

# **MASTER GOVERNANCE AND SERVICES AGREEMENT**

**Between the Council Exchange Board of Trade (CEBOT) and the  
Council Benefits Corporation (CBC)**

**Framework for Digital Governance, Operational Execution, Cross Border Compliance,  
and the Advancement of Trusted Economic Systems**

**Version:** MGSA v1.1

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**Jurisdiction:** Commonwealth of Virginia

**Prepared For:**

Institutional Partners  
Regulatory Bodies  
International Ministries  
Development Finance Institutions  
Diaspora Investment Platforms  
CEBOT Members and Governance Stakeholders

**Prepared By:**

Council Exchange Board of Trade (CEBOT)  
Council Benefits Corporation (CBC)

**Document Classification:**

Confidential Governance Instrument  
For Authorized Use Only

## **EXECUTIVE SUMMARY**

### **Master Governance and Services Agreement (MGSA) Between the Council Exchange Board of Trade (CEBOT) and the Council Benefits Corporation (CBC)**

The Master Governance and Services Agreement (MGSA) establishes the long term governance, operational, compliance, and economic framework that binds the Council Exchange Board of Trade (CEBOT) and the Council Benefits Corporation (CBC).

The Agreement reflects CEBOT's role as the standards-setting body and governance authority, and CBC's role as the Core Governance Hub responsible for operational execution, digital infrastructure, cross border engagement, and commercialization.

The MGSA enables both organizations to operate as an integrated but appropriately separated governance ecosystem, capable of supporting domestic and international programs, high scale economic development, digital identity and verification systems, export certification, applied research, and diaspora investment structures.

### **Strategic Purpose**

The purpose of the MGSA is to

- formalize the governance architecture that connects CEBOT's statutory, research, policy, and member benefit authorities to CBC's operational and technical capacity
- ensure stable, compliant, and transparent execution of governance systems, platforms, and programs
- establish a unified environment that supports cross border trade, export certification, and Smart Agreement enforcement
- codify the separation between governance (CEBOT) and execution (CBC), which is essential for market trust and future self regulatory organization readiness
- create a resilient and institutional framework capable of supporting Global Governance-as-a-Service initiatives, diaspora capital flows, and multilateral engagement

### **Governance Structure**

The MGSA creates a Joint Governance Council (JGC) that provides oversight, alignment, and decision-making authority across all programs and jurisdictions.

The JGC validates standards, monitors compliance, resolves disputes, and ensures both Parties operate consistently with the Governance-as-Alpha principles.

CEBOT defines governance standards, policy frameworks, research protocols, certification rules, and member benefit authority.

CBC deploys, operates, and manages the systems, workflows, and infrastructures required to operationalize those standards.

This separation strengthens institutional trust, protects against conflicts of interest, and ensures that governance rules remain independent from operational and commercial pressures.

### **Operational and IP Framework**

The Agreement includes a detailed Strategic Operating Agreement (SOA) and a Licensing and IP Transfer framework (LIPA).

Together they define

- exclusive operational rights granted to CBC
- governance and research rights retained by CEBOT
- joint intellectual property classification
- licensing, commercialization, and royalty arrangements
- escrow and emergency access rights that guarantee system continuity

The IP structure ensures that governance systems remain durable, auditable, and accessible even during leadership transitions or disputes.

### **Data, Technology, and Compliance Infrastructure**

The MGSA includes advanced data and systems governance requirements.

CBC must maintain

- secure identity verification systems
- Smart Agreement execution environments
- cross border compliance engines
- export certification modules
- multilingual and multi jurisdictional capabilities
- disaster recovery, cybersecurity, business continuity, and redundancy systems

CEBOT maintains oversight of data governance, research integrity, and global compliance rules.

Together, the Parties maintain full alignment with domestic and international regulatory frameworks.

### **Risk, Audit, and Financial Accountability**

The Agreement includes robust risk management provisions that address

- governance risk
- system security
- cross border compliance
- export and trade integrity
- financial accuracy
- Senior Fellow performance verification
- Unity Fund alignment

Financial governance obligations require annual independent audits, quarterly reviews, revenue allocation controls, international transaction compliance, and transparent reporting.

Misrepresentation, non compliance, or system failures are subject to structured sanctions under Section 21.

### **International Engagement and Cross Border Authority**

The MGSA positions the CEBOT–CBC ecosystem for cross border operations by

- defining international authority allocation
- enabling digital governance deployment in foreign markets
- establishing international compliance requirements
- supporting diaspora investment platforms
- integrating with universities, ministries, cooperatives, and development institutions
- ensuring multi jurisdictional data and financial compliance
- mandating global system interoperability

This section ensures that governance and operational functions remain stable across borders and maintain credibility with international partners.

### **Member Rights and Institutional Integrity**

Members retain rights related to benefit access, privacy, transparency, grievance procedures, and participation in governance when appropriate.

CEBOT safeguards member benefit authority, while CBC manages benefit delivery

systems.

Both Parties commit to fairness, accountability, and protection of member data and participation.

### **Continuity, Successorship, and Long Term Stability**

The MGSA ensures stability through

- detailed authority succession rules
- continuity obligations during leadership or structural changes
- emergency governance powers
- IP escrow and emergency access
- disaster recovery protocols
- cross border disruption procedures

These provisions protect the governance ecosystem, its members, and its international partners regardless of transition or crisis.

### **Unified Governance Ecosystem**

The Master Governance and Services Agreement binds CEBOT and CBC into a unified governance ecosystem structured for

- institutional credibility
- cross border scalability
- investor confidence
- digital governance enforcement
- export certification integrity
- diaspora capital mobilization
- future SRO readiness

It establishes the foundation for a next generation governance infrastructure designed to accelerate economic development, drive performance accountability, and ensure trusted digital trade.

## **SECTION 1. DEFINITIONS AND INTERPRETATION**

This Section establishes the defined terms, interpretive rules, and document hierarchy governing this Master Governance and Services Agreement (MGSA).

Clear definitions ensure consistency, enforceability, and compliance across domestic and international jurisdictions.

Capitalized terms shall have the meanings assigned below unless context requires otherwise.

### **1.1 Defined Terms**

For purposes of this Agreement, the following terms have the meanings indicated.

#### **“Agreement”**

This Master Governance and Services Agreement, including all Sections, Annexes, Schedules, and Exhibits.

#### **“Annex” or “Annexes”**

Supplementary documents attached to this Agreement that define standards, protocols, models, classifications, or procedures. Annexes are integral to this Agreement.

#### **“CBC”**

The Council Benefits Corporation, a Virginia corporation responsible for operational execution, systems deployment, digital governance infrastructure, cross border program delivery, and commercialization under this Agreement.

#### **“CEBOT”**

The Council Exchange Board of Trade, a Commonwealth of Virginia nonstock corporation that serves as the governance authority, research institution, policy body, and standards setting organization under this Agreement.

#### **“Confidential Information”**

All proprietary, sensitive, governance, operational, technical, financial, or research information disclosed by one Party to the other, as further defined in Section 13.

**“Cross Border Activities”**

Any program, transaction, system deployment, certification process, data transfer, or engagement performed in or between jurisdictions outside the United States or involving multiple regulatory regimes.

**“Data Governance Framework”**

The integrated standards, rules, controls, and procedures established by CEBOT and implemented by CBC to ensure data integrity, security, privacy, compliance, and jurisdictional control.

**“Digital Governance Systems”**

All platforms, modules, algorithms, identity frameworks, verification engines, Smart Agreements, compliance workflows, and digital infrastructures deployed or operated by CBC to execute CEBOT governance.

**“Effective Date”**

The date on which this Agreement is executed by both Parties as indicated in the signature block.

**“Emergency Access”**

Temporary access rights to critical IP, systems, or governance assets granted under Section 26 to ensure continuity during crises, disputes, or system disruptions.

**“Executive Personnel”**

Individuals authorized by either Party to make binding decisions, approve governance or operational actions, or execute obligations under this Agreement.

**“Export Certification”**

Any verification, compliance, or documentation process required by CEBOT governance standards and executed through CBC’s systems to support export readiness or international trade.

**“Governance Standards”**

All rules, policies, protocols, frameworks, guidelines, algorithms, and compliance requirements established by CEBOT.

**“Intellectual Property” or “IP”**

All governance frameworks, systems, research materials, software, algorithms, data structures, documentation, and proprietary assets described in Section 6.

**“Joint Governance Council” or “JGC”**

The cross functional governance oversight body established under Section 4 to ensure alignment, resolve disputes, validate standards, and oversee compliance.

**“Joint IP” or “Jointly Developed IP”**

Intellectual property created collaboratively by the Parties and governed under Section 6.

**“Licensing”**

The authorized use, deployment, or commercialization of Intellectual Property granted by one Party to the other, including related fees, royalties, terms, and restrictions.

**“Member” or “Members”**

Individuals, organizations, cooperatives, institutions, businesses, or government entities recognized as members of CEBOT and eligible for benefits or programs.

**“Party” or “Parties”**

CEBOT and CBC individually or collectively.

**“Programs”**

All governance, operational, certification, export, research, workforce, innovation, or cross border activities executed pursuant to this Agreement.

**“Smart Agreement”**

Digitally enforced contractual logic, workflow automation, or structured verification processes embedded within CBC systems to ensure adherence to CEBOT governance standards.

**“Unity Fund”**

A structured governance-aligned fund supporting Senior Fellow performance incentives, long term economic participation, and ecosystem value sharing, referenced herein only for alignment with governance, reporting, and compliance requirements.



## **“Verification Data”**

Any data, record, audit log, metric, or compliance output generated through program execution, digital governance systems, or Smart Agreements.

## **1.2 Rules of Interpretation**

The following rules govern interpretation of this Agreement.

### **1. Singular and Plural**

Words in the singular include the plural and vice versa.

### **2. Gender Neutrality**

Words of any gender include all genders.

### **3. Inclusive Meaning**

“Including” means “including without limitation.”

### **4. Headings**

Headings are for convenience only and do not alter meaning or interpretation.

### **5. References to Laws or Standards**

References to laws, regulations, or standards include all amendments, replacements, or successors.

### **6. Hierarchy of Documents**

If there is a conflict

- this Agreement controls over Annexes
- Annexes control over Schedules
- Schedules control over Exhibits

unless an Annex expressly overrides a specific clause.

### **7. System References**

References to systems, algorithms, verification tools, or digital infrastructure refer to those operated by CBC unless CEBOT is explicitly designated as the operator.

## **8. Neutral Construction**

This Agreement shall not be construed against either Party based on authorship.

## **9. Binding on Successors**

All obligations apply equally to successors, assigns, and organizational heirs of each Party.

## **10. Time Calculations**

All references to days refer to calendar days unless stated otherwise.

## **1.3 References, Annexes, Schedules, and Exhibits**

### **A. Incorporation by Reference**

All Annexes, Schedules, and Exhibits form part of this Agreement and are legally binding.

### **B. Precedence**

If discrepancies arise

- the Agreement governs
- Annexes refine or detail obligations
- Schedules and Exhibits support Annexes

### **C. Addition of New Annexes**

New Annexes may be added by mutual written agreement and JGC approval without requiring a full amendment of the Agreement.

### **D. Governance Role of Annexes**

Annexes may include

- governance standards
- licensing and royalty models
- IP inventories
- data governance protocols
- compliance frameworks
- Smart Agreement schemas
- performance metrics and KPIs
- innovation contribution procedures

## **E. Updating Mechanisms**

Updates to Annexes require

- written approval from both Parties
- documentation in the revision log
- oversight by the Joint Governance Council

## **F. Accessibility**

All referenced documents shall be accessible to both Parties via a secure, mutually approved repository.

## **SECTION 2. PURPOSE, SCOPE, AND PRINCIPLES OF COLLABORATION**

### **2.1 Purpose of the MGSA**

The purpose of this Master Governance and Services Agreement is to establish the formal governance, operational, and collaborative framework between the Council Exchange Board of Trade (CEBOT) and the Council Benefits Corporation (CBC).

This Agreement clarifies the relationship between the Parties, defines their respective authorities, and sets forth the rights and responsibilities that enable the delivery of member benefits, economic development programs, governance services, trade infrastructure, and institutional engagement across domestic and international jurisdictions.

This Agreement ensures that CEBOT's statutory powers, member benefit authorities, research capability, and governance responsibilities are operationalized, executed, and scaled through CBC's systems, platforms, and operational infrastructure.

The MGSA creates a long term, durable structure that mitigates risk for members, partners, investors, and institutions interacting with either Party.

### **2.2 Mission Alignment Between CEBOT and CBC**

CEBOT and CBC share a common mission to strengthen the economic competitiveness, technological advancement, and global integration of minority technology enterprises, their partners, and their aligned institutions.

The Parties acknowledge that successful execution of this mission requires unified standards, coordinated governance, and technology enabled systems that ensure transparency, accountability, performance, and trust across all programs and engagements.

Mission alignment includes

- common governance standards
- shared research foundations
- coordinated engagement in domestic and global economic arenas
- unified representation in trade and policy environments
- long term commitment to economic mobility and minority participation in global markets

This Agreement ensures that CEBOT's mission is advanced through CBC's operational capacity, digital governance systems, and compliance infrastructure.

## **2.3 Governance as Alpha Operating Principles**

The Parties operate according to Governance as Alpha, the principle that governance, when digitized, standardized, and enforced as infrastructure, is a generator of economic performance.

The Parties agree that the following principles will guide all joint activities.

- governance precedes execution
- transparency and traceability are required across all programs
- compliance is embedded into digital workflows
- standards are applied consistently across domestic and international engagements
- data integrity and verifiable performance are required for trust
- governance cannot be influenced by commercial or operational bias
- systems must scale to support diaspora capital and institutional participation

These principles define how CEBOT establishes standards and how CBC operationalizes them.

## **2.4 Strategic Objectives**

The strategic objectives of this Agreement are to

- operationalize CEBOT's statutory powers, member benefit authorities, and governance mandates
- enable CBC to execute, deploy, and scale programs aligned with these authorities
- build a governance and compliance environment capable of institutional recognition and future SRO readiness
- support domestic and international economic development initiatives tied to CEBOT members and partners
- ensure investment grade systems for diaspora engagement and cross border trade
- standardize the delivery of member benefits through systems, tools, and digital infrastructures managed by CBC
- create verifiable mechanisms for program performance, oversight, and reporting
- protect intellectual property, data, and governance assets across the ecosystem

Together these objectives ensure a stable, scalable, and credible foundation for the Parties' long term collaboration.

## **2.5 Scope of Engagement**

This Agreement governs the full scope of collaboration between CEBOT and CBC, including

- execution of governance systems and workflows
- deployment and commercialization of digital governance, trade, and compliance platforms
- support for workforce development, research, member benefits, certification programs, and policy initiatives
- cross border engagement, export programs, and international economic development
- licensing and use of intellectual property, data, research, and technology assets
- governance support for investor, donor, and diaspora capital participation
- delivery of benefits authorized by CEBOT's Articles of Incorporation
- joint governance activities conducted through committees, councils, and working groups
- interoperability between standards, systems, and partner institutions

Nothing in this Agreement prevents either Party from engaging in activities consistent with its mission, provided such activities do not conflict with the governance structures and operational authorities defined herein.

## **SECTION 3. ROLES AND RESPONSIBILITIES OF THE PARTIES**

This Section defines the formal roles, authorities, and responsibilities of the Council Exchange Board of Trade (CEBOT) and the Council Benefits Corporation (CBC).

These roles reflect CEBOT's statutory powers, governance authority, and member mandate, and CBC's operational, technological, and compliance responsibilities. Together, they create a unified environment that supports high integrity governance, transparent execution, and scalable economic development across domestic and international markets.

### **3.1 CEBOT Responsibilities**

CEBOT retains all responsibilities related to **policy, standards, governance authority, and research-based mandates** assigned through its Articles of Incorporation and member charter.

CEBOT's responsibilities include the following.

#### **1. Governance Standards and Oversight**

CEBOT establishes governance frameworks, policy standards, ethical guidelines, and verification rules that govern all member programs, trade engagements, research initiatives, and export development activities.

#### **2. Member Benefit Authority**

CEBOT defines the scope, quality, and eligibility criteria for member benefits, consistent with the Benefit Matrix derived from its statutory powers.

#### **3. Research and Innovation Authority**

CEBOT conducts and directs applied research, academic partnerships, strategic studies, workforce initiatives, and technology development activities that strengthen member competitiveness.

#### **4. Policy and Advocacy Authority**

CEBOT leads policy engagement, national advocacy, regulatory alignment, and representation before government, standards bodies, and global organizations.

#### **5. Governance of Joint Programs**

CEBOT retains final authority regarding governance requirements for domestic and international activities, including cross border partnerships and export readiness programs.

## **6. Safeguarding of Mission and Values**

CEBOT ensures that all programs delivered through CBC align with CEBOT's mission, member interests, and long term economic development goals.

## **7. Approval of Core Frameworks**

CEBOT approves governance protocols, performance frameworks, certification standards, and oversight mechanisms implemented by CBC.

