

Ulex



Open Source Legal Operating System

Version 1.1 (2017)

Ulex

Open Source Legal Operating System

Version 1.1 (2017)

Introduction to Version 1.0

This document makes Ulex, an open source legal operating system, available for public use. Like all software, the formal algorithms of Ulex generate desired results in a regular, predictable, programmable manner. Like the operating system that makes a computer or smartphone user-friendly, Ulex provides a legal platform for running everything from a business pursuing profit, to an individual seeking work, to a family seeking happiness. To all these and more, Ulex offers a fair and efficient legal system. And like any open source program, Ulex is not doled out by the dime but instead free for anyone to download, use, and modify. They need only adopt and implement by mutual express consent the procedural, substantive, and meta-rules that follow this brief introduction.¹

Ulex does not so much create the law as curate it, combining specialized rule sets from trusted sources into a simple but comprehensive legal system. It covers *civil law* in the sense of *private law*—not in the sense of *Roman law* and not in contrast to *common law*.² As such, Ulex by default does not include criminal law, which concerns not purely private matters, but instead offenses against the public at large. Ulex 1.0 instead offers criminal law as an optional module.

With regard to all areas of law, Ulex offers both *procedural* rules, which define how parties resolve their disputes, and *substantive* rules, which describe their legal rights and remedies. A few *meta-rules* protect the system against the functional equivalent of what computer programmers rue as “run-time” errors. Ulex merely sets default rules in most cases, leaving users free to run other legal systems “on top of” it.³

¹ For more about Ulex, see, Tom W. Bell, *YOUR NEXT GOVERNMENT? FROM THE NATION STATE TO STATELESS NATIONS* (Cambridge University Press, 2017).

² In fact, scholarly summations of common law rules—the various *RESTATEMENTS*—constitute the greatest part of Ulex's substantive rules.

³ See *AMERICAN LAW INSTITUTE, RESTATEMENT (SECOND) OF CONFLICT OF LAWS* § 187 (1971), allowing parties to specify what law controls matters within the scope of their agreement, which Ulex incorporates by reference at rule 2.4.1.

The default rules of Ulex 1.0 come from the *Restatements of the Common Law*, the *Uniform Commercial Code*, and other select sources. To specify the rules is not to replicate them, however. Some of the rule sets used in Ulex remain subject to copyright claims. Most such copyright claimants nonetheless make their materials publicly available. Uniquely, however, the American Law Institute (ALI) both claims copyrights in the black-letter rules of the *Restatements* and declines to make them publicly available.⁴ Given that the Restatements constitute binding public law in the United States, and that copyright cannot restrict public access to public laws, the ALI's claim looks suspect. But resolution of that question must wait. It would at all events prove taxing to duplicate every rule of Ulex 1.0 in this document, which instead incorporates most of its constituent rules by reference, leaving users to access specific provisions as the occasion requires and as they see fit.

Introduction to Version 1.1

Field tests of Ulex 1.0, while largely positive, suggested that few edits might improve the performance of the system. Version 1.1 of Ulex thus duplicates version 1.0 but for these four changes:

- Procedural rules trimmed and rearranged;
- A firewall against judicial excess added;
- Meta-rules amended and rearranged to add run-time stability; and
- Optional module offered for enactment by host sovereigns.

Explanations follow in order, below.

Procedural rules trimmed and rearranged. Version 1.1 does away with the detailed procedural rules that version 1.0 had offered in Rule 1.3, which incorporated by reference the American Arbitration Association's *Commercial Arbitration Rules and Mediation Procedures* (2010). Unsurprisingly, in retrospect, those rules defaulted to the Association's preferred judges and procedures a bit too forcefully for some users. Furthermore, to use the Association's rules would raise especially troubling copyright complications. Ulex 1.1 thus relies on ALI & International Institute for the Unification of Law's *Principles of Transnational Civil Procedure* (2004). Those rules provide enough detail to get the dispute resolution process started, and often to finish it, leaving parties to choose other and more detailed rules if and when they see fit.

