

This composite document comprises five parts:

- 1. The Memorandum of Understanding between Hydra's originating Steering Group members, signed by senior staff at the three universities and at MediaShelf LLC.
- 2. The first amendment to the Memorandum of Understanding signed by the then members of the Steering Group. This document has the effect of changing all references to Hydra into references to Samvera.
- 3. The second amendment to the Memorandum of Understanding signed by the then members of the Steering Group. This document reflects changes in Samvera's governance structure with respect to the Steering Group.
- 4. For information, a version of the Memorandum of Understanding which implements the amendments described in (2) and (3).
- 5. A blank Letter of Agreement to be signed by new Samvera Partners as part of the formal Partnership agreement.



Hydra Project Collaboration and Partnership Memorandum of Understanding Hydra Originating Steering Group Members – March 26, 2012

I. Project Background

Hydra is an inter-institutional collaboration to build a common, open source framework for multi-function, multi-purpose, repository-powered applications. As symbolized by its name, Hydra's architecture reflects a "one body, many heads" design: a robust digital repository (the body) anchors feature-rich applications (the heads), tailored to content-, domain- and institution-specific needs and workflows. The operating motto of the project is

"If you want to go fast, go alone. If you want to go far, go together."

As a community framework, Hydra provides like-minded institutions with the mechanism to combine their individual development efforts, resources and priorities into collective solutions with breadth and depth that exceeds the capacity of any single institution to create, maintain or enhance on its own. Hydra's ultimate objective is to produce a community-sourced, sustainable application framework that provides rich and robust repository-powered solutions as an integrated part of an overall digital content management architecture.

II. Intellectual Property Licensing and Ownership

In keeping with the long-term vision of Hydra as a robust and distributed open source product, Hydra Partners and code contributors adopt and are governed by the following principles:

- 1. Code contributors ("Contributors") warrant that their work created for the Hydra project does not infringe on the legal rights of any person or entity, including but not limited to intellectual property rights. This warranty includes ensuring that Contributors have properly addressed any institutional rights of their "home" or employing institutions, and that they have properly treated any third party software that has been incorporated, including any open source software.
- 2. The Hydra Steering Group determines at its sole discretion if a Contributor's code is in scope and appropriate for the Project.
- 3. All code contributed and accepted to the project will be distributed as open source software, licensed under an Apache 2.0 license (or an appropriate Apache or Open Source Initiative (OSI) approved license *sequellae* that is designated by the Hydra Steering Group). Contributors must agree to and sign the applicable (individual and/or corporate) licensing agreement before contributing any code.
- 4. Hydra project documentation, designs and other written artifacts will also be made available under a Creative Commons or similar license. For the avoidance of doubt, the Hydra name and identity is subject to legal protection and is not subject to use by others except with the permission of the Hydra Steering Group.



III. Project Membership and Governance

1. Hydra Steering Group:

The following entities, each of which is a signatory to this founding Memorandum of Understanding, constitute the originating "Hydra Steering Group:"

- Stanford University Contact: Tom Cramer Chief Technology Strategist, Stanford University Libraries tcramer@stanford.edu
 - University of Virginia Contact: Robin Ruggaber Director, Online Library Environment <mark>robin.ruggaber@virginia.edu</mark>
- University of Hull Contact: Christopher Awre Head of Information Management, Library and Learning Innovation c.awre@hull.ac.uk
- MediaShelf, LLC Contact: Matthew Zumwalt Managing Partner matt.zumwalt@yourmediashelf.com

Communications to the entire Hydra Steering Group can be addressed to: hydra-steering@googlegroups.com. See also http://projecthydra.org.

