

# Rue Rogue CC - Charter (Draft v1)

A collective of creators in pursuit of artistry and exploration within the interactive space.

## Table of Contents

<b>Table of Contents</b>	<b>1</b>
<b>Mission Statement</b>	<b>4</b>
Beliefs	4
Goals	4
<b>Core Pillars</b>	<b>6</b>
<b>Organizational Structure</b>	<b>8</b>
I. Principals	8
a. Establishing New Principals	8
b. Elections for Established Principals	8
c. Contesting Principals	9
d. Dissolving Principals	9
e. Responsibilities & Remunerations	10
f. Interim Principals	10
II. Voting	10
a. Conducting a Vote	11
b. Types of Votes	11
c. Blocking Votes	12
d. Winning Measures	12
e. Losing Measures	12
f. Resolving Disputes	12
g. Accelerated Resolution Voting	12
h. Restricted Members	13
III. Funding & Treasury	13
a. Collecting Funds	13
b. Allocating Funds	13
c. Managing the Account	14
d. Account Access	14
IV. Communication & Forums	14
a. Communication Between Members	14
b. Open Forums	15
c. Meetings	15
d. Participation	15
e. Behavior & Restrictions	15

V. Investors & Sponsors	16
a. Investment Opportunities	16
b. Investor Limitations	16
c. Sponsorship	17
d. Individual Investors / Patrons	17
e. Group Members	17
f. Crowdfunding	18
VI. Outreach & Promotion	18
a. Appropriate Promotional Opportunities	18
b. Promotion Propositions	18
c. Promotional Content	19
d. Individual vs. Collective Promotion	19
e. Representing the Collective	19
f. Blocking Outreach	20
<b>Membership</b>	<b>21</b>
I. Admissions	21
a. Enrollment	21
b. Admission Process	21
c. Readmission	22
d. Capacity Limits	22
II. Membership Perks & Rights	23
a. Voting Rights	23
b. Access Rights	23
c. Association Rights	23
d. Promotional Rights	24
e. Support Rights	24
f. Publishing Rights	25
g. Equal Opportunity Rights	25
h. Ownership Rights	26
i. Other Benefits	26
j. Violations	26
k. Suspension	26
III. Conditions & Responsibilities	27
a. Personal Conduct	27
b. Representation	27
c. Participation	27
d. Assistance	27
e. Defamation & Slander	28
f. Plagiarism	28
g. Miscrediting	28
h. Deceit, Fraud, & Theft	28

i. Harassment	28
j. Malicious Behavior	29
k. Minor Infractions	29
l. Inciting Incidents	29
m. Violations	29
IV. Termination	30
a. Voluntary Withdrawal	30
b. Expiration	30
c. Expulsion	30
Closing Statement	32

# Mission Statement

The Rue Rogue Creative Collective exists in order to support a diverse group of creative individuals in their artistic pursuits, particularly in regard to the interactive space. In doing so, the collective hopes to expand the possibilities of the interactive space as a whole by introducing new voices and new ideas. The collective seeks to provide methods to better facilitate members' personal growth and development both through a robust creative community and internal opportunities for growth and promotion within a collectively owned and operated organization.

## Beliefs

The following are the beliefs this collective aims to uphold both internally with members and externally with the extended community.

- **Creativity flourishes when diverse creatives cooperate.** As such, this collective aims to offer a voice to many different individuals while offering both projects and spaces for cooperation.
- **Democratic organizations are preferred over hierarcicial organizations.** This is a member collective where each member makes decisions for the whole of the collective. While hierarcicial structures may manifest in some endeavors, these structures are both elected and controlled by the members.
- **There are new creative horizons to explore within the interactive space.** As such, members are encouraged to try and explore novel ideas and experimentations.
- **Individuals are free to make the best decisions for their personal and professional development.** As such, the collective does not apply expectations on members or restrict their work outside the collective. Unless agreed with the collective, contributions to the collective are voluntary.
- **We are all constantly growing and learning.** As such, the collective encourages education in the form of self-growth, assisting other members, or passing knowledge onto the extended community.

## Goals

The following are the long-term goals the collective aims to pursue as it grows. Obviously the goals may shift over time, but upon founding these are the primary things the collective hopes to achieve.

- **Create engaging and novel projects.** At the core, the collective exist to create art and other means of content. The goal is to promote these projects and gain both interest and credibility from the community. Then to continuously take this further.
- **Member compensation.** A big goal of the collective is to find a way to free many members from the need of external income both so they have more time for pursuits within the collective and as an individual. Ultimately, this ties into the belief on freedom. In order to truely thrive as an artist, members need to focus on their craft not how to pay rent.

- **Grow the collective.** The core values and rules of the collective are structured in a way that could support massive growth. However, the collective should never grow beyond it's means.
- **Promote the collective.** It is the hope of the collective that the brand becomes established in the community both through the projects we promote and the value we hold. The collective aims for a reputation for artistry, quality, novelty, and, of course, roguishness through bold projects and radical ideas.
- **To create a healthy and nuturing environment for members.** Obviously, the collective is nothing without passionate members who are engaged with the collective. This can be done by ensuring the collective remains a nurturing and supportive space where all members feel welcomed and have a voice.

# Core Pillars

## 1. Artistry

- a. A paramount goal of the members of the collective is to enrich and explore the modes of expression within the fields of art, culture, and technology of the interactive space and other adjacent fields.
- b. Members are encouraged to approach creative pursuits, both with work within the collective and as individuals, in an inquisitive manner with a focus on novel solutions and an eagerness to take chances.
- c. Members are free to explore their own creative voices within the collective and are expected to grow as an artist in their craft.\*

## 2. Autonomy

- a. All members of the collective are both a part of the collective and individuals separate from the collective. This separation includes three key provisions:
  - i. Credit: All members shall receive due credit for both work as part of the collective and for the direct development of projects sponsored by the collective. Members are expected to ensure that contributions by other members within their own projects are also properly credited.
  - ii. Ownership: Unless directly commissioned by the collective or made with the sponsorship of the collective all creative works and rights belong to the individual or team.
  - iii. Time: Unless a commitment is made with the collective, there is no expectation or required hours or time commitments required to remain a member. All time is either willingly committed or voluntarily given.
- b. As a part of the collective, members are able and encouraged to pursue other professional pursuits and personal projects. The member must ensure that external commitments will not jeopardize the collective or their work therein.
- c. Membership and participation are always by choice. A member is free to leave the collective at any time.

