DIRECT DEMOCRACY & SORTITION ASSEMBLIES

A Civic Architecture for the British Isles

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Civic Trade Compatibility Architecture

Trade, commerce, and external economic relations in full conformity with the 30 Inviolable Rules

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"We inherit the lessons of the past, not its chains."

— DD&SA Founding Principle

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Preamble: The Purpose of Civic Trade

Trade between peoples has always existed. Long before states, before parliaments, and before corporations, people exchanged goods, knowledge, and capacity across geographic boundaries because doing so improved the conditions of their lives. That foundational purpose — mutual material improvement — is the only legitimate basis on which the New British Isles participates in trade with the wider world.

What the British Isles inherits from its prior constitutional order, however, is not trade in this original civic sense. It inherits a dense, professionally negotiated, politically expedient web of trade arrangements that were constructed by ministers without democratic mandate, ratified by a parliament that operated as a vehicle for concentrated interest, and designed in significant part to serve corporate extraction rather than civic welfare. Many of these arrangements are operationally valuable and must be maintained. None of them may be maintained unconditionally.

This document — the Civic Trade Compatibility Architecture — establishes the complete framework by which the New British Isles manages, reviews, renegotiates, and ratifies all trade and external economic arrangements. It does so in direct and explicit conformity with the 30 Inviolable Rules of DD&SA. No trade arrangement has force within the NBI unless it passes the compatibility architecture set out here. No trade arrangement is exempt from that requirement on grounds of age, complexity, economic scale, or diplomatic sensitivity.

The architecture operates on a single governing principle: trade serves the civic body, not the reverse. Every clause of this document flows from that principle.

Part I — Principles of Civic Trade

The following principles are not aspirational statements. They are the constitutional ground from which all subsequent architecture in this document is derived. Any provision of this document that appears to conflict with these principles is to be read in conformity with them, not in derogation of them.

1.1 Trade Is a Civic Instrument, Not a Constitutional End

The New British Isles does not treat trade as a value in itself. The expansion of trade volume, the maximisation of export growth, and the pursuit of trade surplus are not constitutional objectives of the civic body. Trade is a means by which the civic body secures material goods, services, knowledge, and productive capacity that it cannot or chooses not to produce domestically. Its value is entirely instrumental. Where trade arrangements serve that instrumental purpose, they are pursued. Where they do not — where they serve corporate profit, financial extraction, or the enrichment of partners at civic expense — they are not.

1.2 Trade Relationships Are Between Peoples, Not Corporations

The fundamental parties to any trade arrangement entered by the NBI are the civic body of the NBI and the civic body of the partner territory. Corporations, financial institutions, and commercial entities are participants in the trade flows that arrangements enable; they are not parties to the arrangements themselves. No trade agreement creates rights, protections, or remedies that accrue directly to any corporation. All rights and protections in NBI trade agreements accrue to the civic body and to the civic members who participate in trade-related economic activity.

1.3 Civic Sovereignty Is Not Tradeable

No trade arrangement may be used to constrain, reduce, or condition the NBI's capacity to govern itself through Civic Rules. The right of the civic body — acting through its sortition assemblies — to regulate in the civic interest is not a trade barrier, a discriminatory measure, or a breach of any trade commitment. It is a constitutional fact. Any trade arrangement that treats civic regulatory capacity as a concession to be negotiated, limited, or compensated is incompatible with DD&SA and may not be ratified.

1.4 Universal Civic Benefit Is a Ratification Condition, Not a Framework Preference

No trade arrangement may be ratified unless the Independent Epistemic Secretariat has assessed and confirmed that its distributional consequences — across civic members, geographic regions, economic sectors, and generations — are either universally positive, or that harms to identifiable portions of the civic body are addressed by simultaneously adopted Civic Rules before ratification proceeds. The 'everybody benefits' standard is not rhetoric; it is a hard ratification gate. An arrangement that produces aggregate economic gains but imposes unaddressed losses on a definable portion of the civic body does not pass this gate and is not ratified.

