

45-use 2-year licence to adapt NZS 3910:2023

With unique watermark and strict terms of use



COPYRIGHT LICENCE AGREEMENT TERMS AND CONDITIONS (NZS 3910:2023)

1 PERMITTED COPYRIGHT ACTIONS AND SPECIAL CONDITIONS

- 1.1 The Sovereign in right of New Zealand acting by and through the New Zealand Standards Executive, being a division of the Ministry of Business, Innovation and Employment (the **Licensor**) grants to the Licensee (being the party named in the vertical watermark) a non-exclusive, non-transferable, non-sublicensable licence from the Commencement Date until the Expiry Date (being 2 years from the date specified in the vertical watermark) to use NZS 3910:2023 *Conditions of Contract for Building and Civil Engineering Construction* (the **Standard**) on the terms and conditions set out in this Agreement. Upon receipt of a written request by the Licensee at least 14 days prior to the Expiry Date, the Licensor may grant in writing a further 1-year extension to this Agreement at the Licensor's sole discretion.
- 1.2 By purchasing a licence to use and adapt the Standard, the Licensee is deemed to have accepted and agreed to be bound by the terms and conditions set out in this Agreement.
- 1.3 The Licensor will provide the Licensee with an editable Word document version of the Standard for use in accordance with the terms of this Agreement.
- 1.4 The Licensee:
- (a) can use the Standard for the purpose of contracting for a construction-related project;
 - (b) may add, delete or modify the contractual terms within the Standard, provided that the Licensee ensures all changes made to the Standard are clearly identifiable within the body of the contract, whether by strikethrough, marginal notation, highlighting, outlining, underlining, emboldening, tracked changes or similar, so that the changes that have been made to the Standard are immediately evident to all parties to the contract; and
 - (c) must show the following attribution on the first page of the contract: 'Copyright in NZS 3910:2023 *Conditions of contract for building and civil engineering construction* is owned by the Crown and administered by the New Zealand Standards Executive. Reproduced and adapted with permission from Standards New Zealand [insert the licence number from the watermark to this document]'.
- 1.5 This Agreement only applies to the licence number noted in the vertical watermark and the licence number can only be used for the creation of 45 contracts, being one contract per project.
- 1.6 The editable Word document version of the Standard provided under this Agreement (including as may be amended pursuant to clause 1.3(b)) may only be shared with the Licensee's professional advisors and any third party (or their professional advisors) solely for the purposes of negotiating the contract with that third party. It must not be distributed to any other persons or for any other purpose. The Licensee may not use the Standard other than as permitted in clauses 1.1 to 1.5.

2 OWNERSHIP

- 2.1 The Licensee acknowledges that the Licensor is the owner of all copyright and other intellectual property rights in and to the Standard.

2.2 All intellectual property in the Standard will remain the exclusive legal and beneficial property of the Licensor and, except for the rights granted in clause 1 above, nothing in this Agreement grants the Licensee any interest in or to the Standard.

3 DEALING WITH THE STANDARD AND SECURITY MEASURES

3.1 Except as specified in this Agreement or as provided for in the Copyright Act 1994, the Licensee may not:

- (a) store, reproduce, transfer or resell the Standard in whole or part, by any means;
- (b) place the Standard on or make the Standard available via an online or electronic network, including a cloud storage facility of any sort; or
- (c) modify, adapt, translate, reverse engineer, decompile, disassemble or use the Standard to create derivative works based on the Standard, or any part of the Standard.

3.2 The Licensee must put in place and maintain all necessary and reasonable security measures to stop any unauthorised use, copying, reproduction or any other unlawful dealing with the Standard that would breach the terms of this Agreement or otherwise infringe any copyright in the Standard.

3.3 Within seven (7) days of the Expiry Date of this Agreement, the Licensee will:

- (a) destroy all physical and electronic copies of the Standard, except as permitted by the terms of this Agreement; and
- (b) provide to the Licensor a written certification that it has complied with clause 3.3(a).

3.4 Notwithstanding clause 3.3, it is acknowledged that the Licensee and any counterparty to a contract arising out of the Standard, will be entitled to retain copies of any signed contract arising from the Standard for their respective record keeping purposes.

4 BREACH OF AGREEMENT

4.1 Any use of the Standard other than as permitted under clause 1 will constitute a breach of this Agreement and may also constitute an infringement of copyright or any other intellectual property rights in the Standard. The Licensee will tell the Licensor as soon as the Licensee becomes aware of any potential, threatened or actual breach of this Agreement by the Licensee or any misuse of the Standard by the Licensee or any third party. The Licensee will take all necessary steps to prevent or limit such breach or infringement, including those required by the Licensor, at the Licensee's cost.

4.2 The Licensee acknowledges that damages may be an insufficient remedy for breach of this Agreement or an infringement of copyright or any other intellectual property rights in the Standard, and that the Licensor may be entitled to interlocutory injunctive relief to prevent a breach of this Agreement or to compel specific performance of this Agreement.

5 MISCELLANEOUS PROVISIONS

5.1 **Waiver:** A failure or delay by either Party in exercising any right, power or privilege under this Agreement is not a waiver of such right, power or privilege.

- 5.2 **Entire agreement:** This Agreement contains the entire agreement and understanding between the Parties in relation to the subject matter of this Agreement. This Agreement supersedes any previous written or oral agreements or understandings between the Parties about the Standard.
- 5.3 **Governing law:** This Agreement is governed by and construed in accordance with the laws of New Zealand.