



PROTEUS FUND

This agreement ("Agreement") is made and entered into by and between the Proteus Fund (hereinafter referred to as "Proteus") and Foundation for National Progress (hereinafter referred to as "Consultant") and includes the Standard Contract Terms for Consultants, attached.

The Consultant has been engaged to provide the following:

- The Media Consortium (fiscal sponsor Foundation for National Progress) will take a delegation of independent media reporters to the National Conference for Media Reform for their participation in conference sessions, and a training organized by Josh Levy.
- The Media Consortium will process applications from outlets, reporters, and award; administer travel subsidies to the conference; provide cohort activities and trainings in cooperation with Free Press.
- The Media Consortium will provide a final report that should include reflections from each participant or an article that they write/publish.

TERMS AND TIMELINE

The contract is effective February 25, 2013 and concludes on April 30, 2013.

Proteus retains the right to terminate the Agreement with or without cause. In the event of such early termination Proteus shall pay the Consultant for the satisfactory work completed prior to date of termination.

MODIFICATION IN CONSULTANT'S WORK ASSIGNMENT

Modifications in the Consultant's work assignment may be made only with the written consent of both parties.

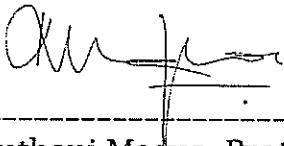
PAYMENT FOR SERVICES

Proteus shall pay the Consultant \$10,000 in one lump sum after both parties sign the contract, and an invoice is submitted by the Consultant. The payment will be disbursed within 15 days of Proteus' receipt of the invoice from the Consultant.

INDEPENDENT CONTRACTOR

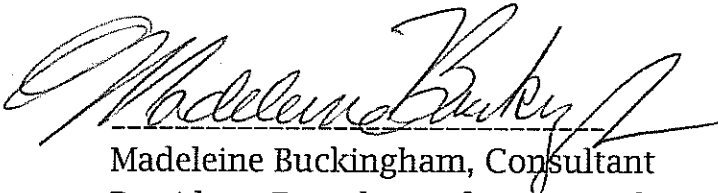
Consultant is an independent contractor and, in performing the Services, is solely responsible for all worker's compensation, unemployment insurance, Social Security and Medicare taxes, federal or state withholding taxes, and any other obligations or benefits. Consultant will report and pay on time any taxes or benefits due for Services rendered hereunder and hold Proteus harmless from any obligation, liability, or assessment arising from Consultant's rendering of the Services.

This Agreement and the attached Standard Contract Terms for Consultants are complete as written and there are no other promises, covenants, agreements or responsibilities of the Parties. These may be modified only in writing and signed by both Parties. Please return signed original and retain a copy for your records.



Muthoni Magua, Proteus Fund
Director of Finance & Administration

February 25, 2013
Date



Madeleine Buckingham, Consultant
President, Foundation for National Progress

on behalf of the project
The Media Consortium

3/4/13
Date

Enclosure: Standard Contract Terms for Consultants
Form W-9: Request for Taxpayer Identification Number and
Certification