## **8. Protection of Intellectual Property and Research Assets**

CEBOT safeguards its governance models, data, research materials, methodologies, and policy frameworks through licensing, IP controls, and cooperative agreements defined in this MGSA.

### **3.2 CBC Responsibilities**

CBC serves as the **operational, technology, commercialization, and compliance execution entity** for the governance systems and benefit programs defined by CEBOT. CBC's responsibilities include the following.

#### **1. Systems Deployment and Operations**

CBC develops, deploys, and maintains the platforms required to execute governance standards, including Governance as a Service, TradeBridge, data governance systems, verification engines, and export compliance tools.

#### **2. Program Execution**

CBC operationalizes CEBOT's programs, including benefit delivery, workforce development, innovation initiatives, trade certification, diaspora engagement programs, and cross border executions.

#### **3. Compliance and Monitoring**

CBC manages compliance workflows, monitors performance, ensures adherence to governance rules, and enforces reporting obligations.

#### **4. Digital Identity and Member Engagement**



CBC maintains identity systems, secure member access, benefit administration systems, and event execution platforms aligned with CEBOT requirements.

## **5. Data Management and Reporting**

CBC governs program data, supports audit trails, manages data integrity, and provides reporting to CEBOT and global partners under structured standards.

## **6. Commercialization and Technology Transfer**

CBC commercializes GaaS, TradeBridge, and other CEBOT authorized assets, subject to licensing rules, revenue-sharing models, and governance oversight.

## **7. Capacity Building**

CBC ensures adequate staffing, technological readiness, cross border capability, and organizational maturity to support institutional, diaspora, and global partner demands.

## **8. Protection of CEBOT Intellectual Property**

CBC manages, licenses, and protects CEBOT's IP within the rules of the Licensing and IP Transfer Agreement and ensures all derivative works comply with governance standards.

### **3.3 Joint Responsibilities**

CEBOT and CBC share responsibility for activities requiring coordinated governance and operational alignment. Joint responsibilities include the following.

#### **1. Strategic Planning and Prioritization**

Collaboration on multi year strategies, program priorities, international engagements, innovation pipelines, and member benefit development.

#### **2. Governance Reviews**

Joint review of governance standards, performance frameworks, compliance protocols, and audit requirements.

#### **3. Economic and Policy Engagement**

Coordinated participation in national, diaspora, and international economic development partnerships, global trade missions, and policy dialogues.

#### **4. Quality Assurance and Verification**

Shared responsibility for validating program outcomes, ensuring governance alignment, and maintaining institutional credibility.

#### **5. Member and Partner Communication**

Unified communication channels for members, partners, institutions, and global stakeholders regarding program delivery and governance processes.

#### **6. Conflict Prevention and Risk Mitigation**

Joint monitoring of operational, governance, and cross border risks, including proactive mitigation strategies.

### **3.4 Standard of Performance**

Each Party agrees to perform its obligations under this Agreement in a manner that reflects:

- professional and ethical conduct
- compliance with applicable laws and regulations
- adherence to governance standards
- operational transparency and reporting discipline
- data integrity and security
- readiness for institutional and cross border engagements
- continuous improvement in alignment with Governance as Alpha

Both Parties must maintain capacities appropriate to their roles, the expectations of members, and the requirements of partnered institutions and global stakeholders.

### **3.5 Prohibited Actions and Non Interference Provisions**

The Parties agree that the following actions are prohibited.

#### **1. Unauthorized Overreach**

Neither Party may interfere with the role, authority, or operational responsibilities of the other Party, as defined in this Agreement.

## **2. Impairment of Governance or Systems**

Neither Party may take actions that impair the function, integrity, or availability of governance standards, digital systems, technologies, or compliance frameworks.

## **3. Circumvention of Processes**

Neither Party may circumvent governance processes, reporting rules, verification standards, or joint governance structures.

## **4. Conflicting Agreements**

Neither Party may enter agreements that directly conflict with the MGSA, its annexes, or the governance frameworks established by the Parties.

## **5. Inconsistent Representations**

Neither Party may misrepresent its authority, roles, or responsibilities to members, partners, investors, or international institutions.

These protections ensure stable, predictable execution and protect stakeholders from governance drift or operational inconsistency.

## **SECTION 4. GOVERNANCE STRUCTURE**

This Section establishes the formal governance structures that define how CEBOT and CBC jointly oversee programs, coordinate standards, make decisions, and manage compliance obligations under this Agreement.

The Parties agree that governance must remain independent from commercial influence, transparent in operation, and accountable to the standards defined by CEBOT and executed by CBC.

The governance structure described herein supports domestic and international operations, the management of digital systems, and readiness for future regulated-market and SRO trajectories.

### **4.1 Joint Governance Council (JGC)**

The Parties establish a Joint Governance Council as the central body responsible for oversight of the governance frameworks, policies, and operational alignment between CEBOT and CBC.

The JGC shall

- review and approve governance standards
- monitor compliance with this Agreement
- oversee implementation of programs and benefit delivery
- review system performance, reporting, and audit results
- review cross border readiness and international engagements
- approve changes to governance frameworks, metrics, and verification rules
- ensure alignment with CEBOT's mission and CBC's operational capacity

### **Composition**

The JGC consists of representatives appointed by both Parties.

- CEBOT shall appoint governance, research, and policy representatives.
- CBC shall appoint operational, systems, and compliance representatives.

The JGC may include non-voting advisors such as Senior Fellows, international partners, academic institutions, or subject matter experts.

## **Meetings**

The JGC shall meet regularly, no fewer than four times per year, and may convene additional meetings as required for cross-border engagements, compliance reviews, or program milestones.

## **4.2 Voting Rights and Decision Making**

Decision making authority within the JGC shall follow a balanced governance model ensuring neither Party dominates the decision process.

### **Voting Structure**

- Each Party shall receive equal voting representation.
- Decisions require a simple majority unless otherwise stated.
- Governance-critical items require unanimous approval or explicitly defined supermajority rules.

### **Areas Requiring Unanimous or Supermajority Approval**

- amendments to governance frameworks
- approval or modification of member benefit standards
- approval of cross border program governance
- IP licensing rule changes
- data governance protocol changes
- crisis management activations
- changes to verification or certification standards
- adoption of new compliance requirements

### **Operational-Matter Delegation**

The JGC may delegate certain operational decisions to CBC where appropriate, provided such delegation does not modify governance standards defined by CEBOT.

## **4.3 Committees and Working Groups**

The JGC may establish committees and working groups to support specialized areas of governance and operations. These may include:

- Governance Standards Committee
- Data Governance and Integrity Committee
- Export Compliance and TradeBridge Committee
- Technology and Systems Oversight Committee
- Member Benefits and Certification Committee
- International Engagement and Cross Border Committee
- Crisis Response and Continuity Committee
- Research and Innovation Review Committee
- Senior Fellow Performance and Verification Committee

Each committee shall operate under written charters approved by the JGC.

#### **4.4 Dispute Resolution Pathways**

The Parties agree that disputes relating to governance standards, operational authority, performance concerns, or the interpretation of this Agreement shall follow a structured, multi-tier resolution path.

##### **Internal Path**

- Step 1: Issue raised within appropriate committee.
- Step 2: Escalation to the JGC with documented findings.
- Step 3: Formal JGC review and vote.

##### **Mediation**

If the JGC cannot resolve the issue, the Parties shall submit the matter to mediation with a mutually agreed facilitator.

##### **Arbitration**

If mediation is unsuccessful, the dispute shall be resolved through binding arbitration consistent with Section 15 of this Agreement.

No Party may withhold services, obstruct systems, alter governance frameworks, or impair program delivery during the dispute process.

#### **4.5 Review and Amendment of Governance Policies**

CEBOT's governance standards and the operational policies implemented by CBC shall undergo continuous review to ensure alignment with emerging best practices, international requirements, and the evolving needs of members and partners.

### **Review Requirements**

- Annual review of governance and compliance standards.
- Periodic evaluation of cross border protocols, digital systems, and reporting frameworks.
- Review of member benefit delivery and system performance.
- Verification of alignment with CEBOT's Articles of Incorporation and mission.

### **Amendments**

- Proposed amendments must be documented and submitted to the JGC.
- No amendment may diminish CEBOT's authority or impair CBC's delegated operational rights.
- Amendments require JGC approval according to defined voting rules.
- Changes affecting international frameworks or certification standards may require external expert consultation.

All approved amendments shall be incorporated into this Agreement through addenda or updated annexes.

## **SECTION 5. STRATEGIC OPERATING AGREEMENT (SOA) COMPONENT**

This Section establishes the operational authorities delegated by CEBOT to CBC, the standards that govern execution, and the systems, reporting, and compliance requirements that ensure disciplined, transparent, and institutionally credible implementation of CEBOT's governance and member benefit mandates.

The Parties acknowledge that CEBOT, as a standards-setting body, must remain independent from operational and commercial influence, while CBC, as the Core Governance Hub, must have full capacity to execute systems, programs, and digital governance workflows in a manner consistent with CEBOT policy. This separation of authority supports the Parties' long term objective of building regulated market credibility and future SRO readiness.

### **5.1 Operational Delegation to CBC**

CEBOT delegates to CBC the authority to manage, execute, and operationalize all systems, services, programs, and digital infrastructures required to deliver CEBOT's governance standards, member benefits, export programs, and domestic or international engagements.

Operational delegation includes

- deployment and management of Governance as a Service
- administration of TradeBridge and related compliance systems
- management of digital identity, verification, and access control frameworks
- execution of member benefit delivery systems
- facilitation of export readiness, certification, and compliance workflows
- support for workforce, research, and innovation programs
- management of event, convening, and communication platforms
- administration of cross border program infrastructure

CBC acts as the exclusive operational authority for execution unless otherwise specified in writing by CEBOT.



## **5.2 Program Execution Rights**

CBC is authorized to operate programs that CEBOT establishes or approves, including but not limited to

- economic development initiatives
- member benefit and service delivery
- digital governance ecosystem management
- export ecosystem programs
- cross border partnership implementation
- research translation and applied program operations
- digital monitoring, evaluation, and reporting systems
- capacity building and training activities

CBC shall execute all programs according to CEBOT standards and governance protocols, ensuring transparent and measurable outcomes across all engagements.

## **5.3 Performance Monitoring and Metrics**

CBC shall operate under performance metrics defined or approved by CEBOT. These metrics may include

- system uptime and performance
- compliance adherence rates
- verification and audit accuracy
- program throughput and cycle time
- cross border readiness levels
- export certification and validation indicators
- member satisfaction and benefit utilization
- reporting quality and timeliness

Metrics shall be documented in Annex F, Performance Metrics and KPIs, and may be updated by the Joint Governance Council.

CBC shall maintain dashboards, reporting tools, and data integrity processes necessary to demonstrate compliance with all performance requirements.

## **5.4 Operational Reporting Requirements**

CBC shall provide structured reporting to CEBOT and the Joint Governance Council, including

- quarterly governance and performance reports
- annual system integrity reports
- export and cross border activity summaries
- verification, audit, and compliance reports
- data governance and cybersecurity status updates
- member benefit delivery reports
- innovation pipeline and technology evolution summaries

All reports must adhere to standards defined in Annex C, Governance Standards and Compliance Protocols.

### **5.5 Quality Assurance and Compliance Standards**

CBC shall implement and enforce quality assurance standards aligned with CEBOT governance frameworks. Requirements include

- documented procedures for every program and workflow
- adherence to verification, certification, and compliance rules
- audit trails and immutable data retention
- monitoring and continuous improvement processes
- internal quality controls for cross border engagement
- adherence to domestic and foreign regulatory requirements

Quality assurance standards are mandatory and non negotiable.

### **5.6 Operational Continuity Obligations**

CBC must maintain the staffing, systems, technology capacity, and operational readiness necessary to execute CEBOT programs across domestic and international jurisdictions.

Continuity obligations include

- disaster recovery and business continuity planning
- system redundancy and backup protocols
- staff competency and training requirements
- succession planning and organizational stability
- crisis management protocols aligned with Section 25
- protection against operational disruption during disputes

CBC shall notify CEBOT of any material operational risk that may impair program execution.

## **5.7 Non Competition and Exclusivity Standards**

CBC shall serve as the exclusive operational and systems execution entity for programs governed by CEBOT.

CEBOT shall not engage or authorize any third party to perform roles delegated to CBC without mutual agreement through the Joint Governance Council.

CBC shall not develop, commercialize, or operate governance technologies or trade systems outside the CEBOT governance framework without written approval.

Both Parties agree

- not to compete against the governance ecosystem established in this Agreement
- not to impair each other's operational or policy authority
- not to dilute or fragment the governance architecture
- not to engage in activities that undermine system integrity or credibility

## **5.8 Supporting SRO Evolution**

The Parties acknowledge that long term objectives include the potential evolution of a future Self Regulatory Organization capability.

Clear separation between standards (CEBOT) and execution (CBC) is essential for regulated market credibility. This division ensures that governance rules are created independently from the commercial or operational interests they regulate, a foundational requirement for any entity seeking future SRO level authority and institutional trust.

CBC shall operate in a manner consistent with SRO aligned performance, including

- transparent rule enforcement
- structured compliance reporting
- data integrity and auditability
- public interest and member protection considerations
- operational independence within the governance framework

CEBOT shall maintain policy independence, ensuring governance rules remain unbiased, evidence based, and aligned with the mission.

## **SECTION 6. LICENSING AND IP TRANSFER AGREEMENT (LIPA) COMPONENT**

This Section defines the ownership, licensing, transfer, and protection of intellectual property, research assets, governance frameworks, data structures, algorithms, models, systems, and technologies created, maintained, or applied by the Council Exchange Board of Trade (CEBOT) and the Council Benefits Corporation (CBC).

These intellectual property provisions ensure long term continuity, prevent mission drift, protect both Parties from operational or financial risk, and provide clarity to investors, members, international partners, and future institutional markets.

The Parties acknowledge that all intellectual property must be protected through clear rules governing ownership, licensing, commercialization, and continuity to maintain credibility, interoperability, and governance integrity across domestic and international programs.

### **6.1 IP Owned by CEBOT**

CEBOT retains exclusive ownership of all governance, policy, research, and standards based intellectual property, including

- governance frameworks
- certification standards
- policy models and research instruments
- governance algorithms
- member benefit structures and matrices
- economic development methodologies
- compliance protocols
- Senior Fellow governance frameworks
- monitoring, evaluation, and reporting standards
- international engagement governance protocols

These assets are licensed to CBC strictly for operational execution under this Agreement.

CEBOT owns all mission-driven IP even when implemented, configured, or commercialized by CBC.

## **6.2 IP Owned by CBC**

CBC retains ownership of operational, technical, and applied intellectual property it develops, including

- software code not derived from CEBOT materials
- system integrations and deployment architecture
- applied workflow automations
- system enhancements developed independently
- user interfaces, dashboards, and digital tooling
- proprietary data processing logic
- technical configurations required for platform operation
- commercial models supporting system deployment

CBC IP must always remain compatible with CEBOT governance standards.

Any CBC IP created through the implementation of CEBOT frameworks must be classified under Section 6.3 as Jointly Developed IP.

## **6.3 Jointly Developed IP**

Intellectual property developed collaboratively by CEBOT and CBC, or by CBC under CEBOT's governance direction, shall be considered Jointly Developed IP.

This category includes

- new governance algorithms developed through combined research
- export certification logic
- digital audit mechanisms
- joint data governance methodologies
- co developed AI or automation models
- performance scoring systems
- multi jurisdiction compliance engines
- curriculum, workforce models, and training frameworks created jointly

Joint IP shall be owned jointly, with

- CEBOT owning the governance, standards, and research components
- CBC owning the applied operational and technical implementation components

The Parties shall define commercialization and utilization rights for Jointly Developed IP in Annex B.

## **6.4 Licensing Rights Granted to CBC**

CEBOT grants CBC a structured license to use, implement, commercialize, and integrate CEBOT-owned IP for the purpose of

- executing governance programs
- delivering member benefits
- supporting international and cross border engagements
- administering export and compliance programs
- managing digital governance systems
- deploying GaaS, TradeBridge, and verification platforms
- delivering CEBOT-authorized services and training programs

This license is

- exclusive for operational execution
- non transferable
- non assignable without CEBOT approval
- subject to CEBOT governance oversight and verification

CBC may not alter CEBOT IP without prior written approval from CEBOT.

## **6.5 Licensing Rights Granted to CEBOT**

CBC grants CEBOT the right to use CBC-owned IP for

- governance oversight
- audit and verification
- research and evaluation
- policy development
- program monitoring
- member benefit alignment
- cross border compliance review
- institutional reporting

CEBOT may not commercialize CBC's proprietary systems without written agreement, unless such systems are Jointly Developed IP.

## **6.6 Commercialization Rights**

CBC holds exclusive operational commercialization rights for

- GaaS

- TradeBridge
- CEBOT-governed export and certification systems
- digital governance tools
- compliance engines
- cross border verification systems
- member-benefit digital platforms

Commercialization must

- follow CEBOT standards
- maintain governance alignment
- protect CEBOT's intellectual property
- support member and stakeholder benefit delivery
- ensure system integrity and regulatory compliance

Revenue sharing and cost recovery models are documented in Annex D.

## **6.7 Royalty, Licensing, or Fee Structures**

The Parties shall establish a structured, documented royalty or licensing arrangement ensuring

- CEBOT receives compensation when CBC commercializes CEBOT IP
- CBC receives compensation when CEBOT uses CBC proprietary IP beyond oversight and governance activities
- Jointly Developed IP follows cost sharing or revenue sharing models approved by the Joint Governance Council

All financial arrangements shall be consistent with Section 9 of this Agreement.

## **6.8 Restrictions on Use**

The following restrictions apply to both Parties.

- No Party may sublicense IP to third parties without written approval.
- No Party may use the other Party's IP to create a competing governance or operational system.
- No Party may modify the other's IP in a way that compromises governance integrity or system interoperability.
- No Party may distribute, disclose, or release IP without appropriate confidentiality

protections.

- No Party may claim ownership over the other Party's longstanding or statutory authorities.

Violations of this Section shall be treated as material breaches under Section 21.

## **6.9 IP Transfer, Escrow, and Continuity Provisions**

To ensure uninterrupted governance and operational continuity, the Parties agree that

- critical IP supporting governance systems shall be placed under escrow
- CBC shall maintain source code escrow for system continuity
- CEBOT shall maintain governance algorithm and policy escrow
- each Party shall provide emergency access rights as defined in Section 26
- system and IP continuity shall be guaranteed during disputes, leadership transitions, or operational disruptions

These provisions protect members, investors, and international partners from systemic disruption.

## **6.10 Protection of Confidential Information and Proprietary Research**

Both Parties shall maintain strict controls to protect

- research materials
- governance documents
- system architectures
- proprietary algorithms
- data governance frameworks
- financial models
- member information
- international partner data
- confidential operational records

Protection measures include

- access controls
- encryption
- non disclosure obligations
- monitoring and audit procedures
- compliance with domestic and international data protection laws

Unauthorized disclosure is grounds for immediate enforcement action under Section 21.



## **SECTION 7. JOINT GOVERNANCE FRAMEWORK AGREEMENT (JGFA) COMPONENT**

This Section establishes the coordinated governance framework through which CEBOT and CBC maintain alignment of standards, policies, enforcement mechanisms, and cross border compliance obligations. The Joint Governance Framework ensures that governance rules remain independent, evidence based, and mission aligned, while operational execution remains consistent, transparent, and accountable.

The Parties agree that governance must be predictable, replicable, and enforceable across all programs and jurisdictions in which CEBOT and CBC operate. This Section defines the procedures, authority structures, and governance tools required to maintain the integrity of the ecosystem.

### **7.1 Governance Alignment Across Programs**

CEBOT and CBC shall maintain a unified governance structure across all programs, digital platforms, and international engagements. Governance alignment requires

- consistent application of CEBOT standards
- harmonized compliance protocols
- unified reporting rules
- standardized verification processes
- traceable program outcomes
- coordinated member benefit delivery

CBC shall not alter governance workflows or policy frameworks without written approval from CEBOT or the Joint Governance Council.

All programs using digital systems, data, or governance processes must adhere strictly to the Joint Governance Framework.

### **7.2 Rulemaking Authority**

CEBOT retains primary authority for establishing governance rules, standards, and policy frameworks.

CBC retains authority for operational rule execution.

Rulemaking authority includes

- governance process definitions

- data governance rules
- compliance models
- training and certification requirements
- audit protocols
- dispute resolution criteria
- cross border verification requirements
- standards for international engagement

Proposed new rules or rule amendments must be submitted to the Joint Governance Council for review and approval.

Rules cannot be amended or overridden by operational necessity without formal JGC authorization.

### **7.3 Enforcement of Governance Standards**

The Parties agree that enforcement authority shall operate as follows.

CEBOT shall

- define enforcement policies
- establish performance and compliance thresholds
- authorize disciplinary actions
- review governance breaches

CBC shall

- execute enforcement actions through systems
- administer corrective workflows
- document compliance violations
- provide evidence and audit trails

Governance enforcement must follow transparent, documented procedures and must not be influenced by operational, commercial, or political pressures.

### **7.4 Audit and Verification**

Audit and verification activities form the backbone of governance integrity.

The Parties agree to a structured audit framework that includes

- annual governance audits
- quarterly operational compliance reviews
- continuous digital system monitoring

- cross border verification checks
- data integrity and access control audits
- financial and licensing compliance reviews
- export certification reviews
- governance performance assessments

Audit results shall be submitted to the Joint Governance Council.

Both Parties must support audits with full access to relevant systems, data, and personnel.

## **7.5 Cross Border Compliance Protocols**

Cross border programs require enhanced governance oversight.

The Parties adopt the following cross border compliance principles.

- compliance requirements must be verified through CBC systems
- international engagements must comply with domestic and foreign laws
- data transfer and residency rules must be observed
- export certification and trade transaction verification must follow CEBOT standards
- each program must use GaaS and TradeBridge to track performance
- risk assessments must be updated continuously for cross border operations

Cross border compliance protocols are detailed in Annex G.

## **7.6 Shared Data Governance Policies**

The Parties agree to maintain a unified data governance structure that ensures

- data integrity
- secure access controls
- privacy protections
- consistent data definitions
- multi jurisdiction compliance
- detailed audit trails
- interoperability across systems
- compliance with national and international laws
- protection of proprietary and sensitive data

Data governance obligations apply to all systems and workflows operated by CBC and all governance documents, research materials, and policy frameworks produced by CEBOT.

Annex E defines the shared data governance framework.

## **7.7 Export Oversight and Certification Framework**

The Parties shall maintain a structured export governance framework that includes

- certification criteria
- verification requirements
- supply chain traceability
- value chain compliance rules
- buyer and partner onboarding standards
- performance reporting for export readiness
- cross border risk assessment tools
- digital verification using GaaS and TradeBridge

CEBOT defines certification rules.

CBC executes certification workflows.

Both Parties oversee export ecosystem integrity through the Joint Governance Council.

## **7.8 Senior Fellow Governance Roles and Data Privileges**

Senior Fellows serve as governance contributors within the CEBOT ecosystem and are granted specific governance responsibilities under this Agreement.

Senior Fellows may

- participate in research and governance committees
- provide cross border technical support
- evaluate program performance
- contribute to the development of governance standards
- participate in governance audits and verifications
- access data required for governance duties
- support international and institutional engagements

Senior Fellows shall not

- execute operational authority reserved for CBC
- alter governance rules
- circumvent verification requirements
- access data outside their governance scope

Their contributions shall be evaluated through the governance performance system described in the Unity Fund Governance Summary.

## **SECTION 8. DATA RIGHTS, ACCESS, AND SECURITY**

This Section establishes the unified data governance framework under which the Council Exchange Board of Trade (CEBOT) and the Council Benefits Corporation (CBC) manage, store, protect, access, and utilize data generated through the systems, programs, and activities governed by this Agreement.

The Parties recognize that data integrity and security are foundational to governance credibility, institutional trust, export compliance, and cross border engagement.

All data activities under this Agreement must adhere to the principles of transparency, necessity, protection, auditability, and compliance with applicable domestic and international laws.

### **8.1 Ownership of Data**

Data ownership under this Agreement is defined as follows.

#### **1. CEBOT-Owned Data**

CEBOT owns

- governance data
- policy and standards data
- certification and compliance rules
- research datasets
- member benefit program definitions
- international engagement governance data
- governance audit records

CEBOT data remains the property of CEBOT regardless of where it is stored or how it is processed by CBC.

#### **2. CBC-Owned Data**

CBC owns

- operational datasets
- system logs
- performance measurements
- platform analytics
- member interaction data
- non governance commercial datasets

CBC data must always remain compatible with governance standards set by CEBOT.

### **3. Joint Data**

Jointly created data includes

- export verification datasets
- cross border compliance records
- monitoring and evaluation outputs
- program performance data
- shared workforce and training datasets
- collaborative research outputs

Joint Data is co owned.

Use of Joint Data must be approved through the Joint Governance Council.

## **8.2 Data Stewardship Responsibilities**

CEBOT and CBC agree to the following responsibilities.

### **CEBOT Responsibilities**

- creation and maintenance of governance data
- oversight of data integrity standards
- validation of compliance datasets
- defining data access rules for governance use
- ensuring policy level alignment with data protocols

### **CBC Responsibilities**

- secure collection, storage, and processing of data
- enforcement of data access controls
- implementation of audit trails
- execution of data retention and deletion schedules
- compliance with data transfer, residency, and privacy laws

CBC shall ensure that all systems support CEBOT's data governance standards.

## **8.3 Data Sharing Agreements**

The Parties shall maintain structured data sharing protocols that define

- data classification levels
- access rights by role and function
- approval processes for data requests

- consent requirements
- international data sharing rules
- data use restrictions
- procedures for requesting shared datasets
- requirements for multi party collaboration

No data may be shared externally without mutual approval and documented data governance controls.

## **8.4 Access Rights, Controls, and Permissions**

Data access shall be based on the following principles.

### **1. Role Based Access**

Access shall be granted only according to the individual's approved role and function. CBC shall implement system controls to ensure access is restricted at all times.

### **2. Least Privilege Requirement**

Users shall have access only to the minimum data required to perform assigned duties.

### **3. Multi Factor Authentication**

All sensitive systems require multi factor authentication and identity verification.

### **4. Governance Oversight Role**

CEBOT personnel, Senior Fellows, or authorized governance reviewers may access data required for governance, evaluation, or audit activities.

### **5. Revocation Authority**

Either Party may request revocation of access rights if risk, misuse, or non compliance is identified.

## **8.5 Cybersecurity and System Integrity Obligations**

CBC shall implement and maintain a cybersecurity framework consistent with national and international standards.

Minimum requirements include

- encryption of data in transit and at rest
- continuous monitoring for abnormal activity

- penetration testing and vulnerability assessments
- documented incident response procedures
- backup and recovery protocols
- protection from unauthorized access, malware, and intrusion
- secure cloud and infrastructure management
- audit logs and tamper evident record keeping

CEBOT shall review cybersecurity protocols annually and may require updates to maintain alignment with governance and regulatory expectations.

## **8.6 Data Retention Policies**

The Parties agree to a unified retention framework that establishes

- minimum retention periods for governance and compliance data
- extended retention for cross border engagements
- deletion schedules for operational datasets
- archival procedures for long term governance records
- secure destruction requirements for sensitive data
- procedures for suspending deletion during investigations or audits

Retention schedules must comply with all relevant domestic and international laws.

## **8.7 Compliance with Domestic and International Standards**

All data activities under this Agreement must comply with applicable

- federal and state laws
- international data privacy regulations
- cross border data residency requirements
- export compliance laws
- public sector reporting obligations
- standards for institutional and development finance programs
- trade and economic cooperation agreements
- digital identity and cybersecurity frameworks

Examples include

- GDPR
- NIST and ISO standards
- African Continental Free Trade Area digital protocols



- U.S. federal cybersecurity and data handling standards
- sector specific compliance frameworks

CBC shall maintain documentation demonstrating compliance, and CEBOT shall ensure governance standards remain updated to reflect evolving global requirements.

## **SECTION 9. FINANCIAL ARRANGEMENTS**

This Section defines the financial structures, licensing arrangements, revenue allocations, cost recovery models, and audit requirements governing the relationship between the Council Exchange Board of Trade (CEBOT) and the Council Benefits Corporation (CBC). These financial arrangements ensure transparency, predictability, sustainability, and integrity in all economic interactions between the Parties and across domestic and international programs supported by the joint governance framework.

### **9.1 Licensing Fees and Payment Terms**

CBC shall compensate CEBOT for the use and commercialization of CEBOT-owned intellectual property, governance frameworks, research assets, certification standards, and performance algorithms.

Licensing fees shall

- follow the categories established in Annex D
- be reviewed annually by the Joint Governance Council
- reflect commercialization volume, usage metrics, and market conditions
- be paid in accordance with documented payment schedules
- be subject to audit and compliance verification

CEBOT shall compensate CBC for the use of CBC-owned operational IP beyond oversight and governance review activities, according to the terms defined in Annex D.

### **9.2 Royalty Structures**

Royalty structures shall be applied to

- commercialized governance technologies
- digital platforms integrated into partner ecosystems
- export certification and verification systems

- cross border compliance programs
- training and credentialing programs
- international program deployments
- data products developed under Joint IP

Royalty amounts shall be determined through

- system utilization metrics
- program throughput
- international adoption rates
- agreed pricing models for third party engagements

Royalty flows must follow accounting rules established in Annex D and documented in quarterly financial reports.

### **9.3 Cost Sharing Mechanisms**

The Parties agree to cost sharing for activities that support joint governance outcomes or jointly developed intellectual property.

Cost sharing applies to

- collaborative research
- shared workforce and training programs
- joint technology development
- cross border program initiation
- monitoring and evaluation systems
- governance audits and third party verifications
- Senior Fellow governance assignments
- international policy engagements aligned with the governance mission

Cost sharing percentages shall be reviewed annually by the Joint Governance Council and updated as needed.

### **9.4 Revenue Allocation from Joint Programs**

Joint programs shall produce revenue allocations that follow the principles of

- fairness
- transparency
- alignment with governance roles
- proportional contribution

- sustainability
- compliance with laws and regulations

Revenue streams subject to allocation include

- co developed digital systems
- international governance and compliance deployments
- joint certification and credentialing programs
- export and trade verification services
- economic development partnerships
- innovation ecosystem engagements

The allocation formula for each program shall be defined in Annex D and approved by the Joint Governance Council.

## **9.5 Governance Support Funding and Unity Fund Alignment**

CEBOT may receive governance support funding from CBC to assist with

- development and maintenance of governance standards
- policy research
- export certification frameworks
- international regulatory engagement
- Senior Fellow governance contributions
- oversight and audit activities
- data governance and verification model refinement

CBC may also support the Unity Fund through allocations tied to

- diaspora capital inflows
- program performance
- global program expansion
- institutional participation
- governance labor contributions from Senior Fellows

These allocations are not investor returns and are strictly governance and research support mechanisms.

## **9.6 Audit of Financial Records**

The Parties shall conduct financial audits to ensure

- compliance with this Agreement

- accurate royalty calculations
- adherence to cost sharing rules
- transparent revenue allocation
- proper accounting for program expenditures
- accurate reporting of licensing activities
- compliance with domestic and international standards

Audit requirements include

- annual independent financial audits
- quarterly internal financial reviews
- complete access to relevant financial records
- audit trail documentation
- corrective action procedures when discrepancies are identified

Audit rights and obligations are defined in Annex D and linked to Section 21.

## **9.7 Reconciliation and Reporting Procedures**

CBC shall maintain detailed financial records for all programs, licensing arrangements, royalty flows, cost recoveries, and revenue allocations.

Reconciliation requirements include

- monthly internal reconciliations
- quarterly reporting to CEBOT and the Joint Governance Council
- standardized templates for royalty and licensing summaries
- documentation of adjustments, credits, or corrections
- verification of partner or international program settlements
- alignment with global accounting standards for cross border activity

CEBOT shall review reports for alignment with governance standards, compliance rules, and licensing terms.

All reconciliation records must be retained in accordance with Section 8.6.

## **SECTION 10. TERM, RENEWAL, AND TERMINATION**

This Section establishes the duration of this Agreement, procedures for renewal, conditions under which termination may occur, and the rights and obligations that continue beyond termination.

The Parties agree that continuity of governance, systems, and program execution is essential to maintain institutional credibility, protect member benefits, support international partnerships, and sustain cross border engagements.

Accordingly, termination provisions are structured to prevent disruption, ensure orderly transitions, and preserve long term governance integrity.

### **10.1 Term of Agreement**

This Agreement shall commence on the Effective Date and shall remain in force for an initial term of fifteen years, unless terminated in accordance with this Section.

The Parties selected a long duration to

- ensure institutional stability
- protect intellectual property commitments
- support international and cross border program continuity
- maintain confidence for investors, diaspora partners, and public institutions
- reduce risk associated with organizational turnover or leadership changes

The term may be extended through renewal procedures defined in Section 10.2.

### **10.2 Renewal Procedures**

This Agreement shall renew automatically for successive ten year terms unless either Party provides written notice of non renewal no later than twelve months prior to the expiration of the then current term.

Upon renewal

- all licenses and operational rights remain in full force
- governance authorities continue without modification
- financial arrangements continue as defined in Section 9
- all annexes, schedules, and protocols remain valid unless jointly amended

The Parties may amend specific provisions during renewal by mutual agreement through the Joint Governance Council.

### **10.3 Termination for Cause**

Either Party may terminate this Agreement for cause if the other Party commits a material breach that

- violates a core governance obligation
- impairs system integrity
- jeopardizes cross border compliance
- compromises data security
- undermines the delivery or governance of member benefits
- violates licensing or intellectual property rules
- fails to adhere to audit or reporting requirements

Termination for cause requires

- written notice identifying the breach
- a minimum sixty day cure period
- evaluation by the Joint Governance Council
- documented findings and recommendations

If the breach is not cured within the cure period, the non breaching Party may issue a termination notice, provided that all continuity provisions in Section 10.7 are followed.

