COLUMBIA UNIVERSITY

IN THE CITY OF NEW YORK

VICE PRESIDENT FOR INFORMATION SERVICES
AND UNIVERSITY LIBRARIAN

May 24, 2012

Thomas J. Cramer
Chief Technology Strategist
Stanford University Libraries
210 Meyer Library
Stanford, CA 94305-6069
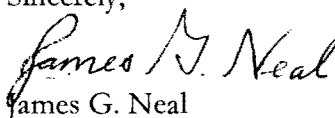
Dear Hydra Steering Committee:

Thank you very much for nominating Columbia University Libraries/Information Systems (CUL/IS) as a Hydra Partner. We fully accept the principles of the Hydra enterprise, namely "to build a common, open source framework for multi-function, multi-purpose, repository-powered applications." The Fedora/Hydra framework is now a mission-critical part of Columbia's digital library, its institutional repository and its digital preservation infrastructure. Participating in its support and development is of deep strategic importance to us. We at Columbia recognize that ongoing investments of time and resources to open-source initiatives like Fedora and Hydra are the only viable path for the effective development and ongoing sustainability of our digital enterprise into the future.

As you may know, CUL/IS implemented Fedora in 2008, and we have been gradually populating the repository and building out our Fedora-based digital asset, preservation and publishing platforms. Our recent implementation of the Hydra framework has already brought significant benefits and promises many more.

Two staff members within CUL/IS -- Ben Armintor and James Stuart -- are already Fedora and Blacklight committers, respectively, and have contributed constructively to the development of those two projects. Ben Armintor has in fact already begun to contribute to the Hydra codebase and has expressed his eagerness to continue to do this as well as to help the project in other ways. Based on his prior work at Columbia, I have to believe that his contributions will be valuable and of high quality. Columbia is also prepared to engage in Hydra "evangelism" through informal and formal presentations to others.

We welcome the opportunity for partnership here. We would like also to express our gratitude to the Steering Committee and others who helped imagine and build Hydra and are now working to turn it into a sustainable program.

Sincerely,

James G. Neal

James G. Neal
Vice President of Information Services
and University Librarian

Hydra Project
Partner Letter of Agreement

Hydra is an inter-institutional collaboration to build a common, open source framework for multi-function, multi-purpose, repository-powered applications. 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.

The **Collaboration and Partnership Memorandum of Understanding of the Hydra Originating Steering Group Members** (hereinafter "Hydra 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 four Hydra Steering Group members (Stanford University, University of Virginia, University of Hull, and MediaShelf LLC) and the responsibilities of Hydra Partners. As provided in the MOU:

> *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.*

By executing this letter agreement, the entity named below indicates its wish to join the Hydra Project as a Hydra Partner and further confirms that it has reviewed, understands and agrees with the terms outlined in the Hydra MOU. The applicant has been nominated by an existing Steering Group Member.

Columbia University	*James G. Neal*	*5/24/12*
Entity	Authorized Signature	Date

James G. Neal	VP for Info Services/Univ Librarian
Authorized Signer's Printed Name	Title

Nominated by:_____(Steering Group Member)

Application Accepted by the Hydra Steering Group: _____Yes_____No   Date:_____

Hydra Steering Group Authorized Signature:_____
<div align="center">(Name)</div>

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
     robin.ruggaber@virginia.edu

   - 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.

hydra

ACKNOWLEGED AND AGREED TO:

_____   12·03·28
Stanford University   Date

_____   3·26·12
University of Virginia   Date

_____   4·12·12
University of Hull   Date

_____   3·27·2012
MediaShelf, LLC   Date