This agreement dated 01 of April of 2013 is made by and between:

(1) UK Citizens Online Democracy a registered charity in England and Wales, charity number 1076346, company number 03277032, whose registered office is at 483 Green Lanes, London, England N13 4BS (*"the donor"*); and

(2) Ciudadano Inteligente, Holanda 895, Providencia, Santiago, Chile (*"the recipient"*).

Agreement

The parties agree as follows:

1 Definitions

1.1 In this agreement the following definitions apply:

"the agreement" means this agreement and any and all schedules, annexures and exhibits attached to it or incorporated by reference.

"an annual report" means an accounting of monies spent and progress made in accordance with the purpose of this grant as detailed in clause 4.3.2.1

"grant works" means all *intellectual property rights* developed by the *recipient* (including by its officers, directors, employees, contractors, sub-grantees and agents) with *the grant funds*

"intellectual property right" means any copyright, patent, trade secret, trademark and any other intellectual property or proprietary rights, including (where applicable) the right to apply for registration of such rights

"sent electronically" means sent in "electronic form" as defined in section 1168 of the Companies Act 2006 and in a standard form suitable for copying and modifying on a computer

"the grant funds" means monies payable from the donor to the recipient under clause 3 of this agreement.

"the grant sum" means [£480,475]

"the parties" means the *donor* and the *recipient*

"reporting period" refers to any period of one calendar year running from [first day of grantor's accounting period] and ending on [last day of grantee's accounting period] inclusive

"sub recipients" means third parties who receive funds from *the recipient* for the purpose of fulfilling an obligation under this agreement.

1.2 Where a defined term is used it will be written in italic for clarity.

1.3 The terms "writing", "written" etc include any document in electronically readable form, and in particular, electronic mail, but do not include ephemeral systems of communication such as twitter or text messaging.

2   Starting date

2.1   *The agreement* shall commence on the date set out at the head of this *agreement*.

3   Grant by the donor

3.1   *The donor* shall pay the recipient *grant sum* in instalments according to the schedule attached as **Error! Reference source not found.**Annex B, conditional upon the successful completion of any project milestones indicated in **Error! Reference source not found.**Annex A as being necessary pre-conditions for triggering a particular payment.

3.2   Where payment is withheld in accordance with clause 3.1, payment will be made within 28 days of *the recipient* completing the relevant project milestones to the satisfaction of *the donor*.

3.3   All payments will be made in pounds sterling.

3.4   All sums payable under this agreement are exclusive of VAT or any similar tax as appropriate which shall, where applicable, be paid in addition at the rate in force at the due time for payment subject to *the recipient* providing a tax invoice complying with any formalities required in a VAT invoice or invoice for any similar tax as appropriate.

3.5   No interest is payable on late payment of any sums due to *the recipient*.

3.6   *The donor* may set off any sums owing under this agreement against any monies owed by *the recipient* to *the donor*.

4   Obligations of the recipient

4.1   Use of grant funds – *the recipient* will use the grant funds only for the purposes specified in **Error! Reference source not found.**Annex A of this agreement and in accordance with the approved budget contained within that Annex. Any funds not used for those purposes will promptly be returned by *the recipient* to *the donor*.

4.2   *The recipient* warrants that they will comply with all applicable laws in the execution of this agreement and indemnifies *the donor* from any potential liability arising as a result of any breach of such laws.

4.3   Reporting.

   4.3.1   Reporting requirements under this agreement relate to a *reporting period*.

   4.3.2   To enable the *donor* to evaluate the effectiveness of this grant, *the recipient* will *send electronically* to *the donor* the following reports:

      4.3.2.1.   An *annual report* for any *reporting period* during which *the recipient* receives, holds, or spends any of the *grant funds* using the report form attached to this agreement as **Error! Reference source not found.**Annex C. The *annual report* will contain:

         4.3.2.1.1.   A narrative description of *the recipient*'s use *of grant funds* and the progress that *the recipient* has made toward achieving the purposes for which this grant was made;

4.3.2.1.2.   A financial accounting of *the recipient's* expenditure of *grant funds* (including salaries, travel, and supplies);

4.3.2.1.3.   Copies of any publications resulting from the grant; and

4.3.2.1.4.   A report on *the recipient's* compliance with the terms of this agreement.

4.3.2.2.   If more than one *annual report* is required, the final *annual report* will respond to each of the four items listed above both for the period covered by the final *annual report* and for *the recipient's* use of all *grant funds* and charitable activities from the date of the disbursement of this grant until *the recipient* expended the last of the *grant funds*.

