



HUMAN POTENTIAL PROTOCOL

HPP Non-Profit Foundation Manifest

*The charter template for every Foundation of the Human
Potential Protocol, in every jurisdiction on Earth.*

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v1.0 — July 2026

Companion to the HPP Whitepaper (v5.22), Article XV — The Foundation Layer. In any conflict between this Manifest and the Protocol Constitution, the Constitution prevails. In any conflict between this Manifest and mandatory law of the Foundation's jurisdiction, mandatory law prevails — and the divergence must be published, clause by clause, within 30 days of adoption.

What this document is. A ledger cannot hold a deed, sign a lease, hire a teacher, or stand in court. A Foundation is how the Human Potential Protocol gets lawful hands in a given jurisdiction — nothing more. This Manifest is the single template from which every accredited HPP Foundation's statute is derived. Satellite Foundations reproduce the **Core Text** (Sections I, II-A, III-A, IV, V, VI-A, VII, VIII-A, IX-A, X-A) **verbatim**, adapting only the bracketed jurisdictional placeholders and the jurisdictional annexes. **Any modification of the Core Text forfeits recognition as an HPP Foundation on the day the modification is adopted.**

What this document is not. It is not legal advice, and it is not a substitute for admitted counsel in the Foundation's jurisdiction. Every accreditation requires a jurisdiction legal opinion (Whitepaper §9.17) confirming that the adopted statute, as filed, conforms to this Manifest to the maximum extent local law permits. Where local law forbids a clause, the statute states the closest lawful equivalent and publishes the divergence.

I. PREAMBLE

§1.1 Mission

The Foundation exists to serve the Human Potential Protocol in the jurisdiction where it is chartered: to receive what the legal world can give — donations, grants, land, contracts, standing in court — and to convert it, in exactly one direction, into the physical commons from which dignity economies are born.

Community solar, agricultural land and greenhouses, gathering and teaching spaces, off-grid infrastructure, housing for those who have none, clinics, workshops, tools. **Donations in, physical commons out, and nothing else.**

The Foundation is not a layer of governance. It is an instrument of execution. It holds no power over any hub, instructs no hub, conditions no provisioning on any vote, holds no seat in the Federation Council, and casts no Federation vote. The members command; the board executes; the law is the guardrail.

§1.2 Non-Negotiable Principles

These principles bind every Foundation, in every jurisdiction, without exception, and are unamendable under Section X.

1. **Dignity is recognized, never earned.** Every human being has value by the fact of existing. No Foundation programme may condition basic dignity provisioning on merit, reputation, contribution, or belief.
2. **The consent of the governed is asked, not presumed.** Members deliberate and decide; the Foundation executes. No organ of the Foundation may presume consent it has not asked for.
3. **Exit is always possible, always dignified.** Any member may leave at any time, taking their reputation and their standing, and no asset lock, notice period, or penalty may be designed to retain them.
4. **Absolute nonviolence and legality of means.** The Foundation operates exclusively within the law of its jurisdiction. It asks no one to violate the law and promises no one protection from it.
5. **Truth before recruitment.** The Foundation states what the law permits and what it does not, what the Protocol guarantees and what it cannot. No Foundation material may overstate legal effect, financial return, or safety.
6. **Money does not vote.** No donation, grant, or contribution — in any amount, from any source — purchases governance weight, access, priority, or influence of any kind.
7. **Transparency is the default state.** Everything the Foundation holds, receives, spends, decides, and vetoes is public. A Foundation with nothing hidden is a Foundation with nothing to raid.

§1.3 Relationship to the HPP Protocol

The Protocol is the rulebook and its organs — the Constitution, the Federation Council, the Arbitral Layer, the Consent Registry, gCP. **The Protocol touches no external money.** The Foundation is the Protocol's only lawful point of contact with the legal order of its jurisdiction. The vocabulary is binding on all Foundation materials: *the Federation* means the Protocol's global governance layer; *a Foundation* means this national legal entity. The two words are never interchangeable, in any language, on any page.

The Foundation's accreditation, and its continued existence *as an HPP Foundation*, depends on conformity to this Manifest, judged — never by the Foundation itself — by the Arbitral Layer of the Protocol (Whitepaper Article XII, §15.6).

II. LEGAL FORM

§2.A (Core Text) — The Form the Law Gives, Pointed at the Mission

The Foundation shall be constituted as a nonprofit, asset-locked, non-distributing legal entity in the form that the law of [JURISDICTION] provides for purpose-bound charitable or public-benefit entities. Whatever the local form, the statute must guarantee, as conditions of accreditation:

1. **Asset lock.** No part of the Foundation's assets or income may be distributed, directly or indirectly, to any member, founder, director, officer, or donor, except as capped, published, operational compensation for services actually rendered.
2. **Purpose lock.** The assets are irrevocably dedicated to the purposes of Section VI-A, and on dissolution pass only as Section IX provides — never to private hands.
3. **Legal capacity.** The entity can own real property, receive donations and grants, employ staff, contract, sue, and be sued in its own name.
4. **Binding arbitration clause.** The statute must name the Protocol's Arbitral Layer — seat, governing law, and scope — so that its findings on accreditation, veto compliance, prohibition breach, and devolution are enforceable in external courts as arbitral awards (Whitepaper §12.2.1). **A Foundation whose statute lacks this clause cannot be accredited; a Foundation that removes it forfeits accreditation automatically on the day of the amendment.**
5. **Publication of the filed statute.** The definitive filed text, and every amendment, is published on-chain and on the Foundation's public ledger within 30 days of adoption, with a clause-by-clause conformity map against this Manifest.
6. **Member register and digital assembly.** The statute provides for the member register (Libro Soci or jurisdictional equivalent) and may provide that the Assembly convenes and votes through the Protocol's on-chain platform, subject to the jurisdiction's law on remote participation. Only registered natural persons hold deliberative voting rights; the platform admits a vote only where both the registry entry and protocol personhood are verified. The Foundation publishes, for every assembly conducted through the platform, an assembly-grade record — convocation notice, eligible-roster snapshot, tally, and outcome — sufficient to minuted deliberation and to contest (Whitepaper §15.4, §15.11).
7. **Positive board execution; no automatic disbursement.** The board holds the full powers of administration the law provides, among them the duty to execute the Assembly's deliberations and the duty to refuse the unlawful with public motivation within 21 days, naming the law or purpose clause relied upon. No treasury movement — on-chain or off — occurs without an act of the board, and the signatories of every Foundation account, including any multisig, are its identified directors. The reduction of the board to a passive or veto-only role is a defect of conformity, not a design option: a Foundation whose statute so provides cannot be accredited (Whitepaper §15.4).
8. **One person, one vote; no vote cast for another.** Every Foundation-scope ballot — every Assembly act of the Foundation — is one person, one vote over the Foundation's registered members (Whitepaper §15.11). No weighted instrument runs in the Foundation scope, not even an

advisory one, and no balance, tier, donation, or holding purchases deliberative weight. No office casts a vote for anyone: each vote, ballot, voice, ratification, and refusal is signed by its own holder, with their own key, and the platform's surface records acts and never performs them (Whitepaper §15.11, §16.11).

§2.B — Jurisdictional Variants (adaptation notes, not Core Text)

The notes below identify the natural form per jurisdiction and the adaptation each requires. They are guidance, updated as law evolves; the jurisdiction legal opinion (§9.17 of the Whitepaper) is the authoritative mapping at accreditation time.

United States — Wyoming DUNA (Decentralized Unincorporated Nonprofit Association).

Wyoming's DUNA framework (Wyoming Statutes, Title 17, Chapter 32) is the reference form for this Manifest: a nonprofit unincorporated association recognized for groups that coordinate through decentralized governance. It provides legal personality, limited liability for members, capacity to hold property and contract, and — critically for HPP — it is designed for organizations whose members vote through on-chain mechanisms, which maps directly onto Section III's execution architecture. Adaptation notes: the DUNA's governing-principles document is the natural home for the verbatim Core Text; the statute must still contain the asset lock, the binding arbitration clause, and the four prohibitions (§6.A) explicitly, because the DUNA form itself does not impose them; where the DUNA permits activities that generate income, the statute must restrict all surplus to the statutory purpose. A Wyoming DUNA seeking federal 501(c)(3) recognition should treat the IRS organizational and operational tests as an additional layer of constraint, never as a substitute for this Manifest. *Local counsel must confirm current statutory text and any amendments to the DUNA chapter in force at filing.*

United States — other states. Where no DUNA-equivalent exists, use a nonprofit corporation with member voting rights mirroring Section III; the same asset lock, arbitration clause, and prohibitions apply. States with benefit-LLC or unincorporated nonprofit association acts may serve where they preserve the five guarantees of §2.A.

Germany — eingetragener Verein (e.V.) with gemeinnützige purpose. A registered association recognized as gemeinnützig (tax-privileged public benefit). Adaptation notes: the Satzung must dedicate assets to the gemeinnützige purpose and name the devolution recipient (§9.A) because German law requires a liquidation-beneficiary clause; the Arbitral Layer arbitration clause is enforceable under German arbitration law if drafted with a definite seat and rules; member voting architecture maps naturally onto the Mitgliederversammlung. The four prohibitions must be stated in the Satzung's own words, not by reference.

Italy — Ente del Terzo Settore (ETS), registered in the RUNTS. The reference form is a Fondazione ETS or Associazione ETS (per the model of Fondazione HPP Italia, the Protocol's first Foundation). Adaptation notes: the divieto di distribuzione degli utili and the devoluzione vincolata are already law of the form — the statute restates them in its own voice anyway; tax treatment of donations (art. 83 CTS) is claimed openly as the legal order certifying public benefit, never framed as draining a treasury; compensation caps and transparency obligations of the Third Sector Code apply as a floor, with this Manifest's rules as the stricter ceiling.

France — association loi 1901 (reconnue d'utilité publique where scale permits) or fonds de dotation. Adaptation notes: a simple association loi 1901 suffices for most programmes; endowment-scale asset holding (land, housing) points to the fonds de dotation; the asset lock must be drafted explicitly because the loi 1901 default permits some distributions unless excluded.

United Kingdom — Charitable Incorporated Organisation (CIO) or charitable company limited by guarantee. Adaptation notes: the Charity Commission's public-benefit requirement maps onto §6.A; the CIO constitution must contain the dissolution clause naming the devolution path (§9.A) and must exclude any power of amendment that could touch the unamendable clauses (§10.A) — Charity Commission consent procedures do not substitute for the Manifest's amendment rules, and the stricter of the two applies; non-partisan issue advocacy is permissible within Charity Commission guidance on campaigning, political campaigning for or against parties or candidates is not.

