

Academic Research License Agreement – Brisart Research Archive

Effective Date: [Insert Date]

Parties:

- Licensor: Jason Brisart
- Licensee: [Insert Institution Name]

1. Definitions and Scope

1.1 The Archive

The “Brisart Research Archive” (“the Archive”) refers to all finalized, non-public theoretical frameworks, manuscripts, symbolic schematics, structural models, and formal research templates authored by Jason Brisart. This includes all current and future materials privately delivered to the Licensee during the Term. Delivery may be staggered, versioned, or updated at the Licensor’s sole discretion, and shall occur via secure file transfer, encrypted download link, or another mutually agreed method. Only materials delivered during the Term are covered by this Agreement.

1.2 Authorized Researchers

“Authorized Researchers” are individuals who (a) are full-time or part-time academic faculty, postdoctoral researchers, graduate students, research staff, or visiting scholars formally affiliated with the Licensee; and (b) are directly engaged in research activities involving the Archive. All Authorized Researchers must be subject to the Licensee’s internal confidentiality and data protection policies, and their access shall be limited to the minimum materials necessary for their assigned research roles.

1.3 Grant of License

The Licensor grants the Licensee a limited, non-exclusive, non-transferable, and non-sublicensable license to access and use the Archive solely for internal, non-commercial academic research purposes during the Term. This license is subject to all conditions, limitations, and restrictions set forth in this Agreement, including confidentiality obligations, permitted usage boundaries, and attribution requirements. No rights are granted other than those explicitly stated herein.

2. Confidentiality and Restrictions

2.1 Confidentiality Period

All unreleased materials provided under this Agreement shall remain confidential for a period of five (5) years from the date of their delivery, unless the Licensor (a) formally publishes the material in a peer-reviewed venue, (b) publicly releases the material through an authorized channel, or (c) waives confidentiality in writing. This confidentiality obligation survives the termination or expiration of the Agreement for all materials received during the Term.

2.2 Usage Limitations

The Licensee and its Authorized Researchers shall not, under any circumstances:

- Reproduce, publish, or distribute any Archive material in its entirety, whether in print, digital, or oral form;
- Quote verbatim or replicate proprietary structural elements, formatting conventions, symbolic schematics, or specialized terminology unique to the Archive;
- Share or transmit any portion of the Archive to individuals or institutions not covered under this Agreement, including via email, file sharing, or cloud-based systems;
- Upload, sublicense, sell, license, or otherwise make available any Archive materials or derivative interpretations thereof to any external party or public platform, including open-access repositories, preprint servers, or academic forums;
- Use Archive content for any commercial or revenue-generating purpose without a separate written agreement with the Licensor.

2.3 Academic Use Exception

The Licensee may develop and publish original academic research inspired by or informed through the Archive, provided that all of the following conditions are met:

- Attribution: Proper acknowledgment is given to the Archive in all publications, presentations, or derivative academic output, as specified in Section 4;
- No Full Reproduction: Archive materials are never reproduced in full, including in appendices, supplemental files, or recorded talks;
- Limited Quotation: Direct quotations of proprietary structure, language, or symbolic elements are strictly limited to brief excerpts necessary for conceptual illustration and must be clearly cited;
- No Misrepresentation: The Archive's concepts may not be paraphrased or modified in a manner that misrepresents the original intent, function, or authorship;
- Internal-Only Figures: Diagrams or symbolic schematics derived from the Archive may only be shared in public-facing research if they have been significantly transformed or redrawn by the Licensee to illustrate novel academic insight, and must be clearly labeled as adapted.

2.4 Permissible Academic Discussion

Internal academic dialogue about the Archive is permitted in controlled, non-public settings such as internal lab meetings, departmental colloquia, or confidential research workshops, provided that all the following conditions are met:

- No Distribution: Archive content may not be distributed, printed, or shared in any physical or digital form beyond the session itself;
- Participant Confidentiality: All attendees must be subject to confidentiality obligations at least as strict as those in this Agreement, whether through institutional employment terms or signed nondisclosure agreements;
- No Recording: Sessions must not be audio- or video-recorded, and notes containing direct quotes, screenshots, or structural reproductions of the Archive must not be shared externally;
- Discussion-Only Context: Discussions must be limited to interpretation, critique, or inquiry and may not include instruction, redistribution, or derivative use of the Archive content.

2.5 Confidentiality Expiration

If a framework from the Archive is formally published in a peer-reviewed academic venue by the Licensor or by an institution with valid Archive access and explicit publication rights, that specific framework shall be deemed publicly released as of its publication date. Following such release, the confidentiality obligations in this Agreement shall no longer apply to that framework.

All other Archive materials not formally published remain fully subject to the five (5) year confidentiality period described in Section 2.1, regardless of informal dissemination or derivative discussion. Partial disclosure or citation does not constitute formal publication for the purposes of lifting confidentiality.

3. Brisart Format Usage

3.1 Definition

The “Brisart Format” refers to the proprietary structural template authored by Jason Brisart for organizing, sequencing, and formatting theoretical manuscripts. It includes the standard section sequence, formatting logic, placeholder schema, and versioning conventions unique to the Archive.

3.2 Permitted Use

The Licensee is granted a limited, non-transferable, non-sublicensable right to utilize the Brisart Format internally for research purposes initiated during the Term. This includes formatting derivative academic work or internal documents inspired by Archive content, provided such use remains non-commercial and internal to the Licensee.

Upon expiration or termination of this Agreement:

- Licensee must cease all new uses of the Brisart Format in any academic, institutional, or collaborative setting;
- Projects initiated during the Term may continue under the post-termination conditions outlined in Section 7.4;
- The Brisart Format may not be repurposed, adapted, or reformatted for public release or for incorporation into alternative templates.

3.3 Prohibited Uses

Licensee shall not:

- Claim authorship or co-authorship of the Brisart Format;
- Publish, distribute, or post the Format as a standalone structure or guide;
- Adapt the Format into derivative templates, toolkits, or formatting engines for dissemination;
- Use the Format in commercial products or educational programs without separate written approval.

4. Attribution and Citation

4.1 Required Attribution

All academic publications, presentations, or derivative research outputs that draw upon or are informed by the Brisart Research Archive must include the following acknowledgment in the main text, footnotes, or acknowledgments section:

“This research utilized theoretical materials licensed from the Brisart Research Archive, authored by Jason Brisart.” Failure to include this attribution may constitute grounds for termination under Section 7.3.

4.2 Citation Format

Any direct citation of a specific framework from the Archive must adhere to standard academic citation formats (e.g., APA, MLA, Chicago).

Recommended APA citation format:

Brisart, J. (2025). The Temporal Feedback Loop (TFL): A Recursive Model of Emotionally Modulated Simulation (Version 4.2). Zenodo. <https://doi.org/10.5281/zenodo.15725217>

Where applicable, citations must reflect the most current version used by the Licensee during research.

4.3 Data Attribution (Custom Frameworks)

For custom frameworks created using Licensee-submitted data under Section 5.4, all publications must additionally include:

“This framework was created by Jason Brisart using research data provided by [Licensee Institution] and is licensed through the Brisart Research Archive.”

5. Research Use and Collaboration

5.1 Permitted Research Activities

The Licensee may use the Archive for the following internal, non-commercial academic research activities:

- Hypothesis generation;
- Theoretical or computational modeling;
- Experimental design or validation;
- Academic article or thesis development (subject to Section 2);
- Comparative analysis with existing models;
- Conference presentations or lectures (subject to confidentiality terms).

All use must be performed by Authorized Researchers as defined in Section 1.2.

5.2 External Academic Collaboration

The Licensee may engage in academic collaboration with third-party institutions provided that:

- The collaboration is strictly non-commercial in nature;
- All external collaborators are bound by confidentiality obligations at least as protective as those in this Agreement (e.g., NDAs or institutional policies);
- No Archive materials are shared outside the Licensee’s institution, except where:
 - The collaborator accesses only specific framework(s) the Licensee is actively working with;
 - The collaborator agrees not to reproduce, share, or redistribute Archive materials; and
 - No additional frameworks are disclosed without separate licensing.

Responsibility:

The Licensee shall be fully responsible for any breach caused by its collaborators and agrees to enforce internal safeguards to prevent unauthorized dissemination.

5.3 Prohibited Activities

Unless otherwise authorized in writing by the Licensor, the Licensee shall not:

- Share or sublicense Archive materials beyond its institution;
- Post, upload, or transmit any portion of the Archive on public repositories, websites, or cloud platforms;
- Use the Archive in whole or in part for any commercial, governmental, military, or industry-sponsored application;
- Modify or repackage the Brisart Format for external publication or reuse;
- Extract symbolic or structural components of frameworks for non-attributed derivative work.

