Department closely affected: Human Resources, all staff

<u>Proposal 8 - Staff Volunteer Agreement</u>

Cantr Staff Volunteer Agreement

All staff members are required to sign and follow the Staff Code of Conduct and Volunteer Agreement. This agreement is intended as a reference to clarify what is and is not appropriate as a member of Cantr staff and to prevent legal consequences either for Cantr or for the staff member. At the end of this document there are additional expectations and a summary.

Definitions

Cantr: Cantr is owned by Writealyze LLC and refers to both the Cantr organization and everything owned by Cantr, including the following:

- The Cantr game (found at <u>cantr.net</u>) and official community (e.g. the <u>forum</u>, <u>wiki</u>, and <u>blog</u>, Cantr and Cantr_staff Discord servers), with their servers, databases, and code.
- Domain names cantr.net and cantr.org.
- Cantr's official accounts, such as on Twitter, Instagram, Facebook, etc.

Cantr Staff: The Cantr organization or the group of people who were hired as members of the Cantr organization. See <u>Staff and Department Definitions</u> for details on the organization of Cantr Staff.

Cantr's Mission: The current version of Cantr's mission can be found here: <u>Cantr's Mission</u> and is the following:

Cantr's mission is to foster creativity, learning, and communication in a world simulating the challenges of real life.

Information:

Information, or intellectual property, obtained as part of Cantr staff includes the following (in cases where this Information is not made officially public by Cantr):

- Code
- Personal Information: Information about users (e.g. name, email, IP address, characters)
- Information about what Cantr staff is working on
- Details about items or mechanics of the game
- Communications between staff and players

GAB: Game Administration Board (see <u>Staff and Department Definitions</u>).

Owner: One or more owners of Cantr. At the time of writing (12/13/2019) the Owner is Writealyze LLC, whose representative is Joshua Mathias. If the Owner changes, this Agreement will transfer to the new entity.

Permission:

- Permission by department or GAB: See <u>Department Decisions</u> for explanations on how decisions are made in Cantr staff. Permission is not necessarily required every time if the action follows predetermined department policies. If you are not sure what is allowed, you may ask your department chair (and department chairs, ask the GAB or GAB Chair).
- Permission from the Owner: Please contact Joshua Mathias (joshua@cantr.org) or permissions@cantr.org) for permission or clarification.

In joining staff and signing this document, the Cantr staff member and the Owner of Cantr agree that the staff member receives substantial benefits as part of their volunteer service, such as access to non-public information about Cantr or Cantr staff, a vote on staff or department decisions (in accordance with Department Decisions), training in their positions, an official title, and/or experience developing transferable skills (e.g. marketing, translation, programming, research, management, or leadership, among others). In exchange for such benefits as a member of Cantr staff, we ask that all staff members agree to the following Agreement, to help ensure a positive experience on staff, to enable Cantr to continue to offer these benefits, to protect all users of Cantr, and for Cantr to accomplish its mission for years to come.

Agreement (this "Agreement")

As a member of Cantr staff ("signatory"), I agree to the following: Information (non-disclosure agreement)

- I will not share Information obtained as part of Cantr staff except in ways explicitly approved by my department or the GAB. Discussing Cantr staff Information with a partner or spouse under a legal relationship is permitted, but the staff member is responsible if this information is shared with others or used inappropriately; questions on this point may be directed to the Owner or GAB.
- I will only use personal Information obtained as part of Cantr staff for the work of Cantr staff. I will ask my chair or the GAB when in doubt.
- I will not forward emails with personal Information which are sent to my @cantr.org email address to emails outside the organization (including my own email), except with permission by my department or the GAB.
 - Notification emails without personal information, such as from Trello or the forum, can be forwarded to other emails.
- I will not use Information obtained as a member of Cantr staff to aid my characters in-game.
- I will not use Information obtained as a member of Cantr staff to create or enhance any other game or program outside of Cantr, without written permission by the Owner of Cantr.
- Any material that I create and provide to Cantr staff (including code, ideas, documentation) will become the property of Cantr. I may retain access to and ownership of material I contributed by myself when I am no longer a member of Cantr staff, where the material contains no Information obtained as part of Cantr staff. If I retain ownership

for a contribution, I grant Cantr a non-exclusive license to use this contribution for whatever purpose, including granting others the right to use this contribution, commercially or otherwise. To use material owned by Cantr outside of Cantr staff I may ask for special permission at permissions@cantr.org. Where contributions were owned by another entity before being used for Cantr, this Agreement does not affect such ownership. I am responsible for only using material for Cantr that I have the legal right to use for Cantr.

<u>Termination</u>

- This Agreement shall remain in effect until termination by either party. This Agreement (except for the following statement) does not apply when the signatory is no longer a member of Cantr staff, but this Agreement is reinstated when the signatory once again becomes a member of Cantr staff.
- After I am no longer a member of Cantr staff, I will delete any private Information, code, or databases obtained from Cantr or Cantr staff (unless I have received permission to retain it), and I will continue to uphold this Agreement to not reveal Information obtained during this Agreement without permission during the next 5 years.

Legal

- I agree to follow applicable laws in my work in Cantr staff, based on where I reside, where the Owner of Cantr resides, and where other players reside (e.g. data privacy laws in the European Union).
- While it is not expected to know the laws of all countries, I agree to follow instructions from the Owner on the application of those laws as they apply to Cantr.
- Governing Law: This contract shall be governed by the laws of the State of Washington,
 United States and any applicable federal law.

Representation

- As a representative of Cantr staff, I will not speak publicly against Cantr or Cantr staff, where such comments are attacking Cantr staff members or their work, or directly discouraging others from participating in Cantr or Cantr staff (other than clarifying qualifications of staff members). I may bring concerns to internal Cantr staff discussions or to those responsible for the concern.
- I will not speak publicly for Cantr staff without permission by the Communications Department or the GAB Chair. I may share my personal opinions.
- I will not give false representation (lie) about Cantr or Cantr staff Information in Cantr's discussion channels, in public, or personally to other staff members or players.

Respect

- I will respect the ideas and efforts of other staff members, even when I disagree or find something objectionable.
- I will not speak ill of specific staff members or players in department discussions or in public except in objective discussions of discipline, if this is part of my staff work. This

includes indirect references to a specific person. If I have concerns, I may contact the individual directly, contact their department chair, or contact the Human Resources Department.

- I will follow decisions made through the proper channels (department voting, GAB, Player Board).
- When communicating to other people as part of staff duties, I will speak respectfully and not in an angry or condescending tone.

Integrity

- I will not use my staff privileges to take advantage of others, including players, staff members
- I will not sabotage, hack, or harm Cantr or the Cantr organization, including its servers, databases, or discussion channels. I understand that I will be legally responsible for any such damage against Cantr.
- I will not use Cantr's resources for personal or commercial reasons outside of Cantr staff work, without permission by Cantr's Owner.

Financial

• I understand that my work in Cantr staff will not entitle me to any compensation.

By signing below I agree to all statements under the heading "Agreement", up to this point, in this Staff Volunteer Agreement for Cantr. This document and the staff member's name will only be sent to the Owner of Cantr. If the Owner of Cantr and its related property changes, this Agreement will transfer to the new entity of Cantr and the Volunteer, after allowing 21 days to opt out of the transfer after it is announced.

<u>Organization</u>

Writealyze LLC (Cantr)

Authorized representative: Joshua Mathias, Chair, Game Administration Board Date and signature:

Volunteer

First and last name:

Cantr player account ID:

Date and signature:

Expectations

The following suggestions by themselves do not merit removal from staff, but are expected of staff members:

- Informing your team or department when you will be absent for 3 or more weeks.
 - Requirements for staff activity are clarified in <u>Staff Activity</u>.
- Making decisions in accordance with Cantr's mission.
- In your staff work and decisions, seeking the benefit of Cantr and Cantr staff as a whole, over the benefit of your characters in Cantr or personal interests.

To summarize this document, in the original words of Jos, the game founder:

All staff members will have to work to preserve or stimulate:

- 1. the unique character and original concept of Cantr II
- 2. the professionalism in the approach of players
- 3. the quality of the program code and the integrity of the game database
- 4. the international fame and accessibility of the game.

Welcome to Cantr Staff. :)

Explanation

Warnings:

When a staff member has broken an agreement in the Volunteer Agreement, a warning will be issued by informing the staff member which part of the Volunteer Agreement they did not follow. After 3 warnings, the GAB will decide whether to remove the staff member. Furthermore, the GAB and the Owner reserve the right to remove a staff member with or without cause, but in general should communicate what part(s) of the Agreement was broken when doing so.

The motivation for the staff Volunteer Agreement is to improve staff members' experience, enable trusting staff members with more information and independence, respect the rights of all players, and make it clear to staff members what is and isn't appropriate, with clear consequences.

Q&A

Q: Is the Staff Volunteer Agreement a legal document?

A: Yes. The Staff Code of Conduct and Volunteer Agreement is in part a legal measure to protect the intellectual property of Cantr and the personal information of Cantr's users.

Q: How will the Volunteer Agreement be signed?

A: An electronic signature will be used with the help of third party software. The signature request will be sent to the personal email address of the staff member, as indicated on their Cantr.net account, to properly identify the staff member.

The Human Resources Department and the GAB Chair help staff members sign the Volunteer Agreement.

Q: Does this Volunteer Agreement exist because you don't trust staff members?

A: This staff Volunteer Agreement is to help eliminate the word "trust" from our vocabulary when it comes to hiring staff, providing access related to one's work, etc. All staff members should be trusted. By providing this Volunteer Agreement we're putting confidence in all current and future members of staff that we can follow what we commit to and no longer have to worry about it, and if there is a misunderstanding then there's a clear way to address it.

What does "trust" even mean? When what's appropriate to do with staff information or tools, etc. isn't well established, then it's not so much about trust as it is even knowing what's expected and what isn't. It's too much to ask of anyone to know what should be done in all situations when there aren't at least general principles. We want Cantr Staff to be a safe place, all united by a mutual understanding and commitment to see Cantr succeed.