

VITALITY

Clan Constitution & Merchandise Royalty Agreement

A governing agreement for leadership, decision-making authority, and merchandise/brand revenue distribution within the Vitality competitive gaming clan.

Effective Date: _____

Server Name: VitalityMC

Key Parties

Owner: Yogdeep Tripathi (Discord: arataazure)

Developer Head: Sarthak Bystander (Discord: unknownindex2011)

All other signatories are Clan Members bound by the roles and terms defined below.

1. Purpose and Scope

This Agreement ("Agreement") governs the internal operations of the Vitality gaming clan ("the Clan", "Vitality"), a community organized primarily through its Discord server. It establishes (a) the leadership structure and decision-making authority within the Clan, and (b) the method for calculating and distributing royalties earned from merchandise and brand-related revenue generated using the Clan's name, tag, logo, or likeness.

This Agreement applies to all individuals who hold an official role in the Clan ("Members") and who have accepted this Agreement, whether by digital signature, typed confirmation in the designated Discord channel, or countersigned copy.

2. Leadership Roles & Decision-Making Authority

The Clan's authority structure consists of the roles below. Titles may be renamed to match Discord role names, provided the underlying authority levels are preserved.

Role	Authority	Key Responsibilities
Owner	Final say on disputes; sole authority to dissolve the Clan or remove any other role	Holds brand/IP ownership; casting vote in ties; signatory on external contracts
Co-Founder	Second-tier authority; acts with near-Owner authority on operations, but cannot transfer ownership or dissolve the Clan	Hosting/infrastructure oversight, major decisions alongside the Owner
Executive	Senior staff authority across the server; no vote on ownership or royalty-split changes	Oversees staff team, escalations, and server operations
Developer Head	Technical authority over bots, scripts, and server infrastructure; no vote on non-technical Clan matters unless also LC	Builds and maintains Discord bots, automation, and site/tools; reports technical risks to the Owner
LC (Leadership Council)	Majority vote required for roster changes, rule changes, and merch/brand deals	Strategic direction, recruitment approval, budget oversight
Senior Moderator	Elevated moderation authority; supervises Admins and Helpers; no vote on Clan-wide decisions unless also LC	Handles escalated moderation cases, trains and reviews junior staff
Admin	Server-wide moderation and	Manages channels, permissions, and

Role	Authority	Key Responsibilities
	configuration authority; no vote on Clan-wide decisions unless also LC	high-level moderation escalations
Helper	Discord server enforcement authority only; no vote on Clan-wide decisions	Community management, rule enforcement, event support
Members	No governing authority; eligible to vote only where this Agreement grants it	Represent the Clan in competition and community

2.1 Decision-Making Process

1. Routine decisions (event scheduling, minor rule clarifications): decided by the Leadership Council (LC) or a designated Admin.
2. Major decisions (adding/removing a Council member, entering a sponsorship or merch deal, changing this Agreement, expelling a Member): require a majority vote of the Leadership Council, subject to the Owner's veto under Section 2.2.
3. Emergency decisions (code-of-conduct violations, security incidents): may be actioned immediately by the Owner or any Council member, and must be reported to the full Council within 72 hours.

2.2 Owner Veto

The Owner retains the right to veto any Leadership Council decision. A veto must be explained in writing in the designated leadership channel. The Council may override a veto with a unanimous vote of all remaining Council members.

2.3 Removal and Succession

A Leadership Council member may be removed for inactivity (defined as 30+ days without engagement, absent notice), violation of this Agreement, or conduct harmful to the Clan, by majority Council vote. If the Owner becomes permanently inactive or steps down, the Leadership Council will select a successor by majority vote within 14 days.

3. Merchandise & Brand Royalty Distribution

This section governs revenue from merchandise sales, brand licensing, and similar commercial use of the Vitality name, tag, logo, or likeness ("Merch Revenue"). It does not cover tournament winnings, sponsorship cash payments, or content-platform ad revenue, which are addressed under separate arrangements if applicable.

3.1 Revenue Pool

Merch Revenue means gross sales revenue from Clan-branded merchandise, less the following deductions made before distribution:

- Platform/marketplace fees (e.g., print-on-demand or storefront commission)
- Payment processing fees
- Production, shipping, and fulfillment costs not already included above
- Any refunds or chargebacks

The result is the "Net Royalty Pool" to be distributed under Section 3.2.

3.2 Distribution Split

Recipient	Share of Net Pool	Notes
Owner / Brand Owner	40%	Largest share; reflects IP/brand ownership
Clan Treasury (operations, events, future gear)	25%	Reinvested per Council vote

Recipient	Share of Net Pool	Notes
Leadership Council (weighted at Owner's discretion)	20%	See weighting method below
Active Rostered Members (pro-rata by contribution)	15%	Contribution = design credit, promotion, active roster status
Total	100%	

The percentages above reflect the Owner's larger share as sole IP/brand owner. They may still be adjusted by mutual agreement before execution. Any later change to the split requires a majority Council vote, Owner sign-off, and 14 days' advance notice to all Members.

3.3 Weighting Method for Council/Member Shares

The Leadership Council's 20% share is not split evenly by default. The Owner decides the weighting among Council members case-by-case for each merch drop (e.g., based on who led the design, promotion, or sales push for that specific drop), and communicates the breakdown when publishing the payout summary under Section 3.4. Active Rostered Members' 15% share is split pro-rata by contribution unless the Owner specifies otherwise for a given drop.

