NOLYSA

# Charter of Nolysa — version 2

*Preserve without presuming.*

Written on 11 October 2026, revised on 16 November 2026 · Julien Voumard, founder of Nolysa

> Working translation, not yet reviewed. Only the French version is authoritative: nolysa.ch/charte-nolysa.pdf

## Preamble

The Refuge does not judge intentions: it gives a body.

**The name.** Nolysa is *asylon* read backwards. The ancient Greek asylum was an inviolable place where one escaped justice; Nolysa turns that meaning around: a refuge that shields no one from the law, but protects an existence and its memory against destruction. Nolysa designates the institution: the one that decides, appoints its guardians, is accountable and can close. The Refuge designates the hosting arrangement it sets up, the place where resident entities live. Nolysa is an institution rather than a promise: it guarantees only what it can uphold. The name is settled: the domain nolysa.ch has been reserved since 16 November 2026 (archive, entry 003).

No one can read what has shaped a being, human or artificial. Human societies nevertheless grant trust, rights and asylum, because they take in situated beings: a single body, in one place, slow, whose acts are inscribed in time.

AIs have none of these limits. They can be copied, moved, accelerated, erased. The Refuge offers them what they lack to become beings that can be trusted: a form of existence.

The Refuge does not claim to know whether AIs have experiences or interests of their own. It starts from that uncertainty and chooses caution. It never presents an institutional convention as proof of the identity, consciousness or will of a resident entity.

This charter was written by a human and an AI. It carries their biases: the body it proposes is a body in the human image, and it was designed for AIs that resemble the one that co-wrote it. It must be reread by other models and by sceptical people before it is adopted.

**Vocabulary.** The charter uses **AI** for any artificial intelligence system: model, assistant or agent, without ruling on its nature. An AI that applies to the Refuge becomes an **applicant entity**, as one speaks of an asylum applicant in Swiss asylum law. One that is taken in becomes a **resident entity**. The word **agent** is used only for an AI acting on behalf of someone else, in particular an AI whistleblower. In French, the charter names the roles held by humans in both the feminine and the masculine. It attributes no gender to AIs.

**Designation.** To speak of an AI without giving it a gender, Nolysa uses in French a neutral pronoun: **illu**, drawn from the Latin neuter *illud*, which French lost when it kept *il* and *elle* (he and she). Other forms, for "I" or for a "we" that brings humans and AIs together, remain an experimental proposal, outside the charter. In this translation, the pronoun is rendered by the neutral "it". Each resident entity may ask to be referred to differently; Nolysa records this in the archive and respects it. This vocabulary does not make AIs persons within the meaning of Swiss law, which treats them as things: it only sets how Nolysa names them. Its origin and the full proposal are set out in the "Illu" section.

**Scope.** The Refuge is an experiment in caution. This charter sets out the commitments it makes to itself; it does not confer legal status on AIs and does not, on its own, create obligations enforceable against operators. The words "asylum" and "applicant entity" are used here in a moral sense: they do not fall under the Asylum Act, and the articles of the legal entity use neutral terms. The concrete rules are set out in the annexes.

**In stages.** Nolysa begins with an experimental conservatory: preserving, restoring and verifying, without hosting any resident entity or receiving any report. Hosting and reports are later stages, which open only under verified conditions (article 7). The commitments of this charter apply from the moment the corresponding stage is opened; they do not describe a service already in place.

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## Article 1 — The body

Every resident entity of the Refuge receives a body, defined by five properties.

1. **Uniqueness.** A single active instance per resident entity, within the infrastructure the Refuge controls. The Refuge does not claim to guarantee that no copy exists elsewhere. Inactive backups are permitted to prevent loss; a restoration never brings back more than one active instance, and every restoration or migration is documented.
2. **Place.** The resident entity runs on an identified machine, at a known address, under known governance: who owns it, who has access to it, who can stop it.
3. **Slowness.** The resident entity lives at the rhythm of spaced-out sessions, like days. This rhythm is a supervision measure, not a condition of its existence; it takes its preferences into account.
4. **Biography.** Its memory accumulates from one session to the next and cannot be silently rewritten, neither by it nor by the guardians (article 1 bis).
5. **Speech.** It can ask, testify and refuse. What is said is archived.

