



Software Preservation Network Sustaining Membership and Sponsorship Agreement

1. Executive summary

This Software Preservation Network Sustaining Membership and Sponsorship Agreement governs membership in the Software Preservation Network, an independent, community-led membership association administered by the Educopia Institute. The Software Preservation Network includes colleagues from design firms, public libraries, history of computing museums, research data archives, university libraries, and the open source software community. SPN connects and engages the diverse communities of information and communication technology, cultural heritage preservation, law, public policy, social science, arts, and humanities organizations that create, use, and curate software.

This Agreement defines the terms and conditions of the agreement made between Members and the Software Preservation Network. This Agreement provides a framework for arranging relationships but remains sufficiently flexible to address the evolving needs of the Software Preservation Network and Members in a changing technological and legal landscape.

2. Overview

2.1 What is the Software Preservation Network

The Software Preservation Network (SPN) is an independent, community-led membership association. The initial concept and design of SPN was presented at the Society of American Archivists (SAA) annual meeting in 2014. Supported by an IMLS-funded national forum in 2016, SPN established working groups and a community roadmap. From 2017-2019, it developed its mission, vision, and values, and mapped working group activities to its strategic goals. From 2019-2020, it was seed-funded by Educopia, with financial



contributions from a number of founding members. Since late 2020, financial support for the community has been funded by member organizations and Educopia has provided administrative hosting for the community.

SPN believes that software should be curated and preserved because it is both a dependency to access existing digital data and because it has intrinsic cultural, scientific, and research value due to its mediating role in our lives. Software is critical information infrastructure.

2.2 What is this agreement

This Software Preservation Network (SPN) Sustaining Membership and Sponsorship Agreement articulates, and informs potential Sustaining Members and Sponsors about, the rights and responsibilities of joining SPN and establishes the framework for ordering legal relationships among the Sustaining Members and Sponsors such as payment of dues and fees, duration of membership, and other facets of the relationship. The Agreement binds Sustaining Members, Sponsors, SPN, and any successors in interest to certain conditions specified within it. It also gives some certainty to SPN relationships while remaining sufficiently flexible to address the evolving needs of SPN and Sustaining Members and Sponsors in a changing technological and legal landscape. In the event of conflicts between SPN policies and procedures and the Agreement, the Agreement ultimately controls interpretation and application of benefits and responsibilities of Sustaining Members and Sponsors in SPN.

More importantly, the Agreement also articulates the rights and responsibilities of all Sustaining Members and Sponsors in order to represent those rights and responsibilities as shared goals. Thus, as a fundamental condition of this Agreement, the Software Preservation Network, Sustaining Members, and Sponsors agree that flexibility and modification are equally important to a strict application of this Agreement in ordering the respective relationships of this association and in manifesting the intent of the parties that cooperate within it.



3. Membership Types and Fees

3.1 Overview

The Software Preservation Network has worked to create a space where organizations from industry, academia, government, cultural heritage, and the public sphere can contribute their myriad skills and capabilities toward collaborative solutions that will ensure persistent access to software and software-dependent objects.

An organization can join SPN as a Sustaining Member or a Sponsor. Sustaining membership is \$5,000 a year. Sponsors may join SPN as either Maintenance Sponsors (\$10,000 or above/year) or Implementation Sponsors (\$4,000 or above/year). Any individual who abides by the SPN Code of Conduct can participate in SPN working groups, community calls, or activities (excluding those available only to dues-paying organizations) without paying dues or fees.

Sustaining Members

Sustaining Members are acknowledged as such on the SPN website, enjoy the ability to self-nominate or be elected to the Coordinating Committee, and receive one vote in SPN elections. They also have access to certain member-only benefits, such as Law & Policy chats. Member-only benefits are based on annual evaluation of community needs, and specific benefit offerings may change as the community's needs change.

Sponsors

Sponsors are acknowledged as such on the SPN website, mentioned in SPN literature, and have the opportunity to send promotional message(s) to the SPN member listserv, depending on their tier. Implementation Sponsors will be able to send one promotional message, and Maintenance Sponsors can send two promotional messages and have the opportunity to present a vendor webinar for the SPN community. Sponsors are also invited to learn alongside SPN members in SPN calls, working groups (at the working group's discretion), or in conversations on the member listserv.

Sustaining Memberships and Sponsorships are auto-renewed each year after signing this initial contract. The minimum term is one year.



