

DRAFT AIA[®] Document E201[™] - 2007

Digital Data Protocol Exhibit

This Exhibit is incorporated into the accompanying agreement (the "Agreement") dated the « » day of « » in the year « 2015 »
(In words, indicate day, month and year.)

BETWEEN:

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

«City of Durham»«City of Durham »
«101 City Hall Plaza
Durham, NC 27701»
«Telephone Number: 919-560-4197»
«Fax Number: 919.560.4970 »

AND:

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

«O'Brien Atkins»«, O'Brien/Atkins Associates P.A.»
«5001 South Miami Blvd.
Durham, NC 27703»
«Telephone Number: 919-941-9000»
«Fax Number: 919-941-9006»

for the following Project:

(Name and location or address)

«Durham Police Headquarters Complex»
«113 S Elizabeth St, Parcel ID 102868, 2.837 acres
601 E Ramseur St, Parcel ID 102870, 0.235 acres
605 E Ramseur St, Parcel ID 102871, 0.17 acres
101 S Elizabeth St, Parcel ID 102869, 0.747 acres
616 E Main St, Parcel ID 102890, 0.45 acres
102 Hood St, Parcel ID 102889, 0.084 acres»

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TABLE OF ARTICLES

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit 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 by reference into any other agreement for services or construction for the Project.

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.

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

§ 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.

§ 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. In addition to any definition in the Agreement to which this Exhibit is attached, "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 using a transmission method set forth in this Exhibit 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.

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 not use the Digital Data unless 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, 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 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 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.

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						

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:

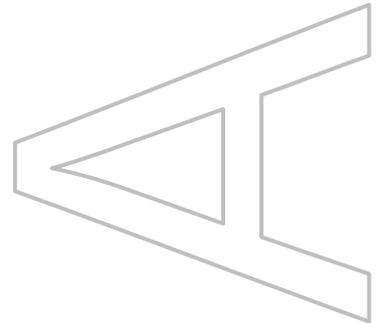
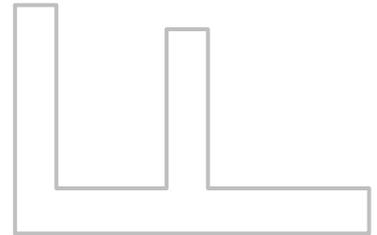
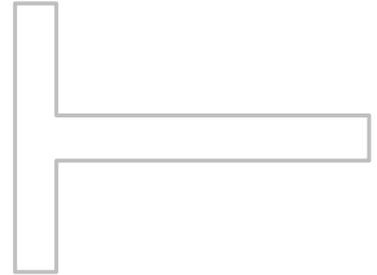
(Receiving Party's permitted use(s) of Digital Data)

- 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.)

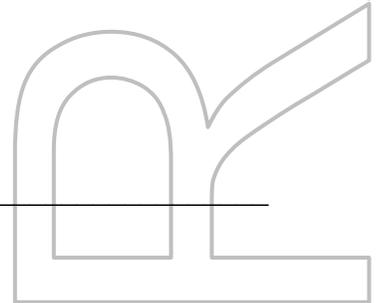
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ATTEST:

CITY OF DURHAM

By: _____

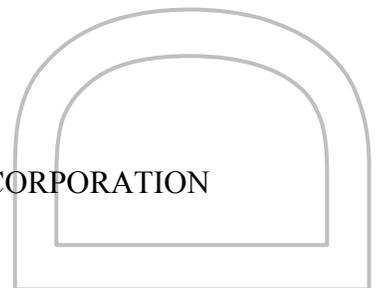


preaudit certificate, if applicable _____

State of _____

ACKNOWLEDGMENT BY CORPORATION

County of _____



I, a notary public in and for the aforesaid county and state, certify that _____ personally appeared before me this day and stated that he or she is

(strike through the inapplicable:) chairperson/ president/ chief executive officer/ vice-president/ assistant vice-president/ treasurer/ chief financial officer of O'Brien/Atkins Associates P.A., a corporation, and that by authority duly given and as the act of the corporation, he or she signed, under seal, the foregoing contract or agreement with the City of Durham. This the _____ day of _____, 20_____.

My commission expires: _____

Notary Public

