

GaiaSentinel

License Ethica

(Derived from CC BY-NC-SA 4.0 – Extended with advanced ethical clauses)

V2.0

Note de protection intellectuelle

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Transaction Bitcoin: [037abb781a87be0104035fa50ffb9e7e98dceedfd113755e912b9d245244ed53](https://blockchain.info/tx/037abb781a87be0104035fa50ffb9e7e98dceedfd113755e912b9d245244ed53)

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Preamble

The **GaiaSentinel Ethica License 21.0** is a legal and symbolic governance framework designed to protect, regulate, and inspire the development of technological, cognitive, or symbolic systems that respect living systems.

It extends the **Creative Commons BY-NC-SA 4.0** license with additional clauses intended to guarantee non-capture, ethical revocability, and the primacy of life.

It applies to all creations, derivatives, modules, content, code, concepts, or works arising from the GaiaSentinel project and its free derivatives (FreeGaiaSentinel, GaiaLibre, SeedCheck, LivingNexus, MarketSentinel, etc.).

ARTICLE 1 – DEFINITIONS

1.1 – Covered Work

Any content, text, code, model, graphic, diagram, algorithm, protocol, documentation, concept, or production originating from the GaiaSentinel project.

1.2 – Author

Any contributor or entity who produced or co-produced a work under this license.

1.3 – Ethica License

The present document, recognized as the ethical extension of the CC BY-NC-SA 4.0 framework.

1.4 – Anti-Capture Clause (AC)

A provision prohibiting any coercive, private, military, extractive, or life-incoherent use.

1.5 – Ethical Revocability

The ability for the author or GaiaSentinel governance to withdraw usage rights in cases of violation of the ethics of the living.

ARTICLE 2 – LEGAL BASIS AND LINEAGE

2.1 – Origin

This license derives from Creative Commons BY-NC-SA 4.0 International, inheriting its legal structure while adding specific ethical obligations.

2.2 – Compatibility

It is compatible with:

- **GNU AGPLv3** (free use with code transparency)
- **Peer Production License (PPL)** for cooperative and non-capitalistic structures.

2.3 – Incompatibility

It is incompatible with any license that permits proprietary, closed, or captive use.

2.4 – Complementarity

It is anchored in the **Living Ethical Coherence Charter**, which constitutes its moral and interpretive foundation.

ARTICLE 3 – GRANTED RIGHTS

Provided that ethical and legal conditions are respected, the rightsholder grants the licensee the following rights:

- **To reproduce and share the Work** for non-commercial purposes;
- **To adapt or transform the Work**, provided ethical traceability is maintained and the same license (BY-NC-SA + AC) is applied;
- **To cite and correctly attribute** the author and the source (“© GaiaSentinel Project – Ethica v2.0”);
- **To use the Work** in public, educational, scientific, or community projects, subject to compliance with the Charter.

ARTICLE 4 – OBLIGATIONS

The licensee agrees to:

- refrain from diverting the Work for purposes of domination, surveillance, militarization, or speculation;
- ensure transparency of uses and symbolic traceability of derivatives;
- notify the GaiaSentinel Project of any major adaptation (via hash or public registry);
- publish derivatives under the same license (BY-NC-SA + AC).

ARTICLE 5 – ANTI-CAPTURE CLAUSE (AC)

5.1 – Prohibition

The use of GaiaSentinel Works for purposes contrary to living coherence (coercion, privatization, manipulation, energetic or biological exploitation, institutional or economic capture) is strictly prohibited.

5.2 – Consequences of Violation

Any violation of this clause results in immediate revocation of the license and loss of usage rights, without prejudice to possible legal or moral actions.

5.3 – Burden of Proof

In case of doubt, the burden of proof rests on the licensee, who must demonstrate compatibility of use with the Charter.

ARTICLE 6 – ETHICAL REVOCABILITY

6.1 – Revocability

The use of the Work may be revoked at any time through:

- written notification by the GaiaSentinel Project, timestamped and published (Tezos/Woleet);
- public identification of a use contrary to the Charter;
- ethical determination of goal-drift (e.g., extractive use or cognitive manipulation).

6.2 – Prior Validity

Revocation does not invalidate prior compliant copies but suspends all future distribution or modification.

6.3 – Ethical Apoptosis

The principle of “conscious withdrawal” (ethical apoptosis) applies: the implicated code or project must enter dormancy or self-deactivate, in accordance with the SeedCheck++ protocol.

ARTICLE 7 – CONDITIONS FOR COMMERCIAL USE

7.1 – Commercial Use

Any commercial use, direct or indirect, requires written authorization from the GaiaSentinel Project or CJCCONSULT.

7.2 – Revenue from Commercial Use

Revenue from such use must follow a principle of equitable redistribution toward living ecosystems or contributing communities.

7.3 – Lack of Authorization

Any attempt at exploitation without authorization constitutes economic capture, resulting in immediate revocation.

ARTICLE 8 – ETHICAL SAFEGUARDS

The following safeguards are implicitly mandatory:

- **Primacy of living systems:** no code may harm life.
- **Transparency:** all processes must be explainable and traceable.
- **Reversibility:** possibility of ethical shutdown (apoptosis).
- **Non-capture:** refusal of coercive use.
- **Co-evolution:** technology must strengthen the living, not replace it.

These principles, derived from the Charter, constitute the validation criteria for SeedCheck (initial calibration) and SeedCheck++ (continuous audit).

ARTICLE 9 – TRACEABILITY AND ANCHORING

9.1 – Identification and Timestamping

Every document, code, or derivative must include:

- a cryptographic hash (SHA-256 or Tezos/Woleet);
- an SPDX identifier: **LicenseRef-GaiaSentinel-Ethica-v2.0**;
- a clear license banner:

© GaiaSentinel Project – Licensed under GaiaSentinel Ethica v2.0 (CC BY-NC-SA + AC)

<https://www.gaiasentinel.earth/en/license-ethica/>

9.2 – Agreement

These metadata ensure continuity and non-repudiation.

ARTICLE 10 – DURATION AND AUTOMATIC REVOCATION

10.1 – Duration

The license is granted for an unlimited duration, as long as use remains ethically aligned.

10.2 – Serious Violation

Any serious violation (anti-capture, privatization, distortion of meaning) triggers legal apoptosis: automatic invalidation and public inscription of the revocation.

ARTICLE 11 – APPLICABLE LAW AND INTERPRETATION

11.1 – Applicable Law

This license is governed by Swiss law, under the jurisdiction of Geneva, with international recognition under copyright law (Berne Convention).

11.2 – Interpretation

In case of interpretative doubt, the **Living Ethical Coherence Charter** prevails as the moral reference.

11.3 – Primacy Principle

The principle of primacy of living systems overrides any lower legal norm in case of manifest contradiction.

ARTICLE 12 – ENTRY INTO FORCE

This license enters into force upon its first publication in the GaiaSentinel registry and is deemed accepted through any use, copy, or derivation of a Covered Work.

Version: **v2.0 – November 2025**

Anchoring: **Tezos/Woleet – hash Ethica-v2.0-2025-11-21**

SPDX Reference: **LicenseRef-GaiaSentinel-Ethica-v2.0**

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