### **10.4 Termination Without Cause**

Neither Party may terminate this Agreement without cause during the initial term.

After the initial term, either Party may terminate without cause by

- providing twenty four months written notice, and
- submitting a continuity and transition plan to the Joint Governance Council

Termination without cause shall not

- revoke rights to previously licensed IP
- disrupt existing programs or systems
- jeopardize international engagements
- impair the rights of members, beneficiaries, or partners
- violate continuity obligations under Section 10.7

## **10.5 Survival of Rights and Obligations**

Upon expiration or termination of this Agreement, the following shall survive indefinitely unless stated otherwise.

- all CEBOT IP ownership rights
- all CBC IP ownership rights
- all joint IP ownership rights under Section 6
- confidentiality obligations under Section 13
- intellectual property protections
- audit and financial reporting obligations for prior periods
- continuity obligations under Section 10.7
- dispute resolution obligations under Section 15
- data governance requirements under Section 8
- regulatory compliance obligations
- non solicitation rules under Section 14
- indemnification provisions under Section 17

These survival provisions protect the integrity of the governance ecosystem beyond the Agreement term.

## **10.6 Transition and Continuity Provisions**

If this Agreement terminates or expires, the Parties shall ensure a structured transition that

- prevents operational disruption
- protects member benefits and program performance
- maintains compliance with domestic and international laws
- preserves continuity for digital systems, data, and governance workflows
- protects institutional arrangements and cross border partnerships
- minimizes disruption to research, training, and certification programs
- maintains support for Senior Fellow governance roles

Transition plans must be submitted to the Joint Governance Council and approved before initiation.

## **10.7 Post Termination Licensing and Governance Rights**

Upon termination or expiration

- CBC retains a non exclusive, non transferable license to use CEBOT-owned IP for the

limited purpose of winding down operations

- CEBOT retains access to CBC systems for governance oversight and continuity
- jointly developed IP remains jointly owned
- CBC shall not lose access to systems required to support standing legal, financial, or operational obligations
- CEBOT shall not reclaim or revoke IP in a manner that disrupts existing programs, unless required by law or by a final JGC ruling

The Parties agree that governance must remain stable, predictable, and uninterrupted even during termination or transition.



## **SECTION 11. CHANGE MANAGEMENT AND INNOVATION PIPELINE**

This Section establishes the processes, authorities, and safeguards that govern how new technologies, member innovations, research outputs, system enhancements, and program improvements are introduced, evaluated, approved, and operationalized within the CEBOT–CBC governance ecosystem.

The Parties recognize that innovation is essential for competitiveness, cross border engagement, export ecosystem development, and long term growth.

However, innovation must be introduced through structured, disciplined, and traceable processes that protect governance integrity, member benefits, and institutional trust.

### **11.1 Member Innovation Contribution Framework**

Members, partners, and ecosystem participants may contribute innovations, technologies, research findings, or operational prototypes for consideration within the CEBOT governance ecosystem.

The Parties agree that

- all innovations shall be submitted through structured processes
- innovations must be evaluated for compliance with CEBOT governance standards
- intellectual property rights must be documented and protected
- innovations must undergo verification, risk assessment, and systems testing
- innovations shall not be deployed without written approval from the Joint Governance Council

CBC shall maintain the digital infrastructure to support member submissions, documentation, and evaluation workflows.

### **11.2 Co Development of New Technologies**

CEBOT and CBC may jointly develop new technologies, governance models, systems, or frameworks.

Co development activities include

- co authored research
- development of digital governance algorithms
- joint data governance methodologies
- export verification and certification logic

- compliance engines and audit workflows
- joint training, workforce, and curriculum products

All jointly developed technologies shall follow the intellectual property provisions in Section 6.

Co development projects must be

- documented
- approved by the Joint Governance Council
- aligned with CEBOT governance standards
- supported by CBC operational capacity
- evaluated for cross border compliance readiness

### **11.3 IP Assignment and Co Ownership Rules**

Any innovation created jointly or derived from CEBOT standards, policy frameworks, or governance research shall be classified according to Section 6.3 as Jointly Developed IP.

Rules for assignment and co ownership include

- CEBOT owns governance, research, and standards components
- CBC owns technical, operational, and implementation components
- neither Party may independently commercialize Joint IP without approval
- jointly developed IP must remain compatible with governance protocols
- joint ownership must be documented in Annex B

All assignments or transfers of IP must be approved by the Joint Governance Council before execution.

### **11.4 Commercialization Pathways for Co Developed Assets**

CBC may commercialize jointly developed assets, subject to

- governance compatibility
- licensing agreements
- royalty and revenue allocation formulas
- performance reporting
- compliance with international regulations
- approval by the Joint Governance Council

CEBOT may use co developed assets for governance, oversight, research, and standards development.

Commercialization must not

- conflict with CEBOT's mission
- compromise governance or system integrity
- create competitive conflict with CEBOT's authorities
- violate licensing rules under Section 6

### **11.5 Licensing Back to CEBOT or CBC**

Innovations developed by either Party may be licensed back to the other Party when required to

- support program expansion
- enhance cross border readiness
- strengthen governance infrastructure
- extend member benefits
- support international or institutional engagements
- maintain system continuity and interoperability

Licensing back shall follow

- royalty rules
  - licensing fees
  - usage restrictions
  - IP protection standards
  - documentation requirements
- defined in Section 6 and Annex D.

### **11.6 Rapid Deployment of Member Innovations Through CBC**

CBC shall maintain the capability to rapidly deploy approved innovations, technologies, or program enhancements while ensuring

- governance compliance
- data integrity
- systems security
- member benefit protection
- international coordination
- change tracking and auditability
- risk assessment and mitigation
- interoperability with existing systems

Rapid deployment shall follow a structured implementation pathway that includes

- pilot testing
- evaluation and verification
- approval by the Joint Governance Council
- documentation of impacts
- alignment with performance metrics under Annex F

Deployment shall not occur without CEBOT approval.

## **SECTION 12. RISK MANAGEMENT AND COMPLIANCE**

This Section establishes the integrated risk management and compliance framework that governs all joint activities between the Council Exchange Board of Trade (CEBOT) and the Council Benefits Corporation (CBC). The Parties acknowledge that risk is not incidental to the ecosystem. It is structural. It emerges from cross border engagement, digital governance, blended finance, institutional partnerships, multi-party contracting, and the performance-linked compensation systems used in the Unity Fund.

Accordingly, this Section defines the standards, systems, and procedures required to detect, mitigate, monitor, and resolve risks across operational, financial, technical, legal, and governance domains.

The Parties commit to a unified, auditable, and continuously improving risk posture aligned with CEBOT's Governance-as-a-Service model, Hub-X compliance architecture, and the structured waterfall mechanisms that govern Senior Fellow compensation.

### **12.1 Risk Allocation and Responsibilities**

#### **CEBOT Responsibilities**

CEBOT retains authority for identifying and defining risks related to

- governance integrity
- compliance with legal and regulatory mandates
- member benefit obligations
- research and standards development
- international and cross jurisdictional engagements

CEBOT shall establish governance risk thresholds and determine corrective actions when governance misalignment, performance failures, or policy non compliance occur.

#### **CBC Responsibilities**

CBC is responsible for managing and mitigating risks arising from

- program execution
- digital system performance
- data protection and access controls
- contract administration and workflow automation

- financial processing and operational reporting
- export, procurement, and cross border operational compliance

CBC shall implement monitoring tools, dashboards, and reporting workflows through Hub-X consistent with CEBOT standards.

### **Shared Responsibilities**

Both Parties share responsibility for

- accurate reporting of material risks
- rapid escalation of governance-impacting threats
- supporting independent audits and third party verification
- maintaining compliance with global regulatory frameworks (U.S., African, EU, and multilateral)

The Joint Governance Council oversees risk alignment across both Parties.

### **12.2 Insurance Requirements**

CBC shall maintain commercial insurance policies appropriate for its operational scope, including

- cyber risk insurance
- errors and omissions coverage
- commercial liability insurance
- business continuity and interruption coverage
- directors and officers liability insurance

CEBOT shall maintain insurance policies necessary to protect its governance functions, research responsibilities, and member benefit authority.

Additional coverage may be required for

- cross border engagements
- Smart Agreement enforcement
- export certification and verification operations
- intellectual property governance
- international data handling

Insurance requirements shall be reviewed annually.

### **12.3 Compliance with Laws, Regulations, and Trade Protocols**

The Parties must comply with all applicable domestic and international legal frameworks, including

- U.S. federal governance and data standards (NIST, OMB A-130, 800 series)
- Tanzanian and African regulatory requirements (procurement, licensing, cooperative law)
- AfCFTA trade rules and cross border compliance frameworks
- international digital contracting standards
- privacy and data protection obligations
- sector-specific regulations (education, agriculture, investment, export control)

All Smart Agreements, workflow automations, and digital governance operations under Hub-X must reflect enforceable compliance logic.

Violations of compliance rules constitute material breaches subject to Section 21 enforcement provisions.

### **12.4 Monitoring and Evaluation Procedures**

CBC shall maintain continuous monitoring systems through Hub-X to track

- performance metrics
- milestone achievement
- data access logs
- operational variances
- export and cross border compliance
- Senior Fellow contribution verification
- performance-linked allocations within the Unity Fund

Monitoring outputs shall be delivered to CEBOT through

- real-time dashboards
- quarterly compliance reports
- annual independent audits
- program-specific risk reviews (domestic and cross border)

CEBOT shall evaluate monitoring outcomes for policy alignment and determine corrective actions if systemic risks are identified.

### **12.5 Corrective Action Requirements**

When material risks, non compliance, or operational failures are identified

- CBC shall submit a written corrective action plan within ten business days
- CEBOT shall review and approve the plan or request additional revisions
- CBC must implement corrective actions according to defined timelines
- progress updates shall be submitted to the Joint Governance Council
- failure to implement corrective actions shall be escalated to dispute resolution procedures

Corrective actions may include

- system reconfiguration
- modification of operational workflows
- enhanced monitoring
- retraining or removal of personnel
- temporary suspension of specific activities
- independent third party review

Corrective actions related to Senior Fellow compensation, Unity Fund performance metrics, or Growth Algorithm assessments shall adhere to the verification and audit rules documented in Unity Fund governance briefs.

## **12.6 Cross Border Risk Mitigation**

Cross border engagements introduce added risk relating to

- legal divergence
- data localization
- trade verification
- procurement integrity
- currency volatility
- export certification
- international partner reliability
- geopolitical shifts

The Parties commit to cross border risk safeguards including

- Smart Agreements with jurisdiction-aware compliance logic
- internationally aligned audit trails
- performance-based milestone gates
- multi-layer verification using CEBOT GaaS and TradeBridge
- academic and technical verification from institutions such as SUA
- diversified market strategies to reduce buyer concentration risk



## **12.7 Senior Fellow Compliance and Risk Controls**

Because Senior Fellow compensation is tied to the Unity Fund's risk-managed, performance-based model, risk obligations include

- transparency in contribution reporting
- adherence to ethical and governance standards
- compliance with fundraising and partnership rules
- accurate documentation of hours, activities, and impact
- acceptance of audit and verification requirements
- alignment with CEBOT's voluntary service rules as a 501(c)(6) governance body

Misrepresentation, improper conduct, or failure to follow compliance rules may result in

- suspension of allocations
- removal of governance privileges
- temporary or permanent disqualification
- referral to enforcement procedures in Section 21

## **12.8 System, Cybersecurity, and Infrastructure Risk**

CBC must maintain a cybersecurity regime consistent with

- NIST 800-53
- NIST 800-63
- OMB A-130
- international data protection frameworks

System-level risks include

- cyber intrusion
- data corruption
- system downtime
- unauthorized access
- identity compromise
- contract execution failure
- Smart Agreement logic errors

CEBOT reserves the right to require

- penetration testing
- vulnerability assessments
- system revalidation

- data integrity audits
- emergency access under Section 26

## **12.9 Financial and Fund-Risk Controls**

Risks relating to financial misallocation, inaccurate reporting, or improper fund deployment shall be controlled through

- structured Unity Fund waterfall rules verified through Growth Algorithms
- independent financial audits
- milestone-based funding and verification
- ILPA-aligned transparency and investor reporting
- multi-signature approval for cross border disbursements
- audit trails for all payments, transfers, and remittances

CBC shall maintain financial controls consistent with Section 9 and applicable international standards.

## **SECTION 13. CONFIDENTIALITY AND NON DISCLOSURE**

This Section establishes the confidentiality and non disclosure obligations applicable to the Council Exchange Board of Trade (CEBOT) and the Council Benefits Corporation (CBC).

The Parties acknowledge that their collaboration involves the exchange of sensitive governance documents, proprietary algorithms, research data, digital system architectures, policy frameworks, member information, financial details, cross border engagements, and intellectual property.

Protecting this information is essential for governance integrity, system security, investor confidence, and international credibility.

All Confidential Information exchanged under this Agreement shall be treated with the highest degree of care and shall not be disclosed or used except as expressly permitted herein.

### **13.1 Mutual Confidentiality Obligations**

Both Parties agree to

- protect Confidential Information from unauthorized disclosure

- restrict access to individuals with a legitimate need to know
- use Confidential Information only for purposes directly related to this Agreement
- maintain administrative, physical, and digital safeguards consistent with Section 8
- ensure that staff, contractors, vendors, consultants, and Senior Fellows adhere to confidentiality rules
- notify the other Party promptly of any suspected or actual breach
- cooperate fully in investigations or remediation efforts arising from disclosure incidents

Confidentiality obligations apply regardless of the medium in which the information is stored, transmitted, or communicated.

### **13.2 Exceptions**

Confidential Information does not include information that

- is already known to the receiving Party prior to disclosure
- becomes publicly available without breach of this Agreement
- is received from a third party lawfully and without confidentiality restrictions
- is independently developed by the receiving Party without reference to the Confidential Information
- must be disclosed pursuant to a lawful court order or governmental requirement, provided that
  - the receiving Party gives prompt written notice
  - the disclosing Party has an opportunity to seek protective measures
  - disclosure is limited to the minimum required by law

Public disclosure is never permitted if it compromises governance integrity, international obligations, or member protection requirements.

### **13.3 Duration of Obligations**

Confidentiality obligations begin on the Effective Date and shall continue

- for the duration of this Agreement, and
- for a period of ten years after termination or expiration, or
- indefinitely for trade secrets, governance algorithms, proprietary data governance frameworks, and sensitive cross border information.

The Parties acknowledge that certain governance materials, Smart Agreement logic, Digital Identity schemas, Joint IP structures, and international partner datasets require perpetual confidentiality protections.

### **13.4 Handling of Sensitive Institutional Data**

Sensitive Institutional Data includes

- governance algorithms
- Unity Fund performance data
- Senior Fellow contribution and verification data
- TradeBridge workflow logic
- Smart Agreement configurations
- international partner data
- compliance reports
- export certification and verification datasets
- audit trails and system logs
- research and standards development records
- governance decision memoranda

The Parties must maintain the following controls for Sensitive Institutional Data.

- role based access
- encryption in transit and at rest
- multi factor authentication
- restricted distribution
- secure storage and disposal
- written authorization for external sharing
- documentation of all access and activity
- monitoring and alerting of unauthorized attempts
- immediate response procedures in the event of a breach

No Sensitive Institutional Data may be shared with external parties unless expressly authorized by the Joint Governance Council.

### **13.5 Confidentiality and Senior Fellows**

Senior Fellows are subject to all confidentiality obligations under this Agreement.

They may access governance data only to the extent required for

- performance verification
- governance evaluation
- standards refinement
- cross border program governance
- Unity Fund contribution assessment

Senior Fellows may not

- disclose governance data
- use information for unrelated purposes
- share internal materials with external organizations
- access datasets outside their governance role

Violations may result in removal from governance roles, suspension of Unity Fund allocations, or enforcement action under Section 21.

### **13.6 Confidentiality of Third Party and International Partner Information**

The Parties will handle all third party, institutional, and international partner information with the same or greater protections as their own Confidential Information, including

- government ministries
- universities
- cooperatives
- international agencies
- suppliers and buyers
- development funders
- diaspora investment groups
- multilateral and regional economic bodies

Disclosure of third party information requires written permission from the originating entity unless required by law.

### **13.7 Return or Destruction of Confidential Information**

Upon termination or expiration of this Agreement, or upon written request, the receiving Party shall

- return all Confidential Information
- destroy any copies that cannot be returned
- provide written certification of destruction upon request

Exceptions apply only where

- retention is required by law
- data must be maintained for audit or compliance continuity
- records are subject to survival obligations in Section 10.5
- CEBOT or CBC require continued access to support transition obligations

### **13.8 Remedies for Breach**

A breach of confidentiality obligations may result in

- injunctive relief
- financial damages
- termination for cause under Section 10.3
- sanctions under Section 21
- mandated third party audits
- suspension of operational or access rights
- referral to enforcement or regulatory authorities when applicable

Both Parties agree that unauthorized disclosure may cause irreparable harm and that monetary damages may be insufficient. Injunctive relief may be pursued without the need to demonstrate financial loss.

