

# COVID-19 PUBLIC LICENSE COMMITMENT VERSION 0.2

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Whereas COVID-19 is a global pandemic; and Whereas immediate, widespread, and accurate testing for COVID-19 is critical to slowing and containing the spread of the disease,

The undersigned make the following commitment:

We will not assert any patent, trade secret, regulatory exclusivity, or other legal right at any time against any entity that engages in COVID-19 testing or research during a period of six months or until the WHO declares the pandemic at an end, whichever is later.

We will not seek injunctive or regulatory relief to prevent any entity from engaging in COVID-19 testing, research, product development, or deployment. We will seek only a reasonable royalty from any entity that engages in testing, research, product development, or commercialization exclusively related to COVID-19 during a period of six months or until the WHO declares the pandemic at an end, whichever is later. This commitment is conditioned on any commercial entity making a similar commitment in return, for example by signing this commitment.

To the best of our abilities consistent with our own research and testing, we will make materials and expertise available to entities that commit to use those materials, and expertise exclusively for COVID-19 testing, research, product development or treatment. We will charge a reasonable price for use of those materials and expertise. We will commit to negotiate a license in good faith with any entity that commits to make such use and to agree on a reasonable royalty, but we will make materials and expertise available during the pendency of any license negotiation. In the event the parties fail to reach agreement on terms, we commit to let a court or arbitrator decide what fee is reasonable for the materials and expertise we provided.

Nothing in this commitment grants a license to use our trademarks beyond accurately representing the source of any materials.

We make no warranties about the accuracy, quality, or fitness of the materials we provide, and accept no responsibility for the use of our materials or expertise by others.

