



## License Agreement

### 2018 EJCDC® Construction Series Documents

#### 1.0 GENERAL PROVISIONS

- 1.1 The Engineers Joint Contract Documents Committee ("EJCDC") provides EJCDC Design and Construction Related Documents (including but not limited to the EJCDC Construction Series, Engineering Series, Design-Build Series, Procurement Series, and Narrative Series), and licenses their use worldwide.
- 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.
- 1.3 You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from EJCDC Design and Construction Related Documents.
- 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.

- 1.9 You are advised that the text of the 2018 C-Series documents has important legal consequences and that consultation with an attorney is recommended with respect to the use of a 2018 C-Series document, or modification of a 2018 C-Series document's text.
- 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.
- 1.12 EJCDC allows the end user wide discretion in using and editing the 2018 C-Series documents, subject to the provisions of the License Agreement. You are advised, however, that EJCDC documents contain alphanumeric and other cross-references, and that changes to one part of the document may affect other parts. It is solely your responsibility to assure the adequacy and consistency of the final document for your purposes.
- 1.13 Although EJCDC has made reasonable efforts to achieve uniformity of formatting, some document controls (e.g., bold, underline, font size, indentation, numbering, pagination, table of contents) may be affected by software versioning, user settings, changes during editing, and other factors, and may require user intervention to restore intended format and appearance.

## **2.0 LIMITED LICENSE**

As purchaser, you are the license holder and have a limited nonexclusive license to:

- 2.1 Use, and authorize others within your company or organization to use, the 2018 C-Series documents as stated in the following paragraphs.
- 2.2 Use a 2018 C-Series document for bona fide contractual and project purposes. Such purposes expressly include controlled distribution to bona fide bidders and proposers, either through direct transmittal in printed or electronic format or posting on a website or other electronic distribution point to which access is limited to bona fide bidders and proposers or others having direct interest in the contract or project.
- 2.3 Modify and supplement a 2018 C-Series document to meet project-specific needs of each use or application of the document, or use selected clauses from a 2018 C-Series document (for example, for inclusion of the selected clause in a different contract document). These are permitted uses. In such cases the controlling copyright requirements of this License Agreement (and any related exceptions) continue to apply.
  - A. When a document is being prepared for use on a specific project, the user may choose to retain EJCDC document numbers, titles, logos, front cover page, and the "inside front cover page" containing specific information regarding the EJCDC sponsoring organizations; or the user may delete some or all of these items, at user's option. Regardless of whether any such deletions are made, the document remains subject to the controlling copyright requirements (and any related exceptions) of this Licensing Agreement.
- 2.4 Use a 2018 C-Series document on any desktop, laptop, tablet, or mobile devices owned, leased, or rented by you as an individual holding the license; by you as a company or organization holding the license; or authorized for use by your employees on company/organization business.

- 2.5 Use a 2018 C-Series document an unlimited number of times (subject to the Term restrictions in Section 5.0 below).
- 2.6 Use a 2018 C-Series document as the basis or platform for developing purchaser’s own revised custom version. In such case you must remove all EJCDC document numbers, titles, logos, front cover page, the “inside front cover page” containing specific information regarding the EJCDC sponsoring organizations, and other items that might create the false impression that the document remains an EJCDC standard document. When such a custom version is developed the controlling copyright requirements (and any related exceptions) of this License Agreement continue to apply.
- 2.7 Copy a 2018 C-Series document into any machine-readable or printed form for backup or modification purposes in support of your use of the document.

### 3.0 COPYRIGHT

- 3.1 All proprietary, copyright, and intellectual property rights in all EJCDC Design and Construction Related Documents are and shall remain the property of EJCDC and its sponsoring organizations. Such rights pertain to the text of the documents as well as to all other document content, including but not limited to any exhibits, commentary, guidelines, notes, and text options.
- 3.2 Except as expressly noted otherwise, the user must include the appropriate EJCDC copyright notice (selected from the versions below) on any copy, modified or finalized version, or portion of a 2018 C-Series document. At a minimum one of the following EJCDC copyright notices must appear in a prominent location:

**If the published text of the document is not altered, or if revisions are minimal, then use the copyright that is already stated in the published document:**

“Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.”

**If revisions have been extensive, or if only portions of the EJCDC document have been used, then use the following copyright notice:**

“This document is a MODIFIED version of EJCDC® C-xxx, Copyright© 2018 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. All rights reserved. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.”

