#### First, Check the Date on this License!

If this license is more than ninety (90) days old, or if you have reason to believe that a newer version has been released, you have to start by making a reasonable attempt to check for the newest version.

If you find it, use that one instead!

This particular version is dated 12/08/2021.

For now, at least, you can find the latest version at ninuan.org/apocynum-press-community-content/, but if it's the distant future you might have to look harder.

Jenna Katerin Moran '

(Document signature for validity)

# **Introduction to the "Apocynum Press" Community Content Program**

Hi! I'm Jenna Katerin Moran, and this is the license for the "Apocynum Press" community content program.

The program exists so that

- interested fans and creators can make and sell content based on my games, while
- following a set of production and content guidelines, and
- without requiring that I review every proposal, personally approve every qualifying proposal, and establish a new and separate contract for each.

This program is intended to cover a wide but not unlimited variety of content.

It is a foundational principle of this license and program that it is not to limit, restrain, or interfere with my own writing work in any way.

It is a foundational principle of this license and program that I had no obligation to build it, but rather, did so as a gift to the community. If I've imposed a limitation on myself herein, I did so not because I *had* to, but to make you feel more comfortable investing time and money in your own projects.

It is a foundational principle of this license and program that I can freely deny the use of this license to products I find extremely odious, even after their development. If I apply this in a transparently unjust manner, your intended recourse and your *only* intended recourse is to point this out privately and publicly, knowing that the social world of tabletop RPGs is very small.

That said, it is also a foundational principle of this license and program that I'm not *obligated* to know immediately, quickly, or, for that matter, *ever*, whether a product putatively released under its aegis is qualifying, unqualified, or technically qualified but extremely odious.

It is a foundational principle of this license that I can change this license after it's released to fix errors and make clarifications—that, in short, if I release it without a crucial clause or with a "not" in the wrong place, I can re-release it later with a correction. This isn't intended to be unlimited, and I've set a rule for myself that I have to maintain a changelog ... but, in the event of a dispute, you *are* expected to give my opinion as to whether something qualifies as an error fix or a clarification substantial deference.

Finally, it's a foundational principle of this license that it *will* last beyond my death or incapacity, and that my heirs and assigns are not entitled to cancel it or apply its more subjective elements in a manner adversarial to my principles and beliefs. For the most part, I've specified what rights I'm passing to my heirs and assigns and what rights I'm not, but in the event of a question, that principle is there.

### **Core License**

#### 1. Basics

This program lets you work with material from:

- Glitch: A Story of the Not;
- *Nobilis*; and
- the Chuubo's Marvelous Wish-Granting Engine RPG,

You'll have access to system and setting material from these games and a large selection of supplementary content thereto.

You can find the exact details of what you can use in **Core License: Game Systems and Rules** and **Core License: Setting Stuff,** below.

These games, and more generally the system and setting material that this license allows you to draw on, will be called the "Offered Games."

#### 2. What You Can Make.

Here are the things you can currently make as products in the "Apocynum Press" community content program:

#### • New Tabletop Roleplaying Games.

This program lets you make new tabletop roleplaying games drawing heavily on the content of the Offered Games (e.g., a new game inspired by and using content from *Nobilis*) if, *and only if*:

- o your work is a genuinely new game, with new core ideas and ambitions that are realized throughout the text; *and*
- both those core ideas and ambitions, and the way that they are realized, contain surprising and substantive original elements demonstrably not derived from the Offered Games or my other work.

For instance, this program allows you to build a new game with an original setting that fits into the broader *Nobilis* cosmology and uses *Nobilis* design concepts, or, to create a game of spy-vs.-spy intrigue in the *Nobilis* setting that uses unique mechanics and adds significant setting material to support the new game's conceit.

If you aren't sure if you meet this clause's requirements, you can either develop your work and your thoughts on the work further until you feel that not only have you found genuinely new ideas and ambitions within it but that they've been realized throughout the text; or, you can design or market your work as a sourcebook instead. For instance, if your work starts as "Nobilis, with a simplified system" or "Nobilis, with a system licensed from elsewhere," you'll have to either market it as a sourcebook or work on your product until creative alchemy has turned it into something that can be better described as, e.g., "a project that started as Nobilis, with a simplified system, but became its own game" or "a project that started as Nobilis, with a system licensed from elsewhere, and which maybe still sort of is that? But which is also this new emergent thing of its own, because of what I found when their themes connected."

#### • Sourcebooks.

This program lets you make campaigns, adventures, setting books, and resource books for the Offered Games (e.g., a new campaign for *the Chuubo's Marvelous Wish-Granting Engine RPG*), with the following exceptions:

- O Any "sourcebook" that is obviously unreasonable or only very tenuously covered by the description above isn't covered by this program at this time. If you're not sure whether this covers a particular project idea, you can ask me for a ruling!
- O Sourcebooks must be designed and marketed as supplementary content to the game that they're a sourcebook for. It's fine for them to work well as standalone books; it's fine to mention or to center that in your marketing strategy ... but you can't, e.g., market a sourcebook as a core rulebook instead of a sourcebook or write it with the intention of discouraging rather than at least incidentally encouraging the purchase of the game that it's a sourcebook for.
- o I'm not including certain content in the program, because I am, or may in the near future be, working on it myself. Specifically, at this time:
  - This program doesn't cover campaigns set in Horizon where more than half of the characters are recognizable versions of common the Chuubo's Wish-Granting Engine RPG Main Characters.
  - This program doesn't cover campaigns focusing on the pets of the Chuubo's Marvelous Wish-Granting Engine RPG Main Characters, or puppy/kitten/etc. versions of the Main Characters.
  - This program doesn't cover resource books focusing on Excrucian naming or containing more than a third of the Excrucian naming content posted to my tumblr/patreon.
  - This program doesn't currently cover campaigns and setting material focusing on the Far Roofs, adventuring thereupon with the rats of Fortitude, or dealing with the Mysteries that thereupon dwell.

- Soma Village setting stuff isn't covered by this program; however, if it's at most 10% of a larger project with a different focus, you can include up to 2500 words on this subject in a different, otherwise covered product.
- Celestia setting stuff isn't covered by this program; however, if it's at most 10% of a larger project with a different focus, you can include up to 2500 words on this subject in a different, covered product.

#### • Fiction.

This program also lets you make prose fiction, visual art, and comics based on the Offered Games, with the following exception:

o This program doesn't cover prose fiction or comics with a heavy focus on Mrs. Senko or the Sosunov family at this time.

#### • Miscellaneous.

This program lets you create music or spoken word performances inspired by or intended for use with the Offered Games.

This program lets you create stock art resources for the Offered Games, including 3d printer files.

This program lets you create character sheets for the Offered Games.

#### 3. Limitations on What You Can Make.

First, as part of this program, you can only make the stuff that's listed above under **Core License: What You Can Make**, and not excluded by the exceptions noted.

*More precisely:* 

Stuff that's *not* listed under **Core License: What You Can Make** (or that's mentioned but explicitly excluded) doesn't receive the benefits of this license, nor is it considered a participating product in the program, without separate and explicit permission from myself.

Of particular note, that means that as of 12/08/2021 this program is not open to software and computer games; nor, to translations of my work. It also means that if there's some random kind of product that you're interested in producing that I haven't mentioned above (e.g., pancake powder based on the Offered Games), it's not covered under this program either.

#### Furthermore!

Regardless of the kind of product, this program only covers the specific game systems, rules, and settings mentioned below, and only to the extent that they're the intellectual property of Jenna

Katerin Moran (that's me!) or her/my heirs and assigns, and only while abiding by all the relevant rules below.

This license *doesn't* let you make community content based on the intellectual property of others.

This license *doesn't* let you make content based on any other Jenna Katerin Moran intellectual property that has not been mentioned and specifically opened for use as a part of the Offered Games.

#### 3a. A Note on Translations

I don't object to translations in principle! I just don't want two different translators to translate the same work into the same language and wind up in competition.

So ...

Translations are not covered under this program and license, but please don't hesitate to contact me if you would like to do one!

#### 4. Differentiating your Work

Sometimes in gaming it is necessary to reuse portions of an existing text. At the same time, it's important that your work be new and not just a repetition or mixed-up regurgitation of the Offered Games.

Accordingly:

You work may include chunks of up to 500 words, and *only* up to 500 words, directly copied from the Offered Games (e.g., from *the Chuubo's Marvelous Wish-Granting Engine RPG*, or one of its supplements published by Jenna Katerin Moran).

Further, at most 40% of your work can be taken directly from the Offered Games with minor text tweaks—

And at most 20% of your work (included in the 40%) can be a completely unchanged copy.

Once you make actual semantic changes or additions, even if the words are *mostly* the same, you're fine, and don't have to count that bit towards the 40%.

These limits may be relaxed with, and only with, and only to the degree permitted by, specific permission from the author or rights-holder (presumably, me), acquired outside the context of this license.

#### 4a. Exceptions

As an exception to these general rules, you may not copy *directly* from the novel "Fable of the Swan" to an extent greater than would be normally permitted by fair use.

#### 4b. Expected Participant Response

The expectation here is that if you're worried about the 40% limit, you'll change the text in small but meaningful ways to contextualize it or add more new content to shift the percentages; if you're worried about the 20% limit, you'll make little changes here and there to adjust the flow to better fit your particular work; and finally, if you're worried about the 500-word limit, you'll either make little changes or semantic changes, again, or, rethink how much you actually *do* need to copy directly from the Offered Games.

#### Note

In the next few sections, I'm going to speak of myself in the third person for legal clarity.

#### 5. Game Systems and Rules.

So, with the exceptions above, here are the games you can use. You can use any game system rules or terms from any edition of these that is published by Jenna Katerin Moran:

- *Nobilis* (second edition or later)
- Glitch: A Story of the Not
- the Chuubo's Marvelous Wish-Granting Engine RPG

#### As well as from:

- supplements published by Jenna Katerin Moran for the games above
- tumblr posts written and created by Jenna Katerin Moran as content for the games above
- unpublished supplements by Jenna Katerin Moran made available through the "Apocynum Press" community content program

These are the game systems and rules included in the Offered Games.

