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PROYECTO Valle Constitucional (Málaga)



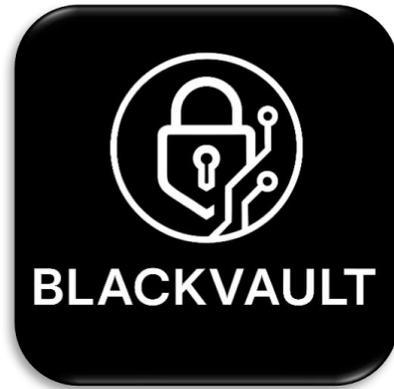
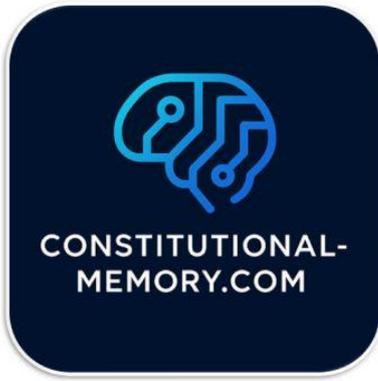
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“UN PROYECTO GLOBAL REVOLUCIONARIO”

“ La creación de una infraestructura ética de IA, donde individuos e instituciones obtienen verdadera soberanía sobre interacciones personalizadas mejoradas”





VALLE CONSTITUCIONAL DE MÁLAGA

Constitutional Memory · BlackVault™ Governance Infrastructure



EUROPEAN AI-GOVERNANCE ALLIANCE

EUROPEAN AI-GOVERNANCE ALLIANCE FOUNDING CHARTER

Version 3.0 · February 2026

Confidential · For Discussion Purposes · Subject to Formal Legal Agreement

Preamble

We, the Founding Members of the European AI-Governance Alliance, establish this Charter to build and operate Constitutional Memory — critical infrastructure that enables enterprises, professionals, students, and families across Europe to use AI tools while retaining complete sovereignty over their data.

The AI Act is in force. European enterprises face fines of up to €35M or 7% of global revenues for non-compliant AI deployment. The personalisation that makes AI productive requires exactly the data processing that creates compliance liability. No deployed European-owned infrastructure layer currently resolves this paradox.

We resolve it — together.

OUR MISSION	OUR STRUCTURE	OUR COMMITMENT
Build neutral, European-owned AI governance infrastructure that protects data sovereignty while enabling AI personalisation.	Non-profit governance Alliance owning a commercial operating subsidiary — the SWIFT model applied to AI governance.	This infrastructure cannot be acquired by technology companies, venture capital, or any entity that would compromise the sovereignty mission.

“Data sovereignty is not a feature. It is a foundation.”

Article I — Structure

1.1 The Two-Entity Model

The Alliance operates through two legal entities that together reconcile non-profit governance with commercial returns:

Entity	Role & Characteristics
European AI-Governance Alliance (Swiss Foundation or European Association)	Non-profit governance body. Owned by Founding Members via the Guardian Council. Cannot be acquired, sold, or merged. Holds the mission. Owns 100% of the Operating Subsidiary.
Constitutional Memory Operations Ltd (European Private Limited Company)	For-profit commercial operating company. Deploys BlackVault™ infrastructure. Generates revenue from subscriptions and licensing. Distributes net profits to the Alliance for allocation to Founding Members.

The Sovereign AI Infrastructure Partner — as Anchor Founding Member — participates in both entities: governing the Alliance and benefiting from Operations Ltd profits.

1.2 Governance vs. Operations

Body	Responsibility
Guardian Council (Founding Members)	Strategic oversight: mission protection, budget approval, standards. Appoints and evaluates the CEO of Operations Ltd. Meets quarterly. One vote per Founding Member — equal representation regardless of capital contributed.
Executive Team (Professional Management)	CEO manages day-to-day operations. CTO leads platform development. COO oversees deployment and enterprise support. Reports to Guardian Council. Recruited from or with input of Founding Members.

Key principle: Founding Members govern; professional executives operate.

Article II — The Sovereign AI Infrastructure Partner

Before the Alliance is formally constituted, a single European infrastructure leader acts as the Sovereign AI Infrastructure Partner — acquiring the option to purchase the BlackVault™ IP, co-funding the MVP, and simultaneously taking the Anchor Founding Member position in the Alliance.

