

New Jersey Institute of Technology (NJIT) Open COVID Pledge

NJIT OPEN COVID LICENSE 1.0

APRIL 27, 2020

New Jersey Institute of Technology (the “Pledgor”), in order to speed the development and dissemination of the technologies needed to end the COVID-19 Pandemic and mitigate the effects of the disease, grants the license described below with respect to its U.S. Provisional Patent Application No. 63/009,872 (filed April 14, 2020), titled “*3D Printable Forceps Swab for COVID-19 Testing*” (the “Licensed IP”).

Our intent in doing so is to advance the shared cause of ending the COVID-19 Pandemic, and we do so without any expectation of consideration or compensation, and with knowledge of the rights we are licensing.

1. GRANT AND SCOPE

The Pledgor grants to every person and entity that wishes to accept it, a non-exclusive, royalty-free, worldwide, fully paid-up license to fully use, practice and exploit all patent, copyright and other intellectual and industrial property rights (other than trademarks and trade secrets) that we have in the above Licensed IP, for the sole purpose of ending the “COVID-19 Pandemic” (as defined by the World Health Organization, “WHO”) and minimizing the impact of the disease, including without limitation the diagnosis, prevention, containment, and treatment of the COVID-19 Pandemic.

2. TIME LIMITATION

This license is effective as of December 1, 2019 and lasts until one (1) year after WHO declares the COVID-19 Pandemic to have ended, but in any event, not beyond January 1, 2023.

3. REGULATORY EXCLUSIVITY

The Pledgor will not assert any regulatory exclusivity against any entity for use of the Licensed IP in accordance with the license granted in Section 1, and we will not seek injunctive or regulatory relief to prevent any entity from doing so.

4. DEFENSIVE SUSPENSION

The license and non-assertion covenant granted above shall automatically be suspended, and the Pledgor shall be free to assert the Licensed IP against the licensee, if the licensee or any entity affiliated with the licensee threatens or initiates a suit or legal proceeding alleging the infringement of any patent or other intellectual property right against the Pledgor or any entity affiliated with the Pledgor with respect to any activity relating to the COVID-19 Pandemic.

5. MISCELLANEOUS

The license granted herein is "AS IS" without any warranties, express or implied. Licensee releases Pledgor from all liability arising from licensee's use of the Licensed IP. Except as expressly set forth in this license, no other rights are granted, whether by implication, estoppel, statute or otherwise. All matters related to this license are governed by the laws of the State of New Jersey, without reference to conflict-of-laws principles. All suits and other proceedings related to this license are subject to the exclusive jurisdiction of the federal and state courts located in Essex County, New Jersey.

Sincerely,

Atam P. Dhawan, PhD
Senior Vice Provost for Research