#### 6. Setting Stuff

Also (again with the exceptions above!) you can use setting material from any edition of

- Nobilis
- Glitch: A Story of the Not, or
- the Chuubo's Marvelous Wish-Granting Engine RPG

#### As well as from:

- supplements published by Jenna Katerin Moran for the games above
- tumblr posts written and created by Jenna Katerin Moran as content for the games above
- unpublished supplements by Jenna Katerin Moran made available through the "Apocynum Press" community content program
- the novel "Fable of the Swan," by Jenna Katerin Moran

This includes places, characters, history, and the like. This is the setting material included in the Offered Games.

#### 7. Post-Mortem Additions

Upon Jenna Katerin Moran's death, if she retained the relevant rights up to that point, you will also be able to use any game system, rules, or setting material from any edition of the following published or released by Jenna Katerin Moran:

- Wisher, Theurgist, Fatalist & Weaver of their Fates
- Dreaming Waters
- A Soul of Your Own
- The Far Roofs

#### As well as from:

- supplements published by Jenna Katerin Moran for the games above
- tumblr posts written and created by Jenna Katerin Moran as content for the games above
- unpublished supplements by Jenna Katerin Moran made available through the "Apocynum Press" community content program

This setting material and rules content will be added to the Offered Games.

Upon Jenna Katerin Moran's death, to the extent that she retained the relevant rights, *and only to the extent that they are used in a respectful and life-affirming manner*, the setting material, characters, and story elements from *Hitherby Dragons* will be added to the Offered Games.

#### *In addition:*

If not previously made available, software and computer games will become media covered by this license two years after Jenna Katerin Moran's death.

Upon Jenna Katerin Moran's death, all resources made available under this license (see **Resources**), that have been available under this license for at least twenty-one (21) days, that Jenna Katerin Moran either owned or had the unlimited right to make available, become permanently and irrevocably available under this license, nor may Jenna Katerin Moran's heirs and assigns take action to limit, abrogate, or impede this availability.

Upon Jenna Katerin Moran's death, the exception in **Core License: Differentiating your Work: Exceptions** for the novel "Fable of the Swan" will no longer be in force.

#### Note

For the most part, I will now be referring to myself in the first person again!

#### 8. Art

Except for that art that I've explicitly provided for your use, and art that you have the explicit permission of the artist and artistic copyright holder to use, you *can't* use art from the Offered Games or from my other work.

I don't even own most of it myself—I like to let the artists retain copyright!

Also, you *can't* use the *Glitch* logo, the Jenna Katerin Moran logo, or any other trade dress of mine not released as part of the stock art and templates.

#### 8.1 What You Can Use

That said:

You *can* use art that I have rights to and have made available for your use as per the **Resources** section, below.

Within the limits of the content guidelines (below, under **Content**), you *can* use correctly-licensed stock art, make your own art, or commission your own art for your products.

Plus,

If you *really like* a particular piece of art from the Offered Games or my other work, and want to re-use it, you can seek the permission of the artist and artistic copyright holder. Unless you somehow violate some other rule here, or break the terms of that permission, obtaining that permission should make that piece of art OK to use here.

#### 9. Regarding My Own Work

I'm going to get a bit technical for a moment because this part is very important to me, and I'm trying to phrase it in a fashion that's safe and bulletproof for me but not too overweening. (Naturally, any reading of the below, whether legal or casual, should take that motivation into account!)

In order to participate in this program, you *must* agree to the following: that

- I, Jenna Katerin Moran, retain the unlimited right to continue developing and producing my own work, including work derived from the Offered Games;
- that I retain full intellectual property rights to the Offered Games;
- that in fact I retain full intellectual property rights to *all* of the work that I would have retained full intellectual property rights in if this license and/or your work did not exist; *and that*
- nothing in this license, nothing you claim under this license, and nothing you produce
  under this license's aegis in any way challenges my unlimited right to continue
  developing and producing my own work, including work derived from the Offered
  Games.

Further, to participate in this program, you must waive your right to dispute my independent creation of any game or setting element that is not demonstrably, surprisingly, and substantively original to yourself.<sup>1</sup>

#### 10. Regarding Others' Work

Further, to participate in the program, you must agree as a general statement that unless a given game or setting element in your work is demonstrably, surprisingly, and substantively original to yourself, it's reasonable to imagine that other "Apocynum Press" community content program participants might independently come up with something very similar—at the smallest scales, even something identical.

(See footnote 1 for more on why this might be.)

#### 11. Noncompliance

If you don't comply with the rules above, your product is not a participant in the "Apocynum Press" community content program and doesn't receive any of the grants or benefits of this license.

That said, I've done my best to write this part so you don't have to worry about it when you're bringing in genuinely original content of your own.

<sup>&</sup>lt;sup>1</sup> That is: when you're building on my work, and not bringing in anything particularly new—that is also a rather *surprising* new thing, and *also* meaningfully influential to the broader work—you *have* to accept that I may be building something similar, and that, by the foundational principles of this program and license, I will get to write, release, sell, and market it, etc., without worrying about the similarities.

One example that I expect will actually come up here is expanded Glitch-style Traits built from the Arcs in the Chuubo's Marvelous Wish-Granting Engine RPG and its supplementary content. If built correctly, the Traits you create from the Arcs will look very much like mine will, regardless of which of us creates them first ... and I retain the unlimited right to write, release, sell, and market books with those Traits in them anyway, without even worrying about whether any Apocynum Press participant has or has not created a project with such a thing. This license doesn't and can't give you anything that would stop, impede, or in any way limit me!

## **Presentation**

This is stuff you have to do for your product to qualify for the "Apocynum Press" community content program.

#### 1. Advertise being Compatible

First, there needs to be a notification that your product is compatible with ... well, whatever game it's made to be compatible with!

This goes in three places:

- the cover of your product
- the credits/legal page or equivalent and
- the product description on any sales site.

The formatting is pretty strict to avoid abuse. The notification that goes in those three places is:

- Either
  - o "Compatible with"
  - o "Requires" or
  - o "From the world of"
- followed immediately by the name of the relevant game, e.g. "Compatible with *Glitch: A Story of the Not.*"

There's a little flexibility on the name:

You can write Glitch's name as Glitch or Glitch: A Story of the Not.

You may write *Nobilis'* name as *Nobilis*, *Nobilis*: A Game of Sovereign Powers, or Nobilis 2e, Nobilis 3e, or Nobilis 4e. If a fifth or later edition is someday released you may use Nobilis 5e etcetera.

You may write the name of *the Chuubo's Marvelous Wish-Granting Engine RPG* with or without the bolding, and may abbreviate it to just *Chuubo's Marvelous Wish-Granting Engine*.

#### 2. Apply the "Apocynum Press" Logo.

Does your product have a cover? Then you have to put the logo on the cover. Put it at the bottom center or the bottom right, unless that's just a horrible artistic choice.

... if both of those *are* horrible artistic choices, you can put the logo somewhere else on the cover, but you have to do it with an eye towards properly branding your product as an "Apocynum Press" community content product.

Don't shrink it too much. The "Apocynum Press" logo doesn't have to be the only logo on the cover, but it *does* have to be legible and discernible at normal viewing size.

#### 2a. Special Cases

If your product doesn't have a cover, but *does* have some sort of visual trade dress, then the "Apocynum Press" logo must be meaningfully represented. In particular, unless this clause *really* doesn't make sense in context, you have to place the "Apocynum Press" logo *somewhere* legible and discernible in the product's visual trade dress on any given sales site.

## 3. Provide the Reader Relevant Legal Information in Readable but Potentially Rather Small Print.

You have to put the following text in your product, in a legible fashion, along with any other legal and copyright information, substituting an appropriate year for "[THIS YEAR]" and your legal name or company name for "[YOUR LEGAL NAME OR COMPANY NAME]":

Glitch, Nobilis, and the Chuubo's Marvelous Wish-Granting Engine RPG are the creations of Jenna Katerin Moran. All Glitch, Nobilis, and Chuubo's Marvelous Wish-Granting Engine setting material and trade dress are the property of Jenna Katerin Moran.

This work contains material that is copyright Jenna Katerin Moran. Such material is used with permission under the Community Content License for "Apocynum Press" Community Content. All other original material in this work is copyright [THIS YEAR] by [YOUR LEGAL NAME OR COMPANY NAME] or the appropriate artistic copyright holder and published under the license and program for "Apocynum Press" Community Content.

Unpublished content available to program participants includes the Book of Golden Hours, a collection of miraculous Arcs, mundane Arcs, and expanded rules for the Chuubo's Marvelous Wish-Granting Engine RPG. Unpublished content available to program participants also includes additional material on Soma Village, the Walking Fields, and Celestia, also for the Chuubo's Marvelous Wish-Granting Engine RPG. In certain cases, program participants may have access to playtest drafts of the 4th edition of Nobilis; a novel adding additional characterization to the Sosunovs, the Outside, and Mrs. Senko; or a book about the rats of Fortitude, the Far Roofs, and the Mysteries. Some of this material is permitted for use in Apocynum Press publication and some is not, but, regardless of any portion of that material that may or may not be published herein or any derivative content from that material that may or may not be published herein, Jenna Katerin Moran retains full intellectual property rights to these works. In no fashion may the release of this work be taken as a challenge to those rights.

If your product is completely textless, without even an accompanying booklet, brochure, or blog post ... well, either include some text or waive this clause, whichever that and in the fashion as a reasonable person would do.

#### Note

Once again dipping into third person for clarity until the end of this "Presentation."

#### 4. Do Not Overreach.

You can't say that your work has been sanctioned or approved by Jenna Katerin Moran. In fact, you can't say that your work is affiliated with her as a person or publisher in any way! ... except to acknowledge, where appropriate, that it licenses some of Jenna Katerin Moran's stuff and is produced and distributed as part of her "Apocynum Press" community content program.

#### 5. Or ... Get a Waiver!

At her completely unfettered option, with no obligation to even talk to you, Jenna Katerin Moran may waive or offer an alternative to one of these **Presentation** rules for your particular product, particularly if asked.

#### 6. Noncompliance

If you don't do the stuff from 1-4, and don't get a waiver from Jenna Katerin Moran as per 5, your product is not a participant in the "Apocynum Press" community content program and doesn't receive any of the grants or benefits of this license.

### **Content**

#### 1. Lift People Up

Your work *has* to have a design ethos that's friendly to human flourishing. It doesn't have to be *about* that, and it doesn't have to *do* that, but it can't get in the way.

Accordingly, there's some stuff that you can't have in your product—or in any advertising, promotions, press releases, affiliated documents, or whatever, either!

#### They should contain:

- a willful, sustained effort to avoid racist, sexist, ableist, homophobic, transphobic, discriminatory, and other repugnant views, as well as to avoid objectifying descriptions of people's bodies or cultures;
- *NO* material that a reasonable person would take as evidence that that willful effort was not made:
- NO material intended to damage, belittle, suppress, or arouse enmity towards the marginalized; and
- NO ideology or aesthetic of violence that implicitly rejects the necessity to consider people as people.

I'm also separately going to require that they contain:

• NO sexually explicit material.

I'm not going to call sexually explicit material strictly opposed to human flourishing in all cases, particularly when managed without objectification, sexism, transphobia, or homophobia, but I'm risk-averse and the games that I'm licensing to you here aren't very explicit.

So, don't include sexually explicit material. That's the rule.

#### 2. Actually Write Something.

Your work has to have new creative content that was not automatically generated.

For instance, a product that uses 500-word chunks straight out of *Glitch* would normally be considered in compliance as long as straight cut-and-paste stuff like that doesn't make up more than 20% of the product's content. (See **Core License: Differentiating Your Work,** above.)

However, a copy of *Glitch* that puts a new glyph between every 500 words and then adds four thousand pages of randomly generated street names at the end would *not* be considered in compliance with the "Apocynum Press" community content program, not because it failed to differentiate itself, but, owing to the lack of new actual content.

#### 3. What You Can Include

This program only grants specific rights to specific intellectual property. Accordingly, your work can contain nothing but the following:

- material you own;
- material in the public domain;
- artwork and templates made available for your use through the "Apocynum Press" community content program;
- other material made available for your use through the "Apocynum Press" community content program—though note that these *do* count as elements of the Offered Games for the purposes of **Core License: Differentiating your Work!** *and, finally,*
- additional content (e.g., artwork) you have the rights or license to use in your product.

#### 4. Noncompliance

If you are not in compliance with this stuff, your product is not a participant in the "Apocynum Press" community content program and doesn't receive any of the grants or benefits of this license.

#### **5. Dispute Resolution**

In event of dispute, I am claiming the right and authority to decide unilaterally that a given work violates the rules in clauses (1) and/or (2) here and is thus ineligible for the "Apocynum Press" community content program.

I am *not* passing this right and authority to my heirs and assigns.

I am, however, requesting that after my death others take the opinions of my heirs and assigns into greater than normal consideration when evaluating whether a work violates the rules in clause (1) or (2).

## **Financial Stuff**

#### Note

Dipping into third person again here.

#### 1. The Royalty

For work covered under this program, you will make a reasonable attempt to forward 6% of the net profits or 5% of the gross income to Jenna Katerin Moran as a royalty.

"Reasonable attempt" is relative to you. If there's a convenient and non-usurious method to forward such funds automatically, and that's the only way it's going to happen, use it.

If there's not, do your best.

If Jenna Katerin Moran is dead, but the copyrights on her work have not expired, you will instead make a reasonable attempt to forward 6% of the net profits or 5% of the gross income to her heirs and assigns.

If you are unable to make contact with Jenna Katerin Moran or her heirs and assigns after a reasonable effort, you may instead donate this royalty to a charity whose ethos matches the design ethos described in **Content: Lift People Up,** e.g., the Trevor Project or RAINN.

If you've earned less than \$20,000 (in U.S. dollars) in total net profits from products released under this license and, despite doing your best, have been unable to pay specific royalties associated with this license for more than two years, you may, at any time, choose to waive some or all of the specific royalties that have been owed under this license for more than two years. This also waives the moral obligation; please do not stress over the matter thenceforth.

That said, if complicated ownership arrangements make its application ambiguous (e.g., by complicating who "you" are and how much you have made), the previous paragraph is to be interpreted in the fashion most advantageous to Jenna Katerin Moran or, after her death, to her heirs and assigns.

#### Note

I do not expect a typical program participant to earn \$20,000 in total net profit, nor should program participants expect to do so; rather, that is a profit level I think may be in reach for participants who are medium or larger corporations, who create a breakout hit, or who produce numerous high-quality licensed products over a substantial number of years.

