

Second Amendment
To Publication Agreements Dated August 13, 2001
By and Between
The California Building Standards Commission
And
The National Fire Protection Association, Inc.

Whereas on August 13, 2001 the California Building Standards Commission (CBSC) entered into a Publication Agreement with the National Fire Protection Association, Inc. (NFPA) for the publication of the California Code of Regulations Title 24, Part 3; and

Whereas Paragraph 3. Sale of Code of the aforesaid Publication Agreement states “NFPA agrees to furnish the Code in loose-leaf format on the following basis:”, and

Whereas NFPA and CBSC wish to allow NFPA to publish and furnish the Code in a CD ROM format;

Now Therefore, Said Paragraph 3. Sale of Code is herein amended by adding the following language:

- 3.4 NFPA may, at its sole discretion, publish and furnish or sell the Code on a CD Rom in accordance with the following provisions:
- (a) When the CD is marketed and labeled as the California Building Standards Code, California Code of Regulations Title 24, it shall not contain any other code and/or code related documents which the reader might, because of the title, assume as having been adopted by California. The addition of any other such code and/or code related documents must be mutually agreed upon in content, form and disclaimer in writing by the parties hereto prior to “publication” and distribution in either the original CD or any “supplements” thereto. If such other code documents are contained on the CD, the label and each file shall contain a disclaimer that “THIS DOCUMENT HAS NOT BEEN ADOPTED BY THE STATE OF CALIFORNIA,” for the label in a font and weight no less than that used for the document title and for each file, in no less that bold 14 Pt. font on the opening page and in bold 12 Pt. font header on each page thereafter.
 - (b) Each purchaser of a CD shall be offered a free subscription service as per Paragraph 5 of said Publication Agreement except that the CD purchaser shall receive a new CD with the errata, supplement or emergency supplement clearly identified on the label and integrated into the language therein which language is marked and dated so the reader can identify each change and the date of each change.
 - (c) The label of the CD shall contain the “publication” date and the date(s) of all supplement(s), emergency supplement(s) and errata which are included therein.
 - (d) NFPA shall distribute complementary copies of the original CD and all supplementary CDs in accordance with Paragraphs 3.3 and 4 of the aforesaid Publication Agreements.

All other Publication Agreement provisions as may have been previously amended remain in full force and effect as written therein; and

The Parties hereto have carefully read this Second Amendment to the aforesaid Publication Agreements and having consulted or having been given an opportunity to consult counsel of their choice, have indicated their agreement to all the terms and conditions stated herein by executing this Second Amendment on the date first written above and each signatory hereto represents that it is authorized to sign this Second Amendment on behalf of the Party it purports to represent.

NATIONAL FIRE PROTECTION ASSOCIATION, INC.

By: _____
George D. Miller, President, CEO

CALIFORNIA BUILDING STANDARDS COMMISSION

By: _____
Stan Nishimura, Executive Director