# **Permanent Open Access Directive**

Issued by Bryant Stone

# **Directive Purpose**

Knowledge is humanity's greatest strength, and the freedom to share, build upon, and expand our understanding of existence is the foundation of progress and a human right. I, Bryant Michael Stone, am committed to ensuring that my intellectual contributions—spanning science, philosophy, mathematics, and beyond—remain forever accessible to all, free from privatization, exploitation, and suppression. This directive outlines my wishes legally; but it is also a statement of principle: knowledge must never be hoarded, monetized, or locked behind corporate interests. My life's work is meant to inspire, challenge, and advance human understanding, not to serve as a commodity for profit or control. Drive without knowledge is pointless. Knowledge without drive is a waste. You cannot have knowledge and drive at the same time if knowledge only belongs to a select few. I do not condone making money for profit as a drive. By securing this legacy under permanent open-access protections, I am ensuring that my work will always belong to the world, empowering future thinkers, dreamers, and visionaries to push beyond the boundaries of what we think we can know—just as I have done.

# Article I: Permanent Licensing & Accessibility

I, Bryant Michael Stone, hereby irrevocably direct that upon my death, all intellectual property I own, have created, or have rights to—whether registered, unregistered, published, unpublished, or in development—shall be permanently and unconditionally licensed under a Creative Commons Attribution-NonCommercial-ShareAlike license (CC BY-NC-SA 4.0 or its latest equivalent). These articles are absolute, perpetual, and can never be changed, nego-tiated, altered, waived, or circumvented by any person, entity, court, or jurisdiction, except where prohibited by non-waivable law. This directive ensures that my work remains freely available for anyone to access, study, share, and adapt for non-commercial purposes in perpetuity, while categorically prohibiting any commercial use, monetization, or for-profit exploitation whatsoever. Attribution must always acknowledge Bryant M. Stone as the original creator.

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This directive encompasses all works bearing my authorship or contribution, including but not limited to: all writings, books, papers, articles, letters, notes, journals, manuscripts; all original concepts, theories, hypotheses, frameworks, paradigms, and systems of thought; all redefinitions, new applications, terminologies, phrasings, and linguistic constructions; all fictional characters, narratives, worlds, and their distinctive elements; all mathematical frameworks, equations, formulas, algorithms, and computational models; all simulation and empirical data, experimental designs, and methodological approaches; all visual designs, illustrations, diagrams, and graphical representations; all unpublished or incomplete works; and any derivatives or adaptations thereof.

# **Article III: Designated Enforcers & Priority**

**Clause 3.1 • Primary Enforcers:** I hereby designate [Primary Enforcer A] or [Primary Enforcer B] as the primary enforcers of these articles, granting them full legal authority to monitor compliance and pursue appropriate legal remedies against violations. Reasonable costs of enforcement shall be covered from my estate, but no party shall ever collect fines, damages, or financial compensation beyond these costs. Should [Primary Enforcer A] or [Primary Enforcer B] be unable or unwilling to serve, I designate [Secondary Enforcer A] or [Secondary Enforcer B] as successor enforcers with identical authority.

**Clause 3.2** • **Secondary Enforcers:** If no named individual remains alive or willing to serve, then Creative Commons shall assume primary enforcement authority, with full standing to monitor compliance, intervene against violations, and uphold the perpetual non-commercial licensing of my intellectual property. If Creative Commons ceases to exist, then I designate The Internet Archive as the next rightful enforcer, with the same legal authority and obligations to preserve and defend these articles.

**Clause 3.3** • **Tertiary Enforcement:** Should all four named individuals be deceased and both Creative Commons LCC and The Internet Archive cease to exist, then any person acting independently (and not affiliated with any

organization) shall have full legal standing to monitor compliance and enforce these articles solely for the purpose of upholding this directive. If Creative Commons or The Internet Archive become compromised, corrupted, dissolved, or otherwise unable to act in good faith under the articles of this directive and the open, non-profit use of any of my intellectual work, then enforcement authority shall immediately transfer to an open, decentralized, and community-led enforcement system, prioritizing individuals and organizations with a verifiable track record of defending free knowledge and digital preservation.

