

## HUMANITARIAN LICENSE

### *Frequently Asked Questions*

*These frequently asked questions are provided as a courtesy for informational purposes. They address the Humanitarian License as written and not any other licensing or Global Access commitments You may have with the foundation. This FAQ is not exhaustive and may be updated or modified by the foundation from time to time. It does not amend or supplement the terms of any agreement with the foundation. If you have questions about the humanitarian license or these FAQs, please contact the foundation.*

#### 1. **Why is the foundation including a humanitarian license?**

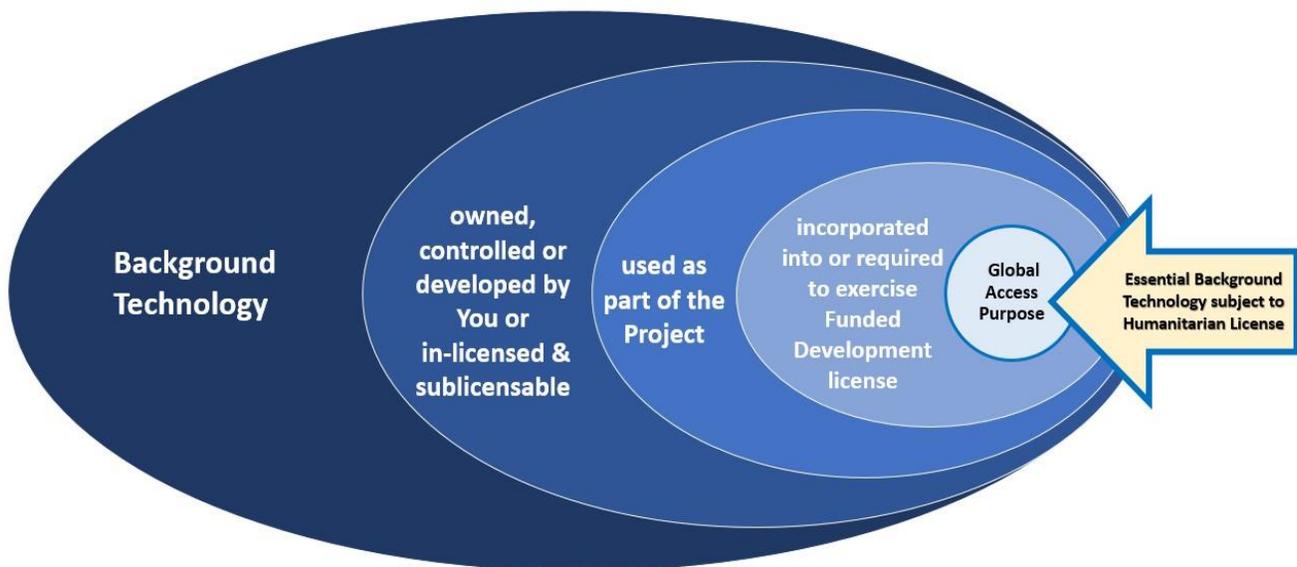
The foundation makes grants and other investments to further its charitable objectives to help people live healthier and more productive lives. We make these grants and investments where we can have the greatest impact. The humanitarian license is an important tool for ensuring that the results of our funding are available to our intended beneficiaries.

#### 2. **What are Funded Developments?**

Funded Developments are the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from any project funded by the foundation (including modifications, improvements, and further developments to Background Technology).

#### 3. **What is Essential Background Technology?**

Essential Background Technology is a subset of Background Technology that is both: (a) owned, controlled, or developed by You or in-licensed with the right to sublicense; and (b) either incorporated into a Funded Development or reasonably required to exercise the license to the Funded Developments. It is only this subset of Background Technology that is subject to the humanitarian license. Essential Background Technology is illustrated below:



**4. Does the humanitarian license prevent You from using the Funded Developments or granting licenses to others?**

No. Because the license is non-exclusive, the humanitarian license does not restrict Your use or further out-licensing of the Funded Developments for any purpose. If you transfer ownership or grant an exclusive license to the Funded Developments or Essential Background Technology, you will need to do so in a manner that does not limit the scope of the humanitarian license or limit your Global Access commitments.

**5. Is the foundation including the humanitarian license in order to profit from the Funded Developments?**

No. The foundation is not focused on commercial metrics of success, such as profitability, revenue, or monetary return on investment. Instead, we are focused on charitable impact, including ensuring that the results of the projects we fund are made available and accessible for the purpose of achieving Global Access. “Global Access” means: (a) the knowledge and information gained from the Project will be promptly and broadly disseminated; and (b) the Funded Developments will be made available and accessible at an affordable price (i) to people most in need within developing countries, or (ii) in support of the U.S. educational system and public libraries, as applicable to the Project.

**6. Does the humanitarian license prevent You from charging a royalty or fees to 3<sup>rd</sup> parties for the Funded Developments?**

No. Subject to the humanitarian license, You may monetize the Funded Developments provided you meet your Global Access commitments.

**7. May You file patents and other intellectual property rights on the Funded Developments?**

Yes. You may file and own patents and other intellectual property rights on Funded Developments. You will be expected to manage those intellectual property rights consistent with the humanitarian license and Your Global Access commitments.

**8. Does the humanitarian license give the foundation the right to file patents or other intellectual property rights on the Funded Developments?**

No. The humanitarian license does not give the foundation the rights to file for intellectual property rights on the Funded Developments. You retain these rights.

**9. Does the humanitarian license give the foundation rights to Essential Background Technology for purposes unrelated to Funded Developments?**

No. The humanitarian license is for the purpose of achieving Global Access, which requires that “the *Funded Developments* will be made available and accessible at an affordable price”. This is consistent with the definition of Essential Background Technology which only applies to Background Technology that is both (a) owned, controlled, or developed by You or in-licensed with the right to sublicense; and (b) either incorporated into a Funded Development or reasonably required to exercise the humanitarian license to the Funded Developments.

**10. Do You need to conduct a freedom-to-operate analysis on behalf of the foundation?** No. Nothing in the humanitarian license requires that you perform a freedom-to-operate analysis for

the foundation. You are, however, responsible for complying with the terms of the grant agreement and your own use and management of intellectual property rights.

**11. What if You do not have the right to sublicense 3rd party Background Technology that is incorporated into or required to use a Funded Development for Global Access purposes?**

You are required to disclose this information to the foundation in the Intellectual Property Report with specificity (identifying the details of any such barrier) as part of the grant proposal or investment proposal since this may threaten the Project's progress and success, and so the foundation and You can have an informed discussion about options for moving forward in light of the applicable facts and circumstances.

**12. What if You are legally prohibited from granting humanitarian license rights to Essential Background Technology?**

The inability to grant rights to Essential Background Technology for achieving Global Access may threaten the Project's progress and success. If this happens, You are required to promptly notify the foundation with specificity (identifying the details of any such barrier) in a written Intellectual Property Report (or an update to a previously approved Intellectual Property Report) for foundation approval. Further, you will likely be expected to find an effective substitute or use good faith diligent efforts to obtain these rights on terms that: ensure downstream partners can achieve Global Access and are reasonably acceptable to the foundation recognizing the foundation's charitable purpose.

**13. What if Global Access can best be achieved without this license or with a license of a different scope or unanticipated facts and circumstances arise after the grant is made, such as in connection with a future partnership or collaboration?**

As stated in the last sentence of the humanitarian license, the foundation recognizes that specific facts and circumstances may arise after the grant is made where further definition of the Global Access commitments and Humanitarian License could result in greater charitable impact. Similarly, unanticipated facts and circumstances may arise after the grant is made, such as in connection with a future academic, non-profit, commercial, governmental or other collaboration. In these circumstances, the foundation is willing to engage with our partners to ensure Global Access and charitable impact of the Funded Developments can be best achieved while also furthering partner objectives.

**APPENDIX A to Humanitarian License FAQ:  
Global Access Commitment and Humanitarian License Clauses**

*Standard Clause*

**GLOBAL ACCESS COMMITMENT**

You will conduct and manage the Project and the Funded Developments in a manner that ensures Global Access. Your Global Access commitments will survive the term of this Agreement. “*Funded Developments*” means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology). “*Background Technology*” means any and all products, services, processes, technologies, materials, software, data, or other innovations, and intellectual property created by You or a third party prior to or outside of the Project used as part of the Project. “*Global Access*” means: (a) the knowledge and information gained from the Project will be promptly and broadly disseminated; and (b) the Funded Developments will be made available and accessible at an affordable price (i) to people most in need within developing countries, or (ii) in support of the U.S. educational system and public libraries, as applicable to the Project.

\*\*\*\*\*

**HUMANITARIAN LICENSE**

Subject to applicable laws and for the purpose of achieving Global Access, You grant the Foundation a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid up, sublicensable license to make, use, sell, offer to sell, import, distribute, copy, create derivative works, publicly perform and display: Funded Developments and Essential Background Technology. “*Essential Background Technology*” means Background Technology that is (i) owned, controlled, or developed by You, or in-licensed with the right to sublicense; and (ii) either incorporated into a Funded Development or reasonably required to exercise the license to Funded Developments. You confirm that You have retained sufficient rights in the Funded Developments and Essential Background Technology to grant this license. You must ensure this license survives the assignment or transfer of Funded Developments or Essential Background Technology. On request, you must promptly make available the Funded Developments and Essential Background Technology to the Foundation for use solely under this license. If You demonstrate to the satisfaction of the Foundation that Global Access can best be achieved without this license, the Foundation and You will make good faith efforts to modify or terminate this license, as appropriate.