Another change in the procedural section: the order of the rules. Whereas version 1.0 put Ulex's basic triad of default rules before the *Principles of Transnational Civil*

⁴ Access to the *Restatements* can be purchased in a variety of ways and formats: from ALI, for bound versions of its publications, at <https://www.ali.org/publications/#publication-type-restatements>; from Thompson Reuters, for purchase or lease of bound or e-books, at <http://legalsolutions.thomsonreuters.com/law-products/Publication-Types/Restatements-of-the-Law/c/20194>; or via online databases offered by Westlaw, www.westlaw.com/, Lexis www.lexis.com/, or HeinOnline, home.heinonline.org/. (All sites visited April 30, 2016).

Procedure, version 1.1 reverses that order. Why? Because Ulex users want to trust that those defaults will apply unless and until they expressly change them, and because the meta-rule against conflicts (Rule 3.1 in version 1.0; Rule 3.3 in version 1.1) provides that later rules prevail over earlier ones. Reversing the order of the rules in the procedural section thus ensured that the default triad will prevail over anything in the *Principles of Transnational Civil Procedure* to the contrary. Users who want other procedures can, of course, adopt them by separate agreement.

A firewall against judicial excess added. Ulex 1.1's new Rule 2.9 would apply in those rare instances when the judges chosen under Ulex's procedural rules face a question not resolvable by Ulex's extensive collection of other substantive rules. Rule 2.9 would then contain the crisis, saving the larger system from failure. Even if never put to use, this legal firewall would quietly give users greater confidence in Ulex.

Rule 2.9 is not the only or even necessarily the best way to deal with questions arising outside the substantive rules of Ulex. Claims not founded in the rules should face sufficient discouragement in the prospect of a motion to dismiss and the fact that a losing party must pay the prevailing party's costs. It is not inconceivable, however, that parties to an otherwise rule-based dispute might invite the court to decide a relatively minor issue, one related to their dispute but not decided by any other rule.

For example, co-owners disputing their rights to a jointly owned house might invite the court to decide what color they should paint it. Rule 2.9 would in the event require that the court to decide the question in accord with common practice, the general tenor of the rules, and a decent respect for human dignity. Tan or blue would probably suit nicely for the house in question; puke green presumably would not.

Meta-rules amended and rearranged to add run-time stability. For reasons more theoretical than practical, version 1.1 introduces two subtle changes to Ulex's meta-rules. Both aim to protect the system from internal contradictions. In computer code, those kinds of errors can cause a system to freeze up or shut down. In legal code, they would doubtless have similarly unwelcome effects.

Version 1.0 already had a rule against such conflicts—Rule 3.1. Because it was not at the very end of the rules listed in the index, though, there remained the possibility that some later rule might contradict it. Version 1.1 fixes that bug by moving the rule against conflicts to the very end of the meta-rules, to Rule 3.3.

Ulex 1.1 also changes the wording of this safeguard against conflicts, adding at the end, "but no rule can prevail over this one." That additional clause bars the later addition of a rule that contradicts the rule against contradiction. Perhaps that is over cautious. Those who issue new versions of Ulex could instead simply always list the meta-rules last. If a jurisdiction adopted the optional criminal law or integration modules, for instance, it could rearrange and renumber the rules to ensure that the rule against contradiction comes at the very end of the index. It is impossible to ensure that future Ulex editors will take that precaution, though, so the newly added clause writes the anti-contradiction rule into the code itself, protecting Ulex against run-time errors.

Optional module offered for enactment by host sovereign. This new and brief collection of rules, offered in a new section 5, regulates the process through which a host sovereign's courts review and reject or adopt the judgments of Ulex courts. In form and effect, the Integration Module reflects the core provisions of the long-lived and widely respected United States Federal Arbitration Act (FAA).⁵ Subject to scrutiny for inherently unfair adjudications, the FFA gives private arbitrations force of law, allowing the prevailing private party to invoke public powers to enforce the private judgment. Module 5 does likewise for decisions rendered under Ulex and presented for enforcement in the courts of a host jurisdiction. In this way, special jurisdictions running Ulex can integrate more fully with other legal systems.

Notes for Users

How can you run Ulex? Either move to a jurisdiction that has adopted the legal system or, in what amounts to much the same thing, mutually agree with others to have Ulex govern your legal relations. The first option remains for now only a theoretical possibility; the second calls for little more than a handshake. To make it formal, an agreement to run Ulex should have a choice of law and forum clause along these lines: "Ulex 1.1 governs any claim or question arising under or related to this agreement, including the proper forum for resolving disputes, all rules applied therein, and the form and effect of any judgment."

For greatest accuracy, citations to Ulex should note the version; e.g.: "Ulex 1.1" or "Ulex 1.1 (2017)." Particular rules can be cited using this format: "Ulex 1.1, Rule 3.1 (2017)." To cite this document, use the shortened URL: <https://goo.gl/YByFti>.

The .PDF version of this file has been certified in the Bitcoin blockchain via the Proof of Existence service. To determine the veracity of your copy, test it at <https://proofofexistence.com/>. A true copy will return a report along the lines of, "Registered in the bitcoin blockchain since: 2017-06-09" followed by the exact time of registration (which of course cannot be simultaneously recorded in this, the selfsame document).

⁵ 9 U.S.C. § 1-ff.

Ulex 1.1 (2017)

1. Procedural Rules

1.1. Procedural Principles: ALI & International Institute for the Unification of Law, *Principles of Transnational Civil Procedure* (2004).⁶

1.2. Default Procedural Rules

1.2.1. Judges: Each party chooses a judge and those two judges choose a third.⁷

1.2.2. Remedies: The judges choose one party's proposed remedy.⁸

1.2.3. Costs: The losing party pays the winning party's legal costs.⁹

⁶ *Id.*

⁷ See, United Nations Commission on International Trade Law, *UNCITRAL Model Law on International Commercial Arbitration* Art. 10(2) (2006) http://www.uncitral.org/pdf/english/texts/arbitration/ml-arb/07-86998_Ebook.pdf (setting default number of arbitrators at 3); *id.* Art. 11(3)(a) (describing method by which panel of three arbitrators chosen). See also, American Arbitration Association, *Commercial Arbitration Rules and Mediation Procedures* R-12(b) & R-13 (2013) (setting forth similar procedure).

⁸ See, e.g., Major League Baseball, *2012-2016 Basic Agreement* Art. VI, § E(13), p.22 (2016) http://mlb.mlb.com/pa/pdf/cba_english.pdf (visited April 28, 2016) ("The arbitration panel shall be limited to awarding only one or the other of the two [remedies] submitted.").

⁹ See, American Law Institute & International Institute for the Unification of Law, *Principles of Transnational Civil Procedure Principle 25* (2004) <http://www.unidroit.org/english/principles/civilprocedure/ali-unidroitprinciples-e.pdf> (codifying the rule).

2. Substantive Rules

2.1. Tort Law

2.1.1. Generally: ALI, *Restatement of Torts, Second* (1965-79).¹⁰

2.1.2. Defective Products: ALI, *Restatement of Torts, Third, Product Liability* (1998).¹¹

2.1.3. Shared Blame: ALI, *Restatement of Torts, Third, Apportionment of Liability* (2000).¹²

2.1.4. Personal Harm: ALI, *Restatement of Torts, Third, Liability for Physical and Emotional Harm* (2009-12).¹³

2.2. Property Law

2.2.1. Generally: ALI, *Restatement of Property* (1936-40).¹⁴

2.2.2. Leases: ALI, *Restatement of Property, Second, Landlord and Tenant* (1977).¹⁵

2.2.3. Mortgages: ALI, *Restatement of Property, Third, Mortgages* (1997).¹⁶

2.2.4. Servitudes: ALI, *Restatement of Property, Third, Servitudes* (2000).¹⁷

2.2.5. Gifts: ALI, *Restatement of Property, Third, Wills and Other Donative Transfers* (1999–2003).¹⁸

¹⁰ Available at: <https://www.ali.org/publications/show/torts/> (visited April 30, 2016).

¹¹ Available at: <https://www.ali.org/publications/show/torts-third/> (visited April 30, 2016).

¹² Available at: <https://www.ali.org/publications/show/torts-apportionment-liability/> (visited April 30, 2016).

¹³ Available at: <https://www.ali.org/publications/show/torts-liability-physical-and-emotional-harm/> (visited April 30, 2016).

¹⁴ Though the ALI no longer offers bound versions of this *Restatement* for sale, it remains available via the online sources listed in footnote 3, above. It provides a few crucial rules, though much of its coverage has been superseded by later-published *Restatements* covering specific areas of property law.

¹⁵ Available at: <https://www.ali.org/publications/show/property-landlord-and-tenant/> (visited April 30, 2016).

¹⁶ Available at: <https://www.ali.org/publications/show/property-mortgages/> (visited April 30, 2016).

¹⁷ Available at: <https://www.ali.org/publications/show/property-servitudes/> (visited April 30, 2016).

¹⁸ Available at: <https://www.ali.org/publications/show/property-wills-and-other-donative-transfers/> (visited April 30, 2016).

2.3. Contract Law: ALI, *Restatement of Contracts, Second* (1981).¹⁹

2.4. Additional Restatements of the Common Law

2.4.1. Conflict of Laws: ALI, *Restatement of Conflict of Laws, Second* (1971).²⁰

2.4.2. Unfair Competition: ALI, *Restatement of Unfair Competition, Third* (1995).²¹

2.4.3. Suretyship and Guaranty: ALI, *Restatement of Suretyship and Guaranty, Third* (1996).²²

2.4.4. Agency: ALI, *Restatement of the Law of Agency, Third* (2006).²³

2.4.5. Trusts: ALI, *Restatement of Trusts, Third* (2003–12).²⁴

2.4.6. Restitution and Unjust Enrichment: ALI, *Restatement of Restitution and Unjust Enrichment, Third* (2011).²⁵

2.4.7. Employment: ALI, *Restatement of Employment Law, Third* (2014).²⁶

¹⁹ Available at: <https://www.ali.org/publications/show/contracts/> (visited April 30, 2016).

²⁰ Available at: <https://www.ali.org/publications/show/conflict-laws/> (visited April 30, 2016).

²¹ Available at: <https://www.ali.org/publications/show/unfair-competition/> (visited May 1, 2016).

²² Available at: <https://www.ali.org/publications/show/suretyship-and-guaranty/> (visited May 1, 2016).

²³ Available at: <https://www.ali.org/publications/show/agency/> (visited May 1, 2016).

²⁴ Available at: <https://www.ali.org/publications/show/trusts/> (visited May 1, 2016).

²⁵ Available at: <https://www.ali.org/publications/show/restatement-law/> (visited May 1, 2016).

²⁶ Available at: <https://www.ali.org/publications/show/employment-law/> (visited May 1, 2016).

2.5. Uniform Commercial Codes

- 2.5.1. General Provisions:** ALI & Uniform Law Commission (ULC), *Uniform Commercial Code (UCC), Article 1: General Provisions* (2001).²⁷
- 2.5.2. Leases of Goods:** ALI & ULC, *UCC Article 2A: Leases* (2002).²⁸
- 2.5.3. Negotiable Instruments:** ALI & ULC, *UCC Article 3: Negotiable Instruments* (2002).²⁹
- 2.5.4. Banking:** ALI & ULC, *UCC Article 4: Bank Deposits and Collections* (2002).³⁰
- 2.5.5. Funds Transfers:** ALI & ULC, *UCC Article 4A: Funds Transfers* (2012).³¹
- 2.5.6. Letters of Credit:** ALI & ULC, *UCC Article 5: Letters of Credit* (1995).³²
- 2.5.7. Documents of Title:** ALI & ULC, *UCC Article 7: Documents of Title* (2003).³³
- 2.5.8. Investment Securities:** ALI & ULC, *UCC Article 8: Investment Securities* (1994).³⁴
- 2.5.9. Secured Transactions:** ALI & ULC, *UCC Article 9: Secured Transactions* (2010).³⁵

²⁷ Available at: <https://www.law.cornell.edu/ucc/1> (visited April 30, 2016).

²⁸ Available at: <https://www.law.cornell.edu/ucc/2A> (visited May 1, 2016).

²⁹ Available at: <https://www.law.cornell.edu/ucc/3> (visited May 1, 2016).

³⁰ Available at: <https://www.law.cornell.edu/ucc/4> (visited May 1, 2016).

³¹ Available at: <https://www.law.cornell.edu/ucc/4A> (visited May 1, 2016).

³² Available at: <https://www.law.cornell.edu/ucc/5> (visited May 1, 2016).

³³ Available at: <https://www.law.cornell.edu/ucc/7> (visited May 1, 2016).

³⁴ Available at: <https://www.law.cornell.edu/ucc/8> (visited May 1, 2016).

³⁵ Available at: <https://www.law.cornell.edu/ucc/9> (visited May 1, 2016).

2.6. Natural Persons

2.6.1. Adoption: ULC, *Uniform Adoption Act* (1994).³⁶

2.6.2. Wards and Protected Persons: ULC, *Uniform Guardianship and Protective Proceedings Act* (1997).³⁷

2.6.3. Parentage: ULC, *Uniform Parentage Act* (2002).³⁸

2.6.4. Marriage: ULC, *Uniform Premarital and Marital Agreements Act* (2012).³⁹

2.6.5. Probate: ULC, *Uniform Probate Code* (2014).⁴⁰

³⁶ Available at [http://www.uniformlaws.org/Act.aspx?title=Adoption%20Act%20\(1994\)](http://www.uniformlaws.org/Act.aspx?title=Adoption%20Act%20(1994)) (visited May 2, 2016).

³⁷ Available at [http://www.uniformlaws.org/Act.aspx?title=Guardianship%20and%20Protective%20Proceedings%20Act%20\(1997\)](http://www.uniformlaws.org/Act.aspx?title=Guardianship%20and%20Protective%20Proceedings%20Act%20(1997)) (visited May 2, 2016).

³⁸ Available at: <http://www.uniformlaws.org/Act.aspx?title=Parentage%20Act> (visited May 2, 2016).

³⁹ Available at: <http://www.uniformlaws.org/Act.aspx?title=Premarital%20and%20Marital%20Agreements%20Act> (visited May 2, 2106).

⁴⁰ Available at <http://www.uniformlaws.org/Act.aspx?title=Probate%20Code> (visited May 2, 2016).

2.7. Legal Persons

- 2.7.1. Nonprofit Corporations:** ABA, *Model Nonprofit Corporation Act* (2008).⁴¹
- 2.7.2. Corporations:** ABA, *Model Business Corporation Act* (2013)⁴²
- 2.7.3. Business Organizations:** ULC, *Uniform Business Organizations Code (UBOC), Article 1: The Hub* (2013)⁴³
- 2.7.4. Conversions and Mergers:** ULC, *UBOC, Article 2: Model Entity Transaction Act* (2013).⁴⁴
- 2.7.5. Partnerships:** ULC, *UBOC, Article 3: Uniform Partnership Act* (2013).⁴⁵
- 2.7.6. Limited Partnerships:** ULC, *UBOC, Article 4: Uniform Limited Partnership Act* (2013)⁴⁶
- 2.7.7. Limited Liability Companies:** ULC, *UBOC, Article 5: Uniform Limited Liability Company Act* (2013).⁴⁷
- 2.7.8. Cooperative Associations:** ULC, *UBOC, Article 6: Uniform Limited Cooperative Association Act* (2013).⁴⁸
- 2.7.9. Unincorporated Nonprofits:** ULC, *UBOC, Article 7: Uniform Unincorporated Nonprofit Association Act* (2011)⁴⁹
- 2.7.10. Business Trusts:** ULC, *UBOC, Article 8: Uniform Statutory Trust Entity Act* (2013).⁵⁰

⁴¹ Available at:

http://www.americanbar.org/content/dam/aba/events/real_property_trust_estate/joint_fall/2008/black_letter.authcheckdam.pdf (visited May 1, 2016).

⁴² Available at: <https://apps.americanbar.org/dch/committee.cfm?com=CL270000> (visited May 1, 2016).

⁴³ Available at:

[http://www.uniformlaws.org/Act.aspx?title=Article%201%20of%20the%20Uniform%20Business%20Organizations%20Code%20\(UBOC%20Hub\)%20\(2011\)%20\(Last%20Amended%202013\)](http://www.uniformlaws.org/Act.aspx?title=Article%201%20of%20the%20Uniform%20Business%20Organizations%20Code%20(UBOC%20Hub)%20(2011)%20(Last%20Amended%202013)) (visited May 1, 2016).

⁴⁴ Available at:

[http://www.uniformlaws.org/Act.aspx?title=Entity%20Transactions%20Act,%20Model%20\(2007\)%20\(Last%20Amended%202013\)](http://www.uniformlaws.org/Act.aspx?title=Entity%20Transactions%20Act,%20Model%20(2007)%20(Last%20Amended%202013)) (visited May 2, 2016).

⁴⁵ Available at:

[http://www.uniformlaws.org/Act.aspx?title=Partnership%20Act%20\(1997\)%20\(Last%20Amended%202013\)](http://www.uniformlaws.org/Act.aspx?title=Partnership%20Act%20(1997)%20(Last%20Amended%202013)) (visited May 1, 2016).

⁴⁶ Available at:

[http://www.uniformlaws.org/Act.aspx?title=Limited%20Partnership%20Act%20\(2001\)%20\(Last%20Amended%202013\)](http://www.uniformlaws.org/Act.aspx?title=Limited%20Partnership%20Act%20(2001)%20(Last%20Amended%202013)) (visited May 1, 2016).

⁴⁷ Available at:

[http://www.uniformlaws.org/Act.aspx?title=Limited%20Liability%20Company%20\(2006\)%20\(Last%20Amended%202013\)](http://www.uniformlaws.org/Act.aspx?title=Limited%20Liability%20Company%20(2006)%20(Last%20Amended%202013)) (visited May 1, 2016).

⁴⁸ Available at:

[http://www.uniformlaws.org/Act.aspx?title=Limited%20Cooperative%20Association%20Act%20\(2007\)%20\(Last%20Amended%202013\)](http://www.uniformlaws.org/Act.aspx?title=Limited%20Cooperative%20Association%20Act%20(2007)%20(Last%20Amended%202013)) (visited May 1, 2016).

⁴⁹ Available at:

[http://www.uniformlaws.org/Act.aspx?title=Unincorporated%20Nonprofit%20Association%20Act%20\(2008\)%20\(Last%20Amended%202011\)](http://www.uniformlaws.org/Act.aspx?title=Unincorporated%20Nonprofit%20Association%20Act%20(2008)%20(Last%20Amended%202011)) (visited May 1, 2016).

2.8. Substantive Administrative Rules

2.8.1. Electronic Signatures: ULC, Uniform Electronic Transactions Act (1999).⁵¹

2.8.2. Electronic Recording: ULC, Uniform Real Property Electronic Recording Act (2005).⁵²

2.8.3. Priority of Title to Real Property: Any conveyance of an interest in real property that has not been recorded in the relevant land records office, if any, shall be void as against any subsequent transfer of a conflicting interest for value paid in good faith, recorded earlier.⁵³

2.8.4. Adulthood: Adulthood, age of consent, majority, and capacity to contract begin 18 years after a person's birth.⁵⁴

2.8.5. Time Limits: A cause of action subject to the statute of limitations or a claim against adverse possession or prescription expires seven years after its accrual.

2.9. Substantive Catchall Rule: No controversy left unresolved by application of these rules may be decided contrary to common practice, the general tenor of these rules, or a decent respect for human dignity.

⁵⁰ Available at: <http://www.uniformlaws.org/Act.aspx?title=Statutory%20Trust%20Entity%20Act> (visited May 1, 2016).