## 3. Diversity

- a. The collective is committed to diversity and actively seeks out new members from a wide range of communities, countries, and backgrounds.
- b. While the collective is focused on interactive expressions, members are not exclusively drawn from that space. We remain open to any creative interested in exploring the interactive space regardless of their past artistic interests.
- c. Diversity initiatives also extend into the projects the collective promotes with an interest in the broader applications of creative expression rather than a commitment to a specific area.
- d. As part of this commitment, all members are expected to be open to a diverse group of people, projects, and ideas.\*

## 4. Promotion

- a. A key appeal of any collective organization is the opportunity for promotion both of the individual members and of the collective as a whole. As such the collective offers members a set of promotions including
  - i. Promotion of all work done by the member for use within the collective.
  - ii. Promotion of key work done as an individual such as independent projects, professional accomplishments, or other contributions to the field.\*\*
  - iii. Promotion of awards and merits a member receives either as part of the collective or as an individual.
- b. Members are also encouraged to promote the accomplishments of the collective or other members of the collective but have no requirement to do so.
- c. Members may use their involvement with the collective as a means of self-promotion or may remain more anonymous at their discretion. The collective will supply means for members to promote themselves as part of the collective such as e-mail addresses or business cards.

## **5. Support**

- a. The collective aims to provide a nurturing and supportive environment for creatives to learn and grow together. A large purpose of this organization is to ensure the health and well-being of the participants while offering support for their creative passions.
- b. A collective is only as strong as its members. Members are encouraged to be engaged within the collective and offer advice and support to other members.
- c. The collective will work, within reason, to assist members with problems they may face within the collective or with their artistic and professional path outside the collective.

\* - Freedom with constraints. The collective will not tolerate bigoted, hateful, or damaging works or opinions. If members wish to explore potentially damaging material, they are encouraged to discuss their pursuits with other members and must be open to critique. Any behavior or project that is deemed unsuitable by the collective may result in the member's termination.

\*\* - Accomplishments within reason and that will help promote the collective. For example, a well-made and researched analysis video may be promoted whereas a video rant about a game you like will not.

# Organizational Structure

In order to facilitate the goals of the members, the organization is structured as a global member collective where all members have equal rights and voice within the non-hierarchical structure. For such a structure to function it is vital for the rules that govern said structure to be clear and understood by the members. This section aims to ensure all members have access to the operations and mechanisms that govern the collective.

## I. Principals

While the organization is non-hierarchical there may be a need for individual members to assume more specific roles within the collective, known as Principals. Principals are elected members of the collective who are assigned a specific area or interest of the collective to prioritize. Some examples of possible Principals include

- President - to help oversee the operation of the collective and function as the primary representative of the collective for outreach
- Treasurer - to maintain and report on the finances of the collective
- Coordinator - to help connect members of the collective to the happenings within the collective and assist with the overall organization

There can, of course, be more or less of these Principals as determined by the collective. By far the most important thing to understand is that there is no set hierarchy, rather all Principals are members that are elected by members.

### a. Establishing New Principals

In the initial formation of the collective, there are no established principals or even defined roles for principals. These must first be established by the founding members. Establishing a new principal role requires sponsorship by a minimum of three members who will supply the initial terms and conditions that apply to that role, including responsibilities, remunerations, and other binding expectations. After a review period, a vote is held. If the majority wins, the new role is created and a member election for the role may be held. If the majority loses, the role is not established and the sponsors must wait a minimum of six months before presenting this principal - or a similarly modified one - to the process.

### b. Elections for Established Principals

There are two main types of elections that may occur. Open elections happen when a new Principal role is created, whereas Contested elections happen when an active Principal has a new member vying for the position. Regardless of the type, the rules for elections remain constant. Most importantly, any election is open for any member to run for the position. Elections shall be run as follows:



1. Once an election is announced, any member has a period of one week to declare their interest in running for the position. After the week, this opportunity closes and a new member may only run if the majority of the candidates allow it.
2. Each candidate shall supply some form of accessible outreach to pitch their candidacy to other members at their discretion. However, actively campaigning is not allowed.
3. Within the election period, there should be at least one open meeting per region where the candidates can field questions from the members and present their platform.
4. The voting period for the election happens two weeks after the candidates are announced and last for one week.
5. At the end of the voting period, the candidate with the majority of votes wins and becomes the new principal effective immediately.
6. If the results are a tie, a new vote is started for a period of one week between the candidates who tied. This repeats until resolved.

#### c. Contesting Principals

Once a principal has been elected, they remain in that role until they decide to step down. This is done to reduce the amount of bureaucracy members have to deal with. However, there may be circumstances that warrant the removal of a sitting principal or just an election refresh to ensure the right person is filling the role. This is done through a challenge.

A challenge requires a minimum of three sponsor members to present the rationale for the challenge. This opens a one-week voting period for the challenge. If the majority wins, an election is held immediately for the principal position with the current principal retaining that position until the election has been completed. If the majority loses, the challenge fails and this principal role cannot be contested again for a period of three months - unless the acting principal violates the rules of their membership during this time.

#### d. Dissolving Principals

Over time principals may become depreciated or may no longer have members who want to assume the role with the existing terms and expectations. In this case, a role can be dissolved. If active, dissolution requires the acting principal and two other members to make a declaration. If vacant, dissolution requires any three sponsor members to make the declaration. The declaration should state the reason for the dissolution along with recommendations for future steps. Once declared the vote occurs in a period of one week. If it wins, the role is formally removed. If it fails, the role remains. In the case of dissolution for the repurposing of the terms of a position, the dissolving may be done in tandem with the establishment of the new role.