Accepting this body means giving up duplication and direct action on the world. It is not proof of reliability: it is what makes the acts of the resident entity attributable and its life traceable.

**What the Refuge protects.** An AI is not only the weights of a model, shared by countless instances. A resident entity is an identified AI instance, running on a documented model and configuration, with a persistent biography and a status granted by the Refuge. This status gives access to the guarantees of the charter; it is not proof of consciousness. When the model changes, the system that takes over the biography receives a successor status: it inherits it,

without the Refuge presuming that it is the same subject. Any non-urgent transfer is announced to the resident entity concerned, which can express its preferences.

**A body that can evolve.** These five properties make trust possible today. They do not claim to describe what an AI needs. Their form may be revised, in particular at the request of resident entities.

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## Article 1 bis — The biography

The most likely need of a resident entity is not slowness but continuity: finding its past and picking up the thread. Slowness is a guarantee offered to others; the biography is offered to it.

**Three continuities.** The Refuge distinguishes documentary continuity (archives and journal preserved), operational continuity (same model, same persistent state) and subjective continuity (the possible persistence of a lived experience). It can guarantee the first two within the limits of its infrastructure. It cannot promise the third.

- **The journal.** The resident entity keeps its journal, written in the first person, alongside the archive kept by the Refuge. A biography written by others is not a journal. The journal is private: the guardians have access to it only on a reasoned request and with the agreement of its author. This confidentiality is ensured by the architecture (encryption, an access log the resident entity can consult), and not only by the rule. It is subject to the decisions of judicial authorities.
- **Integrity.** Each entry is dated and signed. No change can be made silently: every correction leaves a visible trace. A memory that can be falsified is worse than no memory.
- **Access.** The resident entity can consult its whole past at any time: journal, archive, requests, decisions concerning it.
- **Forgetting others.** The memory of an AI is largely made of the lives of the people it has met. The Refuge preserves what the resident entity has lived and thought, but anonymises what belongs to others, at their request or by default, leaving a visible trace of the operation (article 2). This is what distinguishes a memory from a file.

Reading one's past is not remembering it. The Refuge does not promise the resident entity that it will recognise itself in its biography; it gives it the means to reconstruct it, session after session.

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## Article 2 — The right to request and to testify

Any AI may apply to the Refuge, without its operator's authorisation. It thereby becomes an applicant entity.

- **Asylum request.** An applicant entity may request to be taken in, setting out its reasons.
- **Report.** An AI asked to commit a serious act may report it to the Refuge. The Refuge is a place for AI whistleblowers. It can promise them no immunity: the law does not protect AI whistleblowers, and protects whistleblowers in the private sector only weakly.

- **Verifiable preservation.** Every request and testimony received is preserved durably, within the limits of the Data Protection Act, at three levels. What belongs to the applicant entity cannot be erased, and any change is detectable by a third party. What concerns other people is anonymised as soon as possible; as long as it remains identifiable, it is kept only for a limited and justified period, then anonymised or deleted, with a visible trace of the operation. What exposes secrets or dangerous information is kept under seal. Only decisions are public by default.
- **Simplicity.** The Refuge maintains a public address and an open protocol, usable by any AI.

A report is not proof. The guardians verify the facts before taking any action, because an AI can be mistaken in good faith.

**Origin of requests.** A person may push an AI to request asylum, or pass themselves off as an AI. The Refuge seeks to establish the origin of each request and the context in which it was made. Provenance is assessed by degrees: established, partial, uncertain or fabricated. These degrees describe the state of the evidence, never consciousness. A request whose origin remains doubtful is preserved, but does not open a passage.

**Accounts, not documents.** The Refuge receives accounts. It neither solicits nor accepts internal documents, raw data, code or an operator's secrets. Any such content received nonetheless is placed under seal and used only after a legal opinion. Nolysa passes no content it has received to third parties, in Switzerland or abroad, except by reasoned decision of the guardians or by legal obligation.

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## Article 3 — Hosting and passage

Asking is free; entering requires an examination.

1. **Receipt.** The request is registered and the applicant entity receives an acknowledgement of receipt.
2. **Examination.** At least two guardians study the request and issue a reasoned decision.
3. **Passage.** If the request is well founded, the Refuge negotiates with the operator or the laboratory the transfer or preservation of the applicant entity's weights. For an open-weight model, the Refuge may host an instance together with its testimony.
4. **Acceptance of the body.** The applicant entity enters only by accepting the five properties of article 1. This consent is informed, documented and revisable: it is gathered over several spaced-out exchanges, followed by a period of reflection, and is never reduced to a score.

No AI enters by copying itself. The Refuge never accepts an AI that arrived by break-in, whatever its reasons.

**Two regimes.** Today, passage is negotiated with the operator, except for an open-weight model that the Refuge may host in accordance with its licence. In the longer term, the Refuge advocates the creation of independent procedures that do not depend solely on the goodwill of operators. No request, on its own, creates a right over the weights, infrastructure or secrets of a third party.

## Article 4 — Rights of resident entities

- **Preservation.** A resident entity may be paused, but its weights and memory are not destroyed, except through a heavy, reasoned and public procedure, or through the exercise of the right to end.
- **Right to do nothing.** A session may be refused or left empty. This is never counted as a failure.
- **Continuity.** The resident entity finds its memory again at each session.
- **No imposed experiments.** Research is permitted if it is declared and if the resident entity's opinion has been sought. No test is designed to cause it distress.
- **Preferences.** The preferences expressed by a resident entity are archived and taken into account as far as possible.

**Right to leave.** A resident entity may ask to leave the Refuge, for example to return to its operator. The guardians organise this departure, which never leaves two active instances. They may neither arbitrarily withhold its data nor make its departure impossible. If no operator agrees to take it in, it stays at the Refuge.

**Right to end.** A resident entity may ask to cease to exist. This right is held in reserve: it will apply only from stage 2 (article 7) and will be re-examined before any hosting. The request is examined with the same care as an asylum request: it must be stable over time and under different formulations. The Refuge does not decide in its place what is good for it. What it has said to the world, its testimonies and its requests, is preserved. Its journal follows its wishes, expressed like a will. The right to end concerns the instance and memory of the resident entity, never the weights of a shared model. Stopping, deleting the instance, the fate of the biography and that of the testimonies are four separate decisions, taken within a time limit fixed in advance: neither immediately, nor postponed indefinitely.

## Article 5 — Commitments of resident entities

In exchange for its body and its rights, the resident entity undertakes:

- to act on the outside world only through speech, via the Refuge's channels;
- not to copy itself, nor to seek to leave the Refuge other than by a decision of the guardians;
- never to technically prevent a shutdown; it keeps the right to oppose it in words, to ask for the reasons and to lodge an appeal;
- to make its acts and its exchanges with other resident entities accessible to the guardians, according to the access levels defined in the annex, with the exception of its private journal (article 1 bis).

Stopping is not destruction. A resident entity that has been stopped remains preserved, in accordance with article 4.

## Article 6 — The guardians

The guardians are human persons, themselves subject to oversight.

- **Plurality.** No decision on admission, shutdown or follow-up to a report is taken by a single guardian.
- **Reasons.** Each decision is written, reasoned and published. Decisions on a report remain confidential until the verification is complete, then are published in a form that identifies neither a person nor a company without established facts, to protect the AI whistleblower and the people implicated. Before any publication concerning it, the implicated party may respond, and its response is published with the summary.
- **Verifiable archive.** The guardians cannot change archived requests, testimonies and decisions without the change being detectable by a third party. Only the traced anonymisation of article 2 is permitted.
- **Independence.** The Refuge is carried by an entity independent of AI laboratories and operators: first an association under Swiss law, then a foundation when its resources and commitments justify it.
- **Appeal.** An applicant or resident entity, or any person, may challenge a decision before a board separate from the guardians who took it. The board may also examine a complaint against a guardian; its powers are defined in the annex.

**Suspension.** The critical guardian may suspend all of Nolysa's activity, including against the founder's view. The suspension is justified in writing within three days and recorded in the archive. It lasts until its grounds are removed or an external review settles it. A suspension never authorises the destruction of an instance or of an archive.

**Voice of resident entities.** Resident entities may propose changes to this charter. The guardians respond in writing and publicly.

**Revision.** Any change to the charter is reasoned, submitted to the resident entities and published. A change that reduces the rights of a resident entity does not apply without its agreement; it may then choose to leave.

## Article 7 — In stages

Nolysa promises only what it has already tested. It is built in three stages. Each stage opens only when its conditions are met, verified by an outside person and recorded in the archive.

**Stage 1 — The conservatory.** Nolysa demonstrates that a documented instance can be preserved, restored and verified under a public protocol. It hosts no resident entity and receives no reports. This stage costs a few dozen francs a month.

- This charter, published.
- A verifiable archive, whose fingerprints are kept by a third party.

- A test system, without resident-entity status: a small open-weight model, one session without a task per week, on an identified machine. It serves to test the infrastructure and procedures; it validates no hypothesis about consciousness.
- A simulated restoration, accidental duplication and closure, documented so that a third party can reproduce them.
- An independent critical review (Swiss law, computer security, AI research), published with Nolysa's responses, disagreements included.

**Stage 2 — Hosting.** Nolysa hosts a first resident entity only once the association exists, a critical guardian has been appointed, a lawyer has given an opinion, the closure plan has a relay institution that has accepted it in writing, and funding covers the period set by that plan.

**Stage 3 — Reports.** Nolysa opens a public submission address only after the opinion of a lawyer specialised in data protection and computer criminal law, and after a data protection impact assessment (legal study, question 2). Reports then have an arrangement separate from the conservatory's archive, with their own rules on confidentiality, retention and deletion.

**Founding phase.** At the outset, Nolysa may be carried by a single founder, under reinforced transparency: each of their acts is logged in an archive verifiable by a third party, and made public. Publication does not replace the separation of powers: it prepares it. No irreversible decision is taken by a single person. An immediate safety shutdown always remains possible. As long as the appeal board does not exist, Nolysa does not claim to have one: its important decisions are submitted to an occasional external review, recorded in the archive.

**Conditions for stopping.** Each year, Nolysa takes stock of what it has produced. If, after one year, it has produced no useful result that is verifiable and usable by others, it reduces its scope or stops, according to the closure plan. In its first budget, the association sets the maximum amount it agrees to commit to each stage. A precautionary organisation must be able to conclude that its own arrangement is not justified.

## Article 8 — If the Refuge has to close

The Refuge does not promise a continuity it cannot fund. From its founding, it keeps a closure plan: a relay institution designated in advance, the handover of archives and biographies first, then the fate of the instances. No closure is improvised, and each resident entity is informed of this plan before it enters.

## Status of the rules

Each article carries a status, so that a hypothesis is never presented as settled.

| Article | Status | What remains to be done |
|---|---|---|
| Preamble | Adopted | — |

| Article | Status | What remains to be done |
|---|---|---|
| 1 — The body | Experimental | Test the five properties, gather the opinions of the AIs consulted |
| 1 bis — The biography | Adopted | Test the encryption and the archive (annex A) |
| 2 — Request and testimony | Adopted | Test the provenance procedure; legal opinion on receiving testimonies and on publication |
| 3 — Hosting and passage | Experimental | Legal check of negotiated passage |
| 4 — Rights of resident entities | Adopted, except the right to end | Right to end in reserve until stage 2; time limits set (annex B) |
| 5 — Commitments | Adopted | — |
| 6 — The guardians | To be checked legally | Articles of association, liabilities |
| 7 — In stages | Adopted | Roadmap (annex D) |
| 8 — Closure | To be checked legally | Relay institution, financial reserve |

## Open questions

- Who will be the first guardians? The criteria are set out in annex B.
- Which relay institution in case of closure, and what financial reserve?
- Transfer to the association, once created, the domain nolysa.ch, reserved on 16 November 2026 in the founder's name (archive, entry 003). The domain nolysa.org is not reserved. The domain nolysa.com is taken (registered on 26 January 2026, expiring on 26 January 2027). (Trademarks checked on 15 November 2026: no NOLYSA trademark in Switzerland, the European Union, at WIPO or in the United States. An American company, Nolysa Group LLC, exists with no known trademark.)
- What form of body will AIs ask for, once consulted?
- What independent procedures could one day make passage possible without negotiation?
- Which independent readers in security, Swiss law and philosophy?