

10/20/11 ADDENDUM K

**ELECTRONIC RECORDING
(EXAMPLE OF) VENDOR MEMORANDUM OF UNDERSTANDING**

THIS VENDOR MEMORANDUM OF UNDERSTANDING (hereinafter referred to as MOU) dated _____, is between the office of the Register of Deeds of _____ County, North Carolina (“**COUNTY**”), and _____ (“**VENDOR**”) with offices at _____.

_____ County desires to offer the recording of real property documents by electronic means providing for the receiving and transmitting of documents electronically in substitution for conventional paper based documents and to assure that transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies, to the mutual benefit of the parties of the transactions.

For purposes of this MOU, *Electronic Recording* is defined to be the electronically based submitting of documents from **VENDOR** to **COUNTY** and electronically based receipt of confirmation of recording from **COUNTY** to **VENDOR**.

All parties of the Electronic Recording transaction desire to operate and maintain a secure recording system that minimizes the risk of fraud during the electronic transmission of documents. This MOU outlines the procedures and rules for the trusted relationship between the parties involved in Electronic Recording.

The **VENDOR** shall be responsible for assuring that the electronic version of the recorded document and electronic recording data, including endorsement and receipt, is returned or otherwise made available to the SUBMITTER.

Neither the **COUNTY** nor **VENDOR** shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the Electronic Recording transmission or receipt.

Neither party shall be liable for any failure to perform processing of the transactions and documents where such failure results from any act of God or other cause beyond the party's reasonable control including, without limitation, any mechanical, electronic or communications failure which prevents the parties from transmitting or receiving the electronic recording transactions.

Either party may terminate this MOU for cause at any time and without cause by providing 30-days written notice to the other party, requiring the **VENDOR** to notify all **SUBMITTERS**.

There will be no added fees or costs of any kind charged by or to the **COUNTY** for Electronic Recording services provided by the **VENDOR**. **VENDOR** is responsible for the costs of the system or services that provide a submitter the ability to use their services to submit electronic documents to the **COUNTY**.

COUNTY shall test and maintain their Electronic Recording software and hardware required to operate the Electronic Recording system. **COUNTY**, however, shall be held harmless and not liable for any damages resulting from software or equipment failure.

VENDOR shall insure that all security measures and credentials implemented are protected from unauthorized access. **VENDOR** assumes all responsibility for the security and integrity of all documents submitted through **VENDOR** for the purposes of engaging in Electronic Recording

VENDOR must maintain an audit trail of all submission activity. Should a dispute or legal action arise concerning an electronic transaction, the **COUNTY** will be held harmless and not liable for any damages.

VENDOR shall be diligent in ensuring that images are present and applicable indexed data is complete as required by the **COUNTY**.

VENDOR is responsible for supporting any technical issues associated with Electronic Recording. **VENDOR** shall work, in good faith, with the **COUNTY** to resolve issues with the Electronic Recording process.

VENDOR shall provide an effective mechanism to the **COUNTY** through which issues can be reported and addressed. In the event that such an issue is determined to be with the **VENDOR** and their system software, including but not limited to the infrastructure provided, the **VENDOR** shall be responsible for resolving such issues and will enlist the assistance of the **COUNTY** as necessary.

VENDOR is responsible for coordinating all administrative and technical problems through the **SUBMITTER** and/or the **COUNTY**.

VENDOR will maintain a qualified technical staff, responsible for developing, maintaining and enforcing security, technical and administrative procedures of their system.

COUNTY will not incur any liability for the information electronically transmitted by the **VENDOR** through their system to **COUNTY**.

COUNTY will not incur any liability for any breach of security, fraud or deceit as a result of Electronic Recording.

Absent gross negligence or willful misconduct, **VENDOR** agrees to release the **COUNTY** from any liability in connection with the electronic filing and recordation of documents under this Agreement. **VENDOR** understands that there are no warranties, express or implied, in connection with such transactions.

The **COUNTY** and **VENDOR** will attempt, in good faith, to resolve any controversy or claim arising out of or relating to Electronic Recording through either negotiation or mediation prior to initiating litigation.

The **COUNTY** and **VENDOR** acknowledge that the electronic recording process is an emerging technology and that State and National standards will continue to evolve. To further the technology and the Electronic Recording process, all parties agree to meet to discuss modifications and additions to this MOU.

All documents subject to this agreement in the custody of the vendor shall be considered confidential. The vendor is only authorized to release said documents to parties designated by the trusted submitter unless compelled by a court of competent jurisdiction.

ATTACHMENTS

Attachment A defines the technical specifications including models of recording supported, format, and transmission protocols of the electronic records required by **COUNTY**. The **VENDOR** agrees to adhere to the transmission protocol of the **COUNTY** following the specifications outlined. **VENDOR** understands that the specifications may change from time to time. In the event changes to the specifications are required, the **COUNTY** will provide a written notice to the **VENDOR** within a reasonable timeframe.

Attachment B contains the document and indexing specifications for the Electronic Recording program.

Attachment C contains the processing schedules and hours of operation for the Electronic Recording program and contact names for all parties.

Attachment D provides the Agreement to Pay and Fee Schedule.

Attachment E provides map and plat specifications required by the **COUNTY**, including but not limited to size requirements, file format, and submission requirements as they relate to the **COUNTY**'s capabilities to reproduce to scale, and to properly archive this electronically recorded document

Agreed and Accepted:

(VENDOR)

By: _____ (Authorized Signature)

Name _____

Title _____

Date: _____

(COUNTY)

By: _____ (Authorized Signature)

Name _____

Title Register of Deeds _____

Date: _____