# LICENCE TO USE AUTHORITY MODELS

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(a)     Vectorised Scheduling Pricing and Dispatch (vSPD);

(b)     Generation Expansion Model (GEM);

(c)     Hydro Supply Security test (HSS);

(d)     Dynamic Outer Approximation Sampling Algorithm (Doasa); and

(e)     except where we have informed you otherwise, any other applications, models and tools made available by the Authority via the Authority's website (www.ea.govt.nz), the EMI website (www.emi.ea.govt.nz), or any other platform authorised by the Authority for such dissemination purposes (e.g. github.com/ElectricityAuthority),

together the "**Models**".

Your use of the Models is subject to the following terms and conditions ("**Licence**").  By downloading or using a Model you will be deemed to have agreed to this Licence without reservation or variation.

## 1     USE RIGHTS AND LIMITATIONS

1.1     Unless we inform you otherwise, the following terms and conditions in sub-clauses 1.1(a) to 1.1(c) and clauses 2 to 7 apply to your use of Models other than Doasa:

(a)     Subject to sub-clause (c) below, you may use, copy, adapt, modify, distribute, transfer, assign or sublicense the Models in whole or in part as you see fit for any purpose.

(b)     You agree to contact the Authority at emi@ea.govt.nz with any suggestions that you have regarding the Models, including suggestions for improvements or enhancements.  You will not, or attempt to, restrict, impede or impose terms on the Authority's rights to further develop, adapt or modify in any manner the Models for any purpose.

(c)     Many of the Models are developed in GAMS which requires the user to have a GAMS licence in order to operate the Model.  You are responsible for purchasing your own GAMS licences to operate the Models and the Authority shall have no liability or responsibility arising out of you failing to acquire a licence or for any breach by you of the GAMS licence terms and conditions.

1.2     The following terms and conditions in sub-clauses 1.2(a) to 1.2(d) and clauses 2 to 7 apply to your use of Doasa:

(a)     Doasa is licensed to the Authority by its third party licensor Stochastic Optimization Limited (SOL).

(b)     Doasa uses CLP, the COIN-OR open source LP code.  CLP is distributed under the Eclipse Public Licence (version 0.1).  You are responsible for complying with the Eclipse Public Licence in respect of your commercial use of Doasa and the Authority will have no liability or responsibility arising out of your breach of the Eclipse Public Licence terms and conditions.

(c)     You may use Doasa for the purposes of solving hydro-thermal scheduling problems and/or developing a policy for releasing water from reservoirs for electricity generation.

(d)     You may not copy, adapt, modify, distribute, transfer, assign or sublicense Doasa.

## 2     TERM

2.1     This Licence is perpetual.  However, this Licence will terminate if you fail to comply with any term or condition of this Licence.

## 3     EXCLUSION OF WARRANTIES

3.1     You assume sole responsibility for the installation, use and results obtained from the Models.

3.2     The Authority does not warrant that the functions contained in the Models will meet your requirements or that the operation of the Models will be uninterrupted or error free.  The entire risk as to the quality and performance of the Models is with you.

3.3     The Authority excludes, to the extent permissible by law, all representations, warranties or guarantees whether expressed or implied including, without limitation, any warranty or guarantee provided by the Sale of Goods Act 1908.  You agree that you are acquiring the Licence of the Models for business purposes and therefore the Consumer Guarantees Act 1993 shall not apply to that supply.

3.4     In no event will the Authority be liable to you for any damages whatsoever, including lost profits, lost savings, or direct, indirect, incidental or consequential loss or damage arising out of the use or inability to use the Models, whether arising in contract, tort (including negligence) or otherwise, even if the Authority has been advised of the possibility of such damages or for any claim by any other party.

3.5     If, notwithstanding the above clause, the Authority is held liable under this Licence or in relation to the Models the Authority's liability shall be limited to the sum of $1.00.

## 4     COPYRIGHT

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4.2     You shall indemnify the Authority fully against all liabilities, costs and expenses which the Authority may incur to a third party as a result of any breach of this Licence where that breach is caused or permitted to be caused by you, or any of your employees, subcontractors, agents, or other party within your reasonable control.

## 5     THIRD PARTY CLAIMS

5.1     You should promptly notify us if anyone makes a claim against you that the Models infringe their rights.  If you give us such notice the Licence shall automatically terminate.  This is your only remedy in the event of a claim of infringement.

## 6     LAW

6.1     This licence is governed by the laws of New Zealand and the courts of New Zealand shall have non-exclusive jurisdiction in any proceedings relating to it.

# 7 QUESTIONS

7.1 If you have any questions concerning this licence you may contact the Authority by writing to the Authority at PO Box 10041, Wellington 6143, New Zealand.