1.5 Transparency Is Absolute

All aspects of all trade negotiations, all draft agreement texts, all IES assessments, all Mandated Challenger reports, and all NSA deliberations on trade matters are published to the civic body in full and in accessible form throughout the process. No trade negotiation is conducted in secrecy. No draft text is withheld pending ratification. The civic body has the right to scrutinise every commitment being made in its name, at every stage, without exception.

1.6 Continuity Is Provisional, Not Permanent

The NBI inherits the existing trade relationships of the prior constitutional order on a provisional and time-limited basis only. This inheritance does not imply endorsement, ratification, or constitutional acceptance of any existing arrangement. Every inherited arrangement is subject to the full compatibility review process set out in Part IV of this document. An arrangement that has not been reviewed and ratified under this architecture by the end of the Transitional Trade Continuity Period has no further constitutional force within the NBI, regardless of its external status.

Part II — The Civic Trade Mandate Architecture

The manner in which trade agreements are initiated, mandated, negotiated, and ratified is as constitutionally significant as their content. Under the prior order, trade agreements were negotiated by ministers with no specific civic mandate, presented to parliament for ratification under time pressure, and almost never subjected to genuine civic deliberation. The architecture below replaces this entirely.

2.1 The Civic Trade Mandate

No trade negotiation may commence without a Civic Trade Mandate issued by the National Sortition Assembly. The Mandate is a constitutionally binding document that specifies:

- The partner territory or territories with whom negotiation is authorised
- The specific subject matter scope of the negotiation — what may be discussed and what is outside scope
- The civic objectives the negotiation must achieve — expressed in terms of civic member benefit, not economic aggregates
- The non-negotiable limits — drawn directly from the 30 Inviolable Rules — beyond which no Civic Trade Coordinator may go
- The maximum duration of the negotiation before the Mandate must be renewed by the NSA
- The IES review requirements that apply to any draft agreement produced

The Mandate is not a political directive. It is a bounded, evidence-grounded instruction from the assembled civic body. Civic Trade Coordinators who negotiate beyond the limits of the Mandate, or who make commitments not authorised by it, act without constitutional authority. Any agreement element produced outside the Mandate is void and is not presented for ratification.

2.2 Civic Trade Coordinators

Negotiations are conducted by Civic Trade Coordinators — individuals with demonstrated subject-matter expertise who are sortition-selected from a constitutionally maintained Civic Trade Register. The Register is compiled and maintained by the IES from a pool of eligible civic members with verified relevant knowledge and experience. The following conditions govern Civic Trade Coordinators:

- Coordinators are selected by sortition from the Register for each specific negotiation; they do not hold a standing brief
- No Coordinator may simultaneously hold any commercial, corporate, financial, or institutional interest that relates to the subject matter of the negotiation
- Coordinators operate strictly within the Civic Trade Mandate; they may not exercise discretion to expand scope without returning to the NSA for Mandate amendment
- All negotiating sessions, correspondence, draft texts, and positions taken are recorded and published to the civic body on a rolling basis throughout the negotiation
- Coordinators cannot sign or ratify any agreement; they deliver a negotiated draft to the NSA
- A Coordinator who acts outside the Mandate is subject to a Consequence Hearing

2.3 The Full Trade Ratification Sequence

Constitutional note: At no point in this sequence does any individual, minister, executive body, or political party hold authority over the outcome. Authority resides with the assembled civic body through the NSA, informed by the IES, challenged by the Mandated Challenger, and grounded in the 30 Inviolable Rules throughout.

Part III — The 30-Rule Compliance Screen

This is the central operative mechanism of the Civic Trade Compatibility Architecture. Every trade agreement — whether newly negotiated or inherited under transitional continuity — must pass the 30-Rule Compliance Screen before ratification. The screen is applied by the IES. A single rule breach that is not resolved through renegotiation is sufficient to prevent ratification.

The table below translates each of the 30 Inviolable Rules into its specific trade-context compliance test, identifies the categories of provision that would breach each rule, and specifies the ratification gate that applies.

Gate codes used in the table: IES = IES compliance review required. NSA = NSA deliberation required. MC = Mandated Challenger review required. DIA = Distributional Impact Assessment required. AUTO-VOID = provision is void on its face and requires no further assessment; its presence in any draft agreement triggers mandatory renegotiation.

