



LETTER OF AGREEMENT

VIA E-MAIL ONLY

January 6, 2016
Jo Ellen Kaiser
The Media Consortium a Project of Foundation for National Progress
222 Sutter Street, Suite 600
San Francisco 94108

Dear Jo Ellen:

We are pleased to have this opportunity to work with you and The Media Consortium, a project of the Foundation for National Progress. I am writing to confirm our agreement and to outline the terms and conditions for the work. Specifically, you have requested Race Forward's training and consulting services to be conducted on February 19th, 2016. The description of services and the fee schedule are described more fully in the Scope of Work and Fees attached for your further review.

The total fee projected for this consultancy is \$13,300. A deposit of \$6650.00 is due with the signed: (1) Letter of Agreement; and the (2) Standard Terms and Conditions Contract for Consulting Services. The remaining half will be invoiced at the end of the consultancy.

Please do not hesitate to let me know if you have any questions or comments on this *Letter of Agreement*, the *Scope of Work and Fees*, or the *Standard Terms and Conditions Contract for Consulting Services*, which together constitute our Agreement. If acceptable to you, please sign and date these documents, and return a copy of each along with the deposit to Paulette Martin at 32 Broadway Suite 1801, New York, NY 10004 or via email (pmartin@raceforward.org) at your earliest convenience. Please also send a signed copy of this document to ramesh kathanadhi via email (rkathanadhi@raceforward.org). Thank you.

Very kindly yours,

ACCEPTED and AGREED:

Rinku Sen
Executive Director

Date: January 15, 2016

Encl. Standard Terms and Conditions Contract for Consulting Services
Scope of Work and Fees

Standard Terms and Conditions Contract for Consulting Services

between

Race Forward ("Consultant")

And

The Media Consortium, a project of the Foundation for National Progress ("Client")

As used in this document "the Agreement" refers to this Standard Terms and Conditions Contract for Consulting Services (the "Terms") between The Media Consortium, a project of the Foundation for National Progress ("Client") and Race Forward ("Consultant"), the attached Letter of Agreement, and [the Scope of Work and Fees, as amended, amended and restated or otherwise modified pursuant to the terms of the Agreement. These Terms are an integral part of the Agreement.

1. DESCRIPTION OF SERVICES.

Client desires Race Forward Racial Justice Leadership Training as described in the Scope of Work and Fees and agrees to pay to Consultant the fees set forth therein. Client further agrees to reimburse Consultant for all reasonable travel and out-of-pocket expenses incurred by Consultant in connection with the performance of such training services.

2. TERM.

The term of this Agreement will expire upon the completion of the training provided by Consultant to Client on February 19th, 2016 .

3. PAYMENT.

Client agrees to pay to Consultant:

- a. \$6650.00 upon signing this Agreement;
- b. \$6650.00 upon completion of services.

Total: \$13,300.00

Except as expressly provided in these Terms or in the Scope of Work and Fees, Client shall pay any invoiced amounts due to Consultant within thirty (30) days of receipt of Consultant's invoice.

4. INTELLECTUAL PROPERTY RIGHTS AND OBLIGATIONS.

All intellectual property rights in and to all films, documents, work product and other materials prepared by or on behalf of Consultant in the course of performing its services (except for any Confidential Information of Client or client materials) shall be owned by Consultant. Consultant hereby grants Client a license to use all such intellectual property rights free of additional charge and on a non-exclusive basis, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent reasonably necessary to enable Client to make reasonable use of Consultant's deliverables and services provided pursuant to this Agreement. Client may not use consultant deliverables and services in any manner related to fee for service work, nor may any employees, members, or allies use consultant deliverables and services for their own training consultancy or program use without express written permission from Consultant.

5. REPRESENTATIONS AND WARRANTIES.

Consultant will perform its services under the Agreement in a professional and workmanlike manner in

accordance with generally recognized industry standards for similar services. Consultant does not guarantee or warrant the achievement of any particular results or specific improvements in Client's financial or other organizational performance.

6. DISCLAIMER OF WARRANTIES.

EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 5 ABOVE, CONSULTANT MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES PROVIDED PURSUANT HERETO, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

7. LIMITATION OF LIABILITY.

In no event shall Consultant be liable to Client or to any third party for any consequential, incidental, indirect, exemplary, special or punitive damages, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

In no event shall Consultant's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the aggregate amounts paid or payable to Consultant pursuant to this Agreement.

