



Project ReShare

Member Memorandum of Understanding and Certified Service Provider Addendum

*Approved by Voting Members of ReShare Community
February 2023*

Member Memorandum of Understanding

Project ReShare (ReShare) is a community of libraries, service providers, developers and related organizations supporting an open source, community-owned and driven resource sharing platform for libraries. Project ReShare is organized for the purpose of creating, promoting, and advancing the ReShare software for interlibrary loan, consortial borrowing, and resource sharing purposes among all types of libraries and service providers. Members recognize that Project ReShare will operate as an open community, encouraging wide and diverse participation by libraries, consortia, vendors, service providers, and others aligned with the purpose and mission of this community.

Mission: Project ReShare's mission is to create a community-owned and open approach to library resource sharing systems that sets the standard for how we connect library patrons to the resources and information they require.

Members are admitted by a simple majority vote of the existing membership. See the Project ReShare website and bylaws for more information about the membership process, as well as the Steering Committee's role and composition (<https://projectreshare.org/>).

Each Member appoints a ReShare Voting Representative to represent its organization in Project ReShare business. The Voting Representative is the Chief Administrative Head of the Member organization, or that person's designee as filed in writing with the Project ReShare Steering Committee Secretary.

Participation in Project ReShare requires collaboration and commitment to the community. Members agree to play an active part in Project ReShare, including but not limited to, the provision of consultation, advice, and expertise; participation and active contributions to

community needs; and support for appropriate staff to serve on ReShare committees, task forces, and working groups.

The ReShare fiscal year is July 1st through June 30th.

Annual member fees, which may take the form of in-kind Member contributions, are determined by the Steering Committee to support the activities of the Community.

- Member fees and/or other forms of Member contributions are considered by the Steering Committee in consultation with the applying Member and the wider ReShare Member community.
- Member fees are due to the Project ReShare Steering Committee Treasurer by thirty (30) business days after Member has been notified of admittance of Member.

Members may participate in any and all Project ReShare programs and services at the prevailing costs for those services. Payment of invoices for ReShare Member Fees, programs, and services are due within 30 business days of receipt of invoice.

A Member may resign from membership in ReShare at the end of any fiscal year upon written notification to the ReShare Steering Committee Secretary sixty (60) days before the fiscal year end.

A Member may be terminated at any time by majority vote of the Steering Committee for any of the following reasons:

- (a) Lack of payment of annual Member fees or invoices;
- (b) Violation of ReShare bylaws and policies;
- (c) Failure to comply with the ReShare Community Code of Conduct
- (d) Failure to meet the general membership requirements;
- (e) Lack of voting participation; or
- (f) When deemed necessary for the best interests of the ReShare community.

A Member will receive a written warning of possible termination with an opportunity to cure the reason for termination within sixty (60) days from the date of the written warning.

ReShare and its Members agree not to share confidential information contained in private ReShare documents without express permission from the Steering Committee.

Members agree to indemnify and hold the Project ReShare Community, Steering Committee, and its Members harmless from any claim or demand made by any third party due to or arising out of Members' breach of this Agreement, or Members' violation of any law or right of third party.

This agreement is construed under and governed in accordance with the laws of the State of Michigan.

This agreement remains in force until it is terminated in writing.

Signatures

[Member Organization Name] accepts and agrees to uphold this agreement, and the most current Project ReShare [Bylaws](#), Financial Policy, and Code of Conduct.

Effective Date of Membership:

Member Organization Name:

Voting Representative Signature:

Date Signed:

Voting Representative Name and Title (please print)

For Project ReShare:

Signature

Date Signed:

Full Name (please print):

Chair, Steering Committee

Certified Service Provider (CSP) Addendum

Whereas, _____ **ReShare Member Organization Name** _____ wishes to be recognized as a Certified Service Provider (CSP) for Project ReShare offerings, effective _____ **Date** _____, Project ReShare issues this Certified Service Provider Addendum to describe and govern the additional commitments of each Party to this Agreement.

