

# LYRASIS-Samvera Memo of Understanding (MOU)

April 17, 2020

## Executive Summary

Samvera and LYRASIS would like to continue working together to support the Samvera community. Following discussions with Samvera Steering, LYRASIS will continue to provide Fiscal Services and “pass through Salary” for one fiscal year with a check in point and one additional one-year renewal. During this time Samvera and LYRASIS will explore opportunities for LYRASIS to serve as the Organizational Home for Samvera.

## Fiscal Sponsor

LYRASIS will continue as the fiscal sponsor for Samvera.

## LYRASIS provides to Samvera:

1. Business infrastructure: provide a fiscal and legal home for the program including business insurance, vendor/banking relationships, business license, mail/check deposit management, organizational financial/accounting management, accounting/transaction infrastructure, and organizational audit/tax services.
  - a. Accept copyright assignment from University of California system institutions and any other institutions requiring assignment be given to a third party.
2. Community infrastructure: provide tools to facilitate community collaboration, including wiki space, and domain name registration and DNS management for samvera.org.
3. License agreements: Hold Contributor License Agreements and appropriate code licenses/copyright grants on behalf of Samvera.
  - a. Negotiation and contracting for appropriate attorneys for trademarks.
4. Community Financial Management: Provide Samvera-specific financial services per the following:
  - a. Maintain the Samvera Community funds in a separate business unit, only to be used for the community
  - b. Disburse the Samvera Community funds at the direction of the Samvera Steering Group or its designee (including bills, expense reimbursements)
  - c. Provide Samvera quarterly Financial Statement of Activity, Financial Statement of Financial Position, and Membership Dues Report to the Financial Subcommittee of the Samvera Steering Group
  - d. Provide additional reports on invoice issuance and payments on request during the peak fundraising period May - July
5. Invoice administration: coordinate the logistics for annual invoicing including sending contributor invoicing and managing the annual contributor renewal process (done via batch processing)

### Samvera Responsibilities:

The Samvera Community shall be responsible to provide:

1. A designated contact person for fiscal and other activities
2. Samvera Steering will provide a budget for the next fiscal year no later May 1<sup>st</sup> preceding the start of the upcoming fiscal year.
3. Oversight of budgets on behalf of the Samvera Community including approving expenditures and financial agreements having to do with the agreement
4. Responsibility for recruiting and maintaining Samvera partners as required to maintain financial stability of the program.
5. Governance for the Samvera Community and identification of named representatives of the Samvera Community to execute the terms of this agreement.
6. Ongoing development of Samvera, its documentation, and related tools and services.
7. Management of partner and contributor agreements

### **“Pass Through Salary”**

LYRASIS will continue its special “pass through salary” arrangement with Samvera for a limited time.

- There is currently a “pass through” with University of Hull for Richard Green’s time through July 2020. That will need to be extended through October 2020 or by up to three months following the hire of a new Community Manager, whichever comes later, in order to provide overlap for purposes of training and knowledge transfer and support for the Samvera Connect conference (being held virtually in October 2020)..
- We would add an additional “pass through” with Emory for a new Community Manager to be hired in 2020.
- There would be two concurrent pass throughs for 3-4 months.
- University of Hull
  - Any remaining travel and other expense reimbursements will be handled by University of Hull
  - No regular overhead costs will be added to this transaction. University of Hull will manage any overheads required through the contractual agreement with the staffer.
- Emory University
  - Emory will send LYRASIS an invoice to be paid.
  - We will arrange the pass through as a single transaction at the start of the Community Manager (likely effective July 1, 2020).
  - Travel and other expense reimbursements will be handled by Emory
  - Emory will oversee the hiring and management of the new person directly.
  - No regular overhead costs will be added to this transaction. Emory will manage any overheads required through the contractual agreement with the staffer.

Note, this “pass through” will not give Samvera access to other Organizational Home services such as HR, ITAV, marketing, outreach, member support, executive support, or other LYRASIS programs such as Catalyst Fund, Leaders Circle/Leaders Forums or LYRASIS Annual Member Summit.

### **Additional Services**

In addition to the contributions set forth above, LYRASIS shall provide Samvera 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 include:

1. Legal Consultation: contracting with appropriate attorneys for legal services on behalf of the Samvera Community.
2. Execution of Contracts: LYRASIS executive leadership will represent the Samvera Community's interest in the negotiation, execution, and administration of contracts consistent with the guidance provided by the Samvera Steering Group.
3. Event Support: assistance with logistics related to Samvera events.
4. Grant support: assistance with the application for and administration of grant funds.

### **Termination**

Either party may terminate this agreement at any time and for any 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.

### **Terms and Fees**

LYRASIS will continue to provide Fiscal Services and "pass through salary" for one fiscal year with a check in point 60 days before the renewal date and one additional one-year renewal. During this time Samvera and LYRASIS will explore opportunities for LYRASIS to serve as the organizational home for Samvera.

The agreement is effective July 1, 2020 – June 30, 2021 with a renewal for July 1, 2021-June 30, 2022.

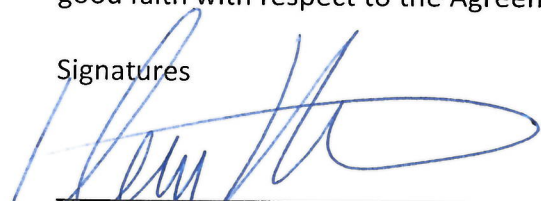
Costs for fiscal services and pass through agreement are \$ 20,000 annually to be paid at the beginning of the year. Second year costs should be revisited 90 days before the renewal.

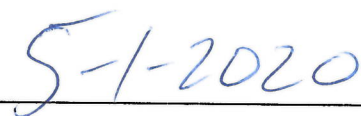
### **Other Terms and Conditions**

Nothing in this agreement shall in any way be construed as a partnership, joint venture or employer-employee relationship between the parties or their representatives. This agreement 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 the terms set forth above.

Signatures

  
\_\_\_\_\_  
Vern Ritter, On behalf of LYRASIS

  
\_\_\_\_\_  
Date

*Jon W. Dunn*

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On behalf of Samvera

Jon W. Dunn  
Chair, Samvera Steering Group

5/4/2020

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Date