Memorandum of Understanding

February 15, 2016

**I. Participants:**

1. The Media Consortium (“TMC”), a project of the Foundation for National Progress

b. Race Forward (“Member”)

**II. Project:**

The Media Consortium has bought a subscription to the on-demand relationship management service made available by Cision, Inc. (“Cision”).[[1]](#footnote-1) TMC is permitted by the terms of our agreement with Cision to give the Member access to this service in order to fulfill TMC’s organizational mission to grow the impact of member outlets.

As part of its subscription, TMC has use of 2 seats on the Cision database. A seat provides its user the exclusive right to access the on-demand relationship management service (i.e. database). This agreement makes these two seats available on a shared basis to contracted members.

As of February 5, 2016 TMC has purchased a storage pack, additional storage, and social media monitoring as a rider to the current TMC-Cision Master Services Agreement. These services will be designated specifically for use by Race Forward.

**III. Scope**

This agreement will be in effect until April 30, 2017.

**IV. Responsibilities**

Because the Member is using Cision under the TMC license, the Member has no direct relationship with Cision. That fact creates a set of responsibilities for both parties. Specifically:

**TMC**

* TMC will arrange for training for the Member on Cision.
* If the Member experiences a problem using Cision, or has a question, TMC will arrange for the Member to speak with TMC’s Cision representative. TMC and Cision will negotiate how best to create a useful and ongoing interface between Cision and the Member.
* TMC will set up a joint calendar and listserv so that members may schedule shared seats.
* TMC staff will do their utmost to ensure fairness in seat time. However, it is not the responsibility of TMC staff to schedule seat time for the Member.
* TMC staff will set up the Social Media Monitoring Service and Storage Pack in such a way that it is only available to Race Forward for us as long as this MOU remains in effect.

**The Member**

* By signing this MOU, the Member acknowledges and agrees to the terms and conditions in the attached “The Media Consortium—Vocus Agreement.” Note particularly section I.A.: The Subscriber shall not (i) license, sublicense, sell, resell, transfer, assign, or otherwise commercially exploit or make available to any third party the Service in any way; or (ii) access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.
* The Member shall not contact a Cision *subscriber* representative directly, unless the Member has been given permission to do so by Cision or TMC staff. The Member is encouraged to contact a Cision *sales* representative at any time.
* If the Member is sharing a seat, the Member agrees to schedule use at a consistent time. Further, the Member agrees not to schedule use greater than the sum of Total Number of TMC Users/ Two Shared Seats. If the Member requires additional use during the course of the year, that additional use must be negotiated with other TMC Users.
* If the Member is sharing a seat and consistently overschedules use of the service, the Member will not be invited to participate in this project in the future.

**V. Fees**

The Media Consortium is the subscriber to Cision and has paid the Cision subscription. In as much as Race Forward is the only subscriber allowed to use the social media marketing services and storage services, Race Forward hereby agrees to pay to the Media Consortium the full cost of this service: $3230.00.

This fee is in addition to the fee the Member has already contracted to pay for Cision services, of which $600 is due and payable by March 30, 2016.

**VIII. Concurrence**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Jo Ellen Green Kaiser, Executive Director, TMC Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date

1. Vocus is becoming Cision, but our contract for 2015-2017 is made with Vocus pre-merger. [↑](#footnote-ref-1)