

BULLETIN 7

THE PROPER USE OF CCDC COPYRIGHT SEALS

2025

CCDC Copyright Seals are required to be used with all CCDC contracts and forms. It has come to the Committee's attention that proper instructions for the use of Copyright Seals would be helpful. This bulletin answers the most commonly asked questions, and introduces differentiation between the traditional physical CCDC Copyright Seal, from the electronic Copyright Seal that is currently being unrolled across Canada.

What is a physical CCDC Copyright Seal?

It is a 1x2½ - inch adhesive-backed paper decal with the copyright message, a CCDC document number and document date. Each CCDC document has its own CCDC Copyright Seal. For example, CCDC 2 - 2020 must be used with the CCDC 2 - 2020 Copyright Seal. The seal's colour is coded to correspond to the cover of the hard copy document for easy reference.

Is there an electronic equivalent of the CCDC Copyright Seal?

A new platform, titled SignaSur™, allowing users to execute CCDC contracts with an electronic Copyright Seal is currently being unrolled across Canada. For more information on the platform and when it will be available in your region, please email support@signasur.com.

Who should use CCDC Copyright Seals?

Everyone who is using CCDC contracts and forms, whether preparing or receiving them, should ensure the document has the appropriate Copyright Seal.

When is a CCDC Copyright Seal to be used?

A Copyright Seal must be used on all signed or executed CCDC documents. For example, if there are three copies to be executed, such as one each for the contractor, the owner and the consultant, each copy must have a Copyright Seal. If signing a hard copy, the Copyright Seal should be affixed prior to execution. If the document is to be signed electronically, proper usage of the documents requires that hard copies be printed after execution and affixed with the appropriate Copyright Seal for each party's records. The intention to apply the Copyright Seal after execution should be communicated between the parties prior to execution.

Where should a CCDC Copyright Seal be affixed?

A CCDC Copyright Seal must be affixed to the front page of the document in the indicated area. Once affixed, a Copyright Seal must not be removed from a document.

Why do we have to use a CCDC Copyright Seal?

The use of a Copyright Seal is intended to demonstrate that the CCDC document is authentic, accurate and unamended with the exception only of additions or modifications as may be set forth in supplementary conditions. A Copyright Seal's application is a representation that the document has not been changed from its original form. Therefore the parties only need to pay particular attention to the filled-in blanks and the supplementary conditions. Signing or accepting a document without the appropriate Copyright Seal thus opens parties to the risk that the document is not the same industry-accepted form they believe it to be.

The use of a CCDC document without the appropriate CCDC Copyright Seal constitutes an infringement of copyright. Attempts to circumvent the requirement for a seal, whether by repurposing the copyrighted wording on custom contracts or by incorporating the terms of a standard CCDC contract by reference only are also infringements of copyright. CCDC does pursue cases of copyright infringement.

The revenues from the sales of CCDC Copyright Seals help to finance the work of the Canadian Construction Document Committee.

Where do we purchase CCDC Copyright Seals?

CCDC Copyright Seals can be purchased at any authorized CCDC Document Outlet. The list of Document Outlets is available on the CCDC website.

(CCDC bulletins are products of a consensus-building process aimed at balancing the interests of all parties on the construction project. They reflect recommended industry practices. Readers are cautioned that CCDC bulletins do not deal with any specific fact, situation or circumstance. CCDC bulletins do not constitute legal or other professional advice. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use and interpretation of these bulletins.)