

License Agreement

2018 EJCDC® Construction Series Documents

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- 1.2 This License Agreement applies to all purchasers and users of the 2018 EJCDC® Construction Series ("2018 C-Series"), including those that obtain the 2018 C-Series documents as free or complimentary downloads. Unless noted otherwise, the term "you" in this License Agreement refers to purchaser and all other users within purchaser's company or organization.
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- 1.4 This License Agreement applies to all 2018 EJCDC® Construction Series ("2018 C-Series") documents. Special conditions that apply to specific 2018 C-Series documents, or to specific categories of content, are noted.
- 1.5 **This License Agreement applies to the 2018 C-Series documents only**. Other licensing terms and instructions may apply to other EJCDC documents.
- 1.6 **Read this License Agreement in its entirety**. As purchaser, you have agreed to comply with and are bound by the License Agreement's terms, conditions, and instructions when you or others within your company or organization use a 2018 C-Series document.
- 1.7 You may not sublicense, assign, or transfer this license except as expressly provided in this License Agreement. Any other purported sublicense, assignment, or transfer of any of the rights, duties, or obligations hereunder is void. If you transfer or purport to transfer such rights, duties, or obligations to another party, your license is automatically terminated.
- 1.8 Retain this License Agreement for reference throughout its term, and furnish a copy of the License Agreement to all individuals within your company or organization who use the 2018 C-Series documents.

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- 1.10 As purchaser, you acknowledge that the EJCDC 2018 C-Series documents are protected by the copyright laws of the United States. All users are hereby advised of the copyright.
- 1.11 The 2018 C-Series documents are distributed in Microsoft Word (.docx), or in the case of EJCDC® C-620, Contractor's Application for Payment, in Microsoft Excel.
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- 4.1 The following provisions apply to EJCDC® C-700, Standard General Conditions of the Construction Contract; and to the EJCDC bond forms—C-430, Bid Bond (Penal Sum Form); C-435, Bid Bond (Damages Form); C-610, Performance Bond; C-612, Warranty Bond; and C-615, Payment Bond.
 - A. The term "Standard EJCDC Text" for C-700 refers to all text prepared by EJCDC in the main body of the document. In the case of the EJCDC bonds, the numbered terms and conditions are the Standard EJCDC Text. Document covers, logos, footers, instructions, license agreement, copyright notices, Notes to Users, text options, or project-specific items are not Standard EJCDC Text for this purpose.
 - B. Although it is permissible to revise the Standard EJCDC Text of C-700, it is common practice to leave the Standard EJCDC Text of C-700 intact and unaltered, with modifications and supplementation of C-700's provisions set forth in EJCDC® C-800, Supplementary Conditions of the Construction Contract.
 - C. If the user does not alter the Standard EJCDC Text of C-700, or an EJCDC bond form, then such document may be used as published, with all EJCDC logos, footers, and copyright notices retained.
 - D. If the user modifies the Standard EJCDC Text of C-700, or an EJCDC bond form, the user must comply with the following instructions that address if, when, and how to show the changes to other parties.
 - E. During the drafting or negotiating process for C-700, it is important that the two contracting parties are both aware of any changes that have been made to the Standard EJCDC Text; in the case of the EJCDC bonds, the bidders and/or contractor, sureties, and owner should be made aware of changes to the Standard EJCDC Text. Thus, if a draft or version of C-700 or an EJCDC bond form purports to be or appears to be an EJCDC document, the user must plainly show all changes to the Standard EJCDC Text, using "Track Changes" (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.
 - F. If C-700 or one of the EJCDC bond forms has been revised or altered and is subsequently presented to third parties (such as potential bidders, grant agencies, lenders, or sureties) as an EJCDC document, then the changes to the Standard EJCDC Text must be shown, or the third parties must receive access to a version that shows the changes.
 - G. Once the document is ready to be finalized (and if applicable executed by the contracting or issuing parties), it is no longer necessary to continue to show changes to the Standard EJCDC

Text. The user may produce a final version of the document in a format in which all changes are accepted, and the document at that point does not need to include any "Track Changes," redline/strikeout, highlighting, or other indication of additions and deletions to the Standard EJCDC Text.

- 4.2 As a limited exception to the copyright requirements of this Licensing Agreement, the following 2018 C-Series administrative forms may be used on specific projects without the copyright attribution required in Paragraph 3.2 of this License Agreement for all other 2018 C-Series documents:
 - C-050, Bidding Procedures and Construction Contract Documents
 - C-051, Engineer's Letter to Owner Requesting Instructions Concerning Bonds and Insurance
 - C-052, Owner's Instructions to Engineer Concerning Bonds and Insurance
 - C-111, Advertisement for Bids for Construction Contract
 - C-510, Notice of Award
 - C-550, Notice to Proceed
 - C-940, Work Change Directive
 - C-941, Change Order
 - C-942, Field Order
- 4.3 As a further limited exception to the requirements of this Licensing Agreement, the user is expressly permitted to make project-specific versions of EJCDC® C-111, Advertisement for Bids for Construction Contract, available or accessible in PDF format on uncontrolled, public-access websites or other uncontrolled electronic distribution points, and in published form in newspapers, trade magazines, and other publications.
- 4.4 EJCDC® C-001, Commentary on the 2018 EJCDC Construction Documents, contains the viewpoints, comments, directions, and recommendations of EJCDC and the document's authors. The purchaser and users are prohibited from modifying, altering, or revising C-001 in any respect.
- 4.5 The Guidelines for Use, Guidance Notes, and Notes to User in the various 2018 C-Series documents (collectively, "EJCDC Guidelines"), are the viewpoints, comments, and recommendations of EJCDC. You may delete the EJCDC Guidelines in the various documents (and indeed you should do so when finalizing a document for project-specific purposes), and may add your company/organization's preferred comments or directions to drafters, for internal purposes, but you must clarify that any such preferred comments or directions are user's, not EJCDC's.

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EJCDC Copyright Administrator c/o National Society of Professional Engineers 1420 King Street Alexandria, VA 22314 Phone: (703) 684-2845

Fax: (703) 836-4875 e-mail: <u>legal@nspe.org</u>

9.0 BINDING AGREEMENT

As purchaser, you acknowledge that you have read this License Agreement, understand it, and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the License Agreement and supersedes any proposal or prior agreement, oral or written, and any other communications between purchaser and EJCDC relating to the subject matter of this License Agreement.

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