The Hydra Steering Group is a small coordinating body of the originating Hydra partner institutions that will steer the technical and community development of Hydra. The Hydra Steering Group is not obligated to adopt additional members. Its members have demonstrated a significant commitment and made corresponding investments in the success and growth of Hydra not only for themselves, but as a collaboration and vital open source effort. Hydra Partners (described more fully in Section 2, below) that have demonstrated commitment to Hydra, made significant investments in the community and effort, and that would make positive contributions to the Steering Group may be nominated to join the Steering Group by a member of the Steering Group. To officially join the Steering Group, institutions must be voted in by a majority of all Steering Group Members. Decisions in the Steering Group are



made by consensus, with each institution receiving a single vote; in the event that consensus cannot be reached, decisions will revert to majority rule. The Steering Group is charged with coming up with processes for making decisions at Steering Group meetings, Partner meetings, and for day-to-day operational matters. Steering Group members can resign at any time with notification to the other members of the Steering Group. Steering Group members can be removed by a majority vote of the other members.

Responsibilities of Hydra Steering Group members include:

- Appoint individuals who have institutional authority to act on behalf of that member institution/entity
- Collaboratively roadmap the project's technology & community development
- Coordinate resources
- Provide governance of the "technology core"
- Decide what becomes official Hydra components
- Help maintain official Hydra components
- Manage the licensing of Hydra code components
- Maintain and grow the community
- Serve as evangelists & seed / support the development of "User Groups"
- Maintain the official Hydra website
- Provision and support the project infrastructure
- Organize and plan Hydra meetings
- Update the governance structure of the project
- Formally admit new Hydra Partners
- Formally accept new Steering Group members
- Manage the Hydra brand
- Represent the Hydra Project to funding agencies and (possible) commercial partners

2. Hydra Partners.

Hydra Partners are institutions, corporations, individuals, or other groups that have committed to contributing to the Hydra community and wish to become fully participating Hydra Partners. They not only use the Hydra technical framework, but also add to it in at least one of many ways, including: code, analysis, design, support, funding, or other resources. Hydra Partners collectively advance the project and the community for the benefit of all participants. Partners get to attend Hydra Partner meetings, provide input on the community and technical direction, and represent Hydra to the broader community. Candidates can join Hydra Partners by being nominated by an existing partner to the Steering Group, and being voted in by the Steering Group. Hydra Partners can be voted out by a majority of the Steering Group members. Partner participation is a privilege not a right. New Hydra partners must execute the Partner agreement to be countersigned by a designated representative of the Hydra Steering Group.



What are the responsibilities of Hydra partners? Any or all of the following, or the like, as deemed by the Steering Group as valid contributions:

- Hydra head development
- Code contribution to the "core"
- Maintenance of previously contributed code
- Design contribution
- Documentation and sharing of contributions
- Resource coordination
- Recruiting
- Evangelism

IV. Financial Structure

Hydra Partners (whether originating or new) are each individually responsible for their financial expenses; however, they intend to share certain common project costs, including code management and hosting of Hydra. As part of its planned review of the structure and operations, the Steering Group will provide a structure for such sharing of specific financial obligations and shall propose specific agreements from time-to-time to address those costs. However, the Steering Group does not have the authority to commit institutional resources of any of the Hydra Partners.

V. Term and Termination

The Hydra Steering Group is committed to establishing Hydra as an ongoing collaborative project. The vote of a majority of the Steering Group may, however, serve to dissolve this Memorandum of Understanding and with it, Hydra as a formal organization. Similarly if no action is taken under this Memorandum of Understanding for a period of three years, it is dissolved.

VI. Additional Understanding of the Originating Hydra Steering Group Members

The original signatories to this Collaboration and Partnership Memorandum of Understanding acknowledge and agree that all intellectual property including but not limited to software/code that each has contributed to the Hydra project is, and is intended retrospectively, to be governed by the same terms outlined in Section II. "Intellectual Property Licensing and Ownership." For avoidance of doubt, each signatory hereto specifically agrees that existing software/code contributions provided on Attachment A are and shall be governed by Section II 3.

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ACKNOWLEGED AND AGREED TO:

Ele Stanford University

Karii Us Heuboz University of Virginia

RCH

University of Hull

Mathen Jamuelt MediaShoft, LLC

Date

3,26,12 Date

4.12.12 Date

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120328

3.27.2012 Date



FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This First Amendment to Memorandum of Understanding ("Amendment"), is effective as of December 1, 2017 ("Amendment Effective Date"), is made and entered into by and between the current members of the Samvera Steering Group which are as follows: the University of Hull, Data Curation Experts, The Leland Stanford Junior University, Indiana University, Penn State University, DuraSpace, and the University of Virginia (together referred to as the "Parties").

WHEREAS, the Hydra Steering Group, then consisting of The Leland Stanford Junior University, the University of Virginia, the University of Hull and MediaShelf, LLC, entered into the Hydra Project Partner Collaboration and Partnership Memorandum of Understanding dated March 26, 2012 ("Memorandum of Understanding" or "MOU"), and

WHEREAS, the Samvera Steering Group, which is the current steering committee for the "Samvera Community" formerly known as the Hydra Project, wishes to rename the "Hydra Project" as the "Samvera Community" and in all other respects, to replace "Hydra" with "Samvera" on a going forward basis;

WHEREAS, as result of the foregoing recital, the Parties wish to amend the Agreement solely and expressly as stated herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Page 1, Title, entitled "Hydra Project" is amended by deleting the words "Hydra Project" and replacing these with "Samvera Community"; and deleting the line "Hydra Originating Steering Group Members March 26, 2012".
- 2. Section I, first paragraph, replace the words "As symbolized by its name" with "As symbolized by its original name, Hydra,".
- 3. Page 1-5, *seriatim*, all instances of "Hydra Project" shall be deleted and replaced with "Samvera Community".
- 4. Page 1-5, seriatim, all remaining instances of "Hydra" shall be deleted and replaced with "Samvera".
- 5. Section III(1), delete reference to "<u>hydra-steering@googlegroups.com</u>" and "<u>http://projecthydra.org</u>" and replace with "<u>samvera-steering@googlegroups.com</u>" and "<u>https://samvera.org/</u>".
- 6. Section III(2), delete the bullet point "Hydra head development" and replace with "Samvera application development".
- 7. In all other respects, the MOU remains in full force and effect. In the event of a conflict between the terms set forth in the MOU and the Amendment, this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of Partner's signature date below:

SAMVERA STEERING_GROUP Jan 23, 2018 Date Stanford University Printed Name: Tom Cramer 1/23/2018 Date Stanford University Printed Name: Mike Giarlo University of Hull 1/23/2018 Printed Name: Chris Awre University of Hull Printed Name: Richard Green S 1/23/2018 Date Penn State University Printed Name, Karen Estlund 1/23/2018 iggale all University of Virginia Printed Name: Robin Ruggaber 123 2018 Indiana University Printed Name: Jon Dunn 1/23/2018 **Data Curation Experts** Printed Name: Mark Bussey (Ben) S. <u>13 Feb 2018</u> Date **Data Curation Experts** Printed Name: Bess/Sadler 1hs1 DuraSpace/ Printed Name: Debra Hanken Kurtz

SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This Second Amendment to Memorandum of Understanding ("Amendment"), is effective as of February 1, 2019 ("Amendment Effective Date"), is made and entered into by and between the current members of the Samvera Steering Group which are as follows: Emory University, the University of Hull, Indiana University, the Leland Stanford Junior University, the University of London, the University of Michigan, Northwestern University, and the University of Virginia (together referred to as the "Parties").

