

JOWIH FOUNDATION - DRAFT CONSTITUTION

Preamble

We, the Founder and the undersigned, in recognition of the inherent dignity, equality, and developmental rights of all persons within the African continent and diaspora; acknowledging the persistent structural barriers that impede social mobility, technological capability, and sustainable economic advancement; and affirming the necessity of institutions that endure beyond individual leadership or political cycles-hereby establish the Jowih Foundation as a permanent, mission-driven development organization to Accelerate development across the continent through THE GREAT AFRICAN GRID initiative. The Great African Grid is not a political union. It is not a supranational authority. It does not replace or subordinate any national government, central bank, or legal system. It is an infrastructure and economic coordination framework - designed to enable sovereign nations to cooperate more efficiently, trade more freely, and develop more rapidly, without surrendering control over their own affairs.

Africa's opportunity lies in harnessing collective vision and executing at scale. To complement and enhance existing efforts, the Jowih Foundation focuses on Accelerating National and Continental progress in areas where technology, sustained capital, and long-term collaboration can amplify impact. We empower governments, citizens, talent, partnerships, and mission-locked resources to design, fund, and operate transformative social and technological interventions that strengthen human capital development, accelerate digital and industrial competitiveness, and ensure that the African continent is an active and sovereign participant in the global innovation economy. Its mandate encompasses humanitarian upliftment, youth empowerment, strategic research investment, and the advancement of Africa-centered technologies and infrastructure.

The Foundation serves as a Development Accelerator through its initiative called **The Great African Grid (THE GAG)** in most areas where African governments are structurally or financially limited. Vision Horizon 2045 is not the end. It is the first milestone.

It operates in full compliance with sovereign laws, in cooperative partnership with governments, and in alignment with National priorities where invited. We uphold independent governance, an immutable mission-lock, and rigorous protections for user and beneficiary data to ensure trust and sustainability.

The Foundation's primary funding engine is the reinvestment of commercial returns: eighty percent (90%) of net profits from the Jowih Holding Company shall be devoted to the Mission Fund and reinvested in continental development. Voluntary small contributions, and concessional support are complementary and shall not replace the primary reinvestment model.

As the Foundation advances implementation across its four strategic pillars-(i) Empower Communities & Basic Needs; (ii) Digital Opportunity & Youth Advancement; (iii) African Research & Innovation Leadership; and (iv) The Future Civilization (the Cyberpunk Africa vision)-and as citizen-owned capital and commercial reinvestment expand economic activity and create shared value, participating governments and communities will be better positioned to pursue mutual priorities. This collaborative dynamic is central to achieving the first milestone of The GAG's 20-Year Pan-African Transformation Strategy **The 2045 Horizon** and to realizing a prosperous, technologically-advanced Futuristic Africa owned by its people.

This Constitution is adopted as the supreme governing instrument of the Foundation, safeguarding mission integrity, fiduciary accountability, operational independence, and continuity of purpose. All Foundation activities, including affiliated Operating Companies, shall be executed in alignment with this Constitution, applicable laws, and principles of good governance, transparency, and ethical stewardship.

The Foundation is established as a Company Limited by Guarantee under the laws of Mauritius (or any successor jurisdiction as approved) and shall operate in compliance with applicable law in jurisdictions where it works. We commit to transparency, auditable stewardship of funds, strict anti-diversion controls, child protection, and the highest standards of data privacy and security. The Foundation shall abide by all applicable laws and shall strictly oppose any illegal measures directed against it, its assets, or its personnel.

Through this Constitution, the Founder and signatories commit to the long-term transformation of African societies by fostering resilient communities, locally owned innovation, and equitable access to the opportunities of the twenty-first and twenty-second century economy: citizen-owned assets, accountable governance, and sustained execution to enable an empowered, connected, and prosperous Africa.

ARTICLE I - THE GAG, DEFINITIONS & INTERPRETATION

1.1 Definitions

In this Constitution, unless the context otherwise requires:

• **"THE GAG"** The **Great African Grid** is the Foundation's continental infrastructure and economic development strategy. It is not one project. It is the sum of everything - physical infrastructure, digital systems, industrial capacity, human development, and financial rails that connect Africa to itself and to the future.

The GAG is the backbone of First World Africa. It is the operating system for a continent that has been waiting for a workable vision.

• **"Articles"** means the Articles of this Constitution.

• **"Private constitution ANNEXES"** means a separate confidential internal constitution working in harmony with this constitution to achieve a common goal

• **“Governance OS”** means a mesh or interconnected blockchain high tech system used to manage governance and strategies within the foundation, its subsidiaries, trusts and companies with high end security and immutable records.

• **"Independent Auditor General"** means the Independent Auditor General established under Article XLIII.

• **" Foundation Board"** means the Board of Governors of the Foundation.

• **“Combined Trust Board”** means a board composed of Purpose Trust and Family Trust board members.

• **"CEO"** means the Chief Executive Officer.

• **"Community Development Enterprise" or "CDE"** means a community-owned enterprise established under Article LIII.2.1(c) in each rural region, comprising five specialized entities (Education & Scholarship, Agriculture & Food Security, Health & Wellness, Infrastructure & Energy, Digital & Innovation) that combine community development with sustainable business operations. CDEs are not lending institutions; they do not issue loans or charge interest. They are development vehicles that reinvest profits into community projects. Seventy percent (70%) of CDE funds are locked for community development projects; thirty percent (30%) are for community-owned businesses; thirty percent (30%) of net business profits flow to the Jowih Care Fund.

• **"External Audit Firm"** means the independent external auditor appointed.

• **"Steward President & Founder" means Reuben Oduk** (designated Life Visionary Founder).

-"Foundation" or "Jowih Foundation" means the Company Limited by Guarantee established under this Constitution, serving as the **mission-funding and asset-holding layer** that receives **90% economic benefits from the Jowih Holding Company and applies them for social impact**. It is the supreme governing entity under this Constitution, to which all other entities (Trusts, Operating Companies, ADN) are subordinate in matters of mission and fiduciary duty.

• **"Mission Fund"** means the designated fund/repository for social mission expenditures.

• **"Referendum Commission"** means the independent commission established under Article XLIV to oversee public referendums within the foundation.

• **"Jowih COS"** means the commercial digital infrastructure (Jowih)

• **"Member(s)"** means the persons admitted as members under Article IV.

• **"Beneficiary"** means persons or groups the Foundation is established to benefit.

• **"Core Articles"** means Articles expressly designated as core and subject to the highest amendment threshold.

• **"External Auditor"** means a certified external auditor firm not related to the Foundation or its officers.

• **"Jowih Purpose Trust"** means the irrevocable trust established to hold **60% voting shares** in the Jowih Holding Company, enforce the Mission, with trustees acting as fiduciaries without personal profit. **Together with Family Trust they ensure thst the Foundation receives it’s 90% economic benefit.**

• **"Founder Family Trust"** means the trust holding the Founder's **10% economic shares and 40% voting shares** in the Jowih Holding for mission continuity & family security, bound by ethical and anti-diversion rules.

• **"Operating Companies"** means trading or subsidiary entities (e.g., Jowih Technologies Ltd or The Jowih CRT company) generating profits for the Mission.

• **“Holding Company”** means the company that owans and manages all future companies and subsidiaries under the foundations including the Jowih IP company

• **"Other Mission Companies"** means any operating company other than Jowih Technologies Company.

• **"Strategic Acquisition"** means the purchase of existing commercial enterprises by the Foundation under Article XLV.

• **"Acquisition Review Panel"** means the special committee established under Article XLV to evaluate proposed acquisitions.

• **"Mission Alignment Period"** means the 180-day period following acquisition during which a company must adopt the Foundation's governance structure.

-"Technology Ethics Council" means the part-time, ad-hoc expert body established under Article XXXIX.3, which provides strategic guidance and ethical certification for technology initiatives.

-"Continental Development Assembly (CDA)" means the council composed of PAN-Ambassadors & Diaspora Ambassador meeting in assembly, as defined in Article LIV.2. The CDA is not a separate legal entity from the PAN-Ambassadors.

-"Community Participation Framework" or “Community Development Framework” means the integrated system for community and beneficiary input, which synergistically utilizes Beneficiary Advisory Councils (BACs), Community Steering Assemblies (CSAs), Citizen Assemblies, and the Comrade Hub, as detailed in Article XXIII.2.

• **"Family Protocol"** means the separate binding document established by the Founder for Life Visionary nomination and succession under Article VII.

- **"Steward President & Life Visionary"** means the successor role to the Founder for safeguarding moral and strategic intent under Article VII.
- **"Vision Advisory Notice"** means the written notice issued by the Founder or Life Visionary to suspend a Board decision under Article VII.
- **"Asset Lock"** means the permanent dedication of all Foundation assets to mission use, prohibiting private gain, as detailed in Article XXV.
- **"Assets"** means all financial, physical, intellectual property, equity, and future assets of the Foundation as defined in Article XXV.
- **"Mission Investor Shares"** means non-voting, redeemable shares issued for mission-aligned capital under Article XXXIII.
- **"Oversight Panel"** means the independent panel of experts for reviewing amendments, conflicts, and investigations under Article XIX and related articles.
- . "Trustees Oversight Committee" means an independent panel of experts for reviewing conflicts and investigations concerning trustees.
- **"Public Dashboard"** means the publicly accessible digital platform for real-time transparency under Article XXXV.
- **"Ghost Worker"** means any individual receiving compensation without performing bona fide services, as defined in Article XI.
- **"FTE"** means full-time equivalent employee count under Article XI.
- **"Beneficiary Advisory Councils" or "BACs"** means councils of beneficiaries for program input under Article XXIII.
- **"Community Steering Assemblies" or "CSAs"** means regional assemblies for community consultation under Article XXIII.
- **"Comrade Hub"** means the integrated ecosystem of general citizens, university students, academic institutions, entrepreneurial networks, and community volunteers across all African jurisdictions, working collectively to support the Foundation's mission through innovation, talent development, and scalable implementation under Article XXIII.
- **"Political Activity"** means partisan actions such as endorsements or campaign contributions, prohibited under Article XLVII.
- **"Emergency Council"** means the body activated for Level 3 emergencies under Article XLVI.
- **"Emergency Levels"** means the classification of crises (Minor, Major, Existential) under Article XLVI.
- **"FPIC"** means Free, Prior, and Informed Consent for community projects under Article XXXVIII.
- **"Data Integrity Ledger"** means the cryptographically-secured system for recording disbursements and transactions as defined in Article V.A.4.
- **"Enhanced Oversight Protocol"** means the special monitoring procedures activated for cash exceptions under Article V.A.1.
- **"Mission-Threatening Action"** means any decision or activity that could alter, dilute, or deviate from the Foundation's core Mission as defined in Articles II and XLVIII.
- **"Trusted Local Partner"** means community organizations authorized to provide beneficiary verification under Article V.A.2.
- **"Unified Beneficiary Registry" means** the centralized database for preventing duplication and fraud in beneficiary identification under Article V.A.2.
- **"Contributor Trust Agreement"** means the mandatory contract assigning intellectual property to the Foundation as defined in Article LI.3.
- **"Mission-Aligned Investment Policy"** means the ethical investment framework governing endowment and reserve investments under Article XLI.
- **"Golden Vote"** means the veto power held by the Founder Family Trust on mission-threatening actions in the foundation and Operating Companies under Article XXXI.7.
- **"Mission Alignment Period"** means the 180-day restructuring timeframe for acquired companies under Article XLV.3.
- **"Tier 1 Core Articles" and "Tier 2 Core Articles"** mean the classified constitutional provisions with extraordinary amendment protection as defined in Article XIX.3.
- **"Project Cycling"** means the prohibited practice of rebranding stalled projects for continued funding as defined in Article XI.7.
- . A **"Country Budget Pot & Health Pot"** is the total capital reserved and allocated by the Foundation's central treasury for the exclusive purpose of funding all approved missions, operations, and projects within a specific national jurisdiction. It is a virtual, non-discretionary fund managed centrally to ensure financial integrity, with disbursements triggered only upon the verification of pre-agreed milestones.
- **"Direct Disbursement Model"** means the mandatory system under Article LIII where all funds flow directly from Foundation centralized accounts to verified vendors/beneficiaries, bypassing PAN-Ambassadors and Executive Directors entirely.

“Official Seal” means the embossed or inked metal seal of the Foundation, kept under the joint custody of the Independent Auditor General (IAG) and the Secretary-General. Its use on any document signifies the irrevocable will and authority of the Foundation, binding the Foundation as if executed by its Board of Governors.

- **"Zero-Knowledge Infrastructure"** means systems where the Foundation cannot access user data even if compelled, implementing end-to-end encryption with user-controlled keys as defined in Article LV.3.

- **"Jurisdictional Evasion Protocol"** means the infrastructure capability under Article L.2 to rapidly migrate data and services away from jurisdictions attempting unlawful data access.

- **"Stipend-Based Compensation"** means the modest payment model for Volunteer Leaders covering communication and operational costs, categorized as program implementation expenses rather than staff salaries under Article XI.10.

- **"Multi-Jurisdictional Legal Shield"** means the protection strategy under Article XXXIX.3 requiring all data access requests to be processed through Mauritian courts under Data Protection Act 2017.

- **"Ephemeral Data Principles"** means the data handling approach under Article XXXIX.4 featuring default expiration, minimal retention, and cryptographic shredding of outdated information.

- **"Data Fragmentation"** means the technical safeguard under Article XXXIX distributing user data fragments across multiple legal jurisdictions to prevent complete jurisdictional capture.

- **"AD-Hoc”** means a temporary/part time and dissolves after achieving the objectives mandated

- **“IAG”** means the Independent Auditor General

- "ADN" or "Africa Development Network" means the continental operational presence of the Foundation established under Article LIV, functioning as the principal non-partisan continental coordination body for mission execution and citizen participation across all African jurisdictions.

- **"Annual Impact Report"** means the comprehensive annual report published by the Foundation under Article XXXV, containing financial statements, audit findings, program impact metrics, and transparency disclosures.

- **"Beneficiary Advisory Council"** or "BAC" means a council of direct beneficiaries established under Article XXIII to provide program-specific feedback and input on Foundation initiatives.

- **"Community Steering Assembly"** or "CSA" means a regional assembly established under Article XXIII for broader community consultation on impact, land use, and cultural matters.

- **"Country Executive Director"** or "CED" means a volunteer leader appointed by a PAN-Ambassador under Article LIV.3 to manage specific operational responsibilities within a country jurisdiction, serving on a stipend basis.

- **"Environmental Performance Adjustment"** or "EPA" means the dynamic fund reallocation framework established under Article LIII.2.2 that adjusts country budget allocations based on measurable environmental outcomes and citizen participation.

- **"Ethics & Safeguarding Committee"** means the ad-hoc committee established under Article XXII.4 responsible for investigating ethics violations and safeguarding breaches.

- **"Jowih Care Fund"** means the dedicated fund established under Article LIII.2.1(e) that receives 30% of net profits from CDEs business ventures to support needy and poor persons within each region.

- **"Jowih IP Company" or "Jowih IP Holdings"** means the Singapore-registered subsidiary of Jowih Holdings Limited that owns all intellectual property of the foundation assets and operating companies under Article II.4(e) and Article XVI.1.

- **"Mission Oath"** means the sworn declaration required of all Foundation and trustees members under Article XLVIII.7 to uphold the Foundation's mission as defined in its Constitution.

- **"Phased Funding Model"** means the dual-track funding model established under Article LIII that combines centralized flagship excellence with decentralized community empowerment across African jurisdictions.

1.2 THE GREAT AFRICAN GRID initiative

SECTION A:WHAT THE GAG IS

The **Great African Grid** is the Foundation's continental infrastructure and economic development strategy .It is not one project. It is the sum of everything - physical infrastructure, digital systems, industrial capacity, human development, and financial rails that connect Africa to itself and to the future.The GAG shall have always have a 20-year milestone objectives to Accelerate development in Africa for the present and the future generations to come.

The GAG is the backbone of First World Africa. It is the operating system for a continent that has been waiting for a workable vision.

The Great African Grid initiative is built on six founding principles:

a. Extensive Consultation, Joint Contribution, Shared Benefits - All GAG projects are developed in partnership with host governments, local communities, and regional bodies. **Every project is a Mission-first to Accelerate Development in Africa.** The development strategy is executed through ADFA projects and CDEs projects.

b. Hard Connectivity, Soft Connectivity, Heart Connectivity - Hard connectivity means physical infrastructure not limited to: transport, energy, data cables. Soft connectivity means rules, standards, and policies that enable seamless movement. Heart connectivity means people-to-people ties, cultural exchange, and shared identity.

c. Win-Win Cooperation - Every GAG project delivers value to all parties. Host governments get **Near Free Accelerated Development through The GAG** without draining the National Treasury with exception of projects under Model A (State Funded).The Other models under ADFA agreement include Model B(Foundation Funded) & Model C (Joint Funded). Communities get millions jobs,skills,improved living standards and services. The Foundation gets returns for the Mission Fund to invest in more project across it’s four pillars.Mission Investors get fair returns. No one is exploited.

d. Africa First, Global Best- The GAG prioritizes African solutions and African ownership though Asset Lock. Where African Private Sector capacity is insufficient, it partners with global leaders - but never becomes dependent on any single country or corporation.

e. INTERGRATE, EMPOWER, COMPLEMENT, ACCELERATE, ENABLE The Great African Grid Initiative does not seek to disrupt, replace, compete, extract, or control.It seeks to intergrate, empower, complement, accelerate, and enable.

SECTION B: THE SEVEN CORRIDORS

The Great African Grid has seven corridors - each representing a critical infrastructure system. They operate in parallel, not in sequence:

- (a) CORRIDOR 1: TRANSPORT CORRIDOR - Moving People and Goods
- (b) CORRIDOR 2: INDUSTRIAL & MANUFACTURING CORRIDOR--Building Africa's Production Capacity
- (c) CORRIDOR 3: ENERGY CORRIDOR - Powering Everything
- (d) CORRIDOR 4: DIGITAL CORRIDOR - Connecting Everyone and Powering the Digital Economy
- (e) CORRIDOR 5: PAYMENT CORRIDOR - Moving Value
- (f) CORRIDOR 6: SERVICE CORRIDOR - Health, Educating, Empowering
- (g) CORRIDOR 7: SPACE CAPABILITY -- Securing African race into the space innovation.

MILESTONES: THE HORIZONS OF THE FUTURE

The Horizon 2045 is the **first milestone** to achieve The GAG infrastructure and economic strategy lasting 20 years.

The 2045 Horizon can achieved as early Year 10-15, not Year 20. Because the GAG is built in parallel, not in sequence.The next milestone will be Horizon 2065, Horizon 2085 and beyond.

1.3 Definitions and Interpretation

This section helps you quickly find important words (key terms) used in the Constitution. It shows where each term is first explained or defined, and where the main rules about it are described. Use it to avoid confusion about what a term means or which parts of the Constitution apply to it.

Preamble: Establishes the mission, values, and intent of the Foundation.

- Article I: Definitions & Interpretation - Provides key terms, their meanings, and a cross-reference table for navigation.
- Article II: Legal Form, Registered Office & Objects - Defines the legal entity, registration, international expansion, and core purposes/objects of the Foundation.

Non-Profit Status and Asset Protection

- Article III: Non-Profit & No-Equity Policy - Enforces non-profit operations, prohibits equity distribution, and sets key prohibitions against private gain.
- Article XXV: Asset Lock & Perpetuity - Dedicates all assets irrevocably to the mission, defines assets, and ensures perpetual existence with enforcement mechanisms.
- Article XXVI: Severability, Saving Clause & Anti-Diversion of Foundation Assets - Includes severability for invalid provisions and prohibits diversion of assets to private ventures.

Membership and Participation

- Article IV: Members - Outlines membership types, rights, and termination.
- Article XXIII: Community & Beneficiary Participation - Mandates beneficiary advisory councils, community assemblies, digital feedback, and the Comrade Hub for co-creation and innovation.

Founder and Succession Mechanisms

- Article VI: Founder & Founder Privileges - Recognizes the founder's role, reserved powers, and explicit limitations.
- Article VII: Life Visionary Role & Limited Founder Powers (Founder Legacy Clause) - Defines the successor role, nomination via Family Protocol, powers, limitations, term, and removal.

Board and Executive Governance

- Article VIII: Board of Governors - Composition & Duties - Details board structure, appointment, duties, fiduciary responsibilities, and diversity requirements.
- Article IX: Board Committees - Establishes and mandates committees for audit, ethics, nominations, and remuneration.
- Article X: Executive Management - Covers CEO appointment, executive team, delegation, HR policy, remuneration, volunteers, and termination.
- Article XL: Meetings and Procedures - Regulates annual general meetings, notices, quorums, voting, extraordinary meetings, and board meetings

Staffing and Human Resources

- Article XI: Responsible Staffing & Anti-Ghost Worker Safeguards - Enforces lean staffing, headcount caps, payroll integrity, and anti-ghost worker measures.
- Article XI.10 - Volunteer Leadership & ADN Staffing Resolution - Clarifies PAN-Ambassador and Executive Directors as volunteer roles exempt from FTE caps with stipend-based compensation.

Funding and Financial Management

- Article V: Funding, Financial Controls & Revenue Flow - Manages primary funding from dividends, donations, mission fund allocation, controls, and reserves.
- Article V.A: Financial Disbursement Integrity & Anti-Leakage Mechanisms - Mandates direct digital transfers, beneficiary verification, staged disbursements, and zero-tolerance enforcement.
- Article XXXIII: Mission Investment & Non-Voting Share Protections - Regulates issuance of non-voting shares for mission-aligned capital with strict protections.

-Article XXXIV: Donations, Grants, Endowments & Contributions - Handles acceptance, restrictions, transparency, and anti-misuse of contributions.

-Article XLI: Investment and Endowment Management - Guides ethical investments, endowment protection, oversight, and policy review.

-Article LI: Funding Integrity and Non-Dilution - Prohibits diluting investments, defines permissible sources, requires contributor agreements, and sets reserve policies.

-Article LIII - Phased Funding & Direct Disbursement - Mandates centralized disbursement bypassing country-level intermediaries to prevent financial leakage.

Ownership, Control, and Operating Entities

-Article XXVIII: Ownership & Control Structure (Mission Protection Framework) - Outlines integrated model with trusts and companies, allocation principles, and safeguards.

-Article XXIX: Jowih Purpose Trust (Control Layer) - Establishes the irrevocable trust for voting control, trustees, powers, and limitations.

-Article XXX: Founder Family Trust (Legacy & Security Layer) - Sets up the trust for family economic shares, trustees, distributions, limitations and hold Golden Veto Power in operating companies to protect them from mission drift.

-Article XXXI: Operating Companies and Dividend Flow - Recognizes companies, enforces dividend splits, oversight, independence, and golden vote protections.

Procurement, Contracts, and Operations

-Article XII: Indemnification and Limitation of Liability - Provides protections for governors/officers, insurance, and related clauses.

-Article XIII: Procurement, Contracts & Partnerships - Sets principles for transparency, approvals, and conflict management in contracts.

-Article XVI: Intellectual Property & Branding - Governs IP ownership and licensing to protect mission assets.

-Article XVII: Risk, Compliance & Insurance - Requires risk registers, management policies, and insurance coverage.

Safeguarding and Beneficiary Focus

-Article XIV: Safeguarding, Child Protection & Beneficiary Selection - Commits to policies, selection principles, and complaint mechanisms.

-Article XXXVIII: Cultural Competence & Local Adaptation - Mandates training, FPIC consultations, localization, indigenous knowledge integration, and evaluations.

Technology, Data, and Infrastructure

-Article XV: Data Protection & Privacy - Establishes data governance and user transparency policies.

-Article XXXIX: Technology & Data Integrity (Modern Compliance) - Enforces responsible tech, compliance with laws, ethical AI, data sovereignty, and innovation.

-Article XLIX: Automation and Decentralized Governance - Prioritizes automation standards, governance, small-team models, and sovereignty.

-Article L: Distributed Infrastructure and Data Sovereignty - Sets standards for servers, redundancy, protection, and reporting.

Ethics, Compliance, and Anti-Corruption

-Article XXII: Ethics, Anti-Corruption & Sanctions - Defines prohibited conduct, reporting, investigations, sanctions, and reviews.

-Article XXVII: Conflict of Interest - Details duties, definitions, disclosure, recusal, prohibitions, and sanctions.

-Article XXXII: Legal Compliance & International Instruments - Ensures supremacy of law, adherence to human rights treaties, and harmonization.

-Article XXXVI: Whistleblower & Ethics Protection - Protects disclosures, prevents retaliation, and sets investigation timelines.

-Article XXXVII: Anti-Money Laundering & Counter-Terrorism Financing - Implements due diligence, sanctions compliance, reporting, and training.

-Article XLVII: Political Neutrality & Advocacy Limits - Enforces non-partisanship, permissible advocacy, expenditure limits, and enforcement.

Transparency, Audit, and Accountability

-Article XXXV: Transparency, Audit & Public Accountability - Principles for radical transparency, integrated audits, public dashboard, and reporting.

-Article XLII: Monitoring, Evaluation, and Impact Assessment - Establishes M&E frameworks, responsibilities, reporting, and improvement.

-Article XLIII: Audit Supremacy & The Independent Auditor General - Defines dual audits, IAG role, independence, powers, and cycles.

Amendments, Emergencies, and Dissolution

-Article XIX: Amendment Procedure - Sets initiation, thresholds, tiered core articles, and safeguards.

-Article XX: Emergency Powers & Safeguards - Allows measures in existential threats with reporting requirements.

-Article XXI: Dissolution & Asset Distribution - Strict conditions for dissolution and asset transfer to similar entities.

-Article XLIV: The Public Referendum Process - Details triggers, eligibility, conduct, validity, and security for referendums.

-Article XLVI: Emergency Response & Continuity of Operations - Covers resilience, categories, safeguards, governance, and planning.

-Article XLVIII: Mission-Lock and Perpetual Alignment - Enforces unchanging mission adherence with mechanisms and integration.

Expansion, Acquisitions, and Jurisdiction

- Article XXIV: International Expansion & Jurisdiction - Manages branch registrations and conflict of laws.
- Article XLV: Strategic Acquisitions & Commercial Enterprise Alignment - Authorizes acquisitions with approvals, restructuring, prohibitions, and oversight.
- Article LII: Jurisdictional Flexibility - Strategies for multi-jurisdiction operations, structuring, transparency, and contingencies.

Dispute Resolution

- Article XVIII: Dispute Resolution - Requires internal resolution followed by external arbitration.

1.4 Core Article Status

This Article is designated as a Tier 1 Core Article

Article II - Legal Form, Registered Office & Objects

2.1 Legal Form The Foundation is a Company Limited by Guarantee duly incorporated under the Companies Act 2001 (Mauritius) (or other chosen jurisdiction), has no share capital, and shall operate on a not-for-profit basis for the purposes set out in this Constitution. The Foundation shall register and maintain status as a Foundation under the Foundations Act 2012. As the mission-funding layer, it receives 90% of dividends from Jowih Holding Company for continental development use as in the mission and foundations subsidiaries budget.

2.2 Registered Office There is no permanent principle office until Jowih Citadel is built. The Steward President may from time to time decide on location of principle office in areas of its jurisdiction that align with protecting the foundation mission until such a time Jowih Citadel is fully built and the headquarter transferred. Until such a time, the principal office of the Foundation is in Port Louis, Mauritius. The Board may establish regional offices in other jurisdictions as stated in Article XXXVIII.

2.3 International Expansion Authority The Foundation may establish, affiliate, or partner with other foundations, trusts, or not-for-profit entities in any country for the purpose of expanding and coordinating mission-driven activities under the “Jowih” identity while maintaining independence and no merging.

2.4 Global Governance Structure

- a) The Steward President, the two trusts may, by resolution, constitute a Global Jowih Foundation or similar umbrella body to coordinate international operations, governance, and reporting .
- b) Such global entity shall maintain the same mission, core principles, and ownership protections as set out in this Constitution.
- c) The Jowih Foundation (Mauritius) and any in other jurisdictions shall operate as a regional or national chapter under such global framework if established.
- d) The Jowih Holding Company under the Jowih Foundation shall own all the foundation for profit companies and subsidiaries . It shall be registered in Mauritius.
- e) The Jowih IP Company shall own all IPs of the foundation assets and operating companies and any subsidiary to ensure maximum protection and it shall be registered in Singapore for its great laws governing IP.

2.5 Permanent Headquarters

The permanent headquarter shall be Jowih Citadel in tier zone 1 with the agreed country and shall server all official functions of the foundation locally and internationally.

2.6 Regional Offices & Compliance

- a) All regional and affiliated entities shall adopt and adhere to this Constitution, or to local equivalents approved by the Foundation that preserve its spirit and principles.
- b) Each regional office shall be subject to annual review by the IAG and the Oversight Panel for compliance with mission, ethics, and asset protection.

2.7 International Cooperation The Foundation may enter into cooperative agreements with trusted reputable international organizations from Africa, African governments, or NGOs provided such agreements uphold the Foundation’s mission first, neutrality, non-political stance, and Core Articles.

2.8 - OBJECTS AND PURPOSE - The Horizons

2.8.1 The principal objects of the Foundation throughout the African continent and within the African diaspora are grouped into four thematic Pillars to ensure structured, strategic, and sustainable impact. All Objectives shall be executed within the GAG’s framework, **supporting the continent's transition from foundational upliftment to technological leadership**. Each Pillar advances the Mission through targeted, professional, and visionary initiatives, **executed in a spirit of partnership with national governments where invited**.

PILLAR I - EMPOWER COMMUNITIES & BASIC NEEDS

Focus: Elevating vulnerable populations through essential services and resilient infrastructure.

The Foundation shall:

(a)

(i) **Build a Continental Mega Orphanage , Mega STEM based University & Three strategic World Class state-of-art Hospitals across three regions, 10+Jowih international schools across marginalized areas primary and high schools across Africa in each country .**

(ii) Integrate comprehensive education from early childhood through high school with vocational training in partnered schools.

(iii) Develop specialized curricula focusing on STEM standardazied across all Junior Secondary schools/high schools.

(iv) Create transition programs for graduates into higher education or skilled employment

(v) Launch Mobile Hospital Infra program across all countries to cover areas limited with healthcare mostly.

(b) Community Infrastructure Development.

The foundation through its **Africa Development Network (ADN)** in partnership with **local governments** shall prioritize a community driven development strategy by involving community workforce and experts to :

(i) Deploy modular affordable housing and build public storey buildings units using locally sourced, sustainable materials.

This is aiming at renovating slums and eradicate slums across Africa hence better living conditions.

(ii) Install Mega renewable energy micro-grids, including solar, wind, and hydro to boost energy in areas affected.

(iii) Establish comprehensive healthcare clinics with telemedicine capabilities and smart health technologies.

(iv) Implement climate-resilient agriculture systems with IoT monitoring and automated irrigation.

(v) Develop clean water purification and distribution systems using solar-powered pumps.

(vi) Create emergency relief protocols and stockpiles for natural disasters and crises.

(c) Strategic Partnerships & Infrastructure Expansion.

(i) Collaborate with national governments as an **execution and innovation partner** on large-scale infrastructure projects.

(ii) Partner with verified.reputable non-governmental organizations for specialized service delivery and capacity building.

(iii) Work with institutional partners to scale proven interventions across multiple countries.

(iv) Develop public-private partnerships for sustainable infrastructure maintenance.

(v) Create enterprises to ensure long-term economic sustainability.

PILLAR II - DIGITAL OPPORTUNITY & YOUTH ADVANCEMENT

Focus: Empowering African youth as innovators and competitive economic contributors.

The Foundation in collaborations with local governments shall:

(a) Education & Entrepreneurship Ecosystem.

(i) Institute merit-based scholarships covering full tuition, accommodation, and living expenses.

(ii) Develop specialized training programs in high-demand fields, including artificial intelligence, blockchain, robotics, and biotech.

(iii) Create internship pathways .

(iv) Establish startup seed funding with structured mentorship and incubation support under Jowih Venture Capital.

(v) Build a state of art Mega university focused on STEM to boost Africa Innovation and talent pool and franchise across partnered universities across Africa.

(b) Mission Fund Administration & Revenue Streams.

(i) Administer and oversee the Mission Fund with transparent allocation mechanisms.

(ii) Manage revenue from digital platforms, philanthropic contributions, etc.

(iii) Receive and allocate funds from the Phased funding program in the foundation from the Holding Company

(v) Implement rigorous financial controls and public reporting on fund utilization.

(c) Ancillary Support Activities.

(i) Undertake research and development to enhance program effectiveness.

(ii) Establish monitoring and evaluation frameworks for impact assessment.

(iii) Create knowledge management systems for best practice sharing.

(iv) Develop capacity building programs for local implementation partners.

(d) Digital Platform Development & Deployment.

(i) Develop and deploy advanced digital platforms and Jowih COS for mass accessibility.

(ii) Establish vocational digital facilities with state-of-the-art equipment.

(iii) Create online academies with localized content in multiple African languages.

(iv) Implement digital literacy programs reaching rural and marginalized communities.

(v) Develop programming skills training from basic coding to advanced software engineering.

(e) Pan-African Animation & Gaming Hubs.

(i) Establish a continental network of regional hubs specializing in digital creative industries.

(ii) Develop talent pipelines through accredited animation and gaming academies.

(iii) Create original African intellectual property rooted in continental heritage and future visions.

(iv) Build technology infrastructure with state-of-the-art studios and rendering farms.

(v) Foster economic ecosystems through startup incubation and global distribution.

- (vi) Ensure cultural preservation by documenting folklore through interactive media.
- (vii) Achieve technological sovereignty by developing African game engines and tools.

(f) Africa Internet Accessibility.

- (i) Forge the "Africa Connect Alliance" through partnerships with **telecommunications providers** and **relevant government agencies** across the continent, enabling affordable, inclusive access to the Jowih COS's core features for all Africans.
- (ii) For a modest fixed monthly fee as agreed (calibrated to local economic tiers), Telcos shall unlock agreed features not limited to; text-only communication via chat and wallet transactions, ensuring seamless participation in forums, Development Assemblies hubs,micro- trade, and development opportunities without data barriers.
- (iii) This initiative upholds the principle of leaving no one behind, democratizing digital connectivity for underserved rural and low-income users, fostering Ubuntu-inspired unity, and measuring success through metrics like user adoption rates and cross-border collaboration growth.

(g) Establish Vencture Capital Program to seed startups into the Jowih ecosystem and support both non-profit startups and for-profit startups across Africa.

PILLAR III - AFRICAN RESEARCH & INNOVATION LEADERSHIP

Focus: Catalyzing Africa's transition into an innovation-driven economy.

The Foundation shall:

(A) Enterprise Development & Supervision.

- (i) Establish social-impact enterprises focusing on scalable solutions for African challenges.
- (ii) Incorporate mission-aligned companies with clear social return metrics.
- (iii) Own and supervise enterprises ensuring adherence to Foundation values and ethics.
- (iv) Create spin-off companies from successful research and development projects.
- (v) Implement governance structures that balance innovation with mission alignment.

(B) Strategic Acquisitions & Restructuring.

- (i) Identify and acquire established commercial enterprises with transformation potential.
- (ii) Restructure acquired companies to adopt Foundation governance and ownership models.
- (iii) Implement a one-hundred-and-eighty (180) day Mission Alignment Period for all acquisitions, as stipulated in Article XLV.
- (iv) Ensure acquired companies contribute to the Pan-African innovation ecosystem.
- (v) Create vertical integration across technology value chains.

(C) Research Hubs & Open-Source Technologies.

- (i) **AI and Technology R&D**
- (ii) **Health R&D**
- (iii) **Agritech R&D**
- (iv) **Energy R&D**
- (v) **Mining R&D**
- (vi) **Water R&D**
- (vii) **Infrastructure R&D**

(D) Diaspora Expertise Mobilization and Bond investment.

- (i) Create virtual collaboration platforms connecting global African experts with local projects.
- (ii) Establish structured mentorship programs with clear knowledge transfer protocols.
- (iii) Develop incentive systems for sustainable knowledge repatriation and investment through Bonds.
- (iv) Build digital workspaces enabling remote contribution to African innovation.
- (v) Create recognition and reward systems for diaspora contributions.

PILLAR IV - THE FUTURE CIVILIZATION (CYBERPUNK AFRICA VISION)

Focus: Positioning Africa to shape the future of global civilization through diversified, sovereign partnerships.

The Foundation shall:

A. Africa-Centric Advanced Technology Development

- (i) Design and produce affordable smartphones with features tailored for African users .
- (ii) Develop electric vehicles and supporting charging infrastructure suited for African conditions and powered by renewable energy.
- (iii) Create augmented and virtual reality platforms for education, cultural preservation, and virtual tourism.
- (iv) Deploy service, industrial, and companion robots across healthcare, manufacturing, and daily life.
- (v) Develop sovereign AI infrastructure for healthcare, education, and economic planning.
- (vi) Establish ethical AI governance frameworks ensuring alignment with African principles and community values.
- (vii) Build New Dawn City as futuristic city and SEZ after the famous “Shenzhen city” which after can be replicated across selected Capital cities across Africa.

B. Strategic Future Partnerships & Investments

The Foundation shall execute a diversified, multi-polar strategy of strategic partnerships and minority stakes to rapidly acquire technological capability and market influence, leveraging its core strategic assets while avoiding dependency on any single foreign power.

(I) Space and Orbital Infrastructure

- a) The Foundation shall secure board representation and strategic stakes in low-earth orbit satellite constellations from multiple global providers to ensure redundancy and competitive pricing.
- b) Primary partners shall include:
 - Starlink or OneWeb (United States) - for primary bandwidth and proven deployment
 - China Satellite Communications (China Satcom) or CGWIC (China) - for alternative coverage and technology transfer
 - IRIS² (European Union) - for regulatory alignment and sovereign European access
- c) The objective is to guarantee primary bandwidth for the Foundation's remote education, telemedicine, and IoT networks across the African continent while maintaining negotiating leverage through diversified contracts.

(II) Semiconductor Sovereignty

- a) The Foundation's initial stake in NVIDIA Corporation shall be balanced with strategic stakes in:
 - HiSilicon or SMIC (China) - for access to alternative architectures
 - Graphcore (United Kingdom) - for European AI compute diversification
- b) The Foundation shall partner with and take strategic stakes in specialized **fabless design houses** from multiple jurisdictions.
- c) Furthermore, the Foundation shall lead a consortium to build an Assembly, Test, and Packaging (ATP) facility in Africa, partnering with industry leaders from both Western and Eastern sources (e.g., ASE Group (Taiwan) or JCET (China)).

(III) Hyperscale Data Centers

- a) The Foundation shall partner with and acquire strategic stakes in African data center leaders,
- b) The Foundation shall develop new build-to-suit hyperscale campuses powered by dedicated renewable micro-grids from knowledge-transfer programs across diversified partners globally :
- c) The foundation shall invest and scale existing data centers within Africa to meet global standards as part of it's partnership.

(IV) Climate and Water Resilience Technologies

- a) The Foundation shall partner with and acquire stakes in leading climate analytics firms from multiple regions, including:
 - ClimaCell Inc. (United States)
 - China Meteorological Administration commercial partners (China)
 - European Centre for Medium-Range Weather Forecasts (ECMWF) (Europe)

(V) Metaverse and Digital Twins

- a) The Foundation shall leverage its strategic partnership with NVIDIA Corporation (United States) for early access to the NVIDIA Omniverse platform, while also exploring:
 - Baidu's XiRang (China) - for Asian metaverse interoperability
 - Open-source alternatives (Europe/Global) - for vendor independence
- b) The Foundation shall partner with and invest in African gaming and virtual reality studios to build continent-specific digital twins and virtual experiences.
- c) The objective is to create the foundational digital-twin infrastructure for African cities and heritage sites, to be owned and operated by the Foundation.

(VI) Quantum Technologies

- a) The Foundation shall establish research partnerships with leading quantum entities from multiple jurisdictions:
 - IBM Quantum, D-Wave Systems Inc. (United States)
 - University of Science and Technology of China (USTC), QuantumCTek (China)
 - IQM Quantum Computers (Finland/Europe)
- b) The Foundation shall take initial stakes in quantum computing software startups from Africa, China, Europe, and the United States.
- c) The objective is to build a dedicated quantum research group within the Foundation's artificial intelligence research hubs, focusing on optimization problems in logistics and drug discovery, while maintaining access to multiple quantum ecosystems.

(VII) Biocomputing and Neurotechnology

- a) The Foundation shall partner with and acquire minor stakes in frontier research companies from multiple regions:
 - Final (US) and Altos Labs (US/UK) - for longevity
 - Synchron (US/Australia) and Neuralink (US) - for brain-computer interface technology
 - NeuroXess (China) - for Asian neurotech diversification
 - NeuroElectrics (Spain/Europe) - for European regulatory alignment
- b) The objective is to establish a dedicated bio-digital research division to explore applications in personalized medicine and advanced human-computer interfaces for Africa, with ethical oversight and diversified supply chains.

(VIII) Artificial Intelligence & Sovereign Compute

- a) The Foundation shall establish AI research partnerships across multiple jurisdictions:
 - OpenAI, Anthropic, Google DeepMind (United States) - for frontier models
 - Baidu, Alibaba DAMO Academy, SenseTime (China), DeepSeek - for Asian AI applications
 - Aleph Alpha (Germany/Europe) - for European sovereign AI
- b) The Foundation shall build Africa's first sovereign AI supercomputing center, using hardware from multiple sources (NVIDIA + Huawei Ascend + European) to ensure supply chain resilience.

(IX) Global Innovation Leadership

- (i) Establish Africa as a net exporter of technology and intellectual property.
- (ii) Create African technology standards for global adoption.
- (iii) Develop thought leadership in ethical technology governance.
- (iv) Build Africa's capacity to shape global technological evolution.
- (v) Ensure African perspectives are central to twenty-second century civilization development.
- (vi) Maintain strategic non-alignment - partner with all.

2.8.4: THE PARALLEL SOVEREIGNTY STRATEGY

- 2.8.4.1 The Foundation shall pursue three concurrent and mutually reinforcing strategies to achieve technological sovereignty:

Strategy	Description	Purpose
Acquire	Procure best-in-class technology from global partners for immediate deployment	Accelerate development without delay
Adapt	Establish co-development, technology transfer, and local customization agreements	Build indigenous capacity
Advance	Invest in African-led R&D, sovereign infrastructure, and homegrown innovation	Create long-term independence

2.8.4.2 **These strategies shall operate in parallel, not in sequence.** The Foundation shall not delay deployment while waiting for local capacity, nor shall it become perpetually dependent on foreign sources.

2.8.4.3 **Strategic Non-Alignment**

The Foundation shall maintain partnerships across multiple global jurisdictions - including but not limited to the United States, China, the European Union, India, Brazil, and others.

2.8.4.4 **The Exchange Principle**

All technology partnerships shall be structured as mutually beneficial exchanges. The Foundation contributes market access, African talent development, collaborative research opportunities, and long-term operational partnerships. In return, it secures technology transfer, joint intellectual property, training, and equitable equity arrangements.

2.8.4.5 **Redundancy**

For each strategic technology category (semiconductors, space, artificial intelligence, cloud infrastructure, quantum computing, neurotechnology), the Foundation shall:

- (a) Maintain at least two independent foreign sources; and
- (b) Maintain a parallel African development track.

When African alternatives achieve functional parity, foreign procurement shall be reduced accordingly - but never eliminated entirely, to preserve competitive pressure and supply chain resilience.

2.8.4.6 **Continental Sovereignty as a Spectrum**

The Foundation recognizes that technological sovereignty is not a binary state but a spectrum. The goal is continuous progress toward greater African ownership, control, and capacity - not absolute independence overnight.

ASSET LOCK

The assets of the Foundation are irrevocably dedicated to its Mission under the principles and mechanisms detailed in Article XXV (Asset Lock & Perpetuity).

2.8.2 **Cross-Pillar Integration & Implementation**

All Pillars shall operate in coordinated synergy, with shared infrastructure, talent mobility, and integrated planning. The Foundation shall ensure that basic needs fulfillment under Pillar I creates stable foundations for digital advancement under Pillar II, which fuels research innovation under Pillar III, ultimately positioning Africa for civilizational leadership under Pillar IV.

2.8.3: **Strategic Non-Alignment & Diversification Principle**

The Foundation acknowledges that early strategic partnerships shall rapidly boost Pillar IV objectives before achieving strategic independence and therefore:

- 2.8.3.1 The Foundation shall pursue a multi-polar, diversified partnership strategy across all Pillar IV initiatives.
- 2.8.3.2 No single local or foreign country, bloc, or corporation shall hold a dominant or exclusive position in any critical technology partnership.
- 2.8.3.3 The Foundation shall maintain, where feasible, at least two independent sources for each strategic technology category (e.g., space, semiconductors, cloud, AI, quantum).
- 2.8.3.4 **The Foundation shall prioritize technology transfer, joint venture, and local manufacturing agreements over pure import arrangements.**
- 2.8.3.5 The Foundation shall reserve the right to terminate any partnership that imposes restrictions on African technological sovereignty.
- 2.8.3.6 The Foundation's partnerships shall be guided by the principle: **"Africa First, Global Best."**

2.9 **Asset Lock** The assets of the Foundation are irrevocably dedicated to its Mission under the principles and mechanisms detailed in Article XXV (Asset Lock & Perpetuity).

2.10 **Core Article Status**

This Article is designated as a Tier 1 Core Article

ARTICLE III - NON-PROFIT & NO-EQUITY POLICY

3.1 **Non-Profit Status**

The Foundation shall not distribute profits, dividends, or capital to any individual, Trustee, officer, employee, or Member. All surpluses, including operating surpluses, investment gains, and proceeds from any disposition of assets, must be reinvested to further the Foundation's objects under Article II. No part of the Foundation's income or assets shall inure to the benefit of any private person or entity. The Foundation entity owns 90% economic interest of the Holding company with zero percent voting power or board seats and this absolute is absolute. Any violation is a Mission-Threatening Action under this constitution.

3.2 **No Equity Rights**

No officer, Trustee, Member, employee, contractor, or any external entity shall possess any equity, ownership, or shareholding rights in the Foundation. The Foundation shall not:

- (a) List or issue shares of any kind;

- (b) Create or recognize any instrument that confers ownership rights;
- (c) Sell, transfer, or assign any ownership interest in the Foundation;
- (d) Merge or consolidate with any entity in a manner that would confer ownership rights on any person.

3.3 Restriction on Purpose Trust Equity

The Jowih Purpose Trust holds a sixty percent (60%) voting interest in Jowih Holdings Limited and serves as the perpetual mission guardian (Article XXIX). While Founder Trust holds 10% economic rights and 40% voting rights for mission continuity. They ensure the Foundation receives it's 90% economic rights;

The Jowih Purpose Trust is strictly and irrevocably prohibited from selling, transferring, assigning, pledging, or encumbering its voting interest or any portion thereof to any person or entity for any reason whatsoever. Any purported sale, transfer, assignment, pledge, or encumbrance in violation of this prohibition is void ab initio and constitutes a Mission-Threatening under this constitution.

This prohibition exists because:

- (a) The Purpose Trust's 60% voting interest is the foundation of mission control;
 - (b) Any third-party ownership of the Purpose Trust's voting interest would enable mission capture, dilution, or destruction;
 - (c) The Purpose Trust must remain perpetually under mission-aligned trustees who owe fiduciary duties exclusively to the Mission.
- No amendment to this Constitution may ever authorize the sale or transfer of the Purpose Trust's voting interest. This provision is permanently unamendable.

3.4 Restriction on Family Trust Equity

The Founder Family Trust holds a ten percent (10%) economic interest & 40% voting rights in Jowih Holdings Limited and the Golden Vote (Article XXX.4) as the ultimate safeguard against mission-threatening actions.

The Founder Family Trust is strictly and irrevocably prohibited from selling, transferring, assigning, pledging, or encumbering its equity interest,voting rights or the Golden Vote to any person or entity, including family members, for any reason whatsoever.Any purported sale, transfer, assignment, pledge, or encumbrance in violation of this prohibition is void ab initio and constitutes a Mission-Threatening Action under this constitution.

This prohibition exists because:

- (a) The Golden Vote is critical to maintaining mission integrity and preventing mission-threatening actions;
 - (b) Any third-party ownership of the Family Trust's equity would introduce an unacceptable risk of mission compromise, capture, or dilution;
 - (c) The separation of mission control (Purpose Trust) and economic benefit (Family Trust) must remain inviolate.
- No amendment to this Constitution may ever authorize the sale or transfer of the Family Trust's equity or the Golden Vote. This provision is permanently unamendable.

3.5 Asset Lock Integration

All Foundation assets are subject to the Asset Lock under Article XXV. No asset may be sold, transferred, or encumbered for private enrichment.

Any purported sale, transfer, or encumbrance in violation of this Article is void ab initio.

3.6 Prohibitions

The Foundation shall not:

- (a) Permit any private person or entity to acquire ownership rights in the Foundation or any of its material assets;
- (b) Pledge, mortgage, or otherwise encumber the Mission Fund or any material Foundation asset for the purpose of generating private equity, securing loans for private benefit, or any purpose not directly serving the Mission;
- (c) Engage in activities contrary to the Mission as set forth in Article II;
- (d) Significantly divert funds away from Mission-related projects except as expressly permitted by Article V (Funding, Financial Controls & Revenue Flow);
- (e) Provide loans, guarantees, or credit support to any private person or entity, except as expressly permitted for mission-aligned purposes under Article XXXIII (Mission Investment & Non-Voting Share Protections);
- (f) Use Foundation assets to support or oppose political candidates or parties, as provided in Article XLVII.

3.7 No Private Inurement

No part of the Foundation's net earnings shall inure to the benefit of any private person, including the Founder, the Founder's family, Trustees, officers, or Members.

Compensation for services actually rendered shall be reasonable and shall not constitute inurement.

Reimbursement for legitimate expenses incurred on Foundation business shall not constitute inurement.

3.8 Core Article Status

This Article is designated as a Tier 1 Core Article under Article XIX.3 and may be amended only through the procedures therein.

ARTICLE IV - MEMBERS

4.1 Membership Categories

The Foundation shall have two categories of Members: Founding Member and Ordinary Members.

The Founder, Reuben Oduk, is the sole Founding Member. No other person, including any other signatory to this Constitution, shall be deemed a Founding Member. The title of Founding Member is personal to Reuben Oduk and expires upon his death or permanent incapacity.This is to do away with any hostile decisions or takeovers that can threaten the mission.

Ordinary Members may be admitted by Board resolution subject to rules established by the Board but do not have power to control and direct the foundation on what to do or amend this constitution.

4.2 Rights of Members

Members do not hold equity, shares, or ownership rights in the Foundation.

Members may:

- (a) Attend and vote at general meetings in accordance with membership rules;
- (b) Participate in referendums under Article XLIV where provided;
- (c) Receive information published for Members.

4.3 Termination of Membership

Membership may be terminated by resignation, death, incapacity, or by unanimous Board determination for cause, following procedural fairness.

4.4 Core Article Status

This Article is designated as a Tier 1 Core Article under Article XIX.3 and may be amended only through the procedures therein.

Article V - Funding, Financial Controls & Revenue Flow

5.1 Primary Funding Source The Foundation's primary revenue shall be the initial received Bond, the designated portion(s) of dividends from the Jowih Holding Company receiving not less than 90% of the profits, allocated to the Foundation as agreed by the Operating Companies and the Foundation ("Jowih Co. - Foundation Remittance Agreement"). The remaining 10% of dividends from Jowih Holding Company shall flow to the Founder Family Trust for family security.

5.2 Donation Handling All Community Charity Donations from regular citizens or comrades (Paybill, QR, wire transfers) and Major Donations from philanthropists must be received into Foundation bank accounts under the Foundation's legal name and logged in the immutable public ledger within 48 hours.

.5.3 Mission Fund & Allocation

- a) The Mission Fund is a ring-fenced fund used only for mission activities under The GAG.
- b) The Foundation led by Stewardship Office to adopt an annual budget allocating precise percentages to core areas (e.g., operations, pilot projects, reserves) but shall prioritize seed and capital expenditures required to scale social programs.
- c) The Foundation shall maintain a separate Strategic Acquisition Reserve funded from specifically designated sources, not to exceed 20% of the Foundation's total assets, to be used exclusively for mission-aligned acquisitions under Article XLV.

5.4 Financial Controls

- a) All expenditures above a defined threshold require two signatories: IAG and Steward President .
- b) Procurement above threshold requires open tender or competitive bidding; exceptions require an Audit Committee waiver with public rationale.
- c) Quarterly and annual audited financial statements are mandatory.

5.5 Reserve The Foundation shall maintain a reserve (operational buffer)

5.6 Core Article Status

This Article is designated as a Tier 1 Core Article under Article XIX.3 and may be amended only through the procedures therein.

Article V.A - Financial Disbursement Integrity & Anti-Leakage Mechanisms

V.A.1 - Principle of Direct Digital Transfer

All disbursements of program funds, grants, stipends, community-project payments, and operational field expenditures shall be executed **exclusively** through Foundation-authorized digital payment infrastructure through the Governance OS, including but not limited to the **Jowih COS Wallet System**, approved **Payment Service Providers (PSPs)**, and **secure institutional transfer channels**.

No **cash-based disbursement**, manual handling, off-system payment, or use of unverified third-party intermediaries is permitted. Any such attempt or occurrence constitutes a **Mission-Threatening Action** subject to Tier-1 enforcement and sanctions under Articles **XXII (Anti-Corruption & Sanctions)** and **XXV (Asset Lock & Perpetuity)**.

A **temporary cash exception** may only be permitted where digital infrastructure is **demonstrably absent**, and solely under all of the following controls:

- (a) A **unanimous** Combined Trust Board resolution authorizing the exception;
- (b) Activation of an **Enhanced Oversight Protocol**, including real-time two-party validation and field audit tracking;
- (c) A **full forensic reconciliation** logged and certified by the Independent Auditor General within **thirty (30) days**.

Failure to comply with this Article **automatically** triggers immediate disbursement suspension and investigative action as defined under Article XXII.

V.A.2 - Multi-Factor Beneficiary Verification

No disbursement shall occur until beneficiaries are validated through **at least two (2)** independent verification factors chosen from:

- (a) Government-issued ID, mobile-KYC, or biometric data;
- (b) Geo-tagged site validation;
- (c) Digital activity logs demonstrating engagement or milestone progress;
- (d) Written validation by a Trusted Local Partner as defined in Article XXIII;
- (e) System-based duplicate beneficiary screening.

The Foundation shall maintain a **Unified Beneficiary Registry** to prevent duplication and fraud.

V.A.3 - Performance-Based Tranche Disbursements

For community-led initiatives and large-scale programs, funds shall be released in structured tranches, contingent upon:

- (a) Verified completion of agreed milestones;
- (b) Positive progress audits by the Independent Auditor General (IAG) or accredited third-party;
- (c) Real-time digital reporting of progress metrics;
- (d) Confirmation of proper utilization of prior tranches;
- (e) Local verification by Beneficiary Advisory Councils where established.

Failure to meet conditions **automatically suspends** subsequent disbursements pending independent review.

V.A.4 - Immutable Transparency & Public Audit Trails

Each disbursement shall produce:

- (a) A cryptographically-secured or Hashed, time-stamped audit trail retrievable by the IAG;
- (b) Automated receipts delivered to recipients and archived in the Data Integrity Ledger;
- (c) Public transparency reporting through the Public Dashboard under Article XXXV;
- (d) Automated monitoring alerts for anomalies indicative of fraud, leakage, or corruption.

All digital records shall be preserved for a **minimum of fifteen (15) years**.

V.A.5 - Zero-Tolerance Enforcement

The following constitute **Gross Misconduct** under Article XXII and shall trigger immediate sanctions:

- (a) Creation or maintenance of ghost beneficiaries or fictitious claims;
- (b) Unauthorized diversion, skimming, or leakage of funds;
- (c) Falsification of verification data, milestones, or reporting;
- (d) Manual manipulation or bypassing of digital controls;
- (e) Repeated failure to comply with documentation requirements.

Upon detection, the CEO and IAG **must** immediately:

- (i) freeze all related disbursements;
- (ii) launch a forensic audit;
- (iii) seek full recovery of funds; and
- (iv) pursue disciplinary, civil, and criminal proceedings.

V.A.6 - Integrated Audit Mandate

The Independent Auditor General shall conduct periodic compliance testing of these mechanisms under Article XLIII, including surprise audits.

The External Audit Firm shall issue a **specific annual opinion** on:

- (a) effectiveness of anti-leakage controls; and
- (b) any material weaknesses requiring remediation.

All findings shall be summarized in the **Annual Impact Report**.

V.A.7 - Technological Safeguards & Continuous Improvement

The Foundation shall deploy and maintain secure financial infrastructure that includes:

- (a) multi-factor authenticated payment gateways;
- (b) machine-learning-based anomaly and pattern detection;
- (c) lawful integration with national identity or verification systems;
- (d) encryption standards meeting global best practice;
- (e) regular cyber-security penetration testing by certified external specialists;
- (f) contingency systems to ensure continuity during outages.

The CTO, in collaboration with the IAG, shall annually certify that technological safeguards remain **fit-for-mission**.

Core Article Status

This Article is designated as a Tier 2 Core Article under Article XIX.3 and may be amended only through the procedures therein.

ARTICLE VI - THE STEWARD PRESIDENT

6.1 Founder Recognition & Nature of Role

The Founder, Reuben Oduk, is hereby recognized as the **Founder & Steward President** (Permanent Guardian) of the Jowih Foundation. This is a permanent, lifetime, and non-transferable role designed to be the supreme guardian of the Foundation's mission, vision, and constitutional integrity. The role symbolizes the moral and inspirational foundation of the Jowih Foundation. The Founder cannot be removed from office by any body, board, Trust, or referendum. The Founder may only voluntarily step down to allow the Second Steward President (Life Visionary) to take over. The title "Founder & Steward President" is unique to the Founder and does not transfer. Upon the Founder's voluntary step down, death, or certified permanent incapacity, the guardian powers of this office transfer to and are exercised by the Life Visionary as stipulated in Article VII.

6.2 Supreme Guardian Powers (Reserved & Substantive)

Subject to applicable law, these Articles, and the overriding fiduciary duties outlined in Article VIII.4, the Steward President (whether the First Steward President Founder or subsequent Steward Presidents) shall have the following reserved powers during their tenure. The Steward President does not engage in day-to-day operations of the Foundation or any Zone. His/Her role is strategic oversight, mission guardianship, and final arbitration. He acts only when the Mission is threatened or when subordinate officers cannot resolve disputes. When he acts, his decision is final and binding. These powers are designed to preserve mission integrity through substantive oversight without day-to-day operational control:

- (a) Right to Strategic Oversight & Reporting: The right to receive comprehensive high-level reports from the Foundation CEO, the Chairs of the Oversight Committee and IAG office, and the Holding Company Board at least quarterly.

(b) Right to Consultation on Strategic Direction: The Steward President shall be consulted in advance on major strategic decisions, including but not limited to the adoption of new mission areas, significant partnerships exceeding defined thresholds, or changes to the annual budget that materially affect core programs. The Board shall provide written documentation and consider the input in good faith.

(c) Executive Appointment & Removal: Sole power to appoint and, for cause, remove the Foundation's Chief Executive Officer (CEO) and subsidiary company CEOs. Removal of CEOs by subsequent Steward President must be ratified by the Holding Company Board.

(d) First Generation Oversight Committee Appointment: The First Steward President (Founder) has the sole power to appoint the first generation members of the independent Oversight Committee as provided in Article IX.1. Subsequent appointments follow Article IX.1.

(e) Limited Veto Right on Core Matters: A limited veto right on proposed amendments to Core Articles as defined in Article XIX.3 and on any Board resolution deemed to constitute material mission drift. The First Steward President's (Founder) veto is absolute and cannot be overridden by any body, board, or Trust. For subsequent Steward Presidents (Second, Third, etc.), the veto may be overridden only by a three quarters vote of the Combined Trusts Board (Purpose Trust and Family Trust acting jointly) after a mandatory reconsideration period.

(f) Right to Chair the Steward's Council: Shall serve as the non-executive Chair of the Steward's Council. For the First Steward President (Founder), this Council is designated the "Founder's Council." For subsequent Steward Presidents, it is designated the "Foundation's Advisory Council."

(g) Right to Nominate Board Members: May nominate or recommend candidates for Board positions, subject to standard confirmation processes.

(h) High-Level Representation & Engagement: Represents the Foundation at the continental and global level in all matters of strategic, diplomatic, and institutional significance. The Steward President leads and presides over such engagements, including major announcements, partnerships, and defining milestones of the Foundation. The Foundation CEO and other officers may accompany and support such engagements as appropriate. In the absence of the Steward President, representation may be delegated, but such delegation does not transfer the Steward President's authority.

(i) First Generation Appointments: The First Steward President (Founder) has the additional power to appoint the initial Trustees of the Jowih Purpose Trust as provided in Article XXIX.2, the initial Trustees of the Founder Family Trust as provided in Article XXX.2, the first generation IAG and any other first generation appointments. These first-generation appointment powers are personal to the Founder and do not transfer to subsequent Steward Presidents.

(I) Holding Company Governance Rights: The Founder shall retain the following exclusive rights regarding Jowih Holdings Limited and its subsidiaries:

(II) First CEO Appointments: Exclusive right to appoint the inaugural CEO of each new Operating Subsidiary. This appointment requires Holding Company Board ratification but cannot be unreasonably withheld.

(III) Cultural Principles: Authority to define up to five (5) "Legacy Cultural Principles" that must be incorporated into all subsidiary governance documents.

(IV) Strategic Veto: Right to veto any Holding Company strategic plan that fundamentally contradicts the Founder's original vision as documented in the Vision Charter.

(V) Board Attendance: Right to attend any Holding Company or subsidiary board meeting as a non-voting observer.

(j) Power to Appoint Special Advisors: The Steward President may appoint Special Advisors to provide expert counsel on specific strategic areas. Special Advisors serve at the Steward President's pleasure, have no independent authority, and are not constitutional officers. Their roles, duties, and salary shall be defined in operational documents or Board resolutions, not in this Constitution.

(k) Appointment of New Dawn City Administrator: Sole power to appoint and, for cause, remove the New Dawn City Administrator as provided in Article LVII.2(c)(x) and (xi).

6.3 Founder-Specific Privileges (Non-Transferable)

The following privileges are personal to the First Steward President (Founder) and do not transfer to any successor:

(a) Direct Control of Family Trust: The Founder maintains direct control over the Founder Family Trust as provided in Article XXX. Successors have no authority over the Family Trust.

(b) No Salary: **The Founder receives no salary** for holding the office of Steward President. **Subsequent Steward Presidents shall receive salary** as determined by the Remuneration Committee not less than \$1M as the Steward is not allowed to external office or job. This is to also provide stable financial support to the family.

(c) Unique Title: The title "Founder & Steward President" is personal to the Founder and is never used by any successor.

(d) Critical First Generation Appointments: The power to make first generation appointments across Foundation and other organs as provided in this Constitution, including the first generation Oversight Committee and initial Trustees of both Trusts.

(e) Cannot Be Removed: The Founder cannot be removed from office by any body, board, Trust, or referendum. The Founder may only voluntarily step down.

(f) Chair Founder council which siezes to exist after the founder no longer exist.

(g) Absolute veto: Founder veto is absolute. Incoming subsequent Steward president veto can be vetoed as in article 6.2 of this constitution.

(h) Appointment of Independent Auditor General & Trustees Oversight Panel: The first appointments shall be made by the Founder and subsequents appointed as required in this constitution. No subsequent Steward President has power to do these specific appointments.

6.4 Explicit Limitations

The Steward President's powers are strictly limited:

(a) No Override of Legal or Fiduciary Duties.

(b) Limited Operational Mandate: Shall not interfere in day-to-day operations unless necessary to prevent mission drift.

(c) Transparency Requirement: All exercises of power shall be documented and published.

(d) The Life Visionary does not appoint the Independent Auditor General. The IAG is appointed by unanimous vote of both Trusts as provided in Article XLIII.2 when the founder is not around.

6.5 No Deputy Steward President

There is no office of "Deputy Steward President," "Vice Steward President," or any similar title. No person shall act in the place of the Steward President except the Steward President personally. In the event of the Steward President's temporary incapacity, the Foundation CEO may exercise emergency administrative functions but shall not exercise the Steward President's reserved powers under Section 6.2. This prohibition is permanent and any attempt to breach such power shall be treated as Mission Threatening Action immediately.

6.6 Integration with Succession

Upon the Founder's voluntary step down, death, or permanent incapacity, all powers and authorities stipulated in Section 6.2 of this Article (excluding Founder-specific privileges under Section 6.3) shall be inherited by the subsequent Steward President honored as "Life Visionary", who shall exercise them in full while remaining bound by the limitations in Section 6.4.

6.7 Diplomatic Standards and Protocol Integrity

(a) All engagements involving the Steward President or the Foundation CEO shall adhere to standards of parity, efficiency, and institutional dignity.

(b) The Foundation shall not participate in any engagement where:

- (i) Access is delayed without operational justification;
- (ii) Representation is segregated or deprioritized in a manner inconsistent with peer participants;
- (iii) Logistical arrangements diminish the independence, security, or status of the office.

(c) Movement and access for the Steward President and the Foundation CEO shall be direct, secure, and commensurate with the level of engagement.

(d) The Foundation reserves the right to withdraw from or decline any engagement where protocol standards are not met.

(e) These standards apply equally across all jurisdictions, institutions, and host entities without exception.

6.8 Review and Amendment

This Article is a Tier 1 Core Article under Article XIX.3 and may only be amended as prescribed therein, with the Founder & Steward President's consent required during their lifetime.

ARTICLE VII - THE LIFE VISIONARY (SUCCESSOR STEWARD PRESIDENT)

7.1 Purpose & Role

The Life Visionary is the custodian of the Founder's legacy and the designated successor to exercise the stewardship guardianship powers. The Life Visionary is not a deputy, vice, or subordinate. The Life Visionary is the successor who, upon the Founder's voluntary step down, death, or permanent incapacity, becomes the Steward President. For purposes of numbering, the Founder is the First Steward President. The Life Visionary who succeeds the Founder shall be the Second Steward President. Each subsequent successor shall be numbered consecutively (Third, Fourth, Fifth, etc.). The honorific "Life Visionary" may be used alongside the numbered title.

7.2 Designation

Upon the Founder's voluntary step down, death, or permanent incapacity, or upon the expiry of a successor's term, the Founder's family, as defined in the Family Protocol and confidential ANNEX A, shall follow the nomination procedure outlined therein. The detailed procedures for succession (upon Founder's step down, death, or incapacity) and planned succession (after a Life Visionary's term ends) are distinguished and fully set forth in ANNEX A.

7.3 Assumption of Stewardship Powers

Upon the Founder's voluntary step down, death, or permanent incapacity, the Life Visionary shall immediately inherit and may exercise all the powers and responsibilities of the Steward President as defined in Article VI.2 (Supreme Guardian Powers), excluding the Founder-specific privileges under Article VI.3, and is bound by the limitations in Article VI.4. The successor exercises these powers under the title of Steward President (numbered Second, Third, etc.), with the honorific "Life Visionary."

The successor does not inherit the Founder-specific privileges under Article VI.3, including but not limited to direct control of the Founder Family Trust, the unique title "Founder & Steward President," the no-salary provision, the power to make first generation appointments (as those appointments are already made by the Founder), and the Founder's absolute veto (the successor's veto may be overridden as provided in Article VI.2(e)).

The position of Life Visionary (and any subsequent Steward President) shall receive salary and benefits as defined by the Foundation's remuneration policy.

7.4 Term, Renewal & Succession

(a) The Life Visionary (who, upon succession, becomes the Second or subsequent Steward President) shall serve a term of ten (10) years, renewable once for a maximum of twenty (20) consecutive years.

(b) Renewal requires positive evaluation by the Family Council and acknowledgement by both Trusts.

(c) Upon term expiration, a new Life Visionary shall be nominated and elected as detailed in confidential ANNEX A, and shall become the next numbered Steward President.

(d) Upon vacancy, the Founder's family council shall nominate a successor within ninety (90) days, and the Trusts shall acknowledge the nomination based on alignment with the Founder's vision. Any dispute between Trusts regarding nomination or succession shall be resolved through binding mediation as detailed in confidential ANNEX F.

7.5 Explicit Limitations

The Life Visionary (and any subsequent Steward President) shall not:

- (a) Amend or initiate amendments to any Core Articles except through the procedure in Article XIX;
- (b) Interfere with or overrule Board or management operational decisions except through the inherited guardian powers under Article VI.2;
- (c) Access or direct Foundation funds, assets, or contracts for personal benefit;
- (d) Hold, control, or be the registered owner of any Founder Shares or any equity interest in the Holding Company or Operating Companies;

(e) Exercise control over the Founder Family Trust, which remains separate and under the control of the Founder's family as provided in Article XXX and the Family Protocol.

7.6 Removal for Cause

The Life Visionary (or any subsequent Steward President holding the office after the Founder) may be removed before term expiration only for grave cause (as defined in ANNEX A) by the process set in the public referendum for removal of the holder of the Steward office under Article XLIV. No body, board, or Trust may personally remove the holder of the Steward Office.

7.7 Life Visionary as ex-officio Trustee & Dispute Resolution

The Life Visionary (and any subsequent Steward President) shall serve as a non-executive, ex-officio Trustee of the Jowih Purpose Trust (Article XXIX) for the duration of their term. Any disputes arising from nomination, election, or removal shall be resolved per the process outlined in confidential ANNEX A (internal mediation to binding arbitration).

7.8 Core Article Status

This Article is designated as a Tier 1 Core Article under Article XIX.3.

ARTICLE VIII - SUPREME GUARDIANSHIP & EXECUTIVE LEADERSHIP

Structural Authority and Separation of Powers The Founder shall exercise strategic influence over the Foundation solely through the office of the Steward President, who shall serve as the singular conduit of Founder lineage within the Foundation itself, with no other member of the Founder's lineage permitted to hold any positions therein; the Foundation shall remain institutionally independent in its operations, free from direct familial concentration or interference; ownership and oversight of the Holding Company shall reside with the Purpose Trust and the Founder Trust, acting through their professional appointed representatives and without engaging in direct operational management; no person serving within the Foundation, the Purpose Trust, the Founder Trust, or the Holding Company Board shall participate in, influence, or exercise authority over the appointment, supervision, evaluation, or advancement of any related individual, nor shall any combination of related persons be permitted to concentrate influence across these three governance structures; all familial relationships must be fully disclosed and shall be subject to strict review by the Independent Governance & Ethics Committee and any attempt to practice nepotism shall constitute a breach of governance integrity subject to immediate removal and this is absolute; this structure shall ensure that influence is centralized, oversight is indirect but effective, and execution remains professional and independent at all times.

8.1 The Steward President

The Steward President is the permanent guardian of the Foundation's mission and constitution, with supreme authority over the Foundation's objectives and strategic alignment, as provided in Article VIII.1 of the original Constitution. The First Steward President is the Founder. Subsequent Steward Presidents are numbered (Second, Third, etc.) and bear the honorific "Life Visionary."

The First Steward President (Founder) shall not receive any salary for holding this office, as provided in Article VIII.1(e) of the original Constitution. Subsequent Steward Presidents (Second, Third, etc.) may receive salary and benefits as determined by the Remuneration Committee, subject to Article III (Non-Profit & No-Equity Policy).

8.2 The Life Visionary

The Life Visionary is the designated successor to the Steward President, appointed by the Founder & Steward President or through an election process in accordance with the Family Protocol and ANNEX A, as provided in Article VIII.2 of the original Constitution. The Life Visionary has no authority to act on behalf of the Steward President during the Founder's lifetime except where expressly delegated in writing by the Founder & Steward President. There is no "Vice Steward" or deputy role.

The successor Steward President is bound by the same constitutional limitations as the Founder, except as expressly provided otherwise in this Constitution.

8.3 Foundation CEO

(a) The Foundation CEO is the chief executive responsible for day-to-day operations, implementing the strategy set by the Steward President, and managing the executive team, as provided in Article VIII.3 of the original Constitution.

(b) The Foundation CEO is appointed by the Steward President for a term of seven (7) years, renewable once, and may be removed by the Steward President at any time for cause, as provided in Article VIII.3(b).

(c) The Foundation CEO reports directly to the Steward President.

(d) The Foundation CEO shall form an Executive Team with clearly defined roles and lean team structures as outlined in Article X.

8.4 Steward President Public Presence

(a) Principle of Strategic Presence: The Steward President maintains a deliberate and selective public presence. His/Her appearances are reserved for matters of continental, strategic, and institutional significance.

(b) Nature of Appearances

The Steward President presides over:

- (i) Launch and inauguration of major continental projects;
- (ii) Reception of visiting heads of state or government at the Jowih Citadel;
- (iii) Signing of ADFA agreements with new signatory states;
- (iv) Annual convocations and high-level institutional gatherings;
- (v) Major milestone announcements;
- (vi) Moments requiring direct stewardship in protection of the Mission;
- (vii) Other engagements of comparable significance.

(c) Operational Communications

Routine communications, operational updates, and day-to-day media engagement are handled by the Foundation's Spokesperson.

(d) Political Neutrality in Appearance

The Steward President shall not appear at political rallies, campaign events, or partisan gatherings, in accordance with Article XLVII.

(e) Institutional, Not Personal, Visibility

The Steward President's public presence serves the Foundation. It is not used for personal promotion, commercial endorsement, or the cultivation of an individual public persona.

Article IX - Oversight & Independent Audit

9.1 Oversight Committee (3 Members)

- a) The Oversight Committee is composed of 3 members appointed by the Founder and future members are selected by the Combined Two Trusts for 7 years renewable once.
- b) The Oversight Committee is responsible for:
 - i. Reviewing compliance, budgets, and alignment with the Foundation's objectives.
 - ii. Escalating breaches or irregularities to the Steward President.
 - iii. Recommending corrective actions to the Steward President and Foundation CEO.
 - iv. Overseeing the Foundation's risk management framework.
 - v. Recommending removal of the Foundation CEO to the Steward President and the Two Trusts.
- c) The Oversight Committee has no executive authority and cannot remove the Steward President and IAG.
- d) At least one member must be independent (not a Foundation employee or contractor).

9.2 Independent Auditor General (IAG)

The Independent Auditor General (IAG) Office, powers, safeguards, audit supremacy mandate, funding guarantees, identity protection provisions, sub-office structure, security controls, movement restrictions, succession planning, and compromise-prevention mechanisms shall be governed in full by **Article XLIII (Audit Supremacy & The Independent Auditor General)** and the classified procedures contained in **ANNEX B**.

- i. Where any interpretive conflict exists between this Article 9.2 and Article XLIII, Article XLIII shall prevail.
- ii. Selection, vetting, security screening, identity redaction periods, foreign influence restrictions, monitoring protocols, and successor preparation timelines are exclusively defined in ANNEX B and are not required to be restated in public constitutional text.
- iii. Operational audit authority described in this Article is deemed automatically expanded to the full constitutional scope granted under Article XLIII.
- iv. All IAG Sub-Offices, field integrity units, and specialized audit functions operate under Article XLIII and ANNEX B authority while remaining functionally linked to this Article 9.2 mandate.

9.4 Collaboration

The Oversight Committee and the Independent Auditor General shall collaborate as needed, but maintain independence in their functions. Both bodies report separately to the Steward President.

9.5 Core Article Status

This Article is designated as a Tier 1 Core Article under Article XIX.3 and may be amended only through the procedures therein.

ARTICLE X - EXECUTIVE MANAGEMENT

10.1 CEO Authority & Limits

- a) The Foundation CEO exercises authority over the day-to-day operations of the Foundation, excluding New Dawn City and the commercial operations of Jowih Holdings Limited and the Jowih Group, implementing strategy as set by the Steward President and in accordance with this Constitution.
- b) The CEO's authority operates within defined governance frameworks, including:
 - i. the Delegation of Authority (DoA) established by the Steward President;
 - ii. spending parameters set within the approved annual budget;
 - iii. constitutional provisions safeguarding neutrality and preventing mission drift; and
 - iv. team structure and size limitations.
- c) In exercising this authority, the CEO shall ensure that all Foundation operations remain aligned with the strategic direction and intent of the Mission.
- d) New Dawn City operates as a distinct governance domain. The Foundation CEO holds no operational authority within New Dawn City, which is administered by the New Dawn City Administrator in accordance with Article LVII.
- e) Nothing in this Article shall be interpreted as granting the Foundation CEO operational command over Jowih Holdings Limited, the Jowih Group, or any Operating Company, except to the extent that this Constitution expressly provides for Foundation oversight, mission alignment, funding, or other reserved authority.

10.2 Foundation Mission Coordination Functions

- a) The Foundation shall maintain a lean mission-coordination structure responsible for strategic coordination, standards, policy development, mission oversight, continental alignment, and support for implementation across the Foundation's mission areas.
- b) The Foundation shall not duplicate the operational management functions of Jowih Holdings Limited, Jowih Group, or the Operating Companies.

c) The Foundation's mission-coordination functions shall include:

i. Infrastructure & Economic Development Coordination - establishes mission priorities, standards, and policy frameworks for infrastructure and economic development, while operational execution is undertaken through Jowih Holdings Limited and the Jowih Group;

ii. Health & Social Development Coordination - establishes mission priorities, standards, beneficiary protections, and policy frameworks for health and social development, while operational execution of commercial and operating entities is undertaken through the Jowih Group;

iii. Education & Workforce Coordination - establishes mission priorities, standards, workforce-development policy, and program frameworks, while operational execution of education enterprises and related entities is undertaken through the Jowih Group;

iv. Housing & Urban Development Coordination - establishes mission priorities, affordability principles, beneficiary protections, and urban-development standards, while operational execution is undertaken through the Jowih Group and applicable city structures;

v. Agriculture, Environment & Sustainability Coordination - establishes mission standards, sustainability requirements, and policy frameworks, while commercial and infrastructure execution is undertaken through the Jowih Group;

vi. Technology, Research & Innovation Coordination - establishes mission-aligned technology policy, strategic priorities, ethical standards, and coordination with the Jowih Group's research and innovation system, while research, technology development, commercialization, and spin-off execution shall be undertaken through the Jowih Group;

vii. Finance & Mission Allocation Coordination - oversees Foundation funding policy, Mission Fund allocation, Country Budget Pots, grants, reserves, and other Foundation financial functions, while commercial finance, investment, treasury, and operating capital management shall be undertaken through the Jowih Holdings Limited and Jowih Group structures; and

viii. Legal, Governance & Continental Coordination - coordinates constitutional compliance, ADFA, HGA frameworks, Foundation legal matters, dispute-resolution frameworks, and governance standards.

d) The functions described in this Article are coordination and mission-governance functions and shall not constitute operational command over Jowih Holdings Limited, the Jowih Group, or any Operating Company.

e) The Foundation CEO may establish appropriate internal offices, units, or designated officers to perform these functions, subject to the staffing and headcount controls established under Article XI.

10.3 Regional Executives

a) The Foundation shall appoint five Regional Executives for:

i. North Africa;

ii. West Africa;

iii. East Africa;

iv. Central Africa; and

v. Southern Africa.

b) Regional Executives shall coordinate Foundation mission implementation across countries within their respective regions and shall report to the Foundation CEO.

c) Regional Executives shall support PAN-Ambassadors and ensure alignment with continental Foundation standards.

d) Regional Executives shall not exercise operational command over Jowih Holdings Limited, Jowih Group, Operating Companies, or their executives.

e) Regional Executives may facilitate coordination between Foundation structures, participating States, and Jowih Group entities where authorized, but such facilitation shall not alter the governance or reporting structures of the Jowih Group.

10.4 Foundation CEO Executive Office

a) The Foundation CEO shall maintain a lean executive office focused exclusively on Foundation mission delivery, coordination, administration, financial allocation, integrity, programs, and country support.

b) The Foundation CEO's immediate office shall comprise no more than:

i. Foundation CEO;

ii. Executive Assistant; and

iii. Strategy Analyst,

subject to the staffing provisions of Article XI.

c) The principal CEO-support departments shall comprise:

i. Chief Finance & Allocation Office;

ii. Chief Integrity & Compliance Office;

iii. Secretariat;

iv. Programs Department; and

v. Country Support Unit.

d) No CEO Executive Office department shall be construed as a substitute for or duplicate of the Group Executive Structure established under Article 28.5.

e) Any increase beyond the applicable Foundation staffing limits shall require the approvals prescribed by this Constitution.

10.5 Public Service Fellows

(a) PAN-Ambassadors and Country Executive Directors are designated as full-time, professional roles compensated under the Public Service Fellows Compensation Framework as adopted by the Combined Trusts Board.

(b) FTE Status: Public Service Fellows are counted as employees for compensation purposes but are excluded from the Foundation's administrative FTE cap under Section 10.4(e) because their compensation is funded through Country Budget Pots (Article LIII) or the Mission Fund, not the central administrative budget.

(c) Compensation: Public Service Fellows shall receive:

(i) A professional base stipend determined by country tier (A, B, C) as defined in the Public Service Fellows Compensation Framework;

- (ii) Performance bonuses tied to independently verified milestone achievement;
- (iii) Health insurance, evacuation insurance, and workers' compensation;
- (iv) Defined-contribution pension vesting after 7 years of service.
- (d) No Equity: Nothing in this Section creates or implies any equity, shareholding, ownership, or profit-sharing interest in the Foundation, any Trust, or any Operating Company.
- (e) Term Limits: PAN-Ambassadors serve a maximum of two consecutive 7-year terms. Country Executive Directors serve a maximum of three consecutive 4-year terms. Cooling-off periods apply as defined in the Public Service Fellows Compensation Framework.
- (f) Prohibition on Outside Employment: Public Service Fellows are full-time roles. No Fellow may engage in outside employment, consulting, or business activities that interfere with Foundation duties or present a conflict of interest.

10.6 Human Resources Policy

- (a) The Foundation shall adopt a Human Resources Policy compliant with international best practices.
- (b) All staff shall be hired on merit, with mandatory background checks for roles involving beneficiaries.
- (c) Staff remuneration shall be reasonable, based on non-profit market rates, and approved by the Steward President.
- (d) No staff member shall receive dividends or profits from Foundation activities.
- (e) Annual Staffing Plan: Each department head must submit an annual staffing plan to the CEO, who consolidates and presents it to the Steward President for approval. The plan must include:
 - (i) Justification for each position;
 - (ii) Impact metrics for each role;
 - (iii) Analysis of administrative efficiency;
 - (iv) Succession planning for key roles.

10.7 Termination and Discipline

- (a) Staff may be terminated for cause (misconduct, breach of duties) by the CEO with Steward President approval. Public Service Fellows may be removed only under the procedures in Article LIV and the Public Service Fellows Compensation Framework.
- (b) Appeals may be made to the Oversight Committee and ultimately to the Steward President.
- (c) Gross misconduct includes:
 - (i) Creating or maintaining ghost workers;
 - (ii) Engaging in project cycling for funding;
 - (iii) Violating constitutional prohibitions on political activity;
 - (iv) Exceeding departmental FTE limits without approval;
 - (v) Falsifying staffing justifications.

10.8 Technology Optimization Requirement

- (a) Each department shall continuously assess how technology can reduce administrative burden while increasing efficiency.
- (b) The Foundation shall invest in automation and AI systems to handle routine administrative tasks through the Governance OS.
- (c) Self-service platforms shall be developed to empower staff and reduce coordination workload.
- (d) Annual technology investment shall be at least 10% of administrative budget to ensure continuous efficiency improvements.

10.9 Performance Metrics & Efficiency Targets

- (a) Each department shall maintain administrative efficiency ratio below 15% (admin costs vs. program delivery).
- (b) Span of control: Each manager shall supervise at least 3-5 direct reports to ensure lean structure.
- (c) Process automation: Departments shall target 30% reduction in manual processes annually.
- (d) Volunteer leverage: Each paid FTE (excluding Public Service Fellows) shall support at least 10 active Comrade Hub volunteers.

10.10 Succession & Knowledge Management

- (a) Each executive role must have at least one trained backup.
- (b) Knowledge transfer protocols must be documented for all critical functions.
- (c) Cross-training between departments shall be encouraged to maximize flexibility.
- (d) Institutional memory shall be systematically captured in the Foundation's knowledge base.

10.11 Operating Company Innovation Framework

The Foundation shall maintain confidential ANNEX O (Operating Company Innovation Framework) containing detailed provisions governing employee innovation, breakthrough determinations, royalty structures, and reward mechanisms for employees of all Operating Companies. ANNEX O is incorporated by reference and has binding legal effect. Notwithstanding ANNEX O, no employee shall receive equity, shares, or ownership in any entity. All intellectual property belongs irrevocably to the Foundation or Jowih IP Holdings. This Article is a Tier 2 Core Article.

10.12 R&D Hub Research Framework

The Foundation shall maintain confidential ANNEX R (Research & Development Framework) containing detailed provisions governing the six Continental R&D Hubs, including researcher compensation, royalty formulas, spin-off entity formation, patent allocation, and commercialization pathways. ANNEX R is incorporated by reference and has binding legal effect. All intellectual property belongs irrevocably to Jowih IP Holdings. This Article is a Tier 2 Core Article.

10.13 New Dawn City Governance Integration

- (a) The New Dawn City Administrator is not part of the Foundation CEO's executive team. The Administrator reports directly to the Steward President as provided in Article LVII.
- (b) New Dawn City executives are not counted under the Foundation's administrative FTE cap. They are funded through New Dawn City revenue and governed by the New Dawn City Administrator under Article LVII.

- (c) The Foundation CEO and the New Dawn City Administrator shall coordinate on:
 - (i) Workforce deployment (Comrade Hub graduates entering New Dawn City);
 - (ii) Technology transfer from R&D Centers into New Dawn City;
 - (iii) Replication of New Dawn City models to other cities;
 - (iv) Budget alignment between Mission Fund and New Dawn City revenue.
- (d) Disputes in coordination shall be resolved by the Steward President, whose decision is final and binding.

10.14 Communications and Spokesperson

- (a) The Foundation shall maintain a Communications Office responsible for all public communications, media relations, and information dissemination.
- (b) A designated Spokesperson shall serve as the primary public interface for routine media engagement, press briefings, and official statements on behalf of the Foundation.
- (c) The Spokesperson communicates positions that are:
 - (i) Approved by the Foundation CEO for operational matters; and
 - (ii) Aligned with the strategic direction of the Steward President.
- (d) The Spokesperson does not set policy, interpret strategy independently, or act beyond authorized communications.
- (e) The Steward President and the Foundation CEO may communicate directly where appropriate, in accordance with their respective roles.
- (f) All major announcements - including new partnerships, ADFA agreements, bond issuances, and continental initiatives - shall be made by the Steward President or through the Spokesperson with the Steward President's explicit authorization.
- (g) The Communications Office shall coordinate with the IAG to ensure all public communications comply with transparency requirements and do not compromise security or ongoing investigations.

Article XI - Responsible Staffing & Anti-Ghost Worker Safeguards

XI.1 Principle of Lean and Efficient Staffing All hiring decisions must be justified by a clear and present operational need directly tied to the Foundation's strategic objectives as defined in Article II. The Foundation and all Operating Companies shall prioritize leveraging technology and the Comrade Hub network (per Article XXIII) to scale impact without unnecessary administrative bloat.

XI.2 Mandatory Staffing Plan and Headcount Cap

- a) Annual Staffing Plan: The CEO (for Foundation) or equivalent executive (for each Operating Company) shall prepare an Annual Staffing Plan for approval by their respective Board or the Jowih Purpose Trust. This plan must detail:
 - i. Proposed new hires, with written justifications linking each role to specific strategic outcomes.
 - ii. The total full-time equivalent (FTE) employee count and total personnel budget.
 - iii. An organizational chart demonstrating clear reporting lines and spans of control.

b) The Foundation shall maintain lean operations with headcount caps set annually based on operational requirements, guided by the principle that core administrative functions shall not exceed 10 FTE without supermajority Board approval. **Operating**

Companies may establish separate, justified caps appropriate to their commercial scale.

XI.3 Anti-Ghost Worker & Payroll Integrity Measures

- a) Definition: A "Ghost Worker" is defined as any individual who receives compensation from the Foundation or any Operating Company without performing bona fide services, including but not limited to fictitious employees, departed employees kept on payroll, or individuals receiving salaries for no-show jobs.
- b) Pre-Hire Verification: No individual may be added to the payroll without:
 - i. A signed employment contract.
 - ii. Completed personnel file with verified credentials.
 - iii. Formal onboarding documented by the HR department.
- c) Biometric & Continuous Verification: For all operational offices, the Foundation and Operating Companies shall implement a secure, privacy-compliant biometric (or similar robust) attendance system through the Governance OS. All staff must be physically verified as active at least once per payroll cycle.
- d) Segregation of Duties: The functions of hiring, payroll processing, and attendance verification shall be separated among different departments to prevent collusion.

XI.4 Independent Auditor General's Mandate for Payroll Audit

- a) The Independent Auditor General (IAG), under their mandate in Article XLIII, shall conduct quarterly random payroll audits across the Foundation and all Operating Companies.
- b) These audits shall specifically verify the existence and active employment of a statistically significant sample of staff, cross-referencing payroll records with attendance data, work output, and bank payment confirmations.

c) The IAG has the authority to initiate unannounced physical headcounts and desk audits to verify employee presence.

XI.5 Consequences for Violations

a) Gross Misconduct: Knowingly creating or maintaining a ghost worker, or approving hires in violation of the staffing cap without authorization, constitutes gross misconduct and immediate grounds for dismissal, as per Article 10.7.

b) Financial Liability: Any individual found to have facilitated ghost workers shall be personally liable for the full restitution of all fraudulently paid funds, plus associated costs.

c) Criminal Referral: All instances of suspected ghost worker fraud shall be reported to law enforcement authorities.

d) Managerial Accountability: Department heads who exceed their approved staffing budget without authorization shall be subject to disciplinary action, including suspension of hiring privileges and financial penalties.

XI.6 Public Transparency

The Foundation's Annual Impact Report (Article XXXV) shall include a summary of its total FTE count, personnel costs as a percentage of total expenses, and a note confirming the IAG's review of payroll integrity. Each Operating Company shall provide similar summaries to the Foundation for integration into the report, ensuring transparency across all entities.

XI.7 Prohibition on Project Cycling for Funding

a) Prohibition: The Foundation and Operating Companies shall not engage in or support **Project Cycling**. All projects must be initiated with a clear timeline, measurable milestones, and completion criteria documented in the Annual Staffing Plan or budget (per Article V). Relaunches or extensions require Board approval with evidence of prior value delivered and a root-cause analysis of any stalls.

b) Staffing Integration: No new hires or resource allocations shall be approved for relaunched projects suspected of cycling. The IAG shall audit project histories during payroll reviews to detect patterns of cycling.

c) Consequences: Engaging in Project Cycling constitutes gross misconduct, subject to the sanctions in XI.5, including restitution of misallocated funds and potential criminal referral if fraudulent intent is found.

XI.8 Application Across Entities These measures apply across all entities, with the IAG (Article XLIII) auditing compliance to ensure independence does not lead to bloat or mission drift.

XI.9 Administrative Efficiency Ratio: The Foundation shall target maintaining administrative costs below 15% of total program expenditures, with any variance above 20% triggering mandatory operational review.

XI.10 Clarification on Volunteer Leadership & the Africa Development Network (ADU)

a) The headcount caps and FTE definitions in this Article apply to salaried employees of the Jowih Foundation and its Operating Companies.

b) Volunteer Leaders may receive a modest stipend, determined by the Remuneration Committee, to cover communication, transportation, and time costs, along with reimbursement for pre-approved, mission-essential expenses. These stipends shall be categorized as "Program Implementation" costs, not "Staff Salaries."

c) The work of Volunteer Leaders shall be amplified and supported by the volunteer network of the Comrade Hub (Article XXIII), ensuring the ADN operates on a principle of distributed, community-sourced effort, not a traditional bloated administrative structure.

e) The Foundation's core administrative staff is responsible for providing centralized support, systems, and direct disbursement execution (per Article LIII) to the ADN's Volunteer Leaders.

XI. Core Article Status

This Article is designated as a Tier 2 Core Article under Article XIX.3 and may be amended only through the procedures therein.

Article XII - Indemnification and Limitation of Liability

12.1 Indemnification: The Foundation shall indemnify and hold harmless, to the fullest extent permitted by law, any Governor, Officer, employee, or agent against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any proceeding arising from their good-faith performance of duties for the Foundation, provided they acted honestly and in the best interests of the Foundation.

12.2 Limitation of Liability: No Governor or Officer shall be personally liable for any debt, liability, or obligation of the Foundation solely by reason of being a Governor or Officer, except in cases of willful misconduct, gross negligence, or breach of fiduciary duty as determined by a court.

12.3 Insurance: The Foundation shall maintain directors' and officers' liability insurance as part of its insurance obligations under Article XVII.

12.4 Advancement of Expenses: The Foundation may advance expenses for defense upon receipt of an undertaking by or on behalf of the indemnified person to repay such amount if it is ultimately determined that the person is not entitled to be indemnified by the Foundation.

12.5 Non-Exclusivity: The rights to indemnification and advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the Foundation's Constitution, agreement, vote of Members or disinterested Governors, or otherwise.

12.6 Survival: The indemnification and advancement of expenses provided by this Article shall continue as to a person who has ceased to be a Governor, Officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

12.7 Amendments: Any repeal or modification of this Article shall not adversely affect any right or protection of a Governor, Officer, employee, or agent existing at the time of such repeal or modification.

12.8 Severability: If any provision of this Article is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable.

ARTICLE XIII - DIRECT PROCUREMENT, EXECUTION & STRATEGIC PARTNERSHIPS

13.1 Principle of Direct Execution

13.1.1 The Foundation is a direct executor of its mission, not a pass-through funder or contract manager. The default model is direct execution by Foundation personnel, Exchange programme graduates, Comrade Hub workforce, and Foundation-controlled entities.

13.1.2 Third-party contractors shall be engaged only where:

- (a) Specialized expertise or equipment is not available within the Foundation;
- (b) Geographic scale requires local presence that the Foundation has not yet established;
- (c) Emergency circumstances under Article XLVI require immediate deployment;
- (d) Strategic partnerships under Article 13.5 provide technology transfer or capacity building benefits that outweigh direct execution.

13.1.3 The Foundation shall maintain a bias toward building internal capacity rather than outsourcing.

13.2 Direct Procurement

13.2.1 When the Foundation procures goods, equipment, or materials for direct execution, procurement shall be:

- (a) Transparent and documented;
- (b) Competitive where multiple suppliers exist;
- (c) Logged in the Governance OS with immutable timestamps.

13.2.2 The Foundation shall prioritize:

- (a) African suppliers where quality and cost are competitive;
- (b) Suppliers that demonstrate commitment to local content and workforce development;
- (c) Suppliers that sign Contributor Trust Agreements (Article XVI.2) where intellectual property is involved.

13.2.3 All procurement actions shall be subject to IAG audit.

13.3 Limited Engagement of Contractors

13.3.1 When the Foundation engages third-party contractors, the following shall apply:

- (a) Contracts shall be time-bound and scope-limited;
- (b) Contractors shall comply with the Foundation's Vendor Code of Conduct (Article 13.7);
- (c) Contractors shall hire certified Comrade Hub members for a minimum percentage of positions, as determined by the Foundation;
- (d) Contractors shall provide on-the-job training to Comrade Hub members;
- (e) Contractors shall not subcontract without Foundation approval.

13.3.2 The Foundation shall not enter into contracts that:

- (a) Transfer operational control to the contractor;
- (b) Grant the contractor intellectual property rights (Article XVI);
- (c) Lock the Foundation into long-term exclusivity;
- (d) Prevent the Foundation from building its own capacity in the relevant area.

13.3.3 All contractor engagements shall be published on the Public Dashboard, including scope, duration, and value.

13.4 Strategic Partnerships

13.4.1 Strategic partnerships with technology companies, research institutions, and foreign entities shall be governed by Article XX.6 (Technology Transfer as Default Condition).

13.4.2 Such partnerships shall include:

- (a) Binding technology transfer agreements;
- (b) Joint intellectual property provisions consistent with Article XVI;
- (c) Training and capacity building commitments;
- (d) Local content and local manufacturing requirements where feasible.

13.4.3 The Foundation shall not enter into exclusive strategic partnerships that would prevent it from partnering with other entities in the same sector (consistent with Article XX.4).

13.4.4 All strategic partnership agreements shall require Steward Office approval, IAG approval, and a written agreement that includes anti-corruption clauses and compliance with this Constitution.

13.5 ADFA Execution (Article XX.9)

13.5.1 Under the Accelerated Development Framework Agreement (ADFA), the Foundation executes projects directly as provided in Article XX.9.8.

13.5.2 Direct execution by the Foundation under the ADFA does not require competitive tender or contractor engagement.

13.5.3 Where contractors are engaged for specialized components of ADFA projects, the requirements of Article 13.3 shall apply.

13.6 Conflict of Interest

13.6.1 All governors, officers, staff, and partners shall declare any actual, potential, or perceived conflict of interest.

13.6.2 Any transaction with a related party (including board members, officers, staff, or their family members) shall require:

- (a) Board approval (with the conflicted party recused);
- (b) Independent valuation to confirm fair market value;
- (c) Public disclosure of the transaction and the conflict.

13.6.3 Failure to disclose a conflict of interest shall constitute gross misconduct under Article XXII.

13.7 Vendor and Contractor Code of Conduct

13.7.1 All vendors and contractors engaged by the Foundation shall sign the Foundation's Vendor Code of Conduct, which includes:

- (a) Anti-corruption and anti-bribery provisions;
- (b) Child labor prohibition;
- (c) Environmental compliance;
- (d) Data protection and confidentiality;
- (e) Compliance with the Foundation's political neutrality;
- (f) Commitment to Comrade Hub hiring and training.

13.7.2 Violation of the Vendor Code of Conduct shall constitute grounds for immediate termination, blacklisting, and legal action.

13.7.3 The Foundation shall maintain a blacklist of vendors and contractors who have violated the Code of Conduct.

13.8 Transparency and Public Access

13.8.1 The Foundation shall maintain a public Procurement and Partnerships Portal as part of the Public Dashboard (Article XXXV), showing:

- (a) Direct procurement actions above de minimis threshold;
- (b) Contractor engagements, including scope, duration, and value;
- (c) Strategic partnership agreements (redacted for confidentiality where necessary);
- (d) Contractor performance and compliance.

13.8.2 The IAG shall audit the Portal annually for completeness and accuracy.

13.9 Reporting and Annual Review

13.9.1 The Foundation shall publish an annual Procurement and Partnerships Report, including:

- (a) Total value of direct procurement, by category and region;
- (b) Total value of contractor engagements, with justification for each;
- (c) Local content achieved;
- (d) Workforce development outcomes from contractor hiring;
- (e) Conflicts disclosed and managed.

13.9.2 The Annual Report shall be included in the Annual Impact Report (Article XXXV).

13.10 Core Article Status

This Article is designated as a Tier 2 Core Article under Article XIX.3, requiring supermajority approval for amendments.

Article XIV - Safeguarding, Child Protection & Beneficiary Selection

14.1 Commitment to Child Safeguarding The Foundation shall adopt and enforce a Child Safeguarding Policy consistent with international standards (UNICEF/WHO guidance), including background checks, training, child-friendly reporting, and survivor support.

14.2 Beneficiary Selection Principles Selection of beneficiaries shall be guided by objective needs assessments, case management, and non-discrimination. Reunification with families is prioritized where appropriate.

14.3 Complaints, Investigations & Whistleblowing A protected whistleblower mechanism with anonymous reporting, investigation protocols, and no-retaliation guarantees shall be established. Findings and remediations will be published redacting sensitive personal data.

Article XV - Data Protection & Privacy

15.1 Data Governance The Foundation shall maintain a Data Protection Policy compliant under **Article XXXIX - Technology & Data Integrity (Modern Compliance)** to secure personal data of beneficiaries, staff and users.

15.2 User Transparency Data collected for donors, app-users and beneficiaries shall be used only for stated purposes and reported in privacy notices. The Dashboard shall preserve privacy: financial transparency without revealing personal identified donor details unless expressly consented.

ARTICLE XVI - INTELLECTUAL PROPERTY & SOVEREIGN INNOVATION

16.1 IP Ownership

16.1.1 All intellectual property created by or for the Foundation or partners, including but not limited to branding, software, algorithms, research data, patents, trademarks, trade secrets, designs, and proprietary processes, shall be owned by the Foundation or licensed to it under terms protecting the Mission.

16.1.2 The Jowih IP Company (Singapore), a 100% owned subsidiary of Jowih Holdings Limited, shall serve as the central repository and holding entity for all Foundation intellectual property.

16.1.3 The following categories of intellectual property shall be owned exclusively by the Jowih IP Company:

- (a) All trademarks, service marks, and branding associated with "Jowih" and the Foundation;
- (b) All patents and patent applications arising from Foundation research, development, or strategic acquisitions;
- (c) All software code, source code, and digital platforms developed for or by the Foundation, including the Jowih COS and Governance OS;
- (d) All research data, algorithms, and proprietary methodologies developed by Foundation R&D hubs or the sensitive research hubs
- (e) All trade secrets, know-how, and confidential processes developed in the course of Foundation activities;
- (f) All copyrights and creative works produced for or by the Foundation.

16.1.4 No employee, contractor, researcher, volunteer, or affiliate of the Foundation may claim personal ownership of any intellectual property created using Foundation resources, facilities, or time.

16.2 Contributor Trust Agreement

16.2.1 All persons who contribute to the creation of Foundation intellectual property - including employees, contractors, researchers, volunteers, and partners - shall sign a Contributor Trust Agreement.

16.2.2 The Contributor Trust Agreement shall:

- (a) Assign all rights, title, and interest in the contributed intellectual property to the Jowih IP Company;
- (b) Waive any moral rights to the extent permissible by law;
- (c) Acknowledge that no equity, shares, or ownership in any Foundation entity accrues from such contribution;
- (d) Submit to binding arbitration for any disputes regarding IP ownership.

16.2.3 Failure to sign a Contributor Trust Agreement shall disqualify any person from participating in Foundation research, development, or creative activities.

16.3 Licensing Framework

16.3.1 The Foundation may license its intellectual property to third parties only under terms that preserve the Asset Lock (Article XXV) and Mission priorities (Article II).

16.3.2 Licenses shall be categorized as follows:

- (a) Open Licenses: For non-core, educational, or public benefit IP, the Foundation may use open-source or Creative Commons licenses to maximize continental impact.
- (b) Commercial Licenses: For revenue-generating IP, the Foundation may license to third parties at fair market value, with all proceeds flowing to the Mission Fund.
- (c) Strategic Licenses: For IP critical to continental sovereignty, the Foundation may license exclusively to African entities or state-owned enterprises at preferential rates.
- (d) Internal Licenses: For operating companies and subsidiaries, licenses shall be granted automatically but subject to mission alignment review.

16.3.3 No license shall permit sub-licensing to foreign entities without Foundation approval.

16.3.4 No license shall permit the transfer, sale, or encumbrance of Foundation IP as collateral or security.

16.4 Technology Transfer and African Capacity Building

16.4.1 As provided in Article 20.6, the Foundation shall require technology transfer agreements as a default condition of foreign partnerships.

16.4.2 Technology transfer agreements shall:

- (a) Provide African engineers, technicians, and researchers with access to relevant intellectual property under fair and non-discriminatory terms;
- (b) Establish local manufacturing, assembly, or maintenance capacity;
- (c) Include training and skills development components;
- (d) Permit the Foundation to sub-license technology to African entities for public benefit purposes.

16.4.3 The Foundation shall maintain a Technology Transfer Registry, documenting all technology transfer agreements and their outcomes.

16.5 Patent Strategy

16.5.1 The Foundation shall pursue an aggressive patent strategy to protect African innovation and prevent exploitation by anyone.

16.5.2 Patents shall be filed in:

- (a) Key African jurisdictions through the African Regional Intellectual Property Organization (ARIPO) and Organisation Africaine de la Propriété Intellectuelle (OAPI);
- (b) Major international markets (United States, European Union, China, India, Brazil) to prevent hostile patenting of African innovations;
- (c) Such other jurisdictions as the Foundation deems strategic.

16.5.3 The Foundation shall not enforce patents against:

- (a) African non-profit organizations or public institutions using the technology for public benefit;
- (b) Academic or research institutions for non-commercial research;
- (c) Least developed countries as defined by the United Nations.

16.5.4 The Foundation shall enforce patents against:

- (a) Foreign entities seeking to exploit African innovations without fair compensation;
- (b) Any entity using Foundation IP to undermine the Mission;
- (c) Commercial entities refusing reasonable licensing terms.

16.6 Trade Secrets and Confidential Information

16.6.1 The Foundation shall maintain strict protections for trade secrets and confidential information, including:

- (a) Proprietary algorithms and software architectures;
- (b) Research data and methodologies;
- (c) Strategic plans and acquisition targets;

(d) Security protocols (as provided in Annex M).

16.6.2 All employees, contractors, and partners with access to trade secrets shall sign confidentiality agreements with indefinite duration.

16.6.3 Breach of trade secret protection shall constitute gross misconduct under Article XXII and shall trigger immediate legal action.

16.7 Open Innovation and Open Source

16.7.1 Notwithstanding the protections above, the Foundation is committed to open innovation and open-source principles where they serve the Mission.

16.7.2 The Foundation shall:

- (a) Publish non-core research data and findings for public benefit;
- (b) Contribute to open-source software communities where consistent with the Mission;
- (c) Share anonymized data for academic and policy research;
- (d) Participate in continental and global standards-setting bodies.

16.7.3 The Foundation shall not publish or open-source:

- (a) Core proprietary algorithms that give the Foundation competitive advantage;
- (b) Security-related code or protocols;
- (c) Trade secrets or strategic research.

16.8 Critical IP and the Research

16.8.1 Critical Intellectual property arising from the Research Centers shall be owned by the Jowih IP Company but classified as sensitive.

16.8.2 Such IP shall not be:

- (a) Published or open-sourced;
- (b) Licensed to any foreign entity;
- (c) Disclosed outside the Foundation without Steward Office approval.

16.9 Revenue and Mission Fund

16.9.1 All revenue generated from intellectual property - including licensing fees, royalties, and patent proceeds - shall flow to the Mission Fund (Article V.3).

16.9.2 No portion of IP revenue shall be distributed to any private person.

16.9.3 IP revenue shall be reinvested in research, development, and innovation capacity building.

16.10 Enforcement and Dispute Resolution

16.10.1 The Foundation shall pursue legal action against any entity infringing Foundation intellectual property rights.

16.10.2 The Foundation shall maintain a legal fund for IP enforcement, funded from the Mission Fund.

16.10.3 Disputes regarding IP ownership or licensing shall be resolved under Article XVIII (Dispute Resolution).

16.11 Annual IP Report

16.11.1 The Foundation shall publish an annual Intellectual Property Report, including:

- (a) Patents filed and granted, by jurisdiction;
- (b) Licensing agreements entered into;
- (c) Technology transfer agreements executed;
- (d) Revenue generated from IP;
- (e) Legal enforcement actions taken.

16.11.2 The Annual IP Report shall be included in the Annual Impact Report (Article XXXV).

16.12 Core Article Status

This Article is designated as a Tier 2 Core Article under Article XIX.3, requiring approval for amendments to ensure the Foundation's intellectual property remains protected and mission-aligned in perpetuity.

Article XVII - Risk, Compliance & Insurance

17.1 Risk Management A formal Risk Register and Risk Management Policy shall be maintained; significant operational or reputational risks must be reported to the Board.

17.2 Insurance Appropriate insurance (professional indemnity, directors & officers, property, medical) shall be maintained.

Article XVIII - Dispute Resolution

18.1 Internal Resolution Disputes between Board Members, between Board and Founder, or between staff and Board shall first attempt internal resolution per procedures as in the ANNEX F.

18.2 External Arbitration If internal resolution fails, disputes shall be settled by arbitration (e.g., Mauritius International Arbitration Centre) under laws of Mauritius or any other, unless parties agree otherwise.

Article XIX - Amendment Procedure

Recital - Constitutional Integrity & Mission Continuity

This Amendment Procedure exists to preserve the perpetual Mission of the Foundation, prevent hostile capture or mission drift, ensure intergenerational fidelity to Founding Purpose, and maintain global trust and legitimacy. Amendments shall only be permitted under exceptional conditions and through transparent, democratic, and expert-governed oversight.

19.1 Amendment Initiation

- (1) An amendment to any Article of this Constitution may be proposed only by:
- (a) the Founder; or
 - (b) a two-thirds (2/3) majority of the combined boards from Purpose Trust and Family Trust; or
 - (c) a verified petition of at least five percent (5%) of registered active app users and verified citizens in the Governance OS referendum database submitted to the Board.

19.2 General Amendment Threshold (Non-Core Articles)

- (1) Any amendment to a non-Core Article shall require:
- (a) a two-thirds (2/3) affirmative vote of the full combined boards from Purpose Trust and Family Trusts; and
 - (b) approval by a three-quarters (3/4) majority of Members present and voting at a properly convened Extraordinary General Meeting; and
 - (c) independent legal review confirming compliance with applicable law.

19.3 Core Articles - Tiered Entrenchment

19.3.1 Core Articles are divided into two Tiers based on their foundational importance to Mission protection and structural integrity:

Tier 1 Core Articles ("Sanctum")

These articles are given the highest level of protection to prevent mission drift.

- (i) Article I - Definitions & Interpretation**
- (ii) Article II - Legal Form, Registered Office & Objects**
- (iii) Article III - Non-Profit & No-Equity Policy**
- (iv) Article V - Funding, Financial Controls & Revenue Flow**
- (v) Article V.A - Financial Disbursement Integrity & Anti-Leakage Mechanisms**
- (vi) Article VI - Founder & Founder Privileges**
- (vii) Article VII - Life Visionary Role & Limited Founder Powers**
- (viii) Article XIX - Amendment Procedure**
- (ix) Article XXI - Dissolution & Asset Distribution**
- (x) Article XXV - Asset Lock & Perpetuity**
- (xi) Article XXVI - Severability, Saving Clause & Anti-Diversion of Foundation Assets**
- (xii) Article XXVIII - Ownership & Control Structure (Mission Protection Framework)**
- (xiii) Article XXIX - Jowih Purpose Trust (Control Layer)**
- (xiv) Article XXX - Founder Family Trust (Legacy & Security Layer)**
- (xv) Article XXXI - Operating Companies and Dividend Flow**
- (xvi) Article XLVIII - Mission-Lock and Perpetual Alignment**

Tier 2 Core Articles ("Critical Governance")

These articles are given extremely high level of protection to prevent mission drift.

- (i) Article VIII - Board of Governors - Composition & Duties**
- (ii) Article XI - Responsible Staffing & Anti-Ghost Worker Safeguards**
- (iii) Article XIII - Direct Procurement, Execution & Strategic Partnerships**
- (iv) Article XIV - Safeguarding, Child Protection & Beneficiary Selection**
- (v) Article XXII - Ethics, Anti-Corruption & Sanctions**
- (vi) Article XXIII - Community Participation & Workforce Sovereignty**
- (vii) Article XXIV - Development Acceleration Framework**
- (viii) Article XXXIII - Mission Investment & Non-Voting Share Protections**
- (ix) Article XXXIV - Donations, Partnerships & Contributions**
- (x) Article XXXV - Transparency, Audit & Public Accountability**
- (xi) Article XXXVI - Whistleblower & Ethics Protection**
- (xii) Article XXXVII - Anti-Money Laundering & Counter-Terrorism Financing**
- (xiii) Article XXXVIII - Cultural Competence & Local Adaptation**
- (xiv) Article XXXIX - Technology & Data Integrity (Modern Compliance)**
- (xv) Article XLI - Investment and Endowment Management**
- (xvi) Article XLII - Monitoring, Evaluation, and Impact Assessment**
- (xvii) Article XLIII - Audit Supremacy & The Independent Auditor General**
- (xviii) Article XLIV - The Public Referendum Process**
- (xix) Article XLV - Strategic Acquisitions & Commercial Enterprise Alignment**
- (xx) Article XLVI - Emergency Response & Continuity of Operations**
- (xxi) Article XLVII - Political Neutrality & Advocacy Limits**
- (xxii) Article XLIX - Community-Driven Automation & Decentralized Governance**
- (xxiii) Article L - Distributed Infrastructure and Data Sovereignty**
- (xxiv) Article LI - Funding Integrity and Non-Dilution**
- (xxv) Article LIII - Phased Funding & Direct Disbursement Model**
- (xxvi) Article LIV - Africa Development Network (ADN)**
- (xxvii) Article LV - Incorporation of Private Annexes**

19.3.2 Amendment Requirements for Core Articles

- (1) Any amendment to a Core Article shall require:
- (a) Combined Purpose and Family Trusts Board Approval
 - (i) Unanimous approval for Tier 1 Articles
 - (ii) 75% supermajority approval for Tier 2 Articles

- (b) Founder's Consent - where living and competent
- (c) Public Referendum Approval (per Article XLIV)
- (i) 75% approval for Tier 1
- (ii) 66.7% approval for Tier 2
- (iii) Minimum 60% quorum of eligible voters
- (d) Independent Oversight Panel Approval - unanimous
- (e) Judicial Review
- (i) Not contrary to law or public policy
- (ii) In the long-term best interests of the Mission
- (iii) Free of improper influence

19.3.3 Streamlined Process for Non-Fundamental Tier 2 Amendments

- (1) Applicability: Restricted to amendments that:
 - (a) update references to law/technology/standards; or
 - (b) clarify language without altering substantive rights; or
 - (c) adjust timelines/thresholds/reporting where protections remain intact; and
 - (d) are certified as non-fundamental by the Independent Auditor General and the Oversight Panel.
- (2) Approval Pathway:
 - (a) 85% Combined Trusts Board approval
 - (b) Unanimous Oversight Panel approval
 - (c) Written IAG certification
 - (d) 90-day public notice prior to effect
- (3) Exclusions: The following must not be modified in any circumstance:
 - (a) The Dividend flow from Jowih Technologies and operating companies to the Holding Company and From Holding Company to the Foundations 90% / Family Trust 10%.
 - (b) Jowih Purpose Trust powers
 - (c) Founder Family Trust powers
 - (d) Asset Lock
 - (e) Amendment process itself

19.3.4 Mandatory Review of Tier 2 Articles

- (1) Every ten (10) years the Oversight Panel shall review all Tier 2 Articles.
- (2) The review shall determine:
 - (a) continuing relevance and effectiveness;
 - (b) impact of legal/technological developments;
 - (c) appropriate Tier classification.
- (3) Outcomes may include:
 - (a) No change
 - (b) Technical amendment (using 19.3.3)
 - (c) Reclassification (requires Tier 2 amendment process)
- (4) Review does not itself constitute amendment.

19.4 Time-Lock

- (1) No Core Article amendment becomes effective earlier than one-hundred-eighty (180) days after final approval.
- (2) Streamlined Tier 2 amendments remain subject to a ninety (90) day delay.

19.5 Structural Supremacy Clause

- (1) The separation of control between:
 - (a) the Jowih Purpose Trust (Article XXIX); and
 - (b) the Foundation (Article II);

is an integrated and legally enforceable system.

- (2) Any attempt to amend a Core Article without strict compliance with this Article shall be null and void and shall:
 - (a) constitute a fundamental breach of fiduciary duty; and
 - (b) trigger enforcement mechanisms of the Jowih Purpose Trust.

19.6 Statutory Compliance & Existential Threat Safeguard

- (1) Where strict legal compliance requires amendment to avoid:
 - (a) dissolution; or
 - (b) loss of core charitable status;
 the Board may approve the minimum change necessary by a 95% supermajority.
- (2) Such amendments shall be publicly disclosed with supporting legal opinions within seven (7) days.

19.7 Incorporation of Private Annexes

No amendment to this Constitution may alter, override, or invalidate the binding effect of the confidential ANNEXES A through L of the Private Constitution, except where such amendment explicitly addresses a specific ANNEX provision and complies with the amendment thresholds applicable to the related Core Article. Any inconsistency between this public Constitution and the Private Constitution shall be resolved in favor of this public Constitution, but the Private Constitution remains binding on all Foundation organs, trustees, officers, and volunteers as an operational and governance instrument.

19.8 Core Article Status

This Article is designated as a Tier 1 Core Article under Article XIX.3 and may be amended only through the procedures therein.

ARTICLE XX - PARTNERSHIP WITH AFRICAN STATES & AFRICA UNION

20.1 Support for National Goals

The Foundation exists to support and accelerate the achievement of continental and national development goals within its mission scope. The Foundation shall act as an execution partner, innovation accelerator, technology transfer conduit, and source of sustainable, non-conditioned catalytic funding for mutually agreed priorities.

The Foundation does not supplant the State. It strengthens the State's capacity to serve its citizens by providing capital, technical expertise, and implementation capability that states may lack.

20.2 Economic Benefit & Fiscal Multiplier

The Foundation recognizes that its projects generate local economic activity, employment, tax revenue, and fiscal stability. The Foundation shall:

- (a) Structure projects to maximize local content, local labor, and local supply chains;
- (b) Prioritize technology transfer and skills training as conditions of major infrastructure investments;
- (c) Encourage co-investment models where states contribute land, regulatory facilitation, or policy alignment in exchange for Foundation capital and execution;
- (d) Document and publish (in aggregate) the fiscal multiplier effect of Foundation projects to demonstrate the mutual benefit of partnership.

20.3 Oversight and Independence

The Foundation shall provide states with appropriate visibility into the impact and financial flow of its projects for accountability purposes. Such visibility shall include:

- (a) Quarterly project progress reports;
- (b) Audited financial statements for state-funded portions of projects (where applicable);
- (c) Impact assessments verified by independent third parties.

However:

- (d) Assets remain owned by the public through the Foundation, not political actors. No state may claim ownership, control, or disposition rights over Foundation assets.
- (e) States have oversight visibility but not control over mission, operations, or user data. This ensures operational independence and mission integrity.
- (f) No state may demand access to beneficiary data, whistleblower identities, or internal Foundation communications as a condition of partnership.
- (g) The Foundation reserves the right to terminate any state partnership if the state demands conditions that violate the Foundation's Constitution, Core Articles, or ethical standards.

20.4 Non-Alignment & Non-Exclusivity

The Foundation shall not enter into exclusive partnership agreements with any single state that would prevent it from operating in other jurisdictions.

The Foundation shall not endorse, support, or oppose any political party, candidate, or faction within any country.

The Foundation shall not serve as an instrument of any state's foreign policy.

The Foundation shall not accept state funding that imposes political conditions inconsistent with Article XXXIV (Donations, Partnerships & Contributions).

20.5 No State Lending - Catalytic Funding Only

The Foundation does not issue loans to states. The Foundation is a development accelerator through its Mission Fund and Country Pots.

All Foundation funding to or through states shall be structured as:

- (a) Grants - non-repayable funding for agreed projects;
- (b) Challenge grants - performance-based funding released upon achievement of milestones;
- (c) Co-investment - Foundation funds matched by state in-kind contributions (land, regulatory access, data, or local labor);
- (d) Output-based disbursements - payment upon verified delivery of services or infrastructure.

The Foundation shall not:

- (a) Issue loans to states - of any kind, under any structure;
- (b) Charge interest on any state funding;
- (c) Condition future funding on repayment of prior funding - because there is no repayment.

20.5.1 Sovereign Debt Purchase under Pillar I (Extraordinary Circumstances)

The Foundation may, in exceptional circumstances, purchase sovereign debt of selected African states solely for the purpose of cancellation - relieving the state of that debt burden.

Any such purchase shall require:

- (a) Three-quarters approval of the Combined Trusts (Purpose Trust and Family Trust voting jointly), with no abstentions and no absentee permitted for any reason whatsoever.
- (b) Public disclosure of the purchase and cancellation within thirty (30) days of completion, including:

The state whose debt was purchased;

The face value of the debt;

The price paid by the Foundation;

Confirmation of cancellation.

The Foundation shall not:

- (a) Purchase sovereign debt for investment or profit;
- (b) Use sovereign debt as leverage to influence state policy;
- (c) Trade sovereign debt on secondary markets;
- (d) Hold sovereign debt as an asset - cancellation shall be immediate upon purchase, with proof of cancellation filed in the Foundation's public records.

Rationale: The Foundation exists to accelerate development, not to extract returns or create debt dependency. In rare cases, buying and canceling debt may serve the Mission under Pillar I (Empower Communities & Basic Needs) by relieving states of crushing debt burdens. In all cases, the Foundation must not become a coercive creditor.

20.6 Technology Transfer as Default Condition

For any infrastructure or technology project involving foreign suppliers, the Foundation shall require, as a default condition, a legally binding technology transfer agreement that:

- (a) Provides African engineers and technicians with full access to relevant intellectual property (under license);
- (b) Establishes local manufacturing, assembly, or maintenance capacity;
- (c) Includes training and skills development components;
- (d) Permits the Foundation to sub-license technology to African entities under fair terms.

Waivers to this requirement may be granted only by unanimous vote of the Combined Trusts and certification by the IAG that no alternative exists.

20.7 Dispute Resolution with States

Any dispute arising between the Foundation and a state shall first be subject to good faith negotiation. If unresolved within ninety (90) days, the dispute shall be submitted to binding international arbitration under the rules of:

- (a) The Mauritius International Arbitration Centre (MIAC); or
- (b) The Permanent Court of Arbitration (PCA) at The Hague; or
- (c) Such other forum as mutually agreed.

The Foundation shall not submit to the jurisdiction of any national court that would subject it to political interference or unlawful data access.

20.8 Exit Strategy

The Foundation shall maintain, for each state of operation, a contingency exit plan that ensures:

- (a) Beneficiary services continue uninterrupted;
- (b) Foundation assets are protected from seizure;
- (c) Data is evacuated or cryptographically shredded;
- (d) Personnel are safely relocated.

The Foundation may activate its exit plan unilaterally if a state violates the terms of partnership or threatens the Foundation's mission integrity.

20.9 - ACCELERATED DEVELOPMENT FRAMEWORK AGREEMENT (ADFA)

20.9.1 Agreement with the State

The ADFA is a separate agreement document with the **54 African States as the legal entities i.e The Republic of Kenya and not political parties whether in government or opposition**. The Foundation enters into the ADFA with the understanding that the State endures beyond elections, coups, revolutions, and constitutional reforms. The Foundation invests in nations.

20.9.2 Establishment

The Foundation may enter into an Accelerated Development Framework Agreement (ADFA) with any African state seeking to accelerate the implementation of **The Great Africa Grid projects** within its jurisdiction. The ADFA is a bilateral partnership agreement, negotiated in good faith, reflecting the mutual interests of both parties. Neither party shall act to undermine the spirit or intent of this Agreement while negotiations are ongoing.

20.9.3: Duration

The ADFA shall have an initial term milestone ending with the completion of the 2045 Horizon.

Thereafter, if agreed with host nation, the ADFA agreement shall automatically renew for successive twenty year horizons, to be known as Horizon 2065, Horizon 2085, and so on, matching The GAG's long-term planning cycles by future generations. When agreed during ADFA agreement, renewal shall be automatic.

Either party may terminate only at the end of a full horizon, as per termination protocols. Termination shall not affect projects already funded or underway.

20.9.4 As core part of the Great African Grid, The Foundation and signatory state may agree that the Foundation under The GAG shall execute projects directly in the following strategic sectors:

- (a) Transportation infrastructure - Airports, seaports, railways, highways, bridges.
- (b) Energy infrastructure - Power plants, national grids, transmission lines, renewable energy farms.
- (c) Water infrastructure - Dams, treatment plants, distribution networks, irrigation systems.
- (d) Digital infrastructure - National broadband backbone, data centers, satellite ground stations.
- (e) Healthcare infrastructure - Regional hospitals, specialized clinics, medical research centers.
- (f) Education infrastructure - University campuses, TVET centers, research laboratories.
- (g) Housing and urban development - Mass affordable housing, slum redevelopment, smart city components.
- (h) Research and innovation facilities - R&D hubs, technology parks, innovation centers.

20.9.5 The Foundation shall not compete with contractors for non-strategic infrastructure, routine maintenance, or non-strategic projects. The Foundation's direct execution is reserved for projects where global excellence, speed, quality, and corruption-free delivery are essential to the Development.

20.9.6 The Foundation's direct execution is intended to:

- (a) Demonstrate best practices in speed, quality, and Affordability;
- (b) Transfer skills and technology to local contractors;
- (c) Create a competitive benchmark that raises industry standards;
- (d) Enable Near Free Development Acceleration to Host Nation while Assets remain public under Asset Locked never to be sold.

20.9.7 Infrastructure Delivery Models

20.9.8.1 The Foundation and signatory state may agree on the following delivery models for specific projects:

Model A (State-Funded) - Funding: 100% state budget. Ownership: 100% state. Foundation Role: Execution agent (at-cost).

Model B (Foundation-Funded) - Funding: 100% Foundation Mission Fund. Ownership: 100% Foundation (asset-locked).

Foundation Role: Developer, operator, or lessor.

Model C (Co-Funded) - Funding: State X% plus Foundation Y%. Ownership: Proportional. Foundation Role: Co-developer, equity partner.

20.9.8 For Model A (State-Funded):

- (a) The Foundation shall execute the project at cost, with no profit or markup.
- (b) Any surplus shall be returned to the state or redirected to agreed project.
- (c) The state owns the asset fully upon completion.

20.9.9 For Model B (Foundation-Funded):

- (a) The Foundation shall fund, build, and own the asset.
- (b) The asset remains owned by the public through the Foundation under Article XXV (Asset Lock).
- (c) The Foundation shall not sell, transfer, or encumber the asset to any private party or foreign entity.
- (d) The Foundation may operate the asset directly, lease it to a qualified operator, or transfer operation to the state.
- (e) Any revenue generated from the asset shall flow to the Mission Fund.

20.9.10 For Model C (Co-Funded):

- (a) Ownership shall be proportional to capital contribution.
- (b) The Foundation's equity share is asset-locked under Article XXV and may not be sold to any private party or foreign entity.
- (c) The Foundation may transfer its equity to the state as a grant at any time.
- (d) The state may purchase the Foundation's equity at fair market value, with proceeds returning to the Mission Fund.
- (e) Any revenue generated from the asset shall be distributed proportionally to ownership.
- (f) The Foundation may purchase the State's equity at fair market value.

20.9.11 In no circumstance may the Foundation sell, transfer, or encumber any asset or equity to:

- (a) Any private for-profit entity;
- (b) Any foreign government or foreign state-owned enterprise;
- (c) Any entity that would compromise the Foundation's mission or the Asset Lock.

20.9.12 Community Workforce Integration and Employment Creation

20.9.12.1 The Foundation shall integrate community workforce through the Comrade Hub network as set forth in Article XXIII.

20.9.12.2 Infrastructure projects executed under this ADFA shall serve as engines for employment creation, providing a direct pathway from community participation to certified skilled labor to permanent employment with the Foundation, its contractors, partners or its CDEs.

20.9.12.3 Contractors engaged on ADFA projects shall be required to hire certified Comrade Hub members for a minimum percentage of skilled positions, as determined by the Foundation.

20.9.12.4 Through this model, the ADFA and the Comrade Hub network shall systematically erode unemployment across participating states while building a sovereign, skilled, African workforce capable of operating and maintaining the continent's infrastructure.

20.9.12.5 The Foundation shall report annually on employment outcomes from ADFA projects as part of the workforce metrics under Article XXIII.7.

20.9.13 Continuity in the Event of Political Change or Extra-Constitutional Transition

20.9.13.1 Principle of Continuity

The ADFA is an agreement with the State as a sovereign legal entity and is not contingent upon any specific government, administration, or political authority.

Accordingly, the rights and obligations arising under the ADFA shall continue irrespective of political transitions.

20.9.13.2 Non-Political Position of the Foundation

The Foundation shall remain strictly neutral in all internal political matters of any signatory state.

It shall not:

- (a) Recognize, endorse, or oppose any political faction;
- (b) Intervene in governance disputes or political processes;
- (c) Participate in or influence outcomes of political transitions.

20.9.13.3 Continuity of Operations in Exceptional Circumstances

In the event of:

a coup d'état, an extra-constitutional change of government, or any form of irregular political transition, the Foundation shall:

- (a) Continue its operations without interruption, to the extent reasonably practicable;
- (b) Maintain engagement with the de facto authorities exercising effective control, solely for the purposes of: ensuring the safety of Foundation personnel and assets, and preserving the continuity of development operations;
- (c) Refrain from taking any position regarding the legitimacy of such authorities;
- (d) Expect that all authorities exercising control within the State shall honor the ADFA as a continuing obligation of the State.

20.9.13.4 Successor Government Obligations

Any successor government, whether arising through constitutional or extra-constitutional means, shall be considered bound by the ADFA as an obligation of the State.

A successor government seeking to: terminate, or renegotiate the ADFA must do so strictly in accordance with the formal procedures established under this Agreement.

20.9.13.5 Termination and Renegotiation Protocol

- (a) Any intention to terminate or renegotiate the ADFA shall require a minimum of twelve (12) months' written notice;
- (b) During the notice period: all ongoing projects shall continue unless otherwise mutually agreed; both parties shall engage in good faith discussions;
- (c) Unilateral repudiation of the ADFA without adherence to the prescribed notice and process shall constitute a material breach of the Agreement.

20.9.13.6 Multi-Stakeholder Continuity Engagement

For the sole purpose of safeguarding operational continuity, the Foundation may maintain non-political, technical lines of communication with relevant institutional and societal stakeholders within the State.

Such engagement shall:

- (a) Be strictly operational and non-political;
- (b) Not constitute recognition or endorsement of any faction;
- (c) Be limited to ensuring that the ADFA is understood as a State-level obligation and respected across transitions.

20.9.14 Accession

The ADFA shall be opened for signature by any African state. The Foundation shall maintain a public registry of signatory states on its Public Dashboard. A state may accede to the ADFA at any time during the 2045 Horizon. Notice that later accession would have less Accelerated development in that country and might be difficult to plan when other phases of the milestone have been completed in earlier ADFA signatory states.

The original text of the ADFA shall be deposited with the **Secretary-General of the African Union and the Registrar of the Foundation**. Certified copies shall be provided to each signatory state.

20.9.15 - Country pot augmentation by signatory states

20.9.15.1 Principle of Joint Contribution

Recognizing that accelerated development requires shared responsibility, ADFA signatory states may voluntarily contribute to their respective Country Pot to supplement the Foundation's allocation. Such contributions are optional and do not affect the Foundation's baseline funding commitment to the state. A state's contribution stays in its Country Pot. It is never moved to another country. It is never used for Foundation operations. It is never part of the Mission Fund. It is ring-fenced, locked, and deployed only within that state's jurisdiction.

20.9.15.2 Annual Contribution Agreement

Each year, the Foundation and the signatory state shall agree in writing on:

- (a) The amount the state will contribute to the Country Pot for that fiscal year;
- (b) The form of contribution (cash, in-kind, or a combination thereof);
- (c) The allocation of state contributions between Model A infrastructure projects and CDE grassroots development;
- (d) The specific projects or communities to be prioritized;
- (e) The reporting and accountability framework for tracking utilization of state contributions.

20.9.15.3 Allocation of State Contributions

State contributions to the Country Pot shall be allocated as follows unless otherwise agreed in writing:

- (a) **Model A Projects:** Up to 100% may be allocated to state-funded, Foundation-executed infrastructure projects where the state retains full ownership of the completed assets;
- (b) **CDE Development:** Up to 100% may be allocated to community-led development projects disbursed through Community Development Entities (CDEs) in accordance with Article LIII;
- (c) **A combination of both, as agreed annually.**

20.9.15.4 Execution and Accountability

- (a) All funds contributed by the state to the Country Pot shall be held in the Foundation's ring-fenced Country Pot accounts;
- (b) The Foundation shall execute all projects in accordance with its Constitution, regardless of funding source;
- (c) The state shall receive quarterly reports on the utilization of its contributions, including project milestones, financial reconciliation, and impact metrics;
- (d) All disbursements from the Country Pot shall follow the Direct Disbursement Model under Article LIII.3.1, with no funds passing through country-level intermediaries;
- (e) The Independent Auditor General (IAG) shall audit all state contributions and their utilization as part of its ordinary audit cycle under Article XLIII.

20.9.15.5 No Effect on Baseline Funding

State contributions to the Country Pot shall not:

- (a) Reduce the Foundation's baseline annual allocation to the Country Pot;
- (b) Replace the Foundation's constitutional obligation to fund development projects under the ADFA;
- (c) Create any entitlement to preferential treatment or accelerated timelines beyond what is agreed in the Annual Contribution Agreement.

20.9.15.6 No Coercion, Voluntary Contribution

No state shall be coerced, pressured, or conditioned to contribute to its Country Pot. All **contributions are voluntary** and are made at the state's sole discretion. The Foundation's baseline funding commitments shall remain unaffected by whether a state contributes or does not contribute.

20.9.15.7 Termination and Refund

- (a) If a state contributes to its Country Pot and subsequently terminates the ADFA under Article 20.9.13, the Foundation shall refund any unutilized portion of the state's contributions within ninety (90) days of termination;
- (b) Utilized funds shall not be refunded, as they have been applied to executed projects in accordance with the Annual Contribution Agreement.

20.9.15.8 Ring-Fence and Non-Diversion

- (a) All funds contributed by a signatory state to its Country Pot shall remain exclusively within that state's Country Pot account.
- (b) No funds contributed by a signatory state shall be:
 - (i) Transferred to any other state's Country Pot;
 - (ii) Used for Foundation administrative or operational expenses;
 - (iii) Added to the Mission Fund;
 - (iv) Deployed outside the contributing state's jurisdiction.
- (c) Any attempt to divert, transfer, or utilize state contributions outside the contributing state's Country Pot shall constitute a Mission-Threatening Action under Article XLVIII.

(d) The Independent Auditor General (IAG) department shall certify quarterly that all state contributions remain within their ring-fenced Country Pot accounts.

20.9.16 Space Capability Partnership Framework

The Foundation and signatory states recognize that African sovereignty requires independent access to space-based services, including Earth observation, communications, navigation, and security infrastructure. The Foundation shall establish a continental space capability framework in partnership with ADFA states and African private sector entities, pooling resources, expertise, and infrastructure to accelerate Africa's space capabilities. Participating states may contribute financial resources, land for ground stations and launch sites, regulatory facilitation, or in-kind support, receiving proportional equity stakes in resulting assets, data rights, and industrial benefits. The African private sector shall be the primary engine for design, manufacturing, and operations, with the Foundation providing catalytic capital, technical coordination, and program management. All assets developed under this framework shall be African-owned and asset-locked, with data stored and processed within African-controlled infrastructure. This framework shall be coordinated with the African Space Agency (AfSA) as the continental coordinating body, ensuring alignment with Agenda 2063 and existing African space programs.

20.9.17 Urbanization and Housing Framework

The Foundation and signatory states recognize that rapid urbanization and slum transformation are essential to achieving first world living standards across Africa. The Foundation shall establish a continental urbanization framework in partnership with ADFA states and African private sector entities, enabling the rapid deployment of dignified, asset-locked housing at scale. Participating states may contribute land where needed, regulatory facilitation, infrastructure connections, or in-kind support, receiving proportional benefits in the form of accelerated urbanization, job creation, and economic growth. The African private sector shall serve as the primary engine for construction, with the Foundation providing catalytic capital, escrow protection, and program coordination through the Housing deployment system. All housing developed under this framework shall be asset-locked under Article XXV of the Foundation's Constitution, with a dual-track model ensuring those who can invest may own while those who cannot rent affordably, with rent and mortgage payments reinvested into continuous scaling. This framework shall be executed in parallel across all signatory states, with each state's Country Pot and CDEs serving as the primary vehicle for community-led implementation.

20.9.22 Additional Development Frameworks

The Foundation and signatory states recognize that development needs extend beyond the specific frameworks enumerated in this Agreement. The Foundation and any signatory state may jointly adopt any additional development framework proposed by either party, covering any sector or thematic area consistent with the Foundation's Mission and the state's development priorities. Such frameworks shall follow the same principles of partnership, parallel execution, asset lock, and direct disbursement established in this Agreement. The Foundation shall provide catalytic capital, technical expertise, and program coordination for any adopted framework, while the state shall provide land, regulatory facilitation, and in-kind support where applicable. The African private sector shall be the primary engine for implementation, with the Foundation retaining operational control and mission protection under its Constitution. Any framework adopted under this Article shall be executed in parallel across participating states, with each state's Country Pot and CDEs serving as the primary vehicles for community-led implementation.

20.10 Tax Treatment

20.10.1 Principle

The Foundation, being a non-profit, asset-locked, mission-locked public benefit organization, shall seek tax-exempt status in all jurisdictions where it operates, consistent with its charitable purpose.

20.10.2 Mutual Recognition

The Foundation shall work with host states to establish mutually agreeable tax arrangements that:

- (a) Recognize the Foundation's non-profit status;
- (b) Avoid double taxation of Foundation activities;
- (c) Facilitate the efficient deployment of Foundation resources to development projects;
- (d) Comply with applicable tax treaties and international standards.

20.10.3 No Unilateral Demands

The Foundation shall not demand tax exemption as a condition of operation. Rather, it shall demonstrate its public benefit purpose and negotiate in good faith for appropriate tax treatment.

20.10.4 Reciprocity

Where a host state grants tax-exempt status to the Foundation, the Foundation shall commit to enhanced transparency and reporting on the use of resources within that jurisdiction.

20.11 Final Provisions

20.11.1 Severability

If any provision of this Article XX is held invalid or unenforceable, the remaining provisions shall remain in full force and effect. The separate ADFA agreement with host nation is an extension of this public constitution. This public constitution shall always supersede the ADFA agreement document where issues arise.

20.11.2 Amendment

This Article XX may be amended only under Article XIX tier 1 (Amendment Procedure).

20.12 Relationship with the African Union (AU)

20.12.1 Institutional Independence

The Foundation operates as an independent, non-political, and non-sovereign entity and is not established under, nor subordinate to, the institutional framework of the African Union (AU).

Nothing in this Agreement shall be interpreted as creating:

- (a) a subsidiary relationship;

- (b) an agency mandate; or
- (c) institutional subordination to the AU.

20.12.2 Respect for Continental Structures

The Foundation acknowledges the role of the African Union as a continental body representing its Member States.

All activities undertaken within AU Member States shall be conducted with due regard to:

- (a) regional cooperation objectives;
- (b) continental development frameworks; and
- (c) existing multilateral commitments of participating States.

20.12.3 Non-Interference with AU Authority

The Foundation shall not:

- (a) assume or replicate the governance functions of the AU;
- (b) interfere with AU institutional mandates; or
- (c) position itself as a replacement for continental coordination structures.

Its role remains strictly operational and execution-focused.

20.12.4 Independent State-Level Engagement

Engagement between the Foundation and any State shall occur on a bilateral basis through ADFA agreements.

Such engagement:

- (a) is independent of AU processes or approvals;
- (b) does not require authorization from the AU; and
- (c) shall not be affected by the State's standing or position within the AU.

Participation by a State in this Framework remains a sovereign and voluntary decision.

20.12.5 Parallel and Complementary Access

The Framework operates in parallel with AU structures and does not replace or override them.

States shall retain simultaneous access to:

- (a) AU mechanisms and programs; and
 - (b) Foundation-led initiatives
- without conflict or exclusivity.

20.12.6 Cooperative Engagement (Non-Critical Domains)

Where appropriate, the Foundation may enter into cooperative arrangements with the African Union in clearly defined, non-critical domains for the purpose of:

- (a) enhancing coordination;
- (b) avoiding duplication of efforts;
- (c) supporting regional integration objectives; and
- (d) improving execution efficiency at scale.

20.12.7 Nature of AU Cooperation

Any cooperation with the AU shall:

- (a) be voluntary and mutually agreed;
- (b) be limited in scope to defined operational areas;
- (c) not extend to core execution authority of the Foundation;
- (d) preserve the Foundation's independence in decision-making and implementation.

20.12.8 Safeguarding Direct State Relationships

No cooperative arrangement with the AU shall:

- (a) limit or condition direct engagement between the Foundation and participating States;
- (b) alter the legal standing of ADFA agreements; or
- (c) introduce additional layers of approval or control over bilateral operations.

20.12.9 Flexibility of Engagement

The Foundation retains discretion to:

- (a) expand, limit, or suspend cooperative arrangements with the AU;
 - (b) determine the scope of such engagement;
- based on operational requirements and alignment with its core mission.

20.13 Strategic Economic Implementation and Capacity Partnership Framework

20.13.1

The Foundation, acting through THE GAG, shall serve as a centre of economic and technical support, providing, upon request, advisory and implementation assistance to ADFA Signatory States. All engagements shall be cooperative, non-binding, and conducted with full respect for national sovereignty and independent economic decision-making.

20.13.2

The primary objective of this framework shall be to strengthen the practical capabilities of national institutions, particularly ministries responsible for finance, economic planning, and public resource management, enabling effective and self-reliant execution of state-defined economic policies.

20.13.3

Support provided under this framework shall focus on assisting Signatory States in operationalising their existing national strategies and regional commitments, including Agenda 2063 and AfCFTA, by translating established policy priorities into clear, actionable, and administratively feasible implementation pathways.

20.13.4

Where invited, the Foundation may deploy technical teams to work in partnership with relevant national institutions. These teams shall support the resolution of specific operational and administrative challenges, including but not limited to revenue

systems, expenditure efficiency, regulatory processes, and public financial management, through practical, context-sensitive solutions.

20.13.5

Institutional strengthening shall be carried out through iterative, real-time application. Joint teams shall operate in defined review cycles, assessing the measurable impact of implemented adjustments, refining approaches based on observed outcomes, and supporting the gradual scaling of effective practices within national systems.

20.13.6

The Foundation shall maintain a secure and confidential knowledge system documenting proven administrative practices, implementation models, and policy execution methodologies derived from participating states. Structured exchange programmes shall be facilitated to enable peer learning and direct collaboration among officials of Signatory States.

20.13.7 Core Article Status

This article is a Core tier 1 article Provision of the ADFA. No amendment shall remove or weaken the sovereign partnership principle, the invitation-only advisory model, or the step-by-step policy testing framework.

Article XXI - Dissolution & Asset Distribution

21.1 Dissolution Dissolution shall not occur except upon: a) A unanimous Combined Trusts Board resolution ; b) Approval by at least ninety percent (90%) of Members in a Referendum conducted among verified citizens in the Governance OS database and Members (with clearly published notice and a 60-day voting period, consistent with Article XIX); c) Adherence to the specific dissolution referendum procedure outlined in this Article and Article XLIV, which supersedes the general amendment procedure in Article XIX for this purpose; and d) Judicial approval in the registration jurisdiction confirming that dissolution is necessary (e.g., due to impossibility of fulfilling the Mission) and does not contravene public law, charitable purpose rules, or the Foundation's perpetual intent. The court may appoint an independent overseer to supervise the process. In alignment with the Foundation's establishment in perpetuity (Article XXV), dissolution shall only be considered in extraordinary circumstances, such as prolonged insolvency or legal mandate, and must preserve the Mission through asset transfer. At least 90% of eligible electorate must vote as stated in Article XLIV: **The Public Referendum Process .Dissolution can be stopped immediately without any appeals by the public directly through the Golden Vote held in trust by the Founder Family Trust if the dissolution constitutes Mission Threatening Action and actors of the attempted Dissolution charged under jurisdiction laws.**

21.2 Asset Distribution In the event of lawful dissolution, all assets shall be transferred only to another registered not-for-profit entity with substantially similar mission, objects, and commitment to asset lock provisions, as approved by the Combined Trusts Board, Members/Citizens/Verified app users (via referendum), and the court. The receiving entity must be verified by an independent auditor to ensure alignment. No assets or proceeds shall be distributed to private persons, Members, Governors, or affiliates. Any disputes regarding asset distribution shall be resolved through the procedures in Article XVIII (Dispute Resolution).

21.3 No Private Residual Reiterated: No assets or proceeds shall be distributed to private persons. The Foundation's perpetual succession, akin to established humanitarian bodies, underscores that its existence and assets are dedicated indefinitely to public benefit.

21.4 Core Article Status

This Article is designated as a Tier 1 Core Article under Article XIX.3 and may be amended only through the procedures therein.

Article XXII - Ethics, Anti-Corruption & Sanctions

22.1 Preamble & Zero Tolerance Policy The Foundation's mission and public trust are its most vital assets. This Article establishes an uncompromising zero-tolerance policy towards corruption, fraud, bribery, embezzlement, malfeasance, and any form of unethical conduct. This policy applies universally to all Directors, Executives Officers, Employees, Volunteers, Contractors, Agents, and Partners acting on the Foundation's behalf.

22.2 Definitions of Prohibited Conduct

a) Corruption: The abuse of entrusted power for private gain. This includes, but is not limited to, bribery, kickbacks, nepotism, cronyism, and extortion.

b) Fraud: Any deliberate act of deception intended to secure an unfair or unlawful gain. This includes financial fraud (e.g., falsifying records, invoices, or expenses), misrepresentation of qualifications, and data manipulation.

c) Malfeasance: The performance of an act that is legally forbidden or wholly wrongful. This includes willful and intentional wrongdoing that injures the Foundation's interests, reputation, or assets.

d) Conflict of Interest: As detailed in Article XXVII, failure to disclose or manage a conflict of interest is a violation of this Article.

22.3 Reporting Mechanisms & Protected Disclosure

a) Multiple Reporting Channels: The Foundation shall maintain secure, accessible, and anonymous (where legally permissible) reporting channels, including:

- i. A dedicated, confidential channel.
- ii. An anonymous third-party hotline or digital platform.

iii. Direct reporting to the Foundation or the Independent Auditor General.

b) Whistleblower Protection: Absolute protection from retaliation is guaranteed for any person who makes a good-faith report. Retaliation, including dismissal, demotion, harassment, or any form of discrimination, is itself a Category 1 violation and will result in severe sanctions.

22.4 Internal Investigation Procedures

a) Immediate Action: Upon receipt of a credible allegation, the CEO (if not implicated) or the Combined Trusts Board Chair and IAG(if not implicated) through its dedicated sub office handling such issues shall, within 48 hours, take steps to secure evidence and prevent further misconduct, which may include placing the subject(s) on paid administrative leave.

b) Investigation Mandate: All investigations shall be conducted by the AD-HOC Ethics & Safeguarding Committee, overseen by the Independent Auditor General(if not implicated). For allegations against Steward offices, IAG,senior management or Board members, an independent external forensic with clean, reputable track record firm shall be engaged.

c) Investigation Standards: Investigations must be thorough, impartial, public and documented through the Governance OS. Subjects of investigation have a right to be informed of the general nature of the allegations and to respond to evidence, subject to legal constraints and the integrity of the investigation.

d) Investigative report can be used as additional evidence to be forwarded to host nation law authority where suspect is referred to host judicial processes.

22.5 Adjudication & Tiered Sanctions The Combined Trusts Board, upon recommendation from the Ethics & Safeguarding Committee, shall determine the appropriate sanction based on the severity and nature of the violation.

Category 1: Gross Misconduct (e.g.,Political move within Foundation, Theft, Embezzlement, Bribery, Major Fraud, Criminal Acts)

- Sanctions: Immediate dismissal, full restitution, permanent ban from any future association with the Foundation, and mandatory referral to law enforcement and regulatory bodies.
- Legal Action: The Foundation will pursue all available civil and criminal remedies.

Category 2: Serious Misconduct (e.g., Undisclosed major conflict of interest, falsification of records, harassment, retaliation)

- Sanctions: Dismissal or, in mitigating circumstances, final written warning, demotion, suspension without pay, and partial restitution.
- Consequence: Permanent ineligibility for promotion or appointment to a fiduciary role.

Category 3: Minor Misconduct (e.g., Minor policy breaches, negligent (not fraudulent) misreporting)

- Sanctions: Formal written warning, mandatory ethics training, and performance monitoring.

22.6 Restitution & Financial Recovery

a) The Foundation shall take all necessary legal action to recover all losses, including misappropriated funds, legal costs, and investigative expenses, from the responsible individual(s).

b) The "Asset Lock" (Article XXV) and "Anti-Diversion" (Article XXVI) clauses shall be invoked to trace and recover any Foundation assets.

22.7 Public Reporting & Transparency

a) Annual Ethics Report: The Foundation shall publish an Annual Ethics & Compliance Report, integrated into the Annual Impact Report.

b) De-identified Reporting: This report shall summarize the number, nature, and outcome of all substantiated investigations, redacting personal identifiers to protect privacy, while ensuring transparency of process and consequence.

c) Material Violations: Any Category 1 violation that has a material impact on the Foundation's finances or reputation shall be disclosed to the public and tier donors upon conclusion of the investigation and any ensuing legal proceedings.

22.8 Third-Party Accountability All contracts and partnership documents must include a clause requiring adherence to the Foundation's anti-corruption and ethics policies. Violation by a third party constitutes a material breach, granting the Foundation the right to immediately terminate the relationship and seek damages.

22.9 Continuous Review This Anti-Corruption Policy and the accompanying sanctions framework shall be reviewed annually by the ad-hoc Ethics & Safeguarding Committee to ensure it remains effective and aligned with international best practices.

ARTICLE XXIII - COMMUNITY PARTICIPATION & WORKFORCE

23.1 Preamble: Principle of Co-Creation

The Foundation recognizes that sustainable impact is achieved not for communities, but with them. This Article institutionalizes the principle of co-creation, ensuring that the voices, wisdom, and agency of beneficiaries and local communities are central to the design, implementation, and evaluation of all Foundation programs.

23.2 Integrated Community Participation Framework

The Foundation shall maintain an integrated Community Participation Framework to ensure efficient, non-duplicative, and comprehensive community input. The components of this framework are:

- (a) Beneficiary Advisory Councils (BACs): For deep, program-specific feedback from direct beneficiaries.
- (b) Community Steering Assemblies (CSAs): For broader, regional-level consultation on impact, land use, and cultural matters.
- (c) Development Assemblies (Article LIV.8): For country-level development and budget meetings and prioritization of national projects under the phased funding model (Article LIII).
- (d) Comrade Hub: To channel innovation, talent, volunteer energy, and workforce development from all community members.

The CEO and PAN-Ambassadors are responsible for ensuring these mechanisms work in harmony, feeding insights upward without unnecessary repetition, as detailed in the Foundation's Operational Manual.

23.3 Authority and Integration into Governance

- (a) The CEO shall include a standing "Community Voice" report in every Board meeting packet, summarizing input from all participatory structures and management's response.
- (b) The Annual Impact Report (Article XXXV) shall include a dedicated chapter co-authored with community representatives, assessing the Foundation's performance against community-defined indicators of success.
- (c) Community representatives, selected by their respective BACs and CSAs, shall be invited as non-voting participants in relevant Board Committee meetings (e.g., Ethics and Safeguarding, Program Oversight) to provide direct input.

23.4 The Comrade Hub: Definition and Scope

23.4.1 Definition of a Comrade

A "Comrade" means any citizen from the fifty four African nations participating in GAG's initiative development activities and is registered into the Governance OS . A Comrade is recognized by their commitment to the Foundation's Mission, not by their educational or professional status. Comradeship is earned through participation, not conferred by title.

23.4.2 Structure and Governance

- (a) Comrade Chapters: Citizen-led groups and all tertiary learning students.
- (b) Entrepreneur Pods: African private sector enterprenours.

23.4.3 Strategic Functions and Integration

- (a) Talent Pipeline and Recruitment: The Foundation shall give preferential consideration to qualified members of the Comrade Hub for internships, fellowships, and entry-level positions.
- (b) Innovation Sourcing and R&D: The Foundation shall channel specific, well-defined challenges from its programs to the Comrade Hub network, inviting proposals and pilot projects. Jowih Venture Capital shall provide seed funding for the most promising ideas.
- (c) Program Implementation and Scaling: Comrade Hub members may be engaged as localized implementation partners, leveraging their on-the-ground presence and expertise to scale the Foundation's impact efficiently.
- (d) Policy and Advocacy: The network shall serve as a decentralized advocacy force, amplifying the Foundation's mission and the voices of its beneficiaries in public and academic forums.

23.5 Workforce Development and Career Pathway

The Foundation recognizes that Africa's greatest resource is its people, and that sustainable development requires not just infrastructure but a skilled workforce capable of building, operating, and maintaining all aspects of the Foundation's mission - from construction to healthcare, from education to technology, from research to administration.

The Comrade Hub shall serve as the Foundation's primary vehicle for workforce development across all sectors, evolving through three distinct phases over the 2045 Horizon.

23.5.1 Phase One - Exchange Programs & Voluntary Contribution (Years 1-3)

The Comrade Hub operates in parallel, not sequentially. While exchange programs send trainees abroad, local training continues at regional hubs and online.

Recruitment leads to Local Training leads to Certification leads to Placement into Track A or Track B.

The system does not wait for exchange graduates to return. Local training produces semi-skilled workers from Day 1. Exchange graduates return as trainers and supervisors, accelerating the pipeline.

In the early years of the Foundation, when the continent lacks sufficient skilled labor across multiple sectors and the Foundation's financial resources are being deployed to capital-intensive projects, the Comrade Hub from local training shall operate primarily on a voluntary basis.

This will be in place when the Foundation proceeds with its phase 1 of Exchange Programs to selected countries from year one to five. The exchange program is the primary vehicle for the Adapt strategy. Trainees sent abroad learn from global leaders and return with skills, relationships, and technology transfer agreements.

How Co-Development Ties to Exchange

When trainees are sent to a country or company, the Foundation negotiates a co-development or technology transfer agreement as a condition of the exchange. The partner gains access to African talent and markets. The Foundation gains access to technology, training, and joint intellectual property.

By the end of Year 5, 12,500 exchange program graduates have returned with global standard qualifications. These graduates become the core workforce for co-development projects.

Examples of Co-Development Tied to Exchange

North Africa Hub sends trainees to China for hydropower and desalination training. In return, Chinese partners agree to co-develop solar and desalination plants in Africa, with technology transfer and joint ownership of resulting intellectual property.

West Africa Hub sends trainees to India for digital infrastructure training. Indian partners agree to co-develop digital identity and payment systems adapted for African markets.

East Africa Hub sends trainees to China for rail and port training. Chinese partners agree to co-develop railway and port infrastructure with local manufacturing components.

Central Africa Hub sends trainees to Brazil for forestry management. Brazilian partners agree to co-develop sustainable forestry and mining technologies.

Southern Africa Hub sends trainees to Germany for manufacturing training. German partners agree to co-develop industrial manufacturing capacity with technology transfer.

Therefore;

(a) Volunteers shall contribute unskilled and semi-skilled labor to Foundation projects across all Pillars, including but not limited to:

(i) Pillar I (Empower Communities): Site clearing, manual material transport, basic trenching, landscaping, community liaison, quality monitoring, food distribution assistance, school feeding program support, vaccination campaign mobilization, elderly care assistance.

(ii) Pillar II (Digital Opportunity): Digital literacy training for community members, Jowih COS onboarding assistance, content moderation, translation services, data entry, basic IT support, youth mentorship.

(iii) Pillar III (Research and Innovation): Research participant recruitment, survey administration, laboratory assistance (basic), field data collection, sample processing assistance, open-source software testing.

(iv) Pillar IV (Future Civilization): Community outreach for new technologies, user experience testing, feedback collection, pilot program support, public awareness campaigns.

(v) Administration and Operations: Records organization, event coordination, translation services, reception and hospitality, logistics assistance.

(a) Volunteers shall receive:

(i) Reasonable stipends for transport, meals, and incidentals;

(ii) Safety equipment and training where applicable;

(iii) On-site meals where practicable;

(iv) Recognition and certification of participation;

(v) Priority access to Foundation training programs.

(b) The Foundation's use of volunteer labor shall not displace paid workers, violate labor laws, or compromise safety or professional standards. Volunteer tasks shall be limited to those appropriate to their skill levels.

(c) The Foundation estimates that volunteer labor during this phase shall reduce project costs across all sectors by twenty to forty percent (20-40%), allowing capital to be redirected to materials, equipment, specialized personnel, and scaling.

23.5.2 Phase Two - Skills Development and Certification (Years 3-6)

As Foundation projects scale and the Comrade Hub grows, the Foundation shall continue investing in structured training and certification programs for active Comrades.

(a) The skilled labor pool during this phase shall be enriched by multiple sources:

(i) Mega STEM University graduates - entering the Comrade Hub as skilled professionals, mentors, and trainers;

(ii) TVET graduates - certified tradespeople joining as skilled workers and trainers;

(iii) International exchange program participants - returning with new skills and perspectives;

(iv) Technology transfer beneficiaries - workers trained under Article 20.6 agreements;

(v) Comrades who have completed Phase One training - promoted from unskilled to semi-skilled or skilled status;

(vi) Professionals from other sectors - doctors, teachers, engineers, accountants, lawyers joining as skilled volunteers;

(vii) Diaspora professionals - Africans abroad contributing remotely or on short-term assignments.

(b) Training shall be delivered through:

(i) Mega STEM University extension programs;

(ii) Technical and Vocational Education and Training (TVET) partnerships;

(iii) On-project apprenticeships with skilled workers and engineers;

(iv) Technology transfer agreements with foreign partners (Article 20.6);

(v) Digital learning modules through the Jowih COS;

(vi) Professional certification programs in healthcare, education, technology, and management.

(c) Comrades who complete training and pass assessments shall receive:

(i) Formal certification recognized by the Foundation and its partners;

(ii) Registration in the Foundation's Skills Registry;

(iii) Priority consideration for paid positions on Foundation projects;

(iv) Assistance with job placement with contractors, CDEs, and partner organizations.

(d) During this phase, the Foundation shall begin transitioning certain roles from volunteer to paid status across all sectors, including:

(i) Equipment operators and maintenance technicians;

(ii) Skilled trades (welding, electrical, plumbing, carpentry, masonry);

(iii) Healthcare workers (community health workers, nursing assistants, lab technicians);

(iv) Teachers and trainers (literacy instructors, vocational trainers, digital skills facilitators);

(v) Quality control inspectors and safety officers;

(vi) Community training coordinators and supervisors;

(vii) Research assistants and data analysts;

(viii) IT support and software testers.

(e) The Foundation shall maintain a hybrid model during this phase: volunteer unskilled and semi-skilled labor alongside paid skilled labor, with the ratio shifting progressively toward paid positions as the Foundation's financial position strengthens.

23.5.3 Phase Three - Direct Employment (Year 6 and Beyond)

As the Foundation's financial position stabilizes and its project portfolio matures, the Foundation shall transition to a **predominantly paid workforce model.**

(a) The Foundation shall offer direct employment to certified Comrade Hub members for:

- (i) Skilled construction and infrastructure roles;
- (ii) Project supervision and management;
- (iii) Training and capacity building;
- (iv) Maintenance and operations;
- (v) CDE enterprise management;
- (vi) Healthcare delivery (clinics, hospitals, community health);
- (vii) Education delivery (teaching, administration, curriculum development);
- (viii) Research and laboratory roles;
- (ix) Technology development and IT support;
- (x) Administrative and professional roles;
- (xi) Other roles as determined by the Foundation.

(b) Employment shall include:

- (i) Competitive wages consistent with local market rates;
- (ii) Safety protections and appropriate insurance;
- (iii) Career progression pathways;
- (iv) Access to further training and education;
- (v) Where applicable, benefits as required by law.

(c) The Foundation shall not abandon the voluntary model entirely. A voluntary pool shall be maintained for:

- (i) Community mobilization and liaison;
- (ii) Short-term, high-intensity project support;
- (iii) Emergency response and disaster relief;
- (iv) Youth engagement and talent identification;
- (v) Tasks where volunteer labor remains appropriate and cost-effective;
- (vi) Professionals contributing pro bono services.

(d) The ratio of paid to volunteer labor on Foundation projects shall be reviewed annually by the foundation board and IAG and reported in the Annual Impact Report.

23.5.4 The Skills Registry

(a) The Foundation shall maintain a Skills Registry within the Governance OS, tracking each Comrade's:

- (i) Participation history;
- (ii) Training completed;
- (iii) Certifications earned;
- (iv) Skills assessments;
- (v) Employment history with the Foundation or its partners.

(b) **The Skills Registry shall be portable, allowing Comrades to present their credentials to other employers.**

(c) The Skills Registry shall be anonymized for research purposes, allowing the Foundation to track workforce development outcomes across all sectors.

23.5.5 Contractor and Partner Requirements

(a) All contractors engaged on Foundation-funded projects shall be required to:

- (i) Hire a minimum percentage of certified Comrade Hub members for skilled positions, as determined by the Foundation and adjusted annually;
- (ii) Provide on-the-job training to Comrade Hub members assigned to their projects;
- (iii) Report hiring and training data to the Foundation for inclusion in the Skills Registry.

(b) Contractors that demonstrate excellence in Comrade Hub hiring and training shall receive preference in future Foundation procurement.

(c) Partner organizations receiving Foundation support shall be encouraged to adopt similar practices.

23.5.6 CDE Employment Integration

(a) The Foundation's Community Development Enterprise (CDE) network (Article LIII.2.2) shall serve as an employment pipeline for certified Comrade Hub members, particularly in rural areas.

(b) Each CDE shall be encouraged to:

- (i) Hire certified Comrades for its business ventures;
- (ii) Provide further training and advancement opportunities;
- (iii) Report employment data to the Foundation.

23.5.7 Professional Comrade Corps

(a) The Foundation recognizes that skilled professionals - doctors, engineers, teachers, accountants, lawyers, researchers - may wish to contribute their expertise on a voluntary or reduced-compensation basis.

(b) The Foundation shall establish a Professional Comrade Corps within the Comrade Hub, allowing skilled professionals to:

- (i) Contribute pro bono or reduced-rate services to Foundation projects;
- (ii) Mentor younger Comrades;
- (iii) Provide technical assistance to CDEs and community enterprises;
- (iv) Serve on advisory panels and technical working groups.

(c) Professional Comrades shall receive recognition, networking opportunities, and priority consideration for paid consulting or employment roles.

23.5.8 The Strategic Logic of Progressive Workforce Development

(a) This progressive workforce model is not charity. It is strategic.

(b) In the voluntary phase, the Foundation benefits from twenty to forty percent cost reduction across all sectors, while Comrades receive Exchange programs, local training, receive stipends, meals, experience, and training access.

- (c) In the skills development phase, the Continent gains a skilled workforce for future projects from multiple sources (Mega STEM University, TVET, exchange programs, technology transfer, and Phase One graduates), while Comrades earn certifications and job readiness.
- (d) In the employment phase, the Continent secures a permanent, loyal, skilled workforce across all sectors, while Comrades receive salaries, careers, and economic mobility.
- (e) The Foundation does not exploit volunteer labor. It invests in human capital, knowing that today's volunteer carrying bricks is tomorrow's certified equipment operator, and tomorrow's supervisor, and tomorrow's contractor. And that today's medical student volunteering at a Foundation clinic is tomorrow's chief of medicine at a Foundation hospital.
- (f) This model aligns with the Foundation's core mission: to accelerate development while building the capacity of Africans to lead that development themselves.

23.6 Protection of Participants

All community and beneficiary participants shall be covered by the Foundation's insurance and safeguarding policies. They shall not be exposed to harm, and their participation shall be based on informed consent. Reasonable stipends or reimbursements for their time and expenses shall be provided to ensure equitable access to participation, particularly for those from marginalized backgrounds.

23.7 Review and Evaluation

- (a) The effectiveness of these participatory mechanisms and the Comrade Hub partnership shall be evaluated every three years by an independent body. The findings shall be made public and used to continuously strengthen the Foundation's commitment to community-led development.
- (b) The Foundation shall track and report annually on:
- (i) The number of Comrade Hub volunteers;
 - (ii) The number of Comrades trained and certified;
 - (iii) The number of Comrades employed by the Foundation, contractors, and CDEs;
 - (iv) The total wages paid to former volunteers;
 - (v) The cost savings achieved through volunteer labor;
 - (vi) Workforce development outcomes.
- (c) These metrics shall be included in the Annual Impact Report (Article XXXV).

23.8 Core Article Status

This Article is designated as a Tier 2 Core Article under Article XIX.3, requiring supermajority approval for amendments to ensure the Foundation's commitment to community participation and workforce development cannot be diluted.

ARTICLE XXIV - DEVELOPMENT ACCELERATION FRAMEWORK

24.1 Principles of Accelerated Execution

The Foundation shall implement its Mission and Four Strategic Pillars through an integrated acceleration framework designed to achieve compound impact toward the 2045 Horizon. This framework combines **centralized model development with decentralized execution**, ensuring systematic progression from foundational stabilization to technological leadership across all African nations.

24.2 Centralized Model Development & Replication

The Foundation shall establish and maintain centralized flagship projects as continental centers of excellence. These institutions/companies shall serve as primary development and innovation engines, creating proven models for systematic replication. The Foundation shall accelerate model development through concurrent engineering, modular design principles, and technology-enabled work flows that compress traditional development timelines.

24.3 Decentralized Country Implementation System(Dual Track Acceleration)

Upon automatic transition to the Dual-Track Acceleration Phase under Article LIII.1.4, the Foundation shall initiate parallel country-level implementation through decentralized budget allocations. Country projects shall systematically adopt and adapt flagship models through structured replication protocols, maintaining fidelity to core standards while allowing for local contextualization. During early implementation stages, country-level initiatives shall prioritize Pillar I (Empower Communities & Basic Needs) and Pillar II (Digital Opportunity & Youth Advancement) with initial allocations of seventy percent (70%) to Pillar I and twenty-five percent (25%) to Pillar II of country budgets, and five percent (5%) for selective Pillar III and IV initiatives based on local capacity. During late stages approximately year ten (10) and above the country level shall heavily prioritize pillar III and IV.

24.4 Progressive Sector Development

The Continental Development Assembly (CDA) shall conduct annual reviews of country implementation progress. Progression toward balanced sector development across all Four Pillars shall occur automatically based on achievement of capacity milestones verified by the Independent Auditor General. This progressive reallocation shall advance toward the 2045 Horizon objective of continental technological leadership and civilizational advancement, ensuring all sectors are progressively lifted as foundational stability is achieved. **The Foundation Board's role is limited to approving the milestone framework; it cannot unilaterally slow or prevent the reallocation of resources once milestones are certified.**

24.5 Integrated Acceleration Methodologies

The Foundation shall employ the following acceleration methodologies across all operations:

- a) Community Co-Investment Model: The Foundation shall formally partner with community organizations, local governments, and volunteer networks to mobilize voluntary labor, local materials, and traditional knowledge, reducing implementation costs while building sustainable local ownership.
- b) Digital-First Service Delivery: The Foundation shall leverage its Jowih COS and digital platforms as primary service delivery channels for education, healthcare information, financial inclusion, and skills training, achieving scale through technology multiplication effects and governance through the Governance OS.
- c) Modular Implementation Architecture: All Foundation interventions shall be designed as interoperable modules that can be deployed independently or in integrated systems, enabling rapid adaptation and scaling across diverse contexts.

d) Strategic Partnership Leverage: The Foundation shall accelerate capability development through formal partnerships with national governments, specialized reputable non-governmental organizations, academic institutions, and private sector entities, avoiding redundant capacity building while accessing world-class expertise where needed.

24.6 Pillar-Specific Acceleration Mandates

24.6.1 **Pillar I Acceleration:** The Foundation shall accelerate basic needs provision through integrated service hubs that cluster essential services, community construction programs that train and equip local volunteers, and progressive infrastructure enhancement that begins with functional minimum viable products, with priority given to modular housing, renewable energy micro-grids, smart health clinics, and clean water systems as specified in Article LIII.

24.6.2 **Pillar II Acceleration:** The Foundation shall accelerate digital opportunity through platform-scale education delivery, tiered skill development pathways that enable continuous advancement, and practice-to-theory learning approaches that use real community challenges as training grounds, focusing on digital literacy, vocational training, youth scholarships, and local Jowih COSdeployment as defined in Article LIII.

24.6.3 **Pillar III Acceleration:** The Foundation shall accelerate research and innovation through problem-focused research priorities, open innovation platforms accessible to multiple institutions, and applied research pipelines that systematically convert findings into field implementations, with selective country-level adoption based on demonstrated local capacity and alignment with flagship research hubs.

24.6.4 **Pillar IV Acceleration:** The Foundation shall accelerate advanced technology development through strategic capability partnerships, infrastructure layering that builds on established foundations, and African-centric design principles that prioritize local contexts and needs, with country implementations limited to demonstration projects and capacity-building initiatives until sufficient local expertise is developed.

24.7 Cross-Pillar Integration Protocol

The Foundation shall ensure systematic integration across all Four Pillars through:

- a) Structured talent mobility pathways that enable movement between pillar-specific initiatives;
- b) Shared learning systems that capture and disseminate successful approaches across domains;
- c) Compound benefit design that structures interventions to generate multiple pillar benefits simultaneously.

24.8 Implementation Velocity Framework

The Foundation shall maintain implementation velocity through:

- a) Rapid prototyping cycles that test new approaches through small-scale pilots with clear success metrics;
- b) Parallel execution models that enable simultaneous deployment across multiple countries and contexts;
- c) Adaptive management protocols that empower field teams to make localized adjustments while maintaining strategic alignment.

24.9 Monitoring & Evolution Toward The Horizons

The Foundation shall continuously monitor acceleration effectiveness through real-time performance tracking, quarterly learning cycles, and annual strategy reviews. **The Continental Development Assembly (CDA) shall conduct comprehensive biennial reviews of the acceleration framework, assessing progress toward the Horizonsnobjectives and recommending strategic adjustments to pillar prioritization, funding allocations, and implementation methodologies to ensure all sectors achieve the targeted developmental milestones. The Foundation Board shall approve these recommendations unless the Independent Auditor General certifies they would constitute a Mission-Threatening Action.**

24.10 Core Article Status

This Article is designated as a Tier 2 Core Article under Article XIX.3, requiring supermajority approval for amendments to ensure perpetual commitment to accelerated development execution toward the 2045 Horizon.

Article XXV - Asset Lock & Perpetuity

25.1 Preamble: The Principle of Irrevocable Dedication

The assets of the Foundation are not its own to own, but to hold in sacred trust for the fulfillment of its Mission and the benefit of its beneficiaries, both present and future generations . This Article establishes an absolute and permanent barrier against the diversion, privatization, or diminution of these assets, ensuring they are dedicated irrevocably to their charitable purpose.

25.2 Definition of "Assets" The term "Assets" shall be interpreted in its broadest possible sense and includes, but is not limited to:

a) **Financial Assets:** All cash,jowih credits, bank deposits, investments, stocks, bonds, digital currencies, and any other financial instruments.

b) **Physical Assets:** All land, buildings, vehicles, equipment, infrastructure, and any other tangible property.

c) **Intellectual Property:** All copyrights, trademarks, patents, trade secrets, software code, brand identities, and the "Jowih" name and Jowih COS platform/Operational companies.

d) **Equity & Economic Rights:** All shares, membership interests, dividend rights, and any other ownership or economic interests in any Operating Company or affiliated entity, as defined in Articles XXIX, XXX, and XXXI.

e) **Future Assets:** Any and all assets of any kind acquired by the Foundation in the future, regardless of source (donations, revenue, capital gains, etc.).

25.3 The Absolute Asset Lock

- a) No Private Inurement: No part of the income, earnings, or assets of the Foundation shall ever inure to the benefit of, or be distributed to, its Members, Directors, Officers, employees, or any other private persons, except as direct and reasonable compensation for services actually rendered or as permitted under a Mission Investment Agreement (Article XXXIII).
- b) Prohibition on Encumbrance: No Foundation asset shall be pledged, mortgaged, or used as collateral for any debt or obligation that does not directly and exclusively serve the Mission, and only then with prior unanimous Board approval and a public declaration of purpose.
- c) No Mission-Diverting Sales: The Foundation shall not sell, lease, or otherwise dispose of its core mission-critical assets (e.g., orphanage facilities, endowment principal) except in the furtherance of the Mission. Any such transaction must demonstrably enhance the Foundation's charitable capacity and is subject to the referendum process for Core Articles (Article XIX).
- d) Anti-Diversion Integration: Any act in violation of Article XXVI (Anti-Diversion of Foundation Assets) shall be treated as a fundamental breach of this Asset Lock.

25.4 Permitted Uses and Transfers Notwithstanding the absolute lock, assets may be applied or transferred only as follows:

- a) For Direct Mission Fulfillment: Expenditures directly for the programs, operations, and capital projects that advance the Objects outlined in Article II.
- b) To Mission-Aligned Entities: Upon lawful dissolution or as part of a strategic reorganization, assets may be transferred only to another non-profit organization, foundation, or charitable trust that:
 - i. Has objects substantially similar to those of this Foundation.
 - ii. Is bound by an equally robust and legally enforceable asset lock clause in its governing documents.
 - iii. Is approved by a Member/public referendum and receiving a confirming judicial opinion, as per the dissolution procedure in Article XXI.
- c) For Mission-Aligned Investments: Assets may be invested in accordance with the Mission-Aligned Investment Policy (Article XLI), provided such investments do not contradict the Foundation's core values and the primary purpose remains the generation of returns for the Mission, not speculative gain.

25.5 Structural Reinforcement of the Asset Lock The Asset Lock is not merely a clause but a structural reality, enforced through:

- a) **The Jowih Purpose Trust** (Article XXIX): Which holds 60% voting control over Operating Companies to prevent any corporate action that could compromise the Foundation's assets or the 90% dividend flow at the Holding Company.
- b) **The Founder Family Trust** (Article XXX): Which is itself bound by the ethical and anti-diversion rules of this Constitution, preventing the 10% economic interest and 40% voting rights from being used to undermine the Mission.
- c) **The Amendment Barrier** (Article XIX): Which designates this Article as a Core Article, making it extremely difficult to amend and protecting it from future dilution or repeal.

25.6 Perpetuity: The Enduring Covenant

- a) Declaration of Perpetual Existence: The Foundation is established as a perpetual succession, intended to exist forever, transcending the lives of its Founder, its current Board, and its present beneficiaries. Its existence is dedicated indefinitely to public benefit.
- b) Inter-Generational Equity: The Foundation's investment and spending policies shall be managed with inter-generational equity in mind. The needs of current beneficiaries shall be met without compromising the ability of future generations to benefit from the Foundation's endowment and mission-critical assets.
- c) Defense Against Dissolution: Dissolution of the Foundation is an extraordinary measure, permitted only under the most stringent conditions as detailed in Article XXI, and must always result in the transfer of all assets to another perpetual, mission-locked entity.

25.7 Enforcement and Consequences of Breach

- a) Ultra Vires Act: Any transaction, contract, or decision that violates this Asset Lock shall be deemed ultra vires (beyond the power) of the Foundation and void ab initio (from the outset).
- b) Personal Liability: Any Director, Officer, or agent who knowingly authorizes, facilitates, or participates in a breach of this Asset Lock shall be personally and jointly liable for the full restoration of the lost assets to the Foundation, plus all associated legal and recovery costs.
- c) Standing to Sue: In addition to the Board, any Member of the Foundation, or the Independent Auditor General, shall have the legal standing to bring a derivative lawsuit on behalf of the Foundation to enforce this Article and recover misappropriated assets.

d) Criminal Referral: Willful and malicious violation of this Asset Lock shall be reported to the relevant authorities for investigation as criminal theft, fraud, or breach of trust.

25.8 Core Article Status

This Article is designated as a Tier 1 Core Article under Article XIX.3 and may be amended only through the procedures therein.

ARTICLE XXVI - SEVERABILITY, SAVING CLAUSE & ANTI-DIVERSION OF FOUNDATION ASSETS

26.0 Severability and Saving Clause If any provision of this Constitution is found to be unenforceable under applicable law, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect. Any invalid provision shall be replaced by a lawful provision that most closely reflects the economic and moral intent of the original.

26.1 Prohibition of Private Diversion No Director, Officer, Employee, Consultant, or Affiliate of the Foundation shall, directly or indirectly, use, commit, lend, or transfer any Foundation asset, fund, intellectual property, or brand for the purpose of establishing, financing, or benefiting any private enterprise, company, or venture that is not expressly approved as a mission-aligned entity under Article XXXI.

26.2 Foundation Ownership Requirement Any new enterprise, subsidiary, or spin-off utilizing Foundation resources, personnel, or intellectual property must be legally constituted as a Foundation-Linked Entity and shall adopt the ownership structure described in Articles XXIX, XXX, and XXXI. Any deviation shall be void ab initio and treated as a misappropriation of Foundation assets.

26.3 Breach and Remedies Any violation of this Article constitutes gross misconduct and a breach of fiduciary duty. The Combined Trusts Board shall take immediate recovery action, including but not limited to restitution, dismissal, civil recovery, and, where applicable, criminal referral. The Oversight Panel shall supervise investigation and ensure full restitution to the Foundation.

26.4 Disclosure and Accountability All new entities proposed by any Officer, Director, or Affiliate must be disclosed in writing to the Foundation Board and recorded in the Foundation Register of Interests prior to any engagement or funding. Undisclosed or unauthorized ventures are deemed conflicts of interest and subject to sanctions under Article XXVII (Conflict of Interest).

Core Article Status

This Article is designated as a Tier 1 Core Article under Article XIX.3 and may be amended only through the procedures therein.

Article XXVII - Conflict of Interest

27.1 General Duty of Loyalty Every Steward President, trustees, CEO, Director, Officer, Employee, and Affiliate of the Foundation owes a fiduciary duty of loyalty to the Foundation, its Mission and this constitution and shall act honestly, transparently, and in the best interests of the Foundation's Mission as set out in Article II. No person shall place personal, familial, or financial interests above the Foundation's objectives.

27.2 Definition of Conflict of Interest A "Conflict of Interest" arises when an individual's personal interests, politics, relationships, or financial activities could improperly influence, or appear to influence, the performance of their duties for the Foundation.

Conflicts include, but are not limited to:

- a) Holding a financial interest in any organization doing business with the Foundation;
- b) Receiving personal benefit (monetary or non-monetary) from Foundation decisions or contracts;
- c) Using Foundation assets, information, or opportunities for personal advantage;
- d) Engaging in activities that compete with or undermine the Foundation's Mission or integrity;
- e) Involvement of immediate family members, close associates, or related entities in Foundation transactions.

27.3 Duty of Disclosure

- a) Every trustee, Director, Officer, or Employee must disclose in writing any actual, potential, or perceived conflict to the Foundation Board immediately upon awareness.
- b) The disclosure must specify the nature, extent, and potential impact of the conflict.
- c) Disclosures shall be entered into the Foundation Register of Interests, maintained by the Secretary, and reviewed annually by the Oversight Panel.

27.4 Recusal and Abstention

- a) Any person with a disclosed conflict shall recuse themselves from participating in deliberations, decisions, or votes related to the matter.
- b) The minutes of the meeting shall record the disclosure and recusal explicitly.
- c) No conflicted person shall attempt to influence others in any decision where they have a conflict.

27.5 Oversight Panel Review

- a) The Oversight Panel shall independently review all conflict disclosures, determine whether a conflict exists, and prescribe remedial action.
- b) The Panel may seek external legal or audit opinions if necessary.
- c) Serious or unresolved conflicts shall be reported to the full Combined Trusts Board for resolution, and if material, disclosed publicly in the Foundation’s Annual Impact Report.

27.6 Prohibited Acts The following are strictly prohibited and constitute gross misconduct:

- a) Concealing or failing to disclose a conflict;
- b) Diverting Foundation funds, opportunities, or intellectual property for personal or third-party gain;
- c) Participating in decisions that result in personal or related-party benefit;
- d) Using Foundation information obtained in confidence for personal advantage after leaving office.
- e) Using Foundation assets to acquire companies without following the rigorous procedures and restructuring requirements of Article XLV.

27.7 Sanctions and Remedies

- a) Violation of this Article shall constitute a breach of fiduciary duty and grounds for disciplinary action, removal, restitution, and, where applicable, civil or criminal referral.
- b) The Board shall recover any unjust enrichment, loss, or benefit obtained through violation of this Article.
- c) The Oversight Panel shall ensure that remedial and legal actions are executed promptly.

27.8 Periodic Certification

- a) All trustees, Directors, CEOs, Officers, and key Employees shall annually sign a Conflict of Interest Declaration Form affirming that they have disclosed all relevant interests and understand their ongoing duty of loyalty.
- b) Failure to sign or update the declaration constitutes a compliance breach.

27.9 Transparency and Public Accountability The Foundation shall include in its Annual Impact Report a section summarizing:

- The number of conflict disclosures received and resolved;
- Actions taken to enforce compliance;
- Measures to strengthen ethical governance.

Names of individuals shall not be disclosed, but transparency on procedures shall be maintained.

27.10 Cross-Reference to Other Articles

- a) Any breach of this Article shall trigger the procedures under Article XXVI (Anti-Diversion of Foundation Assets).
- b) No person under investigation for a conflict shall vote or act on any matter concerning their role or remuneration until the matter is resolved.

ARTICLE XXVIII - OWNERSHIP & CONTROL STRUCTURE

28.1 Integrated Holding Structure

The Foundation shall operate through a unified ownership structure designed to permanently separate mission control from economic benefits while ensuring operational efficiency and perpetual mission alignment. This structure comprises four interdependent layers:

- a) Jowih Purpose Trust (Article XXIX) as the perpetual mission guardian;
- b) Founder Family Trust (Article XXX) as the Founder legacy and economic security layer with Golden Vote protection in Mission threatening actions only ;
- c) Jowih Holdings Limited (Mauritius) as the central operating and ownership entity;
- d) Jowih Group: Operations and Execution of the companies and the GAG initiative under the Holding Company board
- d) Operating Subsidiaries (Article XXXI) as mission-aligned economic engines i.e Jowih IP company, Jowih Technologies Company.

28.2 Rights ,Ownership Allocation

- a) **Jowih Holdings Limited** It is fully owned by the Foundation and co managed by the Purpose Trust 60% voting right and Founder Trust 40% voting rights; The purpose Trust holds no direct economic rights as it only ensure that the 90% economic rights of the Foundation are received to the Mission Fund, the Founder Family Trust holds the rest 10% economic right for financial security.

b) **The Jowih Group** is not a separate legal entity but an organizational and operational designation for coordination, execution, and continental integration of all commercial activities under the Foundation’s mandate.

b) **All Operating Subsidiaries** (including the Jowih technology Company, Jowih CRT.Spin Offs,Acquired companies ,IP Company, Logistics, Payments, Media, Gaming, R&D Centers, Innovation Support, and future ventures) shall be 100% owned by Jowih Holdings Limited;

c) **Foundation Assets** remain 100% under Foundation control, receiving defined dividend flows for mission fulfillment;

d) **IP Ownership:** All intellectual property shall be held by Jowih IP Holdings (Singapore), a 100%-owned subsidiary of Jowih Holdings Limited.

28.3 Structural Safeguards

a) Mission Primacy: The Jowih Purpose Trust's 60% voting ownership and Founder Trust 40% voting ownership of the Jowih Holding Company ensures strategic, balanced and perpetual mission alignment across all subsidiaries;

b) Economic Fairness: The Foundation’s 90% economic share & Founder Family Trust's 10% economic interest is constitutionally protected while prevented from mission interference;

c) Operational Centralization: All commercial activities flow through Jowih Holdings Limited for governance consistency and strategic alignment;

d) Asset Protection: All structures are subject to the Asset Lock (Article XXV) and Anti-Diversion rules (Article XXVI).

ARTICLE 28.4 - JOWIH HOLDINGS COMPANY

28.4.1 Establishment and Role

a) The Foundation shall establish Jowih Holdings Limited (the “Holding Company”) as the central commercial and operational execution vehicle of the Jowih system.

b) The Holding Company shall be responsible for:

- i. Executing all commercial, infrastructure, and operational components of the Foundation’s mission;
- ii. Owning, controlling, and coordinating all Operating Subsidiaries;
- iii. Implementing integrated systems across all sectors and jurisdictions.

c) The Holding Company shall be guided under private ANNEX P

28.4.2 Legal Nature

a) The Holding Company shall operate as a separate legal entity, distinct from the Foundation and associated Trust structures.

b) It shall function on a commercial and financially sustainable basis, while remaining fully bound by:

- i. The mission and principles of the Foundation;
- ii. Governance controls established under this Constitution;
- iii. Oversight exercised through the Trust Structure.

28.4.3 Ownership, Economic Rights, and Control

a) The economic rights of the Holding Company shall be structured as follows:

- i. The Jowih Foundation shall hold ninety percent (90%) of the economic rights where dividends got to Mission fund in Foundation Treasury;
- ii. The Founder Family Trust shall hold ten percent (10%) of the economic rights for financial security .

Economic rights shall not confer voting or governance rights unless explicitly stated.

b) Governance, control, and oversight shall be exercised through the Trust Structure, including:

- i. The Jowih Purpose Trust;
- ii. The Founder Family Trust.

c) Voting rights shall be structured as follows:

- i. Jowih Purpose Trust - sixty percent (60%) voting rights;
- ii. Founder Family Trust - forty percent (40%) voting rights.

The division is to ensure that power is not concentrated and that every majority vote must be from both trusts working together to achieve majority voting in decisions made.

d) The Founder Family Trust shall retain a Golden Vote on all matters deemed mission-critical in accordance with Article XXX.4. Golden vote may be activated by any single trustee to ensure no point of failure.

28.4.4 Board Composition and Leadership

a) The Holding Company Board shall comprise nine (9) Directors:

- i. Four (4) appointed by the Jowih Purpose Trust;
- ii. Three (3) appointed by the Founder Family Trust;
- iii. Two (2) Independent Directors jointly approved by both Trusts.

b) Independent Directors shall:

- i. Possess proven expertise in governance, finance, infrastructure, or technology;
- ii. Have no material affiliation with either Trust.

c) The Chairperson shall:

- i. Be selected unanimously from among the Independent Directors;
- ii. Not hold any executive position within the Jowih Group.

28.4.5 Powers and Authority of the Board

a) The Board shall have ultimate authority over the Holding Company,Jowih Group and all subsidiaries, including:

- i. Strategic direction and expansion;

- ii. Capital allocation and financing decisions;
- iii. Approval of major transactions;
- iv. Oversight of subsidiary performance.
- b) This authority shall be subject only to:
 - i. The Golden Vote provisions;
 - ii. Mission protection mechanisms established under this Constitution.

28.4.6 Executive Management

- a) The Board shall appoint, oversee, and if necessary remove:
 - i. The Group Chief Executive Officer (Group CEO);
 - ii. Chief Executive Officers of all Operating Subsidiaries.
- b) The Group CEO shall:
 - i. Execute Board-approved strategy;
 - ii. Coordinate all subsidiaries into a unified operating system;
 - iii. Ensure delivery of mission-aligned outcomes across all sectors.

28.4.7 Control Over Subsidiaries

- a) The Holding Company shall:
 - i. Incorporate, own, and control all Operating Subsidiaries;
 - ii. Define mandates, governance standards, and performance targets.
- b) Board approval shall be required for all major subsidiary decisions, including:
 - i. Expansion into new jurisdictions or sectors;
 - ii. Financing exceeding five percent (5%) of assets;
 - iii. Mergers, acquisitions, or divestments;
 - iv. Licensing or transfer of intellectual property;
 - v. Strategic long-term partnerships.

28.4.8 Strategic Integration Role

- a) The Holding Company shall act as the central integrator of all systems, including but not limited to:
 - i. Transport and mobility systems;
 - ii. Energy infrastructure;
 - iii. Digital and data systems;
 - iv. Financial and payment systems;
 - v. Industrial and production ecosystems.
- b) It shall ensure all components operate as a unified, interoperable continental system.

28.4.9 Financial Discipline

- a) The Holding Company shall operate under principles of:
 - i. Commercial sustainability;
 - ii. Long-term capital preservation;
 - iii. Responsible reinvestment into mission-aligned projects.
- b) Profits shall be allocated in accordance with:
 - i. The economic rights defined herein;
 - ii. Strategic directives of the Foundation;
 - iii. Applicable governance controls.

28.4.10 Mission Protection and Limitations

- a) The Holding Company shall not:
 - i. Undertake activities inconsistent with the Foundation's mission;
 - ii. Engage in speculative or non-aligned ventures.
- b) Any such action shall constitute a Mission-Threatening Action under Article LVIII and shall be subject to intervention, reversal, or sanction.

28.4.11 Accountability and Reporting

- a) The Holding Company shall maintain:
 - i. Full transparency to the Trust Structure and Steward President;
 - ii. Regular financial, operational, and impact reporting.
- b) It shall comply with:
 - i. Independent audit requirements;
 - ii. Public accountability mechanisms established by the Foundation.

28.5 THE JOWIH GROUP

28.5.1 Establishment

- a) The "Jowih Group" is hereby established as the unified operational structure comprising all entities owned, controlled, or administered by Jowih Holdings Limited.
- b) The Group shall serve as the primary execution framework through which the objectives of the Jowih Foundation are implemented across all sectors, jurisdictions, and development corridors.
- c) The Jowih Group shall not constitute a separate legal entity but shall operate as an integrated organizational structure under the authority of Jowih Holdings Limited.
- d) The Jowih Group shall be guided under the private ANNEX J

28.5.2 Purpose

- a) The purpose of the Jowih Group shall be to:
 - i. Execute large-scale continental and global infrastructure systems;
 - ii. Enable coordinated economic development across multiple sectors;

- iii. Integrate digital, financial, industrial, and physical systems into a unified ecosystem;
- iv. Facilitate partner-led execution in alignment with the principles of Development Neutrality;
- v. Operationalize the mission, frameworks, and directives of the Jowih Foundation.

28.5.3 Composition

- a) The Jowih Group shall consist of:
 - i. Core Operating Subsidiaries established under Jowih Holdings Limited;
 - ii. Special Purpose Vehicles (SPVs) created for specific projects, corridors, or asset classes;
 - iii. Joint Venture Entities formed with governments, institutions, or approved partners;
 - iv. Regional and Country-Level Entities established to support localized execution.
- b) The principal operating subsidiaries of the Group shall be defined in Schedule X of this Constitution.

28.5.4 Governance Authority

- a) The Jowih Group shall not maintain an independent Board of Directors.
- b) All governance authority over the Group shall reside exclusively with the Board of Jowih Holdings Limited.
- c) The Board of Jowih Holdings Limited shall:
 - i. Approve the establishment, restructuring, or dissolution of Group entities;
 - ii. Exercise fiduciary oversight over all subsidiaries and associated structures;
 - iii. Ensure alignment with the directives of the Jowih Foundation.

28.5.5 Group Leadership Structure

- a) The operational leadership of the Jowih Group shall be vested in a Group Executive Structure appointed under Jowih Holdings Limited.
- b) The Group Executive Structure shall include, at minimum:
 - i. Group Chief Executive Officer (GCEO);
 - ii. Group Chief Operating Officer (GCOO);
 - iii. Group Chief Financial Officer (GCFO);
 - iv. Chief Executives of the Core Operating Subsidiaries and such other principal operating entities as may be designated by the Board; and
 - v. such additional Group executive offices as may be established by the Board of Jowih Holdings Limited upon recommendation of the GCEO, where necessary for effective coordination, integration, research, innovation, technology, risk management, legal affairs, capital allocation, or other Group-wide functions.
- c) Group executive offices established under paragraph (b)(v) shall not require amendment of this Constitution unless the office is expressly designated as a constitutional office or its creation materially alters the governance structure established herein.

28.5.6 Appointment and Accountability

- a) The Group Chief Executive Officer shall be appointed by the Board of Jowih Holdings Limited, subject to alignment with the strategic direction of the Jowih Foundation.
- b) All other Group Executives shall be appointed by the Board of Jowih Holdings Limited upon recommendation of the Group Chief Executive Officer.
- c) Sector Chief Executives shall:
 - i. Lead their respective subsidiaries;
 - ii. Report operationally to the Group Chief Executive Officer;
 - iii. Remain accountable to the Board through established governance structures.
- d) All appointments shall be based on competence, alignment with mission objectives, and the capacity to execute at continental scale.
- e) The establishment of a Group executive office shall not confer upon the office-holder any authority over the Foundation except as expressly delegated or provided by this Constitution.

28.5.7 Operational Authority

- a) The Group Executive Structure shall be responsible for:
 - i. Coordinating execution across all subsidiaries and sectors;
 - ii. Implementing strategies approved by the Board;
 - iii. Managing partnerships with governments, institutions, and private entities;
 - iv. Ensuring efficient deployment of capital, infrastructure, and systems.
- b) Operational authority shall not extend to altering the mission, ownership structures, or foundational principles established by the Jowih Foundation.

28.5.8 Strategic Alignment

- a) All entities within the Jowih Group shall operate in strict alignment with:
 - i. The mission and objectives of the Jowih Foundation;
 - ii. The strategic direction issued by the Foundation;
 - iii. The governance framework of Jowih Holdings Limited.
- b) No Group entity shall undertake actions inconsistent with the principles of Development Neutrality, non-custodial financial operation, or partner-led execution.

28.5.9 Coordination and Integration

- a) Jowih Holdings through Jowih Group shall establish internal systems and mechanisms to ensure:
 - i. Integration across all sectors and subsidiaries;
 - ii. Interoperability of digital, financial, and physical infrastructure;
 - iii. Standardization of protocols, systems, and operational frameworks;
 - iv. Alignment with the Jowih digital ecosystem and other infrastructure.

28.5.10 Residual Authority

- a) Any matter not expressly delegated to the Group Executive Structure shall remain under the authority of the Board of Jowih Holdings Limited.
- b) The Board reserves the right to intervene, restructure, or assume direct control of any Group entity where necessary to protect the integrity, mission, or operational continuity of the Jowih system.

28.6 Dividend Flow Mechanism

- a) Operating Subsidiaries Distribute 100% of available dividends to Jowih Holdings Limited, after maintaining prudent reserves (minimum 20% of annual profits);
- b) Jowih Holdings Limited Distributes dividends to shareholders: 90% to the Foundation and 10% to Founder Family Trust;
- c) Annual Minimum: No less than 90% of Jowih Holdings Limited's consolidated net profits shall be distributed as dividends to Mission Fund in Foundation’s Treasury, subject to prudent reserve requirements and growth investment needs;

28.7 Legal Implementation

- a) All structures must be documented in binding instruments (trust deeds, shareholder registers, articles of association) that are legally enforceable in Mauritius, Singapore, and all operating jurisdictions;
- b) All documents must cross-reference this Constitution and incorporate its protective provisions as fundamental clauses;
- c) No changes to this ownership structure may be made without complying with Core Article amendment procedures (Article XIX);
- d) The Foundation's Board shall maintain a Central Registry of all ownership documents, updated annually.

28.8 Perpetual Alignment

This structure is established as a permanent feature and may not be altered in any way that:

- a) Reduces the Foundation's economic interest below 90% of consolidated profits and Family trust 10%;
- b) Diminishes the Purpose Trust's control over the Holding Company below 60% voting power and Family Trust 40%;
- c) Bypasses the Holding Company's governance of subsidiaries;
- d) Weakens the separation between mission control and economic benefits;
- e) Compromises the mission-aligned dividend flow;
- f) Reduces structural protections against mission drift.

28.9 Cross-Entity Enforcement

- a) The Jowih Purpose Trust shall enforce mission alignment across Jowih Holdings Limited and all subsidiaries;
- b) The Foundation's Board shall oversee compliance with this ownership structure through quarterly reviews;
- c) The Independent Auditor General shall audit adherence to these provisions annually and report to the Oversight Panel;
- d) Any breach shall trigger immediate remedial action under Article XLVIII procedures.

28.10 Core Article Status

This Article is designated as a Tier 1 Core Article under Article XIX.3 and may be amended only through the procedures therein.

Article XXIX - Jowih Purpose Trust (Mission Guardian)

29.1 Establishment and Purpose

The Jowih Purpose Trust is an irrevocable trust established under Mauritius law to hold 60% of voting rights in Jowih Holdings Limited, thereby exercising mission control over the entire commercial ecosystem while remaining operationally detached. Its sole purpose is perpetual protection of the Foundation's Mission as defined in Article II.

29.2 Trustee Governance

- a) Board Composition: 5 Independent Trustees, appointed as detailed in confidential ANNEX C.
- b) Initial Appointment: First generation of Trustees appointed by the Founder as detailed in ANNEX C.
- c) Succession Mechanism: Thereafter new Trustees selected as detailed in confidential ANNEX C.
- d) Ex Officio Role: The Steward President serves as ex officio observer with speaking rights but no voting authority.
- e) Fiduciary Duty: Trustees owe exclusive duty to the Mission and this constitution, not to beneficiaries, with mission protection above all other considerations.

29.3 Trustee Oversight & Removal

(a) Trustees Oversight Committee (Enforcer):

An independent body designated as the “Enforcer,” as required by law, shall oversee and monitor the conduct of Trustees. It shall comprise five (5) members: three (3) external governance experts appointed by the Combined Trusts Board and two (2) Foundation representatives. Detailed procedures shall be set out in confidential ANNEX C. The first generation of members may be appointed by the Founder. The Enforcer may engage independent legal counsel across relevant jurisdictions to support its functions.

(b) Removal for Cause Only:

Trustees may be removed solely for documented cause, including political involvement, breach of duty, ethical violation, incapacity, or conflict of interest, and in accordance with applicable Mauritian law and court process where required. All removal actions shall

be formally recorded and publicly disclosed. Any dispute between the Trusts regarding appointment or removal shall be resolved through binding mediation as provided in confidential ANNEX F.

(c) Appeal Process:

A Trustee subject to removal shall have the right to appeal to the Supreme Court of Mauritius.

(d) Replacement:

Vacancies arising from removal or resignation shall be filled in accordance with the procedures set out in confidential ANNEX C.

29.4 Powers and Authority

The Purpose Trust shall and not limited to:

- a) Hold and exercise 60% voting rights in Jowih Holdings Limited through its appointed directors
- b) Appoint 4 directors to the Holding Company Board
- c) Vote on any Holding Company action in exception of potentially harming the Mission, with written justification required
- d) Ensure dividend flows comply with Article XXVIII.5 through quarterly reviews
- e) Require immediate corrective action for any mission deviation, including CEOs removal if necessary
- f) Form a Combined Trust Board with Family Trust as mandated by this constitution

29.5 Limitations

The Purpose Trust shall not:

- a) Engage in commercial activities or operational management of subsidiaries
- b) Directly appoint subsidiary CEOs or boards (delegated to Holding Company Board)
- c) Distribute profits or permit private gain from trust assets
- d) Amend its deed without tier 1 Core Article compliance (Article XIX)
- e) Interfere in day-to-day operations of Holding Company or subsidiaries
- f) Exercise powers for any purpose other than mission protection

29.6 Reporting and Transparency

- a) Annual Report: Detailed mission compliance report published via Transparency Dashboard (Article XXXV) within 90 days of fiscal year-end
- b) Trustee Disclosures: All trustee selections, deliberations, and decisions affecting mission alignment must be publicly disclosed to avoid conflict of interest.
- c) Financial Audit: Independent Auditor General verifies mission alignment and financial compliance annually
- d) Historical Archive: Maintains complete records of all trustee deliberations for future reference

29.7 Transition Protocol

- a) Initial Trustees: First generation of 4 Trustees appointed by the Founder as detailed in ANNEX C.
- b) Succession Activation: Following confidential ANNEX C, succession protocol activates and Trustees assume full self-perpetuation authority.
- c) Foundational Documents: Original Mission statement and Trust documents preserved as reference for all future Trustees.

