

## Memorandum to SPI Board of Directors - Rationale

The goal behind contracting an additional contractor is to cover all tasks which can be met by a non-officer and which aren't currently met by an existing contractor, as well as providing backup as required.



It's not the Board of Directors role to involve itself with SPI day-to-day operations, and the current over-reliance on this causes visible impacts to SPI performance. And while the officers should and are involved with SPI day-to-day operations, they're still volunteers with limited time. Right now, a significant amount of tasks get lost, stale or forgotten. By bringing a new contractor, we ensure all areas have someone responsible and available, and that officers, even with their limited time, are capable to view all tasks which need to be addressed and can focus on what's actually expected of them instead, ensuring SPI remains compliant with all its obligations and efficient.

As SPI is currently set up, an officer might not be aware of something which needs to be done, and even if they become aware of it, the task may require additional information, wasting a precious time without ultimately resolving anything. It's also a side goal to ensure SPI remains transparent, which helps in SPI lack of volunteers, hopefully making the position obsolete over time.

**From this point onwards**, comes the document to be voted during November 11<sup>th</sup> meeting. While a board vote isn't explicitly necessary for this, I wish to involve more our directors.

## **SPI Contractor for Administrative Tasks**

SPI plans in contracting someone to aid with SPI board's administrative tasks.

If you or your company has an interest in working for SPI as an INDEPENDENT CONTRACTOR, please read the instructions below.

- The interested party should fill this SOW and Questionnaire, and submit them to SPI by emailing [vicepresident@spi-inc.org](mailto:vicepresident@spi-inc.org) between 2024-11-12 and 2024-11-18.
- Proposals exceeding SPI's budget won't be considered.
- SPI may conduct an interview if there are too many applications. In this case, you'll be informed by email and the interviews will happen between 2024-11-19 and 2024-11-21.
- In case of an interview, given the contractor will have to work often with SPI associated projects liaisons, SPI may invite them to participate.
- You cannot fill this on someone else's behalf, but you may send this to them.
- You (and your employees, if a company) must have the legal capacity to provide the services to SPI.

**The attached SOW is a draft.** It roughly outlines SPI expectations. You should, however, adjust it to what you (or your company) is/are able and/or willing to meet. In particular, make sure the payment and workload is reasonable, and that the scope of service is the expected and attainable.

In case of questions, you can contact [vicepresident@spi-inc.org](mailto:vicepresident@spi-inc.org) .

Applications will be discussed and selected privately by SPI Board, via private correspondence, between 2024-11-22 and 2024-11-29.

## **CONTRACTOR PRESENTATION**

You should use this page to present yourself. Describe your or your company's involvement with SPI and/or Open Source, any prior experience with the related work, if you or your company provides similar services to others, and any information you deem useful to aid our directors in choosing your contract over others. DO NOT provide any personally sensitive data here: In particular, applications containing explicit mentions of race, religion, political views, age, gender, existing diseases, biometric and/or genetic data, and other personally sensitive data will not be considered and will also be promptly removed from our systems in accordance to applicable privacy laws regarding sensitive personal data.

You should also mention if you were indicated by someone.

## **Services Agreement: Exhibit A-1**

### **STATEMENT OF WORK**

Client: Software in the Public Interest  
Service Provider: «Insert your name, or your company name here»  
Project: SPI Administrative Assistant (Project's Manager / Board Aide)  
Date: November XX, 2024  
MSA Effective Date: December 1st, 2024

#### **1. Summary and Objectives**

Contractor will provide administrative services to SPI, such as HR management, publicity of SPI actions or aiding the Board and Officers by performing the tasks required to allow them to fulfill their duties in an efficient manner.

#### **2. Services**

##### **a. Scope of Services**

- Aid the Secretary in ensuring the archive of SPI agreements and contractors is up to date, and ensure their status (if the contract has expired, if they're in out for holidays and for how long, etc) is accessible;
- Maintain the SPI Board's Request Tracker tickets;
- Maintain a list or Kanban board of outstanding tasks for SPI Officers;
- Keep SPI Officers informed of tasks pending their attention, at least twice every week if they exist;
- Serve as an aide for SPI Board and SPI Officers when requested or necessary;
- [Provide,] maintain and consolidate SPI's publicly available documentation;
- Document Contractor's own tasks and workflows in a similar manner to other SPI contractors;
- Contribute towards SPI's transparency efforts;
- Act as a liaison between SPI and its associated projects when necessary;
- Follow up on associated project demands as necessary;
- Keep SPI membership and the public informed about SPI actions;
- [Perform or] have performed due diligence on contracts and agreements on SPI behalf, verifying SDN/OFAC lists, forwarding to legal counsel when required, comparing them against standard contracts, and any other pertaining task to ensure the contracts and agreements submitted to SPI can be signed by SPI Officers and are not stuck;
- [Perform or] have performed any additional diligence or procedure on SPI paperwork when requested by SPI staff;
- Work with other contractors when requested or required to fulfill SPI legal obligations;
- Aid SPI Membership Committee on its functions, doing or having done diligence on Contributing Membership applications, when requested or necessary;

- Aid Treasury team on their administrative miscellaneous tasks, such as contacting project liaisons to request more information or classifying the task status, upon request.

#### **b. Assumptions**

SPI Officers shall set aside at least one day per week to go through the Contractor deliverables. Failure to do so on SPI side shall not impede payment. Contractor shall keep in touch with SPI Officers nonetheless to ensure they are aware of outstanding tasks.

The list or Kanban board of outstanding tasks should clearly indicate, at minimum, if a task is ready to be picked up by an officer, if it needs input from SPI Board, and a short summary of the task or an hyperlink to where the task details can be retrieved. SPI will provide to the contractor sufficient access to perform his, her or their duties. Contractor will observe and fulfill the applicable privacy laws.

#### **c. Out of Scope**

Contractor is not expected to act on behalf of SPI Board or SPI organization, in accordance to SPI Resolution 2015-06-02.mm.1: Board member accountability;

Contractor is not expected to sign contracts on SPI behalf;

Contractor is not expected to provide legal or accounting advise;

Contractor is not expected to secretary SPI meetings;

Contractor is not expected to participate on SPI decision-making;

Contractor is not expected to install software on SPI machines;

Contractor is not expected to perform any bookkeeping or financial task to SPI;

Contractor is not expected to perform specialized tasks.

### **3. Schedule**

The contractor should check often for new tasks arriving on SPI Board Request Tracker or email.

Services will be provided as needed, at the direction of SPI Officers.

### **4. Deliverables**

Contractor will provide the SPI Board with a monthly report describing the work accomplished during the previous month. Report will be e-mailed to [board@spi-inc.org](mailto:board@spi-inc.org). Contractor shall include the same monthly report along with invoices submitted to SPI at [treasurer@rt.spi-inc.org](mailto:treasurer@rt.spi-inc.org)

### **5. Fees and Invoicing**

SPI shall pay Contractor for the Services according to the following terms. Unless otherwise stated, payment shall be due and payable no later than 30 days after SPI's receipt of an invoice from Contractor.

In consideration of Contractor's services described in this Agreement, SPI shall pay a monthly retainer equal to **USD \$64 per hour** worked in a month. SPI expects, and Contractor estimates, that Contractor will require **thirty two (32) hours per month** to perform the described services. Contractor will get the SPI President's or Vice President's prior written authorization (via e-mail at [president@spi-inc.org](mailto:president@spi-inc.org) or [vicepresident@spi-inc.org](mailto:vicepresident@spi-inc.org)) before working more than forty-two (42) hours in a single month under this Agreement.

[Description of payment terms, eg: Unless otherwise specified in Contractor's invoice, payment will be made via ACH direct deposit.]

## **6. Term**

The term of performance of this agreement shall be the four (4) months beginning on December 1st, 2024. This term can be extended by mutual consent of the Parties in writing by execution and signing of an addendum to this Agreement.

**Software in the Public Interest, Inc.**  
**Independent Contractor Questionnaire**

Software in the Public Interest requires every contractor to provide answers to the questions below to ensure that its relationship with the contractor is compliant with all applicable laws and regulations. Please provide the following information about your business. If you have any questions, please contact: [SPI contact email].

	<b>Contractor Representations</b>
1.	Form of Contractor's business entity (e.g. sole proprietorship, limited liability company, limited liability partnership, or corporation):  _____
2.	Contractor has a business license or is registered to do business by its local state, county, city, or country: True/False  If "True," please provide the business name, address, and phone number:
3.	Contractor maintains a business office that is separate from their home address: True/False
4.	Contractor is in the business of performing the same type of services that will be performed for SPI: True/False
5.	Contractor contracts with other clients to perform the same or similar services that will be provided to SPI: True/False
6.	Contractor has provided the same or similar services to other clients within the last six (6) months: True/False
7.	Contractor will provide the same or similar services to other clients during the term of this Agreement: True/False
8.	Contractor advertises its services to the general public: True/False
9.	Contractor maintains its own tools and equipment and will not rely on tools or equipment provided by SPI to perform the services: True/False
10.	Number of people employed by Contractor: ____

The undersigned represents and warrants that the information provided above is true and correct to the best of their knowledge.

**CONTRACTOR**

Signed:\_\_\_\_\_

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

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

Date: \_\_\_\_\_



**Software in the Public Interest, Inc.**  
**Independent Contractor Additional Questionnaire**

	<b>Contractor Representations</b>
1.	Contractor will use a SPI's email address or a SPI's phone line: <b>True/False</b>
2.	<p>SPI's organization chart refers to the Contractor: <b>True/False</b></p> <p>If true, SPI's organization chart will specify that Contractor is an independent company: <b>True/False</b></p>
3.	<p>Contractor will appear on a SPI's Website or internal / external documentation: <b>True/False</b></p> <p>Contractor (or the name of its employee) will list in SPI's telephone directory like an SPI's employee: <b>True/False</b></p>
4.	Contractor (and its employee) will obtain a SPI's agreement before leaving on holydays: <b>True/False</b>
5.	Contractor will have SPI's business card: <b>True/False</b>
6.	<p>The amount of Contractor fees will change each month: <b>True/False</b></p> <p>Fees will be paid monthly: <b>True/False</b></p>
7.	<p>Fees Contractor will calculate on a hourly or flat rate basis:</p> <p><b>Hourly rate</b></p>
8.	Contractor decides unilaterally the organization, the time work and execution of work: <b>True/False</b>
9.	The Contractor can freely choose the person in charge of the work: <b>True/False</b>

10.	The Contractor mustn't confirm to SPI any worktime table: <b>True</b> /False
11.	SPI doesn't give orders to the Contractor and its employee: True/False