



9450 SW Gemini Drive #79059 · Beaverton · Oregon · 97008 · United States

Memorandum of Understanding between DuraSpace and the Samvera Project - 2018

Background

The DuraSpace organization (duraspace.org) believes that Samvera (Samvera.org) is strategically important to our community. DuraSpace believes there are multiple synergies between our existing communities and technologies in the following ways:

- Samvera is a flexible set of OSS applications that work in conjunction with the Fedora open source software and is strategic to the success of Fedora
- Samvera is an open source project built and implemented by many of the same members of the current "DuraSpace community"
- Many of the DSpace community members are interested in learning more about Samvera and possibly migrating to Samvera longer term.

Following the successful use of DuraSpace as a fiscal sponsor during 2015 and 2016, and the affiliate status MoU in 2017 Samvera would like to continue this arrangement and retain additional services from DuraSpace. This arrangement will be described as making Samvera a "DuraSpace affiliate".

Agreement

Continuing fiscal sponsorship

DuraSpace and Samvera agree that DuraSpace will serve as a fiscal sponsor for Samvera and any successor in interest for the period 1st February - 31st December 2018. DuraSpace will provide the following services as fiscal sponsor:

1. Maintain a bank sub account under DuraSpace, restricted to Samvera
2. Disburse funds per the direction of the Steering Group or its designee
3. Process financial transactions for the Community. A single transaction includes a full round of invoice, follow-ups, accounting system entry, receipt of payment, banking, reconciling, and providing supporting documentation.

4. Report and review P&L and cash flow bi-monthly with the Finance Subcommittee.
5. Accept copyright assignment from University of California system institutions and any other Institutions requiring assignment be given to a third party.
6. Hold, on behalf of Samvera, Contributor License Agreements and appropriate code licenses / copyright grants.
7. Manage Samvera wiki space at wiki.duraspace.org

The document "Pricing for DuraSpace Contact Services for Samvera - Affiliate Status 2018", attached as an appendix, sets out in more detail the scope of the chargeable services to be provided under this Memorandum of Understanding. Samvera will pay DuraSpace a fixed fee of **\$10,028**, plus an estimated **\$5,600** time-based charges, plus any actual costs for transactional fees such as domestic and international credit card, and PayPal/Square charges.

Additional fiscal sponsorship services

In addition to providing ongoing fiscal sponsorship, DuraSpace agrees to provide Samvera with further, additional services as may be from time to time agreed. These additions may include such services as:

1. Negotiation and contracting with appropriate attorneys for trademark, or other services.
2. Assistance with Samvera fundraising activities.
3. Executing contracts for services. Executive staff will represent Samvera's interests to negotiate and administer contracts and to identify resources, if required.

Each of these additional services will be the subject of a specific charging arrangement.

Termination

Either organization may terminate this agreement with 90 days written notice. In the event of termination, or should DuraSpace cease operations, DuraSpace will transfer the balance of any Samvera funds to any party designated by the Samvera Steering Group within 90 days less any outstanding payables or transfer costs. Samvera funds are those funds raised in excess of the fees noted above, prorated based on time of calendar year, for fiscal sponsorship services.

DuraSpace acknowledges and agrees that it is holding Samvera's intellectual property (contributor license agreements, trademark, code copyright, etc.) on behalf of the Samvera Community. DuraSpace will not transfer, barter, nor sell this IP except with the approval of the Samvera Steering Group. In the event of termination or at the request of the Samvera Steering Group, DuraSpace will transfer any Samvera intellectual property to a designated party within 60 days.

This agreement is binding on DuraSpace and any successor in interest.

For DuraSpace

Debra Hanken Kurtz, CEO



Date

February 1, 2018

For Samvera

Tom Cramer, on behalf of the Samvera Steering Group



Date

2/1/18

Appendix: Pricing for DuraSpace Contact Services for Samvera - Affiliate Status 2018

		2018 Proposed - Full Year		
		fixed costs*	time based/actual costs	total
DuraSpace Fixed Fee				
	Affiliate fee	\$3,000	\$0	\$3,000
	Technical Resources (wiki, includes sys admin time)	\$2,098	\$0	\$2,098
DuraSpace Variable Fee				
	Fundraising (2017 Forecast: Debra 1 hours, Val 11.5 hours, Zoho CRM)	\$260	\$1,800	\$2,060
	Financial Management (2017 Forecast: Debra 6 hours, Val 19.5 hours, plus fee for external accountant & systems; wire transfer/Paypal fee included in actual costs)	\$4,670	\$3,800	\$8,470
Other Direct Expenses (trademark attorney, website, Paypal fees)		as necessary	as necessary	as necessary
	Total	\$10,028	\$5,600	\$15,628