

**FAN COMMUNITY COUNCIL**  
“STATEMENT OF UNDERSTANDING”  
WWW.ENWORLD.ORG/FANCC/

Welcome to the wonderful world of netbooks.... We hope you'll add your ideas to our amazing pool of resources. Read through this guide to get an idea of the process. Remember... It's YOUR game now!

### **PART I. The Community Council**

The Community Council offers a consolidated approach to the development of new gaming products by compiling community created contributions and freely distributing the material under the Open Gaming License. We do this by:

- Appointing a volunteer project leader to organize a specific product effort
- Building a focus group of 3-7 team members
- Developing a vision for the product
- Following a set process methodology
- Collecting information from around the web
- Taking submissions from community contributors
- Analyzing all product contributions
- Creating continuity within and between products
- Publishing these products in easily used formats
- Providing monthly and/or quarterly updates for each product
- Offering unlimited distribution to the Internet gaming community

The Community Council is the first effort under the Open Gaming License to consolidate the works created and converted by the gaming community into a single resource that can be introduced into any campaign. It is our goal to build a series of Community Council accessories that are recognized for their professionalism and content.

### **PART II. You and Your Submissions!**

So you have developed the greatest new [insert your item here] ever seen? Are you ready to share your ideas with the rest of the world? We here at the Community Council are dedicated to taking works just like yours, adding them to a vast collection of material, and seeing that they get the widest possible distribution. We currently have over 30 separate product creation teams working hard with contributors just like you to finalize ideas and publish them as part of the open gaming movement. As a contributor to the Community Council, you have an opportunity to leave a real and lasting impression on the gaming community. Every item you send us gets a COPYRIGHT NOTICE with YOUR name stamped right across the top. When you're done working with our project teams on your amazing ideas, you and everyone else who looks through our products will know exactly where those great ideas came from.

### **PART III. Open Gaming**

The key to our success as an organization is the newly adapted element of Open Gaming. This is a new concept in role-playing games, but one that is sure to stay. If you are not already familiar with the concept of Open Gaming, it is a movement within the gaming community to create a shared system of rules that can be built on by anyone, rather than having multiple rules systems to accomplish the same goals. Much like the "open source" movement fostered by the linux community, material is released and protected under a specific license (the OGL for example) and shared with others in the gaming community. You still maintain all of the rights to your work, but under the concept of Open Gaming you are authorizing a worldwide, unlimited, royalty-free right to use the material freely in compliant products. It allows other organizations, companies, and individuals an opportunity to contribute to the game without the fear of losing credit for their work.

### **PART IV. The Open Gaming License**

There are various Open Gaming options. The one we use to produce our materials is the Open Gaming License created and supported by Wizards of the Coast. By using this Open Gaming License, we open our materials (those items created by you) for publication not only in our resources, but in any resource anywhere. You could effectively submit a new spell under the OGL to the Community Council one month, and the next month see your idea plastered across the pages of a Sword and Sorcery production. Best of all, you will still get the credit for your work because you still own the copyright.

The best thing to do is shoot through the Open Gaming License really quickly. I've enclosed a copy on the next page. If you have questions about any of this, there is a great FAQ resource at: <http://www.earth1066.com/D20FAQ.htm>. If you have specific questions relating to the OGL and how it is used or supported by the Community Council, you can send your questions to [dungeonkeeperuk@yahoo.com](mailto:dungeonkeeperuk@yahoo.com).

## The Open Gaming License

THIS LICENSE IS APPROVED FOR GENERAL USE. PERMISSION TO DISTRIBUTE THIS LICENSE IS MADE BY WIZARDS OF THE COAST!  
OPEN GAME LICENSE Version 1.0a

The following text is the property of Wizards of the Coast, Inc. and is Copyright 2000 Wizards of the Coast, Inc ("Wizards"). All Rights Reserved.

