

MEDIATING

Issue 08

The Society for the Diffusion of Useful Knowledge

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Stephanie Syjuco, *Block Out the Sun*, 2019. COURTESY THE ARTIST.

mediate (v.)

1540s, "divide in two equal parts" (a sense now obsolete), from Latin *mediatus*, past participle of *mediare* "to halve," later, "be in the middle," from Latin *medius* "middle" (from PIE root ***medhyo-** "middle"); from 1640s as "**occupy a middle place or position.**" Meaning "act as a mediator, intervene for the purpose of reconciliation" is from 1610s; that of "settle by mediation, **harmonize, reconcile**" is from 1560s, perhaps back-formations from **mediation** or **mediator**. Related: *Mediated*; *mediates*; *mediating*.

mediate (adj.)

early 15c., "intermediate," from Medieval Latin *mediatus*, past-participle adjective from Latin *mediare* "**to be in the middle,**" from *medius* "middle" (from PIE root ***medhyo-** "middle").

HOW ARE WE: A SMART CONTRACT

a project by Emily Mast & Yehuda Duenyas

with Andy Horwitz, Barnett Cohen, Cami Boyd, Constance Hockaday, Darrian O'Reilly, David Adrian Freeland Jr., Dean Eigenmann, Dorothy Dubrule, Emily Gonzalez-Jarrett, Faye Driscoll, Hana van der Kolk, Heyward Bracey, Janine Sun Rogers, Jay Carlon, Jessica Emmanuel, Jennie MaryTai Liu, Marie de Brugerolle, Mark Beylin, Mireya Lucio, Rob Solomon, Rudy Falagán, Saskia Clerckx, Shannon Hafez, Stacy Dawson Stearns, Sylvain Laurent, Terrence Luke Johnson

HOW ARE WE is a collectively-created performance consisting of fifteen 90-second solos made in quarantined isolation during the first wave of COVID-19 in May of 2020. In the week prior to LA's first scheduled reopening date, artists made work that responded to ten prompts proposed by Emily Mast and Yehuda Duenyas. **HOW ARE WE** is an artifact that at once captures a now seemingly distant moment in time and also engages with a wider set of questions cracked open by the conditions of the pandemic. The final work was uploaded onto the blockchain as an immutable digital "artifact." Artists, writers, programmers, and a lawyer co-own the work through a "smart contract" ensuring transparent and equal distribution of wealth, thus upending traditional notions of the art market and exchange. **HOW ARE WE** asks how artistic imagination can come together with technological innovation to reimagine the world at a time when value, equality, and humanity are demanding radical reconsideration.

WHAT IS A SMART CONTRACT?

A smart contract is an immutable piece of code that lives on the Ethereum blockchain. It has its own address (like regular users do) but its interactivity is limited to the set of functions which are included in the code. This creates a foundation of trust upon which people can transact and collaborate in new and more efficient ways.

HOW ARE WE ERC721 & ERC20 TOKENS

On the Ethereum network there are two major types of tokens: ERC20 tokens (which are fungible, often used like money) and ERC721 tokens (which are non-fungible, and are often used as collectibles). **HOW ARE WE** uses both of these tokens — one single ERC721 token represents the singular immutable unique art work, and 100,000 ERC20 tokens, called **HOW** tokens, represent ownership of the artwork. The **HOW** tokens are shared amongst all of the creators of the work: artists, administrators, blockchain developers, designers, and legal counsel.

HOW THE SHARES WORK: PROPORTIONATE AUTOMATIC DISTRIBUTIONS

The smart contract dictates a trustless, transparent dispersal of ownership shares. When any donations, royalties, or other payments for the work come in, the smart contract accepts the proceeds and distributes them to the token holders based on the proportion of the tokens they own. This means that these tokens can be freely transacted with, and makes the payouts trustless and fairly executed by the administrators of the project. **HOW ARE WE** combines a legacy legal contract drafted by the curators with an IP lawyer, and a smart contract written by blockchain developers to create a new system of governance over a collectively shared artwork.

Featuring works by

Barnett Cohen / Constance Hockaday & Faye Driscoll / Darrian O'Reilly / David Adrian Freeland, Jr. / Dorothy Dubrule / Emily Mast & Yehuda Duenyas / Hana van der Kolk / Heyward Bracey / Jay Carlon / Jennie MaryTai Liu / Jessica Emmanuel / Mireya Lucio / Shannon Hafez / Stacy Dawson Stearns / Terrence Luke Johnson

Blockchain Lead Developers

Mark Beylin / Rob Solomon

Legal Counsel

Cami Boyd

Blockchain Developers

Dean Eigenmann / Sylvain Laurent

Writers

Andy Horwitz / Emily Gonzalez-Jarrett / Marie de Brugerolle / Mark Beylin & Rob Solomon

Design Team

Janine Sun Rogers / Rudy Falagán / Saskia Clerckx

HOW ARE WE CONTRACT

CONTRACT DETAILS

I. PROJECT DETAILS

HOW ARE WE

a project by:
Emily Mast & Yehuda Duenyas

FEATURING WORKS BY (the "ARTISTS")

Barnett Cohen - bend time
Constance Hockaday & Faye Driscoll - call><call
Darrian O'Reilly - My #1 Magic Trick
David Adrian Freeland, Jr. - Moment With Self
Dorothy Dubrule - At The End
Emily Mast & Yehuda Duenyas - Something Must Spill
Hana van der Kolk - Comma
Heyward Bracey - Nana
Jay Carlon - Anesthetized.
Jennie MaryTai Liu - Sheets
Jessica Emmanuel - Growhouse
Mireya Lucio - Role Call
Shannon Hafez - me 'n em
Stacy Dawson Stearns - That Was Very Unfriendly of Me
Terrence Luke Johnson - 11:01 AM, Sunday, May 10, 2020, Silverlake

Edition: Single unique edition, minted to the blockchain on June 26th, 2020

Token: The Project is represented by a single ERC721 TOKEN, and participant ownership is represented by 100,000 ERC20 HOW TOKENS.

Artwork hash: QmaR59SvNKAMWYqcRb9eV18d6yZmKW02jFRqfrsjJ6ghbq
How Are We Project Contract Address: 0x8d8029ccfe7027f81c6b698605b3ea3fc01bb74
Ethereum ERC721 Contract Address: 0x8d8029ccfe7027f81c6b698605b3ea3fc01bb743
Ethereum ERC20 Contract Address: 0x6a9721913fbfb55a4fe41afb9c4b131e5c353064

Medium: 25min 42 sec .mp4 file, Time-based Media Work (referred to herein as "**THE PROJECT**").

Note: There will be no physical video file in any format.

© 2020 HOW ARE WE

II. BASIC GUIDELINES

HOW ARE WE [hereby known as “**THE PROJECT**”] is a collectively assembled TIME-BASED MEDIA artwork composed of individual ARTISTS’ RECORDED performances. Each individual work [hereby known as **INDIVIDUAL WORKS**] contained within **THE PROJECT** were created by the **ARTISTS LISTED IN SECTION I PROJECT DETAILS**. For purposes of U.S. Copyright Law, **THE PROJECT** may also be referred to by the parties as the “**COMPILED WORK**.”

In addition, a group of blockchain programmers and other consultants [hereby referred to as **ADMINS**, listed in **[VI] TOKEN BREAKDOWN**] are creating the necessary Ethereum based smart contracts, critical writing, design, and related native legal agreements, as well as minting **THE PROJECT** onto the blockchain.

III. OWNERSHIP

- a. Initial ownership of **THE PROJECT** shall vest in all of the parties who created the project including the **ARTISTS**, **EXECUTIVE ADMINS**, and **ADMINS** (defined herein). **ARTISTS**, **EXECUTIVE ADMINS**, **ADMINS** and **TOKEN OWNERS** are herein collectively referred to as the **INITIAL OWNERS**. **INITIAL OWNERS** have legal rights and interests in and to **THE PROJECT** proportional to their token holdings, except as expressly limited or transferred or licensed in this Agreement or any related native legal agreement. The **INDIVIDUAL WORKS** which compose **THE PROJECT** will remain the individual property of the **ARTISTS** who created them.
- b. By entering into this Agreement, each **ARTIST** grants the collective a worldwide, perpetual, non-terminable License to that **ARTISTS’s** contribution to **THE PROJECT**. This License cannot be revoked and grants to the **ADMINS** the ability to distribute, display, license, sell or otherwise monetize **THE PROJECT** (as a whole) without the further consent or agreement of the **ARTIST**. This License grant expressly includes the right to use of the **ARTIST’s** name, voice and likeness, with or without attribution. Nothing in this Agreement shall be construed to constitute a transfer or sale of the **ARTIST’s INDIVIDUAL WORKS**, which remain the property of the **ARTIST**.
- c. An **INITIAL OWNER** has the right to sell all or a portion of their ownership interests (reflected by Tokens) in the Project to a third party as set forth in Section 5 of this Agreement.
- d. The sale by an **ARTIST** of all or a portion of the **ARTIST’S TOKENS** shall impact that **ARTIST’s** ownership of **THE PROJECT** and the **ARTIST’s** right to receive distributions based on their **TOKEN** ownership, but shall not effect that **ARTIST’s** ownership of the **ARTIST’s INDIVIDUAL WORKS**.

IV. PROJECT ADMINISTRATION

Emily Mast and Yehuda Duenyas [hereby referred to as the **EXECUTIVE ADMINS**] are the curators and executive administrators of **THE PROJECT**, and advocate on behalf of **THE PROJECT**. All decisions for any project development, including but not limited to blockchain development, sales, acquisitions, commissions, negotiations, trades, barters, licenses, or other administrative actions shall be handled in the sole discretion of the **EXECUTIVE ADMINS**. The **EXECUTIVE ADMINS** will, in good faith, communicate with the larger group of **OWNERS** to alert, give information to, field questions, and respond to comments and desires related to changes in, or other matters pertaining to, the status of **THE PROJECT**.

V. TOKENS

Ownership in **THE PROJECT** is determined by the holding of **TOKENS** in **THE PROJECT**. The **TOKENS** represent a share in the project. 100,000 **ERC20 TOKENS** will be issued in **THE PROJECT**. After the initial launch of **THE PROJECT**, there will never be another opportunity to create or issue more **ERC20 TOKENS**. In the event that an **ARTIST** sells or transfers all of his/her/their **ERC20 TOKENS** in **THE PROJECT**, that **ARTIST** shall cease to be an **OWNER**.

VI. INITIAL TOKEN BREAKDOWN

The **INITIAL TOKEN** breakdown is as set forth below. The **INITIAL TOKEN OWNERS** shall also be referred to in this Agreement as the **INITIAL OWNERS**:

TOTAL OF ERC20 100,000 TOKENS

<u>Name</u>	<u>Title</u>	<u>Token amount</u>
Yehuda Duenyas	Curator/Artist/Admin	4,000.00
Emily Mast	Curator/Artist/Admin	4,000.00
Stacy Dawson Stearns	Artist	4,000.00
Terrence Luke Johnson	Artist	4,000.00
Barnett Cohen	Artist	4,000.00
Darrian O’Reilly	Artist	4,000.00
Dorothy Dubrule	Artist	4,000.00
Hana van der Kolk	Artist	4,000.00
Shannon Hafez	Artist	4,000.00
Mireya Lucio	Artist	4,000.00

Name	Title	Token amount
David Adrian	Artist	4,000.00
Jessica Emmanuel	Artist	4,000.00
Jay Carlon	Artist	4,000.00
Heyward Bracey	Artist	4,000.00
Jennie MaryTai Liu	Artist	4,000.00
Faye Driscoll	Artist	2,000.00
Constance Hockaday	Artist	2,000.00
Rob Solomon	Blockchain Dev/Writer	4,000.00
Mark Beylin	Blockchain Dev/Writer	4,000.00
Dean Eigenmann	Blockchain Dev	1,000.00
Sylvain Laurent	Blockchain Dev	1,000.00
Cami Boyd	Legal	4,000.00
Andy Horwitz	Writer/Editor	4,000.00
Emily Gonzalez-Jarrett	Writer	2,000.00
Marie de Brugerolle	Writer	2,000.00
Writer 4 (TBD)	Writer	2,000.00
Writer 5 (TBD)	Writer	2,000.00
Writer 6 (TBD)	Writer	2,000.00
Hard admin costs	Hard admin costs	5,000.00
Janine Rogers	Design	1,000.00
Saskia Clerckx	Design	1,000.00
Rudy Falagán	Design	1,000.00

VII. PROCEEDS

All monies, including but not limited to donations, sales, proceeds, licenses, acquisitions, or other revenue, paid to **THE PROJECT** are to be distributed proportionally amongst the parties who are **OWNERS** at the time that the distribution is made. Distributions shall be made in accordance with the **OWNER'S** ownership stake, as denoted by the proportion of the ERC20 TOKENS in each **OWNER'S** possession. Distributions will be made periodically at times that are the sole discretion of the **EXECUTIVE ADMINS**, but no less frequently than two times a year.