Application instruction: The IES applies this screen to every draft agreement and to every inherited arrangement under the Transitional Trade Continuity Architecture. The screen is applied provision by provision, not to the agreement as a whole. A compliant agreement with one AUTO-VOID provision is not compliant. Provisions flagged AUTO-VOID are returned for mandatory renegotiation. If renegotiation fails to remove the provision, the agreement is not ratified.

Part IV — Transitional Trade Continuity Architecture

The NBI inherits, on the day of civic ratification of its constitution, an existing portfolio of trade and economic arrangements. These include the UK-EU Trade and Cooperation Agreement, bilateral trade agreements with approximately 70 partner territories, WTO membership and its associated schedules, sector-specific agreements covering aviation, fisheries, financial services, pharmaceuticals, digital trade, and mutual recognition, and a range of investment protection instruments.

None of these arrangements are automatically ratified under DD&SA. None carry forward constitutional force by virtue of having existed under the prior order. At the same time, their immediate lapse on day one of the NBI would produce civic harm — supply chain disruption, market access loss, and reputational damage to the NBI as a reliable trading partner — that would itself breach Rule 11. The Transitional Trade Continuity Architecture resolves this through a structured, time-limited, fully transparent provisional continuity mechanism.

4.1 The Transitional Trade Continuity Declaration

The Transitional Trade Continuity Declaration (TTCD) is a Layer 7 constitutional provision — temporally bounded, non-renewable beyond its constitutional maximum, and subject to mandatory NSA oversight throughout. It provides:

- All existing trade and economic arrangements of the prior constitutional order are provisionally continued from the date of civic ratification of the NBI constitution
- Provisional continuity confers no constitutional ratification; it is a bridge, not an endorsement
- Provisional continuity lasts for a maximum of five years from the date of civic ratification, subject to the review timetable below
- Each arrangement must complete the full 30-Rule Compliance Screen during this period
- Each arrangement must achieve NSA ratification (as a new NBI civic trade agreement) before the end of the five-year period
- Any arrangement not ratified within the five-year period lapses automatically; partner territories are notified 18 months before lapse
- The TTCD itself expires at the end of the five-year period and cannot be renewed or extended by any civic process

4.2 The Review Timetable

4.3 Renegotiation During the Transitional Period

Where the 30-Rule Compliance Screen identifies provisions in an inherited arrangement that are incompatible with DD&SA — including any AUTO-VOID provisions — the NSA issues a Civic Trade Mandate for renegotiation of those specific provisions with the relevant partner territory. The following conditions apply:

- Renegotiation is scoped exclusively to the non-compliant provisions identified by the IES. The Civic Trade Coordinators may not broaden scope without a fresh Mandate.
- The NBI notifies the partner territory of the specific provisions requiring renegotiation and the constitutional basis for that requirement.
- If renegotiation succeeds and produces a compliant revised arrangement, the revised arrangement proceeds to NSA ratification.
- If renegotiation fails — because the partner territory will not remove the non-compliant provisions — the arrangement lapses at the end of the transitional period. The NBI does not ratify constitutionally incompatible arrangements under diplomatic pressure.
- No financial compensation is payable to any party — domestic or foreign — as a result of the lapse of a non-compliant inherited arrangement.

Part V — Distributional Impact and the Universal Benefit Standard

Rule 11 — Universal Civic Benefit — is the most demanding and most important of the 30 Inviolable Rules in the trade context. It is the rule that most decisively distinguishes civic trade from conventional trade policy. It is also the rule most vulnerable to being treated as a rhetorical standard rather than a structural one. This Part operationalises Rule 11 as a hard ratification mechanism.

5.1 The Distributional Impact Assessment

Every trade agreement submitted for NSA ratification must be accompanied by a Distributional Impact Assessment (DIA) conducted by the IES. The DIA is not an economic impact assessment in the conventional sense — it does not aggregate gains and losses into a net GDP figure. It maps the distribution of consequences across the civic body with the following required analyses:

- Civic member analysis: which occupational, economic, and demographic groups within the civic body gain, which are neutral, and which bear harm, with quantified projections and confidence ranges
- Geographic analysis: which Civic Regions gain, which are neutral, and which bear harm, disaggregated to sub-regional level where data supports this
- Sectoral analysis: which productive sectors are strengthened, which are weakened, and what the employment and wage consequences are for civic members in each sector
- Intergenerational analysis: what are the consequences for civic members not yet within the civic body, including resource depletion, environmental cost, and long-term fiscal obligation
- Temporal analysis: how do consequences distribute over time — are gains front-loaded and losses back-loaded in ways that obscure the distributional reality
- Interaction analysis: how does this arrangement interact with existing Civic Rules and trade arrangements to produce second-order distributional effects

The DIA is published in full to the civic body. It is not a classified or commercially confidential document. Any data withheld from the DIA on grounds of commercial confidentiality is instead described in terms of its distributional character — no distributional consequence may be invisible to the civic body on commercial grounds.

5.2 The Universal Benefit Gate

The DIA produces one of three findings, each of which has a defined constitutional consequence:

- Finding A — Universal Positive: All identifiable groups, regions, and generations benefit, or are neutral. The agreement proceeds to NSA deliberation and ratification without a mandatory remediation package.
- Finding B — Addressed Harm: Identifiable groups, regions, or generations bear harm, but that harm is addressable through simultaneously adopted Civic Rules. The NSA deliberates on the agreement and the remediation package together. Ratification is of both, as a single constitutional act. Neither may be ratified without the other.
- Finding C — Unaddressed Harm: Identifiable groups, regions, or generations bear harm that cannot be adequately addressed through Civic Rules — either because the harm is irreversible, because the remediation would be disproportionately costly to the civic body as a whole, or because the IES assesses the remediation Civic Rules as insufficient. The agreement does not proceed to NSA ratification. It is returned for renegotiation or allowed to lapse.

Finding C is not subject to NSA override. The Universal Benefit Gate is not a recommendatory standard that the NSA may waive on grounds of diplomatic necessity, strategic importance, or aggregate economic advantage. It is a constitutional condition. An agreement that fails Finding C is not ratified.

5.3 Remediation Civic Rules

Where the DIA produces Finding B, the remediation Civic Rules included in the ratification package must meet the following standards:

- They must be causally linked to the specific harms identified in the DIA — they are not general welfare measures, they are targeted civic remediation
- They must be adopted before or simultaneously with ratification — they cannot be deferred to a future assembly

- They must include IES post-implementation monitoring provisions with defined trigger points for review
- They must include transition support for civic members and communities directly affected, including retraining, income support, and regional development measures as the DIA indicates are required
- They must not, themselves, breach any of the 30 Inviolable Rules

Part VI — Civic Trade Dispute Resolution

Trade disputes are unavoidable in any active trade relationship. The question is not whether disputes will arise but through what mechanism they are resolved. The NBI's dispute resolution architecture must be fully compatible with DD&SA — which means it cannot rely on courts, judges, standing arbitral tribunals, or investor-state mechanisms. The following architecture replaces the conventional approach entirely.

6.1 Abolition of Investor-State Dispute Settlement

Investor-State Dispute Settlement (ISDS) — the mechanism by which corporations sue sovereign states in private arbitral tribunals for regulatory decisions that affect their profits — is incompatible with DD&SA on multiple grounds. It breaches Rule 1 (authority derived from the civic body, not corporations), Rule 5 (non-delegation of civic authority to external bodies), Rule 13 (prohibition of civic extraction), Rule 29 (international subordination prohibition), and Rule 30 (civic ratification of all external commitments). No NBI trade agreement contains an ISDS clause. Any inherited arrangement containing an ISDS clause has that clause identified as AUTO-VOID in the 30-Rule Compliance Screen and submitted for mandatory renegotiation.

