

## **3rd board meeting of NewPipe e.V.**

People from the board present: Poolitzer, Stypox

Additional participants with no voting/speaking rights: wb9688, TheAssassin, Schabi, Fynn

Agenda items:

1. Appointment of the protocol writer
2. Determining the quorum
3. Adoption of the agenda
4. Adoption of the protocol of 16.12.2023
5. Contract with Schabi
6. Donating to the FSFE
7. Infrastructure
8. Expected money income and next general assembly
9. Miscellaneous

The meeting is started at 18:13 German time, 23.06.2024, by the chairman of the meeting, Poolitzer.

### **Item 1: Appointment of the protocol writer**

Stypox agrees to take the protocol notes.

### **Item 2: Determining the quorum**

The present board members acknowledge that a timely invite happened and that the meeting has quorum according to §8.10 of the statute. The agenda and the draft contract to be discussed were attached as part of the invitation.

### **Item 3: Adoption of the agenda**

Stypox requests the addition of item 6 to the agenda, regarding the donation of 500€ to the FSFE for creating an animated movie of the book “Ada & Zangemann”.

TheAssassin requests the addition of item 7 to the agenda, regarding updates to the infrastructure setup and things needed to go forward.

Fynn requests the addition of item 8 to the agenda, regarding the expected money income until the end of 2024 and the need to come up with a Budget Plan in a general assembly.

The new agenda is adopted unanimously by the board.

### **Item 4: Adoption of the protocol of 16.12.2023**

The board unanimously acknowledges the protocol from the second meeting.

### **Item 5: Contract with Schabi**

Poolitzer asks Fynn to lay out the contract to the people present.

TheAssassin asks whether the language of the contract will be English or German, and Fynn says it will be in English.

Nobody has comments on the first (Common understanding), second (Duration), third (Volume) sections.

When asked to comment the fourth section (Scope), TheAssassin suggests the addition of “Writing documentation” to the list of possible tasks. Fynn, Poolitzer and Stypox agree to make this change.

When asked to comment the fifth section (Intellectual property), TheAssassin starts a discussion by pointing out that all of the proposed wordings for the section do not abide by German law, since according to German law you can transfer the copyright but not the authorship of something. He then proposes to just take the sentence about computer programs from §69b of the Act on Copyright and Related Rights (which only applies by default to employees and not to contractors) and translate it to English. While that wording wouldn't include documentation and other produced material, Poolitzer suggests that the law also talks about "scientific presentation of issues within the code", so that would cover it.

TheAssassin points out that GPLv3 wouldn't allow changes not licensed under GPLv3 anyway, but Fynn explains that the reason for first handing over the copyright to the e.V. and only afterwards making it GPLv3 is to make it so that the e.V. can have a legal basis against copycats in case of future litigations about code stolen from the NewPipe repo without respecting the license. Fynn agrees with TheAssassin about the fact that that the e.V. wouldn't be able to keep the code private anyway due to GPLv3, and Fynn further explains that to make the handing-over process easier the contract includes a line that explicitly instructs Schabi to publish the code under GPLv3, because otherwise Schabi would first need to ask the e.V. every time. Poolitzer suggests to take inspiration from contracts of other associations (e.g. WTF e.G., Codeberg, CCC), however Fynn thinks that NewPipe e.V.'s requirements are probably too specific.

TheAssassin and Fynn agree to collaborate and come up with a better wording for the intellectual property section. Everyone informally agrees with this resolution, including Schabi.

When reviewing the sixth section (Fee and payment terms), Fynn explicitly asks the people present about the proposed 32€/h wage. Schabi complains that he would be ok even with getting less than that. However, as Poolitzer and TheAssassin point out, the net pay after paying taxes and insurance and other things will probably be half of that (16€/h), which is definitely above the minimum wage of 13.5€/h, but it's also on the low end. Poolitzer therefore argues in favour of not reducing the fee, also because Schabi is not only a professional that has almost finished his Master's degree, but is also already acquainted with the NewPipe codebase. Fynn raises the concern about setting a precedent for the e.V. in case the pay was significantly less than 32€/h: if in the future the e.V. were to pay somebody else more, it would be disrespectful towards Schabi.

The discussion is temporarily sidetracked by wb9688 asking if the e.V. has a VAT ID, which Poolitzer answers negatively since the e.V. did not get enough money in its last year of existence and was thus not required to set up a VAT ID. But TheAssassin points out that paying invoices to a German person (in this case Schabi) after signing a contract with them does not require having a VAT. International contracts would require it, as wb9688 points out, and Poolitzer agrees that in that case a VAT would be obtained, but for now it's not needed.

When asked to comment the seventh section (Advance payment), TheAssassin points out that the IBAN could be left out of the contract, and that "the Contractor's bank account" can just be mentioned instead, however Fynn mentions that the Advance payment is anyway just a one-off thing, and as such has an IBAN, but for the invoices the contract does mention that the payment details will be attached to the invoice. This explanation is accepted.

When explaining the eighth section (Concluding terms), Fynn explains that the inservibility clause usually includes the wording saying that "the closest terms still apply", but that would be quite vague and lead to unknown consequences, so instead the contract says that out-of-effect terms are to be renegotiated.

Schabi asks how to continue with the contract and be ready for July the 1st. Fynn explains that the few changes that were discussed will need to be applied, and then both parties would be able to sign it. Poolitzer asks whether there is a way to legally sign the document digitally, and together with TheAssassin agrees that the legal way to sign digitally would be too cumbersome. And unless either party disputes the contract in court (which neither party would get any advantage from doing), the digital copy is just as good. TheAssassin suggests to start with sending signed documents via email

then, and only afterwards send letters (at the full cost of 2€) to have the physical copies, to avoid delaying the contract signing, and Poolitzer, Fynn and Schabi informally agree on this proposal.

Poolitzer asks the board to vote on the following statement: “The board agrees to proceed by finishing the contract as discussed, send it to schabi and hire him. The changes to the contract will have to not affect the general spirit of the contract.” The board unanimously votes in favour.

### **Item 6: Donating to the FSFE**

Stypox proposes to pay 500€ to FSFE to support their movie about “Ada & Zangemann”, and explains that “Ada & Zangemann” is a tale that promotes free software: <https://fsfe.org/activities/ada-zangemann/spark-childrens-interest-in-coding.html>.

Poolitzer mentions that if the e.V. had a lot of money it could be spent to reach the 3600€ threshold and get the logo of NewPipe e.V. in the movie, but that such an amount would be too much for the e.V. at the moment.

Schabi wonders whether this donation would be in scope with the e.V.’s purpose. Fynn replies that it is about creating material to promote something in line with the purpose of the e.V., and that the donation can be justified because it goes in the same direction where the e.V. wants to go, although it’s more general because it’s for children. Stypox also further explains that the tale is about free software.

Poolitzer asks the board to vote on the following statement: “Do you want to donate 500 EUR for the FSFE project <https://fsfe.org/activities/ada-zangemann/spark-childrens-interest-in-coding.html> ?”

The board unanimously votes in favour.

### **Item 7: Infrastructure**

TheAssassin complains that the infrastructure is currently almost out of resources, and that more hardware would be needed to e.g. add full search to MailCow, host JitsiMeet and add an antivirus, because those services would use too much RAM.

TheAssassin also explains that an external server is needed to handle monitoring, and that for now he used a server of his. He suggests setting up a separate server on a datacenter which is geographically away from where Hetzner has its servers, and so buying another Netcup server wouldn’t do since Netcup relies on Hetzner.

Poolitzer asks whether it would be possible to host Mastodon to be able to share updates on social media, and TheAssassin explains that to host public-facing services we need much more money and there would even be moderation issues. We can do it but only if we grant access to it to a small amount of people (i.e. semi-public, just like Matrix server).

TheAssassin asserts that to provide good redundancy it would be ideal to have 3 or more nodes (handled with e.g. kubernetes), even more so if we want to host public-facing services.

TheAssassin suggests to seek sponsorships from hosting providers, possibly involving a full machine, to avoid continuously needing to upgrade servers.

### **Item 8: Expected money income and next general assembly**

Fynn, who as the cash auditor has access to the e.V.’s bank account reports, explains that he expects that the money the e.V. will have at the end of the year will be a lot (much more than the 5000€ more than the previous year, which is the maximum to remain in the tax-free regime). Therefore he suggests to spend that money to avoid having to start paying taxes, and asks for a general assembly as soon as possible to devise a Budget Plan of 11/12k€.

Poolitzer argues that donating a lot of money to the FSFE movie would be an idea, but that ideally there are better ways. Poolitzer proposes the 2nd week of August for the general meeting. The present people informally agree to prepare a Budget Plan by then.

TheAssassin proposes to spend money on a graphic designer to design logos.

## **Item 9: Miscellaneous**

### **Statute translation note**

TheAssassin asks whether the website should mention that the statute translation to English is unofficial and made by us, and Poolitzer answers positively.

### **Meeting in person**

Schabi proposes to meet in person, and Stypox says he will try to organize a meetup in August which would include the NewPipe team as well. Poolitzer and Fynn request a budget plan about the expenses to be paid by the e.V. to be devised in advance.

### **Membership handling system**

TheAssassin reports that the testing instance of CiviCRM he setup, without real data on it, has been hacked. Poolitzer says he would be ok with taking the time to setup CiviCRM, but due to CiviCRM's complexity (which would require setting up a CMS as Poolitzer points out), TheAssassin finally suggests setting up <https://www.admidio.org> as a temporary membership solution, which Poolitzer agrees to. Having this ready as soon as possible would also help avoid data leaks like the one caused by Stypox who sent an email to e.V. member with every email address in CC.

### **SEPA mandate update**

Poolitzer updates the people present regarding the SEPA mandate needing less information now, and he will send an email later allowing people to fill this out. Since only the association stores it, there is not actual less information stored, just less on that page of the pdf.

Poolitzer closes the meeting at 20:04