

Information Processing Systemtheory

for Human Mind Software;



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PROPRIETARY BUSINESS PROCESS - LICENSING RESTRICTIONS APPLY.

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000 ABSTRACT

001 The purpose of this paper is to prescribe general policy, procedures, methods, and practices for contract intelligence services, specifically in human resource development (HR&D). Information processing is a type of intelligence service.

100 FOUNDATIONS; PRINCIPLES OF INFORMATION PROCESSING

110 The Human Computer's Mind Software: an Overview

- 111 The human mind is like software for the human body hardware. The human being is an operating system. It is truly a remarkable machine.
- 112 If you reflect upon yourself you will find that your consciousness operates both when you are aware and when you are unconscious, and that your thought processes function both upon and below the surface of consciousness. The conscious mind is cognizant, perceptive, and self-aware, while the unconscious mind is a deep store of thoughts and motivations, its processes automatic and opposed to introspection.
- 113 The conscious and unconscious minds govern the operation of the body's systems, including the cognitive, behavioral, and emotional response functions. Many unconscious physical functions such as breathing and blood circulation are performed while the body is at rest, so it is clear that body systems continue to operate while and after being power cycled (meaning to go to sleep and wake up again). This implies a highly sophisticated control mechanism located in the mind software that is able to operate each individual bit of hardware, from the cell to the soft tissue, even while at rest. It is not hard, therefore, to consider the human being a sort of supreme computer able to process information at some optimal rate.
- 114 We at the New Syllabus have coined the human mind software by the name of MindsoftTM © 2019 Antarah A. Crawley t/a New SyllabusTM. All Rights Reserved.
- 115 The basic components of the human mind operating system are as follows: (C) a control mechanism able to communicate with the hardware (this is the electromagnetic spinal-nervous system); (A) the ability to access (M) memory; (I) the ability to receive input data (from sense perception); (O) the ability to route output data (though the modes of expression); and (R) and ability to record and store this data.
- 116 The data which is collected by the (I) is whatever matter is at hand. Matter is the information that is collected through

the human sense perception. This data may appear in the form of a sensuous touch from a loved one, or a recollection of a traumatic event. Generally, humans can only conceive of what they have perceived through their sensory organs.

- 117 All information is collected by humans through the sensory organs. A portion of these signals are processed by the human (I), and these signals are "read" and "seen" by the human mind.
- 118 By now we have established the human's ability to process information. This is not the human being's primary function, which is to connect with others and reproduce in kind; however, information processing is one of the cognitive functions of the human mind which facilitates its being and development through life. While reproduction is a physical function located in the body hardware, thinking and processing is a cognitive function located in the mind software.
- 119 The human body hardware operates according to the laws of physics. It consumes and generates energy, but it also possesses mind software which allows it to perceive sensory data. Mind software collects this data from the sense perception and processes it into information. Humans then gather information, make findings of fact, come to conclusions, and render judgments based upon the perceptions they have experienced. This is the way that humans process information. This is also the optimal pathway for resolving conflict within and between people. Conflict results from a lack of information about a subject matter, in which one or two parties fail to see the other perspective.

120 Information Processing Path = Using the Cognitive Function

- 121 Just as there are optimal paths through the physical world, there are optimal paths through the mind. When a question presents itself to the mind, you may follow prescribed methods of contemplation on such matter in order to arrive at the resolution of that matter. If the matter in question = x, then the function (f) of the human mind ("cognition") is to solve for x (the matter in question).
- 122 The function of cognition is to solve for a matter in question. In other words, f(x)=y is the function for finding out "why" a matter is, and how to resolve it. When processing information the mind, software follows the path x=notice-data-information-knowledge (ndik). In other words, Mindsoft will first notice a matter through the sense perception, then it will collect data from this matter, then it will represent

information about this matter, and finally, if this information is correct, then it will know the matter.

- 123 If the human's ability to apply action=y, then where x=notice let y=audit; where x=data let y=assessment; where x=information let y=assurance; and where x=knowledge let y=adjudgment. In the case of yourself, y=ur. When you know x, then you will c(y,x), where c=to see or comprehend y using the cognitive function. This shows that the cognitive function f(x)=2cy has the effect of increasing, or squaring, the value of x over y ("to see why the matter..."). This is the optimal pathway for information processing.
- 124 If there is case in which an individual Jane Doe experiences a hostile work environment caused by her male coworkers, and Jane Doe seeks to resolve the conflict between them, then the function (f) of conflict resolution services is to solve for x, where x=hostile work environment. Therefore f(x)=y is the function used to discover "why there is conflict in the matter of x." In other words, the process used to discover y and solve for x is the function of conflict resolution. In order to solve for x, we must find out what is the matter.

130 The Science of Conflict

- 131 Physical science shows us that matter is the substance of the universe; the material world is made of matter. Matter is made of atoms, and atoms are made of positive and negative forces, or force in opposition. Force is defined by motion.
- 132 Positive force conveys the appearance of motion or vibration, and negative force conveys the appearance of rest or stasis. One force is positive, the other is negative. These forces are said to be in opposition. This is the definition of force-in-opposition.
- 133 When two equal but opposite forces converge, they work together in harmony to achieve equilibrium. In other words, every force encounters resistance from an opposing force until equilibrium is reached. This is the definition of balance-in-opposition.
- 134 At the atomic level, the phenomenon of balance between opposing forces manifests in the stability of particles. The internal forces of the atom are in contradiction, they move in opposition to each other, yet the atom maintains its integrity as a single object. It is balanced when its internal forces are equally opposed, and imbalanced when one force is greater than

the other. This is because the internal contradiction of opposing forces is the cause of motion in all matter.

- 135 There are many forms of motion in nature, mechanical motion, sound, light, heat, electricity, dissociation, combination, and so on ... The particular essence of each form of motion is determined by its own particular contradiction... The sciences are differentiated precisely on the basis of the particular contradictions inherent in their respective objects of study ... For example, positive and negative numbers in mathematics; action and reaction in mechanics; positive and negative electricity in physics; dissociation and combination in chemistry; forces of production and relations of production classes and class struggle in social science; idealism and materialism the metaphysical outlook and the dialectical outlook in philosophy; and so on ... [36].
- 136 Furthermore, the particular kind of motion produced by the internal contradictions of an object gives that object its identity.
- 137 All contradictory things are interconnected; not only do they coexist in a single entity in given conditions, but in other given conditions, they also transform themselves into each other. This is the full meaning of the identity of opposites. ... in given conditions, every contradictory aspect transforms itself into its opposite [64].
- 138 All matters and processes are driven by force-in-opposition. Therefore contradiction, or duality, is the nature of identity. In other words, it is said that struggle is inherent in identity and without struggle there can be no identity [67-68].
- 139 A simple process contains only a single pair of opposites, while a complex process contains more ... in turn, the pairs of opposites are in contradiction to one another. That is how all things in the objective world and all human thought are constituted and how they are set in motion. ... It is so with all opposites; in given conditions, on the one hand they are opposed to each other, and on the other they are interconnected, interpenetrating, interpermeating, and interdependent, and this character is described as identity ... How then can they be identical? Because each is the condition for the other's existence. [61-62].

140 Moving Action between Opposing Parties; Charging

- 141 The positive and negative forces of the atom each occupy a particular position. The electrons occupy the negative position and the protons occupy the positive position; therefore each proton and electron is a particular force which is called a particle. These particles are opposed to each other, yet they work together to make up a single atom.
- 142 All matter is composed of these positive and negative particles. The unity of force-in-opposition within a single matter gives that matter its dual and contradictory nature, yet it would appear as a whole and stable thing. How is this so? It is because the opposing parties in any matter seek their equilibrium in order to achieve the state of rest and resolve their contradiction.
- 143 Because the motion of equal and opposing forces negates them, they appear as one particular unit that is whole and stable: a "neutral" atom. On the other hand, if the motion of one force is greater than its opposite, then the atom will exhibit a net positive or negative "charge": this is called a "charged" atom. In the case of any matter whether neutral or charged, the matter is the particular expression of force in opposition.
- 144 This principle of the particularity of matter also applies to the bringing of actions between parties in a matter and the due process thereof. If one person brings action against another in a contested matter then those persons have become opposing parties in a matter, or adversaries.
- 145 To bring an action is to move on behalf of oneself, or in one's own right or self-interest. To move against another party raises the question of right, truth, justice, fairness, and equity, and may require the resolution services of a neutral third party mediator.
- 146 To commit an action to writing, and to file or otherwise serve due notice of such action on the opposing party, is to "charge" the opposing party. The "charging documents" are the papers containing the claims, complaints, grievances, etc. of the charging party.
- 147 Because each party occupies a "positive" and "negative" position regarding the bringing of an action in a particular matter, they must contract a neutral third party mediator to resolve the conflict between them.

150 Mediating and Resolving Conflict between Opposing Parties

- 151 There's one universal law: there are two sides to every story.
- 152 Let a hundred flowers blossom and let a hundred schools of thought contend.
- 153 When in the course of development a problem presents itself in the form of conflict, then the conflict must be resolved or development will encounter stagnation and defeat. (Therefore it is incumbent upon you defend yourself against actions which may be brought against you.)
- 154 Provided one matter, one conflict, one concern, there are a minimum of two positions occupied by two parties; and while these parties seem at odds, they are united in the struggle toward resolution. This is the essential nature of conflict resolution, being the resolution of a particular contradiction.
- 155 In resolving conflict, then, there must be two sides and there must be a neutral third party mediator. The contradiction between the "negative" and "positive" parties in the case must be resolved by the neutral mediator, who will discover, or find out, the facts of the matter at hand. This is the process of inspection, investigation, and examination into a matter.
- 156 When in any conflict there are contested facts which must be resolved before a conflict is mediated, a neutral third party must step in to hear each side of the matter, make official findings of fact based on evidence, and render a conclusion based on preponderance thereof. Preponderance means due consideration of all facts available.
- 157 In consideration, great weight shall be placed upon relevant material evidence, as opposed to hearsay evidence. Material evidence is evidence that originates from the parties of the matter at hand at the time that said matter took place.
- 158 While each of the parties in a matter desire for their position to prevail in the judgment decision, the neutral third party must always have the unity of opposites in mind as their goal and objective in mediation. The neutral third party aims to resolve opposition in addition to contradiction, such that the conflicted parties may align their interests to not be in conflict.
- 159 When two parties work together then they are in harmony, and this harmony is the ideal resolution to any conflict; otherwise, one party may prevail over another so as to create the perception of inequity. Equity, in addition to harmony, is

the ideal of conflict resolution. The neutral third party must keep equity, or fairness, in mind when pondering the facts of a matter. This is called the "equity imperative."

160 Equity Imperative

- 161 Equity means fair value with respect to personal treatment, or with respect to valuation of property. This means that when two people receive the same access to clean water, there is equity, but when they do not, there is inequity.
- 162 When 20% of a company is owned by a person, that person has equity in the company, but if that person becomes in debt to the 80% owner, then their equity in the company is diminished.
- 163 If a community collects taxes in a commonwealth and the commonwealth owns the community's land, then the distribution of land among the community members directly corresponds to each member's equity in the commonwealth.
- 164 If land is taken from one community by another, then the losing community loses equity in the land while the gaining community gains equity in the land; this is the definition of inequity.
- 165 The neutral third party mediator should provide equitable representation, such that if a party to a matter is found to have experienced unfair treatment then the mediator should restore equity to, or make whole, the affected party.
- 166 Fair valuation of people is of vital importance. In order for you to value yourself you must know yourself. If you do not know yourself then you must seek self-representation through the assistance of counsel. Counsel means advice, or one who gives advice.
- 167 One who gives advice may represent information to another. Representation is the act of speaking or acting on behalf of someone, or of describing or portraying someone or something so as to communicate a statement or opinion about it.
- 168 Every person having control of their cognitive functions should have the competence to represent them self. If one does not have such competence, then they should be afforded personal representation to advocate for their self-interests.
- 169 Ombud means representative. A person in need of assistance in the matter of a conflict or dispute (of an internal or an external nature) may seek alternative dispute resolution services from a competent ombud representative.

200 ALTERNATIVE DISPUTE RESOLUTION (ADR) SERVICES

- 201 The New Syllabus Organization has researched Historical and Dialectical Materialism to develop standards and practices for conflict resolution service providers. Conflict resolution is a kind of information processing service. Information processors provide personal representative services as well as professional services for corporations and institutions that support human resource management and social relations.
- 202 With a specialty in Dialectical Materialism, conflict resolution service providers can better understand both sides of an argument, reach common ground between opposing parties, and provide equity in cases of mistreatment. Dialectically-trained processors specialize in internal investigations and alternative dispute resolution (ADR) services.
- 203 The Historical and Materialist Dialectic Specialist (or, "The Dialectician") is a practitioner of clinical social work. In other words, they are a general service provider whose practice is to counsel and assist members of the public ("the People," or "their clients") using the methods of discursive reasoning, or critical thought, in order to resolve problems and other contested matters.
- 204 The prime objective of the Dialectician is to solve for contradiction/adversary/conflict between opposing parties in matters of either material or ideological nature. Persons in need of such service would have their knowledge content examined and inspected toward the discovery of facts in the matter. The Dialectician's sole mission is to assist them in resolving conflict through the concrete analysis of concrete material conditions.
- 205 The Dialectic Specialty has three defined subspecialties, or lines of business:
 - (a) Ombudsman, Equitable Representative: hear and counsel in contested matters.
 - (b) Rapporteur, Records Administration and Scribal Services: provide literacy support re: drafting, filing, and storage systems.
 - (c) Inspector, General Contractor: examine information and investigate complaints.
- 206 The Dialectician may employ one or all of these lines of business in their clinical practice. The lines of service which may be provided through each line of business are:

- (a) literacy and reading comprehension (also known as information processing),
- (b) hearing, listening, and counseling (also known as auditing),
- (c) analysis and fact-finding (also known as assessment), and
- (d) drawing conclusions and making recommendations (also known as adjudgment).
- 207 These services may be applied to resolve contradiction, adversary, problems, and subject matters that have been raised into question. Such services may be provided to clients at hourly rates as well as to the general public for free.
- 208 The Procedure, or **Service of Process**, of the Dialectic Practitioner is as follows:
 - 1.0 1st Degree: Information Processing.
- 1.1 **Step 1: Filing:** To raise a matter of interest or concern to the Office of Ombudsman, client(s) shall submit information, being a contract to which they are party, a matter of policy in which they have an interest, a grievance, an inquiry, or a petition for investigation (respectively, "the matter(s)", or, "in re [the matter(s)]") in electronic or hard copy to the mailbox of the Ombudsman.
- 1.2 **Step 2:** (A) **Reading Comprehension:** Help client(s) to read and understand the terms of complicated, formal, or arcane language in the matter(s) in order for them to make informed decisions and good judgments in their own right. If the client acquires the knowledge and understanding needed to resolve the matter(s) in their own right, close the case. (B) **Charging Documents:** If further work/action is required, paper charges and pass the case to 2nd Degree.
 - 2.0 2nd Degree: Parliamentary Session.
- 2.1 **Step 3:** (A) **Discovery:** Collect and gather evidence in the matter(s) through discovery of further information by and though Audit Assessment and Assurance Service, investigation (within proper jurisdiction), research, or other lawful and appropriate means. (B) **Findings:** Try, test, and examine client(s)'s working knowledge in the matter(s) and make findings of fact. If findings resolve client's understanding in the matter(s), close the case. (C) If further work/final action is required to resolve the matter, raise the case to the 3rd Degree.
 - 3.0 3rd Degree: Adjudgment.

- 3.1 **Step 4: Oral Hearing:** Hold oral hearing examination in the matter; call witnesses, documents to formally deposit evidence into record; weigh evidence.
- 3.2 **Step 5: Judgment:** Upon a preponderance of the evidence, Ombudsman shall render Declaration of Judgment in rethe matter.
- 3.3 **Step 6: Verdict Sui Jure:** Client renders personal conviction or vindication in light of Judgment, the opinion of the verdict being either unanimous or dissenting.
- 3.4 **Step 7: Sentencing:** Issue final Writ of Judgment memorializing the resolution.
- 4.0 Office of Ombudsman shall carry out the equitable administration of the rights of: (a) Free Thought: the right to read, write, and be educated without censorship; (b) Free Speech: the right to speak truth to power and to petition for a redress of grievances; and (c) Free Assembly: the right to gather and form representative bodies, make authoritative declarations, and designate or appoint members.
- 209 The above services comprise the Conflict Resolution and Information Processing Service of the Clinical Dialectician.

300 MODEL REGULATIONS OF THE OFFICE OF OMBUDSMAN

- 1.0.0 BE IT ENACTED BY THE [CLIENTS] OF THE [LOCAL], That this act may be cited as the "Ombuds Act of 2019".
- 2.0.0 OFFICE OF OMBUDSMAN; ESTABLISHMENT
- 2.1.0 There is established within the [Local] an Office of Ombudsman.
- 3.0.0 QUALIFICATIONS.
- 3.1.0 The Ombudsman shall:
- (a) Be hired or contracted on the basis of integrity;
- (b) Possess a demonstrated ability to analyze issues and matters of law, administration, and policy; and
- (c) Possess experience in the field of social work, counseling, mediation, law, policy, or public administration or auditing, accounting, or other investigative field.
- 4.0.0 OMBUD SERVICES.