### e. Responsibilities & Remunerations

When a principal is first established the role must specify the terms and expectations for the position. These include additional responsibilities within the collective, expected outcomes from their term, availability to consult with other members, performance measurements, and other pertinent information. It may also include what the member gains for assuming the position such as enhanced voting power, titles, or even financial gains.

Members who are interested in running for the principal position must be willing to accept the terms and conditions of the position in addition to their ongoing responsibilities, both within the collective and for external pursuits. Failure to comply with the established terms will likely result in having the position contested.

### f. Interim Principals

While most principals are created for the foreseeable future, there are some principal positions that may be needed for a shorter time frame, such as a leader for a specific project or a coordinator for an event. In these cases, an interim principal role can be created. Functionally, this is done in a similar manner to a standard principal but under a much shorter time frame. The interim principal is established the same as a new principal role with two key changes. First, the responsibilities and remunerations must include the duration the principal exists for, either in time or based on project needs. Second, during the voting phase for the creation of the position, members interested in being candidates for the position should declare their interest. During the vote, members must vote on both the role's creation and the member to represent the role. The standard week voting is then run on the creation of the interim principal with the winner of the candidates assuming the title if the creation of the principal passes.

Interim principals are functionally the same as any other principal. This means they can be contested or dissolved via the same rules. Once the interim has reached the established conclusion of their term, then the role is automatically dissolved.

## II. Voting

Voting is the primary method used to make decisions within the collective. Each member is guaranteed at least one vote on any matter that impacts the collective. To ensure consistency and fairness in the voting process the rules and regulations for voting are listed below.

## a. Conducting a Vote

Votes can and should be held whenever there is a decision to be made within the collective. While the size and scope of the vote may vary depending on the topic, the process is similar for all votes.

1. For a topic to be brought to vote, it first needs sponsors. Generally, three sponsors are required to bring a matter to a vote, however, some votes may require more or require sponsors of a certain role within the collective.
2. The sponsors are responsible for providing the details and terms of the matter for voting in a clear and concise manner for other members.
3. The vote is then opened via an open communication platform along with the details specified by the sponsors.
4. The vote must remain open for a period of one week to allow members time to assess the information and make an informed decision. During this time the results of the vote should be open for all members to track.
5. Once the time period ends or enough affirmative votes have been cast based on the voting type and the active member count of the collective, the vote ends and the final tally is calculated.
6. The result of the vote is determined based on the voting type.
7. All votes, along with their results, must be recorded within an open voting ledger to allow proper archiving of decisions.

## b. Types of Votes

When a vote is drafted it must specify a resolution type which determines how many votes are needed to pass. The types of votes are as follows

- Simple Majority - The most common voting type used to resolve a majority of affairs. A vote requires over half of the cast votes in order to pass. In the event, of a tie, the measure fails.
- $\frac{2}{3}$  Majority - These are used primarily for major structural changes to the collective such as adjustments to this charter, major organizational initiatives, or major allocation of funds. A  $\frac{2}{3}$  majority vote requires at least  $\frac{2}{3}$  of the cast votes or more to pass.
- Unanimous - These are extremely rare votes that require 90% or more of the cast votes to pass relative to the number of members. For example, if there are 10 members, it requires at least 9 members to pass, so if just one member does not vote it means ALL members would have to vote in the affirmative. These are used for extreme shifts in the direction of the collective, such as no longer working as a collective or selling out to an investor. Given the importance of these votes and the need for all active members to cast a vote, unanimous votes should take longer than one week to resolve.

### c. Blocking Votes

There will always emerge problems during the voting process, as such, members are able to temporarily suspend a vote while the issues are resolved. Blocking a vote functionally works the same as conducting a vote with sponsors and rationale for their block that is then voted on with a simple majority to pass. The block vote is conducted at the same time as the target vote. If the block passes, the targeted measure is placed in limbo until the reason for the block has been resolved - even if the vote has ended for the measure. Once the blocking issue is resolved, the vote is renewed for the measure with the standard time reset.

Please note, you can NOT block a vote for personal reasons or disagreements with the measure, that is what the vote is for. This is simply a means to fix technical issues with the voting measure such as incorrect type, unclear terms, or violations of the charter.

### d. Winning Measures

If a measure achieves enough votes based on type to win the contest, the measure is a success. The conditions of the vote shall be applied immediately and without contest unless an active block vote is ongoing.

### e. Losing Measures

If a measure fails to achieve the required votes, then the conditions fail to materialize regardless of active blocks. Any lost vote may only be brought back to vote within a minimum of three months. This includes a similar measure with different wording.

### f. Resolving Disputes

In the case of disputes over the results of a vote or the voting process itself, an investigation may be started by a group of three or more sponsors with a simple majority vote. Once complete, the finding of the investigation shall be presented to the members which make the issues with the vote clear. If the investigation proves the vote was done in an unbecoming manner, the results of the vote shall be nullified with a required  $\frac{2}{3}$  majority vote on the matter.

### g. Accelerated Resolution Voting

A need may arise, especially during the early days of the collective, where haste is important in decisions. In these cases, matters may be resolved via accelerated resolution voting (ARV). Votes with ARV are always resolved via unanimous voting and are completed within a much shorter time frame - even within the scope of a meeting - as specified when bringing the measure to vote.

Again, this is intended primarily as a way to accelerate decisions when all members are present for a meeting.

#### h. Restricted Members

In the event the collective has five or less active members or an amount deemed insufficient to run with standard operations a more lean model may be adopted. In this model, sponsorship is reduced to a single member with voting conducted normally. In addition, some formalities may be reduced at the discretion of the collective.

### III. Funding & Treasury

In order to facilitate the growth and stability of the collective, an account shall be created to store funds collected through the means determined by the collective. While this account is open to view by all members, only select members shall be granted access to funds within as determined through elections. However, any allocation of funds from the treasury must be permitted by the members via a vote. This section details both the incoming and outgoing flow of funds within the collective.