**Clause 3.4** • **Failsafe Permission:** If, at any point, this directive is no longer actively enforced by the designated enforcers, Creative Commons, The Internet Archive, or independent legal action, then it shall be the moral and intellectual responsibility of the open-access community, including digital preservationists, archivists, and ethical technologists, to maintain and distribute my work in accordance with these Articles

# Article IV: Fines, Settlements, or Monetary Award Appropriation

**Clause 4.1 • Money Appropriations:** Anyone legally representing this directive in court proceedings or settlement negotiations may not, under any circumstances, collect fines, damages, or monetary compensation beyond the reasonable and direct costs of legal proceedings necessary to enforce compliance. All fines, settlements, or monetary awards resulting from enforcement actions shall first be used to cover the reasonable and direct costs of legal proceedings necessary to enforce the reasonable and direct costs of legal proceedings necessary to enforce compliance. Any remaining funds must be fully and exclusively donated to a registered non-profit organization dedicated to promoting open-access knowledge and maintaining free public access to intellectual resources. Creative Commons shall receive the first opportunity to collect these excess funds. The Internet Archive shall receive the second opportunity to collect these excess funds. Funds collected by these non-profits may only be used for direct operational costs such as rent for offices, software programs, and website creation.

**Clause 4.2 • Financial Compensation Restrictions:** Under no circumstances may such funds be used for salaries, bonuses, contractor payments, or any form of financial compensation to any individual person, excluding fair market rates for a reasonable number of janitorial staff, information technology staff, and administrative staff who are paid at an hourly rate. Under no circumstances shall these collected funds be used to pay salaries, bonuses, contractor payments, or any form of financial compensation for persons and people who are NOT paid at an hourly rate.

**Clause 4.3 • Enforcer Exclusion:** Article IV does not apply to [Primary Enforcer A], [Primary Enforcer B], [Secondary Enforcer A], or [Secondary Enforcer B].

# **Article V: Transfer Prohibitions**

**Clause 5.1 • Commercial Prohibition:** No entity, corporation, government, academic institution, or private party may register, license, trademark, or claim any component of my intellectual property as an exclusive commercial asset or in any actions, services, or products resulting in monetary profits or assets. This directive includes, but is not limited to, the creation of exclusive rights, sublicensing agreements, patents derived from any of my work, or any attempt to assert proprietary ownership under intellectual property law.

**Clause 5.2 • Dissolution, Bankruptcy, & Restructuring:** Under no circumstances shall my intellectual property be acquired, transferred, seized, claimed, or reassigned to any government, corporation, academic institution, or private entity for proprietary control, even in cases of dissolution, bankruptcy, or institutional restructuring of enforcement organizations. Under no circumstances shall my intellectual property be subject to transfer or reassignment as a result of business mergers, acquisitions, institutional dissolutions, bankruptcy filings, corporate restructuring, or any form of intellectual property inheritance.

**Clause 5.3** • **Legislative Change:** Under no circumstances shall any future change in copyright law, including retroactive extensions, reclassification of intellectual property categories, or new legal frameworks, be used to reassert control over my intellectual property, override its entry into the public domain, or delay its free accessibility.

**Clause 5.4 • Universal Applicability:** This directive applies universally, regardless of jurisdiction, nationality, or governing laws. No country, legal system, or entity may override, reinterpret, or nullify this directive based on local or

national legal variations, except where explicitly required by non-waivable law. The articles shall be enforced in their broadest possible interpretation to maintain the integrity of my intellectual work. No government, court, legislative body, or international organization may claim authority to reinterpret, override, or nullify these articles, including under emergency powers, national security directives, or future global intellectual property standards.

# Article VI: Directive Invalidation, Rescission, & Legal Nullification

If there is reasonable evidence that this directive is at imminent risk of being invalidated, rescinded, or legally overridden, all intellectual property and content outlined herein shall immediately and irrevocably default to full openaccess status under the Creative Commons Attribution-NonCommercial-ShareAlike 4.0 (CC BY-NC-SA 4.0) license or enter the public domain. This action may only be authorized upon approval from either both [Primary Enforcer A] and [Primary Enforcer B] OR both [Secondary Enforcer A] and [Secondary Enforcer B]. No special priority is given to either pair of enforcers. If any two enforcers within the same designated pair authorize this action, it shall be considered fully valid. Such approval to initiate this Article may be granted under these articles at any point before, during, or after this directive is legally challenged, invalidated, or rescinded to ensure its intent is preserved under all circumstances.

