

The Libertarian Protocol Constitution (LPC)

Human Heritage Project

2025-07-08

The Libertarian Protocol Constitution (LPC)

Version 1.0

Section 1: Definitions

- **Contract:** A digital agreement between one or more parties, voluntarily signed, which defines shared rules, expectations, responsibilities, and procedures for dispute resolution.
- **Party:** A natural or juridic entity that has signed a specific version of a contract.
- **Juridic Entity:** An organization, business, collective, or representative structure that signs contracts on behalf of a legal framework. All juridic entities must be transparently identifiable.
- **Version:** A distinct, immutable instance of a contract, created when any modification is made to an earlier contract. All versions must include a changelog and clearly state what remains compatible with prior versions.
- **Forking:** The process of creating a new version of a contract or of this Constitution. Forks do not invalidate prior versions and participation in a forked version is always voluntary.
- **Bridge Contract:** A specific form of contract designed to govern interactions between parties operating under different contracts. Used to handle cross-contract disputes, collaborations, or shared environments.
- **Contract Category:** A foundational umbrella contract that governs all contracts related to a specific domain (e.g., civil, criminal, commercial, security). Each valid contract must:

- Declare its governing Category Contract,
 - Or fork from the Generic Category,
 - Or propose a new Category Contract by explicitly declaring itself as such.
- **Category Contract:** A Contract that declares itself as the governing standard for a specific type of interaction. Category Contracts must be registered publicly via a protocol registry or ledger and must define:
 - Their domain (e.g., civil rights, property, force, ecology),
 - Accepted judgment processes,
 - Identity and arbitration requirements,
 - Compatibility boundaries.
- **Generic Category:** A default category intended to be forked into new domain-specific Category Contracts. It provides minimal structure and exists to bootstrap novel categories.
- **Judgment:** The process of resolving a contract violation, to be carried out either by individuals who are signatories to the same contract version or by arbiters defined by its Category Contract. Participation in judgment is always voluntary unless explicitly pre-consented to.
- **Penalty:** A restorative action defined within a contract, agreed upon in advance, and intended to resolve harm or breach. Penalties must be restorative, not punitive.
- **Force Deployment:** A physical intervention carried out by a party acting under a Category Contract related to security or defense. Force Deployment must:
 - Be contractually authorized,
 - Or post-validated by a 2/3 vote of LPC signers (who choose to participate),
 - Comply with the Non-Aggression Principle (NAP),
 - Be recorded and available for post-judgment review.
- **Pro Bono Requirement:** Defense service providers must ensure that at least 10% of all Force Deployments are provided free of charge. If this quota is not met, the lowest-paying interventions of that cycle are refunded retroactively.
- **Priority Funding:** In cases where a judgment has authorized a Force Deployment, any party may contribute funds voluntarily to prioritize or accelerate enforcement. These bonuses must be logged and may not override legal restraint, arbitration, or NAP compliance.

- **Identity Provider:** A trusted third-party entity that verifies the identity of a natural or juridic person. Contracts that require identification must declare the Identity Provider used, and that entity is accountable for the validation.
- **Identity Layer:** The minimum proof-of-personhood required to participate in a specific contract role (e.g., judge, claimant, validator). Roles of higher consequence require stronger identity verification.
- **Territory Ledger:** A blockchain-based registry of physical property claims, landscapes, and space usage, used to resolve disputes related to property.
- **Foundational Contract:** A minimal fallback contract that offers basic definitions of bodily safety, freedom from coercion, and preservation of agency, which any person may rely on even if they reject all other contracts.

Section 2: Valid Contracts — Structure, Rules, and Lifecycle

To be valid under the Libertarian Protocol Constitution (LPC), a contract must fulfill the following structural and procedural criteria:

1. **Explicit Consent**
Every signer must opt-in freely and consciously. No contract is valid if signed under threat, deception, survival necessity, or coercion.
2. **Finite Duration or Clear Exit Clause**
All contracts must include conditions for exit or termination. Permanent or indefinite agreements are not permitted.
3. **No Consensual Non-Consent**
Contracts may not override an individual's basic rights to life, liberty, or agency. No person may validly sign away their freedom, bodily autonomy, or right to identity.
4. **Declared Contract Category**
Every contract must declare its governing Category Contract. This may be:
 - A known Category Contract (e.g., civil, penal, force),
 - A fork of the Generic Category,
 - Or a new proposed Category Contract that explicitly declares itself as such.

5. **Recognition of Category Contracts**

A Category Contract must:

- Declare itself explicitly as a Category Contract,
- Define its applicable domain (e.g., civil rights, ecology, legitimate use of force),
- Be publicly registered with an identity hash or immutable reference in the protocol ledger or recognized registry,
- Include arbitration and compatibility mechanisms for downstream contracts.

6. **Dispute Resolution Clause**

Contracts must define how disputes will be judged, including whether judgment will:

- Be internal to the contract,
- Use arbiters from a Category Contract,
- Or invoke a Bridge Contract for mixed-context adjudication.

7. **Identity Requirements**

If identity is required for enforcement or arbitration, the contract must:

- Declare which Identity Provider(s) it recognizes,
- Specify the required Identity Layer for each role.

8. **Versioning and Change Logs**

Any change to a contract must result in a new version. New versions must include:

- A changelog describing what changed,
- A rationale for the change,
- A statement of compatibility with prior versions,
- Examples to illustrate interpretation, where applicable.

9. **Encrypted or Private Terms**

Contracts may contain confidential or encrypted content and remain valid if:

- A public hash of the contract is published on-chain,
- The full terms are accessible to all signatories and to arbiters specified within the contract.

10. **Compatibility Clause**

Contracts must not contradict the Category Contract they declare. If any contradiction exists, the invoking contract must include:

- A Bridge Contract resolving the contradiction,
- Or a clear disclaimer invalidating the conflictual dependency.

11. Fallback to Foundational Contract

If a contract is dissolved, abandoned, or found to be logically inconsistent, signers may temporarily rely on the Foundational Contract for basic rights until a replacement contract is negotiated.

12. Language Clause

All contracts may be authored in any language. However, an English version must accompany each contract and will serve as the definitive reference in the event of dispute. If significant discrepancies exist between versions, the contract may be considered void or issued in bad faith.

13. Force Category Contract Adherence (if applicable)

Any contract that allows, defines, or requests physical enforcement must:

- Declare the Category Contract under which such enforcement is governed,
- Comply with the principles of the Non-Aggression Principle (NAP),
- Respect all rules of Pro Bono Enforcement, Post-Validation, and Priority Funding if invoking the Legitimate Use of Force category,
- Accept post-facto arbitration by judges qualified under the same Category Contract.

Section 2.1: Legitimate Use of Force — Category Contract Requirements

The use of physical force in any context under the Libertarian Protocol Constitution (LPC) must remain fully compliant with the principles of voluntarism, the Non-Aggression Principle (NAP), and mutual consent. To enable legitimate and transparent defensive operations, a dedicated Category Contract may be declared to govern the use of force. Any contract that references or invokes enforcement services must explicitly declare which Force Category Contract it uses. If omitted, force may not be used in its execution or defense.

A Category Contract for the Legitimate Use of Force must define the following:

1. NAP Compliance

All force deployments must: - Be pre-authorized in a contract signed by the involved parties, - Or be executed in response to an act that constitutes clear aggression under the NAP, - Or be post-validated by a supermajority vote as described below.

2. Supermajority Post-Validation for Emergencies

If force is used in an emergency without precontracted authority: - A **2/3 majority** of LPC signers (who explicitly choose to participate in the vote) must

validate the use post-factum, - Validation must occur within a transparent, time-bound window (e.g., 10 days), - If validation fails or is not sought, the deployment may be ruled illegitimate and subject to penalty.

3. Pro Bono Enforcement Quota

Defense agencies or parties providing enforcement services under this Category must: - Provide **at least 10%** of force deployments free of charge, - If no qualifying cases exist during a judging cycle, the **lowest-paying cases are refunded** and retroactively considered pro bono.

This rule ensures access to justice and protection regardless of wealth.

4. Priority Funding

When a judgment authorizes a Force Deployment (e.g., removal from illegitimately occupied land), any third party may: - Voluntarily provide **priority funding** to accelerate enforcement, - Such funding must be transparently logged and never override arbitration, identity, or ethical constraints.

