

# Data Transfer Agreement

**Gensler**

<b>Entity Requesting Data ("Transferee")</b>	<b>Transferee Contact Name</b>
<b>Project</b>	<b>Project Number</b>
<b>Client</b>	<b>Date</b>
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Transferee has asked Gensler to provide electronic copies of, or access to, certain drawings, specifications, or other documents, CAD data files, and/or building information models (collectively, "Data") prepared by Gensler and/or its consultants (collectively "Gensler") for the Project. Gensler agrees to provide Transferee with the requested Data, under the terms of this Data Transfer Agreement ("Agreement").

1. The transfer of the Data is not and shall not be deemed a sale. The Data are instruments of service. Gensler shall be deemed the Data's author and shall retain all proprietary rights, including any copyrights, embodied therein.
2. Transferee may transfer the Data to its contractors, subcontractors, suppliers, and consultants (collectively "Others"), provided Transferee requires the Others to be bound by this Agreement as if they were the Transferee in this Agreement. Transferee and Others may use the Data only for purposes related to the Project.
3. Transferee acknowledges that anomalies and errors may occur when the Data is transferred electronically or used in an incompatible computer environment. Transferee solely accepts the risks associated with, and the responsibility for, any damages to hardware, software, computer systems, or networks related to the Data's transfer or use. Gensler shall have no responsibility to provide software or training to allow Transferee to use the Data.
4. Gensler shall have no duty to modify or update the Data. Gensler may retain an archival copy of the Data, which shall be conclusive proof and govern in any dispute over the Data's form or content.
5. Transferee agrees to indemnify, defend and hold Gensler, its officers, directors, shareholders, employees, agents, and consultants harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing to or resulting from any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including, but not limited to, injuries, death or economic losses, arising out of Transferee's or Others' use, reuse, transfer, or modification of the Data, except where a court or forum of competent jurisdiction determines that Gensler is solely liable for such damages or losses.
6. If Transferee fails to perform or observe any of the terms of this Agreement, Gensler may demand, and Transferee immediately shall return, the Data and any copies thereof.
7. To the extent the Data include building information models ("Models"), the parties agree to the following additional terms: (i) The Models are intended for the purpose of communicating design intent. While they may be helpful to illustrate conflicts or inconsistencies in the design, the Models may not detect all conflicts or inconsistencies. (ii) Any use of the Models for the purpose of generating quantity take-offs or cost estimates, or for fabrication, will be at the Transferee's sole risk. (iii) As with Gensler's other services and deliverables, the Models will be prepared using that degree of skill and care exercised by licensed professionals practicing in the same community, under the same or similar circumstances. The Models may contain, or be based upon, data or information provided by others. Gensler has relied upon such data or information as is consistent with this standard of care. (iv) Information contained in the Models will not be construed to dictate construction means or methods, which will remain the contractor's responsibility. (v) To the extent of any conflict between information contained in, or generated by, the Models and Gensler's drawings and specifications, the latter documents will prevail.
8. This Agreement shall be governed by the law of the location of Gensler's office identified at the bottom of this Agreement.
9. In any legal proceeding to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs of defense.
10. Unless otherwise explicitly agreed to in writing by the parties, this Agreement shall govern any and all future data transfers to Transferee by Gensler.

<b>Gensler Authorization by</b>	<b>Date Signed</b>
Input Principal or Managing Principal's name here	
<b>Transferee Authorization by</b>	<b>Date Signed</b>