



AIA[®] Document Comparison

B102TM – 2007 Compared to B141TM – 1997 Part 1

B102–2007 is reproduced in sequential order in the right hand column. The corresponding B141–1997 Part 1 text is shown in the opposing left hand column. Where no corresponding text exists, the opposing left or right column is empty. B141–1997 text may not appear in sequential order, and may be subdivided to appear opposite the corresponding B102–2007 text. Notes explain text relocations. Some B141–1997 Part 1 text may now be found in B201TM–2007, which replaces B141–1997 Part 2.

B141 TM – 1997 Part 1	B102 TM – 2007
TITLE	TITLE
<i>Standard Form of Agreement Between Owner and Architect</i>	<i>Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services</i>
COVER PAGE	COVER PAGE
<p>AGREEMENT made as of the day of in the year <i>(In words, indicate day, month and year)</i></p> <p>BETWEEN the Architect's client identified as the Owner: <i>(Name, address and other information)</i></p> <p>and the Architect: <i>(Name, address and other information)</i></p> <p>For the following Project: <i>(Include detailed description of Project)</i></p> <p>The Owner and Architect agree as follows.</p>	<p>AGREEMENT made as of the day of in the year <i>(In words, indicate day, month and year)</i></p> <p>BETWEEN the Owner: <i>(Name, address and other information)</i></p> <p>and the Architect: <i>(Name, address and other information)</i></p> <p>for the following Project: <i>(Name, location and detailed description)</i></p> <p>The Owner and Architect agree as follows.</p>
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ARTICLE 1.1 INITIAL INFORMATION	
<div style="border: 1px solid black; padding: 5px;"> <p><i>Note: For Initial Information, refer to B201–2007 Article 1.</i></p> </div>	
<p>§ 1.1.1 This Agreement is based on the following information and assumptions. <i>(Note the disposition for the following items by inserting the requested information or a statement such as “not applicable,” “unknown at time of execution” or “to be determined later by mutual agreement.”)</i></p>	
§ 1.1.2 PROJECT PARAMETERS	
<p>§ 1.1.2.1 The objective or use is: <i>(Identify or describe, if appropriate, proposed use or goals.)</i></p>	
<p>§ 1.1.2.2 The physical parameters are: <i>(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)</i></p>	
<p>§ 1.1.2.3 The Owner’s Program is: <i>(Identify documentation or state the manner in which the program will be developed.)</i></p>	
<p>§ 1.1.2.4 The legal parameters are: <i>(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)</i></p>	
<p>§ 1.1.2.5 The financial parameters are as follows.</p> <ol style="list-style-type: none"> .1 Amount of the Owner’s overall budget for the Project, including the Architect’s compensation, is: .2 Amount of the Owner’s budget for the Cost of the Work, excluding the Architect’s compensation, is: 	
<p>§ 1.1.2.6 The time parameters are: <i>(Identify, if appropriate, milestone dates, durations or fast track scheduling.)</i></p>	
<p>§ 1.1.2.7 The proposed procurement or delivery method for the Project is: <i>(Identify method such as competitive bid, negotiated contract, or construction management.)</i></p>	
<p>§ 1.1.2.8 Other parameters are: <i>(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)</i></p>	
§ 1.1.3 PROJECT TEAM	
<p>§ 1.1.3.1 The Owner’s Designated Representative is: <i>(List name, address and other information.)</i></p>	

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<p>§ 1.2.3.2 . . . The Architect shall submit for the Owner’s approval a schedule for the performance of the Architect’s services which initially shall be consistent with the time periods established in Section 1.1.2.6 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.</p> <p><i>Note: For this portion of Section 1.2.3.2, refer to B201–2007 Section 2.1.3.</i></p>	
<p>§ 1.2.3.3 The Architect’s Designated Representative identified in Section 1.1.3 shall be authorized to act on the Architect’s behalf with respect to the Project.</p>	<p>§ 1.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.</p>
<p><i>Note: For Section 1.2.3.4, refer to B102 Section 7.8.</i></p>	
<p>§ 1.2.3.5 Except with the Owner’s knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect’s professional judgment with respect to this Project.</p>	<p>§ 1.4 Except with the Owner’s knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect’s professional judgment with respect to this Project.</p>
<p>§ 1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect’s services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.</p> <p><i>Note: For Section 1.2.3.6, refer to B201–2007 Section 2.1.5.</i></p>	
<p>§ 1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.</p> <p><i>Note: For B141 Section 1.2.3.7, refer to B201–2007 Section 2.1.2.</i></p>	
	<p>§ 1.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost: <i>(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)</i></p> <ol style="list-style-type: none"> .1 General Liability .2 Automobile Liability .3 Workers’ Compensation .4 Professional Liability

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ARTICLE 2 OWNER'S RESPONSIBILITIES	
§ 1.2.2 OWNER	
<p>§ 1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.</p>	<p>§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.</p>
<p>§ 1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><i>Note: For Section 1.2.2.2, refer to B201–2007 Section 4.1.</i></p> </div>	
<p>§ 1.2.2.3 The Owner's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.</p>	<p>§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.</p>
<p>§ 1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Section 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.</p>	<p>§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.</p>
<p>§ 1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><i>Note: For Section 1.2.2.5, refer to B201–2007 Section 4.4.</i></p> </div>	

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<p>§ 1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.</p>	<p>§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.</p>
<p>§ 1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect’s Instruments of Service.</p>	<p>§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect’s Instruments of Service.</p>
ARTICLE 1.3 TERMS AND CONDITIONS	
<p>§ 1.3.1 COST OF THE WORK</p> <p>§ 1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.</p> <p>§ 1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.</p> <p>§ 1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect’s consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><i>Note: For Section 1.3.1, refer to B201–2007 Section 5.1.</i></p> </div>	
ARTICLE 3 COPYRIGHTS AND LICENSES	
<p>§ 1.3.2 INSTRUMENTS OF SERVICE</p>	
<p>§ 1.3.2.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.</p>	<p>§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.</p>
<p>§ 1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect’s consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.</p>	<p>§ 3.2 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be</p>

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<p>§ 1.3.2.3 . . . Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect’s consultants. . . .</p> <p><i>Note: For the remainder of Section 1.3.2.3, refer to B102 Sections 3.3 and 3.4.</i></p>	<p>construed as publication in derogation of the reserved rights of the Architect and the Architect’s consultants.</p>
<p>§ 1.3.2.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect’s Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect’s consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner’s possession or control. . . .</p> <p><i>Note: For the last sentence of Section 1.3.2.2, refer to B102 Section 3.3.1.</i></p> <p>§ 1.3.2.3 . . . However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 1.3.2.2.</p> <p><i>Note: For the remainder of Section 1.3.2.3, refer to B102 Section 3.4.</i></p>	<p>§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect’s Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect’s consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner’s consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.</p>
<p>§ 1.3.2.2 . . . If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.</p> <p><i>Note: For the remainder of Section 1.3.2.2, refer to B102 Section 3.3.</i></p>	<p>§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect’s consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner’s use of the Instruments of Service under this Section 3.3.1.</p>
<p>§ 1.3.2.3 Except for the licenses granted in Section 1.3.2.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. . . . The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written</p>	<p>§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner’s sole risk and without liability to the Architect and the Architect’s consultants.</p>

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<p>agreement of the Architect and the Architect’s consultants. Any unauthorized use of the Instruments of Service shall be at the Owner’s sole risk and without liability to the Architect and the Architect’s consultants.</p> <p><i>Note: For the third sentence of Section 1.3.2.3, refer to B102 Section 3.3. For the fourth sentence of Section 1.3.2.3, refer to B102 Section 3.2.</i></p>	
<p>§ 1.3.3 CHANGE IN SERVICES</p> <p>§ 1.3.3.1 Change in Services of the Architect, including services required of the Architect’s consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect’s control, or if the Architect’s services are affected as described in Section 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Section 1.5.2, and to any Reimbursable Expenses described in Section 1.3.9.2 and Section 1.5.5.</p> <p>§ 1.3.3.2 If any of the following circumstances affect the Architect’s services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect’s schedule and compensation:</p> <ol style="list-style-type: none"> .1 change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service; .2 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service; .3 decisions of the Owner not rendered in a timely manner; .4 significant change in the Project including, but not limited to, size, quality, complexity, the Owner’s schedule or budget, or procurement method; .5 failure of performance on the part of the Owner or the Owner’s consultants or contractors; .6 preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto; .7 change in the information contained in Article 1.1. <p><i>Note: For Section 1.3.3, Change in Services, refer to B201–2007 Sections 3.3 and 3.3.1.</i></p>	

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	ARTICLE 4 CLAIMS AND DISPUTES
<p><i>Note: For Section 1.3.4, refer to B102 Section 4.2. For Section 1.3.5, refer to B102 Section 4.3. For Section 1.3.6, refer to B102 Section 4.1.3. For Sections 1.3.7.1 and 1.3.7.2, refer to B102 Sections 7.1 and 7.2.</i></p>	
	§ 4.1 GENERAL
<p>§ 1.3.7.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect’s services are substantially completed.</p>	<p>§ 4.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.</p>
<p>§ 1.3.7.4 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.</p>	<p>§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction, if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.</p>
<p><i>Note: For Sections 1.3.7.5, 1.3.7.6, and 1.3.7.7, refer to B102 Sections 7.5, 7.6 and 7.7. For Section 1.3.7.8, refer to B102 Section 7.4. For Section 1.3.7.9, refer to B102 Section 7.3.</i></p>	
<p>§ 1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination in accordance with Section 1.3.8.</p>	<p>§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 5.7.</p>
<p>§ 1.3.4 MEDIATION</p>	<p>§ 4.2 MEDIATION</p>
<p>§ 1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.</p>	<p>§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.</p>

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<p>§ 1.3.4.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.</p>	<p>§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.</p>
<p>§ 1.3.4.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.</p>	<p>§ 4.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.</p>
	<p>§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following: <i>(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)</i></p> <p><input type="checkbox"/> Arbitration pursuant to Section 4.3 of this Agreement</p> <p><input type="checkbox"/> Litigation in a court of competent jurisdiction</p> <p><input type="checkbox"/> Other <i>(Specify)</i></p>
<p>§ 1.3.5 ARBITRATION</p>	<p>§ 4.3 ARBITRATION</p>
<p>§ 1.3.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Section 1.3.4.</p> <p>§ 1.3.5.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.</p>	<p>§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.</p>

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<p>§ 1.3.5.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.</p>	<p>§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.</p>
<p>§ 1.3.5.4 . . . The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.</p> <p><i>Note: For the first two sentences of Section 1.3.5.4, refer to B102 Section 4.3.4.2.</i></p>	<p>§ 4.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.</p>
<p>§ 1.3.5.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.</p>	<p>§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.</p>
	<p>§ 4.3.4 CONSOLIDATION OR JOINDER</p>
	<p>§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).</p>
<p>§ 1.3.5.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. . . .</p> <p><i>Note: For the remainder of Section 1.3.5.4, refer to B102 Section 4.3.2.</i></p>	<p>§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.</p>
	<p>§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.</p>

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ARTICLE 5 TERMINATION OR SUSPENSION	
§ 1.3.8 TERMINATION OR SUSPENSION	
<p>§ 1.3.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days’ written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.</p>	<p>§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.</p>
<p>§ 1.3.8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.</p>	<p>§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.</p>
<p>§ 1.3.8.3 If the Project is suspended or the Architect’s services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days’ written notice.</p>	<p>§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days’ written notice.</p>
<p>§ 1.3.8.4 This Agreement may be terminated by either party upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.</p>	<p>§ 5.4 Either party may terminate this Agreement upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.</p>
<p>§ 1.3.8.5 This Agreement may be terminated by the Owner upon not less than seven days’ written notice to the Architect for the Owner’s convenience and without cause.</p>	<p>§ 5.5 The Owner may terminate this Agreement upon not less than seven days’ written notice to the Architect for the Owner’s convenience and without cause.</p>
<p>§ 1.3.8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 1.3.8.7.</p>	<p>§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7.</p>
<p>§ 1.3.8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect’s anticipated profit on the value of the services not performed by the Architect.</p>	<p>§ 5.7 Termination Expenses are in addition to compensation for the Architect’s services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect’s anticipated profit on the value of the services not performed by the Architect.</p>

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	<p>§ 5.8 The Owner’s rights to use the Architect’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.3.</p>
<p><i>Note: For the first sentence of Section 1.3.9.1, refer to B102 Section 6.4.2. For the remainder of Section 1.3.9.1, refer to B102 Section 6.4.3. For Section 1.3.9.2, refer to B101 Section 6.2. For Sections 1.3.9.3 and 1.3.9.4, refer to B102 Section 6.4.4.</i></p>	
<p>ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS</p>	
<p><i>Note: For Article 1.4, refer to B102 Articles 8 and 9.</i></p>	
<p>ARTICLE 1.5 COMPENSATION</p>	<p>ARTICLE 6 COMPENSATION</p>
<p>§ 1.5.1 For the Architect’s services as described under Article 1.4, compensation shall be computed as follows:</p>	<p>§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2. <i>(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)</i></p>
<p>§ 1.5.2 If the services of the Architect are changed as described in Section 1.3.3.1, the Architect’s compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Section 1.5.2, in an equitable manner. <i>(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)</i></p> <p>§ 1.5.3 For a Change in Services of the Architect’s consultants, compensation shall be computed as a multiple of () times the amounts billed to the Architect for such services.</p> <p>§ 1.5.9 If the services covered by this Agreement have not been completed within () months of the date hereof, through no fault of the Architect, extension of the Architect’s services beyond that time shall be compensated as provided in Section 1.5.2.</p> <p><i>Note: For Sections 1.5.2, 1.5.3 and 1.5.9, refer to B201–2007 Sections 6.3 and 6.4.</i></p>	
<p>§ 1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect’s services and include expenses incurred by the Architect and Architect’s employees and consultants directly related to the Project, as identified below:</p> <ol style="list-style-type: none"> .1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications; .2 fees paid for securing approval of authorities having jurisdiction over the Project; 	<p>§ 6.2 Reimbursable Expenses are in addition to compensation for the Architect’s professional services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:</p> <ol style="list-style-type: none"> .1 Transportation and authorized out-of-town travel and subsistence; .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;

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<ul style="list-style-type: none"> .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service; .4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner; .5 renderings, models and mock-ups requested by the Owner; .6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants; .7 Reimbursable Expenses as designated in Section 1.5.5; .8 other similar direct Project-related expenditures. 	<ul style="list-style-type: none"> .3 Fees paid for securing approval of authorities having jurisdiction over the Project; .4 Printing, reproductions, plots, standard form documents; .5 Postage, handling and delivery; .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner; .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner; .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants; .9 All taxes levied on professional services and on reimbursable expenses; .10 Site office expenses; and .11 Other similar Project-related expenditures.
<p>§ 1.5.4 For Reimbursable Expenses as described in Section 1.3.9.2, and any other items included in Section 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of () times the expenses incurred by the Architect, and the Architect's employees and consultants.</p> <p>§ 1.5.5 Other Reimbursable Expenses, if any, are as follows:</p>	<p>§ 6.2.1 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of percent (%) of the expenses incurred.</p>
<p>§ 1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><i>Note: For Section 1.5.6, refer to B201–2007 Section 6.7.</i></p> </div>	
	<p>§ 6.3 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE</p> <p>If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows:</p>
<p>§ 1.5.7 An initial payment of Dollars (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. . . .</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><i>Note: For remainder of Section 1.5.7, refer to B102 Section 6.4.2.</i></p> </div>	<p>§ 6.4 PAYMENTS TO THE ARCHITECT</p> <p>§ 6.4.1 An initial payment of Dollars (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.</p>

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<p>§ 1.5.7 . . . Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.</p> <p>§ 1.3.9 PAYMENTS TO THE ARCHITECT</p> <p>§ 1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect’s statement of services. . . .</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p><i>Note: For the remainder of Section 1.3.9.1, refer to B102 Section 6.4.3.</i></p> </div> <p>§ 1.5.8 Payments are due and payable () days from the date of the Architect’s invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. <i>(Insert rate of interest agreed upon.)</i></p> <p><i>(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner’s and Architect’s principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)</i></p>	<p>§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. <i>(Insert rate of monthly or annual interest agreed upon.)</i></p>
<p>§ 1.3.9.1 . . . No deductions shall be made from the Architect’s compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.</p>	<p>§ 6.4.3 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.</p>
<div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p><i>Note: For Section 1.3.9.2, refer to B102 Section 6.2.</i></p> </div>	
<p>§ 1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner’s authorized representative at mutually convenient times.</p>	<p>§ 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.</p>
<p>§ 1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect’s personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.</p>	

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ARTICLE 7 MISCELLANEOUS PROVISIONS	
§ 1.3.7 MISCELLANEOUS PROVISIONS	
<p>§ 1.3.7.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Section 1.4.2.</p>	<p>§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.</p>
<p>§ 1.3.7.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.</p>	<p>§ 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.</p>
<p><i>Note: For Sections 1.3.7.3 and 1.3.7.4, refer to B102 Sections 4.1.1 and 4.1.2. For Sections 1.3.7.5, 1.3.7.6, 1.3.7.7 and 1.3.7.8, refer to B102 Sections 7.5, 7.6, 7.7 and 7.9, respectively.</i></p>	
<p>§ 1.3.7.9 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner’s rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.</p>	<p>§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement.</p>
<p>§ 1.3.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.</p>	<p>§ 7.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.</p>
<p>§ 1.3.7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.</p>	<p>§ 7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.</p>
<p>§ 1.3.7.6 Unless otherwise provided in this Agreement, the Architect and Architect’s consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.</p>	<p>§ 7.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.</p>

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<p>§ 1.3.7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project.</p>	<p>§ 7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project.</p>																				
<p>§ 1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect’s consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.</p>	<p>§ 7.8 If the Architect or Owner receives information specifically designated by the other party as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such 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.</p>																				
<p>ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS</p>	<p>ARTICLE 8 SPECIAL TERMS AND CONDITIONS</p>																				
<p>§ 1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:</p>	<p>Special terms and conditions that modify this Agreement are as follows:</p>																				
	<p>ARTICLE 9 SCOPE OF THE AGREEMENT</p>																				
<p>§ 1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.</p>	<p>§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.</p>																				
<p>§ 1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141–1997.</p> <p>§ 1.4.1.2 Standard Form of Architect’s Services: Design and Contract Administration, AIA Document B141–1997, or as follows: <i>(List other documents, if any, delineating Architect’s scope of services.)</i></p> <p>§ 1.4.1.3 Other documents as follows: <i>(List other documents, if any, forming part of the Agreement.)</i></p>	<p>§ 9.2 This Agreement is comprised of the following documents listed below:</p> <ol style="list-style-type: none"> .1 AIA Document B102–2007, Standard Form Agreement Between Owner and Architect .2 AIA Document E201–2007, Digital Data Protocol Exhibit, if completed, or the following: .3 Other documents: <i>(List other documents, including the Architect’s scope of services document, hereby incorporated into the Agreement.)</i> 																				
<p>This Agreement entered into as of the day and year first written above.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">OWNER</td> <td style="width: 50%; border: none;">CONTRACTOR</td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;">_____</td> </tr> <tr> <td style="border: none;"><i>(Signature)</i></td> <td style="border: none;"><i>(Signature)</i></td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;">_____</td> </tr> <tr> <td style="border: none;"><i>(Printed name and title)</i></td> <td style="border: none;"><i>(Printed name and title)</i></td> </tr> </table>	OWNER	CONTRACTOR	_____	_____	<i>(Signature)</i>	<i>(Signature)</i>	_____	_____	<i>(Printed name and title)</i>	<i>(Printed name and title)</i>	<p>This Agreement entered into as of the day and year first written above.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">OWNER</td> <td style="width: 50%; border: none;">CONTRACTOR</td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;">_____</td> </tr> <tr> <td style="border: none;"><i>(Signature)</i></td> <td style="border: none;"><i>(Signature)</i></td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;">_____</td> </tr> <tr> <td style="border: none;"><i>(Printed name and title)</i></td> <td style="border: none;"><i>(Printed name and title)</i></td> </tr> </table>	OWNER	CONTRACTOR	_____	_____	<i>(Signature)</i>	<i>(Signature)</i>	_____	_____	<i>(Printed name and title)</i>	<i>(Printed name and title)</i>
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