1. Definitions: (a) "Contributors" means the copyright and/or trademark owners who have contributed Open Game Content; (b) "Derivative Material" means copyrighted material including derivative works and translations (including into other computer languages), potation, modification, correction, addition, extension, upgrade, improvement, compilation, abridgment or other form in which an existing work may be recast, transformed or adapted; (c) "Distribute" means to reproduce, license, rent, lease, sell, broadcast, publicly display, transmit or otherwise distribute; (d) "Open Game Content" means the game mechanic and includes the methods, procedures, processes and routines to the extent such content does not embody the Product Identity and is an enhancement over the prior art and any additional content clearly identified as Open Game Content by the Contributor, and means any work covered by this License, including translations and derivative works under copyright law, but specifically excludes Product Identity. (e) "Product Identity" means product and product line names, logos and identifying marks including trade dress; artifacts; creatures characters; stories, storylines, plots, thematic elements, dialogue, incidents, language, artwork, symbols, designs, depictions, likenesses, formats, poses, concepts, themes and graphic, photographic and other visual or audio representations; names and descriptions of characters, spells, enchantments, personalities, teams, personas, likenesses and special abilities; places, locations, environments, creatures, equipment, magical or supernatural abilities or effects, logos, symbols, or graphic designs; and any other trademark or registered trademark clearly identified as Product identity by the owner of the Product Identity, and which specifically excludes the Open Game Content; (f) "Trademark" means the logos, names, mark, sign, motto, designs that are used by a Contributor to identify itself or its products or the associated products contributed to the Open Game License by the Contributor (g) "Use", "Used" or "Using" means to use, Distribute, copy, edit, format, modify, translate and otherwise create Derivative Material of Open Game Content. (h) "You" or "Your" means the licensee in terms of this agreement.

2. The License: This License applies to any Open Game Content that contains a notice indicating that the Open Game Content may only be Used under and in terms of this License. You must affix such a notice to any Open Game Content that you Use. No terms may be added to or subtracted from this License except as described by the License itself. No other terms or conditions may be applied to any Open Game Content distributed using this License.

3. Offer and Acceptance: By Using the Open Game Content You indicate Your acceptance of the terms of this License.

4. Grant and Consideration: In consideration for agreeing to use this License, the Contributors grant You a perpetual, worldwide, royalty-free, non-exclusive license with the exact terms of this License to Use, the Open Game Content.

5. Representation of Authority to Contribute: If You are contributing original material as Open Game Content, You represent that Your Contributions are Your original creation and/or You have sufficient rights to grant the rights conveyed by this License.

6. Notice of License Copyright: You must update the COPYRIGHT NOTICE portion of this License to include the exact text of the COPYRIGHT NOTICE of any Open Game Content You are copying, modifying or distributing, and You must add the title, the copyright date, and the copyright holder's name to the COPYRIGHT NOTICE of any original Open Game Content you Distribute.

7. Use of Product Identity: You agree not to Use any Product Identity, including as an indication as to compatibility, except as expressly licensed in another, independent Agreement with the owner of each element of that Product Identity. You agree not to indicate compatibility or co-adaptability with any Trademark or Registered Trademark in conjunction with a work containing Open Game Content except as expressly licensed in another, independent Agreement with the owner of such Trademark or Registered Trademark. The use of any Product Identity in Open Game Content does not constitute a challenge to the ownership of that Product Identity. The owner of any Product Identity used in Open Game Content shall retain all rights, title and interest in and to that Product Identity.

8. Identification: If you distribute Open Game Content You must clearly indicate which portions of the work that you are distributing are Open Game Content.

9. Updating the License: Wizards or its designated Agents may publish updated versions of this License. You may use any authorized version of this License to copy, modify and distribute any Open Game Content originally distributed under any version of this License.

10 Copy of this License: You MUST include a copy of this License with every copy of the Open Game Content You Distribute.

11. Use of Contributor Credits: You may not market or advertise the Open Game Content using the name of any Contributor unless You have written permission from the Contributor to do so.

12 Inability to Comply: If it is impossible for You to comply with any of the terms of this License with respect to some or all of the Open Game Content due to statute, judicial order, or governmental regulation then You may not Use any Open Game Material so affected.

