

Memorandum of Understanding between DuraSpace and the Hydra Project 2016/17

Background

The DuraSpace organization (duraspace.org) believes the Hydra Project (projecthydra.org, referred to as Hydra hereafter) 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.

The Hydra Project seeks an organization with a complementary mission to provide legal, financial and administrative services to support the community, its open source software development, and its related endeavors. Following the successful use of DuraSpace as a fiscal sponsor during 2015, the Hydra Project would like to continue this arrangement and retain additional services from DuraSpace.

Agreement

Continuing Fiscal Sponsorship

DuraSpace and Hydra agree that DuraSpace will serve as a fiscal sponsor for the Hydra Project for the term specified below. 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 up to 100 transactions per year for the project. A single transaction includes a full round of invoice, followups, accounting system entry, receipt of payment, banking, reconciling, and providing supporting documentation. Transactions above this limit will be charged a 10% fee.
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 License Agreements and appropriate code licenses / copyright grants.
6. Manage Hydra wiki space at wiki.duraspace.org
7. Produce one webinar series for Hydra Project (includes up to 3 webinars in a series, covering particular topic of interest).

Hydra will pay DuraSpace a fee of \$7351 for these fiscal sponsorship services. Wire transfers and internet payment services are not included in this total and will incur additional charges, as agreed, if used.

Additional Fiscal Sponsorship Services

In addition to providing ongoing fiscal sponsorship, DuraSpace agrees to provide Hydra with the following during the period of this agreement:

1. Negotiation and contracting with appropriate attorneys to trademark the name "Hydra" and the Hydra logo. In the first instance this will cover the US, Canada and Europe and include six hours of DuraSpace executive time. Further geographic areas may be commissioned in due course.
2. Assistance with fundraising for Hydra including the use of the Zoho CRM and the use of historical DuraSpace templates for email and conventional correspondence.
3. Executing contracts for services. Executive staff will represent Project Hydra's interests to negotiate and administer contracts and to identify resources, if required.
4. Further additional services which may be from time to time agreed

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

Independence of the Parties & Terminology

Both parties recognize that DuraSpace and Hydra remain independent entities with their own resources, assets and governance. With this MOU, DuraSpace remains and can be described as Hydra's "Fiscal Sponsor". Correspondingly, the Hydra Project can be described as a "DuraSpace affiliate".

Term

The term for this agreement is June 3, 2016 – June 3, 2017.

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



Debra Hanken Kurtz, CEO

June 3, 2016

Date

For the Hydra Project



Tom Cramer, on behalf of the Hydra Steering Group

June 3, 2016

Date