

Intellectual Property Rights, Titles, and Interests Agreement

This Agreement is made and entered into on this 3rd day of December 2024, by and between Verdigris Botanica (the “Tribe”) and its Members, as collectively defined herein.

1. Purpose and Intent

The purpose of this Agreement is to define and protect the intellectual property (IP) rights, titles, and interests of all Members of Verdigris Botanica, ensuring collective benefit while recognizing individual contributions. This Agreement governs all IP assets, creations, innovations, and cultural heritage associated with the Tribe’s operations, projects, and endeavors. The parties acknowledge that this Agreement serves both to establish a framework for the management and protection of intellectual property while also fostering a collaborative environment whereby Members can thrive and contribute meaningfully.

2. Definitions

For the purposes of this Agreement, the following terms shall be defined as follows:

- **Intellectual Property (IP):** Includes, but is not limited to, copyrights, patents, trademarks, trade secrets, designs, inventions, writings, art, traditional knowledge, and cultural heritage.
- **Titles and Interests:** Refers to legal ownership, usage rights, and financial benefits derived from any Intellectual Property.
- **Members:** Defined as individuals formally recognized as part of Verdigris Botanica, including founding members, board members, and tribal affiliates.
- **Tribal IP Assets:** Intellectual Property collectively developed under the governance and activities of Verdigris Botanica, inclusive of any contributions made by Members during their engagement with the Tribe.

3. Ownership of Tribal IP

All Intellectual Property created or developed through tribal initiatives, funding, or resources shall be deemed Tribal IP and collectively owned by Verdigris Botanica. This includes, but is not limited to:

1. The Verdigris Botanica constitution, bylaws, and declarations.
2. Any branding, including logos, seals, and emblems.
3. Products, projects, or services developed through tribal collaborations or contracts, including the Legacy Bible Bindery initiative.
4. Any additional works, inventions, designs, or processes arising from collaborative efforts or funded by the Tribe.

4. Individual Member Contributions

Each Member contributing to the development of Tribal IP retains moral rights to their work. However, they hereby assign legal ownership and financial interests of such contributions to Verdigris Botanica for the

collective benefit of all Members. This ensures equitable distribution of benefits derived from Tribal IP, while fostering a sense of community and mutual respect.

- Members shall receive credit and recognition for their contributions as publicly and follow common practices.
- Members may use their contributions for personal promotion only with prior written consent from the Tribe. Unauthorized use or distribution shall be subject to remedies outlined in this Agreement.

5. Revenue Sharing

Profits derived from Tribal IP, which include but are not limited to licensing, contracts, or sales, will be distributed in the following manner:

1. **Tribal Fund Allocation:** 60% of all profits shall be allocated to Verdigris Botanica for operational and community projects, enhancing the Tribe's capacity to fulfill its vision and mission.
2. **Member Royalties:** 30% of profits shall be distributed among contributing Members in proportion to their respective contributions, as assessed and agreed upon by the Board of Governors.
3. **Reserve Fund:** 10% of profits shall be reserved for future IP development, ensuring sustainability and innovation within the Tribe's initiatives.

6. Protection of IP Rights

1. Verdigris Botanica shall take necessary measures to register all Tribal IP under applicable copyright, trademark, and patent laws, thereby securing legal rights and protections.
2. Members agree to protect and maintain the confidentiality of Tribal IP and shall refrain from unauthorized use, duplication, or disclosure of such properties in any form, including but not limited to digital, print, or verbal communications.
3. Any dispute regarding IP ownership, usage, or allegations of infringement shall be resolved by the Verdigris Botanica Board of Governors or through mediation under Tribal law, emphasizing a resolution that is equitable and just according to the Tribe's traditions.

7. Rights of Withdrawal

Should a Member withdraw from the Tribe, their moral rights to their individual contributions shall remain intact; however, all legal rights, titles, and interests to the Tribal IP shall remain with Verdigris Botanica. In addition, the withdrawing Member shall not have any claim to past or future revenues derived from Tribal IP following their departure.

8. Governing Law

This Agreement shall be governed by the laws and regulations of Verdigris Botanica, as outlined in its Constitution and Bylaws, which are integral to this document, and shall conform to the supplemental adherence to applicable U.S. and international intellectual property laws.

9. Indemnification

The Members, individually and collectively, agree to indemnify and hold Verdigris Botanica harmless from any and all claims, liabilities, damages, costs, and expenses (including reasonable attorney's fees) arising out of any breach of this Agreement or any infringement of any intellectual property rights by the Members.

10. Amendment

This Agreement may be amended or modified only by a written instrument executed by the duly authorized representatives of Verdigris Botanica and a majority of the Members. Such amendments shall be recorded in writing and become integral to this Agreement.

11. Severability

In the event any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

12. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral, regarding the subject matter herein.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Rights, Titles, and Interests Agreement to be executed as of the day and year first above written.

Date: ____

Member Signature:

Date: ____

Authorized Representative (Tribe):

Date: ____

Witness: