

A Documentation of Rights, Or a Shared Gaming License, Covering Game Material Collaboratively Generated Since 1987

Summary of Rights

1. Both Graham Robert Scott and Wallace T. Cleaves share copyright on collaboratively created game materials generated between 1987 and 2011, described below under *Covered Material*.
2. Each co-author named in (1) extends to the other party named in (1) the right to individually create derivative products (novels, short stories, role-playing game materials) drawing from that common intellectual property.
3. The ownership rights to shared material enjoyed by the parties named in (1) cannot be transferred to third parties without written consent by both parties named in (1).
4. Either party named in (1) may sell or publish derivative materials through third parties without signed consent by the other party named in (1) as long as the third party contract does not claim exclusive or derivative rights to the material.
5. Should either party named in (1) sell, publish, or produce derivative works through third parties (including new partnerships or corporations employing either or both parties named in (1)), that third parties' rights to the intellectual property will remain non-exclusive: A third party's publication of such content gives them no right to bar the other party named in (1) from continuing to use the shared content, unless that second party has signed over his rights in writing.
6. Derivative content developed by the parties named in (1) may be developed without compensation or shares owed to the other party. However, due credit for intellectual debt to the shared property must be indicated in a manner appropriate to the product (such as the acknowledgements page or foreword of a novel).
7. The parties named in (1) pledge to keep each other informed about their derivative uses of shared material defined in *Covered Material*.
8. Neither party has first-publication rights to the other's *derived* material. That is, if party A informs party B of an idea but is taking a long time to develop or publish it, party B must wait until A has delivered or published the idea before treating that derivative content as shared content. Put another way, both parties enjoy first-publication rights to their own derivative products. If the two parties cannot establish beyond reasonable doubt who originated a derivative idea first, the idea will be treated as shared property, with no one receiving priority. (A specific, likely case: If party A emails party B about a derivative idea that party B had also been thinking about, but had not yet stated, party B is obliged to assert his shared claim to the idea in his first response to that email or message. If he does so, the derivative content shall be considered shared, with no one receiving priority. Otherwise, the party who first expressed the derivative idea without priority being challenged holds first-publication rights to that idea.)
9. An electronic signature on this document shall be signified by the typing of name and date by the parties named in (1) above, verifiable through document Revision History.

Parties must be logged into Google so that the Revision History names the author of each change in order for the signature to be valid.

10. Once a version of this document is mutually agreeable to both parties named in (1) and signed electronically according to (9), the document may only be amended by mutual agreement of both parties named in (1), signified by updated names and dates.
11. A change to the text of the agreement that is dated in Revision History as having occurred after the last dated signature by either party named in (1) will be considered non-binding until both parties have updated their electronic signatures.
12. As the sole exception to (10) and (11), the appendix to this agreement, featuring a running list of acknowledged derivative content, may be updated by either party named in (1) without electronic signature. If an addition to the list in the appendix proves controversial, the co-authors agree to leave it marked with a question mark until they can resolve the difference through conversation. A question mark placed at the end of an item in the list will signify merely that the item in question has been proposed but not confirmed for inclusion in the list of derivative content. A party named in (1) has five editing sessions within this document to raise a question about an item on the derived materials list before the item is considered thenceforth a derived product.
13. The parties named in (1) above hereby agree to forward or share any formerly shared content that one party has copies of, if the other party requests that material.

A Statement of Principles and Honor Code

Although the bullets in this subsection are not binding, they are listed here anyway in the interests of maintaining friendship between the two parties:

- When we recognize the other party has priority for a derived idea, we will affirm it in writing, so that the history of the idea does not become muddied later.
- Whenever possible, we will honor the other party's right to try to earn income from his own ideas and his own derivations from shared content.
- Whenever appropriate by publishing or professional convention, we will acknowledge our intellectual debts to each other.
- We will rely on conversation before mediation; on mediation before litigation.
- By making this document public, we recognize that failure to follow this honor code may be publicly remarked upon by third parties.

Special Third Party Case: Ludus Ludorum

In October, 2014, the two parties named in (1) in the Summary of Rights began collaborating with a third member not named in (1) on an online gaming magazine called *Ludus Ludorum*, hosted at *Ludusludorum.com*. Both authors plan to draw on shared content at times for articles on the site. Their ownership of the previously shared content remains their own, however, and does not transfer to *Ludus Ludorum*. *Ludus Ludorum*

instead enjoys a non-exclusive right to publish derivative content that is authored by either of the parties named in (1) of the Summary of Rights.

Covered Material

The rights described in the Summary of Rights apply to any game-related or game-derived fictional material developed by either party named in (1) of that section written prior to 2011 and meeting *any* of the other below conditions:

- The material was created for the shared game system and world known at various points as *Crossroads*, *Fourth World*, and other proposed titles.
- The material was published in the authors' shared gaming newsletter, *Westland Chariot*.
- The material was developed in connection with, or integrated with, game-world proposals sent to Wizards of the Coast, for a contest, by the parties named in (1). Specifically, this includes the world once called *Dracomantle*, which has already spawned derivative products in Mr. Scott's world of *Shroud* and Mr. Cleaves' world of *The Vault*.
- The material was developed by either author named in (1) of the Summary of Rights as in-house supplemental content for the commercially published worlds of *Greyhawk* and the *Forgotten Realms*, and shared or used in common by both game masters.
- The material draws on campaign or world design material associated with Port Trambleton, Crossroads, the Westlands, Mor, the Basin Kingdoms, Cinder, and the in-house variations of the Wild Coast and Cairn Hills from *Greyhawk*.
- Finally, except for material already published by Graham Robert Scott in issue #88 of *Dungeon*, the Covered Material covers any other material not named above but utilized by *both* parties named in (1) of the Summary of Rights during their capacities as Dungeon Masters or Game Masters between the years 1987 and 2011.

We, the parties to the above agreement and shared holders of the copyrights to the described content, below affirm our agreement to the terms detailed above through electronic signature, as indicated in paragraph 9 of the Summary of Rights.

First Party: Graham Robert Scott

Electronic Signature: Graham Robert Scott 10/24/2014

Second Party: Wallace T. Cleaves

Electronic Signature: Wallace Cleaves 10/24/2014

Appendix: List of Derived Products

Shroud: Role-playing game and campaign setting by Graham Robert Scott (in progress). Derived from the Westlands campaign area, Crossroads game system and cosmology, and the Dracomantle proposal.

Excubus: Planned novel or series of novellas set in the *Shroud* world described above, by Graham Robert Scott (in progress).

The Vault: Campaign setting by Wallace T. Cleaves (being published presently in phases on *Ludus Ludorum*), starting Oct. 27. Derived from the Mor campaign world, elements of the Crossroads game system and cosmology, and the Dracomantle proposal.