5. Transparency and Logging

Every Force Deployment must be: - Publicly logged with a timestamp and reference to the enabling contract or judgment, - Associated with an Identity Provider and accountable enforcement party, - Subject to post-deployment arbitration if challenged.

6. Identity and Arbitration

All agents performing enforcement actions must: - Meet the Identity Layer defined in the Category Contract, - Be subject to arbitration by judges within the same contract category or a compatible Bridge Contract.

7. Abuse Prevention and Termination

The Category Contract must include: - Clear rules for disqualification of abusive agents or agencies, - Optional third-party watchdog or review contracts, - Rules for terminating force relationships via contract withdrawal or dispute escalation.

8. Forkability and Competition

Multiple versions or forks of the Force Category Contract may coexist. Each must: - Be clearly versioned, - State compatibility with the original or other forks, - Not claim exclusivity or monopoly over the use of force in the LPC ecosystem.

Section 3: Arbitration and Judiciary Protocols

The resolution of disputes under this Constitution must reflect the principles of voluntarism, clarity, mutual consent, and accountability. Arbitration is not a right granted by force, but a responsibility accepted by free agreement.

1. Judiciary Roles

- **Judge:** A signer qualified to interpret contracts and resolve disputes. Must be a signatory of the invoking contract or a referenced Category Contract. Judges must meet any Identity Layer required by that contract.
- **Advocate:** An optional supporting role in a dispute, chosen by a party involved. No special permissions are required unless dictated by the contract.
- **Prosecutor:** A specialized role, applicable only in contracts or categories related to criminal or penal matters. Prosecutors must meet the same Identity Layer requirements as judges and must operate under a recognized Category Contract (e.g., Penal or Force).
- **Mediator (optional):** A neutral party selected by one or more participants to facilitate agreement before formal judgment.

2. Eligibility to Judge

- Judges must be:
 - Signers of the disputed contract,
 - Or qualified arbiters listed in the referenced Category Contract,
 - Or authorized via a Bridge Contract between two compatible contract structures.
- Judges must meet all declared Identity Layer thresholds.
- Participation in arbitration and judgment is always voluntary unless pre-consented via contract.

3. Judgment Structure

- Hearings must be cryptographically logged and stored with immutable hash references.
- Hearings may be public or private, as defined by the contract.
- All participants must be notified of their rights, including the option to request:
 - Advocate presence,
 - Mediation,
 - Identity verification of opposing parties.
- Hearings may occur in real-time or asynchronously, depending on platform tools or contract provisions.

4. Funding and Priority of Disputes

- Any party may fund the resolution of a dispute.
- Funded disputes may be prioritized, provided that:
 - No less than 10% of a judge’s casework in any judging cycle is performed for free (see Pro Bono Rule below),
 - If this quota is not met, the lowest-funded disputes in that cycle are refunded and judged retroactively as free cases.
- **Payout Distribution (standardized but overridable by contract):**
 - 20% goes to a public fund used to:
 - * Maintain protocol infrastructure,
 - * Refund harmed parties in case of a reversed judgment.
 - 80% is distributed among the judging agents.
 - If a judgment is overturned later, the original payees may be asked to return their portion. Refusal is logged publicly.

5. Arbitration Markets and Volunteer Systems

- Individuals and entities may register publicly as arbitration providers under any Category Contract.
- Volunteers may resolve disputes freely, and their actions may contribute to reputation.
- Arbitration providers may:
 - Charge for services,
 - Accept donations,
 - Participate in funded pools,
 - Operate as open guilds or private agencies.

6. Dispute Recording and Precedence

- Every judgment must cite:
 - The version of the contract used,
 - The Category Contract (if applicable),
 - The bridge (if cross-category arbitration was needed).
- Previous rulings are non-binding but may be cited as context or guidance.
- When a dispute reveals a contradiction or ambiguity in the contract, the maintainers of that contract are encouraged (but not obligated) to issue a new version with clarification.

