



December 12, 2011

Madeleine Buckingham
Foundation for National Progress
222 Sutter Street, 6th Floor
San Francisco, CA 94108

Dear Madeleine,

On behalf of the Board of Directors of the Proteus Fund, I am pleased to inform you that a grant of \$30,000 from the Media Democracy Fund, a hosted project of the Proteus Fund, has been approved for Foundation for National Progress. This grant is to support The Media Consortium's Media Policy Reporting and Education Project, as described in the proposal dated September 6, 2011.

This grant is subject to the terms and conditions of the Grant Agreement, a copy of which is enclosed. Please note some new provisions in the grant agreement as of 2011. Please also note the requirements and deadlines for grant reporting, which are found on the first page of the Grant Agreement.

Public acknowledgements of your grant should indicate that support was provided by the "Media Democracy Fund, a hosted project of the Proteus Fund."

If you have any questions about your grant, please contact our grants manager, Beery Adams Jiménez, at bjimenez@proteusfund.org.

There are two ways to execute this agreement: (1) An officer of your organization may sign a paper copy of the agreement, scan the signed agreement, and email the scanned signed agreement to Proteus; or (2) The electronic agreement may be attached to an email from an officer that includes the following language: "On behalf of Foundation for National Progress, I hereby accept the attached agreement" along with the officer's name, title and the date.

The executed agreement should be returned to our Grants Manager, Beery Adams Jiménez, at bjimenez@proteusfund.org, at which time a check for \$30,000 will be issued. Thank you for your good work!

Sincerely,

Margaret E. Gage
Executive Director

GRANT AGREEMENT

Foundation for National Progress ("Grantee"), in consideration of a grant of \$30,000, from the Proteus Fund ("Proteus"), for support of the Grantee's The Media Consortium's Media Policy Reporting and Education Project ("the Project"), as described in Grantee's proposal dated September 6, 2011 ("the Proposal"), hereby agrees to be bound and act in accordance with the following terms of this Grant Agreement ("Agreement"):

1. Grantee's Status. Grantee hereby represents to Proteus that it presently is exempt from federal income tax as an organization described in Internal Revenue Code ("IRC") section 501(c)(3) and is not a private foundation because it is described in section 509(a)2. Grantee has provided to Proteus a copy of its Internal Revenue Service ruling letter confirming this status. Grantee hereby confirms and represents that the letter provided to Proteus is still in effect and has not been revoked or altered to Grantee's knowledge.
2. Use of Grant. Grantee agrees to use all of the grant funds exclusively for the Project. Grantee may not use any portion of the grant funds for any other purpose without the prior written approval of Proteus. Grantee agrees that the grant funds will be used in accordance with the Project budget contained in the Proposal. While minimal variations in a Project budget are understandable and acceptable, any variation of more than \$5,000 must be discussed with and approved by Proteus beforehand.
3. Term and Payments. The grant period shall begin as of December 15, 2011 and shall end no later than December 14, 2012. Upon return of the signed Agreement by Grantee, a check for the entire grant amount shall be issued by Proteus.
4. Return of Funds. Any portion of the grant funds that is not used as specified in this Agreement must be repaid to Proteus.
5. Reports. Grantee agrees to submit to Proteus, no later than 60 days after the end of the grant period listed above, a final report on the Project during the grant period. Please note this date on your calendar. This report shall include:

Narrative Report:

- > A summary of all Project activities;
- > Brief evaluation of the progress made in accomplishing the Project's goals; and
- > A compelling story illustrative of the work accomplished through the grant.

Financial Report:

- > Budget-Actual Variance report(s) for the Project (covering the entire grant period); and
- > Budget-Actual Variance report(s) for the entire organization (covering the entire grant period).

The report shall be submitted electronically and shall be limited to three pages of narrative, plus the financial information. Grantee may include up to two additional pages of supplemental materials – i.e. newspaper articles, newsletters, links to videos or publications.

If Grantee applies for additional funding before the final report is due, a brief progress report must be included with that application. If the project is complete at the time of application, Grantee may

submit a final report, as outlined above and clearly indicated as such, in lieu of a progress report. Otherwise, a final report is still required at the end of the grant period as noted above.