WHERAS, the Hydra Steering Group, then consisting of the University of Hull, the Leland Stanford Junior University, MediaShalf LLC, and the University of Virginia, entered into the Hydra Project Partner Collaboration and Partnership Memorandum of Understanding dated March 26, 2012 ("Memorandum of Understanding" or "MOU"), and

WHERAS, the Samvera Steering Group, which is the current steering committee for the "Samvera Community" formerly known as the Hydra Project, wishes to reflect changes in the Samvera Community's governance procedures in the MOU;

WHERAS, as a result of the foregoing recital, the Parties wish to amend the Agreement solely and expressly as stated herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Strike Section III(1) in its entirety and replace with the following:

1. Samvera Steering Group:

At the time of this Amended and Restated Memorandum of Understanding, the following entities currently constitute the "Samvera Steering Group:"

Emory University
 Contact: Rosalyn Metz
 Director of Library Technology and Digital Strategies
 <u>Rosalyn.metz@emory.edu</u>

• University of Hull Contacts: Christopher Awre

Head of Information Services <u>c.awre@hull.ac.uk</u> Richard Green Consultant <u>r.green@hull.ac.uk</u>

 Indiana University Contact: Jon Dunn Assistant Dean for Library Technologies jwd@indiana.edu

- Leland Stanford Junior University Contact: Mike Giarlo Digital Library Software Engineer and Architect <u>mjgiarlo@stanford.edu</u>
- University of London
 Contact: Julie Allinson
 Lead Developer
 julie.allinson@london.ac.uk
- University of Michigan Contact: John Weise Associate Director of Library Information Technology jweise@umich.edu
- Northwestern University Contact: Carolyn Caizzi Head of Repository and Digital Curation <u>carolyn.caizzi@northwestern.edu</u>
- University of Virginia Contact: Robin Ruggaber Director for Strategic Technology Partnerships & Initiatives". robin.ruggaber@virginia.edu

Communications to the entire Samvera Steering Group can be addressed to: <u>Samvera-steering@googlegroups.com</u>. See also https://samvera.org.

The constitution of the Steering Group can be changed without need of amending this MOU.

The Samvera Steering Group is a small coordinating body elected by, and from amongst, the Samvera Partners (described more fully in Section 2, below) . To officially join the Steering Group, individuals from Partner Institutions must be elected by a majority of the Samvera Partners. Decisions in the Steering Group are made by consensus, with each member receiving a single vote; in the event that consensus cannot be reached, decisions will revert to majority rule. The Steering Group 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. Steering Group members can resign at any time with notification to the other members and the Partners. Steering Group members can be removed following a recommendation by Steering and a vote by Partners. The operation of the Steering Group is subject to a set of Bylaws approved annually by the Samvera Partners. The current responsibilities of the Steering Group are listed on the Community Framework page of the Samvera Community wiki at <u>https://samvera.org/wiki.</u>

2. In all other respects, the MOU remains in full force and effect. In the event of a conflict between the terms set forth in the MOU and the Amendment, this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of Partner's signature date below:

SAMVERA STEERING GROUP

Date 12 March 2019 **Emory University** Printed Name: Rosalyn Metz Date 15 March 2019 University of Hull Printed Name: Chris Awre Date 12 March 2019 University of Hull Printed Name: Richard Green Date 22 March 2019 Indiana University Printed Name: Jon Dunn Date 13 March 2019 Leland Stanford Junior University Printed Name: Mike Giarlo 19 Date University of London Printed Name: Julie Allinson Date ²⁶ March 2019 University of Michigan Printed Name: John Weise Date 12 March 2019 Northwestern University Printed Name: Carolyn Caizzi _____12 March 2019 University of Virginia

Printed Name: Robin Ruggaber



Samvera Community Collaboration and Partnership Memorandum of Understanding*

*Originally entered into by the Hydra Steering Group as the Hydra Project Partner Collaboration and Partnership Memorandum of Understanding dated March 26, 2012, as amended effective December 1, 2017 and as amended and restated February 1, 2019 by the Samvera Steering Group.

