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Plaintiff(s),

Index Nos. _____

-against-

Defendant(s).

STIPULATION FOR THE
EXCHANGE OF ELECTRONICALLY-
STORED INFORMATION

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It is stipulated and agreed by [Party Name, through counsel etc.], [Party Name, etc.], & [Party Name, etc.] (each singularly, Party; together, Parties), to comply with the procedures and obligations for the exchange and production of electronically stored information (ESI) set forth below. If a provision of this agreement (ESI Stipulation) conflicts with the terms of the Stipulation and Order for the Production and Exchange of Confidential Information (Confidentiality Stipulation) previously entered in this action, the Confidentiality Stipulation will control absent further order of the court. The Parties agree:

1. Format of Files for Production

(a) Digitized Paper Documents:

(i) Documents originally in paper/physical form will be digitized into single-page, group IV (G4) format, black and white TIFF files at 300 into single-page TIFF images, group IV format, 300 dots per inch (dpi).

(ii) Every filename will match the document's Bates number, and be zero padded with no blank spaces; i.e., D000000001 (Defendant's Bate Stamp Page 1, P000820009 (Plaintiff's Bate Stamp Page 000820009));

(iii) The Parties will include with each production delivery an archival image link file as agreed (i.e., an Opticon (.OPT) file or similar).

(iv) The Parties will include standard Concordance default delimited text files as agreed in .DAT or similar format, and will include all available fielding data, including but not limited to beginning and ending Bates numbers, beginning and ending attachment numbers, and number of pages except where otherwise agreed.

(vi) The parties will apply Optical Character Recognition (OCR) software to all applicable documents and create OCR-searchable files in .TXT format for each page digitized as in (i) above; filenames for .TXT files will synchronize with/be identical to the filename for the corresponding TIFF file (see [i] above). Delivery TIFF files will be accompanied by the corresponding full text .TXT files.

(b) Documents Originating Electronically: Standard electronic documents, emails, and presentations will be produced as TIFF images in the manner described above in (a) (i); however, all attachments, addendums, enclosures, and/or exhibits to a parent documents will be produced and identified as they relate to the respective parent document.

(i) Digital documents will be produced with corresponding .TXT files as outlined above in section (a), as well as extracted metadata fields (where available), as agreed and set forth in the Metadata Table contained in the endnote below.¹

(ii) Extracted text, as opposed to OCR text, delivered with production and formatted in .TXT file as above with OCR text files.

(iii) All spreadsheets will be produced in native format and order of storage in native, ordinary course of business manner. For instance, emails with attached spreadsheets will be identified and linked per ATTACH_RANGE field above. To avoid unnecessary duplications, placeholder TIFF files will be produced to preserve the native location of files; placeholder will identify the document by associated Bates number, the original file name, and state that the document was natively produced. Available metadata and text will be produced in the same manner as other documents.

(iv) The Parties will produce, upon request, documents or databases in native format if produced in TIFF or other static format (PDF, etc.) if inadequate in the form produced. Producing Party will provide native files with delimited TXT file containing BEGPROD, ENDPROD, ATTACH_RANGE, Path to Native File, and MD5/Hash value.

2. Deduplication (Global)

The Parties will endeavor to deduplicate ESI. Documents will be deduplicated as against the entire population for all custodians and deduplicated custodians listed as above in Section 1.

The Parties will retain all deduplicated documents for the duration of the action or as agreed and may request production of deduplicated documents for particular custodians by identifying the applicable Bates numbers in writing.

3. Clawback Mechanisms for Inadvertent ESI Disclosure

The Parties agree that inadvertent disclosure of privileged or protected documents/information will not constitute a waiver of any such privilege or protection and will apply the following procedures:

(a) Notice

Within ten business days from the date on which a disclosing Party discovers an inadvertent disclosure of ESI, it will notify the receiving Party by written Clawback Notice identifying the inadvertent disclosure(s) and directing the receiving Party to promptly return, destroy, and/or make inaccessible the inadvertently-disclosed information/documents and all copies.

(b) Parties' Obligations

Within three days of receipt of the Notice, the receiving Party will inform the disclosing Party that compliance will be effectuated or challenge the Notice in a formal responsive writing. If the Notice is not challenged, the receiving Party will destroy, return, and/or disable all access to the specified documents/information within ten days or as agreed by the Parties.

(i) Where the inadvertent disclosure is in the form of a disc or access to a password-protected server, the producing Party must replace, upon receipt of intent to comply with the Notice, a replacement of the production containing all documents/information but for those identified in the Notice.

(ii) The receiving Party will endeavor in good faith to retrieve any copies of the identified documents/information to return, destroy, or otherwise dispose of the materials, and take all steps necessary to prevent further sharing of those materials. The receiving Party will identify, in writing responsive to the Notice, the persons or entities that have received copies of the information/documents, identify the facts surrounding the sharing of those materials, and describe its best efforts to retrieve those materials in its affirmation of compliance.

(iii) Any use of the identified inadvertent disclosures prior to receipt of the Notice is not a violation of this ESI Stipulation but may be subject to the provisions of the Confidentiality Stipulation.

(iv) If the receiving Party challenges the Notice, it will return, destroy, or disable all copies of the documents/information, but may retain one copy for the purpose of challenging the designation of privilege/protection or inadvertency of the disclosure.

(v) The Parties will meet and confer within two days to resolve the dispute if the Notice is challenged, and, if not resolved, the Parties will request an immediate discovery conference pursuant to the Part 48 Part Rules.

(vi) Under all circumstances, the disclosing Party must preserve all documents/information subject to the Notice until any dispute has been resolved by the Parties' agreement or court order.

(c) Receiving Party's Affirmative Obligation

A receiving Party that discovers privileged or protected documents/information it will inform the disclosing Party in writing within five business days regardless whether a challenge to such privilege or protection is anticipated.

4. Confidentiality Designations and ESI From Other Individuals/Entities:

The Parties will designate documents as confidential or otherwise according to the terms of the Confidentiality Stipulation.

This ESI Stipulation may be re-executed and/or modified by agreement of the Parties; for instance, to allow non-signatory parties to this action or nonparties producing ESI to join this agreement.

Date: [Executed Signature Blocks for the Parties]

Date: [Executed Signature Blocks for the Parties]

Date: [Executed Signature Blocks for the Parties]

Date: [Executed Signature Blocks for the Parties]

ⁱ Pursuant to Provision 1 (B) (i) above, the Parties agree to include the information set forth and explained in the following Metadata Table:

Field Name	Sample Data	Description
PRODBEG	P000000222	First Bates number of native file document/email
PRODEND	P000000222	Last Bates Number of native file document/email (single-page documents will list beginning and ending Bates number)
ATTACH_RANGE	P000000222- P000000229	Beginning Bates number of parent document through ending Bates number of last attachment/child document
CUSTODIAN	Adams, John; johnadams@1776.gov	Email: mailbox in which the file was located Native: Individual who originated the document
DUPLICATE CUSTODIAN	Franklin, Ben; Hancock, John, Whipple, William	When global deduplicating has been employed, the custodians who had duplicates of the identical document
FROM	Adams, John	Email author/sender
TO	Hancock, John [mailto:HANCOCK@JOHNHANCOCK.com]	Recipient(s) of email separated by semicolon
CC	Franklin, Ben [mailto:bennyf@1776.com]	Carbon copy recipient(s) of email
BCC	NA	Blind carbon copy recipient(s) of email
SUBJECT	Declaration w/ edits	Email: subject line Native: document title
DATE_SENT	7/3/1776	Email: date the email was sent
TIME_SENT	12:59 AM	Email: time at which email was sent on date in date field
NATIVE_LINK	D:\1969\ P000000222.MSG	Hyperlink to web address, named uniformly with first bates of parent document
FILE_EXTEN	i.e., MSG, DOCX, PDF, etc.	File extension of email or native document
AUTHOR	Jefferson, Thomas	Author of native document (MS Word, etc.)
DATE_CREATED	6/1/2009	Date native document was created
DATE_MOD	10/12/2010	Date native document was last modified

PGCOUNT	1	Total pages of each original document/email
Full Text Path	D:\1969\ P000000222.txt	UNC path to text files of extracted/OCR text (unless redacted)
MD5/SHA1	E4d909c290d0fb1ca068ffaddf22cbd0	Hash code created for file in connection with deduplication