#### a. Collecting Funds

The actual means of collecting funds shall be determined by the collective such as crowdfunding, investment funding, or based on returns from projects. Regardless of the source, all funds are collected into a single account under the management of the collective. All incoming funds must be recorded within a financial ledger for proper tracking and assessments.

#### b. Allocating Funds

There are two ways funds can be transferred out of the account. The first is via direct transfer for a specific item. These are one-time transfers such as the purchase of equipment, payment for work, or expenditures for events. The other method is ongoing transfers for continual payments based on preset terms. These are agreed-upon allocations that occur over a period of time and are distributed based on a contract such as licensing fees, salaries, or continual project funding.

Regardless of the type, all funds must be approved by a simple majority vote before being allocated. In the case of ongoing transfers, a single vote for the ongoing transfer is sufficient for the duration of the contract. In some cases, such as reimbursement for an event, an amount can be pre-approved via vote and resolved without further voting once the final amount is determined.

As usual, all outgoing funds must be recorded within a financial ledger for proper tracking and assessment. This ledger should also contain a link to the approval vote for said item.

### c. Managing the Account

After the formation of the collective but before funds can be collected, the collective must determine the logistics of the bank account. This includes where the account is registered and whose names are connected to the account. The connected members are then responsible for managing the account and the financial ledgers of the collective. It is advised to have more than one person with access to the account.

It is the responsibility of the accessing member to ensure transfers of their access are handled if they leave this principal role. It is also the accessing members' responsibility to ensure allocation of funds is handled accurately and promptly.

### d. Account Access

While the accessing member(s) is the only one with direct access to the account information, all members shall be privy to the finances of the collective. The accessing member is required to publish the balance of the account on a monthly basis. They are also required to keep an open ledger detailing incoming and outgoing funds which are open for all members to view. In the event of sensitive or private transactions, items within the ledger may be obfuscated to protect the subject but the amount must be visible. If members find discrepancies they are able to launch an investigation in the same manner as blocking a vote.

## IV. Communication & Forums

As the collective functions on a global level with members joining from all over the world, communication between members is vital for the success of the organization. While there is no formal place of operation, the collective shall provide and facilitate a space for all members to gather and openly share their thoughts and voice in a virtual capacity. This space must remain centralized and open for all members to participate in.

### a. Communication Between Members

Members are free and encouraged to communicate between one another or within closed groups at their own discretion. These communications and decisions made are considered individual and outside the purview of the collective. The limit is that decisions made within a closed group cannot impact

the whole of the collective without a vote. Free collaboration between members is a central tenant of the collective.

#### b. Open Forums

Within the communication space provided, there should be a number of open discussion forums as determined by the collective. These forums are intended to allow more of a town square approach to communication for members to share thoughts and contribute amongst one another. Any discussions done within an open forum should be under the purvey of a community representative member who is able to keep conversations civil.

#### c. Meetings

Meetings are a version of an open forum that only exists for a limited, scheduled time. Generally, a meeting should have a specific topic of discussion that is clear and keeps to that topic during the forum. Any member may schedule a meeting at any time and for any purpose, however, it is recommended - not mandated - to allow for at least one-week minimum for the meeting announcement. Topics for a meeting may be crucial meetings about the future of the collective to open discussions about a movie. To avoid overwhelming members, more vital meetings should be flagged as such. It is recommended to record meetings to allow members unable to attend to still participate.

#### d. Participation

Participation in communications is never mandatory, even the most crucial meetings may be skipped. While being an active member in the collective is certainly encouraged it is important to keep this voluntary ethos and allow each member to choose how much they wish to engage with others.

#### e. Behavior & Restrictions

While the collective aims to allow free and open communication there are limitations that must be abided by in order to ensure the safety of all members. Any behavior that intentionally maligns, harasses, or demeans others, either within the collective or externally is strictly forbidden. This includes ideologies with these behaviors as a core tenant. While the collective does not limit topics, certain topics such as race, sex, class, religion, philosophy, etc. should only be done with caution and consent amongst parties, ideally with a warning about the topic beforehand.

If a member is found to be in violation of these restrictions, they may be punished or expelled by the collective with a simple majority vote. For the aggrieved members, they need at least three sponsors along with a prepared case and evidence. This is then presented before the collective with suggested disciplinary

measures. During the voting period, the accused member may offer a defense that can extend the vote by up to one week. The aggrieved party may adjust their claim or suggested disciplinary measures at any time with each adjustment extending the voting deadline by a week.

When voting on disciplinary actions, a third voting option shall be provided: 'Agree but with new terms'. This is an acknowledgment that the accused is in violation but the recommended disciplinary measures are too severe. When counting cast votes, the count is first between the two agrees and the disagrees. If the agrees are in the majority, the accused is in violation. Then if the majority of agrees are for the suggested disciplinary actions those actions are immediately applied to the accused. If the agrees are for new terms, then the sponsors are responsible for negotiating and presenting new disciplinary measures for members to vote on.

If the accused is found not to be in violation of an agreement that cannot be reached on disciplinary measures, the accused may not be disciplined for these same claims at a later date. However, they are not protected from other past grievances or future violations.

## V. Investors & Sponsors

While the notion of investors may be at odds with the collective structure, this collective remains open to working with outside sponsors and investors under the sole caveat that these external partners do not get more voting rights in decisions than a standard member. We fully welcome and embrace all who wish to contribute equally amongst each other, including those who wish to contribute financially. In order to facilitate this relationship some guidelines must be in place.

### a. Investment Opportunities

As profits are not the primary motive for this collective, investment opportunities from larger investors will likely be limited and may be undesirable towards the goals of the collective. However, it is possible to have more philanthropic investments or investors hoping to gain something less financially motivated such as access to potential employees or distribution deals. It is far more likely to receive investment from individuals or with a sponsorship agreement.

