



Electronic and Background Data Agreement

PROJECT NO: 20250875.000 REQUEST NO: 1 DATE: 10/13/2025

PROJECT DESCRIPTION: Wayne State University – Harwell Field and Gary Bryce Field Upgrades

OWNER:	<u>Wayne State University</u>	CONTRACTOR:	<u></u>
	<u>Ron Kahle – Project Manager</u>		<u></u>
	<u>Design and Construction Services</u>		<u></u>
	<u>5454 Cass Avenue</u>		<u></u>
	<u>Detroit Mi 48202</u>	Attention:	<u></u>

This agreement by and between The Osborn Engineering Company DBA OSports and the undersigned Contractor, Subcontractor, or Vendor ("Contractor") is made the date set forth above.

For a sum of dollars to be paid to OSports and for other considerations as set forth herein, the parties agree as follows:

1. This Agreement shall be effective in the event that OSports under terms and conditions set forth herein, agrees to provide, but is not obligated to provide CADD or electronic data, background drawings, or other such items.
2. OSports makes no representation, warranties, or guarantees, express or implied, whatsoever, as to any matter including, without limitation, the condition of any item, or its fitness for any particular use or purpose. All items are provide "as-is".
3. It is understood and agreed that OSports takes no responsibility or liability whatsoever with respect to such data, background drawings, or other items for reasons including, but not limited to, that such items were produced for the use of OSports, there could be differences in computer equipment and programs, that errors or changes can be made by user of the item, that there can be electrical interruptions or interferences, that changes to drawings could have been made by a user of the item, that changes to drawings could have been made by hand and not stored on computer or added to backgrounds, that changes could have been made in dimensions and drawings not revised, that drawings may not be to scale, there could be a virus in a computer system and for other reasons not under the control of OSports.
4. Supply of data or other items shall not in any manner change or alter the requirements of any Contract or Subcontract Documents, or the responsibilities or liabilities of the Contractor.

5. The Drawings, Specifications, and other documents or data prepared by OSPORTS are instruments of OSPORTS' service. Neither the Contractor, nor any lower tier Subcontractor or supplier shall own or claim a copyright in the Drawings, Specifications, and other documents or data prepared by OSPORTS. OSPORTS shall be deemed the author of them and will retain all common law, statutory, and other reserved rights, in addition to the copyright. The Drawings, Specifications, and other documents or data prepared by OSPORTS, and copies thereof furnished to the Contractor are for use solely with respect to this Project. They are not to be used by the Contractor or any lower tier contractor or supplier on other projects or for additions to this Project. The Contractor, lower tier subcontractors, and suppliers are granted a limited license to use and reproduce applicable portions of data prepared by OSPORTS appropriate to and for use in the execution of their Work in the referenced Project. Submittal of distribution to meet official regulatory requirements for other purposes in connection with this Project is not to be construed as publication in derogation of OSPORTS' copyright or other reserved rights.
6. Any data or documents used shall not include or use OSPORTS' name except as otherwise agreed upon in writing.
7. For a period of ten (10) years from the date of disclosure, the Contractor agrees to hold all Confidential Information in trust and confidence for OSPORTS and agrees not to use Confidential Information other than as required for compliance with this Agreement and the Project. Except as may be authorized by OSPORTS in writing, the Contractor shall not disclose any Confidential Information, by publication or otherwise, to any other than the Contractor's employees or lower tier subcontractor or supplier having a need to know. The Contractor shall obtain non-disclosure agreements from persons and firms that it employs. Confidential information shall not include information that was already known to the Contractor prior to its disclosure to the Contractor by OSPORTS that is or becomes publicly available; which is rightfully received by the Contractor from third parties without accompanying secrecy obligations.
8. Without prior written approval of OSPORTS, the Contractor shall have no right to use OSPORTS' trademark or trade name, or the trademark or trade name of the Owner.
9. Contractor waives all claims against OSPORTS, other contractors, Owner and their related entities, Subcontractors of any tier and for all the foregoing their shareholders, directors, officers, employees, agents and each of their successors and assigns (collectively "Designees"); covenants not to sue or arbitrate; agrees the items not matter how provided, shall not be the basis of a change in time or sum in any Contract with OSPORTS; and releases Designees from any and all liabilities, damages, losses, costs, penalties, expenses, or responsibilities of any kind, any of which arises directly or indirectly out of the items at the Project site or at any other location, including any negligence of Designees.
10. Contractor assumes the risk of, and shall appear for, defense, indemnify, and hold harmless Designees against any and all liabilities, damages, losses, economic losses, costs, penalties, expenses or responsibilities including, but not limited to, attorney's fees, sustained in connection with any claim, demand, cause of action, suit, arbitration, provided herein including any negligence of Designees or any claims of Contractor's workers. It is agreed Worker's Compensation shall not be a defense of the Contractor as to Designees. Designees shall have the right to accept or decline any compromise or settlement of any claims or actions against it.

11. This Agreement represents the entire and integrated agreement between Contractor and OSPORTS with respect to items provided herein and supersedes any prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by OSPORTS and Contractor. Nothing in this Agreement shall create a contractual relationship with or duties, obligations, or courses of action in favor of any third party against either Owner or OSPORTS.
12. OSPORTS and Contractor, respectively, bind themselves, their successors, assigns and legal representatives to the other party to all agreements and to the successors, assigns and legal representatives of the other party with respect to all covenants. Neither OSPORTS nor Contractor shall assign, sublet or transfer any interest in this Agreement without the written consent of the other. The laws of the State of Ohio shall govern this Agreement. The person signing below represents that he/she has full authority to bind the Contractor.
13. Items provided: See attached "Electronic and Background Data Request & Transmittal Form".
14. Further terms: Electronic files are not transferable.

Total Cost to be paid to OSPORTS: \$0.00

Osborn Engineering Company DBA OSPORTS

Contractor:

_____ Signature Scott Vura	_____ Date
_____ Printed Name Principal in Charge	
_____ Printed Title	

_____ Signature	_____ Date
_____ Printed Name	
_____ Printed Title	

Please return one signed copy of Agreement to OSPORTS with payment.