13 Termination: This License will terminate automatically if You fail to comply with all terms herein and fail to cure such breach within 30 days of becoming aware of the breach. All sublicenses shall survive the termination of this License.

14 Reformation: If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

15 COPYRIGHT NOTICE

Open Game License v 1.0 Copyright 2000, Wizards of the Coast, Inc.

[ end of License ]

## PART V. OGL Options

So now that You've seen the awe-inspiring OGL, it is important to understand how we use it. As you read through, you will notice two specific kinds of content that are included: Product Identity (PI) and Open Gaming Content (OGC).

*Product Identity* (PI) represents the portion of work protected by normal copyrights. This material is NOT added to the pool of shared resource we discussed earlier. You need to have special permission from the author to use these works, just as you would under normal copyright law. PI materials can't be used unless you have that permission.

*Open Gaming Content* (OGC) is material that has been released as a shared resource. OGC is available for use, modification, and distribution by anyone interested in it. The work is still protected by copyright, but the owner of the copyright has authorized the worldwide, unlimited, royalty-free right to use the material freely in compliance with the OGL. This is what we do.

Normally, you decide what portions of your material you wish to protect and what portions you wish to share. You identify the protected portions as PI and the shared portions as OGC. You can't identify a specific item as both; it must be one or the other. Understanding the difference is important because we publish ALL submissions as OGC. The idea of the Community Council is to create freely distributed works that can be used anywhere by anyone. We can only do this by publishing all submissions as OGC. To better state it, YOU actually make your material OGC by sending it to us. There is a very specific process, but it's pretty easy to follow and only really has three steps.

## PART VI. The Submissions Process

So now that we have established that all materials are going to be published as Open Gaming Content, we need to talk about the process itself. You have seen the Open Gaming License, and yes, it is a legal document. Because it is a legal document, its letter and intent must be clearly followed. If we fail to follow the OGL as written, we could lose all rights to publish under it... and worse, we could get sued! Remember that the Community Council is nothing more than a fan club that wants to see your ideas get published and distributed to the multitudes of gamers out there. None of us want to get into any trouble, so there is a three-part plan that has to be followed by contributors (that's you) to enter submissions for release in our netbooks.

1. **Download and read a copy of the "Statement of Understanding"**. Guess what? THIS is the Statement of Understanding, so by having read this line, you've already completed step 1.
2. **Download and complete the Permission Agreement**. OK, this is where it gets a little sticky. We hope you can get through this part, because you only have to do it once...and once it's done, you are a certified contributor for any netbook we sponsor.
3. **Include a "Statement of Authority to Contribute" with each e-mail you use to send us submissions**. This part is pretty easy too, it's pretty short and you can copy and paste it into your e-mail.

1. The Statement of Understanding (SOU) was created to give you some insight into the Community Council's submissions process...mainly so you don't see a legal form looking for a signature and freak-out. It's not so much a legal document as it is a descriptive text. Again, by reading this statement, you have already fulfilled this step.

2. The Permission Agreement is a binding contract between you (the contributor) and the Community Council that says we can use and publish your submissions as Open Gaming Content. Unfortunately, this is a step that can't be skipped. It is necessary to have the written legal permission of the copyright holder (you) in order to publish your material as Open Gaming Content. Since we publish ALL material as Open Gaming Content, we must have your signature. Don't worry too much, the Permission Agreement is really basic. It says that the submissions you send us are yours and that you'll fight the battle if they aren't (instead of us), it tells us what e-mail addresses you'll be sending submissions from and identifies their receipt as an authority to publish your materials, it gives us all of your contact information (in case there is some sort of dispute later on), and basically says that you agree to abide by the terms of the OGL. Once you sign it and stick it in the mail, you'll get a contributor ID (see below). Actually you have two choices with the Permission Agreement, you can either send it via normal mail (to the address shown on the form), or you can sign it and scan it into your computer (assuming you have access to a scanner). If you choose to sign and scan, you need to make sure you save it as a common graphic image type (tiff, JPG, GIF) and it needs to be readable. Send the scanned document or image to [dungeonkeeperuk@yahoo.com](mailto:dungeonkeeperuk@yahoo.com).

3. The last part of our submissions triad is the "Statement of Authority to Contribute". This last step is one that needs to be taken each and every time you send us submissions. Remember that we do all of our transactions by e-mail (accept for the signed Permission Agreement, and even that you can do via e-mail if you have a scanner). First, you need to make sure that you are sending your submissions from one of the accounts listed on your Permission Agreement (otherwise we can't accept them). Then, add all of your submissions to the text of the message (most teams don't like attachments, but follow the team's rules on this aspect). Once you've gotten all of your submissions typed up, you need to add the following statement to the bottom of your message:

STATEMENT OF AUTHORITY TO CONTRIBUTE: I [Full Legal Name as registered in your Permission Agreement], Contributor ID [Your contributor ID number as provided by the FANCC] release all submissions listed below to the FAN Community Council as Open Gaming Content in accordance with the terms addressed in my FAN Community Council Permission Agreement and the Open Gaming License. Submissions released: [List the name and type of each submission included with your message]

Make sure to type YOUR information into the red sections as described. If you don't, you'll get an e-mail back from the project team asking you to do so. Be sure that the name you enter is the same as the name you entered on your permission agreement and be sure to use YOUR Contributor ID (see below). List the name and type of each submission in this message. By type, I mean "Spell", "Feat", "Class", "Prestige Class", "City", etc. If you don't list the name and the type, you'll get an e-mail back from the project team asking you to correct your submissions list.

So, as you can see, it really is a pretty simple process. You read this guide, sign the agreement, then add a statement to each e-mail you send. Simple.....and, you've made a lasting contribution to the game.

If you didn't do any of these things or just didn't do one of these things, we are sorry but your ideas can't be used until they've been done.

#### **PART VII. Your Contributor ID and Personal Information**

In the Permission Agreement, you have to enter some stuff you probably don't want other folks to have. I sure don't want anyone downloading my address or phone number! Well not to worry. First off, your agreement gets scanned into our system with the contact information covered up. The only person that ever sees your address or contact information is the Chairman (who maintains all hardcopies of all agreements). Once the agreement is scanned (without your personal info), it gets added to a database of certified contributors. This database is a secure, password-protected directory that is only accessible by team leaders from the Community Council. Your e-mail addresses and other info will never be shared with anyone for ANY reason.

Once you send your Permission Agreement in, you will get a contributor ID. This Contributor ID will be used in your "Statement of Authority to Contribute" whenever you send us a submission. You can actually request a contributor ID by sending an e-mail to [dungeonkeeperuk@yahoo.com](mailto:dungeonkeeperuk@yahoo.com), but you won't get it until your Permission Agreement has been received. Keep in mind that every project team is required to verify your contributor ID with the contributor database before they can publish your work. If you don't have a contributor ID or Permission Agreement on file, you'll be getting back an e-mail from our project teams saying "it's a great idea, but we can't use it unless it is submitted under the OGL as OGC". We are sorry, but we cannot and will not make exceptions to this policy (for legal reasons).

#### **PART VIII. The Bottom Line**

We are here for YOU. We are here to publish YOUR ideas and share them with EVERYONE. This is the single greatest opportunity a gamer has ever had to create material and share it with the world....and its all released under the OGL.

If you are worried about due credit, don't be. Your COPYRIGHT NOTICE will be included in our publications as part of the content for every submission you send us. Under the terms of the OGL, this COPYRIGHT NOTICE has to stay with your work, no matter what happens.

So join us in our efforts and add your ideas to this amazing community resource...

You can find more information about the submissions process and all of the materials you need (Permission Agreement, Q&A, project contact lists, etc.) at <http://www.enworld.org/fancc/>.

**...Remember, It's YOUR game now**