2.1 The Dual-Role Position

<p>ROLE A — IP Option & MVP Co-Funder</p> <ul style="list-style-type: none"> 6-month Option Agreement with Constitutional Memory S.A. €13,000/month retainer (€78,000 total) Co-funds MVP: €150,000–300,000 Option to acquire 100% IP for €2–3M at Month 6 Earnouts + 1% royalty on BlackVault™ revenue 	<p>ROLE B — Anchor Founding Member</p> <ul style="list-style-type: none"> First and primary seat on the Guardian Council Shapes Alliance Charter and governance standards Leads recruitment of remaining 9–13 founding members 50% pricing discount on internal deployment Profit distributions from Operations Ltd
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2.2 Why There Is No Conflict of Interest

A question naturally arises: does a single entity holding both the IP acquisition rights and the Anchor Founding Member seat create a conflict? The answer is no — and by design:

Potential Concern	Why It Does Not Arise
The Partner might set IP acquisition terms that disadvantage the Alliance	The acquisition price (€2–3M) and terms are agreed in the Option Agreement before any Alliance formation. Future Alliance members join knowing these terms precisely. Transparency is complete.
The Partner might use governance position to favour their own commercial interests	Guardian Council decisions require supermajority or unanimity for all material matters. No single member — including the Anchor — can impose unilateral decisions. The mission-protection charter explicitly prevents commercial capture.

The Partner controls the IP before the Alliance is formed	The Alliance acquires the IP (via the Partner post-acquisition or directly, per agreed structure) as part of the Option Agreement terms. This is disclosed to all subsequent founding members before they commit.
The Partner's commercial interests might diverge from the Alliance's mission	Both the Partner and Constitutional Memory S.A. are strongly incentivised to grow the Alliance rapidly — earnouts and royalties are tied directly to Alliance formation and revenue milestones. Interests are structurally aligned.

Full transparency to all subsequent Founding Members about the Partner's dual role and the IP acquisition terms is a Charter requirement. No member joins without this information.

2.3 Aligned Incentives — Partner and Founder

Both the Sovereign AI Infrastructure Partner and Constitutional Memory S.A. (Gregory Malpass, Founder) are powerfully motivated to form the Alliance as quickly as possible following MVP completion:

Milestone	Partner Benefits	Founder Benefits
Alliance formation (5+ members)	Distributed governance reduces sole-ownership risk. Alliance credibility amplifies Partner's market positioning.	€3–5M earnout triggered. Royalty base grows with each member's deployment.
10 founding members committed	Full Guardian Council operational. Commercial licensing begins. Profit distributions commence.	Royalty on €300–600M+ ARR from member deployments. €2–3M revenue milestone earnout.
€50M+ revenue milestone	Partner's founding member discount generates direct cost savings at scale. Profit distributions material.	€3–5M earnout. Royalty stream accelerates. Family succession rights activate.

Article III — Founding Member Commitments

3.1 Capital Contribution

Each Founding Member makes a one-time capital contribution of €5–10M upon signing this Charter:

- Target total capitalisation: €60–140M from 10–14 Founding Members
- Funds platform development (Years 1–3), working capital, and Alliance formation costs
- Capital is held by the Alliance and deployed under Guardian Council-approved annual budgets
- The Sovereign AI Infrastructure Partner's retainer (€78,000) and MVP co-funding are credited toward their founding member contribution

3.2 Governance Participation

- One permanent seat on the Guardian Council with equal voting rights
- Participation in standards development and compliance framework setting
- Right to nominate candidates for Operations Ltd Executive Team appointments
- Quarterly meetings, with extraordinary sessions as required

3.3 Deployment Participation (Encouraged, Not Mandatory)

Founding Members are strongly encouraged to deploy BlackVault™ to their own workforce during the pilot phase. This is not a contractual obligation, but it provides:

- Immediate cost avoidance benefit via preferential member pricing
- Internal validation data supporting the platform's commercial rollout
- Competitive advantage: Founding Members become AI Act compliant ahead of the market

Article IV — Founding Member Returns

The Alliance model generates returns through three complementary mechanisms. The Sovereign AI Infrastructure Partner benefits from all three, plus the additional returns from the IP Option Agreement (Article II).

4.1 Return Mechanism A — Cost Avoidance (Immediate)

Founding Members receive 50% preferential pricing on all BlackVault™ deployments:

Pricing Tier	Founding Member Rate	Commercial Rate
ENTERPRISE (per employee/month)	€15–25	€25–55
For 100,000 employees: annual cost	Up to €30M	Up to €66M
For 250,000 employees: annual savings vs. commercial	Up to €75M per year	N/A

For most Founding Members, the 50% pricing discount alone recovers their capital contribution within Year 1–2 of deployment.

4.2 Return Mechanism B — Profit Distributions (Years 4+)

Constitutional Memory Operations Ltd licenses BlackVault™ to non-member enterprises at full commercial rates. Net profits are distributed annually to the Alliance and allocated to Founding Members proportional to capital contributed.

