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PEP Master

Governance Document

See [venture page](#)



The rationale behind this document is explained here. This text is not part of the governance, it only surfaces the intention behind the text below in plain language, to help with its interpretation.

Open ventures exhibit a [long-tail distribution](#) of participation with very high churn rates, and involve participants from different parts of the world. In this mode, contracts among participants aren't practical, nor enforceable. This is how Wikipedia functions, one doesn't even need an account to be able to edit a page. Therefore, this document does not represent a contract among participants (herein named AFFILIATES to the VENTURE). Without legal accountability among participants, how can an open VENTURE be deterministic in its activities?

Another feature (not a bug) of open ventures is their lack of mechanisms of representation. Traditional organizations secure relationships among themselves by signing agreements (contracts), which describe mutual responsibilities and obligations. Without representation, the open venture cannot sign an agreement. Yet people and institutions trust the Bitcoin network with over \$1T. So how can a traditional organization trust an open venture without a cohesive mechanism to enforce obligations?

This document represents an approach to governance based on game theory, economic incentives and p2p principles, which creates a self-regulating system and provides a robust framework that aligns the interests of participants to maintain the integrity and security of the network, discouraging malicious behavior. This approach minimizes the need for traditional legal accountability.

This new approach to governance is linked to other mechanisms through which legal accountability is regained when interfacing with traditional institutions. It is designed to operate within an ecosystem that comprises an open VENTURE that executes work, a SPONSOR, which is a traditional organization that provides key resources (ex. funding), and a CUSTODIA, which is a nonprofit organization, acting as a legal interface between the VENTURE and the SPONSOR. In this arrangement, the CUSTODIAN relies on the VENTURE's internal regulatory mechanisms, which are not contractual, and translates that into legal accountability for the SPONSOR, by signing a partnership agreement with the SPONSOR. The CUSTODIAN also plays the role of conduit of key resources from the SPONSOR to the VENTURE, which generate incentives within the VENTURE. The distribution of these key resources is designed to enact an economic game, which is in turn designed to produce predictable outcomes from the VENTURE.

The CUSTODIAN and the SPONSOR do not control the activities of the VENTURE, but the transit of key resources from the SPONSOR to the VENTURE is conditioned by the outcome of the VENTURE's actions, which must be aligned with the main objectives of the collaboration between the VENTURE and the SPONSOR.

This document describes the context that governs the collaboration of participants in the **PEP Master venture** herein named **VENTURE**, using resources provided by Dre SZE MAN TSE, a researcher at Centre hospitalier universitaire Sainte-Justine, herein named **SPONSOR**, to fulfill objectives as defined by the SPONSOR in the PROJECT. Said resources transit from the SPONSOR to the VENTURE through **Ludociels pour tous**, herein named **CUSTODIAN**, which

is entrusted by the SPONSOR to oversee the operations within the VENTURE and allocate these resources in a way that maximizes the probability to reach said objectives, while preserving the sovereignty of the VENTURE.

The VENTURE, the SPONSOR and the CUSTODIAN are hereafter together named the PARTIES and individually named a PARTY. They are described here below.

The PROJECT is what ties together all PARTIES.

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Enactment of this VENTURE Governance document

Future modifications of this VENTURE Governance document

Background

Justifications for rules and norms
{Signalization tools}

Policy Configuration

(Refer to Appendix - A, Governance Policies)

Parameter name	Value	Variable
VENTURE Name	PEP Master	= {VENTURE_name}
VENTURE Responsible	Tiberius Brastaviceanu	= {VENTURE_responsible_name}
Start date	__day / month / year__	
End date	__day / month / year__	
CUSTODIAN Name	Ludociels pour tous	= {CUSTODIAN_name}

1. About the PARTIES engaged



The rationale behind this section is explained here. This text only surfaces the intention behind the text below in plain language, to help with its interpretation.

In this section we present the agents involved in this context of collaboration.