29.8 Core Article Status

This Article is designated as a Tier 1 Core Article under Article XIX.3 and may be amended only through the procedures therein.

Article XXX - Founder Family Trust (Legacy & Protection Layer)

30.1 Establishment and Purpose

The Founder Family Trust holds 10% economic rights and 40% strategic voting rights of Jowih Holdings Limited, providing:

- a) Defined economic benefits for family legacy and security, ensuring the Founder's vision is economically sustained;
- b) "Golden Vote" protection against **mission-threatening actions** as the ultimate safeguard and not to interfere with day-to-day operation or disagreements not mission threatening;
- c) Founder's perpetual influence over strategic direction while preventing mission drift;
- d) Oversight to prevent mission deviation in extreme cases under Independent Auditor General supervision;
- e) Mechanism to ensure entities remain public-owned with Foundation as guardian.

30.2 Trustees

(a) Composition of Trustees

The Founder Family Trust shall be governed by a Board of five (5) Trustees, comprising:

- Three (3) Family Trustees with full voting rights (including 2 senior and one Junior Family Trustee aged 26-40)

- One (1) younger Family Trainee (non-voting observer aged 18-25)

- One (1) Independent Legal Trustee with full voting rights except Golden Vote.

b) **Initial Trustees** - The Founder shall have the exclusive authority to appoint the initial Trustees, including family members and independent persons, for terms as specified in confidential ANNEX D.

c) **Successor Trustees** - All successor Trustees shall be nominated and elected as detailed in confidential ANNEX D and submitted to the Foundation Board for acknowledgment not approval, ensuring alignment with fiduciary duties and the Trust's mission.

(d) **Family Trustees** - Three (3) Trustee seats shall be reserved for qualified family members, comprising two (2) Senior Family Trustees and one (1) Junior Family Trustee. All three Family Trustees possess equal voting authority. The Junior Family Trustee must be aged 26-40 and demonstrates commitment to governance principles. Each of them have right to initiate Golden Vote .

(e) One (1) seat shall be reserved for a younger Family Trainee aged 18-25, serving as a non-voting observer. This position provides inter generational learning without affecting board voting dynamics. The Trainee participates in all deliberations and may rotate every 3 years to expose multiple young family members to governance and may later based on records and leadership qualities as in the ANNEX D move to voting trustees upon vacancy.

(f) **Independent Legal Trustee One** (1) Trustee seat shall be reserved for an independent legal expert specializing in trust law and governance. This Trustee serves as constitutional advisor, ensuring compliance with the Trust Deed and all legal obligations while providing professional guidance without operational control or right to Golden Vote.

g) **Term and Renewal** - As detailed in confidential ANNEX D to ensure they fulfill their constitutional duties.

(h) Duties of Trustees - All Trustees shall act in accordance with ANNEX D, this Constitution, and all applicable fiduciary duties, prioritizing the long-term mission and protection of the Foundation and its assets.

h) **Duties of Trustees** - All Trustees shall act in accordance with confidential ANNEX D, this Constitution, and all applicable fiduciary duties, prioritizing the long-term mission and protection of the Foundation and its assets.

i) **Removal of Trustees** - Trustees may be removed for cause, including breach of duties, mission violation, or ethical misconduct using the same principles as the Purpose Trust trustee removal procedure by the Trustees Oversight Committee, as detailed in confidential ANNEX C.

30.3 Powers and Economic Rights

a) Receives 10% of Jowih Holdings Limited dividends as specified in Article XXVIII.5;

b) Exercises standard 40% voting rights in Holding Company matters through its appointed directors;

c) Holds **Golden Vote** over specific mission-critical actions in the Foundation, Jowih Holdings Limited and its subsidiaries

d) Shall appoint 3 directors to the Holding Company Board;

e) Receives annual financial reports and strategic plans from Jowih Holdings Limited;

f) May request special audits of any subsidiary through the Holding Company Board.

g) Form a Combined Trusts board with the Purpose Trusts as mandated by this constitution.

30.4 Golden Vote - Scope, Limitations, and Consequences of Abuse

30.4.1 Nature and Purpose

The Golden Vote is a constitutional mechanism held by the Founder Family Trust. It exists solely to prevent Mission-Threatening Actions as defined in Article I and Article XLVIII. The Golden Vote shall not be exercised for personal benefit, private gain, political purposes, or routine operational decisions.

30.4.2 Permissible Exercise

The Golden Vote may be exercised to block any resolution, decision, or action that constitutes a Mission-Threatening Action, including but not limited to:

(a) Sale, merger, consolidation, or transfer of controlling interest (twenty percent or more) in the Holding Company or any subsidiary;

(b) Amendment of the Holding Company's stated purpose or strategic alignment with Foundation objectives;

(c) Material dilution of the Trusts' combined voting power below one hundred percent of Jowih Holdings Limited;

(d) Any action that jeopardizes the Foundation's charitable status, tax exemption, or regulatory compliance;

(e) Pledge, sale, or exclusive license of core ecosystem intellectual property held by Jowih IP Holdings Singapore;

(f) Incurrence of secured debt or contingent liabilities exceeding twenty-five percent of consolidated assets;

(g) Adoption of material policies, contracts, or agreements conflicting with Foundation ethical standards;

(h) Change of dividend distribution ratios from the ninety-ten percent allocation;

(i) Any action violating Article XLVIII (Mission-Lock) ,Asset Lock and Dissolution;

(j) Unconstitutional amendment of any article of this Constitution;

(k) Any other action that the Founder Family Trust determines, acting reasonably, in good faith, and with documented evidence, poses an existential threat to the Mission, the Asset Lock, or the Foundation's constitutional integrity.

(l)The Constitution recognizes that, in exceptional circumstances,the Founder Family Trust may be unable, unwilling, delayed, or otherwise constrained from exercising the Golden Vote in response to a potential Mission-Threatening Action.

Accordingly, a public petition mechanism is established as a supplementary safeguard to ensure that credible risks to the Mission may be formally raised, reviewed, and, where necessary, escalated for determination in accordance with this Constitution. The Golden Vote may also be considered upon the petition of at least ten percent (10%) of

registered active verified citizens in the Governance OS database, certified by the Referendum Commission, requesting that the Founder Family Trust exercise the Golden Vote to block a specific proposed or pending action.

If the Founder Family Trust declines to exercise the Golden Vote, the petition shall not compel automatic escalation to a referendum. However, the Oversight Panel may, upon independent review, determine whether the matter warrants referral under Article XLIV. For the avoidance of doubt, the existence of documentation alone shall not establish validity where the underlying determination is found to be unreasonable, misleading, or materially incomplete.

Upon verification of a petition, the Founder Family Trust shall issue a public, reasoned determination within thirty (30) days, stating whether the petitioned action constitutes a Mission-Threatening Action. Such determination shall be published on the Public Dashboard and shall include a clear explanation of the factual, legal, and mission-based grounds relied upon. If the Founder Family Trust fails to issue a public, reasoned determination within thirty (30) days, **the petition shall automatically be submitted to a public referendum under Article XLIV. No extension of this deadline is permitted for any reason, including claimed need for further review.**

Where the Founder Family Trust determines that a petitioned action does not constitute a Mission-Threatening Action, such determination shall include a public certification that the Trustees have acted in good faith, with due diligence, and on reasonable grounds, and that they accept responsibility for such determination.

Failure to issue such public determination shall automatically trigger submission to a public referendum. **If the petitioned action subsequently results in a Mission-Threatening outcome, the prior public determination shall be subject to review under Article LVIII. In such review, particular weight shall be given to the adequacy, completeness, and honesty of the publicly disclosed reasoning.**

A finding that the Trustees acted in bad faith, with gross negligence, or with willful disregard of material risks, including through materially misleading or incomplete public disclosures, shall constitute Mission Threatening Action and shall be charged under relevant jurisdiction laws.

30.4.3 Prohibited Exercise

The Golden Vote shall not be exercised for:

- (a) Personal benefit or enrichment of any Trustee, family member, or associate;
- (b) Political purposes, external influence, or coercion;
- (c) Hindering ordinary course business operations or approved strategic plans;
- (d) Blocking appointments, removals, or operational decisions within delegated authority unless mission threatening actions in appointments or operations;
- (e) Any purpose that does not constitute a Mission-Threatening Action under Section 30.4.2, whether the exercise originates from the Founder Family Trust or from a public petition under Section 30.4.2(I).

30.4.4 Legal Effect of Prohibited Exercise

- (a) Any exercise of the Golden Vote for a purpose not permitted under Section 30.4.2, or for a purpose prohibited under Section 30.4.3, is void ab initio and without legal effect.
- (b) No resolution of the Combined Trusts Board, no Board resolution, and no amendment to this Constitution may validate, ratify, or give effect to any exercise of the Golden Vote that violates Section 30.4.3.
- (c) Any purported validation of a prohibited Golden Vote exercise is itself void ab initio and constitutes a Mission-Threatening Action.

30.4.5 Consequences for Trustees

- (a) Any Trustee who knowingly or willfully exercises, attempts to exercise, or conspires to exercise the Golden Vote for a purpose prohibited under Section 30.4.3 commits Aggravated Mission Threatening Action under this constitution.
- (b) Upon a finding of probable cause by the Independent Auditor General:
 - (i) The offending Trustee or Trustees shall be suspended immediately from the Founder Family Trust;
 - (ii) The Golden Vote shall be frozen and may not be exercised until cleared;
 - (iii) The matter shall be referred for investigation under Article LVIII within forty-eight hours.

30.4.6 Override of Certain Appointments

Notwithstanding any other provision of this Constitution, the Golden Vote may be exercised to block a pending appointment (including but not limited to Board members, subsidiary Chief Executive Officers, PAN-Ambassadors, or senior officers) only upon:

- (a) A joint determination by at least two of the following:
 - (i) The Steward President;
 - (ii) The Combined Trusts Board;
 - (iii) The Independent Auditor General;that the appointment, if allowed to proceed, would pose an immediate and demonstrable threat to the Mission;
- (b) Submission of documented evidence supporting the determination to the Oversight Panel within seven (7) days of the exercise of the Golden Vote.

Failure to submit the required evidence within the seven-day period renders the exercise of the Golden Vote void ab initio. The Oversight Panel shall review the evidence and determine whether the exercise was consistent with this Section.

30.4.7 Reporting and Oversight

- (a) All exercises of the Golden Vote must be reported to the Oversight Panel within forty-eight hours.
- (b) The Independent Auditor General shall include in the annual report a certification that no exercise of the Golden Vote in the preceding year violated Section 30.4.3. Any violation shall be reported immediately to the Oversight Panel and published on the Public Dashboard.

30.4.8 Finality of Valid Golden Vote

- (a) **A Golden Vote exercised in accordance with Section 30.4.2 and not prohibited under Section 30.4.3 is final and binding on all organs of the Foundation, including the Combined Trusts Board, the Foundation Board, the Steward President, and all subsidiaries.**
- (b) **No body, board, Trust, officer, or any other person may override, reverse, or set aside a valid Golden Vote.**

- (c) **No amendment to this Constitution may authorize the override of a valid Golden Vote. Any amendment purporting to do so is void ab initio and constitutes a Mission-Threatening Action under Article XLVIII.**
 - (d) **A valid Golden Vote shall not be subject to external judicial review, arbitration, or appeal. Determination of validity rests exclusively with the Oversight Panel under Article XLVIII.**
- 5.30.4.9 Core Article Status**

30.5 Core Article Status

This Article is designated as a Tier 1 Core Article under Article XIX.3 and may be amended only through the procedures therein.

No amendment may:

- (a) Remove the principle-based definition of Mission-Threatening Actions under Section 30.4.2;
- (b) Limit the scope of Section 30.4.2(k) to exclude unforeseen threats;
- (c) Permit the Golden Vote to be exercised for any purpose not constituting a Mission-Threatening Action;
- (d) Remove the prohibition on personal benefit or political purposes under Section 30.4.3;
- (e) Allow the sale or transfer of the Golden Vote or Founder Family Trust shares;
- (f) Permit any body to validate or ratify a prohibited Golden Vote exercise;
- (g) Require an exhaustive list of permissible uses that would exclude unforeseen threats;
- (h) Authorize the override of a valid Golden Vote.

Article XXXI - Operating Companies & Governance Flow

31.1 Subsidiary Structure

All mission-aligned commercial entities operate as 100%-owned subsidiaries of Jowih Holdings Limited while operated and executed through Jowih Group.

31.2 Governance Hierarchy

- a) Layer 1: Foundation owns Holding Company - Trusts exercise rights on Jowih Holdings Limited;
- b) Layer 2: Jowih Holdings Limited Board (9 directors: 4 Purpose, 3 Family, 2 Independent) governs all subsidiaries;
- c) Layer 3: Jowih Group Executives (appointed by Holding Company Board) manage operations and execution of The GAG;
- c) Layer 3: Subsidiary Company Boards (appointed by Holding Company Board) manage Company operations;
- d) Layer 4: Subsidiary CEOs (appointed by Holding Company Board) execute strategy;
- e) Layer 5: Operational management (hired by subsidiary CEOs).

31.3 Steward's Special Role

- a) First-Generation CEO Appointments: For each new subsidiary, the Seward President shall appoint the inaugural CEO, establishing culture, values, and strategic direction. This appointment requires Holding Company Board ratification but cannot be unreasonably withheld;
- b) Tenure: Steward-appointed CEOs serve minimum 3-7 year terms or at the pleasure of the Founder if Founder appointed, removable only for cause during initial term;
- c) Succession: After First generation appointments by Steward President, this power transfers to the Holding Company Board ;
- d) Cultural Preservation: Founder/Life Visionary-defined values, principles, and operational philosophies must be incorporated into all subsidiary governance documents and employee handbooks;
- e) Legacy Protection: Founder/Life Visionary may designate up to 5 "Legacy Principles" that must be maintained in perpetuity across all subsidiaries.

31.4 Dividend and Profit Flow

- a) Subsidiary Level: Each subsidiary distributes 100% of available dividends to Jowih Holdings Limited quarterly, after maintaining prudent reserves (minimum 20% of annual profits) and 0.5% to Consolidated Security Holding account deducted before distribution to the Jowih Holding Limited;
- b) Holding Company Level: Jowih Holdings Limited consolidates profits and distributes dividends quarterly or semi-annually: 90% to Purpose Trust, 10% to Family Trust;
- c) Reinvestment Pool: Up to 10% of Holding Company profits may be retained for strategic expansion, subject to Oversight Panel and Steward President approval.
- d) IP Royalties: Jowih IP Holdings collects royalties from all subsidiaries, flows to Holding Company as dividends;
- e) Audit Trail: Independent Auditor General verifies complete flow annually with public reporting.

31.5 Mission Alignment Enforcement

- a) Charter Requirement: All subsidiary charters must reference this Constitution and Foundation Mission as primary governing principles;
- b) Annual Certification: Each subsidiary CEO must certify mission alignment annually to Holding Company Board;
- c) Removal Authority: Holding Company Board may remove any subsidiary director or CEO for mission deviation with 30 days notice;

- d) Compliance Officers: Each subsidiary must appoint Mission Compliance Officer reporting to Holding Company;
- e) Training: All subsidiary employees must complete annual mission alignment training.

31.6 Expansion and Acquisition Protocol

New ventures or acquisitions from foundation must comply with:

- a) Holding Structure: Must be held under Jowih Holdings Limited within 90 days of acquisition;
- b) Governance Alignment: Must adopt mission-aligned governance within 3 months;
- c) Dividend Compliance: Must comply with Article XXVIII.5 dividend flow;
- d) IP Integration: All IP must be transferred to Jowih IP Holdings Singapore;
- e) Oversight Review: Acquisitions exceeding 10% of consolidated assets require Steward President , IAG and Oversight Panel pre-approval;
- f) Mission Alignment Period: 12-month integration period with quarterly compliance reviews.

31.7 IP Management

- a) Centralized Ownership: Jowih IP Holdings (Singapore) owns all ecosystem IP: brands, patents, software, trademarks, trade secrets;
- b) Licensing Framework: Licenses IP to subsidiaries under fair market terms with mission-aligned restrictions;
- c) Royalty Flow: Royalties - IP Company - Holding Company as dividends;
- d) Protection: IP cannot be sold, pledged, or exclusively licensed without Golden Vote approval and public consultation;
- e) Open Source: Mission-aligned open source contributions encouraged under Board-approved policies.

31.8 Dispute Resolution

- a) Subsidiary-Level: Operational disputes resolved by Holding Company Board;
- b) Trust-Level: Disputes between Trusts go to Trustees Oversight Panel ;
- c) Golden Vote Disputes: Follow Schedule X arbitration with Oversight Panel as final arbiter;
- d) External Disputes: Legal proceedings require Holding Company Board approval

31.9 Jowih Protective Services (JPS)

(a) The Foundation recognizes that security is trust, and trust cannot be outsourced. To protect its assets, personnel, and mission with complete independence, the Foundation shall establish a wholly owned, asset-locked operating company designated as "Jowih Protective Services" (JPS).

(b) JPS shall provide security services for Foundation properties, projects, personnel, and Zones, not limited to:

- (i) Static guarding and access control at all Foundation facilities;
- (ii) Mobile patrol and rapid response;
- (iii) CCTV and electronic security monitoring;
- (iv) VIP protection when designated;
- (v) Such other security services needed.

(c) JPS is subject to all Foundation governance rules:

- (i) Asset-locked (Article XXV) - cannot be sold or transferred;
- (ii) No equity - no ownership interest for any person;
- (iii) Mission-aligned - all operations serve the Foundation's objectives;
- (iv) Profits flow to the Mission Fund under Article XXVIII.5.

(d) JPS shall have a Chief Executive Officer.

- (i) First Generation CEO: The Founder & Steward President shall appoint the first JPS CEO.

The Founder may remove the first JPS CEO at any time, with or without cause. Any suspected criminal conduct shall be referred for legal action under this Constitution.

- (ii) Subsequent CEOs of JPS - Selection Committee: Selection shall be made by Combined Trust Board unanimously.

(iii) Removal of Subsequent CEOs: Removal requires a 3/4 supermajority of all members of the Selection Committee. No abstentions are permitted. All members must vote.

- (iv) Punishment for Abstention: Any member of the Selection Committee who abstains from voting on the appointment or removal of a JPS CEO commits a severe dereliction of duty. Upon abstention:

- (A) The member shall be immediately suspended from all Foundation duties and offices;
- (B) The member shall be contained (restricted from accessing Foundation facilities, systems, and information);
- (C) A full legal investigation shall commence within 48 hours under Article XXII (Ethics, Anti-Corruption & Sanctions)
- (D) If the abstention is found to be willful or compromised, the member shall be removed from office and referred for criminal investigation with any finding connected to Mission Threatening Actions escalate under Article LVIII (Mission Treason) where applicable.

(v) Golden Vote: The Founder Family Trust may exercise the Golden Vote (Article XXX.4) on any JPS decision that the Family Trust determines constitutes a mission-threatening action affecting Foundation security.

(vi) Reporting: The JPS CEO reports to the Steward President and Holding Company Board as provided in this Constitution.

(e) JPS personnel shall be recruited professionally from qualified citizens of any African country. Selection shall be based on merit, integrity, and suitability.

(f) The Foundation shall not outsource security services to any third-party company without unanimous approval of the Combined Trusts Board and certification by the IAG that no alternative exists.

(g) JPS may offer services to third-party clients on a commercial basis, provided all profits flow to the ring-fenced account to further its services and innovation.

31.10 Core Article Status

This Article is designated as a Tier 1 Core Article under Article XIX.3 and may be amended only through the procedures therein.

Article XXXII - Legal Compliance & International Instruments

32.1 Supremacy of Applicable Law

a) The Foundation shall operate at all times in compliance with the International laws and the Constitution of Mauritius and all applicable Mauritian statutes, regulations and binding law, including but not limited to the Companies Act 2001, the Foundations Act 2012, the Data Protection Act 2017, the Workers' Rights Act 2019, and tax law

b) Nothing in this Constitution shall be read as permitting conduct unlawful under the Constitution of Mauritius or any other mandatory law of the jurisdiction in which the Foundation operates.

32.2 International Human Rights & Child-Protective Instruments

a) In furtherance of its objects and policies, the Foundation shall adhere to international instruments and standards relevant to child welfare, human rights and humanitarian action, including (without limitation):

i. The Universal Declaration of Human Rights (UDHR);

ii. The United Nations Convention on the Rights of the Child (UNCRC) and its Optional Protocols;

iii. The African Charter on the Rights and Welfare of the Child (ACRWC);

iv. The African Charter on Human and Peoples' Rights; and

v. Relevant International Labour Organization (ILO) conventions as applicable to staff employment and child-protective measures.

b) The Foundation shall use these instruments to inform policy, safeguarding, beneficiary selection, and operational standards and shall incorporate obligations as appropriate into its policies, contracts and partnership agreements.

32.3 Standards of Conduct & International Best Practice

a) The Foundation shall adopt policies reflecting international best practice on: child protection and safeguarding (UNICEF guidelines), humanitarian standards (Sphere Standards where applicable), anti-corruption (UNCAC principles), and data protection (aligned with GDPR principles to the extent useful and lawful).

b) The Foundation shall require partners and contractors to adhere to similar standards and shall include compliance clauses in partnership agreements.

32.4 Conflict of Laws & Harmonisation

a) Where the law of a foreign jurisdiction governing a branch or activity of the Foundation conflicts with the provisions of this Constitution, the Foundation will seek to operate in a manner that preserves the spirit of this Constitution while complying with binding law. The Board shall obtain legal advice to harmonize obligations and, where necessary, seek structural or contractual mechanisms to preserve the Asset Lock and the Mission.

b) The Foundation acknowledges that absolute legal immutability may be constrained by applicable statutory law; accordingly, the Foundation shall pursue multi-jurisdictional structuring, trust arrangements and other lawful mechanisms to maximize protection of the Mission consistent with applicable law.

32.5 Treaty Implementation & Reporting

- a) The Foundation shall, to the extent reasonably practicable, align its reporting, transparency and safeguarding frameworks with the reporting norms of international treaty bodies and recognised oversight mechanisms relevant to its activities.
- b) The Foundation shall cooperate with lawful investigations by competent authorities, and where appropriate, with international oversight bodies or independent expert panels appointed under the terms of this Constitution.

32.6 Legal Review & Counsel

- a) The Foundation Board shall retain qualified local and, where necessary, international counsel to advise on compliance with Mauritian law and applicable international standards.
- b) Periodic legal reviews shall be scheduled to ensure policies, contracts and governance instruments remain compliant with evolving domestic and international legal obligations.

Article XXXIII - Mission Investment & Non-Voting Share Protections

33.1 Purpose and Definition

- a) The Foundation and its affiliated companies may raise mission-aligned capital through the issuance of non-voting, redeemable, or preference shares known as **“Mission Investor Shares”** solely for financing projects that advance the Foundation’s social, economic, or environmental objectives.
- b) Mission Investor Shares shall never constitute ownership, control, or governance rights in the Foundation or any Jowih entity; they are instruments of temporary participation in the mission, not of control or appropriation.

33.2 Characteristics of Mission Investor Shares

- a) Mission Investor Shares shall:
 - i. Carry no voting, director appointment, or policy rights.
 - ii. Entitle the holder only to a capped or fixed financial return expressly defined in the issuance agreement.
 - iii. Be redeemable solely at the option of the Foundation or its subsidiaries upon repayment of capital plus the agreed capped return.
 - iv. Expire automatically at the end of the agreed term or upon redemption; no perpetual rights may be created.
 - v. Not dilute or reduce the dividends flow
 - vi. Be issued only for mission-aligned, time-bounded projects (e.g., low-cost affordable housing, energy, education, health).

33.3 Mission Investment Agreement (MIA)

- a) Each issuance shall be governed by a Mission Investment Agreement approved by the Independent Auditor General and Oversight Panel.
- b) Every MIA must contain:
 - i. The project purpose, timeline, and measurable social outcomes.
 - ii. The maximum financial return, term, and redemption conditions.
 - iii. Legal affirmation that investors accept no governance or residual claim.
 - iv. A Mission Integrity Clause confirming the investor’s awareness that funds are used for public benefit and not private gain.
 - v. Disclosure obligations allowing the Foundation to publish investor identities (except where lawfully confidential) and total amounts raised.

33.4 Oversight, Disclosure, and Auditing

- a) All Mission Investment activities shall be pre-approved by the Steward President and IAG and reviewed quarterly.
- b) The Foundation shall publish an annual Mission Investment Report detailing total capital raised, use of proceeds, project impact, repayment progress, and any redemptions.
- c) All such instruments and returns shall be subject to independent external audit and disclosed on the Public Dashboard.

33.5 Fraud, Misuse, and Conflict Prevention

- a) It shall constitute gross misconduct and fraud for any Director, Officer, Employee, Consultant, or Affiliate to:
 - i. Issue, sell, or promise Mission Investor Shares without Board and Committee approval.
 - ii. Alter the capped-return terms or conceal investor benefits.
 - iii. Create or suggest side agreements granting hidden control, options, or conversion rights.

iv. Misstate project impacts or misuse raised funds.

b) Any such misconduct shall trigger immediate investigation by the Oversight Panel under Article XXVII and result in restitution, dismissal, civil recovery, and criminal referral where applicable.

33.6 Mission Compliance and Enforcement

a) The Foundation retains absolute discretion to reject or redeem any investment that compromises mission integrity.

b) No investor may bring legal or equitable claims that interfere with the Foundation's mission, ownership, or asset lock.

c) All disputes shall be resolved exclusively under the dispute resolution procedures in Article XVIII.

33.7 Transparency and Public Accountability

a) All Mission Investor Share issuances, redemptions, and aggregate performance data shall be published in the Foundation's annual Impact & Compliance Report.

b) The Foundation shall disclose any relationship between Mission Investors and Directors or Officers to prevent conflicts of interest.

c) The public may access summaries of these agreements to confirm alignment with Article V (Mission and Objects).

33.8 Non-Circumvention and Asset Lock Integration

a) No Mission Investor arrangement shall be used to bypass or weaken the Foundation's Asset Lock under Article XXV.

b) Any transaction inconsistent with this Article is void ab initio and treated as misappropriation of Foundation assets.

c) Upon redemption or expiry, all related funds, interests, or profits revert fully to the Foundation or its designated mission project accounts.

33.9 Harmonization and Review

a) This Article shall be reviewed annually by the Audit and Governance Committee to ensure continued protection against dilution, fraud, or mission drift.

b) Amendments to this Article require the same procedure and thresholds as amendments to Core Articles under Article XIX.

33.10 Application to New Dawn City

(a) Mission Investor Shares (Article XXXIII) may also be issued to fund specific revenue-generating assets within New Dawn City, including but not limited to:

(i) Commercial buildings (offices, hotels, retail) to be leased to partners;

(ii) Manufacturing facilities for Jowih-branded products;

(iii) Energy generation and distribution infrastructure (where structured as revenue-generating);

(iv) Data center capacity (where leased to third parties);

(v) Any other asset identified by the New Dawn City Administrator as capable of generating returns to repay investors.

(b) Mission Investor Shares issued for New Dawn City shall have:

(i) A fixed, capped return not exceeding 5.6 % per annum;

(ii) A term not exceeding fifteen (15) years;

(iii) Redemption exclusively at the Foundation's option, subject to available funds;

(iv) No governance or voting rights in New Dawn City or any Foundation entity

(c) The Foundation may use proceeds from Mission Investor Shares to:

(i) Match partner investments in New Dawn City;

(ii) Provide bridge financing for infrastructure before bond issuance;

33.11 Core Article Status

This Article is designated as a Tier 1 Core Article under Article XIX.3 and may be amended only through the procedures therein.

ARTICLE XXXIV - DONATIONS, PARTNERSHIPS & CONTRIBUTIONS

34.1. Purpose & Foundational Principles

a) The Foundation may receive donations and in-kind contributions (collectively, "Contributions") from lawful sources to advance the mission defined in Article II.

b) All Contributions shall be used exclusively for lawful, mission-aligned purposes.

c) **Independence is Non-Negotiable:** No Contribution shall compromise the Foundation’s governance, operational neutrality, or continental focus.

d) **Foreign Government and International Bodies :** The Foundation shall not accept any donations, grants, or partnership contributions from foreign governments and international bodies (any sovereign state or its agencies outside Africa). **This prohibition is absolute.**

34.2. Contribution Tiers & Acceptance Framework

All Contributions shall be categorized and governed by the following tiers:

a) Tier 1: Citizen & Community Donations

i. Definition: Voluntary, small-scale monetary contributions from individuals.

ii. Value Cap: Up to \$10,000 (or local equivalent) per donor per calendar year.

iii. Procedure: Accepted with minimal process via approved digital channels. Subject to basic anti-fraud and AML screening.

iv. **Status: Non-refundable**, irrevocable, and deemed unrestricted unless a pre-approved mission-aligned designation is selected at the point of giving.

v. Transparency: Aggregated and published in real-time on the Public Dashboard. Individual donor anonymity is preserved unless public recognition is explicitly chosen.

b) Tier 2: Organizational & Mid-Level Donations

i. Definition: Monetary contributions from individuals , corporations, NGOs, foundations, or individuals exceeding Tier 1 cap.

ii. Value Range: \$10,001 to \$1,000,000 max.

iii. Mandatory Due Diligence: Requires Light KYC verification and a mandatory **No-Influence & Conflict-of-Interest Declaration** from the donor, legally affirming no expectation of governance influence, project direction, or preferential treatment.

iv. **Status: Non-refundable.** Logged permanently on the Foundation’s secure immutable ledger.

v. Condition: Contributions with restrictions may be accepted only if restrictions are specific, lawful, mission-aligned, and do not impair operational autonomy.

c) High-Value Monetary Donations ban

i. **Policy:** The Foundation **does not solicit and will not accept** unrestricted, high-value monetary donations, grants or endowments. This tier is expressly nullified to prevent influence risk and mission capture or drift.

34.3 Private-Sector Partnership Contributions (In-Kind Only)

a) Eligible Partners: Limited to private-sector entities (corporations, NGOs, foundations, academic institutions). **Foreign governmental agencies and International organizations entities are ineligible.**

b) Form of Contribution: Partnerships are **strictly in-kind** contributions of materials, equipment, software, systems, or expert services directly necessary for a pre-defined project. **Cash/Money is not accepted under partnership agreements.**

c) Lifetime Contribution Cap: The aggregate value from a single partner, across all Foundation projects and over time, **shall not exceed USD \$10 million and incase of any conflict of interest that later arise from such contributions, the foundation must budget and transfer the amount to a legal body in the Mauritius, outside the foundation to legally do the refund to the conflicted partner. The foundation and any of its organs shall never do any refunds directly to anyone or partner and this is absolute any violation shall be treated as Mission Threatening Action.**

d) Flow of Resources: Contributed resources are allocated directly to the specified project. The Foundation acts as firewall, coordinator, and validator, retaining sole discretion over project implementation.

e) Approval: All partnership agreements exceeding a Board-set threshold must be reviewed and approved by the Steward President and IAG.

34.4. African Government Contributions

a) Eligible Contributors: Only African national or regional governments.

b) Form of Contribution: Non-monetary support unless its a joint project between foundation and government, including licenses, land use rights, permits, regulatory access, data, or physical materials, labour.

c) No Value Cap: There is no pre-set cap on the value of such contributions.

d) Control Safeguard: The Foundation retains full operational, managerial, and coordination control over all projects, irrespective of government-provided resources.

34.5. Acceptance, Due Diligence & Right to Decline

a) All Contributions not under Tier 1 require due diligence confirming lawful origin, mission alignment, and no conditions inconsistent with independence.

b) The Foundation reserves the unconditional right to decline or return any Contribution that poses a reputational, legal, ethical, or mission-integrity risk.

c) Any condition attempting to dictate governance, personnel decisions, or political activity shall render the Contribution void ab initio.

34.6. Transparency, Disclosure & Auditing

a) Register: All Contributions shall be recorded in the Foundation’s permanent, secure Register of Donations & Partnerships.

b) Annual Report: The Foundation shall publish an annual Transparency Report disclosing totals, major donors/partners above a disclosure threshold, and utilization summaries.

c) Oversight: The IAG shall monitor compliance. The Independent Auditor General shall verify the receipt, valuation, and use of all Contributions annually.

34.7. Anti-Diversion & Fiduciary Enforcement

- a) All Contributions are irrevocably dedicated to mission purposes. Refunds are permitted only for proven fraud, clerical error, or as required by law.
- b) Any diversion, conversion, or misuse of contributed resources constitutes Gross Misconduct under Article XXII, triggering immediate investigation, restitution, and sanctions.

34.8. Mission Protection Clause

No donor or partner shall acquire, by virtue of their Contribution, any of the following:

- a) Influence over Foundation governance, strategy, or project selection.
- b) A seat on the Board or any governing committee.
- c) The right to redirect funds, equipment, or intellectual property.

The Foundation retains final decision-making authority on all matters.

34.9. Harmonization & Supremacy

- a) This Article works in harmony with Article XXVI (Anti-Diversion) and Article XXVII (Conflict of Interest).
- b) Constitutional Supremacy: Where any conflict arises between donor/partner conditions and this Constitution, the Constitution shall prevail.
- c) Any Contribution inconsistent with this Article is void and shall be returned or redirected to a lawful, mission-aligned purpose.

Core Article Status

This Article is designated as a Tier 2 Core Article under Article XIX.3 and may be amended only through the procedures therein.

ARTICLE XXXV - TRANSPARENCY, AUDIT & PUBLIC ACCOUNTABILITY

35.1 Transparency Principle The Foundation shall operate on the principles of full transparency, integrity, and public accountability. All financial, operational, and governance information of material significance shall be made publicly available except where restricted by law or personal privacy. This principle of "radical transparency" is fundamental to maintaining public trust and is a core defense against mission drift and corruption.

The Official Seal of the Foundation

- (a) The Foundation shall have an official seal, which shall serve as the physical symbol of the Foundation's legal authority.
- (b) The seal shall be held in the custody of the Secretary-General.
- (c) The seal may only be affixed to a document if:
 - (i) The Steward President has signed the document, approving its content and authorizing the use of the seal;
 - (ii) The Independent Auditor General (IAG) has signed the document, confirming that the document does not violate this Constitution or any applicable law;
 - (iii) The Secretary-General affixes the seal in the presence of the signed authorizations.
- (d) The seal shall be used only for:
 - (i) ADFA agreements and Headquarters Agreements;
 - (ii) Bond certificates issued under Article LVI;
 - (iii) Land title deeds for Tier 1 Neutral Zones;
 - (iv) Contracts for strategic acquisitions under Article XLV;
 - (v) Any other document required by law or designated by the Combined Trusts Board.
- (e) For documents listed in (d)(ii), (iii), and (iv), the seal may only be affixed after the Combined Trusts Board has approved the transaction by unanimous resolution. The resolution must be attached to the sealed document.
- (f) A register of all documents sealed shall be maintained on the Public Dashboard (Article XXXV), including:
 - (i) The date the seal was affixed;
 - (ii) A description of the document;
 - (iii) The names of the Steward President, IAG, and Secretary-General who authorized and affixed the seal;
 - (iv) The authorizing resolution (if any).
- (g) The Steward President and the IAG may sign electronically or in person. Their signatures are irrevocable proof of their authorization.
- (h) Unauthorized use of the seal, or affixing the seal without the required signatures, or forging the signatures of the Steward President or IAG, constitutes a Mission-Threatening Action under Article XLVIII and shall be investigated as Aggravated Mission Threatening Action.
- (i) The seal is subject to the Asset Lock (Article XXV) and may never be sold, transferred, or destroyed.
- (j) If the seal is lost, stolen, or destroyed, the Secretary-General shall immediately notify the Steward President, the IAG, the Combined Trusts Board, and the Oversight Panel. A replacement seal shall be manufactured. The loss shall be investigated. Negligence or intentional act shall be subject to disciplinary action under Article XXII and potential investigation under Article LVIII.
- (k) No amendment may:
 - (i) Eliminate the requirement that both the Steward President and IAG must sign before the seal is affixed;
 - (ii) Permit the seal to be used without the signature of either the Steward President or the IAG;
 - (iii) Remove the requirement that the register of sealed documents be public.

35.2 Integrated Audit Architecture: External Auditor & IAG The Foundation's audit function shall operate on a dual-layer model, integrating continuous internal oversight with rigorous external validation.

- a) Role of the Independent Auditor General (IAG):
 - i. The IAG, as established under Article XLIII, shall serve as the Foundation's chief internal audit executive, providing continuous, real-time oversight.

ii. The IAG's mandate includes conducting Real-time Transaction Audits, Annual Performance Audits, and Triennial Systems Audits of all Foundation and subsidiary operations.

lii. Any other constitutional duties mandated in this constitution

b) Role of the External Audit Firm:

i. The Foundation shall procure, at its own expense, an independent external audit annually, conducted by a certified international or nationally accredited auditing firm of recognized standing.

ii. The external audit shall provide an independent opinion on the Foundation's financial statements and compliance with the Constitution, Asset Lock, and applicable laws.

c) Collaborative Mandate:

i. The External Audit Firm shall, to the extent professionally permissible, rely upon the work of the IAG to ensure efficiency and depth of coverage.

ii. The IAG shall provide the External Audit Firm with full and unrestricted access to all working papers, findings, and data.

iii. The Oversight Panel shall mediate any material disagreements between the IAG and the External Audit Firm, ensuring a cohesive and comprehensive final audit outcome.

35.3 Public Financial Transparency & The IAG's Role

a) Public Dashboard & Real-Time Reporting:

i. The IAG shall have direct operational responsibility for the integrity and updating of the Public Dashboard, ensuring it displays real-time donation receipts, mission fund balances, and progress toward defined milestones.

ii. The IAG shall certify the accuracy of the data presented on the Dashboard on a quarterly basis.

b) Comprehensive Financial Summaries:

i. The Foundation shall publish, on its official website and Public Dashboard, annual financial summaries that are pre-reviewed by the IAG for accuracy and clarity. These shall include:

1. Total income by category (donations, enterprise returns, etc.);

2. Total expenditures by major mission area;

3. A side-by-side summary of the External Audit opinion and the IAG's Annual Performance Audit findings;

4. Executive compensation and administrative expenses in aggregate form, verified by the IAG against the Remuneration Committee's records.

ii. The IAG shall also publish a standalone "Transparency & Compliance Summary" alongside the annual financial statements, highlighting any areas of concern, unresolved recommendations, or instances of non-compliance with the Constitution.

35.4 Public Interest Disclosure & IAG Integration

a) Primary Reporting Channel: The secure, anonymous reporting mechanisms mandated by this Article shall be operationally managed and monitored by the office of the IAG, ensuring independence from Foundation management.

b) IAG Investigation Authority: Reports received through these channels shall be triaged by the IAG, who has the suo motu (on its own motion) authority to initiate immediate investigations into any allegation of misuse of Foundation resources or unconstitutional conduct.

c) Whistleblower Liaison: The IAG shall serve as the primary liaison and protector for whistleblowers, working in concert with the Whistleblower & Ethics Committee (Article XXXVI) to ensure no retaliation occurs and that investigations are conducted impartially.

d) Follow-up Reporting: The IAG shall publish anonymized summaries of all investigated disclosures, including the nature of the allegation and the corrective action taken, ensuring the public can see that reports are taken seriously and acted upon.

35.5 Audit Committee Oversight Synthesis The Board's Audit Committee shall serve as the governance bridge between the IAG and the External Audit Firm. Its duties shall include:

a) Reviewing and formally accepting both the External Audit report and all IAG audit reports.

b) Ensuring that management implements corrective actions in response to findings from both the External Auditor and the IAG.

c) Evaluating the performance and independence of both the IAG and the External Audit Firm on an annual basis.

35.6 Governance OS Audit & Oversight

a) Augmentation Principle: To fulfill its mandate of continuous, real-time oversight, the Independent Auditor General (IAG) shall employ AI and machine learning systems as primary tools provided in the Governance OS. These AI systems shall augment the

IAG's analytical capacity, extending its reach and precision, while all final audit judgments, investigative conclusions, and reporting remain the accountable responsibility of the human IAG and staff.

b) Core AI Functions: The IAG's AI systems shall be designed and maintained to perform, at minimum, the following functions:

- i. Continuous Transaction Monitoring: Real-time analysis of all financial flows for anomalies, patterns indicative of fraud, waste, or non-compliance with policy.
- ii. Predictive Risk Scoring: Automated evaluation of vendors, grantees, projects, and internal processes to generate dynamic risk scores, directing IAG resources to areas of highest concern.
- iii. Compliance Verification: Automated cross-checking of transactions, contracts, and reports against the Foundation's Constitution, internal policies, and applicable regulatory frameworks.
- iv. Data Synthesis & Triage: Analysis of structured and unstructured data (including public disclosures and whistleblower reports) to identify emerging risks and prioritize investigations.

c) Control Safeguards: The integration of AI shall reinforce, not undermine, the Foundation's control framework.

- i. Human-in-the-Loop (HITL): AI systems shall function in an advisory and alerting capacity. They shall not autonomously initiate financial transactions, approve/disapprove payments, or finalize audit opinions.
- ii. Explainability Mandate: Any alert, risk score, or recommendation generated by the IAG's AI must be accompanied by an auditable, plain-language explanation of the rationale and data sources, ensuring human auditors can exercise informed judgment.
- iii. Bias Mitigation: The IAG shall ensure its AI systems are subject to regular review for algorithmic bias and shall employ techniques to ensure their analyses are fair and objective.

d) Transparency Disclosure: The IAG shall include in its Annual Performance Audit report a description of the AI systems in use, their key performance metrics (e.g., alert accuracy rates), and an assessment of their impact on the Foundation's integrity controls.

Core Article Status

This Article is designated as a Tier 2 Core Article under Article XIX.3 and may be amended only through the procedures therein.

ARTICLE XXXVI - WHISTLEBLOWER & ETHICS PROTECTION

36.1 Purpose To protect and encourage disclosure of unlawful, unethical, or corrupt conduct, and to ensure that no individual suffers retaliation for acting in the public interest.

36.2 Protected Disclosures Any employee, officer, volunteer, or affiliate may confidentially report any act or omission that:

- a) Constitutes misuse or diversion of Foundation assets;
- b) Violates any provision of this Constitution;
- c) Amounts to fraud, bribery, corruption, or abuse of authority; or
- d) Creates material risk to the Foundation’s mission or reputation.

36.3 Protection from Retaliation

- a) No whistleblower shall be dismissed, demoted, harassed, discriminated against, or otherwise penalized for making a good faith disclosure.
- b) Any person engaging in retaliatory action shall be deemed in gross misconduct and subject to immediate dismissal and investigation under Article XXVII (Conflict of Interest) and Article XXVI (Anti-Diversion).

36.4 Independent Ethics Committee

- a) The Oversight Panel shall appoint a ad-hoc Whistleblower & Ethics Committee composed of at least three (3) independent members, one of whom must be legally qualified or professionally certified in ethics or compliance.
- b) The Committee shall receive, investigate, and report on disclosures in a confidential and impartial manner.
- c) Findings shall be presented to the Oversight Panel and, where warranted, to the public in anonymized form.

36.5 Investigation Timelines All disclosures shall be acknowledged within seven (7) days and investigated within sixty (60) days unless extended by reasoned resolution of the Oversight Panel. Complainants shall be informed of outcomes in general terms, respecting confidentiality.

36.6 Core article status This article is designated as a Tier 2 core article.

ARTICLE XXXVII - ANTI-MONEY LAUNDERING & COUNTER-TERRORISM FINANCING

37.1 Principle of Financial Integrity The Foundation shall maintain the highest standards of financial integrity and shall not knowingly engage in or facilitate money laundering, terrorist financing, or any other illicit financial activities. This commitment extends to all Foundation operations, subsidiaries, and partners globally.

37.2 Risk-Based Due Diligence Framework

- a) Donor Screening: The Foundation shall implement a risk-based approach to donor due diligence, with enhanced scrutiny for:
- i. Any single donation exceeding \$10,000 USD or local equivalent
 - ii. Donations from jurisdictions identified as high-risk for money laundering
 - iii. Complex donation structures or unusual transaction patterns
 - iv. Donors involved in politically exposed positions
- b) Know Your Customer (KYC) Requirements: For all major donors and partners, the Foundation shall:
- i. Verify identity using reliable, independent documentation
 - ii. Understand the nature of the donor's business and source of funds
 - iii. Conduct ongoing monitoring of the business relationship
 - iv. Maintain records for at least seven years

37.3 International Sanctions Compliance

- a) Screening Obligation: The Foundation shall screen all donors, vendors, partners, and beneficiaries against current United Nations, European Union, US OFAC, AU and other relevant sanctions lists.
- b) Prohibited Transactions: The Foundation shall not engage in any transactions with individuals or entities subject to international sanctions, except where specifically authorized for humanitarian purposes under applicable law.
- c) Geographic Restrictions: The Foundation shall exercise enhanced due diligence when operating in or transferring funds to jurisdictions identified as high-risk by the Financial Action Task Force (FATF).

37.4 Suspicious Activity Reporting

- a) Internal Reporting: All employees shall report suspicious transactions or activities to the Chief Compliance Officer immediately.
- b) External Reporting: Where required by law or where there are reasonable grounds to suspect money laundering or terrorist financing, the Foundation shall file suspicious transaction reports with the relevant financial intelligence unit.
- c) Whistleblower Protection: Reports made in good faith shall be protected under Article XXXVI (Whistleblower & Ethics Protection).

37.5 Training and Awareness

- a) Mandatory Training: All financial and program staff shall undergo annual anti-money laundering and counter-terrorist financing training.
- b) Specialized Training: Staff in high-risk roles (finance, fundraising, international operations) shall receive specialized training appropriate to their risk exposure.
- c) Board Oversight: The Audit Committee shall receive regular reports on AML/CFT compliance and emerging risks.

37.6 Integration with Existing Controls

- a) The Independent Auditor General shall include AML/CFT compliance in their audit cycle per Article XLIII.
- b) All findings of non-compliance shall be reported to the Ethics & Safeguarding Committee for investigation.
- c) The Foundation's AML/CFT framework shall be reviewed annually and updated in response to changing risks and regulations.

ARTICLE XXXVIII - CULTURAL COMPETENCE & LOCAL ADAPTATION

38.1 Principle of Cultural Respect and Contextualization The Foundation recognizes Africa's rich cultural diversity as a fundamental strength. All programs, operations, and partnerships shall be designed and implemented with deep cultural respect, contextual awareness, and active community participation. The Foundation shall operate as a humble partner rather than an external imposer of solutions.