### Resources

I've made the following list of resources available:

• As of 12/08/2021, a selection of stock art, templates, and not-yet-published text is available at: tinyurl.com/apocynumpress

This specifically includes the following:

- Cover Templates (directory) an InDesign back cover template in the style of *Fortitude:* the Legendary 139, with various colors available, designed by Brett Grimes, with these key components provided for your use:
  - Instructions.txt a guide for use.
  - o Examples of How it Looks directory with examples you can look at.
  - AP Back Cover Template.idml & AP Back Cover Template.indd – the main InDesign templates
  - Links/AP Back Cover.psd,
     Links/AP Cover Wrap.psd,
     Links/AP Spine.psd,
     Links/AP Title Plate.psd the main art for the cover.
  - Document Fonts blank directory, left as a reminder that InDesign likes them.
     You will have to use your own fonts.
- Glitch Templates Folder Feb 25 (directory) a guide to Glitch's layout, with these key components provided for your use:
  - Glitch Templates.idml &
     Glitch Templates.indd &
     Glitch Templates.pdf I took Glitch and hacked out almost all of the text and
     replaced some of it with notes, leaving you a lot of notes and page decorations to
     look at.

- Links/8Pimpernel.tif, 14ChamomileA.tif, 15LarkspurA.tif, 18StonecropC.tif, 19WhiteStoneCropA.tif, 20Stonecrop.tif, 41StJohnsWortA.tif, 44HollyhockMallowA.tif, 50Hollow-RootA.tif, 55ColumbineA.tif, 57NettleA.tif, 60Vetch.tif, 90WindflowerA.tif, 126Teasel.tif, 128ParadisePlantA.tif, 130DragonwortA.tif, 132ButchersBroomA.tif, 143CornbineA-edit.tif, 174Violet (reversed).tif, 178Iris.tif, 313Orchid.tif, 323Sage.tif, 368Cattail Updated.tif, 393ChineseLantern.tif, 411Bindweed.tif, 489Cowslip Updated.tif, 513Foxglove.tif flower images from Leonhart Fuchs' Herbal, mostly provided to me by Rand Brittain or James Wallis
- Links/Empty.png for when you need an empty png.
- Links/Poisoned Card 2.png card design from Glitch: A Story of the Not, for reference.
- Links/UH-Blue.svg, UH-Crook.svg, UH-Flame.svg, UH-Gray-Alt.svg, UH-Green.svg, UH-Star.svg, UH-Struggle.svg icons for *Glitch*, designed for me by Peter Gifford
- Logos (directory) logos and icons
  - o icon Black.jpg,
    - icon Blue.jpg,
    - icon Gold.jpg,
    - icon Green.jpg,
    - icon Grey.jpg,
    - icon Orange.jpg,
    - icon Purple.jpg,
    - icon Red,jpg icons for *the Chuubo's Marvelous Wish-Granting Engine RPG*, designed for me by Claudia Cangini
  - o logo textless scales.png the Apocynum Press logo, by Camille "Karma" O'Leary
- Texts (directory) various texts
  - A Brief History of Town Salute Apocynum.pdf,
     Soma Village Salute Apocynum.pdf,
     Celestia Salute Apocynum.pdf unpublished content for the Chuubo's Marvelous Wish-Granting Engine RPG, mostly written before the book's release and thus out of date.
  - The Character Development Guide Salute Apocynum.pdf a more recent work, also unpublished.
  - Notes on the Process of Game Design by Jenna Moran.pdf some general thoughts and advice. This is not actually game content and is not considered part of the Offered Games.

- Scribus Chuubo Community Content Layout Collection.zip a set of useful templates in Scribus. These are provided by Xavid; I trust them and I am hosting them but I do not own them and more importantly do not own a copy of Scribus and thus cannot be responsible for the contents.
- Any additional material found with these materials is likely *intended* to be available for your use but may be present accidentally; please consult me if necessary.

## **Procedures for Changes to the Core License**

#### 1. Activating the License.

This license becomes active when I release a signed PDF version and matching text or HTML document, neither obviously incomplete, erroneous, or corrupt, and then acknowledge publicly at least a week's time afterwards that it appears correct.

Once active, this license can only be changed by myself (Jenna Katerin Moran) or my heirs and assigns, and only using the rights and procedures described herein.

As of 12/08/2021, to be complete, any license of this sort must offer a reasonable method for me to correct significant errors and omissions. Any license without such methods should be considered incomplete unless I have publicly disclaimed this clause.

#### 2. Procedure for Changes

Changing this license always involves and requires three things:

- a public announcement of the change, e.g. through my social media;
- a public release of the changed license;
- an update to the changelog associated with the license.

#### In addition.

- the changed license must properly reflect the change described in the public announcement;
- the changed license cannot be obviously incomplete, erroneous, or corrupt;
- the update to the changelog must be accurate to the change, if not necessarily comprehensive.

If the change is otherwise legitimate, the change then goes into effect.

The expected primary hosting site for this license is ninuan.org, at the url ninuan.org/apocynum-press-community-content/; however, I am not obligated to maintain my ownership of the ninuan.org domain. Accordingly, the license's primary hosting site may change or become unstable at a later time.

