



## Samvera Community

### Partner Letter of Agreement

Samvera Partners are institutions, corporations, or other groups that have committed to contributing to the Samvera Community and wish to become fully participating Samvera Partners. Partners use the Samvera technical framework, participate in the Community, and contribute financially according to the attached Samvera Contribution Model.

The **Samvera Community Bylaws** attached to this letter of agreement describes Community membership and governance, the responsibilities of the Samvera Board of Directors members (a current list of which can be found at [samvera.org](http://samvera.org)), and the responsibilities of Samvera Partners.

By executing this Partner Letter of Agreement, the entity named below indicates its wish to join the Samvera Community as a Samvera Partner and further confirms that it has reviewed, understands and agrees with the Samvera Bylaws. The applicant has been nominated by an existing Samvera Partner or the Samvera Board.

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Entity	Authorized Signature	Date
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Authorized Signer's Printed Name	Title
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Nominated by: \_\_\_\_\_

Application Accepted by the Samvera Board: \_\_\_Yes\_\_\_No      Date: \_\_\_\_\_

Samvera Board Authorized Signature: \_\_\_\_\_

(Name)

# Samvera Bylaws

**Approved by vote of the Samvera Partners, April 2021. Last approved revision December 2022.**

Samvera operates as a distinct series entity hosted by the OASIS Open Development Foundation, LLC, under the Charter and Series Agreement attached as APPENDIX B.

The OASIS Open Development Foundation, a Delaware series limited liability company, assists Samvera in maintaining its non-profit status and compliance with accounting and legal requirements and provides other services if requested by the Samvera Board of Directors. Samvera is part of the OASIS Open Foundation-as-a-Service program; its Operating Rules are published at <https://www.oasis-open.org/policies-guidelines/foundation-as-a-service>.

## Samvera Board of Directors

1. The Samvera Board of Directors (formerly the Samvera Steering Group) shall consist of nine (9) voting members. Board of Directors shall be individuals nominated and supported in their participation by a Samvera Partner institution. No two members of the Board of Directors shall be supported concurrently by the same Partner institution. Should a Board of Directors member move institutions, such that this bylaw causes an ambiguity, the Board will work with Partners to resolve it.
2. Members of the Samvera Board of Directors are elected to serve for a term of three (3) years. They may not serve more than two contiguous three-year terms, but in any case shall serve until replaced.
3. Board of Directors elections shall be held in the last quarter of the calendar year for three (3) of the nine seats in rotation, for a term beginning the next January 1. Each Partner institution shall exercise one vote in this process and at least two-thirds of the Partners must cast a ballot for the process to be valid. Candidates for Board of Directors elections must have the explicit support of a Samvera Partner institution.
4. Decisions in the Board of Directors shall be made by consensus; in the event that consensus cannot be reached, decisions shall be reached by a simple majority of those voting, at a duly called quorate meeting.
5. Board members can resign at any time with notification to the other members and the Partners. Board members can be removed by a recommendation adopted by the Board of Directors and then ratified by a simple majority vote of the Partners.
6. In the event that a seat on the Board of Directors becomes vacant part way through a three-year term, an election to fill the seat shall be held as soon as practicable. The successful candidate is elected to serve the remainder of the three year term. In the event that this period is less than twelve months their tenure extends to include the next three year period and they may, at the end of it, stand for a further contiguous

three-year term.

