

HIPPOCRATIC LICENSE
Version 3.0, September 2021

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- 1.8. “Worker” is defined to include any and all permanent, temporary, and agency workers, as well as piece-rate, salaried, hourly paid, legal young (minors), part-time, night, and migrant workers.

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- 3.1. The Licensee SHALL NOT, whether directly or indirectly, through agents or assigns:
 - 3.1.1. Infringe upon any person's right to life or security of person, engage in extrajudicial killings, or commit murder, without lawful cause (*See Article 3, United Nations Universal Declaration of Human Rights; Article 6, International Covenant on Civil and Political Rights*)
 - 3.1.2. Hold any person in slavery, servitude, or forced labor (*See Article 4, United Nations Universal Declaration of Human Rights; Article 8, International Covenant on Civil and Political Rights*);
 - 3.1.3. Contribute to the institution of slavery, slave trading, forced labor, or unlawful child labor (*See Article 4, United Nations Universal Declaration of Human Rights; Article 8, International Covenant on Civil and Political Rights*);
 - 3.1.4. Torture or subject any person to cruel, inhumane, or degrading treatment or punishment (*See Article 5, United Nations Universal Declaration of Human Rights; Article 7, International Covenant on Civil and Political Rights*);
 - 3.1.5. Discriminate on the basis of sex, gender, sexual orientation, race, ethnicity, nationality, religion, caste, age, medical disability or impairment, and/or

any other like circumstances (*See Article 7, United Nations Universal Declaration of Human Rights*; Article 2, *International Covenant on Economic, Social and Cultural Rights*; Article 26, *International Covenant on Civil and Political Rights*);

- 3.1.6. Prevent any person from exercising his/her/their right to seek an effective remedy by a competent court or national tribunal (including domestic judicial systems, international courts, arbitration bodies, and other adjudicating bodies) for actions violating the fundamental rights granted to him/her/them by applicable constitutions, applicable laws, or by this License (*See Article 8, United Nations Universal Declaration of Human Rights*; Articles 9 and 14, *International Covenant on Civil and Political Rights*);
- 3.1.7. Subject any person to arbitrary arrest, detention, or exile (*See Article 9, United Nations Universal Declaration of Human Rights*; Article 9, *International Covenant on Civil and Political Rights*);
- 3.1.8. Subject any person to arbitrary interference with a person's privacy, family, home, or correspondence without the express written consent of the person (*See Article 12, United Nations Universal Declaration of Human Rights*; Article 17, *International Covenant on Civil and Political Rights*);
- 3.1.9. Arbitrarily deprive any person of his/her/their property (*See Article 17, United Nations Universal Declaration of Human Rights*);
- 3.1.10. Forcibly remove indigenous peoples from their lands or territories or take any action with the aim or effect of dispossessing indigenous peoples from their lands, territories, or resources, including without limitation the intellectual property or traditional knowledge of indigenous peoples, without the free, prior, and informed consent of indigenous peoples concerned (*See Articles 8 and 10, United Nations Declaration on the Rights of Indigenous Peoples*).
- 3.1.11. Interfere with Workers' free exercise of the right to organize and associate (*See Article 20, United Nations Universal Declaration of Human Rights*; C087 - Freedom of Association and Protection of the Right to Organise Convention, 1948 (No. 87), International Labour Organization; Article 8, International Covenant on Economic, Social and Cultural Rights); and
- 3.1.12. Harm the environment in a manner inconsistent with local, state, national, or international law.

3.2. The Licensee SHALL:

3.2.1. Provide equal pay for equal work where the performance of such work requires equal skill, effort, and responsibility, and which are performed under similar working conditions, except where such payment is made pursuant to:

3.2.1.1. A seniority system;

3.2.1.2. A merit system;

3.2.1.3. A system which measures earnings by quantity or quality of production; or

3.2.1.4. A differential based on any other factor other than sex, gender, sexual orientation, race, ethnicity, nationality, religion, caste, age, medical disability or impairment, and/or any other like circumstances

(See 29 U.S.C.A. § 206(d)(1); Article 23, United Nations Universal Declaration of Human Rights; Article 7, International Covenant on Economic, Social and Cultural Rights; Article 26, International Covenant on Civil and Political Rights); and

3.2.2. Allow for reasonable limitation of working hours and periodic holidays with pay *(See Article 24, United Nations Universal Declaration of Human Rights; Article 7, International Covenant on Economic, Social and Cultural Rights).*

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This section identifies additional individuals or entities that a Licensee could harm as a result of violating the Ethical Standards section, the condition that the Licensee must voluntarily accept a Duty of Care for those individuals or entities, and the right to a private right of action that those individuals or entities possess as a result of violations of the Ethical Standards section.

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