

Memorandum of Understanding
June 25, 2013

I. Participants:

- a. The Media Consortium (“TMC”), a project of the Foundation for National Progress
- b. Liberty Media for Women LLC dba Ms. Magazine (“Member”)

II. Project

The Media Consortium has received a grant from the Quixote Foundation to create a Reproductive Justice Pilot Project [RJPP]. The goal of the grant is two-fold.

1. To enhance collaboration between local and national news outlets, and between and among national outlets, around issues related to reproductive justice.
2. To increase the impact of news stories, investigative reports, and fact-based analysis focused on issues relating to reproductive justice.

III. Scope and Responsibilities

To fulfill the goals of the grant, the RJPP will advance in three phases. See Appendix A for timetable.

PHASE ONE: Member will be paired with a local outlet to jointly produce one piece of content.

- This match will be made by the Executive Director of the Media Consortium in consultation with the decision-maker at the national outlet [Member] and with the decision-maker at the local outlet. Each outlet has veto power over the match.
- Member and local outlet will work together on a story of their choosing.
- Member and local outlet will draw up their own partnership agreement as to copyright, publication, etc. The Executive Director of the Media Consortium and the Executive Director of the Association of Alternative Newsmedia will be available to assist either or both outlets in this process.
- **Deliverable I:** A piece of content jointly produced by the member and local outlet with which it is paired. This piece of content may take any form and appear on any platform.

PHASE TWO: Member will join with other grantees to produce content directly related to a specific, jointly agreed upon reproductive justice topic on or within a specific, agreed-upon publication date or time frame.

- Member will participate in 2-3 conference calls and as-needed email/text correspondence with other grantees with the aim of identifying a reproductive justice topic [the Topic] of sufficient audience interest and complexity that it would benefit from a collaborative effort.
- Member will agree to create one piece of content related directly to the Topic.
- Member will participate with other grantees in creating an editorial schedule for publishing content related to the Topic.
- Member agrees to abide by the editorial schedule jointly created by Member and grantees.

- Member is encouraged to partner with at least one other outlet in content creation but is not required to do so.
- Member agrees to participate in metrics tracking, as long as tracking is restricted to open/clickthru/share data. TMC generally uses a pixel ping to track these metrics.
- **Deliverable II:** Member agrees to create a piece of content related directly to the Topic, to publish this content according to the editorial schedule jointly agreed upon by the grantees, and to allow metrics tracking as specified above.

PHASE THREE: Member will assist in joint effort to cross-promote topic

- Member will agree to promote content of other grantees that was created directly as a result of this grant via at least one social medium, preferably twitter.
- Member will use hashtag associated with RPJJ project (to be determined) in promoting content paid for via this grant.
- Member will respond in a timely way to requests directly related to this project from employees of the Media Consortium and the Association of Alternative Newsmedia.
- Member will have the opportunity to use promotional materials created by the Media Consortium and the Association of Alternative Newsmedia as part of this project, but is not required to use those materials.
- Member will agree to fill out an evaluation at the conclusion of this project.

RPJJ PROJECT WILL CONCLUDE BY October 30, 2013.

IV. Consideration

In exchange for fulfilling the responsibilities outlined in this agreement, Member shall receive a sum of \$2000. Fifty percent of this sum is payable upon the signing of this agreement; fifty percent is payable upon receipt of all deliverables.

V. Indemnification

Each party agrees to indemnify, defend and hold harmless the other party, its officers, directors, agents, employees and other related parties from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments that include reasonable attorneys' fees, costs and expenses, incidental thereto, arising out of the indemnifying party's negligence, willful misconduct, and negligent performance of, or failure to perform, any of its duties or obligations under this Agreement. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to another person or entity.

VI. Modification

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties.

VIII. Concurrence

Jo Ellen Green Kaiser, Executive Director, TMC

Katherine Hill

As manager/TMC

Date

June 27, 2013

Date

Sample Invoice For TMC

Please Send Invoice to Jo Ellen, joellen@themediaconsortium.com

Your Name: Katherine Spillar

Your Organization: Ms. magazine/Feminist Majority Foundation

Your Address: 433 South Beverly Drive, Beverly Hills, CA 90212

Your EIN: 54-1426440

Date	Project Name	Amount Due
6/26/2013	Reproductive Justice Pilot Project	\$1,000

Check Made Payable To: Ms. magazine

Mail Check to: same as above