VIII. TOKENS AND TOKEN ADDRESSES

Each **OWNER** (token holder) will receive a token transfer to the ETH wallet address of their choice. **EXECUTIVE ADMINS** and **ADMINS** will work to make sure that all **OWNERS** are set up with the necessary information and will be available for questions and troubleshooting if necessary. It will be the **OWNERS'** responsibility to keep their wallets, passcodes and private keys safe. **EXECUTIVE ADMINS** and **ADMINS** will help with this process.

IX. SELLING TOKENS

Any **OWNERS**, including **INITIAL OWNERS**, may sell or otherwise transfer their **TOKENS**, (or a portion of their tokens) to a third party, thereby transferring their ownership in **THE PROJECT** to another person or entity. Any **OWNER** who transfers their **TOKENS** to another party for monetary compensation or other reason (whether through a sale, donation, gift, inheritance or otherwise) acknowledges and agrees that they will be transferring all or part of their right to revenue associated with **THE PROJECT** as the right to receive revenue is directly associated with an **OWNERS'** number of tokens. In addition, if an **OWNER** sells a portion or all of their tokens for a cash value, that **OWNER** agrees, in good faith, to transfer 10% of the financial proceeds back into the smart contract to benefit the remaining **OWNERS**.

X. DONATIONS

We will encourage people who view **THE PROJECT** online to donate money in fiat or cryptocurrency, through Venmo, PayPal, Zelle, CashApp, or other digital fiat transfer, as well as crypto wallets, to **THE PROJECT**. The goal is to spread the word about **THE PROJECT** in order to raise capital to support the **OWNERS**.

XI. PAYMENTS AND RECONCILING

No less than twice a year, the **EXECUTIVE ADMINS** will oversee the financial upkeep (such as converting fiat donations to cryptocurrency) and the distribution of proceeds through the smart contract to the **OWNERS'** token addresses. All accounting will be open and transparent, publicly available for the group to audit via either a private portal accessible only to the **OWNERS**, a newsletter, or email.

XII. SALE RULES

All **INITIAL OWNERS** and all subsequent **OWNERS** by sale or transfer agree that **THE PROJECT** may be sold to a third party, subject to the terms and conditions set forth in this Agreement and that the **EXECUTIVE ADMINS** have the sole discretion to sell **THE PROJECT**. If **THE PROJECT** sells in its entirety to a collector, institution or other, ownership of **THE PROJECT** will be transferred to the Buyer, whether an individual or entity (the **BUYER**). Transfer of the ownership of **THE PROJECT** will be effected by the **EXECUTIVE ADMINS'** transfer of the ERC721 TOKEN to the Buyer. Upon a sale, the **BUYER** is required to pay the value of the sale of **THE PROJECT** directly into the smart contract.

The **OWNERS** will be notified and consulted in advance of any potential ownership changes, licenses, showings, loan-outs, and any other events or actions pertaining to **THE PROJECT**.

XIII. RESALE RULES

If a BUYER wants to resell **THE PROJECT**, ARTISTS have the right of first refusal to buy **THE PROJECT** back. Any subsequent Buyers of the ERC721 TOKEN, and thus **THE PROJECT**, are required to pay 10% of the purchase price back to the original token holders (by transferring the funds directly to the smart contract).

XIV. EXHIBITING INDIVIDUAL WORK

Each **ARTIST / ARTIST TEAM** has the right to show/exhibit their **INDIVIDUAL WORK** outside of **THE PROJECT** as they wish, without the **OWNERS'** express permission. Note **INDIVIDUAL WORK** will not be exhibited in any format until after [JUNE 27th, 2020]. Exhibitions of **INDIVIDUAL WORK** in any format, whether on social media channels or any other medium or format, will include information and tags about **THE PROJECT** in the form required by the **EXECUTIVE ADMINS**. Note: absolutely no exhibition of **THE PROJECT** will be allowed without the express consent and sign off from the **EXECUTIVE ADMINS**.

XV. SELLING OF INDIVIDUAL WORK

If an **ARTIST** decides to sell or license their **INDIVIDUAL WORK** to a third party, the **ARTIST** agrees to transfer [10%] of the proceeds of that separate sale into the **OWNERS'** token pool as a form of donation. If an **ARTIST** sells or licenses their **INDIVIDUAL WORK** to a third party, the **ARTIST** agrees to disclose to the third party that their **INDIVIDUAL WORK** is subject to a worldwide, non-revocable license to **THE PROJECT** and thus the buyer or licensee takes the **INDIVIDUAL WORK** subject to that license. The **ARTIST's INDIVIDUAL WORK** is not represented by the **TOKEN** pool. An artist who sells their **INDIVIDUAL WORK** continues to remain an **OWNER** in **THE PROJECT** unless the **ARTIST** has sold or transferred all of his/her ERC20 **TOKENS**. In addition, the new owner of the **INDIVIDUAL WORK** must be made aware that the **INDIVIDUAL WORK** is a part of, and will always remain a part of **THE PROJECT**, and **THE PROJECT** will continue to be exhibited, shown, licensed, profited from, etc. whenever and wherever the **EXECUTIVE ADMINS** deem appropriate.

XVI. VIDEO MECHANICS

The final version of **THE PROJECT** will be stored digitally by the **EXECUTIVE ADMINS** in the .mp4 format. It will be accessible online through the public viewing copy, which will differ slightly from the final version which is hashed on-chain (to maintain irreproducibility).

XVII. EXHIBITION COPIES

Exhibition Copies of **THE PROJECT** can be generated infinitely by **EXECUTIVE ADMINS** only. There will be no Artist Proofs.

XVIII. INDEMNIFICATION

ARTISTS and **OWNERS** each agree to indemnify, defend and hold harmless **THE PROJECT**, the **EXECUTIVE ADMINS** and the **ADMINS** from any and all claims, actions, damages, and liabilities (excluding, without limitation, attorneys' fees, costs and expenses) arising from (a) the gross negligence of the **ARTIST** or **OWNER**; (b) out of any claim that the **INDIVIDUAL WORKS**, in whole or in part, infringes upon or violate any proprietary

rights of any third party, including but not limited to trademark, patent, copyright and/or trade secret rights; (c) from a breach or alleged breach of any of the **ARTIST's** or **OWNER's** obligations, representations, warranties or agreements set forth in this Agreement, or (d) the security of, or any breach of or defect in, the code securing financial transactions under the smart contract. The **ARTISTS** and **OWNERS** agree that the **EXECUTIVE ADMINS** shall be indemnified and held harmless from any claims based on their management and administration of **THE PROJECT**, except for fraud and gross negligence.

XIX. NO SALE OF SECURITIES

The creation of ownership **TOKENS** does not denote an investment into the project, nor does it represent the sale of a security. These **TOKENS** only represent the ownership stakes in **THE PROJECT** of various contributors in a codified manner. What contributors do with their **TOKENS** is not under the purview of **EXECUTIVE ADMINS**, **ADMINS** or other **ARTISTS**, or other **OWNERS**, and the **ARTISTS**, **ADMINS**, **OWNERS** or **EXECUTIVE ADMINS** are not liable for the actions of other participants.

XX. MISCELLANEOUS

The complete compilation video will be accessible online at <http://www.howarewe.xyz>, but there is only one official blockchain copy of **THE PROJECT** that can be bought and sold.

The Parties acknowledge and agree that they have executed this Smart Contract as of June 27th, 2020.

BARNETT COHEN



CONSTANCE HOCKADAY



FAYE DRISCOLL



DARRIAN O'REILLY



DAVID ADRIAN



EMILY MAST



YEHUDA DUENYAS



HANA VAN DER KOLK



HEYWARD BRACEY



JAY CARLON



DOROTHY DUBRULE



JENNIE LIU



MIREYA LUCIO



SHANNON HAFEZ



STACY DAWSON STEARNS



TERRENCE LUKE JOHNSON



MARK BEYLIN



ROB SOLOMON



DEAN EIGENMANN



JESSICA EMMANUEL



CAMI BOYD



ANDY HORWITZ



EMILY GONZALEZ-JARRETT



MARIE DE BRUGEROLLE



JANINE ROGERS



SASKIA CLERCKX













RUDY FALAGÁN















SYLVAIN LAURENT









Certificate Of Completion		
Envelope ID: 2473B334505444E88ACCF8436035B974		
Subject: Please DocuSign: SIGNATURE VER. HOW ARE WE. SMART CONTRACT.docx		Status: Completed
Source Envelope:		
Document Pages: 8	Signatures: 28	Envelope Originator:
Certificate Pages: 6	Initials: 0	Carolyn Hamilton
AutoNav: Enabled		10000 N Central Expressway
Envelope Stamping: Enabled		Suite 1000
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		Dallas, TX 75231
		chamilton@musgrovelaw.com
		IP Address: 65.36.114.19
Record Tracking		
Status: Original	Holder: Carolyn Hamilton	Location: DocuSign
6/26/2020 5:19:26 PM	chamilton@musgrovelaw.com	
Signer Events	Signature	Timestamp
Andy Horwitz andyh@gmail.com Security Level: Email, Account Authentication (None)		Sent: 6/26/2020 5:58:41 PM Viewed: 6/26/2020 10:38:20 PM Signed: 6/26/2020 10:38:35 PM
Signature Adoption: Pre-selected Style Using IP Address: 104.172.226.121		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Barnett Cohen barnettscohen@gmail.com Security Level: Email, Account Authentication (None)		Sent: 6/26/2020 5:58:37 PM Viewed: 6/26/2020 6:07:49 PM Signed: 6/26/2020 6:08:59 PM
Signature Adoption: Uploaded Signature Image Using IP Address: 69.75.109.122		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Cami Boyd cboyd@musgrovelaw.com Musgrove Law Firm P.C. Security Level: Email, Account Authentication (None)		Sent: 6/26/2020 5:58:42 PM Viewed: 6/26/2020 5:59:26 PM Signed: 6/26/2020 5:59:34 PM
Signature Adoption: Pre-selected Style Using IP Address: 104.210.221.112		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Constance Hockaday constancehockaday@gmail.com Security Level: Email, Account Authentication (None)		Sent: 6/26/2020 5:58:37 PM Viewed: 6/26/2020 6:06:18 PM Signed: 6/26/2020 6:07:37 PM
Signature Adoption: Pre-selected Style Using IP Address: 172.114.132.244		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Signer Events	Signature	Timestamp
Faye Driscoll fayedriscoli@gmail.com Security Level: Email, Account Authentication (None)		Sent: 6/26/2020 5:58:38 PM Viewed: 6/27/2020 3:14:59 PM Signed: 6/27/2020 3:15:37 PM
Signature Adoption: Pre-selected Style Using IP Address: 172.114.132.244		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Hana van der Kolk hvjanderkolk@gmail.com Security Level: Email, Account Authentication (None)		Sent: 6/26/2020 5:58:38 PM Viewed: 6/27/2020 8:32:19 AM Signed: 6/27/2020 3:13:15 PM
Signature Adoption: Drawn on Device Using IP Address: 74.70.79.95		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Heyward Braezy heyward@descentperformance.org Security Level: Email, Account Authentication (None)		Sent: 6/26/2020 5:58:38 PM Viewed: 6/27/2020 3:02:14 PM Signed: 6/27/2020 3:20:46 PM
Signature Adoption: Pre-selected Style Using IP Address: 108.184.234.217		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Janine Sun Rogers janinesunrogers@gmail.com Security Level: Email, Account Authentication (None)		Sent: 6/26/2020 5:58:43 PM Viewed: 6/26/2020 7:41:37 PM Signed: 6/27/2020 4:14:49 PM
Signature Adoption: Drawn on Device Using IP Address: 71.92.249.220		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jay Carlton jay.carlton@gmail.com Security Level: Email, Account Authentication (None)		Sent: 6/26/2020 5:58:39 PM Resent: 6/27/2020 4:59:52 PM Viewed: 6/28/2020 12:30:53 PM Signed: 6/28/2020 12:32:41 PM
Signature Adoption: Pre-selected Style Using IP Address: 172.58.27.8		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jennie MaryTai Liu jennielu@jennielu@gmail.com Security Level: Email, Account Authentication (None)		Sent: 6/26/2020 5:58:39 PM Viewed: 6/27/2020 4:09:56 PM Signed: 6/27/2020 4:10:09 PM
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Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Signer Events	Signature	Timestamp
Danien O'Reilly daniencoreilly@gmail.com Security Level: Email, Account Authentication (None)		Sent: 6/26/2020 5:58:37 PM Viewed: 6/27/2020 1:08:03 PM Signed: 6/27/2020 1:08:19 PM
Signature Adoption: Pre-selected Style Using IP Address: 172.116.9.67		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
David Adrian Freeland Jr. adrianfierce@gmail.com Security Level: Email, Account Authentication (None)		Sent: 6/26/2020 5:58:37 PM Viewed: 6/26/2020 6:30:24 PM Signed: 6/26/2020 6:22:44 PM
Signature Adoption: Pre-selected Style Using IP Address: 99.87.192.103		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Dean Eigenmann dean@eigenmann.me Security Level: Email, Account Authentication (None)		Sent: 6/26/2020 5:58:44 PM Resent: 6/27/2020 4:59:52 PM Viewed: 6/29/2020 2:02:52 PM Signed: 6/29/2020 2:03:11 PM
Signature Adoption: Pre-selected Style Using IP Address: 87.154.218.20		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Dorothy Dubrule dorothydubrule@gmail.com Security Level: Email, Account Authentication (None)		Sent: 6/26/2020 5:58:37 PM Viewed: 6/26/2020 9:41:29 PM Signed: 6/26/2020 9:42:32 PM
Signature Adoption: Pre-selected Style Using IP Address: 97.90.130.217		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Emily Gonzalez-Jarrett emilggonzalezjarrett@gmail.com Security Level: Email, Account Authentication (None)		Sent: 6/26/2020 5:58:42 PM Viewed: 6/26/2020 6:39:27 PM Signed: 6/26/2020 6:42:50 PM
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Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Emily Mast emilymast@gmail.com Security Level: Email, Account Authentication (None)		Sent: 6/26/2020 5:58:38 PM Viewed: 6/26/2020 6:51:06 PM Signed: 6/26/2020 6:55:09 PM
Signature Adoption: Drawn on Device Using IP Address: 76.176.19.117		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Signer Events	Signature	Timestamp
Jessica Emmanuel jessmoves@gmail.com Security Level: Email, Account Authentication (None)		Sent: 6/26/2020 5:58:39 PM Viewed: 6/26/2020 10:22:36 PM Signed: 6/26/2020 10:23:24 PM
Signature Adoption: Pre-selected Style Using IP Address: 108.252.167.86		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Marie de Brugerolle mdblaga@gmail.com Security Level: Email, Account Authentication (None)		Sent: 6/26/2020 5:58:42 PM Viewed: 6/27/2020 1:28:56 AM Signed: 6/27/2020 2:29:59 AM
Signature Adoption: Pre-selected Style Using IP Address: 86.202.235.193		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Mark Beylin mark.beylin@consensys.net Security Level: Email, Account Authentication (None)		Sent: 6/26/2020 5:58:41 PM Viewed: 6/26/2020 6:01:27 PM Signed: 6/26/2020 6:02:30 PM
Signature Adoption: Pre-selected Style Using IP Address: 72.231.5.78		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Mireya Lucio mireyalucio@gmail.com Security Level: Email, Account Authentication (None)		Sent: 6/26/2020 5:58:40 PM Viewed: 6/27/2020 11:53:53 AM Signed: 6/27/2020 12:03:15 PM
Signature Adoption: Pre-selected Style Using IP Address: 137.25.130.33 Signed using mobile		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Rob Solomon rob.m.solomon@gmail.com Security Level: Email, Account Authentication (None)		Sent: 6/26/2020 5:58:41 PM Viewed: 6/27/2020 4:04:31 PM Signed: 6/27/2020 4:39:38 PM
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Rudy Falagán danifalagan@gmail.com Security Level: Email, Account Authentication (None)		Sent: 6/26/2020 5:58:43 PM Viewed: 6/26/2020 8:57:07 PM Signed: 6/26/2020 9:00:20 PM
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Signer Events	Signature	Timestamp
Saskia Clerkx saskiaclerkx@gmail.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 172.119.7.132	Sent: 6/26/2020 5:58:43 PM Viewed: 6/26/2020 6:44:40 PM Signed: 6/26/2020 6:50:44 PM
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Shannon Hafez hafaeshannon@gmail.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 98.148.237.7 Signed using mobile	Sent: 6/26/2020 5:58:40 PM Viewed: 6/26/2020 7:39:52 PM Signed: 6/26/2020 7:40:01 PM
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Stacy Dawson Stearns dawsonstearns@gmail.com Bodies Are Infinite Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 45.48.1.210	Sent: 6/26/2020 5:58:40 PM Viewed: 6/26/2020 7:47:19 PM Signed: 6/26/2020 8:50:22 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sylvain Laurent s@6120.eu Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 82.251.66.251 Signed using mobile	Sent: 6/26/2020 5:58:44 PM Viewed: 6/26/2020 8:29:53 PM Signed: 6/27/2020 5:04:13 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Terrence Luke Johnson terrylukejhn@gmail.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 45.48.246.232 Signed using mobile	Sent: 6/26/2020 5:58:40 PM Viewed: 6/26/2020 10:22:48 PM Signed: 6/26/2020 10:24:38 PM
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Yehuda Duennys yehuda.duennys@gmail.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 108.185.145.117	Sent: 6/26/2020 5:58:41 PM Viewed: 6/27/2020 12:57:23 AM Signed: 6/27/2020 12:57:50 AM
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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Payment Events	Status	Timestamps

Forecasted Future

D.T. Cochrane

Forecasted Future

As economies contract due to COVID-19 containment efforts, economists continue to offer competing forecasts for the coming months. Will economic doldrums linger after the virus’s threat passes? Or will our efforts to flatten the infection curve enable rapid economic rejuvenation? None of these forecasts could anticipate the uprisings in defence of Black lives. It would be unfair to expect that they should. They are not designed or intended to offer such predictions.

But the impossibility of such insight tells us much about the limits of economic forecasting and their effects on the future. These limits emerge out of the very epistemology and ontology of economics—namely, their reductive conception of the selfish, hedonistic, atomistic individual as the basic unit of society—which also ground the ethics of economists. In economic thinking, radical, wholesale, collective social transformation is foreclosed. In the metaphysics of economists, such change can only be destructive. As such, the metaphysics of economists is implicated in the COVID-19 recession *and* the conditions of racial injustice that provoke protests, such as 2020’s demonstrations for Black lives.

The Effect of Forecasts

Is a forecast a subjective account, or an attempt to make an objective claim about the future? A forecast is what Michel Serres would call a “quasi-object”—not wholly natural and not wholly cultural. Forecasts are always based on *something*—they are constructed of objects and subjects in relation. They are an apparatus.¹ The quasi-objectivity of the forecast is not just in its construction, but also in its circulation.

Where it circulates will partially determine the scale and scope of its effects. Consider competing forecasts about how Canada will recover from the COVID-19-induced recession: those forecasts might land on the desk of a bureaucrat in the finance ministry, or be shared with a deputy minister. The deputy minister might, for a wide variety of reasons, bring just one of the forecasts to the minister. The minister, convinced by the forecast, might shed the paralysis of uncertainty and act decisively. The minister might work to bolster or fore-

stall the forecasted outcome. Perhaps a program will be cancelled or created, funding cut or redirected. These decisions can have widespread consequences for those who use the old and new programs. In this way, the forecast could be subverted or affirmed.

It is never so simple, however. The actual relays are orders of magnitude more complex: the bureaucrat’s writing skills; global financial markets; the deputy minister’s concentration; the Prime Minister’s ideology; the finance minister’s commitments; the program’s efficiency... All of these factors (and more) affect the forecast’s translation into social transformations. Forecasts are conduits that relay the past into the present, where they participate in making the future. In other words, forecasting is not only a calculative representation of the future, it is a metaphysical intervention: an experiment on reality based on responses to careful and constrained predictions.

Making the Future

The point of a forecast is not how well it holds up as an artifact of prediction. The point is what effect a forecast has in its present.

The tools of economics allow for the construction of complex models with many variables that bear on or relate to a variable of concern. Surmising the trajectories of all the independent variables, model users can suggest the future value of the dependent variable. However, when outcomes deviate from prediction, model-making becomes a domain rife with excuse-making. A modicum of creativity enters into both model-making and excuse-making, but disciplinarity strongly constrains the lines of creativity. The language and technical practices of economics—especially its pretense to being the most scientific of the social sciences—discipline model-makers to remain within the boundaries of peer acceptance. That is key to being accepted in government and corporate offices where others trained in economic model-making confer status and rewards.

The future does not just await us. We make the future. We make it with and against others. Some among us have larger networks and command more resources—greater force in making the future. But wealth and status are not synonymous with future-making capacity. Peasants, suffragettes, workers, and racialized peoples have also made the future. The effect of their activism and organizing in the present transforms the landscape of the possible. It is from this constantly shifting virtual landscape of the future that the present is actualized.

Economists are particularly potent future-makers, partially because they deny their own future-making. They demure, claiming to be mere observers. Yet, they proclaim the right to channel the will of

homo economicus. As theorized, sovereign individuals relate via the market to maximize utility, generating an efficient outcome. Of course, the pure and universal market imagined by marginalist economics does not exist. So, economists can only declare what outcomes would emerge if the pure market did exist. Beyond just identifying optimal outcomes, economists design mechanisms and objects of economic relation.² In other words, economists make markets that prescribe social activities, thereby making and constraining the future.

Reinforcing the Status Quo

Part of economists’ defence of existing power structures is liberal risk-aversion, which makes them wary that radical social change could leave people worse off. Indeed, as Deleuze and Guattari warned, we must not wantonly “deterritorialize” society, for the inevitable reterritorialization may be more brutal and more unjust.³ However, the calculative mindset of liberal economism precludes any radical change at all. Even economists that do not naturalize the purely selfish individual and market exchange largely defend the status quo. As their forecasting models predict a future based on data from the past, they prohibit the kind of radical change necessary to end the systemic oppression of racialized peoples, as well as deal with the economic fallout of the global pandemic.

Economists’ reinforcement of the status quo upholds racialized social hierarchies. It is well documented that Black income and Black wealth are both significantly lower than white income and wealth. According to mainstream economic theory, an individual’s income is determined by their marginal productivity—in other words, we get what we deserve. While few economists will explicitly claim that racial differences in income are indications of white superiority, neither will they take persistent racial differences as evidence that their theory has nothing to do with actual economies. If marginal productivity theory is undone, the entire edifice of mainstream economic theory collapses, along with its justification for the institutions and outcomes of the status quo.⁴

Foreclosed Forecasts

Think of the forecast as a sort of blueprint for the future. Economists’ forecasts are the most banal: rather than look forward, they look backwards—using models fed data gathered from the past. A pattern from the past is assumed to operate in the present, ensuring a predictable future. But in the process, economists end up reinforcing the social structures of the present.

What will become of us as we actualize the COVID-19 recession and recovery, and heed the movement to address racial injustice? Trapped in an uncertain present, we try to make sense of what

is to come. Economists have developed tools intended to do just that. However, those tools are ill-suited to forecast what comes next. They certainly cannot help us decide what should come next. Worse, those tools are part of an implicit metaphysics that hampers the insurgency of people demanding both a better future and more say in that future.

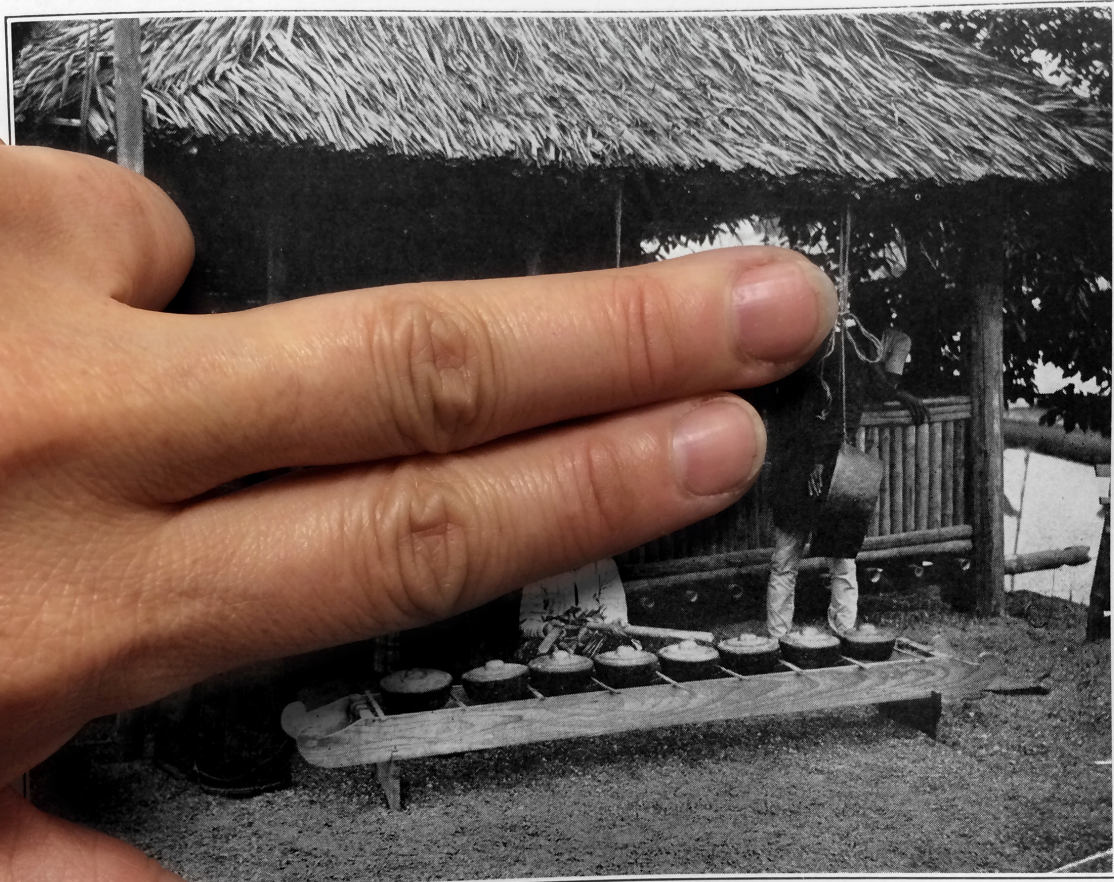
¹ Gilles Deleuze, “What is a *Dispositif*?” in *Two Regimes of Madness: Texts and Interviews, 1975-1995* (New York: Semiotext(e)).

² See Donald MacKenzie, Fabian Muniesa, and Lucia Siu, eds., *Do Economists Make Markets? On the Performativity of Economics* (Princeton: Princeton University Press, 2007).

³ Gilles Deleuze and Felix Guattari, *A Thousand Plateaus: Capitalism and Schizophrenia*, trans. Brian Massumi (Minneapolis: University of Minnesota Press, 1987).

⁴ Steve Keen, *Debunking Economics: The Naked Emperor Dethroned?* (London: Zed Books, 2011).

REMINGTON'S COWBOYS, ENTRANCE TO THE PIKE.



NATIVE ORCHESTRA IN MORO VILLAGE.

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Above and below, Stephanie Syjuco, *Block Out the Sun*, 2019. COURTESY THE ARTIST.



Biographies

Meredith Broussard is an associate professor at the Arthur L. Carter Journalism Institute at New York University and the author of *Artificial Unintelligence: How Computers Misunderstand the World*. Her research focuses on artificial intelligence in investigative reporting, and the use of data analysis for social good. A former features editor at the *Philadelphia Inquirer*, she has also worked as a software developer at AT&T Bell Labs and the MIT Media Lab. Her features and essays have appeared in *The Atlantic*, *Slate*, *Vox*, and other outlets.

Ted Chiang is the author of *Stories of Your Life and Others* and *The Lifecycle of Software Objects*. He was born and raised in Port Jefferson, NY, and attended Brown University, where he received a degree in computer science. His work has received the John W. Campbell Award, four Nebula Awards, four Hugo Awards, four Locus Awards, a Theodore Sturgeon Memorial Award, a Sidewise Award, and a British Science Fiction Association Award. He lives outside of Seattle, Washington.

Taeyoon Choi is an artist and educator based in Seoul and New York. He explores the poetics in science, technology, society, and human relations. He believes in the intersectionalities of art, activism, and education, and works on disability rights, environmental justice, and anti-racism. He co-founded School for Poetic Computation in 2013 where he continues to organize and teach experimental classes. Through his diverse practices, he seeks a sense of gentleness, magnanimity, justice, solidarity, and intellectual kinship.

D.T. Cochrane is an economist currently living in Peterborough, with his partner and two children. He is an economic research consultant with the Indigenous Network on Economies and Trade and a postdoctoral fellow with the Blackwood Gallery. In 2020, he began a postdoctoral fellowship on "Innovation and Rentiership" at York University with Dr. Kean Birch. He was previously a postdoctoral fellow in "Reconciling Sovereignties" at Osgoode Hall Law School and Ryerson University with Drs. Shiri Pasternak and Dayna Scott. He has worked as an economic researcher with the Manitoba and Ontario New Democratic Parties, as well as with Mining Watch Canada. He has a PhD in Social & Political Thought and Masters' and Bachelors' degrees in Economics.

Beth Coleman researches experimental digital media, and specializes in race theory, game culture, and literary studies. She is currently working on two books and has previously published *Hello Avatar: Rise of the Networked Generation*, a critically acclaimed book examining the many modes of online identity and how users live on the continuum between the virtual and the real. She has also curated numerous art exhibits and media installations in North America and Europe. Her current research

investigates aspects of human narrative and digital data in the engagement of global cities, including aspects of locative media, mobile media, and smart cities.

Constance Hockaday is a queer Chilean-American from the US/Mexico Border. She is a director and visual artist who creates immersive social sculptures on urban waterways. She has worked with the Floating Neutrinos since 2001, and collaborated with Swoon's *Swimming Cities* projects, sailing floating sculptures along the Hudson, Mississippi, and the Adriatic Sea (2006-09). In 2011, she created *The Boatel*, a floating art hotel in New York's Far Rockaways made of refurbished salvaged boats—an effort to reconnect New Yorkers to their waterfront. Her 2014 piece *All These Darlings and Now Us* highlighted the displacement of San Francisco's queer community: more than 1000 people watched peep show performances on a raft of retrofitted sailboats featuring artists from two recently shuttered iconic queer businesses. Hockaday holds an MFA in Social Practice and MA in Conflict Resolution. She is also a Senior TED Fellow and an artist-in-residence at The Center for the Art of Performance at UCLA.

HOW ARE WE is a collectively-created performance initiated by **Emily Mast** and **Yehuda Duenyas**, with works by Barnett Cohen, Constance Hockaday & Faye Driscoll, Darrian O'Reilly, David Adrian Freeland, Jr., Dorothy Dubrulle, Emily Mast & Yehuda Duenyas, Hana van der Kolk, Heyward Bracey, Jay Carlon, Jennie Marytai Liu, Jessica Emmanuel, Mireya Lucio, Shannon Hafez, Stacy Dawson Stearns, and Terrence Luke Johnson; critical writing by Andy Horwitz, Emily Gonzalez-Jarrett, Marie de Brugerolle, Mark Beylin, and Rob Solomon; blockchain lead developers Mark Beylin and Rob Solomon; blockchain developers Dean Eigenmann and Sylvain Laurent; design by Janine Sun Rogers, Rudy Falagan, and Saskia Clerckx; the legal counsel of Cami Boyd; and production by the Onassis Foundation. For full biographies of participants, visit howarewe.xyz.

The drafting of the **Feminist Data Manifest-No** was led by Marika Cifor (University of Washington) and Patricia Garcia (University of Michigan). In addition to their efforts, the first complete draft is the collective labour of T.L. Cowan (University of Toronto); Jasmine Rault (University of Toronto); Tonia Sutherland (University of Hawai'i at Mānoa); Anita Say Chan (University of Illinois Urbana-Champaign); Jennifer Rode (University College London); Anna Lauren Hoffmann (University of Washington); Niloufar Salehi (University of California, Berkeley); and Lisa Nakamura (University of Michigan). Situating their work within a long genealogy of feminist thinking and praxis, following Ruha Benjamin, they drafted the Manifest-No as a way to "remember to imagine and craft the worlds you cannot live without, just as you dismantle the worlds you cannot live within."

Filmmaker **Shalini Kantayya** premiered *Coded Bias* at the 2020 Sundance Film Festival. She directed for the National Geographic television series *Breakthrough*, which was broadcast globally in June 2017. Her debut documentary, *Catching the Sun*, premiered at the LA Film Festival and was named a *New York Times* "Critics' Pick." *Catching the Sun* was released globally on Netflix on Earth Day 2016, with executive producer Leonardo DiCaprio, and was nominated for the Environmental Media Association Award for Best Documentary. Kantayya is a TED Fellow, a William J. Fulbright Scholar, and an Associate of the UC Berkeley Graduate School of Journalism.

Mike Pepi is a critic of art and technology. He is based in New York.

Tommy Pico is a poet, podcaster, and TV writer. He is author of the books *JRL*, *Nature Poem*, *Junk*, *Feed*, and myriad of keen tweets including "sittin' on the cock of the gay." Originally from the Viejas Indian Reservation of the Kumeyaay Nation, he splits his time between Los Angeles and Brooklyn. He co-curates the reading series Poets with Attitude, co-hosts the podcast *Food 4 Thot* and *Scream, Queen!*, is poetry editor at *Catapult Magazine*, writes on the FX show *Reservation Dogs*, and is a contributing editor at *Literary Hub*.

Tiara Roxanne (PhD) is an Indigenous cyberfeminist, scholar, and artist based in Berlin. Her research and artistic practice investigates the encounter between the Indigenous Body and AI. She explores the colonial structure embedded within artificial intelligence learning systems in her writing, and in performance art using textiles. She received the Zora Neale Hurston Award from Naropa University in 2013, where she completed an MFA. Under the supervision of Catherine Malabou, Roxanne completed her dissertation "Recovering Indigeneity: Territorial Dehiscence and Digital Immanence" in June 2019. She has presented her work at Images Festival (Toronto), Squeaky Wheel Film & Media Art Center (NY), SOAS (London), SLU (Madrid), Transmediale (Berlin), Duke University (NC), AMOQA (Athens), among others. She is currently a researcher at DeZIM-Institut.

Stephanie Syjuco works in photography, sculpture, and installation, moving from handmade and craft-inspired mediums to digital editing and archive excavations. Recently, she has focused on how photography and image-based processes are implicated in the construction of racialized, exclusionary narratives of history and citizenship. Born in the Philippines, she is the recipient of a Guggenheim Fellowship and has exhibited widely, including at the Museum of Modern Art, the Whitney Museum, San Francisco Museum of Modern Art, among others. She is an Associate Professor at the University of California, Berkeley, and resides in Oakland, California.