⁵¹ Available at: <http://www.uniformlaws.org/Act.aspx?title=Electronic%20Transactions%20Act> (visited May 12, 2016).

⁵² Available at:

<http://www.uniformlaws.org/Act.aspx?title=Real%20Property%20Electronic%20Recording%20Act> (visited May 12, 2016).

⁵³ Here, Ulex adopts the race-notice form of recording statute most common in the United States. See, Ray E. Sweat, *Race, Race-Notice and Notice Statutes: The American Recording System*, 3 PROBATE & PROPERTY 27 (May/June 1989) (cataloging popularity of various recording statutes and providing model race-notice statute). This rule would apply only if the adopting jurisdiction had created a land records office as envisioned by the ULC, Uniform Real Property Electronic Recording Act (2005).

⁵⁴ Many of the rule sets used in Ulex invoke age-related classifications, making a uniform definition of adulthood useful. Elsewhere, age-related classifications vary across and even within legal systems. Ulex sets the default at a relatively common age—18 years old—leaving precocious children to bring suit for emancipation, as in ULC, *Uniform Guardianship and Protective Proceedings Act* § 210 (1997), or leaving adopting communities free to set a different default age for adulthood.

3. Meta-Rules

- 3.1. Alternative Rules:** If a rule offers alternative provisions, the alternative offered first prevails over any later one.
- 3.2. Alternative Meanings:** If a rule refers to an institution, office, power, or privilege that does not exist in a jurisdiction running Ulex, the rule instead refers to the closest functionally equivalent institution, office, power, or privilege that does or could exist in one.
- 3.3. Conflicting Rules:** If different rules give conflicting results, the rule listed later in this index prevails, but no rule can prevail over this one.

4. Optional Criminal Law Module

4.1. Criminal Procedural Rules:

4.1.1. ULC, *Model Rules of Criminal Procedure* (1987).⁵⁵

4.1.2. ALI, *Model Penal Code* (2009) (procedural provisions).⁵⁶

4.2 Criminal Substantive Rules: ALI, *Model Penal Code* (2009) (substantive provisions).⁵⁷

⁵⁵ Available at:

<http://www.uniformlaws.org/Act.aspx?title=Rules%20of%20Criminal%20Procedure,%20Model> (visited May 1, 2016).

⁵⁶ Available at <https://www.ali.org/publications/show/model-penal-code/> (visited May 1, 2016).

⁵⁷ Available at <https://www.ali.org/publications/show/model-penal-code/> (visited May 1, 2016).

5. Optional Integration Module (for adoption by host sovereign)

5.1. Sole Grounds for Revoking Agreement to Resolve Dispute Under Ulex.

A written agreement to resolve a dispute under Ulex shall be valid, irrevocable, and enforceable except upon such grounds as exist at the time of its forming in law or equity for revocation of a contract.⁵⁸

5.2. Sole Grounds for Modifying or Correcting Judgment Rendered Under Ulex.

A court may modify or correct a judgment rendered under Ulex only upon application by a party subject to it and upon proof that: 1) The judgment includes an evident and material numerical error or misidentification of a person or thing named therein; 2) The judges decided a question outside of their authority in a manner that substantively altered their decision upon matters properly addressed; or 3) The judgment bears an imperfection in form not affecting its substance. The court may then only modify or correct the judgment, and then only so far as necessary to effectuate the evident intent of the judgment and promote justice between the parties.⁵⁹

5.3. Force and Effect of Court Confirmation.

A party moving for a court order confirming a judgment rendered under Ulex shall file proof that the parties agreed to submit to that judgment, that it was rendered in accord with the referenced rules, and that the judgement issued as described. Absent application of Rules 5.1 and 5.2, above, the court receiving the motion shall give it the same force and effect in all respects as any judgment issued by the court, and the judgment shall be so treated by all persons, institutions, officers, or agents presented with the same.⁶⁰

⁵⁸ Compare, Federal Arbitration Act (FAA), 9 U.S.C. § 2.

⁵⁹ Compare, *id.* § 13.

⁶⁰ Compare, *id.* § 13.