1.1 **PEP Master**, herein named **VENTURE**, is a non-registered association of individuals, in accordance with the law on associations of the Civil Code of Quebec, Canada, section V, 2267, collaborating to create open source DIY hardware and software for [cystic fibrosis](#) therapy, as described in [R&D doc](#).

VENTURE identity

- [URL to VENTURE webpage](#)
- [URL to Network Resource Planning and CONTRIBUTION Accounting \(NRP-CAS\) web page](#).

1.2 The **SPONSOR** is Dre SZE MAN TSE, a researcher at **Centre hospitalier universitaire Sainte-Justine**, with the office at B.17.001.

- [URL of SPONSOR](#)

1.3 The **CUSTODIAN** is **LUDOCIELS POUR TOUS**, a nonprofit organization constituted according to the *Loi sur les compagnies*, Parties 3 (RLRQ, C. C-38), with the head office located at 348 6^e avenue, Montréal (Québec) H4G 3A1

The CUSTODIAN is a legal entity that acts as a trust for the OVN. [See more on the OVN wiki](#).

CUSTODIAN identity

- [URL to website](#)
- URLs to [Facebook](#), [YouTube](#)
- [URL to CUSTODIAN Agreement](#)

1.4 All individuals who contribute to the PROJECT are hereafter together named the VENTURE and individually named AFFILIATE (to the VENTURE).

1.5 A **Representative AFFILIATE** is an AFFILIATE that plays the role of representation for all AFFILIATES in communications and coordination activities with the CUSTODIAN and the SPONSOR.

2. Registries

[Definition of a registry](#)

The following Registries have been adopted by the active AFFILIATES to the venture.

- [{AFFILIATES_registry}](#)
- [{CONTRIBUTIONS_ledger}](#)
- [{Information_database}](#)

3. BENEFIT redistribution

[Definition of a Benefit redistribution algorithm](#).

It is assumed that the *Benefit redistribution algorithm* has been adopted by active Affiliates to the VENTURE.

[{BENEFIT redistribution algorithm}](#)

4. VENTURE Communication channels

The communication channels mentioned here below have been adopted by AFFILIATES to the VENTURE.

Servers	Channels	Variable
Sensorica Discord	Discord #breathinggames	{network_main_channel}
Breathing Games	Discord #sensorica_bridge	{VENTURE_channel}

5. RESOURCES

5.1 If the VENTURE uses RESOURCES that are said to belong to the Sensorica network for the PROJECT, the [\(S\) Rules related to the use and sharing of materials](#) apply.

5.2 If the VENTURE uses RESOURCES that belong to the SPONSOR or to other Partners, it only accesses them for the PROJECT, during the duration of the PROJECT.

5.3 If the VENTURE uses the Sensorica Montreal lab, the [\(S\) Montreal LabOnline - Rules](#) apply.

5.4 Related to intellectual property (IP): All deliverables from this VENTURE are published with some open source license.

5.5 The [Rules and Procedures for Digital Assets](#) apply for all digital assets used or produced by AFFILIATES of this VENTURE.

5.6 The [Rules about the use of the Sensorica brand](#) apply to all activities of AFFILIATES to this VENTURE.

6. List of all deliverables

1. Immaterial deliverables
2. Software and configurations, design files
3. All deliverables need to be accompanied by proper documentation
4. The SPONSOR needs to be able to reproduce the work

7. Other parameters

Parameter name	Definition	Value
{CONTRIBUTION_min}		4 hours
{duration_inactive}	Duration for which an AFFILIATE does not contribute to the VENTURE.	4 days
{expelled_reputation_discount}	A reduction of BENEFITS (mostly financial) in percentage of total BENEFITS accumulated.	40%
{voting_period}	A duration during which voting on a proposition is allowed during a group decision making process.	24 hours
{CAS_logging_delay}	A maximum duration allowed between the time when a CONTRIBUTION is made and its recording into the NRP.	2 days
{CAS_late_penalty}	A reduction of a CONTRIBUTION in percentage applied to its units of measure (hours for time CONTRIBUTION s, \$ for financial CONTRIBUTION s, etc.).	10%
{quorum_deliverables}	Minimum number of AFFILIATES required for a collective decision making process or a collective action to be triggered.	2 AFFILIATES

8. Inclusion in Sensorica

8.1 **Sensorica** is an open innovation network (OVN), which is a non-registered association of individuals, in accordance with the law on associations of the Civil Code of Quebec, Canada, section V, 2267, collaborating on development of open source hardware and software, with a makerspace in Montreal.

8.2 If any rule or procedure described in this **document** is incompatible with the [Sensorica's network level governance](#), the VENTURE cannot operate within Sensorica.

8.2 If the converse of 8.2 is true, the VENTURE can operate within Sensorica. In this case it is said that the VENTURE is a Sensorica VENTURE.

8.3 If the VENTURE is a Sensorica VENTURE, it has unrestricted access to all Sensorica shared assets (physical or digital), including to the Sensorica lab, to its digital environment (i.e. all the tools that form its IT infrastructure) and to processes within Sensorica. In this case, the VENTURE is listed in Sensorica's VENTURE Registry, per [Sensorica's network level governance](#).

Appendix - Policies

A.1 Definitions

NOTE: The [OVN wiki](#) is the official Repository of definitions for the VENTURE. Important terms that require a precise definition are linked to a page on the OVN wiki that describes them.

A.2 Support or Service VENTURE

See distinction between [VENTURE](#) and [PROJECT](#) on the [OVN wiki](#).

Structurally, the distinction between a *Support* VENTURE and a *Service* VENTURE is that in the case of **Service** there is a transactional relation established between a CLIENT and the VENTURE, mediated by a [CUSTODIAN](#). In the case of **Support**, the VENTURE enters into a collaborative relation with a SPONSOR, often a traditional organization, forming a larger network. This collaborative relation is not transactional in nature, in the sense that both, the VENTURE and the SPONSOR deploy efforts and resources for a common goal, complementing each other. In both cases, the outcome is intended for the commons, bringing into the relation a third party, the entire World.

In terms of infrastructure and methods, in the case of the Service-type relation the CLIENT doesn't share the same development or production environment and coordination and communication are ensured by a *lead affiliate*, i.e. a liaison individual. In the case of the Support-type relation, there is a great overlap of SPONSOR's and VENTURE's activities within a shared infrastructure (provided by the Sensorica OVN), making them effectively form a new organization with very tight and intertwined coordination and collaboration processes.

Keeping in mind the distinction between Support and Service VENTURE, a VENTURE is considered a Support or Service Sensorica VENTURE and can be referred to as a *Sensorica VENTURE* only if at least all the following conditions are fulfilled.

1. The VENTURE is initiated by at least one Sensorica AFFILIATE, for a SPONSOR or CLIENT.
2. The VENTURE operates within the Sensorica environment (thus it BENEFITS from the Sensorica network's RESOURCES and tools, including from the Sensorica network's IT infrastructure and brand name), in collaboration with SPONSOR or CLIENT.
 - a. It has a page on Sensorica's official website under the VENTURES section.
 - b. It is up-to-date and documented within Sensorica's Content Management System, the *VENTURE information database* registry.

- c. It is planned using Sensorica's NRP and [CONTRIBUTIONs](#) to the VENTURE are logged in Sensorica's NRP as they happen.
3. The VENTURE operates based on [collaborative entrepreneurship](#) models.
4. The VENTURE's Governance, which is the subject matter of this document, is compatible with [Sensorica network's governance](#)

Please refer to the [Sensorica Montreal LabOnline Access Rules](#) for further information about the conditions of using the lab.

Please refer to the [\(S\) Rules about the use of Sensorica brand](#) for further information if you want to use the Sensorica brand for the VENTURE.

A.3 Activities and tools



From the ... it follows that ...

We agree that:

A [CONTRIBUTION](#) is an addition to a [VALUE stream](#) of something recognized as being valuable by Active [AFFILIATES](#). It must be logged into Sensorica's NRP-CAS, which is the Registry of all [CONTRIBUTIOs](#).