5.4 Custom Framework Development

The Licensee may voluntarily provide research data, experimental findings, or other non-public materials (“Submitted Data”) to the Licensor to request a custom framework. If the Licensor accepts, the following terms apply:

- **Sole Ownership:**
The resulting framework, including its structure, language, symbols, and derivatives, remains solely owned by the Licensor. Data origin does not affect ownership.
- **Leaseback Rights:**
The Licensee receives a non-exclusive, non-transferable academic license for internal use during the Term. Continued access requires renewal.
- **No Authorship Rights:**
Submission of data does not grant the Licensee any authorship, co-authorship, derivative rights, or joint ownership over the resulting framework.
- **Attribution Requirement:**
Publications must include:
“This framework was created by Jason Brisart using research data provided by [Licensee Institution] and is licensed through the Brisart Research Archive.”
- **Use Restrictions:**
The custom framework may not be sublicensed, sold, or publicly distributed without written permission from the Licensor.
- **Future Derivative Works:**
The Licensor may incorporate the framework into future models, public releases, or Archive additions. The Licensee has no claim to such future use.
- **Independent Follow-ups:**
If the Licensor develops future frameworks based on, inspired by, or structurally extending the custom framework, such works are considered wholly independent and remain solely owned by the Licensor.
- **Discretionary Development:**
The Licensor reserves full discretion to accept, reject, or delay development based on Submitted Data. Submission does not guarantee delivery.
- **Data Rights and Indemnity:**
The Licensee warrants it holds lawful rights to submit all data and agrees to indemnify the Licensor against any claims or liabilities resulting from improper data submission.

6. Payment and Delivery

6.1 License Fee

The Licensee agrees to pay a one-time licensing fee of \$50,000 USD per institution. Payment shall be made via:

- Bank wire transfer; or
- Institutional check (payable to Jason Brisart).

The Licensor will provide payment instructions upon signing. The fee is non-refundable and covers a 12-month access Term as defined in Section 7.1.

6.2 Delivery of Materials

Upon confirmation that payment has cleared into the Licensor's account:

- All frameworks available as of the Effective Date will be delivered within two (2) business days via secure file transfer (e.g., encrypted email, private cloud folder, or institutional upload portal).
- Any additional frameworks finalized during the Term will be delivered incrementally as they become available.

All delivery methods shall be determined by the Licensor in a commercially reasonable manner.

6.3 Delivery Confirmation

The Licensee must confirm receipt of materials within five (5) business days of delivery. If no confirmation is received, materials shall be deemed delivered and accessible.

6.4 No Support or Consultation Clause

This Agreement includes no obligation for:

- Ongoing support;
- Troubleshooting;
- In-depth consultation;
- Technical assistance; or
- Training sessions.

The Licensor may choose to respond to brief technical inquiries or urgent access issues but is under no obligation to do so. Access issues will be addressed within 5 to 10 business days where feasible.

6.5 Optional Support Addendum (If Offered)

If the Licensor offers a separate support package (e.g., training, onboarding, or Q&A sessions), it must be executed under a separate agreement and is not included under this license.

7. Term and Termination

7.1 Term

This Agreement shall remain in effect for twelve (12) months from the Effective Date, unless terminated earlier in accordance with the provisions of this Section.

7.2 Termination by Licensee

The Licensee may terminate this Agreement at any time by providing thirty (30) days' written notice to the Licensor.

- No refunds shall be issued under any circumstances, including early termination or underutilization of the Archive.

7.3 Termination by Licensor

The Licensor may terminate this Agreement immediately upon:

- Material breach by the Licensee;
- Unauthorized use or disclosure of Archive materials;
- Misattribution or violation of Section 2 (Confidentiality and Restrictions).

Termination shall be effective upon written notice to the Licensee.

7.4 Rights Upon Termination

Upon expiration or termination of this Agreement:

- The Licensee may continue to use previously delivered Archive materials solely for non-commercial, internal academic research purposes;
- The Licensee shall cease using the Brisart Format for any new projects not initiated during the Term;
- Access to any undelivered or future updates shall be revoked;
- The confidentiality obligations in Section 2 shall survive for five (5) years after delivery of each framework.

7.5 Renewal and Price Adjustment

Renewal is not automatic and is subject to the Licensor's sole discretion.

If renewal is offered:

- The licensing fee may be adjusted;
- Terms may be revised;
- A new agreement may be issued in full or as an amendment;
- No provision from this Agreement shall carry over unless reaffirmed in writing by the Licensor.

