

GRANT AGREEMENT

Open Identity Exchange (“Grantor”) and the Open Forum Foundation (“Grantee”) hereby enter into this Grant Agreement effective as of January 14, 2011.

1. Grant Award. Grantor hereby awards a grant in the amount of \$5,000 to be paid in 2 equal installments of \$2,500 each for Grantee’s Online Constituent Identity Trust Framework research project (the “Project”), provided, that, (i) the first installment is to be made within 7 days of the date of request by Grantee for transfer of funds following the effective date of this Agreement, and (ii) the second is to be made contingent upon and following separate approval by Grantor of the making of the second grant installment, following its examination of the result of the work completed by Grantee pursuant to the initial installment.

2. Use of Grant Funds. Grantee agrees to use the grant funds solely for the Project as outlined in its proposal to Grantor, a copy of which is provided as Exhibit A hereto. The Project is intended to further the creation of a trust framework substantially in the form presented in Exhibit B. Grantee agrees that the grant funds will be used in accordance with its grant proposal. Grantee further agrees that the grant funds will be used exclusively for charitable purposes as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). No portion of this grant is earmarked for use in carrying on propaganda or otherwise attempting to influence legislation. Grantee agrees not to use any portion of the grant funds to participate in any political campaign on behalf of or in opposition to any candidate for public office, to make grants to individuals on a nonobjective basis, or for any non-charitable purpose. Grantee agrees to repay to Grantor any portion of the amount granted that is not used for charitable purposes.

3. Grantee’s Report. Grantee will submit to Grantor a final report covering both the substance of its activities under this grant and the financial administration of the grant, no later than thirty (30) days following the completion of the Project. Such report shall include copies of all press releases and other public announcements of the grant.

4. Control of Grant Funds. Grantee acknowledges and represents that it is accepting this grant for its own account and not as an agent for any other organization, and will exercise supervision and oversight over the use of all grant funds to ensure that the terms of this Grant Agreement are met. The terms of the grant do not prohibit Grantee from distributing all or a portion of the proceeds of the grant to another organization, so long as any such distribution is made exclusively in furtherance of the charitable purposes for which the grant is made. Grantee acknowledges that it is solely responsible for any decision to transfer all or a portion of the proceeds of this grant to another organization. Grantee agrees to control the process by which any other organization is selected to receive any such proceeds, and shall be solely responsible for the selection of any such organization.

5. Grantee’s Tax Status. Grantee represents that it is a tax-exempt organization

described in Section 501(c)(3) of the Code, and that it is not a “private foundation” as defined in Section 509(a) of the Code. Grantee has submitted to Grantor a determination letter of tax exemption issued by the Internal Revenue Service, and represents that such letter has not been revoked or modified. Grantee agrees to notify Grantor immediately of any changes in its tax status during the term of the grant.

6. Grant Review. Grantee will permit representatives of Grantor to, at Grantor’s expense, conduct an independent financial and/or programmatic audit of the expenditure of this grant.

7. Notices. All notices or reports under this Agreement shall be addressed as follows:

Grantor: Open Identity Exchange
c/o _____

Grantee: Open Forum Foundation
c/o Wayne Moses Burke
1730 V St NW 1
Washington, DC 20009
wayne@openforumfoundation.org
<http://open4m.org/>

This Agreement must be signed by an officer of Grantee prior to issuance of the grant funds. Grantee may keep a copy of this Grant Agreement as signed for its records.

OPEN IDENTITY EXCHANGE
 (“GRANTOR”)

OPEN FORUM FOUNDATION
 (“GRANTEE”)

By: _____
Its: _____

By: _____
Its: _____

Exhibit A

The following is a copy of grant proposal received by e-mail from Grantee. It is incorporated by reference into the Grant Agreement.

Don,

Here is the proposal for what the Open Forum Foundation can accomplish towards the establishment of a trust framework for online constituent identity with a grant of \$5000 in two equal installments.

With the first \$2500, we will build on top of our success with the Open Model for Citizen Engagement (an association for vendors and developers of citizen engagement software) and develop:

1. **A Database** of companies and organizations that may be interested in supporting the creation and implementation of the framework.
 - Actors include:
 - Technology developers and vendors that create, maintain, or sell:
 - Message Originating Systems (for sending messages to elected officials)
 - Congressional Constituent Relations Management Systems
 - Identity Providers
 - Trust Providers
 - End users:
 - Constituents
 - Elected Officials and staff
 - Advocacy Groups
 - Nonprofits
 - The focus will be on the US national level, but we will include actors at other levels of government as they appear in our research.
2. **An Initial Roadmap** of what it will take to develop and implement the trust framework.
 - This will include a likely path for development and key issues and requirements.
3. **A Simple Survey** to gauge each actor's interest in supporting and sustaining the proposed system.

Expected completion date of these activities is ~~January 31~~ February 15, 2011. Upon approval of them by the Open Identity Exchange and receipt of the second \$2500 installment, the Open Forum Foundation will:

1. **Perform Outreach.** We will attempt to meet with each actor via phone or in person in order to accomplish the following goals utilizing the survey as a guide:
 1. Explain the proposed system.
 2. Ascertain their interest in:
 1. participating in its development.
 2. financially supporting its development.
 3. financially supporting its longevity.
 3. Ask for recommendations of other actors that may be interested.
 4. Input on the initial roadmap.
2. **Finalize the Roadmap.** Based on input from the outreach, we will modify the roadmap.

Expected completion date for these activities is ~~March 31~~ May 1, 2011.

In addition, I understand that if we are to use your logo or name publicly, we must first get written approval from you in order to do so.

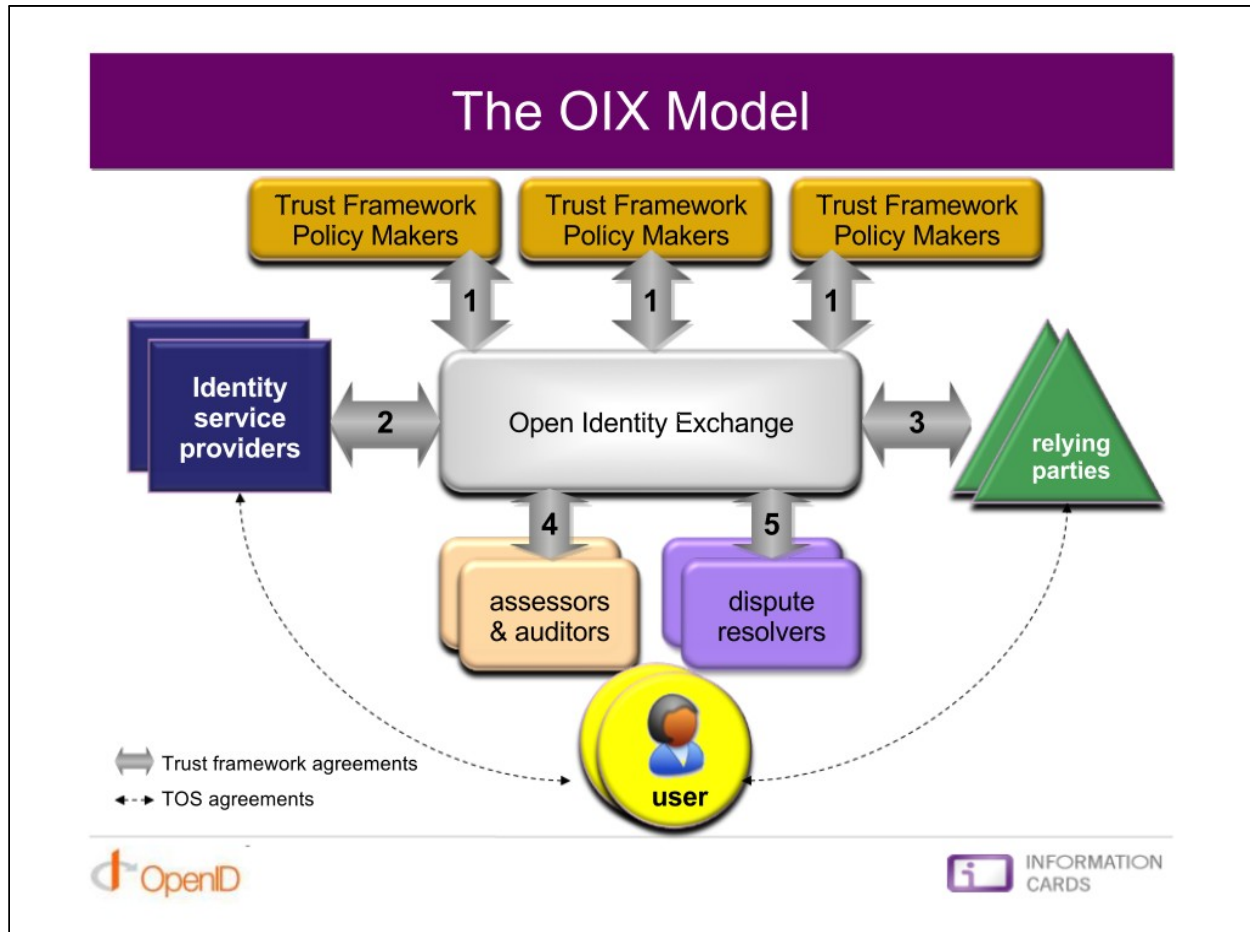
Please let me know if this is keeping with your expectations and I'll look forward to working together to make legitimate and meaningful online constituent identity a reality.

