**COVID-19 NON-EXCLUSIVE, ROYALTY-FREE (NERF) LICENCE AGREEMENT**

**This Agreement** dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20[●] (the “**Commencement Date**”) is between:

1. [●] (the “**HEI**”), [an academic institution incorporated *or* established under [statute *or* charter in Ireland], whose [principal address *or* registered office] is at [●]; and
2. [**●**] [**LIMITED**][**INC**] (the “**Licensee**”), [a company incorporated in [●] under registration number [●]], whose [principal place of business *or* registered office] is at [●].

**Background:**

1. The HEI wishes to support the search for, and the development of, new technologies that may help to bring the current COVID-19 pandemic to an end. The HEI has developed the intellectual property described in the attached Schedule (the “**Intellectual Property**”), which may be useful for these purposes, and is willing to make available the Intellectual Property free of charge to organisations engaged in such research and development activities.
2. The Licensee is one such organisation currently engaged in the search for, and the development of, such new technologies and wishes to acquire a licence under the Intellectual Property for such purposes. Accordingly, the HEI is willing to grant the Licensee such a licence on the terms set out below.

**The Parties agree as follows:**

1. **Grant of rights**
	1. *Licence.* The HEI hereby grants to the Licensee, subject to the provisions of this Agreement, a worldwide, royalty-free, non-transferable, non-sublicensable, and non-exclusive licence under the Intellectual Property to carry out any act which would, but for a licence, otherwise infringe the Intellectual Property for the sole purposes of diagnosing, preventing, containing, treating and/or minimising the impact of the COVID-19 virus (as defined by the World Health Organisation). Licensee shall support patent costs, if any, pro rata with other licensees for the term of this agreement.
	2. *Reservation of rights.* Except for the licence expressly granted by Clause 1.1, the HEI reserves all its rights. As the licence granted in Clause 1.1 is non-exclusive, this Agreement places no restriction on the HEI’s activities with respect to the Intellectual Property. Without limiting the scope of the previous sentence, the HEI reserves for itself and its affiliates and other licensees the irrevocable, worldwide, and royalty-free right to use and/or otherwise carry out any act with the Intellectual Property for any and all purposes, whether commercial or non-commercial and including research, teaching, and publication.
2. **Duration and termination**
	1. *Commencement and termination by expiry.* This Agreement, and the licence granted under Clause 1.1, shall come into effect on the Commencement Date and shall continue in force until the first (1st) anniversary of the date on which the World Health Organisation declares the current COVID-19 pandemic to have ended. On such date, this Agreement, and the licence granted under Clause 1.1, shall terminate automatically and without further notice unless the HEI and Licensee agree in writing to extend the term for a further agreed period in advance.
	2. *Infringement of rights.* If any warning letter or other notice of infringement is received by the HEI or the Licensee, or if any legal suit or other action is brought against the HEI or the Licensee, alleging infringement of any third-party rights in connection with any activity carried out with the Intellectual Property, the HEI may terminate this Agreement, and the licence granted under Clause 1.1, at any time by notice in writing to the Licensee.
3. **No warranty and no liability**
	1. *No warranty.*The Licensee acknowledges that the Intellectual Property is licensed ‘as is’ and without any express or implied warranties, representations, or undertakings. Without limiting the scope of the previous sentence, the HEI does not make any representation or give any warranty, representation or undertaking: (a) as to the scope, efficacy, or usefulness of the Intellectual Property; or (b) that any of the Intellectual Property is or will be valid or existing; or (c) that the use of the Intellectual Property will not infringe any intellectual property or other rights of any other person; or (d) that the Intellectual Property is of merchantable or satisfactory quality or is fit for any particular purpose.
	2. *No other rights granted.* For the avoidance of doubt, the HEI grants the Licensee no rights to any intellectual property other than the Intellectual Property. The Licensee acknowledges that its activities with the Intellectual Property (to the extent permitted by this Agreement) may require licences to certain third-party intellectual property and that the Licensee shall be responsible for obtaining any such licences. Nothing in this Agreement shall require the HEI to provide the Licensee with any such licences or to disclose to the Licensee any information that may be relevant thereto.
	3. *No liability*.The HEI shall have no liability to the Licensee, whether in contract, tort (including negligence), or otherwise, in relation to the Intellectual Property to the maximum extent permitted by applicable law. The Licensee shall indemnify the HEI from and against any and all losses, damages, fines, penalties, liabilities, charges, and any other costs, fees and expenses of any nature whatsoever suffered or incurred by the HEI in connection with any claim, demand, proceeding, judgment, or any other action of any nature whatsoever arising out of or in connection with: (a) any use by the Licensee of the Intellectual Property or the exercise of any of the rights granted to the Licensee under this Agreement; and/or (b) any breach by the Licensee of any laws or regulations in any part of the world.
	4. *Acknowledgement.* The HEI grants the licence under Clause 1.1 to the Licensee without requiring the payment of royalties or other licence fees and, as such, the Licensee acknowledges and agrees that the provisions of Clauses 3.1, 3.2, and 3.3 are reasonable.
4. **General**
	1. *No assignment.* The Licensee shall not assign, mortgage, charge, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the HEI.
	2. *Law and jurisdiction.* This Agreement shall be governed by, and construed in accordance with, the laws of Ireland and each of the HEI and the Licensee agrees to submit to the exclusive jurisdiction of the courts of Ireland. Notwithstanding the previous sentence, before commencing any litigation, each of the HEI and the Licensee shall consider in good faith whether it would be reasonable in the circumstances for them to agree to pursue any alternative dispute resolution processes. Such alternative processes may include internal escalation procedures and/or mediation in accordance with the WIPO mediation rules. For the avoidance of doubt, however, nothing in this Agreement shall prevent or delay either the HEI or the Licensee from seeking an interim injunction.
	3. *Entire agreement.* This Agreement, including its Schedule, sets out the entire agreement between the HEI and the Licensee relating to its subject matter and supersedes all prior oral and written agreements, arrangements, and understandings between them relating thereto. Each of the HEI and the Licensee acknowledges that they are not relying on any representation, agreement, term, or condition which is not set out in this Agreement.

**Agreed by the HEI and the Licensee through their authorised signatories:**

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| For and on behalf of*[Full legal name of the HEI]*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date | For and on behalf of*[Full legal name of the Licensee]*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date |

**Schedule**

***The Intellectual Property***

[*Insert a description of each of the specific items of IP that comprise the Intellectual Property.*]