EMERGENCY COVID-19 TECHNOLOGY PLEDGE & LICENSE

PREAMBLE

The ongoing COVID-19 pandemic is an unprecedented challenge to public health worldwide. Mitigating the spread of the SARS-CoV-2 virus and developing treatments for the illness it causes are critical global priorities. Doing so as efficiently and effectively as possible is a moral imperative.

Under normal circumstances, the patent and copyright regimes play an important role in incentivizing biomedical innovation. But in the present crisis, the risk of infringement liability may chill or slow the investments in research and the process of scientific discovery needed to end this pandemic with minimal loss of life and social and economic disruption.

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The purpose of this initiative is to facilitate the development and deployment of life-saving, public-health-improving tools during this crisis. Once the crisis is over, the license granted herein will lapse prospectively, and continued use of such tools will require a negotiated patent license. For the avoidance of doubt, irrespective of the enforceability of the license granted herein, the undersigned institution pledges not to enforce any patent or copyright rights in a manner inconsistent with the spirit and intent of this Pledge & License.

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