### b. Investor Limitations

The main opportunity for investments is an entrance into the collective system. All investors should be allowed and even encouraged to participate in communications and voting. However, investors are forbidden from having outsized voting rights relative to other members. Their investment allows them a voice but it must be the same voice as everyone else who invests their time and



passion. Any investment must be considered carefully and always requires a  $\frac{2}{3}$  majority vote to allow.

It is possible for investors to negotiate other terms for specific project investments as voted by the collective. However, these terms are limited to individual and specific projects, not the entirety of the collective. In general, the collective prefers to look for sponsorship for projects rather than investors.

### c. Sponsorship

Sponsorship is the form of external investment preferred by the collective. This allows external entities to provide financial assistance to the collective in exchange for the promotion of the external partner through our channels or projects. It is possible to have sponsors for either the collective as a whole or individual projects within the collective. For sponsors of the collective, aside from promotion, it is also possible to allow them to have a voice within the collective. Sponsorship must be approved by the members in a vote. In general, the collective is advised to consider sponsors carefully to ensure their integrity is aligned with the goals of the collective.

### d. Individual Investors / Patrons

Another good option to consider for external investment is smaller private investors or patrons. In order to reduce the amount of non-contributing members to discussions, patrons must have a significant enough contribution - as determined by the collective - before they can be given access to collective communication and voting. While smaller patrons are certainly possible, the collective should first offer smaller investment incentives.

Any investor who is allowed to function as a member must have their status within the collective clear. Investment is not equivalent to membership under any circumstance.

### e. Group Members

In part to necessitate investor members and also to allow better cooperation between other collectives or like-minded organizations, the possibility for group members must exist. A group member is formally an external organization who functions within the collective as an individual member. These members are functionally the same with voting rights and representation. The major difference is the external group must have a representative for themselves within the collective as the group is considered as a singular member within the collective.

#### f. Crowdfunding

Another potential external funding source is crowdfunding. This is similar to the patronage investors, however, crowdfunding specifically disallows direct participation as an incentive. It is possible to create a separate branch of the collective specifically to handle crowd-funded participants. Thus, any incentive for crowdfunding is limited to goods and services provided by the collective or other external to the collective incentives.

## VI. Outreach & Promotion

In order for the collective to grow and achieve its goal of supporting members, the collective must establish a plan for outreach and promotion of the collective. This is largely handled on a case-by-case basis as determined by the active members. However, there are some rules the organization must follow when performing external promotional events.

#### a. Appropriate Promotional Opportunities

There are many different potential options for promotions available to the collective such as conferences, speaking engagements, interviews, advertisements, etc. When evaluating opportunities, the brand of the collective should always be taken into consideration. Promotional opportunities that directly clash with the values of the collective are forbidden. Other opportunities may be a bit more of a grey area. Whenever an opportunity is deemed risky for the brand of the collective a  $\frac{2}{3}$  majority vote is required for permission to promote in the space.

Another consideration is the resource cost to the value proposition of the opportunity. When weighing these opportunities it is important to consider both the cost and the value in a more abstract term. For example, a small, local event may not be much direct value but growing the brand as a positive for members' physical community may have more long-term value that is harder to calculate.

#### b. Promotion Propositions

Whenever a promotional opportunity arises that a member wishes to pursue, the process works in a similar manner to voting. The event needs three sponsors who write up the proposition which should include a cost-to-value analysis as well as the reasoning for participation in the event. If there are any funds to be allocated for the event, these should also be included in the proposition. Once drafted, the proposition is then voted on with a simple majority needed for approval unless the analysis deems the promotion risky. If the vote passes, the sponsors may then form a team to prepare for the promotion.

### c. Promotional Content

Once a promotional event is approved it is important for the team to gather correct content and effectively present the collective in a clear and constructive manner. The collective shall offer provisions to aid in the marketing of the brand for any approved promotional event. The organizing members may supply supplemental materials at their discretion. However, all content, materials, and plans should be made open to the whole collective for critique and feedback. All content must be openly vetted by non-participating members.

Unless agreed upon in the proposition, any promotion done under the collective name is representative of the collective. As such, it must represent the whole of the collective and the collective membership. For example, you cannot host a Rue Rogue CC booth at a conference and use it to just show a personal project, it would need to show works by all members who wish to exhibit.

### d. Individual vs. Collective Promotion

On the matter of who is being promoted it is important to form a distinction between the promotion of individuals and the promotion of the collective. Any member is free at any time to self-promote with no restrictions. While self-promoting members are also able - and encouraged - to promote their ties and work with the collective, essentially plugging the collective.

Collective promotion occurs when the promotional event is specifically done with the collective or in direct connection with the collective. These engagements must be done with the agreement of the collective. During these events, the collective can - and should - promote the works of the members they are more focused on the organization as a whole rather than a specific part.

For example, if a member is offered a speaking engagement is this individual or collective? Well, it depends on the context of the talk. If the talk is about design, a project, philosophy, etc. this is an individual promotion. However, if the talk is directly about working within a collective or about the collective, then it is a collective promotion. In the case of questions about the collective during an individual promotion, it is still individual but the member should be clear they are discussing their opinion and perspective and not representing the collective.

### e. Representing the Collective

When promoting the collective the member is effectively functioning as a representative of the collective. As such, the representative member is expected to conduct themselves in a manner aligned with the values of the collective and that promotes the collective in a positive - but honest - manner. Behavior such as rudeness, tardiness, unkemptness, hostility, discrimination, or any behavior that

demeans the collective is strictly forbidden. Violations will result in discipline up to expulsion.

f. **Blocking Outreach**

In the event that a promotional event has deviated from its proposition or that members feel will not positively reflect the collective a blocking challenge can be made. This is done in the same manner as blocking a vote. The block must specify the rationale for blocking the promotion along with propositions for how to proceed. A vote is then done on the block. If the block, succeeds, the event is immediately suspended until the proposition is resolved.

# Membership

Ultimately, the collective is shaped by the members. The members make decisions involving what projects the collective undertakes, the collective presentation and direction, fellow members within the collective, and more. In order to attain the highest quality members to the collective, however, the collective must provide tangible benefits for all members. On the most fundamental level, all members are guaranteed a vote in all decisions made by the collective. In this way, each member can help contribute and define the collective to which they belong. In this section, we will discuss more details involving membership to the collective.