[NRP-CAS](#) (network RESOURCE planning and [CONTRIBUTION](#) accounting system) is a web-based tool used to capture [CONTRIBUTIONs](#) to the VENTURE, in time, cash or physical RESOURCES (space, equipment, materials). You can find it at this address <http://nrp.sensorica.co/>

A.4 Relations



From the ... it follows that ...

We agree that:

An [Active AFFILIATE](#) is an individual who contributes to the VENTURE and who has logged [{CONTRIBUTION_min}](#) worth of [CONTRIBUTIONs](#) into Sensorica's NRP-CAS.

An [Inactive AFFILIATE](#) is an individual who has taken part in the VENTURE for at least five hours, who has not been contributing during the last [{duration_inactive}](#), as seen in Sensorica's

NRP-CAS. The AFFILIATE can regain the status of an Active AFFILIATE by contributing another minimum number of hours required as mentioned in the previous definition.

An Observer is an individual who is not involved with the VENTURE directly, but knows about it and can contribute indirectly to it, or an individual who contributes to the VENTURE directly but refuses to log his/her [CONTRIBUTION](#)s in the Sensorica's NRP-CAS

A.5 CUSTODIAN

{CUSTODIAN_name}, is a non-profit organization with the mission to [mission statement](#). It provides legal representation, acts as a trust for the VENTURE's resources, it channels funding through fiscal sponsorship to AFFILIATES.

The CUSTODIAN has signed a promise to the VENTURE to fulfill all the functions mentioned above, to the best of its abilities, see the [CUSTODIAN Agreement](#).

The VENTURE is said to be in *breach of duties* towards the CUSTODIAN if the VENTURE

- A. Fails to fulfill its responsibilities towards the SPONSOR, as defined in the [CUSTODIAN Agreement](#). In more general terms, this may be due to failing to contribute agreed upon resources, missing deadlines, not performing assigned tasks, mismanaging funds, or acting in their own self-interest at the expense of the SPONSOR's interests, **within this collaboration**.
- B. Unjustly or unreasonably accuses the CUSTODIAN of being in *breach of duties*.



Describe the process to deal with an accusation that a VENTURE is in breach of duties.

The CUSTODIAN is said to be in *breach of duties* if the CUSTODIAN:

- A. Unjustly or unreasonably accuses the VENTURE of being in *breach of duties*.
- B. Uses the assets that it holds in trust for the VENTURE or for the SPONSOR for purposes other than **this collaboration**.
- C. Engages with other parties to complete tasks defined by the VENTURE.



Define the process to reach consensus whether the CUSTODIAN is in breach of duty.

A.6 Inclusion and Expulsion of AFFILIATES

A.6.1 AFFILIATE joining the VENTURE



From the ... it follows that ...

We agree that:

There are two fundamental principles that govern open networks like the VENTURE

1. Transparency: Anyone has unrestricted access to information produced by the VENTURE. The rationale of this principle is explained [here](#).
2. Openness: Anyone has access to participate in the VENTURE's activities. The rationale of this principle is explained [here](#).

An individual who has made a [CONTRIBUTION](#) to the VENTURE is an Active AFFILIATE and gains the right to VENTURE governance and to other rewards and BENEFITS through the [Benefit redistribution algorithm](#).

An individual who hasn't contributed for `{duration_inactive}` to the VENTURE is considered an Inactive AFFILIATE, retains his/her rights to BENEFITS from past CONTRIBUTIONS, without the right to access governance processes.

A.6.2 AFFILIATE being expelled from the VENTURE



From the ... it follows that ...

We agree that:

We do not tolerate racism, sexism, ageism, violence (psychological or physical), abuse and vandalism. This will lead to expulsion.

The following cases can also lead to expulsion of an AFFILIATE:

1. faking [CONTRIBUTION](#)s to the VENTURE,
2. showing a pattern of behavior that violates the principles of this document in a way that negatively impacts the VENTUREe,

3. undermine the social cohesion of the VENTURE by showing a pattern of behavior that can be described as non collaborative or antisocial,
4. stealing or willingly destroying RESOURCES, physical or digital, associated with this VENTURE,
5. Ad others...

CONTRIBUTIONS and BENEFITS for expelled AFFILIATE

For non-criminal offenses, the existing [CONTRIBUTIONS](#) will not be taken away from the expelled AFFILIATE, however, any material damage will be recuperated from these [CONTRIBUTIONS](#), if possible. The REPUTATION score of the expelled AFFILIATE will be reduced to {expelled_reputation_discount}, which will affect access to BENEFITS for the AFFILIATE. The expelled AFFILIATE cannot reintegrate the VENTURE.

For criminal offenses, the [CONTRIBUTIONS](#) of the expelled AFFILIATE will be transferred to the CUSTODIAN. The expelled AFFILIATE can reintegrate the VENTURE only after it has been recognized by the justice system as non guilty or after serving a sentence as prescribed by the justice system.

Procedure for rejection

An expulsion case must be documented and discussed among Active AFFILIATES. The expulsion decision is made based on facts, related to the previously mentioned expulsion cases, decided by a voting among Active AFFILIATES, majority wins (50%+1).

A.7 Decision making



From the ... it follows that ...

We agree that:

AFFILIATES in this VENTURE have access to decision making processes. The **core group** is entrusted to make final decisions.

The "core group", at a particular moment in time, is the group of AFFILIATES that are top contributors to the initiative, meaning that any AFFILIATE in this group has logged more than 10% of total CONTRIBUTIONS (in hours, made by all contributors), and the last CONTRIBUTION has been logged within the past week.

A.7.1 Broad-scope decisions



From the ... it follows that ...

We agree that:

The broadest scope decisions are those decisions that affect the entire VENTURE (more on [OVN structure](#)). These decisions concern the VENTURE Governance (the subject matter of this document), [BENEFIT redistribution](#) and the {CUSTODIAN_agreement}.

All AFFILIATES are called to participate in broad-scope decision making. The **core group** is entrusted to make the final decision.

Procedure: decision making process

Announce the initiative to ALL AFFILIATES (Active and Inactive) and engage them in a *consensus building process* (socialization of the decision drafting). When the formulation of the decision is mature enough, and when a {quorum_deliverables} of **core group** AFFILIATES is reached the proposition is submitted to a *lazy democracy* voting process, *majority vote* 50%+1. The *lazy democracy* voting process has a start date and an end date allowing {voting_period}, during which everyone can get support for or against the measure. Use [Loomio](#) to support the process and to record the decision.

Temporal aspects

Some decisions can be proposed with an expiry date. The implementation of the decision has an evaluation process attached to it, and it is meant to be revised at some future date. Active AFFILIATES can be part of the evaluation process, revision and adaptation of the decision.

If the group cannot make a decision we will include other trusted Sensorica AFFILIATES to participate.

A.7.2 Incremental decision making and individual initiative



From the ... it follows that ...

We agree that:

Anyone can take initiatives, or “take the lead”, but all initiatives need to be announced to the group, and if someone raises a red flag (strongly opposes an initiative) it is halted for a group discussion that can get resolved by a *consensus building process* followed by a *lazy democracy voting process* (majority rules). [\[1\]](#)

A.8 Planning

A.8.1 Overall VENTURE planning



From the ... it follows that ...

We agree that:

VENTURE planning and decision making is done in collaboration with the SPONSOR, who provides key resources and has a stake in the VENTURE's objectives.

Process for taking initiative outside of the scope of the relation with the SPONSOR

Assuming that this is a Sensorica VENTURE, AFFILIATES have all the freedom to take initiative in the development of this VENTURE. In order to provide an incentive for the SPONSOR to commit resources to the VENTURE, which may include payment for the work hours, AFFILIATES need to respect the following.

1. **Exploration:** During discussions with the SPONSOR, tasks and priorities are discussed that can lead to an agreement on a new task, and on this task's general requirements. The SPONSOR's liaison needs to trigger an *exploration step*, where different possibilities to tackle the task, as well as an estimation of the RESOURCES required to follow any one of these possibilities are detailed. If approved by the SPONSOR's liaison, this *exploration step* would be sourced (paid) by the SPONSOR. The *exploration step* has a deliverable: a document with possibilities and estimates. This process can be **(must be)** documented in the SPONSOR's task management tool (provided by the SPONSOR).
2. **Estimation and Decision:** A document that details the possibilities, possible deliverables, costs and other RESOURCES needed, and time to deliver is produced. The SPONSOR liaison makes a decision about the path to follow and commits to address the needs, RESOURCES and costs.
3. **Development:** As soon as the trigger is released, Sensorica AFFILIATES can now start developing. A process is created in Sensorica's NRP-CAS where CONTRIBUTIONs are logged.
4. **Delivery:** The deliverable is accompanied with the proper documentation, which is cross-referenced in the SPONSOR's management system.

Potential problems and how to deal with them

Scenario 1 : Suppose that the RESOURCES required for a new task that has been approved by the SPONSOR have been underestimated. Should VENTURE AFFILIATES stop working on the task before new RESOURCES become available?

Resolution: If the task is not very time-critical, Active AFFILIATES should stop working on the task and should communicate with the SPONSOR's manager for approval IF Active AFFILIATES want to make sure that they are getting paid for the extra work. Sensorica AFFILIATES have total freedom to continue the work, knowing that they are taking a risk of not getting paid.

Scenario 2 : Suppose that the SPONSOR adds something new to an agreed upon task, after it has been approved by the SPONSOR with a certain amount of RESOURCES allocated.

Resolution: It is highly advised that Active AFFILIATES stop working on the task and renegotiate the terms of the agreement in good faith. Sensorica AFFILIATES have total freedom to continue the work, knowing that they are taking a risk of not getting paid. [\[see reason why\]](#)

A.8.2 Planning on the VENTURE side



From the ... it follows that ...

We agree that:

Active AFFILIATES have access to planning. The VENTURE is open, anyone can join by filling **{this form}**. See more on [OVN structure](#).

The planning for the VENTURE is handled by processes in the Sensorica's NRP-CAS. These processes are subject to change during the course of the VENTURE, as needed, in a transparent manner, applying a mix of **consensus building** and **lazy democracy**.

Deliverables are defined in every process.

Any modification to this planning needs to go through the following process:



explain the process...

A.8.3 Content production



From the ... it follows that ...

We agree that:



This needs development... see also [Collective Code Construction Contract](#)

A.9 ROLES

[See more on ROLES](#)



From the ... it follows that ...

We agree that:

A.5.1 VENTURE Responsible

Definition: An AFFILIATE is appointed to interface with the SPONSOR and is considered the main point of contact for the SPONSOR to discuss important issues about the VENTURE.

At the start of the VENTURE the VENTURE Responsible is {VENTURE_responsible_name}.

The VENTURE Responsible has the responsibility to find a replacement in case he or she cannot fulfill his/her duties associated with this ROLE. Failure to do so can jeopardize the VENTURE and every participant's investment in it. A VENTURE Responsible that fails to insure continuity of the VENTURE loses its BENEFITS for the VENTURE (ex. no financial rewards for the rest of the VENTURE, other than those already transferred).

A.10 REPUTATION



From the ... it follows that ...

We agree that:

REPUTATION scores must be applied to the {benefit_redistribution_equation}, at least 2 types: *commitment* and *behaving*.

Commitment is an objective dimension of REPUTATION and is related to delivering something within the time the individual promises to deliver [note that the engagement is made by the individual based on his/her capacity to deliver].

Behaving is a subjective dimension of REPUTATION, assigned by Active AFFILIATES. Cases [1] and [2] made us understand that a VENTURE needs mechanisms of exclusion, and REPUTATION linked to the {benefit_redistribution_equation} offers such a mechanism.

A.11 Non publication



From the ... it follows that ...

