

Second Amendment
To Publication Agreements Dated August 13, 2001
By and Between
The California Building Standards Commission
And
The International Conference of Building Officials

Whereas on August 13, 2001 the California Building Standards Commission (CBSC) entered into three Publication Agreements with the International Conference of Building Officials (ICBO) for the publication of the California Code of Regulations Title 24, Parts 1, 2, 6, 7, 8, 10, and 12; and

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

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

Now Therefore, Said Paragraph 3. Sale of Code is herein amended this ____ day of _____, 2002 by adding the following language:

- 3.4 ICBO 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 hard copies of any errata, supplements and emergency supplements between the CBSC Annual Code Adoption Cycles. Upon completion of a CBSC Annual Code Adoption Cycle, each purchaser shall receive a new CD with all errata, supplements or emergency supplements since the previous CD integrated therein and clearly identified both on the label and in the CD data itself. The data on the CD shall be marked and dated so the reader can identify each change and the date of each change.

- (c) All marketing materials and each purchaser shall be adequately notified of this subscription procedure so that the purchaser shall be made aware of the hard copy errata/supplements between annual cycles both before purchase and after purchase. When a hard copy errata/supplement is sent to a CD subscriber, it shall contain the following note in bold 12pt. type on the cover instruction sheet:

This is an errata/supplement to your CD and the two should be considered as one document. Upon completion of the California Building Standards Commission's Annual Code Adoption Cycle, you shall be sent a new CD which shall contain the within errata/supplement along with those adopted in that Annual Code Adoption Cycle. Until that time, you will need to refer to the enclosed for the appropriate modified provisions which shall supercede those on your CD.

- (d) 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.
- (e) ICBO shall distribute complementary copies of the original CD and all hard copy errata(s), supplement(s), emergency supplement(s) and 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.

INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS

By: _____
Cheryl Melendez, Corporate Vice President

CALIFORNIA BUILDING STANDARDS COMMISSION

By: _____
Stan Nishimura, Executive Director