## **SECTION 14. NON COMPETITION AND NON SOLICITATION**

This Section establishes the non competition and non solicitation obligations between the Council Exchange Board of Trade (CEBOT) and the Council Benefits Corporation (CBC). These protections ensure that governance integrity, system execution capacity, member relationships, and international partnerships are preserved throughout the duration of this Agreement.

Non competition and non solicitation obligations apply to both Parties and are essential for protecting intellectual property, research, digital systems, governance structures, and institutional investments.

### **14.1 Non Competition Parameters**

Neither Party shall directly or indirectly engage in activities that compete with or undermine the governance, operational, or economic functions assigned under this Agreement.

#### **CEBOT Non Competition Obligations**

CEBOT shall not

- create or authorize another entity to execute operational responsibilities delegated to CBC

- commercialize or operationalize systems that conflict with CBC's execution rights
- enter partnerships that duplicate CBC's operational role without JGC approval
- undermine CBC's ability to execute programs, systems, or cross border engagements

### **CBC Non Competition Obligations**

CBC shall not

- create governance or policy frameworks independent of CEBOT
- license, commercialize, or replicate governance standards outside of CEBOT authority
- deploy governance systems that conflict with CEBOT's standards or mission
- engage external partnerships that duplicate CEBOT's governance authority

Both Parties agree that competitive conflicts erode governance credibility, weaken system integrity, and compromise institutional trust.

## **14.2 Non Solicitation of Staff**

To protect governance stability, operational continuity, and institutional knowledge, neither Party may solicit or hire personnel from the other Party without written consent.

### **Covered Personnel**

- full time employees
- contractors
- advisors
- Senior Fellows
- consultants
- project based specialists
- individuals engaged in governance, systems, or international programs

### **Prohibited Actions**

- offering employment
- influencing departure
- recruiting indirectly through third parties
- encouraging reassignment or disengagement

Exceptions may be granted by written agreement where in the best interest of the ecosystem.

## **14.3 Non Solicitation of Members, Partners, or Investors**

The Parties agree not to solicit or divert the following stakeholders for activities that conflict with this Agreement.

### **Protected Stakeholders**

- CEBOT members
- CBC system users
- global buyers and suppliers
- export and compliance partners
- university and research partners
- government ministries and agencies
- donors, development finance institutions, and bilateral partners
- diaspora investment groups
- Senior Fellows and governance contributors

### **Restricted Actions**

Neither Party may

- divert partner relationships for competing purposes
- undermine standing agreements or international engagements
- interfere with donor-funded or institutional programs
- redirect funding or capital flows outside approved channels
- misrepresent authority in order to gain partner advantage

Any violation will be considered a material breach and subject to Section 21.

### **14.4 Carve Outs and Exceptions**

The Parties may engage in activities that might otherwise be restricted under this Section if

- the activity is jointly approved by the Joint Governance Council
- the activity supports national, bilateral, or multilateral initiatives aligned with CEBOT's mission
- the activity is required to comply with legal or regulatory obligations
- written consent has been granted by both Parties
- the activity strengthens the governance ecosystem and does not create a conflict of interest

Carve outs must be documented, time bound, and reviewed annually.



## **SECTION 15. DISPUTE RESOLUTION**

This Section establishes the structured procedures for resolving disputes between the Council Exchange Board of Trade (CEBOT) and the Council Benefits Corporation (CBC). The Parties recognize that disagreements may arise concerning governance standards, operational performance, data rights, financial obligations, intellectual property, international engagements, or interpretation of this Agreement.

To preserve governance integrity, protect member benefits, ensure system continuity, and maintain institutional trust, the Parties commit to a disciplined, multi-tier dispute resolution process.

### **15.1 Internal Resolution Path**

The Parties shall make good-faith efforts to resolve disputes internally through the following structured pathway.

#### **Step 1: Committee Review**

The dispute shall first be submitted to the relevant committee or working group, which will

- evaluate the issue
- review documentation and evidence
- assess governance and compliance implications
- attempt resolution through consensus

A written summary of findings shall be produced.

#### **Step 2: Escalation to the Joint Governance Council (JGC)**

If no resolution is achieved, the dispute shall be escalated to the Joint Governance Council.

The JGC shall

- conduct a formal review
- interview relevant personnel
- examine system logs, financial reports, or governance records
- consult external experts if required
- issue a written determination or proposed resolution

The JGC's determination shall carry substantial weight in subsequent steps.

#### **Step 3: Implementation of JGC Recommendation**

The Parties shall implement the resolution recommended by the JGC unless

- the recommended action conflicts with statutory obligations

- the recommendation cannot be executed due to regulatory restrictions
- the recommendation introduces unacceptable systemic risk

If the recommendation cannot be implemented, the issue shall proceed to mediation.

## **15.2 Mediation Procedures**

If internal resolution efforts fail, the Parties shall submit the dispute to non binding mediation.

### **Mediation Requirements**

- selection of a mutually agreed mediator
- mediation conducted within thirty days of escalation
- written mediation briefs submitted by both Parties
- full cooperation and participation in good faith
- confidentiality of mediation discussions

Mediation aims to achieve

- a negotiated resolution
- clarification of governance responsibilities
- alignment of operational and policy objectives

If mediation does not resolve the dispute, the matter shall be submitted to binding arbitration.

## **15.3 Arbitration Framework**

Arbitration shall serve as the final binding dispute resolution mechanism.

Arbitration ensures continuity of governance and operational execution while providing an enforceable outcome.

### **Arbitration Terms**

- arbitration shall be conducted by a recognized arbitration body
- proceedings shall follow the rules of the selected arbitration authority
- arbitrators must have expertise in governance, technology, or trade systems
- decisions shall be binding and enforceable
- arbitration shall not interrupt operational systems
- each Party shall bear its own costs unless otherwise decided by the arbitrator

## **Subject Matter Limits**

Arbitration may resolve

- financial disputes
- performance or compliance disagreements
- interpretation of contractual terms
- intellectual property disputes
- cross border program conflicts

Arbitration may not override

- CEBOT's statutory obligations
- governance authorities defined by law
- restrictions on IP ownership under Section 6
- international legal requirements

## **15.4 Governing Law and Jurisdiction**

This Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to conflict of laws principles.

Arbitration decisions shall be enforceable in Virginia courts and any other jurisdiction necessary to give effect to the arbitrator's award.

The Parties shall comply with all legal requirements governing

- data protection
- export compliance
- international contracts
- cross border governance obligations

No Party may invoke foreign jurisdictional limitations to avoid compliance with arbitration outcomes.

## **15.5 Enforcement of Awards**

Arbitration awards shall be enforced promptly and in good faith.

Enforcement obligations include

- implementation of required corrective measures
- adjustment of financial allocations
- modification of operational workflows
- alignment of governance standards

- restoration of system integrity if compromised
- cooperation with regulatory or institutional oversight bodies

Failure to comply with an arbitration award constitutes a material breach subject to Section 21 sanctions.

## **SECTION 16. REPRESENTATIONS AND WARRANTIES**

This Section sets forth the representations and warranties made by the Council Exchange Board of Trade (CEBOT) and the Council Benefits Corporation (CBC).

These representations affirm legal authority, organizational capacity, governance integrity, and system readiness required for the full performance of this Agreement.

Each Party acknowledges that the other has relied on these representations in entering into this Agreement and in establishing the long term governance, operational, and international commitments contained herein.

### **16.1 Representations of CEBOT**

CEBOT represents and warrants the following.

#### **1. Organizational Authority**

CEBOT is duly organized, validly existing, and in good standing as a nonstock corporation under the laws applicable to its formation, with full authority under its Articles of Incorporation to enter into this Agreement and perform its obligations.

#### **2. Governance and Standards Authority**

CEBOT has full authority to define governance standards, policy frameworks, and member benefit programs as assigned by its charter and governing documents.

#### **3. Intellectual Property Ownership**

CEBOT owns or has lawful control over its governance frameworks, research materials, certification standards, algorithms, and policy models, and has the authority to license such IP to CBC as described in this Agreement.

#### **4. No Conflicts**

Execution and performance of this Agreement will not

- violate CEBOT's governing documents
- conflict with any contract or obligation to which CEBOT is a party
- impede its ability to perform governance responsibilities

#### **5. Legal and Regulatory Compliance**

CEBOT complies with all applicable laws, regulations, and governance obligations required for its operations, including obligations relating to member representation, research, and policy engagement.

## **6. Capacity to Perform**

CEBOT has the organizational structure, governance bodies, and expertise necessary to carry out its responsibilities under this Agreement.

## **7. Accuracy of Information Provided**

Any documents, standards, research materials, governance protocols, or certifications provided to CBC are accurate to the best of CEBOT's knowledge and provided in good faith.

## **16.2 Representations of CBC**

CBC represents and warrants the following.

### **1. Organizational Authority**

CBC is a corporation duly incorporated and in good standing under the laws of the Commonwealth of Virginia, with full power and authority to enter into this Agreement and execute its operational obligations.

### **2. Operational and Technical Capacity**

CBC possesses the technological capabilities, organizational capacity, staffing, and systems required to perform the operational functions delegated under this Agreement.

### **3. Intellectual Property Ownership**

CBC owns or lawfully controls the digital systems, operational tools, software, implementation logic, and technical assets it contributes, and has the authority to license or deploy such assets as required by this Agreement.

### **4. No Conflicts**

Execution of this Agreement will not

- violate CBC's governing documents
- conflict with any contract, license, or agreement
- impede CBC's operational responsibilities

### **5. Compliance Obligations**

CBC complies with all legal and regulatory obligations governing

- data protection
- cybersecurity
- export compliance
- cross border operations
- digital identity management
- financial reporting and system integrity

## **6. System Integrity and Security**

CBC warrants that the systems it deploys will

- meet documented security standards
- follow CEBOT governance rules
- include audit trails, access controls, and verification logic
- support cross border compliance requirements

## **7. Accuracy and Good Faith**

All operational data, reports, system documentation, and financial information provided to CEBOT shall be accurate, complete, and delivered in good faith.

## **16.3 Mutual Representations**

Each Party represents and warrants the following.

### **1. Authority to Enter Agreement**

Each Party has full legal right, power, and authority to enter into this Agreement and bind itself to its terms.

### **2. No Legal Impediments**

No law, regulation, judgment, or binding agreement prevents either Party from performing its obligations.

### **3. Independent Decision Making**

Each Party has independently evaluated this Agreement and enters into it voluntarily and without coercion.

### **4. No Pending Claims**

Neither Party is aware of any pending or threatened legal or regulatory claims that would materially impair its ability to perform under this Agreement.

## **5. Cooperation and Good Faith**

The Parties shall act in good faith, maintain transparency, and provide reasonable cooperation necessary for governance, compliance, operations, and cross border program integrity.

## **6. Accuracy of Disclosures**

All information, documents, and representations exchanged between the Parties prior to the Effective Date are true and accurate to the best of each Party's knowledge.



## **SECTION 17. INDEMNIFICATION**

This Section defines the indemnification obligations of the Council Exchange Board of Trade (CEBOT) and the Council Benefits Corporation (CBC).

The Parties agree that indemnification is essential to protect against losses, liabilities, regulatory exposure, or damages resulting from failures in governance, operations, compliance, or intellectual property management.

Indemnification ensures accountability, preserves system integrity, and protects the interests of members, partners, investors, international stakeholders, and the broader governance ecosystem.

### **17.1 Indemnification by CEBOT**

CEBOT shall indemnify, defend, and hold harmless CBC and its officers, directors, employees, contractors, Senior Fellows, and advisors from and against any and all claims, liabilities, losses, damages, costs, or expenses arising from

#### **1. Violation of Governance Obligations**

Any breach of governance duties, standards, or policy obligations under this Agreement.

#### **2. Misrepresentation of Authority**

Any claim resulting from inaccurate or unauthorized representation of CEBOT's authority, standards, research, certifications, or governance rights.

#### **3. IP Infringement Related to CEBOT-Owned IP**

Any allegation that CEBOT-owned intellectual property infringes the rights of a third party, except where such infringement results from CBC's unauthorized modification.

#### **4. Failure to Comply with Legal or Regulatory Requirements**

Claims resulting from CEBOT's failure to comply with applicable laws or regulatory obligations directly tied to its governance responsibilities.

#### **5. Negligence or Misconduct**

Acts or omissions by CEBOT or its personnel that cause harm or loss to CBC or the governance ecosystem.

Indemnification shall include reasonable legal fees, settlements, and judgments.

## **17.2 Indemnification by CBC**

CBC shall indemnify, defend, and hold harmless CEBOT and its officers, directors, employees, contractors, Senior Fellows, and advisors from and against any and all claims, liabilities, losses, damages, costs, or expenses arising from

### **1. Operational Failures**

Any failure of CBC to execute operational responsibilities, systems management, or program delivery in accordance with this Agreement.

### **2. Data Breaches or System Compromise**

Claims arising from unauthorized access, cyber incidents, system failures, or data leakage attributable to CBC systems or personnel.

### **3. IP Infringement Related to CBC-Owned IP**

Any allegation that CBC-owned technology or systems infringe the rights of a third party, except where such infringement results from CEBOT's unauthorized modification.

### **4. Failure to Comply with Legal or Regulatory Obligations**

Claims resulting from CBC's non compliance with domestic or international laws governing data protection, export rules, digital identity management, cybersecurity, or cross border operational requirements.

### **5. Negligence or Misconduct**

Acts or omissions by CBC or its personnel that cause harm or loss to CEBOT or the governance ecosystem.

Indemnification shall include reasonable legal fees, settlements, and judgments.

## **17.3 Limitations on Liability**

The Parties agree to the following limitations on liability.

### **1. Exclusion of Indirect Damages**

Neither Party shall be liable for indirect, incidental, punitive, or consequential damages, except where arising from

- willful misconduct

- fraud
- gross negligence
- unauthorized disclosure of Confidential Information under Section 13.

## **2. Liability Caps**

Unless prohibited by law, each Party's total aggregate liability for claims under this Agreement shall not exceed the greater of

- the total financial value exchanged under this Agreement during the preceding twelve months, or
- amounts covered by applicable insurance policies.

## **3. No Limitation for IP or Data Violations**

Liability limitations do not apply to

- intellectual property misappropriation
- unauthorized disclosure of Sensitive Institutional Data
- fraudulent behavior
- breaches that compromise governance integrity
- intentional system disruption

These categories carry unlimited liability.

## **17.4 Procedures for Claims**

The following procedures apply to claims subject to indemnification.

### **1. Notice of Claim**

The indemnified Party shall give prompt written notice to the indemnifying Party upon becoming aware of any claim.

### **2. Defense and Control**

The indemnifying Party shall assume full control of the defense, including selection of counsel, subject to approval by the indemnified Party.

### **3. Cooperation**

The indemnified Party shall provide reasonable cooperation in the defense of the claim, including access to relevant systems, records, and personnel.

### **4. Settlement Restrictions**

The indemnifying Party may not settle any claim without the prior written consent of the indemnified Party if the settlement

- imposes obligations beyond monetary payment
- impacts governance authority
- interferes with export or cross border operations
- requires modification of intellectual property rights
- creates ongoing compliance obligations

## **5. Preservation of Systems and Records**

Both Parties must preserve relevant systems, documentation, audit logs, data trails, and governance records necessary to resolve claims.

## **SECTION 18. GENERAL PROVISIONS**

This Section establishes the general legal and administrative terms governing the interpretation, enforcement, and performance of this Master Governance and Services Agreement.

These provisions ensure that the Agreement is applied consistently, remains enforceable across jurisdictions, and maintains continuity through organizational, operational, or leadership changes.

### **18.1 Entire Agreement**

This Agreement, including all annexes, schedules, and incorporated documents, constitutes the entire agreement between the Parties with respect to the subject matter herein.

It supersedes all prior agreements, understandings, proposals, negotiations, or communications, whether written or oral.

No other document, statement, or representation shall have legal effect unless expressly incorporated into this Agreement by mutual written consent.

### **18.2 Amendments**

This Agreement may be amended only by

- written instrument,
- signed by authorized representatives of both Parties, and
- approved by the Joint Governance Council.

No informal modification or verbal agreement shall alter the terms of this Agreement. Amendments shall be logged into the official revision record maintained by the Joint Governance Council.

### **18.3 Assignment**

Neither Party may assign, transfer, or delegate its rights or obligations under this Agreement without prior written consent from the other Party, except

- to a successor entity in accordance with Section 20, or
- where required by law to maintain governance or program continuity.

Any attempted assignment without proper authorization shall be void.

#### **18.4 Notices**

All notices, demands, and communications required under this Agreement shall be

- in writing,
- delivered by hand, certified mail, or verified electronic method, and
- sent to the designated official contact for each Party.

Notices take effect upon confirmed delivery.

Each Party may update its official contact information by written notice.

#### **18.5 No Third Party Beneficiaries**

This Agreement is entered solely between CEBOT and CBC.

No third party, including members, partners, vendors, donors, or external institutions, shall have rights or claims under this Agreement unless expressly granted within its provisions.

This restriction does not limit obligations under confidentiality, data protection, or regulatory compliance governing third party interactions.

#### **18.6 Severability**

If any provision of this Agreement is determined to be invalid or unenforceable

- the remaining provisions shall continue in full force, and
- the Parties shall negotiate a valid replacement provision that most closely aligns with the original intent.

Invalidity of one clause does not invalidate the Agreement as a whole.

#### **18.7 Counterparts and Signatures**

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, and all of which together constitute a single binding instrument.

The Parties may sign using

- digital signatures,
- electronic acceptance systems, or

- verified identity-based signing mechanisms
- as consistent with governance and legal requirements.

### **18.8 Relationship of the Parties**

Nothing in this Agreement creates a partnership, joint venture, employer-employee relationship, or agency relationship between the Parties.

Each Party remains an independent entity responsible for its own employees, operations, liabilities, and obligations except as explicitly stated herein.

### **18.9 Force Majeure**

Neither Party shall be liable for delays or failures to perform obligations under this Agreement due to events outside reasonable control, including

- natural disasters
- public health emergencies
- war or armed conflict
- government actions
- large scale cyber incidents
- major supply chain disruptions

The affected Party shall notify the other promptly and take reasonable measures to restore operations.

### **18.10 Interpretation**

Headings are for convenience only and do not affect interpretation.

References to Sections or Annexes refer to those within this Agreement.

In case of conflict between the Agreement and annexes, the Agreement controls unless the annex expressly overrides a specific clause.

### **18.11 Good Faith and Fair Dealing**

The Parties agree to act in good faith and exercise fair dealing in all actions taken under this Agreement.

This obligation applies to governance decisions, system execution, financial reporting, international coordination, and dispute resolution.



## **SECTION 19. INTERNATIONAL AND GLOBAL ENGAGEMENT FRAMEWORK**

This Section establishes the formal structure governing all international, cross-border, and global engagements undertaken jointly or individually by the Council Exchange Board of Trade (CEBOT) and the Council Benefits Corporation (CBC).

The Parties recognize that global engagement introduces additional governance, compliance, operational, diplomatic, and economic obligations.

To preserve institutional credibility, ensure continuity, and maintain legal alignment across diverse jurisdictions, all international activities must follow this Framework.

### **19.1 Purpose and Scope**

The purpose of this Framework is to

- define authorities for cross border operations
- establish compliance and governance requirements
- guide program execution in foreign jurisdictions
- protect institutional and partner interests
- enable diaspora-led investment and economic development
- support export readiness, verification, and certification
- maintain system integrity across borders
- align governance with international laws and standards

This Framework applies to all programs, agreements, partnerships, research activities, trade operations, and digital governance systems used outside the United States.

### **19.2 Authorization for Cross Border Operations**

CBC is authorized to operationalize international and cross border activities under CEBOT governance.

CBC may

- execute digital governance and compliance systems
- deploy GaaS, TradeBridge, and related infrastructure
- manage identity verification and data governance
- administer performance reporting and audit workflows
- support implementation with foreign ministries, universities, and cooperatives
- manage partner onboarding and cross border workflows
- coordinate diaspora investment and export-related programs

CEBOT retains authority for

- policy positioning
- research and governance standards
- international economic development frameworks
- regulatory alignment and treaty-level guidance

All international engagements require prior notification to the Joint Governance Council.

### **19.3 International Investment and Financial Engagement**

The Parties may jointly develop and implement investment activities that involve

- diaspora capital flows
- development finance
- export financing
- blended capital and institutional investment
- joint ventures with foreign entities
- multilaterally funded initiatives
- partner-backed equity programs

CBC shall manage operational, digital, and compliance execution.

CEBOT shall manage governance, policy oversight, and institutional engagement.

All financial flows must comply with

- U.S. law
- host-country regulations
- anti-money-laundering and counterterrorism financing requirements
- international tax and financial reporting obligations
- sanctions and trade restrictions
- audit and transparency requirements described in Section 9

### **19.4 Global Policy Alignment and Diplomacy Protocols**

CEBOT is the policy, governance, and research authority for all international engagements.

CEBOT may engage with

- government ministries
- national research bodies
- universities
- standards organizations

- development finance institutions
- regional blocs and diplomatic bodies

CBC supports these engagements by providing

- system-level governance
- compliance infrastructure
- performance and reporting systems
- digital monitoring, evaluation, and verification tools

Policy alignment ensures that engagements remain consistent with CEBOT's mission, governance standards, and institutional commitments.

## **19.5 International Compliance and Cross Jurisdictional Governance**

All international operations must comply with

- U.S. regulations
- host-country laws
- international data protection and privacy rules
- export control requirements
- customs and trade protocols
- international contracting standards
- tax and corporate compliance rules

CBC shall maintain systems capable of

- verifying compliance
- tracking cross border transactions
- enforcing identity and access controls
- generating audit trails
- supporting compliance audits by domestic and foreign regulators

CEBOT shall review compliance outcomes, update governance standards, and issue required corrective actions.

## **19.6 System Interoperability Across Borders**

CBC shall ensure all systems used internationally maintain

- interoperability across jurisdictions
- multilingual and multi-market functionality
- integration with partner systems where required

- local data residency compliance
- real time verification and audit capabilities
- secure identity and digital trust frameworks
- support for Smart Agreements aligned with multiple legal environments

System interoperability is mandatory for global program scalability and institutional adoption.

### **19.7 Economic Program Coordination**

The Parties may jointly operate or support economic development programs including

- export ecosystem development
- agricultural and manufacturing value chain programs
- digital transformation initiatives
- workforce and skills acceleration programs
- regional innovation hubs
- cooperative and SME capacity-building initiatives
- diaspora entrepreneurship platforms
- multi-country PPP and blended finance programs

CEBOT provides governance direction and policy frameworks.

CBC provides systems execution, digital infrastructure, and operational management.

### **19.8 International Risk Management**

International engagements introduce distinct categories of risk, which must be actively managed, including

- political and regulatory risk
- currency and macroeconomic volatility
- partner reliability
- supply chain disruptions
- cross jurisdictional data exposure
- infrastructure instability
- market and commodity risk
- fraud, misreporting, and corruption

CBC shall maintain international risk monitoring systems.

CEBOT shall evaluate geopolitical, regulatory, policy, and governance risks.

Corrective actions shall be coordinated through the Joint Governance Council.

### **19.9 Representation and Conduct**

In international engagements

- CEBOT represents the governance, research, policy, and institutional interests of the ecosystem
- CBC represents the operational, systems, commercial, and execution interests

Both Parties shall

- follow diplomatic protocols
- maintain clear, consistent representation
- avoid conflicts of interest
- adhere to local and international laws
- preserve governance integrity
- align all communications with approved policy positions
- maintain transparency with international partners

No Party may act independently in a manner that creates binding obligations inconsistent with this Agreement or international law.

## **SECTION 20. AUTHORITY SUCCESSION AND CONTINUITY OF GOVERNANCE**

This Section establishes the succession rules, continuity requirements, and governance protections that ensure the stability of the CEBOT–CBC ecosystem across leadership transitions, organizational changes, international expansion, or unforeseen disruptions. The Parties agree that governance authority must remain uninterrupted and protected from political transition, staff turnover, partner realignment, or structural reorganization.

Institutional continuity is critical to preserve

- member benefits
- international partnerships
- digital governance systems
- export and cross border compliance
- investment programs and Unity Fund structures
- governance algorithms and Smart Agreement logic
- performance verification and audit pipelines

Accordingly, this Section sets clear succession rules for both CEBOT and CBC.

### **20.1 Succession of Authority for CEBOT**

CEBOT shall maintain governance continuity through its established board structures, bylaws, and articles of incorporation.

To ensure uninterrupted governance, CEBOT commits to the following.

#### **1. Governance Standards Continuity**

All governance frameworks, standards, algorithms, and certification rules remain in effect regardless of changes in leadership or board composition.

#### **2. Policy and Decision Continuity**

Decisions made under this Agreement remain binding on successor officers, directors, or committees.

#### **3. Binding Authority Across Transitions**

All successors assume governance responsibilities without modification unless acted upon through formal amendment procedures defined in Section 18.2.

#### **4. Notice of Leadership Changes**

CEBOT shall provide written notice to CBC within thirty days of any material leadership transition, including

- board changes
- executive appointments
- committee restructuring

## **5. Preservation of Governance Mandate**

CEBOT may not restructure in any manner that

- eliminates its governance authority
- abandons statutory or mission responsibilities
- transfers governance rights to an unrelated third party
- disrupts joint program oversight

Any proposed structural change must be reviewed by the Joint Governance Council.

## **20.2 Succession of Authority for CBC**

CBC shall maintain operational continuity through documented governance, operational, and corporate policies.

CBC commits to the following obligations.

### **1. Operational Rights Continuity**

Delegated operational authorities remain valid for successor officers, directors, or shareholders.

### **2. System Continuity**

Successor leadership must maintain digital governance systems critical to

- export programs
- cross border compliance
- Unity Fund workflows
- Smart Agreement execution
- member identity, access control, and verification

### **3. Notice of Corporate or Leadership Changes**

CBC shall provide CEBOT with written notice of

- changes in executive leadership
- changes in board composition

- corporate restructuring
- ownership transfers greater than ten percent

Notice must be given within thirty days of the event.

#### **4. Restrictions on Corporate Restructuring**

CBC shall not undertake mergers, asset transfers, acquisitions, or ownership restructuring that

- impair system integrity
- jeopardize governance alignment
- create conflicts of interest
- threaten continuity of member benefit delivery
- disrupt cross border operational capacity

Any restructuring proposal must be submitted to the Joint Governance Council for review.

### **20.3 Continuity of Rights and Obligations**

All rights and obligations under this Agreement are binding upon successor entities or individuals of either Party.

Successors are deemed to have accepted this Agreement in its entirety, including all annexes and incorporated protocols.

Continuity applies to

- intellectual property rights
- licensing and commercialization rights
- data governance obligations
- confidentiality requirements
- cross border compliance
- Smart Agreement frameworks
- audit and reporting duties
- Unity Fund performance verification
- governance roles and responsibilities

No succession event may diminish the validity or enforceability of this Agreement.

### **20.4 Change of Control Protections**



If CBC undergoes a change of control, whether through

- sale of majority ownership
- merger
- consolidation
- acquisition
- transfer of voting rights
- major capital restructuring

the following protections apply.

### **1. Automatic Review**

The Joint Governance Council shall conduct a mandatory review of the proposed transaction.

### **2. Approval Requirement**

CEBOT must grant written approval prior to the completion of any transaction that materially affects

- governance alignment
- operational continuity
- access control
- system security
- cross border compliance
- international partnerships

Approval may not be unreasonably withheld but may be delayed pending documentation.

### **3. System Integrity Safeguards**

CBC must certify that successor ownership will

- maintain digital governance systems
- comply with all IP restrictions
- uphold confidentiality and data governance
- preserve export and compliance workflows
- remain aligned with governance principles

### **4. Protection Against Hostile Redirection**

CBC may not transfer control to any entity that

- competes with CEBOT's governance mission
- poses international security concerns

- fails due diligence review
- introduces regulatory or reputational risk

## **20.5 Non Revocation of Core Authorities**

Neither Party may revoke, suspend, or diminish the other Party's core authorities under this Agreement because of leadership changes, internal restructuring, or external pressure.

### **CEBOT's core authorities include**

- governance and standards control
- policy authority
- research and certification governance
- member benefit authority

### **CBC's core authorities include**

- operational execution
- systems deployment
- compliance infrastructure
- technology and workflow management

These authorities remain intact unless modified through formal amendment procedures.

## **SECTION 21. ENFORCEMENT, BREACH, AND SANCTION PROVISIONS**

This Section establishes the enforcement mechanisms, breach categories, sanction authority, and corrective procedures that ensure accountability across all activities governed by this Agreement.

The Parties acknowledge that governance credibility depends on enforceability, and system integrity requires predictable consequences for non compliance, operational failures, or governance violations.

Enforcement actions under this Section are designed to

- protect members and international partners
- uphold governance standards
- maintain system reliability
- prevent misuse of intellectual property
- ensure financial and data integrity
- preserve cross border compliance
- safeguard digital governance infrastructure

### **21.1 Types of Breaches**

The following categories constitute breaches of this Agreement.

#### **1. Governance Breach**

- violation of CEBOT governance standards
- unauthorized modification of governance rules
- failure to apply required compliance protocols
- misrepresentation of authority or decision rights

#### **2. Operational Breach**

- failure to execute CEBOT programs
- system downtime attributable to CBC negligence
- inadequate performance against required metrics
- failure to deliver member benefits or certification services

#### **3. Financial Breach**

- misallocation of funds
- incorrect royalty or licensing calculations

- failure to comply with audit or reporting requirements
- misstatement of financial information

#### **4. Intellectual Property Breach**

- unauthorized use, disclosure, or modification of IP
- infringement due to improper use
- failure to maintain required IP protections

#### **5. Data and Security Breach**

- unauthorized access
- data leakage
- system compromise
- weak security controls resulting in risk or exposure
- failure to comply with Section 8 requirements

#### **6. Cross Border Compliance Breach**

- violation of foreign or domestic law
- improper execution of international engagements
- violation of export or trade rules
- mismanagement of diaspora capital or institutional partnerships

#### **7. Ethical or Conduct Breach**

- misconduct by personnel or Senior Fellows
- conflicts of interest
- fraud, misrepresentation, or abuse of authority
- retaliation against whistleblowers or auditors

### **21.2 Cure Periods**

Upon identification of a breach, the breaching Party shall receive written notice and must submit a proposed corrective action plan within ten business days.

Cure periods are as follows.

#### **1. Standard Breach**

Thirty days from receipt of notice.

#### **2. High-Risk or International Breach**

Fifteen days.

### **3. Security, Data, or System Breach**

Immediate mitigation measures must begin within twenty four hours and full remediation must be completed within ten days unless otherwise approved.

### **4. Financial Breach**

Thirty days, subject to audit verification.

Failure to cure within the required period constitutes grounds for sanctions.

## **21.3 Sanctions and Operational Restrictions**

If a breach is not cured within the specified timeframe, the Joint Governance Council may impose one or more of the following sanctions.

### **1. Warning and Monitoring**

Written notice plus enhanced oversight or increased reporting.

### **2. Suspension of Access Rights**

Temporary removal of access to

- systems
- governance data
- international program workflows
- Smart Agreement signing authority

### **3. Operational Restrictions**

Temporary suspension of

- program execution
- technology deployments
- cross border engagements
- certification or compliance operations

### **4. Financial Sanctions**

- withholding of royalty or licensing payments
- temporary suspension of cost sharing reimbursements
- repayment of misallocated funds
- reduction or suspension of revenue allocations

### **5. Senior Fellow Sanctions**

- suspension of Unity Fund allocations
- temporary removal of governance privileges
- revocation of data access
- disqualification from specific governance roles

## **6. Public or Partner Notification**

Where required by law or by institutional duty, partners, regulators, or investors may be notified of non compliance.

## **7. Mandatory Third Party Audit**

An independent review to verify

- compliance
- system integrity
- financial accuracy
- international alignment

## **21.4 Financial Consequences**

Financial consequences may be imposed based on the following.

### **1. Remediation Costs**

The breaching Party must cover the cost of corrective actions, system repairs, audit reviews, legal fees, or partner remediation.

### **2. Restitution**

Compensation for damages caused by

- system outages
- export or certification disruption
- partner relationship damage
- reputational harm
- non compliance penalties

### **3. Recovery of Gains**

If a breach resulted in improper economic benefit, the breaching Party must return such benefit.

Financial consequences shall be documented, itemized, and approved by the Joint Governance Council.

## **21.5 Governance Review and Enforcement Actions**

The Joint Governance Council is responsible for oversight of enforcement procedures and may

- initiate investigations
- request internal or external audits
- review system logs, financial records, or IP documentation
- determine breach severity
- oversee implementation of sanctions
- determine whether breaches were intentional or negligent
- recommend structural or operational reforms
- escalate unresolved issues to dispute resolution under Section 15

Governance reviews must be documented and preserved as Sensitive Institutional Data under Section 13.

## **SECTION 22. MINIMUM OPERATING STANDARDS AND SERVICE LEVELS (CBC)**

This Section defines the minimum operating standards, performance thresholds, and service levels required of the Council Benefits Corporation (CBC) as the operational and systems-execution entity under this Agreement.

CBC shall maintain the organizational capability, technical infrastructure, staffing expertise, and compliance readiness necessary to execute CEBOT governance standards, deliver member benefits, support digital governance platforms, and operate cross border programs without interruption.

Minimum Operating Standards ensure continuity, reliability, and trust across all domestic and international engagements.

### **22.1 Baseline Operational Requirements**

CBC shall maintain operational capacity at levels sufficient to support all obligations under this Agreement. Baseline requirements include

- staffing and expertise suitable for digital governance, compliance, and cross border operations
- organizational structure capable of supporting multiple concurrent programs
- adequate physical and digital infrastructure for system operation
- documented processes, operating procedures, and quality controls
- business continuity planning and disaster recovery capability
- adequate financial resources to meet operational demands
- cross functional teams for governance, systems, compliance, and support

Operational performance must meet or exceed thresholds defined by the Joint Governance Council.

