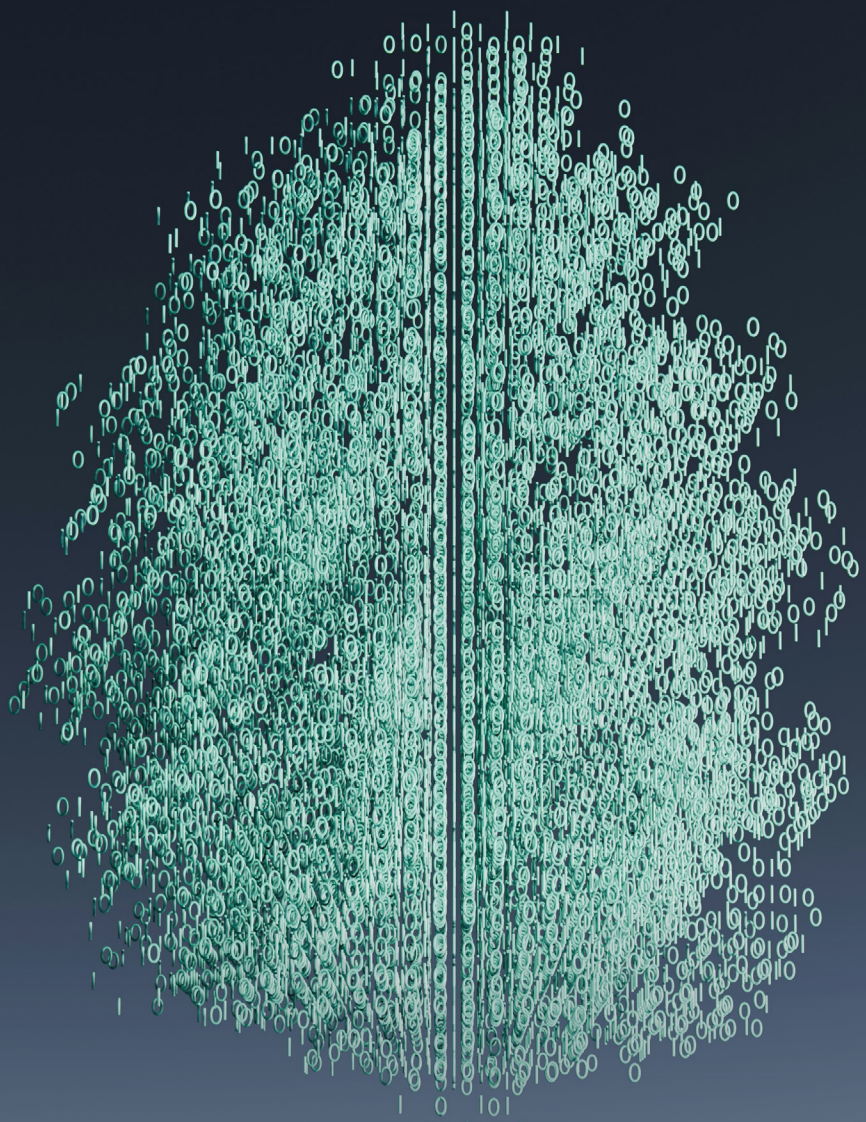


the COMMON INHERITANCE

Owned by no one and owed to everyone: A Legal Blueprint for a Global AI Dividend

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Foreword by

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National fund proposals to share AI wealth are taking shape, most visibly in the US Congress and from the AI laboratories themselves. The inputs that built the technology were drawn from all of humanity, yet every one so far defines its public nationally. Each entrenches the claim that AI-derived wealth is owed to the public that made it possible, but narrows the public it would pay, and closes a little further the window in which the global class can still be written into legislation. This paper answers with a new institution, the Common Inheritance: a perpetual, ownerless, private-law endowment that holds a share of AI-derived wealth and pays an equal entitlement to every human being, a global dividend (thereafter called "the Fund"). The paper's claim is that such a forever institution is legally constructible today, from existing legal materials, and its contribution is the blueprint: the institutional design, the normative bases of redistribution, and the data governance of beneficiary verification and delivery. It is a standing offer to whoever moves first: a coalition of founders, a philanthropy, a national fund seeking a global counterpart, or the AI companies themselves can adopt or adapt its instruments, separately or together, and the appendices are drafted for that use. A preliminary set of draft clauses (the Phase One Instruments) and two memoranda identifying questions local counsel would need to resolve in candidate jurisdictions are annexed as Appendices A to C. Everything in this blueprint is a proposal until the founders of the Common Inheritance adopt it.

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FOREWORD

Several years ago at the Future of Life Institute, I started working on a question that felt ahead of its time: if AI companies succeed in building systems that could do an increasing amount of economically valuable work, who will own what these systems produce and how will people support themselves? One answer we kept returning to was that everyone should get a share of that wealth, paid as a dividend. And it had to be global: the wealth would likely concentrate in a handful of countries, while the disruption could reach everyone, including places with no AI companies to tax. We estimated what a global income floor might cost, where the capital might come from, and how fast an AI-transformed economy would need to grow to afford it. It was clear from the math that a global dividend was not the solution to today's economy, but an attempted answer for a future state of the world. I later co-founded an independent organization to carry this work forward, and the idea has since developed along more than one path. This paper is one of them: a legal blueprint for how such an institution could be built.

A fund meant to serve all of humanity faces different problems than a national program does. It has no government standing behind it and no single legal system to shelter it. It must hold assets longer than any of its founders will live, resist capture by whoever becomes powerful in the meantime, and recognize billions of claimants without becoming a registry anyone would fear. These are legal questions before they are economic ones.

This paper does a great deal to close that gap. Silke Noa Kumpf has taken an idea that lived mostly in essays and slide decks and drafted it into charters, entitlements, and an arbitration system, with model clauses ready for counsel to test. Her central claim, that such an institution can be assembled today from existing legal materials, shifts the conversation from whether a global dividend could exist to who will build it.

The Overton window is shifting. In June, Senator Sanders introduced a bill that would place half the stock of the largest US AI companies in a public fund paying dividends to Americans. In October 2026, ahead of its IPO, Anthropic committed 5% of its shares to a public benefit fund designed to grow with the company. These are real steps, but each is either national or left to a company's discretion. This paper offers a global layer that could work alongside them while the rules are still being written. That's why this conversation matters now: promises are far easier to make before the wealth is created. None of this is a vision of the future we want. It is a backstop, built in case concentration at scale happens anyway.

This isn't the final word, and people will take different things from this work. I hope people argue with it, borrow from it, or build it, and I'm grateful to Silke for giving us something this concrete to work with. The blueprint is finished; the founding is not.

Anna Yelizarova
Future of Life Institute, October 2026

SUMMARY

The United States is converging on mechanisms for public participation in AI wealth, and every one of them defines the participating public nationally, while the inputs that built the technology were and continue to be global. The scholarship behind the most redistributive national proposal concedes the premise in terms: the wrong is *"a societal level theft"* (Polcz and Bearer-Friend, Sharing the Algorithm: The Tax Solution to Generative AI, 17 Colum. J. Tax L. 1, 39 (2025)), and the promised remedy is compensation for the public whose creations were fed into the algorithms. But the class that was wronged is humanity, while the class compensated is only national, and each further national fund both entrenches the premise and narrows the class. The Fund's proposed legal architecture is the layer this movement does not yet have: a private-law, perpetual, global endowment serving the beneficiaries national funds do not reach, designed to be composable with those sovereign funds rather than compete with them.

The institution this paper proposes is a small set of private-law entities with separated roles, bound together by covenant and a single forum:

1. a charter foundation that custodies an unamendable purpose and moves no money;
2. asset-holding vehicles in several legal systems, each holding a tranche of an inalienable corpus;
3. distribution operators that deliver payments region by region; and
4. one designated arbitral forum, deciding every arbitrable dispute, meaning every dispute the applicable law permits to be resolved by arbitration, from whichever relationship in the system it arises.

Each human's share is an equal, personal, inalienable entitlement to formula distributions, defined once at the system layer and enforceable in that forum. That entitlement is, in substance, a global dividend: an equal, recurring distribution to every human from the returns of a common corpus of AI-derived wealth. The paper proposes that the Fund's structure begins as a single foundation and grows by addition over time. Its charter and asset-holding entities are designed ownerless with no entity body able to define both the rules and move the assets.

The paper distinguishes recommendations (positions proposed here, with reasons), working hypotheses (assumed for design purposes and open to revision), and open questions. Within that structure, two firm recommendations stand out:

1. the charter entity's form, a foundation under Swiss law with no founder rights reserved, chosen because Switzerland offers the only codified pathway by which private institutions have earned international legal status;
2. dispute resolution: from the Fund's founding, all arbitrable disputes go to established international arbitration, with an arbitral tribunal of the fund's own left as a possible later evolution.

The enforcement design is a working hypothesis: the entitlement is enforced against the distribution operator obliged to pay, with asset-level enforcement conducted by institutional actors rather than individuals. The normative case rests on six bases, the strongest of which is new: the national funds constitute partial performance of an obligation whose beneficiary class is global. On data governance, the design law is that the accession registry must be incapable of becoming a surveillance asset: verification proves that a claimant is a unique living person and stores nothing else.

One recommendation is time-sensitive: model accession clauses for national fund legislation should be published while that legislation remains in draft.

One framing governs how the whole design should be read. The Fund is designed as a forever institution: an endowment meant to hold and pay across generations, through political realignments, market cycles, and the failure of some of its own parts. Institutions built for that horizon are built against their futures, because over a long enough time every stress arrives, and so their founding documents entrench purposes, divide powers, watch their own guardians, and rehearse attacks. What looks adversarial at first glance, the threat models, the capture analyses, the stress tests running through this paper, assumes no bad faith in any counterparty; it is the ordinary equipment of perpetual institutions, the same attributes found in constitutions, endowments, and the waqf. The paper's cooperative posture toward national funds and contributors sits comfortably beside it: one plans with partners, and designs for centuries.

THE PRINCIPLES

The ten principles below state what the legal architecture commits to. The Parts that follow are the research record beneath them. Each principle carries a pointer to the analysis in this paper that supports it, so the document can be read in either direction: principles first, or analysis first.

1

Human Equality: One equal, inalienable entitlement for every human, fixed in the charter

The charter defines the beneficiary class as all of humanity: every natural person, living now and in the future, holding the same claim, with no status qualifying or disqualifying anyone. Distribution may be sequenced, beginning where need is greatest, but sequencing is an operational choice that does not narrow the class. The entitlement itself is inalienable and personal: it cannot be sold, seized, or transferred, and so no person can ever hold more than one. It arises with birth and ends with death, passing to no one. What has been paid out belongs to the recipient absolutely.

Support in this paper: C.1, C.2, and D.2.

2

Longevity: An irrevocable institution holding an inalienable corpus

The principal is never spent and only returns are distributed. This separation, the irrevocability of the institution, and the absence of any reserved founder rights are fixed in the founding documents, because they cannot be retrofitted. They are the shared features of the endowment forms that have lasted centuries.

Support in this paper: B.2 (Components 1 and 2) and Appendix A.2.

3 **Separation of Roles:** No single body may define the rules, hold the assets, and deliver the payments

The legal architecture separates four roles:

1. custody of the constitution, which moves no money;
2. holding of the corpus, divided among several asset-holding entities;
3. delivery of payments to beneficiaries, region by region; and
4. a single designated arbitral forum for arbitrable disputes across all of them.

How many entities fill these roles, in which forms and places, is shaped over time by the constituencies that build the fund: the architecture begins with a single charter entity and grows by addition. The important criterion is separation between who can (re)define the rules and who can move the assets.

Support in this paper: B.2.

4 **Ownerless Charter:** No one owns the fund, and no one ever can, so its purpose cannot be bought

The charter entity has no members and no owners: assets dedicated to a purpose, administered by organs bound by that purpose, so that there is no membership or shareholding through which control could be bought, inherited, or captured. While several legal systems provide forms with these features, the founding jurisdiction is chosen with the recognition path below in view with asset-holding and distribution entities taking whatever legal form works best in their own jurisdiction and for their own task.

Support in this paper: B.2 (Component 1).

5 **Constitutional Division:** An unamendable core with an adaptable operational layer

The mission, the entitlement rule, and the core governance sit in a constitutional layer that no organ, actor, or coalition can amend. Two guardians watch over it: externally, the public supervisory authority that the chosen form brings with it; internally, an independent *"enforcer"* with standing to challenge any act inconsistent with the purpose. Everything operational remains revisable. Where any mechanism fails or becomes impracticable, adaptation follows the cy-pres pattern: the mechanism may be modified to the nearest viable alternative whereas the purpose may not.

Support in this paper: B.2 (Component 1) and C.5.

6 **Ungovernance:** Replace recurring decisions with fixed rules; revise the rules only by a guarded process

Wherever a recurring decision can be replaced by a transparent, pre-committed (and self-executory) rule in the legal instruments, it should be: every discretionary touchpoint is a point where capture, misappropriation, or delay can enter. Because lawful exploitation of any fixed rule is inevitable over a long life, the rules themselves need a maintenance path: a narrow, transparent, adversarially reviewed revision process, bound by the unamendable purpose.

Support in this paper: E.4, E.5, and Part F.

7 **Robustness:** Disruption should be uneconomic, partial, and non-fatal

Three tests govern the structure:

1. **Alignment of interests:** the corpus is held through the same doctrines and custody arrangements on which pension funds, endowments, and sovereign reserves depend, so it is never cheaper to reach than the system that shelters it.
2. **Diversification:** the asset-holding entities are spread across legal regions, with the aim that no single jurisdiction or custodian holds a decisive share, and that custody of any part of the corpus confers stewardship duties only, but not entitlement.
3. **Continuity:** the loss of any one entity or host interrupts neither distributions nor governance.

Support in this paper: B.2 (Component 2), C.4, and Part F.

8 **Embedded Autonomy:** Construct independence from within legal orders

The fund's protections are composed of the enclosing legal orders' own rules: foundation and trust law, charitable-purpose doctrine, host-state agreements, arbitration frameworks. Interfering with the fund would therefore require a legal system to act against rules on which its own institutions depend, so the fund's security and the integrity of its host systems are the same interest. The same rule extends to technical infrastructure: any protocol or registry the fund operates sits inside a recognised legal wrapper. Because no single legal order can be assumed reliable over the fund's time horizon, over time the construction is to be implemented in several orders in parallel.

Support in this paper: B.2 (Component 4), Part E, and Part F.

9 **Recognition:** Enable a plausible transition to international legal status

The fund is built so that a transition to formal international legal status is plausible and deliberate: host-state agreements, privileges and immunities, and recognition of its international character, as private institutions such as the ICRC, the Global Fund, and GAVI have earned. The path is known: a proven form, an international mandate, operations across many countries, and states with an interest in the fund's functioning. Until then, the Fund's substance travels contractually: every agreement carries the fund's protections as ordinary contract terms and designates the arbitral forum, and each executed agreement strengthens the record on which recognition applications rest.

Support in this paper: B.3.

10 **Composability:** Able to work alongside, through, or independently of other schemes

National funds, governments, and delivery institutions may contribute, mirror the entitlement formula, or act as accredited distribution partners for their own populations, without surrendering control of their own resources and without acquiring any claim on the Fund's. The charter, formula, and governance standard are published as model instruments that any jurisdiction can adopt, so the system can grow by replication and federation as well as by direct operation. Where no partner exists, the fund operates through its own arrangements. Federation is an optimisation, not a dependency.

Support in this paper: A.3 and Part G.

PART A
BACKGROUND AND STRATEGIC CONTEXT

A.1. The proposal and the moment

This paper proposes and designs the Common Inheritance: an institution that captures part of the economic wealth generated by AI companies and associated industries and redistributes it, long term, as dividends to humanity. The first task is to establish that such an institution should exist; the second, which occupies most of this paper, is to show how it can be built to last. The design question is no longer whether the public should share in AI-derived wealth. In the two years to mid-2026, the United States, which, alongside China, hosts the major AI companies, has answered that question in practice, and has answered it nationally.

Three American developments define the landscape. First, legislation: the American AI Sovereign Wealth Fund Act (S. 4825, introduced June 18, 2026) would impose a one-time tax of fifty percent, paid in stock, on companies with more than two hundred million dollars in annual AI-related receipts, depositing the shares in a Treasury trust fund managed by a seven-member independent commission nominated from a bipartisan congressional list and confirmed by the Senate. Three of its design features deserve particular attention, because Congress's most redistributive proposal has independently arrived at three of the Fund's own design patterns: the fund is barred from selling the stock (an inalienable corpus), annual appropriations are capped at five percent of average market value (a formula-bound payout), and use of the fund to bail out AI companies is prohibited (an anti-capture rule). The bill builds on the equity-tax design published by Polcz and Bearer-Friend (Sharing the Algorithm: The Tax Solution to Generative AI, 17 Colum. J. Tax L. 1 (2025)), whose argument for taxing in equity rather than cash (it reaches unprofitable firms, foreign investors, and exempt entities, and requires no liquidity) is equally an argument for the Fund's own equity-commitment instruments. Second, the voluntary track: OpenAI has proposed that leading laboratories each allot roughly five percent of their equity to a public fund modelled on the Alaska Permanent Fund, with governance, tax treatment, distribution formula, and vesting all unresolved, and congressional action likely required (Criddle and Hammond, OpenAI proposes handing

Trump administration 5% stake, Financial Times, 2 July 2026). Third, the tax-funded track: Anthropic's chief executive had previously proposed that, should displacement prove large and enduring, long-term income support (universal basic income financed through taxes on the relevant companies or capital gains taxation, with universal capital accounts as an alternative vehicle) take the place of equity transfer (Amodei, Policy on the AI Exponential, June 2026; reported as the company proposing to tax itself to fund displacement support: Huamani and Associated Press, Fortune, 11 June 2026). Anthropic has since taken steps towards the voluntary track: in October 2026 it announced that, subject to stockholder approval, five percent of its shares would be committed to a public benefit fund thus far structured as a wholly owned LLC, with governance, beneficiary class, and transfer timeline unresolved and further valuation-linked additions at board discretion (Anthropic, Investing in the public benefit, 18 October 2026). Comparable schemes in other AI-producing states should be expected to follow the same template.

The model all sides invoke, Alaska, is itself instructive in both directions, and Part C returns to it: its constitutionally entrenched principal has held for five decades, whereas its merely statutory dividend formula was overridden through ordinary politics in 2016.

A.2. The structural gap

The normative case for the national funds proves more than the national funds deliver. The training corpus of a frontier model is globally sourced. The labour-market and informational disruption is globally distributed. Yet, the emerging capture mechanisms pool the returns at the point of corporate incorporation. The scholarship behind the equity-tax track (the Sanders bill, S. 4825) concedes the premise in terms: the wrong is *"a societal level theft,"* and the promised remedy is compensation for the entirety of the public whose creations were fed into the algorithms (Polcz and Bearer-Friend at 39). But the proposed instrument compensates one nation's public. The class that was wronged is humanity, while the class compensated is only national. Notably, the scholarship on which the programme rests does not close that gap, it passes over it. Populations outside the United States are excluded from the schemes now on the table, and each further scheme an AI-producing state adopts will exclude everyone outside it in turn. The fallback of the excluded, unilateral taxation of AI services in their own markets, is a remedy that scales with market leverage and therefore delivers least where the exclusion is greatest: the European Union can tax what a small low-income

state cannot. The result is a compounding exclusion, and it is here that the Common Inheritance makes the difference. The argument becomes stronger, not weaker, with every national fund established, because each fund further entrenches the premise that AI-derived wealth is owed to the public that made it possible, while further narrowing the class of that public.

A.3. Relation to the national funds

The Common Inheritance treats the national funds as the first, incomplete instantiation of its own premise, and relates to them in three cumulative modes:

1. Interoperation: shared standards where mutual benefit exists, including mutual recognition of eligibility verification and compatible distribution rails, with national funds able to serve as accredited regional distribution operators for their own populations.
2. Layering: national schemes serve their domestic classes while the Common Inheritance serves the global remainder, through proposed accession clauses in national legislation, matching commitments by companies alongside national contributions, and federation agreements.
3. Residual capture: the Common Inheritance claims what the national settlements structurally leave behind, and claims nothing already committed to a national scheme.

