November 1, 2012

Community Journalism Training Institute

Memorandum of Understanding

between

The Media Consortium, a project of the Foundation for National Progress (Party A)

and

House of Local, a DBA for Susan Mernit (Party B)

This is an agreement between the Media Consortium and the House of Local.

**I. Purpose**

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to ownership of intellectual property, investment, and revenue distribution for the project we plan to form together, the Community Journalism Training Institute (hereinafter referred to as “the Institute”).

The principals involved in this agreement are Jo Ellen Green Kaiser, Executive Director of The Media Consortium; and Susan Mernit, Executive Director, House of Local and Kwan Booth, Senior Director, House of Local.

**II. Background**

The Media Consortium and the House of Local will lead in the creation of a virtual and real world training institute and program that will offer training in journalism skills to members of the community. The aim is to enable these individuals to become community journalists: to learn how to tell their own stories, publish their stories, and distribute their stories through social media, social marketing and online outlets.

**III. Responsibilities under this MOU**

The Media Consortium will undertake the following activities:

* Develop the Community Journalism Training Institute brand
* Provide program management for the Institute’s programs
* Supervise Institute staff
* Develop foundation support for the Institute
* Market and sell the program to organizations interested in providing this training to their staff or volunteers
* Promote the Institute to potential clients, trainers, donors and media
* Organize trainings for the Institute
* Arrange logistics for trainings
* Maintain records for the Institute
* Evaluate the performance of the Institute

 House of Local will undertake the following activities

* Develop the curriculum for the Institute
* Recruit teachers for the Institute
* Train teachers for the Institute
* Deliver trainings
* Evaluate the performance of trainers
* Promote the Institute to potential clients, trainers, donors and media

**IV. Revenue**

a. Restricted grants and donations to the Community Journalism Training Institute shall be assigned to either or both of the parties based on the restrictions of the funding.

b. Unrestricted grants and donations to the Community Journalism Training Institute shall be assigned to the Media Consortium for the purpose of paying overhead costs and to establish and fund a reserve.

c. Earned revenue received through the direct activities of the Institute—defined as classes and training sold and delivered-- shall be shared between the parties according to the following formula:

* 20% to the Media Consortium to cover overhead and capital expenses.

-Overhead expenses include but are not limited to bookkeeping, accounting, recordkeeping, office supplies, office rent, software, and training space rental.

-Capital expenses include but are not limited to equipment for trainings and proprietary software.

-If the Media Consortium so chooses, some or all of these revenues may be assigned to a third-party for the purposes of covering overhead expenses.

* 40% to the Media Consortium
* 40% to the House of Local

d. Earned revenue received from all e-books and materials based on curriculum created specifically for the Community Journalism Training Institute and licensed to the Community Journalism Training Institute shall be shared by the parties, according to the following formula:

* 40% revenue to The Media Consortium
* 60% revenue to House of Local
* Costs for distribution through 3rd party vendors will be equally shared by both parties during the term of this agreement for materials sold and marketed to and through this community

**VI. Intellectual Property**
Intellectual property created through this Memo of Understanding will be assigned as follows:

* Databases, contact lists and other materials generated or created through this program will be the shared property of both organizations.
* The name Community Journalism Training Institute will belong to The Media Consortium but can be used by House of Local for reference and promotional purposes for as long as this MOU is effective.
* Curriculum materials and related tools developed by House of Local for the Community Journalism Training Institute will belong to House of Local but will be licensed to the Media Consortium cost-free in perpetuity for use in training programs run by TheCommunity Journalism Training Institute. In the case of a transfer of ownership or assets from The Media Consortium to another organization, or in the event of a merger between TMC and another organization, these rights to curriculum materials are non-transferable and non-assignable and rights will revert back to House of Local.
* Process documents such as HR forms, evaluations, marketing materials, and so forth will have shared ownership from both organizations.

**VII. Modification and Termination**

In the event either party becomes defunct, ownership shall cede to the other.

If either party wishes to transfer or have a shift in ownership, the original founding partner has either right of first refusal or approval of the new partner.

Either party may suggest modifications to this agreement, but both parties may only make such modifications upon the agreement in writing.

Any disputes will go to arbitration.

Either party may cancel the agreement with notification to the other party in writing within 90 days notice; all payments and obligations must be met for cancellation to be viable; cancellation does not negate payment of fees and monies due.

**VII. Effective Date and Signature**

This MOU shall be effective upon the signatures of the authorized officials of the Media Consortium and the House of Local. It shall be in force from October xx, 2012 to xxx. The Media Consortium and the House of Local indicate agreement with this MOU by their signatures.

Jo Ellen Green Kaiser for the Media Consortium

Susan Mernit for the House of Local