We agree that:

If this is an *open but non transparent VENTURE* [\[see where this type of VENTURE came from\]](#)

- Anyone can participate by formally agreeing with this Governance document, by filling {this form}.
- Anyone who participates has full access to all the documentation produced by this VENTURE, but must agree to not publish documents placed in the {information_database}.

All documents about this VENTURE will be released as [Creative Commons BY SA](#) on **DATE**.

A.12 BENEFIT Redistribution Algorithm



From the ... it follows that ...

We agree that:

See more of [BENEFIT Redistribution Algorithms](#)

The BENEFIT Redistribution Algorithm is fully described in the [PEP Master CAS doc](#). The parameters for the Revenue Redistribution Algorithm are also described in the [PEP Master CAS doc](#).



Consider staking in the VENTURE, meaning that 5 to 10% of revenue is kept by the CUSTODIAN and only released at the end of the PROJECT. This idea was proposed by Mayssam in a discussion with Tibi, in June 2024

A.13 CONTRIBUTION logging



From the ... it follows that ...

We agree that:

It is strongly encouraged to log [CONTRIBUTION](#)s as they happen. At most `{CAS_logging_delay}` delay is tolerated for bulk logging for this VENTURE. A penalty can be applied to late logs: `{CAS_late_penalty}` is subtracted from the total and must be acknowledged by all Active AFFILIATES. [\[2\]](#).

A [CONTRIBUTION](#) is a claim for BENEFITS (including revenue). It must be accompanied by a documented deliverable in Sensorica's NRP-CAS, apart from support ROLE [CONTRIBUTION](#)s, ex. **Coordination** and **Facilitation**, which only require a detailed description of the activities. See deliverables by ROLE below.

A deliverable must be verified by at least `{quorum_deliverables}` Active AFFILIATES knowledgeable in the domain and by the VENTURE Responsible. Deliverables are described in the planning, with their desired characteristics. Only verified and accepted deliverables are rewarded financially.

A.13.1 Features to the BENEFIT Redistribution Algorithm



From the ... it follows that ...

We agree that:

If someone receives payment from other sources to work on the VENTURE in initiation or support ROLES, a % of the amount received will be subtracted from the **xxx**

A.13.2 Financial transactions



From the ... it follows that ...

We agree that:

Financial transactions are made through the account of the CUSTODIAN. At the time of the agreement the CUSTODIAN is {CUSTODIAN_name}. The CUSTODIAN agrees to manage funds for the {VENTURE_name} VENTURE according to the {CUSTODIAN_agreement}.

A.14 Intellectual property rights



From the ... it follows that ...

We agree that:

We offer all our digital assets with a CC-BY-SA license, as a no-cost download. Any scientific publication will be published either 'gold level' or 'green level' open access.

All software, hardware and content produced through this collaboration should always be made available under a recognised libre/open license. Active and pending patents need to be explicitly declared in the application, proposals which have a direct and essential dependency on patents are not eligible for grants. NDAs are not acceptable.



Describe the process of changing the CUSTODIAN

The SPONSOR must be informed about the results and the Representative AFFILIATE must facilitate the formalization of the relation between the new CUSTODIAN and the SPONSOR.

Enactment of this VENTURE Governance document



From the ... it follows that ...

We agree that:

Procedure: The agreement was enacted by responding to a group email to which this document and the detailed description of the BENEFIT redistribution algorithm were attached.

NOTE: This agreement is only valid if all the initiators of the VENTURE responded “Agree” to the said email. All the initiators of the VENTURE that took part in this agreement are encouraged to save a copy of the said email for future reference, and not to delete the email from their email box.

All future AFFILIATES to the {**VENTURE_name**} VENTURE need to sign this agreement if they want their [CONTRIBUTION](#)s to be accounted for the redistribution of BENEFITS.

Procedure: Signing of the agreement

This agreement can be signed by sending it to all the AFFILIATES with this document attached as a closed PDF file, being the only attached file to the email, and requesting a reply back from every AFFILIATE with the mention “*I agree with the BENEFIT redistribution algorithm Agreement included in the attached PDF document to this email*”. You must copy the following email CUSTODIAN.sensorica@gmail.com

Future modifications of this VENTURE Governance document



From the ... it follows that ...

