

2022 – 2027 Strategic Plan

VISION:

An Ontario in which architects are valued contributors to society, by creating a safe and healthy built environment that performs at the highest levels and elevates the human spirit.

MANDATE:

To regulate and govern the practice of architecture in Ontario in the service and protection of the public interest in accordance with the **Architects Act**, its Regulations, and Bylaws; to develop and uphold standards of skill, knowledge, qualification, practice, and professional ethics among architects; and to promote the appreciation of architecture within the broader society.

THEMES:

Climate Action: *The climate change emergency's far-reaching effects has positioned it as one of the defining challenges facing global society. The construction and operation of the built environment has substantial impact on greenhouse gas emissions, so having an educated, skilled architecture profession able to design the built environment, including dwellings and communities, that is resilient and sustainable is paramount for the public interest. The architecture profession is ideally suited to provide new, thoughtful solutions. As its regulator, the OAA maintains a focus in its programming and framework to ensure members have the education and resources needed to incorporate climate-stable design approaches in both new construction and renovation. It also partners with other industry stakeholders to strengthen code requirements and to raise public awareness about architecture's role in lowering environmental impacts. To see some of the OAA's current resources related to climate stability, [click here](#).*

Diversity, Equity and Inclusion: *As a provincial regulating authority, the OAA exists to protect the public interest; which includes ensuring the architecture profession reflects the diversity of the Ontarians it serves. To that end, it is critical both the path to licensure and the environments in which our members practise are equitable and inclusive, and include a diversity of voices and perspectives to strengthen the capacity for architecture and the allied arts to create spaces for the public. This would include taking steps to ensure historically marginalized voices form part of the conversation. The OAA implements its regulatory framework and general programming in accordance with its obligation to remove barriers on the basis of race, ethnicity, gender identity, sexual orientation, physical abilities, or religious practices. It also commits to ongoing reconciliation and partnering with Indigenous communities to collaborate on meaningful projects. Click on the following links to learn more about some of the Association's initiatives related to [Equity, Diversity, and Inclusion](#) as well as [Indigenous Truth and Reconciliation](#)*

VALUES:

Ethical, Professional, Accountable, Transparent

2022 – 2027 Strategic Plan

Regulatory Leadership	Governance and Operations	Member Competency	Public Education
Goal Statements			
Bring the OAA's regulatory framework into alignment with current legal principles for professional regulators and modernize our legislative and governing documents to ensure the public interest continues to be served and protected.	Enhance our governance and operational practices to ensure an effective, inclusive, resilient, and transparent organization.	Ensure the continued professional competency and currency of OAA licensed members in order that they maintain their leadership role in the built environment accountable to the public interest.	Advance the public's understanding and recognition that architecture is integral to the quality of life and well-being of our society as experienced through a sustainable, resilient, and durable built environment.
Strategic Priorities	Strategic Priorities	Strategic Priorities	Strategic Priorities
<ul style="list-style-type: none"> Actively engage with government, legal counsel, and the Attorney General to advance the modernization of the Architects Act and its Regulation. Increase transparency, fairness, objectivity, and impartiality of OAA registration and regulatory processes. Continue to serve the public interest through ongoing enforcement activities and investigation of breaches of the Architects Act and its Regulations. Continue to invest in programs and activities that contribute to and foster the diversity and perspective of new applicants to the architectural profession. 	<ul style="list-style-type: none"> Implement the operational review recommendations, which include clearly defined roles for Council & staff, additional organizational policies and structures, enhanced IT and data management, enhanced risk management, continued investment in diversity, equity, and inclusion, and ensuring a safe workplace. Review and update Council governance practices to align with best practices of professional regulators. Develop a futureproofing strategy for OAA internal resources to be agile and resilient. 	<ul style="list-style-type: none"> Administer the legislative requirements of mandatory continuing education through the established program framework. Anticipate and respond to current disruptions and trends in the industry (e.g. different project delivery methods, climate stability, accessibility, and technological advancements) as well as legislative changes (e.g. harmonization of building codes and accessibility) through optional continuing education offerings. Provide information in a responsive manner to members that is relevant and timely regarding OAA education resources, as well as programs and services existing elsewhere that fall outside the purview of the OAA. 	<ul style="list-style-type: none"> Develop and implement an outreach strategy to educate the public about the role of architecture in creating the built environment and its impact on society. Continue education initiative to foster a greater understanding of the OAA as a unique professional self-regulator. Leverage and support programs and services offered by other stakeholders in the built environment to further the public appreciation of architecture and the allied arts. Continue education regarding best practices in project delivery that relate to regulatory responsibilities of OAA members and practices, inclusive of procurement, in order that the public interest may continue to be served and protected.

2022 – 2027 Strategic Plan

Metrics	Metrics	Metrics	Metrics
<ul style="list-style-type: none"> • A strategy for modernizing the Act and Regulations has been created and implemented. • The OAA's regulatory standards, policies, and procedures are current and consistent with the right-touch regulatory approach. • Regulatory misalignments have been identified and corrected. • The OAA continues to be in compliance with the Office of the Fairness Commissioner and other government oversight bodies. • There is a clearer understanding of the path to licensure and a greater connection with those on the path to licensure. • The OAA's annual Demographics Survey demonstrates a shift towards increased diversity, equity, and inclusion. 	<ul style="list-style-type: none"> • The 39 Operational Review recommendations are implemented. • Roles and responsibilities of OAA staff, committees, and Council are defined and documented. • The OAA's risk assessment metrics are implemented. • Staff retention remains high. • Participation and representation in Council elections is improved. • Best-practice gaps in governance relative to professional regulatory organization benchmarks have been identified, prioritized, implemented and measured 	<ul style="list-style-type: none"> • Member competency and ethical practice continues to develop and is responsive relative to the industry and profession. • The content of the OAA's educational offerings is focused on technical and legislative content that is current and relevant. • Access to competency development-based education is diversified and equitable. • Increased member use of the OAA webpages on learning opportunities outside of the OAA. • Increased member use of the OAA webpages with the existing OAA Documents and Resources as well as Practice Advisory Knowledge Base area. 	<ul style="list-style-type: none"> • Members demonstrate a clear understanding of the role of the OAA as a regulator and of the extent to which it can promote the public appreciation of architecture. • The OAA has developed and implemented a defined program of public education that responds to our mandate and that is sustainable over time. • The number of times government and other partners/stakeholder have invited OAA to engage/inform on built environment issues in the public interest has increased.

OAA COUNCIL MEETINGS

RULES AND PROCEDURES

Meetings of the Council of the Ontario Association of Architects (OAA) are conducted in accordance with Roberts Rules of Order which is included in the Councillor Orientation Binder, unless stipulated otherwise with the by-laws or as otherwise approved by OAA Council – see below.

Rules and Procedures for Discussion/Debate/Motions within Council Meetings

- 1) The maximum time for a speech in debate on a motion is two minutes.
- 2) The Chair shall keep a speakers' list of those wishing to speak to a specific item or motion; and
 - a) the speakers' list shall be built in the order that the Chair notes a member's intention to speak; and
 - b) any member having not spoken to a motion shall be given preference on the speakers' list over any member who has already spoken.
- 3) An original main motion may only be introduced at a meeting if it has been added under New Business to the agenda approved for that meeting.
- 4) Meetings of the Council of the Ontario Association of Architects (OAA) are conducted in accordance with Roberts Rules of Order which is included in the Councillor Orientation material, unless stipulated otherwise with the by-laws or as otherwise approved by OAA Council.
- 5) An item *For Information Only* which no Council member indicates will be the subject of a question or an original main motion is considered to be dispensed upon approval of the agenda for that meeting.
- 6) The meeting will move to a period of informal discussion immediately after a new item has been presented and any questions on the item have been put and answered, but before an original main motion on the item is introduced; and
 - a) a period of informal discussion is defined as the opportunity to discuss an item without there being a motion on the floor; and
 - b) the Chair of the meeting when the item is introduced continues as the Chair during the period of informal discussion unless they choose to relinquish the Chair; and
 - c) in a period of informal discussion the regular rules of debate are suspended; and
 - d) a period of informal discussion ceases when the Chair notes that no additional members wish to speak to the item or when an incidental motion to return to the regular rules of debate passes with a majority; and
 - e) immediately upon leaving a period of informal discussion, the presenter of the item may move an original main motion on the item and the formal rules of debate resume; and



f) if the presenter of the item moves no motion on the item then the item is considered dispensed unless an indication to introduce additional original main motions on the item is on the agenda, in which case each of these motions is presented in turn and debated as per the rules of formal debate.



ONTARIO ASSOCIATION OF ARCHITECTS
Council Meeting of June 23, 2022 at approx. 11:00 a.m.

Meeting # 282

OPEN MEETING AGENDA

Recognition of Traditional Lands

- | | | |
|----------------|---|------------------------------------|
| <i>4 mins</i> | 1.0 AGENDA APPROVAL | |
| <i>1 min</i> | 1.1 Declaration re. Conflict of Interest | |
| | 2.0 APPROVAL OF MINUTES | |
| <i>4 mins</i> | 2.1 Draft minutes of the May 10, 2022 Open Council Meeting (<i>see attached</i>) | |
| <i>2 mins</i> | 3.0 BUSINESS ARISING FROM THE MINUTES | |
| | 4.0 ITEMS FOR REVIEW AND APPROVAL | |
| <i>7 mins</i> | 4.1 Ratification of Amendments to Canada – European Union Mutual Recognition Agreement per the Regulatory Organizations of Architecture in Canada (<i>see attached</i>) | Executive Director |
| <i>4 mins</i> | 4.2 Engagement of Consultant to consider Licensed Technologist OAA Scope of Practice Proposal (<i>oral</i>) | President & Vice
President King |
| <i>7 mins</i> | 4.3 OAA Contract Suite 2021 – Progress Report #3 – Endorsement of new OAA 800 – 2021 and OAA 900 - 2021 (<i>see attached</i>) | Vice President
Paquette |
| <i>7 mins</i> | 4.4 Resolution from Sustainable Built Environment Committee re. TEUI and the OAA Design Excellence Awards (<i>see attached</i>) | Vice President
Karney |
| <i>10 mins</i> | 4.5 Recommendations re. format and timing of OAA Annual General Meeting (<i>see attached</i>) | :President &
Executive Director |
| | 5.0 ITEMS FOR DISCUSSION | |
| | 6.0 EXECUTIVE COMMITTEE REPORTS | |
| | 6.1 Report from the President | |
| <i>3 mins</i> | 6.1.a Activities for the months of May-June (<i>see attached</i>) | President |
| <i>3 mins</i> | 6.1.b Report from Executive Director (<i>see attached</i>) | Executive Director |
| | 6.2 Report from the Senior Vice President and Treasurer | SVP & Treasurer |
| <i>3 mins</i> | 6.2.a Financial Statements for 6 months ended May 31, 2022 (<i>see attached</i>) | |
| <i>7 mins</i> | 6.2.b Governance Committee – Update (<i>see attached</i>) | |
| | 6.3 Report from Vice President Strategic | Vice President
Karney |
| <i>7 mins</i> | 6.3.a Report from Vice President Strategic (<i>see attached</i>) | |
| | 6.4 Report from Vice President Communications | |
| <i>7 mins</i> | 6.4.a Report from the Vice President Communications (<i>see attached</i>) | Vice President King |
| | 6.5 Report from Vice President Regulatory | Vice President
Hastings |

Open Council Agenda

- | | | | |
|--------|-------------|--|--------------------------------|
| 7 mins | 6.5.a | Activities Report from the Registrar (<i>see attached</i>) | Registrar |
| 7 mins | 6.5.b | Interns Committee Update (<i>see attached</i>) | Councillor Abu-Bakare |
| | 6.6 | Report from Vice President Practice | |
| 7 mins | 6.6.a | Report from Vice President Practice (<i>see attached</i>) | Vice President Paquette |
| | 6.7 | Report from Vice President Education | |
| 7 mins | 6.7.a | Report from Vice President Education (<i>see attached</i>) | Vice President Krickhan |
| | 7.0 | ITEMS FOR INFORMATION | |
| 2 mins | 7.1 | Fair Access to Regulation Professions and Compulsory Trades Act and Bill 27 (<i>see attached</i>) | Registrar |
| 5 min | 7.2 | 2022 OAA Conference Debrief (<i>see attached</i>) | President, VPs King & Krickhan |
| | 8.0 | OTHER BUSINESS | |
| | 9.0 | DATE OF NEXT MEETING | |
| | 9.1 | The next regular meeting of Council is Thursday June 23, 2022 at 9:30 a.m. at the OAA Headquarters, 111 Moatfield Drive, Toronto, Ontario. | |
| | 10.0 | ADJOURNMENT | |

Ontario Association of Architects

Meeting #281 Open

MINUTES

May 10, 2022

The two hundred and eighty first meeting of the Council of the Ontario Association of Architects, held under the *Architects Act*, took place on Tuesday May 10, 2022 at Hotel X, Coronation Park Room, Toronto.

Present:	Susan Spiegel	President
	Settimo Vilardi	Senior Vice President and Treasurer
	Paul Hastings	Vice President Regulatory
	Christina Karney	Vice President Strategic
	Jennifer King	Vice President Communications
	Natasha Krickhan	Vice President Education
	Deo Paquette	Vice President Practice
	Farida Abu-Bakare	Councillor (<i>part attendance</i>)
	J. William Birdsell	Councillor
	Yan Ming (Pearl) Chan	Councillor
	Kimberly Fawcett-Smith	Lieutenant Governor in Council Appointee
	Michelle Longlade	Lieutenant Governor in Council Appointee
	Lara McKendrick	Councillor
	Elaine Mintz	Lieutenant Governor in Council Appointee
	Clayton Payer	Councillor
	Greg Redden	Councillor
	Kristiana Schuhmann	Councillor
	Gaganjot Singh	Lieutenant Governor in Council Appointee
	Andrew Thomson	Councillor
	William (Ted) Wilson	Councillor
	Marek Zawadzki	Councillor
	Kristi Doyle	Executive Director
	Christie Mills	Registrar
	Tina Carfa	Executive Assistant, Executive Services
	Erik Missio	Manager, Communications (<i>part attendance</i>)

Regrets: None

Guests: None

The President noted a land acknowledgement video titled *Indigenous Canada: A Story to Tell* <https://www.youtube.com/watch?app=desktop&v=OzpKdPEBLfQ> would be shared with Council as an acknowledgement and recognition of the indigenous land and its people.

DECLARATION RE CONFLICT OF INTEREST

The President called for declaration of any conflicts of interest.

No conflicts of interest were declared.

AGENDA APPROVAL

9404. The President reported that there were no new items to be added to the agenda:

It was moved by Zawadzki and seconded by Mintz that the agenda for the May 10, 2022 open meeting be approved as circulated.

-- CARRIED

APPROVAL OF MINUTES

9405. *Reference Material Reviewed:* Draft minutes of the March 3, 2022 Open Council meeting.

The draft minutes of the March 3, 2022 Open Council meeting were reviewed.

It was suggested by a member of Council that on page 4, paragraph 1 on the last line that 'important' be replaced with 'importance'. All agreed.

It was moved by King and seconded by Longlade that the minutes of the March 3, 2022 Open Council meeting be approved as amended.

-- CARRIED

9406. *Reference Material Reviewed:* Draft minutes of the April 11, 2022 Special meeting of Council.

The draft minutes of the April 11, 2022 Special Meeting of Council were reviewed.

It was moved by McKendrick and seconded by Redden that the minutes of the April 11, 2022 Special Meeting of Council be approved as circulated.

-- CARRIED

BUSINESS ARISING FROM THE MINUTES

9407. There was no business arising from the minutes.

ITEMS FOR REVIEW AND APPROVAL

9408. Appointments to the OAA Technology Program Integration Committee (*oral*)

The Vice President Communications reported.

It was moved by King and seconded by Schuhmann that that Council approve the appointment of the following members to the OAA Technology Program Integration Committee:

**Jean Audette, Lic.Tech. OAA
Mike Ladyk, Architect
Dana Seguin, Lic.Tech. OAA**

**Jeffrey Laberge, Architect
Rick Mateljan, Lic.Tech. OAA**

-- CARRIED

It was noted that the President and Vice President Communications would also serve on the committee. The Vice President Communications will serve as the Chair.

9409. Appointment to Ontario's Design of Public Spaces (DOPS) Standards Development Committee (*oral*)

The Vice President Strategic reported.

It was moved by Karney and seconded by Vilardi that Council approve the appointment of architect, Susan Ruptash to Ontario's Design of Public Spaces (DOPS) Standards Development Committee.

-- CARRIED

9410. *Reference Material Reviewed:* Memorandum from Vice President Education, Natasha Krickhan dated May 4, 2022 re. OAA Submission to CACB National Conference 2022 attached supporting documentation. **(APPENDIX 'A')**

The Vice President Education reported on the draft submission which was being presented to Council for approval. It was noted that the Committee has also recommended that co-op education be incorporated into the curriculum requirements for the Schools of Architecture.

It was moved by Krickhan and seconded by Birdsell that Council approves both the issue identification form and companion paper to be submitted to the CACB's 2022 National Conference open call for Issue Papers.

-- CARRIED

9411. *Reference Material Reviewed:* Memorandum from Executive Director, Kristi Doyle dated April 27, 2022 re. Results of the OAA's Second Annual Demographics Survey and attached supporting documentation. **(APPENDIX 'B')**

Doyle reported that the results of the 2021 and 2022 surveys are included for Council's information. The administration of the 2021 survey differed from this year's as it was a four week, concentrated effort for response. The 2022 survey was incorporated into the fees renewal, which spanned 4 months

It was suggested by Doyle that the results did indicate one particular positive note in that the percentage of individuals that felt included in their work setting had increased. A review of how the results will feed into the Operational Review recommendations with respect to equity diversity and inclusion and a metric as part of the Strategic Plan.

A Council member enquired as to whether there is a way to compare the results side-by-side in future.

Doyle responded that there will be a look at correlation in future as the data accumulates. It may be noted on pages 22 and 23 of the 2022 survey that there has been a cross-tabulation such as feedback based on age.

It was suggested by a member of Council that there be a review of how this survey compares to other professional organizations.

A Council member suggested that the results of the survey be shared nationally with RAIC and ROAC.

It was suggested by a member of Council that a roundtable based on the surveys be held to drill down further into some of the questions.

Doyle suggested that every five to seven years a large scale comprehensive member and practice survey is conducted which included much more depth on a number of fronts. She further recommended that there needs to be a review to consider alternative ways to gather data, adding that the last survey was overly lengthy. The roundtable approach suggested by a Council member could be one way to do that.

A Council member noted that historically, roundtable information does not appear to be appropriately shared on the website and should be posted and made more accessible. Doyle noted that in some cases there is confidentiality issues.

It was suggested by a member of Council that a good facilitator is key to a successful roundtable.

A Council member suggested that the classification of what may be considered discrimination should be expanded to include external and internal factors such as with respect to clients and how the employer/practice handles the occurrence of harassment or discrimination.

Doyle noted that part of the Operational Review recommended that the OAA invest into Equity Diversity and Inclusion. The Strategic Plan is in its first year of implementation and should start with a review of

issues raised to date as well as with other organizations. A member of Council noted that the OAA would need to take actions that are within its mandate, and cited resources that the OAA has on the website for interns and architects regarding harassment.

It was moved by Paquette and seconded by Hastings that Council receive the OAA's second annual Demographics Survey 2022 – Summary Report; and, the results of the survey be shared with the membership.

-- CARRIED

9412. *Reference Material Reviewed:* Memorandum from Executive Director, Kristi Doyle dated May 3, 2022 re. RFP for Consultant to consider Licensed Technologist OAA Scope of Practice Proposal and attached background information. **(APPENDIX 'C')**

Doyle reported this report is a result of a response from Council to develop a mechanism to review the scope of practice proposal. Significant feedback and input has been received and considered.

Doyle noted that there is a very specific scope of work to be considered. The RFP notes that the consultant's work will include liaising with individuals designated i.e an architect representative and a Licensed Technologist OAA representative,.

A member of Council enquired as to whether the work will be communicated to the membership.

Doyle responded that the RFP requires the consultant to engage with the membership.

It was noted by Doyle that there are some potential candidates to be considered at this time as recommended through the Institute of Corporate Directors as well as a recommendation from Ontario Association for Applied Architectural Sciences (OAAAS) Executive Director, Garry Neil. There will be an assessment process after the submissions are received, still to be determined.

A Council member enquired as to whether the decisions of the consultants are binding.

A member of Council responded that the consultant's recommendations would be considered by Council and possibly the membership, however not binding.

A Council member enquired as to whether the public interest is the reason to consider the expansion of scope.

A member of Council responded that the request came from OAAAS which was consideration to have more access to work which they believe they are qualified to perform.

Doyle noted that during discussions among the Working Group a consensus was made to reach out to a consultant to assess the scope of practice proposal.

It was moved by King and seconded by Birdsell that Council approve the RFP for a Consultant to Assess a Proposal to Expand the Scope of Practice of the Licensed Technologist OAA as presented to Council on May 10, 2022, including the proposed budget estimate for the project of \$50,000 to be drawn from the Council Policy Contingency budget.

-- CARRIED (14 in favour, 4 opposed (Hastings, Krickhan, Mintz, Paquette))

9413. *Reference Material Reviewed:* Memorandum from Executive Director, Kristi Doyle and Registrar, Christie Mills dated May 3, 2022 re. OAA Technology Program titles and attached supporting documentation. **(APPENDIX 'D')**

Doyle reported.

It was moved by King and seconded by Karney that Council approve the Council Policy Recognizing Status Holders of the OAA Technology Program as presented to Council at the May 10, 2022 Council meeting.

-- CARRIED

9414. *Reference Material Reviewed:* Memorandum from Vice President Regulatory, Paul Hastings, Deputy Registrar, Claire Hepburn and Registrar, Christie Mills dated May 3, 2022 re. Updates to two policies on Continuing Education Non-Compliance Processes and attached supporting documentation. **(APPENDIX 'E')**

The Vice President Regulatory reported.

A member of Council requested some clarification on the variations compared to the original policy.

The Vice President Regulatory responded that the process for review of non-compliance has been shortened and appropriate measures undertaken.

It was moved by Hastings and seconded by McKendrick that Council approve the proposed updates to the two Continuing Education Non Compliance policies as presented on May 10, 2022; and, direct the Office of the Registrar to implement the necessary administrative changes in preparation for the end of the current Continuing Education Cycle.

-- CARRIED (1 opposed)

9415. *Reference Material Reviewed:* Memorandum from Communications Committee dated April 29, 2022 re. Theme for the 2023 OAA Conference. **(APPENDIX 'F')**

The Vice President Communications reported.

Missio noted that Communications felt it was important to be timely and considered that it was the first OAA Conference to be held in Northern Ontario. It was hoped that the theme may be solidified early so as to allow for Conference ideas and initiatives may be undertaken in advance. It was important to integrate members from the North to ensure local ties go beyond the towns.

It was noted by Missio that members of Communications Committee and the Comprehensive Education Committee will be discussing further details upon approval of the theme. Meetings have been scheduled with timelines included.

The Vice President Communications welcomed feedback and input from Council on next year's Conference.

It was moved by King and seconded by Paquette that Council approve the Communications Committee's recommendation for the theme of the 2023 OAA Conference *Designing for Dignity*.

-- CARRIED

9416. *Reference Material Reviewed:* Memorandum from Communications Committee dated April 29, 2022 re. Theme for the SHIFT 2023 Challenge. **(APPENDIX 'G')**

The Vice President Communications reported.

It was suggested by a member of Council that the theme be linked with the ongoing work on the Long Term Care (LTC) facilities study.

It was noted by a Council member that the theme ties in to dignity and the built environment.

It was moved by King and seconded by Karney that Council approve the Communications Committee's recommendation for "human health" as the theme for the SHIFT2023 Challenge.

-- CARRIED

ITEMS FOR DISCUSSION

9417. There were no items for discussion.

EXECUTIVE COMMITTEE REPORTS

9418. *Reference Material Reviewed:* Activities for the months of March-May. **(APPENDIX 'H')**

The report was noted for information.

9419. *Reference Material Reviewed:* Memorandum from Executive Director, Kristi Doyle dated May 3, 2022 re. Update on Activities of the Executive Director and attached background information. **(APPENDIX 'I')**

Doyle noted for Council a reminder to wear masks as a requirement for Conference.

Some clarification was requested from a member of Council as to when it may be appropriate to unmask.

Doyle responded that she would discuss further with the Conference Manager and report back to Council later in the day.

The report was noted for information.

9420. *Reference Material Reviewed:* Memorandum from Senior Vice President and Treasurer Settimo Vilardi dated April 19, 2022 re. Unaudited Financial Statements for the Three Months Ended February 28, 2022 and supporting documentation. **(APPENDIX 'J')**

The Senior Vice President and Treasurer reported.

The report was noted for information.

9421. *Reference Material Reviewed:* Memorandum from Senior Vice President and Treasurer Settimo Vilardi dated May 4, 2022 re. Update from OAA Governance Committee. **(APPENDIX 'K')**

The Senior Vice President and Treasurer reported that the Committee is recommending that Council continue to work with Strategic Planner, Kathy McLaughlin to conduct the governance review as recommended in the operational review, and to also conduct future Governance workshops planned.

It was noted by a Council member that the Committee is considering an HR Consultant to address recommendations from the Operational Review.

The report was noted for information.

9422. *Reference Material Reviewed:* Memorandum from Vice President Strategic, Christina Karney dated April 29, 2022 re. Update on the Activities under the Vice President Strategic Portfolio. **(APPENDIX 'L')**

The Vice President Strategic reported.

The report was noted for information.

9423. *Reference Material Reviewed:* Memorandum from Manager, Policy and Government Relations, Adam Tracey dated April 29, 2022 re. Update on Appeal of Harmonizeed Zoning By-law. **(APPENDIX 'M')**

Doyle reported that the next report to Council will be shared once the final changes to the by-laws are made.

The report was noted for information.

9424. *Reference Material Reviewed:* Memorandum from the Communications Committee dated April 29, 2022 re. Communications Committee Update and attached background information. **(APPENDIX 'N')**

The Vice President Communications reported that the Committee is finalizing its review of the Awards Program.

The report was noted for information.

9425. *Reference Material Reviewed:* Memorandum from Vice President Regulatory, Paul Hastings and Registrar, Christie Mills dated May 3, 2022 re. Activities under the Registrar – Feb 15 to Apr 26, 2022 and attached background information. **(APPENDIX 'O')**

The Vice President Regulatory reported that act enforcement is very active for the reporting period.

The report was noted for information.

9426. *Reference Material Reviewed:* Memorandum from Vice President Practice, Deo Paquette dated May 1, 2022 re. Report from Vice President Practice. **(APPENDIX 'P')**

The Vice President Practice reported.

The report was noted for information.

9427. *Reference Material Reviewed:* Memorandum from Vice President Practice, Deo Paquette dated April 29, 2022 re. CSA Standards Access Program: 2021-2022 Overview (Pilot Year). **(APPENDIX 'Q')**

The Vice President Practice reported that the CSA Program was successfully negotiated for a one-year period. It is expected that members will appreciate this resource with upcoming changes to the Building Code.

The report was noted for information.

9428. *Reference Material Reviewed:* Memorandum from the Vice President Education, Natasha Krickhan dated May 3, 2022 re. Report from Vice President Education. **(APPENDIX 'R')**

The Vice President Education reported that 'Doors Open' will be launching at the end of the month after a two year hiatus. The mandatory education component for the current Cycle has shown an increase in compliance.

The report was noted for information.

ITEMS FOR INFORMATION

9429. *Reference Material Reviewed:* Memorandum from Registrar, Christie Mills dated May 3, 2022 re. Revisions to the *Fair Acces to Regulated Professions and Compulsory Trades Act* (FARPACTA) and attached background information. **(APPENDIX 'S')**

Mills reported that she is awaiting feedback from the Office of the Fairness Commissioner to comment on whether the current OAA procedures satisfy the amendments to FARPACTA in relation to the prohibition on Canadian experience.

The report was noted for information.

9430. *Reference Material Reviewed:* Regulatory Organizations of Architecture in Canada (ROAC) Regulators Meeting Agenda – April 28, 2022 **(APPENDIX 'T')**

The agenda was noted for information.

9431. *Reference Material Reviewed:* Canadian Architectural Certification Board (CACB) Latest Activities dated April 20, 2022. **(APPENDIX 'U')**

The report was noted for information.

9432. *Reference Material Reviewed:* Correspondence from Design Industry Advisory Committee (DIAC) to Executive Director, Kristi Doyle dated March 21, 2022 re. DIAC Membership Invoice and attached background information. **(APPENDIX 'V')**

The materials were noted for information.

OTHER BUSINESS

9433. There was no other business.

hitects and planners open letter *(oral)*

DATE OF NEXT MEETING

9434. The next regular meeting of Council is Thursday June 23, 2022 at 9:30 a.m. at the OAA Headquarters, 111 Moatfield Drive, Toronto, Ontario.

ADJOURNMENT

9435. **It was moved by Hastings and seconded by Mintz that the meeting be adjourned at 12:00 p.m.**

-- CARRIED UNANIMOUSLY

President

Date

Memorandum

FOR COUNCIL MEETING

June 23, 2022

(open)

ITEM: 4.1

To: Council

Susan Speigel	Farida Abu-Bakare
J. William Birdsell	Yan Ming (Pearl) Chan
Kimberly Fawcett-Smith	Paul Hastings
Christina Karney	Jennifer King
Natasha Krickhan	Michelle Longlade
Lara McKendrick	Elaine Mintz
Deo Paquette	Clayton Payer
Greg Redden	Kristiana Schuhmann
Gaganjot (Gagan) Singh	Andrew Thomson
Settimo Vilardi	William (Ted) Wilson
Marek Zawadzki	

From: Kristi Doyle, Executive Director

Date: May 19, 2022

Subject: **ROAC International Relations Committee (IRC) – Amended Draft Mutual Recognition Agreement between ROAC and the Architects’ Council of Europe**

Objective: For Council to consider approval of the amended draft Mutual Recognition Agreement (MRA) between the Regulatory Organizations of Architecture in Canada (ROAC) and the Architects’ Council of Europe (ACE).

In 2016, Council approved an MRA between the Canadian Architectural Licensing Authorities (CALA – renamed to ROAC) and the ACE. Below is the motion from the December 9, 2016 Council meeting:

It was moved by Stephenson and seconded by Erskine that the Mutual Recognition Agreement between the Architects’ Council of Europe (ACE) and the Canadian Architectural Licensing Authorities (CALA) be approved as circulated, subject to identification of domain specific requirements in each of the signatory European Union (EU) states. -- CARRIED (1 abstention (Ionescu))

The final MRA was a result of long set of negotiations between the authorities. The challenge had been the variance in requirements to practice architecture for each of the 28 EU countries, addressed by requiring domain specific education through a series of online courses.

In June 2017, minor revisions to the MRA were incorporated and approved by Council:

It was moved by Dreessen and seconded by Longlade that the Mutual Recognition Agreement between the Architects Council of Europe (ACE) and the Canadian Architectural Licensing Authorities (CALA) be approved and that the OAA authorize signing of the agreement at the World Design Summit on October 16, 2017. -- CARRIED

On March 23, 2018 the final MRA content was agreed upon in a meeting between the IRC and ACE. It was further agreed at that meeting that the EU would not request any domain specific requirements of Canadian Architects given that the licensing process in Canada is homogenous. Signing of the MRA was held in Brussels on April 20, 2018 followed by the official signing ceremony at CALA's fall meeting in Montreal October of that same year.

Notwithstanding the MRA was finalized and approved by ACE and CALA component, and because the MRA would be appended to the CETA Agreement between the Canadian federal government and the European Union, a review and approval process between these governments was required. These discussions and negotiations took place between 2019 and 2022.

This month, IRC shared with the provincial regulators proposed amendments to the MRA with ACE. The original principles of the agreement such that a combined 12 years of architectural education and experience form the basis of eligibility for European architects.

A comparison was made between the EU Directive and Canadian competency matrix which continued to identify a number of domain specific competencies unable to be validated in review of the EU states' requirements. As such, the requirement for a pre-registration online course for European architects on domain specific requirements to practice architecture in Canada was unchanged.

As a quick summary, the terms and conditions for recognition are outlined below:

Requirements for a European Architect to practice in Canada.

- A minimum of 12 years of education, training and professional experience
- Formal educational qualification meeting the requirements of the European Directive
- A minimum of 4 years of professional experience in a European State obtained after registration.
- A valid professional registration or licence from a competent authority of a Member State
- Being of good character
- Taking and passing the Canadian Domain Specific online course.

Requirements for a Canadian Architect to practice in a European Member State

- A minimum of 12 years of education, training, and professional experience
- A minimum of 4 years of professional experience obtained after registration
- A valid professional registration from a Canadian Province or Territory

- Being a member in Good Standing

In order to bind the EU member states to the terms and conditions of the MRA text will be incorporated into the CETA Agreement between Canada and the EU. Attached is the text for reference. Additional elements incorporated into the text are noted below:

- Sentence 10 of the pre-amble identifies that in Canada the architectural profession is Provincially / Territorially regulated and the requirement for all ROAC members to ratify the Mutual Recognition Agreement text
- Sentence 1 of Article 4 permitting the ability to apply language skill requirements
- Sentence 5 of Appendix III – Proof of insurance requirements

The IRC is requesting approval of the amendments to the MRA by the provincial regulators before July 2022.

Action: Council is requested to consider the following motion:

It was moved by and seconded by ... that based on the recommendation of the ROAC's International Relations Committee, the OAA Council ratify the updated terms and conditions of the Mutual Recognition Agreement with the European Union, as set out in the Agreement on the Mutual Recognition of Professional Qualifications for Architects which will be appended to the CETA Agreement, based on the final text provided to the members of the ROAC dated May 18, 2022.

Attachments: CETA Mutual Recognition Agreement between Canada and the EU proposed amendments

DRAFT

Decision No [...] of the Joint Committee on Mutual Recognition of Professional Qualifications

Of [...]

setting out an agreement on the mutual recognition of professional qualifications for architects

The JOINT COMMITTEE ON MUTUAL RECOGNITION OF PROFESSIONAL QUALIFICATIONS,

Having regard to the Comprehensive Economic and Trade Agreement (“CETA”) between Canada, of the one part, and the European Union and its Member States, of the other part, done at Brussels on 30 October 2016, in particular Article 11.3.6 thereof,

Whereas:

- (1) In accordance with Article 30.7.3 of CETA, parts of CETA have been applied provisionally since 21 September 2017;
- (2) Article 11.3.6 of CETA provides that the Joint Committee on Mutual Recognition of Professional Qualifications (the “Committee”) shall adopt a Mutual Recognition Agreement (“MRA”) by means of a decision if in the view of the Committee the MRA is consistent with CETA;

HAS ADOPTED THIS DECISION:

1. The Committee hereby adopts the Agreement on the Mutual Recognition of Professional Qualifications for Architects set out in the Annex to this Decision and which forms an integral part of this Decision.
2. The territorial scope of this Decision extends to countries that accede to the European Union pursuant to Article 30.10 of CETA.
3. For greater certainty, CETA applies to this Decision, including its dispute settlement procedures in Chapter 29 and exceptions in Chapter 28.
4. For greater certainty, nothing in this Decision prevents a Party from applying measures to regulate the entry of natural persons into, or their temporary stay in, its territory, including those measures necessary to protect the integrity of, and to ensure the orderly movement of natural persons across its borders, provided that such measures are not applied in such a manner as to nullify or impair the benefits accruing to any Party under the terms of Chapter 10 of CETA. The sole fact of requiring a visa for natural persons of a certain country and not for those of others shall not be regarded as nullifying or impairing benefits under the terms of Chapter 10 of CETA.
5. The Parties reaffirm their right to regulate, and to introduce new regulations that regulate economic activity in the public interest, to achieve legitimate public policy objectives such as the protection and promotion of public health, social services, public education, safety, the

environment, public morals, social or consumer protection, privacy and data protection and the promotion, and protection of cultural diversity.

6. If the European Union intends to introduce an online pre-registration course under Article 5.4 of the Annex, it shall inform the Committee sufficiently in advance so that its potential impact on this Decision can be discussed.

7. Information referred to in Article 8(1) of the Annex may be compiled in a document of the Committee and be published by the Parties.

8. This Decision shall have effect 30 days after the date on which the Committee adopts it. It becomes binding following notification to the Committee by each Party of the fulfilment of its respective internal requirements in accordance with Article 11.3.6 of CETA. For greater certainty, recognition of professional qualifications of architects pursuant to this Decision shall not be granted before this Decision becomes binding.

9. This decision shall cease to be effective and binding if CETA does not enter into force and the provisional application of CETA is terminated in accordance with subparagraph (d) Article 30.7.3 of CETA, or if CETA is terminated pursuant to Article 30.9.1 of CETA.

10. For Canada, the internal requirements referred to in Article 8 include ratification by all regulatory bodies making up the Regulatory Organizations for Architecture in Canada (“ROAC”) and the relevant legislative and regulatory actions by Provinces and Territories, if any. For greater certainty, Provinces and Territories pursuant to their constitutional authority in Canada to regulate professional qualifications and services, may delegate specific authorities to their regulatory bodies within their respective jurisdictions, at their discretion.

11. If a Party makes a request to the Committee in writing that the Decision should be revoked, the Decision shall be revoked and it is no longer binding on the Parties, unless the Committee decides otherwise within 90 days of receipt of such request.

12. In the event of the revocation of this Decision, termination of CETA or its provisional application in accordance with Article 30.9.1 or subparagraph (d) of Article 30.7.3 of CETA, decisions recognising the professional qualifications of architects granted pursuant to this Decision prior to the date of revocation or termination remain valid. In the event of the revocation of this Decision or the termination of CETA or its provisional application, any applications for recognition submitted to a Party prior to the date of request of revocation of this Decision or the date of termination of CETA or its provisional application are to be assessed and completed pursuant to the terms of this Decision. The revocation of this Decision, or the termination of CETA or its provisional application in accordance with Article 30.9.1 or subparagraph (d) of Article 30.7.3 of CETA are without prejudice to any obligations of architects to renew authorisations to pursue architectural activities in their host jurisdiction.

13. A Party that has requested the revocation of this Decision may notify the Committee in writing that it seeks the reinstatement of this Decision. The Committee may adopt a decision to this end within three years from the date of the revocation and that decision of the Committee shall become binding in accordance with the process set out in Article 8.

14. This Decision is drawn up in duplicate in the Bulgarian, Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish and Swedish languages, each version being equally authentic.

By the JOINT COMMITTEE ON MUTUAL RECOGNITION OF PROFESSIONAL QUALIFICATIONS

(The Co-Chairs)

ANNEX

Agreement on the Mutual Recognition of Professional Qualifications for Architects

The EUROPEAN UNION and CANADA

hereafter jointly referred to as the “Parties”,

resolve to:

- (1) ESTABLISH a framework to achieve a fair, transparent and consistent regime for the mutual recognition of professional qualifications for the profession of architects;
AND
- (2) AFFIRMING their commitments as Parties to the Comprehensive Economic and Trade Agreement (“CETA”);
- (3) RECOGNISING the authority of Provincial and Territorial Governments in Canada for the regulation of professional qualifications and services within their jurisdiction;
- (4) IMPLEMENTING Chapter 11 of CETA on the mutual recognition of professional qualifications for the profession of architects;
- (5) RECOGNISING the preparatory work and joint recommendation of the Architects’ Council of Europe and the Regulatory Organization of Architecture in Canada;
- (6) RECALLING that fees that applicants may incur in relation to their application should be reasonable and commensurate with the costs incurred, and should not in themselves restrict the supply of a service or the pursuit of any other economic activity covered by CETA;
- (7) ACKNOWLEDGING the high standards of education and practical training of architects within the Members States of the European Union and in Provinces and Territories of Canada, which take into account the different national, educational traditions and allow for elements of equivalency;
- (8) ENCOURAGING trade in architectural services between the European Union and Canada by setting the conditions for the mutual recognition of professional qualifications to allow for subsequent registration or licensing of architects in the other Party;
- (9) NOTING the Canadian Free Trade Agreement, which contains provisions for domestic labour mobility within Canada;
- (10) RECALLING that an applicant whose request for recognition was rejected under this Agreement may have recourse to the review procedures specified under Article 12.3.6 of CETA.

HAVE AGREED as follows:

Article 1

Purpose and scope

1. This Agreement establishes the conditions and procedures according to which a jurisdiction of one Party that regulates access to or the pursuit of architectural activities by requiring specific professional qualifications shall recognise the

professional qualifications giving access to architectural activities in a jurisdiction of the other Party.

2. This Agreement applies to nationals of a Member State of the European Union and to nationals of Canada seeking to take up and pursue architectural activities on a self-employed or an employed basis.
3. This Agreement does not apply to architects who are authorised to pursue architectural activities in Canada or in the European Union pursuant to a mutual recognition agreement with a third party.
4. Without prejudice to this Agreement, Member States of the European Union and Provinces and Territories of Canada may recognise, in accordance with their respective laws and regulations, professional qualifications that do not meet the requirements of this Agreement.

