

## Electronic Data Transfer: Receiving Information from Others

Contributed by Victor O. Schinnerer & Company Inc.

Revised February 2007

---

*The AIA collects and disseminates Best Practices as a service to AIA members without endorsement or recommendation. Appropriate use of the information provided is the responsibility of the reader.*

---

### **CONSULT YOUR ATTORNEY**

The information herein should not be regarded as a substitute for legal advice. Readers are strongly advised to consult an attorney for advice regarding any matter related to electronic data transfer.

### **SUMMARY**

Electronically received information has an inherent risk for the recipient: it may be inaccurate. Therefore, architects have a responsibility to verify that information received electronically is correct and complete before transmitting the received information. To lessen the risks involved with receiving electronic data, architects can implement a few simple procedures, including amending the owner-architect agreement to transfer a reasonable level of risk to the owner. This article is part of a series on electronic data transfer. See Resources/More Best Practices for related Best Practices articles.

### **PRINT VERSUS ELECTRONIC INFORMATION**

Architects may generally rely on information from other parties in print form; the party supplying the information is responsible for its accuracy. Print documents are not easily subject to undetectable alteration and so are typically accepted as record documents in legal proceedings.

Information in a print document cannot be easily transformed or incorporated into another document. Instead, the recipient typically uses print information from another party for reference in the creation of new documents. The integrity of the original information remains intact, as the author created it, and can be easily authenticated. Therefore, the original author can be held responsible for its contents.

### **RISKS OF RECEIVING ELECTRONIC DATA**

In contrast to print information, the integrity of information transmitted electronically cannot be assured. Electronic information is subject to undetectable alteration or electronic corruption from

the moment it leaves the author's possession. It is also easy, and common, for the recipient of electronic information to incorporate it directly into new documents, with no clear delineation between the information received from another party and the information created by the recipient. For these reasons, courts have generally held that the party supplying electronic information cannot be held responsible for it.

Architects tend to express greater concern about the electronic information they transmit than about the electronic information they receive from others. Ironically, however, until authorship of electronic documents can be authenticated and until they cannot be altered undetectably, the risk of electronic data transfer will be greater for the recipient than for the original author. The recipient assumes full responsibility for any information received electronically and incorporated into any documents created by the recipient.

Architects frequently receive information from the owner that other design professionals have prepared. Those design professionals are responsible for their work and may be held liable for it. But if an architect receives such information in electronic form and relies on it without implementing necessary safeguards, the architect may be held liable for any errors in the architect's work that originated in the information supplied.

For example, if an architect relies on a signed and sealed property survey by a licensed surveyor employed directly by the owner, the surveyor can be held responsible for any errors in the survey. If, however, the architect receives the survey data electronically and relies solely on the information in that form, the architect is likely to be held responsible for any errors in the architect's work, including any errors that arise from the survey data, because the surveyor's responsibility for any error cannot be established beyond a reasonable doubt.

### **MITIGATE THE RISKS**

Because of the apparent advantages in efficiency, the electronic exchange of data is likely to become

more, not less, common. One can mitigate the risks of receiving electronic data by implementing a few simple procedures:

- Require that all documents received electronically and upon which you intend to rely to prepare your own instruments of service be accompanied by a signed and sealed paper copy.
- Require that your staff compare the contents of the electronic document with the paper record copy to verify that the contents are identical. Make your staff aware that the firm assumes the risk of relying solely on the contents of electronic documents.
- Amend the owner-architect agreement so that the parties explicitly acknowledge and agree that electronic information supplied to the architect by the owner or other parties employed by the owner shall be treated in the same manner as information supplied in print. This will place the risk of electronic data transfer on the owner, not the authors of such data. It is the owner's responsibility to transfer this risk to such authors by contractual agreement.

### TRANSFER THE RISK

The building owner is the primary beneficiary of electronic data exchange. While an architect should exercise diligence in verifying that information received electronically is correct and complete, it is reasonable for the owner to assume any risks beyond the architect's control. Legal counsel advising the architect and the owner might agree on language to amend the owner-architect agreement as follows:

*The Owner, its officers and representatives waive any claim against the Architect and agree to release, defend, indemnify and hold harmless the Architect from any claim or liability for injury, loss or damage arising from any aspect of the Project other than the negligence of the Architect in providing its services under this Agreement. The Architect shall be entitled to rely on the accuracy of information furnished by the Owner or by other parties employed by or providing services to the Owner, including information furnished electronically. The Architect shall not be required to verify the accuracy of such information or review and certify it for compliance with applicable laws, statutes, ordinances, codes, rules and regulations. Further, the Owner agrees to compensate the Architect for any time spent or expenses incurred in defense of any such claim or liability resulting from the use of information provided*

*by others, such compensation to be based upon the fee schedule and expense reimbursement terms of this Agreement.*

## RESOURCES

### More Best Practices

The following AIA Best Practices provide additional information related to this topic:

- 10.02.02 Electronic Data Transfer: A Guide To Managing Opportunities and Risks
- 10.02.04 Electronic Data Transfer: Project-Specific Web Sites
- 10.02.05 Electronic Data Transfer: Electronic Signatures
- 10.02.06 Watch Your Language: The Risks of E-mail

### For More Information on This Topic

See also "Technology and Information Systems" by Michael Tardif, Assoc. AIA, *The Architect's Handbook of Professional Practice*, 13th edition, Chapter 13, page 373.

See also the 14th edition of the *Handbook*, which can be ordered from the AIA Bookstore by calling 800-242-3837 (option 4) or by email at [bookstore@aia.org](mailto:bookstore@aia.org)



### Feedback

The AIA welcomes member feedback on Best Practice articles. To provide feedback on this article, please contact [bestpractices@aia.org](mailto:bestpractices@aia.org).

### Key Terms

- Practice
- Information management
- Office information resources
- Office archives



Two Wisconsin Circle  
Chevy Chase, MD 20815-7022  
301-951-9746  
[www.planetAEC.com](http://www.planetAEC.com)