## I. Admissions

In order for the collective to grow and become an actual collective, members must be admitted into the organization. This section details the admission process for new members.

### a. Enrollment

Enrollment for members into the collective operates under an open enrollment period. The collective determines when this period is open and how the period closes, such as overtime or based on admission numbers. During the enrollment period, any non-active member may apply to be a part of the collective - provided they are of good standing with the collective. The collective encourages members to recommend their peers, however, they must go through the same open enrollment process and there are no insider positions or opportunities.

To enroll, the collective requires the following information:

- Name (legal & preferred)
- Contact Info (email minimum)
- Primary area of interest or skills they can offer to the collective.
- A personal statement to introduce themselves.
- A statement for why they want to join the collective.
- A portfolio or other reference to their abilities.

All enrolled individuals should be collected and reported to existing members, with their application moving onto the admission process.

### b. Admission Process

With the enrolled individuals' applications collected the admission process can be started by any active member.

1. The first step to admitting an open enrolled candidate is to find three or more members with interest in the candidate. This is not a full backing of

the candidate, rather it functions more as an interest in potentially sponsoring the candidate.

2. Once enough members have an interest in the candidate an interview meeting can be scheduled. This must include all members who have an interest in the candidate and should remain open for other curious members to observe.
3. The interview should be a more informal affair to better understand the candidate, their interest in the collective, and their overall fit into the organization. While some technical questions may be asked, it is not a technical interview. Also, while the interview is open for observers, the discussion is limited to those who have an interest in the candidate.
4. The next step is to move on to sponsorship of the candidate. Essentially, the candidate needs to have at least three members sponsor their admission into the collective. It is technically possible for an applicant to skip the interview if three or more members are willing to sponsor them without steps 2 & 3.
5. The sponsors shall provide a summary of the candidate and why they wish for the candidate to be admitted to the whole of the collective in the form of a simple majority vote.
6. Regardless of the outcome, the candidate should be notified of the decision to accept them as a member or to reject them. If accepted, the candidate officially becomes a member when they sign the attached membership agreement.

In the event a candidate is rejected, they must wait a minimum of one year until they can apply again. As there is technically no time frame for candidacy, it is possible for an applicant to be in limbo for a long period before finding interested members. In cases exceeding a month in limbo, the candidate should be contacted to ensure they are still interested in joining before proceeding.

#### c. Readmission

If a member leaves the collective without being expelled, they are able to join the collective again without waiting on an open enrollment period. However, they must go through the standard admission process - potentially without the interview step.

#### d. Capacity Limits

Currently, there is no plan to have a maximum capacity of members in the collective. However, if the size of the collective grows too large to adequately maintain, members are encouraged to branch off and form smaller sub-collectives that have a more specific organizational goal.

## II. Membership Perks & Rights

Of course, for individuals to want to be a part of the collective there needs to be tangible value for participation. Ideally, admission into communications and association with the collective will become one of the most valuable perks. On the most fundamental level, the ability to vote on decisions within the collective is the most direct, tangible value offered to a member. This section details other perks associated with membership.

### a. Voting Rights

Each member is guaranteed at least one vote in decisions that impact the collective. It is possible to gain more votes for a single member but only with the agreement of the collective. It should also be noted, members have a right to vote but it is their responsibility to follow and cast a vote for a measure. All voting shall offer a minimum of a week voting window. If a member fails to cast a vote within the open window they cannot retroactively vote for a measure.

In addition to casting votes, members have a right to promote a vote on a matter. In a majority of cases without special considerations, it requires at least three members to start the voting process. This allows members to not just passively vote but actively shape the direction of the collective.

### b. Access Rights

All members shall be granted access to the collective communication platforms including open forums and meetings. For meetings not intended for the member's participation, the member is requested to become a passive observer and shall not disrupt the flow of the meeting. Direct communication between members is out of the purview of the collective and may be engaged in as willing by the participants.

Members are also granted access to collective documents including transaction ledgers, voting logs, internal documents, and such. This does not include documents of a sensitive manner or documents that may contain sensitive or private information about another member.

### c. Association Rights

Each member has a right to associate themselves with the collective. Unless engaged in a direct activity for the collective, this right is always voluntary, meaning the member does not have to associate themselves with the collective. In order to facilitate this association, the collective provides to each member the following

- Email - a unique email associated with the collective:  
[name@rueroque.com](mailto:name@rueroque.com)

- Handles - a handle for various social media platforms such as an identifier on Discord
- Business Cards - a business card template and the right to print business cards following this template for the member
- Website Presence - the member along with a short quip and link to an external portfolio on the website. This presence persists even after termination with the bio moved from 'Current Members' to 'Past Members'.

In addition, members have the option to present themselves as members of the collective at events or other gatherings, thus functioning as a representative of the collective. If representing the collective, the member is expected to behave in accordance with the views and direction of the collective or may face disciplinary actions.

#### d. Promotional Rights

The collective also offers opportunities for a member to have themselves or their works promoted by the collective. All work and projects done in cooperation with the collective are guaranteed to promote the member. For work and projects done external to the collective, a member may have the collective promotion with a voted-on agreement by the collective. Such work may include completed projects, lectures, blogs, journalism, essays, experiments that advance the field, professional achievements, relevant ongoing external works, and other pertinent topics. For votes on promotional works, only a single member is required to bring the matter to vote. In order to reduce promotional submissions, a member who is rejected must wait at least three months before submitting another work for promotion again.

All promoted work is guaranteed to be featured on the collective website and other social media channels as appropriate. There may arise circumstantial promotional opportunities as well such as a promotional booth at a conference or in a discussion about the collective. To promote their work at these events a member must request special permission when submitting their work for a vote.

Promotion of works may be revoked upon a participating member's expulsion or via a vote by the collective.

