

March 10, 2014

Jo Ellen Green Kaiser
The Media Consortium
c/o Foundation for National Progress
222 Sutter Street, Suite 600
San Francisco CA 94108

Re: Grant No. *NVF MDF TMC GA#03102014*

Dear Ms. Kaiser:

The New Venture Fund is pleased to inform you that it has approved a grant to your organization in the amount of \$30,000 through our Media Democracy Fund project. This grant is for the period January 1, 2014 – December 31, 2014 and is subject to the terms and conditions contained in the enclosed Grant Agreement.

On behalf of the New Venture Fund, I would like to congratulate your organization on its valuable work and wish you great success in this endeavor.

Sincerely,



Eric Kessler
President

Enclosure

INSTRUCTIONS:

1. Please sign this form.
2. Return electronically to Grace Lee (grace@newventurefund.org). If unable to return electronically, please send to:

New Venture Fund
Mary Curran, Program Associate
1201 Connecticut Ave NW, Suite 300
Washington, DC 20036

NEW VENTURE FUND GRANT AGREEMENT

GRANT NUMBER: NVF MDF TMC GA#03102014

DATED: March 10, 2014

The New Venture Fund (the "Foundation") and Foundation for National Progress (the "Organization") hereby agree as follows:

- I. The Foundation grants the Organization \$30,000 (the "Grant") for the period January 1, 2014 – December 31, 2014 to be paid

(X) in one lump sum on or before May 15, 2014

() in the following installments: _____

- II. The Grant may be used only for the following charitable, scientific, literary, religious or educational purposes: to fund the Organization's Media Policy Reporting and Education Project.

- III. So that the Foundation may comply with tax laws of the United States, it is understood that the Organization agrees to the following:

- A. To use the Grant funds exclusively for charitable, scientific, literary, religious or educational activities consistent with the tax-exempt status described above;
- B. To acknowledge that the Foundation has not earmarked or designated any portion of the Grant for the carrying on of propaganda or attempting to influence legislation (within the meaning of Code Sections 501(h), 4945(d)(1), and 4945(e) and related regulations; these provisions include local, state, federal, or foreign legislation). You

may nevertheless determine that, in carrying out the Project funded in part by the Grant, you will attempt to influence governmental action. Please note that in the event that you spend any proceeds of the Grant or other resources to influence governmental action in ways lawful for a public charity, you may have to comply with local, state, federal or foreign lobbying reporting requirements. It is Organization's responsibility to comply with any applicable requirements. The Organization attests that the lobbying amount shown on the Project budget, if any, is a good faith estimate of lobbying expenses to be incurred for this Project, and represents that the amount of this grant, together with the amount of any other grants Organization has received from the Foundation for the Project for the same year, does not exceed the amount of the Project's budget that is for activities that are not attempts to influence legislation; and

- C. Not to use any funds from this Grant to intervene in any election or support or oppose any political party or candidate for public office, or engage in any lobbying not permitted by section 501(c)(3) of the Code.
- IV. The Organization will return to the Foundation any portion of the Grant, not expended or committed for the Project by December 31, 2014.
- V. The Organization shall provide the Foundation with a final report that is due to the Foundation on or before February 28, 2015.

The full report must include the following certification:

All activities Foundation for National Progress were and are consistent under the Internal Revenue Code Sections 501(c)(3) and 509(a)(1), (2) or (3). If any lobbying was conducted by Foundation for National Progress (whether or not discussed in this report), Foundation for National Progress complied with the applicable limits of Internal Revenue Code Sections 501(c)(3) and/or 501(h) and 4911. Foundation for National Progress warrants that it is in full compliance with its Grant Agreement with the New Venture Fund, dated March 10, 2014, and that, if the grant was subject to any restrictions, all such restrictions were observed.

- VI. The Organization shall also provide the Foundation with a brief interim report at the midpoint of the Grant period. This report shall be due on or before June 30, 2014.
- VII. The Organization shall prepare the reports according to the attached reporting guidelines (“Exhibit A”).
- VIII. The Organization is required to segregate the Grant in an account that is used only for charitable, scientific, literary, religious or educational purposes.
- IX. The Organization agrees to maintain adequate financial and programmatic records. Records of receipts and expenditures under the Grant, as well as copies of reports submitted to the Foundation, should be kept for at least four years following completion of the Grant period. The Organization’s books and records are to be made available for inspection by the Foundation or its designated representatives at reasonable times.
- X. The Foundation may include information regarding the Grant in press releases or other publicly available materials.
- XI. Additionally, the Organization agrees:
 - A. To comply with all applicable laws or regulations in any jurisdiction in which it conducts activities.
 - B. To allow the Foundation to conduct an evaluation of the Organization and its programs related to the Grant. The evaluation may involve visits from the Foundation staff or representatives and discussions with employees or consultants of the Organization.
 - C. To cooperate with the Foundation in supplying any additional information or in complying with any procedures which might be required by any governmental agency in order for the Foundation to establish that it has observed all requirements of the law with respect to this Grant.

- D. To notify the Foundation immediately of any anticipated or actual changes in key personnel that may affect the Organization's ability to meet the purposes of the Grant.
 - E. To request permission in writing before using the Foundation name in any document prepared for distribution outside the Organization, in either printed or electronic form, with the exception of listing the Foundation along with other donors in reports, event programs or Grant applications.
 - F. To make any data, research, knowledge and other information developed with these Grant funds freely available to the Foundation. At the request of the Foundation, the Organization agrees to execute all necessary or appropriate documents and take all other reasonable steps to document or formalize such rights in these materials.
 - G. To not regrant any of the Grant Funds without specific approval of the Foundation.
- XII. The Foundation reserves the right, in its sole discretion, to discontinue funding of this Grant, if it is not satisfied with the expenditure of Grant funds by the Organization or the content of any written report required herein. The Foundation reserves the right to discontinue, modify, or withhold any payments due under this Grant, or to modify the terms of this Agreement, to comply with any law or regulation applicable to this Grant or to protect and maintain the Foundation's tax-exempt status under Section 501(c)(3) of the Code.
- XIII. Failure by any party at any time to require performance by any other party of any provision of this Agreement shall in no way affect the right to require full performance any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of same or any other provision, nor constitute a waiver of the provision itself.
- XIV. This Agreement (a) constitutes the entire understanding of the Foundation and the Organization with respect to the subject matter, and supersedes all prior agreements and understandings,

whether oral or written; (b) is made exclusively with the Organization and may not be transferred or assigned to another organization or person without prior written approval of the Foundation; and (c) may be amended or modified only by a mutual written agreement of the parties.

XV. This Agreement shall be deemed to be made under, and in all respects shall be interpreted under and governed by the laws of the District of Columbia.

Agreed to and accepted on behalf of The Media Consortium, dated: May 5, 2014.

Jo Ellen Green Kaiser

Jo Ellen Green Kaiser (May 5, 2014)

Jo Ellen Green Kaiser
Executive Director, The Media Consortium

Agreed to and accepted on behalf of the New Venture Fund, dated : _____.

Eric Kessler, President

EXHIBIT A - REPORTING GUIDELINES

NVF Grantees are required to provide the following reports that document the progress of their projects:

Interim report: This is a brief report intended to update NVF on the progress of your grant and to inform us of any major challenges or changes in plans. This report can be informal, and can be a repurposed version of something similar you may have already written, such as a blog post or update for your board. Due dates are indicated in Agreement.

1. Narrative should be one or two pages, and should include an evaluation of the progress of your activities, any major successes or challenges encountered, and any recommended adjustments to your work plan.
2. If there have been any major changes in the allocation of funds, please submit a budget summary to indicate how your actual expenses have varied from your budgeted expenses.

You are welcome to include additional relevant materials, such as articles that describe your work or reports or multimedia projects funded by the grant.

Final reports: This is a formal report intended to detail the outcomes you achieved with the grant. Due dates are indicated in Agreement.

1. Narrative (three pages maximum), including the following information:
 - a. Review of goals and objectives
 - b. Summary of project activities and outcomes achieved
 - c. A compelling story illustrative of the work accomplished through the grant
 - d. The full report must include the following certification:

All activities Foundation for National Progress were and are consistent under the Internal Revenue Code Sections 501(c)(3) and 509(a)(1), (2) or (3). If any lobbying was conducted by Foundation for National Progress (whether or not discussed in this report), Foundation for National Progress complied with the applicable limits of Internal Revenue Code Sections 501(c)(3) and/or 501(h) and 4911. Foundation for National Progress warrants that it is in full compliance with its Grant Agreement with the New Venture Fund, dated March 10, 2014, and that, if the grant was subject to any restrictions, all such restrictions were observed.

2. Final financial report including the following information:
 - a. Budget-actual variance report(s) for the project (covering the entire grant period)
 - b. Budget-actual variance report(s) for the entire organization (covering the entire grant period)
3. Copies of any major publications or media generated as a result of the project.

All reports must be submitted electronically to Grace Lee, grace@newventurefund.org. Please be sure to indicate the grant number in your reports. For questions regarding reporting requirements, please contact your project manager.