

The Libertarian Protocol Constitution (LPC)

Human Heritage Project

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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:** The domain or type under which a contract falls, such as civil, criminal, commercial, marital, or social. Each contract must declare a category. If none applies, it must declare itself as 'Unspecified'. Each category may define different norms for adjudication and evidence.

- **Judgment:** The process of resolving a contract violation, to be carried out either by individuals who are signatories to the same contract version, or — if explicitly stated within the contract — by signatories of a relevant contract category. However, the category contract must not contradict the invoking contract’s terms, and participation in judgment remains voluntary.
- **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.
- **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, 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 identity.

4. **Defined Contract Category**
Every contract must declare a contract category (e.g., civil, penal, social). If none apply, it must be marked as ‘Unspecified’.
 5. **Dispute Resolution Clause**
Contracts must specify how and by whom disputes will be resolved. If relying on a category contract for judgment, the contract must state this explicitly and ensure compatibility with that category.
 6. **Identity Requirements**
If identity validation is required, the contract must declare its chosen Identity Provider(s). These providers bear shared responsibility in the event of fraudulent claims.
 7. **Versioning and Change Logs**
Any alteration to a contract must result in a new version. The new version must include:
 - A changelog describing what changed,
 - A rationale for the change,
 - A statement of what remains the same,
 - Examples to illustrate interpretation.
 8. **Encrypted or Private Terms**
Contracts with confidential content may still be valid if registered with a public hash on-chain, while terms remain accessible only to involved parties and specified arbiters.
 9. **Compatibility Clause**
Contracts relying on other contracts (e.g., for judgment) must ensure their terms do not contradict the referenced contracts.
 10. **Fallback to Foundational Contract**
If a contract fails or dissolves without resolution, signers may rely on the Foundational Contract as a temporary safeguard while a new agreement is negotiated.
 11. **Language Clause**
Contracts may be authored in any language. However, an English version must accompany each contract and will serve as the primary reference in the event of disputes. If significant discrepancies exist between the original and English versions, the contract may be voided or considered to have been issued in bad faith.
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Section 3: Arbitration and Judiciary Protocols

The resolution of disputes under this Constitution must reflect the principles of voluntarism, clarity, and accountability.

1. Judiciary Roles

- **Judge:** A signer qualified to interpret contracts and resolve disputes. Must be part of the contract or its specified category and meet required Identity Layer.
- **Advocate:** An optional supporting role for any party in a dispute, chosen by that party.
- **Prosecutor:** May exist in penal or criminal category contracts and is bound by the same rules as the judge in identity verification and neutrality.
- **Mediator (optional):** A neutral intermediary facilitating resolution before formal judgment.

2. Eligibility to Judge

- Must be a signatory of the specific contract or a referenced category contract (if explicitly allowed).
- Must meet the declared Identity Layer.
- Participation is voluntary.

3. Judgment Structure

- Hearings must be logged and stored with immutable record hashes.
- Public or private as per contract.
- Parties informed of rights (e.g., to request advocate or mediator).
- Hearings may be asynchronous or real-time.

4. Funding and Priority of Disputes

- Any party may fund a dispute.
- Funded cases may get priority.
- At least 10% of cases judged by an entity must be free.
- If this quota isn't met, lowest-ranking funded cases are refunded and judged as free.
- **Payout Distribution:**
 - 20% to public fund
 - 80% to judges/arbitrators
 - If a ruling is overturned, refunds may be requested and refusal logged publicly.

5. Arbitration Markets and Volunteer Systems

- Anyone may register as an arbitration provider.
- Judges may accept donations or fees.
- Volunteers may resolve cases freely and build reputation.

6. Dispute Recording and Precedence

- Each case must reference the contract version.
- Previous rulings are not binding but may be cited.
- If ambiguity is revealed, contract maintainers must update.

7. Conflict of Interest Prohibition

- No judging of one's own disputes.
- No financial or reputational bias unless disclosed and accepted by both parties.

8. Accessibility and Safeguards

Interfaces should offer: - Guidance and onboarding - Language translation (where possible) - Notifications and scheduling

Section 4: Property, Territory, and the Ledger Protocol

The Territory Ledger is an optional, blockchain-based system for registering property.

1. Territory Ledger Definition

- Public, blockchain-based record of physical claims.
- Entries include location, use, and identity linkage.
- Entries are immutable but versionable.

2. Registration Requirements

To register territory: - Sign a property contract, - Provide coordinates, - Use an Identity Provider, - Include relevant ownership history.

3. Disputes Over Territory

- Must reference Ledger ID.
- Judgment based on history, agreements, public recognition.
- Use Bridge Contracts for boundary/access issues.

4. Transfer of Ownership

- Must be a new version of entry,
- Signed by both parties,
- Optionally notarized,
- Time-stamped and immutable.

5. Public Use and Non-Ownership Zones

- Public zones must be marked.
- No exclusive claims on public land.

6. Unregistered Land

- Considered unclaimed.
- Can be claimed by registration.
- Disputes default to Foundational Contract and Bridge Contracts.

7. Ledger Interoperability

- Must work with various systems and formats.

8. Verification and Fraud

- Fraud is a contract violation.
- Penalties include restitution and disqualification of responsible parties.

9. Role in Other Contracts

- Any property-based contract must reference Ledger.
- Conditions (e.g., safety) may be added as clauses.

10. Evolution of Property Rights

- New versions of property contracts must include history, conflict resolution, and optional Bridge Contracts.

Section 5: Identity, Reputation, and Role Access

Identity is voluntarily assumed and layered by contract role sensitivity.

1. Identity Contracts

- Includes unique ID, public key, Identity Provider, timestamp, and optional disclosures.

2. Identity Providers

- Third-party, accountable if negligent.
- Contracts must specify which providers they accept.

3. Proof Requirements by Role

- Basic roles may need no ID.
- Sensitive roles require stronger proof (e.g., biometric, multiparty, social graph).

4. Reputation System

- Decentralized and optional.
- May be displayed, revoked, or hidden.

5. Role Access Permissions

- Defined by contracts: who, how, and what proof is needed.

6. Revocation and Disqualification

- Participants may revoke identity.
- Cannot judge with pending unresolved claims.
- ID Providers may revoke validation transparently.

7. Cross-Contract Identity Recognition

- May define cross-recognition.
- Must be explicit and revocable.

8. Anonymity and Pseudonymity

- Pseudonymity respected.
- Identity required only where stated.

Section 6: Forking, Compatibility, and Protocol Evolution

Change must happen through transparent forking.

1. Immutability

- Contracts and this Constitution cannot be modified once published.
- Updates = new versions, old versions stay valid.

2. Forking Process

- Anyone may fork.
- Must include changelog, compatibility statement.

3. Migration Between Versions

- Participation is voluntary.
- No automatic binding to forks.

4. Compatibility Tagging

- Forks must state:
 - What's identical,
 - What's changed,
 - Whether a bridge is needed.

5. Rationale Requirement

- Forks must provide reasons for existence.

6. Deprecation and Abandonment

- Old versions may be marked deprecated, never deleted.

7. Forking the LPC Itself

- Cannot be amended.
- Forks = new constitutions with declarations of change.

8. Historical Preservation

- All versions and changelogs must be immutably preserved.

Section 7: Final Provisions and Meta-Clause

Nature of This Constitution

The LPC is a protocol, not law or authority.

Integration with the Human Heritage Contract

The LPC is an extension of the **Human Heritage Contract**.
In conflict, the **Human Heritage Contract** takes precedence.

No Assumed Authority

No one may speak or act for the LPC without consent.

Use of Language

English is the reference language.

Citation and Public Use

Freely forkable, permanent, public.

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

Preservation and Permanence

To be replicated across blockchains.

A permanent offer for coordination — never an obligation.

End of Constitution