retain all right, title and interest in any Developments, notwithstanding any delivery of reports or other disclosures describing the Developments to Company.
- c. Access to and License of Developments. The Parties further acknowledge that Beecher has agreed that as part of the consideration to Company pursuant to a separate agreement: (i) Company shall have access to all Developments, as well as all documentation and reports which record or memorialize Developments; and (ii) Beecher has licensed, for the purpose of helping media companies be more effective, all Developments to Company in perpetuity including the right of Company to sublicense all or part of the Developments to one or more third parties for the same purpose. Pursuant to its license from Beecher, and limited by the terms of such license, Company hereby sublicenses to TMC all Developments for the purpose of helping TMC's member media organizations to be more effective.
- d. Limitations on Publicity and Disclosure. The Parties further acknowledge that the Company and Beecher agreed that each of the Company and Beecher shall have the right to publicize and disclose Developments, or any aspect of Developments, including, without limitation, the right to publish accounts of Developments in academic journals; provided, however, that Beecher agreed that: (i) neither Beecher nor any personnel engaged by Beecher in providing the Services will make any disclosures in general purpose publications (including academic publications) until at least one (1) year following the expiration or termination of this Agreement; and (ii) neither Beecher nor any personnel engaged by Beecher in providing the Services will publicly identify

individuals or organizations which participated as subjects in the research aspect of the Services. FNP, on behalf of TMC, agrees that it will take no action that is inconsistent with the above-described covenants concerning publicity and disclosure without the advance written consent of the Company. The parties acknowledge that the Company and Beecher are in discussions about amending the above-described covenants regarding publicity and disclosure, and, in the event of such an amendment, they agree that TMC's confidentiality obligations will be amended automatically such that they are identical to those of Beecher. To the degree reasonably feasible, TMC and FNP will seek agreements pertaining to publicity and disclosure from media participants in the Protocol that are consistent with the above-described provisions.

- e. Rights to Media Created Pursuant to the Protocol. The Parties agree that neither of them shall have any rights to creative works made by TMC-member organizations as part of their cooperation with the Protocol; all such rights shall be held by the entity or entities that created and/or licensed them.

**5. Material Breach and Termination.** In the event that either Party breaches a material provision of this Agreement, the non-breaching Party shall notify the breaching Party, describing the alleged breach(es) with particularity. The breaching Party will have thirty (30) days following receipt of such notice: (a) to cure the alleged breach(es), or, (b) in the event that any alleged breach cannot reasonably be cured within a thirty (30) day period, to commence action to cure such alleged breach and pursue such action diligently and continuously until a cure is effected. In the event any material breach is not cured within the allotted time, or a cure is not commenced and pursued as set forth above in this Section 5, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party. Following termination of this Agreement, the Parties' further obligations to each other shall cease, except as otherwise set forth in Section 2 hereof.

**6. Miscellaneous.**

- a. Full Power and Authority. Each Party represents and warrants that it has full power and authority to undertake the obligations set forth in this Agreement and that it has not entered into any other agreements that would render it incapable of performing its obligations hereunder.
- b. Compliance with Law. On behalf of TMC, FNP shall perform the Services hereunder in compliance with all applicable federal, state and municipal laws and regulations.
- c. Non-Assignable. The Services are personal to FNP and its project TMC. FNP shall not assign, sublicense, or transfer any of his obligations, responsibilities, rights or interests (including, without limitation, his right to receive any moneys due hereunder) under this Agreement without the written consent of Company. Any assignment, subletting, or transfer by FNP in violation of this Section 6.c shall be void and without force or effect.
- d. Entire Agreement. This Agreement represents the entire and integrated agreement between Company and FNP with respect to the subject matter hereof and supersedes all

prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Company and FNP.

