

February 24, 2017

Project No.: CNV3135002
Participant No.: PS00165205

**Foundation for National Progress
The Media Consortium
222 Sutter Street
San Francisco, CA 94108**

Attn: Max Horten

Re: MacArthur Grant No. 15-1647

Dear Max Horten on behalf of Foundation for National Progress,

We are pleased to advise you that the John D. and Catherine T. MacArthur Foundation (the "Foundation") has asked the Institute of International Education, Inc. ("IIE") to provide grant funds to Foundation for National Progress in the amount of U.S. \$15,000 to support travel and conference costs for 10 community-based reporters of color to attend the March conference in Washington, DC. The Foundation has previously provided funds on deposit with IIE from which the grant funds will be made, subject to an agreement between the Foundation and IIE. By agreement with the Foundation, IIE will be assisting with administration, monitoring and any necessary follow-up regarding this grant.

The following terms apply to your organization's use of the grant funds:

The grant will be paid in a single, lump sum installment following receipt of a fully-executed copy of this agreement.

Your organization may use the funds from January 1, 2017 to June 30, 2017.

USE OF FUNDS. Under United States law, Foundation grant funds, and income earned thereon, may be expended only for charitable, religious, scientific, literary or educational purposes. This grant is made only for the purposes stated above, and it is understood that these grant funds will be used only for such purposes, substantially in accordance with the application referenced above. Your organization agrees to obtain IIE's prior approval in writing should there be any material changes or variances to the approved budget (attached hereto), including the timing of expenditures, at any point during the course of this grant. Any grant funds not expended or committed for the purposes of the grant, or within the period stated above, will be returned to IIE on behalf of the Foundation.

RESTRICTIONS ON USE OF FUNDS. Your organization agrees that Foundation grant funds will not be used to carry on propaganda, to lobby or otherwise attempt to influence legislation or to conduct any activities described in Sections 4945(d) and (e) of the United States Internal Revenue Code and the Treasury Regulations thereunder.

Further, the Foundation is required by United States law to ensure that none of its grant funds are used directly or indirectly to assist in, sponsor, or provide support for acts of terrorism or to support organizations or persons listed as terrorists on lists maintained by the United States government, the United Nations, the European Union, and other entities. **To assist the Foundation in complying with applicable law, your organization agrees that it shall not use any funds to engage in any activities in countries or with persons subject to U.S. Office of Foreign Asset Control Sanctions Programs or anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224.**

WRITTEN REPORTS. Written reports are to be furnished no later than thirty (30) calendar days following the completion of the grant period. Each written report should contain a narrative and financial account of what was accomplished by the expenditure of the grant funds during the period covered by the report and an assurance that the activities under the grant have been conducted in conformity with the terms of the grant.

INTELLECTUAL PROPERTY. All copyright interests in materials produced as a result of this grant (the "Work Product") shall be owned by your organization. Your organization agrees to ensure that any Work Product arising from the grant is made widely available to the public at little or no cost. Further, your organization grants to the Foundation a non-exclusive, transferable, perpetual, irrevocable, royalty-free, paid-up, worldwide license to use, display, perform, reproduce, publish, copy, and distribute, for non-commercial purposes, the Grant Work Product and any other work product arising out of or resulting from your organization's use (including digital or electronic or other media) of these funds, including all intellectual property rights appurtenant thereto, and to sublicense to third parties the rights described herein.

USE OF NAME. All uses by your organization of the name and mark "John D. and Catherine T. MacArthur Foundation" and all variations thereof, in any manner, shall be subject to prior written approval of the Foundation.

PUBLICATIONS. Two copies of any publications produced or disseminated wholly or in part with these grant funds will be furnished to the Foundation.

EVALUATING OPERATIONS. The Foundation and IIE, separately or together, may monitor and conduct an evaluation of operations under this grant, which may include a visit from Foundation and/or IIE personnel to observe your

organization's program, discuss the program with your organization's personnel, and review financial and other records and materials connected with the activities financed by this grant.

RIGHT TO DISCONTINUE FUNDING AND REQUIRE RETURN OF FUNDS. The Foundation or IIE, on behalf of the Foundation, may discontinue or suspend funding or demand return of any unspent funds if your organization fails to comply with the terms of this agreement. In addition, if your organization expends or commits any part of the grant funds for purposes or activities other than the purposes and activities for which this grant is made, your organization must repay to IIE on behalf of the Foundation an amount equal to the amount of grant funds so expended for other purposes or activities.

U.S. TAX STATUS: By countersigning this agreement, your organization confirms that it has received its Section 501(c)(3) determination from the Internal Revenue Service (the "IRS") and it is treated by the IRS as an organization that is not a private foundation as described in Sections 509(a)(1), (2) or (3) of the Internal Revenue Code (the "Code"). If such determination or status under the Code is revoked or modified during the course of this grant, your organization hereby agrees to notify the Foundation and, upon request, promptly return any unspent grant funds to the Foundation as of the date of such change.

ENTIRE AGREEMENT. This agreement represents the entire agreement between your organization and the Foundation with respect to the subject matter herein and supersedes any and all prior agreements, understandings, negotiations, representations and discussions with respect thereto.

DUE AUTHORITY. The person(s) signing this agreement on behalf of your organization represents and warrants to IIE and the Foundation that s/he is an officer of your organization and has requisite legal power and authority to execute this agreement on behalf of your organization and bind your organization to the obligations herein.

MISCELLANEOUS. Communication regarding current administrative arrangements for this grant should be directed to Laura Kaufmann at the Institute of International Education, 809 United Nations Plaza, New York, NY 10017, telephone: 212-984-5344; fax: 212-984-5393; e-mail: lkaufmann@iie.org.

In all correspondence concerning this grant, reference should be made to the grant number designated on the first page of this letter.

Very truly yours,

INSTITUTE OF INTERNATIONAL EDUCATION, INC.

Helene Mantell

By: _____
Helene Mantell

Its: Director, Global Learning Programs Division

AGREED AND ACCEPTED:

FOUNDATION FOR NATIONAL PROGRESS

By: *Max Horten*
Signature

Its: Business Manager
Title

Acceptance Date: 02/27/2017

Signature Certificate



Document Reference: 8Z95KFJX84R4CRLSSKINH

RightSignature

Easy Online Document Signing



Max Horten

Party ID: 489G9MIJX2M7MACX4X4SWY

IP Address: 4.35.167.18

VERIFIED EMAIL: mhorten@motherjones.com

Electronic Signature:

Max Horten

Multi-Factor
Digital Fingerprint Checksum

1a24bc113f188909cbc5af3919302be876477e30



Timestamp

2017-02-27 16:49:06 -0800

2017-02-27 16:49:06 -0800

2017-02-27 16:48:38 -0800

2017-02-27 16:48:38 -0800

Audit

All parties have signed document. Signed copies sent to: Max Horten.

Document signed by Max Horten (mhorten@motherjones.com) with drawn signature.

- 4.35.167.18

Document viewed by Max Horten (mhorten@motherjones.com). - 4.35.167.18

Document created by Max Horten (mhorten@motherjones.com). - 4.35.167.18



This signature page provides a record of the online activity executing this contract.