7. Conflict of Interest Prohibition

- No person may arbitrate a dispute in which they:
 - Are a direct party,
 - Have a known financial or reputational interest in the outcome (unless this is disclosed and accepted by all parties).
- Defense providers who may be involved in executing a ruling must not act as judges in that same case unless explicitly accepted by both parties and recorded publicly.

8. Accessibility and Safeguards

- Arbitration systems and platforms operating under LPC should offer:
 - Clear onboarding and procedural guidance,
 - Language translation where possible,
 - Notification and scheduling systems accessible to all parties.
- All interfaces must support:
 - Public record of judgments,
 - Identity verification of judges (if applicable),
 - Judgment audit trail for future challenges.

Section 4: Property, Territory, and the Ledger Protocol

The Territory Ledger is an optional, blockchain-based system for registering claims to physical property, land use, or environmental stewardship. It supports transparency and dispute resolution without requiring state systems or force monopolies.

Participation in the Ledger is voluntary but strongly recommended for defensible property claims under the LPC framework.

1. Territory Ledger Definition

- The Territory Ledger is a decentralized, publicly auditable registry of physical claims, usage rights, and ownership declarations.
- Each Ledger entry must include:
 - Geographic coordinates or boundary markers,
 - Intended use or structure type (e.g., residence, agriculture),
 - A link to the signer’s Identity Contract,
 - A timestamp and contract reference.
- Ledger entries are immutable in structure but can be superseded by new versions reflecting:
 - Transfers of ownership,
 - Dispute outcomes,
 - Environmental or structural changes.

2. Registration Requirements

To register territory, a claimant must: - Sign a property-related contract that complies with this Constitution, - Include verifiable boundary data or coordinates, - Declare a recognized Identity Provider, - Provide any relevant ownership history or conflicts, - Choose a Category Contract for adjudication (default: Civil or Property category).

3. Disputes Over Territory

- Disputes must cite the relevant Ledger entry ID and contract reference.
- Judgments must be made under a valid contract and, if applicable, a recognized Category Contract (e.g., Civil, Force).
- If the dispute requires physical enforcement (e.g., eviction), the judgment must:
 - Explicitly authorize Force Deployment,
 - Reference the **Legitimate Use of Force Category Contract**,
 - Adhere to its requirements for transparency, identity, arbitration, and NAP compliance.

4. Transfer of Ownership

- Transfers of land or rights must be:

- Formalized as a new version of the original entry,
- Signed by both parties or authorized by judgment,
- Optionally notarized or time-locked,
- Anchored to an immutable transaction ID (e.g., blockchain reference).

5. Public Use and Non-Ownership Zones

- Any area marked as public domain or commons must be explicitly labeled as such.
- No exclusive ownership claims may be made on registered public land.
- Bridge Contracts may define use policies for shared or overlapping zones.

6. Unregistered Land

- Land not registered in the Ledger is considered unclaimed.
- Claimants may register it if:
 - No valid entry preexists,
 - They fulfill registration and Category Contract requirements.
- Disputes on unregistered land default to the Foundational Contract and optionally to the Civil or Force category.

7. Ledger Interoperability

- The Ledger must support:
 - Machine-readable formats (e.g., JSON, RDF),
 - Visual rendering via mapping APIs,
 - Export and integration with external registries.

8. Verification and Fraud

- False claims, coordinate forgery, or identity abuse are contract violations.
- Penalties may include:
 - Entry invalidation,
 - Restitution to harmed parties,
 - Identity Provider disqualification.

9. Role in Other Contracts

- Any contract referencing physical property must:
 - Cite the relevant Ledger entry (if applicable),
 - Declare dispute resolution methods,
 - Reference a Category Contract (e.g., Civil, Force) to handle enforcement if needed.
- Priority funding mechanisms may be offered to accelerate lawful Force Deployments following a valid judgment.

10. Evolution of Property Rights

- Participants may fork or extend property-related contracts to include:
 - Ecological requirements,
 - Cultural protections,
 - Shared ownership models.
- All forks must retain compatibility with the Property Category Contract (or explicitly declare incompatibility with justification).

Section 5: Identity, Reputation, and Role Access

Identity and reputation are voluntary but critical components of contract enforcement, arbitration, and participation in sensitive roles. The LPC does not impose identity verification universally, but it recognizes that certain roles and actions — such as judgment or physical enforcement — require higher levels of proof and accountability.

1. Identity Contracts

Any person or juridic entity that wishes to perform judgment, arbitration, contract execution, or Force Deployment must: - Publish an **Identity Contract**, which includes: - A unique persistent identifier and public key, - A chosen Identity Provider, - A signed timestamp, - Optional disclosures (jurisdiction, pseudonym linkage, public record of past contracts or judgments).

Identity Contracts serve as the basis for trust, accountability, and role eligibility.

2. Identity Providers

- Identity validation may be delegated to voluntary providers (companies, DAOs, collectives).
- These providers are accountable for verification errors and may be penalized by contracts that depend on them.
- Identity Providers may be specialized by domain (e.g., civil, penal, defense).
- Contracts must clearly declare which providers they recognize and at what Identity Layer.

3. Proof Requirements by Role

- **Basic participation** in contracts may require no identity at all.
- **Sensitive or high-consequence roles** (e.g., Judge, Prosecutor, Defense Agent) must meet the Identity Layer requirements defined in:
 - The contract being enforced,
 - The relevant Category Contract (e.g., Force, Penal).

Higher Identity Layers may include: - Multi-party validation, - Biometric or cryptographic proof, - Historical contract traceability, - Social graph confirmation or reputation audits.

4. Reputation System

Reputation is decentralized and opt-in. Individuals and entities may: - Earn endorsements or tags based on contract history, - Display reputation metadata through their Identity Contract, - Choose to hide or revoke their history (with consequences for eligibility).

Reputation may be: - Publicly queried during arbitration or contract negotiation, - Used as a soft gating mechanism for critical roles, - Voluntarily accepted or ignored depending on contract definitions.

5. Role Access Permissions

Contracts and Category Contracts must define: - Who may serve in specific roles (e.g., Judge, Arbitrator, Defense Agent), - What Identity Layer is required for each role, - Whether roles are self-assigned, elected, appointed, or licensed.

Force Deployment roles must always require identity and must declare their operating Category Contract (e.g., “Legitimate Use of Force v1.0”).

6. Revocation and Disqualification

- An individual may revoke their own identity or reputation at any time.
- If actively involved in unresolved disputes or ongoing enforcement, temporary disqualification from judgment or defense roles may be enforced until matters are resolved.
- Identity Providers may also revoke or suspend validation, which must be logged and made publicly visible.

Category Contracts may define additional: - Watchdog systems, - Peer review panels, - Automatic or community-triggered disqualification mechanisms.

7. Cross-Contract Identity Recognition

Contracts may reference identities or roles defined in other contracts or categories. To be valid: - The cross-recognition must be **explicit and traceable**, - The originating Identity Provider must be trusted by the receiving contract, - Bridge Contracts may be used to resolve interoperability.

Example: A Judge qualified under a Civil Category may be accepted as an Arbiter in a Force Category case if a valid bridge allows it.

8. Anonymity and Pseudonymity

The LPC respects pseudonymous participation — especially in contracts that do not require trust, arbitration, or enforcement.

However: - No role that involves judgment, force, or irreversible contract execution may require a pseudonymous party to act **against a non-signatory** without identity disclosure. - Contracts that require identity must say so explicitly and must provide an acceptable Identity Provider framework.

Section 6: Forking, Compatibility, and Protocol Evolution

The LPC is designed for transparent evolution through forking. No contract, version, or protocol rule may be changed retroactively or unilaterally. All growth, refinement, and divergence must happen in public and preserve historical traceability.

Forking is a core feature — not a flaw — of voluntary coordination.

1. Immutability

- Contracts and this Constitution may never be altered once published.
- Updates must be issued as **new versions**, with:
 - A unique version tag or ID,
 - A changelog,
 - A rationale.
- Previous versions remain fully valid for those who continue to use them.

2. Forking Process

Any party may fork: - A contract, - A Category Contract, - This Constitution.

Forks must: - Be explicitly declared as forks, - Include a changelog of all differences, - State compatibility with the source (full, partial, or incompatible), - Be published with a unique identifier (e.g., hash, signature).

