

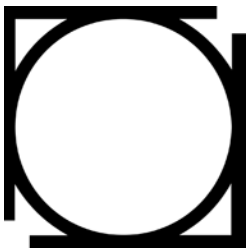
OAA 900

2021 LT

Version 1.2, January 2025

Standard Form of Subcontract Between Licensed Technologist and Subconsultant

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- OAA's Practice Review Committee,
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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	Jan. 2025	Updated to reflect amendments to the <i>Architects Act</i> and Regulation 27
1.1	Mar. 2023	Signature block revised and copyright notice
1.0	Sept. 2022	Original issue

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Agreement

A01 *Effective Date:* This *Subcontract* is effective as of the _____ day of the month of _____ in the year _____.

A02 between the *Licensed Technologist*:

A03 and the *Subconsultant*:

A04 for the following *Project*:

A05 The name of the *Client* is: _____

A06 The *Subconsultant's* discipline is: _____

A07 The *Licensed Technologist* has made a contract with the *Client* dated _____, herein referred to as the *Prime Contract*, to provide *Services* to the *Client* for the *Project*. A copy of the *Prime Contract* including all schedules and attachments, from which financial terms may be excluded, is attached to and forms part of this *Subcontract*.

A08 Except as expressly provided in this *Subcontract*, to the extent applicable to the *Subcontract Services*:

- (i) the same terms and conditions set out in the *Prime Contract* shall apply to this *Subcontract* with necessary changes for context being applied;
- (ii) *Subconsultant* shall assume and perform all the duties, responsibilities, obligations, and liabilities of the *Licensed Technologist* under the *Prime Contract*, and shall be bound by all rulings of the *Client* under the *Prime Contract* to the same extent the *Licensed Technologist* is so bound; and
- (iii) *Subconsultant* shall have the same rights, powers, and remedies against the *Licensed Technologist* under this *Subcontract* as the *Licensed Technologist* has against *Client* under the *Prime Contract*, and will not be entitled to greater rights, entitlements, or relief against the *Licensed Technologist* under this *Subcontract* than the *Licensed Technologist* actually obtains from the *Client* under the *Prime Contract*.

A09 The *Subcontract Services* shall include, in addition to the items listed in Schedule 4, the interface and coordination between those items and the *Services* of the *Licensed Technologist*, and the services of *Other Subconsultants*.

A10 The *Subconsultant* shall engage and coordinate the services of the following *Sub-subconsultants*:

Refer to Schedule 1 when the space provided here is insufficient.

A11 The *Subconsultant* may rely on the accuracy and completeness of all information provided by the *Licensed Technologist* and *Client* to the same extent the *Licensed Technologist* may rely on the accuracy and completeness of such information under the *Prime Contract*.

A12 The *Subconsultant* shall, in a timely manner and in accordance with the *Standard of Care*, review the *Place of the Work* and as required for performance of the *Subcontract Services* to the extent allowed by the *Client* under the *Prime Contract* and review for itself all information provided by the *Client* and *Licensed Technologist* pursuant to Article A11. The *Licensed Technologist* shall provide the *Subconsultant* with timely access to the *Place of the Work* to the extent permitted by the *Client* and all such information as required for the *Subconsultant's* compliance with this Article A12.

The *Subconsultant* shall be liable for existing conditions or conditions discovered or arising in the course of the *Project* to the same extent as the *Licensed Technologist* is so liable under the *Prime Contract*.

A13 For performance of the *Subcontract Services*, the *Subconsultant's* fee shall be as set out below:

Refer to Schedule 2 for additional information when the space provided here is insufficient.

A14 An *Invoice* shall include all information and supporting documentation required for a *Proper Invoice* under the *Prime Contract*, the *Licensed Technologist's* and the *Subconsultant's* respective project numbers, and the information listed in Schedule 2.

A15 Except as otherwise described in Schedule 2, *Invoices* shall be prepared and submitted monthly at least five *Working Days* prior to the date for submission of *Proper Invoices* under the *Prime Contract*. Interest due on overdue payments shall be as per the *Prime Contract*.

A16 In the event the *Licensed Technologist* or *Client* disputes all or a portion of an *Invoice*, the *Licensed Technologist* shall give *Notice in Writing* to the *Subconsultant*, if applicable, in accordance with the *Lien Legislation*. Any *Dispute* regarding an *Invoice* or payment shall be resolved in accordance with the dispute resolution procedures of this *Subcontract* and, if applicable, *Adjudication*.

A17 Upon request, the *Licensed Technologist* shall confirm to the *Subconsultant* when it includes all or part of amounts claimed in an *Invoice* in an application for payment made under the *Prime Contract*. Subject to any holdback required by the *Lien Legislation*, the *Licensed Technologist* shall pay the *Subconsultant's* fee and *Reimbursable Expenses* payable under this *Subcontract* plus value-added tax (*HST*) within seven days after the *Licensed Technologist* receives corresponding payment from the *Client* or as otherwise required by the *Lien Legislation*. The *Licensed Technologist* shall exert reasonable and diligent efforts to collect payment from the *Client*, including interest on overdue payments.

A18 This *Subcontract* is comprised of the following documents:

** (Insert here a list identifying all documents forming part of the Subcontract. List additional documents in Schedule 3 and attach to the Subcontract as required.)*

Priority #	Subcontract Document
<input type="checkbox"/> Refer to Schedule 3 for additional documents when the space provided here is insufficient.	

In the event of any conflict or inconsistency among the documents of the *Subcontract*, the order of priority of such documents, from highest to lowest, shall be as identified in the table above.

A19 This *Subcontract*, together with the schedules, appendices, *Prime Contract* and other documents listed in Article A18 represents the entire and integrated agreement between the *Licensed Technologist* and the *Subconsultant* and supersedes all other prior negotiations, representations, or contracts, either written or oral between the parties relating to the matters herein.

A20 This *Subcontract* may be amended only in writing, signed by both the *Subconsultant* and the *Licensed Technologist*.

A21 The parties may sign this *Subcontract* in counterparts with the same effect as if the parties had executed the same document and an electronic copy of this *Subcontract* shall be deemed as legally binding as an original copy. Any counterparts are to be construed together and will constitute one and the same original document. The parties shall deliver any executed counterparts of this *Subcontract* in accordance with the provisions set out in this *Subcontract* for delivery of *Notices in Writing*.

A22 Notices, *Invoices*, and other communications shall be delivered as noted in Article A02 and Article A03 unless noted otherwise as follows:

To the *Licensed Technologist* at:

To the *Subconsultant* at:

This *Subcontract* is effective as of the day and year written above in Article A01.

.....
LICENSED TECHNOLOGIST (*Signature*)

.....
SUBCONSULTANT (*Signature*)

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

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

I have authority to bind the *Licensed Technologist*

I have authority to bind the *Subconsultant*

Definitions

The following Definitions apply to this Subcontract. References to the singular shall be considered to include the plural as the context requires.

Adjudication	means construction dispute interim adjudication as specified under the <i>Lien Legislation</i> .
Client	is the person or entity identified in Article A05.
Construction Act	means the <i>Construction Act</i> , R.S.O. 1990, c. C.30 and all regulations thereto, as amended as of the <i>Effective Date</i> of the <i>Subcontract</i> .
Dispute	means a disagreement, controversy, or claim between the parties, arising out of or in connection with this <i>Subcontract</i> and includes: <ul style="list-style-type: none">(i) any failure to reach an agreement where an agreement is required or contemplated under this <i>Subcontract</i>; and(ii) differences between the <i>Licensed Technologist</i> and the <i>Subconsultant</i> as to the interpretation, application, or administration of this <i>Subcontract</i>.
Effective Date	means the date the <i>Subcontract</i> becomes effective as stipulated in Article A01.
Extra Services	are those professional services and responsibilities of the <i>Subconsultant</i> that are not identified as comprising <i>Subcontract Services</i> under the <i>Subcontract</i> (whether or not described in Schedule 4 to the <i>Subcontract</i>), are expressly excluded from the <i>Subcontract Services</i> , or are otherwise not contemplated as forming part of the <i>Subcontract Services</i> at the time of <i>Subcontract</i> signing.
Instruments of Service	are the paper or electronic documents (including portable document files [PDF]) that comprise the design, drawings, reports, and specifications prepared by or on behalf of the <i>Subconsultant</i> or its <i>Sub-subconsultants</i> , including but not limited to <i>Construction Documents</i> , plans, sketches, drawings, graphic representations, specifications, photographs, and materials prepared for the approval of the <i>Licensed Technologist</i> , the <i>Client</i> , the authorities having jurisdiction, and for construction, but do not include software systems, databases, computer programs, editable computer-aided design documents (e.g. CAD or BIM), drafts or superseded versions of documents, or communications in whatever form among the <i>Subconsultants</i> except to the extent required by the <i>Prime Contract</i> or otherwise agreed in writing. This includes <i>Record Drawings</i> where such are requested as part of <i>Additional Services</i> .
Invoice	means a written application for payment for <i>Subcontract Services</i> , materials, <i>Reimbursable Expenses</i> , or other compensation containing at a minimum the information stipulated in Article A14.
Licensed Technologist	is the person or entity identified in Article A02 which is the holder of a Certificate of Practice issued by the Ontario Association of Architects (OAA) and holds a limited license to practise in the province of Ontario.
Lien Legislation	means the lien legislation applicable to the <i>Place of the Work</i> and includes any payment legislation in effect at the <i>Place of the Work</i> which governs payment under construction contracts. Where the <i>Place of the Work</i> is located in Ontario, <i>Lien Legislation</i> shall mean the <i>Construction Act</i> .
Moral Rights	has the same meaning given to it in the <i>Copyright Act</i> , R.S.C. 1985, c. C-42, as amended as of the <i>Effective Date</i> of the <i>Contract</i> .
Notice in Writing	means a written communication between the parties that is transmitted in accordance with the GC11.1.
Other Subconsultant	is a person or an entity engaged by the <i>Client</i> to perform work or services for the <i>Project</i> or engaged by the <i>Licensed Technologist</i> to perform a part or parts of the <i>Services</i> . For certainty, <i>Other Subconsultant</i> does not include the <i>Subconsultant</i> or its <i>Sub-subconsultants</i> .

Place of the Work	is the designated site or location of the <i>Work</i> identified in Article A04.
Prime Contract	means the <i>Contract</i> between the <i>Client</i> and the <i>Licensed Technologist</i> for the provision of <i>Services</i> to the <i>Client</i> for the <i>Project</i> , and includes all the schedules, appendices, and other documents included therein.
Project	means the total enterprise or endeavour contemplated under Article A04 of which the <i>Work</i> may be the whole or a part.
Proper Invoice	means a written application for payment for <i>Services</i> , materials, <i>Reimbursable Expenses</i> , or other compensation submitted by the <i>Licensed Technologist</i> in accordance with the <i>Prime Contract</i> .
Reimbursable Expenses	means the actual expenditures, supported by receipts or invoices, incurred by the <i>Subconsultant</i> and its <i>Sub-subconsultants</i> in the interest of the <i>Project</i> , and which are reimbursable under the <i>Prime Contract</i> or otherwise identified as reimbursable expenditures in Schedule 2.
Services	means the services for the <i>Project</i> to be performed by the <i>Licensed Technologist</i> under the <i>Prime Contract</i> and all obligations of the <i>Licensed Technologist</i> under the <i>Prime Contract</i> , whether provided directly by the <i>Licensed Technologist</i> or through the <i>Subconsultant</i> or <i>Other Subconsultants</i> .
Standard of Care	means the standard of care required by the <i>Prime Contract</i> for performance of the <i>Services</i> or, where the <i>Prime Contract</i> does not establish a standard of care, means the level of professional skill, care, and diligence as would be exercised by a reasonable <i>Subconsultant</i> practising in the same area in the same or similar locality under similar circumstances as measured by the professional standard of the time.
Subcontract	The <i>Subcontract</i> is the undertaking by the parties comprised of the Agreement form, Definitions, General Conditions, Appendices, and Schedules hereto and including the <i>Prime Contract</i> and other documents listed in Article A18 or Schedule 3 to perform their respective duties, responsibilities, and obligations as described therein
Subcontract Services	means the portion of the <i>Services</i> for the <i>Project</i> to be performed by the <i>Subconsultant</i> as identified in Schedule 4 and all obligations of the <i>Subconsultant</i> under this <i>Subcontract</i> , whether provided directly by the <i>Subconsultant</i> or through its <i>Sub-subconsultants</i> .
Subconsultant	is a person or an entity identified in Article A03.
Sub-subconsultant	is a person or an entity engaged by the <i>Subconsultant</i> to perform a part or parts of the <i>Subcontract Services</i> .
Work	means the total construction and related services required by the <i>Contract Documents</i> .
Working Day	means any day of the week other than Saturday, Sunday, a statutory vacation day that is observed by the construction industry in the area of the <i>Place of the Work</i> , a statutory holiday in the area of the <i>Place of the Work</i> , or a statutory holiday in the Province of Ontario.

General Conditions

GC01 CONSULTANT'S SCOPE OF SUBCONTRACT SERVICES

- 1.1 The *Subconsultant* shall provide the *Subcontract Services* in accordance with the *Standard of Care* and Article A08. *Extra Services* will be permitted only when authorized by the *Licensed Technologist* in advance and in writing. When the *Subconsultant* has reason to believe any *Extra Services* are warranted it shall promptly give the *Licensed Technologist Notice in Writing* and comply with any requirements of the *Prime Contract* relating to claims for changes to the *Services*.

GC02 REPRESENTATIVES

- 2.1 The *Subconsultant* shall also utilize key personnel where so identified in this *Subcontract* or the *Prime Contract*. The *Licensed Technologist* and the *Subconsultant* shall not replace their respective representative or key personnel without the approval of the other party, whose approval shall not unreasonably be withheld.

GC03 COMMUNICATIONS

- 3.1 The *Licensed Technologist* shall establish the protocol for the exchange of information and communications. Except as agreed otherwise, all communications between the *Subconsultant* and the *Client*, contractors, or *Other Subconsultants* for the *Project* shall be forwarded through the *Licensed Technologist*.
- 3.2 The *Subconsultant* shall comply with all obligations of confidentiality under the *Prime Contract*.

GC04 COORDINATION

- 4.1 The *Subconsultant* shall coordinate all aspects of its design for the *Subcontract Services* with the *Services* and designs of the *Licensed Technologist* and the services of *Other Subconsultants*, and coordinate the work of its *Sub-subconsultants* as necessary for the proper coordination of the *Project*.
- 4.2 Without obligation or liability, the *Licensed Technologist* will notify the *Subconsultant* in a timely manner if the *Licensed Technologist* becomes aware of any errors, omissions, or inconsistencies in the *Subconsultant's* documents.
- 4.3 The *Subconsultant* shall ascertain the requirements for the *Subcontract Services* and shall bring to the attention of the *Licensed Technologist* in a timely manner any conflict, error, inconsistency, or omission the *Subconsultant* may discover in documents or information provided by the *Licensed Technologist*, *Client*, or *Other Subconsultants*.
- 4.4 The *Subconsultant* shall recommend to the *Licensed Technologist* investigations, surveys, tests, analyses, reports, and the services of *Other Subconsultants* not within the scope of the *Subcontract Services* that should be obtained for the proper execution of the *Subcontract Services* or that may be reasonably needed for the *Project*. The *Licensed Technologist* shall request that the *Client* furnish the information or services.

GC05 TIMELINESS

- 5.1 The *Subconsultant* shall perform the *Subcontract Services* in accordance with any schedule for the *Project* or *Services* set out in the *Prime Contract* and, in any event, in a timely and diligent manner as required to allow the *Licensed Technologist* to satisfy any schedule requirements of the *Prime Contract*. Without limiting the foregoing, the *Subcontract Services* shall be performed expeditiously for the orderly progress of the *Project* and in a manner, sequence and timing so that the *Subcontract Services* will be coordinated with the *Services* of the *Licensed Technologist* and the services of *Other Subconsultants* for the *Project*.

GC06 RIGHT TO AUDIT

- 6.1 The *Subconsultant* shall maintain and keep complete, true, and correct financial records relating to this *Subcontract*, together with supporting or underlying documents and materials as required by the *Prime Contract* and otherwise in accordance with this GC06. Such documents shall be retained by the

Subconsultant for a period of at least six years following the completion, expiry, or termination of this *Subcontract*, including any and all renewals thereof, or for such longer period as may be required by the *Prime Contract*.

For certainty, in the event of any conflict or inconsistency among the obligations and requirements of this GC06 and the *Prime Contract*, the more strict obligations and requirements shall govern.

- 6.2 No provision of this *Subcontract* will be construed so as to give the *Licensed Technologist* or *Client* any control whatsoever over the *Subconsultant's* records. During the term of this *Subcontract*, and until the expiry of the retention period established in GC06.1, the *Licensed Technologist*, any authorized representative of the *Licensed Technologist*, or *Client* will be entitled, upon at least five *Working Days'* prior *Notice in Writing* to the *Subconsultant*, to review or audit during the *Subconsultant's* normal business hours any of those records pertaining to *Reimbursable Expenses* and *Subcontract Services* charged on an hourly or per diem basis. Nothing herein shall give the *Licensed Technologist* or *Client* the right to audit records pertaining to *Subcontract Services* provided for a fixed fee, or the right to remove the records from the *Subconsultant's* possession. The *Licensed Technologist* or *Client* may request copies to be made of the records at their own expense.
- 6.3 The *Subconsultant* shall require commensurate audit rights in favour of the *Licensed Technologist* and *Client* from the *Subconsultant's* *Sub-subconsultants* and the obligations of these rights shall be explicitly included in any subcontract or agreement formed between the *Subconsultant* and *Sub-subconsultants*.

GC07 COPYRIGHT AND USE OF DOCUMENTS

- 7.1 The *Subconsultant* shall grant the *Licensed Technologist* and *Client* all rights, including all copyright, to the *Instruments of Service* as required by the *Prime Contract*, including for the *Licensed Technologist's* performance of the *Services*. Without limiting the foregoing, the *Subconsultant* shall relinquish its *Moral Rights* in the *Project* in accordance with the *Prime Contract* or otherwise in accordance with Appendix B when stipulated as part of the *Subcontract Services*. For certainty, in the event of any conflict or inconsistency among the terms of this GC07, including Appendix B, and the *Prime Contract*, the obligations and requirements of the *Prime Contract* shall govern.

GC08 INSURANCE AND LIABILITY

- 8.1 The *Subconsultant* shall obtain and maintain at its own cost insurance of the types and limits and for the same periods as required for the *Licensed Technologist* under the *Prime Contract* unless specific alternative insurance requirements are agreed in writing.
- 8.2 Where paragraph GC08.1 does not apply, the professional liability insurance limits maintained by the *Subconsultant* shall be not less than \$1,000,000 per claim and \$2,000,000 annual aggregate with defence costs in addition to the limits; covering claims arising from errors, omissions, or negligent acts of the *Subconsultant* in the performance of professional services under this contract. These limits shall be maintained for a minimum of two years after the later of completion of the *Subcontract Services* or termination of this *Subcontract*. For certainty, in the event of any conflict or inconsistency among the insurance requirements of this GC08 and the *Prime Contract*, the more strict obligations and requirements shall govern.
- 8.3 The *Subconsultant* shall verify to the *Licensed Technologist's* satisfaction the annual renewal of the required insurance.
- 8.4 Where a single policy of insurance includes both the *Licensed Technologist* and *Subconsultant* as insured, the *Subconsultant* agrees to pay its share of any deductible required to be paid by the insured in accordance with any determination of responsibility for damages or costs, whether by settlement, *Adjudication*, dispute resolution, or other formula agreed to by the parties.
- 8.5 The *Subconsultant* shall, within the limits of its insurance coverages as stipulated in the *Subcontract* indemnify the *Licensed Technologist* from claims, demands, losses, costs, damages, actions, suits, or proceedings in respect of claims by a third party and from losses, costs, or damages suffered by the *Licensed Technologist*, provided these are attributable to error, omission, or negligent act in the performance of the *Subcontract Services* or of those for whom it is responsible at law.

-
- 8.6 Subject to GC08.9, the *Licensed Technologist* agrees that:
- .1 any and all claims, whether in contract or tort, which the *Licensed Technologist* has or hereafter may have against the *Subconsultant* in any way arising out of or related to errors, omissions, or negligent acts in the performance of the *Subconsultant's* duties and responsibilities pursuant to this *Subcontract*, or in connection with the *Project*, shall be limited in the aggregate to the coverage and amount of professional liability insurance required in GC08 during the period stated in GC08. Thereafter the *Subconsultant's* liability shall be limited to the lesser of the coverage and amount required in GC08 or the coverage and amount available to the *Subconsultant* for the payment of such claims at the time the claim is made; and
 - .2 the indemnification of the *Licensed Technologist* by the *Subconsultant* from claims, demands, losses, costs, damages actions, suits, or proceedings in respect of claims by a third party and from losses, costs, or damages suffered by the *Client*, provided these are attributable to error, omission, or negligent act in the performance of the *Services* of the *Licensed Technologist* or of those for whom it is responsible at law shall be within the limits of the *Subconsultant's* professional liability insurance coverages.
- 8.7 Neither the *Licensed Technologist* nor the *Subconsultant* shall commence any claim or proceeding in contract, tort, breach of statutory duty, or otherwise against any current or former employee, officer, or director of the *Licensed Technologist* or *Subconsultant* arising out of negligent, acts, omissions or errors of such person pursuant to this *Subcontract*.
- 8.8 Subject to GC08.9, in respect to indemnification by a party against the other with respect to losses suffered by them, such obligation shall be restricted to direct loss and damage, and neither party shall have any liability to the other for indirect, consequential, punitive, or exemplary damages.
- 8.9 Notwithstanding anything to the contrary in this *Subcontract*, including this GC08, the *Subconsultant* shall be liable to the *Licensed Technologist* for all claims, demands, losses, costs, damages, actions, suits, or proceedings in relation to this *Subcontract*, including performance of the *Subcontract Services*, arising under the *Prime Contract* to the same extent and in the same manner as the *Licensed Technologist* is liable to the *Client* under the *Prime Contract*. For certainty, nothing in this *Subcontract*, including this GC08, shall be interpreted to prevent the *Licensed Technologist* from recovering in full from the *Subconsultant* for any and all claims, demands, losses, costs, damages, actions, suits, or proceedings against the *Licensed Technologist* under the *Prime Contract* to the extent such claims, demands, losses, costs, damages, actions, suits, or proceedings are caused or contributed to by the *Subconsultant*.

GC09 TERMINATION OF SUBCONTRACT SERVICES

- 9.1 If the *Prime Contract* is suspended or terminated by either the *Client* or the *Licensed Technologist*, the *Licensed Technologist* may suspend or terminate this *Subcontract* under the same conditions as the *Prime Contract* and upon the provision of *Notice in Writing* to the *Subconsultant*.
- 9.2 This *Subcontract* may be terminated by either party upon not less than seven days' *Notice in Writing* should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, and such other party does not remedy their performance within the stipulated notice period. Such *Notice in Writing* shall state the reasons for the termination.
- 9.3 Subject to GC09.5, in the event of termination, the *Subconsultant* shall be paid the undisputed amount for all *Subcontract Services* performed to the effective termination date, together with *Reimbursable Expenses* and applicable taxes then due, and for all termination expenses in accordance with GC09.4. Such payment shall be made in accordance with Article A17 following the *Licensed Technologist's* receipt of an *Invoice* from the *Subconsultant*.
- 9.4 Termination expenses are payable to the *Subconsultant* under this GC09.4, except for termination under GC09.2 or where termination of the *Prime Contract* was due to the fault or breach of this *Subcontract* by the *Subconsultant*. Termination expenses shall include expenses directly attributable to termination for which the *Subconsultant* is not otherwise compensated plus an amount for the *Subconsultant's* anticipated profit calculated as 10% of the value of the *Subcontract Services* remaining to be performed by the *Subconsultant*. Notwithstanding the foregoing, where termination of the *Prime Contract* was not due to the fault of the *Licensed Technologist* or *Subconsultant*, the *Subconsultant's* payment for

termination expenses shall be subject to the *Licensed Technologist's* receipt of corresponding payment from the *Client*.

- 9.5 The *Subconsultant's* receipt of payment under this GC09 for all *Subcontract Services* performed to the effective termination date, together with *Reimbursable Expenses* and applicable taxes then due, shall be subject to the *Licensed Technologist's* receipt of corresponding payment from the *Client*.

GC10 DISPUTE RESOLUTION

- 10.1 All *Disputes* shall be settled in accordance with this GC10. If the *Subconsultant* or the *Licensed Technologist* becomes aware of a *Dispute*, including any disagreement related to payment, that party shall give timely *Notice in Writing* of the *Dispute* to the other party.
- 10.2 Any *Dispute* arising under this *Subcontract* shall be resolved in accordance with the dispute resolution provisions of the *Prime Contract* except that should a *Dispute* be as between the *Subconsultant* and the *Licensed Technologist* only, such *Dispute* shall be resolved by one or more of the following means in the order listed until a resolution is arrived at: (i) amicable negotiation, (ii) subject to mutual agreement, mediation (iii) subject to mutual agreement, arbitration (iv) whatever means of dispute resolution is available to them through the courts of the applicable jurisdiction.
- 10.3 Without limiting the *Subconsultant's* right to suspend the *Subcontract Services* under the *Lien Legislation*, the *Licensed Technologist* and the *Subconsultant* agree to continue performing their respective obligations under this *Subcontract* while a *Dispute* is being resolved pursuant to this GC10.

GC11 MISCELLANEOUS CONDITIONS

- 11.1 The addresses for official notice shall be as stated in Article A22. And all *Notices in Writing* issued pursuant to this *Subcontract* shall be issued and deemed received in accordance with the terms of the *Prime Contract*.
- 11.2 The *Subconsultant* shall be an independent contractor in performing the *Subcontract Services* and its obligations under the *Subcontract*. This *Subcontract* does not create any agency, partnership, joint venture, fiduciary, or other relationship of the *Subconsultant* with the *Licensed Technologist* other than the relationship of independent contractor. Nothing contained in this *Subcontract* shall create any employment or contractual relationship between the *Subconsultant* and the *Client* or between the *Subconsultant* and any *Other Subconsultants*.
- 11.3 This *Subcontract* shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Except in respect of *Disputes* arising under or proceeding pursuant to the *Prime Contract*, which shall be resolved as per the *Prime Contract*, the courts of the Province of Ontario shall have exclusive jurisdiction with respect to all matters relating to or arising out of this *Subcontract*.
- 11.5 The *Licensed Technologist* and the *Subconsultant* respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party to this *Subcontract* and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this *Subcontract*. Except as otherwise provided herein, neither the *Licensed Technologist* nor the *Subconsultant* shall assign, sublet, or transfer an interest in this *Subcontract* without the written consent of the other, which consent shall not be unreasonably withheld.
- 11.6 This *Subcontract* will become effective on the *Effective Date*.
- 11.8 All representations, indemnities, obligations of confidentiality and other obligations under this *Subcontract* (including under the *Prime Contract*) that by their nature are intended to survive termination shall so survive termination or expiration of this *Subcontract*, including GC3.2, GC06, GC07, GC08, and GC10.

GC12 OTHER TERMS OF CONTRACT

- 12.1 The *Subconsultant* and the *Licensed Technologist* agree to the other terms as set out in the attached Schedule 5.