7. The Board of Directors shall elect a Chair and Chair-Elect, each for a one-year term. The Chair-Elect succeeds to the position of Chair immediately following their term. The Chair, working in close collaboration with the Chair-Elect, will facilitate Board meetings and act as the conduit for communication with any hired Samvera staff. The Chair shall serve as the Executive Director of the organisation until such time as the Board of Directors designates a staff person or another officer to do so; that role shall include administrative functions such as the calling of meetings and administration of ballots required by these Bylaws. Following the completion of their term, the Chair will rotate into a one year Past Chair role, to aid in organisational knowledge transfer. If the Past Chair role extends past the Chair's 3 year elected term, the Past Chair will become an ex-officio member of the Board, and will not represent a Partner institution.
8. The Board of Directors may include any Samvera staff in its meetings and calls as non-voting, ex-officio contributors. It may also co-opt members of the Samvera Community as non-voting participants should this be beneficial to its work.
9. The Board of Directors will meet virtually each calendar month with additional calls as required. The Board of Directors will hold at least one dedicated face-to-face meeting each year when practical.
10. The Board of Directors provides stewardship and central administration of the Community; they are responsible for helping create the structures to see that critical tasks are addressed, and backstopping the Partners' group in the event that they do not fulfil these critical tasks.
11. The Board of Directors may adopt such other standing rules or practices as it may choose to approve, by publishing them to the Partners, so long as they do not contradict these Bylaws or the OASIS Open Development Foundation LLC Operating Rules.
12. These Bylaws should be reviewed by Board of Directors members and by the Partners each year. These bylaws may be modified at any time by an absolute 2/3 majority vote of the Samvera Partners, based on a written proposal from any Partner, but only after the proposed amendment is first circulated to the Board of Directors for comment.
13. Certain provisions for management, finance and Partner eligibility are provided in the Appendices to these Bylaws.

# Bylaws APPENDIX A: Samvera Financial Governance

This document sets out procedures for dealing with monies held by the Samvera Community.

1. The Samvera Community and its technology are directly supported through financial resources. Partners will pay a yearly dues fee in order to support Samvera and to maintain their Partner status.
2. We acknowledge that institutions experience unexpected organisational and financial changes that may temporarily affect their ability to pay Partner dues. If a Partner is unable to pay dues their partnership, and rights associated with partnership, may be suspended for one year. Full partnership will be restored on payment of dues the following year. If dues are not paid for a second year then their Partner status may be revoked.
3. The Samvera Board of Directors shall maintain a permanent Finance Subcommittee to deal with routine financial matters. The Subcommittee shall comprise no fewer than four members of the Board of Directors including the Chair and Chair-Elect. In addition, the Board of Directors may co-opt as needed onto the Subcommittee any Samvera staff and up to two non-Board of Directors members with appropriate skills and expertise to further its work; such additional members shall not have voting powers.
4. Formal decisions of the Finance Subcommittee require a majority vote of its voting membership. If the Subcommittee is deadlocked over a particular decision or wishes to defer, the matter shall be referred to the full Board of Directors.
5. Samvera's assets and finances shall be administered by the Host LLC, with supervision from the Board of Directors and Finance Subcommittee, as provided in the Samvera's annual budget and the OASIS Open Development Foundation, LLC Operating Rules.
6. The Finance Committee shall propose and the Board of Directors shall approve an annual budget for each fiscal year, which then shall be submitted for consent to the Samvera Partners using the Samvera Partners' mailing list. Partners who have not expressed a view within seven days of notification shall be deemed to support the proposal. The Board of Directors is responsible to the Samvera Partners for ensuring that expenditure of Samvera's monies is consistent with the annual budget, and any potential expenditure which falls outside the budget shall be referred back to the Partners for approval.
7. The Finance Subcommittee shall have day-to-day responsibility for managing the Samvera Community's monies. The Samvera Finance Subcommittee Chair shall serve as Samvera's Treasurer and primary point of contact for financial matters, until such time as the Board of Directors either designates a separate staff member or other officer as Treasurer.

- a. The Treasurer and Finance Subcommittee must make periodic reports, and upon request, to the full Board of Directors. In particular, the Subcommittee must approve and report on each set of periodic financial reports from the Host LLC.
  - b. The Subcommittee must make an annual report to the full Board of Directors and to the Samvera Partners.
  - c. The Treasurer (and any assistant Treasurer appointed by the Board of Directors) shall be empowered to authorize routine transactions (e.g. payments to vendors) up to the value of \$1000 without prior permission from the Board of Directors provided only that the authorizing email be copied to all members of the Board of Directors; and shall be empowered to authorize transactions exceeding \$1000 [that are not already approved in the annual budget] only with the prior, majority agreement of the Board of Directors.
8. This financial governance document shall be reviewed by the Board of Directors annually. Any resulting minor changes should be notified to the Partner list. Any major changes should be voted on by the Partners. Partners who have not expressed a view within seven days of notification shall be deemed to support the proposal.

# Bylaws APPENDIX B: LLC Series Agreement

## SAMVERA FOUNDATION SERIES AGREEMENT

This Series (the "Series") of OASIS Open Development Foundation, LLC (the "Host LLC"), comprised of participants in the manner provided in its Bylaws, shall be called:

Short Name. Samvera

Legal Name. OASIS Open Development Foundation, LLC, Samvera Foundation Series

and shall be managed as follows:

- The Host LLC shall keep and maintain Samvera records, separate and distinct from any and all other Series' records, as provided in the Host LLC Operating Rules and other applicable policies and laws.
- The Host LLC shall hold and account for Samvera assets that are separate and distinct from any and all other Series' assets.
- The debts, liabilities and obligations incurred, contracted for or otherwise existing with respect to Samvera shall be enforceable against the assets of Samvera only, and not against the assets of the Host LLC generally or any other series thereof.
- None of the debts, liabilities, obligations and expenses incurred, contracted for or otherwise existing with respect to the Host LLC generally or any other series thereof shall be enforceable against the assets of Samvera.
- In no case shall a Samvera Member be personally obligated for any or all of the debts, obligations and liabilities of Samvera, any other Series, or the Host LLC generally.
- Samvera shall have one economic member, the Host LLC, who shall be the Sole Member. The Sole Member shall hold 100% of the distribution rights, 100% of the economic rights and 100% of the management rights in the Series. Accordingly, the Sole Member (i) shall be responsible for all capital contribution obligations with respect to the Series, if any, (ii) shall be entitled to all distributions, whether in cash or in-kind, from the Series, and (iii) shall be allocated all tax attributes associated with the Series.
- The Series may be terminated and its affairs wound up without causing the dissolution of the Host LLC.
- The duties of the Series Executive Director shall be to administer the day-to-day operations of the Foundation Series, subject to the supervision by the Series Board of Directors; to supervise the budget and expenditures of the Foundation Series, in coordination with the Series Treasurer and the Host LLC; to supervise all Foundation Staff; and to carry out the functions specified for the Executive Director in the Bylaws.

# Bylaws APPENDIX C: Samvera Partners

## Partnership

Samvera Partners are institutions, corporations or other groups that have formally committed to contributing to the Samvera Community. Samvera Partners collectively advance the project and the Community for the benefit of all participants.

The Samvera Partners contribute to groups that coordinate activity from multiple institutions and development efforts. These include the Board of Directors, the Roadmaps Alignment Group, the Core Components Maintenance Group and Samvera's Interest and Working Groups, as well as teams working on specific projects and solutions such as the Avalon Media System, Hyrax, and Hyku.

Partnership is earned by actively contributing to the Community. Partners:

- **Contribute.** Annual Partnership dues to support Community infrastructure along with any one or more of: code, analysis, design, documentation, presentations and other forms of communication, marketing, support, funding, participation in working/interest groups, or other resources.
- **Stay Informed.** Additionally, be among the first to be notified of any known security issues and fixes, ahead of the information being made public.
- **Meet.** Participate in Samvera Partner meetings and other conversations that shape our future.
- **Vote.** As a Partner, it is a duty and privilege to vote on elected positions and on other matters of importance.
- **Lead.** Help lead the way by participating in the governance of Samvera. Partners may provide input on the Community and technical direction up to the highest levels, and represent Samvera to the broader community. Partners have the right to nominate persons for election to the Samvera Board of Directors.

## How to become a Samvera Partner

The steps to become a Samvera Partner are:

1. **Participation:** Participate in the Samvera Community in one or more of the many ways described above.
2. **Nomination:** Be nominated by an existing Partner or the Board of Directors.
3. **Application:** Submit a brief letter of intent and sign a Letter of Agreement.
4. **Approval:** Be voted in by the Board of Directors, and
5. **Announcement:** Be welcomed formally to the Community as a Partner.

Partners sign a formal one-page Letter of Agreement (LoA). Additionally, each Partner is asked at the time of joining the group to write a brief letter of intent indicating why they want to become a Samvera Partner and what they intend to contribute to the Community. (Note that we [post these letters publicly in the wiki](#)).

### Benefits of Partnership

By investing financially in Samvera's future, Partners help ensure the longevity of the Community and its software. By contributing to Samvera's Working and Interest Groups, and by having staff participate in the further development of our code and solutions, Partners protect their own investment in our products and services.

In return for Partner contributions, the Community undertakes to provide a number of specific services. These include:

- The right to vote in formal Samvera decision making (one vote per Partner institution)
- The right to put up candidates for election to the Samvera Board
- The right to attend Partner meetings and Partner calls
- The right to advance information about any security vulnerabilities discovered in Samvera software (via the Partners' closed mailing list)
- Centrally coordinated shared best practices for common legal and financial services
- Financial stewardship
- Legal issues (including trademark)
- Marketing (including website and wiki)
- An annual Samvera Connect conference
- An annual Samvera Virtual Connect
- Access to the services of any Samvera appointed employees to help further local Samvera initiatives
- Public acknowledgement of Partnership in/on appropriate publicity materials (including the website and wiki)

In addition, there are less tangible, but potentially important, aspects to Samvera Partnership. For instance, many of our Partners have been successful in obtaining grants from philanthropic funds to assist and/or enhance the development of their local systems. An institution's involvement in a larger community, and a commitment to feeding back developments for the wider benefit, can be seen to support the case for grant funding. The track record of Samvera Partners in successfully delivering the outputs of their respective grants and contributing those back to community solutions may be seen as a further benefit.

### How to stop being a Samvera Partner

A Partner may exit Partnership by providing written notice to the Samvera Board of Directors that they wish to withdraw from the Partner agreement.





# Samvera Partner Contribution Model

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## Academic or Non-Profit Institutions

Not all academic, non-profit, or similarly situated institutions are in a position to contribute large sums of money. In broad terms, the model allows that each Partner is expected to contribute financially per fiscal year based on their size.

## Contribution Model

The contribution model outlined in Figure 1 refers to academic institutions, non-profits, and similarly situated organizations.

	<b>Institution Classification (Based on JSTOR)</b>					<b>Sustain</b>
	Very Small	Small	Medium	Large	Very Large	
	<b>JISC Bands</b>					
	10, 9, 8	7, 6	5A, 5B	4, 3	2, 1	
<b>Minimum Contribution</b>	\$500	\$1,000	\$5,000	\$7,500	\$10,000	\$15,000

Figure 1. Contribution Model for Academic, Non-Profit, and Similar Institutions

Note the contribution is what is required as a Samvera Partner at minimum, partners are welcome to contribute higher dollar amounts if they so wish.

## Discount process

In the eventuality of financial difficulty, the Partner is asked to contact the Samvera Board ([board@samvera.org](mailto:board@samvera.org)) to discuss the issue further.

## Samvera Service Providers

Not all Samvera’s service providers are in a position to contribute large sums of money; many are small organizations that are tightly coupled to the Community.

### Contribution Model

The model provides that Samvera service providers pay an annual fee each fiscal year to the Samvera Community; the annual fees are based on the number of hours billed by the service provider on Samvera-based projects or hours spent on maintaining services for customers (e.g. hosting services) during Samvera’s fiscal year<sup>1</sup>.

Samvera Service Provider Classification						
	Very Small	Small	Medium	Large	Very Large	Sustain
	0 - 3000 Billed Hours	3001 - 7,500 Billed Hours	7,501 - 15,000 Billed Hours	15,001 - 22,500 Billed Hours	22,501+ Billed Hours	
Minimum Contribution	\$500	\$1,000	\$5,000	\$7,500	\$10,000	\$15,000

Figure 2. Contribution Model for Samvera Service Providers

Note the contribution is what is required as a Samvera Partner at minimum, partners are welcome to contribute higher dollar amounts if they so wish.

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<sup>1</sup> Note that the number of billed hours is self-reported. It is expected that service providers are either tracking this information or can provide an estimation.