I. Project Background

Samvera is an inter-institutional collaboration to build a common, open source framework for multi-function, multi-purpose, repository-powered applications. As symbolized by its original name, Hydra, Samvera's architecture reflects a "one body, many heads" design: a robust digital repository (the body) anchors feature-rich applications (the heads), tailored to content-, domain- and institution- specific needs and workflows. The operating motto of the project is

"If you want to go fast, go alone. If you want to go far, go together."

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II. Intellectual Property Licensing and Ownership

In keeping with the long-term vision of Samvera as a robust and distributed open source product, Samvera Partners and code contributors adopt and are governed by the following principles:

- 1. Code contributors ("Contributors") warrant that their work created for the Samvera Community does not infringe on the legal rights of any person or entity, including but not limited to intellectual property rights. This warranty includes ensuring that Contributors have properly addressed any institutional rights of their "home" or employing institutions, and that they have properly treated any third party software that has been incorporated, including any open source software.
- 2. The Samvera Steering Group determines at its sole discretion if a Contributor's code is in scope and appropriate for the Project.
- 3. All code contributed and accepted to the project will be distributed as open source software, licensed under an Apache 2.0 license (or an appropriate Apache or Open Source Initiative (OSI) approved license *sequellae* that is designated by the Samvera Steering Group). Contributors must agree to and sign the applicable (individual and/or corporate) licensing agreement before contributing any code.
- 4. Samvera Community documentation, designs and other written artifacts will also be made available under a Creative Commons or similar license. For the avoidance of doubt, the



Samvera name and identity is subject to legal protection and is not subject to use by others except with the permission of the Samvera Steering Group.

III. Project Membership and Governance

1 Samvera Steering Group:

At the time of this Amended and Restated Memorandum of Understanding, the following entities currently constitute the "Samvera Steering Group:"

• Emory University

Contact: Rosalyn Metz Director of Library Technology and Digital Strategies Rosalyn.metz@emory.edu

University of Hull
 Contacts: Christopher Awre
 Head of Informati

Head of Information Services c.awre@hull.ac.uk Richard Green Consultant r.green@hull.ac.uk

- Indiana University Contact: Jon Dunn Assistant Dean for Library Technologies jwd@indiana.edu
- Leland Stanford Junior University Contact: Mike Giarlo Digital Library Software Engineer and Architect mjgiarlo@stanford.edu
- University of London Contact: Julie Allinson Lead Developer julie.allinson@london.ac.uk
- University of Michigan Contact: John Weise Associate Director of Library Information Technology jweise@umich.edu



- Northwestern University Contact: Carolyn Caizzi Head of Repository and Digital Curation carolyn.caizzi@northwestern.edu
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2 Samvera Partners.

Samvera Partners are institutions, corporations, individuals, or other groups that have committed to contributing to the Samvera community and wish to become fully participating Samvera Partners. They not only use the Samvera technical framework, but also add to it in at least one of many ways, including: code, analysis, design, support, funding, or other resources. Samvera Partners collectively advance the project and the community for the benefit of all participants. Partners get to attend Samvera Partner meetings, provide input on the community and technical direction, and represent Samvera to the broader community. Candidates can join Samvera Partners by being nominated by an existing partner to the Steering Group, and being voted in by the Steering Group. Samvera Partners can be voted out by a majority of the Steering Group members. Partner participation is a privilege not a right. New Samvera partners must



execute the Partner agreement to be countersigned by a designated representative of the Samvera Steering Group.

What are the responsibilities of Samvera partners? Any or all of the following, or the like, as deemed by the Steering Group as valid contributions:

- Samvera application development
- Code contribution to the "core"
- Maintenance of previously contributed code
- Design contribution
- Documentation and sharing of contributions
- Resource coordination
- Recruiting
- Evangelism

IV. Financial Structure

Samvera Partners (whether originating or new) are each individually responsible for their financial expenses; however, they intend to share certain common project costs, including code management and hosting of Samvera. As part of its planned review of the structure and operations, the Steering Group will provide a structure for such sharing of specific financial obligations and shall propose specific agreements from time-to-time to address those costs. However, the Steering Group does not have the authority to commit institutional resources of any of the Samvera Partners.

