

Sakai Foundation Partners Program Agreement

Section 1: Background

The Sakai Foundation evolved from the original Sakai Project (funded in part by the Andrew W. Mellon Foundation) and the Sakai Educational Partners Program (funded in part by the William and Flora Hewlett Foundation). The Sakai Foundation was established and incorporated in 2005 to continue to develop the Sakai software and community. The Foundation is a Michigan nonprofit corporation organized on a membership basis. The Partners Program members shall be the members of the corporation. The use of the terms partner or partners shall in no way create a legal partnership between the Sakai Foundation and any, or all, of its members.

Section 2: Objectives

The Sakai Foundation Partners Program provides financial support to the Sakai Foundation. The objectives of the Sakai Foundation include working to:

- actively develop a large, self-sustaining community of organizations and individuals that share the Sakai Foundation's open source vision for leveraging the economics and innovation of common academic software
- carry on a discussion of strategic directions for the Sakai Community as it evolves, focusing on the opportunities of open source, collaborative development of software in the education and research community
- provide support for key Sakai Foundation staff who help coordinate efforts of the Sakai Community
- establish and maintain a Sakai roadmap describing the timing and features directions for Sakai software releases so that partners can make local plans and commitments
- mobilize distributed resources for development and support of Sakai tools
- provide in depth developer and adopter training to the Sakai community
- develop a leveraged support infrastructure for cross-institutional Sakai knowledge
- provide a marketplace for the sharing and exchange of Sakai-based tools that will run in the Sakai framework
- coordinate activities with other organizations, such as JA-SIG, IMS, IEEE, and regional or country-level agencies
- build on the experiences of other open source communities with community development, training and conferences, and to facilitate Sakai community sharing of best practices in development, implementation, and support.

Section 3: The Sakai Foundation Commitment

The Sakai Foundation will:

- Provide a legal home for the Sakai community and Sakai work products as we move into the future.
- Manage and maintain a Sakai community website, wiki, mailing lists and any other tools that will provide Partners Program members with timely information on the Sakai Project and activities at other Partner sites, and to leverage shared economies in Sakai development and user support throughout the Sakai Community.

Section 4a: Sakai Conferences

The Sakai Conferences will have opportunities for training software developers/implementers, discussions by teachers and those interested in pedagogy, and sessions of interest to administrative staff covering Sakai strategy and futures. Members will be allowed to send developers to each meeting for formal training in the Sakai software by the lead technical staff (employees, consultants, or other contractors) of the Sakai Foundation. The focus will be on writing tools for inter-operability and understanding the Sakai tools for local integration. Partners may also send representatives as participants in the other sessions. The Sakai Conferences will continue to provide an opportunity to understand the portfolio of Sakai work underway at Member institutions to aid in tool sharing and planning for local needs.

Section 4b: Sakai Foundation Board Elections

The Sakai Foundation Board is elected by the Sakai Foundation Members and the Sakai Commercial Affiliates Program Members. A representative from each organization in these programs is entitled to vote in the Sakai Foundation Board elections, and thus are the Sakai Foundation Board electors.

Section 4c: Institutional Representation in Community Prioritizations

As the Sakai Community develops, there are increasingly occasions where the Foundation seeks guidance from its members. The development of priorities for tool building and general software directions is an example, where a mechanism has been developed to gather community requirements and poll the community on their prioritization. On these occasions the Members may be asked to provide institutional level input on such issues.

Section 5: Member Commitment

Members will:

- Participate fully in the Sakai Foundation Board elections
- Designate a project point person to communicate with the Sakai staff
- Participate in the Sakai community through providing constructive and timely feedback for all those involved in the community
- Actively participate in directing and shaping the community to meet the needs of member institutions
- Act as advocates for Sakai within their respective institutions, and the larger community
- Provide timely feedback to the Sakai community and staff on any Sakai-related activities undertaken locally
- Actively participate in Sakai Conferences and other activities, covering their own travel expenses

Section 6: Contact Definitions

- Member Officer is the person with authority to vote the interest of the institution or to designate the representative authorized to do so.
- Security Contact is the person to be contacted if security issues arise.
- Billing Contact is the person to whom invoices are sent.

Sakai Foundation Partners Program Agreement

The Sakai Foundation Partners Program (hereinafter called the "Program") has been established by the Sakai Foundation. (*Sakai Foundation Partners Program Member Name* hereinafter called "Member") agrees to participate in the Program as follows:

1. Member agrees to pay one of the following (check one)
 - ___ a one-year Membership fee of \$10,000 in support of the Program.
 - ___ a three-year Membership fee of \$27,000 in support of the Program.
 - ___ a discounted one-year Membership fee of \$5,000 in support of the Program for institutions of fewer than 3,000 Fall student enrollment.
 - a three-year discounted Membership fee of \$13,500 in support of the Program for institutions of fewer than 3,000 Fall student enrollment.
2. Member agrees to participate in the Sakai community as described above.
3. Member will advise the Administrator in writing of the individual assigned as the designated representative to the Program.
4. Member may consult with the Participating Partners and attend meetings related to the Program as described above.
5. Member agrees to bear all costs associated with its participation in the Program as described above.
6. Member will receive access to the Sakai Foundation staff as described above.
7. Member understands that funds provided for the Program will be added to funds from other Members and therefore Member will receive no individual financial reports concerning the disposition of the funds provided by them.
8. Member Officer or Designated Member Representative will receive a reminder for renewal 90 days prior to the expiration of this agreement.
9. The Designated Membership Coordinator is:

Jenn Cummings
Sakai Foundation
P. O. Box 2496
Silverthorne, CO 80498
Phone: 303-254--6600
Fax: 303-495-3812
jenn@sakaifoundation.org

Checks should be made payable to the "Sakai Foundation" and sent to the Membership Coordinator designated above.

10. Contact Information:

Member Officer

Name: _____

Member Institution: _____

Address: _____

Address: _____

Phone: _____

Email: _____

Title: _____

Designated Representative of Member (if different from Member Officer):

Name: _____

Address: _____

Address: _____

Phone: _____

Email: _____

Title: _____

Security Contact:

Name: _____

Address: _____

Address: _____

Phone: _____

Email: _____

Title: _____

Billing Contact (if different from Designated Representative):

Name: _____

Address: _____

Address: _____

Phone: _____

Email: _____

Title: _____

11. Member agrees to participate in the program for the period beginning

_____ (Month/Year).

Signature of Member Officer

Title

Please feel free to contact us with any questions.