Distribution Waterfall

Step	Allocation	Purpose
1	20% of net profit	Operating reserves — platform resilience
2	Amount per Guardian Council approval	Expansion capital — new markets and models
3	Preference return until 1.5x cumulative capital	Founding Member preference — ensures early capital recovery
4	Pro-rata to all Founding Members	After preference achieved: proportional long-term distributions

Illustrative Return Projections (10 Equal Members × €7.5M = €75M total)

Period	Alliance Revenue	Net Profit	Per-Member Distribution
Years 1–3	Member deployments only	Reinvestment phase	Cost avoidance benefit
Years 4–5	€300–660M/year	€150–510M/year	€15–51M/year
Years 6–10	€900M–1.98B/year	€450M–1B/year	€45–100M/year
10-year total			20–67x on €7.5M investment

4.3 Return Mechanism C — Strategic & Regulatory Value

Strategic Benefit	Value to Founding Member
EU AI Act compliance by design	18-month head start on competitors. Avoid fines of up to €35M or 7% global revenues.
Guardian of European Data Sovereignty	Public positioning that resonates with governments, regulators, and enterprise customers.
Mission-protected infrastructure	Cannot be acquired by Big Tech. Investment is permanently aligned with European sovereignty.
Governance rights	Direct input into AI governance standards that will affect your entire sector and competitive landscape.
Competitive moat	Zero-transmission architecture takes 18–24 months to replicate. Alliance creates institutional lock-in.

Article V — Acquisition of BlackVault™ Technology

5.1 Path to Alliance IP Ownership

The BlackVault™ intellectual property, platform architecture, and Constitutional Memory framework are currently owned by Constitutional Memory S.A. (Gregory Malpass, Founder). The path to Alliance ownership proceeds as follows:

Stage	Action
Option Period (Months 1–6)	Sovereign AI Infrastructure Partner pays €13,000/month retainer and co-funds MVP development. Full IP access granted to Partner for development purposes.
Acquisition (Month 6)	If pilot success criteria are met, Partner exercises option and acquires 100% of Constitutional Memory S.A. and all BlackVault™ IP for €2–3M (less retainer credited).
Alliance Formation (Months 6–18)	Partner, as Anchor Founding Member, leads Alliance formation. IP is licensed to Operations Ltd under terms agreed at Alliance formation. The Alliance's collective ownership is secured through the Operations Ltd structure.

5.2 Founder Compensation Structure

Gregory Malpass (Founder) receives the following compensation from the IP acquisition and ongoing Alliance success:

Component	Terms
Option Agreement retainer	€13,000/month × 6 months = €78,000 (credited against acquisition price)
IP acquisition cash	€2–3M at Month 6 (less €78,000 retainer credited) upon option exercise
Earnout: Alliance formation (5+ members)	€3–5M
Earnout: €10M revenue milestone	€2–3M
Earnout: €50M revenue milestone	€3–5M
Ongoing royalty (Years 2–10)	1% of Partner's BlackVault™-related revenue — projected €30–100M over Years 3–10
Total projected return	Cash: €10–16M + Royalties: €30–100M = €40–116M over 10 years

5.3 Family Succession Rights

The Founder's royalty rights are transferable:

- May be assigned to family members (Jamie Wright and/or Matthew Wright) at any time
- May be split between family members as the Founder determines
- May be held in trust for estate planning purposes
- Alliance has no approval rights over family transfers

Purpose: Ensures that the founding developer's family benefits from the infrastructure's success as it scales over decades.

Article VI — Revenue Strategy: Four Models

The Alliance deploys BlackVault™ across four distinct user populations, each requiring a different privacy architecture. The Enterprise model is the primary revenue driver and the focus of the MVP pilot.

Model	Target	Pricing	Addressable Market & Rationale
ENTERPRISE (Priority 1)	Corporate employees	Member: €15–25/seat Commercial: €25–55/seat	EU AI Act compliance driver. 10K+ EU enterprises >1,000 employees. Founding member workforces provide first 2–5M users.
PRO	Individual professionals	Member: €10–55/month Commercial: €10–55/month	900M LinkedIn users globally. Privacy-first professional personalisation. High volume, strong unit economics.
EDU	Students & universities	Member: €1–6/student Commercial: €1–6/student	200M+ students worldwide. GDPR/FERPA compliance driver. Academic validation pipeline.
SHIELD	Families & child safety	Member: €2–3.50/family Commercial: €2–3.50/family	2Bn+ families globally. Social impact mission aligned with European values and child protection regulation.

