These templates should be read together with the standard architectural services contract OAA 600-2021.

These templates may be used to prepare Appendices adapted for use with your own contract.

Coordinate with any supplementary conditions used with your own contract.

Coordinate the numbering and clause references with any additional items you may include.

Refer to Attachment 1, Guide to Apply PT.25Design-Build to OAA 600-2021, for additional comments and background information.

Refer to the *OAA 600-2021 GUIDE to the Standard Form of Contract for Licensed Member’s Services* for additional comments and background information.

Seek legal review for your proposed contract.

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*. The *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.

In the case of a sub-licence to *Owner* in accordance with GC08, *Client* shall grant a limited, non-exclusive, royalty-free, irrevocable, perpetual sub-licence to the *Owner* to use and reproduce the editable files for management of the facility including any future additions, renovations, or alterations. *Client* shall require that such a sub-licence is transferable by *Owner* only if the same sub-licence conditions are agreed to by the transferee, provided that the transfer of such a sub-licence does not relieve the *Client* or the *Owner* of any of its obligations to *Architect*.

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 and any sub-licence thereunder 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 (*Record Drawings*) |  |  |

As a condition precedent to the use of the editable CAD or BIM files by the *Client,* or pursuant to a sub-license to the *Owner* in accordance with GC08 by the *Owner*, the *Client* agrees that use of the editable files by the *Client*, and the *Client* shall require in any sub-licence to the *Owner* that the *Owner* agrees that use of the editable files by the *Owner* is at the *Owner*’s own risk.

The *Client* further agrees to indemnify and hold harmless the *Architect*, the *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.

In any sub-license to *Owner*, the *Client* shall require the *Owner* to indemnify and hold harmless the *Architect*, the *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 *Owner*’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. In any sub-license to the *Owner*, the *Client* shall require that no reliance shall be made by the *Owner* 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.

Neither this licence nor any sub-licence by the *Client* to the *Owner* includes 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.

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* and, in the case of the grant of a sub-licence by *Client* to *Owner* in accordance with GC08, also in favour of the *Owner*, 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; or

☐ *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*, and, in the case of the grant of a sub-licence by *Client* to *Owner* in accordance with GC08, also in favour of the *Owner*, their *Moral Rights* in the *Project* regardless of what the *Architect* has identified in their voluntary wavier 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* shallconsult with the *Architect* as to how retain the integrity of the *Architect*’s work while providing for the new work. In the case of a sub-licence to *Owner* in accordance with GC08, *Client* will require that 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 *Owner* shall consult with the *Architect* as to how to 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 Appendixhas 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*.