



The Mana World

OCTOBER, 2022

**TMW2 / THE MANA WORLD
MERGE AGREEMENT**
DRAFT VERSION



DEFINITIONS OF THIS MERGER

THE MANA WORLD TEAM (“TMWT”), refer to the governing body of The Mana World (“TMW”), ruled by its constitution currently available at policies.themanaworld.org/constitution and associate project of SPI Inc.

“TMW2” refers to the governing body of Moubotaur Legends, Mana Spheres, and other associated subprojects, ruled by its social contract and not US-based.

TMWT PROJECTS refer to the projects already existing under The Mana World.

TMW2 PROJECTS refer to the projects already existing under TMW2.

BOTH PARTIES refers to the objects of this agreement.

MODIFICATIONS TO THE CONSTITUTION

The Mana World Team constitution shall be deemed the authoritative document post-merge, with the following amends:

In duties section, where it reads “TMWT understands that all members are here to help each other fulfil the common vision of making a Open Source 2D MMORPG.”, shall be amended to include the following item:

“TMWT may keep subprojects not directly related to the goal but which provide support or share the same meta universe as The Mana World.”

No other change shall be required, however, this agreement may transitorily override some of TMWT constitution clauses and TMWT governance, such as regarding Game Masters elections.

FINANCIAL ASSETS

Assets previously owned by TMW2 at the time of the merger shall not require a TMWT vote to be spent on, being suffice the approval by TMW2 former sponsor board. Further assets shall be collected under The Mana World Team and used by a TMWT vote.

TMWT agrees to pay for all debts and bills under TMW2 group, knowingly:

- DNS renewing costs
- Backup server hosting costs

DISSOLUTION AND DISASSOCIATION

This agreement may be dissolved if proven to be impossible or by mutual interest.

THE MANA WORLD TEAM MEMBERSHIP

The Mana World Team membership shall be affected in the following way, in *italic* are those whom are already TMWT board members:

Administrator

Jesusalva, TMW2 Administrator

Jak1, TMW2 Administrator

Game Master

Demure, TMW2/LoF Game Master

Developer

Saulc, TMW2 Head of Development

Xanthem, TMW2 Developer (map & quest)

NetSysFire, TMW2 Developer (proofreader)

Poppet, TMW2 Developer (mapper)

Hocus, TMW2 Developer (pixelart)

Micksha, TMW2 Developer (map & pixel)

LawnCable, TMW2 Developer (coder)

Ledmitz, TMW2 Developer (sfx)

Adviser

Povo, TMW2 Treasurer

Pyndragon, Land of Fire Head Executive

Pihro, Land of Fire Head Executive

GoNzO, GermanTMW Head Executive

Cordo, TMW2/LoF Game Master, Retired

DangerDuck, TMW2 Developer (questart)

Seeds, TMW2 Developer & Game Master

Kolchak, TMW2 Developer (questart)

MerlinX420, TMW2 Adviser

Bjorn, TMW2 Adviser

Advisers which by the time of the merge do not have forum accounts, must register within 60 (sixty) days, or the invite in TMWT will lapse.

OTHER ASSETS

Saulc shall be granted access to social networks.

The social networks consolidations (IndieDB, Itch.io, Facebook, Twitter, Reddit, Discord, Sourceforge, OpenHub, Imgur, DeviantArt, OpenGameArt, Steam, YouTube, Trello, etc.) shall be conducted by a comission composed of **Jesusalva, Saulc, Reid and WildX**.

forums and Wiki consolidations will be conducted at convenience, to account for the various diverse tools in use by both teams. No specific team will be assigned for this task.

IRC channels consolidations shall be conducted with forwarding by **Jesusalva and Freeyorp**.

Websites consolidations, if any, shall be conducted at convenience by **Jesusalva, LawnCable and Gumi**.

Mailservers consolidations, if any, shall be conducted at convenience by **Jesusalva, Freeyorp and Gumi**.

Patreon and financial accounts consolidation will be conducted by **Jesusalva, Povo, WildX and Gumi**.

No consolidation is required for repositories and translations.

Servers will be kept running where they currently are and no SSH changes are expected from this agreement, but system admins may move them around if they deem convenient.

As per TMWT Constitution, Mouboutaur Legends is acknowledged as a subproject with its own team, and developers not associated with it shall not interfere on its decisions unless an appeal for a TMWT-wide vote is made.

As per TMWT Constitution, Mana Spheres is acknowledged as a subproject with its own team, and developers not associated with it shall not interfere on its decisions unless an appeal for a TMWT-wide vote is made.

OTHER POLICIES CHANGES

The Policy “**Game Rules**” is hereby renamed to “Legacy/Evolved Server Rules”.

A new policy, “**Moubootaur Legends Server Rules**” is added with the content from <https://wiki.moubootaurlegends.org/Rules> items 1-6, and 8-10. Rule #7 and Rule #11 are therefore revoked. Disputes will be resolved by the Court House forum instead of TMW2 root admins. Rule 9 shall now read as: “Admit when you’re wrong. An early ruling may be given if you’re caught lying or trying to fool or otherwise mislead a GM.” Rule 10 shall now read as: “Do not logout at Botcheck area or at Jail. We cannot unjail an offline player. If you believe you’re right and was jailed in error, keep your ground and explain calmly what happened in Court House. The staff will calmly analyse the situation, and if you were jailed without guilt, an apology may be sent to you by ingame mail.”

A new rule is added: “Players found out to be exploiting bugs, intentionally or unknowingly, may be required to return any undue advantage obtained by it.”

Privacy Policy is amended, section “Information our game servers collect”:

→ Moubootaur Legends server logs SHA256 hashes of chat data for a week in order to be able to process moderation requests.

→ Game data may also be used in an anonymous way for analytical purposes, such as to identify bugs and improve the game.

TMW Social Convention is amended with:

- Staff is volunteering their free time to the game, they’re not full time employees and gain nothing out of it. Therefore, treat them with respect.

TMW2 Code of Conduct is incorporated as follows in a new TMWT governance:

- All contributors are welcome regardless of their background or convictions.

- All humans can be mistaken and learn from their errors. Including staff.

- We do believe in dialectics, discussions, arguments, proving one’s case, patience, understanding and taking everything for what it is.

Contributor Eligibility for Rewards TMWT resolution is amended with the following:

→ in-game contributor rewards will be based on the actual contribution to the specific server, under its own rules. For Legacy, any contribution yields a Contributor Sweater. For Moubootaur Legends, every patch yields 10 points, crashes yields 30 points, and minor reports or contributions yield 1 point, and rewards follow a table available on a NPC called Lua.

PvP Tournament and **At The Keyboard Botting** resolutions has their scopes restricted to TMW Legacy/Evolved only.

OTHER OBSERVATIONS

Player Data will be under the merged entity responsibility, which for all purposes and effects, shall adopt the name of “The Mana World”.

The merged entity inherits the right to use Land of Fire and GermanTMW player data to provide account migrations or to revive the respective games, as previously conceded to TMW2.

This merger was proposed considering the coalition status and the upcoming Steam release, as a way to de-duplicate stuff and hopefully reduce workload of shared team members and make things easier to new players.