Best,
Wayne

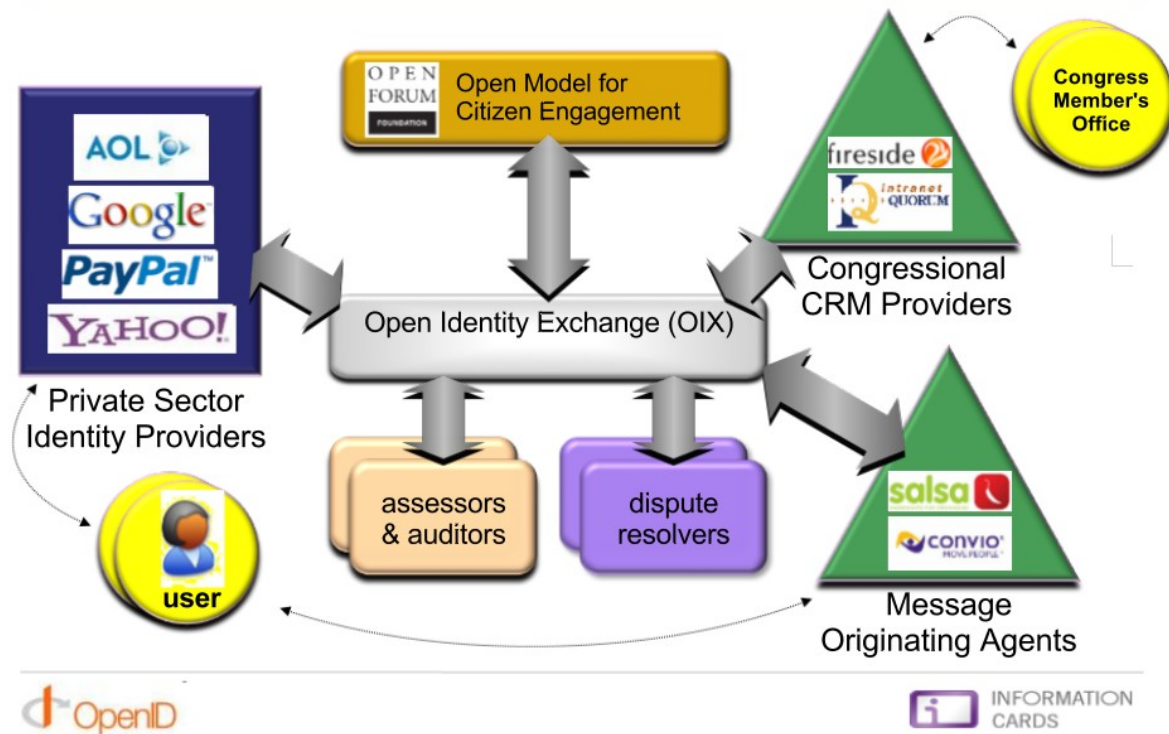
Wayne Moses Burke
Executive Director
Open Forum Foundation
<http://openforumfoundation.org/>
202.640.1787
LinkedIn.com/in/wmburke
Twitter @wmburke

Exhibit B

Trust Framework Diagram



Online Constituent Identity Trust Framework



Relying Parties

- Two types in this trust framework:
 - **Message Originating Agents** send messages on behalf of Users (constituents) to elected officials
 - Convio and Salsa Labs are two of the larger orgs in this space
 - **Congressional Constituent Relations Management (CRM) Providers** collect and aggregate incoming messages for Congressional offices
 - Lockheed Martin's IQ is the largest player in this market
 - Fireside21 is one of the most innovative