

# **Licence for the use of the BIM reference model**

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Federal Chamber of Architects and Chartered Engineering Consultants  
(Bundeskammer der Ziviltechniker:innen – BKZT) , Karlsgasse 9/2, 1040 Vienna  
represented by President Arch. Dipl.-Ing. Daniel Fügenschuh  
(hereinafter: **BKZT**),

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The Building Information Modelling (BIM) reference model (hereinafter: model) is a high-level standard of a digital 3D building model for demonstration, research and training purposes, which was essentially created taking into account software-specific requirements.

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The copyright to the model lies with the author. However, BKZT has a comprehensive right to use the model. All rights to the model remain with BKZT.



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## **8. Warranty/liability**

The model is made available exclusively for demonstration, research and training purposes to the extent available at the time of download, whereby BKZT and the author do not assume any warranty with regard to functionality or suitability for a specific purpose. BKZT and the author shall not be liable for any damages resulting from the use of the model. In particular, BKZT and the author accept no liability for planning services carried out using the model.

In the event of improper use of the model provided, you shall indemnify and hold harmless BKZT and the author against third parties.

## **9. Final provisions**

Amendments and supplements to this agreement must be made in writing. Should any provision of this agreement be or become invalid, the validity of the remaining provisions shall remain unaffected. The contracting parties undertake to replace ineffective



provisions immediately with new effective provisions that come as close as possible to the original purpose of the contract.

#### **10. Place of jurisdiction / applicable law**

All disputes arising out of or in connection with this licence shall be settled exclusively by the competent court for A-1010 Vienna, depending on the amount in dispute.

This licence shall be governed exclusively by Austrian substantive law to the exclusion of the conflict of laws rules of Austrian private international law and to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.