38.2 Mandatory Cultural Competence Framework

- a) Cultural Training Requirements: All staff, volunteers, and Board members shall undergo comprehensive cultural competence training, including:
- i. Pre-deployment Training: Minimum 40 hours of intensive cultural, historical, and linguistic orientation for staff relocating to new cultural contexts
 - ii. Ongoing Development: Annual cultural refresher courses and advanced training for senior staff
 - iii. Local Mentor Program: Pairing external staff with local cultural mentors for at least the first six months of assignment
- b) Cultural Competence Standards: The Foundation shall develop and maintain cultural competence standards that include:
- i. Proficiency in local languages for key operational staff

- ii. Understanding of local power structures, decision-making processes, and conflict resolution mechanisms
- iii. Awareness of gender norms, family structures, and community dynamics
- iv. Knowledge of local history, traditions, and cultural sensitivities

38.3 Community Consultation and Free, Prior, and Informed Consent (FPIC)

a) Structured Consultation Protocol: All major programs shall follow a structured community consultation process:

- i. Phase 1 - Scoping: Initial meetings with comrades, community elders, leaders, and representatives to understand needs and context
- ii. Phase 2 - Co-design: Collaborative workshop sessions to design program approaches with community input
- iii. Phase 3 - Validation: Community review and validation of program designs before implementation
- iv. Phase 4 - Continuous Feedback: Ongoing community feedback mechanisms throughout implementation

b) FPIC for Major Initiatives: For projects involving land use, resource allocation, or significant community impact, the Foundation shall obtain Free, Prior, and Informed Consent through:

- i. Transparent disclosure of project impacts, benefits, and risks in local languages
- ii. Adequate time for community deliberation and decision-making
- iii. Documentation of consent through culturally appropriate means
- iv. Respect for community decisions, including the right to decline participation

38.4 Program Adaptation and Localization

a) Cultural Adaptation Mandate: All Foundation programs shall be adapted to local contexts through:

- i. Integration of local and modern architectural styles, building materials, and environmental considerations in construction projects
- ii. Adaptation of educational curricula to include local knowledge, languages, and learning traditions
- iii. Alignment of healthcare practices with culturally appropriate healing traditions where evidence-based
- iv. Modification of operational procedures to respect local customs, holidays, and community rhythms

b) Local Leadership Development: The Foundation shall prioritize developing local leadership through:

- i. Progressive localization of staff positions with clear timelines and capacity-building support
- ii. Preferential hiring of local staff for program management roles
- iii. Leadership development programs for high-potential local staff
- iv. Board and committee representation from local communities

38.5 Indigenous Knowledge Systems Integration

a) Respect for Traditional Knowledge: The Foundation shall respect, document, and where appropriate, integrate indigenous knowledge systems in:

- i. Agricultural Development: Traditional farming practices, seed preservation, and land management
- ii. Healthcare: Traditional healing practices that are safe and evidence-based
- iii. Education: Indigenous learning methods and knowledge transmission
- iv. Environmental Conservation: Traditional ecological knowledge and natural resource management

b) Knowledge Partnership Framework: The Foundation shall establish partnerships with:

- i. Traditional knowledge holders and elders
- ii. Local universities and research institutions studying indigenous knowledge
- iii. Community-based organizations preserving cultural heritage
- iv. Museums and cultural centers studying local traditions

38.6 Language Justice and Communication

a) Multilingual Operations: The Foundation shall ensure:

- i. All major communications are available in relevant local languages
- ii. Interpretation services for community meetings and consultations
- iii. Translation of essential documents, consent forms, and educational materials
- iv. Recruitment of multilingual staff reflective of operational contexts

b) Digital Inclusion: The Jowih COS and digital platforms shall incorporate:

- i. Local language interfaces for major African languages
- ii. Culturally appropriate design elements and user experiences
- iii. Accessibility for communities with varying digital literacy levels
- iv. Local content creation and curation mechanisms

38.7 Monitoring, Evaluation, and Accountability

a) Cultural Competence Indicators: The Monitoring and Evaluation Framework (Article XLII) shall include cultural competence indicators:

- i. Community satisfaction with cultural appropriateness of programs
- ii. Local staff representation in management positions
- iii. Successful integration of local knowledge systems
- iv. Resolution of cultural misunderstandings or conflicts

b) Community-Led Evaluation: The Foundation shall implement:

- i. Community review panels for program evaluation
- ii. Culturally appropriate feedback mechanisms (storytelling, community dialogues, etc.)
- iii. Regular cultural audit by independent local experts

- iv. Public reporting on cultural adaptation efforts and challenges
- c) Independent Auditor General Oversight: The IAG shall include cultural competence compliance in audit cycles, verifying:
 - i. Adherence to consultation protocols
 - ii. Implementation of localization plans
 - iii. Responsiveness to cultural feedback
 - iv. Integration of indigenous knowledge systems

38.8 Grievance and Conflict Resolution

- a) Culturally Appropriate Grievance Mechanisms: The Foundation shall establish:
 - i. Multiple channels for raising cultural concerns or conflicts
 - ii. Mediation processes that respect local conflict resolution traditions
 - iii. Clear escalation paths for unresolved cultural issues
 - iv. Protection for community members raising sensitive cultural concerns
- b) Cultural Incident Response: Protocols for addressing cultural misunderstandings or offenses, including:
 - i. Immediate acknowledgment and apology where appropriate
 - ii. Investigation by culturally competent staff
 - iii. Restorative justice approaches where suitable
 - iv. Systemic changes to prevent recurrence

38.9 Continuous Learning and Adaptation The Foundation shall maintain a living database of cultural learnings, best practices, and adaptation case studies. This knowledge shall be regularly updated, shared across the organization, and inform the development of new programs and expansion into new regions.

This article ensures that the Foundation's work remains grounded, respectful, and effective across Africa's diverse cultural landscapes while maintaining the highest standards of accountability and transparency.

ARTICLE XXXIX - TECHNOLOGY & DATA INTEGRITY

39.1 Foundational Principles

- (a) The Foundation and all its subsidiaries, affiliates, and technology ventures shall develop, deploy, and manage technology in a manner that upholds human dignity, privacy, and the public interest.
- (b) All technological activities shall comply with international standards for digital rights, ethical AI, cybersecurity, and environmental sustainability.
- (c) User data shall be treated as a sacred trust, protected through comprehensive technical and legal safeguards against all unauthorized access.

39.2 Legal Compliance Framework

- (a) The Foundation shall comply with all applicable data protection laws, including but not limited to:
 - (i) The African Union Convention on Cyber Security and Personal Data Protection (Malabo Convention);
 - (ii) The General Data Protection Regulation (GDPR) of the European Union;;
 - (iii) Relevant Mauritian Data Protection Act 2017 provisions;
- (b) Personal data shall be collected lawfully, fairly, and transparently, for explicit and legitimate purposes, and retained only for as long as necessary.
- (c) Users shall have rights of access, correction, portability, and deletion of their data, consistent with international best practices.

39.3 Multi-Jurisdictional Legal Protection

- (a) **Primary Legal Jurisdiction:** All data access requests shall be processed through Mauritian courts under the Data Protection Act 2017, requiring:
 - (i) Valid court orders from competent judicial authorities;
 - (ii) Compliance with international human rights standards;
 - (iii) Proportionality and necessity assessments.
- (b) **Cross-Border Legal Strategy:** The Foundation shall maintain legal counsel in operational jurisdictions to:
 - (i) Ensure proper evaluation of all legal requests;
 - (ii) Invoke applicable international legal instruments;
 - (iii) Seek appropriate legal remedies when necessary.
- (c) **Diplomatic Engagement:** Attempts to compel data access through extra-legal means shall trigger:
 - (i) Notification to Mauritian Ministry of Foreign Affairs;
 - (ii) Engagement with relevant international bodies;
 - (iii) Appropriate disclosure where legally permissible and safe for users.

39.4 Technical Security Architecture

The foundation and its subsidiaries shall follow the security architecture as in the ANNEX E.

39.5 Legal Response Protocols

The foundation shall always prioritize user safety and privacy lawfully and respond accordingly as in the ANNEX E.

39.6 Emergency Data Protection Protocols

The foundation shall initiate emergency protection protocols when needed as in the ANNEX E.

39.7 Corporate Governance Structure

- (a) **Centralized Data Control:** All user data legally owned and controlled by the Mauritius-based Jowih Holding Company under Jowih Foundation, with local operating companies contractually prohibited from:
 - (i) Storing user data outside approved architectures;
 - (ii) Granting external data access without Foundation approval;

- (iii) Implementing unauthorized surveillance capabilities.
- (b) **Board-Level Oversight:** Establishment of dedicated oversight with expertise in:
 - (i) Data protection law and compliance;
 - (ii) Information security and cryptography;
 - (iii) International legal standards.

39.8 Technology Ethics Council

- (a) a) The **Technology Ethics Council** is a part-time, ad-hoc advisory body of external experts. It is constituted under and reports its findings and certifications to the Ethics & Oversight Committee (Article IX.2) and the Board.
- (b) Its mandate includes providing strategic guidance and certifying ethical compliance of major technology initiatives, advising the Board and CEO on technology integrity matters.
- (c) The Council meets as needed, with members serving on a volunteer or modest stipend basis consistent with lean principles under Article IX.5.

39.9 User Rights and Empowerment

- (a) **Consent Framework:** Implementation of clear, accessible consent mechanisms ensuring users understand how information is collected, used, and shared.
- (b) **User Control:** Consent must be freely given, specific, informed, and revocable at any time, with no manipulative or deceptive design patterns.
- (c) **Privacy Tools:** Provision of user-friendly privacy controls, educational resources, and anonymous usage options where appropriate.

39.10 Data Usage Restrictions

- (a) **Prohibition of Exploitation:** Under no circumstance shall user data be sold, leased, or exploited for personal profit or political purposes.
- (b) **Research Governance:** Use of aggregated or anonymized data for analytics or research requires explicit oversight .
- (c) **Backdoor Prohibition:** No employee, contractor, or affiliate shall knowingly or unknowingly create, maintain, or provide unauthorized access mechanisms to any external party and this works in harmony with Conflict of Interest article. Any losses or damage caused by such behaviour shall fully be paid by the individual and the matter forwarded to the Qualified legal Jurisdiction.

39.11 Environmental and Social Governance

- (a) The Foundation commits to environmentally sustainable technology development, minimizing digital carbon footprint through efficient hosting, green energy use, and electronic waste recycling.
- (b) All subsidiaries shall align operations with recognized ESG reporting frameworks including UN Global Compact, ISO 26000, and GRI Standards.
- (c) The Foundation shall publish an Annual ESG & Tech Sustainability Report alongside financial statements.

39.12 Innovation for Public Benefit

- (a) The Foundation encourages open innovation, open-source collaboration, and digital inclusion initiatives empowering marginalized communities.
- (b) Technology and intellectual property developed under the Foundation may be shared or licensed non-exclusively for humanitarian or educational purposes consistent with the Mission.
- (c) The Foundation shall prioritize technological tools advancing social impact, education, and equitable access.

39.13 Integration with Constitutional Safeguards

This Article operates in conjunction with:

- (a) Article L (Distributed Infrastructure);
- (b) Article XXXII (Legal Compliance & International Instruments);
- (c) Article XXXVI (Whistleblower Protection);
- (d) Article XV (Data Protection & Privacy);
- (e) Article XXVI (Anti-Diversion of Foundation Assets).
- (f) Conflict of Interest

39.14 Core Article Status

This Article is designated as a Tier 2 Core Article under Article XIX.3, requiring the extremely high amendment threshold to ensure perpetual protection of user data and ethical technology governance.

ARTICLE XL - MEETINGS AND PROCEDURES

40.1 Annual General Meeting (AGM) The Foundation shall hold an Annual General Meeting (AGM) not later than six (6) months after the end of each financial year. The AGM shall be convened by the Foundation Board and held at a time, place, or virtual platform determined by the Board. The agenda shall in be as in the ANNEX G

ARTICLE XLI - INVESTMENT MANAGEMENT

41.1 Investment Policy The Foundation shall adopt a Mission-Aligned Investment Policy to guide the prudent and impactful management of reserves and surplus funds as in ANNEX H. Investments must be ethical, diversified, and aligned with the Mission . The policy shall prioritize a balanced approach: capital preservation for core stability, sustainable income generation, and targeted social impact to advance Pillars 2-4 (e.g., investments in African tech startups, renewable energy, or innovation funds with measured risk). Low-risk strategies shall form the foundation, but up to 20% of the portfolio may pursue higher-impact opportunities with rigorous due diligence.

41.2 Oversight The Oversight Panel and IAG shall oversee investments, review performance quarterly, and report to the Steward President and foundation CEO. An Investment Subcommittee shall be formed, including external experts in impact investing and African innovation, to evaluate opportunities aligned with Pillars 2-4. All investments shall be vested in Trustees appointed by the

Board for terms of three (3) years, renewable. Trustees shall pay income through the Treasurer and report expenditures for Board authorization, with emphasis on metrics for both financial returns and mission impact.

41.4 Application of Funds All investment returns shall be applied solely to the Foundation's objects (Article II), with priority allocation to high-leverage initiatives in Pillars 2-4. The Treasurer shall maintain records of investments, with annual audits included in financial statements (Article XXXV).

41.5 Review The Investment Policy shall be reviewed annually by the Board, incorporating feedback from the Investment Subcommittee, to ensure compliance with applicable laws, ethical standards, and evolving opportunities for mission advancement. Adjustments may include expanding impact allocations based on performance data.

ARTICLE XLII - MONITORING, EVALUATION, AND IMPACT ASSESSMENT

42.1 Framework The Foundation shall establish a Monitoring and Evaluation (M&E) Framework to assess the effectiveness and impact of its programs not limited to Governance OS, including the Mega Orphanage Project, Mega STEM University education, and community development initiatives. The framework shall include key performance indicators (KPIs), baseline data, and regular assessments aligned with international standards (e.g., UNICEF guidelines per Article XIV).

42.2 Responsibilities The CEO and Executive Team (Article X) shall implement M&E activities. Independent evaluations shall be conducted annually or for major projects by external experts.

42.3 Reporting Results shall be integrated into the Annual Impact Report (Article XXXV), including quantitative metrics (e.g., number of beneficiaries served, outcomes achieved) and qualitative feedback from communities (Article XXIII). Findings shall inform budget allocations (Article V) and strategic plans.

42.4 Continuous Improvement The Board shall review M&E reports quarterly and use them to prevent mission drift. Beneficiary participation in evaluations shall be encouraged to ensure culturally appropriate and responsive programs.

ARTICLE XLIII - AUDIT SUPREMACY & THE INDEPENDENT AUDITOR GENERAL

43.1 Dual Audit Mandate

To ensure absolute financial, operational, governance, and constitutional integrity, the Foundation shall be subject to a permanent dual-layer audit and oversight system consisting of:

- a) The Independent Auditor General (IAG): the supreme internal audit and oversight authority of the Foundation.
- b) The External Audit Firm: a licensed professional audit firm appointed annually in accordance with Article 35.3.

Both layers operate independently and neither replaces the authority of the other.

43.2 Role, Status, and Appointment of the Independent Auditor General (IAG)

a) The IAG is the Foundation’s highest internal audit and oversight authority, mandated to monitor legality, integrity, transparency, constitutional compliance, and operational soundness across the Foundation, its trusts, subsidiaries, controlled entities, and associated operating companies.

b) The IAG reports directly and simultaneously to:

- The Public
- The Steward President

c) The first IAG shall solely be appointed by the founder. Subsequent IAGs shall be appointed by unanimous vote of both the Purpose Trust and the Family Trust following the recruitment and vetting process conducted under sealed procedures defined in confidential Private Constitution ANNEX B.

d) The detailed selection mechanics, vetting methodology, scoring systems, identity protection protocols, and security screening standards shall be contained exclusively in confidential ANNEX B and shall not be public.

e) The IAG serves a single, non-renewable term of fifteen (15) years.

f) No acting, interim, or rotating appointment may exceed twelve (12) months.

43.3 Strategic Early-Stage Identity Redaction of the First IAG

a) To protect early institutional formation and prevent any audit compromise, the identity,location and personally identifying details of the **first appointed IAG** shall be formally redacted from the public record for a minimum of seven (7) years and not more than ten (10) years.

b) During this redaction period:

- The IAG shall operate with full legal authority with the sub offices executives.
- All audit powers remain fully active and within the law.
- All reports remain public.
- Only identity and sensitive personal markers are withheld.

c) The purpose of redaction is to allow the first IAG to:

- To ensure independence from operational and external influence
- Develop institutional safeguards
- Identify systemic risks and conflict vectors
- Design anti-capture and anti-compromise mechanisms
- Establish damage-limitation protocols in case of internal breach
- Create the permanent blueprint for future IAG offices

d) At the end of the redaction window, an independent risk and performance review shall determine whether:

- Identity becomes public, or
- Redaction continues under justified security grounds.

f) Selection method remains permanently redacted in confidential ANNEX B regardless of identity disclosure outcome.

43.4 Independence Safeguards & Guaranteed Funding

a) The IAG Office shall operate under ring-fenced funding protection.

Phase One Funding - Establishment Phase:

The greater of:

- 2.0% of actual annual Foundation expenditure, or

USD \$2 million minimum floor.

Mature Phase Funding - Acceleration Phase:

The greater of:

- 2.0% of three-year average expenditure, or
- USD \$5 million minimum floor.

- b) Supplemental funding may be approved by two-thirds Combined Board vote for extraordinary investigations.
- c) Budget may not be reduced in retaliation for investigations and any such attempt shall constitute mission threatening action.
- d) Budget is disbursed quarterly in advance.
- e) The IAG controls hiring, firing, and staffing decisions independently.

43.5 Operational Authority & Governance OS Control-IAG level

- a) The IAG has unrestricted access to all IAG-level systems and audit within foundation,purpose trust and its subsidiaries.
- b) The IAG has full authority to deploy and operate the Foundation Governance OS **audit layer**, including:
 - Cryptographic verification
 - Immutable record review
 - Cross-entity tracing
 - AI audit analytics
 - Automated anomaly detection
- c) No system may be designed to exclude IAG audit legal visibility.

43.6 Sub-Offices of the IAG

To reduce bureaucracy while ensuring reach, the IAG shall maintain specialized **Sub-Offices each limited to ten FTEs**:

- Inspector General Sub-Office
- Anti-Corruption Sub-Office
- Transparency Enforcement Sub-Office
- Governance Audit Sub-Office
- System Integrity & Security Sub-Office
- Cross-Entity Oversight Sub-Office

- a) These Sub-Offices may act as field units and operational extensions of the IAG.
- b) They may:
 - Conduct on-site inspections
 - Enter offices and subsidiaries
 - Verify operations physically
 - Interact with Pan Ambassadors
 - Coordinate with Steward Offices in conflict cases
- c) All Sub-Offices report exclusively to the IAG through secured channels.
- d) Operational staff identities are recorded in Annex B where required.

43.7 Removal Protection and Mission Protection

- a) The IAG may not be removed by Board vote alone.
- b) Removal before term expiry requires:
 - Verified misconduct finding, AND
 - Binding public referendum approval as detailed in confidential ANNEX I.
- c) Budgetary pressure, political conflict, or investigation discomfort are not valid removal grounds.

In any case of investigation involving verified mission threatening action from the IAG, it shall always be treated under Mission Threatening Action.

43.8 Powers of Investigation

The IAG may:

- Initiate investigations suo motu
- Freeze suspicious transactions temporarily
- Issue audit directives
- Demand sworn testimony
- Require system access
- Trigger emergency compliance reviews

Obstruction constitutes constitutional violation.

43.9 Publication Requirements

- a) IAG reports must be published within **48 hours** of finalization.
- b) No office may redact, delay, or modify findings.
- c) Reports are released simultaneously to:
 - Public through Public Dashboard
 - Steward Office

43.10 Mandatory IAG Audit Cycle

The IAG shall conduct and publish:

- a) Real-time transaction audits
- b) Annual performance audits
- c) Triennial systems audits
- d) Special investigations
- e) Constitutional compliance audits
- f) AI system audits by independent third-party specialists covering security, bias, explainability, and integrity

43.11 Relationship with External Audit Firm

- a) External auditors may rely on IAG work where professionally acceptable.
- b) IAG must provide full cooperation and access.
- c) Audit Committee mediates disputes.
- d) No external firm may serve more than five consecutive years.

43.12 Operational Continuity Guarantee

- a) Quarterly advance funding required.
- b) IAG may draw from Mission Fund with Oversight Panel approval if funding is obstructed.
- c) A contingency reserve equal to 10% of annual IAG budget must be maintained for emergency investigations.

43.13 Incorporation of Private Annex B

The provisions of confidential ANNEX B (IAG Selection, Vetting, Identity Redaction, and Security Protocols) are incorporated by reference and have binding legal effect on the Foundation, both Trusts, the Oversight Panel, and all IAG candidates and appointees. Any dispute regarding the interpretation or application of ANNEX B shall be resolved in accordance with Article XVIII (Dispute Resolution).

43.14 Core Article Status

This article is designated as a tier 1 core article in this constitution

Article XLIV: The Public Referendum Process

44.1 Purpose and Scope A binding Public Referendum is the ultimate mechanism for the Foundation's stakeholders (Members and verified citizens in the Governance OS database through the Development Assemblies) to exercise sovereignty over Core Articles and major strategic decisions, as required by Article XIX (Amendment Procedure) ,Article XXI (Dissolution), Removal of the Life Visionary & Steward President, The Independent Auditor General and in extreme cases of unresolved actions after a public petition directing Family Trust to invoke Golden Vote and it failed to issue a statement with supported documents in 30 days of the petition with no extension.

44.2 Triggering a Referendum

A referendum can be triggered by:

- Automatic Trigger: Any proposed amendment to a Core Article or dissolution of the Foundation (per Articles XIX & XXI).
- Board Initiative: A resolution by a two-thirds (2/3) majority of the Board.
- Member Initiative: A petition signed by 10% of the total verified Membership on the Governance OS database.

The ad hoc Referendum Commission maintains and certifies the final voter roll through the Governance OS database, which is published 60 days before the vote for public scrutiny and challenge.

44.3 Conduct of the Referendum

- a) Voting Period: The voting window shall be no less than 14 days.
- b) Platform & Accessibility: Voting will be conducted primarily through the secure Governance OS, with provisions for alternative accessible methods for the people in database but live in rural ares with no gadgets.
- c) Information Transparency: The Commission shall publish a neutral "Referendum Information Pack" explaining the proposal, arguments for and against, and its implications.

44.4 Result and Validity

For Core Article amendments under Article XIX:

- Quorum Required: At least 70% of the eligible electorate must vote.
- Approval Threshold: 75% for Tier 1 Core Articles, 66.7% for Tier 2 Core Articles of the votes cast.
- The result is binding and immediately effective upon certification by the Referendum Commission, subject only to the time-lock provisions in Article XIX and completion of all other required steps.

For dissolution under Article XXI:

- Quorum Required: For the specific purpose of dissolution under Article XXI, at least 90% of the eligible electorate must vote..
- Approval Threshold: 90% of the votes cast.
- The result is binding and immediately effective upon certification by the Referendum Commission, subject to completion of all other required steps in Article XXI.

For Steward Presidents and IAG removal:

- Quorum Required : For the specific purpose of removal of subsequent steward president or IAG for violations of this constitution , at least 60% of eligible electorate must vote.
- Approval Threshold: 75% of the votes cast

For other referendums:

- Quorum Required: At least 40% of the eligible electorate must vote.
- Approval Threshold: As defined in the triggering resolution.

The result is binding and immediately effective upon certification by the Referendum Commission.

44.5 Integrity and Security

The voting system shall use cryptographic techniques or hashed to ensure vote integrity, secrecy, and prevent double-voting. The source code for the voting mechanism shall be open for expert review before each referendum. The entire process is subject to an independent security audit approved by the ad hoc Referendum Commission.

44.8 Removal Referendum Specifics

For referendums concerning removal of the Subsequent Steward President or the Independent Auditor General under Article XLIV.2 and Article XLIII.7:

- Quorum Required: At least 60% of the eligible electorate must vote.
- Approval Threshold: 75% of the votes cast.
- The Referendum Commission shall publish specific findings of alleged misconduct at least 30 days prior to the vote.
- The detailed procedures for such removal referendums are contained in confidential ANNEX I.

44.9 Core Article Status

This article is designated as tier 1 core article and must be protected ,No ammendments shall seek to redact the process set in this article or removal public participation on the referendum or Golden Vote.

Article XLV: Strategic Acquisitions & Commercial Enterprise Alignment

45.1 Authority to Acquire Mission-Aligned Enterprises

- The Foundation may acquire existing commercial enterprises through purchase, merger, or other lawful means, provided such acquisitions demonstrably advance the Foundation's Mission as defined in Article II.
- All acquisitions must undergo rigorous pre-acquisition review to ensure mission alignment and financial sustainability.

45.2 Acquisition Approval Thresholds

- Minor Acquisitions (under 5% of Foundation's net assets): Steward President and IAG
- Major Acquisitions (5-20% of net assets): Steward President, IAG and Golden Vote
- Transformative Acquisitions (over 20% of net assets): Unanimous approval of both Purpose and Family Trust.

45.3 Mandatory Post-Acquisition Restructuring Any acquired company must be restructured within 90 days to adopt the Foundation's ownership model:

- Voting Control: Transferred to Jowih Holding Company
- Economic Rights: 100% to Jowih Holding Company
- Governance: Board seats and CEO controlled by Jowih Holding Company boards
- Constitutional Alignment: Articles of Association amended to reflect Mission alignment

45.4 Prohibited Acquisitions The Foundation shall NOT acquire companies that:

- Engage in activities contrary to Core Mission values (e.g., tobacco, predatory lending)
- Have significant environmental, social, or governance violations
- Would create irreconcilable conflicts of interest
- Threaten the Foundation's nonprofit tax status

45.5 Due Diligence Requirements Every acquisition must include:

- Legal Due Diligence: Confirmation of clean title, no undisclosed liabilities
- Financial Due Diligence: Independent valuation and sustainability assessment
- Mission Due Diligence: Alignment analysis with Foundation's objects
- Tax Due Diligence: Impact on Foundation's nonprofit status

45.6 Funding Restrictions Acquisitions may ONLY be funded from:

- Designated acquisition reserves (separately maintained)
- Mission Investment funds (Article XXXIII)
- Specific donor-restricted funds for enterprise development
- PROHIBITED: Using unrestricted donor funds, endowment principal, or mission program funds

45.7 Post-Acquisition Integration

- 90-Day Alignment Period: Acquired companies must adopt Foundation's governance within 3 months
- Performance Monitoring: Regular reporting on both financial and mission metrics
- Exit Strategy: Clear divestment plan for underperforming or non-aligned acquisitions

45.8 Transparency & Disclosure

- All acquisition attempts (successful or not) must be disclosed to Members and public
- Post-acquisition performance reported in Annual Impact Report
- Acquisition terms and valuations published on Public Dashboard

45.9 Oversight & Accountability

- Acquisition Review Panel: Special ad-hoc committee with independent experts to evaluate proposed acquisitions
- Judicial Review: Major acquisitions subject to court approval in registration jurisdiction
- Member Recall: Members may force divestment of any acquisition via 75% referendum vote

Article XLVI - Emergency Response & Continuity of Operations

The foundation under ANNEX J shall:

46.1 Principle of Operational Resilience The Foundation recognizes its moral obligation to maintain operations and protect beneficiaries, staff, and assets during emergencies. The Foundation shall maintain robust systems to ensure operational continuity while preserving mission integrity across all circumstances.

46.2 Scope and Definition of Emergencies

a) Emergency Categories: The Foundation shall prepare for and respond to:

- i. Natural Disasters: Earthquakes, floods, droughts, pandemics, and other environmental crises
- ii. Civil Unrest & Security Crises: Regional instability, armed conflict, or widespread civil disruption affecting operations
- iii. Operational Crises: Critical infrastructure failure, cyber attacks, major security breaches, or supply chain collapse
- iv. Reputational Emergencies: Major scandals, false allegations, or coordinated attacks threatening operations

46.3 Multi-Jurisdictional Operational Safeguards

a) Structural Resilience:

- i. The Jowih Purpose Trust (Article XXIX) shall be established in a stable jurisdiction to ensure perpetual mission alignment
- ii. Foundation assets shall be legally structured across multiple jurisdictions where feasible to enhance operational resilience
- iii. Critical functions shall be geographically distributed to prevent single points of failure

b) Legal Preparedness:

- i. The Foundation shall maintain standby legal counsel in every jurisdiction of operation
- ii. Pre-drafted legal motions shall be maintained to address urgent operational challenges
- iii. The Foundation shall comply with international operational standards for humanitarian organizations

c) International Cooperation:

- i. The Foundation shall cultivate relationships with international humanitarian and development organizations
- ii. In emergencies, the Foundation may coordinate with recognized humanitarian bodies for operational support
- iii. All cooperative activities shall maintain the Foundation's operational independence and mission focus

46.4 Emergency Governance Structure

a) Emergency Council Composition: During a Level 3 (Existential) emergency, the Council shall include:

- i. The Steward President
- ii. The Foundation CEO
- iii. The Independent Auditor General
- iv. The Board Chair
- v. Relevant regional director(s) based on emergency scope

b) Emergency Powers and Limits: The Emergency Council may:

- i. Reallocate budgets and resources without standard approval processes to address immediate needs
 - ii. Temporarily relocate operations to ensure continuity of critical services
 - iii. Implement emergency procurement and contracting for essential operations
- Limitations: Cannot amend Core Articles, violate Asset Lock, or make permanent structural changes

46.5 Business Continuity Planning

a) Critical Function Relocation: The Foundation shall maintain the capability to relocate operations if required by emergency circumstances, including:

- i. Pre-identified alternative operational locations
- ii. Remote working capabilities for essential functions
- iii. Secure storage and transfer of essential documents and resources

b) Data Protection and Continuity:

- i. All critical data shall be continuously backed up to secure, geographically distributed locations
- ii. Robust cybersecurity protocols shall protect against data loss during transitions
- iii. Secure access systems shall ensure authorized personnel can maintain operations remotely

46.6 Crisis Communication Procedures

a) Unified Communication Response: A dedicated team shall manage communications during emergencies to:

- i. Provide clear, accurate information to beneficiaries, staff, and stakeholders
- ii. Maintain transparency about operational status and service continuity
- iii. Coordinate with relevant authorities and partner organizations as needed

b) Prepared Communication Protocols: Pre-approved communication templates shall be maintained for various emergency scenarios, ensuring consistent, accurate messaging while allowing for situation-specific adaptations.

46.7 Emergency Declaration Authority

a) Emergency Levels:

- i. Level 1 (Minor): Seward President or CEO may declare within 24 hours
- ii. Level 2 (Major): Combined Trusts Board may declare with majority Board confirmation within 48 hours
- iii. Level 3 (Existential): Requires Emergency Council consensus with 80% Combined Trusts Board ratification

b) Duration and Oversight: Emergency powers expire after 90 days without Board reauthorization. All emergency actions subject to post-crisis audit by the Independent Auditor General.

46.8 Integration with Mission Operations

- a) Beneficiary Protection Priority: All emergency plans shall prioritize:
 - i. Continuity of essential services to beneficiaries
 - ii. Safety and wellbeing of beneficiaries and staff
 - iii. Protection of critical mission assets and infrastructure
- b) Mission-Aligned Response: Emergency measures shall be designed to:
 - i. Minimize disruption to core mission activities
 - ii. Preserve the Foundation's ability to serve its beneficiaries
 - iii. Maintain compliance with all constitutional obligations

46.8 - Data Sovereignty Emergency

- a) **Level 3 Emergency** declared when any government attempts unlawful data access, infrastructure seizure, or forced backdoor installation.
- b) Emergency Council empowered to immediately:
 - Migrate critical systems to alternative jurisdictions
 - Act cryptographic kill switches
 - Initiate international legal actions
- Publicly disclose coercion attempts

Article XLVII - Political Neutrality & Advocacy Limits

The foundation as mandated in this article and ANNEX K shall follow the following:

47.1 Principle of Strict Non-Partisanship and Developmental Focus Distinction between Foundation governance structure and operating companies staff

Part A: The Foundation governance structure shall maintain absolute non-partisanship, non-sectarianism, and independence from any political party, government entity, or ideological movement. Its sole allegiance is to the Mission as defined in Article II and the beneficiaries it serves. The Foundation explicitly disavows any intent or activity to pursue state power, form political entities, or function as a parallel authority. No Foundation resources—including its brand, Development Communities, official forums, Assemblies, or funds—shall be utilized to promote or engage in partisan political interests. While the Foundation upholds this neutrality in all its official activities, **Users** of the Jowih COS shall **retain** freedom of expression for personal discussions legally as required by relevant laws, subject to platform guidelines and applicable laws (as detailed in Article 47.7). This commitment ensures the Foundation's enduring focus on developmental impact, free from political entanglement.

Part B: Within the Operating companies politics that align with market structure are allowed as long as they are in harmony with this constitution and maintains the good image of the foundation.

47.2 Definitions and Prohibited Activities within the Foundation governance structure

- a) Political Activity Definition: For the purposes of this Article, "Political Activity" includes:
 - i. Endorsing, supporting, or opposing any candidate for public office.
 - ii. Contributing to political campaigns, parties, or political action committees.
 - iii. Organizing or participating in partisan political rallies or events.
 - iv. Distributing statements for or against political candidates.
 - v. Engaging in voter identification or get-out-the-vote efforts for partisan purposes.
 - vi. Endorsing or opposing any political party or candidate.
 - vii. Making statements or engaging in activities that could be construed as seeking to undermine or replace the lawful government of any country.
 - viii. Using the Community Participation Framework, official forums, Citizen Assemblies, or any Foundation-controlled digital spaces for political mobilization, advocacy, or decision-making.
 - ix. Any Foundation employee from the Steward President, Executives, boards, committees and any other within foundation governance structure attending a meeting, gathering or any form of political influence. Any involvement shall trigger automatic suspension from the office and the two Trusts take over the issue.
- b) Absolute Prohibitions: The Foundation shall not:
 - i. Endorse any political candidate or party at any level of government.
 - ii. Make financial contributions to political campaigns or parties.
 - iii. Allow Foundation facilities, assets, official forums, or communication channels to be used for partisan purposes or to host, moderate, or promote political discussions or content.
 - iv. Coordinate activities with political campaigns or parties.
 - v. Base hiring, funding, or program decisions on political affiliations.
 - vi. Permit official Foundation representatives, including staff or Board members acting in their capacity, to initiate, fac

47.3 Permissible Policy Advocacy and Limits

- a) Mission-Aligned Advocacy: The Foundation may engage in limited policy advocacy only when it:
 - i. Directly advances the Foundation's core Mission as stated in Article II.
 - ii. Is grounded in empirical evidence and the Foundation's programmatic expertise.
 - iii. Preserves the Foundation's non-partisan integrity.
 - iv. Avoids any support for or opposition to specific candidates, parties, or ideological agendas.
- b) Permissible Advocacy Activities Include:

- i. Educating policymakers on non-partisan issues related to orphans, education, and community development.
- ii. Providing technical expertise on child welfare, education, or sustainable development.
- iii. Participating in non-partisan coalitions addressing mission-related issues.
- iv. Publishing research and analysis on issues within the Foundation's expertise.
- v. Encouraging beneficiary and community participation in democratic processes in a strictly non-partisan manner, without endorsement of any political entities.

47.4 Lobbying Expenditure Limits and Transparency

- a) Expenditure Caps: Direct and indirect lobbying expenditures shall not exceed:
 - i. 5% of the Foundation's total annual operational budget for direct lobbying activities.
 - ii. 10% of the operational budget for broader advocacy and public education efforts.
 - iii. Any single advocacy campaign exceeding 1% of annual budget requires supermajority (2/3) Board approval.
- b) Transparency Requirements: All advocacy activities shall be documented and disclosed:
 - i. Quarterly reports to the Board on advocacy expenditures and activities.
 - ii. Public disclosure of lobbying expenditures in the Annual Impact Report.
 - iii. Registration as a lobbyist where required by law.
 - iv. Clear separation of advocacy costs from program expenses in financial reporting.

47.5 Operating Companies Staff and Resource Political Activity Restrictions

- a) Personal Political Activity:
 - i. Operating companies staff may engage in personal political activities solely outside work hours and without using Foundation resources.
 - ii. Staff must clearly delineate personal political views from their Foundation role, including through disclaimers in public statements.
 - iii. Senior staff and Board members shall refrain from high-profile political engagements that could imply Foundation affiliation or partisanship.
 - iv. No staff member shall leverage their operating company position to advance personal political interests.
- b) Resource Protection: Foundation resources shall never be used for:
 - i. Personal political activities of staff, Board members, or volunteers.
 - ii. Partisan voter registration or electioneering.
 - iii. Political fundraising or campaign organizing.
 - iv. Development of partisan political materials.

47.6 Partnership and Funding Restrictions

- a) Partnership Screening: The Foundation shall conduct due diligence to ensure:
 - i. Partner organizations uphold non-partisan status in accordance with this Constitution.
 - ii. Joint advocacy activities comply with these political neutrality requirements.
 - iii. No partnership creates a perception of political alignment or endorsement.
- b) Funding Restrictions: The Foundation shall not accept:
 - i. Funds with conditions requiring political activities violating this Article.
 - ii. Contributions from political parties or campaign committees.
 - iii. Grants mandating partisan advocacy or electioneering.

47.7 Digital Platforms and User Freedom of Expression

- a) **Distinction Between Foundation and User Content:** While the Foundation maintains strict neutrality, users of the Jowih COS and related platforms shall enjoy freedom of expression in user-generated content, including discussions on political topics, provided such content complies with applicable laws, platform terms of service, and community guidelines prohibiting illegal activities.
- b) Foundation Non-Engagement: Official Foundation forums, Development Assemblies, and moderated spaces shall not host, promote, or facilitate political discussions or advocacy. The Foundation shall not endorse, amplify, or moderate user political content in a manner that implies institutional support.
- c) Content Moderation Framework: The Foundation shall implement neutral, law-compliant moderation policies that protect free expression while ensuring platform safety. Any moderation shall be transparent, appealable, and free from partisan bias, with annual audits by the IAG to verify compliance.
- d) Safeguards Against Misattribution: The Foundation shall include clear disclaimers in all platforms stating that user-generated content does not reflect the views or endorsements of the Foundation, preserving its non-partisan status.

47.8 Oversight and Enforcement

- a) Independent Auditor General Review: The IAG shall:
 - i. Conduct quarterly reviews of expenditures for compliance with lobbying limits.
 - ii. Audit advocacy activities and digital platforms for adherence to non-partisan requirements.
 - iii. Investigate allegations of political activity violations, including in user platforms.
 - iv. Report findings to the Audit Committee and Ethics & Safeguarding Committee.
- b) Ethics Committee Jurisdiction: The Ethics & Safeguarding Committee shall:
 - i. Investigate potential violations of political neutrality.
 - ii. Provide guidance on borderline advocacy activities and platform moderation.
 - iii. Recommend disciplinary action for violations.

- iv. Maintain a public log of advocacy activities, expenditures, and moderation decisions.
- c) Violation Consequences: Breaches of this Article constitute:
 - i. Gross misconduct for staff, leading to immediate dismissal.
 - ii. Breach of fiduciary duty for Board members, leading to removal proceedings.
 - iii. Contract termination for partners knowingly violating these terms.
 - iv. Potential reporting to regulatory authorities where required by law.
 - v. Immediate suspension of the IAG or subsequent Steward President if they violate non partisan law and thorough review done by the Two Trusts withing 48 hours there after dissmisal or resumption procedure begins based of findings.

47.9 Crisis Response and Perception Management

a) Rapid Response Protocol: In case of perceived political alignment:

- i. Immediate public reaffirmation of non-partisan principles.
- ii. Transparent investigation of the circumstances.
- iii. Corrective action and public reporting of findings.
- iv. Staff training and protocol updates to prevent recurrence.

b) Media and Public Communication: All public statements shall:

- i. Emphasize the Foundation's strict non-partisan status.
- ii. Focus on mission-related outcomes rather than political processes.
- iii. Avoid commentary on political personalities or party politics.
- iv. Maintain consistency across all communication channels.

47.10 Integration with Other Constitutional Provisions

This Article works in harmony with:

- Article II (Mission Focus) to prevent scope creep into political activities.
- Article XXVI (Fiduciary Duties) to ensure proper use of resources.
- Article XXXV (Transparency) for public accountability of advocacy activities.
- Article XXXVI (Whistleblower Protection) for reporting violations.

This Article ensures the Foundation upholds its development purpose, safeguards its tax-exempt status across jurisdictions, and preserves its capacity to serve beneficiaries irrespective of political shifts or partisan conflicts.

Article XLVIII - Mission-Lock and Perpetual Alignment

48.1 Mission-Lock Principle

No decision, investment, acquisition, or operational action by the Trusts, the Foundation, The Holding Company, its subsidiaries, or affiliated entities shall alter, dilute, or deviate from the mission, which is to promote ethical commerce, community empowerment, and technological sovereignty across Africa, as articulated in the Preamble and Article II (Objects/Purpose). This mission-lock is irrevocable and perpetual, ensuring all activities accelerate pan-African development through sustained innovation, inclusivity, and ethical stewardship, with unbreakable fidelity to the Foundation's role as a catalyst for continental transformation. Any attempt to circumvent this principle shall be deemed a fundamental breach, voiding the action and invoking full enforcement measures including Mission threatening Action under this constitution.

48.2 Enforcement Mechanisms

a) Any proposed action that risks mission drift shall require both:

- i. Unanimous approval of the two Trusts.
- ii. Public disclosure and a 90-day comment period on the Public Dashboard (Article XXXV), followed by a binding public referendum of registered public members to confirm alignment with the mission. This shall follow referendum process as the one set for amending tier one core articles.

b) The Independent Auditor General (Article XLIII) shall conduct a mandatory pre-approval review of all such actions for mission compliance, with findings reported publicly and subject to immediate veto if deviations are identified.

c) Any action deemed to violate this mission-lock shall be void ab initio, triggering automatic forensic audit, restitution, and enforcement under Article XXVI (Anti-Diversion of Foundation Assets), including potential dissolution of involved entities and lifetime bans for responsible parties.

48.3 Integration with Core Articles

This Article is designated as a Tier 1 Core Article under Article XIX.3 and may only be amended through the processes therein, requiring unanimous Board approval, set affirmative vote in a public referendum, and independent judicial review to confirm no dilution of the Foundation's accelerator mandate. Amendments must demonstrate enhanced mission protection and shall not take effect without certification by the Independent Auditor General.

48.4 Golden Vote Mechanism

a) The Founder's Family Trust shall hold a perpetual "Golden Vote" as an ultimate, enduring safeguard, exercisable solely in extreme cases of verified mission drift, gross misconduct, or existential threats to the Foundation's integrity (e.g., attempts to amend Core Articles without due process or persistent violations of the Asset Lock). This Golden Vote shall remain in force indefinitely to protect the mission forever.

b) Activation requires:

- i. Written notification from the Family Trust to the Board, detailing evidence of the threat
- ii. A 30-day resolution period for the Board to address the issue, with full transparency via the Public Dashboard.

iii. If unresolved, the Golden Vote shall veto the action, suspend implicated parties, or mandate corrective measures, overriding board decision

c) The Golden Vote is non-delegable and shall be transferred solely through a Family Trust succession plan (e.g., to designated heirs or trusted successors), ensuring its perpetual availability. **It shall not be used for operational interference, personal gain, or political purposes (per Article XLVII). Any misuse triggers automatic revocation and sanctions under Article XXII, but the mechanism itself endures via the succession framework.**

48.5 - Arbiter of Mission-Threatening Actions

- a) The **Oversight Panel**, as established under Article XIX, is designated as the final arbiter for any dispute regarding the interpretation or application of the term "Mission-Threatening Action" within this Constitution.
- b) Any party-including the Board of Governors, the Jowih Purpose Trust, the Founder Family Trust, or the Life Visionary-may petition the Oversight Panel for a binding ruling on whether a specific decision, action, or omission constitutes a Mission-Threatening Action.
- c) The Oversight Panel must issue a written, publicly-reasoned ruling within **thirty (30) days** of receiving a petition. This ruling is final and binding on all parties and entities subject to this Constitution.
- d) The Oversight Panel shall maintain and periodically publish a non-binding "Guidance Note" on the principles it uses to interpret Mission-Threatening Actions, to provide clarity and prevent disputes.

48.6 Holding Company as Mission Conduit

Jowih Holdings Limited shall serve as the primary governance conduit for mission enforcement across all Operating Subsidiaries. Its Constitution must incorporate the following as fundamental, unamendable clauses:

- a) Mission Reference: Direct reference to this Foundation Constitution as supreme governing document;
- b) Protection Principles: Incorporation of Mission Protection Principles from Article II;
- c) Golden Vote: Procedure for Golden Vote invocation from Article XXX.4;
- d) Dividend Flow: Requirements from Article XXVIII.5;
- e) Asset Lock: Application of Article XXV to all subsidiaries;
- f) Reporting: Requirements for annual mission alignment reporting to Foundation Board;
- g) Amendment Restriction: Prohibition against amending these fundamental clauses without Foundation Board unanimous approval and Oversight Panel review.

48.7 Holding Company Board Mission Oath

All Jowih Holdings Limited Board members must swear a Mission Oath before assuming office:

"I solemnly swear to uphold the mission of the Jowih Foundation as defined in its Constitution, to prioritize mission protection over all other considerations, to faithfully execute my duties as a guardian of the Foundation's values, and to never use my position for personal gain or mission deviation."

48.8 Escalation Protocol for Mission Deviation

Any suspected mission deviation in Jowih Holdings Limited or subsidiaries shall follow:

- a) Level 1: Internal reporting to subsidiary Mission Compliance Officer;
- b) Level 2: Escalation to Holding Company Board Mission Committee;
- c) Level 3: Review by Jowih Purpose Trust Trustees and Family Trust;
- d) Level 4: Arbitration by Oversight Panel with binding authority;

48.8 Core Article Status

This Article is designated as a Tier 1 Core Article under Article XIX.3 and may be amended only through the procedures therein.

Article XLIX - Community-Driven Automation & Decentralized Governance

49.1 Principle of Community-Centered Efficiency

To ensure scalability, resilience, and maximal resource allocation to mission impact, the Foundation shall prioritize community volunteer mobilization where needed , algorithmic automation through Governance OS, and decentralized governance. This approach minimizes administrative overhead while empowering communities to actively participate in building their own future, fostering local ownership and pride in development outcomes.

49.2 Community Workforce Integration under CDEs

After the foundation issues country disbursement to CDEs:

- a) The Foundation shall actively mobilize and coordinate voluntary community workforce, local experts, and skilled volunteers for appropriate projects, maximizing cost efficiency while building community capacity and ownership.
- b) Volunteer deployment shall follow structured protocols ensuring:

- (i) Proper skills matching and safety standards;
 - (ii) Clear scope definition and timeline management;
 - (iii) Recognition and capacity building for participants;
 - (iv) Integration with paid professional oversight where required for complex tasks.
- c) Cost savings achieved through community volunteer contributions shall be systematically redirected to expand project scope, accelerate additional initiatives, or enhance program quality, ensuring every saved resource amplifies overall impact.

49.3 Automation Standards

- a) The Jowih COS Company shall implement automated systems where seen fit.

49.4 Volunteer-Driven Governance

- a) The Foundation shall establish clear pathways for community volunteers who get stipends to participate in project governance, monitoring, and evaluation through Beneficiary Advisory Councils (Article XXIII) and Community Development Forums.
- b) Volunteer feedback on automation effectiveness and community needs shall be systematically collected and integrated into system updates and project planning.
- c) Local expertise shall be prioritized in project design and implementation, reducing external consultant costs while building sustainable local capacity.

49.5 Governance and Accountability

- a) The ad-Hoc Technology Ethics Council (Article XXXIX) shall oversee the ethical application of automated systems and volunteer integration models, ensuring transparency, fairness, and non-discrimination.
- b) All automated systems and volunteer programs shall be subject to annual independent audits to verify compliance and effectiveness.
- c) The Foundation shall publish annual impact reports detailing cost savings achieved through volunteer contributions and their reinvestment into expanded community benefits.

49.6 This community-driven model is designated a mission-critical governance safeguard under Article XLIII and classified as a tier 1 principle for amendment purposes.

ARTICLE L - DISTRIBUTED INFRASTRUCTURE AND DATA SOVEREIGNTY

50.1 Principle of Operational Sovereignty The Foundation's infrastructure and user data shall be distributed across multiple jurisdictions and providers to guarantee operational continuity, security, and independence from single-point failures or external control. **All data shall be stored within Africa. The foundation in early stages shall invest in African data centers and solely use African Data Centers to ensure Data Sovereignty and adherence to African data Laws, before buildings its own data centers to gain full control and operations and this is absolute.**

50.2 Infrastructure Standards a) The Foundation shall maintain: i. Primary servers in African jurisdictions. ii. Backup/mirror servers in at least one additional region . iii. Content Delivery Network (CDN) and DNS protection through providers like Cloudflare. iv. Object storage replication across multiple platforms. b) Infrastructure design shall ensure: i. Redundancy to protect against outages or government interventions. ii. Low-latency access for African users through regional edge networks. iii. Compliance with jurisdictional data sovereignty laws (Article XXXIX). c) Jurisdictional Evasion Protocol: i.) Infrastructure shall be designed to rapidly migrate data and services away from jurisdictions attempting unlawful data seizure. ii.) Maintain "hot standby" infrastructure in privacy-friendly jurisdictions ready for immediate activation. iii.) Regular "fire drill" testing of jurisdictional migration capabilities.

50.3 Data Sovereignty and Protection a) User data shall be stored and processed in accordance with the data sovereignty laws of the originating jurisdiction in Africa. b) Cross-border data transfers shall occur only with legal safeguards ensuring equivalent protection levels, as per Article XXXIX.2. c) All data systems shall employ state-of-the-art encryption and cybersecurity protocols, with annual third-party penetration testing.

50.4 Oversight and Reporting a) The Technology Ethics Council (Article XXXIX) shall monitor compliance with distributed infrastructure standards. b) An annual Infrastructure Resilience Report shall be published on the Public Dashboard, detailing cybersecurity outcomes. c) The Independent Auditor General (Article XLIII) shall include infrastructure compliance in its audit cycle. d) All infrastructure contracts shall include a data portability clause ensuring the Foundation retains the right to migrate data without penalty.

Article LI - Funding Integrity and Non-Dilution

51.1 Prohibition on Control-Diluting Investments The Foundation **shall not** accept equity investments, venture capital, or any financial instruments that transfer control, voting rights, or governance authority outside the Jowih Purpose Trust (Article XXIX) or compromise the mission-lock (Article XLVIII) and this is limited to Foundations' independent companies . In cases where foundation is invited to strategically partner/invest in building or starting a project by external organization/government, the Jowih Holding Company shall hold the equity under such project/company to receive the dividends based on its shares.

51.2 Funding Sources

a) Permissible funding sources include:

i. Donations aligned with Article XXXIV (Donations,).

ii. Mission Investor Shares under strict non-voting conditions (Article XXXIII).

iii. Dividends from Operating Companies as per Article XXXI. b) All funding must be routed through transparent Foundation accounts and logged in the public ledger within 48 hours, as per Article V.2.

iv. Jowih Ecosystem Fund investment vehicle.

51.3 Contributor Trust Agreement a) All staff, contractors, and contributors (including developers and volunteers) shall sign a Contributor Trust Agreement, assigning all code, intellectual property, and work product created for the Foundation to the Jowih IP Company or the Foundation, ensuring no private ownership or diversion. b) The agreement shall be reviewed by the Ethics & Safeguarding Committee (Article IX) and enforced under Article XXVI (Anti-Diversion).

51.4 Reserve and Reinvestment Policy a) Prior to dividend distribution, the Foundation shall allocate a portion of profits to a Reserve Fund for operational continuity and reinvestment in mission-critical infrastructure, not to exceed 20% of annual profits unless approved by a 2/3 Board majority. b) The Reserve Fund shall be ring-fenced and subject to the Asset Lock (Article XXV). Use of the Reserve Fund shall be approved jointly by the Steward President and IAG, with quarterly reporting to the Public Dashboard.

51.5 Core Article Status

This Article is designated as a Tier 1 Core Article under Article XIX.3 and may be amended only through the procedures therein.