We agree that:

Access to the modification process of this agreement is granted to *Active AFFILIATES* and to *Inactive AFFILIATES* that still have a balance to recover from their past activities.

Procedure: modifying this agreement

A modification proposition must be sent to AFFILIATES with the proper justification and engage them in a *consensus building process* (socialization of the decision drafting).

When the formulation of the decision is mature enough, and when a {quorum_deliverables} of **core group** AFFILIATES is reached the proposition is submitted to a *lazy democracy* voting process, *majority vote* 50%+1. The lazy democracy voting process has a start date and an end date, allowing {voting_period}, during which everyone can get support for or against the measure. Use [Loomio](#) to support the process and to record the decision.

NOTE: It is strongly recommended that the consensus building process is carried out in an open and transparent manner before the final proposition is submitted to the vote.

Background

This document was created by Tibi and communicated to ALL the *AFFILIATES* of the PV Characterization VENTURE on May 14th 2015, on the [Sensorica general mailing list](#) with the subject line “PV characterization VENTURE - initiation” [[open message](#)]. All participants were invited to contribute to it. Other calls for participation were made subsequently. The template was further improved at the time of the Spider rig VENTURE (August 2018), with input from Tim. The *BENEFIT redistribution algorithm Agreement* doc was merged with this VENTURE Governance doc. Sensorica was notified with [this message](#) [subject line: *Service-type VENTURE Governance TEMPLATE - updated*] on the Sensorica general mailing list.

Justifications for rules and norms

[1] Serge was acting alone for outreach and he was setting up dates for the course with potential customers without communicating with the group. Serge’s outreach approach was not well-planned, it didn’t lead anywhere and it presented a risk for the VENTURE, since our REPUTATION and the brand of our 3D course was on the line. We noticed that in order to give a course, we needed to orchestrate an outreach campaign very well, at least one week in advance, to have the critical number of students to the course, which was 10. Tibi sent an email to the group asking Serge to stop acting alone and in a non-planned and non-coherent way. Serge had a strong reaction to Tibi’s intervention, but he finally yielded to the pressure of other members of the group.

[2] Serge didn’t log the time he spent on setting up the course, he did his logging all at once, after the exchange event (i.e. after we got paid from the course). The preparations for the course took a few weeks, and during this time everyone forgot how things were done. Serge ended up entering the highest number of hours spent to prepare the course. Everyone else had a feeling that Serge overestimated his time CONTRIBUTIONS and that caused a bad atmosphere within the group. People decided to let it go, since Serge was not the most cooperative person within the group, with an explosive way of dealing with discussions that concerned his behavior. After the first event we decided to create a rule related to logging in order to avoid problems for the group in the future and to pass the entire responsibility of not logging in time to the individual who doesn’t do it.

[3] The notion of [open but non transparent VENTURE](#) was first implemented in the HEC-IGS case. See [main doc](#). [See agreement signed](#)

[4] During the [Blockchain access VENTURE](#) the SPONSOR and Partner slacked on his part of the work and passed it to Sensorica AFFILIATES. The main Sensorica AFFILIATE technical lead

in this VENTURE accepted to perform the work. The VENTURE deliverable got delayed because of the extra work. Sensorica Active AFFILIATES were blamed and they were not rewarded for the extra work they got. This incident has been recorded in [this REPUTATION case document](#).

{Signalization tools}



{symbol for process/status updates - use this to signal important milestones in the process}



{symbol for notes - use this to post reminders or short messages for self or to collaborators}



{symbol for important information - use this to attract collaborators' attention}



{symbol for ToDos - use this to signal to your collaborators about what they can do}



{symbol for alternatives: enumerates possible solutions to consider}



{symbol for reasoning: presents arguments about possible choices}



{symbol for Information: tells you how stuff works.}



{symbol for growing consensus: a summary of a section of this report}

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