Switzerland — Verein (Art. 60 ff. ZGB) or Stiftung (Art. 80 ff. ZGB). Adaptation notes: the Verein is the natural form for member-governed Foundations and requires minimal formalities; the Stiftung suits endowment-style asset holding but has no members — where a Stiftung is used, the member-deliberation layer must be contractually bound through the arbitration clause and the execution architecture (§3.A) so that the members still command; Swiss tax exemption requires the irrevocable dedication of assets, which aligns with the asset lock; the arbitration clause is fully enforceable under Swiss law.

Netherlands — Stichting or Vereniging. Spain — asociación / fundación. Estonia — MTÜ (nonprofit association). Singapore — Company Limited by Guarantee with charity registration. Canada — nonprofit corporation under the NFP Act with charity registration where applicable. In each: the five guarantees of §2.A govern, the jurisdiction legal opinion maps the closest lawful form, and every divergence is published.

Generic rule for any other jurisdiction. Choose the form that maximizes, in this order: (1) enforceability of the asset lock and bound devolution; (2) enforceability of the binding arbitration clause naming the Arbitral Layer; (3) member-governance capacity; (4) tax treatment of donations. Where the strongest form on (1)–(2) lacks member governance, contract the member layer in via arbitration. Where no local form can hold real property transparently, the Foundation does not incorporate until it can: a Foundation that cannot lock its assets is not a Foundation.

III. GOVERNANCE STRUCTURE

§3.A (Core Text) — The Members Command, the Board Executes, the Law Bounds

1. **Members.** Membership is open to every verified human member of the hubs of the Foundation's jurisdiction, and to anyone the members admit by deliberation. One human, one voice (Whitepaper §11.7): this is an anti-multiplication rule — no one may hold, proxy, borrow, or simulate more than one membership voice, and any mechanism that multiplies a voice is void.

2. **On-chain deliberations are binding instructions.** Deliberations of the verified members, reached through the Protocol's governance mechanisms within the statutory purpose, bind the board to execution. The board executes them, with every power and duty the law gives it; its one ground for declining is the duty to refuse the unlawful of Section V — illegality or breach of the statutory purpose — and nothing else. Not prudence, not preference, not timing.
3. **Trustees / Directors.** Directors are elected by member vote for fixed terms of **two years**, renewable by re-election, **maximum three consecutive terms**, and are **recallable at any time** by member vote. Compensation, if any, is capped by a published schedule and **published to the cent**. No director may hold any interest in any supplier, contractor, or counterparty of the Foundation without full public disclosure and recusal.
4. **Officers.** Executive officers are appointed by the board within member-set mandates and budgets, serve at the board's pleasure, and hold no independent discretion over programme selection, which belongs to the members.
5. **Sortition where applicable.** Oversight committees (audit liaison, transparency review, conflict-of-interest panels) are composed by **sortition from the membership** — random selection among qualified volunteers — for one-year, non-renewable terms, so that no oversight role can be captured by campaigning, patronage, or seniority.
6. **Recall mechanisms.** Any director, officer, or oversight member may be recalled by member vote at any time, without cause, on a published petition of the lesser of 10% of members or 50 members, followed by a deliberation. Recall takes effect immediately upon the vote and is published within 24 hours.
7. **Meeting and record rules.** All deliberations, votes, and minutes are recorded on-chain or in a publicly readable ledger within 7 days. No binding decision may be taken in a session whose records are not public.

§3.B — Fiduciary Honesty Clause (adaptation note)

Directors carry personal fiduciary duties under the law of the jurisdiction, and no charter can oblige anyone to perform an unlawful act. The Manifest resolves this honestly rather than wishing it away: the board's duty of obedience to member deliberations is bounded by law and by the statutory purpose — and that boundary is made narrow, public, and reviewable through the duty to refuse of Section V. A discretion that costs nothing to exercise is not a guardrail; it is a governance layer no one voted for.

§3.C — Genesis Mode (adaptation note, added October 2026)

Constitutional basis. *Whitepaper §16.11 (Genesis Mode Amendment, v5.22). It is not Core Text; it records how the Constitution's own interim arrangement touches a Foundation. Where this subsection and the Constitution differ, the Constitution governs.*

While a single signer operates the Protocol — the operator of the smart-app — the Protocol runs in Genesis Mode: provisional authority, full publication, deferred review. For a Foundation that means three things, and no Core Text clause moves. **First**, the operator may *record* the Foundation's member

register, as its registrar, and may execute published rules; it does nothing else, and nothing in any member's name. **Second**, every vote, ballot, voice, ratification, and refusal is signed by its own holder — the members', directors', and delegates' own keys, never the operator's — and nothing takes effect before it is published on-chain (§2.A.8, §3.A.2). An Assembly act signed by anyone but the people it binds is no deliberation, and the board has nothing to execute. **Third**, Genesis Mode is bounded: it ends when custody, the administrative levers, and review have each passed to the organs the Constitution names; its end is itself a published act; and the first Arbitral Panel formed inherits review over every act done in it — a Foundation's included.

IV. PUBLISHING BALANCE PATTERN

This section is Core Text.

The Foundation operates under radical, continuous, structural transparency. Transparency is not a policy the board may relax; it is the publishing pattern the Foundation is built on, and failure to publish is itself a breach event.

1. **Real-time public ledger.** Every account, wallet, and instrument of the Foundation is registered on the public ledger of the Foundation. Every inflow and outflow is recorded with date, amount, counterparty class, programme assignment, and authorizing deliberation reference. Balances are visible at all times.
2. **The 30-day rule. Every financial transaction, governance decision, contract, and veto is published within 30 days of execution — at the latest.** Routine flows publish in real time; the 30-day line is the hard outer bound, and crossing it for any item triggers an automatic transparency-review inquiry and a public breach notice.
3. **Quarterly conversion-velocity report.** Per programme, per quarter: donations received, assets deployed, and the time between the two. The health metric of a Foundation treasury is **conversion velocity, not size** — a growing war chest is a temptation and a target; a flowing stream is a mission.
4. **Mandatory public ledgers.** The Foundation maintains and publishes: (a) the treasury ledger; (b) the decision ledger (every deliberation, vote, veto, recall); (c) the asset register (every durable asset, with title reference and provisioning assignment); (d) the compensation register (every payment to any director, officer, or contractor, to the cent); (e) the accreditation conformity map (clause-by-clause against this Manifest, updated at every amendment).
5. **Audit frequency.** An independent external audit of the accounts is commissioned **annually** and published in full within 60 days of completion. The transparency-review committee (sortition, §3.A.5) may commission a special audit at any time, at Foundation expense.
6. **Inspection without cause. Any member may inspect any record of the Foundation — accounts, contracts, invoices, minutes, correspondence with authorities — at any time, without stating a cause, without board approval.** Denial or obstruction of a member inspection is a breach event reviewable by the Arbitral Layer and grounds for recall of any officer responsible.

Personal data of donors and third parties is redacted only to the extent mandatory privacy law requires — and the legal basis for every redaction is itself published.

7. **Donation identity silo.** Identity checks on donations (AML/KYC through regulated processors, as the law requires) are kept in a silo that shares **not one identifier** with the Protocol's Consent Registry — not a hash, not a salt, not a join key. Donors and signers are unlinkable even by the Foundation (Whitepaper §9.14). Breach of this silo is a breach of accreditation.
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V. VETO SYSTEM

This section is Core Text.

The veto system exists for one purpose: to make violations of the core principles *expensive to attempt and impossible to hide*, while making obstruction of lawful member decisions equally expensive. It operates at two levels — the board's duty to refuse the unlawful, and the founding members' principled-objection veto — and both are bounded by deadlines, publicity, and appeal. *(Conformity, coherence pass of October 2026: the Constitution no longer calls the board's side a veto — Whitepaper §15.4: "Refusing the unlawful is a duty, not a veto." This Section keeps its name so that every reference to "Section V" and to "the veto system" still resolves.)*

§5.1 The Board's Duty to Refuse the Unlawful (narrow, statutory; formerly "the Board Veto")

1. The board must decline to execute a member deliberation **only** on the ground of **illegality** under the law of [JURISDICTION], or **breach of the statutory purpose** (Section VI-A). No other ground exists. Not prudence, not preference, not timing — and a refusal on any other ground is itself a breach of the board's duty to execute (Whitepaper §15.4).
2. Every refusal must be **motivated publicly, on-chain, within 21 days** of the deliberation it declines, naming the specific law or the specific purpose clause relied upon; and the board must at the same time convene the Assembly and refer the matter to the Arbitral Layer for a compliance finding (§5.3). An unmotivated refusal, or one published late, is void on its face.
3. A refused deliberation does not die: it is suspended pending the escalation path of §5.3.

§5.2 The Founding-Member Principled-Objection Veto

Constitutional basis (added August 2026). *This clause is authorised by **Whitepaper §15.9**, the Founding-Member Conformity Objection. Until v5.8 it had none, and that was a real defect rather than a drafting nicety: the Manifest was operating an organ the governing text did not create, next to a §15.4 that then said board discretion was one narrow veto and "nothing else" (§15.4 has since been reframed as a duty to refuse, without moving any of its guarantees). §15.9 resolves it by naming what this power is and is not — a right to halt a cited breach of the Core Text and compel review, never board discretion, never a vote, never property, never saleable. Where this clause and §15.9 differ, §15.9 governs.*

1. **Who holds it.** Every founding member of the Foundation — the natural persons named as founders in the filed statute — holds a personal, non-transferable, non-inheritable power of principled objection. This power lapses on the founder's death, resignation, or removal for cause by Arbitral Layer finding; it cannot be sold, delegated, or pooled.
2. **What it reaches.** Any founding member may lodge a principled objection against **any action or inaction of the Foundation that violates the Core Text of this Manifest** — the non-negotiable principles (§1.2), the four prohibitions (§6.A.2), the publishing obligations (Section IV), the scope of use (Section VI), the financial architecture (Section VIII), or the devolution clause (Section IX).
3. **Form and deadline.** The objection must be lodged within **21 days** of the publication of the challenged action, must cite the specific clause violated, and must state the remedy sought. It is itself published within 24 hours of lodging.
4. **Effect.** A validly lodged objection **suspends** the challenged action pending resolution. Actions already executed are suspended from further effect to the extent reversible.
5. **Timeout mechanics.** If the objection is not resolved within **42 days** of lodging — by withdrawal, by remediation, or by Arbitral Layer finding — the objection escalates automatically to the Arbitral Layer (§5.3). Silence is never consent, and it is never acquittal either: the clock runs toward the forum, not toward the act.
6. **Abuse control.** An objection lodged without a cited clause, or a pattern of objections found frivolous by the Arbitral Layer (three adverse findings), suspends the founder's objection power for 24 months. A veto that costs nothing to abuse is not a guardrail; a veto that costs nothing to exercise is not one either.

§5.3 Escalation to the Arbitral Layer

1. Every board refusal, and every founding-member objection unresolved at its 42-day timeout, goes to the **Arbitral Layer of the Protocol** for a compliance finding (Whitepaper §12.2), enforceable against the Foundation through the binding arbitration clause of §2.A.4.
2. **Standing.** The following may file: the party whose deliberation was refused, or the objecting party; the hubs of the jurisdiction, jointly or severally; any member class of the Foundation's hubs; and any founding member.

3. **Interim measures.** Filing suspends the challenged act unless the Panel finds serious and irreparable risk in suspension. The Panel may order interim preservation of assets pending findings.
 4. **Remedies are restorative.** The Panel applies the literal text of this Manifest and the Constitution (constitutional literalism, Whitepaper §9.10): it does not review the wisdom of lawful acts, does not amend the Manifest, and orders restoration — execution of the refused deliberation, reversal of the prohibited act, removal of the officer, restitution of the asset — never punishment beyond removal and restitution.
 5. **Findings are published** on the Foundation's decision ledger within 7 days of receipt, unabridged.
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VI. SCOPE OF USE

§6.A (Core Text) — The Verbatim Scope of Use

The Scope of Use below is reproduced **verbatim** in the bylaws of every accredited Foundation, in the form published as the separate instrument **HPP-FOUNDATION-SCOPE-OF-USE.md**, with only the placeholders [JURISDICTION] and [DATE] adapted. It is incorporated here by reference and has the same force as every other Core Text section. It defines what the Foundation **CAN** do (permitted activities) and what it **CANNOT** do (prohibited activities), and its prohibitions are enforced through the veto system (Section V), the accreditation regime (§6.B), and the binding arbitration clause (§2.A.4).

The four statutory prohibitions, summarized here and stated in full in the Scope of Use instrument:

1. **No cash-out.** Nothing the Foundation holds is ever converted back into money for any private party. Assets may be transformed — land into greenhouse, sun into kilowatts — never liquidated for distribution.
2. **No personal profit.** No dividends, no distributions, no benefit to founders, donors, directors, or officers beyond capped, published operational compensation.
3. **No tokens for donations, ever; no token speculation of any kind.** A donation buys nothing, mints nothing, and touches no token — no UBD, no CP, no gCP, no reputation, no tier, no governance weight, now or later, in any amount. The Foundation does not hold, sell, trade, manage, custody, or speculate in tokens or cryptocurrency for investment or speculative purposes, and holds no gCP, ever. [Corrected August 2026 — see the note below.] The sole exception is a tokenised stable instrument held briefly as operational treasury liquidity under the concentration ceilings of §8.A.3: never as an investment, and never as a substitute for any Protocol token.
4. **No donor governance.** Money does not vote. The use of every donated unit is decided by the verified members — one human, one voice — never by donation size.

And the conduct prohibitions: **no investment advice**, ever, to anyone; **no political campaigning or lobbying** for or against any party, candidate, or referendum outcome — non-partisan issue advocacy consistent with the charitable purpose is permitted where the law of the jurisdiction allows it; **no activity outside the statutory purpose**, however worthy, however popular; and **no published rate** — no Foundation material, in any language, may publish, endorse, adopt, cite as authoritative, or imply an

exchange rate between any Protocol token and any external currency, in any form and for any purpose, because a published rate is the external benchmark the Constitution forbids unamendably (Whitepaper Art. V §5.6, Art. VII §7.3, Art. IX §9.19, Ch. 8 §8.11). [Added August 2026 — see §6.C.]

Correction note (added August 2026). Item 3 above previously read "does not hold, sell, trade, manage, custody, or speculate in tokens of any kind, for any purpose" — an absolute ban that directly contradicted §8.A.3 below, which permits holding "any tokenised stable instrument... for operational necessity" under the concentration ceilings. Both clauses are Core Text, and one of them (this one, via §10.A.3) is unamendable, so the contradiction could not be left standing. Resolved by narrowing the ban to what the Constitution itself actually forbids Foundations: holding any **Protocol token** (UBD/CP/gCP/reputation/tier/governance-weight) in any amount, ever, and holding any token or cryptocurrency **for investment or speculative purposes**. Transient custody of a tokenised stable instrument as operational treasury liquidity — the same narrow exception the Constitution allows at Whitepaper §15.5 — is not speculation and was never meant to be swept in by "for any purpose." The unamendable clause at §10.A.3 is corrected to match (see the note there).

§6.B — Enforcement with Legal Teeth

The Scope of Use is not a wish list. It is enforced through five independent mechanisms, any one of which is sufficient:

1. **Statutory force.** The Scope of Use is written into the filed statute; breach is a breach of the legal entity's own constitution, actionable by members and, where the law provides, by the state charity supervisor or attorney general.
2. **Accreditation.** Breach of any prohibition is grounds for revocation of accreditation by the Arbitral Layer — and loss of accreditation triggers the devolution of Section IX.
3. **The veto system.** Any founding member may suspend a breaching action by principled objection (§5.2); any member may petition the Arbitral Layer directly.
4. **The arbitration clause.** Arbitral findings on prohibition breaches are enforceable in the courts of [JURISDICTION] as arbitral awards.
5. **Fiduciary and criminal law.** Directors who execute prohibited acts act outside the statutory purpose and outside their authority — with the personal-liability consequences the law attaches to that.

§6.C — What v5.15 Added, and the Two Duties It Gives the Foundation (added August 2026)

***Constitutional basis.** This subsection is authorised by **Whitepaper Art. XV §15.10** (the Paired Entity) and **Art. IX §9.19** (lawful commerce and the taxpayer's own valuation), both ratified in v5.15, together with the hub typology of **Ch. 3 §3.3** and the home-hub restriction of **Art. V §5.9**. It is not Core Text; the operative clauses live in the Scope of Use instrument (§6.A), where they are reproduced verbatim. Where this subsection and the Constitution differ, the Constitution governs.*

The hub typology is three, not four. Through v5.14 the Constitution named Geographic, Affinity, Diaspora and Experimental hubs, and no clause read the answer. v5.15 re-cuts the ground along the one line with economic consequences — **territory** — and makes the declaration binding. **Geographic** hubs are the only type that may be a member's home hub and therefore the only type that mints dignity income. **Operational** hubs are organised around work rather than a place: no home hub, no dignity income, and — this is where the Foundation's new duty arises — external counterparties, contracts, and invoices under national law. **Company** hubs are firms inside the Protocol: no home hub, no dignity income, and no protocol allocation of any size. Affinity, Diaspora and Experimental are retired as types. Nothing in this typology gives the Foundation a power over any hub; it tells the Foundation which hubs create a legal need it must serve, and it bears on §8.A.2's deployment of provisioning, which is stated in Scope of Use A.4.

Duty one: the model statute for Paired Entities, and the conformity check. Article XV §15.10 reopens, for operational hubs only, a question Appendix F.4's supersession settled in v5.5 — and it reopens it on liability rather than on cost. Without a Paired Entity the jurisdiction's Foundation is the only lawful signatory for every operational hub's commerce, which would put the community's land, greenhouses, clinics and housing behind one hub's supplier dispute: **an asset lock that a creditor's judgment can reach through is not an asset lock**. The Foundation therefore **publishes a model statute** whose operative clauses are non-negotiable, and **checks each proposed Paired Entity's filed statute against it**. A Paired Entity pairs 1:1 with exactly one operational hub, handles **fiat only**, **holds no token of any class at any moment**, and its fiat may never enter any minting, allocation, conversion, cap, tier, reputation, or governance computation of the Protocol. It carries the §12.2.1 arbitration clause and the bound devolution of Section IX, pointed at the Foundation. It is **not a Foundation and may never be called one** (§1.3's terminology rule binds here with full force), is not accredited under §15.6, holds no primacy, does not count toward the number of Foundations in the jurisdiction, and **may not solicit, accept, or hold a donation from any party, in any amount, ever** — donations remain the exclusive business of the accredited Foundation, one jurisdiction, one audit surface. The conformity check is not a licence: **revocation belongs to the Arbitral Layer alone**, never to the Foundation that recognised the entity, because a board that could revoke would be the licensor of every trading community in its country.

Duty two: the jurisdiction tax opinion, before mandatory acceptance binds anyone. The Constitution makes acceptance of dignity income mandatory for food stores, artisans and services, and through v5.14 it said nothing about tax. Art. IX §9.19 answers that silence, and the answer costs the Foundation a piece of work: a **tax opinion for the jurisdiction, commissioned by the Foundation**

and published in full, before mandatory acceptance binds any member trading as an enterprise there, reviewed every **52 weeks** or on any material change of law. Where no opinion is published, or where the published opinion says the treatment is unavailable or unresolved, mandatory acceptance **does not bind** an enterprise in that jurisdiction. That deliberately makes the duty weakest exactly where the opinion is late, and the Foundation is to say so plainly rather than let the obligation be assumed: the alternative is a constitutional duty to commit a tax offence, and §1.2.5 — truth before recruitment — permits no such duty to exist. Its cost is an ordinary fiat cost of the kind §8.B already contemplates.

And the thing the Foundation must never supply, which is the one every enterprise will ask for. The nearest working precedent for a non-convertible circuit files its taxes at parity — one credit published as one euro — and that single number is what makes its members' invoicing trivial. The Protocol cannot lay that beam: a published fiat rate is the external benchmark Art. V §5.6 forbids, and Art. VII §7.3 places §5.6 beyond amendment at every threshold. **The Foundation supplies records, never rates.** A taxpayer values their own receipt under their own law, as with any payment in kind, and no Foundation values it for them. The cost is real and is stated rather than discovered: enterprises inside the circuit carry heavier accounting than they would with a rate, some will decline on that basis, and some jurisdictions stay closed until an opinion says otherwise. The Protocol prefers that to an amended §5.6.

VII. COPY/PASTE COMPLIANCE

This section is Core Text, and it is the rule that makes the network of Foundations one network.

1. **The verbatim obligation.** Every satellite Foundation must reproduce in its own statute and bylaws, **verbatim and in full**, the Core Text of this Manifest — Sections I, II-A, III-A, IV, V, VI-A, VII, VIII-A, IX-A, X-A — together with the separate Scope of Use instrument (`HPP-FOUNDATION-SCOPE-OF-USE.md`).
2. **The only permitted substitutions** are the bracketed placeholders **[JURISDICTION]**, **[DATE]**, **[FOUNDATION NAME]**, and **[REGISTRATION NUMBER]**, and the insertion of the jurisdictional annex (Section II-B equivalent) prepared for the Foundation's jurisdiction. Nothing else. Not a comma, not a synonym, not a "clarification."
3. **Translation rule.** Where the statute must be filed in the local language, the translation is prepared under the Foundation's jurisdiction legal opinion, and the English Core Text prevails in interpretation to the maximum extent local law permits. The translation, the translator, and the conformity certification are published.
4. **Loss of recognition.** Any satellite Foundation that modifies the Core Text loses its **recognition as an HPP Foundation on the day the modification is adopted**, automatically, without need of a declaration. The Arbitral Layer records the fact; the public register of accredited Foundations is updated; the devolution clause of Section IX engages. Recognition can be sought anew only by re-filing a conforming statute and completing a full new accreditation.

5. **The conformity map.** Every Foundation maintains, as part of its public ledgers (Section IV.4(e)), a clause-by-clause map of its filed statute against this Manifest, updated at every amendment, certified in the jurisdiction legal opinion at accreditation and at every material change.
 6. **Version pinning.** Statutes are adopted against a named version of this Manifest (this text: **v1.0**). When the Manifest itself is amended under Section X, Foundations have 12 months to bring their statutes into conformity with the new version — except that no amendment may ever impose a change to an unamendable clause (§10.A.3), and any purported amendment that does is void on its face.
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VIII. FINANCIAL ARCHITECTURE

§8.A (Core Text) — Money In, Matter Out, Nothing Else

1. **How funds flow in.** The Foundation's income consists exclusively of: (a) **donations** from natural or legal persons, accepted under the four prohibitions; (b) **grants** from public or private grantors whose conditions are compatible with the Core Text — a grant conditioned on influence, token issuance, or deviation from purpose is refused; (c) **income genuinely incidental** to the statutory purpose (e.g., venue fees for Foundation events at cost-recovery rates), where local law permits, always surplus-locked to the purpose. **Never:** token sales, token issuance, token receipts of any kind, investment products, lending at interest to the public, or commercial activity unrelated to the purpose.
2. **How funds flow out.** Expenditure flows exclusively to: (a) **programme delivery** — the physical commons and services of Section VI-A; (b) **UBD-adjacent subsidies** — the provisioning (food stores, energy, housing) that makes dignity income spendable in the hubs, deployed as community assets, never as cash to private parties; (c) **grants to hubs** in the form of assets and provisioning, never tokens, never unrestricted cash convertible to private benefit; (d) **operational costs** — staff, administration, audit, legal — capped by a published schedule and published to the cent.
3. **Treasury discipline — transparency, not speculation.** Liquidity is held conservatively and specifically in **insured bank deposits and short-term sovereign instruments of the Foundation's jurisdiction**. Nothing else qualifies as a holding place for a community's donations. If any tokenised stable instrument is held at all for operational necessity, the concentration ceilings apply by analogy: **no more than 15% with any single counterparty, and at least 20% in issuer-less form**. A Foundation that gambles the community's donations has betrayed the community once before spending a cent.
4. **Reserve requirements.** The Foundation maintains an operating reserve of **no less than 3 and no more than 12 months** of published operational costs. The floor protects continuity; the ceiling enforces conversion velocity. Reserves above the ceiling at two consecutive quarterly reports constitute a breach event unless justified by a published, member-approved acquisition plan.

5. **Multisig custody.** Treasury instruments are held under **multi-signature or equivalent dual-control custody** with published signers, published quorum rules, and no single human ever able to move value alone.
6. **Conversion velocity as the health metric.** The time between donation received and asset deployed is published quarterly per programme (Section IV.3). The measure of the treasury is how fast it empties into hectares, roofs, and panels — never how full it stands.

§8.B — Jurisdictional Notes (adaptation, not Core Text)

Tax receipts, donation deductibility, grant-reporting formats, and audit thresholds follow the law of [JURISDICTION]; the jurisdiction legal opinion maps them at accreditation. Separately from that accreditation opinion, and on the same model, the Foundation commissions and publishes the **jurisdiction tax opinion** of §6.C — the analysis of how members trading as enterprises are taxed on receipts in circuit tokens — before mandatory acceptance binds any of them, reviewed every 52 weeks or on material change of law; its cost is an ordinary operational cost, published to the cent like any audit or legal fee. Charitable-tax treatment is claimed openly wherever the law grants it, and framed for what it is: the legal order itself certifying, receipt by receipt, that what the community builds is public benefit. No Foundation material may frame tax relief as draining a treasury or taking energy from the state. The Protocol wins by building.

IX. DISSOLUTION & CONTINUITY

§9.A (Core Text) — Bound Devolution

1. **Upon revocation of accreditation or dissolution** — voluntary, administrative, or judicial — **all assets of the Foundation pass to the accredited successor Foundation of the jurisdiction** or, failing one, to another accredited HPP Foundation designated by the Arbitral Layer — **never into liquidation for distribution, never into private hands.** This clause is irrevocable, is stated in the filed statute in the strongest form local law permits, and where local law already imposes bound devolution to charitable purposes, this clause points it at the network.
2. **Second-Foundation procedures.** If the hubs of the jurisdiction petition the Arbitral Layer for the accreditation of a second Foundation alongside the primary, or for re-chartering after capture, the Arbitral Layer's finding governs the allocation of programmes, provisioning assignments, and — where revocation follows — assets. Partition disputes go to the Arbitral Layer, never to the Council, never to the Foundation itself (Whitepaper §12.2, §13.10).
3. **Member exit rights.** Dissolution changes nothing about the members' rights: every member may exit at any time before, during, and after any dissolution process, with their reputation and standing intact; no dissolution procedure may be used to delay, condition, or penalize exit. Members' personal data is handled per the silo rules (Section IV.7) and destroyed or transferred only as mandatory law requires.

4. **Continuity of provisioning.** To the maximum extent the law permits, dissolution proceedings must prioritize uninterrupted operation of dignity-critical provisioning (food stores, housing, energy) until transfer to the successor is complete. Not even the death of an institution can scatter what a community has built.

§9.B — Adaptation Note

Where local law requires naming a specific devolution beneficiary at filing, the statute names the successor mechanism of §9.A.1 in the closest enforceable form and publishes the divergence. Where local law gives the charity supervisor discretion over devolution, the binding arbitration clause and the published register are the Foundation's evidence of the designated successor.

X. AMENDMENT PROCESS

§10.A (Core Text) — How This Manifest Changes, and What Never Changes

1. **Amendable clauses.** Any clause not listed in §10.A.3 may be amended by: proposal published on the Protocol's public governance channels; a **26-week discussion period**; approval by **two-thirds of the accredited Foundations' member deliberations**; and conformity certification by the Arbitral Layer that the amendment does not touch an unamendable clause. Amendments take effect 13 weeks after certification, against a new named version of the Manifest.
2. **Statute-level amendments.** A Foundation may amend its own statute's jurisdictional annex and non-Core provisions by member deliberation, board execution, and refiling — provided the conformity map (§7.5) is updated within 30 days and no amendment touches Core Text. Any statute amendment that touches Core Text is a modification under §7.4: recognition is lost on the day of adoption.
3. **Unamendable clauses.** The following are beyond any amendment procedure, at every level, forever. Any purported amendment touching them is void on its face, and any Foundation adopting such an amendment loses recognition on the day of adoption:
 - the non-negotiable principles of §1.2;
 - the one-way valve: donations in, physical commons out, and nothing else (§1.1, §8.A);
 - the four statutory prohibitions (§6.A);
 - the prohibition of Protocol-token issuance for donations, and of token speculation or investment-purpose holding, trading, or advice — subject to the narrow operational-liquidity exception of §8.A.3 (§6.A); [corrected August 2026 — see the note at §6.A]
 - the prohibition of political campaigning and lobbying (§6.A);
 - the prohibition of any published exchange rate between any Protocol token and any external currency, in any form and for any purpose (§6.A, §6.C); [added August 2026] — and this one is beyond amendment for a reason that does not depend on this list at all: it is the Constitution's

own unamendable Art. V §5.6 applied to a new fact pattern, so repealing this line would not permit a rate. The convenience is not one vote away; it is not any number of votes away;

- the publishing obligations: the 30-day rule, the public ledgers, member inspection without cause, the donation-identity silo (Section IV);
- the veto system and escalation to the Arbitral Layer (Section V);
- the copy/paste compliance rule and automatic loss of recognition (Section VII);
- bound devolution — assets never to liquidation or private hands (§9.A);
- this unamendability clause itself.

4. **No workaround.** There is no "foundational tier" that opens these clauses, no emergency procedure that suspends them, and no interpretation that narrows them. Constitutional literalism governs (Whitepaper §9.10): where this Manifest's text is genuinely silent, the only legitimate response is amendment under §10.A.1 — never reinterpretation, judicial, executive, or technical.

§10.B — Adaptation Note

Where the law of [JURISDICTION] reserves amendment powers to a regulator (e.g., Charity Commission consent for CIO constitutional changes), the regulator's procedure is followed *in addition to* this Section, never instead of it. The stricter of the two processes always applies.

CLOSING

A Foundation is the least glorious organ of the Protocol and the one the law can touch. It holds land so the ledger doesn't have to pretend it can; it signs contracts so the community doesn't have to pretend it doesn't need them; it publishes everything so that no one ever has to trust it. Its health is measured by how fast its treasury becomes greenhouses, roofs, and kilowatts; its legitimacy by the members' continued, asked-for consent; its honesty by the veto it is afraid to use.

Every human being has value. Every community has sovereignty. Consent is asked — every day.

HPP Foundation Manifest v1.0 — July 2026, conformed to Whitepaper v5.15 in August 2026 (see §6.C) and to Whitepaper v5.22 in October 2026 (see §2.A.8, §3.A.2, §3.B, §3.C, Section V). Core Text sections: I, II-A, III-A, IV, V, VI-A, VII, VIII-A, IX-A, X-A. Companion instrument: HPP-FOUNDATION-SCOPE-OF-USE.md. Authoritative interpretation: the HPP Constitution (Whitepaper v5.22, Book IV), Articles IX, XII, XV and XVI.