



Memorandum of Understanding between LYRASIS and VIVO for 2020 - 2021

Background

LYRASIS, a not-for-profit membership organization of more than 1000 libraries, museums, and archives, supports enduring access to our shared academic, scientific and cultural heritage through leadership in open technologies, content services, digital solutions and collaboration with archives, libraries, museums and knowledge communities worldwide.

VIVO is an open source software and ontology for representing scholarship ("VIVO"). VIVO is an unincorporated community of members and sponsors committed to improving and promoting VIVO around the world to the benefit of scholarship everywhere. VIVO is led and represented by a governance body called the VIVO Leadership Group and its chairperson is elected by its members (the "VIVO Leadership Group Chair").

LYRASIS and VIVO wish to set forth in this Memorandum of Understanding (this "MOU") the ways in which they intend to work together (such work on the terms set forth below is referred to in this MOU as the "Agreement").

The parties acknowledge that this MOU is not a binding agreement under which the parties intend to work in good faith in a productive relationship that benefits both LYRASIS and VIVO.

I. Tenets of the Agreement

The following shall be the guiding tenets of the Agreement:

1. Mission Alignment: LYRASIS and VIVO will promote and advocate for open data, research, and access to make scholarship in all forms more open and easily discoverable.
2. Resources: LYRASIS will bring a stable financial foundation and proven fundraising track record. VIVO will sustain its efforts through in-kind and financial contributions.
3. Mutual Support: LYRASIS and VIVO will work together for mutual support and advocacy. The success and health of each depends on the other, and both parties will work towards building a strong project and a strong organizational home for the Agreement.

II. LYRASIS Responsibilities

LYRASIS's responsibilities under the Agreement entail the following:

1. Business Infrastructure: Provide an organizational and legal home for VIVO, including business insurance, vendor/banking relationships, business licenses, legal documents, organizational financial/accounting management, accounting/transaction infrastructure, and human resources.
 - a. Financial Management: Provide accounting and financial reporting services for VIVO as follows:

- (i) Maintain accounting protocols that segregate the funds, revenues and expenses for the VIVO from other LYRASIS books and records (the “VIVO Account”), with any surplus funds held in the VIVO Account to be used for the advancement of the goals of the Agreement consistent with the budgets approved by the VIVO Leadership Group.
 - (ii) Disburse VIVO funds in payment of LYRASIS’s Fees (described in Article IV below) and otherwise in accordance with the budgets approved by VIVO leadership (including bills, expense reimbursements)
 - (iii) Provide VIVO quarterly financial statement to the VIVO Leadership Group.
 - (iv) Collaborate with the VIVO Leadership Group on annual budget development.
2. Executive Support: Support VIVO governance. Executive management participation and consultations for strategy based on ITAV philosophy (e.g. access to C Suite staff/senior director/director of other divisions)
3. Infrastructure: Provide tools to facilitate community collaboration, including wiki space, web site, JIRA, OpenVIVO hosting, Zoom, and CRM.
4. Technical Coordination, Development and Technical Support: Allocate 50% of the time of a LYRASIS FTE to VIVO ¹ to provide technical coordination as follows:
 - a. Technical Coordination
 - a) Organize and chair meetings of VIVO contributors and coders
 - b) Organize and facilitate sprints
 - c) Organize development activities at VIVO events
 - d) Represent and present on behalf of VIVO at conferences and meetings of other organizations
 - e) Develop architecture and other documents for VIVO in collaboration with VIVO members
 - b. Development and Technical Support: Contribute to development of VIVO code, particularly in support of release candidates.
5. Membership Coordination:
 - (a) Allocate 10% of the time of one LYRASIS FTE to VIVO to provide membership coordination as follows:
 - (i) Lead regular membership meetings
 - (ii) Collaborate to develop VIVO membership value proposition and membership prospect strategy
 - (iii) Provide regular assistance/guidance with specific prospects/issues
 - (iv) Provide membership billing support. Coordinate logistics for VIVO membership renewal process, update billing contact data in the LYRASIS CRM, send renewal notices to current members, invoice members, follow up on invoice collection, track and maintain membership campaign progress. Coordinate logistics for periodic VIVO new prospect mass email effort, provide templates/data for emails and send out prospect emails.
6. Global Membership Recruitment/Development: Provide global membership engagement and outreach services including promotion of VIVO at meetings, conferences and events and to national organizations, and institutions around the world aiming at increasing the number of VIVO members.
7. Administrative support:
 - a. Manage member contact data in support of annual elections (updating VIVO Liaisons, etc.).

¹ Percentages of time for Tech Lead and Membership Coordination are dependent on sufficient membership revenue and is approved by VIVO by the budget process. VIVO directly funds .50 tech lead, .10 membership support, and .20 executive management. Other staffing elements such as communications/outreach/marketing, HR, administrative support, infrastructure, business infrastructure/fiscal management, and business development are included in the IDC.



- b. Provide support for webinars
- c. Provide support for VIVO Conference communications.
- d. Provide support for VIVO Camp registrations including registration page, managing registrants, serving as event contact and regular registration reporting.
8. Communications, Outreach & Marketing: consultation with the Member Communications, Member Outreach and Administrative staff; communications outputs or strategy such as newsletters, Support distribution of newsletters, LYRASIS Digest and the Member Newsletter, per annual schedule.
9. Business Development:
 - a. Provide support to VIVO as they seek new revenue sources.
 - b. Provide program management for Service Provider program related to VIVO.

