

ENZ MODEL LICENSE AGREEMENT

1. The Climate Change Commission (**CCC**), an independent Crown entity formed under the Climate Change Response (Zero Carbon) Amendment Act 2019, agrees to make the version of the ENZ model, and documentation,] (collectively, the **Model**) available to the person using the Model (the **Licensee**) without charge for non-commercial Research and Educational purposes, subject to the terms and conditions below (**Agreement**). The CCC is making the Model available to the public to support the development and understanding of public policy on climate change.
2. All users of original and Modified versions of the Model, whether obtained from CCC or any Licensee, must indicate their consent to this Agreement by completing the appropriate forms on the CCC website: <https://www.climatecommission.govt.nz/our-work/advice-to-government-topic/inaia-tonu-nei-a-low-emissions-future-for-aotearoa/modelling/>. Each Licensee who wishes to use an un-Modified version of the Model must obtain the Model from the CCC.
3. This Agreement does not prevent the CCC from licensing the Model to other parties on other terms, as it sees fit.

What is being licensed

4. We are licensing the model in the form of a Microsoft Excel file.
5. This Agreement only applies to the version of the Model that the CCC has agreed to make publicly available under this Agreement. The CCC is not obliged to release any changes or updates to, or further or alternative versions of, the Model, whether under this Agreement or otherwise.
6. Neither CCC nor any Developer provides any technical support, services or maintenance of any type with respect to the Model, including assistance with running the Model, understanding the results of using the Model, modifying the Model or providing any updates to, or new versions of, the Model.

What is permitted under the licence?

7. You must only use the Model for Research or Education purposes.
8. Open publication of a study is in itself not sufficient to qualify as Research, thus for example studies carried out which give an economic advantage for a particular user or group of users would not qualify as Research. In these cases a specific agreement must be negotiated between the CCC and the user.
9. An activity is commercial and therefore not permitted under this Agreement if it involves any development which will subsequently be the object of, or will contribute to a sale, a license or a right of use (software, publication, and so forth), the filing of a patent, the realisation of tools or teaching material being for sale or contributing to a sale.
10. If, in an unforeseen manner, Research or Education projects having benefited from free access to the Model under this Agreement lead to anything referred to in clause 9, the Licensee agrees not to authorize such commercial use before having entered into a specific agreement with the CCC.
11. The Licensee may use third-party contractors to assist it in its Research or Education projects, as long as the third-party contractors only use the Model for the project and the projects otherwise meet the requirements of Research and Education. The Licensee is responsible for the use of the Model by any such third-party contractors, and for ensuring adherence of any third-party contracting arrangements with the terms of this license (including with respect to restrictions on use for commercial activity as set out in clause 9).

12. The Licensee must comply with any guidelines around the use of the name of the Model issued or amended by the CCC from time to time.

Changes to the Model

13. Any changes made to the licensed version of the Model are the responsibility of the Licensee.
14. The Licensee is responsible for updating the Model assumptions and parameters to reflect developments that occur after this version of the Model was produced.

Distribution or publication

15. If you publish or distribute any material containing results from the Model or any Modified version of the Model, that material must include:
- (a) the following text in the acknowledgments section, or such alternative text as may be approved by the CCC in writing:
"Some results in this [*paper/report*] were derived from [*a modified version of*] the ENZ model, licensed to the authors by the Climate Change Commission and developed by the Climate Change Commission and Concept Consulting. Any modifications to the ENZ model and the production and interpretation of the results have not been quality assured by the CCC or Concept Consulting and are the responsibility of the authors.";
 - (b) disclosure of any modifications to the assumptions or parameters of the Model, or changes to any data sources used to run the Model, and disclosure must be sufficient for the intended recipient of the results to understand the impact that the modifications have had on the results published by the Licensee; and
 - (c) disclosure of any Modifications made by the Licensee, and:
 - (i) the disclosure must be sufficient for the intended recipient of the results to understand the impact that the Modifications have had on the results published by the Licensee;
 - (ii) the Licensee must also publish the source code of their Modifications, in the same form as the Model has been released by the CCC, and under the same terms as set out in this Agreement; and
 - (iii) the modified files must carry prominent notices stating that the files were modified, the person who modified the files and the date of the modification.
16. If you distribute a Modified version of the Model, you must disclose the Modifications you have made and:
- (a) you must also publish the source code of your Modifications, in the same form as the Model has been released by the CC, and under the same terms as set out in this Agreement; and
 - (b) the modified files must carry prominent notices stating that the files were modified, the person who modified the files and the date of the modification.
17. The names of CCC, the Developers or the Model title shall not be used, nor the trademarks of CCC or any other Developer, in any advertising, promotional or sales literature without prior written consent obtained from CCC, except when giving appropriate credits in professional journals and publications as described in clause 16 above.
18. Redistributions of the Model and any Modifications of the Model, in whole or in part, in both source code and binary forms, must also include all the terms of this Agreement.
19. You must not assert or imply any connection with, or sponsorship or endorsement by, the CCC or any Developer of you or your use of the Model.