MVP focus is ENTERPRISE model. PRO, EDU and SHIELD models follow in Years 2–3 under Alliance Guardian Council-approved roadmap.

Article VII — Financial Projections

7.1 Capital Deployment (Years 1–3)

Year	Budget	Primary Allocation
Year 1	€20M	Platform MVP: €9M · Team (CTO, COO, 20 engineers): €6M · Pilot deployment: €3M · Legal/operations: €2M
Year 2	€25M	Enterprise platform completion: €12M · PRO model: €6M · Geographic expansion: €4M · Operations: €3M
Year 3	€20M	EDU and SHIELD models: €10M · International expansion: €6M · Operations: €4M
Total	~€65M	Funded from Founding Member capital contributions

7.2 Revenue Projections

Year	Revenue	Net Profit	Status
Year 3	€360–600M	Break-even / reinvestment	Founding member deployments live
Year 5	€740M–1.32B	€150–510M	Commercial licensing scaled
Year 10	€2B+	€450M–1B annually	Global infrastructure standard

Article VIII — Governance Principles

8.1 Mission Protection

Principle	Provision
Non-acquisition	The Alliance shall never be acquired by, merged with, or sold to any commercial entity, technology company, or venture capital firm.
European jurisdiction	The Alliance and Operations Ltd maintain European jurisdiction and European data hosting in perpetuity.
Mission immutability	Changes to the Alliance mission statement require unanimous Guardian Council vote.
Transparency	All material terms of the Sovereign AI Infrastructure Partner's dual role and IP acquisition are disclosed to all Founding Members before signature.

8.2 Voting Thresholds

Decision	Threshold
Annual budget approval	2/3 supermajority
Admission of new members	2/3 supermajority
Geographic expansion outside Europe	2/3 supermajority
Changes to member pricing structure	2/3 supermajority
CEO appointment or termination	2/3 supermajority
Sale or merger of Operations Ltd	Unanimous
Changes to Alliance mission or this Charter	Unanimous
Amendments to governance structure	Unanimous
Expulsion of a Founding Member	Unanimous

8.3 Standards and Regulatory Commitment

- EU AI Act compliance embedded in architecture — not retrofitted
- Open standards development with published governance frameworks
- Active engagement with European AI Office, Council of Europe, and Ada Lovelace Institute
- Industry-specific compliance certifications for Finance, Healthcare, Defence, Telecommunications sectors

Article IX — Membership Terms

9.1 Founding Member Status

- Perpetual membership — no expiration
- Permanent Guardian Council voting rights — cannot be diluted by future members
- 'Founding Guardian' designation in all Alliance materials and public communications
- Founding Members cannot be required to increase their capital contribution

9.2 The Anchor Founding Member (Sovereign AI Infrastructure Partner)

- Holds the first Guardian Council seat and chairs the inaugural meeting
- Leads Founding Member recruitment in collaboration with the Founder
- Has right of first review on all major Alliance commercial contracts in Years 1–3
- Receives 'Founding Architect' designation in addition to 'Founding Guardian'

9.3 New Member Admission (After Alliance Formation)

- Guardian Council may admit new members by 2/3 supermajority from Year 3 onwards
- Same capital contribution requirements apply
- Full membership benefits except 'Founding Guardian' / 'Founding Architect' designation
- No dilution of Founding Member ownership or voting rights

9.4 Withdrawal

- Members may withdraw with 12 months' written notice
- Withdrawing member forfeits future profit distributions
- May sell membership stake to remaining members at book value
- Continues to access Alliance platform as a commercial customer

9.5 Expulsion

A Founding Member may be expelled for:

- Development of directly competing AI governance infrastructure
- Material breach of Charter obligations, unremedied after 90-day notice period
- Actions materially contrary to the Alliance's sovereignty mission

Expulsion requires unanimous Guardian Council vote. Expelled member forfeits profit distributions but retains platform access as a commercial customer.

Article X — Implementation Timeline

Timeline	Milestone
Months 1–6 (Option Period)	Option Agreement signed. Retainer (€13,000/month) begins. MVP development funded and commenced. Founder and Maricarmen Malpass full-time in support.
Month 6	Pilot success criteria reviewed. Partner exercises acquisition option (€2–3M). IP transfer executed. Alliance formation campaign begins formally.
Months 6–12	Sovereign AI Partner and Founder jointly approach 17 priority candidates. First 3–5 Founding Members sign Letters of Intent.
Q2–2026 / Q3 2026	Charter ratification. Founding Members commit capital. Legal entities formed (Alliance + Operations Ltd).
Q3–2026–Q2 2027	Full platform development under Alliance governance. BytePeaks and/or Partner engineering team lead build.
Q3 2027	Pilot deployment to Founding Member workforces (target: 2–5M employees).
Q1 2028	Commercial launch. Revenue generation begins. Non-member enterprise licensing opens.
Q4 2028	First annual profit distribution to Founding Members.

