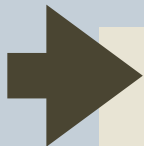


protecting our files

the AIA C106 and the AIA E203 2013



The two AIA documents described below protect us and the project team from the misuse of our files - intentional or unintentional.

Always attach one of them - as applicable - when sending your files to others, including owners, contractors, consultants, vendors, etc.

THE AIA C106 - 2013 Digital Data Licensing Agreement

AIA description of the document: “AIA Document C106™–2013 serves as a licensing agreement between two parties who otherwise have no existing licensing agreement for the use and transmission of digital data, including instruments of service. AIA Document C106–2013 defines digital data as information, communications, drawings, or designs created or stored for a specific project in digital form. C106 allows one party to (1) grant another party a limited non-exclusive license to use digital data on a specific project, (2) set forth procedures for transmitting the digital data, and (3) place restrictions on the license granted. In addition, C106 allows the party transmitting digital data to collect a licensing fee for the recipient’s use of the digital data.”

WHEN TO USE

- USE THIS DOCUMENT when you are sending your files to be used for purposes **other than** to modify the design (including all disciplines), for example, when the files are going to be used for recording “as built” changes, or for future maintenance purposes, and such.

FOR more information, google the AIA guide for using the AIA E203

THE AIA E203 - 2013 Building Information Modeling and Digital Data Exhibit

AIA description of the document: “AIA Document E203™–2013 **is not a stand-alone document**, but must be attached as an exhibit to an existing agreement, such as the AIA Document B101™–2007, Standard Form of Agreement Between Owner and Architect, or A101™–2007, Agreement Between Owner and Contractor. Its purpose is to establish the parties’ expectations for the use of digital data and building information modeling (BIM) on the project and provide a process for developing the detailed protocols and procedures that will govern the development, use, transmission and exchange of digital data and BIM on the project. Once agreed to, E203–2013 states that the relevant protocols and procedures will be set forth in AIA Documents G201™–2013, Project Digital Data Protocol Form and G202™–2013, Project Building Information Modeling Protocol Form. E203 does not create a separate license to use digital data because AIA documents for design or construction, to which E203 would be attached, already include those provisions. Parties not covered under such agreements should consider executing AIA Document C106™–2013, Digital Data Licensing Agreement.”

WHEN TO USE

- USE THIS DOCUMENT when you are part of a team working in a model in any size project, and you need to establish the rights associated with building information modeling and digital data.
- This document must be attached to a pre-existing agreement, - cannot be used on its own, and must be accompanied by the description of the protocols to be used.

Before using contact your principal, Josh, or Gloria. If necessary, call our lawyers.

AIA[®] Document C106™ – 2013

Digital Data Licensing Agreement

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

BETWEEN the Party transmitting Digital Data ("Transmitting Party"):
(Name, address and contact information, including electronic addresses)

and the Party receiving the Digital Data ("Receiving Party"):
(Name, address and contact information, including electronic addresses)

for the following Project:
(Name and location or address)

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

The Transmitting Party and Receiving Party agree as follows.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 TRANSMISSION OF DIGITAL DATA
- 3 LICENSE CONDITIONS
- 4 LICENSING FEE OR OTHER COMPENSATION
- 5 DIGITAL DATA

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The purpose of this Agreement is to grant a license from the Transmitting Party to the Receiving Party's use of Digital Data on the Project, and to set forth the license terms.

§ 1.2 This Agreement is the entire and integrated agreement between the parties, and this Agreement does not create any other contractual relationship between the parties.

§ 1.3 For purposes of this Agreement, the term Digital Data is defined to include the following:

§ 1.3.1 Confidential Digital Data is defined as Digital Data containing confidential information that the Transmitting Party designates and clearly marks as "confidential."

ARTICLE 2 TRANSMISSION OF DIGITAL DATA

§ 2.1 The Transmitting Party grants to the Receiving Party a nonexclusive limited license to use the Digital Data solely and exclusively to perform services for, or construct the Project, on the terms and conditions set forth in this Agreement.

Init. / AIA Document C106™ – 2013. Copyright © 2007 and 2013 by The American Institute of Architects. All rights reserved. This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:42:44 on 12/18/2014 under Order No.9470389840_1 which expires on 11/18/2015, and is not for resale. User Notes: (1664246593)

AIA[®] Document E203™ – 2013

Building Information Modeling and Digital Data Exhibit

This Exhibit dated the Twenty-eighth day of October in the year Two Thousand Fourteen is incorporated into the agreement (the "Agreement") between the Parties for the following Project:
(Name and location or address of the Project)

CREC New Two Rivers High School
Bloomfield, CT

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA
- 3 DIGITAL DATA PROTOCOLS
- 4 BUILDING INFORMATION MODELING PROTOCOLS
- 5 OTHER TERMS AND CONDITIONS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit provides for the establishment of protocols for the development, use, transmission, and exchange of Digital Data for the Project. If Building Information Modeling will be utilized, this Exhibit also provides for the establishment of the protocols necessary to implement the use of Building Information Modeling on the Project, including protocols that establish the expected Level of Development for Model Elements at various milestones of the Project, and the associated Authorized Uses of the Building Information Models.

§ 1.2 The Parties agree to incorporate this Exhibit into their agreements with any other Project Participants that may develop or make use of Digital Data on the Project. Prior to transmitting or allowing access to Digital Data, a Party may require any Project Participant to provide reasonable evidence that it has incorporated this Exhibit into its agreement for the Project, and agreed to the most recent Project specific versions of AIA Document G201™–2013, Project Digital Data Protocol Form and AIA Document G202™–2013, Project Building Information Modeling Protocol Form.

§ 1.2.1 The Parties agree that each of the Project Participants utilizing Digital Data on the Project is an intended third party beneficiary of the Section 1.2 obligation to incorporate this Exhibit into agreements with other Project Participants, and any rights and defenses associated with the enforcement of that obligation. This Exhibit does not create any third-party beneficiary rights other than those expressly identified in this Section 1.2.1.

§ 1.3 Adjustments to the Agreement

§ 1.3.1 If a Party believes that protocols established pursuant to Sections 3.2 or 4.5, and memorialized in AIA Documents G201–2013 and G202–2013, will result in a change in the Party's scope of work or services warranting an adjustment in compensation, contract sum, schedule or contract time, the Party shall notify the other Party. Failure to provide notice as required in this Section 1.3 shall result in a Party's waiver of any claims for

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.

This document is intended to be incorporated into an agreement between the parties and used in conjunction with AIA Documents G201™–2013, Project Digital Data Protocol Form, and G202™–2013, Building Information Modeling Protocol Form. It is anticipated that other Project Participants will incorporate a project specific E203–2013 into their agreements, and that the Parties and other Project Participants will set forth the agreed-upon protocols in AIA Documents G201–2013 and G202–2013.

Init. / AIA Document E203™ – 2013. Copyright © 2013 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:42:44 on 12/18/2014 under Order No.9470389840_1 which expires on 11/18/2015, and is not for resale. User Notes: (1664246593)