4.3.2.3.   Reports will be sent to *the donor* no more than 30 days after the close of the *reporting period* covered by the *annual report*. Each *annual report* must be signed by an authorized officer, director, or trustee of *the recipient*.

4.3.3 After review, *the donor* may request additional information or have questions regarding *the recipient's* reports, which *the recipient* will promptly address using their best efforts to do so.

4.4 Recordkeeping

4.4.1 *The recipient* will treat the *grant funds* as restricted assets and maintain its accounting records to show the *grant funds* separately.

4.4.2 All expenditure made in furtherance of the purposes of the grant will be charged off against the grant and will appear on *the recipient's* books.

4.4.3 *The recipient* will keep adequate records to substantiate its expenditure of the *grant funds*.

4.4.4 *The recipient* will make these books and records available to *the donor* at reasonable times for review and audit, and will comply with all reasonable requests for information and interviews regarding use of the *grant funds*.

4.4.5 *The recipient* will keep copies of all relevant books and records and all reports to *the donor* for at least six years after completion of the use of the *grant funds*.

4.5 Prohibited Uses – *the recipient* will not use any portion of the *grant funds*:

4.5.1 For activities in, or travel to or from, the United States.

4.5.2 To make any payments to any Government official; to any government-affiliated entity; any political party, official of a political party, or candidate for political office; or to any public international organization unless such payments are disclosed in **Error! Reference source not found.**Annex A or are otherwise approved in writing the donor.

4.5.3 To influence the outcome of any specific election for candidates to public office, or to carry on, directly or indirectly, a voter registration drive;

4.5.4 To fund service programs which are not open to all persons regardless of religion or are intended primarily for religious instruction;

4.5.5 To make any sub-grants without the grantor's express written permission and in any event not:

    4.5.5.1.   To individuals for travel, study, or other similar purposes.

    4.5.5.2.   To organizations, unless *the recipient* exercises expenditure responsibility by complying with clause 6 of this agreement.

4.5.6 To undertake an activity for any purpose other than a charitable, scientific, literary, or educational purpose;

4.5.7 To induce or encourage violations of law or public policy, or to cause any private inurement or improper private benefit to occur;

4.5.8 To pay for:

    4.5.8.1.   Per diems or similar payments in connection with activity related to the purpose of this agreement; or

    4.5.8.2.   Travel costs (airfare, lodging and meals), unless:

        4.5.8.2.1.   Such travel is required to implement the purpose of this agreement;

        4.5.8.2.2.   Such costs are moderate (all air travel must be "coach" or "economy" class); and

        4.5.8.2.3.   Such costs are either paid by Grantee directly to the vendor or reimbursed to the traveller based on bona fide receipts for actual expenses incurred.

4.6   Lobbying -- *The recipient* will not use any of the *grant funds* to attempt to influence legislation. *The recipient* understands that none of the grant funds can be used to take positions for or against any candidates and that all legislative tracking information will be provided on a nonpartisan and objective basis and not tied to an election.

5   Intellectual Property

5.1   *The recipient* grants the donor a royalty-free, non-exclusive, irrevocable and perpetual licence to use the *grant works*. *The recipient* warrants that they have good title to the *grant works* and indemnifies *the donor* against any claims arising from *the donor's* use of them.

5.2   The *recipient* will place and widely disseminate the *grant works* in the public domain, free for any use, and where applicable in KML format, such that the information is searchable by major Internet search engines, within 3 months of the creation of any such *grant works*.

6   Sub Grants

6.1   *The recipient* will not use any of the grant funds to make sub grants or sub contracts with *sub recipients* unless

6.1.1   *Such sub recipients* are selected according to objective criteria; and

6.1.2   The sub grant is for charitable or educational purposes

6.2   *The recipient* will exercise due diligence in the selection of any *sub recipients*.

6.3   *The recipient* will only release grant funds to *sub recipients* by means of a separate written agreement with each *sub recipient* which shall contain clauses substantially similar to the following clauses of this agreement:

       6.3.1   Clause 4.3 (Reporting);

       6.3.2   Clause 4.4 (Recordkeeping);

       6.3.3   Clause 4.5 (Prohibited uses); and

       6.3.4   Clause 4.6 (Lobbying); and

       6.3.5   Clause 6 (Sub Grants)

7   Confidentiality

7.1   Under this heading "confidential information" means any information disclosed by one of *the parties* to the other, which:

       7.1.1   is marked or otherwise identified as being confidential; or

       7.1.2   ought reasonably to have been understood as being confidential in particular because of the circumstances of its disclosure and the nature of the information disclosed;

7.2   *The parties* agree to keep in confidence all confidential information. *The parties* will take all reasonable steps to ensure that:

       7.2.1   all confidential information is used only for the proper performance of this agreement;

       7.2.2   confidential information is only disclosed to another person where it is reasonable to do so in the circumstances;

       7.2.3   where confidential information is disclosed to another person, that person is bound, whether by written agreement, or their professional rules, or otherwise, by an obligation of confidentiality at least as stringent as that imposed by this agreement on *the parties*;

7.3   *A party* is not bound by any obligation of confidentiality concerning information to the extent that:

       7.3.1   It was already known to the *party* before the parties began to negotiate this agreement; or

       7.3.2   It has become public knowledge, except where that was caused by a breach of this agreement; or

       7.3.3   It was received from another person who was not bound to keep it confidential;

       7.3.4   The order of a court, or a rule of law, requires its disclosure.

8   Termination

8.1   Without prejudice to any other right or remedy it may have, either *party* may terminate this agreement at any time by notice in writing to the other *party*, such notice to take effect as specified in the notice:

8.1.1 if the other *party* is in breach of this agreement and, in the case of a breach capable of remedy within 90 days, the breach is not remedied within 90 days of the other *party* receiving notice specifying the breach and requiring it to be remedied; or

8.1.2 if the other *party* becomes insolvent, or if an order is made or a resolution is passed for the winding up of the other *party* (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the other *party's* assets or business, or if the other *party* makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.

8.2 Upon termination of this agreement for any reason the provisions of the following clauses shall continue in force without limit of time:

8.2.1 Clause 4.3 (Reporting);

8.2.2 Clause 4.4 (Recordkeeping)

8.2.3 Clause 5 (Intellectual Property);

8.2.4 Clause 7 (Confidentiality);

8.2.5 Clause 9 (Limitation of Liability); and

8.2.6 Clause 10 (Jurisdiction)

9 Limitation of liability

9.1 Subject to the remainder of this clause and to the extent allowed by law, neither *party* will be liable for:

9.1.1 any indirect or consequential loss; or

9.1.2 any economic loss, such as loss of profits;

caused to the other *party* even if any excluded loss was caused by the offending *party's* negligence.

9.2 Nothing in this clause excludes or limits liability for:

9.2.1 the negligent causation of personal injury or death.

9.2.2 fraud.

9.3 In any event, the liability of *the parties* under this agreement shall be limited to the amount of the *grant funds*.

10 Choice of law and jurisdiction

10.1 This agreement is subject to the law of England and Wales.

10.2 *The parties* submit to the exclusive jurisdiction of the courts of England and Wales for the resolution of any matter arising out of this agreement.

11 Events beyond the parties' control

11.1 Neither *party* shall be responsible for any failure or delay in performing their obligations under this agreement that is caused by circumstances beyond their reasonable control.

11.2 If, for reasons beyond the reasonable control of either *party*, the performance of this agreement becomes impossible for a period of more than 3 months, either *party* may terminate this agreement by giving notice to the other.

12 Assignment

12.1 Neither party shall assign, transfer, sub-contract or in any other manner make over to any third party the benefit or burden of this agreement without the prior written consent of the other.

13 Miscellaneous

13.1 This agreement supersedes all prior agreements arrangements and understandings between *the parties* and constitutes the entire agreement between *the parties* relating to its subject matter (except that neither *party* seeks to exclude liability for any fraudulent pre-contractual misrepresentation upon which the other *party* can be shown to have relied). No addition to or modification of this agreement shall be binding upon *the parties* unless made by a written instrument signed by a duly authorised representative of each of the *parties*.

13.2 No term of this agreement is intended to be enforceable by anyone other than one of the *parties*. In consequence, the Contract (Rights of Third Parties) Act 1999 shall not apply.

13.3 If a court, or other competent authority, finds that any term of this agreement is illegal or otherwise unenforceable, that term is to be treated as if it had been severed from this agreement. Its severance will be treated (as far as possible) as having no effect on the remainder of this agreement.

13.4 *The parties* are not in, and do not intend to form a, partnership. Nothing in this agreement should be construed to the contrary.

Signatures

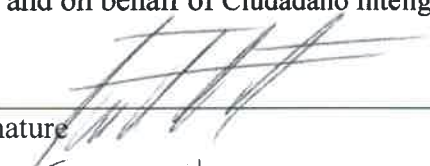The parties agree to the terms of this agreement through their authorized signatories.

For, and on behalf of MySociety Limited

_____
signature

_____
print name

_____
job title

_____
Date

For, and on behalf of Ciudadano Inteligente

_____*FELIPE HEUSSEN*_____
Signature

_____
print name

_____*EXECUTIVE DIRECTOR*_____
job title

_____*12/04/2013*_____
Date

ANNEX A - MySociety/Ciudadano Inteligente

Project Narrative

mySociety is granting Ciudadano Inteligente these funds in order for it to be the its partner in delivering the Poplus project.

The core output of the Poplus.Org project (other than a strengthened civic-technology community) will be a series of interoperable web-service components and pre-packaged tools that will dramatically reduce the time and energy required to launch high quality new civic and democratic apps and services. The web service components will be focussed on democratic goals, but will be generic enough to be used in a wide range of sectors: accountability, legal, environmental, political, and so forth. The software we do build will be developed in accordance to our shared engineering principles, which include:

- A relentless focus on usability, both for users and engineers
- Quality documentation
- Test driven development
- Internal use of our own APIs
- Open source languages and technologies, and open data standards
- 'Leading edge, not bleeding edge' choice of languages and frameworks, for robustness.
- Split testing where appropriate
- Use of standard translation technologies from the start

High Level Outcomes

- **An overall increase in quality and effectiveness** of open source transparency, civic engagement and democratic apps, around the world (poor quality being a major problem, currently)
- **The growth of an identifiable and vibrant developer community** using shared components and contributing features and bug-fixes back, in the open source tradition.
- **Reducing the time and amount of money required to launch new democratic technology initiatives**
- **Increasing the diversity of kinds of democracy sites and apps that currently exist.** i.e moving beyond congress-watching sites, towards areas like natural resource extraction, community organising, poverty, aid impact, public budgets, etc.
- **Government information made more accessible, usable and useful.** Tools which lower the barrier to setting up democratic and civic sites will stimulate the demand for and use of open data.
- **Generating international, interoperable transparency information across different domains.** e.g., a corrupt organization that is legally based in the US., but which operates in Chile and has impact in Kenya, could eventually be hold accountable by coordinated organizations in each of the three countries.
- **The creation of visible network effects** across local deployments and development of civic apps

Ciudadano Inteligente Responsibilities & Deliverables

Ciudadano Inteligente will provide:
- The delivery of two fully functional Poplus components
- The support required to enable implementation of 8 instances of these two Poplus components, with at least one of these components being made live in a Latin American Country
- Support in building a community of users of Poplus components, including direct support for groups seeking to re-use Poplus components.

mySociety Responsibilities & Deliverables

mySociety will provide:

A beta of PopIt by 31st August 2013
A beta of SayIt by 31st August 2013
A public, launched version of PopIt by March 31st 2014
A public, launched version of SayIt by March 31st 2014

Management and Reporting Structures

The project will initially be overseen by a Project Committee consisting of Tom Steinberg and Paul Lenz from mySociety, and Felipe Heusser and Juan José Soto from Ciudadano Inteligente.

The oversight team will meet virtually on a monthly basis to asses overall project progress and to set ongoing project goals.

Formal meetings of the Project Committee will take place quarterly, with ideally at least one representative from each of mySociety and Ciudadano Inteligente co-located for the meeting.

Ciudadano Inteligente will provide a designated project lead as the main liaison between mySociety and Ciudadano Inteligente. The mySociety International Project Lead and the Ciudadano Inteligente Project Lead will have a formal review call on a weekly basis to assess progress of their respective teams and wider objectives.

Every two weeks members of the technical project teams of both organisations will meet virtually to discuss progress on their respective components and implementations and to mutually agree milestones for the forthcoming two weeks.

Ciudadano Inteligente will provide details quarterly reports of project spending against each of the line items in the budget.

Ciudadano Inteligente Roles and Budget

This grant is awarded in order to enable Ciudadano Inteligente to recruit (or assign) five dedicated members of staff to complete the milestones in a timely manner. Additionally funds are provided to facilitate the dedication of time from existing members of staff towards the project and to cover travel and related project costs. Members of staff hired into or assigned funded project roles must be exclusively dedicated to the project (with the exception of 50% funded roles, where 50% of their time on weekly basis must be dedicated to the project).

The roles and associated budget line items are detailed in the table below:

Payment Schedule

Grant payments will be made of the follow basis, subject to achievement of milestones:

Payment Number	Payment Date/Event	Payment Value £UK	Milestone Completion Requirements
1	Agreement Signed – April 2013	178,381	n/a
2	Second Payment – August 2013	58,381	1,2,3,4
3	Third Payment – March 2014	181,857	5,6,7
4	Final Payment – August 2014	61,857	8

Ciudadano Inteligente - Milestones

Milestone No.	Milestone Name	Milestone Description
1	Hiring Staff	Ciudadano Inteligente hired 2.5 developers, 1 designer, 1 tech lead, and 1 project lead.
2	Beta of BillIt (see below)	Component Billit
3	1st CI Component Live in Latin America	First Latin American website launches that uses one or more components developed under the Poplus.Org project
4	Beta of MailIt (see below)	Component Mailit
5	BillIt and MailIt components out of beta - fully launched	BillIt and MailIt components are brought to maturity and the beta tag removed.
6	Further live instance using CI components in Lat Am	This instance will be set up by a group or government in a Latin American Country
7	Further 2 live instances of CI components	These instances will be set up by groups in various locations
8	Further 3 live instances using CI components	These instances will be set up by groups in various locations globally.

Timeline	Action/ Milestone Delivered
Mar 2012	Commencement of recruiting process. Agreement of detailed project objectives & initial component specification
May 2013	Onboarding of staff (Milestone 1)
July 2013	Delivery of first component in Beta (Milestone 2)
July 2013	First CI Component live in a Latin American Country (Milestone 3)
August 2013	Delivery of second component in Beta (Milestone 4)
Q4 2013	First component moved out of beta and fully launched, one further instance of CI components live internationally
Q1 2014	Second component moved out of beta, one further CI component live internationally
Q2 2014	Two further CI components live internationally
Q3 2014	Two further CI components live internationally
Q4 2014	Final project report complete

Component Beta Definitions

BillIt Beta

mySociety will not itself be a re-users of BillIt in the near term. To that end FCI is left to set a definition of beta and report progress against this.

MailIt Beta

mySociety plans to make several deployments of MailIt in 2013/14.

Detailed functionality requirements for the full site have been set out in the Google doc "mySociety's Requirements for a WriteIt Tool". However, because these requirements reflect more work than can be delivered in a Beta version of MailIt, mySociety is setting out minimum functionality required for mySociety to agree that Milestone 4 has been passed, by August 2013.

In order to meet the milestone requirement, the beta of MailIt must meet the following criteria.

1. mySociety must be able to make a deployment of the MailIt software on our own servers, at the subdomain http://write.mzalendo.com
2. mySociety must be able to change logos, colours and site copy in order to prepare a MailIt instance that forms a subdomain of the Mzalendo Kenyan political monitoring website. It should be possible to make the changes inside a genericised template structure.

3. In the Mzalendo Mailit site, users must be able to enter a person name or administrative area name and be shown the politicians who represent this area (all this data will be made available by mySociety inside MapIt and PopIt instances).
4. Users should be able to send messages in private or in public.
5. Messages should be sent to politician's email addresses, and when politicians lack email addresses users should be told and links provided to that politician's Mzalendo page.
6. Users should be able to browse messages sent in public.
7. Emails that bounce should be captured in a bounced-messages queue, and alerts sent to a mySociety site administrator. An admin interface should be provided to allow them to resend messages to new addresses.
8. mySociety should be able to make the beta site live in Kenya without any critical bugs that prevent users from successfully sending messages.

SayIt Beta

mySociety will provide the following functionality for SayIt by August 31st 2013:

- Build a page containing all the speeches known to this instance for one person in the matching popit instance (or compatible data source)
- Build a search feature to allow people to find words and phrases in any speech within an instance
- Ensure that SayIt can pull speakers from two or more popit instances (or compatible data sources)
- Build email & RSS alerting feature for new speeches by a named person
- Build email & RSS alerting for keywords and phrases
- Show individual speeches as they fit into longer debates
- Show which committee/chamber an individual speech or debate is in
- Show which committee/chamber an individual speech or debate is in
- Add API access to full text search
- Add API call to return all speeches by a politician
- Add API call to return all speeches with a tag
- Allow external users to add and modify speech data via API calls
- Ensure each resource has a permalink
- Use tastypie to ensure HATEOAS constraints
- Allow users to toggle any speech between draft and public

Annex B – Annual Report Form

From: _____

Date: _____

RE: Expenditure Responsibility Grant Report for Most Recently Completed Accounting Period

I am an authorized officer or director of_____("Grantee"). I submit this report pursuant to the Expenditure Responsibility Grant Agreement between Grantee and UK Citizens Online Democracy (the "Grant Agreement"). This report describes activities and expenditures during Grantee's fiscal year ended _____(the "Accounting Period").

Name of Grantee:

Address of Grantee:

Amount and Date of Grant:

Purpose and Goals of the Grant:
_____
Amount of total Grant spent in *this* accounting period: $
Please describe how funds spent in *this* accounting period were used: _____
_____
_____

Was use of all Grant Funds completed in *this* accounting period?

☐ _Yes. *If yes, please also attach a final report with respect to all expenditures made from all Grant funds (including salaries, travel, and supplies) and indicating the progress made toward the goals of the Grant.*

☐ _No. Grant funds remained after the end of *this* accounting period.
Were any of the Grant funds used for a purpose other than the purpose in 4 above?

☐ _Yes. The Grant funds were diverted in the following manner: _____
_____
_____
_____

☐ _No.

Were the terms of the Grant Agreement complied with?

☐ _Yes.

☐ _No. The terms of the Grant Agreement were not complied with in the following manner:
_____
_____

Please describe the progress made by Grantee toward achieving the purposes for which the Grant was made: _____

Please list the dates of all prior Grant Reports related to this Grant: _____

I certify that I am an authorized officer or director of _____ and that all information contained in this report is true and correct, and that this Expenditure Responsibility Grant Report is being submitted within 90 days of the close of the Grantee's fiscal year.

_____
Grantee

_____ Date: _____

Authorized Signature

_____
Name