

**ATTACHMENT**

**Terms and conditions for digital deliveries with respect to design contracts within construction works**

This attachment governs the terms and conditions for the digital information that the employer provides to the contractor as the parties have agreed upon in accordance with the below stated assignment contract.

**1. Generally**

1	Contract designation	<div style="border: 1px solid black; width: 100%; height: 30px;"></div>
2	Client	<div style="border: 1px solid black; width: 100%; height: 30px;"></div>
3	Consultant	<div style="border: 1px solid black; width: 100%; height: 30px;"></div>
4	Contract date	<div style="border: 1px solid black; width: 100%; height: 30px;"></div>
5	Date of any amendments to this Attachment Governing the Terms and Conditions	<div style="border: 1px solid black; width: 100%; height: 30px;"></div>

**2. General information as to digital deliveries**

7  The delivery constitutes a part of the result of the design contract, phase:

**3. The delivery specification concerning the digital information**

9 The delivery specification document describes those requirements that the client places on the delivery of digital information in this design contract.

10  The delivery specification is stated in the following attachments (dated and labeled with the contract designation):

11  The delivery specification is drafted in accordance with the following documents:

12  The digital delivery according to these terms and conditions contains information batches that are to be considered as descriptive in accordance with the design contract. Such information batches shall have a specific designation of status that is to appear based on the delivery specification.

13  The information batches of the digital delivery shall contain information as to the responsible party, in other words, the party generating the information. How the labeling has been made shall appear from the delivery specification.

14  The digital delivery according to these terms and conditions shall contain information as to the version of the information batches and when this version was generated. How the version is to be labeled shall be stated in the delivery specification.

#### 15 **4. Delivery and inspection upon receipt of the digital information**

##### 16 **4.1 The delivery**

17 Known errors, deficiencies and deviations from the delivery specification shall be documented in writing and accompany each delivery.

18 Each delivered information batch shall be accompanied by documentation stating any changes in the projected data.

19  Manner of delivery (if not stated in the delivery specification):

##### 20 **4.2 Inspection upon receipt**

21 Inspection upon receipt shall be performed by the client in order to verify that the delivered information is consistent with the delivery specification in accordance with chapter 3 of this attachment governing the terms and conditions.

22  Inspection upon receipt shall be performed in accordance with the method stated in the following documents (unless the method is stated in the delivery specification):

23  A receipt is to be provided for received information upon its reception.

24  Received information shall be approved in writing after inspection upon receipt has been performed.

#### 25 **5. The client's right of use with respect to the delivered digital information**

26 The client's right to use the delivered digital information is limited to the purpose agreed upon in accordance with the contract executed between the parties and to which these terms and conditions constitute an attachment.

27  The client has the right to use the delivered digital information in its own systems without changing the information and/or the information structure.

28  The client has the right to use and adjust the delivered digital information to its own systems and also change the information and/or information structure.

29  Delivered digital information exempted from the client's right of use:

30  The client has the right to transfer the delivered digital information to another party without the consultant's written consent.

31 **6. The consultant's liability for delivered digital information**

32 The consultant is liable only for the correctness of the delivered digital information in its condition at the time of the delivery.

33 The consultant is liable for that the digital information fulfills the requirements in the delivery specification in accordance with chapter 3 in this attachment governing the terms and conditions, wherewith any deviations in accordance with chapter 4 shall be noted.

34 The performed inspection upon receipt as well as any approval by the client of the delivery does not discharge the consultant from liability for the delivered digital information.

35  The consultant is only liable for such delivered information that the consultant itself has generated and by such information being labeled in accordance to that which is stated in the delivery specification in accordance to chapter 3 of this attachment governing the terms and conditions:

<p>36 The liability encompasses all provided digital information, in other words, the consultant is responsible for all excess information being removed.</p> <p>37 The liability encompasses only provided digital information as specified in the delivery specification. In cases of excess information that can arise or for information that has been designated below, the consultant has no liability.</p>
---

38  The liability does not encompass the following delivered digital information:

--

39 **7. Archiving of delivered digital information**

<p>40 The client is responsible for archiving the delivered digital information.</p> <p>41 The consultant is responsible for archiving the digital information and undertakes to keep it in readable form in accordance with the delivery specification for _____ years after the date of the contract.</p>
---

42 **8. Miscellaneous**

--