The sequencing implication runs through the whole paper: rather than asserting a global norm against national practice, the Common Inheritance extends a norm national practice has established, with the national funds framed as partial performance of the underlying obligation. One consequence is time-critical and returns in Part G: accession provisions cost a legislature nothing at enactment and are politically expensive to add later, so the model instruments must exist while the legislation is in draft.

PART B
INSTITUTIONAL ARCHITECTURE

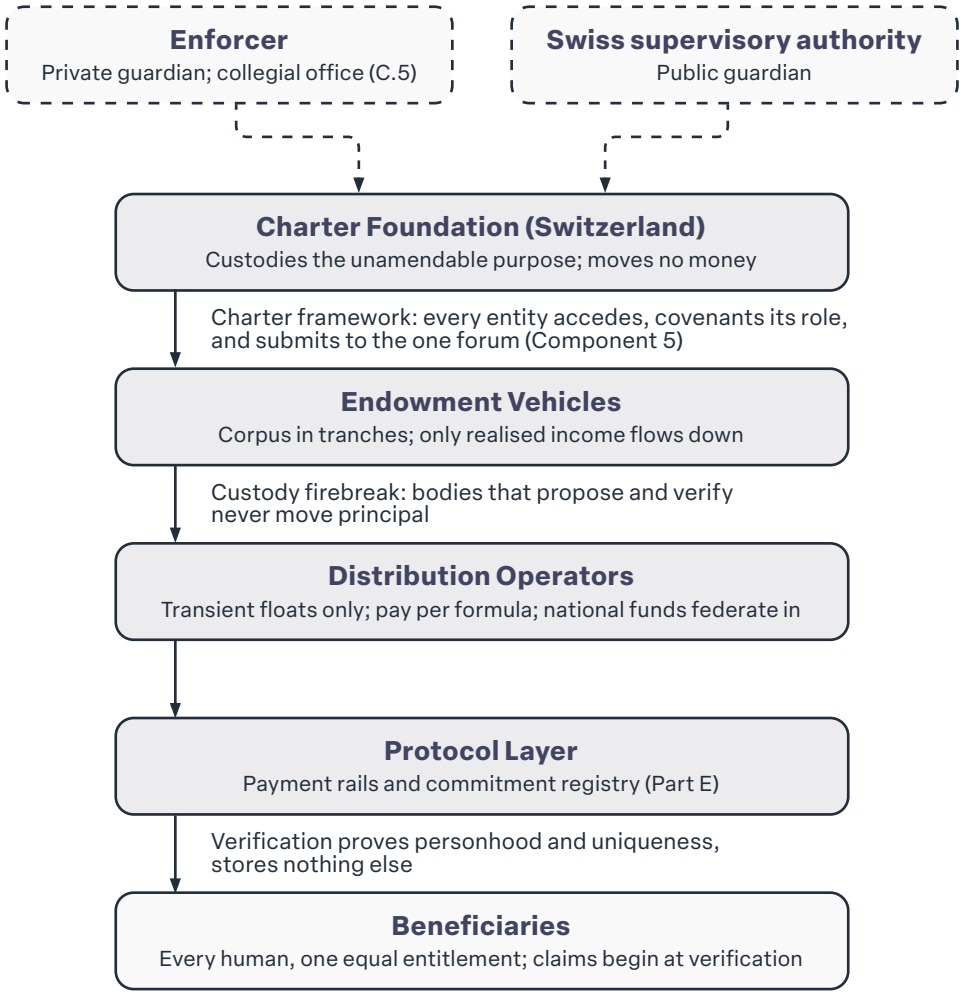
B.1. The principles as design constraints

The ten principles above are the design constraints on everything that follows: every entity, clause, and mechanism in this paper implements one or more of them, and the support pointer under each principle maps the implementation.

B.2. Components

The architecture in one view, before the components:

Figure 1. The entity architecture



Component 1

For Component 1, the proposal is that the Charter Entity holds the constitutional layer: the mission, governance rules, and irrevocable core purpose. The form proposed here is a foundation under Swiss law, with no founder rights reserved (any reservation under Article 86a of the Swiss Civil Code expressly excluded). The reasons are as follows: A Swiss foundation has no members and no owners, so there is no membership or shareholding through which control of the purpose could be acquired and assets vest in the institution itself. Modification of the purpose lies outside the power of the foundation's own organs and with the federal supervisory authority on narrow statutory grounds, which supplies an external public guardian of the constitutional layer alongside the fund's own independent enforcer. Swiss law conveniently builds the design's own adaptation rule into the state: the purpose can be adjusted only when it has become impossible or its meaning has changed, and only by the authority, and never by free amendment. A review of the supervisory authority's own published guidance (ESA, Fragen und Antworten, esa.admin.ch, accessed July 2026) confirms this picture and hardens it in three respects. The authority defines the foundation as ownerless special-purpose assets with legal personality and describes supervision as the corrective the legislature created for the missing owner interests and controls, which is the two-guardian design stated from the state's side. Swiss doctrine names the two facts the charter relies on, the separation principle, under which endowed assets are finally severed from the founder, and the freezing principle, under which the founder's will fixes in the purpose at establishment only. The entrenchment is deeper than a chosen waiver: a founder's right to change the purpose, or under the article's current text the organisation, exists only if expressly reserved in the original deed (ZGB article 86a, paragraph 1), cannot be introduced by any later amendment, which is the supervisory authorities' settled practice grounded in that paragraph's wording, and for a corporate founder lapses by law at the latest twenty years after the foundation's establishment (ZGB article 86a, paragraph 3). The proposal for the Fund is that the deed reserves neither. No statute change takes effect at all without the authority's approval and the council cannot dissolve the foundation by its own resolution, dissolution lying with the authority alone, on statutory grounds, on the application of any interested person (ZGB articles 88 and 89). The authority's published practice already extends to foundations holding crypto assets, reviewed on the same purpose-conformity standard.

A fair reading might still ask whether all this leaves the charter entity an empty shell: it holds no corpus, spends at no one's discretion, sues no one, and cannot change its own purpose. The short answer has two halves. Everything a captor would want is out of reach, and everything within reach is supervised, checkable, and worth little to hold.

What is out of reach? The assets sit in other entities under the custody rule. The purpose, the entitlement rule, and the entrenched clauses cannot be amended by anyone. The statutes change only with the supervisory authority's approval. The entity cannot dissolve itself. And it holds no claims against the corpus holders: the Charter Framework, the constitutional agreement to which every component accedes, and which is called simply the framework below, allocates those causes of action exclusively to the enforcer and to injured entities, so a suit by a captured council would arrive without a claim and without standing in the forum. The allocation is so that control here opens no route to the money. What is within reach? The entity's working functions, each paired with its check. The foundation keeps the constitutional texts and the authentic versions of the instruments: a registrar's job, done in public. The foundation is the hub through which every accession covenant runs: a counterparty because the framework fixes what the covenants say. It accredits Distribution Operators and can withdraw accreditation: only on the published criteria of the Governance and Custody Standard, the system's operational rulebook, revisable solely through the guarded revision process and described at E.5, and reviewable in the designated forum, so gatekeeping is difficult to turn into patronage. It names half of the enforcer college at the steady state: the other half belongs to federation partners, and clause A.5 protects the college's independence, funding, and succession against the very hands that appoint it. It hosts the Mechanism Revision Process, the largest function and the most guarded: narrow, transparent, adversarially reviewed, bound by the constitutional layer, exposed to the enforcer's standing, and powerless to touch the statutes without supervisory approval. And it carries the recognition pathway.

The design aim is that capturing the charter entity should be the least rewarding attack in the system. It would be slow, visible while it ran, checked at every function, and asset-free at the end. The prize is administration under supervision, not wealth, and not the rules that matter. The same list answers Swiss law's activity requirement, since

these functions are the purpose being actively pursued. The council's largest lever is the revision process, and who sits in it, who reviews it, and on what terms is the open question recorded in Part G.

Switzerland offers the only codified pathway by which private-law institutions have acquired international legal status (B.3). This proposal considers the entity form of a Swiss foundation preferable to the Swiss association because an association's supreme organ, the member assembly, can amend the statutes including the purpose, so that capture of the membership is capture of the purpose. The International Committee of the Red Cross (ICRC) was able to contain that risk through a closed, self-co-opting membership and an external mandate anchored in the Geneva Conventions, neither of which the Fund possesses at formation. This proposal also rejects as an entity form a Liechtenstein foundation as it lies outside the recognition pathway, with founder-control flexibility that is the opposite of what a constitutional custodian requires. Near-peer forms were considered and can be reserved for other roles: the German and Danish supervised foundations, which supply the external guardian through their supervisory authorities but sit outside any codified recognition pathway; the Dutch Stichting, where public supervision exists but is reactive only, vested in the Public Prosecution Service and the courts on serious doubt, with no dedicated authority standing continuous guard over the purpose; and the offshore and Gulf purpose-foundation regimes (endowment-vehicle candidates, less suited to the constitutional layer on legitimacy and host-alignment grounds).

One more fair question completes the picture of the charter entity: how does an entity with no funds pay for a registry, an accreditation process, a revision process, and a diplomatic pathway? The answer has a Swiss half and a system half. The Swiss half is standard Swiss foundation practice, and it doubles as the bootstrap. The foundation is formed with its own working capital, the initial endowment of the deed, and the sizing rule is stated rather than assumed: enough to carry the entity from formation until the system charge below reaches sufficiency under the sequencing note's conservative case, held as a rolling runway of several years' budget. This is not the corpus, it confers no distribution role, and it remains too small to be worth capturing, since a treasury inside the charter entity would recreate the prize the last passage removed. Swiss practice requires the deed to show means adequate to the purpose, and the runway together with

the funding mechanism below is that showing. Founding contributions to that endowment are different in kind from the operational gifts barred below, and the difference is legal rather than rhetorical: on endowment, the separation principle severs the assets from the giver totally and forever, and no right, seat, name, or relationship survives under a deed that reserves no rights, so the moment of formation is the one moment at which giving to the foundation is safe by construction. All founding contributions are unrestricted, non-recurring, and published. The system half is a permanent funding mechanism written into the framework itself. This paper proposes a pre-committed system charge: each endowment vehicle pays, under the framework's allocation rules, a small formula share of its realised income to fund the system functions, the charter entity's budget and, on a separately protected line, the enforcer's. The charge runs from the first vehicle onward and carries a minimum floor sufficient for the system functions, an expense senior to distributions, so the entity cannot be starved at the start, and cannot be squeezed later. And because the share is fixed by formula and payable as covenant rather than negotiated as budget, even a solitary early vehicle is unlikely to acquire leverage by paying it. Spreading across all vehicles, so that no funder is decisive, is a steady state reached as endowment vehicles (tranches) multiply, just as the federation half of the enforcer college fills only as federation partners come to exist (C.5). Amounts are published and capped, with any surplus flowing back to distribution, so the administrative layer should not be able to grow into a honeypot treasury. Nonpayment is a funding-covenant breach enforced like any other, and the formula is revisable only through the guarded revision process. The enforcer's line is proposed to be multi-year and held forward in escrow, so that no organ it supervises can starve it in the year it is being sued by it. And once operating, the charter entity accepts no earmarked or recurring operational gifts from AI companies or states: whoever wishes to fund the system contributes through the capture instruments into the endowment vehicles.

Component 2

For Component 2, the proposal is that the Endowment Vehicles hold the corpus in tranches across legal-political regions (e.g. civil law, common law, waqf jurisdictions), so that no single legal order holds a decisive share. These families also carry the design's oldest precedents: the waqf has preserved endowment principal through the irrevocable separation of principal from distributions for over a millennium, and civil-law foundations

have operated under a single deed for centuries, the Fugger foundations of 1521 still housing Augsburg residents on their founder's terms. Intake is proposed to work as follows: The charter entity decides which vehicle receives each contribution. It does not choose freely: it applies the allocation formula published in the framework, which sets diversification bands across the legal families, with capacity and risk weights in the Governance and Custody Standard. The proposal is that each designation is certified in public and reviewable in the designated forum, and a contributor's preference is honoured only within the bands but does not bind, the corpus-side analogue of the no-earmark rule, so that no contributor buys a jurisdiction and no council favours one. At the beginning there may be only one endowment vehicle, and the rule is written for that phase too: every contribution is then designated to it by necessity, the designation is certified in public all the same, so the record and the habit begin on day one, and the formula's diversification duty takes its early form as a duty to expand. The Governance and Custody Standard should set the concentration triggers for that duty: thresholds for how much of the corpus may sit in the single vehicle, and when a threshold is crossed, the charter entity must bring the next vehicle, in the next legal family, into existence. The bands begin to bind as soon as there is a choice to make. Tax belongs in the same formula: where a contribution lands changes what the contributor and the fund each keep after tax, so the Standard's allocation weights will carry those consequences; the detailed tax analysis is complex, needs dedicated work, and is reserved to counsel (Appendix B, counsel question 9).

For the US vehicle, the most likely candidate is a Delaware non-charitable perpetual purpose trust as corpus holder. Subject to further counsel discussion, the charitable form, preferred from a tax perspective, was found less suitable for the corpus for a structural reason: a vehicle funded with large equity stakes from a handful of companies would likely be a private foundation in US tax terms (i.e. the tax status of a charity without broad public support, attaching whatever its legal form, charitable trust or nonprofit corporation), and the excess business holdings rules force divestment of precisely the holdings the vehicle exists to keep. Charitable-purpose doctrine also strains against unconditional universal payments, and exemption is administered by a politically exposed agency. The purpose trust supplies what the corpus role needs (drafting freedom, a statutory enforcer, perpetuity); the charitable form's benefits (deductibility for contributed equity,

attorney-general oversight, legitimacy) are captured where they are more suitable, in the US Distribution Operator under Component 3, where poverty-first sequencing makes charitable framing viable.

The jurisdictional findings are as follows: Delaware ranks first, on doctrinal depth, specialist courts, and neutral optics. New Hampshire's Foundation Act is the studied alternative: it offers a civil-law-style foundation inside the United States, symmetric in form with the charter entity. South Dakota was set aside on secrecy-jurisdiction optics, despite having the strongest statute. Wyoming was considered for the protocol layer and set aside: its decentralised-organisation form requires a minimum of one hundred members, a membership body the ownerless design deliberately avoids, and the same wrapper result is achievable in Delaware through a limited liability company whose sole member is the purpose trust, with the protocol rules given effect in the company agreement. The dormant mirror charter entity candidate is accordingly the New Hampshire foundation. The timing implication from Part A is that the US vehicle should exist before either national vehicle design is finalised, so that it can be named as global-tranche recipient in accession drafting and can take matching commitments at the same closing as national contributions. All US jurisdiction and form choices in this paragraph should be verified with specialised US counsel before any step toward formation. The paper consolidates counsel questions in the US vehicle memo (Appendix B).

Component 3

For Component 3, the proposal is that the Distribution Operators execute payments regionally, in forms suited to their jurisdictions and functions. National AI funds may serve as accredited operators for their own populations by federation agreement, subject to the governance standard and to the custody-confers-no-entitlement rule. Operators hold transient distribution floats, never corpus; the smallness of what they hold is itself a design feature (Part C.4).

Component 4

For Component 4, the proposal is that the Protocol Layer provides registration and payout rails: cryptographically secure infrastructure for beneficiary registration and distribution execution. Rails are chosen for recipients and continuity: multiple in parallel, with no single bank, processor, or network as a point of failure, and decentralised rails valued as redundancy where banking and state systems are absent, fragile, or exclusionary.

For the decentralised rail itself, the working hypothesis is Ethereum, preferred for its security and credible neutrality.

The selection criteria are set by the principles:

1. credible neutrality, meaning no controlling company or foundation, the same governance-independence test applied to identity infrastructure in Part E;
2. security and continuity commensurate with a perpetual institution;
3. a mature zero-knowledge ecosystem, since the commitment registry and nullifier design of Part E depend on it;
4. per-payment cost viable for per-capita distribution;
5. recipient privacy at payout; and censorship resistance.

Whether execution stays on the base layer or moves to one of Ethereum's rollup networks is not a free-standing choice but a function of the payout formulation: distributions that are batched and periodic can settle on the base layer at acceptable cost, while continuous or fine-grained dripping would force execution onto rollups, whose lower costs are bought with the sequencer and upgrade-key concentration that the censorship-resistance criterion penalises. Formula design and rail choice therefore need to be made together, and batching serves both purposes at once: it keeps settlement affordable, and it supplies protection the formulas need in any event against timing-based gaming, i.e. strategies that profit from predictable payout moments, which batching defeats because pooled, periodic settlement leaves little room for exploitation.The hypothesis is accordingly this. Ethereum serves as the anchor for the commitment registry and as the preferred execution layer wherever the payout formulation permits. Rollups that meet defined security criteria are used only where the formulation requires them, and never so that any single network is relied on, per the multi-rail rule above. Final selection is governed

by the accreditation criteria of the Governance and Custody Standard. Not included in this paper are the detailed payout formulations themselves, sequencer decentralisation status, data-availability costs at global payout scale, and bridge risk between layers.

Every protocol and rail, and the one registry the system keeps (the commitment registry of Part E, recording that verified unique persons have acceded), sits inside a legal wrapper, with regulatory-equivalence strategies integral to the component.

Component 5

For Component 5, the Dispute Resolution Body, the recommendation (July 2026) is that, at formation, all disputes be referred to established international arbitration, designated uniformly across the charter and every contract, so that all of the fund's relationships resolve in one forum and awards are enforceable under the New York Convention in ca 170 states. Within that recommendation, the institutional question splits along the tiers of the enforcement design in Part C, because the same procedure may not be suitable for all tiers, who should however share the same forum. For inter-entity, vehicle, and AI-company disputes (tiers two and three, together with disputes under the capture contracts, meaning the contribution and commitment agreements by which the fund takes in assets from AI companies), the candidates are two of the most established arbitral institutions, both of which administer disputes involving state-adjacent parties and both of which carry their own expedited procedures for smaller claims: the Swiss Arbitration Centre under the Swiss Rules, aligned with the charter seat, respected, and relatively moderate in cost; and as a second option the ICC, whose standing is unmatched but whose proceedings at conventional rates can be rather slow and costly. For beneficiary claims (tier one: numerous, small, and digital), conventional institutional pricing fails. But there is precedent now that a recognised institution will build a bespoke expedited scheme at negotiated fixed fees: the Blockchain Expedited Arbitration Rules developed by the London Chamber of Arbitration and Mediation with Immunefi run a fixed-fee, documents-only procedure that resolves in weeks, produces awards enforceable in over 170 states, and lets the award itself release the disputed assets from smart-contract escrow, so the decision executes without any court, a bespoke digital procedure of the needed shape, though built for claim sizes far above the fund's (Kumpf, Blockchain-based Dispute Resolution as Sanctuary Justice, draft, 2026).

So the recommendation preserves the single forum by construction: one institution, designated uniformly as administrator and appointing authority, runs two tracks, its standard rules for tiers two and three and the capture contracts, and a negotiated fixed-fee programme for tier-one beneficiary claims. Because a typical tier-one claim, a distribution not paid, a verification wrongly refused, or data misused, may be low value, the proposal programme is a ladder rather than per-claim arbitration: automated checking against registry, ledger, and protocol, with a mandatory operator duty of correction, resolves the deterministic mass under the enforcer's supervision; the residue is decided in enforcer-bundled batches whose awards extend by covenant to all materially identical claims; and the institution's fixed annual fee is borne by the system charge, never by claimants. The LCAM rules show the bespoke digital procedure being built, and WIPO's decades of UDRP administration show a recognised institution running a high-volume, low-value docket. This paper proposes to approach the Swiss Arbitration Centre as the first choice for the combined mandate. Seat and appointing authority remain bracketed for decision. A dedicated tribunal for the Fund stays a possible later evolution.

A distinction closes this component. The LCAM model above is established arbitration executed on-chain: a seated institution, a reasoned award, New York Convention enforceability, with smart contracts as the execution layer. Blockchain-native adjudication (crowdsourced juror systems and optimistic oracles that decide disputes by staked voting) is a different object, and this paper considers it unsuitable for the Fund at this point in time. The deciding juror pools are purchasable above an economic security bound that any corpus-level dispute would exceed, the resulting decisions sit outside the New York Convention's enforcement architecture, and the fork-based designs that could in principle remove the purchase problem exist as designs and test networks, not operating systems (Kumpf, Blockchain-based Dispute Resolution as Sanctuary Justice). The assessment is dated, not doctrinal: as agentic AI generates disputes for which no state forum is open, these systems may mature into a further evolution path alongside the dedicated tribunal, and the accreditation criteria of the Governance and Custody Standard are the vehicle for revisiting them.

A final set of requirements is added here. Five governance-security requirements apply across all five components as system-wide operational security, and they are treated as design requirements rather than policies. The first is the elimination of key-person risk,

through rotating roles, geographically distributed signers, and mandatory succession. The second is three lines of defence: internal compliance, external audit, and the independent enforcer with standing. The third is transparency by default: budgets, investment policy, conflicts, and audit letters are published. The fourth is the exclusion of plutocratic governance: constitutional matters are protected by checks such as sortition-based or two-chamber review rather than wealth-weighted voting. The fifth is the asset-custody firebreak: the public-facing entity can propose and verify but never move principal, which is the separation criterion of the principles applied to daily operations. These requirements can be benchmarked against the sector's own standard. The Swiss Foundation Code (Sprecher, Egger, and von Schnurbein, 4th edition, 2021), the governance benchmark of the Swiss foundation sector, grounds its recommendations in the same diagnosis this design starts from: a foundation has no owners, members, or shareholders, it belongs to itself, and it must therefore organise its own separation of powers; and the architecture the Code recommends, fundamental and long-term provisions in the charter with everything that should stay flexible kept in subordinate regulations, is this paper's constitutional and operational division stated as sector best practice. The Code's commentary also documents the failure patterns the requirements above answer: boards drifting over generations until returns mainly finance the fees of the service providers seated on them, conflict-of-interest review by supervisory audit that the Code calls usually ineffective, and restrictive complaint standing that under-protects board members who resist capture. That record is why the design does not rest on the Swiss baseline: it layers the independent enforcer, formula-bound distributions, and the custody firebreak on top of it, and it entrenches more at the constitutional layer than the Code would counsel for an ordinary grant-maker. The reason is what the entity does: an ordinary foundation pursues its purpose through programmes, grants, projects, and strategies it must stay free to change, while the charter entity runs no programmes at all; its function is to keep the rules and the texts, and for a keeper of rules, the flexibility that serves a grant-maker is simply an attack surface.

A last objection concerns not any single component but what holds them together. The system's obligations are created by agreements, and agreements can be breached: what, then, actually stops an endowment vehicle from ceasing to perform, or from being reshaped under its own local law until nothing is owed? The answer is that signing on is

only the entry. Accession creates the obligations, and it also installs four protections that then stand on their own, none of which depends on the vehicle's continuing willingness to keep its promise.

First, the vehicle's constitutive terms. Each vehicle's own deed transposes the A-clauses (the charter entity's draft constitutional clauses, set out in the Phase One Instruments at Appendix A), so the charter framework is not a promise the vehicle made to an outsider but the vehicle's internal law. Breaking it is breach of trust, and trust law usually answers breach with removal, injunction, personal liability, and proprietary recovery of diverted assets, not with money damages that a well-advised breacher could price in and pay. Second, a guardian inside the vehicle. The entity-level enforcer, guardian, or protector office that local law requires is held or appointed by the system Enforcer, and its standing arises under the vehicle's own local law, so no counterparty can end it by repudiating a contract. Third, obligations that travel with the assets. The contribution instruments attach the purpose to the contributed equity before it moves, so the assets arrive already bound: a repudiating vehicle would hold property on terms it cannot keep, and property of that kind can be traced and recovered in whoever's hands it sits. Fourth, surviving process. The arbitration agreement is separable from the covenants it polices, survives their repudiation, and its awards travel under the New York Convention.

Around the four protections sits the architectural backstop. Breach triggers status consequences, de-accreditation, reallocation of funding under the framework's rules, activation of the continuity clauses, and diversification makes any single breach partial and non-fatal. That is the Robustness principle at work, and it is also where honesty requires a concession: no legal arrangement of any kind survives a state that is determined to break it, and the design does not pretend otherwise. It claims that breach is uneconomic for the breacher, partial in effect, and non-fatal to the mission. The residue is a drafting burden rather than a design gap: the four protections are installed at formation, in the transposed deeds, the office mechanics, and the contribution instruments that bind the assets before they move. For that reason, these drafting tasks already appear on the work plan: the Sequencing Note in Appendix A lists them among the formation steps, and the counsel questions in Appendices B and C test their local-law mechanics.

B.3. The recognition path

The proposed architecture is built to make the transition to international legal status plausible and deliberate, and pursues it from formation. The precedents for a private law foundation to achieve international legal status are all Swiss. The Global Fund, a private-law foundation, established in 2002 to end HIV/AIDS, tuberculosis, and malaria, obtained an agreement with Switzerland in December 2004 determining its legal status and granting the customary set of privileges and immunities: immunity from suit and execution, inviolability of premises and archives, tax exemption, protected communications, and immunities for persons serving it, with disputes referred to an arbitral tribunal and the agreement terminable on two years' written notice. In 2006, it obtained United States privileges by executive designation under the International Organizations Immunities Act, an instrument formally designed for intergovernmental organisations, applied to a Swiss foundation because function was judged over form. It is highly relevant how the Global Fund got there: the WHO provided the Global Fund's administrative services and the umbrella of WHO privileges until the beginning of 2009, by which time its own arrangements were in place. It has since extended its protection country by country and through its own multilateral privileges-and-immunities agreement, opened for signature in 2009 and which entered into force in 2019. That decade-long lag is instructive for our endeavour: even a functioning, state-funded institution needed ten years to bring its own instrument into force. GAVI, likewise a Swiss foundation, incubated by UNICEF, became the first institution recognised under the Swiss Host State Act, which entered into force in January 2008 and granted GAVI privileges similar to those of intergovernmental organisations. The ICRC, a private Swiss association, has held a headquarters agreement since 1993 on the strength of its Conventions mandate. The pattern to achieve international legal status between all those organisations is similar: private-law birth, incubated operations, recognition once an international mandate is unmistakable, operations spanning many countries, and states holding a stake in the institution's functioning; thereafter outward replication of the envelope. (Principal instruments: the Agreement between the Swiss Federal Council and the Global Fund of 13 December 2004; US Executive Order 13395 of 2006; the Swiss Host State Act of 2007, SR 192.12; the GAVI recognition of 23 June 2009.)

Two design consequences for the Fund's goals of international recognition follow. First, until recognitions exist, their substance travels only contractually: every contribution, custody, and federation agreement carries corpus-protection, no-attachment, fiscal best-efforts, exclusive-arbitration, continuity, and non-waiver clauses (drafted in Appendix A), and every executed agreement adds a unit of documented practice to the record of international character on which a later application to achieve such status rests. Second, the realistic trigger for a host-state application is the first federation agreement with a national fund, which supplies the state-association limb every precedent seems to have required. One tier lies beyond this path for any private institution today: constitution by treaty, in which states establish the entity by international agreement, so that its legal personality arises in international law and no single legislature, the host included, can alter its charter. The Bank for International Settlements (BIS) has held that status since 1930. Reaching it would take a treaty among federated states, which the accession clauses in national fund legislation could quietly prepare for. Until then, redundancy and dispersion across jurisdictions carry the burden that the treaty carries for the BIS.

B.4. Part B Summary

Recommendations

Part B of this paper recommends seven positions:

1. the charter form and seat;
2. no founder rights;
3. established arbitration at formation;
4. the custody-not-entitlement rule;
5. the constitutional and operational division with its adaptation rule, under which any mechanism is revisable to the nearest viable alternative and the purpose never is; and
6. one Enforcer for the system, so that wherever local law requires an entity to have its own enforcer, guardian, or protector office, that office is held, or its holder is appointed or removed, by the system-level Enforcer (Part C.5);
7. and a pre-committed system charge on vehicle income, senior to distributions, funding the charter entity and the enforcer, with its mechanics at Component 1.

Hypotheses

It adopts three working hypotheses:

1. the US structure and Delaware seat;
2. the constitutive-tier assessment closing B.3; and
3. the enforcement design of Part C.

Open questions

It leaves open, with counsel questions on file in the two memoranda (Appendices B and C):

1. the enforcer-office mechanics in each vehicle jurisdiction;
2. the state-by-state waivers of trust-law flexibility (perpetuity, reformation, decanting);
3. the US tax and securities treatment of the vehicle and its flows;
4. the verification of the Host State Act's conditions against the statutory text;
5. the Swiss tax status of the charter foundation itself; and
6. the tax consequences of where each contribution lands, to be encoded as allocation weights in the Standard.

PART C
THE INDIVIDUAL ENTITLEMENT AND ITS ENFORCEMENT

The distribution mechanics themselves, the formula's content, the payment cadence, and the payout engineering, are beyond this paper's scope. This paper takes from them only the premises its legal design consumes: distributions are declared per formula, operators pay from small local floats, and nothing accrues before verification. Part C records the working hypothesis for the question the adjacent literature leaves open: what, in law, does each human hold, and against whom can it be enforced? The Windfall Clause report (O'Keefe, Flynn, Cihon, Leung, Garfinkel and Dafoe, Centre for the Governance of AI, 2020, app. II(B)) sketches a trust with all living people as equal beneficiaries and expressly defers both whether such a trust could qualify as charitable and how a trust for so many people could be created and administered. Ackerman and Alstott's stakeholder scheme inherits enforcement from the administrative state. Polcz and Bearer-Friend vest stewardship in a public fund under national law. None answers the question for a private, global architecture. This Part attempts to do so.

C.1. The form of the entitlement

For entitlements, three candidate forms exist: a vested property stake in the corpus, a mere interest as object of a charitable purpose or an intermediate form. Our charter constraints (equal, personal, inalienable, non-heritable; corpus inalienable) filter the first two out.

A vested stake stripped of transfer, inheritance, and realisation is not functioning property, and the incidents that would survive are the harmful ones: devolution into estates and re-concentration within a generation, plausible characterisation of eight billion unit-like interests as securities, and beneficiary information and accounting rights that do not scale. A further strike against the vested form is doctrinal. In common-law trust law, beneficiaries who are all adult, competent, and together absolutely entitled can unite to end the trust and take the property (the rule in Saunders v Vautier [1841] EWHC J82, (1841) 4 Beav 115), so a class-wide vested stake is the one candidate form under which humanity dissolving the fund and dividing the corpus is even a question. The comfortable answer, that a class including everyone not yet born can never assemble, is weaker than it looks, and the design does not rest on it: the law supplies consent where

nature withholds it, since courts can approve arrangements on behalf of minors and the unborn under variation-of-trusts machinery and consent-modification statutes of the Delaware type work with virtual representation of those interests. Also, a beneficiary class potentially enumerated on a verification ledger is, if anything, unusually capable of organising. A vested design could exclude these routes by instrument, but then little would remain of the property right that was the reason for choosing that form.

The second form fails in the opposite direction: it gives each person too little rather than too much. If humans are merely the objects of a charitable-style purpose (the people the purpose is for, as the general public is for a charity), then no individual holds any right at all: a person benefits if the purpose is performed but cannot demand that it be performed, and enforcement belongs exclusively to a supervising office. Every person would then hold an equal hope rather than an equal right, and the entire enforcement of the system would hang on a single office, a concentration the design refuses everywhere else.

The working hypothesis is the intermediate form: an equal, personal right to receive formula distributions, arising at birth, extinguishing at death, inalienable and unpledgeable, enforceable against the system, with no interest in the corpus. Working analogues exist in each relevant legal family: the waqf beneficiary's entitlement to distributions without corpus claim; foundation-law beneficiary rights defined and made enforceable by the statutes; mutual and cooperative membership rights (distribution rights without a tradable share, extinguishing at death); and statutory dividend schemes. The intermediate form also answers the intergenerational question immediately: because the entitlement arises with each life and extinguishes with it, each generation enters equally and nothing survives to concentrate, which is the working answer to how a universal entitlement avoids becoming a perpetual oligarchy of original recipients. And the intermediate form closes the dissolution question raised against the vested stake: no one is absolutely entitled, the corpus sits in purpose vehicles that have no beneficiaries for the rule to unite, and the statutory consent routes that remain are excluded by the drafting checklist recorded at Appendix B, section 3.

C.2. The controlling design lesson

The controlling lesson comes from a United States Supreme Court decision, Flemming v. Nestor, 363 U.S. 603 (1960). A man who had paid social security taxes for nineteen years lost his benefits under a later amendment. The Supreme Court held he had no accrued property right, because the statute had reserved Congress's power to alter, amend, or repeal, and expectations under an amendable source cannot harden into rights. Later cases soften only one side of this: once rules exist, a person is entitled to fair procedure before benefits are denied under them. But that protects how the rules are applied to an individual, not the rules themselves, and the legislature remains free to change or abolish them for everyone. Alaska supplies the empirical confirmation from the opposite direction, and against the most natural objection. The objection, made in the stakeholder literature (Ackerman and Alstott, The Stakeholder Society, 1999), is that universality itself protects an entitlement politically: give everyone the dividend and everyone defends it. Alaska ran the experiment: the Permanent Fund's constitutionally entrenched principal has held for five decades, while the merely statutory dividend formula, despite thirty-four years of universal payment and the constituency it built, was overridden from 2016 through the state's ordinary annual budget process, the legislature appropriating a smaller dividend and the governor vetoing part of the transfer, as if the formula did not exist, a result the Alaska Supreme Court confirmed (Wielechowski v. State, 2017). Political entrenchment through universality failed at the layer where only legal entrenchment holds. The design conclusion: the entitlement rule sits in the unamendable constitutional layer, and the individual holds a remedy to enforce the rule as written; the charter plays the role the statute played in those cases, the instrument that creates the entitlement, with one difference that is the whole point: it holds no power to amend or repeal what it enacts, the very power whose reservation defeated the claimants in Flemming and in Alaska.

Three corollaries follow from this. The first is that vesting and payability are separated: the entitlement is universal at birth, payment is conditional on verification, so the unverified hold the entitlement and the right to be verified, not yet claims. In legal terms this is all that staggered rollout means: what is staggered is never the entitlement, only the moment payment becomes claimable, which is why poverty-first sequencing is consistent with equality. The second corollary concerns death: at death the future

stream extinguishes, but declared and unpaid amounts are debts to the estate. A hard case follows from staggered rollout, and it is stated rather than hidden: where rollout has not yet reached a population, people will die never having been verified and never having been paid. The rule proposed here to be adopted is practical: claims start with verification. Nothing accrues to anyone before verification and no arrears arise upon it, with one exception recorded at C.4: where a refusal of verification is adjudged wrongful, entitlement runs from the date verification should have issued. On death before verification the entitlement lapses entirely, with nothing passing to the estate. Any scheme of pre-verification accrual would build contingent liabilities, which are hard to administer, and invite unverifiable posthumous claims in the places where records are weak. The equality answer is systemic instead: the shares of those the rollout never reached flow to the living beneficiary pool rather than to any treasury. Whether a bounded regional escrow for late-rollout populations should soften the rule is an open question for the formula work (Part G). The third corollary is that the entitlement itself cannot be signed away or taken: it cannot be sold, assigned, or pledged, and no creditor can seize it, which is the same protection social security benefits usually carry, so no one can be pressured, indebted, or defrauded out of their future stream. Importantly, funds already paid out belong to the recipient absolutely. This paper also proposes to reject pledgeability, i.e. borrowing against the entitlement, contemplated in the tax literature as a liquidity feature, for the same reason: it would reopen creditor reach and re-concentration through the back door.

C.3. One right, one source, one forum

The entitlement cannot be built as a local-law beneficial interest in each asset-holding vehicle, because beneficiary rights differ radically across vehicle jurisdictions. For example, a non-charitable purpose trust has no beneficiaries at all, only an enforcer; charitable enforcement belongs to attorneys general, with individuals excluded absent narrow exceptions. Waqf beneficiary enforcement varies by school and codification. Foundation-law rights are whatever the statutes grant. Mapping beneficiaries to tranches would therefore make the content of a person's right turn on the geography of custody, violating equality by accident of custody and contradicting the rule that the class is global and undivided. The right is instead defined once, at the charter layer, and enforced

through the designated arbitral forum by a covenant web: every entity, on accession to the inter-entity framework, submits to the forum and covenants performance of its role for the benefit of the class.

But the single definition should also be mirrored into each entity's own constitution: on accession, the vehicle's deed and the operator's charter copy the charter's entitlement clause, word for word, into the instrument's own purpose clause, the same transposition that carries the A-clauses (B.2). The clause itself is still to be drafted: the Phase One Instruments defer it until the intermediate form is promoted from working hypothesis into charter text (Appendix A, drafting note). Once it exists, the copies are kept identical to it, and the charter's version controls if they ever diverge.

The transposition carries a partition between where the right binds and where it is claimed, the same partition that clause A.1 drafts for the foundation itself: the local instrument binds the entity's own organs to the entitlement, while any individual claim continues to arise only under the Charter Framework, so the mirror creates no local beneficial interest, the purpose-trust form having none to give and Appendix C, section 6 rejecting direct claims in any event. Where a local regime nonetheless attaches its own enforcement to a stated class, as some waqf schools do, that adds a channel of enforcement without changing the right's content, and the questions to local counsel should test this family by family. What the mirror adds is survivability: the entitlement is written into each entity's own law, held there by the entity-level enforcer office (C.5), so a vehicle bound to the class does not become unbound by anything that happens to the covenant web.

Privity, the obvious objection (eight billion non-signatories cannot invoke an arbitration agreement), could be solved by making verified registration double as accession: each enrolled person becomes party to the entitlement terms and gains direct arbitral standing, while the unregistered remainder is represented by the system enforcer, the independent protective office of the architecture, described at C.5. Whether standing at this scale is feasible is answered at C.4: universal standing does not mean universal litigation.

One limit comes from mandatory law, the rules parties cannot contract out of: many jurisdictions restrict arbitration agreements that consumers accept in advance of any dispute, and registration-based accession is the kind of take-it-or-leave-it term those

rules test. This paper proposes the following, in three parts: the covenant binds the entities unconditionally while the beneficiary's submission operates at their election when they bring a claim, so no beneficiary is compelled into arbitration in advance, which is what those rules forbid. Moreover, the tier-one programme is designed to exceed the protective standards the rules serve (costless to the claimant, documents-only, no mandatory right waived). Additionally, where a jurisdiction's rule nonetheless bars an individual's arbitral route, the enforcer's representative standing carries the claim. The election model is the default, not the end state. Because an elective court route could, in an operator-failure scenario, push mass micro-claims onto a jurisdiction's own courts, the design seeks jurisdiction-level recognition wherever it engages a state: a carve-out or approval channelling the Fund beneficiary claims into the tier-one programme notwithstanding consumer-arbitration restrictions, obtained through the accession and federation instruments, or through certification of the programme under existing consumer redress frameworks where those exist. The request is realistic because it serves the state's own courts: the programme is faster, costless to the claimant, and often more protective than litigation, and the alternative is the courts absorbing the claims. Where recognition is granted, the arbitral route is exclusive and where it is not, the election model applies. Where the court route stays open, local rulings on the entitlement will sometimes differ , but the divergence is bounded, because one governing law defines the content everywhere, the formula leaves little to interpret, and a judgment reaches only the local operator's float, never the corpus (persistent divergence is a matter for the revision process, Part F).

In sum: local law holds the assets and, through the mirror, binds each entity's organs to the entitlement. Here, the Charter Framework alone creates the right. Enforcer-only standing at the vehicle layer protects equality rather than limiting it, because with no individual standing in the vehicle's local courts, no population should be able to use its home court to develop a local version of the right against the corpus, and what a person holds therefore should not vary with where the assets sit.

C.4. The claim and enforcement waterfall

The waterfall in one view, before the detail:

Figure 2. The claim and enforcement waterfall



Tier One

At tier one, a verified beneficiary claims against the distribution operator obliged to pay them, for failure to pay a declared distribution per formula. The source of the right is the charter framework and the operator's accreditation covenant, the merits lie exclusively in the designated forum, and execution runs against the operator's distribution float under the New York Convention, small by design, because operators hold floats, not corpus.

Tier one carries a second claim of the same shape: wrongful refusal or non-processing of verification, brought against the operator responsible for registration in the claimant's region, on the claimant's application record, since the claimant by definition sits outside the registry. The merits lie in the same forum and run against the same criteria the operator was bound to apply (Part E), so the programme's automated first step decides most such claims. The remedy is an order to verify, and, the suggestion is that where the refusal is adjudged wrongful, entitlement runs from the date verification should have been issued. This would be an exception to the no-arrears rule of C.2, bounded to the one claimant and paid from the operator's float like any tier-one award. Tier one carries a third claim: misuse of a person's data in breach of the data rules of E.3, brought by the affected individual against the entity that misused it, on the accreditation or federation covenant that carries those rules. Such a claim is not machine-checkable, so it is decided in the enforcer-reviewed residue rather than at the automated step; the remedies are cessation and correction, with any monetary award executing against the operator's float, adjudged misuse feeding the audit and termination consequences the covenants provide, and the enforcer able to carry common instances in batches through its parallel standing. Two design facts should make this tier feasible at population scale.

First, claims lie only for failure to pay a declared distribution, for wrongful refusal of verification, or for misuse of data under the rules of E.3. The number of claims therefore follows the number of operator failures, not the number of beneficiaries: a class of billions generates no claims while operators perform. In a functioning system the tier should be nearly silent, and where an operator fails systemically, the escalating programme of Component 5 should let the enforcer (C.5) carry the common claims in batches through its parallel standing, so ideally individuals need not litigate one by one. Second, the forum is the negotiated fixed-fee programme of Component 5, free for claimants. The proposed screens against abusive filing are structural: 1. summary machine-checking against declaration and registry at the programme's automated first step, which also absorbs any manufactured flood at low marginal cost, 2. rate limits, per verified identity for payment claims and per application decision for refusal claims, 3. and, on adjudged abuse, suspension of the identity's access to the programme for a set period, the underlying entitlement untouched, so the anti-assignment shield stays firm. This paper sets out the most obvious abuse strategies at the end of this subsection.

Tier Two

At tier two, the affected distribution operators, meaning those whose funding under the framework's allocation rules was not delivered and who therefore cannot pay declared distributions, together with the system enforcer (C.5) in parallel or on their default, claim against the vehicles responsible under the framework's allocation rules for breach of their funding covenant. The merits are heard in the same designated arbitral forum as every other claim in the system, and an award is collected from the responsible vehicle's assets, in the country where they are held. Collection at this tier therefore depends on place in a way nothing else in the system does: recovery turns on that country honouring the award (tier one executes only against a small local float, and tier three seeks orders rather than money). That dependence is borne by the operators and the enforcer as repeat players: standing institutions that carry this kind of claim whenever it arises anywhere in the system, with retained counsel, experience that accumulates from case to case, and budgets that outlast any single proceeding, where an individual would face such litigation once and alone. The dependence would also be absorbed operationally: the framework's allocation rules redirect the operator's funding to other tranches while the obstructed vehicle is pursued, so no individual's payment depends on enforcement succeeding in any single jurisdiction. The redirect itself invites a gaming strategy; it is answered at the end of this subsection.

Tier Three

At tier three, the system enforcer (C.5) alone claims against the charter entity or any organ for mission alignment. Relief would be declaratory and injunctive only, since the charter entity is not envisaged to move funds, and the supervisory authority at the charter seat is a parallel, non-exclusive channel.

Vehicle misconduct beyond funding needs its own answer, stated rather than implied. A vehicle can go wrong in ways that are neither a funding breach nor charter-entity drift: imprudent or unauthorised dealing with its tranche, an asserted entitlement where custody confers none, refusal of the Standard's audits, or an attempt to reform its own instrument. Two protective channels exist. The first is local. In each vehicle jurisdiction, the entity-level enforcer, guardian, or protector office that local law makes a validity condition should either be held or, where this is not possible, be appointed by the system enforcer (C.5), so corpus-preservation claims against trustees run through

the trust law of the situs, with its remedies of injunction and removal, in the one place where such orders bite directly on the assets. The second is systemic. Every entity's accession covenant promises performance of its role, so the same misconduct would be a covenant breach triable in the designated forum, with the enforcer as claimant and any directly injured entity in parallel, which supplies uniform merits where a local office is obstructed or the misconduct spans entities. Neither channel is drawn in Figure 2, which maps the funds claims.

Two rules and one aim complete the structure. The rules: no individual beneficiary claim lies against any asset-holding vehicle, and no claimant in any tier acquires any interest in corpus. Both are written into the instruments themselves. The aim, an aim rather than a rule because mandatory consumer law qualifies it (C.3): that no claim arising under the framework be decided by any national court. The arbitration agreements in the covenant web oblige courts, under the New York Convention, to refer such claims to arbitration, and national courts act only in the supporting roles arbitration law gives them (interim measures, assistance with evidence, and review at the seat) and at the recognition and enforcement of awards. One distinction runs through the tiers: the deciding of claims is uniform, every claim at every tier going to the same forum under the same rules whatever the parties' locations (the forum's arbitral seat is a fixed feature of the system, chosen once at designation, not a variable of any claim). The collecting of funds depends on place only at tier two, where the assets to be reached sit in particular countries. The intuitive alternative, a backstop claim for individuals against the asset holders when the operator route fails, was considered in both its forms (a conditional direct claim on the funding covenant, and a derivative claim in the operator's shoes) and rejected on the following grounds: with arbitration clauses at every layer, such claims are uniform at the merits but unequal at execution, since recovery would vary with the tranche host (equality in right, inequality in recovery); a mass individual claim channel against corpus-holding entities is an attack and nuisance surface, including for funded or collusive claims aimed at reaching corpus. Moreover, individual enforcement would cut across the allocation rules that determine which tranche funds which operator. This paper proposes that the individual's protection against vehicle failure should be architectural (diversification and continuity), not remedial.

Finally, some of the gaming strategies the design invites are mentioned here with proposed solutions. The first is abusive filing at tier one, and it comes in three forms: campaigns mounted through rented or coerced verified identities, the puppeteering Berman, Ohlhaver, and Nikulin document (2024; discussed at E.4); filing through manufactured identities that slipped past verification; and fake applications flooding the refusal channel. The three forms are not equally dangerous, and the difference lies in what each can actually extract. Claims are machine-checked against registry and ledger and pay only what those records show, so the programme itself adds no route to funds beyond the verification perimeter: a claim filed through a rented or coerced identity can recover only what that person was owed in any case, so the fund loses nothing, whatever the abuser may then take from the person whose identity it is, and a fabricated non-payment claim dies against the ledger. Where the records themselves have been poisoned, by a manufactured identity inside the registry, or a fake application good enough to satisfy the criteria, the extraction is a verification failure, committed at Part E's gate. The forum can at most enforce the gate's error. To prevent even that, a refusal claim that rests on suspected fraud is not decided at the automated step: it goes to the enforcer-reviewed residue, where evidence of fraud is heard. Adjudged fraud ends in revocation under Part E, and the stream ends with it. The rest is cost and nuisance, and the answer is to pause the instrument of the abuse: adjudged abuse suspends that identity's right to bring claims for a set period. The person's distributions continue unchanged throughout, and a genuine non-payment during the suspension is still corrected through the operator's duty of correction and the enforcer's batch claims, so no one should be able to be cut off from funds or from protection. What stops is only the filing itself, which is all the abuser was using the identity for (E.4). The refusal channel, which has no verified identity behind its claims, is screened differently: a claim that does not match the application's own record is dismissed automatically, each application decision supports one claim only, and where abuse is adjudged, the documents and credentials that application used are barred from re-application for a set period. The second strategy is the redirect. An automatic reroute could be exploited: a host could induce obstruction of its own tranche so that the healthy tranches bear the outflow while assets within its reach sit preserved, and repeated across coordinated hosts this would ratchet the corpus toward the obstructing jurisdictions. Four proposed rules should defeat it. Redirected amounts are advances, recorded as a debt of the obstructed tranche and recovered

from it, the claim passing to the tranches that advanced, so obstruction never enriches the obstructed side. Redirects should draw on income and floats only, within per-period caps shared pro rata among the healthy tranches, and should never force corpus sales. It is proposed that funding is redirected only after the designated forum has found, on the evidence, that the vehicle is obstructed; no party's assertion should be able to start a redirect. If a host creates real obstruction so that funding is redirected, the first two rules still apply: the redirected amounts are recorded as the obstructed tranche's debt, and the caps limit the outflow. And allocation of future inflows could tilt away from hosts with an obstruction record, so obstruction shrinks a jurisdiction's long-run share rather than growing it. These parameters should live in the allocation rules under the Governance and Custody Standard.

C.5. The enforcer

Enforcement is one system-level office, constituted as a collegial body, which holds each entity-level enforcer, guardian, or protector office that local law requires, or, where it cannot hold the office itself, appoints and removes its holder and aligns the office by incorporating the charter framework into the office's own constitutive terms. How far local law permits this is itself a live question: some laws require such an office holder to exercise independent judgment, and a covenant purporting to direct a fiduciary can be invalid as a fetter on that judgment. Where that is so, the design relies on the harder levers, appointment, removal, and incorporated duties, and claims no power of command. One office keeps duties uniform, prevents isolated capture of a single tranche's protection, and centralises succession. The forum may appoint an interim enforcer on any person's application, so removal of an office holder never extinguishes enforcement. As to what the office concretely is: the working design is a small standing college of natural persons, senior arbitration and trust practitioners and former judges being the natural pool, supported by staff but holding office personally, appointed first in the charter and thereafter under its rules, with the dual-appointment pattern of the New Zealand settlements (two constituencies each naming part of the guardian body, there the Crown and iwi, the Maori tribal nations, here the charter side and federation partners; D.7) available once federation partners exist. It is deliberately none of the familiar figures: not a trustee, since it holds no assets; not a corporate protector or professional service firm, since a company can be bought; and not a supervisory council

of the foundation, since that public seat is filled by the Swiss authority. The enforcer should be the architecture's own private guardian. Its composition mechanics are among the counsel questions (Appendix C). One awkwardness at tier three is addressed here. The claim there runs from the enforcer, as claimant, against the Foundation, whereby the enforcer is also an organ of the same Foundation. And an institution can usually starve or replace an officer who turns on it. Two proposed protections take this into account The enforcer's funding, appointment, and succession are insulated, secured in terms the supervised organs cannot touch (clause A.5), so the council can neither defund the office nor replace its members to stop a claim. And if the enforcer were nonetheless captured or silenced, the Swiss supervisory authority stands outside the institution with its own power to intervene. This is why the design has two guardians rather than one. Misconduct of the enforcer itself is policed from outside tier three: by the supervisory authority, and by the forum's power to appoint an interim enforcer on any person's application. The device has a named antecedent: the Windfall Clause report adopts Manne's contract-plaintiffs proposal (O'Keefe et al. 2020, citing Manne), a charter-mandated third party with the right to monitor and sue charity managers, on the diagnosis that attorneys general alone hold standing over charities and have poor incentives to use it. The enforcer generalises that device to the whole architecture.

PART D
NORMATIVE BASES OF REDISTRIBUTION

Six bases may ground the claim that every human is entitled to a share of AI-derived wealth, and a seventh line of authority answers how such a class could be represented at all. The six are not offered as exhaustive: other groundings may exist or emerge, and a full review of the relevant literature is beyond this paper, which cites the works that shaped the analysis rather than the field. The bases are complementary, not competing, and the architecture does not stand or fall with any one of them. Their function is to support the institution's legitimacy, they are unlikely capable to serve as causes of action. Read together, they support a cumulative formulation: the institutional order governing AI should reserve an equitable share of AI-derived gains for universal human benefit, and this architecture is an instrument built to hold that share.

D.1. Partial performance of the national settlement

The premise of every national scheme in Part A is that AI-derived wealth is owed to the public that made it possible. The practice of those schemes defines that public nationally. Yet, the inputs are clearly global. The normative claim of this paper is that the national funds are partial performance of an obligation owed to the global public that supplied the inputs. This claim strengthens with each new national scheme, because each further entrenches the premise while further narrowing the beneficiary class. A.2 records the shape of the argument: the scholarship underpinning the Sanders bill, the most expansive of the three American tracks, describes the wrong as a societal-level theft and promises compensation for the entirety of the public whose creations fed the algorithms, while the instrument it designs compensates one nation's public, a gap that scholarship passes over rather than answers. The same scholarship acknowledges that, given its companies' dominance, the United States has *"a particularly important role to play"* in addressing AI's challenges (Polcz and Bearer-Friend at 40). This role naturally reaches beyond the role-holder's own citizens, and the draft matching and accession instruments of Part F to this paper offer it a form. This basis did not exist two years ago. It is the strategic gift of the national moment.

D.2. Unjust enrichment and the intellectual property complex

A caveat opens this basis: unjust enrichment and intellectual property claims are creatures of national law, their doctrines vary and overlap differently from jurisdiction to jurisdiction, and no attempt is made here to work through jurisdictional specifics. The discussion states the shape of the basis and the collective-form question, and leaves the detailed comparative law to later work.

The doctrinal frame is restitution: where a defendant is enriched through the unauthorised use of another's assets, the law strips the gain, measured by the defendant's benefit rather than the claimant's provable loss. In the standard common law framework the claim has four elements: 1. an enrichment of the defendant, 2. at the claimant's expense, 3. an unjust factor, such as the absence of consent or of any legal basis, and 4. the absence of a defence. The doctrine and the dispute each carry a developed literature: on restitution, in the US the Restatement (Third) of Restitution and Unjust Enrichment (2011) anchors the modern doctrine; on the training-use question, the leading defence of training as fair use (Lemley and Casey, Fair Learning, 99 Tex. L. Rev. 743 (2021)), the early identification of the fair-use crisis (Sobel, Artificial Intelligence's Fair Use Crisis, 41 Colum. J.L. & Arts 45 (2017)), and the accessible synthesis of the copyright questions (Samuelson, Generative AI meets copyright, Science, 2023) frame the field the litigation is now testing. Restitution fits the training-data wrong precisely, because the loss side is diffuse and unprovable per person while the gain side is concentrated and visible in market capitalisation. The scholarly foundations are rising: unjust enrichment analysis applied to the platform economy and its algorithms (Gordon-Tapiero and Kaplan, Unjust Enrichment by Algorithm, 92 Geo. Wash. L. Rev. 305 (2024)), the theory of humanity's accumulated knowledge as a collective and cumulative cognitive inheritance in which all are entitled to share (Escajeda, Technology Justice, 56 Loy. L.A. L. Rev. 1073 (2023)), the analysis of workers' data as captured capital exploited without compensation (Ajunwa, AI and Captured Capital, 134 Yale L.J. Forum 372 (2025)) and the data-as-labour literature (Arrieta-Ibarra, Goff, Jimenez-Hernandez, Lanier, and Weyl, Should We Treat Data as Labor?, 108 AEA Papers and Proceedings 38 (2018); Lanier and Weyl, A Blueprint for a Better Digital Society, Harvard Business Review, 2018; Posner and Weyl, Radical Markets, 2018). Direct scholarly treatments of restitution to AI have now also been published: Kaplan and Gordon-Tapiero extend their analysis to

training itself (Generative AI Training as Unjust Enrichment, 86 Ohio St. L.J., forthcoming 2025), and Li and Lee work the elements, defences, and remedies for unauthorised training data across the common law world (Unjust Enrichment as a Remedy for AI's Unauthorised Use of Protected Data, 55 Common Law World Review 65 (2026)). Li and Lee's survey also maps the national variance that the caveat opening this section named: in the United States, courts have often held unjust enrichment claims pre-empted by the Copyright Act where they duplicate infringement and a standalone restitution claim pleaded without any copyright count is only now being tested (Millette v. OpenAI). Commonwealth authority, by contrast, treats unjust enrichment as an independent and residual claim, and English law knows no such pre-emption. For a multi-jurisdictional architecture, this variance is a map as much as an obstacle: the restitution basis runs strongest precisely where the Fund is not confined to the American forum. The frame also carries a settlement-friendly property the copyright infringement cases lack: a developer can restore gains without any finding of wrongdoing, which eases the standoff between compensation and innovation that the litigation has produced. A second escape from the pre-emption wall reframes the wrong as a property tort: the trespass-to-chattels revival treats a website as an integrated digital chattel, severable from the copyrighted content it displays, whose owner's right to exclude is violated when scraping bots bypass access controls and divert the traffic that sustains the site's value, taking the claim outside copyright's pre-emption altogether (Atkinson, In the Mood to Exclude, working paper, 2026). The empirical core of that argument is a measured collapse of reciprocity: on infrastructure-provider data through 2025, AI systems crawl on the order of hundreds to tens of thousands of pages for every human visitor they refer back to a site, against low single digits for traditional search crawlers, so the old bargain in which sites welcomed crawling because it delivered readers has inverted into extraction without return. Like restitution, the tort compensates identifiable owners rather than grounding a universal entitlement, so it sits beside the universal bases and widens the litigation stream whose class settlements the cy-pres channel below could potentially carry to the class.

And the framings converge where the design uses them. The property argument and the commons arguments below (D.3) pull in different philosophical directions, exclusion against sharing, but both support the same predicate: value moved from the many to the developers without consent or compensation. The draft capture instruments (the contribution and commitment agreements of Part F, under which companies transfer assets

to the fund) bind by signature and need no doctrine proven. What the normative bases give them is the reason to sign and the language of the recitals, a contribution characterised as restitution and partial performance rather than as gift. For that purpose, either framing suffices, because each independently supports the predicate the recitals state.

The litigation route is different: there the restitution claim must be proven, not merely recited, and the decisive question for the Fund is whether it can take collective form. Here the precedents have moved. First, an American court has now approved an equity remedy for a mass data wrong: the Clearview settlement (approved March 2025) granted the injured class a 23 percent ownership stake in the company, valued at around 51.75 million USD, precisely because the company lacked cash to compensate the class, with payment triggered by a public offering or liquidation. Equity to the wronged class where cash cannot pay is judicial validation, in miniature, of the Fund's proposed capture mechanism, and the same condition holds across the whole field: AI value sits in equity long before it is distributable cash, so a remedy that waits for cash arrives late or never, which is why the capture instruments are proposed to take equity at funding rounds and distribute realised income later. The settlement's limits make the case for going global: the class covered one country, only those who registered, under one statute, while the scraping took from everyone everywhere. The Fund exists to close this gap between a global wrong and a local remedy, so the precedent's confinement is not a weakness of the analogy but the reason to generalise it.

Second, class-action doctrine already contains a device for converting individual claims into purpose funds where individual distribution is impracticable: cy-pres distribution of settlement funds to entities serving the class's interests. A design implication follows that is worth separate development: the Fund entities could be positioned as possible cy-pres recipients in AI privacy and copyright settlements, a near-term capture channel that simultaneously builds the recognition record (Part F). The device carries a developed literature and a live judicial discipline: the American Law Institute's aggregate-litigation principles treat class funds as presumptively the class's own and channel non-distributable residues to next-best recipients recommended by the parties (section 3.07). The Supreme Court agreed to review a privacy settlement in which the entire fund went to charities and nothing to the class members, and then resolved the case on standing without deciding the cy-pres question (Frank v. Gaos, 2019). Chief

Justice Roberts had earlier flagged fundamental concerns with the practice. Where the device survives, courts discipline it: the Ninth Circuit requires both that paying class members individually be infeasible and that the recipient's work have a sufficient nexus, a real connection, to the class's harm. A critical literature documents the abuse this discipline targets: settlements steered to institutions connected to class counsel (Redish and others). And a privacy-specific, comparative literature treats the device as lawful indirect relief under proper supervision (Kadri and Cofone, 2020). In plain terms: the nexus test asks whether settlement money given to a substitute recipient will actually serve the people who were harmed. An ordinary charity serves them only indirectly, by working on their issue. The Fund would serve them directly, because anyone harmed by mass AI data practices belongs, by definition, to the Fund's own beneficiary class, so money routed to the Fund becomes distributions to the very people the settlement was for. That is arguably the connection courts have been asking for.

Third, the collective-administration tradition (statutory licensing, private copying levies distributed through collecting societies, and current proposals for an AI levy feeding a remuneration fund: Senftleben; Pasquale and Sun) shows long-standing acceptance that uncompensated mass copying is answered by pooled funds rather than individual actions. Finally, the missing-authors problem, which Polcz and Bearer-Friend themselves identify and press (Sharing the Algorithm, Part II.B), converts a practical objection into the normative core. Most of what trained the models is the everyday output of what they call the digital public, who hold no registrations and can not be identified work by work, so attribution-based compensation fails at a grand scale. This is their argument for a public remedy paid in equity rather than through individual claims.

The restitution literature reaches the same structure from the gain side: the benefit a trained model derives from any particular dataset or owner cannot be traced or valued (Li and Lee). The two approaches therefore break at the same point: compensation by attribution cannot identify the contributors, and restitution person by person cannot trace the gain, one untraceability seen from the loss side and from the gain side, and both push recovery to the level of the class. That is also where the doctrinal pinch sits: the element hardest to establish person by person is that the enrichment came at the expense of a particular individual. The design answer should be to frame the claim at the expense of the class, the digital public whose aggregate output trained the models,

which is what the collective devices above propose to operationalise. But stated here with equal honesty: standing alone, restitution compensates identifiable claimants, and it cannot, without doctrinal expansion, ground an entitlement of every human, which is why it sits beside the universal bases rather than beneath them. Taken at the public's true extent, the same argument runs further: where contribution is pervasive and unattributable, a per-capita remedy is not approximate justice but the accurate remedy, i.e. human equality derived from the structure of the wrong itself. It remains open whether and where a collective claim is legally cognisable across jurisdictions, and how any Fund claim could interact with the individual litigation wave.

D.3. Common heritage of mankind and benefit-sharing practice

The common heritage of mankind doctrine (UNCLOS article 136 and its lineage) does not transfer cleanly, since AI profits arise within national jurisdiction, unlike seabed resources. The application to AI is contested but developable (Khong and Su, 14 UUM Journal of Legal Studies 113 (2023), whose argument runs to treating AI's foundational components as intellectual commons, not to any individual payment right). Three limits need to be acknowledged at the outset: the doctrine operates today only in defined treaty contexts and is no general rule for valuable technologies. Extending it to AI would take a new treaty or a development in customary international law, which is the question D.6 takes up. Moreover, the standing critique is that common-heritage treatment would blunt incentives and obscure the contributions of firms, researchers, and investors, which is why this paper takes from the doctrine only its fund-design practice rather than any property claim. What has changed is that the doctrine has acquired operating machinery: the benefit-sharing that the common heritage principle always demanded on paper now runs as fund-design practice, in the instruments that follow. The International Treaty on Plant Genetic Resources for Food and Agriculture (adopted under the UN's Food and Agriculture Organization in 2001, in force since 2004) runs a multilateral system in which users of the commons pay into a benefit-sharing fund distributed to a defined global class. The Nagoya Protocol structures access-and-benefit-sharing for genetic resources. The human genome was declared, symbolically, the heritage of humanity (UNESCO, 1997) and the Agreement on the conservation and sustainable use of marine Biodiversity of areas Beyond National Jurisdiction (the BBNJ Agreement, also called

the High Seas Treaty), in force only since 17 January 2026, establishes benefit-sharing, including monetary benefit-sharing, from marine genetic resources of the high seas, with its final ratifying states expressly invoking the common heritage of humankind. The standard instrument this practice has converged on (a multilateral fund fed by users of a commons and distributing to a global beneficiary class) is similar to the Fund. The analogy should be offered as design precedent and normative trajectory, not doctrinal transfer: the informational commons on which the models were trained is the knowledge-commons analogue of the resource commons these regimes govern. A companion frame reaches the same conclusion from economics: AI's inputs (accumulated knowledge, language, open code, public research) have the character of global public goods, and the commons-governance literature (Ostrom, Governing the Commons, 1990) supplies the design grammar for keeping shared inputs productive without enclosure. Where private value is built from a commons, appropriation conditioned on contribution back to the commons is the reciprocity the capture instruments implement. The point is concrete in the scholarly corpus: open-science outputs were given away under licences whose one retained condition, attribution, AI training systematically voids, so even the inputs most deliberately built as a commons are extracted on terms the commons never offered (Kochetkov, Who Owns the Knowledge?, preprint, 2025).

D.4. The right to share in scientific progress

One body of treaty law in force today speaks to the universal claim in terms, and it is international human rights law. The Universal Declaration provides that everyone has the right to share in scientific advancement and its benefits (article 27(1)), and the International Covenant on Economic, Social and Cultural Rights, ratified by more than 170 states, recognises the right of everyone to enjoy the benefits of scientific progress and its applications (article 15(1)(b)). The treaty body's General Comment No. 25 (2020) reads the right as requiring availability, accessibility, and quality of scientific benefit, with international cooperation and equitable access among its elements. The strengths and the limits are both plain, and both matter here. The right attaches to every person as such, which is the shape of the beneficiary class of the Common Inheritance, and no other in-force text connects universality to the benefits of technological progress by name. It does not, of itself, require cash dividends or ownership: a state may discharge it through access, services, and cooperation, and its obligations are subject to progressive

realisation, so it grounds legitimacy and interpretation rather than a remedy. Its yield for the design is accordingly this: an architecture that reserves an equitable share of AI-derived gains for everyone is what performing this right at global scale should look like, and the right supplies the most direct textual anchor any of the bases can claim; but not more.

D.5. Natural law and the common inheritance tradition

This is the oldest of the bases, and it is also the source of the remedy itself: the idea that every person is owed a dividend from a commonly inherited resource originates in this tradition. Locke's proviso held that taking things out of the common stock into private ownership is legitimate only if enough and as good is left for others. The enclosure of the accumulated informational commons by a handful of firms fails that condition on its face. Paine's Agrarian Justice (1797) drew the remedial conclusion two centuries early: those who benefit from the appropriation of a common inheritance owe every person a capital payment and a pension, *"not charity, but a right"*. The citizen-dividend tradition, through the land-value theorists to the Alaska dividend and the stakeholder literature, descends from it. The modern restatement is the argument for humanity's common ownership of original resources (Risse, On Global Justice) extended to the cumulative cognitive inheritance (Escajeda). The necessity strand of the tradition (extreme need overriding exclusive property) additionally grounds poverty-first sequencing as principle rather than mere pragmatism. The yield: the Fund dividend is restitution of an inheritance, not philanthropy, which is the tone the charter's purpose clause should aim for. The modern distributive-justice literatures converge on the same conclusion from separate premises: Rawlsian justice requires inequalities to work to the advantage of the least advantaged (Rawls, A Theory of Justice, 1971; Cohen, Rescuing Justice and Equality, 2008), and the capabilities tradition requires that every person be secured the substantive freedoms a decent life needs (Sen, Development as Freedom, 1999; Nussbaum, Creating Capabilities, 2011). What none of these theories determines is the institution, since each can be honoured by taxation, services, or funds. That indeterminacy is the space this paper's institutional work occupies.

D.6. Customary international law and deliberate emergence

This basis is customary international law in the strict sense: unwritten obligation arising from general state practice accepted as law, binding without any treaty. As a route to an obligation to share AI-derived wealth it is the weakest of the six standing alone: international law binds weakly at the best of times, and here the specific custom does not yet exist, and custom forms very slowly. (The treaty instruments of D.3 operate, but they bind only their parties, by their consent.) The partial-performance argument may give it what it lacks: a concrete practice base, since state and corporate practice establishing national funds is evidence of acceptance of the underlying obligation, and soft-law instruments (the UNESCO Recommendation on the Ethics of AI, adopted by 193 states with its commitments to shared benefit) supply the acceptance-as-law element, what lawyers call opinio juris, at the level of principle. The emergence strategy remains under research: a deliberate sequence of scholarship, model instruments, arbitral practice, and regulatory endorsement, on the path by which drafted instruments have gained force without any state ratifying them. The UNIDROIT Principles, a scholars' restatement of contract law that no state ratified, acquired their authority through arbitral application. Standard-setters' recommendations acquire theirs through regulatory endorsement. The first step of the sequence is time-sensitive, per Part G.

D.7. Representing the class: guardianship and legal personality precedents

Every basis above runs into the same structural question, which is also Part C's: how an unorganised class including the unborn can hold and enforce rights. A growing body of comparative practice now tries to provide some answers. New Zealand has three times vested natural features as legal persons with appointed guardians as their face: Te Urewera (2014), the Whanganui River (2017 - with two guardians appointed by Crown and iwi to act in the entity's name), and Taranaki Maunga (January 2025 - vested as the legal person Te Kahui Tupua and managed by a body composed half of iwi and half of Crown appointees, the land in effect owning itself). Victoria's Yarra River Act (2017) is the instructive contrast: a river declared a living entity with an advisory voice but no personality, showing that what does the legal work is the guardianship machinery, not

the declaration about what the river is. Colombia's Constitutional Court appointed guardians for the Atrato River (2016). Ecuador's constitution lets any person enforce the rights of nature. The intergenerational cases (Oposa in the Philippines, 1993; the German constitutional court's intertemporal-freedoms decision, 2021; the Welsh Future Generations Commissioner) establish representation of those not yet born as justiciable practice. The intellectual root is Stone's argument that interests incapable of self-representation are held through guardians, as the law has always done for wards and estates (Stone, Should Trees Have Standing?, 45 S. Cal. L. Rev. 450 (1972)).

The comparative scholarship is likewise developing: the leading account of the New Zealand settlements (Sanders, Beyond Human Ownership?, 2018); the river cases in comparison, including the Yarra contrast (O'Donnell and Talbot-Jones, Creating legal rights for rivers, Ecology and Society 23(1):7 (2018)); guardianship jurisprudence compared across New Zealand, Colombia, and India (Kauffman and Martin, 20 Vt. J. Envtl. L. 260 (2019)); the global survey of rights-of-nature practice (Boyd, The Rights of Nature, 2017); and, for representation of those not yet born, the foundational intergenerational-equity work (Brown Weiss, In Fairness to Future Generations, 1989).

Three possible yields follow for the Fund. The first is validation: the enforcer design (Part C.5) is this technique applied by charter rather than statute: the beneficiary class, including the unverified and the unborn, holds its rights through a defined office with standing, and legislatures and courts across legal families now operate such offices. The second is structure: the dual-appointment pattern of the New Zealand settlements (two constituencies jointly appointing the guardian) is a template for enforcer appointment legitimacy in the federation era, and the vesting of the protected thing in itself is the ownerless-charter pattern in its newest form. The third lesson is restraint. The Fund never needs to declare humanity a legal person, the way the river settlements declare rivers persons. The precedents just surveyed show that the protective machinery, guardians with standing and duties, can be created directly, without any corresponding declaration of status. That is what the charter does: it defines the class, humanity, every human, and institutes the enforcer and the entity-level offices for that class's benefit, while claiming no legal personality for it.

PART E
IDENTITY VERIFICATION AND DATA GOVERNANCE

Registration and payment require the system to know that its beneficiaries exist and are unique. Delivery runs through three tracks depending on context: a government-led track, where a national fund or state system delivers to its own population; a hybrid track, where delivery is shared; and a parallel track, where the fund operates directly because state systems are absent or unreliable. Four questions follow for the legal architecture: what privacy architecture governs the registry, who controls access to it, what enforceable protections exist, and how these differ across the three tracks. One design rule, proposed as this Part's central recommendation, governs all four answers: the system must be built so that a surveillance asset never comes into existence, rather than built around a valuable asset that is then heavily guarded.

E.1. The threat model

Let's start with what a conventional design would create. A central register of billions of identity records would be the largest surveillance asset ever assembled, and it would attract intelligence services and data-hungry actors, state or private, for as long as it existed. This is capture that defeats the purpose, in the sense of the stress tests in Part F. In weak-rule-of-law delivery contexts, the same register would function as a targeting list. Recipient lists have been used that way before, and the humanitarian record supplies documented precedents: the breach of ICRC servers in 2022, which exposed the personal data of more than 515,000 people in its family-reunification programme (ICRC, Cyber-attack on ICRC: What we know, January 2022), and the sharing of Rohingya biometric registration data with the state its holders had fled (Human Rights Watch, UN Shared Rohingya Data Without Informed Consent, 15 June 2021). A central register would also be a single point of legal compulsion, because whoever holds it can be subpoenaed, sanctioned, or coerced into bulk disclosure. The delivery systems conventionally described as tested carry this record. The leak and exclusion history of the large national identity schemes is a history of tested failures. The conclusion is not that the fund's register must be better guarded than these were. It is that the register, in the dangerous sense of the word, must not exist.

E.2. The design rule and the charter clause

The rule is short: verification proves that a claimant is a unique living natural person, and stores nothing else. Where verification relies on government identity credentials, the credential is checked at the point of contact, and only a cryptographic proof enters the system. The proof establishes that a real living person was present, and that this person has not registered before. Uniqueness is established by what cryptographers call a nullifier: a one-way tag derived from the credential, which comes out identical if the same person attempts to register twice, and which reveals nothing about who the person is. The system therefore holds cryptographic commitments and accession records, and never a name, a number, a document, or a biometric. The legal consequence deserves plain statement, because it is the strongest protection any legal system can offer: impossibility. Data that is never collected cannot leak, cannot be seized, and cannot be compelled, because there is nothing to hand over. A court order against the fund for its beneficiaries' identities would be an order to produce what does not exist. Every other safeguard in this Part is defence in depth behind that fact.

This rule should be recorded as a short charter clause (Appendix A, clause A.9): verification without retention, verification conferring stewardship of proofs only, and all mechanics reserved to the Governance and Custody Standard. The recommendation of this paper is that this clause join the entrenched provisions listed in clause A.3. The no-retention rule is as load-bearing as the inalienability of the corpus: an organ that could soften it by ordinary amendment could build, in time, the very asset this Part exists to prevent. The division is the same one the design uses everywhere: how the rule is implemented, the proofs, protocols, and procedures reserved to the Standard, stays revisable through the guarded process. That there is no retention, the rule itself, should be beyond amendment.

E.3. The registry, access to it, the protections, and the tracks

The privacy architecture is proposed to be minimal because there should be little to govern. It is proposed that the registry records that verified unique persons have acceded, and nothing more. Identity attributes should remain with the person and with the authority that issued the credential. Out of necessity it is proposed that there is one accession

registry for the whole system: one identity per person is a global property, a duplicate must be detectable across regions and rails, so the nullifiers that enforce uniqueness are checked against a single logical record, maintained on the rails of Component 4 and queried, never held, by operators. That single record is not the central register E.1 forbids, because it registers accessions rather than persons: it can say that someone unique acceded, and it cannot say who anyone is.

Access control follows the same logic. A distribution operator receives a verification result, a yes or a no against the accession registry, and not any underlying data: no document or biometric should exist anywhere in the system. What is kept, under seal, should be the record of the proofs themselves, the commitments and attestations each verification relied on, the stewardship of proofs that E.2 names. In the rare case where a registration must be examined at all, meaning its sealed proof record opened, in a fraud adjudication for instance, no official and no entity should be able to simply look a person up. Examination should ideally take the forum's authorisation, the enforcer's participation, and several independent key holders acting together, the geographically distributed signers required by B.2's governance-security rules, each holding one share of the keys that seal the registry, so no one anywhere can produce a person's record alone, whatever pressure is applied. Access then, when it happens, is a recorded judicial event, not a capability anyone owns. This process should be designed so it does not throttle the system's dispute resolution processes. The proposal is that routine claims run on the committed proofs and so do not reach examination. Suspected fraud should normally be met by ordering the person to re-verify. And where examination is needed, it should happen inside a fraud case the enforcer is already running: the tribunal in that case is expected to issue one order listing the specific registrations under investigation, and the key holders then unseal each listed registration by contributing their key shares to it, an act each performs by signature from wherever they sit, with no meeting required, so judicial work is expected to grow with the number of investigations, not the number of records. Even fraud at scale should not need a bulk opening: re-verification is ordered at scale, payments pause where it fails or is refused, revocation is adjudged on those failures, and the exploited mechanism is hardened through the revision process. But the capacity to open registrations in bulk is the one capacity the system must not acquire, because a tool that could unmask a million people for fraud could unmask them for anything. This paper's proposal is that the enforceable protections run in four

layers. The first is the impossibility just described. The second is the charter rule that extends custody-confers-no-entitlement to data: verification confers stewardship of proofs, and no entity should acquire a right to use or exploit information about persons. The third is contractual: every accreditation and federation agreement is proposed to covenant the same rules, with audit rights and termination, including the rule that federated verification systems exchange verification results and not underlying data. The fourth is standing: misuse of data must be actionable by the enforcer, and by affected individuals as tier-one claims in the designated forum (C.4). The three tracks then differ less than they first seem to. On the government-led track, a national fund verifies its own population against its own identity system, under its own law, and only proofs cross into the system. The Fund neither receives nor mirrors any national database. That design proposal does double work: it is the privacy protection on this track, and it removes the sovereignty objection to federation, because no state should be asked to export its identity data, and none is. On the hybrid track, the same rule applies, with a shared audit of the verification process. On the parallel track, where state systems are absent or dysfunctional, self-sovereign identity is primary and minimisation is strictest, because there the risk that a register becomes a targeting list is highest, and the local state may itself be the threat.

E.4. Self-sovereign identity and its trade-off

This paper assesses a blockchain-based self-sovereign identity rail as critical rather than optional. It is the only rail that functions where state systems are absent, dysfunctional, or weaponised, which is precisely the parallel track, and it is the continuity fallback for every other track.

Two points of rigor belong here. First, existing systems are not endorsed uncritically. The leading biometric scheme solves duplicate registration by building a biometric collection apparatus, which raises the same custody and centralisation problems this Part is designed to avoid, and the scholarly critiques of Sybil-resistant identity (Ohlhaver, Nikulin, and Berman, Compressed to 0: The Silent Strings of Proof of Personhood; Siddarth and others, Who Watches the Watchmen?) are treated as design constraints rather than as objections to be argued away. The most instructive of these studies chronicles a proof-of-personhood network in which verifying humans succeeded while control failed: puppeteers renting verified participants' keys for a few dollars per cycle came to control

roughly forty percent of accounts and nearly half of the rewards, so that de jure sybil resistance concealed de facto capture, and the lesson carried into this design is that verification alone does not secure a distribution system. A peer-reviewed comparison of the live systems maps the design space across government-credential zero-knowledge proofs, biometric enrolment, social vouching, and synchronous liveness testing, and assesses each for operational autonomy, voice, accessibility, and legibility (Cossar, Blockchain and Sovereignty). The paper proposes that two of Cossar's paper's findings are design inputs here. Autonomy and accessibility pull against each other. Removing the intermediaries, which can be pressured, shifts the work of participation, keys, devices, proofs, onto users themselves, and it falls hardest on exactly the populations the parallel track exists to reach. Whether the design should answer this by admitting helpers at all is left open rather than resolved here. Cossar's warning is that reintroduced intermediaries recreate points of dependence through which outside actors can influence or constrain participation, and providers in practice store what passes through their systems, by tooling default, by local legal requirement, and by breach, which is what E.1's record shows. The choice therefore has an honest shape with no costless side: disallowing assistance raises the work of participation for exactly the populations the fund serves first, while allowing it reintroduces the dependence and the data. Whether enrolment assistance should be permitted, and on what conditions if it is, the tooling, the concrete implementation of no-retention, the accreditation requirements and their withdrawal, is recorded as an open question (Part G). The open question is confined to assistance, help with the person's own side of enrolment, and two features sit outside it. First, whatever is decided about helpers, someone must process applications, and that is the operator's administrative role: receiving them, checking them against the published criteria, submitting the resulting commitments to the registry, and standing as respondent to the refusal claim, the role the claims architecture of C.4 presupposes. That role handles commitments and results only, so the data concern that makes assistance a hard question does not arise in it. Second, payment from floats remains the operator's larger role (Part C). And accreditation can be withdrawn and reissued (B.2, Component 1), so a failing or pressured operator is replaceable rather than structural. And outputs on a blockchain count only where institutions beyond the blockchain recognise them, which is why the rails are bound into the covenant web like every other component rather than trusted to stand without them. Second, running the two verification rails together

(government credentials on the tracks E.3 describes, and the self-sovereign rail just described) carries a tension that cannot be engineered out. Preventing one person from registering once by passport and once by self-sovereign credential would require linking identities across the two rails, and linking identities across rails would recreate exactly the register that E.1 concludes must not exist. The proposal of this paper is to say this openly: perfect fraud prevention would require perfect surveillance, and the system instead should accept a bounded residual fraud rate as the price of structural privacy. The rate is bounded by formula design, since per-person amounts are set low enough that industrial-scale duplicate registration should be uneconomic against the detection risk. It is bounded by regional and phased assignment of rails and by statistical monitoring of registration patterns. Whatever exploitation remains is the work for the rule-revision process, on the principle that runs through the whole architecture here: when someone finds a lawful way to game a fixed rule, the answer is to revise the rule, not to surveil persons.

None of the foregoing is aspirational. Implementations meeting the rule exist today on both rails: zero-knowledge verification over government credentials with unlinkable nullifiers and no retention, and self-sovereign systems with field deployments among undocumented populations. Assessment of particular vendors is reserved to the accreditation criteria of the Governance and Custody Standard.

E.5. Reserved to the Governance and Custody Standard

The Governance and Custody Standard, the system's revisable operational rulebook first described at C.4, carries the operating detail rather than the charter. In plain terms, the Standard should say:

1. which credential types and proof protocols are accepted in each region;
2. how nullifiers and uniqueness checks are constructed;
3. how often a registrant must re-prove liveness;
4. how the threshold procedure of E.3 operates in detail;
5. what audit rights federation partners hold;

6. what happens when something is breached;
7. the float-only rule for operators; and which rails serve which regions in which phase.

Everything on that list can be revised through the guarded revision process, and none of it is constitutional. The division is deliberate: cryptography will keep improving, and the architecture should be able to adopt better proofs without ever touching the entrenched layer.

PART F
CONTINUITY AND THE CAPTURE AGENDA

This Part completes the picture at survey depth. Two subjects remain: the system's continuity under attack, and the capture agenda. Each is a workstream of its own. This Part states the proposed positions taken and what remains open.

Parts B and C dealt with enforcement within the system: who may claim, where, and against what. This Part concerns the system's survival against actors who file no claim. That defence operates in four layers:

1. legal protections composed of each enclosing order's own instruments;
2. code-based self-execution for pre-committed distribution, with disputes going to trigger conditions rather than execution;
3. transnational arbitration as the single forum; and
4. reputational and market mechanisms.

The stress-test catalogue against which the architecture should be tested includes state sanctions, debanking, and deplatforming governance capture by producing-state or corporate interests, multi-generational mandate drift, fragmentation or collapse of a host legal order, technical exploits and blockchain-associated oracle manipulation, rule-compliant internal extraction (exploitation of the fund's own formulas from within, by conduct that satisfies the rules while defeating their purpose), induced obstruction that games the funding redirect (answered at C.4), as well as attempted diversion of the corpus by a major state or coalition, tested against the three-part robustness standard: is the attack uneconomic, partial, and non-fatal? The catalogue is proposed as the scope; the responses range from working designs to open questions, with preliminary stress tests recorded as open (Part G).

The third subject is the fund capture agenda, beyond this paper's scope but a prerequisite of the full architecture; it is sketched here so that whoever takes the blueprint up sees the whole board. The Fund's assets are intended to arrive through private-law commitments

rather than treaty. International contracts with mandatory arbitration clauses route any dispute over a commitment to the same arbitral forum the framework designates for every other claim in the system (B.2, Component 5), so a defaulting company is preferably met in one forum, under one law, not in its home courts. Ideally, equity commitments should be deposited before value accrues, typically by new issuance to the fund rather than transfer of existing shares, so that shareholder-level restrictions are less likely to bite. This paper's proposal is that matching commitments ask a company contributing to a national scheme to commit a defined tranche to the global class alongside its national contribution. How feasible the implementation is, is left open here; it is among the first questions for whoever takes the blueprint up. Additionally, a concerted effort to position the fund as a possible cy-pres recipient per D.2 should help route class-settlement residues to the class through the Fund. And, following the tax literature, heterogeneous contributor forms may be standardised through holding subsidiaries of the Fund's receiving vehicles themselves, wholly owned, covered by the parent vehicle's accession covenants and the Standard's audits, so that what the contributor transfers is uniform while the assets never rest in any entity outside the covenant web.

A private standard-setting body on the financial-action-task-force model (certification, greylisting, and coercive force assembled through investors, insurers, cloud providers, and payment processors adopting compliance as a screening criterion) is a research question, as is the deliberate strengthening of the normative bases through sequenced scholarship, and model instruments, and published arbitral practice: commissioned articles placing the partial-performance and restitution arguments in the journals, model clauses published while national legislation is in draft, and awards applying the framework's terms, each step making the next more citable. All of this remains under research, except the timing point below.

PART G
OPEN QUESTIONS AND ONE TIMING RECOMMENDATION

Counsel questions are consolidated in the two memoranda annexed as Appendices B and C. The principal open research questions are the local-law mechanics of the one-office enforcer, the enforceability of registration-based adhesion to arbitration across recipient jurisdictions (including consumer-arbitration restrictions and the asymmetric-option answer at C.3), mandatory-law beneficiary characterisation in vehicle jurisdictions, the insolvency rank of declared unpaid distributions, the institutional design of the rule-maintenance process (who performs it, under what constraints, and how it interacts with the adaptation rule and the enforcer), forms of beneficiary-class representation beyond the enforcer, including sortition-based review for constitutional matters, and the rail-selection residue at Component 4 (sequencer decentralisation, data-availability cost at payout scale, and bridge risk), the permissibility and conditions of intermediary assistance with enrolment, recorded at E.4 (whether help may be offered at all, and if so the tooling, the concrete implementation of no-retention, and the accreditation requirements and their withdrawal), the treatment of persons who die before rollout reaches them, recorded at C.2 (lapse, as the working position, or a bounded regional escrow), as well as preliminary stress tests under Part F.

One recommendation should not wait for the research to complete: National fund legislation now in draft will be enacted with or without provision for the global beneficiary class, and a provision omitted at enactment is politically expensive to add later, while one included costs a legislature nothing. The recommendation is therefore to publish two model clauses within the current legislative window. The first is a short accession clause for national fund legislation: ready-made statutory language a national legislature can adopt in its AI-fund law. It dedicates a defined tranche or revenue share to the global beneficiary class, while the state keeps full control of its own fund and holding never becomes owning; and it recognises the beneficiary claims programme as the exclusive dispute route for those claims, notwithstanding any consumer-arbitration restriction.

The second is a matching-commitment clause for company contribution agreements. These two instruments preserve the global option permanently, whatever the pace of the remaining work.

This paper ends where a founding should begin. The appendices are drafted for use: a founding coalition can adopt the instruments whole, a national fund can lift the accession clauses into its own legislation, and anyone building in this direction can take single provisions. The institution they describe is ownerless by construction. Work on the blueprint continues, and whoever starts building is invited to get in touch. The Common Inheritance needs a first mover.

PART H
PRINCIPAL SOURCES

H.1. Cases and settlements

1. Bundesverfassungsgericht [BVerfG] [Federal Constitutional Court], Order of the First Senate of March 24, 2021, 1 BvR 2656/18, 1 BvR 78/20, 1 BvR 96/20, 1 BvR 288/20 (Ger.) (the climate decision). https://www.bundesverfassungsgericht.de/SharedDocs/Entscheidungen/EN/2021/03/rs20210324_1bvr265618en.html
2. Corte Constitucional [Constitutional Court of Colombia], Sentencia T-622/16 (Nov. 10, 2016) (the Atrato River decision). https://www.corteconstitucional.gov.co/relatoria/2016/t-622-16.htm
3. Flemming v. Nestor, 363 U.S. 603 (1960). https://supreme.justia.com/cases/federal/us/363/603/
4. Frank v. Gaos, 139 S. Ct. 1041 (2019) (per curiam). https://supreme.justia.com/cases/federal/us/586/17-961/
5. In re Clearview AI, Inc., Consumer Privacy Litigation, No. 1:21-cv-00135 (N.D. Ill. Mar. 20, 2025) (final settlement approval). https://www.clearviewclassaction.com/Content/Documents/Settlement%20Agreement.pdf
6. Millette v. OpenAI, Inc., No. 3:24-cv-04710 (N.D. Cal. filed Aug. 12, 2024). https://www.courtlistener.com/docket/69012680/millette-v-openai-inc/
7. Oposa v. Factoran, G.R. No. 101083 (S.C. July 30, 1993) (Phil.). https://lawphil.net/judjuris/juri1993/jul1993/gr_101083_1993.html
8. Wielechowski v. State, 403 P.3d 1141 (Alaska 2017). https://law.justia.com/cases/alaska/supreme-court/2017/s-16558.html

H.2. Legislation, treaties, and official materials

1. Agreement under the United Nations Convention on the Law of the Sea on the Conservation and Sustainable Use of Marine Biological Diversity of Areas Beyond National Jurisdiction (BBNJ Agreement), adopted June 19, 2023, entered into force Jan. 17, 2026. https://www.un.org/bbnjagreement/en
2. American AI Sovereign Wealth Fund Act, S. 4825, 119th Cong. (2026). https://www.congress.gov/bill/119th-congress/senate-bill/4825
3. Committee on Economic, Social and Cultural Rights. (2020). *General comment No. 25 (2020) on science and economic, social and cultural rights (article 15(1)(b), (2), (3) and (4) of the International Covenant on Economic, Social and Cultural Rights)* (UN Doc. E/C.12/GC/25). United Nations. https://docs.un.org/en/E/C.12/GC/25
4. Convention on the Recognition and Enforcement of Foreign Arbitral Awards, June 10, 1958, 330 U.N.T.S. 3 (New York Convention). https://www.newyorkconvention.org/
5. Delaware Code: 25 Del. C. § 503; 12 Del. C. §§ 3338, 3342, 3528, 3542, 3556. https://delcode.delaware.gov/
6. Federal Supervisory Authority for Foundations (ESA). (2026). *Fragen und Antworten* [Questions and answers]. Retrieved July 2026, from https://www.esa.admin.ch/

7. International Covenant on Economic, Social and Cultural Rights, art. 15(1)(b), Dec. 16, 1966, 993 U.N.T.S. 3 (entered into force Jan. 3, 1976). https://www.ohchr.org/en/instruments-mechanisms/instruments/international-covenant-economic-social-and-cultural-rights
8. International Treaty on Plant Genetic Resources for Food and Agriculture, adopted Nov. 3, 2001, 2400 U.N.T.S. 303 (entered into force June 29, 2004), and its Benefit-sharing Fund. https://www.fao.org/plant-treaty/
9. Internal Revenue Code: 26 U.S.C. §§ 501(c)(3), 508(e), 642(c), 4941-4945. https://www.law.cornell.edu/uscode/text/26/subtitle-A/chapter-1/subchapter-F
10. Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from Their Utilization to the Convention on Biological Diversity, adopted Oct. 29, 2010 (entered into force Oct. 12, 2014). https://www.cbd.int/abs/doc/protocol/nagoya-protocol-en.pdf
11. Swiss Civil Code of December 10, 1907, arts. 80-89 (foundations) (Switz.). https://www.fedlex.admin.ch/eli/cc/24/233_245_233/en
12. Swiss Federal Act on the Privileges, Immunities and Facilities and the Financial Subsidies Granted by Switzerland as a Host State (Host State Act) of June 22, 2007, SR 192.12 (Switz.) https://www.fedlex.admin.ch/eli/cc/2007/860/en
13. Taranaki Maunga Collective Redress Act 2025 / Te Ture Whakatupua mō Te Kāhui Tupua 2025, 2025 No 1 (N.Z.). https://www.legislation.govt.nz/act/public/2025/0001/latest/whole.html
14. Te Awa Tupua (Whanganui River Claims Settlement) Act 2017, 2017 No 7 (N.Z.). https://www.legislation.govt.nz/act/public/2017/0007/latest/whole.html
15. Te Urewera Act 2014, 2014 No 51 (N.Z.). https://www.legislation.govt.nz/act/public/2014/0051/latest/whole.html
16. UNESCO. (1997). *Universal Declaration on the Human Genome and Human Rights*. https://www.unesco.org/en/legal-affairs/universal-declaration-human-genome-and-human-rights
17. UNESCO. (2021). *Recommendation on the ethics of artificial intelligence*. https://unesdoc.unesco.org/ark:/48223/pf0000381137
18. United Nations Convention on the Law of the Sea, pt. XI, Dec. 10, 1982, 1833 U.N.T.S. 397. https://www.un.org/depts/los/convention_agreements/texts/unclos/unclos_e.pdf
19. Universal Declaration of Human Rights, art. 27(1), G.A. Res. 217A (III) (Dec. 10, 1948). https://www.un.org/en/about-us/universal-declaration-of-human-rights
20. Well-being of Future Generations (Wales) Act 2015, anaw 2. https://www.legislation.gov.uk/anaw/2015/2/contents
21. Yarra River Protection (Wilip-gin Birrarung murron) Act 2017 (Vic.) (Austl.). https://www.legislation.vic.gov.au/in-force/acts/yarra-river-protection-wilip-gin-birrarung-murron-act-2017

H.3. Books and articles

1. Ackerman, B., & Alstott, A. (1999). *The stakeholder society*. Yale University Press.
2. Ajunwa, I, A.I. and Captured Capital (June 30, 2024). 134 Yale L. J. Forum (2025), Available at SSRN: https://ssrn.com/abstract=5119711 or http://dx.doi.org/10.2139/ssrn.5119711
3. Anthropic. (2026, October 18). Investing in the public benefit. https://www.anthropic.com/news/public-benefit-fund

4. Arrieta-Ibarra, I., Goff, L., Jiménez-Hernández, D., Lanier, J., & Weyl, E. G. (2018). Should we treat data as labor? Moving beyond *"free"*. *AEA Papers and Proceedings, 108*, 38-42. https://doi.org/10.1257/pandp.20181003
5. Atkinson, D. (2025). *In the mood to exclude: Revitalizing trespass to chattels in the era of GenAI scraping* (arXiv:2510.16049) [Working paper]. arXiv. https://arxiv.org/abs/2510.16049
6. Boyd, D. R. (2017). *The rights of nature: A legal revolution that could save the world*. ECW Press.
7. Brown Weiss, E. (1989). *In fairness to future generations: International law, common patrimony, and intergenerational equity*. Transnational Publishers / United Nations University. https://digitallibrary.un.org/record/196661?ln=en
8. Cohen, G. A. (2008). *Rescuing justice and equality*. Harvard University Press.
9. Cossar, S. (2026). Blockchain and sovereignty: Opportunities and limitations of operational autonomy. *Frontiers in Blockchain, 9*, Article 1860252. https://doi.org/10.3389/fbloc.2026.1860252
10. Escajeda, H. G., *Technology Justice: Taxation of our Collective and Cumulative Cognitive Inheritance*, 56 Loy. L.A. L. Rev. 1073 (2023). https://digitalcommons.lmu.edu/llr/vol56/iss4/1
11. Gordon-Tapiero, A., & Kaplan, Y. (2024). Unjust enrichment by algorithm. *George Washington Law Review, 92*, 305. https://www.gwlr.org/wp-content/uploads/2024/04/92-Geo.-Wash.-L.-Rev.-305.pdf
12. Kadri, T. E., & Cofone, I. N. (2021). Cy pres settlements in privacy class actions. In I. N. Cofone (Ed.), *Class actions in privacy law*. Routledge.
13. Kauffman, C. M., & Martin, P. L. (2019). How courts are developing river rights jurisprudence: Comparing guardianship in New Zealand, Colombia, and India. *Vermont Journal of Environmental* Law, 20, 260-289. https://vjel.vermontlaw.edu/irp.cdn-website.com/ee52edf5/files/uploaded/Kauffmann_GAL_Io38RoaTT6daKSXbQKhA.pdf
14. Khong, D. W. K., & Su, W. M. (2023). Artificial intelligence as a common heritage of mankind. *UUM Journal of Legal Studies*, 14(1), 113-139. https://www.researchgate.net/publication/367521343_ARTIFICIAL_INTELLIGENCE_AS_A_COMMON_HERITAGE_OF_MANKIND
15. Kochetkov, D. (2025). *Who owns the knowledge? Copyright, GenAI, and the future of academic publishing* [Preprint]. https://arxiv.org/abs/2511.21755
16. Kumpf, S. N. (2026, September 14). *Blockchain-based dispute resolution as sanctuary justice?* Exit, voice and the state. SSRN. https://doi.org/10.2139/ssrn.7461858
17. Lanier, J., & Weyl, E. G. (2018, Sep 26). A blueprint for a better digital society. *Harvard Business Review*. https://hbr.org/2018/09/a-blueprint-for-a-better-digital-society, archived at https://archive.ph/c0bup
18. Lemley, M. A., & Casey, B. (2021). Fair learning. *Texas Law Review, 99*(4), 743-785. https://texaslawreview.org/fair-learning/
19. Li, Y. and Lee, J-A, Unjust Enrichment as a Remedy for AI's Unauthorised Use of Protected Data (January 08, 2026). Common Law World Review, Volume 55, Issue 2, 2026, Available at SSRN: https://ssrn.com/abstract=6042194 or http://dx.doi.org/10.2139/ssrn.6042194
20. Nussbaum, M. C. (2013). *Creating capabilities: The human development approach*. Harvard University Press. ISBN 9780674072350
21. O'Donnell, E. L., & Talbot-Jones, J. (2018). Creating legal rights for rivers: Lessons from Australia, New Zealand, and India. *Ecology and Society, 23*(1), Article 7. https://doi.org/10.5751/ES-09854-230107
22. Ohlhaver, P., Nikulin, M., & Berman, P. (2024, March 6). *Compressed to 0: The silent strings of proof of personhood*. SSRN. https://doi.org/10.2139/ssrn.4749892 (also published 2025 in the *Stanford Journal of AI/Web3 Law & Policy*, https://stanford-jawlp.pubpub.org/pub/compressed-to-0-proof-personhood/release/5)