I. Definition

- A. A **Certified Service Provider (CSP)** is a ReShare Member that demonstrates and agrees to uphold ReShare's Code of Conduct and Certified Service Provider Community Principles and Values, as outlined in this Agreement. In return, CSPs gain community benefits and a preferred status, recognized by Members of the ReShare community.
- B. Certified Service Providers hold a **preferred ReShare Member status**, awarded by a vote of existing ReShare members to those entities developing ReShare or offering ReShare-related services that demonstrate an **exceptional commitment** to ReShare's success and stated community values.
- C. Certified Service Providers are expected to **maintain current membership** in the ReShare community and **uphold community values**, including the Project ReShare Bylaws, Financial Policy, Code of Conduct, and those values outlined in this document.

II. Certified Service Provider Expectations and Responsibilities to Project ReShare

A. Certified Service Provider Community Values

Certified Service Providers recognize their role in reflecting the ReShare community and therefore agree to uphold all community guidelines for participation in Project ReShare, as stated above, and agree to promote its core values.

Certified Service Providers also commit to the following Community Values in all areas of business relating to ReShare directly or indirectly:

1. **Demonstrated Transparency & Trustworthiness**

- a. Use straightforward agreements and contracts with ReShare members, customers, and other vendors / system providers that may interface with ReShare software
- b. Avoid the use of nondisclosure and confidentiality agreements wherever feasible
- c. Those participating in the ReShare's Steering Committee will complete an annual ReShare Conflict of Interest Form disclosing conflicts which may impact the organization's ability to participate in the ReShare community governance structures and decision-making processes
- d. Strive to establish clear pricing of ReShare and ReShare-related services, with transparent list prices and service deliverable schedules made openly available

2. Community Contribution

- a. Contribute back to the community however and whenever able, including timely contribution of code and documentation that is developed independently back to the community through appropriate channels.
- b. Make full implementation and use of recognized open standards and protocols, and offer full support for system interoperability wherein customers have agency to choose the best system(s) and provider(s) for their needs, rather than implementing proprietary technological limitations designed to create "vendor lock-in" and forced choice.

3. Respect for Shared Governance

- a. Agree to work within the community governance structures for shared roadmap prioritization, and to disclose and offer to share any code customization and other development that falls outside of the shared roadmap, wherever feasible and appropriate.

4. Participation, Collaboration & Leadership as Agents of the ReShare Community:

- a. Commit to working with other Certified Service Providers and community members within ReShare's shared governance structure, taking on active participation and leadership roles where appropriate.

5. *Excellence in Service*

- a. Offer capacity to support a high degree of system up-time and a commitment to customers' end-user experience and satisfaction.

III. Project ReShare Responsibilities and Benefits Provided to Certified Service Providers

In return for the commitments Certified Service Providers make to the ReShare community, ReShare commits to providing the following responsibilities and benefits:

1. Recognition as a preferred provider of ReShare or ReShare-related services on the Project ReShare website, including a description of each CSP's respective ReShare services and website URL referral.
2. Reference to and recognition of the specific contributions of CSPs in Project ReShare-sponsored community events and on the Project ReShare website.
3. Community-developed RFP templates and tools, provided by the ReShare community for current and potential future ReShare customers / users, which preference services provided by CSPs.
4. Opportunity for active participation in ReShare governance structures, including eligibility for the ReShare Steering Committee and community roadmap decision-making groups.
5. Access to ReShare Member organizations and community engagement through ReShare communication channels and working groups.
6. Access to shared ReShare development tools and financial resources secured by the community, including but not limited to:
 - i. Funded development efforts
 - ii. Shared development and collaboration tools
 - iii. Test data
 - iv. Other support determined annually depending on available funding and per articulated community needs

III. Certified Service Provider Addendum Signatures

__[Organization Name]_____ has been granted Certified Service Provider by approval of the ReShare community. [Organization Name] acknowledges and agrees to uphold the terms of the Project ReShare Certified Service Provider Addendum.

The term of this Agreement shall remain in effect for an initial one year and will automatically renew for successive one year terms, unless terminated by either party according to the terms of the Member Agreement.

_____ Voting Representative Full Name and Title

_____ Voting Representative Signature

_____ ReShare Member Organization Name

_____ Date Signed