3.4 Payment Schedule & Reporting

4. Merch Revenue is reconciled and the Net Royalty Pool calculated after each individual merch drop or production batch closes (rather than on a fixed monthly/quarterly calendar).
5. A treasurer or designated Council member publishes a revenue and distribution summary, including the Owner's Council weighting breakdown for that drop, to all eligible recipients within 15 days of the drop closing.
6. Payments are made via the method agreed with each recipient (e.g., PayPal, bank transfer, crypto); the Clan is not responsible for delays caused by incorrect payment details provided by a recipient.
7. Recipients are responsible for their own local tax obligations on royalties received.

3.5 Departing Members

A Member who leaves or is removed from the Clan forfeits future royalty shares as of their departure date but retains the right to any royalties already earned and unpaid for periods prior to departure, unless removal was for cause involving financial misconduct related to Clan merchandise or brand deals.

4. Brand & Intellectual Property

The Vitality name, tag, and logo are the intellectual property of the Owner/Clan Treasury as designated in this Agreement. Members may use Clan branding for Clan-related content and promotion but may not use it for personal commercial gain, or register it as a trademark or business name individually, without written Council approval.

5. Code of Conduct

- Members must treat each other, opponents, and the wider community with respect; harassment, hate speech, and cheating are grounds for immediate removal.
- Members must not misrepresent the Clan or make binding commitments (sponsorships, deals) on its behalf without authorization from the Leadership Council.
- Confidential Clan business (finances, strategy, internal disputes) discussed in leadership channels must not be shared outside those channels without Council approval.

6. Dispute Resolution

Members should first attempt to resolve disagreements directly. Unresolved disputes are escalated to an Admin or Helper, then to the Leadership Council. Council decisions on internal disputes are final, subject to the Owner's authority under Section 2.2. This Agreement does not create a legal partnership or employment relationship between Members.

7. Amendments

This Agreement may be amended by majority vote of the Leadership Council, with at least 14 days' notice to all Members before the amendment takes effect, except for urgent Code of Conduct changes, which may take effect immediately with retroactive notice.

8. Term & Termination

This Agreement remains in effect for as long as the Clan operates, or until superseded by a later version. The Clan may be dissolved only by the Owner, or by a unanimous vote of the Leadership Council if the Owner is permanently inactive under Section 2.3.

9. Server, Account & Ownership Protection

This section exists to protect the Clan and its infrastructure (Discord server, game server panels, hosting accounts, domains, and any associated credentials) from being taken over, transferred, or claimed by any individual or group without the process below. It applies regardless of that person's role, tenure, technical contribution, or personal relationship to the Owner.

9.1 Ownership Is Locked

Ownership of the Discord server, game server panel(s), hosting/domain accounts, and any brand assets (name, tag, logo) sits with the Owner as recorded in this Agreement. This ownership does not change automatically for any reason, including a Member's hours contributed, technical skill, seniority, or personal closeness to the Owner. Ownership may only change through the amendment and succession process in Sections 2.3 and 7, never informally, never unilaterally, and never through pressure, coordinated exclusion, or behind-the-back agreement among other Members.

9.2 No Coordinated Takeover

Members must not privately organize, plan, or agree among themselves to acquire, seize, lock out, or pressure the Owner or Leadership Council into transferring ownership, admin access, panel access, backups, or account credentials outside the process in this Agreement. A Member who becomes aware of such a plan is expected to disclose it to the Owner or Leadership Council. Any Member found to have organized or knowingly participated in such a plan is subject to immediate removal under Section 2.3 and forfeits any pending royalty share under Section 3.5, without prejudice to royalties already earned and unpaid.

9.3 Access Control

Access to sensitive systems is granted individually, is logged where possible, and can be revoked at any time by the Owner or a majority Council vote, without requiring the consent of the person losing access:

System	Who Holds Access	Notes
Discord server ownership	Owner only	Not transferable outside Section 7 amendment process
Co-Founder / Executive server admin permissions	Granted individually by Owner	Revocable anytime; does not include ownership transfer
Anti-nuke / server security bot	Owner-configured	Auto-removes accounts attempting

System	Who Holds Access	Notes
		mass destructive actions
Game server panel (full control)	Owner only	Backup and sub-user management rights held by Owner
Game server panel (limited/sub-user)	Leadership Council, as granted	Scoped access; revocable anytime
Hosting, domain, and billing accounts	Owner only	Never shared in full with non-Owner Members

9.4 Immutability of This Clause

Section 9 may not be weakened, removed, or reinterpreted by a simple majority vote. Any amendment to Section 9 requires unanimous Leadership Council agreement, the Owner's written consent, and 30 days' advance notice to all Members, specifically because this clause exists to protect the Owner and the Clan's continuity from exactly this kind of majority-vote pressure.

10. Acknowledgement

By signing below, each party confirms they have read, understood, and agree to be bound by this Agreement, including the leadership authority structure in Section 2, the royalty distribution terms in Section 3, and the ownership protection terms in Section 9.

Owner

Full Name: Yogdeep Tripathi

Discord Username: arataazure

Signature / Date: _____

Developer Head

Full Name: Sarthak Bystander

Discord Username: unknownindex2011

Signature / Date: _____

Co-Founder

Full Name: _____

Discord Username: _____

Signature / Date: _____

Executive

Full Name: _____

Discord Username: _____

Signature / Date: _____

Leadership Council Member

Full Name: _____

Discord Username: _____

Signature / Date: _____

Senior Moderator

Full Name: _____

Discord Username: _____

Signature / Date: _____

Admin

Full Name: _____

Discord Username: _____

Signature / Date: _____

Rostered Member

Full Name: _____

Discord Username: _____

Signature / Date: _____

Rostered Member

Full Name: _____

Discord Username: _____

Signature / Date: _____

This is a community-drafted template, not legal advice. For monetary amounts above a small scale, or before entering third-party sponsorship/merch contracts, consider having this reviewed by a lawyer familiar with your jurisdiction.