

Permissive License – Open Ventilator Files

Project Undertaking

The medical and healthcare communities in the United States and across the world currently are responding to a medical emergency involving spread of the Novel Coronavirus Disease (“COVID-19”). On January 30, 2020, the World Health Organization (“WHO”) declared the outbreak of COVID-19 a Public Health Emergency of International Concern (“PHEIC”), and, on March 11, 2020, the WHO Director General declared COVID-19 a pandemic. On March 13, 2020, President Donald J. Trump declared a National Emergency in the United States due to the COVID-19 outbreak.

As the U.S. Food and Drug Administration stated in its March 2020 ventilator guidance (“FDA Guidance”), it is necessary to maintain an adequate supply of mechanical ventilators “to support patients who develop respiratory compromise from COVID-19.” Consistent with the FDA Guidance, and in accordance with the public health and medical response of governmental agencies around the world, Medtronic is making available this package of materials to enable participants across industries to leverage their own expertise and resources to evaluate options for rapid ventilator manufacturing to help doctors and patients dealing with COVID-19.

Enclosed Materials

The enclosed materials include: (i) design and manufacturing information, documentation and user manuals about the Puritan Bennett 560 ventilator (the “PB 560 Ventilator”) (“Design Materials”) and (ii) software for the PB560 Ventilator in source code and object code form (“Software”). These terms apply to the PB560 Ventilator only and not any other projects you may work on now or in the future with Medtronic. In this license, “you” refers to the entity that has downloaded the Design Materials and Software.

Modified Permissive License

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COVID-19 Warning: This Ventilator was created for use only in response to the COVID-19 pandemic. It is provided AS IS.

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