

CONSENT AND RELEASE AGREEMENT

Project Title: Kia Ora Café

Course: Front End Web Development

Institute: Manukau Institute of Technology

Lecturer / Supervisor: Dr. Ahmad F. Wedyan

Project Creator: Dustin Dwayne N. Diaz

Person Providing Materials / Inspiration: Jasmine Sison Taboy

1. BACKGROUND AND PURPOSE

This Consent and Release Agreement (“Agreement”) documents the terms under which Jasmine S. Taboy (“Provider”) grants permission to Dustin Dwayne N. Diaz (“Creator”) to use Provider’s name, photographic image(s), and submitted business concept (the “Materials”) in connection with the Creator’s academic project titled *Kia Ora Café* (the “Project”), which constitutes partial fulfillment of course requirements for the Front End Web Development course at Manukau Institute of Technology.

2. GRANT OF RIGHTS

Provider hereby irrevocably, perpetually (subject to the limited duration in Section 4), and without monetary consideration, grants Creator the non-exclusive, worldwide right to copy, reproduce, publish, display, distribute, adapt, create derivative works from, and otherwise use the Materials in any media, format, or medium now known or hereafter devised, solely for the Project and related academic documentation, evaluation, presentation, and archival purposes.

3. SCOPE OF USE AND RESTRICTIONS

(a) Use of the Materials is expressly limited to educational and non-commercial purposes related to the Project, submissions to the Institute, presentations to faculty or students, and archival storage by the Institute.

(b) Creator shall not sell, license for profit, or otherwise commercially exploit the Materials without Provider’s separate, prior written consent.

4. DURATION AND EXPIRATION

This authorization shall remain in force until **1 February 2026** (the “Expiration Date”). On or before the Expiration Date, the Creator shall remove all public-facing instances of the Project website and any other publicly accessible materials that include the Provider’s name or photographic image so that such materials are no longer available on the internet. Notwithstanding the foregoing, archival or administrative copies retained by Manukau Institute of Technology for academic record-keeping may be retained in accordance with Institute policy..

5. WITHDRAWAL OF CONSENT

The provider may withdraw permission at any time by delivering written notice to the Creator at the contact information below. Upon receipt of such notice, Creator shall use commercially reasonable efforts to remove the Materials from future public display within a reasonable timeframe; however, Provider acknowledges that removal from archival, cached, third-party, or distributed copies may not be immediate or fully practicable, and Creator and the Institute shall not be liable for such residual copies.

6. WAIVER, RELEASE, AND LIMITATION OF LIABILITY

Provider hereby releases, waives, and forever discharges Creator, Manukau Institute of Technology, their officers, employees, agents, assigns, and licensees from any and all claims, demands, causes of action, liabilities, damages, and costs (including reasonable legal fees) arising out of or in any way connected with the use of the Materials as authorized by this Agreement, except to the extent such claims arise from Creator's material breach of the express restrictions in Section 3.

7. REPRESENTATIONS AND WARRANTIES

Provider represents and warrants that:

- (a) Provider has full legal capacity to enter this Agreement;
- (b) Provider owns or controls the rights granted herein or is otherwise authorized to grant the rights described; and
- (c) the Materials and their authorized use as set forth herein do not infringe the rights of any third party.

8. INDEMNIFICATION

Provider agrees to indemnify and hold harmless Creator and the Institute from any third-party claims, liabilities, or losses arising from Provider's breach of the representations set forth in Section 7.

9. CONFIDENTIALITY AND PERSONAL DATA

Creator will handle any personal data provided by Provider in accordance with applicable privacy laws and Institute policy. Creator will not publish Provider's personal contact details other than those expressly permitted by Provider in connection with the Project. Provider consents to the inclusion of their name and image as set out in this Agreement.

10. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of New Zealand. Any dispute arising under or in connection with this Agreement shall be subject to the non-exclusive jurisdiction of the courts of New Zealand.

11. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes any prior oral or written agreements, representations, or understandings.

CONTACT INFORMATION

Project Creator:

Name:

Dustin Dwayne N. Diaz

Email:

nepomucenodwayne@gmail.com

Phone:

+64 22 540 0799

Provider (for notices):

Name:

Jasmine Sison Taboy

Email:

tabo19@manukaumail.com

Phone:

0224032306

Provider (granting consent):

Full name (print):

Jasmine Sison Taboy

Signature:

Date:



15/09/2025


Project Creator:

Name:

Dustin Dwayne N. Diaz

Signature:

Date:



15/09/2025