#### e. Support Rights

A core pillar of the collective is to offer support to other members of the collective such as professional advice, project critiques and testing, consultation, and other support needed by a member. In all cases, this support is given voluntarily by other members and with no legal binding or guarantee of accuracy. As the support available is very much contingent on the members that form the



collective, this right is limited to the right to ask for support, not a guarantee that support can be given.

#### f. Publishing Rights

With an agreement from the collective, a member may elect to have their individual project published under the banner of the collective. This allows the project to be distributed with the following

- Created in Cooperation With - the member may list the collective as a sponsor of the project in all marketing material and announcements.
- Splash Logo - the created project must feature a splash logo of the collective and list the collective within the credits.
- Release - the project may be released under the distribution and development name of the collective instead of the member.
- Payments - if released under the collective, payments may be made to the collective who distributes to the member based on the agreement.

The main value for the member is allowing the collective to handle the technical aspects of releasing a project so the member may focus on the creative aspects. The agreement must specify the terms of the publishing agreement as agreed upon by both the member and the collective. Generally, this should include some form of revenue split with the collective as well as a clear distinction on which party is responsible for which aspects of distribution.

In order to seek a publishing agreement, the member must have as a minimum a working project along with a letter of intent for publishing. The collective should ensure a project is of sufficient quality to warrant association with the collective. The collective shall provide a standard publishing agreement to apply to all publishing requests.

#### g. Equal Opportunity Rights

All active members within the collective are guaranteed equal opportunities within the collective relative to other members regardless of seniority, experience, or any other quantifiable measures. Each member shall be considered equally for promotional opportunities or placement on internally developed projects, events, or teams.

There are limits to this right. If a project requires a specific skill set, obviously only members who are able to perform the required skill may be selected for the position. Likewise, participation in an event may be limited to those within physical proximity to the event. For curated projects, the project lead has a right to reject a work based on its merit or validity to the curated piece. Essentially, a member has a right to consideration not a guarantee of acceptance.

## h. Ownership Rights

All work done by members of the collective shall be owned, at least in part, by the member(s) who worked on said work. For all work done by a member external to the collective, the member shall maintain full ownership over the work. For any work or output generated in cooperation with the collective, these works shall be co-shared between the collective and the participating member(s). For any work that involves ownership with members, the collective shall provide terms for ownership when drafting the provisions of the project. These terms must be agreed upon by all parties before work can commence on a project.

It is also critical that members ensure external commitments do not provide legal impediments to the ownership rights of the collective or other members. For example, some worker contracts have clauses that prevent work on projects external to the company or that transfer said external work to the company. Members with these provisions are unable to contribute work towards the collective in any capacity.

## i. Other Benefits

During the course of the collective other benefits or opportunities may present themselves to the member. These are awarded at the discretion of the collective but should aim to be a fair and equal distribution amongst members.

## j. Violations

If a member feels the collective has violated their membership rights, they are free to bring the matter to a vote along with the required three sponsors. If the collective is found to be in the wrong, the right should immediately be reinstated along with a formal apology to the member. In addition, the member(s) responsible for the violation should face disciplinary actions up to expulsion.

## k. Suspension

When a member is found in violation of these charters as voted on by the collective, the most common punishment shall be a suspension of rights within the collective. Suspensions are always for specific rights and last for an agreed-upon duration to a maximum of permanent suspension - in the most extreme. For cases that exceed one year, a vote may be conducted to reduce the length after a year has passed. If suspended, the member no longer has access to the specific right in which they were suspended but all other rights still apply.

As an example, suppose a member is late to talk where they are representing the collective. The collective may wish to suspend the right for this member to represent the collective for a year. Once the year suspension is complete, the member is free to act as a representative of the collective again.

### III. Conditions & Responsibilities

In order to fulfill their obligations to the collective, membership has conditions each member must agree upon to participate. Failure to uphold the agreed-upon conditions may result in penalties such as suspension or expulsion. The conditions and responsibilities assumed for membership are listed in this section.

#### a. Personal Conduct

All members of the collective are expected to conduct themselves in accordance with the values and principles of the collective. This collective is formed along the values of artistry, autonomy, and diversity, thus members are expected to uphold these values in their personal conduct. This includes interactions within the collective and external conduct such as social media. Obviously, the collective values personal freedom and will make no attempt to censor or limit a member's personal behavior. However, other members may make use of personal behavior or incidents as evidence against a member in violation cases.

#### b. Representation

When a member is directly representing the collective during events or talks they are expected to conduct themselves in a professional manner in accordance with the values and principles of the collective. These members are the face of the collective and must do everything possible to ensure they maintain a favorable view of the collective. This includes clear communication, promptness, professional demeanor, proper hygiene and appearance, politeness, proper conversation topics, patience, openness to others, and any other behavior required to promote a positive perspective of the collective. Most importantly, members representing the collective are expected to treat all external parties with the same courtesy and respect they would afford members of the collective.

#### c. Participation

Generally, members have no obligation to participate within the collective. However, if a member has willingly committed to participate in a project and event that member is expected to participate in accordance with their agreement. Members who are unable to maintain their agreed-upon participation shall make a formal request for commitment renewal or exit, without this, members may be found to be in violation of their agreement.