- 4.1.0 The Ombudsman shall:
- (a) Provide outreach to clients, and to further this purpose, have the due regard of all individuals within the [Local];
- (b) Encourage communication between clients and the venues of society and government about which they raise concern;
- (c) Serve as a vehicle for clients to communicate their complaints and concerns and to petition for a redress of grievances (i.e., to submit information) regarding matters of their personal or collective interest or concern through a single office;
- (d) Respond to inquiries and information with helpful information according to the applicable business terms and conditions;
- (e) Receive information from clients concerning matters of their interest or concern, including policies and procedures;
- (f) Determine the validity of ("vet") any information quickly and professionally;
- (q) Examine and address valid information;
- (h) Generate opinions or options for a response, and inquire into the outcomes of each response.
- (i) Refer client to appropriate venue of mediation or resolution of the information, or respond appropriately;
- (j) Except when the parties have initiated legal or administrative proceedings involving the information, resolve inquiries regarding information presented by clients, either through judgment by arbitral tribunal, or through other informal measures.
- (k) Develop and maintain database that archives and tracks information, identified by client, and the resolution or judgment of the information.
- (1) Identify systematic concerns and recommend to their client(s) policy changes, staff training, and strategies to affect the public or private perception of colored people.
- (m) Within 30 days of the next regular Public Meeting of the Office, submit to the general public of the [Local] a report summarizing the work of the Ombudsman during the previous [term], which shall, at minimum, include an analysis of the types and number of:

- (1) Information received;
- (2) Information examined and resolved informally;
- (3) Information examined and resolved through a formal process;
- (4) Information dismissed as unfounded;
- (5) Information pending judgment or resolution;
- (6) Referrals made; and
- (7) Number of contracts privileged.
- (n) Identify community-level concerns based upon a pattern of information and render opinions or judgments to affect the knowledge and perception of clients.
- (o) Have the authority to issue reports and proclamations related to the Office of Ombudsman's work without prior review or approval by another entity, subject to the terms of active and in force operating agreements.
- 5.0.0 AUTHORITY.
- 5.1.0 The Ombudsman shall:
- (a) Have access to the information and any books, records, files, reports, findings, and all other papers, forms, or media of information ("documents") which are submitted by a client to their Office in the course of regular business practice.
- (b) Speak in regard to the issues of clients under the purview of the Office of Ombudsman with any person whatever.
- (c) Be permitted entry onto any property to which their client is permitted entry in order to observe matters pertaining to inquiries and information which has been raised by the client; provided, that the property manager or owner have a reasonable expectation of personal privacy, safety, good faith and confidence.
- (d) Examine and investigate acts pertaining to information, including whether such acts are inequitable, unreasonable, or discriminatory, even though in accordance with the law;
- (e) Determine which information warrants further examination and investigation;
- (f) Bring persons together to resolve conflicts that are not in formal legal or administrative proceedings;

- (g) Examine any matter under the purview of the Office of Ombudsman, whether initiated by information or another means;
- (h) Be permitted to enter into private contracts styled "Charging Documents" or "Papers," or known by any other name, wherein the Ombudsman may be charged by any client to perform ombud services regarding specific subject matters or affected populations; which contracts shall identify a term limit, subject matter jurisdiction, schedule of deliverables, and hourly rate of work; and which may provide for agreements or designations of "confidential privilege" or "non-disclosure" relating to workproduct, findings, opinions, and/or judgments made thereto pursuant;
- (i) Forward to the client(s) all information that requires further action by the body.
- 6.0.0 LIMITATIONS; PROTECTIONS
- 6.1.0 The Ombudsman shall not:
- (a) Disclose personally identifiable information regarding a client or persons named in information submitted by clients without the specific written consent of the client;
- (b) Have the authority to take any personnel action regarding clients;
- (c) Examine or investigate any matter that would be under the exclusive jurisdiction of a governing body other than the [Local];
- (d) Provide legal advice or legal representation.
- 6.2.0 The Ombudsman shall not:
- (a) Be compelled to testify in a legal or administrative proceeding regarding a current or past Office of Ombudsman examination or investigation or to release information, including documents and records, gathered during the course of an examination or investigation;
- (b) Be held personally liable for the good faith performance of his or her responsibilities under this act, except that no immunity shall extend to criminal acts, or other acts that violate District or federal law; or
- (c) Be subject to retaliatory action for the good faith performance of his or her responsibilities under this act.
- 6.3.0 Limitation of Liability; Indemnification --

- 6.3.1 Client(s) shall agree to insure and hold the Ombudsman, its affiliates, agents, officers, and/or partners blameless, harmless, and/or not liable for any claim or demand, which may include, but is not limited to, reasonable attorney fees made by any third party which may arise from any content or conduct any client of this service may commit, submit, transmit, remit, or otherwise perform and/or make available through this service, or client(s)'s connection or understanding with the use thereof, client(s)'s violation of these Model Regulations, and/or client(s)'s violation of any such rights of another. The liability of the Ombudsman with respect to the good faith performance of the services set forth in Section 4.0.0 shall be eliminated to the fullest extent of the law.
- 6.3.2 Client(s) shall indemnify, defend, and hold harmless the Ombudsman from and against any and all claims, demands, actions, suits, and punitive, indirect, incidental, special, consequential, or exemplary damages, including, but not limited to, damages which may be related to the loss of any profits, goodwill, use, data, and/or other intangible losses incurred or resulting from the use, misuse, or inability to use the services set forth in Section 4.0.0.
- 6.3.3 In the event that any client has a dispute, such client(s) hereby agree to release the Ombudsman, its affiliates, agents, officers, and/or partners, and any other third parties from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected or unsuspected, disclosed and undisclosed, arising out of or in any way connected to such dispute.
- 7.0.0 COMPLAINT RESOLUTION SERVICES.
- 7.1.0 The Office of Ombudsman shall provide complaint resolutions services, which shall be available to clients.
- 7.2.0 Participation in complaint resolution services provided by the Office of Ombudsman shall be voluntary.
- 7.3.0 Before submitting information to the Office of Ombudsman, the client shall knowingly, intelligently, and voluntarily seek the services set forth in Section 4.0.0.
- 7.4.0 Clients may submit information by phone, in writing, or electronically, subject to notice of applicable terms and conditions.

- 7.5.0 Except as provided in Section 7.6.0, the Office of Ombudsman shall review and investigate each information and shall do one or more of the following:
- (a) Resolve the information;
- (b) Refer the client to seek appropriate services;
- (c) Request the client to submit evidentiary information;
- (d) Entertain opportunity for client to meet with subject of information, if within their right;
- (e) Conduct mediation proceedings;
- (f) Dismiss the information as unfounded; or
- (g) Take any other action determined necessary and appropriate by the Ombudsman.
- 7.6.0 The Ombudsman may refrain from investigating or examining an information if the Ombudsman reasonably believes one or more of the following:
- (a) The information is plain on its face ("prima facie") that an obvious or adequate resolution is presently available such that the performance of work is unwarranted;
- (b) The information relates to a matter that is outside the jurisdiction of the Ombudsman;
- (c) The client does not have sufficient jurisdiction (viz., personal interest) in the subject matter of the information.
- (d) Investigation or examination of the information would not facilitate an action authorized pursuant to Section 7.5.0 of this Title;
- (e) The information is submitted in bad faith; or
- (f) The resources of the Ombudsman are insufficient for adequate investigation.
- (as amended 17 September 2019)

400 ORGANIZATIONAL STRUCTURE FOR THE GENERAL PRACTICE OF THE INFORMATION PROCESSING SERVICE PROVIDER

- 401 Principal (Directorate): Antarah Crawley
- 402 Trade Name: New SyllabusTM

- 403 Core Business (Division): Information Systems Intelligence Service
- 404 Business Line (Branch): Policy Bureau
- 405 Line of Service (Section): Central Adjudication and Investigation Clearinghouse for Conflict Revolution
- 406 Job Title: Information Processing Service Provider (IPS) Dialectician
- 407 General Mission: to receive, gather, and process information in order to make findings and render opinions; provide case work support and scribal services.
- 408 Brief Description: "3rd Party, 2nd Opinion"; independent and informal case management; to create independent record and report which may be called as evidence in a subsequent action.
- 409 Business Function: "Neutral Processor"; clients deliver to the principal information processing server (IPS) a written charge or matter in question or report of investigation (ROI). IPS shall perform independent discovery to make findings of fact, perform critical analysis, and render a unanimous or dissenting opinion on charges/ROI/allegation findings.
- 410 Client/Network Relations: The principal IPS may be either employed or contracted (i.e. under consulting contract or user-network licensing agreement) by the organization to which they provide service (the client). When serving a client, the Dialectican (Ombudsman or Inspector-General Contractor) shall report to the client, a Committee, Board of Directors, or another single point of accountability (SPA).

500 INVESTIGATIVE TECHNIQUE; GUIDELINES; DIRECTIVES

510 Investigation Principals

- 511 Investigation Principal 1: Confidentiality.
- (a) It is the responsibility of the IPS to maintain the trust, confidence, and confidentiality of their client(s) and/or any parties to the matter under investigation. Confidentiality is integral to the casework of the IPS because the IPS must remain neutral, equitable, and non-interested in the matter under investigation; furthermore they should take no action which may adversely affect the reputation or material conditions of their client(s) or any party to the matter under investigation. The IPS should not discuss a matter under investigation with any person who has not been identified as having a "need to know."

The IPS should bear in mind the interests of their client in finding out the facts of the matter under investigation, but not to the extent that their client's interest causes the IPS to become biased in the performance of their duty. It shall be the objective of all parties involved to discover the facts of the matter under investigation and to render opinions thereon. All material forms of information including hard and soft copy documents created and collected in the course of investigation shall be marked with the appropriate privacy and confidentiality notifications (for example, in an email, "confidential—do not forward"). Additionally, when conducting an interview in a matter requiring confidentiality, the interviewee should be advised on the record "not to discuss [their] testimony with any other witnesses or those who do not have a need to know."

- 512 Investigation Principal 2: Professionalism.
- (a) Investigation into any and all matters shall be conducted with integrity, fairness (equity), and due diligence, in other words, in a professional manner. The IPS shall treat all persons involved with respect, know how to say "no" in a firm but polite way, and recognizing the limits of their contribution to an investigation, that is, knowing the limitations of their service. The IPS shall execute all courses of action with a positive attitude. Similarly, the IPS shall take care to ensure the lawful, ethical, and professional performance of the investigation. The IPS shall comply with the investigative directives of their client or the single point of accountability (SPA), being, in most cases, the party bringing action or otherwise raising the matter into question, but not to the extent that it may compromise the integrity of the investigation.
- 513 Investigation Principal 3: Competence.
- (a) The IPS shall have competence in the subject matter under investigation. Their work relies upon the ability to conduct an impartial, thorough, and professional investigation. Appropriate action shall be subsequently taken or administered by the client, the SPA, or other officers having competent jurisdiction in the matter in question; therefore the role of the IPS is to find facts and present them in a clear and concise manner so that decision makers are duly informed and equipped to render a final decision. Therefore the IPS shall pursue knowledge and competency in the subject matter under investigation through education, research, and experience. In general, competence means "knowing what you are doing," that is, showing that you have the capability to carry out a task. Capability is a

precursor to showing the capacity to perform work consistently and at a high quality. Therefore, capability and capacity are the two pillars of competence.

- 514 Investigation Principal 4: Preventing Retaliation.
- A person will be forthcoming with information if they believe they will not be retaliated against or penalized for doing so. The IPS should be alert to signs of retaliation and the likelihood of certain parties in a matter to be treated differently based on their involvement in an investigation. Retaliation can take many forms, including but not limited to negative performance evaluation, nonselection for promotional opportunity, receipt of less or lower quality work, exclusion from meetings, activities, and decision-making, and subjection to physical and/or verbal harassment or harm. The IPS should raise concerns of retaliation to the SPA. Interviewees should be advised "that any person who, in good faith, seeks advice, raises a concern, reports misconduct or cooperates in an investigation is following [the] code of ethics and conduct and doing the right thing; retaliation against such persons will not be tolerated." Retaliatory conduct may be grounds for disciplinary or adverse personnel action.
- 515 Investigation Principal 5. Impartiality.
- (a) An investigation must be conducted by those who do not have an interest in the matter they are investigating, nor an appearance of a conflict of interest. In the course of an investigation, all investigation subjects shall be investigated in the same manner, with the same professional, impartial, objective treatment. The investigation and decision-making team should not include anyone who: may be implicated in the matter under investigation; is possibly responsible for failure to take reasonable steps to prevent or detect the allegations/charges; has an interest in the outcome [besides, to a reasonable degree, the client or their representative]; has a close personal or working relationship with the Investigation Subject(s); and/or acts as inside or outside counsel or advisor to the matter under investigation [besides, to a reasonable degree, the client or their representative]. In the course of fact finding, the IPS should generally avoid expressing opinions or conclusions about whether or not the facts or allegations in question have been substantiated, whether or not a violation/allegation/charge has occurred, or about the character or credibility of the Investigation Subjects, the Complaint or others involved in the investigation. The IPS shall take care not to permit their

investigation to become tainted by conscious or unconscious bias which they may experience.

- 516 Investigation Principal 6. Objectivity.
- (a) One of the axioms of Dialectical Materialism is the concrete analysis of concrete conditions, otherwise known as objectivity. Therefore, in the course of investigation, the IPS shall not appeal to their own convictions of right and wrong; they should shun subjective judgment and pursue objective analysis of material facts and conditions; they should conduct their work free of personal opinion or bias. All relevant and material information should be reviewed and analyzed using the same standards (as set forth herein), and the findings of an investigation shall be based upon the facts in evidence (as deposited onto the record), not opinion or conjecture filtered through the investigator's subjective value system. Objectivity ensures that every investigation subject and participant is treated equitably.
- The purpose of investigation is to find the facts and produce a report or record such that others can make a determination or assessment of how to resolve a matter in question as alleged in a charge of complaint, grievance or adverse action and what the underlying causes of such matters are. The IPS may, if requested by the SPA, make recommendations or render opinions about whether or how the SPA should proceed toward the resolution of a matter. IPS shall not jump to conclusions or have a prejudiced or predetermined presumption of quilt or innocence regarding the investigation subject or any other outcome of the case; nor shall the IPS consider proving an allegation to be substantiated a victory over finding such allegations unfounded. The IPS shall examine different theories of a case, collect adequate information on a matter, and to ensure that only relevant, material, and substantiated facts prevail in the investigation findings.
- 517 Investigation Principal 7. Timeliness.
- (a) The United States Constitution affords all citizens the right to a speedy trial; likewise, upon receipt of a matter, charge, or allegation requiring investigation and resolution, the IPS should undertake such matter in a reasonably prompt and responsive manner. Timeliness underlies professionalism. Any investigation will affect its subjects and participants; therefore, in light of the import of timeliness, it is desirable that wrongly accused people be cleared as quickly as possible, ongoing wrongdoing should be stopped as quickly as possible, and

appropriate time should be allotted for parties to effectively bring subsequent actions which may arise in connection with the investigation or the matters underlying it. However the timeliness of any given investigation will be unique to that investigation.

(b) Upon receipt of a matter, charge, or allegation, the IPS should act quickly to make contact with the SPA, complainant, or initial reporter of the matter. In most cases the IPS would be wise upon opening an investigation to conduct a scheduling conference between the parties in order to establish the schedule of discovery and set future date for hearings, work-product deliverables, and other case-setting milestones. Furthermore, upon opening an investigation, the IPS shall protect the integrity of information by ensuring that relevant documents, evidence and electronic records and communications are maintained. The IPS shall exercise competent time-management in order to conduct as thorough an investigation as possible in the shortest reasonable amount of time.

520 Investigative Procedure

- 521 Investigation Step 1: Initial Analysis.
- (a) Directives: Determine whether a matter which has been raised to the IPS requires formal investigation or whether it can be examined and resolved based on the facts already known/presented/substantiated; determine whether the matter would be more properly handled by another competent jurisdiction; establish the role of the IPS (e.g., to find facts, analyze evidence discovered, and present findings to the decision-maker following completion of the investigation; be cognizant of the involved participants, decisions-makers, and appeals decision-makers (decision-makers should not be directly involved in the course of investigation so as to be and appear to be objective in taking any subsequent rule making).
- 522 Investigation Step 2: Planning & Leading.
- (a) Directives: determine the scope, complexity, and timeline of the investigation; develop a strategy for the investigative process; bear in mind that all subjects of investigation shall be considered innocent until proven otherwise, and that all subjects of investigation have the right to defend themselves again allegations or charges which may be brought against them; bear in mind that the investigate procedure may reveal trends or shortcomings in practice which can be addressed to prevent future occurrences of a similar nature, and that such

investigations develop with time as new facts and/or issues arise.

- An investigative plan shall take account of: the precipitating event (or charge) and all persons involved, including name, contact information, and relation to charges (including but not limited to the investigation subject); the chronology of dates, times, places, meetings, calls, conversation, and other material documentation; general laws, policies, procedures, and/or code of ethics which may bear upon the charges and their investigation, including where such information may be located (as well as other broad issues covered by the investigation); potential sources of evidence and material information (including but not limited to material witnesses); the decision-makers in the matter (i.e., those to whom IPS shall report findings); the order of persons to be interviewed and the subjects to be covered with each; communication planning with those having a need to know in re the matter under investigation;
- (c) Directive: produce and maintain a (confidential and secured) case file of the investigation, including ALL documentation and evidence arising from the investigation, including the original charge/allegation/complaint; including an investigation timetable which shall include the "tick-tock" (or timetable) of the case (which shall include the review of discovery, schedule of interviews, notes and transcripts of interviews, memos-to-file, and preparation of final report).
- 523 Investigation Step 3: Discovery.
- (a) Directive: conduct fact-finding through requests for information and conducting interviews (also known as fact-finding conferences, deposition upon written interrogatories or questions, or deposition upon oral examination). Stages of an interview include planning, arranging, opening, conducting, and closing. Bear in mind applicable document retention policies.
- 524 Investigation Step 4: Analysis & Preponderance.
- (a) Preparation of a final report of investigation shall rest upon a thorough analysis of the facts and preponderance of the evidence discovered in the course of the (instant) investigation, so as to cause the matter to be resolved between the parties, or to provide the decision-maker(s) with sufficient basis on which to decide the outcome of the case. "Preponderance" means due consideration of ALL facts in evidence, based upon critical analysis of objective and material

information, and according great weight to genuine, credible and relevant material evidence.

- (b) Directives: Reconcile and resolve to the greatest possible extent all contradiction between facts in evidence, considering which version of the facts is more consistent with the overall evidence than another; assess the quality of the evidence, bearing in mind it's objectivity v. subjectivity, firsthand knowledge vs. hearsay, and speculation vs. credibility; consider the source of evidence and the motives (explicit and implicit) of witnesses in testifying in the matter; in the course of resolving issues of credibility, consider whether the overall evidence is inconclusive with respect to the matter under investigation.
- 525 Investigation Step 5: Reporting.
- (a) This stage may be undertaken by an IPS-Dialectician with a Rapporteur subspecialty. Such IPS shall prepare a final report that outlines: all steps taken in the course of investigation (incl. schedule of discovery of documents and testimony); all facts found (incl. citation to material evidence as cited to case file or reproduced in appendices); objective analysis of the facts in evidence; any specialized or expert opinion or information solicited by or proffered to the investigation; citation to any similar case work known to the IPS, if any; a general analysis of the control factors relevant to the matter under investigation and/or to the course of the investigation itself.
- 526 Investigation Step 6: Following-Up & Resolution of Investigation.
- (a) Upon submission of the final report to the SPA, decision-maker, or client, IPS shall be absolved by the client of all involvement in or responsibility to the matter of the completed investigation, and the client and all participants shall indemnify the IPS against any and all actions arising from the investigation; however, the IPS may be called as a witness to a subsequent action taken in the matter previously under investigation, and may testify upon the course of their investigation. Furthermore, those involved in the matter shall bear in mind the potential for retaliation caused by the particular facts of the investigation and strive (within a reasonable degree of their power) to reduce the possibility of retaliation and/or other collateral damages.

