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Eyes on the Rise [Grant Agreement]

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July 9, 2014

Robert E. Gutsche Jr.
Assistant Professor, School of Journalism and Mass Communication
Florida International University
3000 NE 151 St., Academic 2
North Miami, FL 33181

Dear Mr. Gutsche Jr.:

I am pleased to inform you the Online News Association (ONA) has approved a \$35,000 grant to Florida International University as part of the Challenge Fund for Innovation in Journalism Education.

Please review the following grant conditions, which are an integral part of this grant letter, and indicate your acceptance of this grant and the conditions set forth in this grant agreement by signing and returning the enclosed grant acknowledgement form as soon as possible.

Grant payment according to the terms outlined will be released within 60 days of ONA receiving the signed agreement.

As you publicize this grant, please review our communications section of this agreement.

Sincerely,

Jane McDonnell
Executive Director

Namel

Enclosures

PROJECT AGREEMENT

Use of Grant

These grant conditions are an integral part of the grant agreement between your organization and the Online News Association (ONA). No substantial variance may be made without prior written approval from ONA.

Organization: Florida International University

Amount: \$35,000

Terms: April 4, 2014 - May 31, 2015

Purpose: Florida International University, "Sea Level Rise: South Florida." Can data feeds, "crowd hydrology" and student-led journalism -- with strong support from public television -- increase

community engagement about sea level rise in South Florida?

Florida International University, "Sea Level Rise: South Florida." The project's (Eyes on the Rise) series is an interdisciplinary effort that builds on WPBT2's award-winning series, "Changing Seas" and public databases to create civically engaged news about sea level rise in South Florida. Data feeds, "crowd hydrology," and student-led journalism will attract new audiences to local public television.

Project Timeline

- Summer 2014: Recruit students; meet and plan with GIS Dept., WPBT2, SWFMD personnel and community partners. SJMC and GIS Dept. develop Web GIS course.
- Fall 2014: SJMC and GIS Dept. instructors begin co-teaching Web GIS course. Though students will be in constant contact with community partners, we will formally meet with our media and community partners at least twice during the semester; graduate students conduct assessments, including surveys, content analyses, and focus groups.
- September 2014: Students and faculty meet with WPBT2 and community organizations to assess where coverage of sea-level rise could be strengthened, and communities where more information about sea-level rise would be helpful; assessment guidelines will be established. SFWMD personnel work with instructor to begin mining of data and app development.
- October 2014: Students present their ideas to WPBT2; students begin assessments.
- December 2014: Students present their projects, including prototypes or minimal viable products, to WPBT2, SFWMD and community partners to prepare for Spring 2015.
- Spring 2015 One undergraduate journalism innovation course focused on app development pairs with investigative journalism course.
- January 2015: Students meet with local communities they will work with.

- February 2015: Students will present final projects and launch scheduled, public workshops to bridge divides between WPBT2 and community partners.
- April 2015: Students present their final projects, including prototypes or minimal viable products, to WPBT2 and community partners.
- Summer 2015: Faculty and students present workshops to WPBT2 and other local news organizations about lessons learned, tools used, etc. Faculty members submit research reports to academic conferences, journals, and popular publications.

Project Budget

Conversion of public hydrology data to app-publishable format and subject matter consultant, \$10,000

Five one-day K-12 workshops on sea level rise literacy, led by CLEO, \$5,000

South Florida Water Management District consultant, \$5,000

GIS data conversion of sea level rise maps, \$5,000

GIS instructors for two journalism-GIS courses and public workshops, \$9,000

Web management, \$1,000

Total, \$35,000

Outcomes

In terms of measuring audience exposure, our partners, including WPBT2 and Changing Seas, South Florida News Service, the Miami Herald, and WLRN, have the ability to measure online views and broadcast ratings, as well as print distribution. Our project will have a focus on measuring these ratings and comparing audience exposure through ratings analysis and data gathered from public workshops about media consumption related to our app, our students' journalism, and published material.

Each project team is required to include a researcher who will judge the team's output. We hope there will be lessons to share, learned from both successes and failures, and they may come from unexpected places.

Overall project overhead is not to exceed 10 percent. No indirect overhead is permitted at the university level. Significant changes in project or organizational leadership should be reported to ONA within 30 days of the change. Changes to any specific line item in the enclosed budget greater than 25 percent should be approved in writing by ONA prior to making the change.

Reports and Payment

The first payment of \$15,000 will be mailed within 45 days of ONA receiving this signed agreement.

Progress updates are due monthly on the 1st of the month. Project reports are due quarterly Feb. 1, May 1, Aug. 1, and Nov. 1 of each calendar year. The payment of \$15,000 will be released within 45 days of receiving the Aug. 1 progress report. The payment of \$5,000 in 2015 will be released within 45 days of receiving a final progress report and evidence of the public launch of your project.

In addition, Grantee agrees to cooperate with an independent evaluation of the project that will be completed by an external evaluator.

In addition to any special reports that ONA may request, Grantee shall provide ONA with a copy of any audit covering all or part of the grant period. Such audit or audits shall be delivered to ONA no later than one month after their issuance.

