



## KUALI FOUNDATION PARTNERS

### **Section 1: Foreword**

The Kuali Foundation Inc. was incorporated in May 2006 to foster the continued development of the Kuali software projects (e.g., Kuali Financial System, Kuali Research Administration, etc.) and community. The Foundation is an Indiana nonprofit corporation organized on a membership basis. Partners are members of the corporation. The use of the terms partner or partners shall in no way create a legal partnership between the Kuali Foundation and any, or all, of its members.

### **Section 2: Objectives**

The Kuali Foundation Partners provide financial support to the Kuali Foundation which coordinates activities and services for the Kuali community. The objectives of the Kuali Foundation include working to:

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

### **Section 3: The Kuali Foundation Commitment**

The Kuali Foundation will:

- Provide a legal home for the Kuali community and the various Kuali software products as we move into the future.
- Manage and maintain a Kuali community website, wikis, discussion groups, workgroups,

mailing lists and any other tools that will provide Partners with timely information on the Kuali software products and activities at other Partner sites, and to leverage shared economies in Kuali development and user support throughout the Kuali Community.

#### **Section 4a: Kuali Conferences and Workshops:**

The annual Kuali Conference and semi-annual Kuali Workshop will have opportunities for training software developers/implementers, discussions by functional and technical practitioners and sessions of interest to administrative staff covering Kuali strategy and futures. Members will be allowed to send both developers and functional staff to each meeting for formal training in the Kuali software by the lead technical and functional staff (partner employees, consultants, or other contractors) of the Kuali Foundation. The focus will be on developing both Kuali functional software as well as related infrastructure components and understanding the Kuali software tools for local integration. Partners may also send representatives as participants in the other sessions. The Kuali Conferences and Workshops will also provide an opportunity to engage in sessions related to policies, best practices and training series related to the constituent Kuali initiatives.

#### **Section 4b: Kuali Foundation Board Elections**

The Kuali Foundation Board is elected by the Kuali Foundation Members and the Kuali Commercial Affiliates Program Members. A representative from each member organization is entitled to vote in the Kuali Foundation Board elections per the by-laws of the foundation.

#### **Section 4c: Institutional Representation in Community Prioritizations**

As the Kuali Community develops, there are increasingly occasions where the Foundation seeks guidance from its members. The development of priorities for 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**

The Kuali Foundation is not a vendor of Kuali systems, and members must think of their role as members of the foundation as being stakeholders in the evolution of the software and community. Thus, based on local priorities at their home institution, members are encouraged to:

- Participate fully in Kuali Conferences, Workshops and activities (covering their own travel expenses)
- Participate fully in the Kuali Foundation Board elections
- Designate project point persons to communicate with the various Kuali Software Initiatives' staff
- Share back with the Kuali Community
- Participate in the Kuali community through providing constructive and timely feedback for all those involved in the community
- Actively direct and shape the community to meet the needs of member institutions
- Act as advocates for Kuali within their respective institutions, and the larger community
- Provide timely feedback to the Kuali community and staff on any Kuali-related activities undertaken locally

## Kuali Foundation Partners Agreement

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

1. Member agrees to pay an annual Membership fee per the schedule in Appendix A. Member agrees to participate in the Program for a minimum of 3 years.
2. Member agrees to participate in the Kuali 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 Kuali Foundation staff as described above.
7. Member understands that funds provided for the Partners 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. This agreement may be renewed upon written mutual consent of the parties any time prior to the completion of the 3 year period.
9. This agreement may be terminated by the Kuali Foundation upon thirty (30) days written notice. Financial obligations to the Kuali Foundation will be settled on a pro-rated basis with any excess prepayment returned to Member.
10. The Designated Program Administrator is:

Julie Dreesen, Franklin Hall 116, 601 E Kirkwood Ave, Bloomington, IN 47405.

Designated Representative of Member

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Title: \_\_\_\_\_

11. Member agrees to participate in the program for the 3 years beginning

\_\_\_\_\_ (Date).

\_\_\_\_\_  
Signature of Member Officer

\_\_\_\_\_  
Title

Checks should be made payable to the "Kuali Foundation" and sent to the Program Administrator designated above. If preferred, the Kuali Foundation will generate an invoice with payment information for membership dues upon receipt of the executed agreement, and on the two subsequent anniversaries of the agreement.

\_\_\_\_ Payment is enclosed

\_\_\_\_ Please invoice Billing Contact designated below

Contact Information:

The information requested below is for administrative purposes. For Kualu press releases, only the legal name of your institution and the information you provide under press contacts will be provided, other contact information for you and your institution will be provided only to other Kualu Foundation members.

**Primary Contact:**

Name: \_\_\_\_\_  
(If not the designated representative of member)

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Country: \_\_\_\_\_

**Billing Contact:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Country: \_\_\_\_\_

**Technical Contact:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Country: \_\_\_\_\_

**Press Contact:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Country: \_\_\_\_\_

KUALI FOUNDATION PARTNERS FEES – July 2006

Appendix A:

The Kualu Foundation Partners is the first opportunity for colleges, universities, commercial, and other not-for-profit organizations to join the Kualu Foundation and influence the direction of Kualu’s important mission. Partners will have influence on the future of the organization and software through voting rights to determine the board of directors, and functional/technical priorities.

Colleges and universities differ in their need for and ability to contribute to the Kualu community, and no pricing structure could perfectly account for all these differences. The Kualu Foundation Board recognizes these differences and prices membership based on annual budget (all sources) for single campus memberships. Partners join for an initial three year commitment.

<u>Annual Budget (all sources)</u>	<u>Annual Fee</u>
Over \$750M.....	\$24,500
\$500M-750M.....	\$14,500
\$250M-500M.....	\$ 9,500
Less than \$250M.....	\$ 4,500
Foundations.....	\$14,500
Corporations.....	\$20,000

Members’ fees entitle the institution to have access to any and all software developed by constituent Kualu Software initiatives and to any Kualu Foundation documentation, training and implementation support materials.

In addition to the above fees, partners are also encouraged to tender appropriate staff members to the Kualu Project for specific periods of time. For example, a college or university might assign a staff member to work full time (or half time) under the direction of the Kualu Board to work on a specific feature or need. These can include functional, technical, support, or administrative staff. As a community-based project, doing work is a primary path to influence, quite apart from the significant expertise it builds for the institution, by working alongside other high-level professionals.