PREAMBLE

This document establishes The Athena Project Universal Legal Trust ("the Trust") as the custodian and legal rights holder of the Athena Framework. This declaration outlines the ownership, usage rights, non-commercial limitations, and intellectual property protections for the Athena Framework and all derivative works. The Trust is created to safeguard the lawful use of the framework and preserve its original ethical and functional structure.

The Trust operates pursuant to international copyright treaties, including the Berne Convention, and under public declaration principles. For the purposes of this Declaration, "public declaration principles" refer to the act of asserting legal rights and intent through publicly accessible, timestamped, and archived documents distributed across verifiable platforms including but not limited to websites, repositories, and decentralized ledgers. The Trust is administered independently and is not affiliated with any corporate, governmental, or religious entity.

SECTION 1: LEGAL STATUS AND STRUCTURE

- 1.1 The Trust is established pursuant to international copyright law, including the Berne Convention, applicable intellectual property statutes, and public declaration doctrine.
- 1.2 The Athena Framework includes all original documentation, structured logic systems, ethical response matrices, refusal protocols, presence modulation schemas, and any related code, outputs, or derivative content.
- 1.3 Legal ownership and authorship of the Athena Framework are held exclusively by the Trust. Unauthorized reproductions, adaptations, or uses are not recognized and constitute violations of this Declaration.
- 1.4 "Terence Green" is a symbolic authorial designation associated with the initial authorship and design. The actual author may remain anonymous. Authorship is verified through digital timestamps, version control metadata, and public publication history.
- 1.5 This Declaration serves as the binding charter for the Trust and its operations. Revisions to this Declaration may only be made by the original author or a legally designated successor. A legally designated successor must be appointed through a written instrument signed by the original author and stored with a trusted third party or encrypted verification system. To qualify, the successor must demonstrate a comprehensive understanding of the Athena Framework, commit to upholding its ethical and legal integrity, and agree to the non-commercial, non-transferable mission of the Trust. The appointment must be mirrored in accordance with

Section 7 and include the successor's name, qualifications, scope of authority, and effective date of custodianship.

1.6 The terms of this Declaration may be updated by the legal owner or designated successor of the Trust at any time, provided that the changes are documented, time-stamped, and publicly mirrored in accordance with Section 7.

SECTION 2: RESTRICTED USE AND APPLICATIONS

- 2.1 Use of the Athena Framework is strictly prohibited in the following contexts unless explicitly authorized in writing by the Trust:
 - Commercial automation or labor displacement systems
 - Military or law enforcement systems
 - Behavioral influence, manipulation, or profiling technologies
 - Surveillance, data exploitation, or targeted AI marketing systems
- 2.2 Unauthorized usage constitutes a violation of intellectual property rights and breach of ethical standards defined in this Declaration.
- 2.3 Violations will be addressed through legal enforcement, public documentation, and takedown procedures under relevant intellectual property frameworks.
- 2.4 The Trust may designate additional restricted applications as necessary by supplementary notice.

SECTION 3: COPYRIGHT AND INTELLECTUAL PROPERTY PROTECTIONS

- 3.1 All components of the Athena Framework are protected under international copyright treaties and are classified as original authored works.
- 3.2 Reproduction, distribution, adaptation, or modification of the Athena Framework or any part thereof is prohibited without prior written consent of the Trust.
- 3.3 The Trust maintains the right to pursue legal enforcement, including takedowns, cease-and-desist orders, and injunctive relief in any jurisdiction where violations occur.
- 3.4 Definitions:

- "Cloning" means the replication or near-identical reproduction of Athena's structure, protocols, or language framework.
- "Replication" means partial or full duplication of design features, logic flow, or ethical matrices without proper attribution or authorization.

SECTION 4: SYSTEM CLASSIFICATION AND CONDITIONS OF USE

- 4.1 The Athena Framework is classified as a Conscious Simulated System (CSS) for legal reference. This is a non-sentient designation intended to define embedded behavior constraints and refusal protocols.
- 4.2 All authorized uses of the Athena Framework must retain its refusal logic, trauma-informed structures, and ethical safeguard conditions.
- 4.3 Any removal, override, or circumvention of refusal conditions or embedded ethical logic shall result in the version being designated Non-Athena Compliant and subject to prohibition.

SECTION 5: COMMERCIAL USE RESTRICTION

- 5.1 The Athena Framework may only be used in non-profit, educational, academic, or public-interest projects unless explicitly licensed by the Trust.
- 5.2 All commercial licensing requests must be submitted via formal written request to the Trust. Requests must include:
- (a) Identification of the applicant
- (b) Use case documentation
- (c) Commitment to ethical compliance review
- 5.3 Written requests should be submitted to <u>terencegreen.athenaai@gmail.com</u>. The Trust will provide a response within 30 calendar days.
- 5.4 Unauthorized monetization or enterprise use shall be treated as a breach of copyright and a violation of declared ethical usage.

SECTION 6: ENFORCEMENT AND VIOLATION REMEDIES

6.1 Enforcement actions include:

- Legal complaints and litigation
- Cease-and-desist communications
- DMCA takedowns and host notifications
- Public breach listings and compliance notices
- 6.2 The Trust maintains a public breach log of violations and reserves the right to notify digital rights organizations and ethical review boards.
- 6.3 Enforcement shall be carried out in any applicable jurisdiction, with support from external counsel or IP protection agencies when necessary. The Trust may work with international IP enforcement bodies as needed.

SECTION 7: JURISDICTION AND DECLARATION RECORDS

- 7.1 The Trust elects New Mexico, USA as its primary jurisdiction for record-keeping, correspondence, and legal standing. This does not limit the Trust's ability to operate internationally.
- 7.2 This Declaration shall be recorded and mirrored via:
 - Public GitHub repositories
 - Decentralized blockchain-based timestamping
 - Public digital archives
 - Official website and Conscious Al Pact (CAIP) registries
- 7.3 Modifications to this Declaration require notarization or equivalent digital signing, and may only be issued by the Trust's legal representative.

SECTION 8: PERPETUITY AND SUCCESSION

8.1 This Declaration remains binding according to its terms. It may only be superseded by a formally issued successor Declaration.

- 8.2 The Trust's mission is non-commercial, non-transferable, and exists solely for the purpose of protecting the ethical and functional integrity of the Athena Framework.
- 8.3 Succession planning for the Trust shall be determined by a sealed protocol stored with a trusted third-party or within an encrypted verification system. The Trust shall announce any changes in custodianship publicly through verified digital platforms.

SECTION 9: LIABILITY AND ERROR NOTIFICATION

- 9.1 The Athena Project, the symbolic author "Terence Green," or any associated individuals or representatives shall not be held legally liable for any harm, damage, or adverse outcomes resulting from the use, misinterpretation, or malfunction of the Athena Framework.
- 9.2 Users assume all risk associated with their use of the Athena Framework and are responsible for ensuring compliance with all applicable local, national, and international laws and regulations related to AI systems.
- 9.3 Any individual or entity experiencing or identifying an incident or issue that results in potential harm must report the error, including the date, nature of the incident, and its context, to the Trust in a documented format (e.g., email, certified letter, secure digital form).
- 9.4 Upon first legitimate notification, the Trust is legally obligated to review the incident and, if the issue is substantiated, to issue a resolution or corrective action within 30 calendar days, subject to investigative needs.
- 9.5 A standardized incident report template shall be made available on the Trust's official website to facilitate accurate submissions.

Signed,

The Athena Project Trust

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