

# Synaptic Labs Nonprofit

## Mission and Vision Statement

- **Mission:** To democratize Generative AI by making the technology accessible, enabling individuals to build and run their personal AI locally and affordably with full control.
- **Vision:** To create a community-driven platform that empowers people through open-source AI technology, fostering innovation and personal autonomy.

## Core Objectives

- **Research and Development:** Advance the field of Generative AI and prompt engineering through funded research projects.
- **Open-Source Initiatives:** Provide accessible open-source code and prompts to support individual and organizational use of AI.
- **Community Contribution:** Facilitate a collaborative environment where members contribute code aligned with the mission.
- **The Library:** Maintain a hybrid-open-source repository with commercial licensing options to generate revenue for members.

- **Grant Funding:** Secure grants to support research and development efforts.

## Revenue Model

- **Membership:** Offer paid membership for access to The Library for commercial use, with a requirement to contribute code.
- **Commercial Licensing:** Provide commercial licenses for the semi-open-source code in The Library.
- **Grant Funding:** Apply for grants to fund research projects, ensuring the financial sustainability of the nonprofit.

## Governance Structure

- **Board of Directors:** Establish a board of directors with Joseph Rosenbaum and James Griffing as permanent members who cannot be removed.
- **Advisory Council:** Create an advisory council consisting of experts in AI, nonprofit management, and related fields to provide guidance and support.
- **Community Representatives:** Include representatives from the community of contributors to ensure diverse input and alignment with the mission.

## Implementation Plan

1. **Governance and Legal Structure:** Set up the nonprofit governance and legal framework to ensure compliance and stability.
2. **Mission and Vision Communication:** Clearly articulate and communicate the mission and vision to stakeholders, potential members, and grant providers.
3. **Grant Application Strategy:** Develop a robust strategy for identifying and applying for grants that align with the research goals.
4. **Community Engagement and Contribution:** Build a strong community engagement strategy to attract and retain contributors.
5. **Quality Assurance:** Implement processes to ensure the quality and relevance of code contributions.
6. **Marketing and Outreach:** Promote Synaptic Labs' mission, vision, and benefits to attract members, contributors, and grant funding.

## Board of Directors

### Section 1: Composition

The Board of Directors shall consist of [number] members, including permanent positions held by the Chairperson and Co-Chairperson.

### Section 2: Permanent Positions

The positions of Chairperson and Co-Chairperson are permanent and shall be held by Joseph Rosenbaum and James Griffing respectively. These positions are non-removable and not subject to election or replacement by the Board or any other entity.

### Section 3: Voting Requirements

- The removal of any board member, except for the Chairperson and Co-Chairperson, shall require a 75% vote of all remaining board members.
- The Chairperson and Co-Chairperson cannot be removed from their positions under any circumstances.

### Section 4: Founders' Clause

The founders of Synaptic Labs, Joseph Rosenbaum and James Griffing, shall have lifetime appointments to the Board of Directors. Their positions are irremovable and are protected by this clause.

### Section 5: Supermajority Vote

Any decision to remove a board member shall require a supermajority vote of 75% of all board members, excluding the Chairperson and Co-Chairperson, who are exempt from removal.

# Licensing Agreement

Below is a dual-license agreement incorporating the AGPL 3.0 framework and additional terms for Synaptic Labs, designed to allow free use by small entities while requiring a commercial license for larger entities:

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## **Synaptic Labs Dual License Agreement**

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**GNU Affero General Public License Version 3 (AGPL 3.0)**

*You can find the full text of the AGPL 3.0 [here](#) and should include it in your repository.*

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## License Application Instructions

1. **Add a `LICENSE` file:** Place the full text of this dual license agreement and the AGPL 3.0 in a `LICENSE` file at the root of your GitHub repository.
  2. **Update `README`:** Include a section in your `README` file explaining the dual licensing terms and how entities can contact Synaptic Labs for a commercial license.
  3. **Contributor License Agreement (CLA):** If your project accepts contributions, consider having contributors sign a CLA to ensure you can relicense their contributions if needed.
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This draft provides a clear and enforceable framework for licensing your software under dual terms, encouraging small entity use while protecting your interests with larger commercial entities. If further customization or legal review is needed, consulting with a legal professional specializing in open-source licenses is recommended.



# Excalidraw Data

## Text Elements