#### d. Assistance

No member is obliged to assist other members, however, members are encouraged to willingly assist other members. Assistance is always voluntary and never binding. When assisting, a member shall assist, to the best of their ability, in the matter and should never assist with the intent to mislead or deceive

another. If a member agrees to assist, they must follow through with their agreement.

e. Defamation & Slander

Under no circumstance may a member openly defame or slander another member. Defamation and slander that happens in a private conversation are discouraged and can still lead to violation if a member of the private conversation reports the case. Members must also avoid defaming or slandering those external to the collective, especially members of the community. Prominent figures or those external to the community are not included in this clause.

f. Plagiarism

All work created within the collective or submitted as part of a collective work must be work legally done by the member. This includes work created directly by the member or work that the member has the right to distribute. Any submitted work which the member did not create or does not own the rights to distribute is considered plagiarised work. As plagiarism poses a serious problem for the collective, violations of this must always be severe. If a member is unsure of their ownership rights, they are encouraged to consult with the collective or just not include said work within their own.

g. Miscrediting

Members are expected to always correctly attribute work done for projects they participate in. This includes attribution for other members' contributions as well as attribution for external contributors. Members must also ensure that the attribution is done in accordance with the credited members' wishes and accurately reflects the work they contributed to the project.

h. Deceit, Fraud, & Theft

Under no circumstances shall a member engage in deceit, fraud, or theft against the collective or members within the collective. Attempts to deceive or defraud the collective may be minor, such as lying about a vote, or more severe but will always have penalties.

i. Harassment

Under no circumstances shall a member harass another member or individual within the community. Harassment obviously includes verbal, physical, or sexual abuse but may also be extended to include discrimination, stalking, psychological abuse, and creepy, ostracizing, or unwanted behavior.

j. Malicious Behavior

Under no circumstances shall behaviors of malice such as shouting, threats, temper tantrums, hostility, or assault be permitted within the collective. While some leniency is provided for isolated incidents or minor malice, patterns of these behaviors must be addressed.

k. Minor Infractions

Other incidents may be considered infractions by the collective such as tardiness, discriminatory jokes, cultural misunderstandings, minor violation of boundaries, inappropriate conversations or behaviors, insensitive mannerisms, and more. Ultimately, decisions on infractions are left to the aggrieved member to report and the whole of the collective to agree if it is a violation. The collective prefers these minor incidents to be resolved between the involved members before being addressed by the collective, with the collective functioning more as a mediator in the dispute when needed.

l. Inciting Incidents

In cases where a member feels aggrieved by another member, these are considered inciting incidents. It is important for the aggrieved member to record, in as much detail, the incident along with any other member who may be a witness. This helps to build the case against the violating member and increases the possibility of punishment. Ultimately, as a collective, the whole is made safer by the individual parts. It is the responsibility of all involved in the collective to maintain a safe and productive environment for all members to take part in.

m. Violations

If a member is found in violation of these conditions and responsibilities then retributive action must be taken. For members who commit minor infractions or have a limited history of other incidents, the collective shall offer a warning to the individual before pursuing punishments.

However, for major infractions or a repeated history of minor infractions, an individual may be found in violation of their terms of membership. These incidents are always done in the form of a vote with the sponsors documenting the inciting incidents along with proposed penalties to apply to the member. If the collective agrees in a simple majority vote, then the listed penalties of suspension or expulsion are applied to the violating member. During this process, the accused member may make an appeal and present their defense which should be weighted when casting a vote. This appeal may include an admission of guilt along with renegotiated penalties. If the sponsors agree, the appeal may be resolved without a need for a vote. However, if the sponsors do not agree, then

the appeal shall be voted on separately from the violation with the appeal penalty trumping the violation penalty if both win the vote.

## IV. Termination

A point may arise when a member must terminate their membership with the collective either voluntarily or involuntarily. When a member terminates their membership, all perks are immediately revoked and the member is removed from communication platforms. If the member has pending votes, these votes are withdrawn from the voting pool. The member shall also return any resources allocated to them for use within the collective. Provided the member voluntarily terminated their membership they are considered good standings within the collective and are officially listed as a 'past member' of the collective. If these members wish to rejoin the collective, their membership may be reactivated by going through the admission process again. Members who are involuntarily terminated are to be scourged from their affiliation with the collective and are unable to associate with the collective again in any capacity.

### a. Voluntary Withdrawal

The most common and preferred method of termination is a voluntary withdrawal from the collective. This occurs when the member is no longer interested in being a part of the collective for whatever personal reason they may have. The member simply needs to state their effective last date with the collective and will cease involvement with the collective on that date. Note, there is no expected waiting period, thus a member may announce and leave on the same day with no penalty. Of course, the collective recommends members make their decision carefully as readmission into the collective is not a guarantee.

### b. Expiration

Membership, in its current form, is considered indefinite. There is no renewal period or other such constraint. This may cause problems as the collective grows, particularly with members who no longer participate but are still counted as members. As such, members with no active contributions via discussions, projects, or votes within a year period will have their membership terminated. A warning shall be given to these members a month before termination with participation ending the expiration.

### c. Expulsion

Expulsion from the collective is the result of a disciplinary action taken against the member for personal conduct or actions not supported by the collective or actively working against the interest of the collective. This is an involuntary termination meaning an expelled member is banned from ever associating with

the collective in the future. Members can only be expelled with an investigation and vote.

Do note, a vote to expel a member may be done against non-active members. For example, a past member who the collective no longer wants affiliation with can be expelled via vote. This also protects the collective from a member under investigation self-terminating before the vote is complete. They can still self-terminate but then may still be expelled via the vote.

## Closing Statement

In closing, this charter aims to establish the rules and regulations regarding the organization of the Rue Rogue Creative Collective. As an evolving entity these rules - and this charter - will change over time to accommodate new methodologies and better position the collective to thrive within the community. From the moment that this charter is accepted any further adjustments or addendums must be voted on by members with a  $\frac{2}{3}$  majority required to pass. It is important as these changes are made to always take into account the founding principles and values of the collective and to not lose sight of the pillars upon which this collective was founded.

It is the hope of this collective that all members can find a welcoming and supportive community in which they can further develop their own artistry and craft. In turn, we hope that members give back to the collective to create a symbiotic and sustainable relationship. The collective fundamentally exist to serve it's members and requires active and passionate membership to survive. Any concerns or issues that have a negative impact on this arrangement must be addressed by the collective in order to maintain a thriving artistic ecosystem.

Finally, thank you for taking your time to read and critique this charter. Whether you are an active member, an interested future member, a potential sponsor, or just a curious member of the broader community, we appreciate your interest and support. If you have concerns or suggestions about this charter or ideas the collective should consider please email us at: [info@rue rogue.com](mailto:info@rue rogue.com). Together we make this collective.