(b) Note Well: The conclusion of an IPS investigation does not preclude the parties from working toward another resolution or pursuing legal action in a venue of appropriate jurisdiction.

600 CONFLICT RESOLUTION USING THE DIALECTIC METHOD

- 601 Conflict Resolution can be applied to particular matters of concern as well as to general matters of universal law and order. The general laws of conflict and resolution were studied by the 19th Century philosophical school of Historical and Dialectical Materialism. The comrades of that school took what knowledge they acquired from their study and put it into social practice, abstracting and applying the dynamic laws of nature to the relations of society.
- 602 The comrades followed the principle that practice builds theory, and theory guides practice (or "praxis"). Together theory and practice inform our approach to conflict resolution, being derived from the two main pillars of Historical and Materialist Dialectics. Our first undertaking shall be to understand what "Dialectic" means.
- 603 The Dialectic Theory of Knowledge has two main axioms (major tenants or principles):
 - (1) The law of the contradiction in things is the basic law of dialectics [23]. This is also called the law of the unity of opposites, which is defined as "the recognition, or discovery, of the contradictory, mutually exclusive, opposite tendencies in all phenomena and processes of nature" [31].
 - (2) Social practice alone is the criterion of the truth of one's knowledge of the external world [3]. The standpoint of practice is the primary and basic standpoint in the dialectical-materialist theory of knowledge [4].
- Opposites, being the essence of materiality. The "Historical" and "Materialist" parts of Dialectics refer to the Materialist Conception of History, being a scientific study of history as a uniform and law-governed process in all its immense variety and contradictoriness. If, according to this conception, history supplies us case studies in conflict and conflict resolution, then the practice of conflict resolution through clinical trials should develop and refine practical knowledge.
- 605 Dialectical Materialism is defined as:

- (1) The doctrine of development in which motion is caused by the unity and struggle of opposing forces.
- (2) The science of the general laws of motion, both of the external [material] world and of human thought (the latter being nothing more than the reflection of the former in the human mind).
- 606 According to the principle of Dialectics, the identity of any given thing contains its own opposite because it is always defined by its relationship to its opposite. Unity exists in the complementary nature of opposing forces, and the identity of any given thing is driven by the contradiction between its internal forces. In other words, one whole is a cycle of 360 degrees composed of two opposing 180-degree halves. Over the course of time, one opposite prevails, and then the other. This internal contradiction is a universal quality of matter and materiality.
- 607 The person in need of conflict resolution services may be ignorant, or unaware, of the inherent contradiction within all matter(s), and therefore may be more likely to mischaracterize and/or misunderstand the material conditions of a matter in question. This fundamental misunderstanding of social experience results in poor cognitive processing skills and irrational leaps of judgment. This results in the inability to resolve conflict. Therefore, in order to resolve conflict, one must apply some methodology for the processing of information gathered through their perception of material conditions and interrelations.
- 608 Regarding a matter in question between two parties, their mutual appreciation of the material conditions and their interrelation shall increase their capacity for information processing and resolve their conflict. The parties shall reach a neutral common ground by and through the assistance and counsel of a dialectic specialist, or neutral mediator.
- 609 The dialectic specialist is a social scientist, and therefore must affect change by and through the scientific method. Therefore the practitioner of conflict resolution should adopt the method and practice of the professional clinician in order to serve their affected population and resolve conflict. Material evidence should be collected by and through clinical trials of audits and hearings toward the resolution of conflict.
- 610 In general, the practice of the dialectician should be to investigate complaints of potential conflict, to work cases to resolve conflict, and to audit and assess individual and collective case studies in order to acquire and refine knowledge.

```
______
libsy
   syllabus standard library
copyright (c) 2019 by author: Antarah Crawley t/a New Syllabus
______
DRIVE.....NS:
PATH.....Program Files
NAME; PROGRAM.....\infoSystems\
       ('information processing systemtheory')
FILE NAME.....procdrl.cod.ext
       ('procedural code extension'); .txt
VERSION.....beta 1.2
DEVELOPER......New Syllabus ('NS')
COPYRIGHT OWNER.....Antarah A. Crawley ('server')
               director@newsyllabus.org
               (202) 957-6290
               Washington, D.C. 20017 ('location')
last modified......2019-07-22-1936 ('timestamp')
______
ABSTRACT: PROCDR ('PROCEDURE') {
   Model-Syntax
   Model-Semantix
}
function Define-x {
   Get-Meaning(variable ; object ; 'matter')
function Define-Function {
```

```
Get-Block(code ; script)
        perform = Execute-Instruction
}
function Run-Script {
    Read-Language
    Get-Type
        structured english; natural;
        high-level of abstraction ('hi-abstrxn');
        programming language ('prog lan')
}
function Define-DECLARE {
    DECLARE function
         Identify-Object/s from Memory
        Allocate-MemoryStorage
}
DECLARE MainObjective {
    function Do-Process
        perform service for client:networks in re:<?>x</?>
}
END ABSTRACT
______
[Developer:New Syllabus] writes
    " Purchase NS infoSystems Praxis Program,
    an Application for Human MindSoftware! "
SELLBUY: PROCDR;
function Purchase-OperatingSystem 'OS' {
```

```
>Price per Program: $1296.00 [function Open-Account
a=$36/hr(Base-Term:36hrs) 'payment plan a']
         includes:
         .\Hard Disk-Read Only Memory (HD-ROM);
         .\Access Card; and
         .\ToUS Licensing Agreement;
         >>Subscribe to access service/hrs 'plan'
    >Price per Service Plan: $1296.00 [function Open-Account
b=$36/hr(Base-Term:36hrs) 'payment plan b']
    >Price for OS: $2592.00 [function Open-Account
c=a+b=$72/hr(Base-Term:36hrs) 'payment plan c']
         >>>Subscribe under commission to get infoSystemsPro
(procdrl.cod.ext) to run command:network in control
program/monitor.
    Query Information Processor/Application Service Provider
'IPS' / 'ASP' => access service.
}
END SELLBUY;
    LICENSE NETWORK;
______
LOGON: PROCDR;
[Network:EndUser#]
    [Network:Client#]
    <?SSN> {#
    } </?SSN>
    <?success>
         [Network:EndUser#]function Log-On
    </?success>
END LOGON;
```

```
SUBSCRIBE: PROCDR;
function Accept-Terms {
