

Memorandum of Understanding between DuraSpace and the Hydra Project

Background

The DuraSpace organization (duraspace.org) believes the Hydra Project (projecthydra.org) is strategically important to our community for providing a flexible front end for Fedora, and potentially a platform that may serve the needs of community members looking to migrate from CONTENTdm and less flexible repository platforms. 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 our DSpace community members are interested in learning more about Hydra and possibly migrating to Hydra longer term.

The Hydra Project has become increasingly interested in retaining legal and banking services for Hydra in order to provide the project with a more formal administrative home, and better support the interests and activities of the project going forward.

Hydra would like to associate itself with DuraSpace as its "fiscal sponsor" in order to retain these services. Hydra would specifically like DuraSpace to address the project's intellectual property concerns, including holding the Contributor License Agreements and appropriate code licenses / copyright grants.

Additionally, Hydra would like to explore with DuraSpace the steps that would need to be taken in order to become an "official" DuraSpace project.

Agreement

DuraSpace and Hydra agree that DuraSpace will serve as a fiscal sponsor for the Hydra Project in CY 2015. DuraSpace will provide the following services as fiscal sponsor:

1. Establish 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 48 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. Transaction "batches" (e.g., for a concentrated fund-raising effort) would need to be scheduled outside of peak DuraSpace membership months of May through July.
4. Provide legal administrative assistance in establishing trademark(s) (Actual legal fees would be passed through to the Hydra steering group to reimburse or paid out of the DuraSpace Hydra account. We estimate this cost to be \$3,200 for one US trademark or \$5,900 for the combined EU and US applications).
5. Accept copyright assignment from University of California system institutions and any other Institutions requiring assignment be given to a third party.
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).

The Hydra Project further agrees to the following in CY 2015:

- Hydra will pay DuraSpace a fee of \$10,000 for the fiscal sponsorship services in CY 2015 outlined above due no later than June 1, 2015.
- Additional costs for legal and administrative services and fees for trademarks are not included and will be paid separately to DuraSpace.
- Hydra agrees to work towards determining the fit with DuraSpace as a long-term partner for the project.

If Hydra and DuraSpace determine during 2015 that they want to move forward with Hydra becoming an incubated DuraSpace project, Hydra will be eligible for additional services afforded to full and incubating DuraSpace projects. An incubation agreement would require a separate MOU that would supersede this one. Additional services include the following:


1. Fundraising. DuraSpace could raise funds on behalf of Hydra through its membership campaign (Determination would need to be made by March, 2015 to be included in the 2015 campaign)
2. Management/administration of dedicated personnel
3. Website migration and management
4. Marketing and outreach
5. Participation in annual member summit
6. Community member management (tracking, outreach, communications, etc.)
7. Registered Service Provider recruitment and management
8. Extended administrative/legal services
9. Administration for education, training, and conferences.

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 \$10,000 fee, 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

3/7/2015

Date

For the Hydra Project



Tom Cramer, on behalf of the Hydra Steering Group

March 4, 2015

Date