3. Migration Between Versions

- Participation in a new version or fork is always **voluntary**.
- No signer of a previous version is automatically bound to a fork.
- Migrating parties must explicitly sign or acknowledge the new version.

4. Compatibility Tagging

Forks must state: - Which clauses are **identical** to the previous version, - Which clauses have been **modified, added, or removed**, - Whether a **Bridge Contract** is required for interoperability.

This ensures downstream contracts can reason about trust boundaries and arbitration paths.

5. Rationale Requirement

All forks must provide a **written rationale**: - Explaining the motivation, - Clarifying the problem it solves or principle it upholds.

Forks without meaningful rationales may still exist but may be ignored in dispute resolution or arbitration.

6. Deprecation and Abandonment

- Older versions may be **deprecated** by their authors, but never deleted.
- Deprecated contracts may display warnings or compatibility notes.
- Users of deprecated versions accept known limitations and risks.

7. Forking of Category Contracts

Category Contracts (e.g., Civil, Penal, Force) may be forked to reflect: - New philosophical alignments (e.g., stricter NAP adherence), - Different arbitration models (e.g., guild-based vs. open), - Evolving use cases (e.g., ecological property extensions).

Forked Category Contracts must: - Declare themselves as such, - Use distinct names or version tags, - Clearly state whether they are compatible with or diverge from other forks, - Remain non-monopolistic — no Category Contract may prevent others from declaring similar domains.

Example: Two competing “Legitimate Use of Force” contracts may coexist. Each contract that invokes enforcement must choose which version it relies on.

8. Historical Preservation

All contracts, versions, forks, and changelogs must be: - Stored immutably (e.g., via blockchain or distributed ledger), - Available for review, citation, and dispute resolution, - Traceable across time and compatible with archiving standards.

The LPC protocol encourages decentralized indexing systems and public mirrors to ensure that no valid contract is lost to time, corruption, or censorship.

Section 7: Final Provisions and Meta-Clause

Nature of This Constitution

The Libertarian Protocol Constitution (LPC) is not a law, statute, or instrument of state.

It is a voluntary protocol for transparent human coordination.

It defines: - The structural logic of digital agreements, - The ethical boundaries of participation, - The framework for conflict resolution and enforcement.

No person is ever obligated to sign, follow, or respect this Constitution unless they voluntarily choose to do so.

Category Contracts and Philosophical Scope

All Category Contracts declared under this Constitution must: - Remain non-monopolistic, - Operate within the boundaries of voluntary association and non-aggression, - Be open to inspection, forking, and replacement by better ideas or stronger moral clarity.

No Category Contract is universal — each contract that invokes one must explicitly declare its alignment.

The LPC supports a pluralist future with parallel structures, mutual aid, and peaceful divergence.

Integration with the Human Heritage Contract

The LPC is a formal extension of the **Human Heritage Contract**, and must remain compatible with its axioms, including:

- The inherent value of conscious agency,
- The right to self-ownership,
- The non-initiation of force,
- The freedom to coordinate or disengage.

In the event of a fundamental contradiction between a contract under the LPC and the Human Heritage Contract, the Human Heritage Contract takes precedence.

No Assumed Authority

No individual, DAO, platform, or collective is authorized to speak on behalf of the LPC.

All uses, forks, integrations, and extensions are by **personal initiative and consent**.

Anyone may implement the LPC.

Anyone may fork the LPC.

No one may impose it.

Use of Language

The LPC may be translated into any language.

However, the **English version is definitive** in the event of dispute over meaning or interpretation.

If a discrepancy between versions appears intentional, the affected contract may be voided or deemed issued in bad faith.

Citation and Public Use

This Constitution may be cited, referenced, mirrored, or embedded without restriction.

It may be included in software, posted publicly, used in arbitration, or integrated into legal systems voluntarily.

It is and always shall be:

“The Libertarian Protocol Constitution (LPC), Version 1.0”

Preservation and Permanence

This document — and all valid forks, versions, and references — should be: - Preserved across multiple decentralized systems, - Anchored on blockchain(s), content-addressable networks, or similar technologies, - Available for future civilizations to understand the ethical protocols of a free people.

The LPC is not a doctrine. It is not a government.

It is a tool — a permanent invitation to cooperate freely.

End of Constitution