

COROVENT

TEMPORARY OPEN LICENCE (COVID-19 RESPONSE)

VERSION 1, IN FORCE FROM 4 APRIL 2020

1. RECITALS

- (a) Czech Technical University in Prague is a Czech public university with the main office at Jugoslávských partyzánů 1580/3, Praha 6, Czech Republic (the *Licensor*). With its Faculty of Biomedical Engineering (the *Faculty*), the Licensor is one of the world's top research centres in developing equipment for artificial pulmonary ventilation.

As a result of the research performed in the Faculty, the Licensor has developed certain knowledge and improvements, leading to a new prototype of an artificial pulmonary ventilation (the *Device*). The Device can be used in response to the needs of patients suffering from the COVID-19 pandemic. In order to support the worldwide efforts to fight the COVID-19 pandemic, the Licensor has decided to make certain information and know-how publicly available on this link: <https://ventilation.fbmi.cvut.cz/> (the *Knowledge*).

- (b) For the purpose of world-wide response to the pandemic, and in order to enable a widespread manufacturing of the Devices and their use in hospitals, clinics and any other medical centres in any country of the world, the Licensor allows non-commercial unlimited use of the Knowledge and the Device by any users under the terms of this temporary open licence (the *Open Licence*).

2. EXECUTION OF THE OPEN LICENCE

- (a) Any use of the Knowledge and the associated IP Rights (as specified in Section 3.1 below) during the term of this Open Licence is conditioned by the acceptance of and compliance with the terms described in this document.
- (b) By using the Device in any way, the user agrees to be bound by the terms of this Open Licence. If the user disagrees with any part of the Open Licence he may not use the Device, the associated Knowledge and IP rights, in any way and is encouraged to ask the Licensor for a grant of an individual licence agreement.
- (c) Any use of the Knowledge and the associated IP Rights under this Open Licence must be notified by the user to the Licensor, as follows:
- (d) Preliminary notice, including the following details:
- (i) Identity of the user and his contact details; and
 - (ii) the anticipated number of Devices to be manufactured under this Open Licence.
- (e) Follow-up notice, including the following details:
- (i) The number of Devices actually supplied;
 - (ii) The identity of the owner(s) of such Devices (the relevant health service units);

- (iii) The total amount charged for the supplied Devices, if any;
 - (iv) Break-down of the cost of individual components / services and contact details of their suppliers;
 - (v) Consent to contact the suppliers for confirmation/clarification of the supply prices.
- (f) The Preliminary notice must be delivered before the manufacturing begins. The follow-up notice must be delivered within 30 days from each shipment of Device(s).
- (g) All notices must be delivered to the following email address: corovent@fbmi.cvut.cz.

3. LICENSED INTELLECTUAL PROPERTY RIGHTS

3.1 Licensor's Rights to the IP

- (a) The Licensor owns all know-how and all intellectual property rights in connection with the Device and associated documents prepared by him or for him, which contain or otherwise express any information regarding the Device, which result from or otherwise come into existence as a result of the development of the Device, in particular any of the following rights existing in any part of the world: all patents, utility models, rights to inventions, plant variety rights, copyright and neighbouring and related rights, moral rights, rights in designs, semiconductor topography rights, trade and service marks, trade names, logos, whether registered or applications to register any of those rights; rights to apply for and be granted renewals or extensions of, and rights to claim priority from any of those rights; and any similar or equivalent rights (the *IP Rights*).
- (b) Among the IP Rights owned by the Licensor are comprised, in particular, the following rights:
- (i) Application for the EU Trademark CoroVent, No. 018217134;
 - (ii) Patent application[s] for Zpusob provádení umelé plicní ventilace a zařízení k provádení tohoto zpusobu, No. PV 2020-188.

3.2 Scope of the Open Licence

- (a) The Licensor hereby grants to any user of the Device the right to test, manufacture, distribute and modify, if necessary for the purpose of treatment of COVID-19, the Device and use of the associated Knowledge and IP Rights for the aforementioned purposes.
- (b) The Open Licence is granted:
- (i) As non-exclusive;
 - (ii) For the territory of the whole world;
 - (iii) For the period expiring on 31 May 2020;
 - (iv) As a royalty free, i.e. no licence fee, royalty, or other charge for exercise of rights granted under this Open Licence will be charged;

- (v) For limited kinds of uses as specified in Section (a) above, excluding expressly any use, which is not strictly responding to the situation of COVID-19, in particular, not for any commercial use, reverse engineering or further research and development unless it is required to respond to the COVID-19 situation.
- (c) For the avoidance of doubt, only Devices, which have been fully manufactured and assembled under this Open Licence and before its expiry may be distributed freely after its expiry and only if such distribution is made without profit.
- (d) For the avoidance of doubt, all the Licensor's IP Rights to the Device will remain with the Licensor and are not assigned or transferred by this Open Licence.

3.3 Upgrades and Improvements

- (a) For the avoidance of doubt, the Licensor may make further upgrades, reparations, alterations, improvements or variations of the Device (the **Improvements**) at its sole discretion and without any notice to the users.
- (b) This Open Licence does not imply any right to the Improvements and users.
- (c) Any user of the Knowledge and associated IP Rights under this Open License should note that this Open License does not apply to any follow-up developments of the Knowledge by third parties, which have been made by various companies for the production of the Devices. If you wish to copy their specific modifications or manufacturing solutions, you may have to obtain additional licence from such manufacturers or the suppliers of the respective components.

3.4 Users' Obligations

All users of the Device accept the following obligations:

- (i) **Attribution:** provide an appropriate credit to the Licensor when using the Device by indicating the trademark "*CoroVent*" followed by the notice "*Based on CoroVent technology by Czech Technical University*".
- (ii) **Share alike:** any of the permitted uses must be undertaken also on a royalty free basis;
- (iii) **Sub-licence and Assignment:** grant of sub-licences or assignment of the rights arising from this Open Licence to third persons is allowed if necessary for the proper use of the Device in the treatment of COVID-19 and must be provided for free;
- (iv) **No claims:** users of the Open License will refrain from initiating or participating in any litigation (including a cross-claim or counterclaim in a lawsuit) alleging that any right is infringed or affected by the use of the Device.

4. LIABILITY

4.1 Liability of the Licensor

- (a) The Licensor declares that the Knowledge and IP Rights are provided and this Open Licence is granted "as is", without any warranty or conditions of title, non-infringement, suitability for use in the treatment of COVID-19 or any other particular use.

(b) The Licensor excludes in particular all liability involving:

- (i) Breach of third party rights;
- (ii) Design or other defects;
- (iii) Safety of the Device.

5. FINAL PROVISIONS

- (a) The Licensor reserves the right to change the terms of this Open Licence or add provisions to it unilaterally and without prior notice. Users will be notified of such alterations on the internet website of the Licensor <https://ventilation.fbmi.cvut.cz/> (alternatively accessed via <http://ventilation.cz>). Upon entry into effect of the new terms of the Open Licence, the previous terms will cease to apply, but any acquired rights will be preserved.
- (b) This Open Licence and any other statutory obligations arising from it or in relation to it are governed by the laws of the Czech Republic.
- (c) All disputes arising out of or in connection with this Open Licence will be finally settled by the courts of the Czech Republic.

Date: 4 APRIL 2020



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By: prof. Ing. Karel Roubík, Ph.D.
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By: Ing. Václav Ort
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