Article LII - Jurisdictional Flexibility

52.1 Jurisdictional Strategy To enhance operational resilience and compliance flexibility, the Foundation and its entities (including the Jowih Purpose Trust and Operating Companies) may register or operate in jurisdictions such as Mauritius or the Cayman Islands, Bermuda provided such jurisdictions: a) Support progressive trust and non-profit frameworks compatible with this Constitution. b) Facilitate African market access and compliance with regional laws. c) Do not compromise the Foundation's mission or asset protections.

52.2 Legal Structuring a) The Foundation Board shall engage qualified counsel in each chosen jurisdiction to draft operative documents (e.g., Trust Deeds, Shareholder Agreements, Articles of Association) that enforce this Constitution's protections. b) Jurisdictional choices shall be reviewed annually by the Audit & Governance Committee to ensure alignment with mission and legal compliance (Article XXXII).

52.3 Transparency All jurisdictional registrations and legal structures shall be disclosed on the Public Dashboard, including the rationale for each choice and compliance measures.

52.4 Contingency Clause Should a jurisdiction materially compromise the Foundation's mission or independence, the Board shall have 90 days to migrate operations to an alternative jurisdiction.

ARTICLE LIII - PHASED FUNDING & DIRECT DISBURSEMENT MODEL

Recital - Strategic Scaling Framework

This Article establishes a dual-track funding model that combines centralized flagship excellence with decentralized community empowerment across African jurisdictions, incorporating a structured urban-rural development ecosystem, talent pipeline, and performance-based accountability framework. The Foundation shall maintain world-class continental beacon projects while simultaneously enabling specialized local development initiatives through sector-specific Community Development Enterprises (CDEs), ensuring both innovation leadership and grassroots impact.

All funding shall adhere to the Asset Lock (Article XXV), Non-Profit & No-Equity Policy (Article III), and Funding Integrity and Non-Dilution (Article LI), with disbursements integrated via the Jowih COS for traceability and anti-corruption safeguards.

To prevent leakages, it is a foundational and non-negotiable principle that no funds shall pass through, be held by, or be distributed by PAN-Ambassadors or Executive Directors at the country level; all disbursements shall be made directly by the Foundation's centralized financial system to verified project vendors, beneficiaries, or implementation partners. Any attempt to circumvent this principle constitutes a Mission-Threatening Action and Gross Misconduct.

53.1 Foundation Establishment Phase

53.1.1 Phase Duration and Focus

Phase One shall span approximately 3-5 years, focusing on establishing centralized, high-impact flagship projects to demonstrate operational models and build continental credibility through direct implementation of core initiatives under the Four Pillars (Article II.8).

53.1.2 Phase I Flagship Projects Portfolio

The portfolio shall be followed as in the phase I blueprint .

53.1.3 Funding and Management

All Flagship Phase projects allocations shall be centralized and approved by the Steward President, IAG, and Combined Trusts Board via the annual budget process (Article V.3), sourced from Mission Bonds , the Mission Fund (Article V.3) or designated reserves (Article V.5). Projects shall be managed by the lean Foundation Executive Team (Article X) with oversight from the Board (Article VIII), incorporating representation from the Continental Development Assembly (Article LIV.2) and Comrade Hub networks (Article XXIII) for workforce support.

53.2 Dual-Track Acceleration Phase

53.2.1 Dual-Track Funding Allocation

Upon transition to dual track, the Mission Fund shall be allocated through two parallel tracks:

Track A: Centralized Flagship Scaling (40-60% of Mission Fund)

- (a) Continental Beacon Projects: Ongoing development and enhancement of flagship projects as world-class institutions.
- (b) Model Development: Research and innovation for next-generation approaches and technologies.
- (c) Mother Entity Functions: Core IP development, standard setting, and system ownership for continental replication.
- (d) Expertise Generation: Training grounds producing specialists for decentralized implementations.

Track B: Decentralized Country Budgets (40-60% of Mission Fund)

(a) Virtual Country Allocations: Annual budget allocations to each African country based on objective metrics including population needs, development indices, and impact potential. These are virtual allocations only; no funds are disbursed until project-level approval.

(b) Urban-Rural Split System: Country budgets shall be allocated between urban and rural development as follows:

(i) Urban Development (40% of Country Budget): Focused on technology, innovation, and infrastructure. Funds shall support:

Digital Skills Academies & STEM Centers

Startup Incubation Hubs with private sector matching requirements

Smart City Infrastructure (digital governance, IoT networks, environmental systems)

Tech Manufacturing Zones & Special Economic Zones

Creative Industry Development (film, music, design studios)

Job creation and high-value skills development programs

Urban projects must demonstrate 1:1 private sector matching funds and clear employment generation metrics.

(ii) Rural Development (60% of Country Budget): Focused on comprehensive community transformation through specialized Community Development Enterprise (CDE) networks.

53.2.2 Community Development Enterprise (CDE) Rural Development Model

Each rural region shall establish five specialized CDEs per county or administrative unit:

CDE Type	Mandate	Business Venture
Education & Scholarship CDE	Fund rural scholarships, school infrastructure, teacher housing etc	Affordable private schools, textbook publishing, e-learning centers etc
Agriculture & Food Security CDE	Boost farm productivity, food storage, market access etc	Commercial farming, processing plants, export contracts etc
Health & Wellness CDE	Rural clinics, mobile health units, sanitation projects etc	Pharmaceutical distribution, medical equipment leasing, health insurance etc
Infrastructure & Energy CDE	Clean water, renewable energy, housing, roads, waste management, public space maintenance etc	Solar micro-grids, water purification plants, construction materials, environmental services etc
Digital & Innovation CDE	Universal connectivity (freemium model), talent pipeline, creative hubs etc	ISP operations, device leasing, software development, content creation, animation studios etc

Jowih Care Fund

53.2.3 CDE Funding Structure

Rural development funds shall be allocated to CDEs as follows:

- (a) Seventy percent (70%) for Community Development Projects (e.g., schools, clinics, water systems, environmental infrastructure) via non-withdrawable locked accounts. These funds may only be paid directly to pre-approved vendors upon project milestone verification.
- (b) Thirty percent (30%) for Community-Owned Businesses to ensure long-term sustainability, with profit reinvestment requirements.
- (c) Sustainability Targets: Each CDE must generate increasing percentages of community service costs through business profits (30% by Year 3, 50% by Year 5).

(d) Regional Profit Allocation to Jowih Care Fund: Thirty percent (30%) of net profits from all CDE business ventures in each region shall be allocated quarterly to the Jowih Care Fund, dedicated to supporting the needy and poor persons in those regions, with real-time reporting on the Public Dashboard.

(e) The remaining seventy percent (70%) of CDE business profits shall be held in each CDE's locked saving account for reinvestment and community benefit.

53.2.4 CDE Performance Requirements

Funding continuation requires:

- (a) Demonstrated voluntary workforce mobilization (minimum 20% labor contribution);
- (b) Local expertise utilization in planning and execution;
- (c) Profitable business operation supporting community goals;
- (d) Measurable impact metrics across all operations.

53.2.5 Environmental Performance Adjustment (EPA) Framework

(a) Purpose: To dynamically reallocate funds based on measurable environmental outcomes and citizen participation, ensuring maximum impact from environmental investments.

- (b) Applicability: The EPA applies to any country or region that has received full funding for environmental infrastructure including waste management systems, drainage and water management infrastructure, public space maintenance systems, environmental education programs, and building repainting and public aesthetics maintenance.
- (c) Assessment Methodology: Annual environmental assessments shall be conducted by the Independent Auditor General (IAG) using cleanliness indices, waste management metrics, citizen reporting via the Jowih COS, and compliance audits.
- (d) Benchmark Setting: Minimum environmental performance benchmarks shall be established progressively from basic functionality (Years 1-2) to measurable improvement targets (Years 3-4) to advanced standards (Year 5+).
- (e) Adjustment Mechanism: If a region fails to meet minimum benchmarks after full system deployment, a percentage of the environmental allocation (5-15%) shall be deducted based on performance gap. Deducted funds shall be reallocated to education and healthcare initiatives within the same country, high-performing regions as performance bonuses, or innovation and research for improved environmental solutions.
- (f) Transparency Protocol: All EPA assessments, benchmarks, and adjustments shall be published on the Public Dashboard 90 days before implementation, subject to citizen review and comment via the Jowih COS, and appealable to the Oversight Panel within 30 days of publication.

53.2.6 Dynamic Allocation Adjustment

The Foundation Board, Steward President, and IAG shall annually review and adjust allocation ratios between tracks based on flagship project maturation and scaling readiness, country-level capacity and demonstrated impact, Environmental Performance Adjustment outcomes, emerging continental opportunities and strategic priorities, and IAG recommendations.

53.2.7 Hub-and-Spoke Implementation Model

The relationship between centralized flagships and country implementations shall follow:

Continental Flagships - Country Branches & Local Hubs

Mega Orphanage Main Campus - Regional Care Centers & Community Homes , Franchise

Pan-African Innovation Hub - Local Innovation Pods & Digital Access Points

Central R&D Laboratories - Applied Research Units & Field Testing Sites

53.2.8 Country Budget Execution Cycle

(a) Annual Planning and Disbursement Protocol: Each country shall follow a fixed annual cycle:

(i) January: Planning, community prioritization, CDE project finalization, vendor identification, and budget submission.

(ii) February: Foundation review, approval, and direct disbursement of annual funds.

(iii) March to December: Project execution, monitoring, and reporting.

(b) Transparency: All allocations, CDE distributions, and project budgets shall be published on the Public Dashboard (Article XXXV).

(c) Local Prioritization: Countries shall prioritize projects through Development Assemblies (Article LIV.8) with emphasis on volunteer workforce integration.

53.2.9 Eligible Community Projects

Funds shall support locally prioritized initiatives aligned with the Four Pillars, including but not limited to:

(a) Pillar I: Affordable modular housing, renewable energy micro-grids, smart health clinics, climate-resilient agriculture, clean water systems.

(b) Pillar II: Youth scholarships, vocational training centers, startup seed funding, digital literacy programs, local Jowih COS deployment.

(c) Pillar III: Local agritech cooperatives, renewable energy startups, community R&D labs, diaspora mentorship programs.

(d) Pillar IV: Smart city prototypes, AR/VR education tools, ethical AI governance pilots.

53.2.10 Integration and Quality Assurance

(a) Standard Adoption: All country implementations must meet minimum quality standards set by flagship institutions.

(b) Knowledge Transfer: Structured programs for training local teams, documenting protocols, and sharing best practices.

(c) Technical Oversight: Flagship teams provide certification, quality audits, and continuous improvement guidance.

(d) Progressive Responsibility: Gradual transfer of operational responsibilities to country structures as capacity develops.

53.3 Funding Execution & Accountability

53.3.1 Direct Disbursement Principle

No funds shall be handled, touched, or routed through country-level actors. Upon Foundation approval, the Foundation must disburse funds directly from centralized accounts to verified project vendors, beneficiaries, or implementation partners via Jowih COS digital wallets or smart contracts, bypassing CDE leaders, PAN-Ambassadors and Executive Directors entirely.

53.3.2 Project Submission & Approval

(a) Virtual Budgeting: All country and CDE allocations shall remain as virtual budgets until project-level plans are finalized, costed, and approved.

(b) Community Prioritization: Countries shall prioritize projects through Development Assemblies, documenting proposals with detailed cost breakdowns, volunteer commitments, vendor lists, and verification methods.

(c) CDE Plan Finalization: CDEs must submit finalized project plans, including the 70% development / 30% business split, before any funds are disbursed.

(d) Board Review: Documented budgets shall be submitted by PAN-Ambassadors to the Foundation Board through the CDA for review and approval.

(e) Coordination Role: PAN-Ambassadors and Executive Directors shall provide coordination, verification, and reporting only (Article LIV.3.2).

53.3.3 CDE Locked-Account & Monitoring System

(a) Locked CDE Accounts: Disbursed CDE funds shall be placed in locked Foundation-monitored accounts. The seventy percent (70%) designated for community development is non-withdrawable and may only be paid directly to pre-approved vendors upon project milestones.

(b) Foundation Oversight: All CDE financial activity and payment systems shall occur within the Foundation's monitored digital ecosystem, with every transaction logged, timestamped, and algorithmically screened.

- (c) Citizen Transparency: CDE budgets, transactions, and project progress shall be visible in real-time to registered community members via the Jowih COS, creating a public audit layer.
- (d) Automatic Safeguards: The system shall automatically flag, freeze, and report any transaction that violates pre-approved budgets, vendor lists, or project plans.
- (e) Jowih Care Fund Allocation: The system shall automatically deduct thirty percent (30%) of CDE business profits each quarter and transfer them to the dedicated Jowih Care Fund, with real-time reporting to the Public Dashboard.

53.3.4 Digital CDE Connectivity & Talent Development

- (a) Freemium Internet Model: Digital CDEs shall partner with local ISPs to implement tiered connectivity:
 - (i) Tier 1 - Always Free: Jowih COS, government services, educational content, health information.
 - (ii) Tier 2 - Premium Paid: General internet, entertainment, business tools, international content.
- (b) Revenue Allocation (Premium Services):
 - (i) 50% - Network expansion and maintenance
 - (ii) 20% - CDE operations and talent programs
 - (iii) 20% - Community development projects
 - (iv) 10% - Reserve fund for infrastructure upgrades
- (c) Talent Discovery Process:
 - (i) Phase 1 - Grassroots Identification: Community competitions, school outreach, digital literacy camps.
 - (ii) Phase 2 - Local Incubation: Basic equipment, mentorship, small grants, showcase platforms.
 - (iii) Phase 3 - Advanced Pathway: Scholarships to flagships, internships, apprenticeships, residencies.
- (d) Creative Hub Development: All Digital CDEs in a country shall establish one major animation,anime and gaming districts (storytelling labs, character design, voice acting), manga/comic creation centers, and tech innovation centers. Then later they strategically scale to build smaller hubs where talent pipeline is concentrated .

53.3.5 Environmental Performance Adjustment Implementation

- (a) Annual Assessment Cycle:
 - (i) Q1: Baseline data collection and citizen education
 - (ii) Q2: Mid-year progress review and corrective action
 - (iii) Q3: Final data collection and preliminary scoring
 - (iv) Q4: IAG certification and adjustment calculations
- (b) Adjustment Implementation: Deductions applied to following year's budget allocation; reallocated funds disbursed to designated priority sectors; public reporting of both deduction and reallocation.
- (c) Remediation Pathway: Regions subject to EPA deductions may request technical assistance from flagship environmental teams, implement citizen-led improvement campaigns with volunteer support, and qualify for restored funding upon demonstrating sustained improvement.
- (d) Progressive Responsibility: As local capacity develops, environmental assessment and adjustment mechanisms shall gradually transfer to local authorities with Foundation oversight.

53.3.6 CDE Performance Scorecard & Continued Funding

- (a) Performance Metrics: CDEs shall be evaluated quarterly using the following scorecard:
 - (i) Community Impact (40%): Lives improved, services delivered, development goals achieved.
 - (ii) Business Profitability (30%): Revenue growth, profit margins, sustainability targets met.
 - (iii) Volunteer Mobilization (20%): Local expertise contribution hours, community participation rates.
 - (iv) Innovation & Efficiency (10%): Cost savings, new solutions developed, process improvements.
- (b) Digital CDE Additional Metrics:
 - (i) Talent Pipeline (25%): Talents identified, progressed to advanced training, IP created.
 - (ii) Connectivity Impact (25%): Population reached, digital literacy rates, cost reduction.
 - (iii) Revenue Sustainability (25%): Premium conversion rates, profit margins, network expansion.
 - (iv) Community Innovation (25%): Local solutions developed, content created, problems solved.
- (c) Infrastructure & Energy CDE Environmental Metrics:
 - (i) Public Space Maintenance (40%): Cleanliness indices, waste management effectiveness
 - (ii) System Utilization (30%): Community usage rates of provided environmental systems
 - (iii) Citizen Satisfaction (20%): Reported environmental quality and service satisfaction
 - (iv) Innovation Adoption (10%): Implementation of improved environmental practices
- (d) Continued Funding Requirement: CDEs must maintain a minimum overall score of 70% to receive subsequent funding tranches.
- (e) Remediation Process: CDEs scoring below 70% shall enter a 90-day remediation period with CDA oversight before potential fund suspension.

53.3.7 Monitoring & Anti-Corruption Measures

- (a) Real-Time Tracking: All disbursements shall use the Jowih COS for real-time reporting and end-to-end traceability.
- (b) Quarterly Audits: Transactions shall be audited quarterly by the IAG (Article XLIII).
- (c) Clawback Provisions: Misallocated or unutilized funds shall be automatically clawed back within 90 days.
- (d) Whistleblower Protection: Violations treated as gross misconduct under Ethics, Anti-Corruption & Sanctions (Article XXII).

53.4 Long-Term Evolution

53.4.1 Maturation Phase (Year 8+)

The allocation model shall evolve toward:

- (i) 30% Centralized Flagship Excellence & R&D
- (ii) 60% Decentralized Country Budget Allocations
- (iii) 10% Strategic Innovation & Continental Expansion

53.4.2 Success Metrics

The Foundation shall measure dual-track success through:

- (a) Flagship Impact: Continental reach, innovation output, model development.
- (b) Country Adoption: Successful local replications, community penetration, quality adherence.
- (c) CDE Performance: Business sustainability scores, impact multipliers, volunteer leverage.
- (d) Talent Pipeline: Number of talents identified, progression rates, IP creation and protection.
- (e) Environmental Transformation: Cleanliness indices, waste management effectiveness, public space quality.
- (f) Connectivity Impact: Percentage of population with free essential access, cost reduction in internet access, digital literacy increases.
- (g) Jowih Care Funding: Amount generated through CDE profit allocations, impact on care initiatives.
- (h) Urban-Rural Integration: Technology transfer rates, wealth distribution equity, ecosystem synergy.
- (i) Resource Optimization: Cost per beneficiary, impact per dollar, private capital leverage.

54.4.3 CDEs Absolute Termination

In the event a county/region/location suffers from constitutional protest resulting to property destruction funded by the Foundation through its 5 CDEs ,then the Foundation shall count loses and deduct from that location’s funding flowing to its five CDEs. In the event another property destruction happens built by the foundation’s money, then all other four CDEs shall be discontinued and that area left with one CDE incharge of Education funding.The funding shall be reduced to cater for that one CDE alone. This is absolute .The cool down period shall be five year before the other four CDEs are reinstated again for that location.

53.5 Enforcement & Designation

53.5.1 Breaches shall invoke Anti-Diversion of Foundation Assets (Article XXVI) and Conflict of Interest sanctions (Article XXVII), with investigations by the Oversight Panel (Article XIX).

53.5.2 This Article is designated as a Tier 2 Core Article under Article XIX.3, requiring supermajority approvals for amendments to safeguard the dual-track funding integrity.

53.5.3 Environmental Performance Adjustment Protection: No country, region, or community may claim discrimination or unfair treatment based on EPA deductions, as these are objective, measurable, and transparent impact-based reallocations designed to maximize community benefit. All EPA decisions are subject to Oversight Panel review but are otherwise final and binding.

53.5.4 Severability: If any provision is invalid, the Saving Clause (Article XXVI.0) applies, preserving the dual-track model's core principles

ARTICLE LIV - AFRICA DEVELOPMENT NETWORK (ADN)

Recital - Continental Presence & Citizen Engagement

The Africa Development Network ("ADN") establishes the operational presence of the Foundation in all African jurisdictions, ensuring mission execution, citizen participation, and real-time situational intelligence without the need for separate sub-foundations in each country. The ADN functions as the principal non-partisan continental coordination body of the Foundation. It is designed to protect the integrity of the Mission, enforce financial and operational accountability, and empower citizens as custodians of development. For the purposes of this Article, "Comrade" refers to any registered participant in Foundation activities within the jurisdiction, including all verified members, app users, and community contributors, to ensure broad and inclusive engagement without singling out any group. All ADN activities shall comply with the Non-Profit & No-Equity Policy (Article III), Asset Lock (Article XXV), Political Neutrality & Advocacy Limits (Article XLVII), and Cultural Competence & Local Adaptation (Article XXXVIII), while leveraging the Comrade Hub (Article XXIII) for workforce development and maintaining lean operations consistent with Responsible Staffing principles (Article XI). No funds shall ever flow through ADN structures; all disbursements are centralized and direct under Article LIII (Phased Funding). All meetings and discussions within ADN structures, including Development Assemblies and the Continental Development Council, shall remain strictly non-partisan, focused exclusively on development objectives, and prohibit any discussion of political topics, parties, candidates, or ideologies, in full compliance with Article XLVII.

54.1 PAN-AMBASSADOR

54.1.1 Each country shall have an appointed single PAN-Ambassador to represent the Foundation within that jurisdiction. The positions are open for applications. Each country is limited to forward a maximum of 6 candidates, with final selection done as detailed in confidential ANNEX L.

54.1.2 The PAN-Ambassador shall serve as the primary liaison between the Foundation Board and the country-level citizens and Executive Directors, and shall act as the Country Chief Operating Officer (COO) responsible for overseeing operational execution within the delegated powers only.

54.1.3 PAN-Ambassadors shall:

54.1.3.1 Chair all Country Development Assembly meetings.

54.1.3.2 Represent the country in the Continental Development Assembly (CDA).

54.1.3.3 Serve as the public face of the Foundation for approved media engagements and official communications, ensuring all statements align with the Foundation's non-partisan stance (Article XLVII).

54.1.4 PAN-Ambassadors may not delegate their responsibilities to any person other than designated Executive Directors, and all delegations must be documented and reported to the Independent Auditor General (IAG) for compliance review (Article XLIII).

54.1.5 PAN-Ambassadors are designated as Public Service Fellows under Article X.4. They receive professional compensation, benefits, and pension as defined in the Public Service Fellows Compensation Framework. They are not volunteers. They are not counted in the Foundation's administrative FTE cap as their compensation is funded through Country Budget Pots (Article LIII) or the Mission Fund.

54.1.6 PAN-Ambassadors shall not execute any powers or duties not explicitly delegated by the Foundation Board under this Article or other provisions of the Constitution; any unauthorized action shall be void ab initio and constitute a breach of fiduciary duty (Article VIII.4), triggering immediate investigation and sanctions (Article XXII).

54.1.7 Diaspora Representative to the Continental Development Assembly

(a) Establishment and Role – There shall be a Diaspora Representative who represents the interests of African diaspora bondholders, investors, and communities worldwide. The Diaspora Representative shall be a full member of the Continental Development Assembly (CDA) under Article 54.2, with all rights and responsibilities of a CDA member except as limited by this Article.

(b) Term of Office – The Diaspora Representative shall serve a term of seven (7) years, renewable once. The term shall run concurrently with the term of PAN-Ambassadors under Article 54.4.3.

(c) Appointment – The Diaspora Representative shall be appointed by the Foundation Board after consultation with recognized diaspora associations and bondholder representatives. The appointment shall be confirmed by the Combined Trusts Board.

(d) Duties – The Diaspora Representative shall:

(i) Attend all quarterly CDA meetings in person or via secure virtual channel. Unexcused absence from two consecutive meetings or three meetings in any twelve-month period shall constitute grounds for removal.

(ii) Present diaspora development concerns, proposals, and feedback to the CDA.

(iii) Receive and review quarterly reports on bond fund utilization and Foundation projects.

(iv) Advise the Foundation Board on diaspora engagement strategy.

(v) Report annually to diaspora bondholders through the Governance OS and Public Dashboard.

(e) Compensation – The Diaspora Representative shall be entitled to a salary, benefits, and allowances commensurate with those of a PAN-Ambassador, as determined by the Remuneration Committee under the Public Service Fellows Compensation Framework (Article X.4).

(f) Removal – The Diaspora Representative may be removed before the expiration of the seven-year term only for:

(i) Gross misconduct as defined in Article XXII;

(ii) Failure to perform duties related to the Mission, including persistent absence from CDA meetings without reasonable justification;

(iii) Violation of this Constitution, including political neutrality under Article XLVII.

Removal shall require a two-thirds (2/3) vote of the Foundation Board and confirmation by the Combined Trusts Board. The affected Representative shall be given written notice and an opportunity to respond before removal.

(g) Vacancy – If the office of Diaspora Representative becomes vacant, a successor shall be appointed within ninety (90) days to serve the remainder of the seven-year term. A term completed by a successor shall not count toward the renewable term limit.

(h) Reporting – The Diaspora Representative shall submit an annual report to the CDA and to diaspora bondholders. The report shall be published on the Public Dashboard.

54.2 CONTINENTAL DEVELOPMENT ASSEMBLY (CDA)

54.2.1 The CDA is the constituted assembly of all PAN-Ambassadors from member countries. It is not a separate legal or administrative entity but the collective governance forum for the PAN-Ambassadors.

54.2.2 The CDA convenes quarterly to review mission performance, cross-country initiatives, and strategic development priorities, with agendas aligned to the 2045 Horizon strategy (Article II). Discussions shall remain strictly focused on non-political development matters, prohibiting any reference to politics in line with Article XLVII.

54.2.3 The Foundation Board shall chair CDA sessions, provide guidance, and approve exceptional protocols affecting multiple jurisdictions, subject to the Amendment Procedure for any changes impacting Core Articles (Article XIX).

54.2.4 The CDA shall maintain minutes of all meetings, publicly accessible in aggregate form on the Public Dashboard (Article XXXV), to ensure transparency and accountability.

54.2.5 CDA decisions shall be subject to veto by the Steward President if they materially deviate from the Mission (Article VI.2), and all financial matters shall comply with Funding, Financial Controls & Revenue Flow (Article V) and Article LIII (Phased Funding).

54.3 COUNTRY EXECUTIVE DIRECTORS (CEDs)

54.3.1 Each PAN-Ambassador shall appoint up to seven Country Executive Directors to manage operational responsibilities, ensuring appointments prioritize expertise from the Comrade Hub and adhere to diversity requirements (Article VIII.6).

54.3.2 The seven Executive Director roles shall cover:

54.3.2.1 Mobilization & Volunteer Coordination - organizes volunteers for orphanage projects, modular housing, medical and education initiatives, and other Foundation programs, leveraging the Comrade Hub for scaling (Article XXIII).

54.3.2.2 Local Intelligence & Needs Assessment - identifies development needs, flags corruption, proposes project sites, and maps connectivity gaps, with all assessments incorporating Free, Prior, and Informed Consent (FPIC) (Article XXXVIII).

54.3.2.3 Impact Verification & Anti-Corruption Oversight - validates beneficiaries, confirms project milestones before centralized disbursement (Article LIII.2.5), ensures transparency via the Jowih COS, and enforces Anti-Money Laundering & Counter-Terrorism Financing measures (Article XXXVII).

54.3.2.4 Public Engagement & Movement - conducts town halls, digital sessions, recruitment, and citizen training on the Jowih COS, maintaining strict political neutrality (Article XLVII).

54.3.2.5 Resource & Logistics Management - manages equipment, supply chain, and modular project assembly operations, subject to Procurement, Contracts & Partnerships principles (Article XIII).

54.3.2.6 Audit & Compliance Liaison - coordinates with the Independent Auditor General to enforce disbursement controls and verify financial integrity, including payroll audits (Article XI.4).

54.3.2.7 Innovation & Technology Coordination - facilitates local tech initiatives, supports R&D hubs, and integrates Jowih COS tools for mission tracking, compliant with Technology & Data Integrity standards (Article XXXIX).

54.3.3 Country Executive Directors are designated as Public Service Fellows under Article X.4. They receive professional compensation, benefits, and pension as defined in the Public Service Fellows Compensation Framework. They are not volunteers.

54.3.4 Executive Directors shall be evaluated annually by the PAN-Ambassador based on performance, compliance, and citizen feedback, with evaluations reported to the Ethics & Safeguarding Committee (Article IX.2) and subject to removal for cause under fiduciary duties (Article VIII.4).

54.4 ELECTION & TERM

54.4.1 PAN-Ambassadors are elected through unanimous vote from both the Purpose Trust and Family Trust from a list of interested candidates forwarded in accordance with the following process, as detailed in confidential ANNEX L:

- Nomination: Open applications and community nominations, screened by IAG

- Verification: Independent Auditor General verifies eligibility and conducts background checks

- Final Approval: Both Trusts unanimously

54.4.2 Executive Directors are appointed by their PAN-Ambassador based on qualifications and suitability for assigned roles, with background checks mandatory per Safeguarding, Child Protection & Beneficiary Selection (Article XIV).

54.4.3 Each PAN-Ambassador term lasts seven (7) years, subject to renewal by approval of both Trusts, with no automatic renewals to prevent entrenchment as detailed in confidential ANNEX L. Country Executive Directors serve terms as defined in Article X.4 and the Public Service Fellows Compensation Framework.

54.4.4 Vacancies in Executive Director positions must be filled within ninety (90) days by PAN-Ambassador appointment, with interim duties handled jointly by remaining Directors to ensure continuity without operational disruption.

54.5 POWERS & DUTIES

54.5.1 PAN-Ambassadors and Executive Directors shall act exclusively to advance the Foundation's Mission, owing fiduciary duties of loyalty, care, and good faith (Article VIII.4), with no actions permitted that result in private inurement (Article XXV.3).

54.5.2 All disbursements, operational decisions, and program oversight shall comply with Funding, Financial Controls & Revenue Flow (Article V), Amendment Procedure (Article XIX), Ethics, Anti-Corruption & Sanctions (Article XXII), and Article LIII (Phased Funding).

54.5.3 PAN-Ambassadors shall report immediately any attempted interference by external actors or governments in Foundation operations, escalating to the Whistleblower & Ethics Protection mechanism (Article XXXVI) and the Board for resolution.

54.5.4 Executive Directors shall maintain direct oversight of their assigned function, with documented accountability records accessible to the PAN-Ambassador and Independent Auditor General, and all data handling compliant with Data Protection & Privacy (Article XV).

54.5.5 Delegated Powers (Explicitly Highlighted for Legal Protection):

To ensure clear accountability and prevent misuse, the following powers are explicitly delegated and limited as follows, and no other powers may be exercised without express Foundation Board authorization:

54.5.5.1 PAN-Ambassador Delegated Powers:

- Appointment Power: Appoint and remove Executive Directors with documented justification, subject to annual review by the CDA and Foundation Board (cross-reference: 54.3.1, 54.4.4).

- Reporting Power: Mandate ad-hoc reports from Executive Directors and escalate issues to the CDA or Foundation Board (cross-reference: 54.6.1-6.2).

- Emergency Activation Power: Initiate emergency protocols in coordination with the Foundation Board, with mandatory post-action reporting and audit (cross-reference: 54.7.3, Article XLVI).

- Oversight Power: Convene Development Assemblies and veto any Executive Director action that violates the Mission, subject to appeal to the CDA (cross-reference: 54.8.1-8.3).

These powers shall not be used for personal gain, political activity (per Article XLVII), or without documentation, and are revocable by the Foundation Board for cause under Article VIII.

54.5.5.2 Executive Director Delegated Powers (Role-Specific):

- Mobilization & Volunteer Coordination (54.3.2.1): Recruit and deploy volunteers for projects, with power to allocate minor resources (<5% of country budget) subject to foundation board approval and IAG audit.

- Local Intelligence & Needs Assessment (54.3.2.2): Collect and report data on needs/corruption, with power to propose projects but no disbursement authority.

- Impact Verification & Anti-Corruption Oversight (54.3.2.3): Validate milestones and flag non-compliance for centralized withholding (Article LIII.2.5), with mandatory escalation to PAN-Ambassador and IAG.

- Public Engagement & Movement Culture (54.3.2.4): Organize events and training, with power to use Jowih COS for non-partisan engagement only.

- Resource & Logistics Management (54.3.2.5): Manage supply chains, with procurement power limited to competitive bidding and Board thresholds (per Article XIII).

- Audit & Compliance Liaison (54.3.2.6): Coordinate audits, with power to flag irregularities but no independent enforcement-must report to IAG.

- Innovation & Technology Coordination (54.3.2.7): Integrate tech tools, with power to pilot initiatives subject to Technology Ethics Council review (per Article XXXIX).

All delegated powers are fiduciary in nature, revocable by the PAN-Ambassador or Foundation Board for breach, and subject to conflict-of-interest disclosure (per Article XXVII) and whistleblower protections (per Article XXXVI). Unauthorized exercise constitutes gross misconduct under Article XXII, triggering sanctions including restitution and criminal referral (Article XI.5).

54.6 ACCOUNTABILITY & REPORTING

54.6.1 Executive Directors report directly to their PAN-Ambassador, who reports to the Foundation Board via the CDA.

54.6.2 PAN-Ambassadors must submit quarterly impact, financial, and compliance reports through the Governance OS, integrated into Monitoring, Evaluation, and Impact Assessment frameworks (Article XLII) and Article LIII.3 (Phased Funding Accountability).

54.6.3 All CDA reports, resolutions, and recommendations shall be archived digitally for audit and public review on the Public Dashboard (Article XXXV) through Governance OS.

54.6.4 The CDA or Foundation Board may mandate ad-hoc inspections or audits in case of irregularities, with findings reported publicly and subject to the IAG's mandate (Article XLIII).

54.6.5 Failure to report or comply shall trigger automatic investigation by the Ethics & Safeguarding Committee (Article IX.2) and potential removal under fiduciary duties (Article VIII.4).

54.7 MISSION CONTINUITY & EMERGENCY PROTOCOLS

54.7.1 In the event a PAN-Ambassador vacates office prematurely, the Country Executive Directors shall act jointly as interim governing body until a new PAN-Ambassador is elected.

54.7.2 Decisions during interim governance require unanimous consent of Executive Directors and approval of the Foundation Board, with all actions documented to prevent mission drift (Article XLVIII).

54.7.3 In extraordinary circumstances (e.g., natural disasters, conflict, or statutory threats), PAN-Ambassadors may activate emergency protocols as defined by the Foundation Board to ensure continuity of missions, integrated with Emergency Response & Continuity of Operations (Article XLVI) and reported to the IAG.

54.8 The Development Assembly Structure

54.8.1 Structure and Levels

The Development Assembly shall operate as a two-tier system:

(a) County Development Assembly (CDA)

The primary execution body responsible for county-level development planning, prioritization, and implementation of CDE-funded projects.

(b) National Development Assembly (NDA)

The national coordination body responsible for aligning large-scale development strategy and managing the Country Budget Pot.

54.8.2 Pre-Assembly Process

(a) At least thirty (30) days prior to any Assembly, CDEs shall collect project proposals from citizens through digital forums.

(b) All proposals shall be categorized into:

Education

Health

Infrastructure

Agriculture

Digital Economy

(c) CDE leaders shall aggregate and refine proposals into actionable projects.

(d) A final agenda shall be published prior to the Assembly.

54.8.3 Voting and Prioritization

(a) Scope of Voting

Citizen voting shall apply exclusively to CDE projects.

(b) Voting Right

Each registered citizen in governance bd shall have one (1) vote.

(c) Priority Magnitude Scale (0-9)

All CDE projects shall be ranked using a priority scale:

0-2: Low Priority

3-5: Moderate Priority

6-8: High Priority

9: Critical Priority

(d) Outcome

Voting results shall determine the execution priority of CDE projects.

Government projects shall not be subject to citizen voting but must be presented for alignment and coordination.

54.8.4 County Development Assembly (CDA)

(a) Venue

The CDA shall be held in an open public arena to ensure transparency.

(b) Parallel Execution

County Development Assemblies may be conducted simultaneously across multiple regions within a country.

The PAN-Ambassador, through appointed Executives, may designate official representatives to chair parallel sessions.

(c) Attendance

(i) PAN-Ambassador or appointed representative (Chair)

(ii) County CDE Sector Leaders

(iii) Governor and County Executive

(iv) All elected county-level representatives

(v) Citizens and stakeholders

(d) Core Functions

(i) Presentation of prioritized CDE projects

(ii) Presentation of County Government development plans

(iii) Identification of overlaps and inefficiencies

(iv) Alignment of execution efforts

(v) Workforce coordination

(e) Government-CDE Collaboration

Government and CDE shall jointly:

Align development priorities

Merge overlapping projects

Deploy CDE workforce to accelerate execution

Improve efficiency and reduce delays

(f) Execution Principle

All projects must have defined timelines.

Long-duration projects shall be restructured to significantly reduce delivery time, with a strong preference for completion within three (3) years or less.

(g) Binding Output

Each CDA shall produce a County Development Concord, including:

Approved CDE projects (ranked by citizen priority)

Government project alignment

- Budget allocations
- Execution responsibility (CDE, Government, or Joint)
- Workforce deployment
- Fixed timelines

54.8.5 National Development Assembly

(a) Venue

The meeting shall be held in a large public arena.

(b) Attendance

- (i) PAN-Ambassador (Chair)
- (ii) Invited President or Prime Minister
- (iii) National Ministers
- (iv) CDE Delegates

(c) Core Functions

- (i) Presentation of national government development agenda
- (ii) Presentation of aggregated CDE priorities
- (iii) Allocation and coordination of the Country Budget Pot
- (iv) Alignment of nationwide and cross-county projects
- (d) Binding Output

The NDA shall produce a National Development Concord, defining national priorities, funding structures, and execution timelines.

54.8.6 Disbursement and Execution

- (a) Funds shall be disbursed based on approved Concords.
- (b) Joint execution shall enable governments to utilize CDE workforce capacity to:
 - Accelerate project delivery
 - Reduce timelines
 - Improve efficiency

54.8.7 Accountability and Transparency

- (a) All projects shall have fixed timelines.
- (b) Failure to meet timelines without valid justification shall result in:
 - (i) Withdrawal of remaining funds
 - (ii) Reallocation to higher-priority projects
- (c) All project data, progress, and timelines shall be publicly accessible via a Public Dashboard.

54.8.8 Continental Execution Capability

The Development Assembly system shall be capable of coordinated, parallel execution across multiple regions and countries.

Through delegated authority under the PAN-Ambassador and Executives, assemblies may be conducted simultaneously, enabling continent-scale development alignment within compressed timeframes.

54.8.9 Principle of Accelerated Development

The system shall operate under:

- Citizen-prioritized development (CDE projects)
- Government collaboration (non-voted alignment)
- Parallel execution
- Strict timelines
- Full transparency

No development project funded through the Foundation shall exist outside this system.

54.8.10 Consequences for Repeated Failure

- (a) If a government entity fails to meet agreed timelines in two consecutive Concords, the Foundation may:
 - (i) Redirect its share of the Country Budget Pot to CDE-led execution for the affected projects;
 - (ii) Require government personnel to undergo efficiency training before future funding is released.
- (b) If a CDE fails to meet agreed timelines in two consecutive Concords, the PAN-Ambassador may:
 - (i) Recommend restructuring of CDE leadership;
 - (ii) Reallocate future CDE funding to higher-performing CDEs in the region.

54.8.11 Principle of Development Neutrality and Protection

- (a) The Development Assembly system is a **development coordination mechanism**, not a political institution.

- (b) Government officials participate as **partners in development**, contributing plans, resources, and execution capacity, without subordination to the Foundation.

- (c) The Foundation shall remain strictly non-political and shall not:

- (i) Endorse or oppose any political party, candidate, or movement;
- (ii) Fund, organize, or support political activities, protests, or strikes;
- (iii) Interfere in the internal political affairs of any state.

- (d) Development operations shall continue irrespective of:

- (i) Changes in government;
- (ii) Political transitions or instability;
- (iii) Strikes or protests not directly affecting operational safety.

- (e) In the event of a strike or protest:
 - (i) Operations shall be temporarily paused only where safety risks are present;
 - (ii) The Foundation shall not take sides or engage in political positions;
 - (iii) Work shall resume immediately once conditions are deemed safe.

(f) Principle of Development Neutrality

All development projects under the CDE framework shall be considered neutral public goods, serving communities irrespective of political affiliation, ideology, or leadership.

(g) Community Responsibility for Protection

CDE projects are people-centered initiatives. Communities benefiting from such projects are encouraged to uphold their protection and continuity, including during periods of unrest, in order to prevent disruption, delays, or loss of future development opportunities.

(h) Continuity Safeguard

Where repeated disruption, destruction, or insecurity significantly affects project delivery within a region, future project prioritization and resource allocation may be reassessed to ensure responsible and sustainable deployment of funds

54.11 Enforcement & severability

54.11.1 Any breach of this Article shall be treated as a violation of Ethics, Anti-Corruption & Sanctions (Article XXII) and Anti-Diversion of Foundation Assets (Article XXVI), triggering immediate investigation by the Oversight Panel and potential sanctions including removal and restitution.

54.11.2 This Article is designated as a **Tier 2 Core Article under Article XIX.3**, requiring supermajority approvals for amendments to prevent weakening of continental safeguards.

54.11.3 If any provision is found invalid, the Severability clause (Article XXVI.0) shall apply, preserving the ADN's core structure and mission alignment.

54.12 Incorporation of Private Annex L

The provisions of confidential ANNEX L (PAN-Ambassador Selection, Election Mechanics, Term Renewal, and Vacancy Procedures) are incorporated by reference and have binding legal effect on the Foundation, both Trusts, the Independent Auditor General, and all PAN-Ambassador candidates and appointees. Any dispute regarding the interpretation or application of ANNEX L shall be resolved in accordance with Article XVIII (Dispute Resolution).

Article LV - Incorporation and Binding Effect of Private Constitution Annexes

55.1 Legal Status of Annexes

The confidential ANNEXES of the Private Constitution are incorporated by reference into this public Constitution. These ANNEXES contain detailed operational, procedural, security, and succession mechanisms that are binding on all Foundation organs, trustees, officers, employees, volunteers, and affiliates.

55.2 Hierarchy of Instruments

- a) In the event of any direct and irreconcilable conflict between a provision of this public Constitution and a provision of any ANNEX, the public Constitution shall prevail.
- b) The ANNEXES shall be interpreted in a manner consistent with the public Constitution to the greatest extent possible.
- c) The ANNEXES supplement, but do not replace or override, the substantive protections of the Core Articles.

55.3 Binding Effect

All persons subject to this Constitution, including but not limited to the Steward President, Trustees of both Trusts, Board members, IAG, PAN-Ambassadors, Executive Directors, employees, and volunteers, are bound by the provisions of the confidential ANNEXES as if those provisions were fully set forth in this public Constitution.

55.4 Access and Confidentiality

No ANNEX may be publicly disclosed if such disclosure would compromise security protocols, vetting methodologies, identity protection measures, or emergency response capabilities.

55.5 Amendment of Annexes

- a) Amendments to any ANNEX that do not conflict with the public Constitution may be made by unanimous resolution of the Combined Trusts Board, with written certification from the IAG that the amendment does not violate any Core Article.
- b) Any amendment to an ANNEX that would alter a substantive right or protection enumerated in a Core Article shall require compliance with the amendment procedures of Article XIX applicable to that Core Article.
- c) All ANNEX amendments shall be recorded and maintained by the Secretary-General, with notice provided to all persons bound thereby

55.6 Dispute Resolution

Any dispute regarding the interpretation, application, or enforceability of any ANNEX provision shall be resolved in accordance with Article XVIII (Dispute Resolution). The confidential nature of the ANNEXES shall be preserved in any arbitration or legal proceeding to the maximum extent permitted by law.

55.7 Core Article Status

This Article is designated as a Tier 1 Core Article under Article XIX.3 and may be amended only through the procedures therein.

ARTICLE LVI - MISSION-ALIGNED BOND INSTRUMENTS

56.1 Principle of Citizen Partnership

The Foundation shall not take loans, debt, or credit facilities from banks, financial institutions, or any corporate entity. The Foundation shall not issue commercial paper, enter credit agreements, or incur any form of institutional debt.

The only permitted form of borrowing is the issuance of bonds to the public under the Mission Investment Agreement - African citizens, diaspora communities, global citizens and mission-aligned institutional investors - as a means of citizen partnership in the Foundation's growth.

56.2 Permitted Bond Classes

The Foundation may issue only two classes of bonds under The GREAT AFRICAN GRID BOND:

(a) **Digital Ecosystem Bond** – to fund technology development, venture capital programs, research and innovation, and digital infrastructure.

(b) **Infrastructure Bond** – to fund physical infrastructure projects

No other bond classes or debt instruments of any kind are permitted.

56.3 Per-Investor Limit

No single investor (whether individual, corporation, organization, or institution) may purchase more than \$1 million USD(or local currency equivalent) of bonds in total across all series and all bond classes.

This limit mirrors the Tier 2 donation cap in Article XXXIV and serves the same purpose: preventing any single investor from gaining undue influence over the Foundation.

56.4 No Per-Series Total Limit

The total amount raised in any bond series is not limited by this Article. The Foundation may raise \$1M, \$100M, \$1B, or more in a single series, subject to market conditions and Combined Trusts Board approval. Only the per-investor cap applies.

56.5 Oversight

No subsequent bond after the first Grid bond set by the founder may be issued without:

- (a) Unanimous approval of the Combined Trusts;
- (b) Certification by the IAG that the proceeds will be used for mission-aligned purposes;
- (c) Confirmation that the per-investor limit is strictly enforced.

56.6 Use of Proceeds

Bond proceeds shall be held in ring-fenced accounts and disbursed only for the purposes stated in the bond prospectus. Proceeds may not be used for staff salaries, or administrative costs.

56.7 Transparency

All bond issuances shall be disclosed on the Public Dashboard, including:

- (a) Bond class and series number;
- (b) Total amount raised;
- (c) Number of investors (aggregated, not individual identities);
- (d) Use of proceeds;
- (e) Repayment status.

56.8 No Private Inurement

No bondholder acquires any equity, voting rights, governance authority, or ownership interest in the Foundation, its Trusts, or its Operating Companies by virtue of holding a bond. Bonds confer no influence whatsoever over Foundation decisions.

56.9 Repayment Sources

Bonds shall be repaid from any lawful source of Foundation revenue, including but not limited to:

- (a) Revenue generated by the projects or infrastructure the bonds funded;
- (b) Revenue from other Foundation projects, operating companies, or investments;
- (c) Tier 1 and Tier 2 donations;
- (d) Any other mission-aligned revenue stream.

The Foundation shall prioritize project-specific revenue for repayment but may use other sources as needed. Donations are a permitted backup, consistent with Article XXXIV.

56.10 Application to New Dawn City

(a) The bonds authorized under this Article may also be issued specifically for the development, construction, and expansion of New Dawn City(Article LVII.2(c)).

(b) Proceeds from Infrastructure Bonds issued for New Dawn City shall be allocated to:

- (i) Core infrastructure ;
- (ii) Zone agreement costs;
- (iii) Replication toolkit development;
- (iv) Such other purposes as the Combined Trusts Board may designate,consistent with the New Dawn City mandate.

(c) Proceeds from Digital Ecosystem Bonds issued for New Dawn City shall be allocated to:

- (i) Smart city technology deployment;
- (ii) Jowih Credits infrastructure;
- (iii) Technology integration from R&D Centers.

(d) **All bond proceeds for New Dawn City are subject to the Asset Lock (Article XXV) and may not be diverted to any other purpose without unanimous Combined Trusts Board approval and IAG certification.**

56.11 Core Article Status

This Article is designated as a Tier 2 Core Article under Article XIX.3. No amendment may:

- (a) Add new bond classes beyond the two permitted;
- (b) Increase the per-investor limit above \$1 million;
- (c) Permit the Foundation to take institutional debt of any kind.

ARTICLE LVII - THE JOWIH CITADEL AND HEADQUARTERS FRAMEWORK

Recital

The Foundation serves all fifty-four African nations equally. To fulfil its Mission effectively, the Foundation requires a permanent headquarters that is functionally neutral and insulated from the domestic politics of any single host State.

Accordingly, the Foundation shall establish the Jowih Citadel as a Tier 1 Neutral Zone on African soil under a Headquarters Agreement and such other legal instruments as may be required under applicable law and international practice. The Foundation does not seek to diminish host State sovereignty. It seeks functional neutrality, security, and continuity for its core Mission. The host State that agrees to host the Jowih Citadel shall be recognised as the Guardian of Africa's Neutral Headquarters.

New Dawn City and any other physical presence of the Foundation shall be established through separate bilateral agreements, treaties, frameworks, or project-specific instruments as appropriate.

57.1 Authority to Establish the Citadel

57.1.1 The Founder and the Combined Trusts Board are authorised to negotiate, approve, and conclude Headquarters Agreements, host State implementing legislation where required, and any ancillary instruments necessary for the establishment and operation of the Jowih Citadel as a Tier 1 Neutral Zone.

57.1.2 The Foundation may establish additional neutral or specially protected zones in other host States where necessary for operational redundancy, political neutrality, security, or Mission continuity, subject to separate agreements.

57.1.3 All such agreements shall be based on good faith, mutual benefit, respect for host State sovereignty, and protection of the Foundation's constitutional independence.

57.2 The Jowih Citadel - Permanent Headquarters

57.2.1 The Jowih Citadel shall be the permanent seat, registered office, and principal place of governance of the Foundation. Upon establishment of the Citadel, any temporary registered office, including any interim foreign registration arrangement, shall be replaced in accordance with the applicable legal transition documents.

57.2.2 The Citadel, including its designated premises and appurtenant grounds, shall enjoy functional inviolability to the fullest extent permitted by the Headquarters Agreement and applicable law. Entry by host State authorities shall require the prior written consent of the Steward President, except in circumstances expressly provided for in the Headquarters Agreement or required by applicable law.

57.2.3 The Citadel shall be subject to the Asset Lock under Article XXV and may not be sold, transferred, encumbered, expropriated, or repurposed in any manner inconsistent with the Mission or the Constitution.

57.2.4 The Foundation Constitution shall apply fully within the Citadel in respect of internal governance, the Asset Lock, intellectual property, operational continuity, and Mission-related functions. Host State law shall apply only to those matters expressly reserved to it under the Headquarters Agreement or otherwise required by applicable law.

57.3 Other Physical Presences - Separate Agreements and Frameworks

The Foundation may establish other physical presences, including but not limited to New Dawn City, regional offices, R&D Centres, Special Economic Zones, project sites, and related facilities, through separate bilateral agreements, treaties, frameworks, or project-specific instruments.

These may include, without limitation:

- (a) Host Government Agreements;
- (b) Special Economic Zone agreements;
- (c) Headquarters Agreements for regional offices;
- (d) Project-specific implementation agreements;
- (e) Stabilisation and expropriation protection clauses;
- (f) Data sovereignty and intellectual property frameworks;
- (g) Tax, customs, and fiscal treatment agreements;
- (h) Dispute resolution protocols providing for binding international arbitration;
- (i) Any other lawful arrangement necessary for Mission delivery.

All such arrangements shall respect host State sovereignty while protecting the Foundation's Mission, assets, personnel, data, and operational independence.

57.4 Core Protections

The Foundation shall seek to include the following protections, as appropriate, in all relevant agreements:

- (a) Stability of the legal, regulatory, fiscal, and administrative framework applicable to the relevant project or zone;
- (b) Protection against expropriation, nationalisation, or arbitrary deprivation;
- (c) Data sovereignty and confidentiality protections;
- (d) Asset Lock protections for Foundation-owned or Foundation-controlled core infrastructure;
- (e) Binding international arbitration for disputes;
- (f) Tax and customs treatment no less favourable than comparable lawful arrangements;
- (g) Expedited entry, residence, and movement arrangements for Foundation personnel where necessary for Mission delivery.

57.5 Host State Benefits

The host State of the Jowih Citadel shall receive:

The prestige of being recognised as the Guardian of Africa's Neutral Headquarters;

GDP boost from the advanced city of the future economy called The New Dawn City(*TND~City*) and 10% of total revenue from the City.

The right to host continental events and diplomatic gatherings associated with the Foundation's Mission;

57.6 Core Article Status

This Article LVII is designated a Tier 1 Core Article of the Constitution. No amendment shall eliminate:

- (a) the requirement for a Tier 1 Neutral Zone for the Jowih Citadel on African soil;
- (b) the functional inviolability and permanent status of the Jowih Citadel as the Foundation's principal headquarters;
- (c) the Asset Lock protection applying to core infrastructure governed by this Article.

Any amendment purporting to do any of the foregoing shall be void ab initio within the Foundation's constitutional order.

ARTICLE LVIII - MISSION-THREATENING ACTION AND INSTITUTIONAL PROTECTION

58.0 Status and Supremacy

- (a) This Article is designated a Tier 1 Core Article of the Constitution.
- (b) It shall be afforded the highest level of protection, enforcement priority, and interpretive weight within the internal governance framework of the Foundation.
- (c) No amendment, suspension, or reinterpretation of this Article shall be permitted except in accordance with Tier 1 amendment procedures under Article XIX.3.

58.1 Nature of the Offense

- (a) A Mission-Threatening Action constitutes the gravest internal breach of duty against the Foundation.
- (b) It shall be understood as any intentional or grossly negligent act or omission that directly or indirectly undermines, subverts, or places at severe risk the Mission, the Foundation's institutional integrity, or the long-term interests of the beneficiaries the Foundation serves.
- (c) Any Mission-Threatening Action shall be treated internally as a direct attack on:
 - (i) The Mission as defined in Article II;
 - (ii) The institutional integrity and constitutional order of the Foundation;
 - (iii) The safety, authority, and continuity of the Steward President, the Foundation CEO, and the Independent Auditor General (IAG);
 - (iv) The stability and security of all operational, strategic, and protected zones;
 - (v) The assets, intellectual property, and infrastructure of the Foundation.

58.2 Definition of Mission-Threatening Action

- (a) A Mission-Threatening Action shall mean any act or omission, direct or indirect, that intentionally or recklessly undermines, infiltrates, subverts, captures, or places at risk the Mission, its leadership, its assets, or its long-term objectives.
- (b) This includes, but is not limited to:
 - (i) Strategic sabotage of Foundation operations, assets, or projects;
 - (ii) Corruption, misappropriation, or unauthorized diversion of substantial resources, including amounts exceeding \$1,000,000 USD (or local currency equivalent);
 - (iii) External influence, capture, or coercion exercised over Foundation personnel, decision-making, or assets;
 - (iv) Concealed control, direction, or puppetry by any external actor;
 - (v) Concealment of material threats to the Foundation's Mission or operations;
 - (vi) Unauthorized disclosure, misuse, or weaponization of proprietary or sensitive information;
 - (vii) Exposure of leadership or core operational structures to harm, compromise, or unlawful access;
 - (viii) Any act constituting infiltration, capture, or unauthorized third-party control as defined in this Article.
- (c) "Recklessly or intentionally" shall be established through clear and convincing evidence gathered during an investigation.

58.3 Infiltration, Capture, and Misdirection

- (a) Joining or operating within the Foundation on behalf of, or under the unlawful direction of, a hostile or misaligned external entity constitutes a Mission-Threatening Action.
- (b) Infiltration is deemed complete upon entry with such intent, regardless of whether a subsequent harmful act is fully executed.
- (c) Unauthorized external control includes any situation where operational independence is nominal but direction, influence, or control is exerted by an undisclosed external actor.

58.4 Misprision and Reporting Obligations

- (a) Failure by any officer, trustee, or senior employee to report a known or reasonably suspected Mission-Threatening Action constitutes a serious breach of fiduciary and constitutional duty.
- (b) Any person subject to this Constitution who knowingly conceals, fails to report, or actively suppresses information regarding a Mission-Threatening Action shall be subject to disciplinary action and potential joint liability to the fullest extent permitted by applicable contract and host-state law.

58.5 Investigation and Determination

58.5A Independent Ad Hoc Investigative Panel

- (a) All internal investigations of suspected Mission-Threatening Actions shall be conducted by an Independent Ad Hoc Investigative Panel acting as an extraordinary fact-finding body.
- (b) The Panel shall:
 - (i) Be composed of independent experts with verified integrity, legal or forensic competence, and objectivity;
 - (ii) Be structurally insulated from internal management and executive influence;
 - (iii) Be constituted on a case-by-case basis and dissolved upon submission of its final report.
- (c) The Panel shall coordinate with the Independent Auditor General (IAG) except where the IAG is implicated or reasonably suspected of conflict or compromise.
- (d) The Panel shall have internal authority to:
 - (i) Access all Foundation records, physical facilities, electronic systems, and communications within the Foundation's legal control;
 - (ii) Require written statements and cooperation from all persons bound by Foundation contracts and governance policies;
 - (iii) Recommend the immediate temporary suspension of operational duties or system access pending investigation;
 - (iv) Direct Foundation legal counsel to apply to competent courts of host jurisdictions for urgent interim relief, including Mareva injunctions or asset-freezing orders, where lawful and necessary;
 - (v) Refer evidence, upon authorization by the Board, to host-state law enforcement or statutory regulatory bodies.

58.5B Non-Self Investigation Principle

No individual, body, or executive structure shall investigate itself or participate in panel deliberations regarding its own conduct.

58.5C Investigation Integrity

Any attempt by any officer or employee to influence, obstruct, delay, or interfere with an investigation under this Article constitutes a separate Mission-Threatening Action and grounds for summary contractual termination.

58.5D Determination

Determination of a Mission-Threatening Action shall be made by the Combined Trusts Board by not less than a three-quarters (3/4) supermajority vote of un-conflicted members present and voting.

58.5E Selection and Vetting of the Independent Panel

- (a) Panel members shall be selected from a pre-vetted registry of external legal, financial, and investigative professionals.
- (b) Candidates shall undergo mandatory conflict-of-interest screening prior to appointment.
- (c) Panel proceedings and evidence shall be protected under strict confidentiality protocols, subject to legal disclosure requirements under applicable law.

58.6 Governance Board Participation and Attendance

- (a) All non-conflicted members of the Combined Trusts Board are required to participate in deliberations and voting under this Article.
- (b) Absence is permitted only in cases of verified incapacity, force majeure, or formal conflict of interest.
- (c) Coordinated absence or deliberate refusal to participate intended to defeat a quorum or obstruct proceedings shall constitute a breach of governance duty and trigger an independent review under this Article.

58.7 Internal Sanctions, Civil Recovery, and Legal Jurisdiction

- (a) Any person determined by the Combined Trusts Board to have committed a Mission-Threatening Action shall face internal and civil sanctions to the maximum extent permitted by applicable contract and host-state employment or corporate law, including:
 - (i) Summary termination of employment, directorship, or official status with the Foundation;
 - (ii) Permanent disqualification from future association with the Foundation or its affiliates;
 - (iii) Enforcement of contractual clawback provisions regarding unvested benefits, discretionary bonuses, or incentives;
 - (iv) Civil litigation for full restitution of diverted assets and damages;
 - (v) Formal referral of the investigative findings to competent statutory law enforcement agencies and prosecutorial authorities.
- (b) Jurisdiction and Dispute Resolution:
 - (i) All civil governance disputes, asset recovery claims, or contractual breaches arising under this Article shall be referred to binding International Commercial Arbitration under recognized arbitration rules (such as LCIA, KIAC, or AFSA) as specified in the applicable employment agreement or trust deed.
 - (ii) Criminal acts, financial crimes, or breaches of local statutory law shall be referred to the competent law enforcement agencies and courts of the host state where the offense occurred, or any jurisdiction possessing lawful statutory jurisdiction over the offense or the offender.

58.8 Strategic Cooperation Exception

- (a) The Combined Trusts Board may, upon recommendation of the Independent Panel and by a 90% supermajority vote, enter into a settlement or cooperation agreement with a responding party.
- (b) Such agreement may reduce internal civil claims or alter administrative sanctions in exchange for full disclosure, asset recovery assistance, or evidence uncovering broader institutional compromise, provided such agreement does not violate local criminal or statutory reporting laws.

58.9 Whistleblower Safeguards and Incentives

- (a) Good-faith reporting of suspected Mission-Threatening Actions shall be strictly protected under the Foundation's Whistleblower & Ethics Policy.
- (b) Secure, confidential reporting channels shall be maintained by the IAG or the Independent Panel.
- (c) The Board may authorize a discretionary financial reward, consistent with local tax and financial regulations, for reports that lead directly to the successful recovery of stolen or misappropriated assets.
- (d) Knowingly false, malicious, or bad-faith accusations shall constitute grounds for internal disciplinary action and legal liability.

58.10 Statute of Limitations

To the fullest extent permitted by applicable civil and criminal law, internal governance proceedings, civil asset recovery claims, and formal law enforcement referrals under this Article shall not be subject to internal time limitations.

58.11 Emergency Defensive Measures

- (a) Where a Mission-Threatening Action presents an ongoing or imminent threat to physical safety, financial security, or critical IT infrastructure, the Steward President, CEO, or IAG may take immediate precautionary measures.
- (b) Emergency measures are strictly administrative and may include:
 - (i) Temporary administrative suspension of access to systems, bank accounts, and facilities;
 - (ii) Precautionary suspension of operational duties pending panel review.
- (c) All emergency measures must be formally documented and submitted to the Independent Panel and Board within fourteen (14) days for review and ratification.

58.12 Severability and Compliance with Local Law

If any provision of this Article is found by a court or arbitral tribunal of competent jurisdiction to be invalid, illegal, or unenforceable under applicable host-state law, such provision shall be severed or modified to the minimum extent necessary to render it enforceable, and the remaining provisions of this Article shall remain in full force and effect.

58.13 Core Article Status

This Article is designated as a Tier 1 Core Article under Article XIX.3 and may be amended only through the procedures therein.

ARTICLE LIX - JOWIH CREDITS

Recital

Jowih Credits are established as a stable, asset-backed digital utility bridge token. They are not a speculative cryptocurrency. They do not involve mining, staking, interest, yield, or dividends.

Across Africa, cross-border trade and remittances are constrained by limited access to major reserve currencies. This constraint creates friction like delays, high costs, and reduced economic activity, not because of any failure in the global financial system, but because of the structural reality of currency availability.

Jowih Credits are designed to provide a neutral, independently governed bridge infrastructure through which participating states, financial institutions, and approved payment providers may facilitate cross-border transactions on an equitable and interoperable basis.

The system is intended to support greater connectivity between national currencies and payment systems while respecting the monetary, financial, and institutional frameworks of each participating state. National currencies remain central to domestic economic activity, while the JOWIH Credit infrastructure provides an additional bridge for eligible cross-border transactions.

Through Credit-Routed FX and interoperable payment infrastructure, the system seeks to improve the efficiency and circulation of available currency liquidity across participating markets, facilitate trade and payments, and reduce unnecessary friction arising from fragmented currency and payment systems.

Participation is founded upon cooperation, mutual benefit, equal treatment, and respect for the sovereignty and financial systems of participating states.

The Foundation's primary economic model is the Treasury Engine; holding Credits as a stable, asset-backed store of value. The Foundation does not earn from transaction fees. Instead, it earns from the float generated by held Credits, which are invested in mission-aligned projects with all returns flowing to the Mission Fund. This positions the Foundation as a neutral infrastructure layer, not a competitor to partners.

Jowih Credits operate through a partner-only execution model. The Foundation issues and holds the credit. Partners handle ALL conversions. The Foundation does not operate any exchange, conversion, or execution service. This ensures the Foundation never competes with partners and remains purely the credit layer.

Credits exist solely in the bridge layer. They never enter the domestic economy. When Credits are used for domestic spending, partners convert them instantly to local currency in the background. This conversion is automatic, seamless, and invisible to the user. Partners handle the conversion at the point of spending.

Auto-Conversion is the default mode for all transactions. Holding Credits is optional. Credits are a bridge, not a currency. Jowih Credits shall be issued and operated in compliance with the Mauritius VAITOS Act 2021, FATF Recommendation 15, and applicable host country laws. The Foundation shall obtain and maintain Class S, Class O, Class M, and Class R licenses from the Mauritius Financial Services Commission, or such consolidated license classes as the FSC may permit.

Jowih Credits are designed to accelerate the African Continental Free Trade Area by providing a stable, low-cost, instant settlement layer for intra-African trade. They complement, rather than compete with, existing foreign exchange markets and payment systems.

59.1 Definitions

(a) "Jowih Credit" means the Foundation-issued, asset-backed digital utility bridge token.

(b) Jowih Credits are not legal tender, not a currency, and not a security under the Mauritius Securities Act 2005.

(c) Jowih Credits confer no ownership, voting, profit, interest, yield, or investment rights in the Foundation or any affiliated entity.

(d) "Jowih Ecosystem" includes New Dawn City, the Jowih COS, Foundation-owned assets and projects, spin-off companies, and approved partners.

(e) "PSPS" means Payment Service Provider Systems, including mobile money operators (e.g., M-Pesa, MTN, Airtel), banks, fintech payment gateways (e.g., Flutterwave, Paystack), card networks (Mastercard, Visa), global fintech platforms (PayPal, Stripe), and other licensed payment processors the Foundation may partner with.

(f) "High-Liquid Reserves" means cash, gold bullion, short-term government securities, and such other highly liquid assets as the Combined Trusts Board may designate, with a target allocation of not less than thirty percent (30%) and not more than fifty percent (50%) of total backing.

(g) "Foundation Assets" means current and future revenue streams from the Ecosystem, Foundation-owned companies, real estate off Zone and within Zones, ADFA projects, and any other high-value assets approved by the Combined Trusts Board, with a target allocation of not less than fifty percent (50%) and not more than seventy percent (70%) of total backing.

Provided that High-Liquid Reserves and Foundation Assets shall at all times sum to one hundred percent (100%) of total backing.

(h) "Partner Channels" means end user channels operated by PSPSs, banks, card networks, and fintech platforms for individuals, SMEs, governments, corporations, and institutional investors.

(i) "Flow Engine" means the Foundation's transaction layer where partners handle high-frequency cross-border flows (remittances, SME trade, platform payments) and earn their own margins.

(j) "Treasury Engine" means the Foundation's value-holding layer where Credits are held in the Foundation Treasury, allowing governments, institutions, and multiplayer to hold value because it is stable and asset-backed. The Foundation earns from the float generated by held Credits.

(k) "Auto-Conversion Mode" means the default mode where Credits convert instantly at FX layer from one currency to another local currency or internal from credit to local currency for domestic spending, and to preferred currency for cross-border receipt. This is the system's default behavior.

(l) "Holding Mode" means the optional mode where users may choose to hold Jowih Credits in their wallets for future use.

59.2 Purpose

Jowih Credits shall function as:

- (a) A stable bridge between African local currencies and foreign currencies, facilitating cross-border trade, remittances, and investment.
 - (b) A facilitator of low-cost, instant cross-border payments within Africa and globally, directly supporting the African Continental Free Trade Area (AfCFTA) by providing a reliable settlement layer for intra-African trade.
 - (c) A stable channel for global investors and diaspora to bring capital into Africa across all 54 countries easily increasing circulation of major currencies like USD, EUR, CNY to Africa.
 - (d) A complementary financial bridge infrastructure, that works alongside existing global and regional payment systems, offering an additional stable, fast, low-cost option for value transfer.
 - (e) A dual-engine model operating through partners who handle all conversions, while the Foundation focuses on the stable credit layer and treasury management, earning from the float generated by held Credits.
 - (f) The Foundation shall not earn from transaction fees. Its primary economic model is the Treasury Engine - holding Credits and investing the float in mission-aligned projects, with all returns flowing to the Mission Fund.
- The Foundation shall actively promote the use of national currencies for all domestic obligations, salaries, stipends, and local transactions. Jowih Credits shall not replace or compete with national currencies for domestic use. Credits never enter the domestic economy. They convert instantly to local currency for domestic spending.

59.3 Regulatory Compliance

The Foundation shall:

- (a) Obtain and maintain licenses from the Mauritius Financial Services Commission (FSC) under the VAITOS Act 2021 covering all its regulated activities, including:

(i) Class S (Virtual Asset Market Place) - License to operate the Foundation Exchange for matching orders and facilitating the exchange of Credits for fiat currency or other virtual assets;

(ii) Class O (Virtual Asset Wallet Services) - License to operate Jowih wallets, enabling the transfer of Credits between users;

(iii) Class M (Virtual Asset Broker-Dealer) - License required because the Foundation facilitates the exchange between fiat currency and Jowih Credits;

(iv) Class R (Virtual Asset Custodian) - License required for the safekeeping and administration of client virtual assets and/or instruments enabling control over such virtual assets.

Provided that the Foundation may apply for consolidated or combined license classes if the FSC permits such treatment, reducing regulatory duplication while maintaining full compliance.

- (b) Comply with FATF Recommendation 15 (new technologies and virtual assets) and all applicable AML/CFT requirements under the Financial Intelligence and Anti-Money Laundering Act (FIAMLA) 2002 (Mauritius) and the FSC's AML/CFT Handbook.
- (c) Maintain a physical office in Mauritius and ensure that business activities are directed and managed from Mauritius, as a matter of substance.
- (d) Never list Jowih Credits on any internal or external public cryptocurrency exchange for speculative trading.
- (e) Designate a senior executive or law firm, residing in Mauritius, responsible for regulatory compliance.
- (f) Cooperate with host country regulators where the Foundation operates exchange services, including obtaining equivalent licenses as required.
- (g) Maintain the minimum required unimpaired capital for each license class.
- (h) Segregate client funds from operational funds and maintain them in trust accounts as required by the FSC.
- (i) File annual audited financial statements with the FSC.

59.4 Reserve Backing

Jowih Credits shall be 100% asset-backed. The reserve shall be held in trust, subject to the Asset Lock (Article XXV) and quarterly audited. The reserve composition shall be:

- (a) High-Liquid Reserves (30-50% of total backing)

Consisting of:

- (i) Cash in major currencies;
- (ii) Gold bullion;
- (iii) Short-term government securities;
- (iv) Such other highly liquid assets as the Combined Trusts Board and Steward President may designate.

- (b) Foundation Assets (50-70% of total backing)

Consisting of:

- (i) Current and future revenue streams and services;
- (ii) Foundation-owned companies, Data Centers, R&D, and spin-off companies;
- (iii) Real estate and New Dawn City properties;
- (iv) ADFA projects: Foundation-owned or Joint projects (receivables and future cash flows);
- (v) Such other high-value assets as the Combined Trusts Board and Steward President may designate.

- (c) Allocation Adjustment

The Combined Trusts Board through the company responsible for Jowih Credits may adjust the allocation within the ranges specified in (a) and (b) based on market conditions and risk assessment, provided that:

- (i) High-Liquid Reserves shall never fall below 30% of total backing;
 - (ii) Foundation Assets shall never exceed 70% of total backing;
 - (iii) The reserve remains over-collateralized at a minimum ratio of 100% of Credits in circulation at all times.
- (d) Audit and Transparency

The IAG Departments shall audit the reserve quarterly. Audit results shall be published on the Public Dashboard (Article XXXV) within 30 days. Annual auditing may be done by the External Auditor Firm.

59.5 Jowih COS Hybrid Wallet and PSPS Partnership & Integrations

- (a) The Jowih Wallet shall partner with or integrate user PSPS accounts (mobile money, bank accounts, card networks, fintech wallets) into a single interface for respective countries to provide payment services in the Jowih COS and other PSPS-specific services to a broader user base. PSPSs shall retain full ownership of their customer relationships and data.
- (b) For local transactions within a country in the Jowih COS:
 - (i) The default payment method shall be the user's local currency via their chosen PSPS mini-wallets;
 - (ii) The Foundation through partners shall not force Credits for domestic transactions.
 - (iii) When a user selects pay with Credits for domestic spending, Credits convert instantly to local currency in the background through the partner.
- (c) For cross-border and global transactions:
 - (i) The preferred payment method in the Jowih COS shall be Jowih Credits to facilitate faster cross-border payments;
 - (ii) Users may choose alternative local and international currencies too directly.
- (d) The Foundation shall partner with PSPSs, banks, card networks, and fintech platforms to enable:
 - (i) Users to convert and spend Jowih Credits on bills, merchants, and external apps through existing partner infrastructure;
 - (ii) PSPSs, banks, card networks, and fintech platforms to integrate Jowih Credits Wallet APIs and earn fees, creating new additional revenue streams and settlements;
 - (iii) Partners handle the conversion of Credits to local currency at the point of domestic spending. This is their core role in the ecosystem.
- (e) The Foundation's Jowih COS company shall never compete with existing or future PSPSs, banks, card networks, or fintech platforms. The Foundation shall partner with them, driving new customers and new revenue to PSPSs, banks, card networks, and fintech platforms while extending Credit utility. This does not limit the Foundation from owning a bank. Therefore, the Jowih wallet shall never be redesigned in a way to do away with PSPSs, banks, card networks, and fintech platforms handling respective wallets they connect to the Jowih COS for user selections as primary wallets, as they will remain the default face of the Jowih Wallet and the backbone for transactions.
- (f) The Foundation shall not operate any fiat on-ramp or off-ramp services in any market. The Foundation's role is limited to the bridge layer (issuance, holding, and transfer of Credits). All conversions - retail and wholesale - are handled exclusively by partners. Partners with capacity may handle wholesale conversions. Partners may also route flows to Tier 1 institutions at their discretion. This provision ensures partners remain the default face of the Jowih Wallet and the backbone for all conversions.

59.6 Operational Model

- (a) The Foundation shall pay all salaries, stipends, and local obligations in the respective national currencies to boost local currency circulation.
- (b) The Foundation may pay contracts, ADFA disbursements, government partnerships, and investments in Jowih Credits.
- (c) Inside New Dawn City, residents and businesses may use local currency, but Credits are presumed for efficiency and stability. For domestic spending, Credits convert instantly to local currency in the background through partners.
- (d) Outside the Jowih Ecosystem, individuals, governments, and companies may voluntarily convert national currency into Jowih Credits via Partner Channels.
- (e) Dual-Mode Operation:
 - (i) Auto-Conversion Mode (Default): This is the default mode for all transactions. When a user sends funds from one currency to another, the system automatically converts to Jowih Credits for transfer and then to the recipient's chosen currency upon receipt. For domestic spending, Credits convert instantly to local currency in the background. This mode is designed for instant settlement, cross-border trade, remittances, bill payments, and everyday spending involving different currencies. Credits are minted and burned in real time. Reserve requirements are minimal.
 - (ii) Holding Mode (Optional): Users may choose to hold Jowih Credits in their wallets temporarily for six months. Credits are fully asset-backed and may be used for future payments, savings, or strategic purposes. The Foundation may utilize the float generated by held Credits for strategic investments, with all returns flowing to the Mission Fund or Treasury. Holding is optional, users are not required to hold Credits.
- (f) User Choice and Flexibility:
 - (i) Auto-Conversion is the default mode for all users.
 - (ii) Holding Mode is optional - users may choose to hold Credits, but are not required to.
 - (iii) Users may switch between modes at any time.
 - (iv) No user is compelled to hold Credits.
 - (v) For domestic spending, Credits always convert instantly to local currency in the background, regardless of mode.
- (g) Government and Partner Integration: The Foundation shall partner with PSPSs, banks, card networks, fintech platforms, and governments to enable seamless conversion between local currencies and Credits. Governments receive their tax share on all on-ramp and off-ramp transactions. PSPSs, banks, and fintech platforms earn fees on conversions and local transactions.

59.7 Fees, Government Tax Share, and Market Structure

The government tax share (both foreign governments overseas and local governments in Africa) recognizes that on-ramp and off-ramp transactions occur within each state's sovereign jurisdiction and contributes to the public revenue pool that funds development - a goal shared with the Foundation.

(a) Market Structure - Partner-Only Execution

Jowih Credits operates through a partner-only execution model:

- (i) The Foundation does not operate any exchange or conversion service. Partners handle ALL conversions - retail and wholesale.
- (ii) Wholesale Channel: Serves governments (treasuries), commercial banks, corporations, airports, airlines, institutional investors, and large partners with capacity. Partners set their own pricing based on the Foundation base rates.

(iii) Retail Channel: Serves individuals, SMEs, and everyday users through PSPSs (mobile money, banks, card networks, fintech platforms). Partners apply their margin on top of the Foundation base rates. There is no minimum transaction.

(iv) Partners as executioners do not hold Jowih Credits. They are conversion rails only. Their role is to convert Credits to local currency for domestic spending. But they can hold credits as clients in their partner wallet for their treasuries, investment and any other needs they have.

(v) Credits never enter the domestic economy. They are a bridge layer only. For domestic spending, Credits convert instantly to local currency through partners.

(b) Foundation Base Rates

(i) The Foundation does not charge any transaction fee on conversions. Partners set their own pricing based on the government tax base and their own margins.

(ii) The base rates for conversions are as follows:

(A) For wallet-to-wallet Jowih Credit transfers: 0% to 1% partner transaction fee. No government tax, as there is no realization event.

(B) For on-ramp and off-ramp conversions: 0% Foundation fee and 0.25% to 0.30% government tax, totaling 0.25% to 0.30% base.

(C) For auto-conversions involving local transaction using pay with credits method directly: 0% Foundation fee, 0.1% to 1% partner fee, and 0.1% to 0.30% government tax.

(iii) The base rates shall be published in the Operational Framework and may be adjusted by the Combined Trusts Board in accordance with the amendment requirements of this Article.

(c) Partner Margins

(i) Partners (PSPSs, banks, card networks, fintech platforms) may add a margin on top of the government tax base for conversions handled through their channels.

(ii) The maximum partner margin shall be 1.5% for on-ramp/off-ramp conversions and 0.1% to 1% for local transactions.

(iii) Partners may compete on margins. Partners earn the margin they add. Partners may decide to set tiers on transaction and apply different margins as per the market condition.

(d) Government Tax Remittance

(i) The government tax of 0.10%-0.30% on local transaction from credits direct or 0.25% to 0.30% on ramps is applied to the base rate.

(ii) The tax is withheld at the point of transaction by the partner.

(iii) The Foundation remits all government taxes to respective governments monthly, or immediately where infrastructure exists.

(iv) Partners are not responsible for tax remittance. The Foundation handles it.

(v) Governments receive auditable reports of all taxable transactions within their jurisdiction.

(e) Foundation Revenue Model

(i) The Foundation does not earn from transaction fees.

(ii) The Foundation's primary economic model is the Treasury Engine - holding Credits and investing the float generated by held Credits in mission-aligned projects.

(iii) All returns from float investments flow to the Mission Fund.

59.8 Holding and Conversion

(a) Jowih Credits earn no interest, yield, or dividends.

(b) Who Holds Credits:

(i) Jowih Credits are held in the Foundation Treasury as reserve backing and liquidity provision;

(ii) Individual users may hold Credits in their Jowih credit wallets for future use maximum six months;

(iii) Partners, Institutions, governments, and ADFA contractors may hold Credits too with agreements in case of extension;

(iv) Partners (PSPSs, banks, card networks, fintech platforms) connect to user's Jowih wallet through APIs. They are conversion rails only. Their role is to convert Credits to local currency for domestic spending.

(v) Holding Credits is optional. Auto-Conversion is the default.

(c) Recipients of Jowih Credits may hold them for a maximum of six (6) months. After six months, the holder is mandated to convert to local currency for domestic needs, with a grace period of one week for anyone who may have forgotten to do so.

(d) Premium Wallets dedicated between the Foundation and hospitals or Foundation and Country Pots under the AHF framework shall have a time limit of seven (7) days after the funds have been received.

(e) Conversion to local or foreign currency shall be available almost instantly through the Jowih Credits blockchain wallet in Partner Channels.

(f) The Foundation may extend the holding period for specific categories of holders (e.g., governments, commercial banks, institutional investors, ADFA contractors) by agreement, subject to anti-speculation safeguards.

(g) Jowih Credits are not an investment vehicle. The Foundation shall not market them as such.

59.9 AfCFTA and Continental Trade

Jowih Credits are specifically designed to accelerate the African Continental Free Trade Area (AfCFTA) by:

(a) Providing a stable, low-cost, instant settlement layer for intra-African trade.

(b) Enabling small and medium-sized enterprises (SMEs) to participate in cross-border trade much easier.

(c) Reducing the cost of cross-border payments and remittances from current levels to under 3%.

(d) Complementing the AfCFTA Payment and Settlement System by providing a digital bridge between the 54 national currencies of AfCFTA member states.

(e) Supporting the AU's Agenda 2063 goal of a fully integrated, prosperous, and peaceful Africa.

59.10 Data Sovereignty and Protection

(a) Cross-border settlement data shall be anonymized and aggregated.

(b) The Foundation shall not monetize or share individual transaction data without explicit user consent.

(c) Partnered PSPs, banks, card networks, and fintech platforms retain full ownership of their customer data.

59.11 Credit Valuation Framework

59.11.1 Valuation Principle

Jowih Credits ("Credits") shall operate under a structured valuation framework designed to ensure:

- Stability in everyday use
- Global interoperability
- Long-term monetary resilience

The valuation framework shall distinguish between:

- Operational pricing reference, and
- Underlying reserve backing

59.11.2 Primary Reference (Normal Conditions)

Under normal market conditions, Credits shall be valued using a United States Dollar (USD) reference:

1 Jowih Credit = 1 USD equivalent (for pricing and transactional purposes).

This reference shall:

- Serve as a unit of account only
- Facilitate ease of trade, settlement, and adoption
- Not constitute a dependency on USD for underlying value

59.11.3 Independence from Currency Anchors

Notwithstanding the USD reference:

- Credits shall remain fully asset-backed in accordance with Article 59.4
- The reserve shall be diversified across currencies, commodities, and real assets
- No single currency shall define or limit the intrinsic value of Credits

59.11.4 Contingency Valuation Framework (Re-anchoring Mechanism)

To ensure continuity under conditions of monetary instability, the system shall incorporate a Contingency Valuation Framework.

Under qualifying conditions, the valuation of Credits may transition from the USD reference to a Basket Reference Unit (BRU).

59.11.5 Basket Reference Unit (BRU)

The Basket Reference Unit shall represent a diversified valuation standard, which may include but is not limited to:

- (a) Percentages portion in diversified major currencies
- (b) Percentage portion in Gold or equivalent precious metals
- (c) Percentage portion in Asset Index, representing real-economy assets and productive value

The composition, methodology, and periodic adjustments of the BRU shall be determined by the Combined Trusts Board and Steward President, maintained in the Private Annex, and subject to audit and disclosure requirements.

59.11.6 Activation Conditions

The Contingency Valuation Framework may be activated upon the occurrence of defined market stress conditions, including but not limited to:

- Sustained instability or loss of reliability in USD valuation
- Severe disruption in foreign exchange markets
- Significant divergence among major reserve assets
- Systemic monetary or liquidity crises affecting pricing mechanisms

Such conditions shall be:

- Based on objective and verifiable indicators, and
- Evaluated using transparent and auditable data sources

59.11.7 Governance and Authorization

Activation of the BRU framework shall follow a structured governance process:

- Detection of qualifying conditions through system monitoring
- Review and recommendation by the Combined Trusts Board
- Final authorization by the Steward President

Emergency provisions may allow expedited activation where necessary to preserve system integrity.

59.11.8 Continuity and Non-Devaluation

Transition to the Basket Reference Unit shall:

- Constitute a change in valuation reference only
- Not result in loss of value for Credit holders
- Not affect balances, contracts, or obligations

All Credits shall continue to be fully backed and over-collateralized in accordance with Article 59.4.

59.11.9 Transparency and Disclosure

Upon activation:

- The BRU composition and methodology shall be publicly disclosed
- Valuation updates shall be communicated clearly to all stakeholders
- Ongoing reporting shall ensure transparency and confidence

59.11.10 Reversion to Primary Reference

The system may revert to USD-based valuation upon stabilization of market conditions, subject to the same governance, verification, and transparency standards.

59.12 FX Rate Integrity, Settlement Architecture & System Boundaries

59.12.1 Purpose

This Article establishes the principles governing:

- (a) Foreign exchange (FX) rate integrity
- (b) Transaction execution and rate protection
- (c) Blockchain-based settlement
- (d) System boundaries, controls, and security
- (e) Alignment with global financial systems

The objective is to ensure stability, transparency, and non-disruptive integration with existing monetary and FX frameworks.

59.12.2 Real-Time Market Alignment

(a) All currency conversions within the system shall be executed using real-time market exchange rates sourced from verified liquidity providers.

(b) The system shall not:

- Create synthetic exchange rates
- Fix or administratively determine currency values
- Operate parallel or alternative pricing systems

(c) All pricing shall remain fully aligned with:

- Licensed financial institutions
- FX liquidity providers
- National and international currency markets

59.12.3 Transaction Rate Lock Mechanism

(a) Upon initiation of any transaction, the applicable FX rate shall be immediately locked.

(b) The locked rate shall remain valid for a defined execution window, not exceeding sixty (60) seconds unless otherwise specified by system parameters.

(c) Once locked:

- The transaction shall be executed at the locked rate
- Subsequent market fluctuations shall not affect the transaction outcome

(d) Where a transaction is not completed within the validity window:

- The quote shall expire automatically
- A new rate shall be fetched
- User reconfirmation shall be required

59.12.4 Handling of FX Rate Fluctuations

(a) FX rate changes shall apply only to newly initiated transactions.

(b) Transactions in progress shall remain protected under the rate lock mechanism.

(c) The system shall ensure that:

- Volatility is isolated from users during execution
- Pricing remains predictable and transparent

59.12.5 Internal FX Consistency and Integrity Controls

(a) The system shall operate a unified FX rate engine across all corridors.

(b) All conversion legs, including:

- Local Currency to Credit (Entry)
- Credit to Local Currency (Exit)

shall remain synchronized and consistent.

(c) The system shall prevent:

- Rate mismatches between transaction legs
- Timing-based arbitrage opportunities
- Financial losses to liquidity partners arising from inconsistencies

59.12.6 Blockchain Settlement Layer in Governance OS

(a) The system shall utilize blockchain infrastructure strictly as a settlement layer.

(b) Blockchain usage shall be limited to:

- Transaction finality
- Record integrity and immutability
- Reduction of counterparty risk

(c) The system shall not:

- Use blockchain for speculative pricing
- Derive exchange rates from blockchain markets

(d) All transactions shall achieve near-instant settlement finality, subject to network conditions.

59.12.7 System Boundaries and Operational Role

(a) The Foundation shall operate exclusively at the settlement and coordination layer.

(b) The Foundation shall not:

- Participate in live FX trading
- Act as a market maker
- Set or influence exchange rates

(c) All FX pricing and liquidity provision shall remain the responsibility of external licensed partners.

59.12.8 Wallet, Access and Closed-Loop Controls

(a) All system wallets shall be tied to verified on-ramp and off-ramp partners.

(b) The system shall operate as a closed-loop financial environment.

(c) The architecture shall prevent:

- Arbitrage through VPN or location spoofing
- Unauthorized access to regional pricing differences

- External bypass of the \$200m limit FX under credits both in currency auto-conversion or wallet to wallet involving change in currency bases and regulatory controls

(d) Access and participation shall be subject to:

- Identity verification requirements
- Partner-level compliance enforcement

59.12.9 FX Market Compatibility

(a) The system shall operate within existing FX markets, not outside them. INcreasing currency circulation.

(b) Credit-Routed FX is designed to complement traditional FX by providing a faster, cheaper, and more accessible alternative for transactions under \$200M.

(c) The system shall preserve the role of:

Major global currencies, including USD

Institutional liquidity providers

National monetary systems

(d) The system shall not interfere with:

Macro-level FX pricing

Central bank policy mechanisms

International financial stability

(e) It shall seek to enable faster, stable and cheaper transactions for the lower FX market where there is friction.

(f) Transactions exceeding \$200M shall be routed through traditional FX markets and institutional liquidity channels.

59.12.10 Transaction Scope Limitation

(a) The system shall process transactions below a defined threshold of Two Hundred Million United States Dollars (USD 200,000,000) equivalent.

(b) Transactions exceeding this threshold shall be routed through:

- Traditional FX markets
- Institutional liquidity channels

(c) This limitation ensures:

- Preservation of macroeconomic stability
- Clear separation between operational layers

59.12.11 Economic and Systemic Impact

The architecture established under this Article shall:

(a) Accelerate intra-African currency movement

(b) Increase circulation of USD and major currencies within African markets

(c) Reduce friction in low-to-mid value cross-border transactions

(d) Enhance financial accessibility and efficiency

59.12.12 Principle of Non-Disruption

(a) The system shall function as an efficiency layer, not a replacement for existing financial systems.

(b) It shall:

- Reinforce global financial structures
- Maintain compatibility with international markets
- Avoid distortion of currency valuation mechanisms

59.13 Liquidity, Partner Roles & Spread Governance

59.13.1 Purpose

This Article establishes the framework governing:

(a) Liquidity provision within the system

(b) Roles and responsibilities of participating partners

(c) Spread application and margin distribution

(d) Risk allocation and sustainability of transaction flows

The objective is to ensure efficient liquidity access, fair partner participation, and stable system-wide economics.

59.13.2 Liquidity Provision Framework

(a) All transaction liquidity shall be provided by licensed and verified external partners, including:

- Financial institutions
- Payment service providers
- FX liquidity providers

(b) The system shall not act as a primary liquidity provider but shall:

- Coordinate access to partner liquidity
- Route transactions efficiently across available pools

(c) Liquidity shall be maintained across:

- Local currency corridors (e.g., NGN, KES, ZAR)
- Major global currencies (e.g., USD, EUR)

59.13.3 Role of Liquidity Partners

(a) Liquidity partners shall be responsible for:

- Providing executable FX rates
- Supporting on-ramp and off-ramp conversions
- Absorbing short-term FX exposure during transaction execution

(b) Partners shall operate under:

- Predefined service-level agreements (SLAs)
- Compliance with regulatory and licensing requirements

(c) Partners shall not:

- Manipulate pricing outside market-aligned ranges
- Exploit timing or system inefficiencies

59.13.4 Spread and Margin Structure

(a) Each transaction shall include a spread component, consisting of:

- Government tax (0.25% to 0.30% for on/off-ramp, 0.10% to 0.30% for local transactions)
- Partner margin, determined by liquidity providers

(b) The total transaction cost shall remain:

- Competitive with or lower than traditional cross-border alternatives
- Transparent and disclosed prior to transaction confirmation

(c) The Foundation does not charge any transaction fees.

59.13.5 Spread Governance Principles

(a) Spread application shall follow these principles:

- Transparency - all costs visible to users before execution
- Fairness - equitable distribution between partners and government
- Market alignment - spreads reflect real liquidity conditions

(b) A maximum spread threshold may be defined to:

- Prevent excessive pricing
- Protect end users
- Maintain competitiveness

(c) Partner margins shall remain flexible within controlled boundaries to:

- Encourage participation
- Reflect corridor-specific liquidity conditions

59.13.6 Internal Pricing Consistency

(a) The system shall enforce uniform pricing logic across all transaction legs.

(b) Entry and exit conversions shall be:

- Synchronized
- Derived from the same rate source and timing

(c) This prevents:

- Internal arbitrage
- Pricing discrepancies across corridors
- Unintended financial losses

59.13.7 Risk Allocation

(a) Short-term FX exposure arising from rate locking shall be borne by:

- Liquidity partners
- Supported by spread margins and execution speed

(b) The system shall minimize risk exposure through:

- Near-instant transaction settlement
- Efficient routing and netting mechanisms

(c) Users shall not bear intra-transaction FX risk once a rate is locked.

59.13.8 Incentive Alignment

(a) The system shall ensure that:

- Liquidity partners are economically incentivized to participate
- Margins remain sufficient to sustain liquidity provision

(b) Incentives shall promote:

- High availability of liquidity
- Competitive pricing
- Reliable execution across corridors

59.13.9 Liquidity Discipline and Limits

(a) Liquidity usage shall remain within defined operational limits, including:

- Transaction size thresholds (as defined in Article 59.12)
- Corridor-specific capacity constraints

(b) The system shall avoid:

- Over-reliance on single liquidity sources
- Concentration risk

(c) Diversified liquidity sourcing shall be maintained at all times.

59.13.10 Netting and Flow Optimization

(a) The system may implement internal netting mechanisms to:

- Offset opposing transaction flows
- Reduce external FX demand

(b) Netting shall:

- Improve efficiency
- Lower liquidity costs
- Reduce exposure for partners

(c) All netting operations shall remain consistent with:

- Market-aligned pricing
- Transparency and auditability requirements

59.13.11 Economic Impact

The framework established under this Article shall:

- (a) Enable sustainable liquidity across African and global corridors
- (b) Strengthen participation of local financial institutions
- (c) Reduce transaction costs through competitive spreads
- (d) Support scalable growth of cross-border financial activity

59.13.12 Interpretation

This Article shall be interpreted to ensure:

- Sustainable liquidity provision
- Fair and transparent pricing
- Protection of all ecosystem participants
- Long-term stability of the system

59.14 Core Article Status

This Article shall be interpreted to uphold:

- Transaction integrity
- Market alignment
- Partner protection
- System security
- Global financial compatibility

This Article LIX is designated as a Tier 1 Core Article under Article XIX.3.

No amendment may:

- (a) Remove the asset-backing requirement, or change the transaction percentages for more profit;
- (b) Introduce interest, yield, dividends, or speculative features;
- (c) Alter the bridge-only, non-competing nature of Jowih Credits;
- (d) Remove government revenue share on on-ramp and off-ramp conversions;
- (e) Convert Jowih Credits into a security or investment vehicle;
- (f) Eliminate IAG audit requirements;
- (g) Permit listing on external speculative cryptocurrency exchanges;
- (h) Reduce the reserve backing ratio below 100%;
- (i) Force Credits for domestic transactions;
- (j) Redesign Jowih Wallet in a way to do away with PSPs or banks as the default face;
- (k) Allow partners as executioner to hold Credits as an asset rather than acting solely as conversion rails;
- (l) Allow Credits to enter the domestic economy as a currency - Credits must always convert to local currency for domestic spending;
- (m) Change Auto-Conversion from the default mode;
- (n) Make Holding Credits mandatory - Holding must remain optional;
- (o) Operate any fiat on-ramp or off-ramp service - the Foundation shall not operate any conversion service;
- (p) Change the positioning of Jowih Credits from a complementary bridge that stimulates FX activity to a system that seeks to replace or compete with traditional FX markets;
- (q) Pin credits backing to a single currency;
- (r) Remove the need for BRU to value credits during crisis in the market;
- (s) Remove the governance or triggers set herein.

59.15 Severability

If any provision of this Article is held invalid, the remaining provisions shall remain in full force and effect. The Foundation shall seek to achieve the purpose of this Article through all lawful means.

ARTICLE LX - OPERATIONAL FRAMEWORK AND PRIVATE ANNEX

Recital

The Constitution establishes the foundational principles, governance, and limits for Jowih Credits. The detailed implementation of these principles requires a comprehensive Operational Framework that sets forth the specific mechanics, rates, procedures, and technical standards necessary for the day-to-day operation of Jowih Credits.

Jowih Credits operates through a partner-only execution model. The Foundation issues and holds the credit. Partners handle ALL conversions. The Foundation does not operate any exchange, conversion, or execution service.

The Foundation does not earn from transaction fees. Its primary economic model is the Treasury Engine - holding Credits and investing the float generated by held Credits in mission-aligned projects, with all returns flowing to the Mission Fund. The Operational Framework shall ensure that Credits remain a bridge layer only, never entering the domestic economy.

Auto-Conversion shall be the default mode for all transactions. Holding Credits shall be optional.

Certain operational details, including commercial terms with partners, pricing arrangements, and sensitive technical specifications, shall be maintained in a Private Annex to protect commercial confidentiality and competitive positioning.

60.1 Establishment

- (a) The Combined Trusts Board shall adopt, maintain, and publish a Jowih Credits Operational Framework (hereinafter "the Operational Framework") that implements the provisions of Article LIX of this Constitution.
- (b) The Combined Trusts Board shall also adopt and maintain a Private Annex to the Operational Framework (hereinafter "Private Annex") containing confidential operational details not suitable for public disclosure.
- (c) The Operational Framework shall be a public document, published on the Public Dashboard (Article XXXV), and accessible to all users, partners, governments, and regulators.
- (d) The Private Annex shall be restricted to the Combined Trusts Board, the Steward President, the IAG Departments, and such other persons as the Combined Trusts Board may designate.

60.2 Content

(a) Operational Framework (Public)

The Operational Framework shall include, but shall not be limited to:

- (i) Fee schedules and government tax remittance mechanisms;
- (ii) Partner integration standards, technical specifications, and onboarding procedures;
- (iii) Reserve management procedures, liquidity protocols, and settlement guarantee operations;
- (iv) User operational procedures, including wallet operations, conversions, and holding period enforcement;
- (v) Reporting schedules, transparency requirements, and audit protocols;
- (vi) Partner margin guidelines and competitive frameworks;
- (vii) Auto-Conversion default settings and user preferences;
- (viii) Procedures ensuring Credits never enter the domestic economy.

(b) Private Annex (Confidential)

The Private Annex may include, but shall not be limited to:

- (i) Specific commercial terms with individual PSPS, bank, card network, and fintech partners;
- (ii) Confidential pricing arrangements and revenue sharing percentages;
- (iii) Proprietary technical specifications and security protocols;
- (iv) Reserve composition details that could affect market stability if disclosed;
- (v) BRU composition and methodology details;
- (vi) Such other confidential matters as the Combined Trusts Board may designate.

60.3 Adoption and Amendment

(a) Operational Framework (Public)

- (i) The Combined Trusts Board shall adopt the initial Operational Framework within one hundred and eighty (180) days of the effective date of this Constitution.
- (ii) Amendments to the Operational Framework shall be subject to a two-thirds ($\frac{2}{3}$) supermajority vote of the Combined Trusts Board.
- (iii) Any amendment to the Operational Framework that would conflict with Article LIX or any other provision of this Constitution shall be null and void and subject to mission threatening action.

(b) Private Annex (Confidential)

- (i) The Combined Trusts Board shall adopt the initial Private Annex within one hundred and eighty (180) days of the effective date of this Constitution.
- (ii) Amendments to the Private Annex, including any part thereof, shall require a two-thirds ($\frac{2}{3}$) supermajority vote of the Combined Trusts Board.
- (iii) Any amendment to the Private Annex that would conflict with Article LIX, the Operational Framework, or any other provision of this Constitution shall be null and void and subject to mission threatening action.

60.4 Relationship to the Constitution

- (a) The Operational Framework and Private Annex are subordinate to this Constitution. In the event of any conflict, the Constitution shall prevail.
- (b) The Operational Framework and Private Annex shall be interpreted in a manner consistent with the purposes, principles, and provisions of this Constitution.
- (c) Nothing in the Operational Framework or Private Annex shall be construed to:
 - (i) Grant any ownership, voting, profit, interest, yield, or investment rights in the Foundation;
 - (ii) Permit the speculative trading of Jowih Credits;
 - (iii) Authorize the Foundation to compete with PSPSs, banks, card networks, or fintech platforms;
 - (iv) Undermine the non-speculative nature of Jowih Credits as set forth in Article LIX;
 - (v) Allow Credits to enter the domestic economy as a currency;
 - (vi) Change Auto-Conversion from the default mode;
 - (vii) Make Holding Credits mandatory;
 - (viii) Authorize the Foundation to operate any conversion service - the Foundation shall not operate any fiat on-ramp or off-ramp service.

60.5 Review and Audit

- (a) The Combined Trusts Board through the company responsible for Jowih Credits shall review the Operational Framework and Private Annex annually and may adopt amendments in accordance with Article 60.3.
- (b) The IAG Departments shall audit compliance with the Operational Framework and Private Annex as part of their regular audit functions.
- (c) Audit findings relating to the Private Annex shall be reported to the Combined Trusts Board and Steward President and shall remain confidential.

60.6 Confidentiality

- (a) The Private Annex and its contents shall be treated as confidential and shall not be disclosed except as required by law or as authorized by the Combined Trusts Board.
- (b) Any person granted access to the Private Annex shall be bound by a confidentiality obligation.
- (c) The Combined Trusts Board may declassify portions of the Private Annex and move them to the public Operational Framework if it determines that confidentiality is no longer required.

60.7 Core Article Status

This Article is designated as a Tier 1 Core Article under Article XIX.3 and may be amended only through the procedures therein.

Signatories:

Founder's Name: REUBEN ODUK

Effective Date : 06/10/2025

Signature :