

COVID 対策支援宣言書

我々は、新型コロナウイルス感染症のまん延防止の実現に向けた、医療の提供、感染管理、感染防止その他の感染症対策を一刻も早く進める上で、障害となる知的財産権の行使を行わない環境を整えることを目的に、一切の対価や補償を求めることなく、ここに宣言する。

1. 我々は、すべての個人および団体に対し、この宣言の日から世界保健機関（WHO）が新型コロナウイルス感染症まん延の終結宣言を行う日までの間、新型コロナウイルス感染症の診断、予防、封じ込めおよび治療をはじめとする、新型コロナウイルス感染症のまん延終結を唯一の目的とした行為について、特許権、実用新案権、意匠権、著作権（以下「知的財産権」）の権利行使を行わないⁱⁱ。
2. 本宣言は、明示または黙示を問わず、特許性、有効性及び商品性並びに知的財産権の実施等の行為が第三者の権利を侵害しないことその他一切の保証をするものではない。
3. 本宣言をなした宣言者ⁱⁱⁱに対し、知的財産の侵害警告または侵害訴訟その他の法的手続きを開始した個人および団体に対して、本宣言は適用されない。
4. 本宣言の期間終了後に、宣言者の「知的財産権」について実施許諾を希望する場合、宣言者は、実施許諾の可否および許諾条件につき別途協議に応じるものとする。
5. 宣言者が宣言の対象範囲に追加の制限を設けることを希望する場合は、本宣言書に添付する「別紙」に追加の制限を明記することができる
6. COVID 対策支援宣言書の全ての著作権は放棄され、パブリック・ドメインに提供する。

宣言者は、本宣言を証するため本宣言書に調印し、COVID 対策支援宣言事務局に提出する。

2020 年 4 月 27 日

宣言者（社名）： シャネル合同会社
（役職）： 社長
（氏名）： ギエルモ・グティエ
（署名または押印）：



別紙

- 宣言者は宣言の対象範囲に追加の制限を設けない。
 宣言者は対象範囲に追加の制限を設ける。
(追加の制限を下欄に示す)

1. 本宣言の適用範囲は日本とする。
2. 疑義を避けるため、新型コロナウイルス感染症のまん延終結を唯一の目的としない製品およびそれらに限られない商標の利用に関して宣言者が侵害警告、訴訟またはその他の法的手続きを開始した個人または事業体は、宣言者に対して本宣言を主張することを得ないことをここに確認する。

- 宣言者は宣言の期間について変更しない。
 宣言者は宣言の期間に以下の変更を加える。
(終了日を下欄に示す)

1. 宣言者は、本宣言の実行日から12ヶ月が経過した以降は1ヶ月の事前通知を条件に、本宣言を終了し、または追加の制限または追加の条件を課す権利を留保する。

- 宣言者はその他につき、下記の通り追記する。

ⁱ 商標権および営業秘密は含まない。また、本宣言につき、第三者との契約上の制限があるもの、並びに第三者に対価を支払う必要があるものについては除く。

ⁱⁱ 本宣言にかかわらず、宣言者との間に既に取り決めが存在する場合には、かかる取り決めが優先して適用されるものとする。

ⁱⁱⁱ その子会社を含む。


COVID-19 Countermeasures Declaration

In view of the global COVID-19 pandemic, we hereby declare, without seeking any compensation, that, for the purpose of establishing an environment in which the owner of intellectual property rights shall not enforce such rights in a manner that might hinder the expeditious provision of medical care, infection control, infection prevention and other countermeasures to prevent the spread of COVID-19:

1. The declarer will not assert any patent, utility model, design or copyright (hereinafter referred to as the "Intellectual Property Rights^{#1}") against any individual or other entity during the period starting with the date of this Declaration and ending on the date on which the World Health Organization (WHO) declares that the COVID-19 outbreak no longer constitutes a Public Health Emergency of International Concern, with respect to the activities whose sole purpose is stopping the spread of COVID-19, such as diagnosis, prevention, containment and treatment of COVID-19^{#2}.
2. This Declaration shall not be construed as a warranty, express or implied, of patentability, validity or merchantability, or that any third party's rights would not be infringed by exercise of the Intellectual Property Rights.
3. This Declaration shall not apply to any individual or entity who initiates an infringement warning or suit, or other legal proceeding involving intellectual property, against the declarer^{#3} of this Declaration.
4. The declarer shall discuss the possibility and the terms of license under its Intellectual Property Rights in the event that any person or entity wishes to obtain such license after the term of this Declaration.
5. The declarer may impose any additional limitations on the scope of this Declaration by specifying such limitations in the attached Attachment.
6. All copyrights in and to this Declaration are waived and provided to the public domain.

In witness whereof, the declarer executes this Declaration and submits it to the secretary of the COVID-19 Countermeasure Declaration.

April 27, 2020

Declarer (Company): Chanel G.K.
(Title): C.E.O.
(Name): Guillermo Gutierrez
(Signature or seal): 

Attachment

The declarer does not impose any additional limitations on the scope of the Declaration.

X The declarer imposes additional restrictions on the scope of the Declaration as follows. (Specify below)

- | |
|---|
| <ol style="list-style-type: none">1. This Declaration is effective only in Japan.2. For the avoidance of doubt, this Declaration may not be used against the declarer by any individual or entity against which the declarer has initiated an infringement warning or suit or other legal proceeding in order to enforce its intellectual property rights in relation to any of its products that are not for the sole purpose of fighting against COVID-19 or in relation to its trademarks in general. |
|---|

The declarer does not change the period of the Declaration.

X The declarer makes the changes of the period of the Declaration as follows. (As shown below)

- | |
|---|
| <ol style="list-style-type: none">1. 12 months after the date of execution of the Declaration, the Declarer reserves the right, subject to giving 1 month's notice, to withdraw from the Declaration or to impose additional restrictions or additional conditions on this Declaration. |
|---|

The declarer adds additional conditions as follows.

#1 The Intellectual Property Rights shall not include any trademark and trade secrets, and shall exclude any rights under which there exists contractual restrictions with a third party, or which require payment to a third party.

#2 If there is any existing agreement with the declarer, such agreement shall take precedence over this Declaration.

#3 Including its subsidiaries.

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Carbon Copy Events	Status	Timestamp
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