

**ASSIGNMENT OF THE AGREEMENT BETWEEN SAMVERA COMMUNITY AND
DURASPACE 2019 MEMORANDUM OF UNDERSTANDING**

This assignment of the Agreement between Samvera Community and DuraSpace - 2019 Memorandum of Understanding, dated as of January 7, 2019 (this "**Assignment**"), by and between **FEDORA COMMONS, INC. d/b/a DuraSpace**, having an address at 9450 SW Gemini Drive #79059, Beaverton, OR 97008 ("**Assignor**"); **LYRASIS**, having an address at 1438 West Peachtree Street, NW, Suite 150, Atlanta, GA 30309 ("**Assignee**"); and the Samvera Community Steering Group, a governance body of the unincorporated community of partners and users committed to advancing Samvera ("**Samvera Community Steering Group**").

WITNESSETH:

WHEREAS, Assignor and Samvera Community Steering Group are parties to that certain Memorandum of Understanding dated as of January 7, 2019 (the "**Agreement**"), whereby Assignor has agreed to provide fiscal sponsorship related support services to the Samvera Community;

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor's rights and obligations under the Agreement; and

WHEREAS, Assignor desires to obtain Samvera Community Steering Group's consent to said assignment;

NOW THEREFORE, intending to be legally bound, the parties hereto agree as follows:

1. **Assignment.** Assignor hereby assigns to Assignee all of its interest in the Agreement, and Assignee hereby accepts all of Assignor's rights, and assumes and agrees to perform all of Assignor's duties, under the Agreement.
2. **Effective Date.** This Assignment shall take effect on July 1, 2019 in accordance with the Plan of Dissolution and Distribution of Assets of Assignor (the "Effective Date").

Please note: the Agreement between Samvera Community and DuraSpace - 2019 Memorandum of Understanding includes a schedule of fees ("Appendix: 2019 Samvera Budget"). The original schedule will be prorated for January 1, 2019 to June 30, 2019 and reflected in a Proforma Balance Sheet provided to the Samvera Community Steering Group for that period. In addition, the same fee schedule will be adjusted to apply to the new term of the agreement, July 1, 2019 - June 30, 2020.

3. **Payment.** The parties hereby acknowledge and agree that following the Effective Date of this Assignment, Assignor and Samvera Community Steering Group shall no longer have privity of contract and that Assignee will look solely to Samvera Community Steering Group for payment of any monies due under the Agreement or subsequent renewals thereof.

4. **Release.** As of the Effective Date, Samvera Community Steering Group hereby forever releases Assignor from any and all claims, liability, damages, causes of actions, actions, debts, sums of money, accounts, bonds, bills, covenants, contracts, controversies, promises, agreements, trespasses, variances, judgments, executions, demands whatsoever, in law, equity and/or admiralty, related to or arising under the Agreement.

5. **Counterparts.** This Assignment may be executed in any number of counterparts, which together shall constitute one and the same agreement. The signature of either party may be delivered by facsimile or in a "pdf" format, and signature pages so delivered shall constitute the valid execution and delivery of this Assignment by such party.

6. **Term and Termination.** The Term of this assignment is July 1, 2019 to June 30, 2020. Either party may terminate the Agreement upon ninety (90) days notice to the other party.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Assignor, Assignee and Samvera Community Steering Group have executed this Assignment as of the date first above written.

ASSIGNOR:
FEDORA COMMONS, INC. D/B/A DURASPACE

By: ETripp
Name: Erin Tripp
Title: Executive Director, DuraSpace

ASSIGNEE:
LYRASIS

By: [Signature]
Name: Vern Ritter
Title: CFO, LYRASIS

Samvera Community Steering Group:

By: [Signature]
Name: Jon Dunn
Title: Chair of the Samvera Community Steering Group