20. You agree that you will not impose any digital rights management technology on the Model, or any Modified version of the Model, that alters or restricts the terms of this Agreement or any rights granted under this Agreement or has the effect or intent of restricting the ability to exercise those rights.

Exclusions and liability

21. The license granted in this Agreement shall not be construed to confer any rights by implication, estoppel, or otherwise, except as specifically set forth in this Agreement. The intellectual property rights on and title to the Model and materials (including copyright) shall remain at all times with the CCC and its licensors.
22. The entire risk as to the quality and performance of the Model is borne by the Licensee. The Licensee acknowledges that the Model may contain errors or bugs. The Licensee must determine whether the Model sufficiently meets its requirements.
23. The Model is provided "as is" and the CCC makes no representations or warranties concerning the Model, and expressly disclaims all such warranties, including without limitation any express or implied warranty of merchantability, fitness for a particular purpose, and non-infringement of intellectual property rights. In no event shall the CCC be liable to you for any lost profits or other incidental or consequential damages relating to the subject matter of this Agreement. To the extent permitted by law, if, the CCC does have any liability to you under this Agreement, that liability is limited to NZ\$100.
24. To the extent permitted by applicable law, you agree to indemnify, defend, and hold harmless CCC and its representatives, employees, and agents, and each Developer, against all losses, expenses (including without limitation any legal expenses), claims, demands, suits, or other actions arising from your use of the Model.

General

25. **Privacy:** You are required to provide us with certain information when you accept the terms of this Agreement and/or download the Model, including your name, the organisation you work for (if applicable) and your contact details. We collect and use this information:
- (a) to assist us with the development of the Model;
 - (b) to allow us to understand who is using the Model, and for what purpose; and
 - (c) in order to contact you about the Model, including providing any notices under this Agreement.

If you have any questions about our collection or use of your information, or wish to access your information, you can contact us at [*insert*]. Except for third party service providers, we will not provide any personal information to any third party. We may, from time to time, update these privacy terms. If we do so, we will notify you of the amended terms.

26. **Assignment:** You may not sell, assign, transfer, novate, sub-license, sub-contract, charge, pledge or otherwise encumber or deal with this Agreement, or any of its rights or obligations under this Agreement.
27. **Termination:** The CCC may terminate this Agreement:
- (a) immediately by notice in writing to you if you are in breach of this Agreement; or
 - (b) at any time by giving you at least 30 days' notice in writing.
28. **Notices:** Any notices that may be given by CCC under this Agreement will be sent by email to the email address that you submitted when you downloaded the Model.
29. **Governing law:** New Zealand law governs the formation, validity, construction and performance of this Agreement and the parties submit to the exclusive jurisdiction of the New Zealand courts in relation to all disputes under or in connection with this Agreement.

30. **Entire agreement:** This Agreement contains the whole of the contract and understanding between the parties relating to the matters covered by it.
31. **Amendment:** If the CCC decides to release a new or updated version of the model to the public, the CCC may, in its sole discretion, amend or replace the licence terms that apply to that new or updated version of the Model.

Definitions

32. In this Agreement, the following capitalised terms have the following meanings:

Developers means entities or individuals involved in development of the Model other than the CCC;

Education means use of the Model, by a school, university, scientific institute or similar (private or institutional), solely for educational purposes;

Modifications means any modifications made to the Model by the Licensee;

Research means any project that meets the following conditions:

- (a) The project is for non-commercial research purposes, which may take place at a university or a private company, as long as there is no money to be made from the project; and
- (b) All the results obtained from the project are openly available at delivery costs only, without any delay linked to commercial objectives.

SIGNED
Full name of Licensee:
Signature:
Name of authorised signatory (if different to Licensee name):
Email:
Signature: