

Memorandum of Understanding

Community Email List Transition

This Memorandum of Understanding describes the shared intent of Vital Communities and the volunteer group currently known as UVLists to continue the operation of Vital Communities' 38 town-specific community email lists in largely the same manner in which they have operated for 22 years under the management of UVLists, while minimizing potential legal liabilities of both entities.

Purpose

Vital Communities and UVLists share the goal of keeping the town-specific community email lists operating during a transition period while responsibility for them is transferred to UVLists.

Term

The parties agree to a 90-day transition period beginning August XX, 2026, and ending November 30, 2026.

UVLists' Role

During the transition period, UVLists intends to assume responsibility for:

- * Day-to-day operation and administration of the lists – full transparency To VC with any non-trivial issues;
- * Supporting list administrators and subscribers;
- * Paying ongoing Electric Embers operating expenses;
- * Maintaining reasonable security, backups, and abuse controls;
- * Forming a nonprofit or finding another community-based legal organization; and
- * Beginning the migration of the lists from Vital Communities' domains and systems to an independent Electric Embers account using the UVLists.org domain.
 - including all subscriber settings (digest/immediate, names, etc.)

UVLists intends to operate the lists in the interests of the 38 communities they serve in largely the same manner with the same posting guidelines as have been used for the past 22 years. Subscriber information will be used only for operating and transitioning the lists and will not be sold or used for unrelated purposes.

Vital Communities' Role

Vital Communities intends to support the transition by providing UVLists with authorization to Electric Embers to switch the lists' domains and also with reasonable access to:

- * The existing mailing-list systems, including;

Subscriber, moderator, unsubscribe, and suppression records;

List settings and documentation;

Existing message archives;

Relevant accounts, credentials, and technical information; and

Existing list addresses, domains, or forwarding arrangements needed to keep the lists operating during the transition.

Opt out process (suggested, will need to be refined)

Vital Communities and UVLists will work together to notify subscribers and moderators about the transition.

All subscribers will be given multiple opportunities to opt out of the new lists.

UVLists will email each subscriber multiple times and notify them of the domain name change and present them with a revised subscriber agreement. Each subscriber will be given the option to opt out of subscribing to the new lists. Subscribers not opting out after one week will be included in the transition. We will include instructions such that customers that do not opt out after one week can always unsubscribe by sending an email to send a blank email to LISTNAME-unsubscribe@lists.vitalcommunities.org and/or LISTNAME-unsubscribe@UVLists.org

List admins or VC will post these opt-out messages on existing lists in order to maximize the likelihood of delivery as otherwise emails from an unrecognized domain could be flagged as spam. These emails should include a link to a UVLists web page indicating how to whitelist the UVLists.org domain on their email client.

VC can include a paragraph in all messages transmitted and/or the new subscription agreement (near the top, in bold, in English/not legalese) that explicitly states that:

VC is not endorsing the UVLists in any way

VC has no ongoing role in administering the lists

VC is doing this solely for the convenience of its former list subscribers that wish to continue to receive the lists as they had in the past

VC bears no responsibility for the success of the transition or the future of UVLists

This opt out process (and VC's non-endorsement of the new lists) should also be communicated via press release in the Valley News, DayBreak, The VT Standard, etc.

Any and all information that VC wishes to include.

Non-disparagement

UVLists and Vital Communities will agree to mutual non-disparagement.

Expenses and Responsibility

Beginning on the effective date, UVLists will be responsible for the operating expenses it authorizes or incurs.

UVLists will be responsible for its administration of the lists during the transition period. Vital Communities will remain responsible for its previous activities, obligations, and expenses.

UVLists will agree to cover VC's reasonable legal expenses (not to exceed \$2,500) to complete this transfer - (N.B. – this is purely Stan's idea but I wanted to be sensitive to Vital Communities' immediate financial situation – we will need to clear this with vc-lab and our fiscal sponsor)

Neither party may make financial commitments or enter into contracts on behalf of the other.

Successor Organization

UVLists is in the process of forming a non-profit. Once formed, that organization (or potentially another) will assume UVLists' responsibilities under this agreement.

The parties understand that completing every part of the migration within 90 days may not be possible. Before the end of the transition period, they will review progress and agree on completion of the transfer, a short extension, or another orderly transition plan.

Shared Intent

This document reflects the parties' good-faith intent to work cooperatively, maintain continuity for list subscribers, and move the lists toward long-term community ownership.

Any permanent transfer of domains, funds, equipment, contracts, or other assets will be documented separately as needed.

This MOU is not a legally binding document but is entered into by both parties with good faith.