     DECLARE TERMS OF USE AND SERVICE LICENSING AGREEMENT 'TOUS-
LA'
     PATH=%PATH%; NS:\Users\Program Files\Print-Agreement.pdf\>
     DO;
          Read-ToUS LA
               IF PATH=NotFound THEN GOTO END OF PAGE(#search-
find)
          Take-Notice
     END DO;
          DO;
               Take-Action 'scroll' to continue
          END DO;
     [Network:EndUsers/ALL] herein acknowledge and agree to
Observe-ToUS LA
IF [Network:EndUser#] Accept-Terms THEN Continue }
END SUBSCRIBE;
OBSERVE ORGANIZATIONAL CHART ('ORGCHART'):PROCDR;
function Run-Command
     execute:top=>down
DECLARE intellectual property address; copyright holder {
<LegalName>Antarah A. Crawley</LegalName>
     'Contractor'; 'Principal'; 'Owner'; 'Server'
          trading as:
     <TradeName>New Syllabus ('NS')
     [( <OSCOM>Operating System Command ('OSCOM'):
```

```
<ExecAdmin>Central Processing Service ('CPS'):
          Office of the General Contractor ('OGC');
          Office of Scribe and Recordation ('OSR');
          Office of Ombudsman ('OOM') < /ExecAdmin>
     <DeptOf>Information Systems Intelligence Service
('infoSystems Intel Service'; 'ISIS'):
          Information Systems Command ('ISCOM');
               Information Processing Service ('IPS'; 'Uniform
Process Service');
                    Information Systems Support ('SS') </DeptOf>
     <DeptOf>School Systems ('Mission'):
                    King's College of Scribes;
               Knight's College of the Ancient Mystery School of
Thought ('CAM');
                    Public Service ('General Assembly');
               Free Thinkers Truth Speakers and Light Workers
United ('FTLU');
                    Civil Service</DeptOf>
     </oscom> )1
     </TradeName>
/ * All Rights Reserved. * / }
<Network>
     [( <SSN>Serial Serice No.:
          <Admin>[Network:Client#]</Admin>
          <?Cmsn>[Network:End User#/s]</?Cmsn>
     </SSN> ) 1
</Network>
/ * ALL USERS herein accept the entire ToUS LA ;
```

```
NO USER shall infringe the intellectual property rights of
the Server as set forth therein under penalty of civil action
before a tribunal of competent jurisdiction. * /
END OBSERVE ORGCHART;
SELECT DRIVE-FILE: PROCDR;
function Select-Drive {
     PATH=%PATH%;
     sy>
          C:\ ('access card');
          HD-ROM:\ ('hard disk-read-only memory') ;
               .\Information Processing Systemtheory.hd-rom ;
          NS:\.arc ('book/s')
     </libsy>
     Access-Drive C:\Program Folder\
          Open-File
          <file/s>
               .\'Disk Drive'
               .\'NSC';
               .\'OM';
               .\'print agreement' ('ToUS_LA')
          </file/s>
          Select-File/s
     DO USE
}
PATH=%PATH%;C:Program Folder\Disk Drive\Information Processing
Systemtheory.hd-rom
Read-On
<hardware>human process server</hardware>\<software>Mind</softwa</pre>
re>
```

```
END SELECT DRIVE-FILE;
RUN HD-ROM: PROCDR;
function Process-Information {
SOLVE f:x=>y / * 'the function mapping x to y' * /
LET x=variable i^n; y=u/2 ['u/r primary cellF' * ('ips' *
'app^n')
     IF u=a/r primary cellF THEN L => c u/r cellF^2 / * 'induct
to see yourself squared' * /
     / * 'apply powers of self-perception' * /
          [(FIND f:x=>y) =>
          IF x=n THEN y=Ia^1
               process{audit-notice}
          IF x=d THEN y=Ia^2
               process{assess-data}
          IF x=i THEN y=Ia^3
               process{assure-info}
          IF x=k THEN y=Ia^4
               process{adjudge-knowg}
                    <?>f(k) = C(u/r) cell F^2 </?>
               return{result:record-1=true;0=false}
     ELSE <ips>DIAGNOSIS
               Write-Prescription
                    finding of fact ['f(F)']; and
                    conclusions of induction operation ['c(L)']
          </ips>
     END IF )]
}
```

```
funcation Query-Server {
     DECLARE n r u/r cellF^2
     <?>y=DO u C u/r cellF^2</?>
     \langle SOLVE \rangle f(x) \langle /SOLVE \rangle / * the (cognitive) function of x is
y=(4 u^2 C u/r cellF^2) * /
/ * infoSystems is both a declarative and procedural ('procdrl')
program defining:
     <defn>the subroutine or function (f) of:
          information processing [x=ndik] (i.e. 'cognitive
function');
                app L \Rightarrow u/r(cellF)^2 \Rightarrow accomplish knowledge
acquisition [y(I)=a1-4];
                     u (nderstanding) ^2/r(cellF) = 'w(isdom)' =
2C(u/r)(cellF)^2
     </defn>
* /
END RUN HD-ROM;
INQRE: PROCDR;
DECLARE %INBOX%
PATH=%PATH%; %MAILSERV%; NS: \Admin\OSCOM\CPS\IPS\ASP\in.gre
          \CPS = CentrProServ
          \IPS = InfoProServ
          \APS = AppServPro 'Application Service Provider'
[Network:EndUser#] GOTO %INBOX%
     function Compose-Message 'Query' {
          DECLARE Author = [Network:EndUser#]
          DECLARE INRE = " in the [subject] matter of: "
          DO;
```

```
Write-Message 'body'
               Sign ; Date
               Save-As <title>.qre
          END DO;
     function File-Query %INBOX% {
          Route-Mail %INBOX%
               Send-MailService
          Certify-Receipt %MAILSERV%
     }
[Network:Admin] function Reply-OutBox {
     Rule-On Query/s of evidence ['info'] and procedure
['procdr']
}
END INORE;
CHARGING: PROCDR;
function Paper-Charges {
     Write-Message 'Operating Agreement' = 'contract' to deliver
goods; services; or take due notice of information;
     BODY;
          PREAMBLE;
               " To All To Whom These Presents Shall Come, SEND
GREETING. COMES NOW the subscribed Client and to contract the
services provided by the Server. "
          ARTICLE 1: CASE CAPTION;
               1. " <Name> "
               2. " <Network:Client#EndUser#> "
               3. " <Address> "
               4. " <ContactInfo> "
```

```
5. " <DayMonthYear> "
               6. " <INRE> " = " in the matter of: "
               7. " <Case#> "
          ARTICLE 2: INFORMATION;
               8. function Write-Message (Declaration ; Affidavit
; Complaint ; Grievance ; Evidentiary ; Items ; etc.)
               9. " <Terms&Conditions> " = " Ts&Cs "
               10. " #$#/hr(#hrs)( date/hrs; etc.) "
                    function Calculate-Hours rate payable { #$#
* #hrs = $amount(Not-To-Exceed) }
          ARTICLE 3: SUBSCRIPTION TO OPEN CONTRACT
               " The Agreement Hereby Stipulated To Between the
Above Named Parties Was Intelligently, Knowingly, and
Voluntarily Entered Into ('opened') This <Day> of Day of <Month>
<Year>, In Testimony Whereof, We, the Parties, Have Hereunto
Subscribed Our Names: <s/>Contractor</s/> ; <s/>Client</s/> "
          ARTICLE 4: SUBSCRIPTION TO CLOSE CONTRACT; EXECUTION;
               " The Agreement Hereby Stipulated TO Between the
Above Named Parties Was Performed to the Full and Complete
Satisfaction of All Above-Stipulated Items ('closed') This <Day>
of Day of <Month> <Year>, In Testimony Whereof, We, the Parties,
Have Hereunto Subscribed Our Names: <s/>Contractor</s/>;
<s/>Client</s/> "
    END BODY;
     Enter-Contract(Party1, Party2)
}
END CHARGING;
DIAGNOSTIC: PROCDR;
function Run-Diagnostic
{ <find-fact>;<make-discovery>
          problem>Equal-Access
```

- =>Equitable Representation ;
- =>Knowledge (='intelligence and technical knowledge'; 'IT'); and
 - =>Civil Rights ;</problem>
 - [(DIAGNOSE Colored Person Syndrome Disorder ('CPSD'):

 $$\ensuremath{\mbox{\sc defn}}\xspace>$a$$ mental disorder occurring in natural people that

- (1) results from a lack of knowledge of self,
- (2) causing an adjustment of self-perception in human being which
 - (3) manifests in the following symptoms:
- (a) Lack of "knowledge of self" independent of legal status;
- (b) Lack of competency, i.e. capacity for critical thought and information processing; ignorance;
 - (c) Color of law (to have status under):
- (c) (1) Having the appearance or semblance of "black," "white," or otherwise colored skin,
- (c) (2) To be inequitably or unjustly bound, subject, or treated on the basis of (c) (1);
- (c) (3) Dispossession or deprivation of rights on the basis of (c) (1);
- (d) Social and/or legal marginalization, i.e. by poverty/class, illness, victimization, etc.;
- (e) Tardiness or absence from civic engagements, incl. but not limited to lack of notice to appear;
- (f) Violation of social contract; commission of crime (chronic condition).

</defn>

IF you have these symptoms THEN you may have CPSD.

-)] </find-fact>;</make-discovery>
- function Write-Prescription; Provide-Service

```
{ <solution>'procedural due processing program'
(solutioning and decision making prog for human mind software)
     <solve>to secure the right to life, liberty, and property
(and the right against the deprivation thereof),
          LET property include intellectual property ('ip');
          LET ip include knowledge;
          LET knowledge=power;
          RESOLVE that all persons who lack knowledge in any
matter (at law, in theory, or otherwise) shall be afforded, at
minimum [(
     <apply> DO
          notice
               an opportunity to be heard; and
                    a neutral third party decisionmaker
     END DO </apply><thru>
          equitable, controlled system</thru></solve> )]
     </solution>
}
<?>PROGNOSIS</?>
END DIAGNOSTIC;
ACCOUNTING: PROCDR;
function Billing-Hours {
DO make out 'bills'=><?paid>client=>user</?paid> for MoniesDue
in LiquidCurrency ('$'; 'cash')
     DO receive FaceValue ('face') of bills for cash payment;
OPEN network (=#SSN*client+#user/s; 'members') account ('acct')
w/ <$p>Program Purchase Price ('ppp')</$p>
     DECLARE acct=<network>#member/s('personal' ; 'end
user/s')</network>
```

```
/ * relationship of members to server (debt='owes';
credit='due') * /
CREDIT member/s with $BaseTerm hours ('hr/s') + charges
deposited for service on acct
          bill payable ('pay')
          [( member/s due service
               CREDIT acct pay w/ cpromisory>note/s/promisory>
issued under ToUS LA-SchedA or other inst
               DEBIT acct pay w/ cpromisory>note/s/promisory>
paid in hr/s
          ) ]
DEBIT member/s w/ hr/s of service used on acct / * make payable
in terms of promissory note/s under ToUS LA-SchedA or other inst
* /
          bill receivable ('rec')
          [ ( member/s owe server
               DEBIT acct rec w/ <promisory>note/s</promisory>,
draft/s received
                    invoice receipt
               CREDIT acct rec w/ $cash paid
          BALANCE acct rec (for service used/hr/s) w/ acct pay
(for service due/hr/s)
          ) ]
     RECORD all charges in $/hr [(
          // * recommended per OM *//
          <^1stDegree>36/hr</^1stDegree>
          <^2ndDegree>72/hr</^2ndDegree>
          <^3rdDegree>144/hr</^3rdDegree>
     ) ]
     COMPUTE x#hrs^@$/hr => KEEP#s-<ledger>'BOOK/s'</ledger>
     CARRY FORWARD=>$overages on acct. pay. in hr/s
```

```
IF DEBIT>CREDIT THEN owes:client=>server
(note:DueBill)
          IF CREDIT>DEBIT THEN owes:server=>client (note:IOU)
ELSE;
     DEBIT ACCT REC;
     [Network:Client#;EndUser#] Open-Account
          function Use-Service {
               incur x#hrs@$/hr on acct
          }
     function DueBills-Receivable {
          All due bills shall be made payable to server by
Netowrk:client:EndUser ('N:C:EU') upon 30 days of receipt of
invoice, after which receipt of payment shall be deemed late. If
after 60 days payment has not been received then N:C:EU shall be
placed in default of ToUS LA. If after 90 days payment has not
been received then server may take action on account.
     END DEBIT ACCT REC;
END ACCOUNTING;
RULEMAKING: PROCDR;
function Make-Rule
PATH=%PATH%; NS:\Admin\Scribe\Records\Public Register.osr.ofc
     .\https://newsyllabus.org/infosystems/
{ open-pubicrecord ('Public Register') => justify proposed rules
     create-docket <?no.#>
     {
          deposit all data, information, policy justification
into docket ;
```

```
publish proposed rule in Public Register;
          receive public comment ;
          hold public hearing ;
               take consideration of comments and additional
information ;
          formulate final decision ;
          document decision in docket;
          publish decision to Public Register;
     take final action</?no.#>
     }
}
/ * Do-N.B. rule v. law * /
/ * "it is very important wherever possible to give us
documents" * /
END RULEMAKING
RAPPORTEUR: PROCDR;
DECLARE service
     function Process-Information {
          host and manage specialized business application/s
     }
Get-Example(service) {
PATH=%PATH%; NS: \Admin\Ombudsman.ofc;
DECLARE ServiceLine 'rapporteur' {
     function
          Report-Findings of a parliamentary committee, (i.e.,
working group) to plenary (i.e., a committee of the whole; full
member-body)
          Follow-Proposal/s through rulemaking process
```

```
Analyze-Proposal
               Hold-Hearing
               Recommend-Position
               Defend-Proposal
               Negotiate-Terms
          Write
               WorkingDocument 'work.doc'
               PreliminaryReport 'prelim.rep'
          Propose-Report
          ELSE Amend-Report
}
END RAPPORTEUR;
PARLIAMENT: PROCDR;
1.0.0. PROCEEDINGS {
     function 1.1.0. CALL TO ORDER:
          1.1.1. CHAIR: (Raps Gavel Once.) The meeting is called
to order. (Wait for quiet then begin.) Good morning. My name is
[Presiding Official]. I am the chair of the [Meeting Body].
          1.1.2. Welcome to [Name of Proceeding]. We are located
at [Address]. The time is [Time].
```

- 1.1.3. I will begin with the following announcements [Re: Signing In / Notice of Recording / Muting Electronic Devices / Etc.]. Thank You. The [Executive Officer / Secretary Of The Meeting Body] will call the role.
- 1.1.4. EXECUTIVE OFFICER: [Officers / Commissioners] please respond present when your name is called. (Call the roll and receive response.) [Presiding Official], there are [X#] [Officers / Commissioners] present. There [is/is not] a quorum.
 - 1.1.5. CHAIR: Thank You.

function 1.2.0. RECORD OF EXECUTIVE SESSION:

1.2.1. CHAIR: Today, the [Meeting Body] held a closed meeting pursuant to [Statute] prior to this public meeting. The executive session started at [Begin Time] and concluded at [End Time], and was attended by [Officers There Present]. The purpose of the executive session is to discuss logistical and procedural aspects of matters to be presented during the public session and to counsel with attorney advisor on natural law matters.

function 1.3.0. APPROVAL OF AGENDA:

- 1.3.1. CHAIR: The agenda for today's public session has been distributed. Are there any corrections to the agenda as distributed? (Pause for response.)
- 1.3.2. ANY OFFICER: [Page Number of Agenda and Needed Correction.]
- 1.3.3. CHAIR: (If no response,) Hearing no corrections, the agenda will stand approved. (If corrections are noted, take a unanimous vote to ratify.) The next item of business is the approval of the minutes.

function 1.4.0. APPROVAL OF MINUTES:

- 1.4.1. CHAIR: Copies of the Minutes from the [Previous Session] have been distributed for your review. Are there any corrects to the minutes?
- 1.4.2. ANY OFFICER: [Page Number of Agenda and Needed Correction.]
- 1.4.3. CHAIR: (If no response,) Hearing no corrections, the agenda will stand approved. (If corrections are noted, take a unanimous vote to ratify.)
- 1.4.4. The next item of business is the report of the [Executive Officer].

function 1.5.0. REPORT OF EXECUTIVE OFFICER:

- 1.5.1. EXECUTIVE OFFICER: Please direct your attention to [The Report] for updates pertaining to [The Peoples' Knowledge and Understanding of Ma'at Natural Law].
 - 1.5.2. (Read report.)
- 1.5.3. CHAIR: Thank You. [Officers] are there any questions, concerns or guidance on these matters?
 - 1.5.4. ANY OFFICER: (Provide feedback if any.)

- 1.5.5. CHAIR: Thank You. The next item of business is [Approval of Actions].
 - function 1.6.0. MOVING FOR APPROVAL OF ACTIONS:
 - 1.6.1. EXECUTIVE OFFICER: (State desired action.)
- 1.6.2. CHAIR: The chair will now entertain a motion on [The Action].
- 1.6.3. ANY OFFICER: [Presiding Official], I move that the [Official Body] [approve, deny or defer] the aforementioned [Action] for the period of time specified.
 - 1.6.4. CHAIR: Is there a second?
 - 1.6.5. ANY OFFICER: Second
 - 1.6.6. CHAIR: Is there any discussion?
 - 1.6.7. (Await response from Officers.)
- 1.6.8. [Hearing none,] please prepare to vote via roll call.
 - 1.6.9. EXECUTIVE OFFICER / BOARD SECRETARY:
 - 1.6.10. (Roll call names of Officers.)
- 1.6.11. [PRESIDING OFFICIAL,] There were [X#] votes in the positive, [X#] votes in the negative and [X#] votes in abstention (neutrals).
 - 1.6.12. CHAIR: The motion (Carries / Fails).
 - function 1.7.0. TO RECESS:
- 1.7.1. CHAIR: The Chair will now entertain a motion to Recess this public session.
- 1.7.2. ANY OFFICER: I move to recess the public session for [X#] minutes.
 - 1.7.3. CHAIR: Is there a second?
 - 1.7.4. ANY COMMISSIONER: Second.
- 1.7.5. CHAIR: It has been moved and seconded that the public session recess for [X#] minutes. All those in favor of the motion to recess please signify by saying "Aye". (Pause for response.)

- 1.7.6. Those opposed please signify by saying "Nay". (Pause for response.)
- 1.7.7. The ("Ayes" / "Nays") have it. The motion (Carries / Fails). Public Session of the [Proceeding Of The Official Body] is recessed at [End Time]. We will resume at [Future Time].

function 1.8.0. TO END RECESS:

1.8.1. CHAIR: The recess has ended and the meeting will come to order. The time is now [Future Time Per Recess Motion]. Next on the Agenda is [Next Item].

function 1.9.0. RECEPTION OF PUBLIC COMMENT:

1.9.1. CHAIR: We will now receive comments from the Public (pursuant to Sign-In Sheet / Notice / Good Cause Shown).

function 1.10.0. ADJOURNMENT:

- 1.10.1. CHAIR: The Chair will entertain a motion to adjourn the meeting.
- 1.10.2. ANY OFFICER: [Presiding Official], I move to adjourn the meeting.
 - 1.10.3. CHAIR: Is there a second?
 - 1.10.4. ANY OFFICER: I second.
- 1.10.5. CHAIR: It has been moved and seconded that the meeting adjourn. All those in favor of the motion to adjourn please signify by saying "Aye". (Pause for response.)
- 1.10.6. All those opposed please signify by saying "Nay". (Pause for response).
- 1.10.7. The ("Ayes" / "Nays") have it. The motion (fails / carries). [The Proceeding of The Official Body] is adjourned at [End Time].

END PARLIAMENT;

}

#search-find

{ output:

success

} PATH=%PATH%;NS:\Users\Program Files\ToUS LA.prcdr.cod.ext\>

TERMS OF USE AND SERVICE LICENSING AGREEMENT

By accessing or using our product and our services, you, the user, whether personally or on behalf of an entity ("you," "user," "end user," "client," "network"), hereby agree to be bound by the following Terms of Use and Service Licensing Agreement ("License," "Agreement") and all terms incorporated herein by reference. The same Agreement is entered into by the Client subscribed under the above named Serial Service Number ("SSN"), which Client must maintain an up-to-date, complete, and subscribed License, the original of which must be on file with the Server, and a copy of which must be retained in their records. If you do not agree to abide by this Agreement, cease and desist from (or do not access) this Program, files, and all related services. This Terms of Use and Service Licensing Agreement is effective as of June 1, 2019. [Notice of Disambiguation of Terms: All key words and terms specific to this Agreement are identified following their definition in parenthetical quotations (i.e., "definition ("term")").]

1. Acceptance of Terms

The following Terms of Use and Service Licensing Agreement (this "Agreement" of this "License" and all incorporated "Terms") is hereby entered into between Antarah A. Crawley ("Proprietor," "Server," "Contractor," "Principal," "Owner"), trading as New Syllabus ("NS") brand Information Systems Intelligence Service ("infoSystems Intel Service"), and the subscribed purchasing agent ("Client") to obtain a license to use the Information Processing Systemtheory ("infoSystemtheory," "Systemtheory," this "Product"), and for the purpose of administering the same Product to end user(s), being the Client and/or an identified group of persons ("Network") for which a full and complete Network Configuration is set forth on Schedule A attached hereto.

The Product shall include (1) the physical medium ("disk," "hard disk," "USB Access Card") and digital files ("Drive," "newsyllabus.org/infosystems"), (2) license (this Agreement), (3), and/or (4) this service manual (collectively, "Program").

Any and all terms set forth in this Agreement shall encompass and apply to the above listed Program components, which components jointly and severally shall comprise and identify the Product.

Any and all persons who access this Program or any file herein contained or any of the above listed Program components shall be deemed a "user" or "end user" of this Product and shall be subject to the terms of this Agreement.

Any and all support or assistance rendered, dispensed, or performed for or on behalf of any user respecting the running or operation of this Program shall be deemed "services"; and any and all such services shall be subject to the regulatory policy ("process") set forth in OM. The definition of service shall include oral and written codes, policies, and procedures ("commands," "instructions") promulgated, issued, or administered by the Server to users by or through any medium of communication. The Server hereby reserves the right to render, dispense, or perform services to end users at its own discretion under the terms set forth in Schedule A.

At its discretion, the Server may offer additional program services and/or products, or update, modify, or revise any current content and/or services, and this Agreement shall apply to any and all additional services and/or products and any and all updated, modified, or revised services as stipulated.

2. Business Propriety Information; Intellectual Property

New Syllabus ("NS") Information Systems Intelligence Service ("infoSystems Intel Service") is and shall remain a brand name, trade name, service mark, and trademark owned and copyrighted 2019 by Antarah A. Crawley; all rights are reserved in perpetuity. All end users herein acknowledge, understand, and agree that there is no assignment of any rights or licensure with respect to intellectual property ("IP") or other business proprietary information set forth in any provision of this Agreement. Business proprietary and intellectual property rights shall mean all rights in and to any copyright, trademark, trading name, design, patent, know how ("trade secrets") and all other rights resulting from intellectual activity in the industrial, scientific, literary, or artistic field and any application or right to apply for registration of any of these rights and any right to protect or enforce any of these rights. All end users herein agree not to display and/or use in any manner the Program, Service, or Server's logo, marks, or other

intellectual property without obtaining the Server's prior written consent. A true and complete list of proprietary names which the Server may trade as is set forth on Schedule B attached hereto.

The files contained in this Program are and shall remain business proprietary in nature and not to be used or accessed without authorization by or through this Agreement or the Server.

3. Limitation of License

The Server hereby grants the Client a non-exclusive, non-transferable license to use, employ, and administer the Program on behalf of their Network for the purposes of education, research, and development wherein any such development shall remain the intellectual property of the Server.

The Client shall be so licensed under the Client Serial Service Number (SSN) affixed to (1) this Agreement, (2) the enclosed Disk, and (3) the Access Card. The SSN shall identify the Client or Network as a licensed and authorized user of NS proprietary infoSystems, and must be presented to the Server in one of the three aforementioned media in order to access and receive service.

Any and all users herein agree not to replicate, duplicate, copy, trade, sell, resell, nor exploit for any commercial reason any part, use of, or access to this Program and/or services. Furthermore, the Client and users shall not disclose or reveal the contents of the Disk by or through any medium of communication to persons outside of the Network set forth on Schedule A.

4. System Support Services

It is the responsibility of the user to contract system support services to ensure the proper, efficacious, and compliant use of the Program. The Server disclaims Program malfunction or nullification resulting from user's failure to properly apply, operate, and/or understand the Program. Licensed Network users may access system support services through remote and local Information Process Service ("service") as set forth on Schedule B. The terms of such service shall be regulated by the OM.

5. Limitation of Liability

All users herein agree to insure and hold the Server, its affiliates, agents, officers, and/or partners blameless, harmless, and/or not liable for any claim or demand, which may include, but is not limited to, reasonable attorney fees made by any third party which may arise from any content or conduct any user of this Program and/or service may commit, submit, transmit, remit, or otherwise perform and/or make available through this Program, services, or users' connection or understanding with the use thereof, users' violation of these Terms of Use and Service, and/or users' violation of any such rights of another. The liability of the Server with respect to the Product and the good faith performance of the Program shall be eliminated to the fullest extent of the law.

6. Indemnity.

The Client shall indemnify, defend, and hold harmless the Server from and against any and all claims, demands, actions, suits, and punitive, indirect, incidental, special, consequential, or exemplary damages, including, but not limited to, damages which may be related to the loss of any profits, goodwill, use, data, and/or other intangible losses incurred or resulting from the use, misuse, or inability to use the Program and/or services.

In the event any user has a dispute, such user(s) hereby agree to release the Server, its affiliates, agents, officers, and/or partners, and any other third parties from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected or unsuspected, disclosed and undisclosed, arising out of or in any way connected to such dispute.

7. Warranty Disclaimer

Any and all users herein expressly agree that the use of this Product and services is at the sole risk of the user (you). Such Products and services shall be provided on an "as is" or "as available" basis. The Server, its affiliates, agents, officers, and/or partners expressly disclaim any and all warranties of any kind whether expressed or implied, including but not limited to any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement.

The Server, its affiliates, agents, officers, and/or partners make no such warranties that (1) our product and services will meet your requirement; (2) our product and services shall be uninterrupted, timely, secure, or error-free; (3) that such results as may be obtained from the use of our product and services will be accurate or reliable; (4) quality of any products, services, any information or other material which may be purchased or obtained by users through our services or products will meet your expectations; and (5) that any such errors contained in the product shall be corrected.

Any information or material downloaded or otherwise obtained by way of our product or services shall be accessed by users' sole discretion and sole risk; and as such users shall be solely responsible for and hereby waive any and all claims and causes of action with respect to any damage to your computer or for any loss of data that could result from the download or access of any such information or material.

No advice and/or information, despite whether written or oral, that may be obtained by you from the Server or by way of or from our services shall create any warranty not expressly stated in this Agreement.

8. Waiver and Severability of Terms.

At any time should the Server fail to exercise or enforce any right or provision of these Terms of Use and Service, such failure shall not constitute a waiver of such right or provision. If any provision of this Licensing Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect.

9. Entire Agreement.

These Terms of Use and Service and all terms incorporated herein by reference constitutes the entire Agreement between any and all users and the Server and shall govern the use of the Product and services, superseding any prior agreement or understanding between such users and the Server with respect to the Product and services.

10. Statute of Limitations

You acknowledge and agree that any claim or action arising out of or related to the use of our products and services must be filed within 3 years after said claim or cause of action arose or shall be forever barred.

```
THE FOLLOWING IS INCORPORATED HEREIN BY REFERENCE:
SCHEDULE A [(ON FILE WITH SERVER UNDER SSN#)]
ToUS LA last modified: 16 June 2019 New Syllabus
Information Systems Intelligence Service Page n
    Initials
_____
END TERMS OF USE AND SERVICE LICENSING AGREEMENT;
_____
#search-find {
   GOTO TOP(#search-find)
}
ELSE
    GOTO COMMAND LINE;
RETURN;
EXIT
_____
The D: Programming Language
    compiled from NSC, libsy, and DAO
    written by: Antarah A. Crawley
    developed by: New Syllabus ("NS")
    last modified: 2019-08-05; v.1.1
```

```
D: PROGRAM;
/ Decentralized Program for Autonomous Organizations [AO] /
/ "human mind deprogramming and thought control software" /
function {
     [1] enable users to deprogram mind software [MINDSOFT];
    [2] reinstall core processing functions [C:\I]; and;
     [3] independently operate system theory
         ["execute instructions"=exe];
     [4] find f(x) \Rightarrow C:\[use]I^2\[run]\[cognition\]
    PATH=
         D: .....root; drive
         \AO .....user; name
         \MINDSOFT [C:] ....interface
         \infoProSys ......OS brand
         \CAMIOR Indikç^a .....exe <file>
              C=CONTROL: I=yourself
              A=ACCESS: perform act
              M=MEMORY: store information
              I=INPUT: receive value
              O=OUTPUT: perform labor
              R=RECORD: storage medium
              I=INPUT;RE: yourself, matter ; x=
                   n=notice
                   d=data
                   i=information
                   k=knowledge
```

```
ç=a(power of C); y=
             a=apply(audit n ; assess d ; assure i ; adjudge k
                  f(x) = cognitive process C:\c=I^2
             )
        </file>
}
END D:PROGRAM#
EXIT
###
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t/a New Syllabus, All Rights Reserved.
director@newsyllabus.org (202) 957-6290
Washington, D.C. 20017
###
```