



AIA[®] Document E201[™] – 2007

Digital Data Protocol Exhibit

This Agreement (*the "Agreement"*) is entered into

BETWEEN:

(Name, address and contact information, including electronic addresses)

AND:

(Name, address and contact information, including electronic addresses)

For the following Project:

(Name and location or address)

University of Minnesota Project Name:

University of Minnesota Project No.:

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 **GENERAL PROVISIONS**
- 2 **TRANSMISSION OF DIGITAL DATA**
- 3 **PROJECT PROTOCOL TABLE**

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Agreement establishes the procedures the parties agree to follow with respect to the transmission or exchange of Digital Data for this Project.

§ 1.1.1 The parties agree to incorporate this Agreement by reference into any other agreement for services or construction for the Project.

§ 1.1.2 Signatures may be made by electronic methods to the fullest extent permitted by applicable law.

§ 1.2 DEFINITIONS

§ 1.2.1 **Digital Data.** Digital Data is defined as information, communications, drawings, or designs created or stored for the Project in digital form.

Init.

§ 1.2.2 Confidential Information. Confidential Information is defined as Digital Data that the transmitting party has designated as confidential and clearly marked with an indication such as "Confidential" or "Business Proprietary."

§ 1.2.3 Written or In Writing. "Written" or "in writing" shall mean any communication, including without limitation a notice, consent or interpretation, prepared and sent to an address provided in this Agreement using a transmission method set forth in this Agreement that permits the recipient to print or store the communication. Communications transmitted electronically are presumed received if sent in conformance with this Section 1.2.3.

§ 1.2.4. Digital Construction Documents. Digital Construction Documents is defined as electronic copies of the Drawings and Specifications incorporated in the Contract Documents.

§ 1.2.5 Incorporation of Definitions. Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction, as modified by the Owner as of the date of this Agreement.

ARTICLE 2 TRANSMISSION OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the transmitting party to the receiving party that the transmitting party (1) is the copyright owner of the Digital Data, (2) has permission from the copyright owner to transmit the Digital Data for its use on the Project, or (3) is authorized to transmit Confidential Information.

§ 2.2 The receiving party agrees to keep Confidential Information strictly confidential and not to disclose it to any other person except to (1) its employees, (2) those who need to know the content of the Confidential Information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of Confidential Information.

§ 2.3 The transmitting party does not convey any right in the Digital Data or in the software used to generate the data. The receiving party may use the Digital Data only to the extent permission to do so is provided in the Contract Documents (including this Agreement), or in a separate license.

§ 2.4 Unless otherwise granted in a separate license, the receiving party's use, modification, or further transmission of the Digital Data, as provided in this Agreement, is specifically limited to the design and construction of the Project in accordance with the Project Protocols set forth in Article 3, and nothing contained in this Agreement conveys any other right to use the Digital Data for another purpose.

§ 2.5 To the fullest extent permitted by law, the receiving party shall indemnify and defend the transmitting party from and against all claims arising from or related to the receiving party's modification to, or unlicensed use of, the Digital Data.

§ 2.6 USE OF DIGITAL CONSTRUCTION DOCUMENTS

§ 2.6.1 The Architect, as a transmitting party, shall provide electronic copies of the Digital Construction Documents to the receiving party.

§ 2.6.2 The receiving party may copy and use the Digital Construction Documents in its discretion for any purpose related to the Project, including shop drawings, layout drawings, cost estimating and material take-off, subject to the following:

§ 2.6.2.1 the receiving party may rely on the Digital Construction Documents to the same extent, and subject to the same limitations, as the hard copy of Contract Documents, except as provided in this Agreement,

§ 2.6.2.2 delivery of the Digital Construction Documents shall not relieve the receiving party of responsibility for confirming as-built and field conditions, reviewing all Contract Documents for consistency, and providing all work and services in accordance with all Contract Documents,

§ 2.6.2.3 in the event of any discrepancy between the hard copy of the Contract Documents and the Digital Construction Documents, the hard copy of the Contract Documents shall control,

§ 2.6.2.4 if any Digital Construction Document consists of "layers" or other information that may be selectively viewed and printed, the receiving party is responsible for performing its Work or services in accordance with the layers and information printed in the hard copy of the Contract Documents,

§ 2.6.2.5 the receiving party shall be responsible for determining that the level of accuracy and completeness of the Digital Construction Documents is appropriate for the receiving party's purposes,

§ 2.6.2.6 the receiving party shall be responsible for determining whether any modifications to the Contract Documents affects any work or services the receiving party provides on the basis of Digital Construction Documents issued before the date of the modification, and

§ 2.6.2.7 the receiving party shall be solely responsible for determining whether the Digital Construction Documents are suitable for the receiving party's intended use and for any modifications to the Digital Construction Documents, including without limitation, enlargement, reduction, additions and deletions.

ARTICLE 3 PROJECT PROTOCOL TABLE

§ 3.1 The parties agree to comply with the data formats, transmission methods and permitted uses set forth in the Project Protocol Table below when transmitting or using Digital Data on the Project.

(Complete the Project Protocol Table by entering information in the spaces below. Adapt the table to the needs of the Project by adding, deleting or modifying the listed Digital Data as necessary. Use Section 3.2 Project Protocol Table Definitions to define abbreviations placed, and to record notes indicated, in the Project Protocol Table.)

Digital Data	Data Format	Transmitting Party	Transmission Method	Receiving Party	Permitted Uses	Notes (Enter #)
§ 3.1.1 Project Agreements and Modifications						
§ 3.1.2 Project communications						
General communications						
Meeting notices						
Agendas						
Minutes						
Requests for information						
Other:						
§ 3.1.3 Architect's pre-construction submittals						
Schematic Design Documents						
Design Development Documents						
Construction Documents						
§ 3.1.4 Architect's Drawings and Specifications						
Contract Documents						
Drawings						
Specifications						
Other:						
§ 3.1.5 Contractor's submittals						
Product data						
Submitted by Contractor						
Returned by Architect						
Shop drawings						
Submitted by Contractor						
Returned by Architect						
Other submittals:						
§ 3.1.6 Subcontractor's submittals						
Product data						
Submitted by Subcontractor						
Returned by Contractor						
Shop drawings						
Submitted by Subcontractor						
Returned by Contractor						

Other Submittals:						
§ 3.1.7 Modifications						
Architect's Supplemental Instructions						
Requests for proposal						
Proposal						
Modification communications						
§ 3.1.8 Project payment documents						
§ 3.1.9 Notices and Claims						
Other:						
§ 3.1.10 Closeout documents						
Record documents						

§ 3.2 PROJECT PROTOCOL TABLE DEFINITIONS

(Below are suggested abbreviations and definitions. Delete, modify or add as necessary.)

Data Format:

(Provide required data format, including software version.)

W .doc, Microsoft® Word 2002

Transmitting Party:

- O Owner
- A Architect
- C Contractor

Transmission Method:

- EM Via e-mail
- EMA As an attachment to an e-mail transmission
- CD Delivered via Compact Disk
- PS Posted to Project Web site
- FTP FTP transfer to receiving FTP server

Receiving Party:

- O Owner
- A Architect
- C Contractor

Permitted Uses:

(Receiving Party's permitted use(s) of Digital Data)

- S Store and view only
- R Reproduce and distribute
- I Integrate (incorporate additional digital data without modifying data received)
- M Modify as required to fulfill obligations for the Project

Notes:

(List by number shown on table.)

This Agreement is entered into as of the date of last signature below.

CONTRACTOR

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

Date: _____

Date: _____



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Additions and Deletions Report for AIA[®] Document E201[™] – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:27:34 on 07/10/2009.

PAGE 1

This ~~Exhibit is incorporated into the accompanying agreement (the "Agreement") dated the ___ day of ___ in the year ___~~
~~(In words, indicate day, month and year)~~ Agreement (the "Agreement") is entered into

...

(Name and location or address)

University of Minnesota Project Name:

University of Minnesota Project No.:

For use on University of Minnesota Projects only and published pursuant to License No. M28100 granted by The American Institute of Architects. Publication by the University of Minnesota is not to be construed as consent to further publication or as a publication in derogation of rights reserved by The American Institute of Architects.

...

§ 1.1 This ~~Exhibit Agreement~~ establishes the procedures the parties agree to follow with respect to the transmission or exchange of Digital Data for this Project. ~~Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.~~

§ 1.1.1 The parties agree to incorporate this ~~Exhibit Agreement~~ by reference into any other agreement for services or construction for the Project.

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§ 1.2.3 Written or In Writing. ~~In addition to any definition in the Agreement to which this Exhibit is attached,~~
~~"written"~~ "Written" or "in writing" shall mean any communication, including without limitation a notice, consent or interpretation, prepared and sent to an address provided in this ~~Exhibit Agreement~~ using a transmission method set forth in this ~~Exhibit Agreement~~ that permits the recipient to print or store the communication. Communications transmitted electronically are presumed received if sent in conformance with this Section 1.2.3.

§ 1.2.4. Digital Construction Documents. Digital Construction Documents is defined as electronic copies of the Drawings and Specifications incorporated in the Contract Documents.

§ 1.2.5 Incorporation of Definitions. Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction, as modified by the Owner as of the date of this Agreement.

...

§ 2.3 The transmitting party does not convey any right in the Digital Data or in the software used to generate the data. The receiving party may ~~not~~ use the Digital Data ~~unless~~ only to the extent permission to do so is provided in the Agreement, in other documents incorporated by reference into the Agreement, such as the general conditions of the contract for construction, Contract Documents (including this Agreement), or in a separate license.

§ 2.4 Unless otherwise granted in a separate license, the receiving party's use, modification, or further transmission of the Digital Data, as provided in ~~the~~ this Agreement, is specifically limited to the design and construction of the Project in accordance with the Project Protocols set forth in Article 3, and nothing contained in this ~~Exhibit Agreement~~ conveys any other right to use the Digital Data for another purpose.

...

§ 2.6 USE OF DIGITAL CONSTRUCTION DOCUMENTS

§ 2.6.1 The Architect, as a transmitting party, shall provide electronic copies of the Digital Construction Documents to the receiving party.

§ 2.6.2 The receiving party may copy and use the Digital Construction Documents in its discretion for any purpose related to the Project, including shop drawings, layout drawings, cost estimating and material take-off, subject to the following:

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§ 2.6.2.3 in the event of any discrepancy between the hard copy of the Contract Documents and the Digital Construction Documents, the hard copy of the Contract Documents shall control,

§ 2.6.2.4 if any Digital Construction Document consists of "layers" or other information that may be selectively viewed and printed, the receiving party is responsible for performing its Work or services in accordance with the layers and information printed in the hard copy of the Contract Documents,

§ 2.6.2.5 the receiving party shall be responsible for determining that the level of accuracy and completeness of the Digital Construction Documents is appropriate for the receiving party's purposes,

§ 2.6.2.6 the receiving party shall be responsible for determining whether any modifications to the Contract Documents affects any work or services the receiving party provides on the basis of Digital Construction Documents issued before the date of the modification, and

§ 2.6.2.7 the receiving party shall be solely responsible for determining whether the Digital Construction Documents are suitable for the receiving party's intended use and for any modifications to the Digital Construction Documents, including without limitation, enlargement, reduction, additions and deletions.

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<u>§ 3.1.1</u> Project Agreements and Modifications						
<u>§ 3.1.2</u> Project communications						
General communications						
Meeting notices						
Agendas						
Minutes						
Requests for information						

EM Via e-mail
EMA As an attachment to an e-mail transmission
CD Delivered via Compact Disk
PS Posted to Project Web site
FTP FTP transfer to receiving FTP server

Receiving Party:

O Owner
A Architect
C Contractor

Permitted Uses:

(Receiving Party's permitted use(s) of Digital Data)

S Store and view only
R Reproduce and distribute
I Integrate (incorporate additional digital data without modifying data received)
M Modify as required to fulfill obligations for the Project

Notes:

(List by number shown on table.)

This Agreement is entered into as of the date of last signature below.

CONTRACTOR

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

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Date: _____

Date: _____



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Nick Deffley, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:27:34 on 07/10/2009 under Order No. 1000391465_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document E201™ – 2007 - Digital Data Protocol Exhibit, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)