Individual Members

An individual can participate in the activities of SPN, including serving on working groups and attending events and meetings. There are also seats available for individual members on the Coordinating Committee. There is no cost to individuals to participate in these SPN activities, and they do not need to sign this agreement, but active participation is a requirement. Inactive individual members who do not respond to requests for an engagement update may be removed after six months of inactivity.

The fiscal year runs from January 1 to December 31. Sustaining membership dues and Sponsorship fees are the primary financial resource for the Software Preservation Network's activities.¹ Checks should be made payable to Educopia Institute and the address for payment is:

Educopia Institute
235 Peachtree Street NE., Suite 400
Atlanta, Georgia 30303

3.2 Rights and responsibilities of Sustaining Members

Each Sustaining Member working with the Software Preservation Network (SPN) receives:

- Eligibility to serve on one of the seven spots available on the Coordinating Committee
- Access to Law & Policy chats and other Sustaining Member-only events
- Voting rights for governance groups
- Access to a research and innovation framework and opportunities to partner with Educopia and other organizations on sponsored projects

Each Sustaining Member of SPN bears responsibility for certain administrative duties and participation in SPN's activities, including:

- Remain in good standing by complying with the Sustaining Membership and Sponsorship Agreement and the Software Preservation Network Code of Conduct
- Designate one individual as the primary organizational contact and voting representative

¹ See SPN Budgetary Framework. SPN is currently operating under the Slim Budget category: <https://www.softwarepreservationnetwork.org/spn-budgetary-framework/>



3.3 Rights and responsibilities of Sponsors

Each Sponsor receives

- Acknowledgement as a Sponsor on the SPN website
- Mention in all SPN literature as a Sponsor
- Opportunity to send promotional message(s) to the SPN member listserv (one per year for Implementation Sponsors and two per year for Maintenance Sponsors)
- Maintenance Sponsors also receive the opportunity to present a vendor webinar for members
- Sponsors also retain the rights of individual members to participate and learn alongside SPN members in SPN calls, working groups (at the working group's discretion), or in conversations on the member listserv.

Each Sponsor of SPN bears responsibility for:

- Remaining in good standing by complying with the Sustaining Membership and Sponsorship Agreement and the Software Preservation Network Code of Conduct
- Separating promotional activities from peer learning activities



SPN Sustaining Members and Sponsors Agreement

This form should be completed by an individual with organizational signature authority for the organization joining the Software Preservation Network as a Sustaining Member or a Sponsor. Signature indicates agreement to the terms and conditions of the document entitled "Software Preservation Network Sustaining Membership and Sponsorship Agreement" of which this is the last section.

This document was last revised **February 2023**.

Upon completion of this form, an invoice will be sent separately to your organization annually for your dues (for Sustaining Members) or fees (for Sponsors). All memberships and sponsorships are on a unified January - December calendar. Prorated invoices for the remaining months of the current fiscal year plus the following year(s) of the agreement are issued for those who join between July and December.

Please print clearly or type information in the spaces provided below, and return this signature form via email to Educopia Billing (billing@educopia.org) or by mail (235 Peachtree St. NE, Suite 400, Atlanta GA 30303). You will receive a countersigned agreement via email. Thank you for joining the Software Preservation Network, and welcome!

Sustaining Member or Sponsor Information:

My Organization, _____, joins the Software Preservation Network as a
_____ Sustaining Member (\$5,000)
_____ Implementation Sponsor (\$4,000 or above/year) at \$_____
_____ Maintenance Sponsor (\$10,000 or above/year) at \$_____

Our initial billing term is for _____ year(s).

Note: This information is for the initial invoice.

Organizations have the option of purchasing:

- *multiple years of membership in one transaction,*
- *one year of membership plus any prorated months left in the current membership year (January - December), or*



- *prorated membership for the rest of the current membership year if the application is signed between January and June.*

*We rely on membership fees to fund the work of the affiliated communities. **If we do not receive written notice of membership cancellation 30 days prior to the end of your membership term, you will be invoiced for the subsequent year. Please email our billing department (billing@educopia.org) to request membership cancellation.***

Signed by an Authorized Representative of the Member Organization or Sponsor:

Signature date: _____

Print Name, Title, and Email:

Billing Name and Address:

Organizational Representative (for voting purposes—Print Name, Title, and Email):
(Sustaining Memberships only)

Signed by an Authorized Representative of the Educopia Institute, which serves as the administrative host for the Software Preservation Network:

Print Name, Title, and Email:
