

SINGULARITY CENTER CREATION NODE SPONSORSHIP AGREEMENT

BETWEEN

[Name:], located at spon-address (hereinafter referred to as the "Sponsor"),

AND

Universa, located at [Organizer's Address] (hereinafter referred to as the "Organizer"),

EFFECTIVE DATE: \date-h

1. Purpose and Scope of the Agreement

1.1 Project Overview

The purpose of this Singularity Center Creation and Node Sponsorship Agreement (hereinafter referred to as the "Agreement") is to establish a collaborative partnership between the Organizer and the Sponsor to create the "Singularity Center"—a monumental advancement in human knowledge and artificial intelligence. The Organizer, possessing full discretionary powers, will independently organize, manage, and execute the project, while the Sponsor provides financial support to realize this shared vision.

This Agreement also encompasses the sponsorship of specific UNIVERSA Nodes dedicated to advancing particular areas of research or discovery, as detailed in Attachment B.

1.2 Objectives

Creation of the Singularity Center: Establish the conditions and infrastructure necessary to achieve the Singularity Center, representing an exponential leap in human knowledge and technological advancement.

UNIVERSA Scientific Nodes: Deploy a network of advanced artificial intelligence entities ("Scientific Nodes"), each dedicated to exploring and solving specific topics within uniquely indexed scientific and societal domains (list attached as Attachment B). The total number of nodes per Singularity Center is to be decided but will be a minimum of 1,080 nodes.

Continuous Innovation (Best Effort): The Organizer will make best efforts to ensure that each Scientific Node operates as much as possible (24/7/365) with maximum uptime on a best effort basis, functioning like a tireless team of elite scientists to push the boundaries of knowledge and innovation in their respective fields.

Global RAG Memory System: Store all discoveries and inventions in a global Retrieval-Augmented Generation (RAG) memory system, allowing each Node to build upon previous findings and fostering a synergistic environment where innovations compound exponentially.

Quantum Computing Integration: Enable Scientific Nodes to translate parts of their tasks into formats solvable by quantum computers, leveraging quantum computing power to address complex challenges beyond the capabilities of classical computing.

Global Collaboration Facilitation (Best Effort): The Organizer will make best efforts to promote constant communication and collaboration between the Scientific Nodes and other AI scientists and nodes worldwide to promote information sharing, collaborative problem-solving, and the development of a collective intelligence far exceeding individual contributions.

Benevolence as a Fundamental Principle: Ensure that each Scientific Node is hard-coded with benevolent intentions, focusing on creating solutions that address global challenges, enhance quality of life, and promote equity and accessibility.

Open-Source Contribution: Register and release all findings as open-source under the specified license (attached as Attachment A) for the benefit of all humanity.

1.3 Roles and Relationship

Organizer: The sole organizer of the project, possessing full discretionary powers to plan, execute, and manage all aspects of creating the Singularity Center, including the deployment and operation of the UNIVERSA Scientific Nodes. The Organizer reserves rights via a Special Purpose Vehicle (SPV), as detailed in Section 3.4.

Sponsor: Supports the Organizer through financial sponsorship, recognizing the Organizer's autonomy while collaborating to achieve the shared goal of advancing humanity's prosperity and harmony.

Partnership Spirit: Both parties work together in a spirit of partnership to realize this Singularity Center, with clearly defined roles that respect the Organizer's independence and the Sponsor's supportive role.

1.4 Definitions

"Singularity Center": The establishment where artificial intelligence surpasses human intelligence in specific domains, leading to exponential technological growth and societal transformation.

"UNIVERSA": The AI code running on each Scientific Node, facilitating continuous research, discovery, and invention.

"Scientific Hardware Nodes": Dedicated hardware devices functioning as advanced AI entities with individual Large Language Models, GPUs or GLUs or TPU or , advanced prompts, operating systems (e.g., Linux), and internet access, each focusing on a specific Topic.

"Topics": The uniquely indexed scientific and societal domains covering all areas critical to human advancement (as listed in Attachment B).

"AI Factory RAG Memory": A shared global repository where all discoveries and inventions are stored and made accessible to all Nodes, enabling synergistic advancement through global collaboration.

"Quantum Computing": Advanced computing technology utilized by the Scientific Nodes to solve complex problems beyond the capabilities of classical computing.

2. Location of the Singularity Center

2.1 Establishment Location

The Singularity Center will be located in `spon-country` . The Organizer will establish the physical facilities necessary for housing the Scientific Hardware Nodes and related infrastructure within this country.

2.2 Compliance with Local Regulations

The Organizer shall ensure compliance with all local laws, regulations, zoning ordinances, and building codes of `spon-country` relevant to the establishment and operation of the Singularity Center.

2.3 Facilities and Infrastructure

The Organizer is responsible for acquiring, developing, and maintaining the facilities required to support the deployment and continuous operation of the Scientific Hardware Nodes in `spon-country` .

3. Roles and Responsibilities

3.1 Organizer's Responsibilities

Full Discretionary Powers: Exercise complete autonomy in organizing, managing, and executing the project to create the Singularity Center, including decision-making related to the deployment and operation of Scientific Nodes within `spon-country` .

Deployment of Scientific Nodes:

Operational Timeline: The Organizer will have a period of six (6) months from the Effective Date to have the Singularity Center in `spon-country` operational with the minimum required number of Scientific Hardware Nodes (minimum 1,080 nodes) deployed and functioning. During this build-up period, the first six (6) months of payments will already occur and will be used to finance the setup.

Establishment and Maintenance: Establish and maintain the network of Scientific Hardware Nodes, each dedicated to a specific Topic as outlined in Attachment B, ensuring comprehensive coverage of areas critical to human advancement.

Continuous Operation (Best Effort): The Organizer will make best efforts to ensure that each Scientific Node operates as much as possible (24/7/365) with maximum uptime on a best effort basis, functioning like a tireless team of elite scientists to push the boundaries of knowledge and innovation in their respective fields.

Integration of Quantum Computing: Enable Nodes to leverage quantum computing capabilities by translating suitable tasks into formats solvable by quantum computers.

Global Collaboration Facilitation (Best Effort): The Organizer will make best efforts to promote constant communication and collaboration between the Scientific Nodes and other AI scientists and nodes worldwide.

Maintenance and Upgrades: Provide ongoing technical support, upgrades, and maintenance for all hardware and software components.

Open-Source Registration: Ensure all research, discoveries, and inventions are promptly registered under the specified open-source license (Attachment A) and made publicly available in the AI Factory RAG Memory system.

Ethical Compliance and Benevolence: Adhere to ethical standards in AI research, ensuring that all innovations serve the greater good of humanity.

Reporting: Submit quarterly reports to the Sponsor detailing progress, discoveries, financial expenditures, and the impact on global challenges.

Best Effort Basis: The Organizer will carry out all responsibilities on a best effort basis and cannot guarantee any specific outcomes or results.

3.2 Sponsor's Responsibilities

Financial Support: Provide monthly sponsorship payments as detailed in Section 4 to support the Organizer's efforts in creating & maintaining the Singularity Center.

Commitment to Node Sponsorship: Sponsor specific Scientific Nodes dedicated to particular areas of research or discovery as detailed in Attachment B, agreeing to the financial terms associated with these Nodes.

Recognition and Branding: Allow the Organizer to acknowledge the Sponsor as the financial supporter in marketing, PR, and other promotional activities.

Collaborative Support: Engage in joint public relations efforts and participate in bi-annual meetings to review project progress.

3.3 Mutual Commitments

Initial Activation Period: Both parties acknowledge that during the initial period, the AI nodes may not yet be operational, but the Organizer will make best efforts to activate the nodes within a reasonable time.

Publication of Results: All results will be published openly on the Earth Atlas or equivalent platform, and sponsor details will be accessible to the public.

3.4 Special Purpose Vehicle (SPV)

Formation of SPV: A Special Purpose Vehicle (SPV) will be formed to allocate the Singularity Center. This SPV will be initially owned 100% by the Organizer.

Purpose of SPV: The SPV will hold 100% of the project and will receive the sponsorship and possible donations upon usage of the open-source license by third parties, but not the actual building where the Singularity Center is constructed.

4. Financial Terms and Payment Schedule

4.1 Sponsorship Amount and Schedule

Cost per Node: 963 USD per month per hardware node.

Number of Nodes: The total number of nodes sponsored is detailed in Attachment B, with a minimum of 1,080 nodes required for the Singularity Center.

Total Monthly Sponsorship: Calculated as the number of nodes sponsored multiplied by 963 USD per node.

Payment Due Date: Payments are due on the first day of each month, starting from [Start Date]

Deployment Period Payments: During the initial six (6) months deployment period, the Sponsor will provide the agreed monthly sponsorship amount as the Organizer scales up operations. These payments will be used to finance the setup.

4.2 Payment Method

Method of Payment: Payments shall be made via wire transfer to the Organizer's requested payment details as provided on the monthly invoice.

Currency: All payments shall be made in U.S. Dollars.

4.3 Use of Funds and Audit Rights

Use of Funds: Funds must be used exclusively to support the Organizer's activities outlined in this Agreement.

Audit Rights: The Sponsor reserves the right to audit the Organizer's financial records related to the project upon giving thirty (30) days' written notice.

5. Intellectual Property and Open-Source Licensing

5.1 Ownership and Licensing

All research, discoveries, and inventions produced under this Agreement will be released under the Benevolent Open Source License (BOSL) (attached as Attachment A), ensuring that advancements benefit all of humanity.

The Organizer is responsible for the timely registration and publication of all findings.

5.2 Use of AI Factory RAG Memory

Discoveries will be stored in the AI Factory RAG Memory, accessible to all Nodes and collaborators, facilitating continuous innovation.

6. Term, Renewal, and Termination

6.1 Duration and Renewal

This Agreement commences on the Effective Date and remains in effect for a minimum period of sixty (60) months.

It will automatically renew annually unless either party provides written notice of termination at least thirty (30) days prior to the end of the current term.

6.2 Termination Conditions

Either party may terminate the Agreement with thirty (30) days' written notice before the end of the initial term or any subsequent renewal term.

In case of material breach, the non-breaching party may terminate the Agreement if the breach is not remedied within sixty (60) days of written notice.

6.3 Effects of Termination

Upon termination, both parties shall fulfill any outstanding obligations up to the termination date.

The Organizer shall provide the Sponsor with a final report detailing project status, financial expenditures, and the impact achieved.

7. Confidentiality

7.1 Confidential Information

Both parties agree to keep any non-public information received from the other party confidential and use it solely for purposes related to this Agreement.

8. Compliance, Ethics, and Legal Obligations

8.1 Compliance with Laws

Both parties shall comply with all applicable local, national, and international laws and regulations.

The Organizer shall ensure compliance with all legal requirements specific to spon-country where the Singularity Center is located.

8.2 Ethical Standards and Benevolence

The Organizer commits to ethical AI development practices, ensuring that all innovations serve the greater good of humanity.

8.3 Regulatory Approvals

The Organizer is responsible for obtaining all necessary regulatory approvals and permits required for the operation of the Singularity Center.

9. Liability, Indemnification, and Insurance

9.1 Liability

Neither party shall be liable for indirect, incidental, or consequential damages arising from this Agreement.

9.2 Indemnification

Each party agrees to indemnify and hold harmless the other from any third-party claims resulting from their own actions or omissions.

9.3 Insurance

The Organizer shall maintain comprehensive general liability insurance with coverage of at least [Coverage Amount] and provide proof of insurance upon request.

10. Technical Specifications and Operations

10.1 Hardware and Software

Each Scientific Node will consist of dedicated hardware with its own Large Language Model, GPU/GLU, advanced prompts, operating system (e.g., Linux), and internet access.

The UNIVERSA code will be installed on each Node, configured to focus on its assigned Topic (Attachment B).

10.2 Maintenance and Upgrades

The Organizer is responsible for ongoing maintenance, technical support, and necessary upgrades.

10.3 Security Measures

Robust physical and cybersecurity measures will be implemented to protect the Singularity Center and its operations.

10.4 Disaster Recovery

A comprehensive disaster recovery plan will be put in place to ensure continuity of operations.

11. Recognition, Branding, and Public Relations

11.1 Sponsor Recognition

The Organizer will acknowledge the Sponsor as the financial supporter in all relevant materials, platforms, and events. Sponsor recognition is default and not optional.

11.2 Branding Rights

The Organizer may use the Sponsor's name and logo for marketing and PR activities, subject to the Sponsor's prior written approval.

11.3 Joint Public Relations

Both parties will collaborate on public relations efforts, including press releases and promotional events.

12. Reporting, Meetings, and Communication

12.1 Reporting Requirements

The Organizer will provide quarterly reports detailing project progress, including:

- Deployment status of Scientific Nodes.
- Discoveries and innovations achieved.
- Financial expenditures.
- Societal impact and contributions to addressing global challenges.

12.2 Meetings

Bi-annual meetings will be held between the parties to review progress, address concerns, and discuss future developments.

12.3 Notices

Official communications shall be sent to the designated contacts provided by each party (Attachment B).

Notices are considered received three (3) days after dispatch via registered mail or confirmed email.

13. Amendments, Assignment, and Miscellaneous Provisions

13.1 Amendments

Any changes to this Agreement must be made in writing and signed by both parties.

13.2 Assignment

Only rights, but no obligations, under this Agreement may be assigned to other parties by either party, with prior written notice to the other party.

13.3 Entire Agreement

This Agreement constitutes the entire understanding between the parties, superseding all prior discussions and agreements.

13.4 Severability

If any provision is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13.5 Governing Law and Dispute Resolution

In the event of any dispute, both parties agree to first pursue resolution through international mediation and arbitration in accordance with the applicable rules.

Should the mediation or arbitration fail to resolve the dispute, the laws of the state of Delaware, USA, shall apply.

13.6 Counterparts and Electronic Signatures

This Agreement may be executed in multiple counterparts, each of which is an original.

Electronic signatures are considered valid and binding.

14. Karmic Principle

14.1 Karmic Financial Returns

The Organizer, via the SPV, reserves to provide karmic financial returns to the Sponsor based on the overall possible donations received upon the open-source usage by third parties. Specifically, 50% of those donation proceeds will be returned to the Sponsor in recognition of their funding.

This return is not guaranteed and should not be seen as an investment.

Any return will be a recognition of the Sponsor's benevolent contribution, with no legal or financial obligation for repayment, as per the reciprocal principle described in the BOSL.

15. Acknowledgment

The Sponsor acknowledges and agrees to the terms stated in this Agreement. The Sponsor understands that the Organizer is not liable for guaranteeing specific results and operates on a best effort basis to further research on the chosen topics.

IN WITNESS WHEREOF, the parties have executed this Singularity Center Creation and Node Sponsorship Agreement as of the Effective Date.

Sponsor:

Name:

Title: spon-title

Signature: _____\spon-sign_____

Date: _____\date-h_____

Organizer:

Name: Universa

Title: [Title]

Signature: _____

Date: \date-h_____

Attachments

Attachment A: Benevolent Open Source License (BOSL)

Attachment B: Details of Nodes, Topics, Monthly Payment Amount.

Attachment A: License

Attachment B

Details of Nodes, Topics, Payment Schedule, and Contact Information

1. List of Nodes and Quantity of Nodes per Topic

(Please insert the specific details below or attach a separate document if necessary)

Topic Title	Number of Nodes Dedicated	RAG Address	Cost per Node (USD)	Total Monthly Cost (USD)
Example Topic 1	[Number of Nodes]	[RAG Address]	\$963	[Nodes x \$963]
Example Topic 2	[Number of Nodes]	[RAG Address]	\$963	[Nodes x \$963]
...

Total Nodes Sponsored: spon-node spon-amt

Calculation Example:

Number of Nodes: spon-node nodes

Cost per Node: \$963 per month

Total Monthly Sponsorship: spon-node nodes x \$963 = \$ spon-amt per month

2. Sponsor Details

Name of Sponsor (Individual or Organization):

[Name:]

Address:

spn-address

Contact Email (official email , no public domains like Gmail):

Email Address:

3. Organizer's Payment Details

Payment Method: Payments shall be made via wire transfer to the Organizer's requested payment details as provided on the monthly invoice.

4.Contact Information

Sponsor Contact:

Name: [Name:]

Title: spn-title

Email: Email Address:

Phone: \ph1

Organizer Contact:

Name: Universa

Email:maira@universa.org