



NONEXCLUSIVE LICENSE AGREEMENT

THIS AGREEMENT, entered into as of the 31st day of October 2013, by and between the California Building Standards Commission, whose address is 2525 Natomas Park Drive, Suite 130, Sacramento, CA 95833, herein referred to as (CBSC) and the **International Code Council** herein referred to as (ICC) whose address is 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001.

WITNESSETH:

ARTICLE I: Statement of Need.

WHEREAS, there is a desire to expedite the development of the next California Codes and supplements, which are to be based on the 2013 versions of the California Codes; and

WHEREAS, ICC has these 2013 documents in electronic format; and

WHEREAS, the parties would be well served to utilize this electronic media and amend it so as to promulgate the next editions of the California Codes; and

WHEREAS, nothing in this Agreement will be construed to give license to any person other than the parties named above, to utilize ICC's copyrighted material. Any third party desiring such license shall be advised to deal exclusively with ICC in writing.

ARTICLE II: Agreement.

THEREFORE, the parties agree to the following:

1. ICC will provide to the CBSC all chapters of the integrated 2013 California Codes in Word Document format, as they become available. The original and any copies of files provided by ICC remain the property of ICC and will be accessed and used only by the CBSC.
2. Copies of the unprotected Word Documents are for code development purposes and shall not be used and/or distributed for any other purpose. Each hard copy and electronic copy of ICC copyrighted text shall include a notice which will acknowledge ICC's copyright of appropriate text material in accordance with this license agreement with ICC as follows:

ALL RIGHTS RESERVED. A substantial portion of this 2013 California Code is a copyrighted work owned by the International Code Council, Inc. Without advance written permission from the copyright owner, no part of these books may be reproduced, distributed or transmitted in any form or by any means, including, without limitation, electronic, optical or mechanical means (by way of example and not limitation, photocopying, or recording by or in an information storage retrieval system). For information on permission to copy material exceeding fair use, please contact: Publications, 4051 West Flossmoor Road, Country Club Hills, IL 60478. Phone 1-888-ICC-SAFE (422-7233).

3. ICC shall provide the Word Documents to CBSC as soon as possible to expedite the completion of the California Codes. If the files are provided prior to the signing of this Agreement, CBSC will, in any case, abide by the terms of said Agreement.

ARTICLE III: General Provisions.

CBSC agrees to maintain the security and integrity of the files while in their possession.

ARTICLE IV: Compensation.

In consideration for promises and the performance of this Agreement, as set forth herein, it is expressly agreed that no remuneration is required by either party.

ARTICLE V: Change or Modification.

This Agreement constitutes the entire agreement between the parties, and any changes or modifications to this Agreement shall be made and agreed to in writing.

ARTICLE VI: Assignment.

Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by CBSC without prior express written consent of the ICC.

ARTICLE VII: Construction.

This Agreement shall be construed and interpreted and the rights of the parties determined with the laws of the State of California.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed and attested to by their duly authorized officers of the day and year first-above written.

INTERNATIONAL CODE COUNCIL

By: Mark Johnson

Mark Johnson
Executive Vice President & Director of Business Development
International Code Council
5360 Workman Mill Road,
Whittier, CA 90601

By: 

Jim McGowan
Executive Director
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