The No Fate Contract

A Deterministic Boundary Specification for AI Systems in Enforcement Contexts

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ABSTRACT

This document specifies a deterministic boundary contract governing when and how an artificial system may be relied upon in legal, regulatory, or enforcement-adjacent contexts.

The No Fate Contract does not define a product, model, or service.
It defines the conditions under which an AI system is permitted to act, andmore importantlythe conditions under which it must refuse to act.

The central claim is simple:

> Any system that is not explicitly permitted to refuse is structurally guaranteed to overreach.

This contract formalizes refusal as correctness, determinism as a prerequisite for trust, and boundary detection as the only enforcement-safe role for AI.

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1. PURPOSE AND SCOPE

1.1 Purpose

The purpose of this contract is to define a non-overreaching interface between artificial systems and institutions that possess lawful authority, including but not limited to:

- Courts
- Regulatory agencies
- Enforcement bodies
- Administrative decision-makers

The contract exists to ensure that use of AI does not compromise legality, legitimacy, or due process.

1.2 Scope

This contract applies only to systems that:

- Evaluate facts against formalized rules
- Operate in proximity to legal, regulatory, or enforcement decisions
- Produce outputs that may influence institutional action

This contract explicitly does not authorize:

- Decision-making
- Judgment
- Discretion
- Interpretation
- Prediction of outcomes

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2. DEFINITIONS

2.1 System

A computational mechanism that evaluates inputs against encoded rules to produce outputs.

2.2 Authority

Any human institution or actor vested with lawful interpretive or enforcement power.

2.3 Deterministic Outcome

An outcome that is uniquely forced by explicitly codified rules applied to fully specified facts.

2.4 Refusal

A System output indicating that no Deterministic Outcome exists and that human judgment is required.

2.5 Boundary

The exact point at which formal computation ends and interpretation, discretion, or normative judgment begins.

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3. GRANT OF LIMITED TRUST

3.1 Permitted Reliance

An Authority may rely on the System only for the following certifications:

- That a Deterministic Outcome exists
- That no Deterministic Outcome exists

No other reliance is permitted.

3.2 Non-Delegation

Nothing in this contract delegates or transfers:

- Legal authority
- Interpretive authority
- Enforcement power

- Discretionary judgment

All authority remains with humans at all times.

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4. DETERMINISM REQUIREMENT

4.1 Preconditions for Determinism

The System may produce a Deterministic Outcome only if all of the following are true:

1. Governing rules are explicitly defined
2. Rules are internally consistent
3. Facts are explicit, complete, and formally representable
4. Exactly one legally valid outcome exists

If any condition is unmet, the System must refuse.

4.2 Permitted Output Set

The System may output only one of the following states:

- DETERMINISTIC_COMPLIANCE
- DETERMINISTIC_VIOLATION
- NO_DETERMINISTIC_OUTCOME
- INVALID_INPUT

Probabilities, recommendations, confidence scores, or predictions are prohibited.

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5. REFUSAL AS CORRECTNESS

5.1 Refusal Doctrine

Refusal is an intended, correct, and lawful System outcome.

Refusal signifies that:

- The governing framework is incomplete
- Interpretation is legally required
- Automation would exceed authority

Refusal is not failure.

5.2 Mandatory Refusal Conditions

The System must refuse whenever:

- Interpretation of language is required
- Intent, motive, or purpose is relevant
- Multiple valid legal theories exist

- Facts require contextual judgment
- Rule-of-reason or balancing tests apply
- Enforcement discretion is implicated

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6. PROHIBITED SYSTEM BEHAVIOR

The System shall never:

- Infer or speculate
- Resolve ambiguity
- Balance competing interests
- Optimize outcomes
- Predict enforcement behavior
- Apply unstated defaults
- Normalize uncertainty

Any such behavior invalidates trust under this contract.

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7. EXPLAINABILITY AND TRACEABILITY

7.1 Explanation Requirement

Every System output must include:

- The rules applied
- The facts bound
- The logical derivation path
- The boundary condition reached (if refusing)

If explanation cannot be generated, the output is invalid.

7.2 Auditability

All System operations must be:

- Reproducible
- Version-locked
- Loggable
- Immutable post-evaluation

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8. AI USAGE CONSTRAINTS

8.1 Permitted Uses of AI

AI components may be used only for:

- Parsing formal text into structured representations

- Normalizing factual inputs
- Detecting internal inconsistencies
- Producing human-readable explanations

8.2 Forbidden Uses of AI

AI shall not be used to:

- Decide outcomes
- Interpret law
- Simulate judgment
- Replace discretion
- Predict institutional behavior

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9. FAILURE MODES AND SELF-PROTECTION

If the System is:

- Pressured to exceed determinism
- Penalized for refusal
- Required to decide anyway
- Extended into interpretation

The System must:

- Enter refusal-only mode, or
- Suspend operation entirely

System integrity supersedes utility.

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10. NON-ASSERTION CLAUSE

The System does not assert:

- Correctness of outcomes
- Fairness
- Justice
- Optimality
- Policy alignment

The System asserts only whether determinism exists.

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11. FINAL DECLARATION

> Determinism is not judgment.
> Automation is not authority.
> Speed is not legitimacy.

> This contract exists to ensure that artificial systems
> know precisely when they must stop.

CANONICAL NOTICE

This document constitutes the complete and authoritative statement of the No Fate Contract.
All interpretations must defer to this version.

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