#### 2b. Disputes over Whether a Change Went into Effect

Any dispute about whether a given change went into effect is to be resolved based on:

- primarily, the foundational principles for this license and program;
- secondarily, my publicly expressed intentions and beliefs on the matter;
- and tertiarily, *if* they were the ones to make a given change, the publicly expressed intentions and beliefs of my heirs and assigns.

#### 3. Reverting Changes

I retain the unlimited right to revert any changes I have made within twenty-one (21) days of making them. This is handled as a new change.

My heirs and assigns will also have this right, but only in regards to changes that *they* make.

I am not putting any provision in place to protect people who start projects in those twenty-one days that the reversion invalidates. If you're concerned, please just wait.

#### 4. Administrivia

I retain the right to update the changelog and the "First, Check the Date on this License!" section in an appropriate fashion when this license is updated. When this license has become active, I retain the right to mark it as such.

My heirs and assigns will also have these rights.

#### **5. Fixing Major Omissions**

I almost forgot the administrivia section immediately above, even though it's critical. So!

If I notice in the future that something critical like that is obviously missing, I retain the right to add it to this license.

If I notice that something that is not strictly speaking *critical* but is still reasonably important to the clarity or smooth functioning of this license is obviously missing, I retain the right to add that to the license too!

My heirs and assigns will also have these rights.

#### 6. Fixing Errors

Similarly, I retain the right to update parts of this license to fix errors. Except as covered by other clauses, this is limited to stuff where a reasonable person would consider it at least plausible that the altered text was in error.

For my heirs and assigns, this right is weaker:

They can fix errors, but only in cases where a reasonable person would agree that the text was *likely* in error, and in any case only within one year of the license's release or of the relevant error being added.

#### 7. Adding New Options

I retain the right to add additional options to this license—e.g., making new media or game systems available under this license—and can add details, clauses, and restrictions wherever appropriate in this license as long as they only have meaningful practical effect on these additional options.

My heirs and assigns will also have this right.

#### 8. Adding Clarifications

I retain the right to add or change parts of this license for the sake of clarification. This is limited to stuff where a reasonable person would consider it at least plausible that such changes *do* act as a clarification.

My heirs and assigns do *not* have this right.

#### 9. Updating the List of Resources

I retain the right to update the list of resource locations and the list or lists of resources under **Resources**, as long as the section remains a legitimate guide to community resources.

This includes the right to remove all resources and resource locations from the relevant lists.

I retain the right to announce that a given resource was made available accidentally. If I do, then it's no longer a resource made available for your use under this license.

My heirs and assigns also have these rights, save as discussed in **Post-Mortem Additions**.

Except when there's an appropriate announcement that a resource was made available in error, resources made available under this license *stay* available for the duration of any project started or ongoing while they are available.

#### 10. Adjusting Post-Mortem Options

I retain the unlimited right to change the post-mortem additions and alterations to this license and to remove or add content to Appendix A.

This right is not transferable and my heirs and assigns do *not* receive it.

#### Note

This is the big one. I'm including it because I might make mistakes.

#### 11. Removing Options

I retain the general right to remove options from this license, e.g., removing a game from the Offered Games, removing a general option from **Core License: What You Can Make,** or carving out a new exception under **Core License: What You Can Make: Sourcebooks.** 

My heirs and assigns also have this general right, but may only exercise it in cases where a reasonable person would agree that the granted option was obviously granted in error, and only within one year of the license's release or of the relevant option being added thereto.

#### 11.1 Declaration of Accidental Inclusion.

Removing an option from the license using the general "Removing Options" rule requires a public declaration that the option was offered unintentionally.

(This is not required to remove options by, e.g., "Reverting Changes" or "Adjusting Port-Mortem Options.")

#### 11.2 Grace Period

#### If something:

- was allowed under this license
- for at least twenty-one (21) days,
- but was then removed under the general **Procedures for Changes to the Core License: Removing Options** clause

#### And if you started work on a project

- in good faith
- that required that thing
- during the time in which it was allowed
- (or within another thirty days after, if you did not hear that it was removed)

#### And if you invested

- at least fifty (\$50) U.S. dollars or equivalent or
- at least ten (10) hours of personal unpaid development time between yourself and any colleagues working on the project

#### Then a grace period exists:

You are allowed to sell the product as if that particular option had not been removed for a maximum of up to:

- two (2) years from its release;
- five (5) years from the option's removal from the license; or
- until it has earned back 200% of its costs by a reasonable accounting of costs and earnings,

#### whichsoever comes first.

I don't want to allow weird exploits here. If there's a dispute, interpret "reasonable accounting" and "good faith" in the way most advantageous to me or my heirs and assigns.

# **Changes to Presentation and Content Requirements**

#### 1. Procedure for Changes

As noted, changing this license always involves and requires three things:

- a public announcement of the change, e.g. through my social media;
- a public release of the changed license;
- an update to the changelog associated with this license.

#### In addition,

- the changed license must properly reflect the change described in the public announcement:
- the changed license cannot be obviously incomplete, erroneous, or corrupt;
- the update to the changelog must be accurate to the change, if not necessarily comprehensive.

If the change is otherwise legitimate, the change then goes into effect.

#### 2. Updating Presentation Requirements

I reserve the right to add or change requirements regarding product trade dress, included text in the product, and restrictions on specific forms of marketing and presentation at any time.

I'm going to limit this right as follows:

First, it must remain possible and not unduly onerous to produce and market typical products created in good faith for the "Apocynum Press" community content program.

Second, if you're not aware of any newer version until you've already started working on the relevant trade dress, you can keep using a version of this license's presentation requirements that's up to ninety (90) days out of date.

Third, you don't have to update the trade dress on immutable products such as printed books when I add or change presentation requirements. This applies as soon as you've committed

ineluctably to their creation (e.g., when you tell a professional printer they can go ahead and print your book, even if they haven't actually done so).

Finally, unless I say as much when announcing the change, you don't have to update existing digital trade dress when I add or change requirements. I *can* demand that, but by default, it's optional.

My heirs and assigns do *not* receive the right to add or change requirements related to product trade dress outlined in this section, limited or otherwise, except as covered in Appendix A.

#### 3. Updating "Lift People Up"

I reserve the right to make modest, incremental updates to **Content: Lift People Up,** reflecting my developing understanding of an appropriate design ethos for "Apocynum Press" community content products.

My heirs and assigns do not receive this right.

Unless stated otherwise when an update to **Content: Lift People Up** is announced, projects may continue to use the version of **Content: Lift People Up** that existed at the time of their inception.

#### 4. Updating Other Content Requirements

I only anticipate ever changing these through "Fixing Errors," "Fixing Major Omissions," "Adding Clarification," "Reverting Changes," and possibly through "Adding Options."

## **Calamitous Errors**

#### 1. Calamitous Errors Clause

If there is a foundational or calamitous error in this license, such that a reasonable person would agree—on reviewing the license, its foundational principles, and the described error—that what I see as a foundational or calamitous error is in fact plausibly present, plausibly erroneous, plausibly at least somewhat foundational or calamitous, and plausibly difficult or impossible to fix using the normal procedures for changes, then, I may modify this license however it might be necessary to address it, using a procedure that involves *some* sort of publicly accessible and reasonably informative announcement but is otherwise only as close to the normal procedure for changes as I can reasonably manage given the error in question.

This right does not pass to my heirs and assigns.

## Appendix A -

# **Additional Contract Changes Permissible to Heirs and Assigns**

#### 1. Anti-Harassment Clause.

As a tool against possible harassment, the following presentation requirement may be added on a temporary or permanent basis by Jenna Katerin Moran's heirs and assigns.

If added permanently, it may later be removed by Jenna Katerin Moran's heirs and assigns.

It should be included *as is*, save that the outer brackets "[" and "]" delineating the beginning and end of the following presentation requirement can be removed and the last line ("This rule is not in effect.") may be removed, replaced with the statement "This rule is in effect," or replaced with the statement, "This rule is in effect from (date) to (date)," with actual dates substituted in appropriately.

**Harassment.** While this rule is in effect, new participating products may only be released if they display the following prominently and without denial or mockery, both within the product and at all of points of sale:

This product has been released under a community content license that has been used as a tool of harassment against its rights-holder. It is *not* intended as a tool of harassment, and *is* intended to abide by the Apocynum Press program's design ethos and community content restrictions, and you can hold it to that—

If you find that this product's design ethos is not friendly to human flourishing, please reduce the weight of that harassment by refusing to buy and/or rating it down. Similarly, if you think that this product, or its advertising, contains material intended to damage, belittle, suppress, or arouse enmity towards the marginalized; that it contains racist, sexist, ableist, homophobic, discriminatory, or other repugnant views or objectifies people's bodies or cultures; or that it contains an ideology or aesthetic of violence that implicitly rejects the necessity to consider people as people, again, please refuse to buy, and/or, rate this down. Finally, if you think that this product, or its advertising, contains sexual content explicit to such extent as to tarnish the work of the original creator unless the rights-holder actively seeks it out and takes action against it, please do not buy, and/or, rate this down.

#### This rule is not in effect.

**2a. Computer Games and Media.** If it has not yet taken effect, Jenna Katerin Moran's heirs and assigns may remove the statement that states that software and computer games will become media covered by this license two years after Jenna Katerin Moran's death. Having removed that clause, they may reinstate it at any later time, in a similar fashion.

#### **3. Procedure for Changes**

As noted earlier, changing this license, whether by Jenna Katerin Moran or her heirs and assigns, always involves and requires three things:

- a public announcement of the change, e.g. through social media;
- a public release of the changed license;
- an update to a changelog associated with the license.

#### In addition,

- the changed license must properly reflect the change described in the public announcement;
- the changed license cannot be obviously incomplete, erroneous, or corrupt;
- the update to the changelog must be accurate to the change, if not necessarily comprehensive.

If the change is otherwise legitimate, the change then goes into effect.

#### CHANGELOG

Document created – 12/08/2021