

# OAA 600

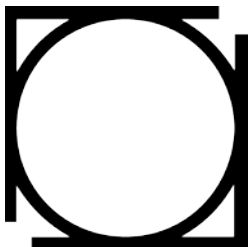
## 2021 A

Version 1.2, Mar. 2023

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## Contract Attachments for Standard Form of Contract for Architect's Services

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- various members and interested parties who provided commentary and criticisms since the previous version was published.

## Revision History

Version	Date	Description
1.2	Mar. 2023	Updated cross-references in Schedule 2
1.1	Sept. 2022	Coordination with contract file
1.0	June 2022	Original issue

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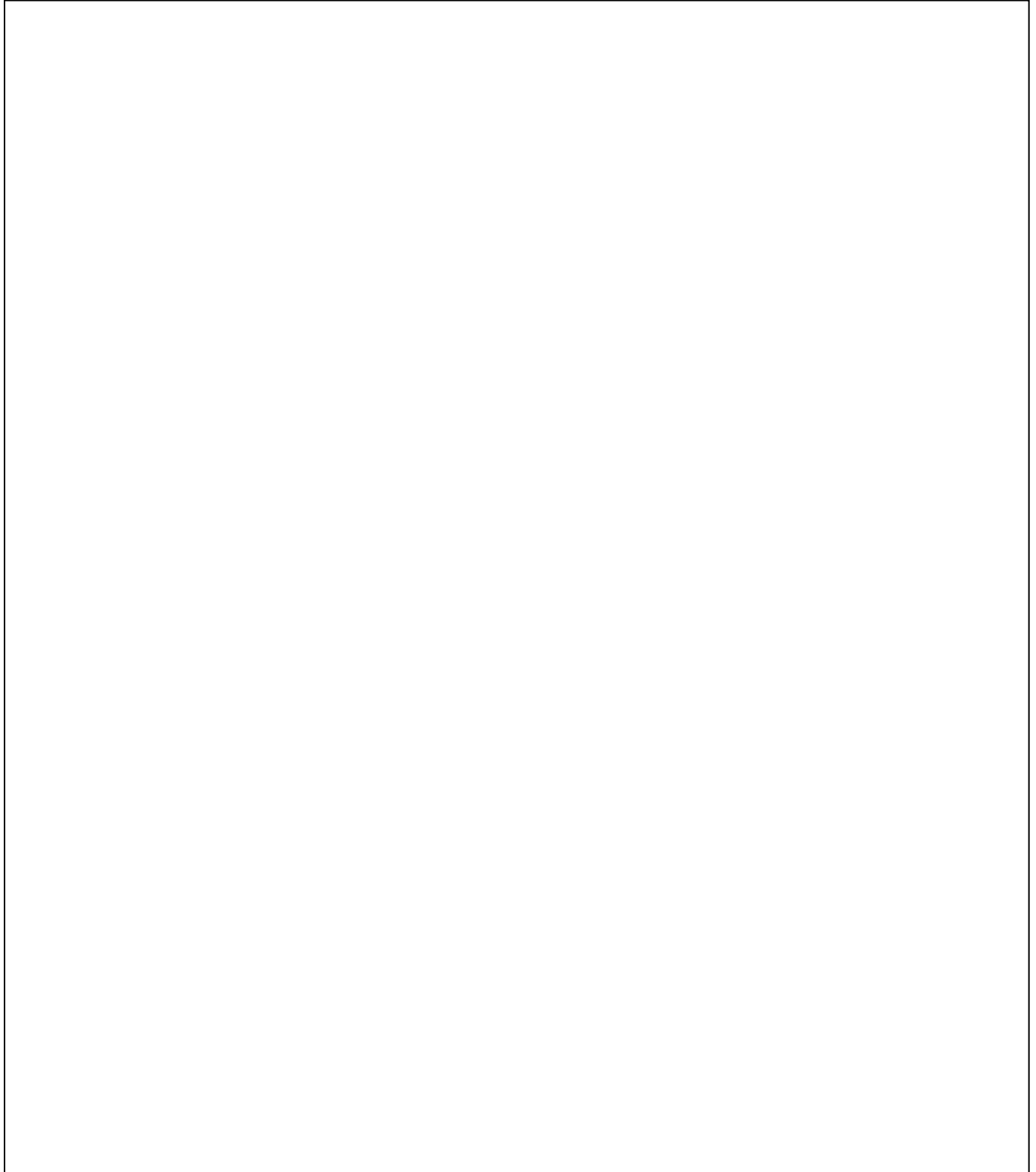
## Schedule 1 – Services Schedule Legend

### Designation of Methods of Calculating Fees

This Services Schedule Legend is to be read in conjunction with and as part of the *Contract*.

This legend is to be used to interpret the abbreviations used in completing Schedules 2, 3, and 4.

#### Legend:



## Schedule 2 – Basic Services

### ARCHITECT'S SCOPE OF BASIC SERVICES

This table of *Basic Services* is to be read in conjunction with and as part of the *Contract*.

(Indicate in the table below each *Basic Service* to be provided by the *Architect* and the manner of compensation as indicated in *Fee Reference* for each as identified in *Article A17*.)

2.1	ITEM	Service / Fee Reference:	Comments
	<b>SCHEMATIC DESIGN PHASE</b>		
.1	<b>Review Program</b> – Review the <i>Client's Functional Program</i> and other information furnished by the <i>Client</i> and the characteristics of the site.		
.2	<b>Review Applicable Codes</b> – Review applicable statutes, regulations, codes, and bylaws and where necessary review the same with the authorities having jurisdiction.		
.3	<b>Prepare Initial Evaluation</b> – Prepare an initial evaluation of the <i>Client's Functional Program</i> , schedule, budget for the <i>Construction Cost</i> , <i>Project</i> site, and the proposed procurement or delivery method and other initial information provided by the <i>Client</i> each in terms of the other, to ascertain the requirements of the <i>Project</i> . The <i>Architect</i> shall notify the <i>Client</i> of (i) any inconsistencies discovered in the information, and (ii) other information or consulting services that may be reasonably needed for the <i>Project</i> .		
.4	<b>Review Initial Evaluation</b> – Present and review with the <i>Client</i> the initial evaluation and discuss alternative approaches to design and construction of the <i>Project</i> . The <i>Architect</i> shall reach an understanding with the <i>Client</i> regarding the requirements of the <i>Project</i> .		
.5	<b>Preliminary Concept Design</b> – Based on the <i>Project's</i> requirements agreed upon with the <i>Client</i> , the <i>Architect</i> shall prepare for the <i>Client's</i> approval a preliminary concept design illustrating the scale and relationship of the <i>Project</i> components. Submit preliminary concept design documents to the <i>Client</i> .		
.6	<b>Schematic Design Documents</b> – Based on the <i>Client's</i> approval of the preliminary concept design, mutually agreed upon <i>Functional Program</i> , schedule and budget for the <i>Construction Cost</i> , prepare, for the <i>Client's</i> review and approval, schematic design documents to illustrate the scale and character of the <i>Project</i> and how the parts of the <i>Project</i> functionally relate to each other including as appropriate: <ul style="list-style-type: none"> <li>• Site Plan;                      • Spatial Relationship diagrams;      • Floor Plans;</li> <li>• Elevations;                    • Building Sections; and                • Outline Specifications.</li> </ul>		
.7	<b>Estimate of Construction Cost</b> – Prepare and submit to the <i>Client</i> for approval a Class D <i>Estimate of Construction Cost</i> based on current area or volume unit cost prepared in accordance with GC06.3.		
.8	<b>Submit Schematic Design</b> – Submit the schematic design documents to the <i>Client</i> , advise the <i>Client</i> of any required adjustments to the <i>Estimate of Construction Cost</i> , and request the <i>Client's</i> approval.		

2.1	ITEM	Service / Fee Reference:	Comments
	<b>DESIGN DEVELOPMENT PHASE</b>		
.9	<b>Design Development Documents</b> – Based on the <i>Client's</i> approved schematic design documents and agreed <i>Estimate of Construction Cost</i> , and any <i>Client's</i> authorization of adjustments in the <i>Project</i> requirements and the budget for the <i>Construction Cost</i> prepare, for the <i>Client's</i> review and approval, design development documents, drawings, and other documents to describe the size and character of the <i>Project</i> including as appropriate the architectural, structural, mechanical, electrical, and civil engineering systems, materials, and such other elements: <ul style="list-style-type: none"> <li>• Site Plan;</li> <li>• Floor Plans;</li> <li>• Elevations;</li> <li>• Building Sections; and</li> <li>• <i>Project</i> brief detailing area calculations, building systems, and outline specifications.</li> </ul>		
.10	<b>Continue Review of Applicable Codes</b> – Continue to review applicable statutes, regulations, codes, and bylaws as the design of the <i>Project</i> is developed and where necessary review the same with the authorities having jurisdiction.		
.11	<b>Update Estimate of Construction Cost</b> – Prepare and submit to the <i>Client</i> for approval an updated Class C <i>Estimate of Construction Cost</i> .		
.12	<b>Submit Design Development</b> – Submit the design development documents to the <i>Client</i> , advise the <i>Client</i> of any adjustments to the <i>Estimate of Construction Cost</i> , and request the <i>Client's</i> approval.		
	<b>CONSTRUCTION DOCUMENTS PHASE</b>		
.13	<b>Drawings and Specifications</b> – Based on the <i>Client's</i> approved design development documents and agreed updated <i>Estimate of Construction Cost</i> , prepare, for <i>Client's</i> review and approval, <i>Contract Documents</i> consisting of drawings and specifications setting forth in detail the requirements for the construction of the <i>Project</i> .		
.14	<b>Review Applicable Codes</b> – Review statutes, regulations, codes, and bylaws applicable to the design and, where necessary, review the same with the authorities having jurisdiction in order that the consents, approvals, licences, and permits necessary for the <i>Project</i> may be obtained.		
.15	<b>Bidding Information</b> – Obtain instructions from and advise the <i>Client</i> on the preparation of the bidding information, bidding forms, conditions of the construction contract, and the form of construction contract between <i>Client</i> and contractor.		
.16	<b>Update Estimate of Construction Cost</b> – Update the <i>Estimate of Construction Cost</i> .		
.17	<b>Submit Construction Documents</b> – Submit the <i>Construction Documents</i> to the <i>Client</i> , advise the <i>Client</i> of any adjustments to the <i>Estimate of Construction Cost</i> , including adjustments indicated by changes in requirements and general market conditions; take any action required under GC06.2, and request the <i>Client's</i> approval.		

2.1	ITEM	Service / Fee Reference:	Comments
	<b>PERMITS AND APPROVALS</b>		
.18	<b>Building Permit Application</b> – Prepare documents for building permit application, for owner's signature as applicant, and assist with submission of the application.		
.19	<b>Other Applications</b> – Assist the <i>Client</i> in the preparation of applications for permits and approvals by authorities having jurisdiction that are required for the <i>Project</i> .		
.20	<b>Agency</b> – Act as the <i>Client's</i> authorized agent with the power to bind the <i>Client</i> for the purpose of submitting permit applications.		
.21	<b>Comments by Authorities</b> – Review and assist the <i>Client</i> to respond to comments by the authorities having jurisdiction.		
	<b>BIDDING/NEGOTIATION PHASE</b>		
.22	<b>Pre-qualification</b> – Assist <i>Client</i> in selecting contractors for pre-qualification. Prepare and issue pre-qualification call documents. Receive, review, and report results for <i>Client's</i> direction on which contractors to include in the bid document distribution.		
.23	<b>Bidding/Negotiation</b> – Following the <i>Client's</i> approval of the <i>Construction Documents</i> and the latest agreed <i>Estimate of Construction Cost</i> :		
	.1 assemble and provide bid documents to bidders;		
	.2 monitor and respond to enquiries regarding bid requirements, prepare and process addenda during bidding;		
	.3 arrange for receipt of bids, opening of bids, comparative review, and report results for <i>Client's</i> direction on award;		
	.4 review and comment on proposed substitutions;		
	.5 assist the <i>Client</i> with construction contract negotiations;		
	.6 prepare construction contracts and assemble <i>Contract Documents</i> for signature by the contracting parties.		
	<b>CONSTRUCTION PHASE</b>		
.24	<b>Limited General Review</b> – Provide limited <i>General Review Services</i> during construction restricted to life safety and code compliance; examine, evaluate, and report upon representative samples of the <i>Work</i> ; keep the <i>Client</i> informed of the progress of the <i>Work</i> ; report life safety and code compliance defects and deficiencies in the <i>Work</i> observed during the course of the site reviews; and report in writing to the <i>Client</i> , contractor and where required by law to the chief building official.		
.25	<b>General Review</b> – Provide <i>General Review Services</i> during construction; examine, evaluate, and report upon representative samples of the <i>Work</i> ; keep the <i>Client</i> informed of the progress and quality of the <i>Work</i> ; report defects and deficiencies in the <i>Work</i> observed during the course of the site reviews; and report in writing to the <i>Client</i> , contractor, and authorities having jurisdiction.		

2.1	ITEM	Service / Fee Reference:	Comments
.26	<b>Site Meetings</b> – Attend site meetings with contractor, major sub-contractors, and <i>Consultants</i> , where appropriate, to review the progress of the <i>Work</i> .		
.27	<b>WSIB Certificates, Bonds, and Insurance Policies</b> – Arrange to receive from the contractor, as required under the construction contract, Workplace Safety Insurance Board (WSIB) certificates, bonds, and insurance policies and deliver to <i>Client</i> for <i>Client's</i> bond and insurance advisors to review.		
.28	<b>Construction Schedule</b> – Receive construction schedule from contractor, review and forward it with comments to <i>Client</i> .		
.29	<b>Schedule of Values</b> – Receive schedule of values from contractor, review and adjust, if required. Advise both <i>Client</i> and contractor that the agreed schedule of values will form the basis for factoring percentage of <i>Work</i> completed into certificates for payment.		
.30	<b>Payment Certification</b> – When engaged to provide <i>General Review Services</i> as per Schedule 3 2.1.23, receive and assess contractor's applications for payment; determine the amounts owing to the contractor under the construction contract based on the <i>Architect's</i> observations and evaluation of the contractor's applications for payment having factored percentage of completeness against the contractor's schedule of values and issue certificates for payment to the <i>Client</i> within 10 days of receipt of contractor's proper invoice by the <i>Architect</i> , in the value proportionate to the amount of the construction contract, of work performed and products delivered to the <i>Place of the Work</i> .		
.31	<b>Construction Contract Documentation Interpretation</b> – On the written request of either the <i>Client</i> or the contractor, render written interpretations and findings within a reasonable time, consistent with the intent of and reasonably inferable from the construction <i>Contract Documents</i> , showing partiality to neither the <i>Client</i> nor the contractor, on claims, disputes, and other matters in question between the <i>Client</i> and the contractor relating to the execution or performance of the <i>Work</i> or the interpretation of the construction <i>Contract Documents</i> .		
.32	<b>Shop Drawings and Submittals</b> – Review and take other appropriate action with reasonable promptness upon such contractor's submittals as shop drawings, product data, and samples for conformance with the general design concept of the <i>Work</i> as provided in the construction <i>Contract Documents</i> .		
.33	<b>Supplemental Details and Instructions</b> – Prepare and issue additional documents and supplemental instructions to the contractor, as required for clarification of the requirements of the <i>Construction Documents</i> , with reasonable promptness or in accordance with a schedule for such instructions agreed to by the <i>Architect</i> and the contractor.		
.34	<b>Requests for Information (RFIs)</b> – Receive requests for information (RFIs) from the contractor and process in a timely manner.		
.35	<b>Proposed Change Notices/Change Orders and Change Directives</b> – Prepare proposed change notices, drawings, specifications, and supporting data, evaluate contractor's proposals, and prepare change orders and change directives for the <i>Client's</i> approval and signature in accordance with the construction <i>Contract Documents</i> .		

2.1	ITEM	Service / Fee Reference:	Comments
.36	<b>Inspection &amp; Testing Services</b> – Provide assistance in having inspection and testing companies perform services as required by the construction <i>Contract Documents</i> ; receive and review their reports and report to <i>Client</i> .		
.37	<b>Substantial Performance</b> – When retained to provide payment certification as per Schedule 3 2.1.28, prepare and issue, at the appropriate time, a certificate of <i>Substantial Performance of the Work</i> in accordance with the provisions of the <i>Lien Legislation</i> .		
.38	<b>Deemed Completion</b> – When retained to provide payment certification as per Schedule 3 2.1.28, prepare and issue at the appropriate time, a statement of construction contract deemed completion in accordance with the provisions of the <i>Lien Legislation</i> .		
.39	<b>Contractor's Close-out Documentation</b> – Receive from the contractor and forward to the <i>Client</i> for the <i>Client's</i> acceptance the written warranties, manuals, and related documents as required under the construction contract.		
.40	<b>Takeover Procedure</b> – Arrange for takeover of the <i>Work</i> by the <i>Client</i> , including demonstration of operating equipment, and handover of operating and maintenance manuals and replacement parts as specified.		
.41	<b>Warranty Review</b> – Prior to the end of the contractor's standard warranty period, which is typically one year following the date of <i>Substantial Performance of the Work</i> or <i>Ready-for-Takeover</i> , as appropriate, review any defects or deficiencies that have been reported or observed during that period, and notify the contractor in writing of those items requiring attention by the contractor to complete the <i>Work</i> in accordance with the construction contract between the owner and contractor.		

End Notes



## Schedule 3 – Additional Services

### ARCHITECT'S SCOPE OF ADDITIONAL SERVICES

This table of *Additional Services* is to be read in conjunction with and as part of the *Contract*.

(Indicate in the table below *Additional Services* to be provided by the Architect and the manner of compensation as indicated in Fee Reference for each identified in Article A18.)

3.1	ITEM	Service / Fee Reference:	Comments
	<b>PRE-DESIGN SERVICES</b>		
.1	<b>Pre-Design Study</b> – Provide pre-design study or <i>Services</i> such as: to assist with analyzing the reasonable probability of the <i>Client's</i> objectives for the <i>Project</i> being reached within the <i>Client's</i> budget and advise on measures to align the <i>Project</i> requirements with the budget, assess the suitability of the <i>Client's</i> site to accommodate the <i>Project</i> , taking into account known site constraints, ability to support future additions, and potential impact of known proposed developments in the vicinity.		
.2	<b>Existing Building Assessment</b> – Provide assessment of the condition of existing buildings, systems, and equipment.		
.3	<b>Multiple Sites</b> – Provide pre-design site evaluations, planning surveys, or comparative studies of a number of multiple prospective sites.		
.4	<b>Programming</b> – Provide analyses of the <i>Client's</i> needs and prepare a written <i>Functional Program</i> as described in GC05.1.		
.5	<b>Verifying Drawings</b> – Review drawings furnished by the <i>Client</i> , and visit site and take measurements to satisfy that drawings are reasonably accurate in their representation of the premises.		
.6	<b>Measured Drawings</b> – Confirm with the <i>Client</i> the purpose of the measured drawings and the accuracy required, make measurements, augment with photographs, and field notes as appropriate, and prepare drawings.		
.7	<b>Survey, Geotechnical, or Hazardous Materials</b> – Assist the <i>Client</i> in the engagement of <i>Consultants</i> to obtain survey, geotechnical, or <i>Toxic or Hazardous Substances or Materials</i> reports required by the <i>Contract</i> .		
	<b>GENERAL SERVICES, ALL APPLICABLE PHASES</b>		
.8	<b>Enhanced Project Management</b> – Provide <i>Project Management Services</i> not included under <i>Basic Services</i> .		
.9	<b>Cash Flow Projection</b> – Provide and update as needed a cash-flow projection for the <i>Architect's</i> fees and disbursements.		
.10	<b>Enhanced Coordination</b> – Provide <i>Services</i> related to designation of the <i>Architect</i> as coordinator of licensed professionals.		
.11	<b>Detailed Estimates of Construction Cost</b> – Provide detailed <i>Estimates of Construction Costs</i> .		
.12	<b>Detailed Quantity Surveys, Inventories</b> – Provide detailed quantity surveys and inventories of existing material and equipment other than that included in FF&E.		

3.1	ITEM	Service / Fee Reference:	Comments
.13	<b>Future Facilities</b> – Provide <i>Services</i> relating to future facilities, systems, and equipment not included in the <i>Construction Cost</i> .		
.14	<b>Provision of Interior Design Services</b> – Provide or engage the services of an interior designer to provide interior design services commensurate with other architectural services under this <i>Contract</i> .		
.15	<b>Furniture Fittings &amp; Equipment (FF&amp;E) Analysis</b> – Provide <i>Services</i> for the inventory and assessment of existing FF&E and analysis of <i>Client's</i> requirements		
.16	<b>Furniture Fittings &amp; Equipment (FF&amp;E)</b> – Provide <i>Services</i> for the selection and installation review of FF&E, including reuse of <i>Client's</i> inventoried FF&E.		
.17	<b>Signage</b> – Provide <i>Services</i> for design, selection, procurement, and installation of graphics, signage, and similar elements for interior or exterior application.		
.18	<b>Tenant-Related Services</b> – Provide tenant layout and design services or documents not otherwise included in fees.		
.19	<b>Marketing</b> – Prepare promotional presentations or special marketing materials.		
.20	<b>Model/Rendering/Video</b> – Provide specifically commissioned physical model (maquette), architectural rendering, computer rendering, or video, which become the property of the <i>Client</i> .		
.21	<b>Photography</b> – Provide specially commissioned photography or photographic records of site, existing conditions, construction, or other.		
.22	<b>Language Translation</b> – Provide language translation services for <i>Construction Documents</i> or other documents.		
.23	<b>Value Engineering</b> – Provide <i>Services</i> in connection with value engineering or analysis.		
.24	<b>CAD/BIM Files</b> – Provide editable copies of CAD or BIM files in accordance with the requirements of Appendix A.		
.25	<b>Moral Rights</b> – Relinquish the <i>Architect's Moral Rights</i> in the <i>Project</i> in accordance with the requirements of Appendix B.		
	<b>PERMITS AND APPROVALS</b>		
.26	<b>Special Approvals of Authorities</b> – Provide studies, prepare drawings and other documents, attend meetings or public hearings, arrange for engagement of specialist <i>Consultants</i> if required, and assist <i>Client</i> in submission of application for:		
	.1 Zoning or Land Use Amendment;		
	.2 Committee of Adjustment or variance from bylaws;		
	.3 Site Plan Approval;		
	.4 Other Approvals; (list and describe)		

3.1	ITEM	Service / Fee Reference:	Comments
	<b>BIDDING/NEGOTIATION PHASE</b>		
.27	<b>Pre-qualification of Bidders</b> – Prepare parameters of pre-qualification process, advise participants of rating criteria, receive responses from interested parties, prepare analysis spreadsheet, and report results to <i>Client</i> for <i>Client's</i> decision.		
.28	<b>Multiple Bid Packages</b> – Provide <i>Services</i> and prepare multiple bid document packages as identified herein in connection with alternative, separate, or sequential bidding processes or with negotiation of trade contracts.		
.29	<b>Issued for Construction Drawings</b> – Prepare Issued for Construction drawings, incorporating relevant addenda, or negotiated changes during bid/negotiation phase.		
	<b>CONSTRUCTION PHASE</b>		
.30	<b>Additional On-Site Representation</b> – Provide extensive or full-time on-site review or representation.		
.31	<b>Early Release of Holdback</b> – Provide <i>Services</i> in connection with the early release of holdback for completed subcontracts or trade contracts.		
.32	<b>Multiple Releases of Holdback</b> – Provide <i>Services</i> in connection with the release of holdback on an annual basis, or phased basis.		
.33	<b>Multiple Phases</b> – Provide <i>Services</i> in connection with multiple phased occupancies.		
.34	<b>Multiple Contracts</b> – Provide additional construction contract administration <i>Services</i> in connection with Construction Management, Fast track or Design Build delivery.		
.35	<b>Ready-for-Takeover</b> – Review the <i>Work</i> and issue at the appropriate time a <i>Ready-for-Takeover</i> statement in accordance with the provisions of the construction contract.		
.36	<b>Early Occupancy</b> – Provide additional site and documentation reviews in relation to early occupancy of all or a portion of the <i>Project</i> . Provide additional <i>Services</i> relating to multiple warranty periods for the <i>Project</i> .		
.37	<b>Updated Drawings</b> – Prepare and submit to the <i>Client</i> in a timely manner Updated Drawings incorporating supplemental instructions, change orders, and other changes issued during construction.		
.38	<b>Updated Specifications</b> – Prepare and submit to the <i>Client</i> in a timely manner Updated Specifications incorporating supplemental instructions, change orders, and other changes issued during construction.		
.39	<b>Record Drawings</b> – Prepare and submit to the <i>Client</i> in a timely manner Record Drawings incorporating changes in the <i>Work</i> made during construction based on as-built drawings (marked-up prints), drawings, and other data furnished by the contractor to the <i>Architect</i> ; the accuracy and timeliness of the information supplied by the contractor shall not be the responsibility of the <i>Architect</i> .		

3.1	ITEM	Service / Fee Reference:	Comments
.40	<b>Commissioning</b> – Provide <i>Services</i> related to commissioning in the utilization of equipment or systems such as testing, adjusting, and balancing, preparation of operation and maintenance manuals, training operation or maintenance personnel for operation and maintenance, and consultation during operation.		
.41	<b>Notice of Non-payment</b> – Assist the <i>Client</i> in drafting any statutory notices of non-payment in accordance with the requirements of the <i>Lien Legislation</i> .		
.42	<b>Disputes with Contractor</b> – If requested by the <i>Client</i> , provide assistance with any dispute arising between the <i>Client</i> and the contractor, including assistance in preparing documents required for submission in an <i>Adjudication</i> under the <i>Lien Legislation</i> .		
.43	<b>Artefacts</b> – Investigate the impact on the <i>Work</i> of the discovery of fossils, coins, articles of value or antiquity, structures, and other remains or things of scientific or historic interest at the <i>Place of the Work</i> .		

End Notes

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## Schedule 4 – Other Services

### ARCHITECT’S SCOPE OF SERVICES NOT LISTED ELSEWHERE

This list of other *Services* is to be read in conjunction with and as part of the *Contract* when listed as a contract document in the appropriate Article.

*(Indicate below other Services to be incorporated into the Contract.)*

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## Schedule 5 – Other Terms and Conditions

### Other Terms and Conditions of the Contract

These other terms and conditions are to be read in conjunction with and as part of the *Contract* when Schedule 5 is listed as a contract document in the appropriate Article. Amendments to the Articles shall take precedence over the Articles. Amendments to the Definitions shall take precedence over the Definitions and Supplementary Conditions shall take precedence over the General Conditions.

*(Indicate below other terms and conditions to be incorporated into the Contract.)*

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## Appendix A

### Provision of Editable CAD or BIM Files

When the provision of editable CAD/BIM files in Schedule 3 is selected by the *Client*, the *Architect* shall provide editable CAD or BIM files, whichever was used for the *Project*. *Architect* hereby grants a limited, non-exclusive, royalty-free, irrevocable, perpetual licence to the *Client* to use and reproduce the editable files for management of the facility including any future additions, renovations, or alterations. This licence is transferable provided that the same licence conditions are agreed to by the transferee. The transfer of this licence does not relieve the *Client* of its obligations under this licence.

If the *Contract* is terminated by the *Client* for convenience or for any reason unrelated to the *Architect's* performance of this *Contract*, this licence is void.

If the *Contract* is terminated by the *Client* for cause, the editable CAD or BIM files provided shall represent the last milestone achieved before termination.

Where the *Client* has a CAD or BIM standard known to the *Architect* at the time of the *Contract* signing, the editable files shall be provided in accordance with the *Client's* standard. Where the *Client* does not have a CAD or BIM standard or the standard was not made known to the *Architect* at the time of the *Contract* signing, the editable files shall be provided in the *Architect's* office standard.

The files provided shall represent the state of the drawing files at the latest *Project* milestones achieved as selected in Table 1 following:

1	ITEM	Service Provided:	Comments
.1	Site Plan Approval		
.2	Completion of pre-design phase		
.3	Completion of schematic design phase		
.4	Completion of design development phase		
.5	Construction documents phase		
	.1 Bid drawings		
	.2 Permit drawings		
.6	Completion of bid phase (issued for construction drawings)		
.7	Completion of construction phase ( <i>Record Drawings</i> )		

As a condition precedent to the use of the editable CAD or BIM files by the *Client*, the *Client* agrees that use of the editable files is at the *Client's* own risk. The *Client* further agrees to indemnify and hold harmless the *Architect*, *Architect's* employees, agents, and *Consultants* from and against all claims, losses, demands, costs and expenses (including legal fees), damages, or recoveries (including any amounts paid in settlement) in contract or in tort arising by reason of, caused by, or alleged to be caused by, the *Client's* reliance on or use of the editable CAD or BIM files or the information contained therein.

No reliance shall be made by the *Client* or any third party on any information contained in the files that is not included in a pre-defined plottable view intended to produce a drawing sheet included in the list of drawings.

This licence does not include any right to use the editable CAD or BIM files or documents derived from them in relation to another *Project*, including another building on the same or a different site.

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## Appendix B

### Waiver of Moral Rights

When relinquishment of *Moral Rights* is selected in Schedule 3 by the *Client*, to facilitate the *Client's* use of the *Project*, including any future modifications, upon completion of the *Project*, the *Architect*, hereby waives in favour of the *Client* their *Moral Rights* in the *Project* as indicated and selected below:

- ☐ Not Applicable. *Moral Rights* are retained by the *Architect* with respect to the *Project* in its entirety;
- ☐ *Moral Rights* in the design as expressed in the drawings only;
- ☐ *Moral Rights* in the design as expressed in the built form only.
- ☐ *Moral Rights* in the design as expressed in the drawings and the built form.

The *Architect* shall require its *Consultants* to provide a similar waiver of their *Moral Rights*.

For clarity, if the *Contract* is terminated by the *Client* for convenience or for any reason unrelated to the *Architect's* performance of this *Contract*, or if the *Client* fails to perform any of its obligations in the *Contract*, this waiver of *Moral Rights* is void.

If the *Contract* is terminated by the *Client* for cause pursuant to the *Contract* prior to completion of the *Project*, and the *Client* performs its obligations in the *Contract*, the *Architect* and its *Consultants* hereby waive in favour of the *Client*, their *Moral Rights* in the *Project* regardless of what the *Architect* has identified in their voluntary waiver identified in paragraph 1 of this Appendix B.

In cases of significant restoration, alteration, or addition, and where *Moral Rights* are retained by the *Architect* with respect to the *Project* in its entirety or in the design as expressed in the built form, the *Client* shall consult with the *Architect* as to how retain the integrity of the *Architect's* work while providing for the new work.

Acting in good faith, in cases of significant restoration, alteration, or addition, and where *Moral Rights* are waived, the *Client* may but shall not be obliged to, consult with the *Architect* as to how best retain the integrity of the *Architect's* work while providing for the new work.

.....  
**CLIENT** (*Signature*)

.....  
**ARCHITECT** (*Signature*)

.....  
(*Printed name and title*)

.....  
(*Printed name and title*)

I have authority to bind the *Client*

I have authority to bind the *Architect*

.....  
(*Date*)

.....  
(*Date*)

*Moral Rights* in this Appendix has the same meaning given to it in the *Copyright Act*, R.S.C. 1985, c. C-42, as amended as of the *Effective Date* of the *Contract*.