### **22.2 Governance System Requirements**

CBC shall maintain and operate governance systems required for execution of CEBOT standards and cross border program delivery. Systems must provide

- secure identity verification
- access controls aligned with governance roles
- Smart Agreement execution capability
- workflow automation for governance and compliance
- traceable audit trails for all activities



- real time monitoring dashboards
- export and cross border compliance modules
- member benefit administration and verification tools
- multilingual and multi jurisdictional support
- interoperability with institutional, university, and government partner systems

All systems must comply with CEBOT governance rules and international regulatory requirements.

### **22.3 Cybersecurity and Data Integrity Standards**

CBC shall maintain a cybersecurity and data protection program that meets or exceeds

- NIST standards
- ISO 27001 aligned controls
- international data protection frameworks
- requirements for multi jurisdiction data transfer
- identity and credential management obligations

Minimum security controls include

- encryption of data at rest and in transit
- multi factor authentication for all sensitive systems
- network segmentation
- continuous monitoring
- incident response procedures
- regular penetration testing
- annual vulnerability assessments
- immutable audit logging
- role based access restrictions
- documented backup and recovery procedures

Any suspected or actual breach must be reported immediately, consistent with Section 12.

### **22.4 Cross Border Readiness Standards**

CBC shall maintain operational readiness for international and cross border program execution. Requirements include

- capacity to support multi currency, multi country, and multi partner operations
- compliance with foreign regulatory frameworks
- export documentation, certification, and verification capabilities

- systems that enforce data residency where required
- staff trained in international protocols and foreign engagement standards
- alignment with AfCFTA, WTO, and bilateral trade obligations
- diplomatic and institutional coordination procedures
- multilingual support for interfaces, training, and documentation
- integration with international universities, cooperatives, ministries, and development institutions

Cross border operations must be approved through the Joint Governance Council.

## **22.5 Technology Uptime and Continuity Metrics**

CBC shall maintain technology uptime, continuity, and service reliability consistent with the needs of governance, certification, export programs, and Unity Fund performance tracking.

Minimum standards include

### **1. Uptime Requirements**

- mission critical systems must maintain at least 99.5 percent uptime
- cross border and export compliance systems must maintain at least 99 percent uptime
- scheduled maintenance windows must be approved and communicated in advance

### **2. Response Time Requirements**

- critical incidents addressed within one hour
- operational support responses within one business day
- cross border system disruptions addressed immediately

### **3. Recovery Time and Recovery Point Objectives**

- recovery time objective (RTO) of no more than twelve hours
- recovery point objective (RPO) of no more than four hours

### **4. Performance Benchmarks**

- system response times suitable for high volume workflow automation
- ability to process large data sets for verification and compliance
- scalability to support new jurisdictions or expanded member participation

CBC shall report performance against these metrics quarterly to the Joint Governance Council.

## **SECTION 23. MEMBER RIGHTS, TRANSPARENCY, AND PROTECTION**

This Section establishes the rights of members within the CEBOT ecosystem, along with the transparency and protection obligations of both the Council Exchange Board of Trade (CEBOT) and the Council Benefits Corporation (CBC).

The Parties affirm that member benefit delivery, governance integrity, and transparent system operation are foundational to the legitimacy and long term credibility of the governance ecosystem.

Member rights must be upheld consistently across all programs, domestic or international, regardless of digital system configuration, cross border engagements, or partner institution involvement.

### **23.1 Member Benefit Delivery Standards**

CEBOT defines the scope, criteria, and quality standards for all member benefits.

CBC executes and delivers these benefits through systems and operational workflows.

Members have the right to

- receive benefits in accordance with approved standards
- access accurate information about eligibility, status, and program requirements
- participate in programs without discrimination or arbitrary exclusion
- have benefits delivered through secure, reliable systems
- receive timely communication about benefit updates or changes
- request clarification regarding program rules or outcomes

CBC shall deliver benefits in a consistent, transparent, and non discriminatory manner.

### **23.2 Rights of Members in CEBOT Programs**

Members maintain specific rights when participating in programs governed by CEBOT, including

- the right to accurate representation of governance standards
- the right to consistent application of certification and compliance rules
- the right to privacy and protection of personal or business data
- the right to challenge decisions through documented appeals processes
- the right to access their data, subject to governance controls

- the right to participate in governance activities when applicable
- the right to fair evaluation in certification, export, or performance programs

Governance rules must be applied equally to all members.

### **23.3 Transparency and Reporting Obligations**

The Parties shall maintain transparency in program operations, system performance, governance decisions, and cross border engagements.

Transparency obligations include

- publication of governance standards
- access to program performance summaries
- visibility into certification criteria
- clear disclosure of data usage, verification rules, and access privileges
- communication of major system updates
- reporting of material governance changes
- documentation of appeals and dispute outcomes
- disclosure of any third party involvement in governance or program delivery

Members must not be subject to hidden rules, undisclosed algorithms, or opaque decision-making structures.

### **23.4 Member Grievance and Resolution Framework**

Members shall have access to a structured grievance and resolution system that ensures issues are addressed fairly, promptly, and transparently.

Framework elements include

- a formal submission process for grievances
- acknowledgment of receipt within five business days
- documented investigation and review procedures
- escalation pathways within CBC and CEBOT
- written outcomes and corrective actions
- access to independent review or appeals where appropriate
- protection from retaliation for raising legitimate concerns

All grievances must be recorded, tracked, and reviewed periodically by the Joint Governance Council.

### **23.5 Protection of Member Data and Participation**

Member data is protected under Section 8, but this Section establishes additional guarantees regarding member privacy, security, and participation rights.

Members have the right to

- secure handling of personal and business information
- accurate representation of their data within digital systems
- protection from unauthorized disclosure or commercial misuse
- role based access controls consistent with governance requirements
- restriction of data usage to program-related purposes
- removal or correction of inaccurate information
- notification in the event of a data breach involving their information
- continuity of participation even during system transitions or cross border engagements

CBC must implement data protection practices that exceed minimum regulatory requirements, given the governance function of the ecosystem.

## **SECTION 24. REGULATORY ALIGNMENT AND EXTERNAL OVERSIGHT**

This Section establishes the regulatory compliance obligations and external oversight requirements applicable to all domestic and international programs executed under this Agreement.

The Parties recognize that governance, trade, export certification, digital identity, financial reporting, and cross border engagements are subject to evolving regulatory standards. To maintain institutional credibility and mitigate regulatory risk, both Parties shall adhere to a unified compliance strategy and cooperate with audits, evaluations, and reviews by authorized external bodies.

### **24.1 Alignment with National and International Standards**

The Parties shall maintain compliance with all applicable laws, regulations, and binding standards, including

- U.S. federal and state regulatory requirements
- international data protection and privacy laws
- foreign licensing and procurement regulations
- World Trade Organization digital trade rules
- African Continental Free Trade Area digital and trade protocols
- sector specific compliance rules for agriculture, technology, export, and education
- multilateral development finance regulations
- anti corruption and anti fraud requirements
- digital identity and cybersecurity standards

CEBOT shall update governance rules as necessary to reflect changes in regulatory landscapes.

CBC shall update systems, workflows, and controls to reflect updated governance requirements.

### **24.2 Sector and Industry Regulations**

Programs executed under this Agreement may involve industry specific regulatory obligations, including

- agricultural safety and quality standards
- export documentation and certification rules
- technology and AI governance frameworks

- financial services and investment compliance
- education, workforce, and training accreditation
- environmental, sustainability, and social governance standards

CEBOT shall define governance guidelines for these sectors.

CBC shall operationalize processes and systems that enforce compliance.

### **24.3 Reporting to Government or Regulatory Bodies**

Both Parties shall submit reports to government agencies or regulatory bodies as required by law or program requirements.

These may include

- federal or state regulatory disclosures
- foreign ministry or agency filings
- international development funder reporting
- cross border compliance attestations
- audit results required under foreign procurement rules
- compliance certifications tied to export activities

CEBOT shall oversee the preparation of governance-related reports.

CBC shall provide system data, operational evidence, and technical documentation required to complete submissions.

### **24.4 External Audit and Verification**

Regulatory, development finance, institutional, or international partners may conduct external audits, reviews, or verifications.

The Parties agree to fully cooperate.

CBC shall

- provide access to systems, logs, data, and documentation
- support independent verification of performance or compliance
- maintain traceable audit trails for digital operations

CEBOT shall

- provide governance standards, policy frameworks, and compliance rules
- support external audits of governance, certification, and research functions
- ensure alignment between external audit criteria and internal governance frameworks

External audit results shall be reviewed by the Joint Governance Council, which may issue directives requiring corrective action.

#### **24.5 Compliance with Export, Trade, and Financial Controls**

All international trade and financial operations must comply with

- export control laws
- customs and import regulations
- sanctions and embargo restrictions
- anti money laundering (AML) rules
- counterterrorism financing (CTF) laws
- international payment and settlement regulations
- foreign exchange rules
- global data transfer and residency requirements

CBC shall enforce compliance through digital governance systems.

CEBOT shall validate compliance through governance reviews and policy guidance.

Non compliance constitutes a material breach under Section 21.



## **SECTION 25. CRISIS MANAGEMENT AND EMERGENCY POWERS**

This Section establishes the procedures, authorities, and safeguards for managing crises that threaten governance integrity, operational continuity, member benefits, cross border engagements, data security, or financial stability.

The Parties recognize that digital governance systems, international programs, and Smart Agreement execution depend on continuity of operations.

Accordingly, the Parties agree to maintain a unified crisis management framework capable of responding to emergencies swiftly, transparently, and in alignment with governance standards.

### **25.1 Emergency Powers and Activation Conditions**

Emergency Powers may be invoked when a crisis materially affects

- governance integrity
- system availability
- data security or privacy
- export or cross border program operations
- Smart Agreement execution
- financial flows or Unity Fund operations
- international or governmental partner obligations
- safety or security of members or staff

Activation requires

- documented identification of the crisis
- notification to the Joint Governance Council
- written declaration of emergency status
- immediate commencement of response procedures

Emergency Powers shall be limited in duration and scope to what is necessary to address the crisis.

### **25.2 Crisis Management Framework**

The Parties shall maintain a comprehensive crisis management framework that includes

- clear roles and responsibilities
- step by step incident response protocols

- decision-making escalation paths
- emergency communication plans
- continuity of services procedures
- cross border coordination mechanisms
- recovery and stabilization requirements
- after-action review procedures

The framework must be updated annually and approved by the Joint Governance Council.

### **25.3 Cyber Incident Response**

Given CBC's role as the Core Governance Hub, the Parties agree that cyber incidents require immediate attention.

A cyber incident includes

- unauthorized system access
- malware or ransomware attacks
- data exfiltration
- Smart Agreement manipulation
- denial of service attacks
- compromise of identity or access controls
- tampering with audit trails

CBC must

- initiate containment procedures within one hour
- notify CEBOT immediately
- preserve system logs and audit trails
- begin forensic investigation
- restore systems according to documented recovery plans
- provide detailed incident reports to the Joint Governance Council

CEBOT shall

- assess governance implications
- coordinate with external authorities when required
- update standards or protocols based on findings

### **25.4 Cross Border Disruption Response**

Cross border crises include

- political instability
- regulatory changes
- currency volatility
- customs or export delays
- international partner failures
- supply chain disruptions
- force majeure events in foreign jurisdictions

CBC shall

- implement continuity procedures for affected programs
- notify local partners, ministries, and institutions
- safeguard data required for export or compliance
- manage temporary suspension or redirection of operations

CEBOT shall

- coordinate policy responses
- consult with international partners
- revise governance rules or program criteria if needed

Cross border programs may not be terminated without Joint Governance Council approval.

## **25.5 Communication and Continuity Obligations**

Both Parties must maintain transparent, timely, and accurate communication during crises.

Minimum communication requirements include

- immediate notification to the Joint Governance Council
- daily situation reports during active incidents
- status updates to affected members, partners, and institutions
- documentation of all crisis actions taken
- coordinated messaging to prevent misinformation
- public disclosure when required by law or governance standards

Continuity requirements include

- restoration of mission critical systems as priority
- activation of backup systems or alternative workflows
- protection of member benefits, certifications, and exports

- preservation of contractual and international obligations
- compliance with regulatory reporting obligations

Failure to fulfill continuity obligations constitutes a material breach under Section 21.

## **SECTION 26. IP DISPUTE RESOLUTION AND ESCROW FRAMEWORK**

This Section establishes the procedures, protections, and continuity mechanisms governing intellectual property disputes between the Council Exchange Board of Trade (CEBOT) and the Council Benefits Corporation (CBC).

Because governance systems, digital platforms, research assets, Joint IP, and Smart Agreement logic must remain operational regardless of conflict, the Parties agree to an IP escrow and emergency access structure that preserves system integrity and prevents disruption to cross border programs, certification systems, and member benefit delivery.

### **26.1 IP Dispute Processes**

If a dispute arises regarding ownership, use, modification, commercialization, or licensing of intellectual property, the Parties shall follow a structured resolution process.

#### **Step 1: Internal Documentation and Notification**

The disputing Party must

- document the grounds for conflict
- identify affected IP assets
- specify the alleged misuse or infringement
- provide written notice to the other Party

#### **Step 2: Joint Governance Council Review**

The JGC shall

- review documentation
- evaluate governance and operational implications
- determine if emergency access is required
- recommend interim solutions
- refer unresolved disputes to Section 15 arbitration

#### **Step 3: Temporary Restrictions or Permissions**

During review, the JGC may

- suspend disputed usage
- grant conditional usage rights
- require system isolation
- authorize emergency access to escrowed assets
- impose monitoring requirements

Temporary provisions must preserve program continuity.

## **26.2 Emergency IP Access Rights**

To prevent disruption of governance, export, or international programs, the Parties agree that certain IP must remain accessible during disputes or operational emergencies.

Emergency Access applies to

- governance algorithms
- Smart Agreement execution logic
- TradeBridge verification modules
- identity and access control schemas
- compliance workflows
- critical-source system components
- essential data governance frameworks

Emergency Access may be invoked only when

- governance operations risk being interrupted
- business continuity is threatened
- cross border compliance is impaired
- partners or members face risk
- legal or regulatory obligations require uninterrupted operation

Access shall be logged, auditable, and time limited.

## **26.3 Escrow Requirements for Critical Systems**

CBC shall maintain escrow arrangements for system components necessary to maintain governance continuity.

Escrow shall include

- source code for critical modules
- configuration files
- deployment architecture documentation
- key algorithms and workflow automation logic
- system restoration instructions
- encryption and credential recovery mechanisms

CEBOT shall maintain escrow for governance assets including

- certification algorithms

- policy frameworks
- standards-based models
- governance rulesets
- compliance and verification schemas

Escrow materials must be

- stored with a neutral third party
- updated following significant system changes
- accessible upon activation of emergency protocols
- verified annually for completeness and functionality
- protected under strict confidentiality controls

## **26.4 Source Code and Algorithm Protection**

The Parties shall protect source code, algorithms, technical designs, and governance models through

- access controls
- version tracking
- encryption and secure storage
- documentation of authorized contributors
- prevention of unauthorized copying or distribution
- compliance with IP licensing rules
- secure collaboration environments for joint development

No Party may

- decompile or reverse engineer the other's IP
- modify joint algorithms without approval
- transfer source code to third parties without written consent
- create derivative works that conflict with governance rules

All modifications must follow the Joint Governance Framework under Section 7.

## **26.5 Continuity of IP Rights During Dispute**

Regardless of dispute status

- CEBOT retains full governance authority over standards, rules, and certification logic
- CBC retains full operational rights over systems required to deliver programs
- Joint IP remains subject to shared usage rules
- no Party may terminate or restrict access to critical IP assets without JGC approval

- emergency or continuity access cannot be withheld
- no Party may impair system function, reduce uptime, or restrict access to Smart Agreement execution
- no Party may revoke previously granted licensing rights during active disputes

These protections ensure that

- digital governance continues uninterrupted
- international engagements remain active
- export certification workflows continue
- members retain access to benefits
- all parties meet legal, regulatory, and contractual obligations

The Parties agree that governance continuity takes precedence over all IP disputes.



## **SECTION 27. VALUATION, ROYALTY ADJUSTMENT, AND ECONOMIC RIGHTS**

This Section defines the valuation methods, royalty adjustment mechanisms, and economic rights associated with intellectual property, joint programs, digital governance systems, and cross border engagements executed under this Agreement.

The Parties agree that valuation must be transparent, repeatable, evidence-based, and aligned with governance standards.

Economic rights must reflect contributions, risk allocation, and long term sustainability of the governance ecosystem.

### **27.1 Valuation Methodologies**

Valuation of IP, digital systems, program assets, or jointly developed innovations shall be determined using standardized methodologies approved by the Joint Governance Council.

Acceptable valuation methods include

- cost-based valuation
- income-based valuation
- market-based valuation
- replacement-value calculations
- contribution-based valuation for Joint IP
- international standards for public sector and development finance programs

Valuation methodologies must be

- documented
- consistent
- auditable
- defensible to institutional partners
- compliant with U.S. and international accounting standards

Valuations shall be updated when material changes occur or requested by the Joint Governance Council.