6. Copies of Information Regarding Grantee. In keeping with Proteus' environmental concerns, Grantee agrees that it will send informational materials (for example: press releases, newsletters) to Proteus' office electronically if possible, unless otherwise specifically requested, in which case only one hard copy should be sent. This limitation does not apply if a staff member or Director of Proteus is a regular member of, or contributor to, Grantee and normally receives information in this capacity.

7. Violation of Terms. The Grantee agrees that, should it be in violation of any terms in this Agreement, Proteus is thereby permitted to withhold any future installment payment upon this grant or upon any other future grant to Grantee and to require, upon written notice, the repayment of any unexpended grant funds.

8. Future Support. Nothing contained in the awarding of this grant or in this Agreement constitutes an actual or implied commitment on the part of Proteus for any future or additional grants or monies beyond that stated in this Agreement.

9. Governing Law. The Agreement is governed by and will be interpreted under the laws of the Commonwealth of Massachusetts.

10. No Agency. Grantee is not Proteus's agent for any purpose and agrees to make no contrary representation or action. Similarly, Proteus is not Grantee's agent for any purpose. Rather, each party is an independent contractor responsible solely for its own action and inactions.

11. Compliance with Law. Grantee will comply with all applicable laws in its activities, whether or not funded by this grant, and will notify Proteus promptly of any legal problem, question or violation it learns of regarding its actual or contemplated activities undertaken during the grant period.

12. Agreement's Scope and Modification. The Agreement constitutes the parties' full understanding regarding its subject matter. Any modification, waiver or contrary understanding will bind a party only if that party has so agreed in writing.

13. Severability. If any provision of the Agreement is invalid or unenforceable in whole or in part, that shall not affect the validity or enforceability of any other provision, and no waiver of (or failure to seek sanctions for) any violation of this Agreement shall constitute a waiver of another or subsequent violation, no matter how similar.

14. Binding Agreement. This Agreement is legally binding. In executing it, Grantee warrants that it has had an opportunity to read this instrument and the other component(s) of the Agreement and understand their terms. The signature of an officer or agent of Grantee on this Agreement, or the electronic acknowledgement of acceptance of the Agreement by an officer or agent of Grantee, or the execution by Grantee of a check for any portion of the grant funds, constitutes Grantee's acceptance of and agreement to be bound by the Agreement's terms and conditions.

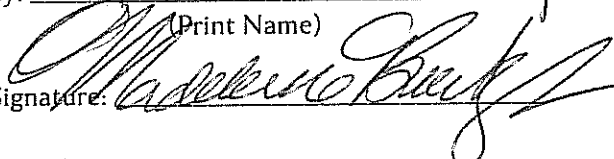
15. Notice. Any notice, report, authorization or other communication permitted or required by the Agreement shall be deemed given only if and when actually delivered in writing or via email to the recipient. Any notice or instrument in writing authorized or required under this Agreement to be given

to Proteus shall be emailed to bjimenez@proteusfund.org or mailed to: Grants Manager, Proteus Fund, 101 University Drive, Suite A2, Amherst, MA 01002.

16. Headings not Substantive. The underlined headings to the paragraphs and sections of the Agreement are for identification purposes only and do not constitute or modify any term or provision thereof.

17. Publicity. Public acknowledgement of this grant should be credited to "Media Democracy Fund, a hosted project of the Proteus Fund." Proteus requests that all print, broadcast or other material crediting or mentioning Proteus be sent to the Media Democracy Fund Program Officer for review and approval prior to usage.

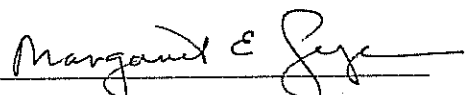
Accepted on behalf of: Foundation for National Progress

By: Madeline Buckingham Title: CEO & President
(Print Name)
Signature:  Date: 12/14/11

Accepted on behalf of: Proteus Fund

By: Margaret E. Gage

Title: Executive Director

Signature:  Date: December 12, 2011