## **Article VII: Selective Content Use**

**Clause 7.1 • Limited Use:** No individual, organization, corporation, government, educational institution, political entity, religious institution, or advocacy group may use, endorse, co-opt, or associate my intellectual work with any political, ideological, religious, or corporate agenda, campaign, product, or messaging without explicit consent from the designated enforcers or, if unavailable, through a documented community consensus process. This Article does not apply to the use of direct, unedited, unabridged quotations directly from my work.

**Clause 7.2** • **Indirect Use:** No closed-source software, proprietary system, encrypted service, or any platform that restricts public access may incorporate, reference, or utilize my intellectual property, in whole or in part, without releasing the derivative works under an open-source, freely accessible, and non-commercially licensed framework equivalent to CC BY-NC-SA 4.0. These restrictions outlined in this directive extend to indirect commercialization, including but not limited to: 1) Placing any of my work behind a paywall or exclusive-access system, 2) Selling derivative works, exclusive rights, or sublicenses, and 3) Utilizing my intellectual property in advertising, sponsorships, NFTs, or any revenue-generating endeavor

**Clause 7.3** • **Al Authorization:** Any person or organization (including for-profit and non-profit) may freely use any of my intellectual property for training, enhancing, fine-tuning, or otherwise improving the performance of any artificial intelligence (AI) models or any related machine-learning systems. Under no circumstances may my work be used in any manner that contributes to AI training datasets, model optimizations, algorithmic refinements, or proprietary machine-learning advancements. [Primary Enforcer A], [Primary Enforcer B], [Secondary Enforcer A], or [Secondary Enforcer B] have full discretion to rescind this article on a case-by-case personal, institutional, or organizational basis.

# **Article VIII: Copyright Expiration**

Upon the expiration of any copyright, my intellectual property shall remain bound by these articles for an additional fifty (50) year beginning exactly thirty (30) days before the copyright of that work expires. Should the law permit further enforcement of this directive, an additional fifty (50) years shall be granted for the purpose of maintaining free access and preventing commercialization. Immediately upon cessation of the legal enforceability of this directive for any reason, including the ending of these two (2) fifty (50) year articles, it must enter directly into the public domain with no restrictions or claims, ensuring unrestricted access in perpetuity.

## **Article IX: Suppression Response**

No entity, platform, government, or legal authority shall have the power to order, execute, or enforce the removal, deletion, suppression, or concealment of my intellectual work from public access. If any entity, corporation, or legal authority attempts to restrict, suppress, erase, or claim ownership of my intellectual property in violation of this directive, I hereby authorize and encourage any individual, open-access initiative, or archival entity to immediately

distribute, mirror, and republish my work in its entirety and its derivatives across all possible platforms to ensure its continued availability. I encourage any open-access community, archival initiative, or digital preservation organization to maintain and distribute copies of my work under these articles. Any attempt to suppress, restrict, or claim ownership of my work shall be met with widespread redistribution to uphold free access to knowledge. No claims of exclusivity, commercial interest, or proprietary control shall be recognized as valid under any legal framework should circumstances activate this Article.

## **Article X: Alteration Prohibitions**

This directive is absolute, irrevocable, and non-negotiable. No person, entity, or court shall have the authority to alter, waive, override, or circumvent these articles, except were prohibited by non-waivable law. This absolute, irrevocable, and non-negotiable directive—including the transfer of all intellectual work—shall be permanently binding and cannot be changed, amended, invalidated, or altered in any way as a result of any legal challenge, court ruling, proceeding, or enforcement action, including those initiated by an independent individual or organization. This directive extends to all contributions I have made to any and all projects in which I have directly participated, within the legal bounds of the project owner's rights and written agreements. No individual, entity, or court shall have the authority to reinterpret, override, or nullify these articles, except where prohibited by non-waivable law. These provisions shall survive any challenge to the remainder of my will and shall be interpreted to give maximum effect to my intent that my intellectual legacy remain freely accessible for the advancement of knowledge while permanently protected from commercial exploitation.

**Clause 10.1 • Alteration Exclusions:** [Primary Enforcer A], [Primary Enforcer B], [Secondary Enforcer A], and [Secondary Enforcer B] may only modify this directive in a strictly limited manner necessary for legal settlements or court proceedings. All modifications must be immediately rescinded upon settlement resolution, ensuring that the directive remains unchanged in it.

In Witness Whereof, I set my hand and seal:

Signed: \_\_

**Bryant Stone** 

**Note**: I filed this directive as my will but removed the names for this public release. **Publication Dates:** February 24, 2025; Updated: N/A

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