MEMORANDUM OF AGREEMENT

Between Jo Ellen Green Kaiser, Executive Director, the Media Consortium

And

Lisa Rudman, Executive Director, Making Contact/ National Radio Project

The parties to this agreement,Making Contact/National Radio Project

And The Media Consortium, a project of the Foundation for National Progress,

have agreed to work together in furtherance of their mutual interests

regarding the provision of a aggregated content platform on the topic of #BlackSpring for the public.

This MOU shall commence on May 1, 2015 and shall terminate on

May 15, 2015, unless sooner terminated by the parties. Either party may terminate this MOU at any time upon written notice to the other party.

1. Making Contact/National Radio Project agrees to transfer to the Media Consortium the intellectual property required to create a Rebelmouse content-sharing platform for #BlackSpringMedia;

2. Making Contact/National Radio Project agrees to allow employee Kwan Booth to transfer this property from the NRP Rebelmouse platform to the Rebelmouse platform the Media Consortium will set up;

3. Making Contact/National Radio Project agrees to allow employee Kwan Booth to train Manolia Charlotin and Jason Zaragoza on how to use the Rebelmouse platform.

In consideration whereof,

1. The Media Consortium agrees to compensate Making Contact/National Radio Project for Kwan Booth’s time at a rate of $50/hour for up to 20 hours.;

2. The Media Consortium agrees to acknowledge and name Making Contact/National Radio Project as the originator of the idea to create the Rebelmouse #BlackSpringMedia platform in all communication about this platform to Media Consortium members, AAN members, and media funders;

3. The Media Consortium agrees to acknowledge and name Making Contact/National Radio Project as the originator of the idea to create the Rebelmouse #BlackSpringMedia platform on the Rebelmouse site, if and where possible;

4. If The Media Consortium site includes a donation widget, the Media Consortium will ensure that funds from the first two weeks go exclusively to Making Contact/National Radio Project.

**Time**

All work for this project will be accomplished by Friday, May 8, 2015.

LEGALESE

This MOU constitutes the entire agreement of the parties, superseding any prior written or oral agreements between them on thesame subject matter. Amendments of this MOU must be in writing and signed by a duly

authorized representative of Making Contact/National Radio Project and The Media Consortium.

This MOU shall be governed by and construed in accordance with the laws of the State of California.

No party shall assign, subcontract, or transfer its interest in this MOU or the work thereunder without the prior written consent of the other party.

Making Contact/National Radio Project and The Media Cosnortium have full power and authority to enter and perform this MOU, and the person signing this MOU on behalf of each party has been properly authorized and empowered to enter into this MOU