ONA may withhold future payments at its sole discretion if it has not received all required reports, and/or the reports do not meet the reporting requirements or the grant fails to achieve satisfactory progress.

Recognition

In acknowledgement of the significance of the grant, Grantee shall provide ONA with appropriate recognition for support provided by the grant. All recognition and publicity relating to the grant shall be agreed upon in advance by ONA and the grantee. ONA, in its sole discretion, may require the Grantee to discontinue any use of the ONA or its funding partners logos or names at any time.

Communications

The preferred method of recognition is as follows:

This project is administered by the Online News Association with support from Excellence and Ethics in Journalism Foundation, the Robert R. McCormick Foundation, the John S. and James L. Knight Foundation, the Democracy Fund, and the Rita Allen Foundation.

Grant Accounting

Grantee shall maintain an accurate record of the grant received and all expenses incurred under this grant, and retain such books and records for at least four years after completion of this grant. Those records include a general ledger with enough detail to allow tracking of the use of ONA funds, original invoices, bank statements, copies of checks disbursing grant funds and documentation of the business purpose of each expense.

At ONA's request, Grantee shall permit reasonable access to its files, records and personnel by the ONA (or its designated representatives) for the purpose of making financial audits or other evaluations concerning this grant as ONA deems necessary. The fees and expenses of such designated representative shall be paid by ONA.

Unspent Funds

Any grant funds not expended or committed for the purpose of the grant must be returned to ONA. Further, if the Grantee fails to comply with the terms of Grantee's grant letter or these grant conditions, Grantee shall promptly return to ONA the unused portion of the grant. In addition, ONA hereby reserves any actions or claim for damages against the Grantee that ONA may now or in the future have against the Grantee or any third party for failure of the Grantee to satisfy its obligations and undertakings.

Prohibited Uses.

<u>No Earmarking.</u> As required by IRS rules, ONA funds will not be used: a) to carry on propaganda or otherwise attempt to influence specific legislation; b) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; c) to make a grant to any individual for travel, study or other similar purposes or to make a sub-grant to any other organization unless this activity has been detailed in the approved grant plan and budget. You acknowledge and agree that there is no agreement, oral or written, that obligates you to use grant funds for lobbying.

No Pledge. Neither this Agreement nor any other statement, oral or written, express or implied, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by ONA or by any related person or entity to make any other grant or contribution to Grantee or any other entity for this or any other project. The Grant shall be a separate and independent transaction from any other transaction between ONA and Grantee or any other entity.

<u>Any Other Purpose</u>. You will not undertake any activity for any purpose other than a charitable, scientific or educational purpose within the meaning of Section 170(c)(2)(B) of the US Internal Revenue Code.

Intellectual Property

Grantee and ONA agree that all intellectual property (IP) rights (including copyright, patent, and any other rights) in materials arising out of or resulting from Grantee's use of the grant funds or any earning thereon (the "Public Materials") shall be owned by Grantee. Grantee acknowledges that ONA wishes to ensure the widest possible distribution of the Public Materials and ensure that they are and remain generally available to the public. Accordingly, Grantee hereby grants, and shall ensure that any individuals who have any IP rights in Public Materials shall grant, to ONA, under all IP rights of such party, a non-exclusive, transferable, perpetual, irrevocable, royalty-free, paid-up, worldwide, sub-licenseable license to use or publish the Public Materials; provided, however, that ONA shall not exercise such rights except (a) in connection with the activities of ONA, and/or (b) in the event Grantee materially breaches the terms of this Agreement.

Grantee, at ONA's request, agrees to execute any additional documents required to affect such license. Upon Grantee's request in writing, the parties shall cooperate to identify whether any particular materials produced by Grantee constitute Public Materials; provided that Grantee and the ONA acknowledge that Public Materials shall include all materials required to be developed as described in the applicable grant description.

Other Terms and Conditions

By signing this agreement, the applicant represents to the Online News Association (ONA) that:

 The work is solely that of the applicant or people working with applicant who make these same representations to ONA.

To the best of its knowledge and belief, the applicant has not infringed on the rights of anyone

else in creating the work.

To the extent permitted my law, the applicant indemnifies ONA against any finding that

applicant knowingly infringed the rights by others.

• All of the members of the team have read and accepted the rules. The grantee is responsible for ensuring the funds are appropriately distributed to each member of the team and each member of the team must agree upon the method of payment. In addition, the team may not add, remove, or substitute members or otherwise change the composition of the team for the duration of the Challenge, unless approved by ONA. Finally, the eligibility of the Entrant is tied to the team's eligibility; if one member of the team does not comply with these rules or is disqualified, the team as a whole will be disqualified.

Tax-exempt Status. Grantee represents and warrants that it is an organization exempt from federal income tax, and that it is classified as a public university for federal income tax purposes. Grantee shall use its best efforts to ensure that it remains an organization exempt from federal income tax and shall remain classified as a public university for federal income tax purposes, for the duration of the Grant Term.

If you agree to the terms and conditions of this grant agreement, please sign and return this document to ONA. Grant payment according to the terms above will be released within 45 days of receiving this signed agreement.

Mr. Robert Gutierrez

Director, Pre-Award

Type or print name of person signing

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Title

Agreement

Signature of person signing Agreement

Date

J.G.