III. VIVO Responsibilities

The VIVO responsibilities under the Agreement entail the following undertakings:

1. Develop and execute a strategic action plan for VIVO, including vision, development roadmap, resources, governance and structure, and community development.
2. Manage the budget on behalf of VIVO, including approving expenditures and financial agreements having to do with the Agreement.
3. Develop the VIVO membership strategy, plan and execution.
4. Determine governance for VIVO, and name representatives of VIVO to execute the terms of this agreement.
5. Write and post news/blog posts, maintain/update website for VIVO, wiki and technical documentation, present/represent VIVO at conferences/meetings.
6. Plan and organize webinars, training camps, VIVO Conference, VIVO breakouts at the LYRASIS Summit agenda and other events.
7. Collaborate to provide supervision for all LYRASIS fractional employees.
8. Organize and lead efforts to develop VIVO, its ontology, documentation, and related tools and services.
9. Identify and pursue new revenue sources - consulting work, joint ventures, grants, and new service providers as part of the LYRASIS Service Provider program.
10. Confer one voting seat to LYRASIS on the VIVO Leadership Group for the period of this MOU.

IV. Term and Fees

The term of this MOU shall be the period July 1, 2020 through June 30, 2021. The term shall automatically renew for successive one-year periods unless earlier terminated as set forth below.

Of the revenues generated by the Agreement, LYRASIS standard indirect cost rate of 42.3% is applied to direct program expenses (plus any fees for work requested under the Agreement from LYRASIS under "Additional Services" as set forth below or otherwise outside the scope of this Agreement) will be transferred by LYRASIS from the VIVO Account to LYRASIS's general operating accounts. This cost includes services included above such as: Executive management; Human resources support for employees and contracts; Business/Financial infrastructure; Business Development, Technical resources for wiki; consultation with Member Communications, Member Outreach, and Administrative Staff; Global Membership support; Communications outputs or strategy such as newsletters and administrative support for elections. Such amount shall be in recognition of the contributions made by LYRASIS to the Agreement pursuant to Articles I above and IV below and shall be deemed



“Fees” for purposes of this MOU. The balance of such revenues shall remain in the VIVO Account after Fees are withdrawn shall be used to fund initiatives of the Agreement in accordance with budgets and other business initiatives approved by VIVO. For any year of the term where there is a deficit in the VIVO Account, such deficit will be carried forward and applied against the VIVO’s income in the next fiscal year.

V. Additional Services

In addition to the contributions set forth above, LYRASIS shall provide the Agreement with other services as may be agreed upon from time to time, based on availability. Each of these services will require an additional fee to be agreed upon in advance. Additional Services may include:

1. Legal Consultation: Contracting with appropriate attorneys for legal services on behalf of VIVO.
2. Execution of Contracts: LYRASIS executive leadership will represent VIVO’s interests in the negotiation, execution, and administration of contracts consistent with the guidance provided by the VIVO Leadership Group.
3. Event Support: Assistance with the logistics related to VIVO events beyond registration and promotion.
4. Granting Support: Assistance with the application for and administration of grant funds.

VI. Termination

Because this is a non-binding Memorandum of Understanding, either party may terminate this MOU at any time and for any reason or no reason. Nevertheless, each party acknowledges its present intention to act in good faith and provide the other party with not less than 90 days prior written notice of any termination.

In the event this MOU is terminated or LYRASIS ceases operations, LYRASIS will as promptly as reasonably practicable and to the extent permitted by its Certificate of Incorporation, by-laws and applicable law, use its best efforts to transfer the balance of any VIVO funds held in the VIVO Account (less any Fees due to LYRASIS as set forth above and any transfer costs) to a not-for-profit entity designated by the VIVO Leadership Group.

In the event that the VIVO Leadership Group does not designate such an entity within ninety (90) days of the effective date of termination or if, on the advice of its legal counsel, LYRASIS determines that it is prohibited by its Certificate of Incorporation, by-laws or applicable law from transferring such funds to the party designated by the VIVO Leadership Group, then unless the VIVO Leadership Group designates a different entity that LYRASIS is permitted to transfer such funds to in compliance with its Certificate of Incorporation, by-laws and applicable law within ninety (90) days of the effective date of termination, LYRASIS may retain such funds and use them for working capital and such other general corporate purposes as LYRASIS determines in its sole discretion to be in its best interests.

VII. Other Terms and Conditions

Nothing in this MOU shall in any way be construed to create a partnership, joint venture or employer-employee relationship between the parties or their representatives. This MOU shall be governed by the laws of the State of Georgia.



Accordingly, the undersigned parties below acknowledge their present intention to work together in good faith with respect to the Agreement on substantially the terms set forth above.

For LYRASIS

A handwritten signature in blue ink, appearing to read "J. [unclear]".

June 17, 2020

Date

For VIVO

A handwritten signature in black ink, appearing to read "Julia K. [unclear]".

Julia Trimmer, on behalf of the VIVO Leadership Group
June 17, 2020