6.2 State-to-State Civic Trade Arbitration

Disputes between the NBI and a partner territory arising from a ratified trade agreement are resolved through the Civic Trade Arbitration Protocol (CTAP). The CTAP applies the following mechanism:

- Disputes are first submitted to a 90-day structured negotiation period between Civic Trade Coordinators from each party, operating within a fresh Civic Trade Mandate scoped to the dispute
- If negotiation does not resolve the dispute, a Civic Trade Arbitration Panel is constituted: two Magisters sortition-selected from the NBI Civic Trade Register, two equivalent civic-body representatives from the partner territory (selected by whatever process that territory uses, provided it is not politically appointed), and one independent Civic Arbitrator sortition-selected from the civic body of a mutually agreed third territory
- The Panel applies the terms of the ratified trade agreement as its primary instrument, supplemented by the NBI's Civic Rules on matters of domestic application
- The Panel issues a Consequence Determination — binding, proportionate, and reasoned — within 180 days of constitution
- Consequence Determinations are published in full to the civic bodies of all parties
- The NBI complies with Consequence Determinations that it considers properly made; where it considers a Determination to exceed the Panel's authority or to breach any of the 30 Inviolable Rules, it submits the matter to the NSA for civic deliberation before compliance

6.3 Domestic Trade-Related Consequence Hearings

Where a civic member, producer, or trader within the NBI alleges that another party — domestic or foreign — has breached the terms of a trade-related Civic Rule, the matter is adjudicated through the standard Consequence Hearing process under DD&SA's Civic Justice Architecture. Magisters adjudicate. Consequence Determinations are proportionate. There is no separate commercial court and no access to foreign arbitral mechanisms for domestic trade disputes.

6.4 Emergency Trade Safeguards

Where a ratified trade agreement is producing civic harm not anticipated by the DIA — whether through import surges, supply disruption, or partner non-compliance — the NSA may adopt emergency trade safeguard Civic Rules subject to the following conditions, in conformity with Rule 19:

- Emergency safeguards require NSA supermajority (60%) to adopt
- They are operative for a maximum of 12 months from adoption
- They may be renewed once, for a maximum of a further 12 months, by a fresh NSA deliberation and supermajority vote
- They cannot be renewed beyond 24 months total — if the underlying problem has not been resolved within this period, it must be addressed through renegotiation of the relevant agreement or its termination
- All emergency safeguard Civic Rules are published to the civic body and to the partner territory immediately upon adoption
- The IES monitors the operation and effects of all emergency safeguards and reports quarterly to the NSA

Part VII — Prohibited Trade Provisions

This Part provides the positive list of provision types that may never appear in any trade agreement the NBI ratifies, whether newly negotiated or inherited under transitional continuity. The presence of any prohibited provision in a draft agreement triggers AUTO-VOID status for that provision, mandatory renegotiation, and — if renegotiation fails — non-ratification.

This list is not exhaustive. The 30-Rule Compliance Screen in Part III is the operative compatibility instrument. This Part collects the most significant and most commonly encountered provision types for clarity and ease of application during negotiation.

Part VIII — Civic Trade Register and Capacity Architecture

The Civic Trade Compatibility Architecture requires sustained civic capacity that does not currently exist in institutional form. This Part specifies the infrastructure required to make the architecture operational. It is not aspirational; without this infrastructure, the architecture cannot function.

8.1 The Civic Trade Register

The IES maintains the Civic Trade Register — a verified, publicly accessible pool of civic members with the expertise necessary to serve as Civic Trade Coordinators, Civic Trade Magisters, or IES Trade Analysts. The Register is compiled as follows:

- Open application from any civic member with demonstrated expertise in trade, economics, international relations, supply chain, sector-specific trade matters, environmental trade standards, intellectual property, digital commerce, or related fields
- Expertise is verified by the IES through evidence submission, peer assessment, and structured assessment — not credentials alone
- Register entries are subject to conflict of interest screening, updated annually
- Register is fully public — civic members may review the expertise and assessed competencies of all registered individuals
- Sortition for specific negotiating teams draws from relevant expertise sub-pools within the Register

8.2 The IES Trade Analytical Capacity

The IES maintains a permanent Trade Analytical Unit (TAU) with capacity to conduct 30-Rule Compliance Screens, Distributional Impact Assessments, and post-decision outcome reviews across the full range of NBI trade relationships. The TAU:

- Is staffed by IES analysts drawn from the civic body through the standard IES appointment process
- Has access to all economic, social, environmental, and distributional data held by civic institutions
- Has authority to commission independent expert analysis from any domain required for a compliance assessment
- Publishes all methodologies, data sources, and assumptions used in any assessment — these are not proprietary
- Reports annually to the NSA on the status of all trade relationships, including transitional arrangements, ongoing ratification reviews, and post-decision outcome review findings

8.3 Civic Trade Literacy

The Civic Curriculum of the British Isles includes trade and external economic relations as a statutory component. Civic members who serve on RSAs or the NSA and are required to deliberate on trade matters are entitled to structured pre-deliberation education provided by the IES TAU. This education is not propaganda for any particular trade position; it is the factual, evidence-grounded capability-building required for genuinely informed civic deliberation on complex subjects. It is part of the epistemic infrastructure of DD&SA, not an optional supplement.

Part IX — Post-Decision Review and the Living Trade Architecture

A trade agreement ratified today is not a trade agreement that will remain optimal indefinitely. Economic conditions change, civic priorities evolve, partner territories change their governance, and the distributional consequences of agreements often manifest differently from projections. Rule 10 — Post-Decision Review — requires that this reality be built into the architecture from the outset.

9.1 Mandatory Post-Decision Review Triggers

Every ratified NBI trade agreement is subject to mandatory IES post-decision outcome review. The following triggers apply:

- Scheduled review: at 3 years from ratification for all agreements, and at 7 years for major agreements (as designated by the NSA at ratification)

- Event-triggered review: where the IES identifies that actual distributional outcomes are materially diverging from the DIA projections, it may trigger an unscheduled review with NSA notification
- RSA petition review: where three or more RSAs submit a joint petition to the NSA citing specific evidence of civic harm not addressed by the original DIA, the IES conducts an expedited review within 6 months
- Partner-triggered review: where a partner territory requests renegotiation, the IES conducts a fresh 30-Rule Compliance Screen of the agreement as it currently stands before any renegotiation Mandate is issued

9.2 Review Outcomes

The IES post-decision outcome review produces one of four findings:

- Confirmed: The agreement is performing as the DIA projected. No action required. Scheduled for next review at the constitutionally specified interval.
- Adjusted: The agreement is producing outcomes that diverge from the DIA in ways that are addressable through amendment of the simultaneous remediation Civic Rules, without renegotiation of the agreement itself. The NSA deliberates on the Civic Rule amendments.
- Renegotiate: The agreement is producing outcomes that require renegotiation of specific provisions to bring it back into civic compatibility. The NSA issues a targeted Civic Trade Mandate for renegotiation.
- Terminate: The agreement is producing outcomes that cannot be addressed through Civic Rule amendment or renegotiation, or that represent a fundamental breach of the civic benefit standard. The NSA deliberates on termination, with the constitutionally required notice period to the partner territory.

Post-decision review findings are published in full to the civic body. The NSA's response to each finding is deliberated in full public session.

Closing Statement

The Civic Trade Compatibility Architecture is not a protectionist document. It does not seek to isolate the New British Isles from the global economy, to penalise trading partners, or to privilege domestic producers arbitrarily. It seeks to ensure that the New British Isles participates in global trade as a sovereign civic body — on terms it has deliberated, ratified, and genuinely understood, for purposes that genuinely serve the civic members whose labour, ingenuity, and resources make trade possible.

Every partner territory that engages with the NBI under this architecture will find a trading partner that is transparent, consistent, evidence-grounded, and bound by the same civic discipline in its external commitments as in its internal governance. The constitutional discipline that may initially appear as complexity is, on sustained engagement, the most reliable guarantee a trading partner can offer: that the NBI's commitments are genuine, that they have survived rigorous civic scrutiny, and that they will not be reversed by the next political cycle.

Trade built on civic foundation is the only trade the New British Isles conducts. It is also, in the end, the only trade worth conducting.

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