23. O'Keefe, C., Flynn, C., Cihon, P., Leung, J., Garfinkel, B., & Dafoe, A. (2020). *The Windfall Clause: Distributing the benefits of AI for the common good*. Centre for the Governance of AI, Future of Humanity Institute, University of Oxford. https://www.governance.ai/research-paper/the-windfall-clause-distributing-the-benefits-of-ai-for-the-common-good
24. Ostrom, E. (1990). *Governing the Commons: The evolution of institutions for collective action*. Cambridge University Press. https://doi.org/10.1017/CBO9780511807763
25. Paine, T. (1797). *Agrarian Justice*. (widely reprinted; text available at https://oll.libertyfund.org/ and https://www.ssa.gov/history/paine4.html)
26. Pasquale, F., & Sun, H. (2024). Consent and compensation: Resolving generative AI's copyright crisis. *Virginia Law Review Online*, 110, 207-247. https://virginialawreview.org/wp-content/uploads/2024/08/PasqualeSun_Book.pdf, archived at https://web.archive.org/web/20261006112810/https://virginialawreview.org/wp-content/uploads/2024/08/PasqualeSun_Book.pdf
27. Bearer-Friend, J., & Polcz, S. (2025). Sharing the Algorithm: The Tax Solution to Generative AI. Columbia Journal of Tax Law, 17(1), 1-40. https://doi.org/10.52214/cjtl.v17i1.14478, archived at https://web.archive.org/web/20260814123805/https://journals.library.columbia.edu/index.php/taxlaw/article/view/14478/7961
28. Posner, E. A., & Weyl, E. G. (2018). *Radical markets: Uprooting capitalism and democracy for a just society*. Princeton University Press.
29. Rawls, J. (1971). *A theory of justice*. Harvard University Press.
30. Risse, M. (2012). *On global justice*. Princeton University Press.
31. Samuelson, P. (2023). Generative AI meets copyright. *Science, 381*(6654), 158-161. https://doi.org/10.1126/science.adi0656
32. Sanders K, 'Beyond Human Ownership'? Property, Power and Legal Personality for Nature in Aotearoa New Zealand, Journal of Environmental Law, Volume 30, Issue 2, July 2018, Pages 207-234, https://doi.org/10.1093/jel/eqx029
33. Sen, A. (1999). *Development as freedom*. Alfred A. Knopf / Oxford University Press.
34. Senftleben, M. Generative AI and Author Remuneration. IIC 54, 1535-1560 (2023). https://doi.org/10.1007/s40319-023-01399-4.
35. Siddarth, D., Ivliev, S., Siri, S., & Berman, P. (2020). Who watches the watchmen? A review of subjective approaches for Sybil-resistance in proof of personhood protocols. *Frontiers in Blockchain, 3*, Article 590171. https://doi.org/10.3389/fbloc.2020.590171
36. Sobel, B. L. W. (2017). Artificial Intelligence's Fair Use Crisis. The Columbia Journal of Law & The Arts, 41(1), 45-97. https://doi.org/10.7916/jla.v41i1.2036
37. Sprecher, T., Egger, P., & von Schnurbein, G. (2021). *Swiss Foundation Code 2021: Principles and recommendations for the establishment and management of grant-making foundations* (4th ed.). Stämpfli Publishers. https://sfc.swissfoundations.ch/en/
38. Stone, C. D. (1972). Should trees have standing? Toward legal rights for natural objects. *Southern California Law Review*, 45, 450-501. https://southerncalifornialawreview.com/wp-content/uploads/2022/03/Christopher-D.-Stone-Should-Trees-Have-Standing_%E2%80%94Toward-Legal-Rights-for-Natural-Objects-45-S.-CAL.-L.-REV.-450-1972..pdf, archived at https://web.archive.org/web/20260726112107/https://southerncalifornialawreview.com/wp-content/uploads/2022/03/Christopher-D.-Stone-Should-Trees-Have-Standing_%E2%80%94Toward-Legal-Rights-for-Natural-Objects-45-S.-CAL.-L.-REV.-450-1972..pdf

RESTATEMENTS, STANDARDS, REPORTS, AND PRESS

1. American Law Institute. (2010). *Principles of the law of aggregate litigation* § 3.07.
2. American Law Institute. (2011). *Restatement (third) of restitution and unjust enrichment*.
3. Amodei, D. (2026, June). *Policy on the AI exponential*. darioamodei.com. https://darioamodei.com/post/policy-on-the-ai-exponential, archived at https://archive.ph/4Ufum
4. Broughel, J. (2026, June 22). Bernie Sanders wants a U.S. sovereign wealth fund for AI. *Forbes*. https://www.forbes.com/sites/jamesbroughel/2026/06/22/bernie-sanders-wants-a-us-sovereign-wealth-fund-for-ai/, archived at https://archive.ph/HR9EZ
5. Criddle, C., & Hammond, G. (2026, July 2). OpenAI proposes handing Trump administration 5% stake. *Financial Times*. https://www.ft.com/content/7c803eab-8e80-4431-9a87-e943bf00e00b?syn-25a6b1a6=1, archived at https://archive.ph/xg7DZ
6. Huamani, K., & Associated Press. (2026, June 11). Anthropic just proposed taxing itself to pay for the jobs its AI destroys. *Fortune*. https://fortune.com/2026/06/11/anthropic-dario-amodei-ai-jobs-tax-displacement-fund/, archived at https://archive.ph/1ozaw
7. London Chamber of Arbitration and Mediation. (n.d.). (Dec 2024) *LCAM Blockchain Expedited Arbitration Rules*. https://lcam.org.uk/wp-content/uploads/2025/01/Blockchain-Expedited-Arbitration-Rules_09_12_2024.pdf

APPENDIX A
PHASE ONE INSTRUMENTS (WORKING DRAFT)

Preliminary Model clauses for the private-law shell, available at incorporation. Part A contains constitutional clauses for the Charter Entity, drafted for a foundation under Swiss law (the form decision recorded at paper B.2, Component 1); the clauses are adaptable to trust instruments for the Endowment Vehicles. Part B contains contractual-replication clauses for contribution agreements and federation agreements, reproducing the substance of privileges and immunities where formal status does not yet exist. Each clause carries a short drafting note. Defined terms are placeholders pending the master definitions schedule.

Charter Entity Clauses (the A-clauses)

A.1. Purpose

The purpose of the Foundation is the equitable distribution of economic value derived from artificial intelligence and related technologies to all humanity, each human holding an equal entitlement. The Foundation acts in perpetuity, for the benefit of all natural persons living now and in the future, humanity as a whole, without distinction.

The nature of the Purpose, and the orientation of the Foundation toward humanity as its ultimate beneficiary, are inalienable and shall not be amended, construed, or applied so as to exclude humanity from that role.

The entitlement of each human under the Purpose arises and is enforceable as provided in the Charter Framework and the accession instruments, against the designated entities. This Charter creates no individual claim against the Foundation, and no person derives from it a right to payment from the Foundation or against its assets.

Drafting note: the purpose clause is the constitutional anchor for everything that follows. Human Equality here is operative rather than just appearing in the preamble. The closing partition paragraph is deliberate and Swiss-specific: Swiss jurisprudence views a deed purporting to confer actionable claims on the whole of humanity critically, and the Foundation, which holds no corpus and pays no one, is in any event the wrong respondent. The paragraph therefore disclaims the Charter itself as the source of the

individual right while the Charter Framework supplies it, enforceable per the waterfall (paper Part C). This is partition, not the purpose-object form this paper rejects at C.1: the right exists, at the system layer, against the parties able to answer it. *"All natural persons living now and in the future"* fixes the beneficiary class against later narrowing and grounds the intergenerational reach of the class (paper C.1 and C.2). The closing sentence is harvested from the December 2025 draft association articles; *"construed, or applied"* extends the association draft's amendment bar to interpretation and administration, so the same rule binds the reader of the clause as binds its amender, and under the freezing principle confirmed at Component 1 the sentence states, rather than creates, the Swiss position.

A.2. Irrevocability and Inalienability

The Foundation is irrevocable. The endowed assets of the Foundation (the Corpus) are inalienable and shall not be spent, pledged, encumbered, or distributed. Only the income and gains of the Corpus (the Usufruct) may be applied, and only in furtherance of the Purpose. No organ of the Foundation, no founder, no contributor, and no third party holds any power to revoke the Foundation, to reclaim contributed assets, or to apply the Corpus otherwise than as provided in this Charter. No right to amend the purpose or the organisation of the Foundation is reserved to the founder under Article 86a of the Swiss Civil Code or any equivalent provision, and none shall be implied.

Drafting note: implements the waqf separation of corpus and usufruct, and the Longevity principle. The express exclusion of founder and contributor powers forecloses the revocation and creditor-reach arguments that defeat asset protection structures in litigation.

A.3. Amendment and Entrenchment

1. Articles A.1, A.2, A.3, A.5 and A.6 (the Constitutional Layer) are not subject to amendment, suspension, or derogation by any organ of the Foundation or by any other person.
2. All other provisions (the Operational Layer) may be amended only through the Mechanism Revision Process set out in the Governance Regulations, which shall be narrow in scope, transparent in operation, subject to adversarial review, and bound by the Constitutional Layer.
3. If any mechanism serving the Purpose becomes impossible or impracticable, the competent organs may apply to the Dispute Resolution Body for modification of the mechanism to the nearest viable alternative. The Purpose itself is not subject to modification under this paragraph.

Drafting note: implements the constitutional and operational division, the cy-pres valve limited to mechanism, and the mechanism-revision process (paper B.2, Component 1, and E.5). Under Swiss law, modification of a foundation's purpose is outside the power of its own organs and lies with the competent supervisory authority on narrow statutory grounds; this clause is drafted to work with that regime, so that the state-administered modification power functions as the external counterpart of paragraph (3). Counsel review remains required for the trust-instrument adaptations in Endowment Vehicle jurisdictions.

A.4. Organs and Custody Firebreak

1. The organs of the Foundation are the Council, the Enforcer, and such operational bodies as the Governance Regulations establish.
2. No organ of the Foundation that represents the Foundation publicly or conducts its external relations shall hold the power to transfer, encumber, or direct the Corpus. Movements of the Corpus require the concurrence of custodial organs constituted under the Governance Regulations, which shall provide for distributed authorisation, rotation of roles, geographically distributed signers, and mandatory succession.

Drafting note: implements the asset custody firebreak and the governance-security requirements (paper B.2, Component 1). The detail belongs in the Governance Regulations; the Charter states only the separation principle, so that the firebreak sits in the entrenched or near-entrenched layer while the mechanics remain revisable.

A.5. The Enforcer

1. The Foundation shall at all times have an Enforcer: a person or body independent of the Council, with the duty and standing to enforce the Constitutional Layer, to challenge any act or omission inconsistent with the Purpose, and to represent the interest of the beneficiary class before the Dispute Resolution Body and before any court or authority.
2. The Enforcer's appointment, funding, independence, and succession shall be secured in the Governance Regulations in a manner not subject to control by the organs the Enforcer supervises.
3. The absence, incapacity, or removal of an Enforcer shall not extinguish the enforcement interest; the Dispute Resolution Body may appoint an interim Enforcer on the application of any person.

4. The Enforcer is a single system-level office, constituted as a collegial body. Wherever any entity within the Fund architecture is required or permitted by its governing law to have an enforcer, guardian, or protector, that office is held by the Enforcer, or by a person appointed and removable through the Enforcer and bound to it by covenant, so that enforcement remains unified across entities and no entity-level office can be captured in isolation.

Drafting note: adapts the Cayman STAR enforcer and the charitable enforcer models to a foundation context (paper C.5). Paragraph (3) prevents decapitation of enforcement by removal of the office holder. Paragraph (4) implements a one-office structure: entity-level enforcer requirements under purpose-trust statutes and similar regimes are filled by or through the system office, keeping duties uniform and succession centralised. Counsel flag (July 2026): the covenant binding local office holders must be tested against rules requiring a fiduciary's independent judgment; where a directing covenant would be an invalid fetter, paragraph (4) operates through appointment, removal, and incorporation of the Constitutional Layer into the office's own constitutive terms (paper C.5), and the clause should be adapted per jurisdiction accordingly. Funding: the Enforcer's budget is a separately protected line of the system charge proposed at Component 1, multi-year and held forward in escrow, so that no organ the Enforcer supervises can starve it.

A.6. Custody Confers No Entitlement

Custody, protection, administration, or distribution of any part of the Corpus or Usufruct, by any jurisdiction, custodian, operator, or federated institution, confers stewardship duties only and creates no entitlement, lien, or claim in favour of the custodian, host, or operator. The beneficiary class remains global and undivided.

Drafting note: the custody-not-entitlement rule stated as operative constitutional text, so that every downstream custody and federation instrument can incorporate it by reference.

A.7. Continuity and Succession

1. The failure, dissolution, expropriation, or incapacity of any entity within the Fund architecture shall not interrupt the pursuit of the Purpose. Assets held by a failing entity vest, to the maximum extent permitted by applicable law, in the surviving Endowment Vehicles designated under the Charter Framework, on the same trusts and subject to the same Constitutional Layer.

2. The organs shall maintain, and periodically test, succession arrangements sufficient to ensure that loss of any single entity, tranche, or host jurisdiction is not material to the whole.

Drafting note: implements the continuity limb of Robustness and the redundancy design of The Principles. Cross-border automatic vesting is legally ambitious. The clause therefore states the obligation; the surviving-vehicle pre-designations sit in the Charter Framework, and the jurisdiction-specific mechanics (standby trusts, cross-default transfer triggers, mirror entities) are specified in the Governance and Custody Standard, revisable through the Mechanism Revision Process.

A.8. Dispute Resolution

1. Any dispute arising out of or in connection with this Charter, including any question regarding its existence, validity, interpretation, breach, or the conduct of any organ, shall be finally resolved by arbitration under the [Swiss / ICC / UNCITRAL] Rules. The seat of arbitration shall be [Geneva]. The appointing authority shall be [the Swiss Arbitration Centre / the International Court of Arbitration of the ICC].
2. The organs, the Enforcer, and, to the extent permitted by applicable law, members of the beneficiary class acting through the Enforcer, shall have standing before the tribunal.
3. No provision of this Article limits the Enforcer's capacity to seek conservatory or protective measures from any competent authority in support of arbitration.

Drafting note: designates a single forum for all constitutional disputes, achieving the structural effect of BIS Statutes Article 54 with instruments available to private parties. At formation the forum is established international arbitration; a dedicated tribunal remains a possible later evolution under Component 5. Awards are enforceable under the New York Convention. Seat, rules, and appointing authority remain bracketed.

Drafting note (July 2026, revised August 2026): when the individual entitlement is promoted from working hypothesis (paper Part C) into charter text, its anti-assignment protection is to be drafted absolute, with no setoff exception: abuse of the claims programme is sanctioned by suspending the ability to file claims under the programme rules, never by reaching the entitlement (paper C.4).

A.9. Verification Without Retention

1. Verification of beneficiaries shall establish that a claimant is a unique living natural person, and nothing more. No organ of the Foundation, Endowment Vehicle, Distribution Operator, or contractor shall create, hold, or require the creation of any central register of identity attributes, biometric data, or national identifiers of the beneficiary class.
2. Verification confers stewardship of proofs only. No entity acquires any right to use, disclose, or exploit any person's data beyond the performance of its role under the Governance and Custody Standard.
3. The mechanics of verification, data minimisation, cross-rail uniqueness, and audit are governed by the Governance and Custody Standard and are revisable only through the Mechanism Revision Process.

Drafting note: implements the no-retention rule (paper Part E): the system proves personhood and uniqueness without storing identity. Paragraph (2) extends the custody-confers-no-entitlement principle (A.6) to data. The recommendation at paper E.2 is that paragraphs (1) and (2) join the Constitutional Layer list in A.3(1); pending adoption, the drafting here leaves them in the operational layer.

Contractual Replication Clauses (the B-clauses)

This is an incomplete set of contractual clauses, preliminary drafts to be reviewed and thereafter inserted in contribution agreements, federation agreements, custody agreements, and grants. What the clauses replicate is twofold. Some reproduce, as contractual obligations between the parties, the substance of protections that formal status would otherwise supply. Others carry the Charter's own terms, the inalienability of the Corpus, custody without entitlement, and in time the entitlement clause itself, into the counterparties' instruments, so that the constitutional layer binds wherever assets and functions sit. Each executed agreement also adds to the documentary record of international character on which later recognition applications and the normative strategy (Part F) can rely.

B.1 Acknowledgment of Character and Purpose

The Parties acknowledge that the Fund holds its assets exclusively for the equitable benefit of all humanity, that its Corpus is inalienable, and that its functions are international in character. Nothing in this Agreement shall be construed as subjecting the Corpus to any national interest, security interest, or claim of the Counterparty.

Drafting note: each executed agreement becomes a unit of practice evidencing wide recognition and international character. This is the contract-level engine of the recognition strategy: the record assembled here is the exhibit list for a future host-state application and a building block of the customary-law argument.

B.2 Protection of the Corpus; No Attachment

1. The Counterparty shall not, and shall procure that its affiliates shall not, attach, seize, set off against, or assert any lien, security interest, or claim over the Corpus or the Usufruct, whether in connection with this Agreement or otherwise.
2. Contributed assets vest in the receiving Endowment Vehicle upon transfer, free of any retained interest, condition subsequent, or right of reverter, and thereupon form part of the Corpus subject to Article A.2 of the Charter.
3. The obligations in this Article survive termination of this Agreement.

Drafting note: paragraph (2) is the contribution analogue of irrevocability: value passes before it can be reclaimed, and equity committed at a funding round (Part F) is deposited on these terms. Survival in paragraph (3) mirrors how immunity would operate if status existed.

B.3 Fiscal Treatment

The Counterparty shall use its best efforts to ensure that the transfer, holding, and distribution of assets under this Agreement are relieved from taxes, duties, and charges to the fullest extent available under applicable law, and shall support applications by the Fund for charitable, exempt, or equivalent status in the relevant jurisdictions.

Drafting note: modelled on the Global Fund grant-agreement technique of replicating fiscal privilege contractually through a best-efforts obligation, calibrated so that it can be signed by private parties and public bodies alike.

B.4 Exclusive Dispute Resolution

1. Any dispute arising out of or in connection with this Agreement shall be finally resolved by arbitration under the [Swiss / ICC / UNCITRAL] Rules, seat [Geneva], appointing authority [the Swiss Arbitration Centre / the International Court of Arbitration of the ICC]. The Parties waive recourse to any domestic court except in support of arbitration or for enforcement of the award.
2. The Parties agree that awards may be enforced in any jurisdiction under the New York Convention, and irrevocably waive, to the maximum extent permitted by law, any defence based on the location, character, or public status of the assets concerned.

Drafting note: keeps every Fund relationship inside the private ordering channel (paper B.2, Component 5) and aligns the contractual forum with the constitutional forum in A.8, so that disputes cannot be split across systems.

B.5 Continuity of Performance

1. The Parties intend that distributions to the beneficiary class continue without interruption. If performance through any agreed channel, intermediary, or infrastructure becomes impossible or unlawful for either Party, the Parties shall cooperate in good faith to perform through alternative lawful channels and infrastructures that preserve the economic substance of this Agreement.
2. Impossibility affecting one channel or jurisdiction shall not suspend obligations capable of lawful performance elsewhere.

Drafting note: the continuity clause states graceful degradation (Robustness (3)) as an ordinary contractual cooperation duty, in the register of prudent operations rather than defiance; alternative performance is expressly confined to lawful channels.

B.6 Federation Provisions (Federation Agreements Only)

1. The Federated Fund is accredited as a Distribution Operator for its domestic beneficiary population, subject to the Fund Governance and Custody Standard as amended from time to time.

2. The Federated Fund acknowledges Article A.6 of the Charter: custody and distribution confer stewardship only, and no entitlement to the Corpus or Usufruct arises from accreditation, custody, or performance.
3. Eligibility verifications performed by the Federated Fund in accordance with the Standard are mutually recognised for the purposes of the Fund distributions, and reciprocally.
4. Withdrawal from federation takes effect on [notice period] and does not affect vested distributions, the Corpus, or obligations accrued before effectiveness.

Drafting note: operationalises the interoperation and layering modes of the relation to the national funds (paper A.3). Paragraph (3) is the interoperation benefit that makes federation attractive to the national fund; paragraph (4) makes exit clean and non-punitive, which lowers the cost of entry.

Drafting note (July 2026): per paper C.3, federation and accession instruments should include the counterparty's recognition of the tier-one beneficiary claims programme as the exclusive dispute route for the Fund beneficiary claims within its territory, notwithstanding any consumer-arbitration restriction of local law, or, where such recognition takes the form of certification under an existing consumer redress framework, the counterparty's undertaking to support that certification.

B.7 No Waiver of Protections

No provision of this Agreement, and no act of performance under it, constitutes a waiver, express or implied, of any privilege, immunity, exemption, or protection that the Fund holds now or may hereafter acquire under any national law, international agreement, or customary international law.

Drafting note: the standard non-waiver formula used by institutions whose status is still consolidating; it preserves the value of later-acquired status against arguments from prior contractual conduct.

Sequencing Note

The A-clauses are settled at incorporation and thereafter entrenched per A.3. The B-clauses enter service with the first contribution agreement and compounds thereafter: every executed instrument adds a unit of protective obligation and a unit of recognition evidence. The trigger for the phase-two host-state application is the first federation

agreement under B.6, which supplies the state-association limb of the recognition test; the accumulated B.1 acknowledgments supply the recognition limb; and the operating footprint of the Distribution Operators supplies the internationality limb.

Two formation requirements from the paper are recorded here for the drafting. Vehicle formation is structured so that the Foundation is not the settlor of any vehicle deed; a nominee settlor or a declaration by the initial trustee is used, and whether any external function nonetheless confers standing on the Foundation is tested under counsel question 6 (Appendix C). And the operator accreditation covenant, when drafted, is to cover the administrative registration duties on which the refusal claim rests (paper C.4), receipt of applications, the criteria check, submission to the registry, and the respondent role, alongside the payment and correction duties.

The Swiss formation mechanics, confirmed against the supervisory authority's published guidance (ESA, Fragen und Antworten, accessed July 2026), join this note as a checklist: the deed is executed as a notarial public deed carrying the three essential declarations (the will to create an autonomous foundation, the designation of the initial assets, and the description of the purpose); the draft deed and regulations go to the authority for its voluntary, fee-based pre-examination before execution; the initial endowment includes net cash of at least 50,000 Swiss francs paid into a Swiss bank account in the foundation's name; the board includes at least one Swiss-resident member with single signature authority and is sized in the authority's recommended range of three to seven; regulations and every later statute change are submitted to the authority, statute changes taking effect only on its approval; and the audit and annual-reporting regime applies from the first or second financial year under the long-year rules. Two questions for Swiss counsel are recorded here with the formation mechanics: **(1)** the verification of the Host State Act's conditions against the statutory text, on the Fund's intended profile and timeline (paper B.3); **(2)** and the Swiss tax status of the charter foundation itself, including federal and cantonal exemption and the conditions attached to it.

APPENDIX B
US ENDOWMENT VEHICLE: PURPOSE TRUST VERSUS CHARITABLE FORM

This is a working memo of August 2026 on the form and jurisdiction of the Fund's United States Endowment Vehicle, and a companion to the Phase One Instruments (Appendix A). Its conclusions are stated in outline and await formal confirmation by US tax and trusts counsel. Everything open for counsel is collected at section 10, phrased as questions.

1. Question Presented

What legal form and jurisdiction should the Fund's US Endowment Vehicle take, given its three functions? It is to hold contributed AI equity as inalienable corpus under the Charter's constitutional layer. It is to receive matching commitments alongside contributions to any national AI fund and it is to pass returns to Distribution Operators for the global beneficiary class.

2. The Counterparty Landscape

Two national vehicle designs are in play. The Sanders bill (S. 4825) would deposit a one-time 50 percent equity tax, paid in stock by companies above 200 million dollars in annual AI receipts, into a Treasury trust fund managed by a seven-member Independent Commission nominated from a bipartisan congressional list and confirmed by the Senate; the fund may not sell the stock, annual appropriations are capped at 5 percent of average market value, and bailouts of AI companies are prohibited. The OpenAI proposal would pool voluntary 5 percent equity contributions from leading laboratories in a vehicle modeled on the Alaska Permanent Fund, with governance, voting rights, tax treatment, distribution formula, and vesting all unresolved. The Alaska template that both invoke combines a constitutionally inalienable principal, an independent managing corporation, and a statutory formula dividend.

The design consequence is one of timing and fit. The Fund's US vehicle should be formed before either national vehicle is finalised, so that it can be named as global-tranche recipient in accession drafting and can take matching commitments at the same closing as national contributions. The requirement is interoperability rather than similarity: the vehicle must be able to hold the same asset class, large blocks of private and public AI equity, on compatible valuation and transfer mechanics, without inheriting the national vehicle's political governance.

3. **Option A:** Non-Charitable Perpetual Purpose Trust

Several US states permit trusts for a purpose rather than for beneficiaries, of perpetual or effectively perpetual duration, enforced by a designated enforcer: South Dakota, Delaware, Wyoming, and New Hampshire are the leading candidates. Mapped against the design brief, the form's strengths and weaknesses are as follows below.

The strengths of this form are structural. The form is the domestic analogue of the architecture: it holds purpose-bound assets with no members or owners, matching the ownerless design. It carries an enforcer with standing, so clause A.5 of the Phase One Instruments transposes directly. It is perpetual where the rule against perpetuities has been abolished or disapplied. And it offers near-complete drafting freedom to import the Charter's constitutional layer, the custody firebreak, and the arbitration agreement. No charitable-purpose doctrine constrains the purpose statement, so the global, unconditional, per-capita entitlement can be stated as Human Equality requires, and no regulator holds discretionary leverage over the vehicle's continued existence.

The Delaware mechanics of the form are settled in outline. Validity: a non-charitable trust for a declared purpose that is not impossible to attain is valid without ascertainable beneficiaries (12 Del. C. section 3556). Perpetuity: Delaware disapplies the rule against perpetuities for personal property held in trust, with a 110-year limit only for interests in real property (25 Del. C. section 503), which the corpus trust could avoid by holding any real asset through entities. The modification routes turn out to be default rules rather than mandatory ones, and narrow in the ways the design needs, which converts drafting into protection. Four drafting requirements follow and are recorded as the instrument's checklist. Modification by consent under section 3342, which requires the consent or non-objection of beneficiaries the trust does not have, is excluded expressly,

closing the one route that can otherwise override a material purpose. The instrument provides otherwise against early termination of uneconomic trusts under section 3542. Decanting under section 3528, which presupposes a trustee's power to distribute to beneficiaries that the design never confers, is prohibited expressly in any event, the uniform decanting pattern confirming that instruments may do so and that trustees holding only limited distributive discretion may make administrative changes alone. Nonjudicial settlement agreements under section 3338 are valid, where the trustor is not a party, only to the extent they do not violate a material purpose of the trust. Two provisions therefore close this route: the instrument declares the constitutional layer to be the trust's material purposes in terms, and it constitutes the Enforcer an interested person whose participation any such agreement requires.

The weaknesses are three, the first two fiscal and the third structural. First, there is no exemption: the trust is a taxable non-grantor trust, and investment income is taxed at compressed trust rates. The corpus strategy mitigates this substantially, since unrealised appreciation of held equity is not taxed and the design contemplates holding rather than trading, but dividend flows at scale would bear tax. One route is closed and one is live: the distribution deduction that carries out distributable net income attaches to distributions to beneficiaries, which a purpose trust does not have, so the route for counsel is the trust-level charitable deduction of section 642(c) for formula payments made to charitable-tier Distribution Operators, together with the treatment of payments on the non-charitable rails (counsel question 1). Second, there is no deductibility: corporate contributors receive no charitable deduction for equity contributed to a non-charitable trust; how such a contribution is characterised, and with what transfer-tax exposure, is counsel question 2. Third, there is no external state guarantor: unlike the Swiss supervisory authority or a charity regulator, no public office watches the purpose, so the Enforcer carries the whole load. That is the case for the reinforced Enforcer design already drafted in clause A.5: independent funding, succession, and interim appointment by the arbitral forum. Whether Delaware law leaves any residual public supervision at all is counsel question 3.

4. **Option B:** Charitable Form (Charitable Trust or Nonprofit Corporation, Section 501(c)(3))

The strengths of this form are mainly fiscal. The form brings tax exemption. It brings deductibility of contributed appreciated equity for corporate donors within percentage limits, which directly lowers the cost of the matching commitments. It brings attorney-general standing to enforce the charitable purpose, the closest US analogue of Swiss supervision and a second external guarantor. It brings the cy-pres doctrine, which is the common law original of the charter's adaptation rule. It also brings legitimacy, since a recognised charitable vehicle reads correctly to counterparties, banks, and the public.

The weaknesses are structural rather than incidental. The first is charitable-purpose doubt: an unconditional per-capita payment to every human, rich and poor alike, does not map cleanly onto recognised charitable classes, because relief of poverty requires need and universal dividends are need-blind. A staggered rollout beginning with the poorest populations, which Human Equality expressly permits, could be framed charitably for a distribution entity, but the corpus vehicle's purpose is the universal entitlement itself. Whether the distribution tier can be framed charitably, and within what limits, is counsel question 4. The second weakness is decisive against a charitable corpus, an incompatibility rather than an exposure. A vehicle funded by equity from a handful of AI companies will not meet public-support tests and would be a private foundation, and the excess business holdings rule of section 4943 generally forbids a private foundation, together with disqualified persons, from holding more than de minimis or 20 percent interests in a business enterprise, with forced divestiture on a statutory clock. Under section 508(e) of the Code, the foundation's own governing instrument must prohibit the retention of excess business holdings, along with self-dealing, jeopardising investments, and taxable expenditures, and must require the minimum distributions, on pain of disqualification from exemption and denial of deductions to donors. A charitable corpus vehicle would therefore have to forbid, in its own certificate, the very holding that is supposed to be its function. The incompatibility appears constitutional to the form, not an arithmetic to be managed. Two further rules add friction. The jeopardising-investment rule (section 4944) penalises investments made without ordinary business care in providing for the foundation's purposes, with failure to diversify as the classic indicator, the logic being that purposes are funded from assets and an imprudent concentration

endangers the funding. Assets received by gift and merely retained largely sit outside the rule, so the friction for a contributed corpus is narrower but structural: every act of investment discretion inside a deliberately concentrated holding would be measured against a diversification norm the design rejects on principle. The minimum-distribution rule (section 4942) forces an annual payout of about 5 percent of asset value, which is the marked-value formula section 8 rejects, and, as it happens, the same 5 percent the Sanders bill uses.

The preliminary conclusion on Option B is that the charitable form is unsuitable for the corpus vehicle but well suited to the US Distribution Operator, where amounts held are transient, purposes can be framed within recognised classes for the populations actually served, and the deductibility and legitimacy benefits are captured at the point of distribution.

5. Option C: Dual Structure (Working Hypothesis)

Under the dual structure, a non-charitable perpetual purpose trust holds the US corpus tranche under the constitutional layer, and a separate charitable entity serves as US Distribution Operator under Component 3. The division tracks the architecture, since Component 2 holds and Component 3 distributes. It lets each tier take the form its function rewards and it confines the charitable regime's constraints to the tier that can live within them. The matching-commitment mechanics then have two intake paths: equity into the purpose trust, with no deduction but also no purpose constraint and no section 4943 exposure, or, where a contributor requires deductibility, structured contributions to the charitable tier within its charitable framing; how far such structuring can go without endangering exemption is counsel question 5. The dual structure also permits jurisdictional separation, since the trust and the operator need not share a state.

6. Jurisdiction

Delaware offers statutory purpose trusts of unlimited duration, the deepest trust and fiduciary jurisprudence, the Court of Chancery, and neutral optics, and it is the default candidate for the corpus trust, its purpose-trust mechanics settled in outline at section 3. South Dakota offers the most fully developed purpose-trust and trust-protector statutes and true perpetuity, but its secrecy-jurisdiction reputation cuts against transparency

by default and would be quoted in every hostile profile. It is a strong statute under the wrong flag. Wyoming was considered for the protocol layer, Component 4, meaning the registration and payout rails and the legal wrappers around them, and it was set aside. Its bespoke statutes, the DUNA Act of 2024 conferring legal personality on decentralised organisations and recognising consensus algorithms and smart contracts as governing principles, the DAO LLC supplement of 2021, the SPDI custody charter, and the Statutory Foundation Act of 2019, form the most developed crypto-specific stack in the United States, but two features disqualify the track here. First, the DUNA's floor of one hundred members would force the creation of a membership body that the ownerless design deliberately avoids: a hundred statutory members are a hundred governance rights and a capture surface, manufactured only to satisfy the form. Second, the same wrapper result is achievable in Delaware without bespoke statutes: a limited liability company whose sole member is the purpose trust, with the protocol rules given effect through the freedom of contract of the LLC agreement and records maintained under Delaware's blockchain-records amendments, supplies personality, perpetuity through its member, and code-governed administration inside settled doctrine and neutral optics. Wyoming's flagship charter proves the limit: the Federal Reserve refused the leading SPDI a master account, the gateway to the federal payment rails, despite statutory eligibility, and the courts upheld the refusal as discretionary (Custodia Bank v. Federal Reserve Board of Governors, 10th Cir. 2025); a state charter does not carry the access that matters, which is Part F's sanctions-and-debanking lesson in miniature.

The dormant mirror charter entity candidate accordingly shifts to the New Hampshire foundation, keeping form symmetry inside a jurisdiction already under study. New Hampshire's Foundation Act offers the other civil-law-style foundation inside the United States, together with modernised trust law. The statute is young and untested, which is a real cost for a perpetual vehicle, but the form symmetry with Component 1 is strategically elegant. The preliminary ranking for the corpus trust is therefore Delaware first, on doctrine, courts, and optics. New Hampshire as the studied alternative, if form symmetry and its foundation statute survive counsel review, and South Dakota only if a specific statutory feature proves indispensable. What remains for counsel on jurisdiction is the enforcer mechanics under section 3556, the equivalent battery for the other candidate states, and state taxation (counsel question 6), and the wrapper-track items (counsel question 7).

7. Regulatory Treatment of the Vehicle as Holder of the Equity

This memo covers only the regulatory questions that arise for the vehicle once it holds contributed equity, and not the mechanics by which companies contribute. The questions are these: For public-company stakes above the reporting thresholds, what beneficial-ownership reporting falls on the trust, and which exemptions under the securities laws does the vehicle need, as recipient of the contributed equity and as its ongoing holder. For large stakes, what merger-control or CFIUS review applies (the Committee on Foreign Investment in the United States). On the foreign question, the structure should be described precisely: the Charter Entity does not sit above the vehicle and is not its affiliate in any strict sense, holding no ownership, no settlor position, and no control power in it. The foreign nexus is constitutional rather than proprietary, accession to a Swiss-seated charter framework, and the sober question for the current political climate is how review authorities would characterise a US-situs trust bound into such a framework while holding US AI equity, with the custody-not-entitlement rule and the US situs as the design facts in answer. These items are counsel question 8, and the tax consequences of where each contribution lands are counsel question 9. The mechanics by which companies contribute, that is, transfer of existing shares versus new issuance and the company-side gating items of each, belong to the capture workstream and are recorded there rather than in this memo.

8. Distribution Formula Consequence

The critique already levelled at the Sanders bill will apply to any holder of unrealised, illiquid AI valuations: a payout formula keyed to marked asset value forces sales when cash is unavailable and converts paper gains into hard promises. The Fund formula should therefore distribute realised income and received dividends, not percentages of marked value, with smoothing rules specified in the Governance Regulations, and this consequence should be carried into the entitlement-formula drafting.

9. Recommendation and Next Steps

The recommendation is to adopt the dual structure as the working hypothesis, with a Delaware non-charitable perpetual purpose trust as the US corpus vehicle and a charitable US Distribution Operator formed when distribution operations begin. The immediate next steps are four. First, put the counsel questions collected at section 10 to US tax and trusts counsel. Second, draft the purpose-trust instrument by transposing the A-clauses of the Phase One Instruments, with the reinforced Enforcer and the checklist of section 3: the exclusion of section 3342, the provision otherwise against section 3542, the express prohibition of decanting, and the declaration of material purposes with the Enforcer as necessary interested person. Third, reserve the New Hampshire foundation analysis as a parallel track. Fourth, align the matching-commitment clause of the B-clauses with the two intake paths described in section 5.

10. Remaining Counsel Questions

The questions below are the memo's open items, numbered in the order they arise above. Settled points stand in sections 3 and 4 and are not repeated as questions.

1. Is the trust-level charitable deduction of section 642(c) available for formula payments made to charitable-tier Distribution Operators, and how are payments on the non-charitable rails treated?
2. How is a corporate contribution of equity to the non-charitable trust characterised, as gift, capital contribution, or otherwise, and what transfer-tax exposure follows?
3. Does any Delaware public officer or court hold residual supervisory authority over a non-charitable purpose trust, or does enforcement rest wholly on the trust's own enforcer architecture?
4. Can a universal per-capita distribution be framed charitably at the distribution tier, and within what limits?
5. How far can contributor structuring toward the charitable tier go without endangering its exemption?

6. What are the enforcer-standing and appointment mechanics under 12 Del. C. section 3556. What are the equivalent positions on perpetuity, purpose-trust validity, enforcer standing, and reformation, modification, and decanting in New Hampshire and South Dakota; and how is the trust taxed in each candidate state?
7. For the Delaware wrapper track, are algorithmic and smart-contract governance provisions of an LLC agreement enforceable? What are the mechanics and insolvency-remoteness of a purpose trust serving as sole member? What licensing or registration does the registry function attract and what are the New Hampshire foundation's formation requirements and its suitability as the dormant mirror charter entity?
8. What obligations attach to the vehicle once it holds the equity? For public-company stakes above the reporting thresholds, what beneficial-ownership reporting falls on the trust? Which exemptions under the securities laws does the vehicle need, as recipient of the contributed equity and as its ongoing holder? And for large stakes, what merger-control or CFIUS review applies? The foreign nexus is constitutional rather than proprietary, the vehicle acceding to a Swiss-seated framework while the Charter Entity holds no ownership, settlor position, or control power in it. How would review authorities characterise that nexus, and how far do the custody-not-entitlement rule and the trust's US situs carry?
9. Where should each contribution land, in tax terms? On each intake path, what does the contributor recognise, and what may it deduct? What withholding falls on the tranche's income, depending on where the vehicle sits and the treaty network available to it? And does a non-charitable purpose trust qualify for treaty benefits as a recipient of cross-border dividends at all? The answers are to be encoded as allocation-formula weights under the Standard.

APPENDIX C
ENTITLEMENT AND STANDING: ADDITIONAL COUNSEL QUESTIONS

The analysis of the individual entitlement, its form, its source, and its enforcement, lives in Part C of the paper; nothing is repeated here. This appendix records additional questions for expert counsel, and a drafting proposal the analysis surfaced.

1. In each candidate vehicle jurisdiction, can the trust be modified or ended against its terms by those it benefits? The rule in Saunders v Vautier, and its statutory descendants, lets beneficiaries who together hold the entire beneficial interest agree to end a trust; kindred statutes let courts vary trusts on the beneficiaries' consent, or supply consent on behalf of minors, the unborn, and the unascertained through representation. Does the purpose-trust form, having no beneficiaries, leave these routes nothing to operate on, and does any jurisdiction's machinery nonetheless reach the chosen structures? The paperprovides a proposal for the Delaware routes in outline at Appendix B, section 3. The question stands for the other jurisdictions.
2. Is registration-based adhesion of individuals to the arbitration agreement enforceable across the major recipient jurisdictions?
3. Would any vehicle jurisdiction's mandatory law impose local beneficiary characterisation on the entitlement notwithstanding the design?
4. By what local-law mechanics may the system Enforcer hold, or appoint and remove the holder of, each entity-level enforcer, guardian, or protector office in each vehicle jurisdiction, and would any covenanted direction of such an office be an invalid fetter on a fiduciary's required independent judgment?
5. What rank do declared but unpaid distributions take in an entity insolvency, and how are such amounts treated in a deceased beneficiary's estate across the candidate jurisdictions?
6. How do the two protective channels against vehicle misconduct (paper C.4) coordinate in each vehicle jurisdiction: the local channel, the entity-level enforcer, guardian, or protector office suing under the trust law of the situs, and the covenant

channel, breach of the accession covenant arbitrated in the designated forum? Who elects between them, which takes priority, and what manages the risk of parallel proceedings? Are the framework's exclusive-claimant designations enforceable, including for claims arising outside the covenants, in each relevant forum and vehicle jurisdiction? And would any of the Charter Entity's external functions (intake designation, certification and registry administration, co-appointment of the Enforcer body), or a settlor role at formation, confer standing on it under a vehicle's local law, and how should formation be structured so that none does?

One drafting requirement is recorded from the standing analysis: the float-only rule for Distribution Operators, on which tier one's small execution exposure rests, is stated at Component 3 and reserved to the Governance and Custody Standard at E.5; the Standard's drafting is to carry it as an express requirement.

the COMMON INHERITANCE

Owned by no one and owed to everyone:
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October 19, 2026

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