8. INDEMNIFICATION.

Client shall defend, indemnify and hold harmless Consultant and each of its affiliates, service providers, officers, directors, employees, consultants, agents, successors and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees) (collectively, "Losses") to which such persons may become subject, which arise out of or relate to such persons' acts or omissions or alleged acts or omissions made in connection with the Consultant's provision of services hereunder or based upon statements contained in the Consultant's training materials; provided, however, that Client shall not be liable in any such case to the extent such Losses arise out of or result from Consultant's gross negligence or willful misconduct.

9. RESPONSIBILITY OF CLIENT.

Client agrees to provide reasonable facilities at its site or elsewhere for the performance of the services to be provided by Consultant under the Agreement, to cooperate with Consultant in scheduling and all other matters relating to such services, and to provide Consultant in a timely fashion, reasonably complete and accurate information and materials concerning Client's business and organizational activities as requested by Consultant so that Consultant can timely perform its services on the basis of its reasonable understanding of Client's needs and objectives. If Consultant's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants or employees, Consultant shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

10. STAFFING.

Consultant shall have the complete discretion to determine staffing for the performance of services under the Agreement. Client acknowledges and agrees that the Consultant is an Equal opportunity employer and will not discriminate on the bases of race, religion, national origin, sex, or age in the assignment of Consultant personnel under this Agreement.

11. ARBITRATION.

If there is any dispute or controversy pertaining to the Agreement, or Consultant's performance thereof, such dispute or controversy shall, upon the written request of either party, be submitted to binding arbitration in New York, New York before one arbitrator of the American Arbitration Association pursuant to its rules for commercial arbitration. The arbitration shall be limited to one session lasting not more than four (4) hours in length. The award of the arbitrator may be enforced by either party in any court of competent jurisdiction. Notwithstanding the foregoing, Consultant shall have the right to bring suit for collection of fees and costs in any court of New York. Client hereby consents to submit to exclusive jurisdiction and venue in New York for the foregoing purposes. In any arbitration or legal proceeding concerning the Agreement the prevailing party shall be entitled to recover its reasonable out-of-pocket costs, including attorneys' fees.

12. GOVERNING LAW.

The Agreement shall be governed by the laws of the State of New York, without application of conflict of laws provisions

13. FORCE MAJEURE.

Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement, if any, to the extent such failure or delay both (i) is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God; labor disruptions or strikes; acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other acts of Federal or any unit of State or Local government beyond the party's control; accidents, epidemics, interruption of electrical power or other public utility, delays in transportation or any similar cause beyond the reasonable control of such party; and (ii) could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of commercially reasonable alternate sources, work-around plans or other means.

14. CANCELLATIONS, POSTPONEMENT, OR RESCHEULING OF SERVICES POLICY.

Client may need to forfeit some or all of the deposit if Client cancels, postpones or re-schedules an event for which Consultant personnel have been booked for delivery less than three (3) weeks before the scheduled event. If Client cancels, postpones or reschedules an event, Client will reimburse Consultant for any unrecoverable costs or expenses in excess of the deposit forfeited. The fees payable on cancellation, postponement or rescheduling as noted above are intended to compensate Consultant for its losses in connection with the cancellation, postponement, rescheduling of such event, the exact amount of which are difficult to determine in advance. The fees noted above are not intended as penalties, but rather as liquidated damages for expenses that are uncertain in amount but certain to occur under the circumstances described.

15. CONFIDENTIALITY AGREEMENT.

In connection with Consultant's performance of services, the parties hereto may gain or have access to non-public information and data about each other and their respective affiliates, including but not limited to (i) information about current and pending litigation and advocacy initiatives, (ii) information about finances, governance and business operations and (iii) personal information about members, employees, directors, donors, volunteers and clients (all such information together constituting "Confidential Information"). Neither party hereto shall use the other party's Confidential Information for any purpose other than in connection with the services provided hereunder. Neither party hereto shall disclose, deliver, display or reproduce the other party's Confidential Information, in writing, electronically or in any other

form whatsoever, to any other individual, organization or entity other than as specifically instructed by such other party. This paragraph shall survive indefinitely beyond the expiration or termination of this Agreement. Confidential Information does not include information that in the public domain, known to the other party at the time of disclosure, or rightfully obtained by the other party on a non-confidential basis from a third-party.

16. NON-WAIVER OF RIGHTS.

The failure of either party to insist upon performance of any provision of the terms and conditions, or to exercise any right, remedy or option provided herein, shall not be construed as a waiver of the right to assert any of the same at any time thereafter.

17. SEVERABILITY.

If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions shall continue to be valid and enforceable and remain in effect.

18. ENTIRE AGREEMENT.

This Agreement, including these Terms, the Letter of Agreement and the Scope of Work and Fees, contains the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to the subject matter hereof. In the event of any conflict between these Terms and Scope of Work and Fees, these Terms shall govern, unless the Scope of Work and Fees expressly states that the terms and conditions of the Scope of Work and Fees shall control.

19. NOTICES.

Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person, by a nationally recognized courier service, by registered or certified mail, postage prepaid, return receipt requested or via. Notices shall be effective upon delivery or, when they are mailed, three days from mailing. Notices to the Client shall be sent to the address set forth on the signature page hereto and notices to Consultant shall be sent to the following address:

Race Forward
32 Broadway, Suite 1801
New York, New York 10004
Attention: Paulette Martin
Email: pmartin@raceforward.org

20. AMENDMENT

The Agreement may be amended or modified only by a written instrument signed by Consultant and by a duly authorized representative of the Client.

21. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

22. ASSIGNMENT.

Client shall not assign any of its rights or delegate any of its obligations under this Agreement without the

prior written consent of Consultant. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Client of any of its obligations under this Agreement.

23. RELATIONSHIP OF THE PARTIES.

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

24. NO THIRD-PARTY BENEFICIARIES.

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason the Agreement, including these Terms.

[SIGNATURE PAGE FOLLOWS]

Race Forward's Tax ID # 94-2759879. Please make checks payable to: Race Forward

Mail to:

Race Forward, Attn: Paulette Martin, 32 Broadway, Suite 1801, New York, New York 10004

THE AGREEMENT is AGREED and ACCEPTED by:

CONSULTANT:

RACE FORWARD

By: Rinku Sen
Name: Rinku Sen
Title: Executive Director

Date

CLIENT:

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

Mitchell Grummon
Signature

1/21/16
Date

Mitchell Grummon
Print Name of Signatory

Business Development Manager
Print Title of Signatory

Client's Contact Information:

Address: 222 Sutter St. Suite
600 San Francisco CA
94108

Attention: Mitch Grummon

Email: mgrummon@motherjones.com

Phone number: 415 321 1718

Scope of Work and Fees

To: Jo Ellen Kaiser / Executive Director/ The Media Consortium, a project of the Foundation for National Progress_
At: 222 Sutter Street, Suite 600, San Francisco 94108
Email: joellen@themediaconsortium.com
Phone: 415.878-3862
Date: January 6, 2016

Summary of Services: This is a proposed scope of work and fees associated with a one day Racial Justice Training for the Media Consortium.

Training Goals and Agenda: A proposed set of objectives and a training agenda will be developed between the facilitators and host organization.

Training Participants: attendees of annual conference approximately 80 people.

Facilitator(s):

Training Dates and Location: February 19th, 2016 at The Hub, Commerce Square 2001 Market Street, Suite 210, Philadelphia, PA, 19103.

Training Preparation: This contract allows for a one hour planning meeting between the facilitators and The Media Consortium. (The other prep time is for RF's own planning and curriculum development time). If additional time is needed for planning between The Media Consortium and RF, this is billed at an average of \$300/hr depending on the trainers' rates, beyond the fees itemized on the following page.

Facilities, Meals, Refreshments: These will be arranged and paid for by The Media Consortium. Ideally, a lunch should be brought in to the training facilities in order to save time. 45 minutes is allocated for lunchtime in the proposed training agenda.

Travel and Lodging: Expenses for facilitator travel and lodging will be paid for by The Media Consortium. Reasonable efforts will be made to book in advance.

Equipment: The Media Consortium will provide the following: PowerPoint projector, large screen, computer with DVD drive, speakers for audio, easel, flipchart paper, colored markers, masking tape, name tags. Materials for meals and refreshments also need to be provided (plates, cups, utensils, napkins, serving spoons, etc.)

Materials: Race Forward will send electronic files prior to the training for The Media Consortium to copy and bring to the training.

Documentation: The Media Consortium will provide documentation, as needed, such as note taking and photography. Race Forward is only responsible for curriculum design and facilitation.

Seating Arrangement: Arrange chairs so that as many people as possible can see each other's faces. U-shaped, circular or rectangular configurations are ideal, with the facilitator(s), and a wall for displaying things, at the front of the room. Participants can also be seated at multiple small tables, preferably round, around the room. Rows are less preferable, unless they are needed based on the size of the audience and room. Break out rooms for small groups, if available are helpful, but not required. If available, please send an attendance list to Race Forward, in advance of the training.

Contract and Fees: Fees are itemized on the following page. A contract will be developed by Race Forward and signed by both parties. Half of total amount is due at the time of signing the contract. The other half is due within 30 days of completing of services.

Scope of Work and Fees

To: Jo Ellen Kaiser / Executive Director/ The Media Consortium a Project of the Foundation for National Progress

At: 222 Sutter Street, Suite 600, San Francisco 94108

Email: joellen@themediaconsortium.com

Phone: [415.878-3862](tel:415.878-3862)

From: ramesh kathanadhi, Leadership Development Associate

Subject: Racial Justice Training

Date: January 6, 2016

Dates of Training	Service	Rate	Cost
2/19/16	<p>Feés:</p> <p>One day (7.5 hours) racial justice training for The Media Consortium. This includes:</p> <ul style="list-style-type: none">• One day of Facilitation by 2 RF facilitators (TBD). Three facilitators may be assigned due to the size of the expected audience.• One hour of planning time between the facilitators and The Media Consortium. If additional time is needed for planning between The Media Consortium and RF, this is billed at an average of \$300/hr depending on the trainers' rates.• One day of preparation and planning time for the training for each facilitator. <i>Note: This is for Race Forward's planning time.</i>• Travel time for facilitators.• Debrief session 30-45 minutes in length covering, participant experience, evaluations, and potential next steps following the training.	\$10,000.00	\$10,000.00
	<p>Upto 1 hour of coaching from Nayantara Sen for support with developing communication to consortium members. Specifically, Nayantara will draft a communication and complete one revision based on feedback from The Media Consortium</p>	\$300.00	\$300.00
	<p>Additional Race Forward Facilitator Malcolm Shanks</p>	\$3000.00	\$3000.00
	<p>The Media Consortium will cover travel and lodging expenses for all facilitators.</p>		
TOTAL			\$13,300.00

Half of total amount is due at the time of signing the contract. The other half is due within 30 days of completing of services. Make check to:

Race Forward
Attn: Paulette Martin
32 Broadway, Suite 1801
New York, NY 10004

(Tax ID # 94-2759879)

Background on Race Forward

Race Forward: The Center for Racial Justice Innovation advances racial justice through research, media and practice. Founded in 1981, Race Forward brings systemic analysis and an innovative approach to complex race issues to help people take effective action towards racial equity. Race Forward publishes the daily news site Colorlines and presents Facing Race, the country's largest multiracial conference on racial justice. Race Forward is a national racial justice organization, and our areas of work are research, media and practice. Our research takes an accessible, solutions-focused approach to race on a variety of issues. Our biggest media product is Colorlines, a daily news site where race matters, and in practice, our largest program is our biennial Facing Race convening.

Our mission: Build awareness, solutions and leadership for racial justice.

Our vision: A vibrant world in which people of all races create, share and enjoy resources and relationships equitably.

Colorlines is a daily news site where race matters, featuring award-winning investigative reporting and news analysis. Colorlines is published by Race Forward, a national organization that advances racial justice through research, media and practice.

Facing Race is a national conference presented by Race Forward: The Center for Racial Justice Innovation. A unique collaborative space for racial justice movement-making, Facing Race is the largest multiracial, inter-generational gathering for organizers, educators, creatives, and other leaders.