- 3.3 The user shall not use, copy, modify, or transfer a 2018 C-Series document or any other EJCDC Design and Construction Related Documents, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this License Agreement. Reproduction of a 2018 C-Series document, or any other EJCDC Design and Construction Related Document, in printed or machine-readable format for resale, and any resale of this document in any format, are expressly prohibited. **Making a 2018 C-Series document or any other EJCDC Design and Construction Related Document available or accessible in any format whatsoever, with or without watermarks, on an uncontrolled, public-access website or other uncontrolled**

**electronic distribution point—whether for sale, for free distribution, or for public review—is expressly prohibited.**

- 3.4 As an EJCDC limited licensee you may use a 2018 C-Series document for educational purposes. This permission allows for distribution of copies of the document within your company or organization for educational purposes, and reasonable citation of document content in publications, seminars, and webinars. It does not permit the distribution of copies of the document, in whole or substantial part, outside your company or organization. Contact the EJCDC Copyright Administrator to obtain advance written permission and terms and conditions of any other specific educational use.

#### **4.0 DOCUMENT-SPECIFIC AND CONTENT-SPECIFIC PROVISIONS**

- 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.

## 5.0 TERM

**This limited license is effective for three years after date of purchase, or six years after the last day of 2018 (the year of issuance of the document, as shown in the document’s copyright notice), whichever occurs later,** and shall terminate at that time, except as otherwise provided herein. You agree upon such termination to destroy, delete, or archive and permanently cease using the document, along with all copies, modifications, and merged portions in any form (except those copies already in actual project or contract use, or maintained in files or records of completed projects), unless EJCDC extends the term of this license to you, in writing, or publishes, on the [www.ejcdc.org](http://www.ejcdc.org) website or the websites of the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, an applicable extension of the term of license for a certain period of time for bona fide contractual and project or other authorized uses.

---

EJCDC® License Agreement.

National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers. All rights reserved.

EJCDC reserves the right during the term of this agreement to provide access to the purchased document through alternative means, based on improvements or changes in technology, or to transition the document to secure document platforms or other formats, while maintaining user's access privileges.

EJCDC from time to time publishes new, updated editions of the EJCDC Design and Construction Related Documents. EJCDC highly recommends the use of the most current editions of its documents. EJCDC may, at its sole discretion, withdraw from authorized use any document that has been subsequently updated and for which the license has expired.

You may terminate the license at any time by destroying, deleting, or archiving and permanently ceasing use of the EJCDC document together with all copies, modifications and merged portions in any form (except those copies already in actual project or contract use, or maintained in files or records of completed projects). It will also terminate upon conditions set forth elsewhere in this License Agreement or if you fail to comply with any term or condition of this License Agreement.

## 6.0 LIMITED WARRANTY

EJCDC does not warrant that the functions contained in EJCDC Design and Construction Related Documents will meet your requirements or that the operation of EJCDC Design and Construction Related Documents will be uninterrupted or error-free.

If EJCDC has distributed this document on a CD, then EJCDC warrants the CD to be free from physical defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt. **There is no other warranty of any kind, either express or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. You may also have other rights which vary from state to state.**

## 7.0 LIMITATIONS OF REMEDIES

EJCDC's entire liability and your exclusive remedy shall be:

- 7.1 If there has been a problem in the electronic transmittal or downloading of a purchased document, contact the vendor and EJCDC will assist in resolving the problem or re-transmit the document.
- 7.2 The replacement of any CD distributed by EJCDC containing a 2018 C-Series document, provided such item does not meet EJCDC's "Limited Warranty" and has been returned to the vendor with a copy of your receipt.
- 7.3 If the vendor is unable to complete a successful download transmittal, or deliver a replacement CD that is free of defects in materials and workmanship, you may terminate this Agreement by cancelling the download or returning the CD, and your money will be refunded.

As purchaser or user, you assume full responsibility for determining the suitability of this document to your purposes, and for the application and use of this document for contract or project purposes. To the fullest extent permitted by law, in no event will EJCDC, its sponsoring organizations, its committee members, attorneys, consultants, authorized vendors, or advisors, or their respective staff members, employees, agents, or contractors, be liable to you or any other party for any damages, including any lost profits, lost savings, contractual liabilities, disappointed commercial expectations, economic loss, or other direct, incidental, or consequential damages arising out of the content, unenforceability, insufficiency, inadequacy, use or inability to use a 2018 C-Series document or any other EJCDC Design and Construction

Related Document, even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so portions of the above limitation or exclusion may not apply to you.

## **8.0 GOVERNING LAW**

This License Agreement shall be governed by the laws of the United States and the State of Virginia. If you have any questions concerning this License Agreement, or any requests or inquiries regarding the EJCDC copyright, you may contact EJCDC by writing to:

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: [legal@nspe.org](mailto:legal@nspe.org)

## **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.

---

Information regarding the content of the 2018 C-Series documents and other EJCDC Design and Construction Related Documents may be obtained at [www.ejcdc.org](http://www.ejcdc.org) or from the following EJCDC sponsoring organizations:

National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, D.C. 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)