Quixote Foundation Grant Agreement

Quixote Foundation, Inc. is pleased to award the following grant to the Foundation for National Progress.

Date: May 29, 2013

Project Name: Reproductive Justice Reporting Project

Grant Period: May 1, 2013 to April 30, 2014

Grantee: Foundation for National Progress

222 Sutter Street, Suite 600 San Francisco, CA 94108

Project Contact: Jo Ellen Kaiser – Executive Director

Media Consortium

Chief Executive: Madeleine Buckingham – Chief Executive Officer

Mother Jones/Foundation for National Progress

Grant Amount: \$30,000

Terms and Conditions

Foundation for National Progress agrees to abide by all terms and conditions contained in this grant agreement and to the following conditions of the grant:

- Foundation for National Progress will use this grant solely for the purposes outlined in the proposal, with any modifications that may be contained in this agreement.
- Foundation for National Progress will repay the Quixote Foundation any portion of the amount granted that is not used for the purposes specified in the proposal and this agreement. Such repayment shall be made immediately upon demand of the Quixote Foundation.
- \$30,000 will be paid when Quixote Foundation has received this signed Grant Agreement.

This grant is made for a period of one year beginning May 1, 2013. The Quixote Foundation requests a brief final report, covering both the substance of activities under this grant, and the financial administration of the grant. This final report is due by July 29, 2014. Please submit the report via email. In addition, upon request of the Quixote Foundation, Foundation for National Progress shall make a presentation to the Board of Directors of Quixote Foundation covering these same topics. Such presentation shall be made at a time and place mutually satisfactory to Foundation for National Progress and the Quixote Foundation.

Quixote Foundation is making this grant with the understanding, based upon the grantee's representation and other due diligence, that Foundation for National Progress is an organization qualified for tax exemption under Section 501(c)(3) of the Internal Revenue Code and is classified as a public charity (rather than a private foundation) for federal tax purposes. Foundation for National Progress has provided Quixote Foundation with its IRS determination letter setting out its qualification as a Section 501(c)(3)

organization and as a public charity, and by executing this Agreement Foundation for National Progress represents that neither its Section 501(c)(3) status nor its classification as a public charity has been revoked or modified.

Foundation for National Progress further agrees that these funds will be used exclusively for exempt purposes as described in Section 501(c)(3). No part of the grant funds is earmarked for use to carry on propaganda or attempt to influence legislation, and no part of the grant funds shall be used to participate in any political campaign on behalf of any candidate for public office. Foundation for National Progress further agrees not to use any portion of the funds granted to make grants to individual(s) on a non-objective basis, or for any non-charitable or non-educational purpose.

Foundation for National Progress shall notify the Quixote Foundation immediately of any significant organizational changes during the term of the grant, including changes in key personnel, change in tax status, or changes in project timing or goals.

Foundation for National Progress will permit representatives of the Quixote Foundation to visit the premises and review the progress of Foundation for National Progress and will permit the Foundation, at the Foundation's expense, to conduct an independent financial and programmatic audit of the expenditure of the grant.

Foundation for National Progress agrees to allow the Quixote Foundation to use any information contained or attached to the grant proposal for promotional purposes. Foundation for National Progress also agrees that, before announcing this grant, it will provide the Quixote Foundation with right of first refusal for initial release of the grant announcement. After first release is conducted or waived by the Foundation, Foundation for National Progress may announce the grant. Copies of any media coverage relating to the grant will be forwarded to the Quixote Foundation and included with the final report.

An officer of Foundation for National Progress [as reflected in the signature line below, the signature must be by an officer of the grantee entity] must sign and return one copy of this Grant Agreement as evidence of understanding and acceptance of its Terms and Conditions. Again, the Board of the Quixote Foundation is pleased to be able to make this grant to your organization.

<u>Madeleine Buckingham</u>
Madeleine Buckingham (Jul 18, 20/3)

Madeleine Buckingham

President&CEO

Foundation for National Progress on behalf of the project The Media Consortium

Jul 18, 2013

une L Wilson (Jul 18, 2013)

June L Wilson

Executive Director

June Wilson

Jul 18, 2013



Reproductive Justice Reporting Project 2013 Grant

EchoSign Document History

July 18, 2013

Created: May 29, 2013

By: June Wilson (don@quixotefoundation.org)

Status: SIGNED

Transaction ID: UF4LM7E4A3KR72

"Reproductive Justice Reporting Project 2013 Grant" History

- Document created by June Wilson (don@quixotefoundation.org)
 May 29, 2013 12:27 PM PDT IP address: 67.170.35.157
- Document emailed to Madeleine Buckingham (mbuckingham@motherjones.com) for signature May 29, 2013 12:35 PM PDT
- Document viewed by Madeleine Buckingham (mbuckingham@motherjones.com)

 July 18, 2013 8:12 AM PDT IP address: 70.36.151.60
- ✓ Document esigned by Madeleine Buckingham (mbuckingham@motherjones.com)

 Signature Date: July 18, 2013 8:13 AM PDT Time Source: server IP address: 70.36.151.60
- Document emailed to June L Wilson (june@quixotefoundation.org) for signature July 18, 2013 8:13 AM PDT
- Document viewed by June L Wilson (june@quixotefoundation.org)
 July 18, 2013 9:56 AM PDT IP address: 67.170.35.157
- Document esigned by June L Wilson (june@quixotefoundation.org)

 Signature Date: July 18, 2013 9:58 AM PDT Time Source: server IP address: 67.170.35.157
- Signed document emailed to Madeleine Buckingham (mbuckingham@motherjones.com), June L Wilson (june@quixotefoundation.org) and June Wilson (don@quixotefoundation.org)
 July 18, 2013 9:58 AM PDT