

To: FOLIO SMLLC
From: {Organization}
Re: Memorandum of Understanding – FOLIO Membership and Resource Commitment

This memorandum is to confirm an agreement between {Organization} and FOLIO SMLLC (hereafter referred to as FOLIO) that {Organization} shall be considered a “Member Organization” in FOLIO by virtue of their commitment to resources in this Memorandum of Understanding (MOU). In doing so {Organization} recognizes that the FOLIO Project requires significant resources in order to accomplish its objectives, and the commitment of {Organization’s} resources will further progress. Additionally, {Organization} supports FOLIO’s Vision, Strategic Objectives and [the governance model for FOLIO](#), and agrees to abide by community practices and the following principles:

- Open, transparent and respectful collaboration
- Enable local decision making authority wherever possible
- Create a sustainable community and ecosystem that is open and neutral for all community participants

In addition to the benefits {Organization} will derive by participating in the open FOLIO community (including participation in SIGs, advisory groups and open dialog), because it has committed resources and established itself a Member Organization, {Organization’s} employees and supported contractors will be eligible to be elected to each of the governance councils of FOLIO - Community Council, Product Council and Technical Council. Consistent with the governance stipulations, {Organization} may have up to one elected representative on each of the councils. Note representation on these councils is not guaranteed, rather representation is subject to the results of community elections. There is no limit on the number of candidates from {Organization} for any election.

{Organization} realizes that timelines for Community deliverables can only be achieved with reasonable oversight, planning, discussion, and alignment. It agrees to work within the timelines and management structure established by the FOLIO councils. It agrees to provide reasonable notice (preferably a minimum of 4 weeks) to FOLIO if any contributed staff are to be removed from the project. The FOLIO Product Council and its designees will be responsible for daily assignments to ensure that those contributions meet the priority needs of FOLIO.

{Organization} agrees to a commitment of XXX USD as part of its member fee.

Additionally it agrees to a commitment of XXX total FTE comprised of these skill sets:

- YYY Developer
- ZZZ Product owner

These commitments secure {Organization’s} membership through June 2022.

This Memorandum will be in effect from the date of signing, and renews annually on July 1st. The Memorandum can be amended with agreement by both parties. The Memorandum can be terminated with 60 days’ notice by either party with no cause.

Intellectual Property and Licensing

{Organization} agrees that all work products of FOLIO – including all work done by contributed staff under direction of FOLIO – is contributed to FOLIO and the Open Library Foundation and is subject to the Apache v2.0 or successor license, as defined [in the Contributor License Agreement](#).

For	{Organization}	FOLIO Project
Date	<i><Date of Signature></i>	<i><Date of Signature></i>
Signature	<i><Signature of Authorized Representative></i>	<i><Signature of Authorized Representative></i>

APPENDIX

Each membership level conveys certain benefits, including a number of tickets to WOLFcon, sponsored acknowledgement on websites, and other marketing opportunities.

Level	Annual Commitment	Benefits
Nurturing Partner	\$80,000+	<ul style="list-style-type: none"> • 10 Seats at annual WOLFcon conference • 2 reserved sessions at WOLFcon conference • Featured speaker for the FOLIO Plenary at WOLFCon • 2 Reserved FOLIO Forum presentations • Extra Large Logo display on folio.org website
Enabling Partner	\$50,000	<ul style="list-style-type: none"> • 10 Seats at annual WOLFcon conference • 1 reserved session at WOLFcon conference • Reserved FOLIO Forum presentation • Large Logo display on folio.org website
Empowering Partner	\$25,000	<ul style="list-style-type: none"> • 5 Seats at annual WOLFcon conference • 1 reserved session at WOLFcon conference • Reserved FOLIO Forum presentation • Large Logo display on folio.org website
Sustaining Partner	\$10,000	<ul style="list-style-type: none"> • 2 Seats at annual WOLFcon conference • Medium Logo display on folio.org website
Supporting Partner	\$5,000	<ul style="list-style-type: none"> • 1 Seat at annual WOLFcon conference • Medium Logo display on folio.org website
Assisting Partner	\$2,500	<ul style="list-style-type: none"> • Medium Logo display on folio.org website
Contributing Partner	10 hours/week personpower	<ul style="list-style-type: none"> • 1 Seat at annual WOLFcon conference • Small Logo display on folio.org website