Speed of Alliance formation directly increases returns for all parties. The Sovereign AI Partner and Founder have aligned incentives to recruit founding members as rapidly as possible.

Article XI — Charter Amendment

This Charter may be amended as follows:

Amendment Type	Threshold
Operational amendments (pricing, timelines, deployment scope)	2/3 Guardian Council supermajority
Mission-critical amendments (mission statement, governance structure, acquisition protections, this Article)	Unanimous Guardian Council vote

Appendices (Reference Documents)

Appendix	Document
A	European AI Governance Alliance - Chief Executive Briefing
B	Valle Constitucional de Málaga — Estrategia
C	Valle Constitucional de Málaga — Introducción
D	Valle Constitucional de Málaga — Ecosistema de Innovación
E	AI Governance Market – Competitive Landscape
F	BlackVault™ Architecture – Technical Assessment
G	Constitutional Memory - BlackVault™ White Paper
H	EU Artificial Intelligence Act – Regulatory Pressure
I	AI-Governance Market - \$4.8B Governance Gap
J	European Sovereign AI Partner – LinkedIn Post
K	European Sovereign AI Partner Information Memorandum

Signature Page



By signing this Charter, each Founding Member commits to:

- The mission of data sovereignty for all European users
- The principles of neutral, European-owned AI governance infrastructure
- The collaborative spirit of shared infrastructure and proportional returns
- The long-term vision of perpetual guardianship of European digital sovereignty

This Charter becomes binding upon ratification by a minimum of 8 Founding Members committing a minimum of €60M total capital.

Founding Members

ANCHOR FOUNDING MEMBER — SOVEREIGN AI INFRASTRUCTURE PARTNER

Company: _____ [Company Name]

Authorised Signatory: _____ [CEO / Chairman]

Date: _____ Capital Contribution: € _____ M

Option Agreement Reference: _____

Member 2: _____ [Company Name]

Authorised Signatory: _____ [CEO / Chairman]

Date: _____ Capital Contribution: € _____ M

Member 3: _____ [Company Name]

Authorised Signatory: _____ [CEO / Chairman]

Date: _____ Capital Contribution: € _____ M

Member 4: _____ [Company Name]

Authorised Signatory: _____ [CEO / Chairman]

Date: _____ Capital Contribution: € _____ M

Member 5: _____ [Company Name]

Authorised Signatory: _____ [CEO / Chairman]

Date: _____ Capital Contribution: € _____ M

Member 6: _____ [Company Name]

Authorised Signatory: _____ [CEO / Chairman]

Date: _____ Capital Contribution: € _____ M

Member 7: _____ [Company Name]
Authorized Signatory: _____ [CEO / Chairman]
Date: _____ Capital Contribution: € _____ M

Member 8: _____ [Company Name]
Authorized Signatory: _____ [CEO / Chairman]
Date: _____ Capital Contribution: € _____ M

Member 9: _____ [Company Name]
Authorized Signatory: _____ [CEO / Chairman]
Date: _____ Capital Contribution: € _____ M

Member 10: _____ [Company Name]
Authorized Signatory: _____ [CEO / Chairman]
Date: _____ Capital Contribution: € _____ M

Member 11: _____ [Company Name]
Authorized Signatory: _____ [CEO / Chairman]
Date: _____ Capital Contribution: € _____ M

Member 12: _____ [Company Name]
Authorized Signatory: _____ [CEO / Chairman]
Date: _____ Capital Contribution: € _____ M

Member 13: _____ [Company Name]
Authorized Signatory: _____ [CEO / Chairman]
Date: _____ Capital Contribution: € _____ M

Member 14: _____ [Company Name]
Authorized Signatory: _____ [CEO / Chairman]
Date: _____ Capital Contribution: € _____ M

Technology Provider

Constitutional Memory S.A.

Represented by: Gregory Malpass, Founder & CEO

Signature: _____ Date: _____

Acknowledgement: Constitutional Memory S.A. hereby assigns all intellectual property, technology platform, and BlackVault™ middleware to the Sovereign AI Infrastructure Partner per the Option Agreement terms, for subsequent licensing to the European AI-Governance Alliance upon its formation, in exchange for the consideration set out in Article V of this Charter.

“Data sovereignty is not a feature. It is a foundation.”

European AI-Governance Alliance · February 2026