

**ELECTRONIC RECORDING
SUBMITTER MEMORANDUM OF UNDERSTANDING (MOU)**

THIS MEMORANDUM OF UNDERSTANDING, dated _____, is between Internet Technologies, Inc. (“**INTTEK**”), the *Electronic Recording Provider*, with offices at 330 Shipyard Blvd, Wilmington, NC. 28412 and

_____ (“**SUBMITTER**”), with offices at _____.

NC County Register of Deeds Offices (**COUNTY**), listed as [**COUNTIES**] on page 3, desire to offer the recording of Real Property documents by electronic means in substitution for traditional paper based methods. This MOU helps assure that these transactions are legally valid and enforceable as a result of the use of available electronic technologies and will be to the mutual benefit of the parties of the transactions.

For the purposes of the MOU, **INTTEK** will act as the *Electronic Recording Provider*. This means that **INTTEK** will provide software, data processing systems and fiscal management to facilitate **Electronic Recording** of documents between **SUBMITTER** and **COUNTY**. **SUBMITTER** is defined as those persons or agencies which desire to voluntarily record documents via electronic means with **COUNTY**. **Electronic Recording** is defined to be electronically based submitting of documents and funds from **SUBMITTER** to **COUNTY** and electronically based receipt of confirmation of recording from **COUNTY** to **SUBMITTER**.

INTTEK, Role and Responsibilities

INTTEK is responsible for providing, supporting and maintaining software and data processing systems required to facilitate **Electronic Recording**.

INTTEK will make every effort to ensure that **Electronic Recording** Software is secure and that documents in transit between **SUBMITTER** and **COUNTY** will remain immutable before recording at the **COUNTY**.

INTTEK will work with **SUBMITTER** and **COUNTY** to resolve any issues that are within the scope of the **Electronic Recording** Software.

INTTEK will maintain an audit trail of all documents and transactions which are processed via **Electronic Recording** Software.

INTTEK will provide means for **COUNTY** to receive payment for electronically recorded documents during the same business day in which they are processed, as required by NC General Statute.

COUNTY, Role and Responsibilities

COUNTY shall attempt to protect the integrity of the recordation process through ongoing monitoring of documents received and recorded through **Electronic Recording** means.

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

COUNTY shall apply the same level of diligence in handling documents submitted electronically as those submitted through the normal manual paper process.

SUBMITTER, Role and Responsibilities

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

ELECTRONIC RECORDING SUBMITTER MEMORANDUM OF UNDERSTANDING (MOU)

SUBMITTER shall be diligent in contracting with their clients to ensure that documents submitted for **Electronic Recording** have been checked before submission for errors, omissions and other deformities that would impact the validity of the document. This includes adherence to North Carolina indexing standards and General Statute.

SUBMITTER acknowledges that **Electronic Recording** permits them to prepare, sign and transmit in electronic formats documents and business records, and the document or records shall be considered as the "original" record of the transaction in substitution for, and with the same intended effect as, paper documents and, in the case that such documents bear a digital or electronic signature, paper documents bearing handwritten signatures. **SUBMITTER** acknowledges that all submissions shall bear the endorsement of **SUBMITTER** according to N.C.G.S. 47-14(a1)(5).

SUBMITTER acknowledges that they have reviewed and understand N.C.G.S. 47-14(a1)(5) and agree to comply with the originality requirements set forth therein. **SUBMITTER** will include on the first page of any documents submitted for **Electronic Recording** this statement:

*Submitted electronically by _____ (**SUBMITTER name**) in compliance with NC statutes governing recordable documents and the terms of the **SUBMITTER MOU** with the _____ (**COUNTY name**) County Register of Deeds.*

The **SUBMITTER** will attest to the accuracy and completeness of the electronic records and acknowledge responsibility for the content of the documents submitted through the **Electronic Recording** program. Should a dispute or legal action arise concerning an electronic transaction, **INTTEK** and they **COUNTY** will be held harmless and not liable for any damages.

SUBMITTER acknowledges that **Electronic Recording** systems may only be available during specific business hours and may become unavailable at any time, without notice.

SUBMITTER must maintain an audit trail of all activity.

SUBMITTER is responsible for coordinating and supporting any technical issues associated with **Electronic Recording**. **SUBMITTER** shall work in good faith with **INTTEK** and **COUNTY** to resolve any issues with the **Electronic Recording** process.

SUBMITTER is solely responsible for any and all costs of the system or services that enable **SUBMITTER** to meet the **Electronic Recording** program requirements.

SUBMITTER will appoint a representative, whose name will be given to the **COUNTY** in writing, who is responsible for enforcing the security procedures. The **COUNTY** will be notified in writing of staff changes.

SUBMITTER agrees to pay all **COUNTY** recording fees as set out in N.C.G.S. 161-10 and 25-9-525. In addition to these **COUNTY** fees, a convenience fee will be charged by **INTTEK**. **SUBMITTER** agrees to pay this convenience fee. All fees associated with the **Electronic Recording** will be disclosed to the **SUBMITTER** before initiating the transaction. **SUBMITTER** may choose to cancel the transaction without any fees at this point, if desired.

COUNTY or **INTTEK** may choose to reject any submitted **Electronic Recording** if it is determined that the submitted document fails to meet any criteria required for recording. **SUBMITTER** will be notified of the reason for the rejection and **COUNTY** recording fees will be refunded automatically. **SUBMITTER acknowledges that convenience fees billed by INTTEK will not be refunded after they have been collected.**

General Understandings

Neither the **COUNTY**, nor **SUBMITTER**, nor **INTTEK** 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 any reason by providing 30 days written notice of termination to the other party.

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Accepted and Agreed:

Internet Technologies, Inc.

David McGough, President

Date: _____

[SUBMITTER]

Date: _____

[COUNTIES]

**Brunswick County Register of Deeds, Brenda M. Clemmons, Register of Deeds. (910) 253-2690
Building I, 75 Courthouse Drive, PO Box 87, Bolivia, NC 28422**

**Bertie County Register of Deeds, Annie F. Wilson, Register of Deeds. (252) 794-5309
108 Dundee Street, PO BOX 340, Windsor, NC 27983**