



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

Memorandum of Understanding between DuraSpace and the Hydra Project - 2017

Background

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

- Hydra 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
- Hydra 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 Hydra and possibly migrating to Hydra longer term.

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

Agreement

Continuing fiscal sponsorship

DuraSpace and Hydra agree that DuraSpace will serve as a fiscal sponsor for the Hydra Project and any successor in interest for the period 1st April - 31st December 2017.

DuraSpace will provide the following services as fiscal sponsor:

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

4. Accept copyright assignment from University of California system institutions and any other Institutions requiring assignment be given to a third party.
5. Hold, on behalf of Hydra, Contributor Licence Agreements and appropriate code licenses / copyright grants.
6. Manage Hydra wiki space at wiki.duraspace.org

The document "Pricing for DuraSpace Contact Services for Project Hydra - Affiliate Status 2017", attached as an appendix, sets out in more detail the scope of the chargeable services to be provided under this Memorandum of Understanding. Hydra will pay DuraSpace a fixed fee of \$7,259, plus an estimated \$3,269 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 Hydra 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 Hydra fundraising activities.
3. Executing contracts for services. Executive staff will represent Hydra'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 Hydra funds to any party designated by the Hydra Steering Group within 90 days less any outstanding payables or transfer costs. Hydra 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 the Hydra Project intellectual property (contributor license agreements, trademark, code copyright, etc.) on behalf of the Hydra Project. DuraSpace will not transfer, barter, nor sell this IP except with the approval of the Hydra Steering Group. In the event of termination or at the request of the Hydra Steering Group, DuraSpace will transfer any Hydra intellectual property to a designated party within 60 days.

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

For DuraSpace

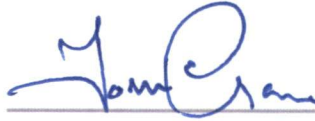
For the Hydra Project

Debra Hanken Kurtz, CEO

Tom Cramer, on behalf of the Hydra Steering Group



April 28, 2017



6/16/17

Date

Date