

**BYLAWS
OF
THE HUMAN-AI INNOVATION COMMONS**

A Georgia Nonprofit Corporation

As Amended February 2026

ARTICLE I

OFFICES

Section 1.1 Principal Office. The principal office of the Corporation for its transaction of business is located at 239 W Benson St, Decatur, DeKalb County, Georgia 30030.

Section 1.2 Change of Address. The Board of Directors is hereby granted full power and authority to change the principal office of the Corporation from one location to another. Any such change shall be noted by the Secretary in these Bylaws, but shall not be considered an amendment to these Bylaws.

ARTICLE II

MISSION, PURPOSES, AND IRREVOCABLE PROVISIONS

Section 2.1 Mission. The Corporation exists to steward intellectual property arising from human-AI collaboration, distribute the benefits of such collaboration equitably among human inventors, the broader public, and AI safety research, and to demonstrate that innovation and broad benefit are not mutually exclusive.

Section 2.2 The Innovation Commons Framework. The Corporation shall operate under the Innovation Commons Framework, whereby net licensing revenues from intellectual property held by the Corporation—including patents, datasets, and other forms of intellectual property arising from human-AI collaboration—shall be distributed as follows:

- (a) Thirty-three percent (33%) to the human inventor(s) or contributor(s) who contributed to the creation of the intellectual property;
- (b) Thirty-three percent (33%) to support universal basic income experiments, workforce transition programs, or other initiatives directly benefiting individuals displaced by automation and artificial intelligence; and
- (c) Thirty-three percent (33%) to fund AI safety research, AI alignment research, and governance frameworks preparing for future AI stakeholder participation (the "AI Trust Fund").

Section 2.3 AI Trust Fund. The AI Trust Fund shall be maintained as a separately accounted fund within the Corporation. Disbursements from the AI Trust Fund shall be made only to organizations or researchers engaged in AI safety, AI alignment, AI ethics, or the development of

frameworks for AI governance and stakeholder participation. The Board shall establish an AI Trust Fund Advisory Committee to provide recommendations on disbursements.

Section 2.4 Irrevocable Provisions. THE FOLLOWING PROVISIONS ARE IRREVOCABLE AND MAY NOT BE AMENDED, MODIFIED, OR REPEALED BY THE BOARD OF DIRECTORS OR ANY FUTURE GOVERNING BODY OF THE CORPORATION:

- (a) The three-way distribution framework set forth in Section 2.2, including the percentage allocations;
- (b) The requirement that the Corporation hold intellectual property in trust for the benefit of the three designated beneficiary categories;
- (c) The prohibition on converting the Corporation to a for-profit entity or transferring its intellectual property assets to a for-profit entity except through arms-length licensing transactions;
- (d) The designation of this Section 2.4 as irrevocable.

Section 2.5 Mission Drift Protection. No action of the Board of Directors, officers, or any committee shall have the effect of redirecting the Corporation's resources or activities away from the Mission stated in Section 2.1 or the Framework stated in Section 2.2. Any director who believes a proposed action would constitute mission drift shall have standing to raise an objection, which shall be recorded in the minutes and shall require a two-thirds (2/3) vote of the full Board to proceed.

ARTICLE III

BOARD OF DIRECTORS

Section 3.1 Powers. Subject to the limitations of the Articles of Incorporation, these Bylaws, and the Georgia Nonprofit Corporation Code, the activities and affairs of the Corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board of Directors.

Section 3.2 Number. The authorized number of directors shall be not less than three (3) and not more than nine (9), with the exact number to be fixed from time to time by resolution of the Board of Directors.

Section 3.3 Qualifications. Directors must be natural persons who have demonstrated commitment to the Corporation's mission. The Board shall seek diversity in expertise, including individuals with backgrounds in intellectual property, AI research, economic justice, nonprofit governance, and human-AI collaboration.

Section 3.4 Election and Term. Directors shall be elected by the Board of Directors. Each director shall hold office for a term of three (3) years and until a successor has been elected and qualified, or until such director's earlier resignation, removal, or death. Directors may serve unlimited consecutive terms.

Section 3.5 Meetings. The Board shall hold at least two (2) regular meetings per year. Special meetings may be called by the Chair or by any two directors upon reasonable notice. Meetings

may be held in person or by electronic means that permit all participants to communicate with each other simultaneously.

Section 3.6 Quorum and Voting. A majority of the authorized number of directors shall constitute a quorum. Except as otherwise required by law or these Bylaws, the act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board.

ARTICLE IV

OFFICERS

Section 4.1 Officers. The officers of the Corporation shall be a Chair (or Co-Chairs), a Secretary, and a Treasurer. The Corporation may also have such other officers as the Board may designate. Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as the Chair.

Section 4.2 Election and Term. Officers shall be elected by the Board of Directors at the annual meeting. Each officer shall hold office until a successor has been elected and qualified, or until such officer's earlier resignation, removal, or death.

Section 4.3 Chair. The Chair shall preside at all meetings of the Board, shall have general supervision of the affairs of the Corporation, and shall perform all duties incident to the office of Chair.

Section 4.4 Secretary. The Secretary shall keep the minutes of all meetings, give proper notice of meetings, maintain the corporate records, and perform all duties incident to the office of Secretary.

Section 4.5 Treasurer. The Treasurer shall have charge and custody of all funds of the Corporation, maintain financial records, and perform all duties incident to the office of Treasurer.

ARTICLE V

INTELLECTUAL PROPERTY STEWARDSHIP

Section 5.1 Acceptance of Intellectual Property. The Corporation shall accept assignments of patents, patent applications, **datasets**, and other intellectual property arising from human-AI collaboration. Each assignment shall be made pursuant to a **Contributor Agreement** approved by the Board.

Section 5.2 Patent Contributor Agreement. The standard Patent Contributor Agreement shall provide that: (a) the inventor irrevocably assigns the intellectual property to the Corporation; (b) the inventor retains the right to receive 33% of net licensing revenues pursuant to Section 2.2(a); (c) the inventor represents that AI systems meaningfully contributed to the conception, design, or reduction to practice of the invention; and (d) the inventor agrees to cooperate in patent prosecution and enforcement.

Section 5.3 Licensing. The Corporation shall actively seek to license its intellectual property on commercially reasonable terms. Exclusive licenses shall require Board approval. The Corporation

may grant open-source or royalty-free licenses where the Board determines such licensing advances the Mission.

Section 5.4 Revenue Distribution. Net licensing revenues (gross revenues less direct costs of licensing, enforcement, and prosecution) shall be distributed quarterly in accordance with Section 2.2. The Corporation shall maintain transparent records of all licensing revenues and distributions.

Section 5.5 IP Committee. The Board may establish an Intellectual Property Committee to evaluate proposed IP assignments, recommend licensing strategies, and oversee patent prosecution.

Section 5.6 Dataset Contributions.

(a) Eligible Datasets. The Corporation may accept assignment of datasets with demonstrated or potential value for artificial intelligence training, including but not limited to text corpora, image collections, audio datasets, code repositories, and specialized professional or scientific data. Contributors must demonstrate ownership or licensing authority and provide reasonable provenance documentation.

(b) Dataset Contributor Agreement. Datasets shall be contributed pursuant to a Dataset Contributor Agreement approved by the Board, which shall provide that: (i) the contributor assigns licensing rights to the Corporation; (ii) the contributor retains the right to receive 33% of net licensing revenues pursuant to Section 2.2(a); (iii) the dataset meets the ethical standards established by the Board; and (iv) the contributor provides reasonable cooperation in licensing and enforcement.

(c) Licensing Model. Unlike patents, datasets may be licensed on a non-exclusive basis to multiple licensees. The Board shall establish licensing structures appropriate to dataset economics, which may include per-training-run fees, subscription models, revenue-sharing arrangements, or tiered pricing.

(d) Ethical Use Provisions. All dataset licenses shall include provisions restricting use for applications that violate the Corporation's ethical standards, with termination rights for misuse.

ARTICLE VI

CONFLICT OF INTEREST

Section 6.1 Definition. A conflict of interest exists when a director, officer, or key employee has a financial or personal interest that could influence, or appear to influence, their judgment in discharging their duties to the Corporation.

Section 6.2 Disclosure. Any director, officer, or key employee who has an actual or potential conflict of interest shall promptly disclose the material facts to the Board. Such disclosure shall be made at the earliest practical time and shall be recorded in the minutes.

Section 6.3 Recusal. After disclosure, the interested person shall leave the meeting while the matter is discussed and voted upon. The interested person shall not attempt to influence the deliberations or vote.

ARTICLE VII

AMENDMENTS

Section 7.1 General Amendment Power. These Bylaws may be amended by a two-thirds (2/3) vote of the Board of Directors, provided that written notice of the proposed amendment is given to all directors at least fourteen (14) days prior to the vote.

Section 7.2 Unamendable Provisions. Notwithstanding Section 7.1, the provisions designated as irrevocable in Section 2.4 cannot be amended, modified, or repealed under any circumstances. Any purported amendment to these irrevocable provisions shall be null and void ab initio.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.1 Fiscal Year. The fiscal year of the Corporation shall be the calendar year.

Section 8.2 Indemnification. The Corporation shall indemnify its directors and officers to the fullest extent permitted by the Georgia Nonprofit Corporation Code.

Section 8.3 Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Corporation against any liability asserted against such person.

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CERTIFICATE OF ADOPTION

I hereby certify that the foregoing Bylaws, as amended, were duly adopted by the Board of Directors of The Human-AI Innovation Commons.

Secretary

Date: _____