### **27.2 Royalty Adjustment Formulas**

Royalty payments between the Parties may be adjusted based on

- performance metrics
- usage volume

- geographic expansion
- export or cross border activity levels
- certification throughput
- Smart Agreement execution volume
- program profitability
- cost recovery requirements
- adjustments for currency and market volatility
- major system upgrades or new releases

Adjustments shall

- follow formulas defined in Annex D
- be documented in quarterly financial reports
- require Joint Governance Council approval
- reflect actual utilization and measurable outcomes
- comply with international accounting rules for cross border programs

CBC must provide all system usage data and program metrics required to support accurate royalty calculations.

### **27.3 Joint Asset Valuation Procedures**

Jointly developed assets require a unique valuation approach based on contribution of each Party.

Contribution factors include

- intellectual property inputs
- research and development investment
- governance algorithm contributions
- system design and technical engineering
- deployment and commercialization capability
- international or academic partner involvement
- data source contributions
- ownership of foundational components

Joint asset valuations must

- be documented in Annex B
- follow agreed methodologies
- remain consistent with the Joint Governance Framework
- be updated annually or when material changes occur
- inform revenue allocation and licensing terms

## **27.4 Capitalization Rules for Co Developed IP**

Co developed IP may be capitalized for financial or accounting purposes by one or both Parties, subject to the following rules.

Capitalization requires

- documented valuation
- allocation of ownership percentages
- amortization structures consistent with applicable law
- financial reporting that aligns with U.S. GAAP or IFRS
- approval by the Joint Governance Council
- visibility into contribution costs and development history
- documentation of commercialization rights and restrictions

No Party may independently capitalize Joint IP without approval.

CBC may capitalize its technical implementation components.

CEBOT may capitalize its governance and research components.

## **27.5 Economic Rights Allocation**

Economic rights to Joint IP, system deployments, or international governance programs shall be allocated according to

- ownership classifications under Section 6
- valuation rules under this Section
- commercialization structures defined in Annex D
- performance contributions
- risk sharing parameters
- international program cost burdens
- long term sustainability requirements

Economic rights may include

- royalties
- licensing fees
- revenue shares
- performance-based distributions
- cost recovery allocations
- international program incentives

The Joint Governance Council shall review and update economic rights allocations annually.

No Party may claim economic rights inconsistent with the classifications established by this Agreement.

## **SECTION 28. REPORTING AND DISCLOSURE REQUIREMENTS**

This Section defines the reporting and disclosure obligations required to maintain transparency, governance integrity, regulatory alignment, and operational accountability within the CEBOT–CBC ecosystem.

The Parties acknowledge that governance systems, cross border programs, Smart Agreement execution, and Unity Fund performance rely on accurate, complete, and timely reporting.

All required reports must be delivered in the formats, intervals, and quality levels specified by this Agreement and the Joint Governance Council.

### **28.1 Periodic Reporting Obligations**

The Parties shall submit periodic reports to ensure visibility into governance, financial, operational, and international program performance.

Minimum reporting requirements include

- monthly operational status reports
- quarterly governance performance reports
- quarterly financial and revenue allocation statements
- cross border program updates
- export certification and compliance reports
- Senior Fellow contribution and verification summaries
- system performance dashboards
- risk and incident summaries

Reports shall be provided to the Joint Governance Council and retained as Sensitive Institutional Data.

### **28.2 Financial Reporting**

CBC shall prepare detailed financial statements covering

- royalty calculations
- licensing fees
- cost sharing allocations
- program expenses
- international payment flows

- Unity Fund financial contributions or obligations
- system revenue or commercialization results

CEBOT shall prepare governance-related financial statements covering

- research and standards development expenditures
- governance review and audit costs
- member benefit obligations
- international program governance costs
- independent review or verification services

All financial reporting must comply with applicable accounting standards and with requirements set forth in Section 9.

### **28.3 Governance Performance Reporting**

CEBOT shall prepare governance performance reports that include

- certification outcomes
- policy compliance summaries
- governance algorithm updates
- results of audit and verification procedures
- cross border compliance outcomes
- emerging governance risks
- performance of member benefit frameworks
- outcomes related to governance roles held by Senior Fellows

CBC shall provide supporting data and system-generated performance evidence required for accurate reporting.

### **28.4 Audit Access Rights**

Each Party grants the other Party and the Joint Governance Council the right to access

- financial records
- system logs
- Smart Agreement audit trails
- cross border workflow data
- export verification records
- performance metrics and analytics
- identity and access control records

- data governance compliance documentation
- reports shared with regulators or development partners

Audit access must support

- internal reviews
- third party audits
- regulatory compliance checks
- verification of royalty and licensing accuracy
- investigation of operational or financial anomalies

Access may only be restricted to maintain legal privilege or regulatory confidentiality requirements.

## **28.5 Data Integrity Verification**

CBC shall maintain systems and tools necessary to support the verification of data integrity, including

- immutable audit trails
- system event logs
- version control for algorithms and workflows
- documented governance rule changes
- cross border data lineage tracking
- automated verification mechanisms within GaaS and TradeBridge
- data anomaly detection systems

CEBOT shall conduct governance reviews of system data to ensure

- accuracy
- completeness
- consistency with governance rules
- compliance with international regulations
- proper functioning of Smart Agreement logic

Any data integrity issues must be corrected immediately and documented in accordance with Section 12.

## **SECTION 29. GLOBAL DATA SOVEREIGNTY AND TRANSFER PROTOCOLS**

This Section establishes the rules, controls, and procedures for managing data across jurisdictions in accordance with domestic and international data sovereignty requirements.

Digital governance, Smart Agreements, TradeBridge workflows, cross border compliance, export certification, diaspora investment, and international partnerships require strict adherence to global data handling standards.

The Parties agree to protect all sensitive, regulatory, and program-critical data in accordance with the principles of jurisdictional respect, legal compliance, digital trust, and verifiable auditability.

### **29.1 Data Residency Requirements**

The Parties shall comply with all laws governing where data must be stored, processed, or retained, including

- national data residency laws
- regional regulations such as the African Continental Free Trade Area digital protocols
- European Union and GDPR requirements
- sector specific residency rules for agriculture, export certification, education, and public sector data
- national data sovereignty statutes relevant to international partners

CBC shall ensure that system infrastructure supports region specific data residency and does not transfer restricted data across borders without explicit authorization.

### **29.2 Cross Border Data Transfer Controls**

No cross border transfer of data may occur unless consistent with

- applicable laws
- international agreements
- risk assessments
- governance approvals
- documented data transfer controls

Cross border data transfers must follow

- encrypted transmission



- identity and authorization verification
- clear documentation of data categories
- predetermined routing and failover paths
- compliance with export and financial regulations
- audit trail capture and retention

The Joint Governance Council may require suspension of cross border transfers if risk is identified.

### **29.3 International Data Privacy Alignment**

All data management must comply with relevant privacy standards, including

- national privacy laws
- GDPR or GDPR-aligned frameworks
- emerging African data protection laws
- U.S. federal data protection guidelines
- international recommendations for digital trade and e-commerce
- institutional donor data privacy requirements

CBC shall adopt privacy-by-design principles for all system modules.

CEBOT shall ensure that governance standards incorporate privacy obligations and international compliance requirements.

Personal data must be processed only for legitimate, documented purposes.

### **29.4 Standards for Government and Institutional Data**

Data exchanged with government ministries, universities, research institutions, cooperatives, or multilateral organizations must be governed by

- formal data-sharing agreements
- data minimization principles
- role-based access controls
- clear classification of sensitive data categories
- secure storage and transmission methods
- compliance with jurisdiction-specific requirements

CBC must maintain data segregation where institutional requirements prohibit commingling.

CEBOT shall ensure that governance rules reflect public sector and institutional obligations.

### **29.5 Multi Jurisdiction Compliance**

For any program involving multiple jurisdictions, the Parties shall

- perform jurisdictional compliance assessments
- document legal obligations for each data class
- incorporate cross jurisdictional rules into Smart Agreements and system workflows
- update governance standards when laws or policies change
- ensure that only compliant data can be exchanged between jurisdictions
- restrict system functionality where legal risks exist
- maintain records of compliance reviews and decisions

Multi jurisdiction compliance must be validated annually by the Joint Governance Council.

## **SECTION 30. TECHNOLOGY CONTINUITY AND DISASTER RECOVERY**

This Section establishes the requirements for technology continuity, redundancy, system resilience, and disaster recovery across all digital platforms, governance systems, and operational infrastructures managed or deployed by the Council Benefits Corporation (CBC) under the authority of the Council Exchange Board of Trade (CEBOT).

System continuity is essential for governance integrity, export certification, cross border compliance, member benefits, Smart Agreement execution, and Unity Fund performance tracking.

The Parties agree to maintain a robust continuity architecture capable of withstanding technical failures, cyber incidents, environmental disruptions, and geopolitical instability.

### **30.1 Disaster Recovery Obligations**

CBC shall implement and maintain a Disaster Recovery Program that ensures

- rapid restoration of mission-critical systems
- tested and documented recovery procedures
- clearly defined disaster severity levels
- fully mapped dependencies across digital governance workflows
- coordinated recovery across jurisdictions
- regular testing and simulation of disaster scenarios
- documented lessons learned and continuous improvement

CEBOT shall review and approve the Disaster Recovery Program annually and may require modifications to align with governance or regulatory expectations.

### **30.2 Business Continuity Plans**

CBC shall maintain Business Continuity Plans that guarantee uninterrupted service delivery across

- governance systems
- export certification and verification workflows
- cross border program execution
- member benefit platforms
- digital identity, access control, and verification services
- Smart Agreement execution

- TradeBridge operations
- data governance and compliance reporting systems

Business Continuity Plans must

- identify personnel roles and responsibilities
- define communication protocols
- include manual fallback procedures where appropriate
- incorporate multi jurisdiction considerations
- establish prioritized restoration sequences
- ensure that partners and members experience minimal disruption

### **30.3 Back Up and Redundancy Requirements**

CBC shall maintain secure, redundant, and geographically distributed backups for

- governance data
- digital identity records
- Smart Agreement artifacts
- transaction and audit logs
- certification and export documentation
- system configurations and deployment artifacts
- research and performance metrics
- Unity Fund performance data

Backup requirements include

- encrypted storage
- automated daily snapshots
- version retention policies
- documented restoration procedures
- periodic validation and integrity checks

At least one backup location must be located outside the primary operating jurisdiction.

### **30.4 Technology Vendor and Cloud Management**

CBC shall maintain a structured vendor and cloud management framework that ensures

- contractual compliance with governance standards
- secure cloud environments
- oversight of subcontractors and technology partners
- documentation of all third party system components

- auditable service-level agreements
- integration testing prior to deployment
- verifiable data handling and residency compliance
- exit strategies and portability of systems

CEBOT may require review of vendor arrangements and may prohibit the use of vendors that introduce unacceptable risk.

### **30.5 Post Incident Obligations**

After any disruption, outage, or disaster, the Parties shall follow the post-incident obligations below.

#### **1. Incident Documentation**

CBC must produce a written incident report that includes

- timeline of events
- root cause analysis
- system and data impacts
- corrective actions taken
- recommendations for prevention

#### **2. Governance Review**

CEBOT shall review the incident to evaluate

- governance implications
- compliance failures, if any
- systemic risks
- required updates to governance standards

#### **3. Corrective Actions**

CBC shall implement corrective actions approved by the Joint Governance Council, including

- system reconfiguration
- security enhancements
- process updates
- staff training
- vendor remediation requirements

#### **4. Partner and Member Notification**

Where required by law or governance policy, affected members, institutions, or partners must be notified promptly.

#### **5. Recovery Completion Certification**

CBC shall certify in writing when recovery activities are complete and systems have been restored to full compliance.

## **SECTION 31. FINANCIAL GOVERNANCE AND ACCOUNTABILITY STANDARDS**

This Section establishes the financial governance requirements, accountability standards, audit expectations, and transparency obligations that apply to both the Council Exchange Board of Trade (CEBOT) and the Council Benefits Corporation (CBC).

The Parties recognize that financial integrity is foundational to governance credibility, investor confidence, and long term sustainability.

All financial activities under this Agreement must comply with established accounting standards, regulatory rules, and international financial protocols applicable to cross border engagements.

### **31.1 Audit Frequency**

The Parties agree to the following audit obligations.

#### **1. Annual Independent Audit**

An independent financial audit shall be conducted annually for both CEBOT and CBC.

The audit shall cover

- financial statements
- revenue and royalty flows
- cost sharing allocations
- program expenditures
- Unity Fund financial contributions or distributions
- cross border transaction compliance
- licensing and commercialization accounting

#### **2. Quarterly Internal Reviews**

Each Party shall conduct internal financial reviews at least quarterly and provide results to the Joint Governance Council.

#### **3. Event-Driven Audits**

Additional audits may be required

- following a major system incident
- in response to a breach under Section 21
- when required by law or a regulatory body
- prior to major international transactions

### **31.2 Third Party Audit Rights**

Both Parties grant third party auditors access when required by

- government agencies
- development finance institutions
- regulatory authorities
- external partners or funders
- treaty obligations
- Smart Agreement contract terms
- cross border program requirements

Third party auditors may access

- financial documents
- system logs
- export verification records
- Smart Agreement transaction histories
- program-level financial flows
- reports required under Section 28

Access may only be restricted to maintain statutory confidentiality or legal privilege.

### **31.3 Cost Allocation Principles**

The Parties agree to allocate costs based on the principles of

- proportionality
- transparency
- fairness
- contribution to the shared outcome
- sustainability of the governance ecosystem

Costs subject to allocation include

- technology infrastructure
- research and standards development
- domestic and international program deployment
- capacity building and workforce development
- export certification frameworks
- performance monitoring and evaluation



- Smart Agreement development and maintenance
- cross border compliance and regulatory coordination

Cost allocation models shall be defined in Annex D and approved by the Joint Governance Council.

### **31.4 Capital Expenditure Controls**

CBC shall maintain strict controls over capital expenditures related to

- digital governance platforms
- system upgrades and infrastructure deployments
- cross border technology expansion
- cyber security enhancements
- export certification systems
- GaaS and TradeBridge platform evolution

Capital expenditure policies must

- be documented
- include pre approval thresholds
- require financial justification
- align with projected program needs
- respect governance priorities
- be reviewed annually by CEBOT and the Joint Governance Council

CEBOT must approve capital expenditures that materially affect governance systems or international operations.

### **31.5 Financial Transparency Standards**

Financial transparency is required to ensure trust and accountability.

The Parties shall follow these transparency rules.

#### **1. Documentation Requirements**

All financial activities must be

- recorded accurately
- traceable to source documents
- auditable
- stored securely
- available for review by the Joint Governance Council

## **2. Disclosure Obligations**

Both Parties shall disclose

- material financial risks
- any suspected fraud or misallocation
- significant variances in program costs
- cross border financial interruptions
- unexpected changes in revenue or cash flow
- audit findings and remediation actions

## **3. Systems Transparency**

CBC must maintain system visibility for

- financial workflow automation
- royalty and licensing calculations
- cross border payment logs
- Smart Agreement transaction details

## **4. Fiduciary Duty**

Both Parties shall exercise a fiduciary-like duty of care with respect to

- funds managed
- program expenditures
- member benefit allocations
- cross border financial operations
- Unity Fund contributions and distributions

Financial misconduct constitutes a material breach under Section 21.

## **SIGNATURES AND ADOPTION**

IN WITNESS WHEREOF, the Parties have executed this Master Governance and Services Agreement (MGSA) as of the Effective Date indicated below.

Each signatory represents and warrants that they are authorized to execute this Agreement on behalf of their respective organization, and that all necessary corporate or organizational approvals have been obtained.

This Agreement is adopted by the Parties as the governing instrument for all joint governance, operational, compliance, financial, and international activities defined herein.

**For the Council Exchange Board of Trade (CEBOT)**

A District of Columbia Nonstock Corporation

**By:** \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attestation:**

The undersigned hereby certifies that the execution of this Agreement has been duly authorized pursuant to CEBOT's bylaws and governing instruments.

Signature: \_\_\_\_\_

**For the Council Benefits Corporation (CBC)**

A Virginia Corporation

**By:** \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attestation:**

The undersigned hereby certifies that the execution of this Agreement has been duly authorized pursuant to CBC's corporate governance policies and applicable law.

Signature: \_\_\_\_\_

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**Effective Date of Agreement**

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**Acknowledgment by the Joint Governance Council**

The Joint Governance Council acknowledges review and adoption of this Agreement as the binding governance and operational framework between the Parties.

**JGC Chair Signature (CEBOT Appointee):**

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Name: \_\_\_\_\_

Date: \_\_\_\_\_

**JGC Chair Signature (CBC Appointee):**

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Name: \_\_\_\_\_

Date: \_\_\_\_\_

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**Optional Notarial Acknowledgment**

(For international, governmental, or institutional validation as required)

District/County: \_\_\_\_\_

State/Country: \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, **20**, before me personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the individual(s) who executed this document, and acknowledged that they executed the same for the purposes stated herein.

**Notary Public:** \_\_\_\_\_

My Commission Expires: \_\_\_\_\_