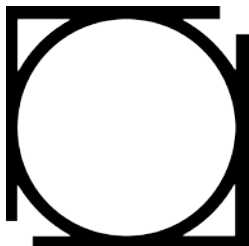# OAA 900

2021 A
Version 1.1, Mar. 2023

Contract Attachments for
Standard Form of Subcontract Between
Architect and Subconsultant

FOR

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- Pro-Demnity Insurance Company,
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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
1.1	Mar. 2023	Cover page added
1.0	Sept. 2022	Original issue

Schedule 1 – List of *Sub-subconsultant*s

SUB-SUBCONSULTANTS TO BE RETAINED BY THE *SUBCONSULTANT*

This list of *Sub-subconsultants* is to be read in conjunction with, and as part of the contract when referenced in Article A10.

(*Indicate below the name of the Sub-subconsultant or a description of the qualifications required of a Sub-subconsultant necessary to provide the Subcontract Services*)

Schedule 2 – Fee Basis and Payments

BASIS FOR SUBCONSULTANT'S FEE AND PAYMENT TERMS

This schedule is to be read in conjunction with and as part of the *Subcontract* as referenced in Article A13, A14, and A15.

(*Indicate below other documents to be included in the Subcontract.)*

Schedule 3 – Additional Documents

ADDITIONAL DOCUMENTS THAT FORM PART OF THE SUBCONTRACT

This list of additional documents is to be read in conjunction with and as part of the *Subcontract* as referenced in Article A18.

(*Indicate below other documents to be included in the contract.*)

Schedule 4 – Subconsultant's Portion of the Work

SUBCONTRACT SERVICES

The scope of *Subcontract Services* to be performed by the *Subconsultant* is to be read in conjunction with, and as part of, the *Subcontract* as referenced in Article A08.

(*Indicate below the scope of service items that constitute the Subcontract Services to be performed by the Subconsultant. Whenever possible, indicate by reference to clauses or item numbers in Prime Contract or by providing a full written description.*)

☐ Relinquish the *Subconsultant*'s *Moral Rights* in the *Project* in accordance with the requirements of Appendix B.

Schedule 5 – Other Terms and Conditions

Other Terms and Conditions of the Subcontract

These other terms and conditions are to be read in conjunction with, and as part of, the *Subcontract,* when Schedule 5 is listed as a *Subcontract* document in Article A18. 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.)*

Appendix A

Provision of Editable CAD or BIM Files

When the *Prime Contract* requires the provision of editable CAD or BIM files to the *Client*, the *Subconsultant* shall provide editable CAD or BIM files to the *Architect* under the same terms and conditions, and grants a licence to the *Architect* and *Client* to use and reproduce the editable files for management of the facility, including any future additions, renovations, or alterations, under the same terms and conditions as the *Prime Contract*. Except as otherwise required by the *Prime Contract*, this license is transferable provided the same license conditions are agreed to by the transferee and such transference shall not relieve the *Architect* and *Client* of their obligations under this license.

Except as otherwise required by the *Prime Contract*, (1) if the *Subcontract* is terminated, 1 set of editable CAD or BIM files shall be provided representing the last milestone achieved before termination, and 1 set of editable CAD or BIM files shall be provided representing the status of the files as of the effective date of termination; or (2) upon completion of the *Subcontract*, 1 set of editable CAD or BIM files shall be provided representing the status of the files as of the date of completion.

The editable files shall be provided in accordance with the requirements of the *Prime Contract*. Otherwise, where the *Client* has a CAD or BIM standard known to the *Architect* and *Subconsultant* at the time of *Subcontract* signing, the editable files shall be provided in accordance with the *Client*'s standard, or where the Client does not have a known standard, the files shall be provided in the standard being used for the *Project*.

Except as otherwise required by the *Prime Contract*, this license does not include any right to use the editable computer-aided design or BIM documents in relation to another building on the same or a different site.

Appendix B

Waiver of Moral Rights

When the *Prime Contract* requires the waiver of *Moral Rights*, to facilitate the *Client*'s use of the *Project*, including any future modifications, the *Subconsultant*, hereby waives any *Moral Rights* it has in the *Project*.

As a condition precedent to the waiving of *Moral Rights*, the *Architect* agrees to indemnify and save harmless the *Subconsultant*, their employees, agents, and *Sub-subconsultants* from and against all claims, losses, demands, costs and expenses (including legal fees), and 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, any future changes made to the *Instruments of Service* by or on behalf of the *Architect* or *Client*.

If the *Subcontract* is terminated by the *Architect* for cause, the *Moral Rights* of the *Subconsultant*, in the *Project* as selected above are waived.

Acting in good faith, the *Architect* may, but shall not be obliged to, in cases of significant restoration, alteration or addition, consult with the *Subconsultant* as to how best retain the integrity of the *Subcontract Services* while providing for the new work.

This waiver only relates to the completed portions of the *Subcontract Services*.

. ...

ARCHITECT *(Signature)*

. ...

 (Printed name and title)

I have authority to bind the *Architect*

....

 (Date)

. ...

SUBCONSULTANT *(Signature)*

. ...

 (Printed name and title)

I have authority to bind the *Subconsultant*

....

 (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*.