- e. No Inadvertent Waivers. No waiver of any portion of this Agreement shall be effective unless in writing. The failure of either Party at any time to require performance by the other Party of any provision shall in no way affect the right of such Party to enforce that or any other provision of this Agreement. No waiver of any breach of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision of this Agreement.
- f. Governing Law. This Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the State of Colorado. Any action brought pursuant to or in connection with this Agreement shall be brought only in the state or federal courts within the State of Colorado without regard to its conflict of laws provisions.
- g. Severability. The provisions of this Agreement are severable and if any of the provisions hereof are held to be invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall remain binding and enforceable by and between the parties.
- h. Section Headings. Section headings are for convenience only, except for those contained in the appendix hereto, and shall not be considered in the interpretation of this Agreement.
- i. Independent Contractor. FNP shall at all times be an independent contractor and not an employee of Company, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither Party shall have any authority to enter into agreements of any kind on behalf of the other Party and shall not have the power or authority to bind or obligate the other Party in any manner to any third party. Each Party agrees not to represent itself as a partner, joint venturer, agent, employee, or general representative of the other Party or to make any representations on the other Party's behalf. FNP shall have sole responsibility for payment, on behalf of itself, TMC, and any consultants or employees, of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws and for the filing of all required tax forms with respect to any amounts paid by Company to FNP hereunder. FNP agrees to supply the Company with a completed IRS form W-9 prior to the receipt of any payment due pursuant to this Agreement and acknowledges that payments by the Company to it will be reported to the Internal Revenue Service by Form 1099 or comparable form in use at the time.
- j. Limitation of Liability. Neither Party shall be liable for any special, indirect, incidental or consequential damages, even if advised of the possibility thereof. Each Party's liability under this agreement or related to the subject matter hereof shall be limited to the amounts paid or payable pursuant to Section 3.

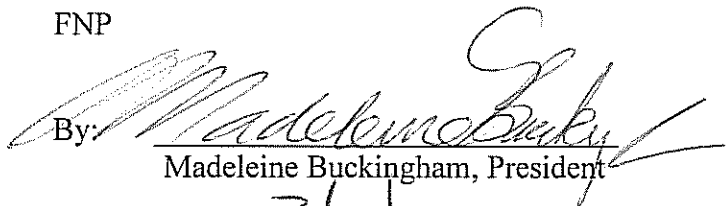
- k. Notices. Each Party shall give notice in writing to the other Party by registered or certified mail to the address set forth at the head of this Agreement.
  
- l. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument and shall become effective when each of the parties hereto shall have delivered to the other a duly executed copy of this Agreement or a facsimile thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers, as of the dates set forth below.

COMPANY

FNP

By: \_\_\_\_\_  
John Schwartz, Manager

By:   
Madeleine Buckingham, President

Dated: \_\_\_\_\_

Dated: 3/2/14

Consented to:

TMC

By: \_\_\_\_\_  
Jo Ellen Kaiser

Dated: \_\_\_\_\_

## **Attachment A: Services**

1. TMC will sign up at least 25 of its member outlets to participate fully in the Protocol. This includes sharing their Google Analytics accounts with the protocol researchers, as outlined in a separate memorandum of understanding between Beecher and participating TMC members.
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, subject to the consent of the Company.
4. As a significant aspect of its management effort, TMC will regrant monies given by Voqal as part of this Agreement to member outlets, according to the budget set forth in Attachment B. The exact terms and conditions pertaining to these regrants, in timing and amount, will be proposed by FNP from time to time and be subject to the consent of the Company.
5. TMC's work in performing the Services will be carried out by or under the direct supervision of Executive Director Jo Ellen Kaiser. A change with regard to who carries out such work on behalf of TMC may be made by the mutual agreement of the parties.
6. TMC will write a report upon the conclusion of the research conducted by Beecher Analysis Group according to such requirements as the Company may reasonably require.

## Attachment B - Project Budget

	<u>Costs</u>
Funding to be re-granted to Media Consortium member organizations to sponsor coverage	\$ 100,000
Media Collaborations Coordinator (Jo Ellen Kaiser)	\$ 46,000
Travel, subsistence, and lodging - 5 trips @ \$1,000 ea.	\$ 5,000
Subtotal	\$ 151,000
Contingency	\$ 15,000
<b>Total</b>	<b>\$ 166,000</b>