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Volunteer Infrastructure Agreement & Partner Onboarding MOU

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How This Agreement Is Used

This Memorandum of Understanding ("MOU") establishes the mutual expectations, operational boundaries, and liability protections between **Sky Waters** and partner organizations accepted for donated OpenBSD hosting or custom database systems. It is reviewed and executed prior to technical provisioning.

1. Parties & Purpose

This Memorandum of Understanding is entered into between **Sky Waters** (operating online as **skywaters.org**), an unincorporated community volunteer initiative based in the Twin Cities, Minnesota ("Sky Waters"), and:

Partner Organization:

Primary Contact Organizer:

Contact Email Address:

Community Focus / Location:

WHEREAS, Sky Waters provides donated OpenBSD server capacity, technical consulting, and security hardening to support grassroots mutual aid, tenant advocacy, food equity, and community welfare across Minneapolis and Saint Paul; and

WHEREAS, the Partner Organization wishes to receive donated technical resources while respecting the volunteer nature and operational boundaries of the Collective;

NOW, THEREFORE, the parties mutually agree to the following terms:

2. Scope of Donated Services & Operational Boundaries

2.1 Zero-Cost Donated Resources: Sky Waters agrees to provide the Partner Organization with agreed-upon technical infrastructure at zero service fee. This may include:

- Subdomain routing under *.skywaters.org or custom domain DNS guidance.
- Isolated MariaDB database tables for intake forms, rosters, or inventory.
- Hardened OpenBSD web serving, PHP application execution, and automated edge caching via Cloudflare.
- Guidance on digital safety, 2FA/MFA, and password manager deployment.

2.2 No Employment or Agency Relationship: Sky Waters volunteers are unpaid community members. Nothing in this MOU creates an employment, partnership, joint venture, or agency relationship. Sky Waters does not serve as 24/7 dedicated IT staff, legal counsel, or emergency dispatch.

3. Partner Organization Responsibilities

The Partner Organization agrees to:

- Designate a Technical Point of Contact:** Maintain at least one named organizer responsible for communications with Sky Waters.
- Adhere Strictly to the Acceptable Use Policy:** Never utilize provisioned infrastructure for spam, malware, phishing, cryptocurrency mining, or high-risk regulated data (PHI/credit cards).
- Practice Credential Hygiene:** Enforce strong, unique passwords and multi-factor authentication (MFA) across all administrative accounts.
- Promptly Report Personnel Changes:** Notify Sky Waters immediately if an organizer with database access leaves the organization so credentials can be rotated.

4. Mandatory Independent Offline Data Backups

Affirmative Backup Covenant

The Partner Organization expressly covenants and agrees that it bears sole responsibility for generating and maintaining regular, independent, offline backup copies of all essential organizational records, volunteer rosters, and database entries.

Sky Waters implements automated encrypted snapshot routines for disaster recovery, but makes NO guarantees regarding data durability, point-in-time recovery, or prevention of data loss. Sky Waters shall NOT be held liable for any lost, corrupted, or deleted records.

5. Comprehensive Release & Limitation of Liability

5.1 Complete Release: To the fullest extent permitted by Minnesota law, the Partner Organization, on behalf of itself, its board, members, volunteers, and agents, hereby **RELEASES, WAIVES, AND COVENANTS NOT TO SUE** Sky Waters, its founders, individual volunteer maintainers, and financial contributors from any and all claims, demands, liabilities, damages, or costs (including attorney fees) arising from:

Unplanned downtime, server maintenance, power failures, or network outages.

Data corruption, accidental deletion, or database storage hardware failures.

Security vulnerabilities, unauthorized intrusions, or cyber incidents.

Upstream service cancellations by VPS providers, domain registrars, or Cloudflare.

5.2 No Monetary Damages: In no event shall Sky Waters volunteers be liable for direct, indirect, incidental, punitive, or consequential damages.

6. Term, Offboarding & Data Portability

6.1 At-Will Partnership: Either party may terminate this partnership at any time, for any reason, by providing 30 days written notice by email.

6.2 30-Day Data Export Grace Period: In the event of partnership termination, project sun-setting, or migration to an external commercial host, Sky Waters agrees to provide the Partner Organization with a **30-day window to export all stored MariaDB database dumps (.sql) and static web assets** before server resources are deprovisioned.

7. Acknowledgment & Signatures

By signing below or submitting affirmative electronic confirmation, the authorized representative confirms that they have read, understood, and agreed to this Memorandum of Understanding, the [Terms of Service](#), and the [Acceptable Use Policy](#).

For the Partner Organization:

Organization: _____

Authorized Name: _____

Title / Role: _____

Signature & Date

For Sky Waters:

Sky Waters Community
Initiative: Infrastructure

Coordinator: _____

Role: Infrastructure Maintainer

Signature & Date