8. Legal Terms

8.1 Ownership and Intellectual Property

All intellectual property rights in the Archive, the Brisart Format, and any custom frameworks developed by the Licensor remain exclusively owned by the Licensor.

Nothing in this Agreement shall be construed as transferring, assigning, or granting joint ownership of any rights to the Licensee, except for the limited license granted in Section 1.3.

8.2 Indemnification by Licensor

The Licensor agrees to indemnify, defend, and hold harmless the Licensee against third-party claims alleging that the Licensee's authorized use of Archive materials infringes upon intellectual property rights, provided that:

- The Licensee promptly notifies the Licensor in writing of the claim;
- The Licensee allows the Licensor sole control over defense and settlement;
- The Licensee reasonably cooperates in the defense.

This indemnity does not apply to:

- Unauthorized or improper use of the Archive;
- Modifications made by the Licensee or third parties;
- Use in violation of this Agreement.

8.3 Indemnification by Licensee

The Licensee agrees to indemnify and hold harmless the Licensor against any third-party claims, legal actions, or damages arising from:

- Submission of data or materials without proper rights (including under Section 5.4);
- Breach of confidentiality or misuse of Archive materials;
- Misrepresentation, redistribution, or unauthorized publication.

8.4 Disclaimer of Warranty

The Archive, the Brisart Format, and any custom frameworks are provided "as is", without warranty of any kind, express or implied.

This includes but is not limited to:

- Warranties of accuracy, completeness, or reproducibility;
- Warranties of fitness for a particular purpose;
- Guarantees of scientific validity or future performance.

8.5 Limitation of Liability

To the fullest extent permitted by law:

- The total cumulative liability of the Licensor shall not exceed the total amount paid by the Licensee under this Agreement;
- The Licensor shall not be liable for indirect, incidental, special, consequential, or exemplary damages — including loss of profits, data, or goodwill — even if advised of the possibility.

8.6 Governing Law

This Agreement shall be governed by the laws of the State of Connecticut.

If the Licensee is located outside Connecticut and requests a neutral venue, the parties may mutually agree in writing to substitute New York or Delaware as the governing jurisdiction.

8.7 Dispute Resolution

If any dispute arises out of this Agreement:

- The parties agree to attempt to resolve it through good-faith negotiation;
- If unresolved within thirty (30) days, the dispute shall be submitted to binding arbitration administered by a mutually agreed-upon arbitrator;
- The arbitration shall be held in Connecticut, New York, or Delaware;
- Each party shall bear its own legal costs unless otherwise ordered.

8.8 Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous discussions or writings.

No amendment or waiver shall be valid unless in writing and signed by both parties.

8.9 No Waiver

Failure to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision, nor shall any waiver be deemed continuing unless expressly stated in writing.

9. Notices

9.1 Method of Delivery

All legal, administrative, or formal notices under this Agreement shall be delivered in writing via one of the following methods:

- Certified mail with return receipt requested;
- Nationally recognized courier service (e.g., FedEx, UPS);
- Electronic mail (with confirmation of receipt from the recipient).

9.2 Deemed Receipt

Notices are deemed effective:

- Upon confirmed delivery via courier or certified mail; or
- Within three (3) business days of dispatch, unless actual receipt is earlier; or
- Immediately upon electronic acknowledgment from the recipient if sent by email.

9.3 Designated Contacts

Each party shall designate in writing its authorized notice recipient and address at the time of execution. Either party may update its contact information with written notice to the other.

10. Assignment

10.1 No Assignment by Licensee

The Licensee may not assign, delegate, or transfer this Agreement — or any rights or obligations under it — without the prior written consent of the Licensor.

Any attempted assignment without such consent is void and unenforceable.

10.2 Permitted Assignment by Licensor

The Licensor may assign this Agreement in whole or in part to a successor entity in the event of:

- A corporate reorganization;
- Acquisition or merger;
- Transfer of the Brisart Research Archive or its associated IP.

Such assignment shall not affect the terms, obligations, or rights of the Licensee under this Agreement.

11. Signatures

This Agreement is entered into and effective as of the date signed by both parties below. The parties affirm they have the authority to bind their respective institutions and agree to the terms set forth herein.

Licensor:

Jason Brisart

Title:

Creator and Owner, Brisart Research Archive

Signature:

Date:

Licensee (Institution):

Institution Name:

Authorized Representative (Printed Name):

Title:

Signature:

Date:
