

MEMORANDUM OF UNDERSTANDING BETWEEN SUGAR LABS AND SUGAR LABS @ NDSU

This memorandum of understanding (MOU) is made by and between Sugar Labs and Sugar Labs @ NDSU. Sugar Labs is a member of the Software Freedom Conservancy, a New York nonprofit public benefit corporation located in New York, New York, which has received recognition of exemption from federal income tax under Section 501(c)(3) of the Internal Revenue Code (IRC) and classification as a public charity under IRC Sections 509(a)(1) and 170(b)(1)(A)(vi). Sugar Labs @ NDSU is an entity local to region Fargo, North Dakota.

WHEREAS:

- A. The mission of Sugar Labs is to produce, distribute, and support the use of the Sugar learning platform, a free software project.
- B. The mission of Sugar Labs @ NDSU is to foster a culture of smarter computing in the Fargo, ND community by distributing Sugar and supporting the creation of games and activities toward a richer understanding and performance of computer literacy.

THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. Sugar Labs and Sugar Labs @ NDSU agree to establish Sugar Labs in Fargo, ND, a local-to-Fargo entity to do software development, deployment, and support, including providing local and regional technical and pedagogical support; creating new learning activities and pedagogical practice; providing localization and internationalization of software, content, and documentation; and providing integration and customization services.
- 2. Sugar Labs in Fargo, ND:
 - a. will be co-branded entity established in Fargo, ND;
 - b. will have Sugar Labs and Sugar Labs @ NDSU representation on their Fargo team;
 - c. will have web presence at fargoxo.wordpress.com, and/or if necessary at ndsu.sugarlabs.org;
 - d. will appoint a representative to Sugar Labs and to Sugar Labs @ NDSU;
 - e. will not act as an agent for Sugar Labs nor take any action inconsistent with the status of Sugar Labs as a public charity;
 - f. agrees to abide by the principles of Free Software, open communication, and community participation;
 - g. agrees to operate within the scope of the joint learning missions of Sugar Labs.
- 3. Sugar Labs:
 - a. will help identify resources to be utilized by Sugar Labs in Fargo, ND on technical and pedagogical issues;
 - b. will include Sugar Labs in Fargo, ND as part of the global Sugar Labs community;
 - d. will not charge any license fee for the use of the Sugar Labs brand;
 - e. will not collect fees from Sugar Labs in Fargo, ND.
- 4. Sugar Labs @ NDSU: will take ultimate responsibility for Sugar Labs in Fargo, ND: all community programs, public information work, fund-raising events, processing and acknowledgment of cash and non-cash revenue items, accounts payable and receivable, negotiation of leases and contracts, disbursement of Sugar Labs in Fargo’s funds (including grants), and other activities planned shall be the ultimate responsibility of Sugar Labs @ NDSU and shall be conducted in the name of Sugar Labs @ NDSU.
- 5. Termination: Sugar Labs or Sugar Labs @ NDSU may terminate this Agreement at any time subject to a reasonable effort by both parties to reach an accord regarding any disagreements.

Sugar Labs Signature(s): _____ Date: _____

Sugar Labs @ NDSU Signature(s): _____ Date: _____