V. Term and Termination

The Samvera Steering Group is committed to establishing Samvera as an ongoing collaborative project. The vote of a majority of the Steering Group may, however, serve to dissolve this Memorandum of Understanding and with it, Samvera as a formal organization. Similarly if no action is taken under this Memorandum of Understanding for a period of three years, it is dissolved.

VI. Additional Understanding of the Originating Samvera Steering Group Members

The original signatories to this Collaboration and Partnership Memorandum of Understanding acknowledge and agree that all intellectual property including but not limited to software/code that each has contributed to the Samvera Community is, and is intended retrospectively, to be governed by the same terms outlined in Section II. "Intellectual Property Licensing and Ownership." For avoidance of doubt, each signatory hereto specifically agrees that existing software/code contributions provided on Attachment A are and shall be governed by Section II 3.



ACKNOWLEGED AND AGREED TO:

Emory University Printed Name: Rosalyn Metz	Date
University of Hull Printed Name: Chris Awre	Date
University of Hull Printed Name: Richard Green	Date
Indiana University Printed Name: Jon Dunn	Date
Leland Stanford Junior University Printed Name: Mike Giarlo	Date
University of London Printed Name: Julie Allinson	Date
University of Michigan Printed Name: John Weise	Date
Northwestern University Printed Name: Carolyn Caizzi	Date
University of Virginia Printed name: Robin Ruggaber	Date



Attachment A

Existing Software/Code Governed by Section II 3

Hydra-head Hydra-jetty OM Active-Fedora Solrizer Solrizer-Fedora Rubydora Jettywrapper



Attachment A

Existing Software/Code Governed by Section II 3

Hydra-head Hydra-jetty OM Active-Fedora Solrizer Solrizer-Fedora Rubydora Jettywrapper



Samvera Community Partner Letter of Agreement

For the purposes of this Partner Letter of Agreement "Samvera Community" or "Samvera" shall mean the inter-institutional collaboration to build a common, open source framework for multi-function, multi-purpose, repository-powered applications referenced herein. Samvera's ultimate objective is to produce a community-sourced, sustainable application framework that provides rich and robust repository-powered solutions as an integrated part of an overall digital content management architecture.

The Samvera Community Collaboration and Partnership Memorandum of Understanding, as amended from time to time (hereinafter "Samvera MOU") which is attached to this letter agreement and incorporated herein by reference describes the project background, intellectual property licensing and ownership, project membership and governance, the responsibilities of the <u>Samvera Steering Group</u> members (a current list of which can be found at https://wiki.duraspace.org/display/samvera/Samvera+Steering+Group+membership) and the

responsibilities of Samvera Partners. As provided in the MOU:

Samvera Partners are institutions, corporations, individuals, or other groups that have committed to contributing to the Samvera community and wish to become fully participating Samvera Partners. They not only use the Samvera technical framework, but also add to it in at least one of many ways, including: code, analysis, design, support, funding, or other resources. Samvera Partners collectively advance the project and the community for the benefit of all participants. Partners get to attend Samvera Partner meetings, provide input on the community and technical direction, and represent Samvera to the broader community. Candidates can join Samvera Partners by being nominated by an existing partner to the Steering Group, and being voted in by the Samvera Steering Group. Samvera Partners can be voted out by a majority of the Samvera partners must execute the relevant Partner agreement to be countersigned by a designated representative of the Samvera Steering Group.

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 terms outlined in the Samvera MOU. The applicant has been nominated by an existing Samvera Steering Group Member.

Entity	Authorized Signature	Date	
Authorized Signer's Printed Name		Title	
Nominated by:	(Steerin	(Steering Group Member)	
Application Accepted by the Samvera S	Steering Group:YesNo	Date:	
Samvera Steering Group Authorized Si	gnature:(Name))	