Memorandum of Understanding

April 9, 2014

**I. Participants:**

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

**II. Definition:**

“The researchers” are Professor Gary King and Harvard graduate students Ariel White and Benjamin Schneer.

**III. Project Purpose**

The Media Consortium has received restricted funds from the Vocus Fund and several anonymous donors to regrant to Media Consortium members participating in our Metrics Impact project. The goal of the funds is two-fold.

1. To create new editorial collaborations that would not have occurred without these funds (what researchers call an “intervention” in public discourse).
2. To track the Twitter conversations resulting from these collaborations in order to determine whether the intervention has created a quantifiable impact on public discourse.

**IV. Responsibilities**

The Collaboration

1. The “Members” have proposed the following editorial collaboration (“the collaboration”), designed to meet the purposes of the project:

2. “The collaboration” will include \_\_\_ never-before published feature length works created by the following outlets:

3. “The collaboration” will include reprinted/reposted/repurposed versions of the works named above by the following outlets:

The Participants

1. “Members” each must be a member in good standing of the Media Consortium (dues for 2014 must be paid in full).

2. “Members” each must agree to allow “the researchers” full access to “Members’” Google Analytics account.

3. All other Media Consortium outlets participating in “the collaboration” must be members in good standing of the Media Consortium.

Marketing

1. “Members” defines the impact sought by “the collaboration” as follows:

2. “Members” will market “the collaboration” using the following twitter hashtag(s):

3. See Appendix A for the marketing plan.

Timeline

1. Works created for “the collaboration” will first be published on \_\_\_\_\_\_\_\_\_\_\_\_\_

2. All works created for “the collaboration” will be published by \_\_\_\_\_\_\_\_\_\_\_\_\_

Acknowledegement

All content created through this MOU will carry the following acknowlegement:

*This report was made possible by a generous grant from the Voqal Fund.*

It is acceptable to use this acknowledgement:

*This report was made possible [in part] by a generous grant from the Voqal Fund.*

**IV. Consideration**

In exchange for fulfilling the responsibilities outlined in this agreement, Members shall receive a sum of $ \_\_\_\_\_\_\_\_\_ distributed as follows:

**V. Indemnification**

Each party agrees to indemnify, defend and hold harmless theother 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**

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Jo Ellen Green Kaiser, Executive Director, TMC Date

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 Date

**Appendix A: MARKETING PLAN**