Article 2

Definitions

For the purposes of this Agreement, the definitions in Articles 1.1, 1.2, and 11.1 of CETA apply. The following definitions also apply and replace the definitions in Articles 1.1, 1.2 and 11.1 of CETA where relevant:

- (a) ‘architect’ means a natural person who is professionally and academically qualified and is registered, licensed or its equivalent to pursue architectural activities in a jurisdiction covered by this Agreement, according to the conditions in place giving access to the pursuit of architectural activities covered by this Agreement;
- (b) ‘architectural activities’ means the pursuit of professional activities that are regularly carried out under the professional title of “architect” in a host jurisdiction;
- (c) ‘competent authority’ means an authority or body that is empowered under the laws and regulations of the Parties to recognise professional qualifications covered by this Agreement for access to or pursuit of architectural activities or to issue documents that are relevant to the operation of this Agreement;
- (d) ‘formal qualifications’ means diplomas, certificates and other evidence issued by a competent authority in a jurisdiction designated pursuant to legislative, regulatory or administrative provisions of that jurisdiction and that certify the successful completion of professional training;
- (e) ‘host jurisdiction’ means the jurisdiction of the Party that makes access to or the pursuit of architectural activities contingent upon specific professional qualifications and where an architect who has obtained final professional qualifications in a jurisdiction of the other Party seeks to pursue architectural activities;
- (f) ‘jurisdiction’ means the territory of each of the Provinces or Territories of Canada, or the territory of each of the Member States of the European Union, in so far as this Agreement applies in these territories;
- (g) ‘professional experience’ means the effective and lawful practice of architectural activities in a jurisdiction;

- (h) 'Professional Qualifications Directive' means the Directive 2005/36/EC of the European Parliament and of the Council of 7 September 2005 on the recognition of professional qualifications, including its annexes¹, as amended;
- (i) 'professional qualifications' means the qualifications attested to by evidence of formal qualification and professional experience, including an attestation of professional registration, a licence or its equivalent; and
- (j) 'ROAC' means the Regulatory Organizations for Architecture in Canada, a national professional organisation of Provincial and Territorial competent authorities who voluntarily work as a collective to adopt nationally recognised standards and programs regarding the profession of architects.

Article 3

Effects of recognition

1. The competent authority of a host jurisdiction shall, in accordance with the procedures and conditions set out in this Agreement, recognise as equivalent the professional qualifications of an architect certified by any competent authority of the other Party.
2. For the purposes of access to or pursuit of architectural activities, the host jurisdiction shall accord to the professional qualifications of architects whose qualifications have been recognised under this Agreement, the same effect in its territory as the professional qualifications which are issued or certified in its territory and give access to the pursuit of architectural activities.

Article 4

Requirements for recognition

1. Without prejudice to Article 6, and subject to any language skills requirements that may apply, the requirements for an architect of a Member State of the European Union to pursue architectural activities in a host jurisdiction of Canada shall be:
 - (a) a minimum of 12 years of education, training and professional experience as an architect, attested by evidence of:
 - formal qualifications meeting the requirements of Article 46, including qualifications listed in Annex V, or the requirements of Article 49, including qualifications listed in Annex VI, of the Professional Qualifications Directive, accompanied by a certificate attesting to compliance with the acquired rights under that Directive, as appropriate, and
 - a minimum of four years of professional experience in a Member State of the European Union obtained after registration, licensing or its equivalent
 - (b) a valid professional registration or licence as an architect from a competent authority of a Member State of the European Union or its equivalent if there is no registration or licensing regime, and
 - (c) being of good character.

¹ OJ L 255 30.9.2005, p. 22.

2. Without prejudice to Article 6, and subject to any language skills requirements that may apply, the requirements for an architect of Canada to take up and pursue architectural activities in a Member State of the European Union shall be:
 - (a) a minimum of 12 years of education, training and professional experience as an architect attested to by evidence of:
 - formal qualifications issued in Canada giving access to the profession of architects as described in Appendix I, and
 - a minimum of four years of professional experience obtained after registration or licensing,
 - (b) a valid professional registration or licence as an architect from a competent authority in Canada, and
 - (c) being of good standing.
3. The requirements of the first indent of subparagraph (a) of paragraph 1 or the first indent of subparagraph (a) of paragraph 2 may also be met by formal qualifications issued by a third party and recognised as equivalent according to the requirements of a jurisdiction of a Party, and where appropriate, supplemented by professional training, examination or professional experience as required in that jurisdiction.

Article 5

Compensatory measure

1. An architect of a Member State of the European Union seeking to take up and pursue architectural activities in a host jurisdiction of Canada shall undertake and successfully complete a 10-hour online pre-registration course to satisfy domain-specific knowledge requirements on building regulation, construction documents, contract administration and professional practice. The application referred to in Article 6(1) shall include the fees for the participation in the course. The requirements and modalities of the online pre-registration course are set out in Appendix II.
2. The online pre-registration course shall not go beyond what is proportionate to address differences in domain-specific knowledge between the Member States of the European Union and the Provinces and Territories of Canada. It shall not act as an unreasonable disincentive to apply for recognition and shall not unduly delay or complicate access to or the pursuit of professional activities for architects referred to in paragraph 1. The test modules of the online pre-registration course may be retaken up to three times within three months from the first access to it.
3. The online pre-registration course may only be required for architects referred to in paragraph 1 who seek to obtain recognition of their professional qualifications by a Canadian host jurisdiction for the first time.
4. The European Union reserves the right to introduce an equivalent online pre-registration course. Paragraphs 1 to 3 would apply to any such online course, with the exception of the requirements and modalities of Appendix II, subject to the necessary changes being made.

Article 6

Procedures for recognition

1. An architect seeking to take up and pursue architectural activities in a jurisdiction of the other Party shall submit to the competent authority of that jurisdiction an application by electronic means supported by the documents and certificates listed in Appendix III, if requested by the host jurisdiction. Applications for recognition shall be made in the language of the host jurisdiction or any other language accepted by the host jurisdiction.
2. The competent authority shall acknowledge receipt of an application by electronic means within one month of receipt and inform the applicant whether the application is considered complete. In the case of incomplete applications, the competent authority shall identify the additional information that is required to complete the application and provide the applicant with the opportunity to correct it within a reasonable time period.
3. The procedure for examining the application for recognition must be completed as quickly as possible and lead to a duly substantiated decision by the competent authority of the host jurisdiction within three months after the date on which the applicant submitted a complete application.
4. If a competent authority requires the completion of the online pre-registration course referred to in Article 5, the competent authority shall give the applicant an opportunity to undertake the online course without undue delay once it considers the requirements of Article 4 to be fulfilled. In any case, the competent authority shall provide the applicant with the opportunity to undertake and complete the online course pre-registration course and language examination if required, and, if both are successfully completed, provide the applicant with a duly substantiated decision on the application within the time period referred to in paragraph 3.
5. If an application is rejected, the competent authority shall inform the applicant in writing and without undue delay. The competent authority shall inform an unsuccessful applicant of the reasons for the rejection of its application.
6. Any fees that applicants may incur in relation to their application shall be commensurate with the costs incurred by the competent authorities of the host jurisdiction.

Article 7

Pursuit of architectural activities in a host jurisdiction

1. An architect who obtains recognition of his or her professional qualifications under this Agreement and pursues architectural activities in the host jurisdiction shall comply with the host jurisdiction's laws, regulations, rules of conduct and ethics applicable to architects, such as rules on mandatory professional indemnity insurance, language skills, continuous professional development, registration fees and the use of trade or firm names.
2. An architect referred to in paragraph 1 shall be entitled to pursue architectural activities under the professional title in that host jurisdiction if such title is protected by law.
3. If the professional qualifications of an architect of a Member State of the European Union referred to in paragraph 1 of Article 4 have been recognised by one host

jurisdiction of Canada, another host jurisdiction of Canada cannot impose any supplementary courses that would not be required of an architect of Canada as a condition of registration in a subsequent host jurisdiction.

Article 8

Implementation

1. Each Party shall make publicly available or shall ensure that their competent authorities make publicly available, if possible by electronic means, information concerning:
 - (a) names and addresses of the competent authorities that administer applications for the recognition of qualifications;
 - (b) relevant requirements and procedures that relate to the application and administration of decisions on the mutual recognition of qualifications;
 - (c) procedures that relate to the compulsory registration or membership in a professional body; and
 - (d) laws and regulations applicable to the practice of the professional activities covered by this Agreement, including in particular the domain-specific knowledge requirements that are tested in the online pre-registration course referred to in Article 5.
2. Each Party shall endeavour to inform the other Party of new regulations or modifications to existing regulations, adopted in the exercise of its right to regulate, that might have an impact on the recognition of qualifications of architects in accordance with subparagraph (d) of Article 11.5 of CETA.
3. The competent authorities of each jurisdiction of a Party shall work in close cooperation and shall provide mutual assistance in order to facilitate application of this Agreement.
4. Nothing in this Agreement prevents competent authorities or their associations from meeting on a regular basis with the purpose of discussing matters related to the regulation of the profession of architects.
5. The Parties shall bring any issues arising from the implementation or functioning of this Agreement to the attention of the MRA Committee set up under subparagraph (b) of Article 26.2(1) of CETA if such issues cannot be resolved in accordance with this Article. The Committee shall convene promptly no later than 45 days from the receipt of a request and the Committee shall endeavour to reach a mutually satisfactory resolution of the matter within four months of the date the meeting of the Committee was held.
6. In the event that the CETA Joint Committee examines the effect of a new EU accession pursuant to CETA Article 30.10, the MRA Committee shall meet and report to the Committee on Services and Investment to support the examination by the Joint Committee.

APPENDIX I

Formal qualifications issued in Canada giving access to the profession of architects referred to in Article 4(2)

In Canada, the education required as one of the conditions to gain access to the qualifications of architects is certified by a diploma from one of the following universities:

- University of British Columbia;
- University of Calgary;
- Carleton University;
- Technical University of Nova Scotia (TUNS)-Currently, Dalhousie University;
- Université Laval;
- University of Manitoba;
- McGill University;
- Université de Montréal;
- University of Toronto; and
- University of Waterloo.

The relevant degrees are:

- Bachelor of Architecture (B. Arch) until 2004; and
- Master of Architecture (M. Arch).

The Canadian Architectural Certification Board (“CACB”) or the competent authority may also assess individual professional degrees or diplomas in architecture from non-accredited institutions and grant certification if they meet the Canadian Educational Standard endorsed by ROAC. The CACB maintains a list of current accreditations, as well as information about modes of certification, on their web site.

For graduates from one of the Canadian Schools of Architecture prior to the implementation of the CACB Degree Program Accreditation System in 1991, CACB certified each individual architectural graduate’s educational qualifications, which needed to be obtained from one of the universities listed above.

APPENDIX II

Details of the online 10-hour pre-registration course referred to in Article 5

1. General principles and objectives of the course

The online pre-registration course referred to in Article 5 is intended to ensure that an architect of a Member State of the European Union seeking to take up and pursue architectural activities in a host jurisdiction of Canada have acquired the domain specific knowledge required to practice in one of the Canada's Provinces or Territories.

Upon completion of the course, an applicant will have an understanding of what services an architect is required to provide, the contractual requirements prior to commencing architectural services, professional obligations in a self-regulating profession and the requirement to protect the public good, administrative and legal obligations that an architect is required to know to provide architectural services in Canada and where to find key reference information, including building codes, by-laws, industry standards, and other regulatory documents.

2. Domain-specific knowledge covered

The domain-specific knowledge consists of the following items:

- searching and documentation of relevant building regulations;
- understanding procedures to obtain relief or variance from particular requirements under these building regulations;
- evaluating products and materials
- project compliance with applicable regulations
- preparing and negotiate construction contracts, including the conditions of contracts for construction in order to clarify the roles of the architect, contractor, owner, bonding company and insurer in the administration of the construction phase;
- building permit applications;
- supervising construction progress and performance review; and
- codes of ethics.

3. Results and Review procedures

Upon completion of the online pre-registration course, an applicant will receive immediate notification regarding whether he or she has obtained a passing grade. The results are simultaneously transmitted to and recorded by ROAC.

APPENDIX III

Documents that may be required in accordance with Article 6(1)

The competent authority of a host jurisdiction may require an applicant to provide by electronic means any of the following documents, as appropriate:

1. proof of citizenship or of permanent residency of a Party;
2. evidence of formal qualifications;
3. attestation of professional experience;
4. a letter from a competent authority of the jurisdiction where the architect is qualified sent directly by electronic means to the competent authority of the host jurisdiction confirming the following:
 - (a) date of registration or licensure, or its equivalent if there is no registration or licensing regime in the jurisdiction where the architect is qualified;
 - (b) compliance with the professional qualification requirements set out in subparagraph (a) of Article 4(1) or subparagraph (a) of Article 4(2) of this Agreement, as appropriate;
 - (c) proof of good character or good standing; and
 - (d) if not covered by subparagraph (c), proof that the architect is not subject to ongoing disciplinary action and has not been suspended or barred from the pursuit of architectural activities due to serious professional misconduct or because of a conviction for committing a criminal offence;

If the host jurisdiction requires proof under subparagraphs (c) or (d) above, it shall accept as sufficient evidence a certificate issued by the competent authority of the jurisdiction where the architect is qualified. If the competent authority does not issue such certificates, the host jurisdiction shall accept a declaration under oath or a solemn declaration of the architect concerned before a competent judicial or administrative authority, or a notary or a qualified professional body. In that case, the applicant shall also provide a certificate issued by such authority or notary attesting the authenticity of their declaration under oath or solemn declaration;

5. proof that the applicant is insured against the financial risks arising from professional liability in accordance with the laws of the host jurisdiction;
6. an extract of the criminal record from the jurisdiction referred to in point 4;
7. payment or proof of payment of the required application fees.

The documents referred to in paragraphs 4, 5 and 6 of this Appendix shall not be more than three months old at the date on which they are submitted.

* This document is only for use within Canadian public authorities, European institutions, Member States' public administrations, the Group of Coordinators for the Recognition of Professional Qualifications, and its Sub-Group on Architecture:

- Distribution on a need to know basis
- Not for publication
- All recipients should be aware of the strict application of the 'need to know'
- Not to be distributed or published outside Canadian public authorities, EU institutions and Member States' public administrations, the Group of Coordinators for the Recognition of Professional Qualifications, and its Sub-Group on Architecture
- Full handling restrictions <https://europa.eu/db43PX>

Memorandum

To: Council

Susan Speigel	Farida Abu-Bakare
J. William Birdsell	Yan Ming (Pearl) Chan
Kimberly Fawcett-Smith	Paul Hastings
Christina Karney	Jennifer King
Natasha Krickhan	Michelle Longlade
Lara McKendrick	Elaine Mintz
Deo Paquette	Clayton Payer
Greg Redden	Kristiana Schuhmann
Gaganjot (Gagan) Singh	Andrew Thomson
Settimo Vilardi	William (Ted) Wilson
Marek Zawadzki	

FOR COUNCIL MEETING

June 23, 2022

(open)

ITEM: 4.3

From: Deo Paquette, Vice President Practice

Date: June 15, 2022

Subject: OAA Contract Suite 2021 – Progress Report #3

Objective: Present to Council the new OAA 800 – 2021 Contract and OAA 900-2021 Subcontract for endorsement. Provide other project related updates.

Summary

This memo is the third substantial update to Council on the OAA Contract Suite 2021 project. Council is being asked to review/endorse both the *OAA 800-2021A Standard Short Form of Contract For Architect Services* as well as the *OAA 900-2021A Standard Form of Subcontract Between Architect and Subconsultant*. Note that both corresponding versions for “Licensed Technologist OAA” are identical to the “Architect” versions.

The proposed content for both documents followed a nearly identical methodology as OAA 600-2021 which was endorsed in late 2021. External legal counsel, Pro-Demnity and the Practice Resource Committee (PRC), reviewed the documents. Construction law specialists with a history of representing architects, engineers and both private and public sector clients did the review of the documents. However, as the documents are part of a suite and follow similar content, the involvement of the copyright lawyer was minimal in this round. This memo also contains a progress update on other components of the OAA Contract Suite project as well as next steps for the upcoming months.

Background on the Project

At the June 2021 Council meeting, the Vice President Practice at the time presented a memo that introduced the first phase of strategic interventions in the update of the OAA Contract Suite. This included, but was not limited to: a new naming convention, new contract covers that reflect the new naming convention and the OAA's new brand identity, and highlights of proposed interventions on the website to enhance the understanding of, and relationships among the OAA contracts for both clients (public), and OAA members.

At the September 2021 Council meeting, OAA 600-2021 Contract and its Guide were reviewed and approved by Council.

Note: Refer to June 2021 and September 2021 Council Memo for more in depth historical information on OAA Contract Suite project.

OAA 800-2021 Contract and OAA 800-2021 GUIDE: Organizational and Major Content Changes (refer to Appendices 1 & 4)

Similar to the changes adopted in OAA 600, the OAA 800 contract (short form) has undergone the following key changes:

- The addition of a new cover page, formatting and naming convention to better align with the new branding
- Expanded Copyright notice
- Compliance with accessibility requirements
- The addition of a Table of Contents
- The addition of a dedicated Definitions section
- Fillable fields of the contract have been moved either to the front of the document (i.e. agreement section) or to the new schedules in the back to allow the General Conditions to be boilerplate.
- Extra Services category added to existing Basic Services and Additional Services categories via a schedule
- CAD/BIM licence option
- New waiver of Moral Rights
- Option for clearer insurance requirements
- Force Majeure clause
- Liens by those the architect is responsible for
- Right to Audit clauses
- Signing in counterparts

This has resulted in re-structuring of the previous version of the contract (refer to appendix 4). The same organizational changes have also been applied to OAA 900 documents.

In the previous version of OAA 800, the instructions were embedded in the PDF of the contract which created issues for certain users. The new OAA 800 will have a standalone guide. For clarity and to minimize the page count, excerpts of the contract will not be included in the guide. This will shorten the development

time and greatly assist in the maintenance of the guide as updates are made. The guide to OAA 800 will be finalized in the upcoming weeks.

OAA 900-2021 Contract and OAA 900-2021 GUIDE: Organizational and Major Content Changes (refer to Appendices 2, 3 & 5)

Fundamentally, OAA 900 is designed as flow-through contract, for use with consultants retained directly by Architects or Licensed Technologists OAA. It is not designed as a standalone contract reiterating all the terms and conditions of the head or prime contract with the client. Rather, the terms and conditions of the head or prime contract are included in this subcontract by reference. This approach avoids transcription errors and allows the subcontracts to be much more compact.

Similar to the changes adopted in the OAA 600 and OAA 800, the OAA 900 subcontract has undergone the following key changes:

- The addition of a new cover page, formatting and naming convention to better align with new branding
- Updated copyright disclaimer
- New definition section
- Compliance with accessibility requirements
- Fillable fields of the contract have been moved either to the front of the document (i.e. agreement section) or in the new schedules in the back to allow the General Conditions to be boilerplate.
- Extra Services category added to existing Basic Services and Additional Services categories via a schedule
- CAD/BIM licence option
- New waiver of Moral Rights
- Clearer insurance requirements
- Right to Audit clauses
- Signing in counterparts

This has resulted in re-structuring of the previous version of the contract (refer to appendix 5). The same organizational changes have been applied to OAA 600 and OAA 800 contracts for consistency within the suite.

The Guide to OAA 900 (Appendix 3) has also undergone changes. For clarity and to minimize the page count, excerpts of the contract are no longer included in the guide. This will shorten the development time and greatly assist in the maintenance of the guide as updates are made.

Overview of the process and input from various parties

As mentioned in the June 2021 Council memo, the early stages of work on the new OAA contract suite started with a member survey and OAA hosted roundtables with Ontario Bar Association (OBA) Construction group. There was also development work by OAA staff such as analysis of RFPs reviewed by PAS to identify trends that informed some of the new proposed content.

The Practice Resource Committee was also part of the review process. The intent was also to coordinate the new OAA contracts with the new CCDC 2 contract.

In a similar approach to OAA 600, Pro-Demnity assisted with reviews and comments related to the proposed revisions updating OAA 800 and OAA 900. A critical partner in this project, they received a few weeks ago the latest draft reflecting further input from the OAA's legal counsel, inviting any further comments. Review of previous drafts indicated that Pro-Demnity's concerns and comments have been resolved and many of Pro-Demnity's specific suggestions are reflected in the version presented to Council via this memo.

The new versions of OAA 800 and OAA 900 are, like the new OAA 600, the result of collective efforts by various parties involved in our industry. Following the Council meeting, PAS will be finalizing the documents to prepare for an anticipated launch this summer.

Overview of the contract's organizational changes

New content reflecting current market needs, accessibility requirements and the new OAA brand/formatting have inherently affected the number of pages. (refer to appendix 2 and 4 for a comparative table).

Like OAA 600, the new OAA 800 and OAA 900 template are customizable and offers greater clarity on how the information is grouped and sequenced and as such, reflects current contract structure of other agreements on the markets.

Also, to assist users, some of the fill-in-the-blank boxes are pre-populated with suggested/recommended wording that can easily be edited to prompt discussion of issues with clients and to further reduce the number of client authored supplementary conditions.

As previously mentioned in the previous Council memos, the inclusion of new clauses to address issues that have resulted in significant and unbalanced client authored supplementary conditions has necessarily resulted in the OAA 600 and 800 contracts becoming longer.

Progress Update on other components of Contract Suite Project

Launch of OAA 600, OAA 800 and OAA 900 + associated guide

- Working with Communications to prepare new landing pages for the contracts
- Working with Continuing Education on [webinars to explain the changes to the new contracts](#). The first is anticipated on September 29, 2022.
- Finalizing the testing of the fillable forms if clients/members want to use in an entirely digital framework

- Having now aligned the order of the contracts with the Index to OAA Contracts and Guide for better searchability within Documents and Publications, continue to work on finalizing some content to be located in “Working with an Architect” area of the website

List of Documents Impacted by OAA Contract Suite project: The update of the OAA contract suite also results in a need to update other related documents. Some of the updates will require legal input. Here are some of the main documents that will need to be revised as we prepare for the launch of the contracts such as [Index to OAA Contracts and Guides](#) and [Practice Tip 25 Design-Build: OAA 600 – 2013](#).

Next steps

- Continue working on strategizing launch messaging and prepare an associated education opportunity with appropriate OAA service areas and portfolios.
- Work on webinars for OAA Contracts for fall 2022
- Official Launch OAA 600–2021 A, 600-2021 LT, and 600-2021 Guide
- Finalize OAA 800–2021 and OAA 900-2021 and the guides following Council meeting as well as their associated guides
- Continue to work on the list of documents impacted by the launch of the new OAA contract suite and guides
- Continue to work on website landing page
- Organize the schedule related to updates of documents impacted by OAA contract suite changes
- Start preparing for the French translation and launch of the OAA Contracts and Guides “en français”) – anticipated to start later this year.

Action: **OAA Council to endorse the new OAA 800-2021 (Short Form) and OAA 900-2021 (Subcontract for Consultants).**

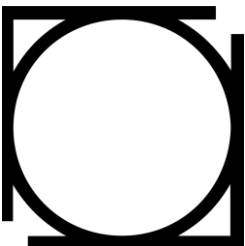
Attachments: [Appendix 1: Final Draft OAA 800-2021 Contract](#), [Appendix 2: Final Draft OAA 900-2021](#), [Appendix 3: Final Draft OAA 900 Guide](#) [Appendix 4: Overview – Table comparing structure/page count of OAA 800-2011 and OAA 800-2021](#), [Appendix 5: Overview – Table comparing structure/page count of OAA 900-2013 and OAA 900-2021](#)

OAA 800

2021 A

Standard Short Form of Contract for Architect's Services

FOR

A large, empty rectangular box with a thin black border, intended for a signature or stamp.

Copyright Notice

This document is copyrighted by the Ontario Association of Architects (OAA). All rights reserved.

This document may be used and reproduced by members of the OAA without charge for as long as the document remains available and published on the OAA Website. Use or reproduction of this document to enter into contracts on or after the date that this document is no longer available on the OAA Website constitutes an infringement of the OAA's copyright. For further clarity, this document, if available, will be found online at: [OAA Documents and Publications](#).

Members of the OAA and any other user agree to cease all use of prior versions of OAA-600 nine (9) months following the publication of this document on the OAA Website for the purpose of entering into architectural services contracts in the course of its business as an architect, an architectural practice, or a customer or prospective customer thereof, or any other purpose, other than the completion of existing contracts and archival purposes. Without limiting the generality of the foregoing, prior versions include OAA 600-2008, and OAA 600-2013 (including amended versions).

Any revisions to this document at any time, other than by filling in the editable form fields or by replacing the schedules and appendices, shall constitute infringement of OAA's copyright. Any pages not marked with the "© Ontario Association of Architects all rights reserved" in the footer do not form part of this document as it is made available to members and the public, and OAA does not guarantee the accuracy or reliability of any content that forms the replaced schedules and appendices.

The Ontario Association of Architects would like to express its appreciation to the following individuals, participants, and groups whose input and comments were significant in the preparation of this new version of OAA 800:

- participants in the OAA's Roundtable for Construction Law Lawyers, facilitated through the efforts of the Ontario Bar Association
- participants in the OAA's Roundtable for Procurement Officials,
- McMillan LLP,
- Bhole IP Law,
- Pro-Demnity Insurance Company,
- members of the OAA's Practice Resource Committee, and
- various members and interested parties who provided commentary and criticisms since the previous version was published.

Table of Contents

Agreement

A01	Effective Date
A02	Client
A03	Architect
A04	Project
A05	Owner
A06	Budget for Construction Cost
A07	Anticipated Dates for Construction
A08	Consultants
A09	Information Provided
A10	Professional Liability Insurance
A11	Services
A12	Fees
A13	Retainer
A14	Reimbursable Expenses
A15	Payment Terms
A16	Interest on Late Payment

Signing Space

Definitions

General Conditions

GC01	Architect's Responsibilities
GC02	Client's Responsibilities
GC03	Construction Phase Services
GC04	Copyright and Use of Documents
GC05	Indemnification and Liability of the Architect
GC06	Termination of Services
GC07	Force Majeure
GC08	Other Terms of the Contract

Schedules

Schedule 1 – Services Schedule Legend

Schedule 2 – Basic Services

☐ Schedule 3 – Additional Services

☐ Schedule 4 – Other Services

☐ Schedule 5 – Other Terms and Conditions

Appendices

☐ Appendix A – Provision of Editable CAD or BIM Files

☐ Appendix B – Waiver of Moral Rights

* *List any required appendices in Schedule 5*

Note: Clauses have been renumbered from the previous versions due to insertions or deletions as a result of the changes made. Future changes will be identified in this contract by a vertical line in the right margin alongside the applicable clause.

Agreement

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

A02 between the *Client*:

(name, address, telephone, and email)

A03 and the *Architect*:

(name, address, telephone, and email)

A04 for the following *Project*:

(description and municipal address or lot number)

A05 The owner, if other than the *Client*, is: _____.

A06 The *Client's* budget for *Construction Cost* is: \$ _____.

A07 The *Client's* anticipated dates for construction are as follows:

.1 Commencement of construction: _____;

.2 *Substantial Performance of the Work*: _____;

.3 *Ready-for-Takeover*: _____.

A08 The *Architect* shall coordinate the services of the following *Consultants*:

.1 engaged and paid by the *Architect*:

.2 engaged and paid by the *Client*:

(names and disciplines)

(names and disciplines)

A09 The *Client* shall provide information regarding existing conditions including the legal description of the property, surveys, soils and sub-surface conditions, toxic or hazardous substances, reports, services, existing structures, etc., related to the *Place of the Work*, reasonably required for the performance of the *Services*, the accuracy and completeness of which the *Architect* shall be entitled to rely upon.

A10 The *Architect* shall carry professional liability insurance to at least the mandatory level required by law, unless otherwise specified in Schedule 5.

A11 The *Architect* shall provide the *Basic Services* as described in Schedule 2, and the *Additional Services* as described in Schedule 3. If and to the extent the *Contract* time initially established in this *Contract* is exceeded or extended through no fault of the *Architect*, any services performed during such extended period shall constitute *Extra Services*.

A12 Fees for the Architect's Services unless noted otherwise as set out in Schedule 1 or 2, shall be as follows:

- ☐ a Lump Sum Fee of: ,
- ☐ at *Architect's* Standard Hourly Rates as set out in Schedule 2, or
- ☐ a percentage-based fee of % of the *Construction Cost*.

A13 The *Client* shall pay to the *Architect*, upon execution of this contract, a retaining fee (deposit) in the amount of \$. This retaining fee shall be credited against the Architect's last invoice and is the minimum payment that the Client must pay the Architect under this contract.

A14 The following actual expenditures shall constitute *Reimbursable Expenses*:

- (i) transportation in connection with the *Project* for authorized travel;
- (ii) communication and shipping;
- (iii) reproduction of *Instruments of Service*, photographs, reports, and other documents;
- (iv) web-based project management services, specifically requested by the *Client*;
- (v) fees, levies, duties or taxes for permits, licences, or approvals from authorities having jurisdiction;
- (vi) premiums for additional insurance coverage or limits requested by the *Client*;
- (vii) fees for *Project*-specific collaborative software or software subscriptions requested by the *Client*;
- and
- (viii) other *Project* related expenses approved by the *Client* in writing prior to expenditure.

An administrative charge of % shall be added to the *Reimbursable Expenses*.

A15 Within 28 days of receipt of a *Proper Invoice*, the *Client* shall pay the *Architect* the invoiced amount or, subject to compliance with the *Lien Legislation*, the undisputed portion thereof plus applicable value added taxes (GST, HST, or QST), on account of the *Architect's* fee and *Reimbursable Expenses* less any applicable statutory holdback. *Proper Invoices* shall be issued and submitted on a basis unless otherwise agreed.

A16 Until payment is made, any balance of a *Proper Invoice* remaining unpaid after it is due shall bear interest, calculated and compounded monthly, at the rate of % per annum above the higher of the Bank of Canada prime lending rate and such other rate as specified in the *Lien Legislation*. Without limiting the foregoing, the *Architect* also reserves the right to suspend performance of the *Services* if *Proper Invoices* are not paid as required by Article A15, and the *Architect* will not be liable for any costs or delays caused by such suspension of *Services*.

.....
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*

.....
CLIENT (Signature)

.....
(Printed name and title)

I have authority to bind the *Client*

Definitions

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

Additional Services	are those professional services and responsibilities of the <i>Architect</i> described in Schedule 3 and Schedule 4 that are contemplated as of the <i>Effective Date</i> .
Architect	is the person or entity identified in Article A03 that is the holder of a Certificate of Practice issued by the Ontario Association of Architects (OAA) and is licensed to practice in the province or territory of the <i>Place of the Work</i> .
Basic Services	are those professional services and responsibilities of the <i>Architect</i> described in Schedule 2 which are contemplated as of the <i>Effective Date</i> .
Client	is the person or entity identified in Article A02.
Construction Cost	is the total cost of the <i>Work</i> to the <i>Client</i> to construct all elements of the <i>Project</i> designed or specified by, or on behalf of, or as a result of, the coordination by the <i>Architect</i> , including construction contract price(s), cash allowances included in the construction contracts, building permit fees, changes during construction, contractor's general conditions costs, overhead and profit, construction management fees or other fees for the coordination and procurement of construction services, and all applicable taxes, excluding the full amount of value-added taxes (GST, HST, or QST), whether recoverable or not. The <i>Construction Cost</i> excludes contingencies, the compensation of the <i>Architect</i> and the <i>Consultants</i> , land cost, land development charges, or other professional fees, which are also the responsibility of the <i>Client</i> .
Construction Documents	consist of the bidding requirements including instructions to bidders, information available to bidders, bid forms, and attachments, plus the <i>Contract Documents</i> .
Consultant	is a person or an entity engaged by the <i>Client</i> or the <i>Architect</i> to provide services supplementary to those provided by the <i>Architect</i> .
Consultant Coordination	means: (i) managing the communications among the <i>Architect</i> and all <i>Consultants</i> listed in Article A08, and with the <i>Client</i> ; (ii) providing direction as necessary to give effect to all design decisions; (iii) reviewing the services of all <i>Consultants</i> listed in Article A08.1 to assist in identifying conflicts or interferences, and to monitor general compliance with directions; and (iv) reviewing the instruments of service and other information provided to the <i>Architect</i> by the <i>Client's Consultants</i> listed in Article A08.2 to assist in identifying conflicts or interferences, and to monitor general compliance with directions.
Contract	The <i>Contract</i> is the undertaking by the parties identified in and including the Agreement form, Definitions, General Conditions, Appendices, and Schedules hereto including the documents listed in Article A27 to perform their respective duties, responsibilities, and obligations as described therein and amendments agreed upon between the parties.
Contract Documents	consist of drawings, specifications, schedules, and other documents appropriate to the size and complexity of the <i>Project</i> and amendments agreed upon between the parties, to describe the size and character of the <i>Project</i> , including architectural and, where applicable, civil, structural, mechanical, and electrical systems, materials, and such other elements setting forth in detail the requirements for the construction, enlargement, or alteration of the building or buildings and any related components comprising the <i>Project</i> .
Effective Date	means the date the <i>Contract</i> becomes effective as stipulated in Article A01.
Extra Services	are those professional services and responsibilities of the <i>Architect</i> that are not identified as comprising <i>Basic Services</i> or <i>Additional Services</i> (whether or not described in Schedule 2, Schedule 3 or Schedule 4 to the <i>Contract</i>), and are expressly excluded from the <i>Basic Services</i> or <i>Additional Services</i> , or are otherwise not contemplated as forming part of the <i>Basic Services</i> or <i>Additional Services</i> at the time of <i>Contract</i> signing.

Force Majeure Event	means an event that causes a party to be delayed in performing or unable to perform its obligations under the <i>Contract</i> in whole or in part and that meets each of the following criteria: (i) the event and its effects are beyond such party's reasonable control; (ii) such party could not reasonably have prevented, overcome, or removed the event and its effects by commercially reasonable efforts and due diligence; and (iii) the event and its effects do not result directly or indirectly from such party's negligence or default. For certainty, insufficiency of funds of either party shall not constitute a <i>Force Majeure Event</i> .
General Review	means review during visits to the <i>Place of the Work</i> (and where applicable, at locations where building components are fabricated for use at the <i>Project</i> site) at intervals appropriate to the stage of the construction that the <i>Architect</i> in its professional discretion, considers necessary to become familiar with the progress and quality of the <i>Work</i> and to determine that the <i>Work</i> is in general conformity with the <i>Contract Documents</i> , and to report, in writing, to the <i>Client</i> , contractor, and authorities having jurisdiction.
Instruments of Service	are the paper or electronic documents (including portable document files (PDF)) which comprise the design, drawings, specifications and reports prepared by or on behalf of the <i>Architect</i> or its <i>Consultants</i> , including but not limited to construction documents, plans, sketches, drawings, graphic representations, specifications, photographs, and materials which are prepared for the approval of 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>Consultants</i> .
Lien Legislation	means the lien legislation applicable to the <i>Place of the Work</i> , and includes any applicable payment legislation in effect at the <i>Place of the Work</i> governing payment. Where the <i>Place of the Work</i> is located in Ontario, <i>Lien Legislation</i> shall mean 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>Contract</i> .
Place of the Work	is the designated site or location of the <i>Work</i> identified in Article A04.
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 containing at a minimum, all the information required by the <i>Lien Legislation</i> .
Ready-for-Takeover	means when all prerequisites and conditions of Ready-for-Takeover set out in the form of construction contract stipulated in Article A08.2 have been attained. Where no date for <i>Ready-for-Takeover</i> is stipulated in Article A07 or the construction contract does not establish prerequisites or conditions for <i>Ready-for-Takeover</i> , <i>Ready-for-Takeover</i> shall mean <i>Substantial Performance of the Work</i> .
Reimbursable Expenses	means the actual expenditures, supported by receipts or invoices, incurred by the <i>Architect</i> , and <i>its Consultants</i> in the interest of the <i>Project</i> , and which are identified as reimbursable expenditures in Article A14.
Services	means the <i>Basic Services</i> , the <i>Additional Services</i> , if any, <i>Other Services</i> and the <i>Extra Services</i> , if any, required of the <i>Architect</i> by the <i>Contract</i> . The <i>Architect's Services</i> do not include the delivery or completion of the <i>Work</i> .
Standard of Care	means the level of professional skill, care, and diligence as would be exercised by a reasonable architect practising in the same area in the same or similar locality under similar circumstances as measured by the professional standard of the time.
Substantial Performance of the Work	means substantial performance of the contract for the <i>Work</i> as defined under the <i>Lien Legislation</i> or, in the absence of such legislation, when the <i>Work</i> is ready for the purpose intended.
Work	means the total construction and related services required by the <i>Contract Documents</i> .

General Conditions

GC01 ARCHITECT'S RESPONSIBILITIES

- 1.1 The *Architect* shall provide *Services* as identified in this *Contract* and shall: 1) perform the *Services* in accordance with the *Standard of Care*; and 2) provide *Consultant Coordination*
- 1.2 Where the *Architect* recognizes or is informed of facts or circumstances that give rise to the need to perform *Extra Services*, the *Architect* shall notify the *Client* in writing with reasonable promptness explaining the facts and circumstances. The *Architect* shall not proceed to provide any *Extra Services* until the *Architect* receives the *Client's* written authorization. Compensation for *Extra Services* shall be based on the rates identified in Article A12 unless mutually agreed otherwise in writing.

GC02 CLIENT'S RESPONSIBILITIES

- 2.1 The Client shall be responsible for:
 - .1 timely written notice of *Client's* decisions or responses during the *Project* and of all notifications and other communications related to the *Services* received from authorities having jurisdiction;
 - .2 engaging suitably qualified and licensed contractors and *Consultants* including any *Consultants* so identified in Article A08.2 of this *Contract*, under terms and conditions of other contracts, including insurance requirements that are compatible with this *Contract*;
 - .3 generally accepting the *Architect's* professional judgement with respect to the *Services*
 - .4 any costs related to *Client*-initiated design changes made after *Client's* previous approval;
 - .5 arranging bonding and/or insurance coverage for the building/property, and any contractors or *Consultants* retained by the *Client*; and
 - .6 require all *Consultants* engaged by the *Client* to coordinate performance of their services with those of other *Client's* *Consultants*, and to provide information and documents to the *Architect* and other *Consultants* in a timely manner.

GC03 CONSTRUCTION PHASE SERVICES

- 3.1 Where retained to provide contract administration field services, the *Architect* shall conduct visits to the *Place of Work* at intervals appropriate to the stage of construction, to observe the progress of the *Work* and that the *Work* is being carried out in general conformity with the *Contract Documents*, and to report, in writing, to the *Client*, and contractor. The *Architect* will perform as a minimum, the site visits as agreed in the attached Schedule 2.

GC04 COPYRIGHT AND USE OF DOCUMENTS

- 4.1 The *Architect* shall retain all common law, statutory and other reserved rights, including all copyright, to the *Instruments of Service*. The *Instruments of Service* and all computer software programs developed by the *Architect* for the *Project* shall remain the property of the *Architect*, whether the *Project* for which they are made is executed or not, and whether or not the *Architect* has been paid for the *Services*.
- 4.2 Alteration of the *Instruments of Service* by the *Client* or any other person is prohibited.
- 4.3 The *Architect* grants the *Client* an exclusive, royalty-free and perpetual licence to retain, reproduce, alter, amend, and use the *Architect's* *Instruments of Service* solely and exclusively for the purposes of constructing, using, maintaining, repairing, renovating, adding to, altering, and occupying the *Work* and the *Project*. The *Client's* use of and licence for the *Instruments of Service* is contingent upon full payment to the *Architect* for *Services* rendered.
- 4.4 The *Client* shall indemnify and hold harmless the *Architect* to the fullest extent permitted by law, from and against any and all claims, damages, liabilities or costs, including reasonable attorney's fees and costs of defense, in any way arising out of or related to alteration, modification or amendment to the *Instruments of Service* by the *Client*, the *Client's* *Consultants*, contractors, subcontractors, suppliers, employees, or tenants, or any other person for whom the *Client* is responsible at law.
- 4.5 The *Instruments of Service* may only be used for the purpose intended and for a one time use, on the same site, and for the same *Project*, by this *Client* only and may not be offered for sale or transfer with or without the property, without the express written consent of the *Architect*.

GC05 INDEMNIFICATION AND LIABILITY OF THE ARCHITECT

- 5.1 The *Architect* shall, within the limits of its insurance coverages as stipulated in the *Contract* indemnify the *Client* 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 *Architect* or of those for whom it is responsible at law.
- 5.2 The *Architect* shall not:
- .1 be responsible for decisions made by the *Client* without the advice of the *Architect* or contrary to, or inconsistent with, the *Architect's* advice;
 - .2 interpretations by an authority having jurisdiction which differs from that of the *Architect* regarding statutes, regulations, laws and by-laws, which interpretation the *Architect* could not have reasonably anticipated;
 - .3 any changes made to the *Architect's* design, drawings or documents without the *Architect's* knowledge and approval;
 - .4 be required to make exhaustive or continuous on-site reviews;
 - .5 be responsible for acts or omissions of the contractor, subcontractors, suppliers, any other persons performing any of the *Work*, or any other persons performing work at the *Place of the Work* or for failure of any of them to carry out the *Work* in accordance with the *Contract Documents* or any statutes, regulations, codes or by-laws governing the performance of work;
 - .6 have control, charge, or supervision, or responsibility for construction means, methods, techniques, schedules, sequences or procedures, for temporary works, or for safety precautions and programs required in connection with the *Work*,
 - .7 be responsible for any and all matters arising from toxic or hazardous substances at the *Place of the Work*,
 - .8 be responsible for establishing, initiating, maintaining, or supervising any health and safety precautions and programs in connection with the performance of the *Work* in accordance with the applicable health and safety legislation;
 - .9 be responsible for preparation or execution of reliance letters in favour of any person other than the *Client* or of any documents requested by lenders or other persons providing financing to the *Client* or *Project*;
 - .10 any consequential loss, injury, or damages suffered by the *Client*, including loss of use or earnings, and interruption of business; or
 - .11 be liable for the result of any interpretation or finding rendered in good faith in accordance with the *Standard of Care* and the *Contract Documents*.

GC06 TERMINATION OF SERVICES

- 6.1 If either party fails substantially to perform in accordance with its terms the non-defaulting party may terminate this engagement after giving seven days' written notice to remedy the breach. If the *Project* is suspended for more than 60 days in total, the *Architect* may terminate this contract upon giving the *Client* seven days written notice. The *Client* may terminate this agreement without cause upon 28 days' written notice. The *Architect* may terminate upon giving seven days written notice that there has been a loss of confidence in the *Architect's* provision of services. On termination the *Client* shall forthwith pay to the *Architect* its charges for the *Services* performed to the date of termination, including all fees, *Reimbursable Expenses*, and charges for this *Project*.

GC07 FORCE MAJEURE

- 7.1 Except with respect to payment obligations under the *Contract*, neither party shall be liable to the other for delay or failure to perform its obligations under the *Contract* to the extent caused by a *Force Majeure Event*.

GC08 OTHER TERMS OF THE CONTRACT

- 8.1 This *Contract* shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The courts of the Province of Ontario shall have exclusive jurisdiction with respect to all matters relating to or arising out of this *Contract*.
- 8.2 The Client and the Architect agree to the other terms as set out in the attached Schedule 5.

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:

- | | |
|-----|--|
| NI | Not Included. The scope of work item has not been selected and the <i>Service</i> is not to be provided. |
| TBD | To Be Determined. The scope of work item has not been selected and the <i>Service</i> is not to be provided at this time. |
| C | The scope of work item has been selected and the <i>Service</i> listed is to be provided by the <i>Client</i> . |
| X | The scope of work item has been selected and the <i>Service</i> listed is to be provided by the <i>Architect</i> . |
| F1 | <p>The scope of work item has been selected and the fee calculated as a percentage of construction cost – by phase.</p> <p>The <i>Services</i> to be provided with a Fee Reference of “F1” are included for a fee to be computed as _____ percent (_____) % of the Construction Cost by phases. Fees will be calculated on the agreed <i>Estimate of Construction Cost</i> at the completion of the schematic design for the schematic design phase, on the agreed <i>Estimate of Construction Cost</i> at the completion of design development for the design development phase, on the agreed <i>Estimate of Construction Cost</i> at the completion of the <i>Construction Documents</i> for the construction documents phase, on the accepted bid price for the, bidding phase, and on the actual final cost for the construction phase.</p> <p>Fees for previous phases are not adjusted if the value of the estimates or actual Construction Cost varies as the project progresses. Where a change to the Work results in a net credit change order (net reduction in the Construction Cost), the <i>Architect</i> shall be paid for its <i>Services</i> related to the change on the basis of hourly rates set out in the fee reference Articles. Where the change in the work will result in a net extra change order (net increase in the construction cost), the <i>Architect</i> may elect to be compensated for its <i>Services</i> related to the change either by receiving its percentage fee on the increase in the <i>Construction Cost</i> or <i>Estimate of Construction Cost</i> or on the basis of the agreed hourly rates.</p> |
| F2 | <p>The scope of work item has been selected and the fee calculated as a percentage of construction cost – final.</p> <p>The <i>Services</i> to be provided with a Fee Reference of “F2” are included for a fee to be computed as _____ percent (_____) % of the final total Construction Cost. Fees will be invoiced based on the estimates of Construction Cost and bid price as applicable, as the project progresses. The final invoice will be adjusted based on the fee calculated on the final total Construction Cost, less fees previously billed.</p> <p>Where a change to the <i>Work</i> results in a net credit change order (net reduction in the Construction Cost), the <i>Architect</i> shall be paid on the basis of hourly rates set out in the fee references above. Where the change in the <i>Work</i> will result in a net extra change order (net increase in the construction cost), the <i>Architect</i> may elect to be compensated for its <i>Services</i> either by receiving its percentage fee on the increase in the <i>Construction Cost</i> or <i>Estimate of Construction Cost</i> or on the basis of the agreed hourly rates</p> |
| F3 | <p>The scope of work item has been selected and the fee calculated as a fixed fee for the defined scope of work.</p> <p>The <i>Services</i> to be provided with a Fee Reference of “F3” are included in the lump sum fee stipulated in the Articles.</p> |
| F4 | <p>The scope of work item has been selected and the fee calculated based on the hourly rates.</p> <p>The <i>Services</i> to be provided with a Fee Reference of “F4” will be invoiced as the <i>Project</i> progresses at the standard hourly or other rates stipulated in the Articles.</p> |
| F5 | <p>The scope of work item has been selected and the fee calculated based on the unit rates.</p> <p>The <i>Services</i> to be provided with a Fee Reference of “F5” will be invoiced as the <i>Project</i> progresses at the standard unit rates stipulated in the Articles.</p> |

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 the Fee column by the Fee Reference for each as identified in Schedule 1.)

Pre-Design	Fee
Client's Program and Budget: Develop <input type="checkbox"/> Review <input type="checkbox"/>	
Assist Client in obtaining property survey, geotechnical report, etc.	<input type="checkbox"/>
Prepare schedule for Architect's services and projected project schedule.	<input type="checkbox"/>
Prepare measured drawings of visible conditions.	<input type="checkbox"/>
Prepare a condition assessment of the existing building.	<input type="checkbox"/>
Design Phases (Client's review and approval to be obtained before proceeding to next phases)	
Schematic Design Documents Phase	<input type="checkbox"/>
Design Development Documents Phase	<input type="checkbox"/>
Estimates of Construction Cost at each phase	<input type="checkbox"/>
Construction Documents Phase – Drawings / Specifications	
Prepare drawings / specifications for: Building Permit <input type="checkbox"/> Bidding/Negotiation with contractor(s) <input type="checkbox"/> Construction <input type="checkbox"/>	
Estimates of Construction Cost at appropriate intervals.	<input type="checkbox"/>
Permits and Approvals	
Review applicable statutes, regulations, codes, and by-laws as the design of the project is developed.	<input type="checkbox"/>
Prepare and assist client to submit signed application for building permit.	<input type="checkbox"/>
Prepare and assist Client to obtain: Site Plan Approval <input type="checkbox"/> Committee of Adjustment <input type="checkbox"/> Re-zoning Application <input type="checkbox"/>	
Negotiation / Bidding Phase	
Assist client to: Obtain bids <input type="checkbox"/> Negotiate construction contract <input type="checkbox"/> Prepare construction contract <input type="checkbox"/>	
Construction Phase: General Review – Construction Contract Administration	
Review shop drawings and other submittals.	<input type="checkbox"/>
General Review at site, and reports: for Building Code only.	<input type="checkbox"/>
for Building Code and all Construction Documents.	<input type="checkbox"/>
Including <input type="checkbox"/> visits to the site over the anticipated construction duration of <input type="checkbox"/> months.	
Services exceeding the limits included above shall be provided as <i>Extra Services</i> .	
Certify Contractor applications for payment and Substantial Performance.	<input type="checkbox"/>
Construction Contract Administration field and office functions	<input type="checkbox"/>
Prepare and issue supplemental details and instructions as needed	<input type="checkbox"/>
Respond to Requests for Information	<input type="checkbox"/>
Review contractor's close out documents	<input type="checkbox"/>
Follow up during one year warranty period.	<input type="checkbox"/>
Architect Time-based Rates: (Rates shall be adjusted on the anniversary of the contract in accordance with the change in the Consumer Price Index.)	
Senior Architect	\$.00 per hour, or per day, or per meeting.
Junior Architect	\$.00 per hour
Draftsperson	\$.00 per hour
Secretarial Assistant	\$.00 per hour

Schedule 3 – Additional Services

ARCHITECT'S SCOPE OF ADDITIONAL SERVICES

(Indicate in the table below Additional Services, special phasing or scope to be provided by the Architect and the manner of compensation as indicated in Fee Reference for each identified in Schedule 1.)

3.1	ITEM	Fee
	PRE-DESIGN SERVICES	
.1	Pre-Design Study – 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	Existing Building Assessment – Provide assessment of the condition of existing buildings, systems, and equipment.	
.3	Programming – Provide analyses of the <i>Client's</i> needs and prepare a written <i>Functional Program</i> as described in GC05.1.	
	GENERAL SERVICES, ALL APPLICABLE PHASES	
.4	Provision of Interior Design Services – Provide or engage the services of an interior designer to provide interior design services commensurate with other architectural services under this <i>Contract</i> .	
.5	Value Engineering – Provide <i>Services</i> in connection with value engineering or analysis.	
.6	CAD/BIM Files – Provide editable copies of CAD or BIM files in accordance with the requirements of Appendix A.	
.7	Moral Rights – Relinquish the <i>Architect's Moral Rights</i> in the <i>Project</i> in accordance with the requirements of Appendix B.	
	PERMITS AND APPROVALS	
	Special Approvals of Authorities – 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: <ul style="list-style-type: none"> .1 Zoning or Land Use Amendment; .2 Committee of Adjustment or variance from bylaws; .3 Site Plan Approval; .4 Other Approvals; (list and describe) 	
	BIDDING/NEGOTIATION PHASE	
	Issued for Construction Drawings – Prepare Issued for Construction drawings, incorporating relevant addenda, or negotiated changes during bid/negotiation phase.	
	CONSTRUCTION PHASE	
	Ready-for-Takeover – 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.	
	Record Drawings – 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> .	

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.)

Additions and Changes to Schedule 2 – Basic Services Scope of Work Items

Additions to Schedule 3 – Additional Services Scope of Work Items

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.)

Amendments to the Articles of Agreement

Append the following to Article A10:

The professional liability insurance carried by the *Architect* shall be a claims made policy issued by a company licensed to underwrite insurance in the province of Ontario:

- .1 with a per claim limit of not less than \$_____ per claim, with an aggregate limit of not less than \$_____ per project in any policy year;
- .2 which coverage shall be maintained continuously from the commencement of *Services* for a period ending not less than _____ years after the date of *Ready-for-Takeover*, the completion or termination of the *Services*, whichever occurs first;
- .3 which insurance shall insure the *Architect* from claims arising from errors, omissions or negligent acts in the performance of the *Architect's* professional *Services* and duties and responsibilities pursuant to this *Contract*.

Add new Article A17

A17 This *Contract* is composed of the following documents, listed in order of priority:

Priority #	Contract Document
1	<u>Schedule 5: Other Terms and Conditions – Amendments to Agreement</u>
2	<u>Articles of Agreement</u>
3	<u>Schedule 5: Other Terms and Conditions – Amendments to Definitions</u>
4	<u>Definitions</u>
5	<u>Schedule 5: Other Terms and Conditions – Supplementary Conditions</u>
6	<u>General Conditions</u>
7	<u>Schedule 1: Fee Schedule Legend</u>
8	<u>Schedule 2: Basic Services</u>
9	<u>Schedule 3: Additional Services</u>
10	<u>Schedule 4: Other Services</u>
11	<u>Appendix A: Provision of Editable CAD or BIM Files</u>
12	<u>Appendix B: Moral Rights</u>

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

Amendments to the Definitions

Supplementary Conditions

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 (record drawings)		

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.

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 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* 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)

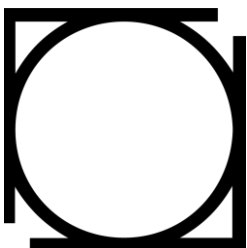
Moral Rights in this Appendix has the same meaning given to it in the *Copyright Act*, R.S.C. 1985, c. C-42, as amended as of the *Effective Date* of the *Contract*.

OAA 900

2021 A

Standard Form of Subcontract Between Architect and Subconsultant

FOR

A large, empty rectangular box with a thin black border, intended for a signature or stamp. A large, light gray 'DRAFT' watermark is diagonally across the page, partially covering this box.

Copyright Notice

This document is copyrighted by the Ontario Association of Architects (OAA). All rights reserved.

This document may be used and reproduced by members of the OAA without charge for as long as the document remains available on the OAA Website. Use of this document to enter into contracts after that date constitutes an infringement of the copyright. Changing this document in any way other than by filling in the editable input boxes constitutes an infringement of the copyright.

The Ontario Association of Architects would like to express its appreciation to the following individuals, participants, and groups whose input and comments were significant in the preparation of this new version of OAA 600:

Participants in the OAA's Roundtable for Construction Law Lawyers,

Participants in the OAA's Roundtable for Procurement Officials,

McMillan LLP

Bhole IP Law

OAA's Practice Review Committee,

Pro-Demnity Insurance Company, and

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

Table of Contents

Agreement

A01	Effective Date
A02	Architect
A03	Subconsultant
A04	Project
A05	Client
A06	Subconsultant's Discipline
A07	Prime Contract
A08	Same Terms and Conditions
A09	Coordination
A10	<i>Sub-subconsultants</i>
A11	Reliance on Information
A12	Review of Information and Site
A13	Fees for Services
A14	Invoice Contents
A15	Invoicing
A16	Disputed Invoices
A17	Payment Provisions
A18	Hierarchy and Contract Documents
A19	Entire Contract
A20	Amending the Contract
A21	Signing in Counterparts
A22	Delivery of Notices

Signing Space

Definitions

General Conditions

GC01	Consultant's Scope of Subcontract Services
GC02	Representatives
GC03	Communications
GC04	Coordination
GC05	Timeliness
GC06	Right to Audit
GC07	Copyright and Use of Documents
GC08	Insurance and Liability
GC09	Termination of Subcontract Services
GC10	Dispute Resolution
GC11	Miscellaneous Conditions
GC12	Other Terms of Contract

** List any documents forming part of this contract in Article A26 and list any documents attached to this contract in Schedule 5 - Other Terms of Contract.*

Schedules

- ☐ Schedule 1 – List of Sub-subconsultants
- ☐ Schedule 2 – Fee Basis and Payments
- ☐ Schedule 3 – Additional Documents
- ☐ Schedule 4 – Subconsultant's Portion of the Work
- ☐ Schedule 5 – Other Terms and Conditions

Appendices

- ☐ Appendix A – Provision of Editable CAD or BIM Files
- ☐ Appendix B – Waiver of Moral Rights

Note: Clauses have been renumbered from the 2014 version due to insertions or deletions as a result of the changes made. Future changes will be identified in this contract by a vertical line in the right margin alongside the applicable clause.

Agreement

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

A02 between the *Architect*:

A03 and the *Subconsultant*:

A04 for the following *Project*:

A05 The name of the *Client*, is: _____

A06 The *Subconsultant's* discipline is: _____

A07 The *Architect* 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 *Architect* under the *Prime Contract*, and shall be bound by all rulings of the *Client* under the *Prime Contract* to the same extent that the *Architect* is so bound; and
- (iii) *Subconsultant* shall have the same rights, powers and remedies against the *Architect* under this *Subcontract* as the *Architect* has against *Client* under the *Prime Contract*, and will not be entitled to greater rights, entitlements or relief against the *Architect* under this *Subcontract* than the *Architect* 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 *Architect*, 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 *Architect* and *Client* to the same extent the *Architect* 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 *Architect* pursuant to Article A11. The *Architect* 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 *Architect* 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 *Architect'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 5 *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 that the *Architect* or *Client* disputes all or a portion of an *Invoice*, the *Architect* 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 *Architect* 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 *Architect* shall pay the *Subconsultant's* fee and *Reimbursable Expenses* payable under this *Subcontract* plus value added tax (*HST*) within seven days after the *Architect* receives corresponding payment from the *Client* or as otherwise required by the *Lien Legislation*. The *Architect* 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
1	Schedule 5: Other Terms and Conditions
2	Articles of Agreement
3	Definitions
4	General Conditions
5	Schedule 4: Subcontract Services
6	Schedule 3: Additional Documents
7	Schedule 2: Fee Basis and Payments
8	Schedule 1: List of Sub-subconsultants
9	Appendix A: Provision of Editable CAD or BIM Files
10	Appendix B: Waiver of Moral Rights
11	Prime Contract
12	
<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 *Architect* 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 *Architect*.

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 *Architect* at:

To the *Subconsultant* at:

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

.....
SUBCONSULTANT (*Signature*)

.....
ARCHITECT (*Signature*)

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

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

I have authority to bind the *Subconsultant*

I have authority to bind the *Architect*

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> .
Architect	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 is licensed to practice in the province or territory of the <i>Place of the Work</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> .
Consultant	is the person or entity identified in Article A02.
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>Architect</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> which 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)) which comprise the design, drawings, specifications and reports 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 which are prepared for the approval of the <i>Architect</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.
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.
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>Architect</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>Architect</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>Architect</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>Architect</i> under the <i>Prime Contract</i> and all obligations of the <i>Architect</i> under the <i>Prime Contract</i> , whether provided directly by the <i>Architect</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> practicing 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 Architect in advance and in writing. When the Subconsultant has reason to believe any Extra Services are warranted it shall promptly give the Architect 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 Architect and the Subconsultant shall not replace their respective representative or key personnel without the approval of the other party, which approval shall not unreasonably be withheld.*

GC03 COMMUNICATIONS

- 3.1 *The Architect 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 Architect.*
- 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 Architect 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 Architect will notify the Subconsultant in a timely manner if the Architect 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 Architect in a timely manner any conflict, error, inconsistency or omission the Subconsultant may discover in documents or information provided by the Architect, Client or Other Subconsultants.*
- 4.4 *The Subconsultant shall recommend to the Architect 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 Architect 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 Architect 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 Architect 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 *Architect* 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 *Architect*, any authorized representative of the *Architect*, 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 *Architect* 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 *Architect* 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 *Architect* and *Client* from the *Subconsultant's Subsubconsultants* and the obligations of these rights shall be explicitly included in any subcontract or agreement formed between the *Subconsultant* and *Subsubconsultants*.

GC07 COPYRIGHT AND USE OF DOCUMENTS

- 7.1 The *Subconsultant* shall grant the *Architect* and *Client* all rights, including all copyright, to the *Instruments of Service* as required by the *Prime Contract*, including for the *Architect'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 *Architect* 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 *Architect's* satisfaction the annual renewal of the required insurance.
- 8.4 Where a single policy of insurance includes both the *Architect* 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 *Architect* 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 *Architect*, 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 *Architect* agrees that:
- .1 any and all claims, whether in contract or tort, which the *Architect* 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 *Architect* 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 *Architect* 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 *Architect* 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 *Architect* 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 *Architect* 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 *Architect* is liable to the *Client* under the *Prime Contract*. For certainty, nothing in this *Subcontract*, including this GC08, shall be interpreted to prevent the *Architect* from recovering in full from the *Subconsultant* for any and all claims, demands, losses, costs, damages, actions, suits or proceedings against the *Architect* 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 *Architect*, the *Architect* 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 *Architect'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 *Architect* or *Subconsultant*, the *Subconsultant's* payment for termination expenses shall be subject to the *Architect'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 *Architect'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 *Architect* 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 *Architect* 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 *Architect* 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 *Architect* 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 *Architect* 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 *Architect* 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 *Architect* agree to the other terms as set out in the attached Schedule 5.

Schedule 1 – List of *Sub-subconsultants*

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)

DRAFT

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.)

The *Subconsultant’s* fee for the *Subcontract Services* shall be as set out in Article A13 and herein:

The following actual expenditures shall constitute *Reimbursable Expenses*:

The information provided in support of an Invoice shall be as set out in Article A14 and herein:

OAA Standard Certificate of Payment and Distribution by Architect form *(for the 2nd and all subsequent Invoices where the Subconsultant is an OAA member.)*

The payment provisions for the *Subcontract Services* shall be as set out in the *Prime Contract*, in Article A15 and herein:

DRAFT

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.)

The *Prime Contract*, being the contract between *Client* and *Architect* for the *Project* described as “xxxx”, and having an *Effective Date* of _____

DRAFT

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.)

The following obligations of the *Architect* under the *Prime Contract* are not applicable to the *Subcontract Services*:

The following terms and conditions of the *Prime Contract* are not applicable to the *Subcontract Services*:

Notwithstanding anything to the contrary in Article A11 or the *Prime Contract*, the *Subconsultant* may rely on the accuracy and completeness of the following:

The *Subconsultant* shall cooperate with the *Architect* in determining the share of the budget for the *Construction Cost* of the *Project* to be allocated to the *Subcontract Services*.

☐ 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.)

Amendments to the Articles of Agreement

Amendments to the Definitions

Supplementary Conditions

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.

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

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; otherwise the files shall be provided in the standard being used for the *Project*.

Except as otherwise required by the *Prime Contract*, the files provided shall represent the state of the drawing files at the latest selected *Project* milestones identified in the *Prime Contract* to be achieved.

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* which 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*, his/her employees, agents and *Sub-subconsultants* 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, 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)

.....
SUBCONSULTANT (Signature)

.....
(Printed name and title)

.....
(Printed name and title)

I have authority to bind the *Architect*

I have authority to bind the *Subconsultant*

.....
(Date)

.....
(Date)

OAA 900

2021 GUIDE

Version 1.0

Guide to the Standard Form of Subcontract
Between Architect and Subconsultant



Ontario Association
of Architects

Copyright Notice

This document is copyrighted by the Ontario Association of Architects (OAA). All rights reserved.

This document may be used and reproduced intact and unchanged without charge.

Any revisions to this document at any time shall constitute infringement of the OAA's copyright.

It is expected that there will be a 6 month transition period during which both the former and the new versions of the contract will be available. During this transition period, either version may be used. The transition period is provided to enable users to develop revised supplementary conditions to suit the new version where necessary.

The Ontario Association of Architects would like to express its appreciation to the following individuals, participants, and groups whose input and comments were significant in the preparation of this new version of OAA 600:

- Participants in the OAA's Roundtable for Construction Law Lawyers;
- Participants in the OAA's Roundtable for Procurement Officials;
- McMillan LLP;
- Bhole IP Law;
- OAA's Practice Review Committee;
- Pro-Demnity Insurance Company; and
- various members and interested parties who provided commentary and criticisms since the previous version was published.

Revision History

Version	Date	Description
1.0	July 2022	Original issue to accompany OAA 900-2021

Table of Contents

Introduction

Background & Changes

Availability and Use of Older Versions of OAA 900

Basis of the OAA 900 Contract

Where the Client Engages Consultants Directly

Letter Agreements

Which Subconsultants is the OAA 900 Appropriate for?

Subconsultant's Services and Subconsultant's Portion of the Work

Schedules

General Review

Instructions for Use of Contracts

Commentary

General

Cover and Front Matter

Agreement

Definitions

General Conditions

Schedules

Appendices

Introduction

This guide is provided to assist users in completing the contracts and to give users a better understanding of some of the more important parts of the documents. The OAA 900 contract is provided at no cost as a convenience to OAA members and to encourage the consistent use of standard contracts.

The information in the Guide applies equally to OAA 900-2021 A for use by Architects and OAA 900-2021 LT for use by Licensed Technologists OAA. In this Guide, the term “*Holder*” is used to refer to both Architects and Licensed Technologists OAA who hold a Certificate of Practice issued by the OAA, rather than referring repeatedly to both Architects and Licensed Technologists OAA.

The instructions and commentary in this document were considered accurate and correct when written. Members are cautioned that changes to the applicable legislation and court decisions, particularly those relating to prompt payment and adjudication, may require adjustments to be made in the use of this document and the related contracts. Since the prompt payment and adjudication provisions are newer and, as of August 2021, had not yet been tested in court, members should consult their legal counsel to determine if there have been court decisions, and what impact those decisions may have on the terms of the contract, liabilities, or responsibilities.

The contract has been significantly re-organized in a fashion similar to the other OAA standard contracts OAA 600-2021 and OAA 800-2021. The OAA contracts are now organized around the Agreement, Definitions, and Supplementary Conditions similar to CCDC contracts, with all the variable / fill-in-the-blanks information being moved out of the General Conditions. Most of this information was relocated to Articles of the Agreement. Some of it will be found in the Schedules and Appendices.

Background & Changes

Process:

OAA Practice Advisory Services (PAS) began a review of the OAA 900-2014 *Standard Contract Between Architect and Consultant* in 2019 subsequent to work starting on a new OAA 600 contract. Various external factors including a new CCDC 2-2020 (which itself was delayed by COVID-19) delayed the completion of OAA 600-2021, and OAA 900. However, the process continued, culminating in OAA Council approving a Practice Resource Committee recommendation in June 2022.

The following general goals for the update were established early on:

- make minor corrections to references, syntax, numbering and content collected by Practice Advisory Services since the 2014 version was released;
- amend sections that have been found to be problematic;
- identify from RFPs and similar documents those clauses most commonly impacted by client-authored supplementary conditions to the prime contract;
- create a truly standalone contract that would pass provisions of the prime contract through to the subcontract
- comply with accessibility standards, and reformat for consistency with other new OAA standard contracts
- provide the contract as a secure fillable (fill-in-the-blanks) type document;
- obtain legal review by lawyers who include public and private sector users, Architects, and Licensed Technologists OAA as clients with the aim of developing a balanced contract; and
- produce a unified guide document, reformatted for clarity with text and colour variation, and appropriate new content addressing revisions to the OAA standard contract.

Provided Only as PDF:

The contracts are provided in PDF format only, with no editable Microsoft Word or Excel version available. Having a non-editable template reinforces the premise of having a 'standard' contract. Supplementary Conditions and Amendments can still be added easily by using Schedule 5, which is referenced in GC12 Other Terms of Contract, and these modifications will be clearly visible to all users as changes to the standard OAA contract language.

As before, there is information that must be added to complete editable fields or to populate fillable text boxes. To simplify use, all the editable fields and text boxes have been moved out of the General Conditions and placed either in the Agreement or in the Schedules. The user then only needs to look at the Agreement and the Schedules to see how the contract has been defined. In the absence of Supplementary Conditions, the General Conditions portion of the contract remains constant.

Can't fix everything

The new versions include best attempts at solutions for some of the problems that seem to be persistent. However, it is important to note that good management of the process, project, and client expectations can minimize these problems, whereas, changes to contractual language alone cannot. The Guide provides suggested wording for some common situations encountered where special terms and conditions are appropriate.

Some of the language in the contract is intended to best describe the responsibilities of each party and avoid misunderstandings. The contract relies on plain language as much as possible.

Specific Revisions from 2014 versions:

1. Copyright notice added to restrict authorized use of OAA 900 to the time period it is available on the OAA Website.
2. The changes and additions made throughout required the renumbering of many Articles and General Conditions along with any references to them. They are too numerous to identify.
3. A Definitions section has been added so it is no longer necessary to read OAA 600 in conjunction with the use of OAA 900
4. Wording modified and grammar clarified throughout.
5. Added default professional liability insurance requirements. (GC08)
6. Some of the user fillable text boxes have been pre-populated with examples of the recommended information that should be considered for use. This was done to provide guidance and to promote discussion of the issues addressed by the suggested wording. This suggested text can be changed by the user without requiring the generation of supplementary conditions or amendments.

Availability and Use of Older Versions of OAA 900

The OAA strongly recommends members and clients use the most current version of the standard contracts.

The current versions of OAA 900-2014 will remain available on the OAA Website for a transition period. This transition period is to allow users to become familiar with OAA 900-2021, and to develop any needed supplementary conditions. Once the previous OAA 900 contracts are removed from the website, permission to use them will also have been rescinded.

The OAA retains archive copies of older versions of the standard contracts. The OAA is aware some users have prepared documentation that is coordinated with older versions of OAA standard contracts, and that they prefer to continue to use those. However, since applicable law has changed and the older contracts may no longer be compliant with current law or industry standard practices, it is OAA policy that archived copies of these documents are retained for information only and are not distributed for use as contracts for new projects.

Users referencing older versions of OAA contracts or who have supplementary conditions to older contracts should update their documentation as the older versions have been withdrawn from use, permission to use older versions has also been withdrawn, and they are no longer available from or supported by the OAA.

Basis of the OAA 900 Contract

The basis of the OAA 900 contract is that a *Subconsultant* provides services to a *Holder* of a Certificate of Practice, for the *Subconsultant's* portion of the work, to the same extent that the *Holder* is providing services to the *Holder's* *Client* in their contract (*Prime Contract*), and under the same terms and conditions. A copy of this *Prime Contract* shall be attached to and form part of the OAA 900 contract.

The OAA 900 is not a standalone contract and it is not appropriate to use the OAA 900 without a *Prime Contract* attached.

The *Prime Contract* must contain appropriate terms and conditions and description of the scope of services that the *Architect* provides to the *Client*. The OAA 900 should not need to contain many additional terms and conditions or a detailed description of a *Subconsultant's* Services where an appropriate *Prime Contract* is used, such as OAA 600-2021 or OAA 800-2021; however, OAA 900 is not limited to use with other OAA contracts.

Where the *Prime Contract* is a custom contract prepared by the *Client's* legal counsel or has extensive supplementary conditions that modify an OAA 600, the terms for the *Holder* may be more onerous or less balanced. If *Holders* choose to accept conditions that are in some way more onerous, they should have all *Subconsultants* that they engage in the same boat – having the same terms and conditions. The worst situation would be for the *Holder* to have agreed to special conditions in the *Client* contract – such as providing CAD drawings, a higher than normal number of site visits, waiving of copyright or increased liability – but not have these same requirements in their contracts with *Subconsultants*, or to have a *Subconsultant* with liability limited to the amount of the *Subconsultant's* fees when the *Holder's* liability relating to the *Subconsultant* is significantly more.

The use of standard contracts will minimize these potential situations.

The applicable OAA 900-2021 version should be coordinated with the same appropriate version of OAA 600-2021.

Where the Client Engages Consultants Directly

Where the *Client* engages some or all of the consultants directly, *Holders* should consider the following:

- Are the terms consistent with the terms of your *Prime Contract* such as required in OAA 600-2021 GC05.3.6?
- Do the consultants have appropriate professional liability insurance such as required in OAA 600-2021 A14?
- Did you receive a copy of the contracts so that the services and terms and conditions can be confirmed and coordinated?
- Are the consultants listed in the *Prime Contract* or is the *Holder* providing *Consultant Coordination* for them and, if so, is the *Holder's* fee for coordination sufficient? (Refer to the [RAIC Fee Guide](#)).

Letter Agreements

OAA *Members* who use a letter proposal with fees and only a brief description of services, such as “design and drawings for permit and construction,” may find it is better to have a more detailed list of services for their *Subconsultant(s)* than they have in their *Client* agreement letter.

In a situation of dispute, the *Holder* can point to the list and confirm certain things were required. On the other hand, a long list tends to give the impression that anything not on the list is excluded. Language such as “including but not limited to:” is not always an effective solution. An omnibus simple description in an *Holder's* letter agreement may be considered to encompass ‘anything’ that is required; whereas, a long detailed list for the *Subconsultant* may not. In such a case, a claim against a *Holder* may be successful without providing the *Holder* the ability to claim from the *Subconsultant*.

Again, the advice is to use standard contracts.

Which Subconsultants is the OAA 900 Contract Appropriate for?

Traditional Subconsultants

The OAA 900 is primarily for contracting with the traditional engineering subconsultants on a building project (structural, mechanical, electrical, and civil) to provide part of the professional services. Additional *Subconsultants* may include acoustic engineers, landscape architects, or interior designers.

Miscellaneous Subconsultants

In situations where the subconsultants are not professionals, do not carry professional liability insurance or are not specifically involved in design for a portion of the project, the OAA 900 may not be appropriate. Such subconsultants may include:

- project managers;
- programmers;
- CAD or BIM technologists;
- model makers, renderers, and photographers;
- movers or furniture system installers; and
- testing or inspection companies [this can be considered construction].

Consult your own legal counsel and consider the use of a different form of contract for such services.

Subconsultant is Another Architect

The OAA 900 is also appropriate if the *Subconsultant* is another Architect or a Licensed Technologist OAA and the full services to the *Client* are described in the *Prime Contract*. It is critical to identify the *Subconsultant's Portion of the Work* or if there is no such appropriate split in the *Project*, the sharing and division of services must be defined to avoid misunderstandings and disputes.

Owner's Specialist Consultants

The OAA 900 is not intended for use for owner's specialist consultants including geotechnical, survey, or hazardous materials specialists. Contracts for these services are intended to be direct with the owner. Refer to Practice Tip [PT.30 Retention of Specialist Consultants](#).

Non-Standard Scenarios

With non-standard scenarios such as public/private partnerships (P3s) or other design/build/own/operate procurement methods, the contractual arrangements can be quite complicated, with the *Holder* having to agree to their *Client's* "prime contract," which may originate from the entity providing the financial basis for construction. Using the OAA 900 and attaching a complicated *Prime Contract* requires careful review and legal advice in order for the contracts to be properly coordinated.

Subconsultant's Services and Subconsultants Portion of the Work.

The *Services* the *Holder* provides to the *Client* are defined by their description in the *Holder's Prime Contract* and include the services of any *Subconsultants* retained by the *Holder*. Normally, the *Subconsultant* provides all the same 'services' (e.g. design, drawings, tender, permit and construction phase services), but only for a 'portion' (e.g. the mechanical, electrical, structural, civil or landscaping portion) of the services required for the *Project*.

Misunderstandings between a *Holder* and a *Subconsultant* can be a question of who is responsible for a particular portion rather than what *Services* are required for it. Article A17 is the location to clarify what is included or excluded. A *Holder* may have had a successful relationship, over several years and many projects, with particular *Subconsultants* and not feel the need for any description more than "Electrical" but additional clarification is seldom a bad idea. A discussion and list of what is included and any items that are particularly not included may assist in coming to a mutual understanding.

It is important to have a mutual understanding of services to be provided, to know which *Subconsultant* is responsible for what portions of the project, to have no gaps or overlaps in the scopes of work, and to record it.

Schedules

OAA members may be familiar with the *Schedules of Consultant's Services and Deliverables* provided with the RAIC DOCUMENT NINE – 2018 Canadian Standard Form of Contract Between Architect and Consultant. These optional inclusions for RAIC NINE are not included as part of OAA 900 as they are not considered necessary where an appropriate *Prime Contract* is used, such as OAA 600-2021 or OAA 800-2021. Most items of service for what the *Subconsultant* must do are actually described as *Basic Services* in OAA 600-2021 Schedule 2, such as participating in preliminary analysis of the *Client's* requirements, provision of written information and preliminary drawings, schematics, line diagrams etc. for schematic design and design development stages and as *Additional Services* listed in OAA 600-2021 Schedule 3 such as services for multiple bid packages or a project with multiple phases.

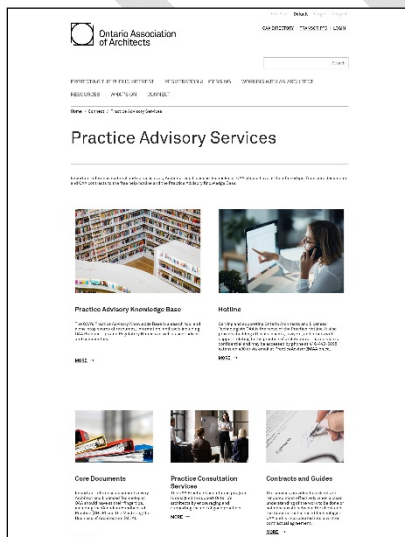
Holders may wish to develop their own lists for particular items or types of *Subconsultants* that they want to confirm are included based on their own experiences. These can be used for negotiating the agreement or to include as a list attached to the contract. OAA 900 Schedule 4 may be used for this purpose. One must be careful not to remove any required services identified in the *Prime Contract*.

General Review

Where services during construction and for *General Review* are part of the scope of *Services*, they will be identified in the *Prime Contract*; the *Subconsultant* is required to do likewise for their *Services*. The 'Standards' and minimum requirements for *General Review* for *Holders* are set out in Regulation 27 of the *Architects Act*. Standards and Guidelines for Engineers are not identical. It is important that all *Subconsultants* understand the full extent and terminology of all of the *Services* required in the construction phase of the *Prime Contract*.

Instructions for Use of Contracts

Note: Some features of Adobe PDF forms do not view as intended with other PDF software, including Apple's standard "Preview" software on Mac's. Efforts have been made to keep the documents Mac-compatible, but the OAA has no control over what features software developers incorporate in their programs. In some reported cases, older versions are more compatible than newer ones. Adobe Acrobat Reader DC or Adobe Acrobat Pro DC may be required to properly view, fill in, and print PDF forms. Adobe Acrobat Reader DC for the PC, Mac or Android is available at:



Download: The contracts are downloaded from the OAA Website: [Professional+Resources/Documents/Contracts](#).

Save: Once downloaded, save a copy to the computer's desktop or elsewhere. Rename the file(s) appropriately (e.g. "Master"). Make additional working copies as needed.

Pre-populate: Fill in any information that will be consistent from project to project (e.g. the Practice's contact information, % mark-up on reimbursables, or hourly rates). Re-save and date the master file.

Review: Review the corresponding Guide and sample completed contract.

Fill in: When needed for a project, fill in the blanks of the contract. Edit and fill in any attachments needed.

Save again: Save and rename a copy for the project. This is an "un-locked" copy in case changes are to be made later before this contract is finalized and signed.

Lock and Save: Use the button at the bottom of the signature page to create a “locked” copy with all the fill-in fields locked except the signature spaces (i.e. it cannot be edited further, only signed). Save with unique file name to identify it as the final contract for the project. Generally this is the file that is used to send to the client for review, acceptance, signature, and return. Sign digitally, following the process for the software being used, before sending by email or print a hard copy to sign by hand.

Attachments: Edit any required attachments. Fill in the blanks on the schedules and appendices. Add additional pages or delete unneeded ones. Prepare the pages to be attached as one or more PDF files to accompany the contract PDF file.

Assembly: Assemble the files that comprise the entirety of the contract using your preferred method (e.g. as attachments to the contract PDF, in a portfolio, or in a ZIP file). Distribute as required.

Signing the Contract:

- 1 To sign the document:
 - a. If using ConsignO from Notarius follow the online [instructions](#).
 - b. If using Adobe Acrobat or Adobe Acrobat Reader DC:
 - i. Fill out all the form fields except the signature field.
 - ii. Double click on the signature field.
 1. Follow the prompt to add your certificate-based digital ID.
 2. If needed, you can create a digital ID that is stored locally on your computer in order to sign the document
 - iii. When prompted to save the file, all form fields will be locked.
 - c. If by hand:
 - i. Fill out all the form fields except the signature field.
 - ii. Select the “Lock Document” button and save the file. This will secure all the form fields and prevent them from being changed.
 - iii. Print the file.
 - iv. Add your signature.
 - v. You can now send the hardcopy to the other party for signature or scan the hardcopy, save as a PDF, and send the file for signature.
 - d. Distribute the file for signature by the other party.
 - e. Save a copy and ensure it is backed-up properly.

Commentary

General

In this section of the Guide, headings corresponding to those in the contract are in **black text** and commentary and guidance on the content under each heading are in blue text. Additionally, an example of a completed contract is available on the OAA Website. The commentary and references to other information are intended as assistance and guidance to users but are neither a complete or comprehensive analysis of the subcontract. It is simply impossible to anticipate all possible circumstances. The commentary is not intended to provide legal advice nor replace advice from your own legal counsel.

It is always recommended that parties obtain legal and insurance advice when entering into a contract. This is a particular need when there are significant revisions to the standard terms and conditions via supplementary conditions or amendments, when using non-standard contracts for construction (contracts other than CCDC contracts), or if there are amendments or supplementary conditions to the construction contracts.

Any amendments to the OAA 900 contract such as revised wording, deletions or additions should be documented in Schedule 5 Other Terms and Conditions of the contract attached to and forming part of the contract. Alternatively or for minor changes, hard copies of the contract can be amended by hand and initialled by both parties. Again, legal advice is recommended.

Consistency between the *Client-Holder* contract and the *Holder-Subconsultant* subcontract is essential, particularly in relation to passing requirements for confidentiality, conflict of interest, licensing of instruments of service, insurance, and indemnification from the head contract to the subcontract.

Cover and Front Matter

The cover identifies which contract is being used and provides a text box in which to insert the *Project* name and a brief description.

The inside of the cover contains the copyright notice tying valid use of the contract to the availability of the contract on the OAA Website.

The inside of the cover also credits those who assisted in suggesting changes and additions, and in reviewing drafts of the contract with the goal of producing a contract which reflects current industry practices and which fairly balances the needs of clients, OAA members, and subconsultants.

The Table of Contents lists the major components of the contract and how the contents are organized to assist in locating appropriate clauses.

Check boxes are included to indicate that information is provided in an attached document (such as a Schedule or Appendix) instead of included in the text box itself. Normally, this would be because the information is too lengthy to fit in the text box. Where this method is used, ensure that any attachment is identified in Article A18 or Schedule 3 of the contract.

Agreement

A01 Effective Date

Enter the effective date of the contract which could be:

- the date an oral agreement was reached, or
- the date an interim or letter agreement was executed, or
- the date the contract was submitted to the *Subconsultant* for signature, or
- the date the *Holder* first authorized action, or
- the date of execution of the contract, or
- some future date at which the parties want the services to start.

It is important that both parties agree on the effective date of the contract and arrange other contracts accordingly.

A02 Architect

Enter at least the legal name and address of the *Holder* of the Certificate of Practice. If desired also enter contact information such as telephone number and email address. The name of the *Holder* should be the same as that which is registered with the OAA as the *Holder* of the Certificate of Practice.

A03 Subconsultant

Enter at least the legal name and address of the *Subconsultant*. If desired also enter contact information such as telephone number and email address.

A04 Project

Enter a detailed description of the Project and its characteristics. The description should be consistent with that on the *Prime Contract* cover.

A05 Client

This would be applicable in situations such as when the *Holder* is engaged by a professional engineer, a project manager or a contractor who is not the owner or if the *Client* is a tenant or leasee. If the *Client* is the owner enter "Not Applicable" (N/A).

A06 Subconsultant's Discipline

State the engineering discipline(s) of, or other service to be provided by the *Subconsultant*.

A07 Prime Contract

As stated, the terms and conditions of the *Prime Contract* apply to the contract between the *Holder* and the *Subconsultant*. The OAA 900 is not intended to be a stand-alone contract; it is intended to be a subcontract. As such, it relies upon the terms and conditions and description/scope of services of the *Prime Contract*.

Article A07 does not allow for options – it requires a copy of the *Prime Contract* to be attached, which is recorded with the appropriate references to date, etc., in Schedule 3 as an additional document. Remember to remove or redact the commercial clauses from the *Prime Agreement* prior to attaching to the *Subconsultant* agreement.

Attachments to the *Prime Contract* must also be included. These may include an owner's *Program of Requirements*, a Confidentiality Agreement or other items of the *Contract*. To keep to the principle to not provide separate conditions or information in the this contract that limits or reduces the *Subconsultants'* responsibilities to less than that of the *Holder*, the RFP or *Program of Requirements* should only be included if they form part of the *Prime Contract*.

A08 Same Terms and Conditions

This ties the *Subconsultant* to the same terms and conditions that apply to the contract between the *Client* and the *Holder*. Provision is made to list any variations to or limitations on, the scope of services as described from the scope noted in the *Prime Contract* in Schedule 4.

A09 Coordination

This Article notes that the list of items included in the services is to be found in Schedule 4, and clarifies the *Subconsultant's* responsibility to coordinate with the rest of the design team and its *Subsubconsultants*. The lists of other *Subconsultants* or other consultants involved in the *Project* are as indicated in the *Prime Contract*.

A10 Sub-subconsultants

List *Sub-subconsultants* providing part of the *Subconsultant's Services*. The *Holder* needs to be aware if any of the *Services* for this subcontract are being done by an individual or entity other than the *Subconsultant* such as specialty lighting designer or storm water management consultant. The *Subconsultant* and *Holder* should agree on the insurance to be carried by any *Sub-subconsultants*.

A11 Reliance on Information

Just as the *Holder* needs to rely on the validity of the information provided by the *Client*, the *Subconsultant* needs to rely on the information provided to them by the *Holder*. There may also be information provided by the *Holder* that doesn't originate with the *Client*. Such information should be listed in Schedule 4.

A12 Review of Information and Site

It is prudent for *Subconsultants* to review not just the information provided to them, but the site itself. This article commits the *Subconsultant* to review the site to the extent permitted by the *Client*.

A13 Fees for Services

The basis of the fee or the method of calculating fees and reimbursable expenses must be clearly defined. Sometimes all that is needed is one or two lines. In other cases, it may be more complex. To accommodate the fee information, Schedule 2 is provided. Refer also to the fee legend and explanation in *Prime Contract and any accompanying guide*.

A14 Invoices Contents

The information provided with an invoice from the *Subconsultant* to the *Holder* is required to be consistent with that required in the proper invoice from the *Holder* to the *Client*. In addition, the *Invoice* must include the information listed in Article A14 and that listed in Schedule 2.

For ease of tracking and filing, both the *Holder's* and the *Subconsultant's* project numbers should be included. Anything less will not be considered an acceptable *Invoice*.

In the event that the *Client* fails to pay a *Proper Invoice* in accordance with the requirements for prompt payment under the *Construction Act*, it is recommended that the *Holder* give careful consideration to the implications and obtain advice from legal counsel. Non-payment by the *Client* may also impact the *Holder's* obligation to give notice or pay *Subconsultants*. The *Construction Act* replaces "pay when paid" with "pay or commit to adjudicate". In all scenarios in Ontario, the terms and conditions of prompt payment and adjudication under the *Construction Act* govern and cannot be contracted out of. The situation may vary in other jurisdictions.

A15 Invoicing

The timing of *Invoice* submission is tied to the proper invoice timing in the *Prime Contract*, and is intended to allow for review of the *Invoice* by the *Holder* and revision to the *Invoice* if required. Where possible, discussion of the proportion of the work complete and the amount to be invoiced is recommended prior to submission of the *Invoice*.

A16 Disputed Invoices

This Article requires that disputes relating to an *Invoice* be resolved according to the dispute resolution procedures defined in the *Subcontract*, and requires Notice in Writing be given in accordance with the governing legislation.

A17 Payment Provisions

This Article requires the *Architect* to: advise the *Subconsultant* when the *Subconsultant's Invoice* is included in the *Architect's* invoice to the *Client*; comply with the statutory holdback provisions of the applicable legislation; pay the *Subconsultant* promptly; and to pursue payment of unpaid amounts.

Note that under the *Construction Act* in Ontario, "pay when paid" is no longer allowed. The prompt payment provisions require that payment of unpaid amounts of an *Invoice* be actively pursued.

A18 Hierarchy and Contract Documents

List in this Article all the documents that make up the contract, such as supplementary conditions; information documents and reports with titles, number of pages and dates; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date; schedules, giving title, number, date; appendices, giving title, number, date. List them in order of priority from highest to lowest. The text box has been pre-populated to indicate a normal list of the parts of the *Subcontract* and their priority order.

Commercially sensitive information in the *Prime Contract* may be redacted from the copy included in the *Subcontract*.

A19 Entire Contract

This Article makes explicit that this contract supersedes and replaces any previous agreement for the *Project*, and that taken together, the documents listed in Article A18 is the entire contract.

A20 Amending the Contract

This Article confirms that the contract can only be changed in writing. Spoken changes are not binding. It is important then that change orders be issued and signed to implement any desired changes.

A21 Signing in Counterparts

To facilitate signing by parties who are not physically present, this Article permits the signing of counterparts. This provides for each party to sign and then exchange identical copies of the contract where sending a single copy back and forth for both parties to sign would be inconvenient or cause undue delay.

A22 Delivery of Notices

Sometimes, (where the *Architect* or *Subconsultant* have multiple offices or a special project office, the desired location for delivery of invoices or notices differs from the addresses noted in Article A02 or A03. An alternate address may be added here. Where the distribution of documents is more intricate than either A or B, issue a Notice-in-Writing detailing which type of document goes to which address.

Signing Space

A statement that those signing on behalf of the *Subconsultant* and the *Holder* have the authority to do so has been added.

Definitions

Many of the definitions herein are self-explanatory. Guidance is provided where deemed appropriate. Defined terms from the contracts are shown in italics with initial capital letters.

Adjudication

Architect

Client

Construction Act

Consultant

Dispute

Effective Date

Extra Services

The category *Extra Services* was added to remove the need to redefine basic and additional services.

Instruments of Service

The drawings, reports and specifications are communication tools required to convey the design recommendations that are the result of the provision of professional services. They are not work products; they are *Instruments of Service*. Attempting to redefine the *Instruments of Service* as work products is highly problematic and inconsistent.

The transfer of work product may be construed by a court to be subject to strict liability or product liability standards with implied warranties of merchantability and fitness for use. This is inappropriate for the output of professional services.

Unless specifically contracted otherwise, the *Instruments of Service* do not include the *Holder's* prior intellectual property, draft versions, files, computations, emails, or superseded documents of any format or description, etc., which remain the *Holder's* personal files.

Invoice

A *Proper Invoice* relates to an invoice under the *Prime Contract*. An invoice under a subcontract is not a *Proper Invoice*. For consistency, invoices should contain at least the same information required for a *Proper Invoice*.

Licensed Technologist OAA

Lien Legislation

Moral Rights

Notice in Writing

Other Subconsultant

Place of the Work

Prime Contract

Project

Proper Invoice

A *Proper Invoice* is consistent with the requirements of the *Construction Act*. In jurisdictions in which a proper invoice is not defined, the requirements for a *Proper Invoice* may be applied to any invoice for payment.

Reimbursable Expenses

Services

Standard of Care

The standard of care is that of an ordinary member, not an expert. There should be no expectation of perfection. Any agreement to increase the contractual standard of care above that required at law is outside the coverage of professional liability insurance and as such it likely to reduce the protection of the client of public..

Subcontract

Subcontract Services

Subconsultant

Sub-subconsultant

Work

The construction industry through the CCDC documents has adopted *Work* (italicized) to refer to components of the work, such as the general or trade contractor's construction work. In this contract *Work* is used with the same meaning. It does not refer to the *Holder's* services.

Working Day

General Conditions

GC01 Consultant's Scope of Subcontract Services

The *Basic Services*, *Additional Services* and *Other Services* that the *Architect* provides the *Client* will be designated in the *Prime Contract* (e.g. in the check-off Schedules 2 and 3 in the OAA 600-2021). The OAA 900 states that the *Subconsultant* will be providing, for their portion of the work, the same *Services* to the *Holder* which would include: preliminary analysis, confirmation of the budget, cost estimates, assistance with bidding, obtaining a permit, and reviews during construction if these are included in the *Prime Contract*.

GC02 Representatives

Note that "where identified" applies only if the specific personnel are listed in this contract or in the *Prime Contract*. If it is important to either party that certain individuals are not be reassigned off the project, then this can be included as part of Schedule 5 Other Terms and Conditions.

GC03 Communications

At an initial team meeting, the *Holder* should set out any protocols for correspondence, information exchanges, distribution of drawings, etc. (e.g. direct communication between *Subconsultants* and *Other Consultants* is acceptable provided that the *Holder* is copied). In the absence of other specific direction regarding the flow of communications, all correspondence must go through the designated representative of the *Holder*.

Whatever provisions for confidentiality contained in the *Prime Contract* are applicable to the *Subcontract*.

GC04 Coordination

The *Holder* in the standard OAA contracts is the coordinator of *Subconsultants* and *Other Consultants*, and *Consultant Coordination* is defined, but the *Subconsultants* must also do coordination of their designs with other inter-related *Other Consultants* and *Sub-subconsultants*. (refer also to OAA Practice Tip [PT.27 Professional Coordination of Consultants](#), OAA 600-2021 - Definitions & GC01.1.4)

GC05 Timeliness

Best practice for the *Holder* and the *Subconsultant(s)* would be to jointly develop a schedule and / or work breakdown for the *Project* with timing of deliverables, permit applications, and other identified milestones to which everyone would adhere.

GC06 Right to Audit

The right to audit does not apply to work done for a fixed fee. In order to facilitate an audit, proper records must be kept, and made available.

GC07 Copyright and Use of Documents

When the client requests editable CAD or BIM files for future use in managing the facility complete the licensing agreement included as Appendix A.

GC08 Insurance and Liability

The default is for the *Subconsultant* to carry at least the same insurance protection as required of the *Holder* in the *Prime Contract*.

If there are no insurance requirements for the *Holder* spelled out in the *Prime Contract* and there are no separate insurance requirements for the *Subconsultant* agreed, and put in writing in Schedule 5, then this GC establishes the minimum requirements for the *Subconsultant*.

GC09 Termination of Subcontract Services

This GC allows the *Holder* to suspend or terminate the *Subcontract* if the *Prime Contract* is suspended or terminated. It also allows either party to terminate should the other party fail to perform. The *Subconsultant* shall be given *Notice in Writing* of the suspension or termination of the *Prime Contract* or this *Subcontract*.

GC10 Dispute Resolution

Where the dispute resolution provisions of the *Prime Contract* do not apply, this GC establishes the steps to be taken. Subject to the provisions of the *Lien Legislation*, both parties agree to continue to perform their respective obligations while the *Dispute* is being resolved.

GC11 Miscellaneous Conditions

This GC allows the *Holder* to suspend or terminate the *Subcontract* if the *Prime Contract* is suspended or terminated. It also allows either party to terminate should the other party fail to perform. The *Subconsultant* shall be given *Notice in Writing* of the suspension or termination of the *Prime Contract* or this *Subcontract*.

GC12 Other Terms of Contract

This GC allows the *Holder* to suspend or terminate the *Subcontract* if the *Prime Contract* is suspended or terminated. It also allows either party to terminate should the other party fail to perform. The *Subconsultant* shall be given *Notice in Writing* of the suspension or termination of the *Prime Contract* or this *Subcontract*.

Schedule 1 – List of Sub-subconsultants

When the space provided in Article A10 is insufficient to list the *Sub-subconsultants* to be retained by the *Subconsultant*, list them in Schedule 1 instead. Be sure to click the check box in Article A10, and in front of the Schedule 1 Table of Contents entry to confirm the inclusion of the schedule in the *Subcontract*.

Schedule 2 – Fee Basis and Payments

When the space provided in Article A13 to list the basis for the calculation of the fees or reimbursable expenses is insufficient, list them in Schedule 2 instead.

Insert such provisions of invoicing and payment as may apply that differ from payment provisions in the *Prime Contract*, including timing and frequency of billing, manner and procedures for invoicing, conditions, progressive invoicing, and interest on unpaid invoices.

Describe the fee, including any formulae for calculation.

The fee or method of calculating fees and expenses must be clearly defined. For consistency, even if the *Prime Contract* is not OAA 600, refer also to the fee legend and explanation in OAA 600-2021 GUIDE

Consider:

For time-based fees such as hourly or daily fees, include applicable rates for all categories of personnel, including principals. It is useful to have this established even with fixed or percentage fees in case time-based rates are needed at some time during the project such as if the scope changes or extra services are requested.

For a percentage fee, include a formula for calculating the fee – normally based on the value of the *Construction Cost* of the *Subconsultants Portion of the Work*. Where this type of fee is used, noting inclusions in or exclusions from the *Subconsultants Portion of the Work* is very important.

Phases for engineers typically differ from those of architects as they often include detailed design and construction documents together. Verify the percentages of total fee by phase (e.g., design, documentation, etc.) prior to commencing billing.

However, prior to signing the *Subcontract*, any changes to the provisions of the *Prime Contract* must adhere to the requirements for Prompt Payment and *Adjudication* in the *Construction Act*.

Articles A15 and A18 are optimized for coordination with the provisions for prompt payment in the *Construction Act*. The specifics may need to be altered if the laws of another jurisdiction govern.

In the event that the *Client* fails to pay a *Proper Invoice* in accordance with the requirements for prompt payment under the *Construction Act*, it is recommended that the *Holder* give careful consideration to the implications and obtain advice from legal counsel. Non-payment by the *Client* may also impact the *Holder's* obligation to pay *Subconsultants*. The *Construction Act* replaces “pay when paid” with “pay or commit to adjudicate”. In all scenarios, the terms and conditions of prompt payment and adjudication under the *Construction Act* govern and cannot be contracted out of. The situation may vary in other jurisdictions.

Even if the *Client* is late in paying, the *Holder* is required to distribute funds promptly upon receipt of payment, which is a basic requirement under the *Construction Act*.

Be sure to list Schedule 2 in Article A18, and click the checkbox in front of the Schedule 2 Fee Basis and Payments entry in the Table of Contents to confirm the presence of the schedule as part of the *Subcontract*.

Schedule 3 – Additional Documents

Article A18 references Schedule 3 as the location to find the list of all the documents that comprise this subcontract that don't fit in the space provided in Article A18. Include the *Prime Contract* in either A18 or Schedule 3.

Be sure to list Schedule 3 in Article A18, and click the checkbox in front of the Schedule 3 Additional Documents entry in the Table of Contents to confirm the presence of the schedule as part of the *Subcontract*.

Schedule 4 – Subconsultant's Portion of the Work

Article A09 refers to Schedule 4 as listing the scope of work for *Subcontract Services*. List in Schedule 4 what, if anything, is at variance with the *Prime Contract*. These could be items the *Architect* provides as services to the *Client* but which are excluded from the *Subconsultant's* services (such as estimating) or could be items that are not specifically noted in the *Prime Contract* that the *Architect* wants to define as a requirement of the *Subconsultant* such as attendance at systems testing, number of copies of documents or review submissions.

Be sure to list Schedule 4 in Article A18, and click the checkbox in front of the Schedule 4 Subconsultant's Portion of the Work entry in the Table of Contents to confirm the presence of the schedule as part of the *Subcontract*.

Schedule 5 – Other Terms and Conditions

GC12.1 references Schedule 5 as the location to find the other terms and conditions that comprise this contract. This includes variations from and changes to the provisions of the *Prime Contract* as well as additional terms and conditions that are not in the *Prime Contract*.

Be sure to list Schedule 5 in Article A18, and click the checkbox in front of the Schedule 5 Other Terms and Conditions entry in the Table of Contents to confirm the presence of the schedule as part of the *Subcontract*.

Appendix A – Provision of Editable CAD or BIM Files

The Appendix, if required, must be listed in Schedule 5.

In most cases, the *Client* does not require copies of the editable CAD or BIM files to satisfy their needs. A license for the *Instruments of Service* will satisfy most clients' legitimate needs. They should be aware that drawings and specifications do age, and that what is compliant with applicable law today may not be tomorrow. Also, there is significant liability associated with providing CAD or BIM files to others for use beyond the original design team. Clearly distinguish among the various issues of the *Instruments of Service* (e.g. Issued for Tender, Issued for Permit, Issued for Construction, As-builts, Record Drawings), who provides them, what information they are based on, and what may be an appropriate use.

Legitimate uses for editable files include incorporation of new information into facility management systems.

It should be expected that the editable files will include disclaimers to identify the purpose of the editable files, to limit their usage to purposes suitable to the *Project* milestone achieved, and to restrict usage to the information that shows up as part of plottable sheets, and not information stored off to the side.

While multiple working copies of the editable files may be circulated as needed among the design team, most of those iterations will be irrelevant, and of little use to the *Client*. Refer to Appendix A in the *Prime Contract* for the specification of which milestones the editable files are to be provided to the *Client* for.

BIM Requirements

Consideration should be given to including the IBC BIM Contact Appendix if the provisions of this Appendix are inadequate for the *Project*.

Appendix B – Waiver of Moral Rights

The Appendix must be listed in Schedule 5.

The creator of a work has moral rights under the *Copyright Act* of Canada. The moral rights are distinct from economic rights and provide the creator with the right to the artistic integrity of the work. Moral rights are vested in the *Instruments of Service* which express the design and in the built form (the building) which is the expression of the design.

Where the *Client* requests the right to modify the *Holder's Instruments of Service*, it may be appropriate to waive moral rights in the *Instruments of Service*.

Where the *Client* requires the right to modify the *Project* after it is built by renovating or erecting an addition, it may be appropriate to waive moral rights in the building.

Since moral rights vest in the creator of a work, *Holders* and *Subconsultants* should consult with legal counsel about the advisability of including a standard waiver of moral rights in employment agreements and *Subconsultant* contracts.

At the time of writing, the classic moral rights lawsuit in Canada was brought by artist Michael Snow in relation to his sculpture of geese in the Toronto Eaton Centre. It is interesting reading.

Appendix 4 Table that compare the original number of pages and organization of OAA 800-2011 and the new OAA 800-2021A.

Section of the contract - OAA 800-2011	Number of pages	Notes
Cover page	0	No cover page as part of document
Table of Contents	0	No Table of Contents as part of the document
Agreement	2	Editable
Definitions	<1	Required reading definitions in OAA 600, 2 pgs
General Conditions	<2	Editable - ability to add content under "Other Terms of Contract"
Schedule of Architect's Scope of Service	1	Editable table
Total pages	5	Plus OAA 600 - 2013
Client Authored Supplementary Conditions	Variable	Refer to above section "Definitions & General Conditions"

Section of the contract - OAA 800-2021 A	Number of pages	Notes
Cover page	1	New page – Editable page – Add name of projects
Copyright Notice	1	New page – not previously existing in OAA 800-2011 version
Table of Contents	1	New page – Due to new additional content and changes to structure, needed a page to lay out new headings
Agreement	2	Editable. New clauses were added to reflect current market conditions. Refer to memo and new contract for additional details.
Definitions	2	Introduction of new definitions and formatting constraints as well as accessibility requirements has resulted in an increase in page number.
General Conditions	2	No editable content. The previous version had editable content . This is now moved to a Schedules 1 and 2 and 3. New general conditions have been added in this section.
Appendix A – Provision of Editable CAD or BIM Files	1	New Page + Editable. Recommended content.
Appendix B – Waiver of Moral Rights	1	New Page + Editable. Recommended content.
Schedule 1 – Services Schedule Legend	1	Editable – works with Schedule 2. Recommended Content. User could use alternate table or method of calculating fees. This used to be under different sections of 2013 version of contract
Schedule 2 – Basic Services	1	Previously in OAA 800-2011. Editable – works with Schedule 1. Recommended Content. User could use alternate table or method of calculating fees
Schedule 3 – Additional Services	1	Editable – works with Schedule 1 and 2. Recommended Content. User could use alternate table or method of calculating fees.
Schedule 4 – Other Services	1	Editable to reflect specific project items. Recommended Content.
Schedule 5 – Other Terms and Conditions	1	Previously in OAA 800-2011. Editable and Recommended. Provides a defined location for Supplementary Conditions and other changes to be base contract. Opportunity for members and client to agree to information that could pertain to a specific project.
Total pages	Basic agreement: 6 (excludes the cover page, ToC and Copyright notice) Recommended Additional Content: 7	
Client Authored Supplementary Conditions	Variable	

Appendix 5 Table that compare the original number of pages and organization of OAA 900-2014 and the new OAA 900-2021 A.

Section of the contract - OAA 900-2014	Number of pages	Notes
Cover page	1	
Table of Contents	0	No Table of Contents as part of the document
Agreement	2	Editable
Definitions	0	Terms used in this contract shall have the same meaning as terms defined in the OAA 600-2013. Any additional definitions were included in the General Conditions.
General Conditions and Signature Area	3	Has editable content such as Consultant Scope of Services, Portion of Work, Additional Documents, Other Terms of Contract
Total pages	6	
Authored Supplementary Conditions	Variable (typically 5 – 15 pages)	Introduces some concepts in a client-favouring manner that aren't addressed in OAA 900-2014 at all

Section of the sub-contract - OAA 900-2021A	Number of pages	Notes
Cover page	1	Editable page – Add name of projects
Copyright Notice	1	New page – Back of cover page - Not in previous version
Table of Contents	1	Due to new additional content and changes to structure
Agreement	4	Editable. Some content that was previously in the General Conditions of previous version was transferred to this area of the contract. New clauses were added to reflect current market conditions. Refer to memo and new contract for additional details.
Definitions	2	New pages: Introduction of new definitions and formatting constraints as well as accessibility requirements has resulted in an increase in page number. The new version of OAA 900 can be used with other forms of contract than OAA600.
General Conditions	4	No editable content. The previous version had editable content. This is now moved to a Schedules 1 and 2 and 3. New general conditions have been added in this section.
Appendix A – Provision of Editable CAD or BIM Files	1	New Page + Editable. Recommended content.
Appendix B – Waiver of Moral Rights	1	New Page + Editable. Recommended content.
Schedule 1 – List of Sub-subconsultants	1	Editable. Works with Article A10.
Schedule 2 – Fee Basis and Payments	1	Editable. Works with Article A13, A14 and A15.
Schedule 3 – Additional Documents	1	Editable. Works with Article A18
Schedule 4 – Subconsultants Portion of Work	1	Editable. Works with Article A18
Schedule 5 – Other Terms and Conditions	1	Editable and Recommended. Provides a defined location for Supplementary Conditions and other changes to be base contract.
Total pages	Basic agreement: 10 (excludes the cover page, ToC and Copyright notice) Recommended content: 7	
Authored Supplementary Conditions	Variable	Hopefully shorter since balance wording has been added to the body of OAA 900-2021.

Memorandum

To: Council

Susan Speigel
J. William Birdsell
Kimberly Fawcett-Smith
Christina Karney
Natasha Krickhan
Lara McKendrick
Deo Paquette
Greg Redden
Gaganjot (Gagan) Singh
Settimo Vilardi
Marek Zawadzki

Farida Abu-Bakare
Yan Ming (Pearl) Chan
Paul Hastings
Jennifer King
Michelle Longlade
Elaine Mintz
Clayton Payer
Kristiana Schuhmann
Andrew Thomson
William (Ted) Wilson

FOR COUNCIL MEETING
June 23, 2022
(open)
ITEM: 4.4

From: Sustainable Built Environment Committee (SBEC)

Christina Karney, Chair
Shannon Bassett
Sam Dufaux
Karl van Es
Veronica Madonna
Mae Shaban
Andrew Thomson

Cheryl Atkinson
Terri Boake
Mariana Esponda
Vivian Lee
Greg Redden
Erik Skouris
Geoff Turnbull

Date: June 13, 2022

Subject: Enhancing visibility of TEUI through OAA Design Excellence Awards program

Objective: Council to consider the SBEC recommendation to enhance visibility of TEUI

Although TEUI is now a submission requirement for Design Excellence awards, SBEC suggests that there are additional opportunities for education and awareness through increased publication of data about TEUI in award-winning buildings.

The Committee believes that the publication of TEUI serves the additional purpose of educating members and the public about good-performing buildings and about achieving high efficiency in buildings.

Moreover, it increases transparency about the OAA's commitment to Climate Action by disclosing that award-winning buildings are those that help to address the climate emergency.

SBEC proposes that Council move to reconfirm its commitment for the TEUI requirement for all Design Excellence award submissions and to require that TEUI of award winning buildings be on prominent display on the OAA website along with all additional communications regarding the individual award winners.

Action: Council to consider the following motion:

It was moved by Karney and seconded by Thomson that Council reconfirm its commitment for the TEUI requirement for all Design Excellence award submissions; and that moving forward the TEUI data of award winning buildings be prominently displayed on the OAA website along with all additional communications regarding the individual award winners.

Attachments: None.

Memorandum

To: Council

Susan Speigel	Farida Abu-Bakare
J. William Birdsell	Yan Ming (Pearl) Chan
Kimberly Fawcett-Smith	Paul Hastings
Christina Karney	Jennifer King
Natasha Krickhan	Michelle Longlade
Lara McKendrick	Elaine Mintz
Deo Paquette	Clayton Payer
Greg Redden	Kristiana Schuhmann
Gaganjot (Gagan) Singh	Andrew Thomson
Settimo Vilardi	William (Ted) Wilson
Marek Zawadzki	

FOR COUNCIL MEETING

June 23, 2022

(open)

ITEM: 4.5

From: Susan Speigel, President
Kristi Doyle, Executive Director

Date: June 13, 2022

Subject: Reconsidering the OAA Annual General Meeting

Objective: For Council to consider recommendations regarding the format and timing of the OAA's Annual General Meeting of Members in order that its primary intent and function is met with greater effectiveness and efficiency.

In accordance with the OAA By-laws "...an annual meeting of the members of the Association shall be called by the Council and held no more than fifteen (15) months after the holding of the last preceding annual meeting and may be held at such place and at such times as shall be determined by the Council for the purpose of laying before the members the reports of the Council and the annual report of the Association in order to inform members of matters relating to the affairs of the Association".

The business of the meeting shall include the following:

- (a) the adoption of minutes of the previous meeting;
- (b) business arising out of the minutes;
- (c) considering reports of the Council and the annual report of the Association;
- (d) receipt of the auditor's report;
- (e) appointment of auditors and fixing their remuneration or authorizing the Council to fix their remuneration for the ensuing year;

(f) confirmation of by-laws passed by the Council since the last annual meeting of members of the Association:

(g) such other general business, if any, as may properly come before the meeting.

Background:

In the mid-90's the AGM was held as a stand-alone event at the OAA Headquarters Building. It was then combined with the events of the OAA Annual Conference beginning in 1999. The reason for doing so was in hopes of increasing attendance at the AGM by holding it at a time when members were already gathered for other purposes (i.e. the conference events). Over the years, changes were also made to the format and content, again to encourage more attendees i.e. recognition of Long Standing members, past councillors and newly licensed members was added to the agenda.

In 2020 and 2021, the AGM was decoupled from the OAA Conference due to COVID and was successfully executed in a virtual format.

In 2022, the AGM was re-introduced into the conference programming since we had moved back to an in-person format. However, it was also 'live streamed' in a virtual format to continue the gains made around accessibility for all members.

For the 2022 AGM there were approximately 70 people in attendance in person at the venue, which included Councillors, staff and guests that were being recognized. Virtually, there were over 200 members in attendance.

This hybrid approach and the requirement for member voting on motions as well as proxy voting, made the set up more complicated and required two teams of organizers and virtual platforms. There were some technical issues experienced during the meeting for these reasons, as well as combination of manual and electronic voting.

As an aside, over the years, the establishment of a more robust program has not necessarily increased attendance, and in fact has made the AGM longer. The combination of celebratory and business items (motions to be voted on by members) has also been a little cumbersome. We have also received feedback in previous years that the recognition of members would be better placed within the context of other celebratory conference events.

Following a debrief of this year's AGM, we are recommending that Council consider the proposal to decouple the AGM from the OAA Conference moving forward and that it be offered in a virtual format only going forward. Over the past three years it is evident that the virtual format for the AGM has been successful and resulted in generally higher attendance by members.

The following additional pieces of information have also been taken into consideration and support this recommendation:

- The roles and responsibilities of the President and necessary staff are considerable in the context of the Annual Conference and holding the AGM either before or after that Conference would ensure the necessary time can be allocated to the programming and execution of the AGM.

- A move to a virtual format only would ensure that all members have the same access and option for participation in the AGM.
- The celebratory items that had been combined with the AGM could be offered during the Conference in a more appropriate setting such as the recognition lunch, awards ceremony, welcome reception etc.
- The AGM would focus on the necessary business items, which is the intent of the AGM and ensure motions and voting is handled in the most effective and efficient manner possible.

Action: Council is requested to consider the following motion:

It was moved by and seconded by ... that Council approve the following changes to the format of the OAA Annual General Meeting of members to be implemented beginning 2023 such that:

- a) The AGM be decoupled from the Annual Conference;*
- b) The AGM be offered in a virtual format only so that all members have the same option to access and participate in the AGM;*
- c) The agenda for the AGM be focussed on the prescribed business matters as outlined in the OAA Bylaws, as well as a reports from the President, the Senior Vice President & Treasurer and Executive Director.*

Attachments: None

FOR COUNCIL MEETING

June 23, 2022

(open)

ITEM: 6.1.a

President's Log

Date	Event/Meeting	Location	Attendees	Time
May 10	Council/Staff Dinner at Conference	Hotel X, Toronto	w/Council and staff	6:30-8:30pm
May 11	Rehearsal and Plenary Session	Beanfield Centre, Toronto	w/Council, staff, attendees	8:00-10:00am
May 11	Rehearsal and Recognition Luncheon	Beanfield Centre, Toronto	w/Council, staff, attendees	11:30am-1:30pm
May 11	Conference Sponsors Visit	Beanfield Centre, Toronto	w/Sponsors, M.Walsh	2:00-3:00pm
May 11	OAA Headquarters Launch Party	OAA Headquarters, Toronto	w/Council, staff, attendees	6:30-11:00pm
May 12	ConEd Session at Conference	Beanfield Centre, Toronto	w/attendees	8:30-10:00am
May 12	ConEd Session at Conference	Beanfield Centre, Toronto	w/attendees	10:30-12 noon
May 12	Rehearsal for Celebration of Excellence	Beanfield Centre, Toronto	w/staff	1:30-2:00pm
May 12	Rehearsal for AGM	Beanfield Centre, Toronto	w/staff, S.Vilardi	2:45-3:45pm
May 12	AGM	Beanfield Centre, Toronto	w/staff, S.Vilardi, members	4:00-5:30pm
May 12	Archifete	Toronto Event Centre	w/guests	8:00-midnight
May 13	ConEd Session at Conference	Beanfield Centre, Toronto	w/attendees	8:30am-5:30pm
May 19	OAA/OGCA Best Practices Committee	Virtual meeting	w/Committee members	2:00-4:00pm
May 31	OLA Building Awards Jury Deliberation	Virtual meeting	w/OLA and Jury Members	1:00-2:00pm
June 2	OGCA Meeting re. Dala Analytics	Virtual meeting	w/G.Cautillo	5:30-6:30pm
June 8	Executive Committee	Virtual meeting	w/Executive Committee	11:00-noon
June 8	RAIC Annual Fellows Dinner	Toronto	w/attendees	7:00-9:00pm
June 13	Governance Committee	Virtual meeting	w/Committee members	1:00-3:00pm
June 14	University of Toronto Graduations Awards Ceremony	UofT, Toronto	w/faculty, graduates	5:00-7:00pm
June 16	PACT Meeting	Virtual meeting	w/Committee members	
June 22	Pre-Council Dinner	Toronto	w/Council	7:00-9:00pm
June 23	Council Meeting	OAA Headquarters, Toronto	w/Council, staff	9:30am-4:00pm

Memorandum

To: Council

Susan Speigel	Farida Abu-Bakare
J. William Birdsell	Yan Ming (Pearl) Chan
Kimberly Fawcett-Smith	Paul Hastings
Christina Karney	Jennifer King
Natasha Krickhan	Michelle Longlade
Lara McKendrick	Elaine Mintz
Deo Paquette	Clayton Payer
Greg Redden	Kristiana Schuhmann
Gaganjot (Gagan) Singh	Andrew Thomson
Settimo Vilardi	William (Ted) Wilson
Marek Zawadzki	

FOR COUNCIL MEETING

June 23, 2022

(open)

ITEM: 6.1.b

From: Kristi Doyle, Executive Director

Date: June 15, 2022

Subject: Report from Executive Director

Objective: To provide Council with an update on activities of the Executive Director not covered elsewhere in the Council agenda, as well as implementation of the 5-Year Strategic Plan and Operational Review recommendations.

5-Year Strategic Plan

Implementation of the new 5-Year Strategic Plan is underway. This includes communication of the Plan to members, committees, staff, Pro-Demnity, societies as well as the Ministry of the Attorney General. I have attended a fair number of OAA committee meetings now to review the plan and to discuss next steps. Next steps for implementation include a review of the OAA committee mandates and structure to ensure there is alignment with the strategic goals and objectives. Each committee will, moving forward, be asked to develop work plans for any new projects and initiatives for Council approval. Once fully implemented, committees will also be asked to develop a work plan for the coming year so that activities can be appropriately planned, budgeted for and approved.

A copy of the draft Strategic Plan tracker is attached to this report for Council's information. The tracker provides all of the information contained in the Plan, as well as provides a list of the day-to-day activities, programs and special initiatives that are currently underway and that have been agreed to by Council. **The tracker is a work in progress at this point and will evolve further.** There are also additional columns to this tracker that will be populated in the near future including dates, timelines, and budget considerations. The purpose of sharing the

document at this point with Council is to provide a snapshot of all the day-to-day activities, programs, services as well as special projects already underway or approved to move forward. All of these items had been considered by the Council in the context of our strategic planning activities this winter and, as agreed would be recorded into the tracker moving forward and monitored accordingly. This is an important tool moving forward and will provide Council with a snap shot of operations and activities as well as allocation of resources. Questions, feedback and input from Council is welcomed as we continue to refine the tracker.

A virtual meeting with Society Chairs and Councillor liaisons is being arranged for June 28. The focus for the meeting will be the 5-year Strategic Plan, how Societies can plan a role in the achievement of the Plan as a chapter of the OAA, as well as how special project funding can be utilized to further advance local advocacy.

Addressing the overarching Themes of the Plan:

Staff have also begun to track initiatives that specifically address the two overarching themes of the Plan i.e. Equity, Diversity & Inclusion (EDI) and Climate Action. That tracker will also be shared with Council and members shortly.

Operational Review Recommendations

Also attached is a recent export from the Project Management software that is being used to track and monitor the implementation of the 39 recommendations out of the operational review. Focus at the present time continues to be on those items that were to be addressed in year one of the five-year implementation schedule.

Internal and Administration Matters

Per the June 13 Governance Committee meeting the mandatory mask protocol for the OAA has been lifted, however the mandatory vaccination policy remains in place.

The integration of the OAA Technology Program continues. The final meeting between myself, the OAA Registrar and the Executive Director and Associate Executive Director of the OAAAS will be held on June 28. OAA Vice President King is also involved in those discussions. The new OAA Technology Program Integration Committee will meet for the first time on June 30. I will be working with Councillor Jenn King who will be chairing the committee to develop the agenda for that meeting.

Nancy Muir joined OAA staff in early June as interim Manager of Finance and will be with us during Melanie Walsh's maternity leave.

I participated in the ICD/Rotman School of Management *NFP Governance Essentials Program* on June 14 and 15. My attendance had been approved by the Governance Committee earlier in the year, and in support of the operational review recommendations. I have attached the agenda for information. As a reminder, the OAA has subscribed to a council/board membership for all members of Council. There are considerable resources, many free to members, offered through the ICD.

Outreach and Industry Relations

The Registrar and I met with our staff contacts at the Ministry of the Attorney General (MAG) on June 9. The purpose of the meeting was to discuss the Act modernization plan and timeline; the OAA Technology Program integration; the status of our discussions with the Office of the Fairness Commissioner and the FARPACTA legislation; the Canada/EU Mutual Recognition Agreement; and, the regulation of interior design under the *Architects Act*. Once the new cabinet has been identified for this current government, a meeting with the Attorney General will be arranged.

I met with Architect Tammy Garber, Director of the McEwen School of Architecture at Laurentian University on June 7. The purpose of the meeting was to discuss the status of the OAA's K-12 Education Resource Guide project. See separate memo in this package for details of that discussion.

For the most part, the OAA's scholarships have been awarded for the 2022 school year. This now includes four scholarships per school for student projects based on design excellence and leadership around climate action, EDI and/or Truth & Reconciliation. As a new initiative, and to further our focus on the themes of EDI and Climate action, staff are reaching out to the schools to discuss how we might feature the work of those award winners on the Website specifically on the Climate Action, EDI and Truth and & Reconciliation landing pages.

On June 1, I attended the Workforce 2030 (of which the OAA is supporter and member of the steering committee) workshop along with the Mélisa Audet, OAA Manager, Practice Advisory Services and SBEC member and OAA representative to the Steering Committee, Mae Shaban. A report on attendance at the workshop will be shared with SBEC at their next meeting.

Along with President Spiegel, I attended the RAIC Fellows, southwestern chapter meet and greet on June 8.

National Initiatives

Council will need to consider in the next few weeks who will be attending the CACB National Validation Conference on behalf of the OAA. The Agenda has not yet been circulated, but is anticipated in the next two weeks. Council may wish to consider the agenda first and then select the OAA delegation based on who is most appropriate to address the agenda items.

Action: For information only. No action is required.

Attachments: Summary of Operational Review recommendations and tracking
Strategic Plan activity tracker
NFP Governance Essentials Program agenda
Correspondence to Pro-Demnity CEO & President, Bruce Palmer
Email from MJ Finlayson re. Fellows event

Powered by **monday.com**

Name	Year 1 - 2/122	Year 2 2/223	Year 3 2/224	Year 4 2/225	Year 5 2/226	Priority	Timeline - Start	Timeline - End	Status
Develop, Implement & Monitor 5 year strategic plan	Develop & Implement	Implement & Monitor	Implement & Monitor	Implement & Monitor	Implement & Monitor	High	2021-08-05	2022-03-11	In full Process
							2022-08-05	2022-03-11	


Name	Subitems	Year 1 - 21/22	Year 2 22/23	Year 3 23/24	Year 4 24/25	Year 5 25/26	Priority	Timeline - Start	Timeline - End	Status
Role Roles & Accountability (Recommendations)	Clarify the role of Council & Modernize OIA's Governance Structure & Practices - Roles clarified and confirmed first by Governance Committee - Modernization tied to GOVERNANCE REVIEW	Role Clarification	Governance Review				High			Working on it
	Update Role Descriptions for all staff -- HR BUCKET	X	X				Medium			Planned
	Define Roles, Responsibilities & Accountability Measures - GOVERNANCE REVIEW BUCKET	Define	Update	Update		Measure	Medium			Working on it
	Develop Performance Measurement Framework & Measure OIA's performance -- GOVERNANCE REVIEW BUCKET	Develop	Measure	Measure		Measure	Medium			Working on it


Develop Necessary Organizational Capacity to Meet OAA Needs (17 Rows)									
Subitems	Year 1 - 2122	Year 2 22/23	Year 3 23/24	Year 4 24/25	Year 5 25/26	Priority	Timeline - Start	Timeline - End	Status
	Name	Owner	Status	Date	Item ID (auto generated)				
Comprehensive Review of OAA's Technology & Data Management Needs at organizational level - IT REVIEW BUCKET	IT Administrator to prepare RFP for consultant	X				High			Working on it
Subitems									
Develop & Implement a Plan to fulfill the OAA's Technology & Data Management needs - IT REVIEW BUCKET			Develop	Implement & Monitor	Implement & Monitor	Implement & Monitor			Working on it
Address Onsite / Server Storage capacity - IT REVIEW BUCKET				X					Working on it
Address Website Search Function issues - SUB IT REVIEW BUCKET									Done
Identify & Implement a Solution to log phone calls	X					High			Done
Fill Known or anticipated staffing needs HR BUCKET	X					Low			Done
Consider organizational structure changes			X			Medium			Already Ongoing
Build Leadership Competencies across the OAA - HR BUCKET	X	X	X		X	Medium			Working on it
Improve the training of new projects/initiatives - GOVERNANCE REVIEW BUCKET - STRATEGIC PLAN BUCKET				X		High		X	Working on it
Develop, Implement & Monitor a robust process for responding to complaints	X					High			Working on it
Modernize & Improve the Existing Performance Management Cycle & Processes - HR BUCKET			X			Medium			Done
Clarify the Process Associated with Determining & Communicating Salary Increases, Bonuses, Title Changes & Promotions - HR BUCKET			X			Medium			Planned
Develop & Implement a Process for Updating & Maintaining Practice Documents	X	X		Implement & Monitor	Implement & Monitor	Implement & Monitor			Working on it
Create a Policy Framework to Guide Policy Development & Approval			X			Medium			Planned
Develop & Implement a Policy Administration Framework			X		X	Low			Planned
Develop a delegation of authority policy - GOVERNANCE REVIEW BUCKET			X			Medium			Planned
Develop a whistleblower policy & a process to address complaints - HR BUCKET	X					Medium			Planned


Name	Subitems	Year 1 - 2122	Year 2 22/23	Year 3 23/24	Year 4 24/25	Year 5 25/26	Priority	Timeline - Start	Timeline - End	Status
Develop, Implement and Monitor a Risk Management Framework, Plan & Policy			Implement & Monitor	Implement & Monitor	Implement & Monitor	Implement & Monitor	High			Stuck
Create Succession & Transition Plan for the ED				X	X	ED transition year	Medium			Planned
Create Succession Plan for Practice Advisors	X						Medium			Stuck
Develop a Communications Plan about the OAA for the Public and Members	X	X	X		X	X	Medium			Working on it
Add Financial Policies & Controls to Further minimize risk to the Organization	X						Medium			Planned
Fully Document Key Financial Processes	X						Low			Planned
Establish Trigger Points or Indicators to Proactively Manage the OAA's Finances	X						Low			Planned
Track & Report Expenses by Service Areas			Implement & Monitor				Medium			Already Ongoing
Provide Training to Council Members & Staff team leads on Financial Management			X	X			Medium			Planned
Increase Engagement & Accountability of Managers in Financial Management	X	X	X	X			Low			Already Ongoing


Ensure safe & Effective Workplace Environment (3 Recommendations)										
Name	Year 1- 21/22	Year 2- 22/23	Year 3- 23/24	Year 4- 24/25	Year 5- 25/26	Priority	Timeline - Start	Timeline - End	Status	
Acknowledge, Stop & Prevent Workplace Bullying & Harassment - HR BUCKET	X	X	X	X		High			Already Ongoing	
Change Culture of Expected Overtime	X	X	X	X	X	Medium			Already Ongoing	
Improve Communication Within the Organization & Across Service Areas	X	X		X	X	Medium			Already Ongoing	
Conduct Regular Staff Surveys	X	X	X		X	Low			Done	
Prepare for post pandemic work place	X	X				High			Done	


[illegible]

 Ontario Association of Architects		<h1>Strategic Action Plan</h1>				<div>Indicator Legend</div> <div>Overdue</div> <div>Delayed</div> <div>Not Started Yet - Pending</div> <div>Work is underway</div> <div>Completed</div>
Goal #1 Regulatory Leadership		5-Year Metrics				
Bring the OAA's regulatory framework into alignment with current legal principles for professional regulators and modernize our legislative and governing documents to ensure that the public interest continues to be served and protected.		<ul style="list-style-type: none">A strategy for modernizing the Act and Regulations has been created and implemented.OAA's regulatory standards, policies and procedures are current and consistent with the right touch regulatory approach.Regulatory misalignments have been identified and corrected.The OAA continues to be in compliance with the Office of the Fairness Commissioner and other government oversight bodies.There is a clearer understanding of the path to licensure and a greater connection with those on the path to licensure.The OAA's annual demographics survey demonstrates a shift towards increase diversity, equity and inclusion.				
Strategies and Action Plans						
Actions	Responsible (primary)	Supported by	Activities/Metrics	Indicator	Status/Progress Highlights	
Strategy #1: <i>Actively engage with government, legal counsel and the Attorney General to advance the modernization of the Architects Act and its Regulations.</i>						
Modernization of the <i>Architects Act and Regulations thereunder</i>	Registrar	Legal Team, Registrar & Deputy Registrar, Manager Policy & Gov't Relations	Work with legal counsel to develop work plan for implementation. The work plan will set out specific metrics for this initiative.	●		
			Seek legal guidance on identifying deficiencies within legislative framework	●		
			Conduct an environmental scan of other architectural regulatory bodies in Canada and other professional regulators in Canada, and further afield when required. In development and revision of governing documents, the OAA takes account of external events, developments in Canadian and international regulation and learning from other areas of the OAA's work.	●		
			Council directed study into Titles used in the architectural profession . Workplan to be developed to more this research forward. See Council Motion from December 2021.	●		
			Firewalls and OBC Task Group added by Council in May 2022 to review a specific scope issue. This work will inform the work to modernize the Act.	●		
			Seek buy-in from Ministry of the Attorney General and other Stakeholders.	●	Meeting with MAG staff held on June 12 to discuss the goal to modernize the Act.	
Consideration of Scope of Practice expansion proposal for Licensed Technologist OAA	Council	Executive Director	RFP issues to engage consultant to assess proposal and make recommendations	●	RFP closed, assessment of submissions needs to take place	
Regulation of Interior Design under the Architects Act - pending provincial election in order to restart discussions	Executive Director	Registrar, legal counsel, Deputy Registrar, Joint Task Group	Model for Regulation is drafted, membership consultation was completed pre-COVID. Meeting with Stakeholders had begun, as well as with MAG to discuss necessary Act and Regulation changes.	●	Restart once new government is settled and AG appointed	
Ongoing review & response to government legislation that affects the Association as an organization.	Registrar & Manager Policy & Government Relations	Manager Human Resources, Deputy Registrar, Manager Policy & Gov't Relations, Executive Director	This is a responsive activity. Metrics would involve making sure matter is thoroughly reviewed by all stakeholders, OAA attends all consultation opportunities with government and provides fulsome responses to any proposals. Any further steps would be reliant on whether the OAA supports or opposed the proposals/amendments.	●	Anticipate that this will ramp up again once the new government settles. Manager HR activities monitors changes to employment law and best practices	

<div> Ontario Association of Architects</div>					<h1>Strategic Action Plan</h1>		<div>Indicator Legend</div> <div>Overdue</div> <div>Delayed</div> <div>Not Started Yet - Pending</div> <div>Work is underway</div> <div>Completed</div>
Goal #1 Regulatory Leadership					5-Year Metrics		
Bring the OAA's regulatory framework into alignment with current legal principles for professional regulators and modernize our legislative and governing documents to ensure that the public interest continues to be served and protected.					<ul style="list-style-type: none">• A strategy for modernizing the Act and Regulations has been created and implemented.• OAAs regulatory standards, policies and procedures are current and consistent with the right touch regulatory approach.• Regulatory misalignments have been identified and corrected.• The OAA continues to be in compliance with the Office of the Fairness Commissioner and other government oversight bodies.• There is a clearer understanding of the path to licensure and a greater connection with those on the path to licensure.• The OAA's annual demographics survey demonstrates a shift towards increase diversity, equity and inclusion.		
Strategies and Action Plans							
Actions		Responsible (primary)	Supported by	Activities/Metrics	Indicator	Status/Progress Highlights	
Ongoing review and reaction to Government legislation that directly affects the public interest or the ability of the profession to respond to their mandated roles & responsibilities.		Registrar	Deputy Registrar, Mananger Policy & Gov't Relations, Executive Director	This is a responsive activity. Metrics would involve making sure matter is thoroughly reviewed by all stakeholders, OAA attends all consultation opportunities with government and provides fulsome responses to any proposals. Any further steps would be reliant on whether the OAA supports or opposed the proposals/amendments.	●		
Responding to anticipated legislation which speaks to long standing issues of involvement for the OAA: Housing/Planning Act reform and Site Plan reform		Mananger Policy & Gov't Relations	Registrar, Deputy Registrar, Executive Director	Implementarion of Bill 108 being monitored.	●	PACT to consider actions to respond further at its June 16 meeting	
Strategy #2: Increase transparency, fairness, objectivity, and impartiality of the OAA registration and regulatory processes.							
Office of the Registrar - Core day to day activities rooted in Architects Act (6 dedicated staff): Licensing and Certificate of Practice; Internship in Architecture Program; Complaints and Discipline; Enforcement; Committee Administration and support; Elections; End of Cycle Continuing Education Administration; Experience Requirements Committee.		Registrar	Deputy Registrar and Office of the Registrar Staff	Continue to develop full digital strategy for the organization. This should include implementation of an electronic case management system and a database for to manage licensing and C of P applications, ConEd and complaints and discipline. It should aim for automation of processes.	●		
				Create more transparent, clear and consistent procedures for Complaints and Discipline; Experience Requirements Committee; ConEd Non-Compliance; Registration; etc - all statutory committees and processes.	●		
Responding to Bill 27 & FARPACTA legislative change ramifications (Canadian experience, timelines, language assessment etc.)		Registrar	Deputy Registrar, Mananger Policy & Gov't Relations, Executive Director	This is a responsive activity. Metrics would involve making sure matter is thoroughly reviewed by all stakeholders, OAA attends all consultation opportunities with government and provides fulsome responses to any proposals. Any further steps would be reliant on whether the OAA supports or opposed the proposals/amendments.	●		
OAA Website Regulatory -- new sections being suggested, regular updating and maintenance.		Manager Communications	Registrar & Deputy Registrar	The standards and guidance are published in accessible formats. Licence holders and C of P holders, potential licence holders and potential C of P holders, employers, clients and members of the public are able to find the standards and guidance published by the regulator and can find out about the action that can be taken if the standards and guidance are not followed.	●	transparency around enforcement being implemented at present - over the summer month - which will include posting of names of those who are the subject of enforment measures i.e. illegal practice	
Podcasts Regulatory – new program for 2022 and ongoing maintenance		Manager Communications	Registrar & Deputy Registrar	2 podcast content developed and delivered in 2022	●	Pending final report to council in June re. the engagement of a consultant to develop and deliver the podcasts	
Annual Office of the Fairness compliance audit		Registrar	Deputy Registrar and Adminstrator Licence	Ensure that the OAA meets and proactively maintains its legal obligations under the FARPACTA and OFC.	✓		
Strategy #3: Continue to serve the public interest through ongoing enforcement activities and investigation of breaches to the Architects Act and its Regulations.							
Conduct and competence cases are dealt with expediently taking into account the complexity and type of case and the conduct.		Registrar	Deputy Registrar	All final decisions of the Discipline Committees, apart from matters relating to the health of a licence holder or C of P holder, are published and communicated to relevant stakeholders, within the relevant legal frameworks.			

<div> Ontario Association of Architects</div>			<h1>Strategic Action Plan</h1>			<div>Indicator Legend</div> <div><div>Overdue</div><div>Delayed</div><div>Not Started Yet - Pending</div><div>Work is underway</div><div>Completed</div></div>

 Ontario Association of Architects		Strategic Action Plan			Indicator Legend
					Overdue
					Not Started Yet - Pending
					Delayed
					Work is unerway
					Completed
Goal #2 Governance and Operations		5-Year Metrics			
Enhance our governance and operational practices to ensure an effective, inclusive, resilient, and transparent organization.		<ul style="list-style-type: none">• The 39 Operational Review recommendations are implemented.• Roles and responsibilities of OAA staff, committees, and Ccouncil are defined and documented.• The OAA's risk assessment metrics are implemented.• Staff retention remains high.• Participation and representation in Council elections is improved.• Best-practice gaps in governance relative to professional regulatory organization benchmarks have been identified, prioritized, and implemented			
Strategies and Action Plans					
Actions	Responsible (primary)	Supported by	Metrics	Indicator	Status/Progress Highlights
Strategy #1: Implement the operational review recommendations, which include: clearly defined roles for Ccouncil & staff; additional organizational policies and structures; enhanced IT and data management; enhanced risk management; continued investment in diversity, equity and inclusion; and, ensuring a safe workplace.					
Address HR Bucket of Recommendations	Manager, HR			●	Refer to Operational Review Project Management Tracking for timelines, and status
Address IT and Data Management Bucket of Recommendations	Administrator, IT			●	Refer to Operational Review Project Management Tracking for timelines, and status
Further Minimize Risk to the Organization (10 Recommendations)	Manager, Finance/ED			●	Refer to Operational Review Project Management Tracking for timelines, and status
Invest in DEI at the OAA	Manager HR/ED			●	Refer to Operational Review Project Management Tracking for timelines, and status
Ensure Safe & Effective Workplace Environment (5 Recommendations)	Manager HR/ED			●	Refer to Operational Review Project Management Tracking for timelines, and status
Strategy #2: Review and update Council governance practices to align with best practices of professional regulators.					
Conduct Governance Review and address specific Governance Bucket of recommendations.	Governance Committee/ED	Registrar		●	Refer to Operational Review Project Management Tracking for timelines, and status
Define Roles & Accountability (4 Recommendations)	Governance Committee/ED			●	Refer to Operational Review Project Management Tracking for timelines, and status
Define annual strategy to provide new and ongoing education to council members re. governance best practices, roles & responsibilities	Governance Committee/ED			●	Refer to Operational Review Project Management Tracking for timelines, and status
Re-Alignment of OAA Committees and refresh of each committee's mandate and terms of reference.	ED/Team Leads			●	Refer to Operational Review Project Management Tracking for timelines, and status
Strategy #3: Develop a futureproofing strategy for the OAA internal resources to be agile and resilient					
Develop Necessary Organizational Capacity to Meet OAA Needs (17 Recommendations to address)	ED/Manager HR			●	Refer to Operational Review Project Management Tracking for timelines, and status
Refresh and relaunch of OAA Practice Consultation Survey	Manager Practice Advisory	Manager IT			Refer to Operational Review Project Management Tracking for timelines, and status
Review and Refresh OAA Social Media Strategy for the next five years	Manager Communications	Other service areas			Managers meeting to discuss how to address member communciations via social media, vs the public
Complete the integration of the OAA Technology Program into the OAA	Executive Director	Registrar, Manager IT, Manager Communications	OAAAS dissolution to be completed by June 30, 2022 Integration Committee to be established and in place for June Full list of all tasks to be completed available separately	●	
Continue with OAA Visual Identify integration	Manager Communications				

 <div>Ontario Association of Architects</div>	<div>Strategic Action Plan</div>				Indicator Legend
					Overdue
					Not Started Yet - Pending
					Delayed
					Work is unerway
					Completed
Goal #2 Governance and Operations			5-Year Metrics		
Enhance our governance and operational practices to ensure an effective, inclusive, resilient, and transparent organization.			<ul style="list-style-type: none">• The 39 Operational Review recommendations are implemented.• Roles and responsibilities of OAA staff, committees, and Ccouncil are defined and documented.• The OAA's risk assessment metrics are implemented.• Staff retention remains high.• Participation and representation in Council elections is improved.• Best-practice gaps in governance relative to professional regulatory organization benchmarks have been identified, prioritized, and implemented		
Strategies and Action Plans					
Actions	Responsible (primary)	Supported by	Metrics	Indicator	Status/Progress Highlights
Annual Audit Process	Manager Finance	Exectuive Director, Administrator Finance	For 2022 two audits to be conducted. One at 6 months to take into consideration the maternity leave of the Manager Finance	●	
OAA Annual Conference and Annual General Meeting - Administration (does not include programing and context)	Manager Finance, Executive Director			●	
Day to Day operations of OAA: sale of documents and other 'store' functions; Member support/interface/service; Various Committee administration and support; HR staffing needs and functions; interface with Pro-Demnity; OAA annual insurances; Group Benefits plan and pension plan; Accounts Payable and Receivable weekly process; annual staff performance evaluations; succession planning; training for staff and professional development; administration of OAA scholarships; Annual Fees renewal process; addressing Annual Society Visits and liason with Societies	Manager Finance, Executive Director, Manager Human Resources			●	
	President, Executive Director	Executive Assistant, Architectural Graduate		●	
Maintenance of TEUI CALCULATOR				●	

Strategic Action Plan

Indicator Legend
Overdue
Not Started Yet - Pending
Delayed
Work is underway
Completed

Goal #3 Professional Member Competency	5-Year Metrics
Ensure the continued professional competency and currency of OAA licensed members in order that they maintain their leadership role in the built environment accountable to the public	<ul style="list-style-type: none">• Member competency and ethical practice continues to develop and is responsive relative to the industry and profession.• The content of the OAA's educational offerings is focused on technical and legislative content that is current and relevant.• Access to the competency development- based education is diversified and equitable.• Increased Mmember use of the OAA webpages on learning opportunities outside of the OAA.• Increased mMember use of the OAA webpages with the existing OAA Ddocuments and Rresources, including Practice Advisory Knowledge.

Strategies and Action Plans					
Actions	Responsible (primary)	Supported by	Metrics	Indicator	Status/Progress Highlights

Strategy #1: Administer the legislative requirements of mandatory continuing education through the established program framework.


Member support for 4,800 transcripts under the mandatory continuing education program.	Manager, Education & Development			●	
Administration of mandatory learning for next cycle which begins July 1, 2022 re. climate stability, sustainability and energy learning.	Manager, Education & Development			●	
Administration of End of Cycle for Mandatory Program - June 30, 2022 end of cycle: Close transcripts, reconcile compliance, issue fines, prepare non compliant list and all back up for OOTR	Manager, Education & Development	Continuing Education Admin. & Temp		●	


Strategy #2: Anticipate and respond to current disruptions and/or trends in the industry (i.e. different project delivery methods, climate stability, accessibility, and technological advancements) as well as legislative changes (i.e. harmonization of building codes and accessibility) through optional continuing education offerings.

Addressing the Climate Crisis -- new tools for member, education -	Manager PAS/PGR/SBEC		tool to demonstration life cycle cost to clients and payback -- included How to talk To clients about Climate Action and their design; more information on Website re. incentive programs; additional case studies on the website -- award building and others?	●	
OAA Contract ConEd – dates selected (Spring and Fall): session to be designed with lawyer and Education	Manager PAS			●	
Webinar on Succession planning + checklist – Practice Advisory and OFTR developing Also session re. TARION.	Manager PAS/OOTR			●	
Course "Fundamentals of Running an Architectural Practice" – development and launch in 2022	Manager Education & Development			●	
OAA Annual Conference - Continuing Education programming	Manager Education & Development	Administrator Continuing Education	Focused content, and consider moving Tours into ConEd focussed sessions.	●	
Participation in Government Consultation re. Harmonziation of NBC and OBC as well as Code cycle changes	Manager PAS			●	
Continuing Education Webinars Series -- Administration of the biweekly webinars	Manager Education & Development		new content for Fall 2022 and Spring 2023 to include CSA Standard on Modular construction; accessibility and AODA; Modular constrction; Mass Timber (July 1st implementation per Building Code); phased occupancy	●	

Strategy #3: Provide information in a responsive manner to members that is relevant and timely regarding OAA education resources, as well as programs and services that exist elsewhere, that are available to members, and that fall outside the purview of the OAA.

OAA Practice Advisory Hotline	Manager, PAS	Practice Advisory Staff		●	
Update Practice Tips (9 slated for updating)	Manager PAS	Practice Advisors	NEED LIST OF THOSE FOR UPDATING	●	
RFP and contract review program including RFP Alerts - member understanding and awareness of regulatory requirements is the focus	Manager, PAS	PAS staff		●	
OAA Standard industry contracts, guides and complementary resources, plus official launch of new contracts	Manager, PAS	PAS Staff		●	
OAA/OGCA Document 100 to be updated for Ready-for-Takeover as well as the GUIDE to Doc 100	Manager PAS	PAS staff		●	
Need PT or RN on architectural competitions and update of website information	Manager PAS	Executive Director & Registrar		●	
Re-negotiation of the CSA contract (Spring 2022) – Access to CSA standards for members	Manager PAS	PAS staff	Focus on additional communications with members to increase uptake among members	✓	
Education Providers administration - Review of events for posting on the website under the learning opportunities	Manager, Education & Development	Administrator Continuing Education		●	
Deliverables from Strengthening the Regulations Workgroup report: Develop targeted educational tools around risk management and business acumen and strategy for dissemination	Registrar/Manager Education & Development			●	
Development strategy to actively seek out content for ConEd area of Webiste i.e. what is readily available elsewhere	Manager Education & Development	Administrator Continuing Education		●	

 <div>Ontario Association of Architects</div>	Strategic Action Plan				Indicator Legend
					Overdue
					Not Started Yet - Pending
					Delayed
					Work is underay
					Completed
Goal #4 Public Education			5-Year Metrics		
Advance the public's understanding and recognition that architecture is integral to the quality of life and well-being of our society as experienced through a sustainable, resilient, and durable built environment.			<ul style="list-style-type: none">• Members demonstrate a clearer understanding of the role of the OAA as a regulator and extent to which it can promote the public appreciation of architecture.• The OAA has developed and implemented a defined program of public education that responds to our mandate and that is sustainable over time.• The number of times government and other partners/ stakeholder have invited OAA to engage/inform on built environment issues in the public interest has increased.		
Strategies and Action Plans					
Actions	Responsible (primary)	Supported by	Metrics	Indicator	Status/Progress Highlights
Strategy #1: Develop and implement an outreach strategy to educate the public about the role of architecture in creating the built environment and its impact on society.					
Develop a specific social media campaign aimed at the general public and increasing their understanding and apprecration of architecture.	Manager, Communications	Other services areas, Committees	First step to do an audit of what we alrready have ongoing re. public outreach. Review those programs, should then continue, are they effective, are there gaps in the information? Define the various audiences. If there are gaps, how do we fill them, augment of existing, or ne programming.	<div></div>	
Ongoing communication re: OAA HQ renovation and Net Zero	Communications, Specialist	Building Committee, Executive Director	List out ACTIVITIES / Project planned for 2022 and 2023.	<div></div>	
World Architecture Day / QP Picks	Manager, PGR	Comms staff		<div></div>	
Augment OAA Website with enhanced education resources aimed at teachers, parents, students	Manager, Communications		Mapping has been developed, implementation pending	<div></div>	
Podcast programming aimed at informing the public about architecture	Manager, Communiations	Coordinator, special projects		<div></div>	
Design Excellence and Service Awards - Examine how the Design Excellence and Service Awards could be further tweaked to meet the public education strategy	Administrator, Communications	Comms staff		<div></div>	
SHIFT Challenge Program	Comms			<div></div>	
Strategy #2: Continue education initiative to foster a greater understanding of the OAA as a unique professional self-regulator					
Social Media/Website	Comms	PGR/AII		<div></div>	
K-12 Education / Curriculum Guide for Teachers	CEC		Strategy to complete this work being contemplated. Will need additional resources, time and funding	<div></div>	Need strategy to complete the project and council approval
Housing Affordability - continuing the understanding the societal impacts in the public interest and education as to what the profession can bring to this issue.	PGR	PACT?		<div></div>	Pending further direction via PACT
Strategy #3: Leverage and support programs and services offered by other stakeholders in the built environment to further the public appreciation of architecture.					
OAA Society Speical Project Funding, Annual University Funding and Annual Public Awareness Sponsorships	Comms			<div>✓</div>	
Addressing the Long-term care crisis. OAA funding White Paper (Jacobs & U of T) which is underway.	PGR			<div></div>	
Architecture Policy for Canada--supporting ROAC/Rise	Executive Director	Comms		<div></div>	
Ongoing relations with other allied industries and outside orgs	PGR	Executive Director	CDAO OGCA	<div></div>	
Strategy #4: Continue education regarding best practices in project delivery that relate to regulatory responsibilities of OAA members and practices inclusive of procurement in order that the public interest may continue to be served and protected.					

 Ontario Association of Architects	<h1>Strategic Action Plan</h1>				Indicator Legend
					Overdue
					Not Started Yet - Pending
					Delayed
					Work is underay
					Completed
Goal #4 Public Education				5-Year Metrics	
Advance the public's understanding and recognition that architecture is integral to the quality of life and well-being of our society as experienced through a sustainable, resilient, and durable built environment.				<ul style="list-style-type: none">• Members demonstrate a clearer understanding of the role of the OAA as a regulator and extent to which it can promote the public appreciation of architecture.• The OAA has developed and implemented a defined program of public education that responds to our mandate and that is sustainable over time.• The number of times government and other partners/ stakeholder have invited OAA to engage/inform on built environment issues in the public interest has increased.	
Strategies and Action Plans					
Actions	Responsible (primary)	Supported by	Metrics	Indicator	Status/Progress Highlights
Liaison with IO and other major client groups re. procurement best parctices, and resgulatory roles and responsibilities	PGR/PAS/ED	PGR		<div></div>	
Renegotiation with Infrastructure Ontario (IO) re. supplementary conditions to OAA 600 (not yet started)	Manager PAS & Exectuive Director	PAS Staff		<div></div>	
Education of Building Officials and industry via Engineers, Architects and Building Officials liaison (EABO).	Executive Director		Fall 2022 webinar planned	<div></div>	Fall webinar being planned

GOVERNANCE ESSENTIALS PROGRAM

June 14-15, 2022

8:00am to 4:30pm (Eastern Time – Toronto local)

TUESDAY, JUNE 14, 2022 ZOOM Virtual Classroom	WEDNESDAY, JUNE 15, 2022 ZOOM Virtual Classroom
8:00am–10:15am Program Introduction & Director Dilemma <i>Richard Powers</i>	8:00–8:45am Introduction Exercise <i>Richard Powers</i>
	8:45–10:15am Decisions in the Boardroom <i>John Oesch</i>
10:15am–10:30am <i>Break</i>	10:15am–10:30am <i>Break</i>
10:30am–12:00pm Director's Duties, Roles and Potential Liabilities <i>Richard Powers</i>	10:30am–12:00pm Decisions in the Boardroom <i>John Oesch</i>
12:00pm–1:00pm LUNCH BREAK	12:00pm–12:45pm LUNCH BREAK
1:00pm–2:30pm NFP World – Differences, Expectations, Characteristics <i>Margaret McKee</i>	12:45pm–2:30pm Governance Best Practices <i>Richard Powers</i>
2:30pm–2:45pm <i>Break</i>	2:30pm–2:45pm <i>Break</i>
2:45pm–4:30pm Governance Models Setting the Vision & Stage for Good Governance <i>Margaret McKee</i>	2:45pm–4:30pm Small Group Case Studies & Presentations <i>Richard Powers</i>

Established in 1889, the Ontario Association of Architects (OAA) is the self-regulating body for the province's architecture profession. It governs the practice of architecture and administers the Architects Act in order to serve and protect the public interest.

Bruce Palmer
President and CEO
Pro-Demnity Insurance Company
200 Yorkland Blvd., Suite 1200
Toronto, ON M2J 5C1

June 2, 2022

Via email: brucep@prodemnity.com

Bruce,

On behalf of the Shareholder of Pro-Demnity Insurance Company, I am pleased to share the OAA's newly released five-year strategic plan. Its development is the culmination of a detailed consultation process, which produced a situation analysis confirming the OAA's mandate, clarifying its vision, and allowing for the creative work of identifying strategic goals and priorities for the coming years.

This strategic plan was presented to the OAA membership at our Annual General Meeting on May 12, 2022. **You can read it as a virtual document that resides on our website by visiting <https://oaa.on.ca/about/Vision-Mandate-Strategic-Plan>.** I encourage you, staff, and the Pro-Demnity Board to take a few minutes to visit this link to learn more about the OAA's five-year plan.

Through this plan, OAA Council has reconfirmed and reinforced its commitment to focus on the OAA's primary objective as a professional regulator. The plan is also anchored by two themes related to environmental and social governance—**Climate Action** and **Equity, Diversity, and Inclusion**—that will act as lenses through which the OAA's work will be viewed to ensure it positively aligns with the principles.

The strategic plan has four foundational goals that will be pursued over the coming years: **Regulatory Leadership, Governance and Operations, Member Competency**, and **Public Education**. Each has a statement defining what successful progress looks like, along with the initiatives that will be pursued to get there. Each goal also has measurable targets for continual monitoring of progress. The plan will be reviewed annually to ensure it remains current and relevant.

OAA Council has committed to leveraging its investment in this new plan by adopting a new decision-making framework and discipline to operationalize the plan by aligning staff and Committee work, as well as all new initiatives, toward these strategic goals. To view the full plan, [visit the OAA Website](#).

Sincerely,



Kristi Doyle, Hons. BA (PPA), Hons. MRAIC
Executive Director

CC: OAA Council



Ontario Association
of Architects

111 Moatfield Drive
Toronto, ON M3B 3L6
Canada

416-449-6898
oaamail@oaa.on.ca
oaa.on.ca

Tina Carfa

Subject: FW: Annual Gathering 2022

From: mj finlaysonpractice.ca <mj@finlaysonpractice.ca>

Sent: June 15, 2022 12:33 PM

To: Kristi Doyle <KristiD@oaa.on.ca>

Subject: Annual Gathering 2022

Hello all!

It was so great to see you all at the Annual Gathering at Massey College last week!

We have received the photos from the event and you can re-live the evening by going to the link below:

<https://www.canadianarchitect.com/scene-southwest-ontario-raic-college-fundraiser-june-8-2022/>

The final tally is in and the sponsorships from the 18 firms, combined with all of you who were so giving when purchasing your tickets, has allowed us to make a donation of \$16,000 to the RAIC Foundation, which will be directed towards student scholarships and bursaries that support public awareness of architecture.

Collectively we have managed to do a good thing, while enjoying each other's company after such a long hiatus! You can all give yourselves a pat on the back.

If you have any comments about the gathering, perhaps you could drop me a line.

Congrats to all of the student award winners and to all of the new members of the RAIC College
And thank you all!

Mary Jane Finlayson, on behalf of the RAIC College of Fellows Southwest Ontario Region Committee

This event was generously supported by Architects Tillmann Ruth Robinson, B+H Architects, Cumulus Architects Inc., ERA Architects Inc., Diamond Schmitt Architects Inc., DTAH Architects Limited, Giannone Petricone Associates, Hariri Pontarini Architects, IBI Group Inc., KPMB Architects, McCallum Sather, MJMA Architecture and Design, Montgomery Sisam Architects Inc., Moriyama & Teshima Architects, Parkin Architects Limited, SvN Architects and Planners, Teeple Architects, and The Ventin Group Architects Limited.

Mary Jane Finlayson OAA FRAIC LEED AP



Project Management + Interiors + Urban Design

1621 Dundas Street West
Toronto ON M6K 1V2

Land: 1+416.516.0888

Cell: 1+416.526.1330

Email: mj@finlaysonpractice.ca

Memorandum

To: Council

Susan Speigel
J. William Birdsell
Kimberly Fawcett-Smith
Christina Karney
Natasha Krickhan
Lara McKendrick
Deo Paquette
Greg Redden
Gaganjot (Gagan) Singh
Settimo Vilardi
Marek Zawadzki

Farida Abu-Bakare
Yan Ming (Pearl) Chan
Paul Hastings
Jennifer King
Michelle Longlade
Elaine Mintz
Clayton Payer
Kristiana Schuhmann
Andrew Thomson
William (Ted) Wilson

FOR COUNCIL MEETING

June 23, 2022

(open)

ITEM: 6.2.a

From: Settimo Vilardi, Senior Vice President and Treasurer

Date: June 8, 2022

Subject: **Unaudited Financial Statements for the Six Months Ended May 31, 2022**

Objective: To provide the six months (Quarter 2 of FY-2022) financial statements for Council information.

Attached for your information are Financial Statements (FS) including:

1. Balance Sheet
2. Statement of Cash Flows
3. Statement of Revenue and Expenses (comparing 2022 expenditures to 2021, and showing 2022 approved budget figures by category)
4. Committee Statement expenses (shows 2022 committee budget vs. actual spending).
5. Prior Year to Actual Analysis
6. Statement of Members Equity (current restricted and unrestricted reserve amounts).

Fiscal 2022 Policy Contingency Funding:

Although Council has not approved any new initiatives to be drawn from the Policy Contingency in this calendar year, there are initiatives that were approved in 2021 that crossed over into 2022. Those items will be allocated against the 2022 policy contingency as follows:

Policy Contingency-December 1, 2021	\$230,890
--	------------------

Initiatives Approved:

Updates to Total Energy Use Intensity Calculator (TEUI)	25,000 (2021)
University of Toronto Research Project: Future of Long Term Care	<u>19,461</u> (2021 original approval)
	44,461

Council Policy Development funds allocated against the 2022 budget \$186,429.

Additional ITEMS of NOTE for May 31, 2022 Compared to May 31, 2021 please review the Prior Year to Actual Analysis in the Financial Statement.

Action: No action required of Council. For Council information only.

Attachments: Financial Statements for six months ended May 31, 2022

ONTARIO ASSOCIATION OF ARCHITECTS

Balance Sheet

Six Months Ended May 31, 2022

		2022		2021	
ASSETS					
CURRENT					
Petty Cash		500		500	
Cash-CIBC		-397,182		203,903	
Cash-Premier Investment Account (PIA)		9,586,221	9,189,538	7,975,182	8,179,585
Accounts Receivable		-347,963		-252,324	
Long Term Member Accounts Receivable		7,769		7,769	
NSF Cheques		2,240		3,139	
HST - Input Tax Credits		37,308		24,507	
HST Receivable		1,222,896	922,251	83,965	(132,944)
Prepaid Expenses		258,096		273,921	
Inventory		18,529	287,187	17,521	291,593
	Total Current		10,398,976		8,338,234
LONG TERM					
Land		470,000		470,000	
Furniture & Equipment		551,480		549,481	
Computer Equipment		925,625		786,887	
Website Development		420,392		404,522	
Building - 111 Moatfield Drive		10,929,938		10,875,414	
Building Additions		2,211,114		2,089,478	
	Total Property & Equipment		15,508,548		15,175,781
Accumulated Depreciation - Furniture & Equipment		-220,521		-193,796	
Accumulated Depreciation - Computer		-467,467		-510,361	
Accumulated Depreciation - Website Development		-296,446		-259,184	
Accumulated Depreciation - Building		-1,814,144		-1,677,973	
Accumulated Depreciation - Building Additions		-1,398,615		-1,259,493	
	Total Accumulated Depreciation		(4,197,193)		(3,900,807)
	Net Fixed Assets		11,311,356		11,274,974
Investment in Pro-Demnity		32,807,966	32,807,966	31,081,920	31,081,920
	Total Assets		54,518,298		50,695,128
LIABILITIES					
CURRENT					
Accounts Payable		-15,742		-67,160	
Refund Clearing		25,547		7,835	
CExAC Payable		838,777		237,150	
CExAC Operating Fund		-391,009		104,702	
RBC-LTD Clearing		1,162		-4,318	
Stale Dated Refund		214		214	
HST Payable		25,284		-162,022	
			484,232		116,401
Deferred Revenue - Fees		560,043		509,983	
			566,283		509,983
Mortgage Payable - Current		113,068	113,068	113,164	113,164
	Total Current		1,163,583		739,548
LONG TERM					
Mortgage Payable - Long Term		4,296,560		4,175,554	
	Total Long Term Liabilities		4,296,560		4,175,554
	Total Liabilities		5,460,143		4,915,102
EQUITY					
Members' Equity		43,070,065		40,772,493	
Major Capital Reserve Fund (Internally Restricted)		749,735		813,574	
Operating Reserve Fund (Internally Restricted)		1,048,127		848,127	
Legal Reserve Fund (Internally Restricted)		162,500		62,500	
Surplus/(Deficit)		4,027,728		3,283,332	
	Members Equity Closing		49,058,155		45,780,026
	Total Liabilities & Equity		54,518,298		50,695,128

ONTARIO ASSOCIATION OF ARCHITECTS

Statement of Cash Flows

Six Months Ended May 31, 2022

Operating Activities:

Excess (deficiency) of revenue over expenses	4,027,728
--	-----------

Add items not involving cash:

Amortization of property and equipment	296,386
--	---------

Loss on Disposal of property and equipment	
--	--

Income from investment in Pro-Demnity Insurance Company	(1,726,046)
---	-------------

Net change in non-cash working capital items:

Accounts receivable	(1,055,195)
---------------------	-------------

Inventories	(1,008)
-------------	---------

Prepaid expenses	5,414
------------------	-------

Accounts payable and accrued liabilities	367,831
--	---------

Deferred revenue	56,300
------------------	--------

Major Capital Reserve Fund (Internally Restricted)	749,735
--	---------

Operating Reserve Fund (Internally Restricted)	1,048,127
--	-----------

Legal Reserve Fund (Internally Restricted)	162,500
--	---------

Cash flows from operating activities	<u>3,931,772</u>
---	-------------------------

Financing Activities:

Mortgage Payable - Current	<u>(113,068)</u>
----------------------------	------------------

Cash flows from financing activities	<u>(113,068)</u>
---	-------------------------

Investing activities:

Short-term deposits	0
---------------------	---

Purchase of property and equipment	<u>(332,767)</u>
------------------------------------	------------------

Cash flows from investing activities	<u>(332,767)</u>
---	-------------------------

Net increase/(decrease) in cash during the year	3,485,937
--	------------------

Cash, beginning of year	<u>469,384</u>
-------------------------	----------------

Cash, end of period	<u><u>3,955,321</u></u>
----------------------------	--------------------------------

Statement of Revenue and Expenses
Six Months Ended May 31, 2022

	2021			2022										
	ACTUAL-YTD			ACTUAL-YTD			ANNUAL BUDGET			BUDGET PROJECTION			BUDGET VARIANCE	
	Detail	Total	%	Detail	Total	%	Detail	Total	%	Detail	Total	%	Detail	Total
REVENUE														
Fees		6,264,726	97.3%		6,908,574	93.8%		6,893,068	85.5%		6,893,068	85.5%		0
Classifieds Revenue		5,325	0.1%		12,608	0.2%		20,000	0.2%		20,000	0.2%		0
Conference Revenue		111,450	1.7%		399,620	5.4%		841,225	10.4%		841,225	10.4%		0
Continuing Education:		0									0			
Admission Course Revenue		0	0.0%		0	0.0%		7,000	0.1%		7,000	0.1%		0
Continuing Education Revenue		30,573	0.5%		12,311	0.2%		50,175	0.6%		50,175	0.6%		0
Fundamentals of Architectural Practice		2,077			0	0.0%		3,125	0.0%		3,125	0.0%		0
Documents, Job Signs & Other Revenue		8,282	0.1%		7,321	0.1%		10,000	0.1%		10,000	0.1%		0
ExAC Jurisdiction Exam Fee		0	0.0%		0	0.0%		158,000	2.0%		158,000	2.0%		0
Interest Earned		18,278	0.3%		15,862	0.2%		48,000	0.6%		48,000	0.6%		0
Misc Fees		0	0.0%		0	0.0%		0	0.0%		0	0.0%		0
Pro-Demnity:		0			0						0			
PCS Transfer		0	0.0%		0	0.0%		5,500	0.1%		5,500	0.1%		0
Awards Income		0			0	0.0%		0	0.0%		0	0.0%		0
Recovery of Discipline Charges		0	0.0%		12,000	0.2%		24,000	0.3%		24,000	0.3%		0
											0			
Total Revenue		6,440,711	100.0%		7,368,296	100.0%		8,060,093	100.0%		8,060,093	100.0%		0
EXPENDITURES														
Council & Executive		467,427	14.9%		467,495	14.0%		1,270,431	15.8%		1,270,431	15.8%		0
AGM (Annual General Meeting)		1,962			2,453			24,000			24,000			0
Committees & Task Groups:		0									0			
ACT/Reg Amendments Review		0			0			0			0			0
OAA Governance Committee		31,135			46,975			167,724			167,724			0
Budget Committee		0			0			418			418			0
Construction Design Alliance Ontario (CDAO)		0			42			5,396			5,396			0
HR Committee		0			0						0			0
Joint OAA/Arido Task Group		0			0			2,000			2,000			0
Joint OAA/Pro-Dem Working Group		0			0			0			0			0
Miscellaneous Committee Expense		0			217			3,000			3,000			0
OAA/OGCA Best Practices Committee		0			0			1,530			1,530			0
Policy Advocacy Coordination Team (PACT)		25,165			11,194			48,751			48,751			0
Sustainable Built Environment Committee		4,425			46			4,317			4,317			0
Council & Executive		92,515			22,253			266,040			266,040			0
Legal:		0									0			
Action against Association & Members		0			0			0			0			0
Legal General		18,737			23,814			35,000			35,000			0
Liaison With Gov't & Other Organizations		0			6,500			1,000			1,000			0
National:		0									0			
Canadian Architectural Certification Board (CACB)		21,777			27,585			65,000			65,000			0
CALA Meetings		41,497			43,562			67,080			67,080			0
International Relations Committee		345			8,734			3,000			3,000			0
RAIC Festival		0			698			0			0			0
Tri-National Agreement		0			0			0			0			0
OAAAS		13,130			25,822			70,800			70,800			0
Society Chairs Workshop		0			0			8,360			8,360			0
Salaries & Benefits Council & Exec		216,739			247,602			497,014			497,014			0
Regulatory:		543,680	17.3%		581,464	17.4%		1,464,223	18.2%		1,464,223	18.2%		0
Committees:		0									0			
Complaints Committee		0			10,474			75,265			75,265			0
Discipline Committee		14,856			9,310			62,530			62,530			0
Elections Task Group		11,907			0			0			0			0
Experience Requirements		0			340			30,814			30,814			0
Fees Mediation Committee		5,011			0			1,000			1,000			0
Public Interest Review Committee (PIRC)		0			0			5,000			5,000			0
Registration Committee		0			1,773			25,437			25,437			0
The Interns' Committee		1,988			0			9,902			9,902			0
Exam for Architects in Canada (ExAC):											0			
ExAC Exam Administration		2,105			57,563			62,002			62,002			0
Legal:											0			
Act Enforcement		114			11,800			55,000			55,000			0
Appeals		22,676.57			0			30,000			30,000			0
Discipline Hearings		4,767			13,886			90,000			90,000			0
Fees Mediation		40,107.32			0			2,500			2,500			0
General		0			3,162			50,000			50,000			0
Registration Hearings		25,971.68			0			15,000			15,000			0
Salaries & Benefits - Registrar		414,179			473,157			949,774			949,774			0
Practice Advisory:		184,390	5.9%		211,612	6.3%		428,042	5.3%		428,042	5.3%		0
Legal-Practice		0			1,320			53,200			53,200			0
Committees:		0									0			0
Engineers, Architects, Building Officials (EABO)		0			0			1,500			1,500			0
Practice Resource Committee		311			0			10,400			10,400			0
Subcommittee on Building Codes & Regs (SCOBCAR)		0			0			5,500			5,500			0
Practice Advisory Service Task Group		0			0						0			0
Small Practice Information Forum (SPIF)		0			0			0			0			0
Salaries & Benefits - PA		184,080			210,292			357,442			357,442			0
Communications:		476,133	15.1%		456,136	13.7%		1,116,975	13.9%		1,116,975	13.9%		0
Committees:											0			
Awards Steering Committee		2,965			0						0			0
Communications Committee		0			0			7,808			7,808			0
Community Outreach Program		0			0			6,000			6,000			0
Content Creation/Publications		0			35,970			0			0			0
Cyber Security Insurance		4,400			5,821			4,620			4,620			0
French Translation Costs		0			0			20,000			20,000			0
Honors & Awards		2,474			2,705			92,181			92,181			0
Media Relations Program		0			166			50,000			50,000			0
Miscellaneous		0			5,000			1,000			1,000			0
Perspectives (Income & Expenses)					0			0			0			0
P.R. Sponsorship Opportunities		16,348			31,200			65,000			65,000			0
Scholarships and Awards (Trust Fund)		25,500			53,000			50,700			50,700			0
Societies:		0									0			0
Society Liaison Travel		358			1,620			10,000			10,000			0
Society Funding		68,565			0			69,000			69,000			0
Special Program Funding		57,500			48,500			80,000			80,000			0
Society Chairs Meeting - Conference		0			0			8,283			8,283			0
Tradeshows and Ongoing Outreach Activities		5,000			0			36,300			36,300			0
University Funding		5,000			5,000			25,000			25,000			0
Web Maintenance/Hosting		71,283			19,553			29,388			29,388			0
Salaries & Benefits - Communications		216,739			247,602			561,694			561,694			0
Conference:		399,151	12.7%		799,493	23.9%		1,275,981	15.8%		1,275,981	15.8%		0
Conference Committee		0			0			0			0			0
Conference		317,503			706,218			1,088,750			1,088,750			0
Salaries & Benefits - Conference		81,648			93,275			187,231			187,231			0
Continuing Education:		129,624	4.1%		128,371	3.8%		305,703	3.8%		305,703	3.8%		0
Comprehensive ConEd Committee		0			0			12,259			12,259			0
Continuing Education:		0									0			

Statement of Revenue and Expenses
Six Months Ended May 31, 2022

	2021			2022										
	ACTUAL-YTD			ACTUAL-YTD			ANNUAL BUDGET			BUDGET PROJECTION			BUDGET VARIANCE	
	Detail	Total	%	Detail	Total	%	Detail	Total	%	Detail	Total	%	Detail	Total
Admission Course	10,036			6,857			26,000			26,000			0	
Continuing Education	32,012			13,977			30,000			30,000			0	
Fundamentals of Architectural Practice	1,475			9,175			40,000			40,000			0	
Salaries & Benefits - ConEd	86,102			98,362			197,444			197,444			0	
Practice Consultation Service:		737	0.0%		0	0.0%		11,000	0.1%		11,000	0.1%		0
Salaries & Benefits - PCS	737			0			11000			11,000			0	
Administration:		479,015	15.2%		547,742	16.4%		1,033,134	12.8%		1,033,134	12.8%		0
HR Administration				25,000			65,000			65,000				
Audit Fees	12,200			116			28,700			28,700			0	
Audit Committee	0			0			148			148			0	
Bank Charges:	0									0				
Bank Charges	1,705			954			3,000			3,000			0	
Fees Processing Charges (Formerly Credit Card)	21,915			-3,485			8,000			8,000			0	
Visa Service Charges	750			1,169			300			300				
Computer Operations	55,438			60,845			70,000			70,000			0	
Documents, Job Signs & Other	9,119			7,245			20,000			20,000			0	
General Expenses	930			2,351			6,000			6,000			0	
Insurance:	0									0				
AD&D	0			0			2,200			2,200			0	
Errors & Omissions	9,390			9,390			9,860			9,860			0	
Directors & Officers	30,338			30,250			30,974			30,974			0	
Mailing Costs:	0									0				
Postage & Delivery	8,155			9,116			20,000			20,000			0	
Member Mailings	0			1,758			7,000			7,000			0	
Printing & Office Supplies	17,799			9,524			20,000			20,000			0	
Subscriptions & Memberships	5,816			37,754			43,554			43,554			0	
Telephone & Communication:	0													
Internet Access & Hosting	9,917			14,769						0			0	
Telephone	5,620			5,537			19,000			19,000			0	
Video Conferencing	4,896			9,838			24,190			24,190			0	
Uncollectible Accounts	0			0			1,600			1,600			0	
Salaries & Benefits - Admin	285,026			325,613			653,608			653,608			0	
Building:		152,707	4.9%		143,433	4.3%		293,597	3.6%		293,597	3.6%		0
Building Committee	800			6,376			51,000			51,000			0	
Commercial Insurance	27,909			32,568			30,000			30,000			0	
Heat, Light & Water	880			533			10,000			10,000			0	
Maintenance & Security	29,858			44,027			83,555			83,555			0	
Mortgage Interest & Fees	86,692			40,531			96,042			96,042			0	
Property Taxes	6,569			19,398			23,000			23,000			0	
Council Policy Development:		4,174	0.1%		4,821	0.1%		230,890	2.9%		230,890	2.9%		0
Council Policy Development Contingency	4,174			0			186,429			186,429			0	
Comprehensive Member/Practice Survey	0			4,821			0			0			0	
Prior Years' Development:	0			0						0				
Total Energy Use Intensity Calculator (TEUI)	0			0			25,000			25,000				
UofT - Future of LTC	0			0			19,461			19,461				
Best Practice for Scope of Practice Changes	0									0				
Depreciation	0.00	306,865	9.8%		0	0.0%		630,117	7.8%		630,117	7.8%		0
Computer	69,394			0			165,041			165,041			0	
Building	137,078			0			271,885			271,885			0	
Building Additions	42,554			0			75,119			75,119			0	
Furniture & Equipment	27,434			0			52,588			52,588			0	
Web	30,405			0			65,484			65,484			0	
Reserves		0	0.0%		0	0.0%				0				
Legal Reserve									0					
Major Capital	0									0				
Operating Reserve										0				
Expenditures before Extraordinary & YE Items		3,143,902			3,340,568			7,429,976			7,429,976			0
Surplus(+)/Deficit(-) Before Extraordinary & YE Items		3,296,808			4,027,728			630,117			630,117			0
Extraordinary & Year End Items			0 0.0%			0 0.0%			0 0.0%			0 0.0%		0
Building Renovation: Utility Bills Jan-March'18										0			0	
Insurance Claim/Renovation Portion	0			0						0				
Loss on Disposal-F&E	0			0						0			0	
Lease & Moving Costs-Renovation	0			0						0			0	
Return on investment in Pro-Demnity	0			0						0			0	
Total Expenditures		3,143,902			3,340,568			8,060,093			8,060,093			0
TOTAL REVENUE		6,440,711			7,368,296			8,060,093			8,060,093			0
TOTAL EXPENDITURES		3,143,902	100.0%		3,340,568	100.0%		8,060,093	100.0%		8,060,093	100.0%		0
SURPLUS(+)/DEFICIT(-)		3,296,808			4,027,728			0			0			0

ONTARIO ASSOCIATION OF ARCHITECTS
Committee Statement
Six Months Ended May 31, 2022

2022			
	BUDGET	BUD PROJECTION	ACTUAL
Business	56,566	56,566	15,110
Audit Committee	148	148	0
Budget Committee	418	418	0
Building Committee	51,000	51,000	6,376
International Relations Committee	3,000	3,000	8,734
Joint OAA/Arido Task Group	2,000	2,000	0
Joint OAA/Pro-Dem Working Group	0	0	0
Strategic			
Government Relations	5,396	5,396	42
Construction Design Alliance Ontario (CDAO)	5,396	5,396	42
Demographics	53,068	53,068	11,240
Policy Advocacy Coordination Team (PACT)	48,751	48,751	11,194
Sustainable Built Environment Committee	4,317	4,317	46
Communications	20,068	20,068	0
Communications Committee	7,808	7,808	0
Comprehensive ConEd Committee	12,259	12,259	0
Conference Committee	0	0	0
Regulatory	209,947	209,947	21,897
Complaints Committee	75,265	75,265	10,474
Discipline Committee	62,530	62,530	9,310
Experience Requirements	30,814	30,814	340
Fees Mediation Committee	1,000	1,000	0
Public Interest Review Committee (PIRC)	5,000	5,000	0
Registration Committee	25,437	25,437	1,773
The Interns' Committee	9,902	9,902	0
Practice	18,930	18,930	0
Engineers, Architects, Building Officials (EABO)	1,500	1,500	0
OAA/OGCA Best Practices Committee	1,530	1,530	0
Practice Resource Committee	10,400	10,400	0
Subcommittee on Building Codes & Regs (SCOBCAR)	5,500	5,500	0
	363,975	363,975	48,288

ONTARIO ASSOCIATION OF ARCHITECTS
Prior Year to Actual Analysis
Six Months Ended May 31, 2022

	2022		2021		2022		VARIANCE	DETAIL
	BUDGET PROJECTION		ACTUAL-YTD		ACTUAL-YTD			
	Detail	Total	Detail	Total	Detail	Total	Detail	Total
REVENUE								
Fees		6,893,068		6,264,726		6,908,574		643,849
Classifieds Revenue		20,000		5,325		12,608		7,283
								Yr to Yr variance; increase in member fees and CoP fees
Conference Revenue		841,225		111,450		399,620		288,170
Continuing Education:								2021 Conference was held virutally at a lower price point. Sponsorship income of \$280K received in June
Admission Course Revenue		7,000		0		0		0
Continuing Education Revenue		50,175		30,573		12,311		-18,262
Fundamentals of Architectural Practice		3,125		2,077		0		-2,077
Documents, Job Signs & Other Revenue		10,000		8,282		7,321		-961
ExAC Jurisdiction Exam Fee		158,000		0		0		0
Interest Earned		48,000		18,278		15,862		-2,416
Misc Fees		0		0		0		0
Pro-Demnity:								
PCS Transfer		5,500		0		0		0
Recovery of Discipline Charges		24,000		0		12,000		12,000
								Revenue varies based on Discipline cases per year
Total Revenue		8,060,093		6,440,711		7,368,296		927,585
EXPENDITURES								
Council & Executive		1,270,431		467,427		467,495		69
Attendance-Selected Conference		0		0		0		0
AGM (Annual General Meeting)		24,000		1,962		2,453		491
Committees & Task Groups:								
OAA Governance Committee		167,724		31,135		46,975		15,840
Budget Committee		418		0		0		0
Construction Design Alliance Ontario (CDAO)		5,396		0		42		42
HR Committee		0		0		0		0
Joint OAA/Arido Task Group		2,000		0		0		0
Joint OAA/Pro-Dem Working Group		0		0		0		0
Miscellaneous Committee Expense		3,000		0		217		217
OAA/OGCA Best Practices Committee		1,530		0		0		0
Policy Advocacy Coordination Team (PACT)		48,751		25,165		11,194		-13,971
Sustainable Built Environment Committee		4,317		4,425		46		-4,379
Council & Executive		266,040		92,515		22,253		-70,262
								Variation of expenses being submitted
Legal:								
Legal General		35,000		18,737		23,814		5,077
Liaison With Gov't & Other Organizations		1,000		0		6,500		6,500
National:								
Canadian Architectural Certification Board (CACB)		65,000		21,777		27,585		5,808
CALA Meetings		67,080		41,497		43,562		2,065
International Relations Committee		3,000		345		8,734		8,389
RAIC Festival		0		0		698		698
Tri-National Agreement		0		0		0		0
OAAAS		70,800		13,130		25,822		12,692
Society Chairs Workshop		8,360		0		0		0
Salaries & Benefits Council & Exec		497,014		216,739		247,602		30,863
								Anticipated Yr over Yr variance
Office of the Registrar:		1,464,223		543,680		581,464		37,784
Committees:								
Complaints Committee		75,265		0		10,474		10,474
Discipline Committee		62,530		14,856		9,310		-5,546
Elections Task Group		0		11,907		0		-11,907
								Varies at this time of the year based on cases
Experience Requirements		30,814		0		340		340
Fees Mediation Committee		1,000		5,011		0		-5,011
Public Interest Review Committee (PIRC)		5,000		0		0		0
Registration Committee		25,437		0		1,773		1,773
The Interns' Committee		9,902		1,988		0		-1,988
ExAC:								
ExAC Exam Administration		62,002		2,105		57,563		55,459
								Exams in 2021 were held in February 2022
Legal:								
Act Enforcement		55,000		114		11,800		11,686
Appeals		30,000		22,677		0		-22,677
Discipline Hearings		90,000		4,767		13,886		9,119
Fees Mediation		2,500		40,107		0		-40,107
General		50,000		0		3,162		3,162
Registration Hearings		15,000		25,972		0		-25,972
Salaries & Benefits - Registrar		949,774		414,179		473,157		58,978
								Anticipated Yr over Yr variance
Practice Advisory:		428,042		184,390		211,612		27,222
Legal-Practice		53,200		0		1,320		1,320
Committees:								
Engineers, Architects, Building Officials (EABO)		1,500		0		0		0
Practice Resource Committee		10,400		311		0		-311
Subcommittee on Building Codes & Regs (SCOBCAR)		5,500		0		0		0
Small Practice Information Forum (SPIF)		0		0		0		0
Salaries & Benefits - PA		357,442		184,080		210,292		26,212
								Anticipated Yr over Yr variance
Communications:		1,116,975		476,133		456,136		-19,997
Committees:								
Awards Steering Committee		0		2,965		0		-2,965
Communications Committee		7,808		0		0		0
Community Outreach Program		6,000		0		0		0
Content Creation/Publications		0		0		35,970		35,970
Cyber Security Insurance		4,620		4,400		5,821		1,421
French Translation Costs		20,000		0		0		0
Honors & Awards		92,181		2,474		2,705		230
Media Relations Program		50,000		0		166		166
Miscellaneous		1,000		0		5,000		5,000
								Awards Book for 2022 (occurs every 2 years)

ONTARIO ASSOCIATION OF ARCHITECTS
Prior Year to Actual Analysis

Six Months Ended May 31, 2022

	2022		2021		2022		VARIANCE	DETAIL
	BUDGET PROJECTION		ACTUAL-YTD		ACTUAL-YTD			
	Detail	Total	Detail	Total	Detail	Total	Detail	Total
P.R. Sponsorship Opportunities		65,000		16,348		31,200		14,852
Scholarships and Awards (Trust Fund)		50,700		25,500		53,000		27,500
Societies:								
Society Liaison Travel		10,000		358		1,620		1,262
Society Funding		69,000		68,565		0		-68,565
Special Program Funding		80,000		57,500		48,500		-9,000
Society Chairs Meeting - Conference		8,283		0		0		0
Tradeshows and Ongoing Outreach Activities		36,300		5,000		0		-5,000
University Funding		25,000		5,000		5,000		0
Web Maintenance/Hosting		29,388		71,283		19,553		-51,730
Salaries & Benefits - Communications		561,694		216,739		247,602		30,863
Conference:		1,275,981		399,151		799,493		400,342
Conference		1,088,750		317,503		706,218		388,715
Salaries & Benefits - Conference		187,231		81,648		93,275		11,626
Continuing Education:		305,703		129,624		128,371		-13,514
Comprehensive ConEd Committee		12,259		0		0		0
Continuing Education:								
Admission Course		26,000		10,036		6,857		-3,179
Continuing Education		30,000		32,012		13,977		-18,035
Fundamentals of Architectural Practice		40,000		1,475		9,175		7,700
Salaries & Benefits - ConEd		197,444		86,102		98,362		12,261
Practice Consultation Service:		11,000		737		0		-737
Salaries & Benefits - PCS		11,000		737		0		-737
Administration:		1,033,134		479,015		547,742		43,727
Hr Administration		65,000		0		25,000		25,000
Audit Fees		28,700		12,200		116		-12,085
Audit Committee		148		0		0		0
Bank Charges:								
Bank Charges		3,000		1,705		954		-751
Fees Processing Charges (Formerly Credit Card)		8,000		21,915		-3,485		-25,400
Visa Service Charges		300		750		1,169		419
Computer Operations		70,000		55,438		60,845		5,407
Documents, Job Signs & Other		20,000		9,119		7,245		-1,874
General Expenses		6,000		930		2,351		1,420
Insurance:								
AD&D		2,200		0		0		0
Errors & Omissions		9,860		9,390		9,390		0
Directors & Officers		30,974		30,338		30,250		-88
Mailing Costs:								
Postage & Delivery		20,000		8,155		9,116		960
Member Mailings		7,000		0		1,758		1,758
Printing & Office Supplies		20,000		17,799		9,524		-8,275
Subscriptions & Memberships		43,554		5,816		37,754		31,937
Telephone & Communication:								
Internet Access & Hosting		0		9,917		14,769		4,852
Telephone		19,000		5,620		5,537		-83
Video Conferencing		24,190		4,896		9,838		4,941
Uncollectible Accounts		1,600		0		0		0
Salaries & Benefits - Admin		653,608		285,026		325,613		40,587
Building:		293,597		152,707		143,433		-9,273
Building Committee		51,000		800		6,376		5,576
Commercial Insurance		30,000		27,909		32,568		4,659
Heat, Light & Water		10,000		880		533		-347
Maintenance & Security		83,555		29,858		44,027		14,170
Mortgage Interest & Fees		96,042		86,692		40,531		-46,160
Property Taxes		23,000		6,569		19,398		12,829
Council Policy Development		230,890		4,174		4,821		647
Council Policy Development Contingency		186,429		4,174		0		-4,174
Comprehensive Member/Practice Survey		0		0		4,821		4,821
Prior Years' Development:								
Total Energy Use Intensity Calculator (TEUI)		25,000		0		0		0
UoT - Future of LTC		19,461		0		0		0
Expenditures before Depreciation, Reserves and Extraordinary & YE Items		7,429,976		2,837,038		3,340,568		466,270
Surplus(+)/Deficit(-) Before Depreciation, Reserves and Extraordinary & YE Items		630,117		3,603,673		4,027,728		461,316
Depreciation		630,117		306,865		0		-306,865
Computer		165,041		69,394		0		-69,394
Building		271,885		137,078		0		-137,078
Building Additions		75,119		42,554		0		-42,554
Furniture & Equipment		52,588		27,434		0		-27,434
Web		65,484		30,405		0		-30,405
Reserves				0		0		0
Legal Reserve								
Major Capital								
Operating Reserve				0				
Total Expenditures		8,060,093		3,143,902		3,340,568		159,405
TOTAL REVENUE		8,060,093		6,440,711		7,368,296		927,585
TOTAL EXPENDITURES		8,060,093		3,143,902		3,340,568		159,405
SURPLUS(+)/DEFICIT(-)		0		3,296,808		4,027,728		768,180

ONTARIO ASSOCIATION OF ARCHITECTS

Statement of Members Equity

Six Months Ended May 31, 2022

Members Equity Year to Date (YTD)

	Detail	Total
Total Members Equity		49,058,155
Less: Current YTD Surplus from P&L		4,027,728
Less: Allocated Reserves (Restricted)		1,960,362
Legal Reserve	162,500	
Major Capital Reserve	749,735	
Operating Reserve	1,048,127	
Less: Pro-Demnity Insurance		32,807,966
Less: Property & Equipment		6,901,728
YTD Unrestricted Members Equity Available for Allocation		3,360,371
Future Reserve Allocation		
2022 Projected YE Reserve Allocation (Restricted)		294,000
Legal Reserve	40,000	
Major Capital Reserve	154,000	
Operating Reserve	100,000	
Remaining Unrestricted Members Equity 2021 YE		3,066,371

Any Surplus or Deficit at Year End is transferred to the Members Equity. Council determines at Year End the portion of Unrestricted Members Equity to be allocated to the restricted reserves.

The Budget Committee provides recommended amounts to transfer to Restricted Reserves during the budgeting process in the fall.

Major Capital Reserve Fund

Budget 2020 provides for a portion of the projected surplus to be allocated to this reserve.

History:

In 2014 the Building Reserve Policy was formalized and issued "to provide a source of sustained funding for Capital Maintenance and Repair as well as Capital Improvements that cannot be otherwise funded in a single budget year through the OAA's existing annual operating budget for repair and maintenance of the building."

In 2012 for Budget 2013 Council approved an increase to the Building Reserve of \$50,000 bringing the annual contribution to \$170,000.

For Budget 2011 Council approved an increase to the annual contribution to the building reserve from \$40,000 to \$120,000

Council on October 12, 2006 approved the creation of a reserve fund to provide for future repairs to the building. Budget 2007 represented \$40,000 in order to establish the reserve.

Operating Reserve

Budget 2020 provides for a portion of the projected surplus to be allocated to this reserve.

History:

In 2014 the Operating Reserve Policy was issued to "ensure the stability of the mission, programs, employment, and ongoing operations of the organization in the event of a sudden or unexpected negative change in revenue that would affect the provision of services to members."

Legal Reserve

Budget 2020 provides for a portion of the projected surplus to be allocated to this reserve.

History:

The legal reserve fund was established in 2017 to set aside funds for years during which unusually high legal costs arise as was the case in 2017.

Memorandum

To: Council

Susan Speigel
J. William Birdsell
Kimberly Fawcett-Smith
Christina Karney
Natasha Krickhan
Lara McKendrick
Deo Paquette
Greg Redden
Gaganjot (Gagan) Singh
Settimo Vilardi
Marek Zawadzki

Farida Abu-Bakare
Yan Ming (Pearl) Chan
Paul Hastings
Jennifer King
Michelle Longlade
Elaine Mintz
Clayton Payer
Kristiana Schuhmann
Andrew Thomson
William (Ted) Wilson

FOR COUNCIL MEETING
June 23, 2022
(open)
ITEM: 6.2.b

From: OAA Governance Committee

Settimo Vilardi, Senior Vice President & Chair
Susan Speigel, President
Elaine Mintz, LGIC
Michelle Longlade, LGIC
Ted Wilson, Councillor

Date: June 15, 2022

Subject: Update from OAA Governance Committee

Objective: To provide an update from the OAA Governance Committee.

As Council is aware the bulk of the Governance Committee's time, since last November, has been spent focussing on the OAA's 5-year strategic planning exercise. As an extension of this exercise, we have now moved into the governance review project, which is one of the recommendations of the operational reviews. The Governance Committee last met as a group on Monday June 13, 2022 for a regular meeting.

Topics for discussion included the implementation of the HR Policy *Right to Disconnect* which is a requirement under the *Employment Standards Act*. This policy was shared with staff at its staff weekly meeting on June 15. The Committee also reviewed the currently COVID safety protocols in place and in discussion with senior staff it was agreed that masking requirements for the office and OAA events could be lifted. Masks may of course still be worn by those that wish to. The requirement for full vaccination remains in place.

An operational update from the Executive Director highlighted work progressing under the Strategic Plan, 'year one' recommendations. Under the bucket of HR

recommendations, it was noted that the OAA's new HR Manager, Kathy Armbrust will undertake the bulk of the work in this area. Armbrust is continuing to onboard with the organization, and will likely have time to turn her attention to these issues in the fall. This may change the timelines however for addressing the HR recommendations during the five-year implementation plan.

It was reported that work is underway to fill current and upcoming staff vacancies as well as a review of several new roles to be considered and budgeted for in 2023.

The remainder of the meeting included a presentation from consultant, McLaughlin and Associates on their preliminary recommendations re. the governance review. During that meeting, the report was discussed and further meetings will be scheduled this summer to consider the elements of the review and recommendations, consider best practices, and finalize the recommendations to be brought forward for Council's consideration at the September meeting.

Action: No action required.

Attachments: None

Memorandum

To: Council

Susan Spiegel	Farida Abu-Bakare
J. William Birdsell	Yan Ming (Pearl) Chan
Kimberly Fawcett-Smith	Paul Hastings
Christina Karney	Jennifer King
Natasha Krickhan	Michelle Longlade
Lara McKendrick	Elaine Mintz
Deo Paquette	Clayton Payer
Greg Redden	Kristiana Schuhmann
Gaganjot (Gagan) Singh	Andrew Thomson
Settimo Vilardi	William (Ted) Wilson
Marek Zawadzki	

FOR COUNCIL MEETING
June 23, 2022
(open)
ITEM: 6.3.a

From: Christina Karney, Vice President Strategic

Date: June 13, 2022

Subject: Update on the activities under the Vice President, Strategic portfolio

Objective: To update Council on the activities under the Vice President, Strategic portfolio

Highlights

[Activities Report – Vice President, Strategic](#)

[PACT Updates](#)

[SBEC Updates](#)

[Construction Design Alliance of Ontario \(CDAO\) Updates](#)

Activities Report – Vice President, Strategic

- PACT Meeting: June 16, 2022
- Council Executive Committee Meeting: June 8, 2022
- Update Meeting with PGR Staff: June 7, 2022
- OAA Annual General Meeting: May 12, 2022
- OAA Conference: May 11 – 13, 2022
- OAA Council Meeting: May 10, 2022

PACT Updates

Due to unforeseen scheduling conflicts, PACT's last meeting was an informal virtual drop-in on April 26, 2022. The next meeting of the Committee is on June 16, 2022 and, at that meeting, PACT will examine its work in the context of the Strategic Plan. In the meantime, the Committee continues to work on various items including:

- Long-term care – While reports from the researcher indicate that Phase 1 of the long-term care research project are prepared and ready for publication, release of the report is pending the final payment of the funding by the partners. OAA has contributed its funding allocation. Upon payment, the Phase 1 report will be available online and plans are in place for the OAA to share some of its own communications in order to amplify the research.
- World Architecture Day – Outreach to ensure that all candidates in the 2022 provincial election were aware that World Architecture Day was undertaken. From that effort, the OAA received 28 building nominations from some new candidates as well as key incumbents such as past Ministers, Parliamentary Assistants, and party leaders. Outreach now focuses on the newly elected government to ensure that participation and momentum on this event continues to build. Plans to host an in-person event at Queen's Park this year continue to develop.
- Research – PACT has noted that the research it has led over the years has been of great value to the OAA. Most recently, the uptake of the 2013 Site Plan Approval report has been notable due to the amount of media coverage it has gotten in discussions about housing affordability. The Committee is in the process of identifying some key areas for possible research projects that the OAA may consider commissioning over the next year.
- Illegal Homebuilding – In response to the Ministry of Government and Consumer Services consultation on Illegal Building and Related Improvements to Protect Buyers of New Homes, the OAA submitted a response that focuses on public interest concerns related to this kind of activity. To read the OAA submission, click [here](#). OAA Practice Advisory staff are continuing to press for further information and clarity around enforcement from HCRA. In addition, Pro-Demnity is conducting research into this issue, with the intent of providing further guidance to firms that are involved in this area of practice.

SBEC Updates

SBEC met last on May 16, 2022 and will meet again on June 27, 2022. In the meantime, the Committee continues to work on various items, including:

- Work Plan – At the May 16 meeting, SBEC discussed their work in the context of the OAA's current Strategic Plan and was asked to consider what their work plan will consist of for the next six months. Some key deliverables from SBEC before the end of this year include:
 - The creation of a new tool to help architects talk to their clients about climate stabilizing measures that could be included in their designs. The tool should have the capability to demonstrate life cycle cost analysis of various measures. A work plan is in development with the intent of having an outline of the content prepared for the fall.
 - SBEC has provided some feedback to Con Ed as that service area rolls out the new two-hour requirement for climate action-focused continuing education. This includes key words to describe the requirement for publication on the website, suggested sessions that the OAA may promote to its membership, and development of new content that SBEC members can deliver as part of the OAA's Continuing Education webinar series.
 - SBEC is updating a template for case studies that function as education tools for members and the public about exemplary measures to promote climate action through building design. The Committee is interested in leveraging the Design Excellence awards finalists to create new case study content for the Climate Action section of the OAA website.
- Mass Timber – SBEC members are working with the Continuing Education and Practice Advisory Service areas to develop a continuing education session on mass timber. The session focuses on the new regulations coming into force on July 1, 2022 in the Ontario Building Code pertaining to twelve-storey mass timber construction.

Construction Design Alliance of Ontario (CDAO) Updates

Further to the *Construction Act* survey that CDAO carried out, the Alliance will be working with Glenn Ackerley to help consolidate the results, along with industry feedback, into an industry submission that would eventually be advanced to the Ministry of the Attorney General. Further to CDAO's request for "industry feedback", the OAA prepared brief comments. See attached.

The Board of the Alliance continues to work with the consultant engaged to develop a best practices guide around procurement for the design & construction industry. A first draft is under review. The intent is for the guide to form the basis for the content of the next CDAO procurement day with is tentatively scheduled for late October 2022.

Action: **None. For information only.**

Attachments: OAA Feedback on the *Construction Act*

Established in 1889, the Ontario Association of Architects (OAA) is the self-regulating body for the province's architecture profession. It governs the practice of architecture and administers the Architects Act in order to serve and protect the public interest.

June 7, 2022

Re: Request for comments/feedback about the *Construction Act*

In response to the request from CDAO for comments and feedback about the *Construction Act*, the OAA submits the following:

Definition of “improvement”: As currently defined in the *Construction Act*, an improvement, in respect to any land, is:

- a. Any alteration, addition or capital repair to the land,
- b. Any construction, erection or installation on the land, including the installation of industrial, mechanical, electrical or other equipment on the land or on any building, structure or works on the land that is essential to the normal or intended use of the land, building, structure or works, or
- c. The complete or partial demolition or removal of any building, structure or works on the land

The OAA strongly believes that a clarifying note that states design services are an “improvement” remains of critical importance to strengthening this legislation. Failure to do so will disenfranchise architects from key elements of this legislation, or will unnecessarily put them in the costly and otherwise preventable situation of having to go to the courts to challenge the interpretations and biases of the client’s lawyer.

This recommendation is supported by member feedback that CDAO collected through the *Construction Act* industry survey. Through that feedback it was noted that there is ambiguity relating to when architects’ services constitute an improvement (according to the feedback master planning, schematic design and condition assessment do not constitute an improvement but contract administration does) and this leads to confusion about when the *Construction Act* applies (See text response to Q12A – cell A3).

Prompt Payment: It is unclear in the legislation whether or not architects are entitled to the provisions of prompt payment and adjudication if they are doing master planning, schematic design, condition assessments or providing any other service, unless and until someone puts a shovel in the ground.

As the provisions for prompt payment state, they pertain to “improvement[s] under a contract”. Since the legislation does not clearly identify design services as improvements, architects (and other consultants) will not be able to avail themselves of key elements of this legislation.

Section 14 of the *Construction Act* related to the Creation of a lien, states that:



Ontario Association
of Architects

111 Moatfield Drive
Toronto, ON M3B 3L6
Canada

416-449-6898
oaamail@oaa.on.ca
oaa.on.ca

14 (1) A person who supplies services or materials to an improvement for an owner, contractor or subcontractor, has a lien upon the interest of the owner in the premises improved for the price of those services or materials.

(3) For greater certainty, subsection (1) applies to services or materials supplied by an architect as defined in the *Architects Act* and any employees of the architect.

S 14(3) acknowledges that the work of an architect relates to an improvement, and therefore makes the architect subject to statutory holdback on fees. However, this section of the legislation contemplates lien rights only and does not address prompt payment or adjudication.

It is notable that some client groups (especially municipalities, such as the City of Toronto) have devised contract terms and conditions to avoid the need to adjust their processes. These terms and conditions should undergo a review, as they seem contrary to the intent of the prompt payment provisions.

Holdbacks: With regard to release of holdbacks, the legislation is unclear about whether the completion of a single design phase or multiple design phases can be specified to trigger a release of holdback. As articulated in the OAA's 2018 letter to the Minister of the Attorney General (see attached), a clarification about release of holdbacks could be addressed by making it explicitly clear in the legislation that "substantial performance" applies to architectural services. At the time of the Association's submission, there were instances of numerous client contracts that stated that there is no release of basic holdback, only release of holdback of the architectural fees at completion of the contract.

However, each design phase may take significant amounts of time and several releases of holdback may be appropriate. If the intent is for release of holdback at the end of a single design phase, it should be the default (just as substantial performance is) rather than something that requires the consent of the client to implement. In the case of short contracts, architects may then opt not to take advantage of phased release, and could rely on it for longer contracts just as contractors do with substantial performance.

Early Release: The OAA notes that the legislation does not contain guidance about the process for early release to ensure that all affected parties know when their lien rights will expire. While this is similar to release of holdback after deemed completion, some explicit statement would make all parties more comfortable about their roles, and the need for notices or publication.

Moreover, because there is a lack of clarity about how the pool of holdback money varies over time with early release, it would appear that anyone intending to lien just after holdback has been released on a phased or annual basis, might find that for at least one invoice cycle there are no holdback funds available. If their subcontract is complete, their lien rights may expire before the holdback pool is significantly replenished.

Memorandum

To: Council

Susan Speigel
J. William Birdsell
Kimberly Fawcett-Smith
Christina Karney
Natasha Krickhan
Lara McKendrick
Deo Paquette
Greg Redden
Gaganjot (Gagan) Singh
Settimo Vilardi
Marek Zawadzki

Farida Abu-Bakare
Yan Ming (Pearl) Chan
Paul Hastings
Jennifer King
Michelle Longlade
Elaine Mintz
Clayton Payer
Kristiana Schuhmann
Andrew Thomson
William (Ted) Wilson

FOR COUNCIL MEETING
June 23, 2022
(open)
ITEM: 6.4.a

From: Communications Committee

Jennifer King
Carl Knipfel
Elaine Mintz
Arezoo Talebzadeh

Bill Birdsell
Joël León
Dana Seguin

Date: June 10, 2022

Subject: Communications Committee Update

Objective: To provide an update on current and ongoing communications-related activities for the OAA.

Highlights

[Doors Open](#)

[Strategic Plan](#)

[Podcasting](#)

[Website](#)

[Awards](#)

[Special Project Funding](#)

[E-communications](#)

[Social Media](#)

The Communications Committee gathered in a hybrid fashion on Tuesday, May 31, marking what might be the first in-person OAA Committee meeting at Moatfield since the pandemic was first announced in March 2020! Three Committee and four staff members were in person at the OAA Headquarters, with four other Committee members (and two staff guests) connecting through Zoom. The process was relatively smooth and collaboration went well.

At the meeting, Conference Manager Melanie Walsh joined to hear feedback and share information about last month's 2022 Conference, Inspiring Climate Action. Further discussions about the 2023 Conference, Designing for Dignity, will take place next month among select members of the Communications and Comprehensive Education Committees.

In August, Communications will have its next regularly scheduled gathering, and is poised to discuss the **location for the 2025 Conference** (Niagara Falls is already confirmed for 2024), as well as make selections regarding the Special Project Funding (SPF) program for Local Architectural Societies as well as the Public Awareness Sponsorship applicants.

Doors Open

After more than a four-year hiatus (the building renovation and the pandemic), the OAA Headquarters was once again part of Doors Open Toronto on the weekend of May 28–29. The event was well-attended, with more than 500 visitors throughout the weekend. Volunteers from the Toronto Society of Architects, the Comprehensive Education Committee, and Building Committee Chair Sheena Sharp, as well as OAA Communications staff, were instrumental.

Tours were very successful as a public engagement tool and will be considered on an ongoing basis. There is now consideration working toward a video tour for on-demand viewing on the OAA website and YouTube channel. Many other possible opportunities are emerging, including hosting students (K–12 or post-secondary), cross-pollination with TSA's Doors Open programming, and live, bespoke virtual tours. It is important to insert architecture and the OAA HQ within the broader story of sustainability and climate action to demonstrate relevance and garner visibility.

Strategic Plan

Executive Director, Kristi Doyle, offered a summary of the OAA's five-year Strategic Plan and its relevance to the Committee—particularly, the Public Education priority. To ensure buy-in, it will be essential to ensure the plan is communicated effectively to the membership and local societies, with a particular emphasis on the consultation process involved in arriving at the final plan. Local Societies will play a key advocacy role for the membership, given that this work is beyond the scope of the OAA's mandate. More work, in collaboration with a number of Committees, Council, and staff will take place on this front over the summer.

Podcasting

In conversation with OAA Staff, a candidate has been identified (**Peter Reynolds of “For the Record”**). The consultant will play an active role in project managing the podcast to reduce burden on staff.

For this initial season, the majority of funding will come from a previously approved Communication budget, but allocations may need to be revisited for 2023. Six pilot episodes will be recorded and released by late fall 2022. Initially suggested high-level topics include:

- climate action;
- issues related to equity, diversity, and inclusion as well as Truth and Reconciliation;
- topics related to practising architecture from the public perspective, including the relationship between clients and the profession, the roles of various professionals, etc;
- role of design in improving long-term care and other congregative projects post-COVID; and
- Pathways to entering the profession.

The goal is to make the podcast particularly accessible to members of the general public—using it as an opportunity for wider engagement.

An initial kickoff meeting with staff, the consultant, and the Communications Chair is scheduled for mid-June. After that initial discussion, a work plan will be completed to align the podcast with the strategic plan—this will be provided to Council as an FYI for the September meeting and show how the podcast will speak to both the goals and themes of the five-year plan. The consultant will be helping to determine success metrics and key performance indicators.

The current plan is for auditions for hosting to be held in July, identifying someone from within the profession who can effectively engage with an audience outside architecture. Call-outs will be in *OAA News* and in social media. (Interested Councillors can apply!) Host training, audio equipment setup, and scheduling of guests and recordings will take place throughout the summer. Recordings are currently planned for late summer and fall, with launch in September. “Advertising” will be both via the OAA’s traditional channels as well as some paid advertising on social media.

OAA Website

With the addition of the Strategic Plan, numerous tweaks have been made to the OAA Website, including the renaming of the Climate Stability pages as **Climate Action**, as well as providing links back to the goals and themes.

Work begins this month on the **Public Education Dashboard**, as previously discussed with the VP Communications and VP Education. A master document was reviewed in late January, however in the context of the five-year-plan further work was held pending finalization of the plan in order to determine how best to address the goals of the new Plan. With Conference and few COVID-related issues out of the way, work will continue to refine the dashboard to create a single resource page.

As mentioned in previous reports to Council, work is planned to continue on the new **OAA Contracts Suite** page, being developed in concert with Practice Advisory Services (PAS). A draft page has been created; staff awaits the new contracts to be finalized before the section is launched. Comms also continues to work with PAS regarding information related to the **CSA Standards Program**.

Work also continues with the Office of the Registrar regarding a **database for act enforcement**, a **searchable database for recent discipline/complaints**, and a **directory of those wishing to be mentors for the Internship in Architecture Program (IAP)**. This last component, which includes the option to provide a lot of information related to identity and practice, is currently in development with Enginess after consultation with the Interns Committee. There will be a draft page available shortly for review and testing.

Additionally, with dissolution of OAAAS, **two new statuses are being updated across channels**. Discussion continues with respect to the online Member Directory.

Web Updates (May-June 2022)

- 2022 OAA Conference Highlights;
- Update of on-demand Conference events on YouTube;
- OAAAS updates;
- CSA program updates;
- Internship in Architecture Program (IAP) and mentorship updates; and
- bOAAg: Members of Long Standing profiles.

Upcoming Priorities

- New Contract page updates/launch;
- Mentorship Directory launch;
- Creation of design competitions information page;
- Creation of public education dashboard;
- Act Enforcement/Discipline database; and
- inclusion of more resources, news, events, and education on Climate Action page.

OAA Awards

After being directed by Council in November 2021, the Committee continued to discuss modifications to the **OAA Service Awards** to ensure greater transparency, fairness, and equity, while bringing the awards program more in line with the strategic plan, other regulators, and a consultant report from five years ago. As 2023 is a SHIFT Challenge year (rather than Design Excellence and Service Awards), there was some breathing space to make these changes. With the Committee finding consensus, more information will be provided to Council in camera at its September meeting, and then announced in the fall.

Regarding the **Best Emerging Practice** award, Council had approved the desire to add a new criterion related to wellness and measures in place to create a positive work environment. This will be communicated with the membership before the call for entries next year (i.e. the 2024 awards season) and will be phrased as a direct question to practices submitting for the award: *“How do you engage and collaborate with your staff in establishing and delivering a positive working environment?”*

The **SHIFT2023** theme, human health, was approved by Council during Conference week. The Committee has already begun to consider potential members of the jury, which should comprise not only those in architecture, but other professions, like medical/healthcare/public health.

The official 2023 Call for submissions for SHIFT will begin after Labour Day (and coincide with a relaunched SHIFTCallenge.ca website), however staff will begin reaching out to Schools of Architecture/Colleges (and Schools of Public Health) before then, so they can build it into their course content curriculum. Submissions will close in mid-January, with a Jury Day in February, and selections announced in advance of the Conference in Sudbury.

Special Project Funding

OAA staff will reach out to Society Chairs about a voluntary “Project Funding” virtual meeting in late June to re-explain the current SPF system and how to apply in advance of the late-July deadline, and also explore the possibility of having recurring requests that do not need to be approved each year. Criteria include proven records of success (including attendance), support for the OAA’s strategic priorities, and a demonstration of scope warranting multi-year funding. There would be a higher burden of responsibility and reporting throughout the course of the award and a clear budget breakdown.

The meeting would also encourage Societies to consider projects that speak to the objects of the Act and/or the OAA’s strategic plan and its themes and pillars (including climate action, EDI, public outreach, etc).

Based on discussions with the Chairs, the Committee will share its suggestion for the process for recurring (three-year) funding requests with Council in the fall.

E-communications

In addition to the regular biweekly editions of the *OAA News* newsletter and the bimonthly *Practice Advisory*, numerous other “special bulletin” emails have been sent out since the last Council report. These include:

- Information for Intern Architects registered for the ExAC;
- Information on titles for members of the OAA Technology Program;
- Clarification to Student Associates on ROAC and IAP hours;
- Special News Bulletins to Intern Architects re: changes to IAP (note—this is part of ongoing communication over the last 18 months, including previous Special News Bulletins, numbers OAA News items, social media, and another planned Special News Bulletin to all those with OAA status)and
- Ongoing regular Regulatory Notices reminding members of the impending end to the Continuing Education cycle in June, focusing on the Equity, Diversity, and Inclusion requirement (specifically those who have not met this goal), as well as general information.

Social Media

The OAA, working with MCC, is uploading many special events from the Conference onto its **YouTube** channel, and sharing via social media, for on-demand viewing. Appendix 1 shares some of the social media analytics from the Association's partnership with MCC at the Conference, with the latter team providing takeaways from the various Continuing Education sessions.

As shown below, all social channels showed growth.

On **Instagram** and **Facebook**, posts and stories were used to share individual stories that appeared in *OAA News*, *Practice Advisory* newsletter as well as 2022 OAA Conference & Conference Wrap up (ConEd, Archifete, LAUNCH! Party, Plenary, etc).

Twitter was used to inform followers about news, events, 2022 OAA Conference & Conference Wrap up (ConEd, Archifete, LAUNCH! Party, Plenary, etc). Many events were also retweeted from sources such as the Toronto Society of Architects, RAIC, Rise for Architecture, *Canadian Architect*, *Building*, and *Architect*.

LinkedIn was used to share practice- and public-facing items, including academic surveys, *Practice Advisory* newsletters, Conference events, and ConEd sessions.



Followers: 7,151 **(up 100 from last report)**
Average Post Audience: 3,264



Followers: 7,841 **(up 10 from last report)**
Total Likes: 7,453 (34 up from last report)



Followers: 2,442 **(up 24 from last report)**

Total Likes: 2,040



Followers: 9,693 **(up 279 from last report)**

Post Impressions: 13,500

Action: For information only.

Attachments: Appendix 1.pdf



2022 event coverage summary

Results and insights from journalistic-style coverage of OAA conference

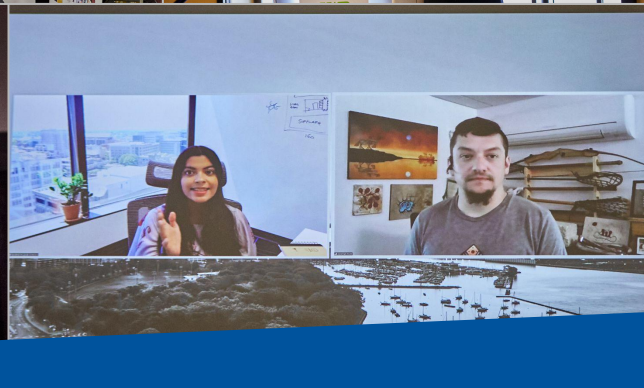
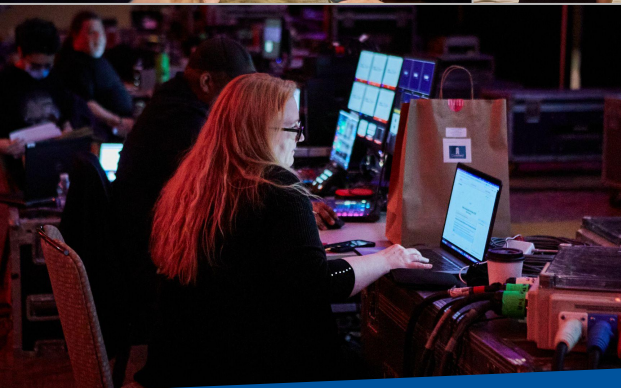


Event coverage overview

On May 11-13, DJG deployed a coverage team made up of a former journalist and photographers to capture and publish live insights at #OAAConf. The content from sessions, keynotes and workshops were shared as thought leadership on the OAA's Twitter, LinkedIn, Facebook and Instagram channels. Twitter served as a platform to share ongoing daily insights, and LinkedIn, Facebook and Instagram were used to share one thorough recap of each day.

The goal of content capture and storytelling in digital channels was to share insight as the OAA, positioning it as a thought leader and go-to source of key information shared by architects from across the province. Our objective was to bring the OAA's mission to life to increase its members' knowledge, skill, and proficiency, while serving the public interest.

This report captures key insights and results from LinkedIn and Twitter where we saw the biggest lift.



Audiences gravitated to snackable takeaways



Twitter content snapshot

 **oaarchitects**
@oaarchitects

Sustainability conversations need to change from being focused on just building greener, to discussing opportunities with regenerative design, says [@v1234](#).

"Regeneration means we look at how our buildings can give back."

[#OAAConf](#)



4:52 PM · May 11, 2022 · Twitter Web App

 View Tweet analytics

2 Retweets 6 Likes

 **oaarchitects**
@oaarchitects

"We are not giving it a spray tan. We are giving it a new heart, a new brain, and maybe new skin."

Andrea Yee of [@WSPCanada](#) is talking about the opportunity we have to reduce carbon operation of buildings.

And she's talking about retrofits, not new builds.


[#OAAConf](#)



11:34 AM · May 13, 2022 · Twitter Web App


 View Tweet analytics

1 Retweet 5 Likes


 **oaarchitects**
@oaarchitects

Cement has shaped a lot of the built environment, but that has come at a massive carbon cost.

As [@LWGlaiholtBowles](#) of [@GlaiholtBowles](#) noted at [#OAAConf](#), roughly 8% of global emissions are caused by the cement industry.



3:27 PM · May 11, 2022 · Twitter Web App

 View Tweet analytics

1 Quote Tweet 5 Likes

 **oaarchitects**
@oaarchitects

In most cities, existing buildings make up about 55% of all emissions in their greenhouse gas ([#GHG](#)) inventories. By comparison transportation is 36%, says Antoni Paleshi of [@WSPCanada](#).

[#OAAConf](#)



10:54 AM · May 13, 2022 · Twitter Web App

 View Tweet analytics

2 Retweets 3 Likes

Results summary



Tweets

118 ↑218.9%



Tweet impressions

30.3K ↑88.4%



Profile visits

7,033 ↑98.0%



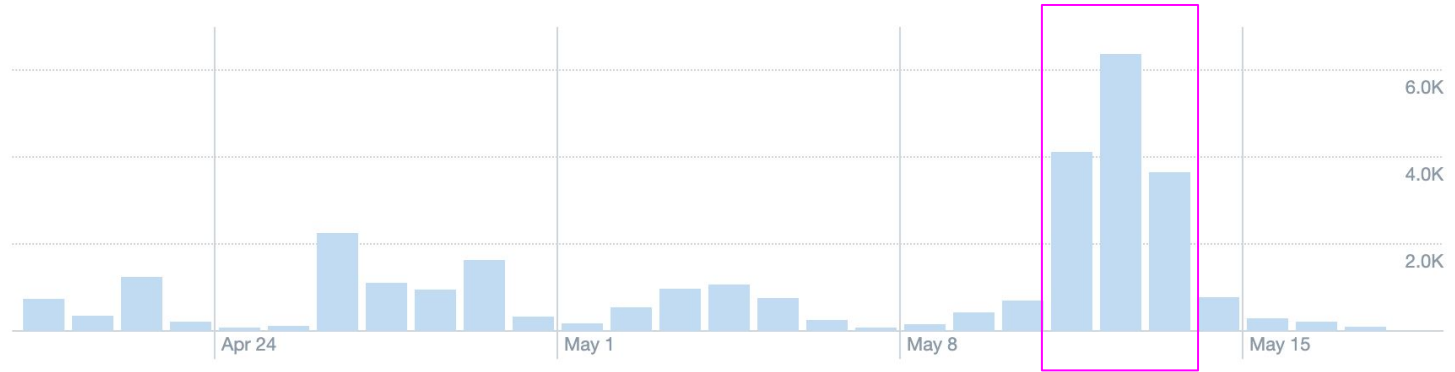
Mentions

80 ↑23.1%



Overview: This data shows the lift in reach and profile visits in the last 28 days when compared to the previous month. Sharing key insights with audience members in real-time on Twitter drove a spike in engagement, views and mentions from others above normal. Some of the key takeaways published generated nearly 3x as much engagement when compared to a normal month's engagement rate.

Results summary

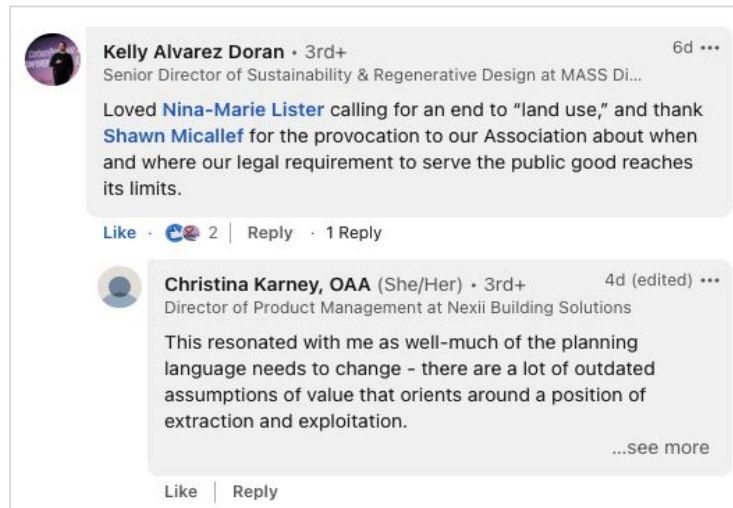
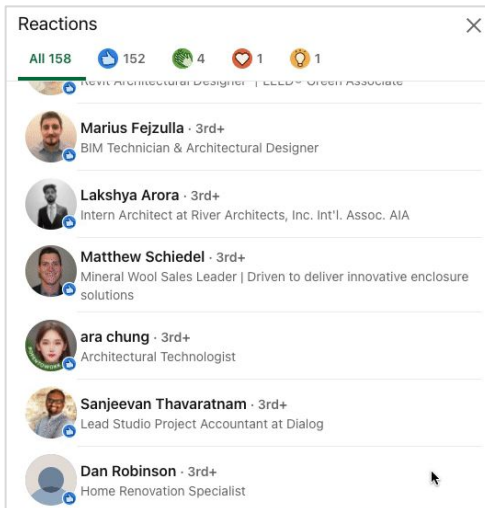
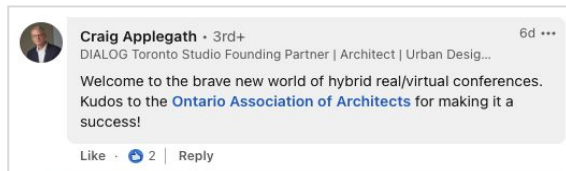
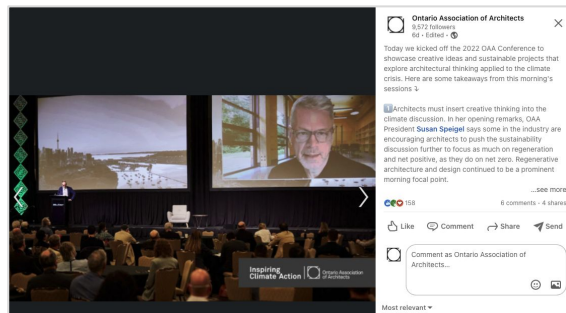


#OAAConf saw higher organic reach in the three days of the event than any other point this year.

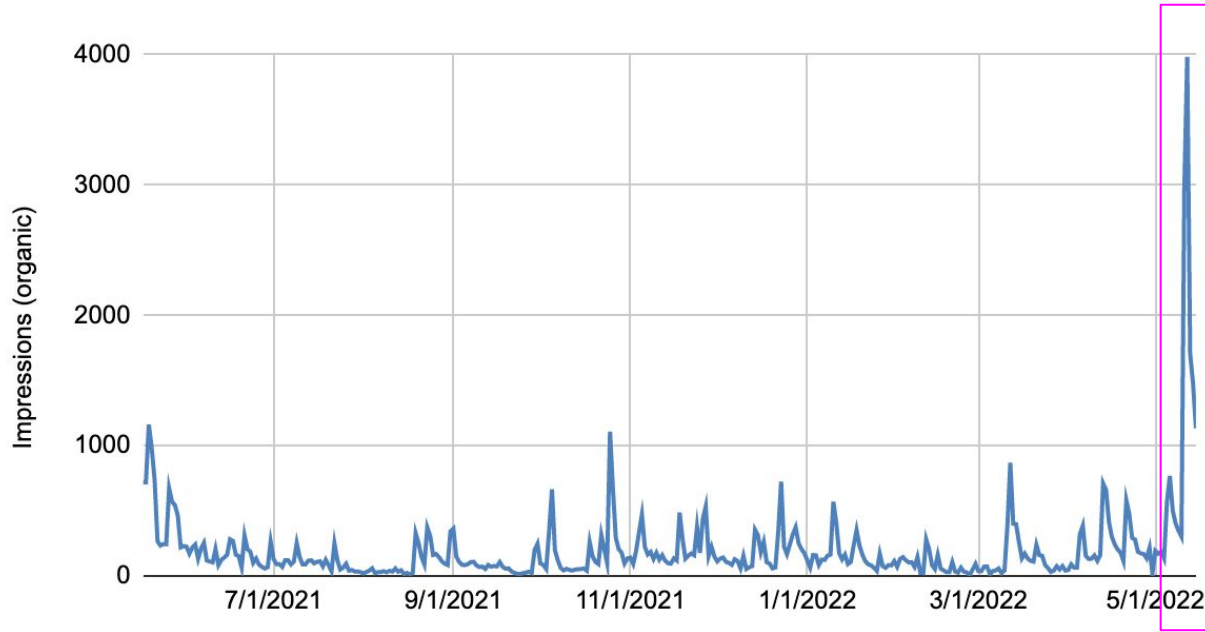
Industry insights drive reach and engagement



LinkedIn engagement

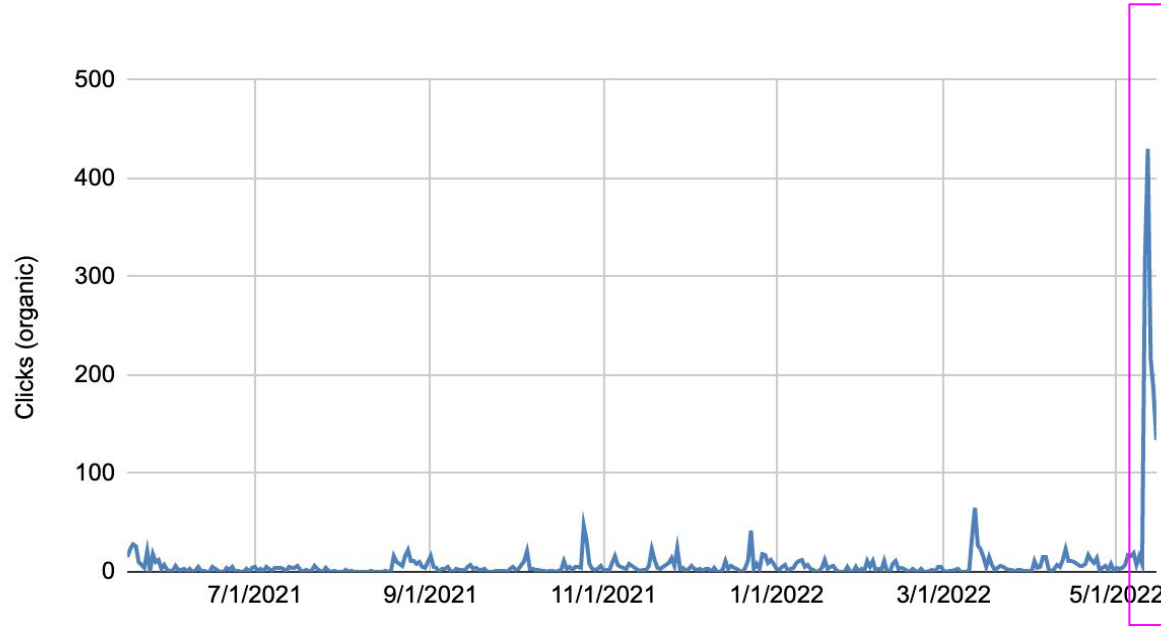


Views of content



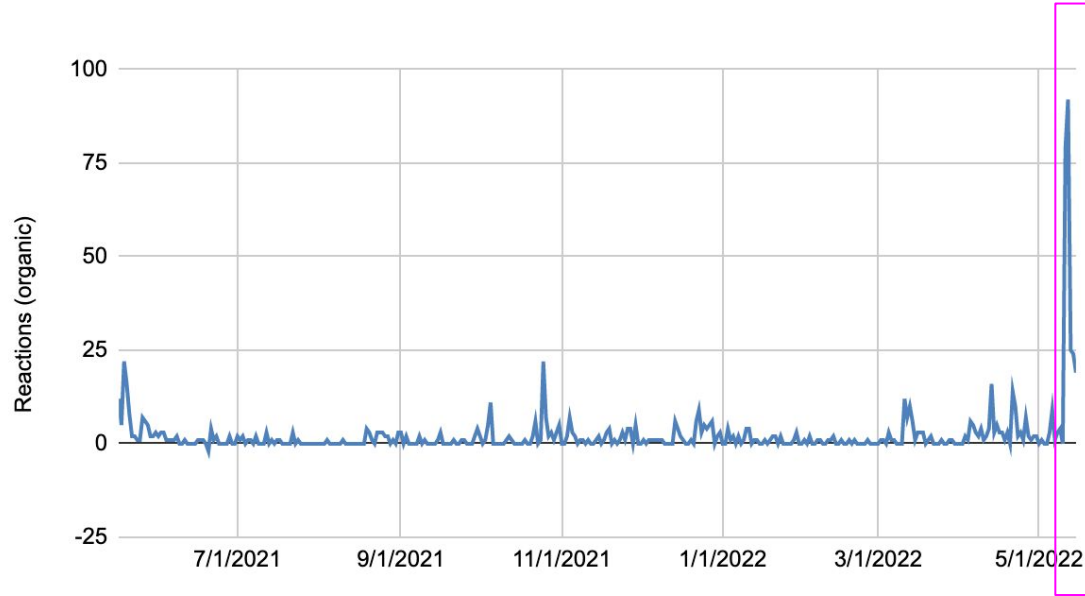
Daily journalistic recaps on LinkedIn drove the **highest number of views of any content published in the last year**. The average views on content prior to conference is 173 per post. Journalistic content captured during conference attracted an average of 2,257 views by comparison.

Clicks on content



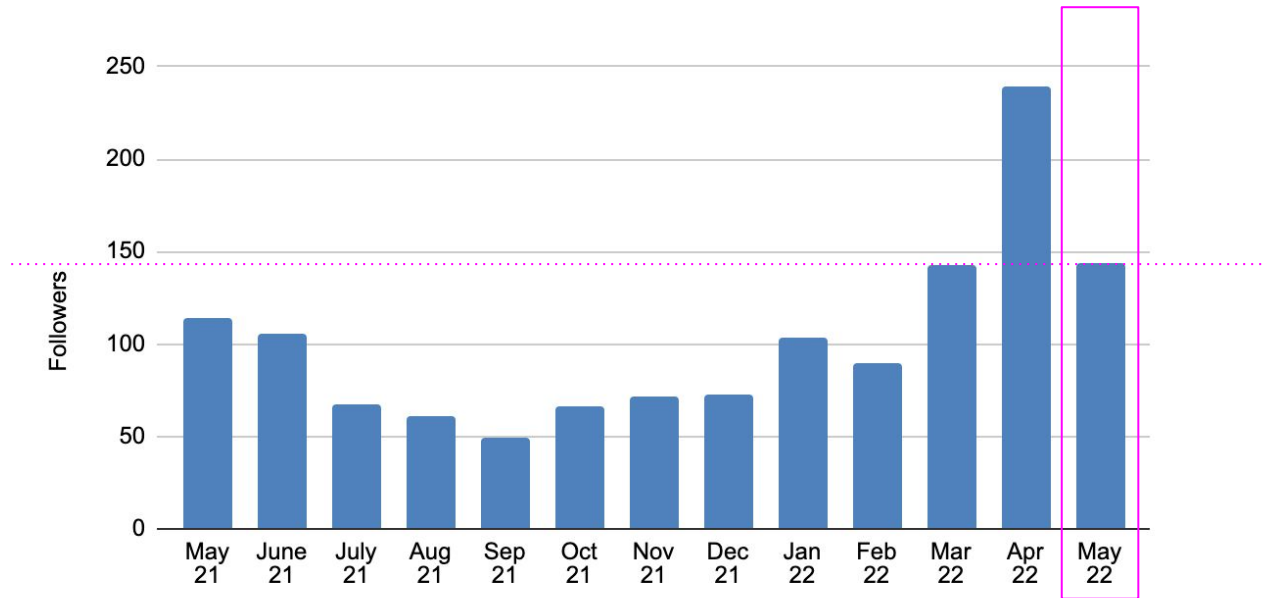
A click on LinkedIn is when someone clicks on a post in their feed to view it in full. By default they only see an excerpt, so clicks are an important engagement metric to gauge interest. Daily journalistic recaps on LinkedIn drove the **highest number of clicks of any content published in the last year**. The average clicks on content prior to conference is 5 per post. Content captured during conference attracted an average of 256 clicks by comparison.

Reactions on content



Reactions such as likes are important engagement indicators that tell LinkedIn's algorithm that the content is interesting and to show it to more people. Daily journalistic recaps on LinkedIn drove the **highest number of reactions of any content published in the last year**. The average number of reactions on content prior to conference is 2 per post. Content captured during conference attracted an average of 48 clicks by comparison.

Follower growth



Content shared during conference also attracted new followers. The LinkedIn page grew by 144 followers in the first two weeks of May, which is the second highest month of growth in the last year — and it's only two weeks' of data, compared to entire months.

Key takeaways

Key takeaways

- Snackable content works to drive engagement on Twitter.
- Mentioning other firms increases the likelihood they will engage.
- There is an opportunity to share editorial insights at events to position the OAA as a thought leader.
- Outside of events, sharing others' insights is likely to get above-average engagement outside of regulatory and event announcements.
- Sharing others' thoughts is an effective (and safe) way to touch on lightning rod topics by having someone else say and the OAA can quote it.
- We are still seeing audiences engage with event content a week after it has ended.

Memorandum

To: Council

Susan Spiegel	Farida Abu-Bakare
J. William Birdsell	Yan Ming (Pearl) Chan
Kimberly Fawcett-Smith	Paul Hastings
Christina Karney	Jennifer King
Natasha Krickhan	Michelle Longlade
Lara McKendrick	Elaine Mintz
Deo Paquette	Clayton Payer
Greg Redden	Kristiana Schuhmann
Gaganjot (Gagan) Singh	Andrew Thomson
Settimo Vilardi	William (Ted) Wilson
Marek Zawadzki	

FOR COUNCIL MEETING
June 23, 2022
(open)
ITEM: 6.5.a

From: Paul Hastings Vice President Regulatory
Christie Mills Registrar

Date: June 13, 2022

Subject: Activities Under the Registrar – Apr 27 to June 8, 2022

Objective: Statistical Update

Experience Requirements Committee (ERC): There were no ERC assessment interviews during this period. Work is well underway to update current assessment questions as well as create a back up set for second/follow-up interviews and overall resiliency. The ERC panel will also work to identify any gaps in assessment questions to ensure alignment with latest version of the IAP and the ROACⁱ (formally CALA) Canadian competency standards for architects.

Complaints Committee: There are currently seven active complaints, two in the preliminary review stage, and twenty inquiries in receipt. One complaint is being held in abeyance in respect of concurrent litigation. Work is progressing with the new Coordinator, Investigations to leverage a database case management feature recently launched in iMIS. This forms part of the overall operational review recommendations related to better OAA data management.

Public Interest Review Committee (PIRC): No meetings during this period.

Discipline Committee: There are three active Discipline matters; one hearing is scheduled for July 2022. There are 28 non-compliance matters related to the 2018-2020 ConEd cycle which will be administered via the OAA written hearing process likely scheduled for this August.

Registration Committee: There were no Registration Committee hearings during this time period.

Act Enforcement: There have been 149 investigations to date in 2022 and currently 36 active matters under investigation related to misuse of the term “Architect” or “Architecture” or otherwise holding out. Three Registrar’s Investigations are ongoing as well as one Good Character investigation.

For the fall of 2022 the Deputy Registrar and Coordinator Investigations will be creating a new feature on the website related to Act enforcement. In an effort to enhance transparency of its ongoing enforcement measures, the OAA will be publishing a list of names of people and/or companies that the OAA is currently investigating for purported breaches of the Act. A list of recently resolved Act enforcement matters will be published on the OAA website, in summary form¹. Going forward, old resolutions will be archived on the OAA website on an annual basis.

The OOTR is confident that these enhancements to the existing administration of the Act enforcement process will serve the public interest by enhancing public awareness about individuals and companies who are not licenced nor registered by the OAA and who may have been misleading the public about their training, qualifications, and ability to take on work in the protected scope of practice.

Injunction: One injunction has been launched related to holding out and unauthorized practice.

Action: **None. For Information Only.**

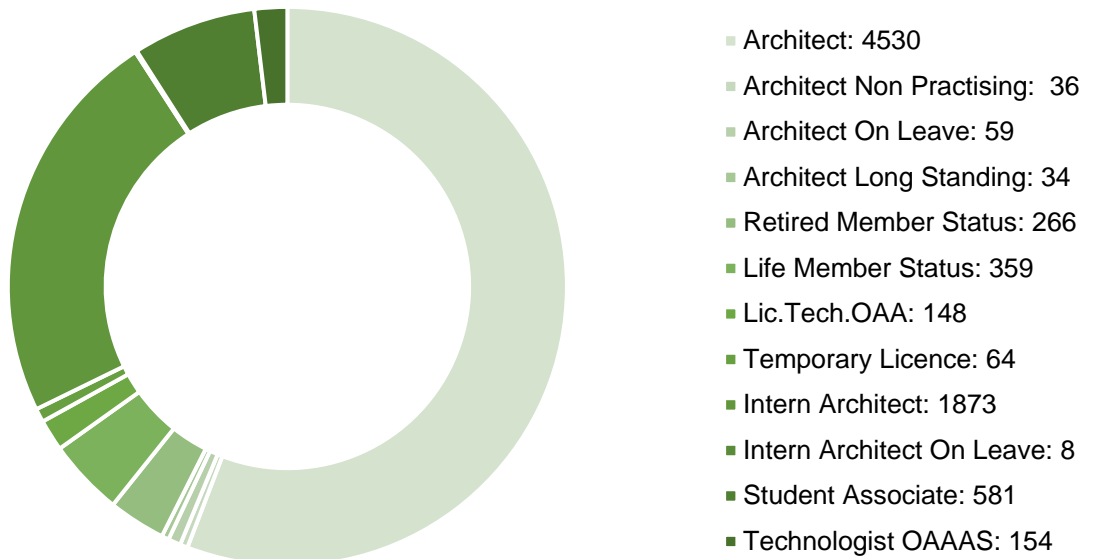
Attachments: Activities Under the Registrar Statistical Report

ⁱ ROAC is the Regulatory Organizations for Architecture in Canada; formally CALA.

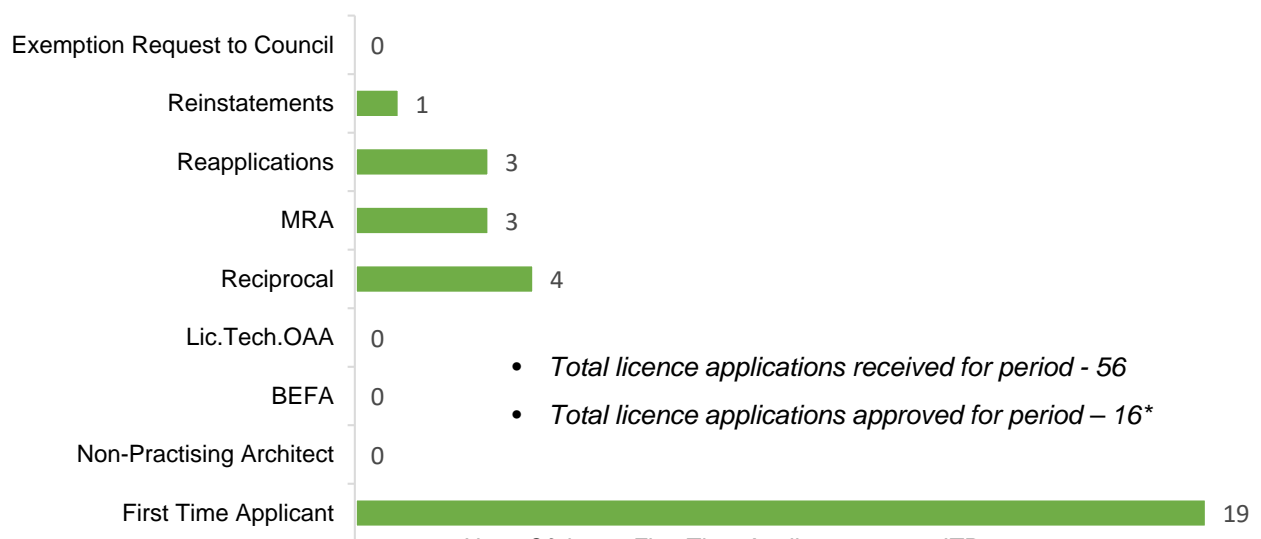
¹ Resolutions of Act Enforcement matters will only be published on the OAA Website when the person(s) or company who has breached the Act offers building design services to the public

OAA Community as of June 8, 2022

OAA Individual Status Distribution



Licence Application Approval Distribution for period Apr 27– June 8, 2022

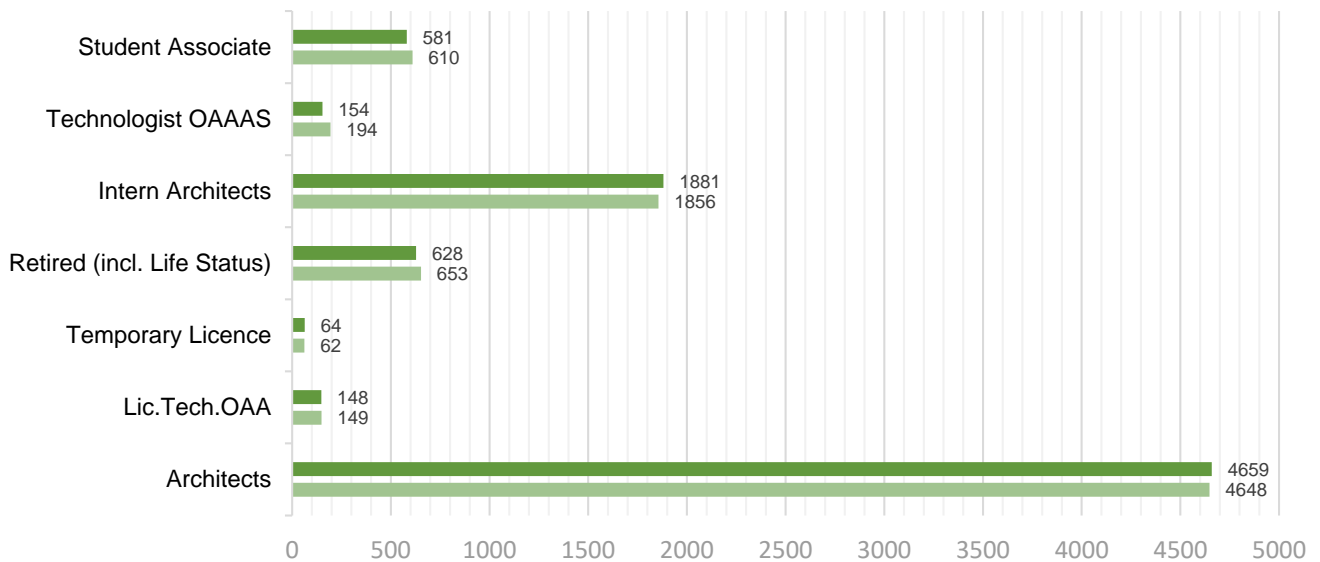


Note: Of the 33 First Time Applicants 8 were ITP.

** Many applicants waiting for July reduced fee amount.*

Growth in Individual Status for period Apr 26 – June 8, 2022

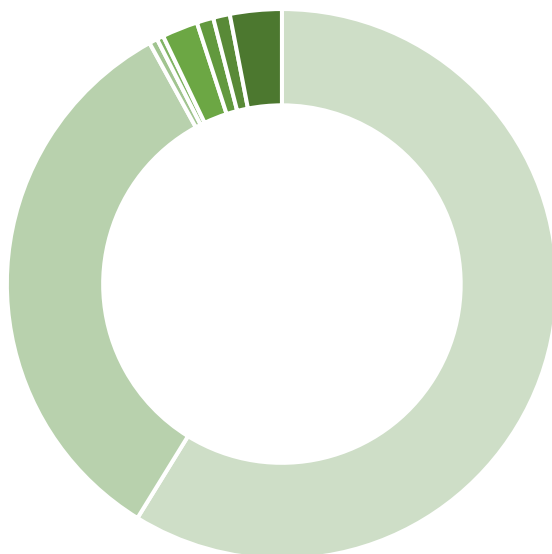
■ 2022 June ■ 2022 Apr



- *Total Intern Architect Applications Received for the period - 50*
- *Total Student Associate Applications Received for the period - 46*

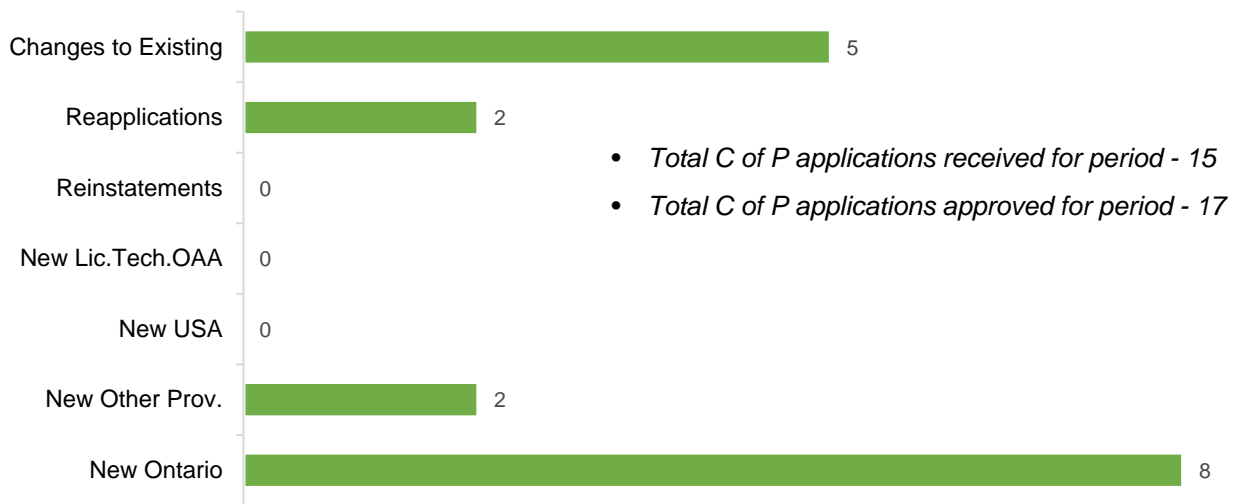
Certificate of Practice as of June 8, 2022

OAA Certificate of Practice Distribution

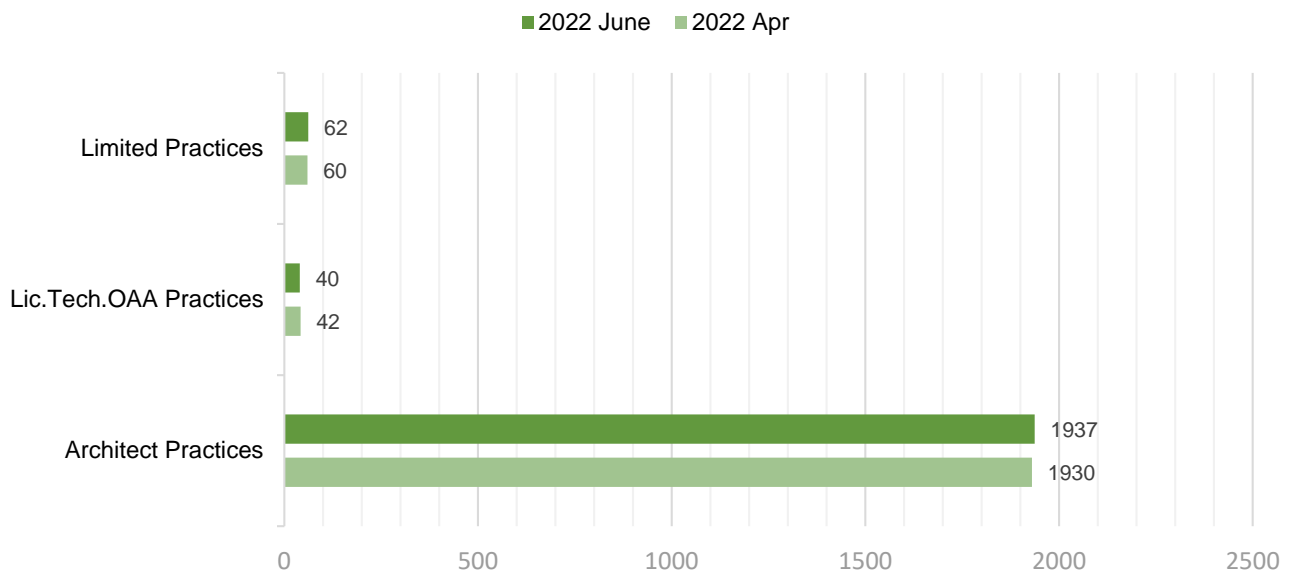


- Architect Corporation: 1199
- Architect Sole Proprietor: 677
- Architect Partnership of Corp: 10
- Architect Partnership of Members: 8
- Architect Partnership: 43
- Lic.Tech.OAA Corporation: 20
- Lic.Tech.OAA Sole Proprietor: 20
- Limited Practice: 62

Practice Application Approval Distribution period Apr 27 – June 8, 2022



Growth in Certificate of Practice period Apr 27 – June 8, 2022



Memorandum

To: Council

Susan Speigel
J. William Birdsell
Kimberly Fawcett-Smith
Christina Karney
Natasha Krickhan
Lara McKendrick
Deo Paquette
Greg Redden
Gaganjot (Gagan) Singh
Settimo Vilardi
Marek Zawadzki

Farida Abu-Bakare
Yan Ming (Pearl) Chan
Paul Hastings
Jennifer King
Michelle Longlade
Elaine Mintz
Clayton Payer
Kristiana Schuhmann
Andrew Thomson
William (Ted) Wilson

FOR COUNCIL MEETING
June 23, 2022
(open)
ITEM: 6.5.b

From: Farida Abu-Bakare, Chair, Interns Committee

Date: June 10, 2022

Subject: Interns Committee Update

Objective: To update Council on the Interns Committee Activities

Upon Council approval, the Interns Committee Comprehensive Research Report is now available on the OAA website. The report examines themes related to professional challenges and opportunities (social, psychological, economic and workplace settings), the Internship in Architecture Program, career experiences and professional networking.

The Communications department is working with Enginess (website development consultant) to create a searchable mentorship database on the OAA website. OAA members may fill out an online form in order to populate the database. Information provided is voluntary. Mentors may self-identify based on gender, race, language, sexuality, disability, interest, experience, practice sectors etc. The purpose is to facilitate the connection between candidates in the Internship in Architecture Program (IAP) and the OAA Technology Program (OTP) looking for mentors from specific communities. Development details of the mentorship database were shared with the Interns Committee and changes were incorporated based on Committee review and recommendations. A demo or beta version will follow shortly with implementation planned for this summer.

In addition, given the desire for more members to become mentors, the OAA has begun to include a call for mentors within the OAA News bulletins since January 2022.

The Committee is in the process of organizing the next virtual Meet the OAA event – this will mark its third year. The planned 2022 Meet the OAA event will a joint collaboration with the TSA scheduled on October 13 with a specific focus on the multiple paths to licensure. Invited speakers will include OAA, TSA, CACB and CASA. Committee to gather information, resources, notes and speakers in the coming months.

Action: For information only.

Attachments: None

Memorandum

To: Council

Susan Speigel	Farida Abu-Bakare
J. William Birdsell	Yan Ming (Pearl) Chan
Kimberly Fawcett-Smith	Paul Hastings
Christina Karney	Jennifer King
Natasha Krickhan	Michelle Longlade
Lara McKendrick	Elaine Mintz
Deo Paquette	Clayton Payer
Greg Redden	Kristiana Schuhmann
Gaganjot (Gagan) Singh	Andrew Thomson
Settimo Vilardi	William (Ted) Wilson
Marek Zawadzki	

FOR COUNCIL MEETING
June 23, 2022
(open)
ITEM: 6.6.a

From: Deo Paquette, Vice President Practice

Date: June 9, 2022

Subject: Report from Vice President Practice

Objective: To update Council on activities of the Practice Portfolio.

Activities Report – Vice President Practice (since last Council meeting in May 2022)

- OAA Council Meeting: May 10, 2022
- 2022 OAA AGM: May 12, 2022
- Practice Resource Committee: May 19, 2022
- OAA OGCA Best Practices Committee: May 19th
- Executive Committee Meeting: June 8, 2022

Activities Report – COVID-19 Webpage:

Latest updates to the [webpage](#) reflect the current status in the Province which continues to gradually ease public health measures. [The Province](#) is reportedly seeking to erase all remaining directives and orders by June 11, 2022.

The OAA continues to monitor the situation and refresh the content on the COVID-19 webpage as the situation evolves. Proposed updates to the webpage content have been made with a view to correctly reflecting the prevailing conditions and service level requirements of the profession. Included in these updates are the retiring of material no longer relevant to current operations.

Activities Report – Practice Advisory Services (Key Items)

OAA Hotline: PAS received about 581 calls between January 1, 2022 and June 1, 2022. (Note: This may include multiple calls about the same topic). This number does not include email correspondence.

Update on Requests for Proposals (RFPs) monitoring:

Since the start of 2022, we have received 12 full RFP's, of which 9 were reviewed. No RFP Alerts have been issued for the period. The number of requests for full RFP review remains lower than pre-COVID-19. Many requests come in too close to the closing date, leaving insufficient time to review the RFP or engage with the issuing authority; however, PAS has received an increasing number of requests to review specific clauses rather than full RFPs. PAS's ability to respond to RFP review requests has been reduced by other staff commitments.

Update to OAA Contracts:

Refer to June 2022 Council Memo entitled ***OAA Contract Suite 2021 – Progress Report #3*** for an update on the project.

CSA Subscription – Update:

The 2022/2023 subscription period [CSA Standards Access Program](#) came into effect on June 1st. Members have free viewing access to all CSA standards referenced in the Ontario Building Code or National Building Code of Canada, including previous versions of the standards, and to both English and French versions where available. Additionally, this year's subscription includes three new additions:

- CSA A460:19 Bird-friendly Building Design;
- CSA A500:16 (R2021) Building Guards; and
- CSA Z250:21 Process for Delivery of Volumetric Modular Buildings.

A robust communication plan is being rolled out in coordination with the Communications team, starting with promos at the OAA Conference along with a notification to members in the May issue of the [Practice Advisory](#).

Other Projects and Initiatives under the Practice Portfolio

Practice Advisory e-newsletter – [Issue 18](#): The latest e-newsletter was issued on May 27, 2022. The issue includes the second installment in the series highlighting existing OAA resources and common themes arising from the Hotline. Additionally, there was an article notifying members of the updates made to [Practice Tip PT.03](#). Members were brought up-to-date with recent

legislative changes, including the notice of publication of [the 2020 National Model Codes](#), updates made under the [More Homes for Everyone Act](#) among others. Visibility was also given to Pro-Demnity's [Issue #18 of The Straight Line](#) along with a reminder to members on the June 3rd start of summer hours of operation at the OAA.

Supporting Committees and departments at OAA: PAS provides feedback on interdepartmental projects.

Website update: PAS continues to work with Communications on updating the library of Practice documents and web content.

Committee Updates

Practice Resource Committee (PRC): PRC reviewed and commented on a set of documents and tools geared towards serving both members' and the general public. Included were suggested wording for FAQs on site safety and on whether architects should be bonded in response to RFPs. The committee also discussed an updated draft of a suggested tool to aid members in the process of arriving at billable hours, overhead costs, and the rate to be charged to achieve a desired income level. Other items in progress include a ***Survivors Guide to Incapacitation*** and a draft ***OAA Standard Form for Extra Services or Contract Change***. Many of these items arose from trends in membership queries received by PAS.

At their May meeting, the Committee reviewed the draft OAA 800 and 900 contracts in anticipation of submission to Council.

Action: **None. For Information Only.**

Attachments: None.

Memorandum

To: Council

Susan Speigel	Farida Abu-Bakare
J. William Birdsell	Yan Ming (Pearl) Chan
Kimberly Fawcett-Smith	Paul Hastings
Christina Karney	Jennifer King
Natasha Krickhan	Michelle Longlade
Lara McKendrick	Elaine Mintz
Deo Paquette	Clayton Payer
Greg Redden	Kristiana Schuhmann
Gaganjot (Gagan) Singh	Andrew Thomson
Settimo Vilardi	William (Ted) Wilson
Marek Zawadzki	

FOR COUNCIL MEETING
June 23, 2022
(open)
ITEM: 6.7.a

From: Natasha Krickhan, Vice President Education

Date: June 9, 2022

Subject: Report from Vice President Education

Objective: To update Council about activities under the Vice President Education portfolio

Highlights

[Activities Report – Vice President, Education](#)

[Education and Development Portfolio Update](#)

[Comprehensive Education Committee Update](#)

Activities Report – Vice President, Education

April 27th, 2022 - Executive Committee Meeting

May 10th, 2022 - Council Meeting

May 11th, 2022 – Meeting with Vaidila Banelis, Zeidler Architecture, Jane Zeidler, (widow of Eb Zeidler) and Kate Zeidler, Interior Designer (daughter of Eb Zeidler) re: documentary idea re: Eb Zeidler Architect, office and staff

May 13th, 2022 - Moderator for Conference virtual session "Finding Common Ground: Protecting Soil Biodiversity and Integrity in Design."



May 29th, 2022 – OAA Doors Open - OAA representative and assisted Cynthia Mykytyshyn with the tours at 11am and 1pm, providing commentary and answering questions from the public (with Christina Facey OAA CEC member at the 11am tour only)

May 31st, 2022 – OAA Architecture Education K-12 guide. Meeting with Kristi Doyle, Ellen Savitsky, Susan Spiegel

June 7th, 2022 - Meeting with Passive House Canada's Education Team Lead, Caroline Thibault and Account Manager, Luiz Bezerra (Civil Engineer, Certified Passive House Designer).

June 8th, 2022 - Executive Committee meeting

June 8th, 2022 - Comprehensive Education Committee meeting

Education and Development Portfolio Update

1. Cycle 2021-2022 - Mandatory requirement on Equity, Diversity and Inclusion

As of June 9, 2022, approximately 75% of the membership is compliant with the mandatory requirement for a minimum one learning hour of accredited programming focused on Equity, Diversity, and Inclusion (EDI). To assist members to comply with the mandatory requirement, the following two EDI webinars are available before the end of the cycle.

- Jun 16, 2022 Minimizing Unconscious Bias in the Hiring Process
- Jun 21, 2022 The Business Case for Equity, Diversity, and Inclusion

Those who do not meet the EDI requirement by the end of the cycle, will be provided with an opportunity to comply by attending one of the following EDI webinars that are scheduled outside of the current cycle. It is noted however that they will be considered non-compliant with the requirements of the continuing education program if this requirement is not met by June 30 and subject to the same process as all non-compliant members.

- July 12 Minimizing Unconscious Bias in the Hiring Process
- July 28 Human Rights in the Workplace
- August 18 The Business Case for Diversity

To remind members of the upcoming end of the cycle as well as of the mandatory EDI requirement, personalized regulatory notices were circulated to all OAA members on January 10, February 9, March 31, and June 9. The last regulatory notice on the end of the continuing education cycle is scheduled for June 23, 2022.

2. Continuing Education Webinars Series

Work continues on the development of the following webinars that will be offered in July – December of 2022. To ensure greater outreach, the three webinars featuring updated OAA Contracts will be made available at no cost to members and non-members.

- OAA Contract Suite – 2021: Overview of the Updated Contracts
- OAA Contract Suite – 2021: The New OAA 600 (Long form)
- OAA Contract Suite – 2021: The New OAA 800 (Short Form)
- Webinar by Canadian Standards Association
- The Mechanics of Commissioning
- Webinar on Energy Modelling
- Encapsulated Mass Timber
- Regenerative Design
- Alternative Solutions
- Succession Planning
- Heritage Planning

3. Course “Fundamentals of Running an Architectural Practice”

Work continues to move forward with the development of the online course “Fundamentals of Running an Architectural Practice” on the online platform at University of Toronto, School of Continuing Studies. The content development is now completed. Work is underway to incorporate content into the online platform. The online course is scheduled to be launched in the fall of 2022.

Comprehensive Education Committee (CEC) Update

1. Continuing Education Cycle 2022-2024. Mandatory requirement on Climate Stability, Sustainability and Energy Conservation

In January, 2022, Council approved the direction that each member will be required to complete two hours of structured learning during the next Continuing Education cycle which begins July 1, 2022 that is focused on addressing the climate crisis, sustainability and/or energy conservation.

To assist members to comply with the mandatory requirement, Natasha Krickhan, VP Education reached out to the Passive House Canada to explore partnership opportunities. The following is a summary of possible offerings:

- A. *Promo Code Option*. This is one of the options to allow OAA members to obtain discounts for Passive House training.
- B. *Passive House Webinar*. This free webinar will be an introduction to the Passive House Canada, to be offered as part of the Continuing

Education Webinar Series. (refer to the Appendix A – Passive House Canada PPP)

- C. *OAA Scholarship*. This option could be made available to selected OAA members, who do not qualify for existing training related Government grants.

The conversation with the Passive House Canada continues in order to prepare a more detailed report and intent to make a recommendation to Council in September.

2. Special CEC Activities to occur between May-December 2022

The following events are among those planned for the remainder of the year:

- **“Meet the OAA”** (to be organized with the Interns Committee and the Communications Committee.) Intended Audience: Architecture students and Student Associates at the 5 schools of Architecture in Ontario. Proposed Date: Fall 2022
- **“Welcome to the IAP”** (to be organized by the Comprehensive Education Committee). Intended Audience: Intern Architects and Student Associates. Proposed Date: early/mid Summer 2022

3. Architecture Education for Students

The work continues on the development of the K-12 Education Guide. A separate memo is submitted to Council to consider in camera.

Action: No Action required.

Attachments: Appendix A – Passive House Canada PPP

PASSIVEHOUSE CANADA

Build better.
Feel better.

Build better.
Feel better.





Passive House Canada acknowledges the ancestral and unceded territory of all the Métis, Inuit and First Nations people that call this land home

PASSIVEHOUSE
CANADA

Speaker

Luiz Bezerra, CPHD

Senior Manager

Passive House Canada

www.passivehousecanada.com

Luiz.bezerra@passivehousecanada.com



**PASSIVEHOUSE
CANADA**

Agenda:


- Introduction
- Courses Presentation
 - Introductory Courses
 - Pathway to Designer / Consultant Certification
 - Pathway to Trades Person Certification
 - Masterclasses
- Initiatives
- Upcoming Schedule
- Investment
- Membership

**PASSIVEHOUSE
CANADA**

PASSIVEHOUSE
CANADA

Why does Passive House Canada exist?

- To make zero emission buildings known and adopted by government, industry and the public.
- To support government and industry in the transition to high-performance buildings through education, certification and policy development.
- To make our planet a better place for us and future generation



PASSIVEHOUSE
CANADA

How do we do our Work?

- We advocate for the Passive House Institute building standard, globally recognized as the best building standard for high-performance buildings.
- We advocate for construction best practices and the best choices for carbon neutral materials.
- We advocate for better buildings where people would have Year-round healthy indoor air quality and temperature, quiet and comfortable throughout the changing season, substantial reduction in energy use and operating costs, simple to use, durable systems, priceless peace of mind.



PASSIVEHOUSE
CANADA

Who is Passive House Canada?

- Membership based social enterprise
 - Advocacy
- Education and professional development
 - Technical services
- Members, staff and instructors located across Canada



Education is the passport to the future, for tomorrow belongs to those who prepare for it today

The most common question:
*“What course is the right one for
me?”*

The worst answer: **It depends**

PASSIVEHOUSE
CANADA

Passive House for Starters

Introductory Courses

PASSIVEHOUSE
CANADA

Where should I start?

- Basic Understanding Passive House Building (50)
 - Online – Pre recorded
 - How long: 4 hours
 - Recommended: Homeowners, realtors
- Introduction to Passive House High Performance Buildings (90)
 - Online – Live
 - How long: 8 hours (4 meetings / 2 hours per meeting)
 - Recommended: developers, project coordinators, subcontractors and component suppliers, architects, engineers, architectural technologists and other design professionals, municipalities.

**PASSIVEHOUSE
CANADA**

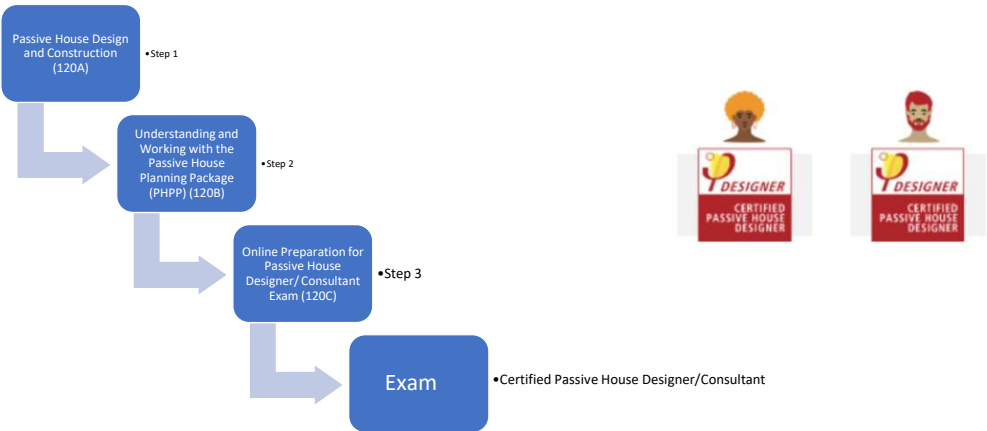
**PASSIVEHOUSE
CANADA**

I want to know more, What`s next?

How to become a Certified Passive House Designer
/ Consultant?

Designer / Consultant Pathway to Certification

What is the Pathway to Certification?



PASSIVEHOUSE
CANADA

Designer / Consultant Pathway to Certification

- Passive House Design and Construction (120A)
 - Live Online
 - How long: 32 hours (8 meetings / 4 hours per meeting)
 - Recommended: Architects, engineers, design professionals, site supervisors, general contractors, building inspectors, city planners, homeowners, investors and suppliers.



This is where your journey begins!

PASSIVEHOUSE
CANADA

Designer / Consultant Pathway to Certification

- Understanding and Working with the Passive House Planning Package (PHPP) (120B)
 - Live Online
 - How long: 24 hours (6 meetings / 4 hours per meeting)
 - Recommended: those who will be directly involved in the design, construction and energy modelling of Passive House buildings, including architects, engineers and design professionals. Also, for anyone pursuing the Certified Passive House Designer/Consultant designation.



PASSIVEHOUSE
CANADA

Designer / Consultant Pathway to Certification

- Online Preparation for Passive House Designer/Consultant Exam (120C)
 - Live Online
 - How long: 16 hours (4 meetings / 4 hours per meeting)
 - Recommended: This course is recommended for anyone pursuing the Certified Passive House Designer/Consultant designation.



PASSIVEHOUSE
CANADA

Designer / Consultant Pathway to Certification

- EXAM

- Live Online
- How long: 3.5 hours
- 32 questions (including a design task)
- 50% is required to pass.



**PASSIVEHOUSE
CANADA**

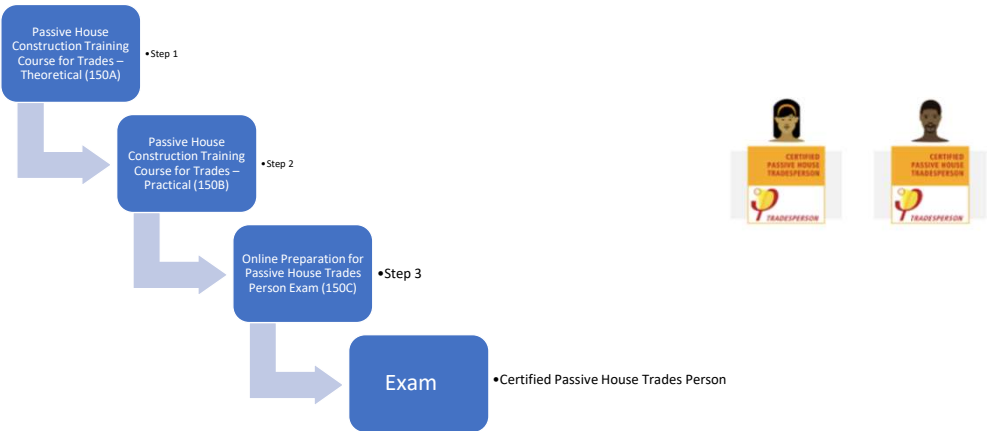
**PASSIVEHOUSE
CANADA**

I want to know more, What`s next?

How to become a Certified Passive House Trades
Person?

Trades Person Pathway to Certification

What is the Pathway to Certification?



PASSIVEHOUSE
CANADA

Trades Person Pathway to Certification

- Passive House Construction Training Course for Trades – Theoretical (150A)
 - Live Online or **In person**
 - How long: 12 hours (3 meetings / 4 hours per meeting)
 - Recommended: General Contractors, carpenters, site supervisors, construction managers, windows installers, anyone in construction.



This is where your journey begins!

PASSIVEHOUSE
CANADA

Trades Person Pathway to Certification

- Passive House Construction Training Course for Trades – Practical (150B)
 - **In person**
 - How long: 12 hours (3 meetings / 4 hours per meeting)
 - Recommended: General Contractors, carpenters, site supervisors, construction managers, windows installers, anyone in construction.



PASSIVEHOUSE
CANADA

Trades Person Pathway to Certification

- Online Preparation for Passive Trades Person Exam (150C)
 - Live Online
 - How long: 4 hours (1 meeting)
 - Recommended: This course is recommended for anyone pursuing the Certified Passive House Trades person designation.

PASSIVEHOUSE
CANADA

Trades Person Pathway to Certification

- EXAM

- Live Online
- How long: 3 hours
- Exam Structure
 - Passive House Basics: 18 questions
 - Specialization on Building Envelope: 15 questions
 - Specialization on Building Services: 13 questions
- 50% is required to pass in all the subjects.



**PASSIVEHOUSE
CANADA**

Now I`m Certified, What`s next?

Master Classes

**PASSIVEHOUSE
CANADA**

Education – Master Classes

- **Achieving the Passive House Standard for Existing Buildings**
 - Live Online
 - How long: 16 hours (4 meetings / 4 hours per meeting)
 - Recommended for anyone engaged in the design and rehabilitation of existing buildings to the Passive House standard. Architects, tradespeople, building-owners.
 - PHI Credit: 20 units

PASSIVEHOUSE
CANADA



Education – Master Classes

- **A Pattern Language from Passive House**
 - Live Online
 - How long: 12 hours (4 meetings / 3 hours per meeting)
 - Recommended for: Homeowners, developers, project coordinators, realtors, subcontractors and component suppliers, architects, engineers, architectural technologists and other design professionals.
 - PHI Credit: 16 units

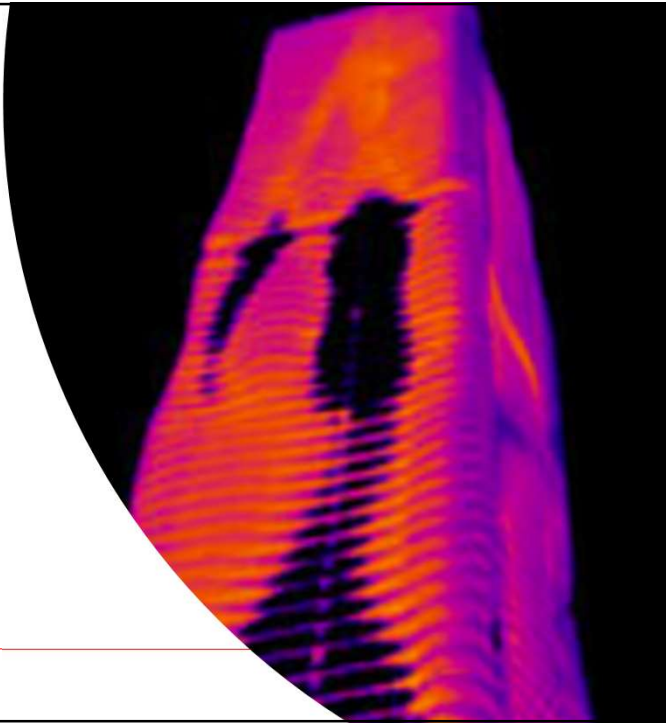
PASSIVEHOUSE
CANADA



Education – Master Classes

- **Flixo Training – Model Thermal Bridges for High-Performance Buildings**
 - Live Online
 - How long: 16 hours (4 meetings / 4 hours per meeting)
 - Recommended for: Architects, engineers, energy modelers, Passive House consultants, designers and other building professionals who want to build on their skills of thermal bridge modeling.
 - PHI Credit: 20 units

PASSIVEHOUSE
CANADA



Education – Master Classes

- **PHPP Expert**
 - Live Online
 - How long: 16 hours (4 meetings / 4 hours per meeting)
 - Recommended for: Certified Passive House Designer / Consultants with PHPP experience.
 - PHI Credit: 20 units
 - Exam Prep course.



PASSIVEHOUSE
CANADA

Education – Master Classes

- **Building Enclosure Control Layers (4 Sessions)**
 - Live Online
 - How long: 8 hours (4 meetings / 2 hours per session)
 - Session 1: Introduction to Control Layers for Passive House Wall Assemblies
 - Session 2: Controlling Water and Vapour – From Rainscreens to Vapour Barriers
 - Session 3: Control of Air – Air Barrier Systems and Material Selection
 - Session 4: Controlling Water on Roofs and Below-Grade
 - Recommended for: Certified Passive House Designers, Consultants, Trades Person, builders, architects, architectural technologist and engineers, building officials and planners, students and anyone interested in the subject.
 - PHI Credit: 8 units

PASSIVEHOUSE
CANADA



Education – Master Classes

- **Built in Canada – Webinar Series (Free for Members)**
 - Live Online
 - Sessions are 2 hours long (including Q&A).
 - Lessons Learned from PH Projects
 - This webinar series will focus on Canadian Projects across the Country.
 - PHI Credit: 2 units per presentation



PASSIVEHOUSE
CANADA

Education – Master Classes

- **SELF-PACED: Up and Running with DesignPH 2.0**

- Online Pre-recorded
- Over 12 hours of videos.
- Recommended: Architects, engineers, design professionals, site supervisors, anyone who will design a passive house building.
- PHI Credit: 8 units

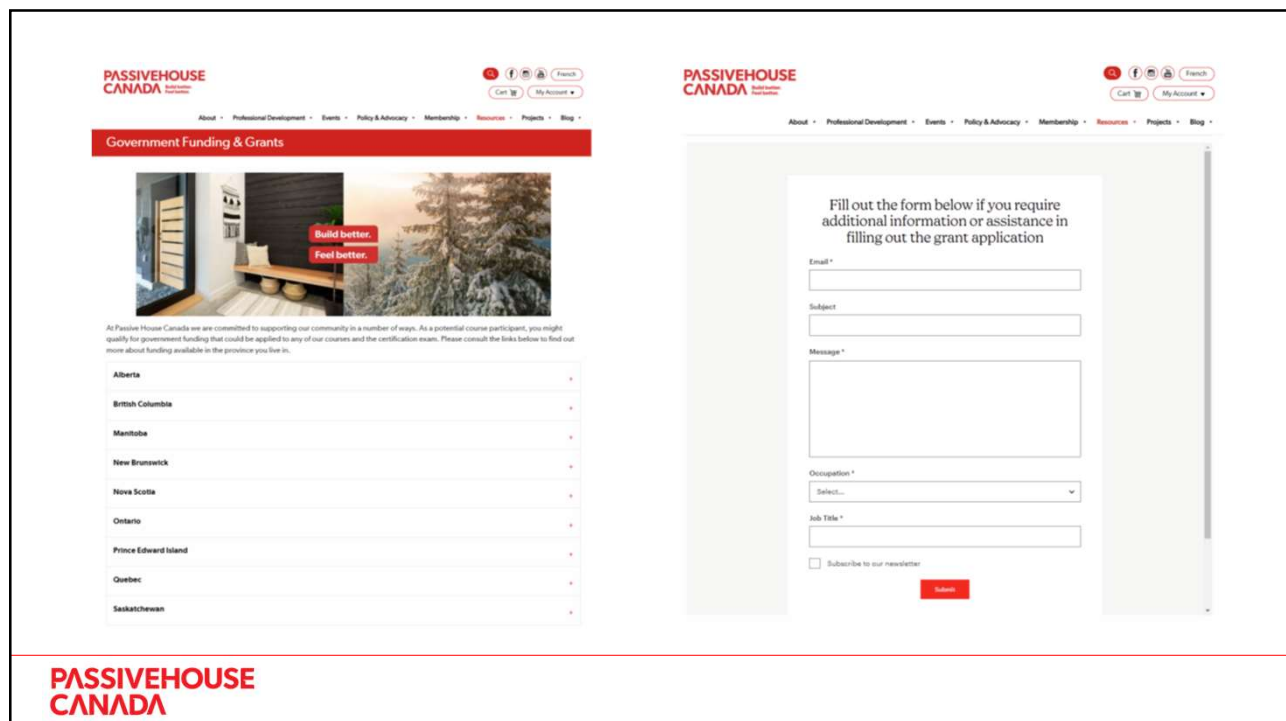
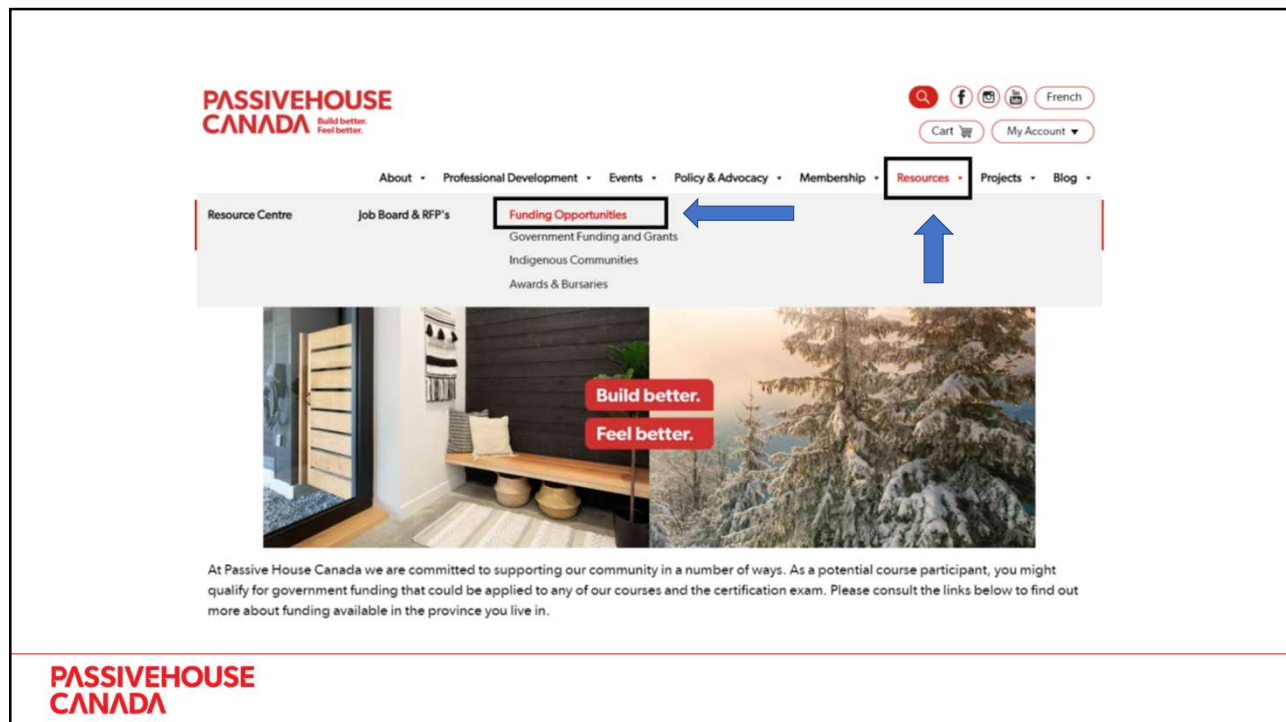


**PASSIVEHOUSE
CANADA**

**PASSIVEHOUSE
CANADA**

Government Funding & Grants

[How to apply?](#)



NEW! Indigenous Communities Training Offer

- Committed to providing support for lasting change in housing and economic development in Indigenous communities across Canada.
- Pleased to be offering limited enrolment to any of our individual Passive House courses* to those of Indigenous heritage, including Metis, First Nations and Inuit
- This offer is available on a first come first serve basis, with limited monthly enrolment available for individual courses



PASSIVEHOUSE
CANADA

PASSIVEHOUSE
CANADA

Search icons: magnifying glass, Facebook, Instagram, YouTube, and a language selector set to "French".

Cart icon and "My Account" link.

Navigation menu: About • Professional Development • Events • Policy & Advocacy • Membership • Resources • Projects • Blog •

Resource Centre

Job Board & RFP's

Funding Opportunities

- Government Funding and Grants
- Indigenous Communities**
- Awards & Bursaries

In the Face of Climate Change

May 25 - 27, 2022

Learn More

A photograph of a large, historic building with many windows, illuminated at night.

PASSIVEHOUSE
CANADA

**PASSIVEHOUSE
CANADA**

Interested in taking our Courses?

[Passive House Canada Calendar](#)

Schedule - Online Live

- Online: Pathway to Certification
 - [July](#)
 - [August](#)
- Online: Passive House Design and Construction (120A)
 - [July](#)
 - [August](#)
- ONLINE – Introduction to Passive House High Performance Buildings (90)
 - [July](#)

**PASSIVEHOUSE
CANADA**

Schedule – In-person

- IN-PERSON ON: Passive House Design and Construction (120A) -18 Nov 2022
 - <https://www.passivehousecanada.com/events/in-person-120a-18-nov-2022/>

PASSIVEHOUSE
CANADA

Schedule – Master Classes

- ONLINE: Master Class Series – Building Enclosure Control Layers
 - [November](#)
- ONLINE: Achieving the Passive House Standard for Existing Buildings
 - [September](#)

PASSIVEHOUSE
CANADA

MEMBERSHIP at Passive House Canada

- **Passive House Canada** supports industry and government in the transition to high-performance, zero emission buildings by providing technical support, education, certification and policy development.
- **Join the community of professionals** that are transforming Canada's built environment.
- **Access discounts on certification courses, webinars, and events**, while staying up-to-date on the latest news, and connect and be featured amongst like-minded individuals and organizations across Canada.
- **To learn more visit our website and visit [MEMBERSHIP](#)**



PASSIVEHOUSE
CANADA

PASSIVEHOUSE
CANADA

What`s the Investment?

Now you know everything about our courses.

Introductory Courses

90 Course	Member	\$ 198.00
	Non-Member	\$ 220.00

PASSIVEHOUSE
CANADA

Designer / Consultant Pathway to Certification

Pathway to CPHD/C		
120A	Member	\$ 1,584.00
	Non-Member	\$ 1,760.00
120B	Member	\$ 1,188.00
	Non-Member	\$ 1,320.00
120C	Member	\$ 792.00
	Non-Member	\$ 880.00
	Re-reg	\$ 200.00
Bundle Sale		\$ 2,488.00
Bundle Sale - Corporate Member 1st time*		\$ 1,866.00
Bundle Sale - Students		\$ 1,741.60

PASSIVEHOUSE
CANADA

Trades Person Pathway to Certification

Pathway to CPHT		
150A	Member	\$ 900.00
	Non-Member	\$ 990.00
150B (Hands On)	Member	\$ 800.00
	Non-Member	\$ 880.00
150C	Member	\$ 400.00
	Non-Member	\$ 440.00
Total Sale - Bundle	Member	\$ 1,575.00
	Non-Member	\$ 2,310.00

In Person Courses		
Trades Course In Person	Member	\$ 1,309.00
	Non-Member	\$ 1,870.00

PASSIVEHOUSE
CANADA

Exams

Exams		
PHPP Expert	Member	\$ 675.00
	Non-Member	\$ 750.00
Certified Passive House Designer/Consultant Exam	Member	\$ 540.00
	Non-Member	\$ 600.00
Certified Passive House Tradesperson Exam	Member	\$ 450.00
	Non-Member	\$ 500.00

PASSIVEHOUSE
CANADA

Master Classes

Master Classes		
Building Enclosure Control Layers (200 Series)	Member	\$ 600.00
	Non-Member	\$ 660.00
Building Enclosure Control Layers - Individual Class	Member	\$ 198.00
	Non-Member	\$ 220.00
PHPP Expert	Member	\$ 1,215.00
	Non-Member	\$ 1,350.00
Flixo Course	Member	\$ 922.00
	Non-Member	\$ 1,010.00
Retrofit Program	Member	\$ 1,215.00
	Non-Member	\$ 1,350.00
Pattern Language	Member	\$ 630.00
	Non-Member	\$ 700.00
DesignPH - Self Paced Course	Member	\$ 800.00
	Non-Member	\$ 880.00
Built in Canada	Member	\$ -
	Non-Member	\$ 100.00
DesignPH - Self Paced Course (Bundle)	Member	\$ 1,036.00
	Non-Member	\$ 1,153.00



Membership

- Individual – CAD \$ 250 / Year
- Corporate Level 1 – CAD \$ 750 / Year
- Corporate Level 2 – CAD \$ 1250 / Year
- Corporate Level 3 – CAD \$ 2000 / Year
- Academic Institution – CAD \$ 500 / Year
- Government Department – CAD \$ 500 / Year
- Non-Profit – CAD \$ 500 / Year





**PASSIVEHOUSE
CANADA**

**PASSIVEHOUSE
CANADA**

Thank you

For more information:

- Visit passivehousecanada.com
- Email info@passivehousecanada.com
- Call (778) 265 2744



[PassiveHouseCan](#)



[passivehousecan](#)



[passivehousecan](#)



[Passive House Canada](#)



[Passive House Canada](#)

Memorandum

To: Council

Susan Spiegel	Farida Abu-Bakare
J. William Birdsell	Yan Ming (Pearl) Chan
Kimberly Fawcett-Smith	Paul Hastings
Christina Karney	Jennifer King
Natasha Krickhan	Michelle Longlade
Lara McKendrick	Elaine Mintz
Deo Paquette	Clayton Payer
Greg Redden	Kristiana Schuhmann
Gaganjot (Gagan) Singh	Andrew Thomson
Settimo Vilardi	William (Ted) Wilson
Marek Zawadzki	

FOR COUNCIL MEETING
June 23, 2022
(open)
ITEM: 7.1

From: Christie Mills, Registrar

Date: June 14, 2022

Subject: Revisions to the *Fair Access to Regulated Professions and Compulsory Trades Act (FARPACTA)*

Objective: To update Council on the developments under FARPACTA

Background

The Fairness Commissioner assesses the registration practices of [regulated professions and trades](#) in Ontario to make sure they are transparent, objective, impartial and fair for anyone applying to practise their profession in Ontario. Guidelines are provided via the OFC website, its legislation and documents such as the [Fair Access Law and Regulator Responsibilities](#).

The Office of the Fairness Commissioner (OFC) supports the Fairness Commissioner in acting on the mandate set out in the [Fair Access to Regulated Professions and Compulsory Trades Act, 2006](#) (FARPACTA) and the *Regulated Health Professions Act, 1991* (RHPA). In doing so, the OFC assesses every element of the registration processes.

Update

[Bill 27, Working for Workers Act, 2021](#), received Royal Assent on December 2, 2021. Included in this Bill is Schedule 3, which amends the FARPACTA in various ways (outlined in Council Memo January 20, 2022).

The Regulation has now been filed and may be viewed at [O. Reg. 261/22: GENERAL \(ontario.ca\)](#)

For detailed information regarding the FARPACTA amendments please, refer to the Council Memo of May 10, 2022 attached as Appendix A.

The Office of the Registrar has requested that the OFC confirm if there are any criteria or guidelines against which the OAA will be assessed to determine if our existing legislative processes will meet the criteria under their Regulations. We were advised of [guidance material](#) posted in the OFC website that helps regulators review the procedures relevant to the Canadian Experience prohibition and its alternatives. However, this guidance remains vague. (Appendices B and C)

The Registrar and Executive Director met with representatives of the OFC on June 7, 2022 to discuss the request above. The OFC asked for more information about the OAA applicant procedures, exemption request procedures and statistical data. This information has since been provided to the OFC. The expectation is that the OFC will review this information and provide the OAA with their assessment of whether the current OAA procedures satisfy the FARPACTA amendments specific to the Canadian experience prohibition.

Appendix to the FARPACTA amendments

FARPACTA was recently, again, amended to introduce statutory maximum time limits for labour mobility applicants. It is anticipated that the statutory time limits for labour mobility applicants will be proclaimed sometime in 2023.

Without knowing more, it is difficult to comment if this will have any impact on the OAA's current practices. However, with a well-established Canadian reciprocity agreement we do not foresee an issue.

OFC Next Steps

The OFC is finalizing processes to operationalize the amendments to FARPACTA and its Regulation. The new Regulations come into effect on July 1, 2022 with each section having a specific transition period.

As noted above we are waiting for response from the OFC to determine if the OAA existing processes satisfy the FARPACTA amendments related to Canadian experience. We anxiously await this determination. Until this is known, Council will not be in a position to determine if any exemptions to the amendments should be sought. In the interim, OAA staff will study the administrative and operational necessities as required.

Action: **None. For Information Only.**

Attachments: Appendix A: May 10, 2022 Council Memo
Appendix B: OFC Alternative Routes Document
Appendix C: CER Application Guidance

Memorandum

To: Council

Susan Speigel	Farida Abu-Bakare
J. William Birdsell	Yan Ming (Pearl) Chan
Kimberly Fawcett-Smith	Paul Hastings
Christina Karney	Jennifer King
Natasha Krickhan	Michelle Longlade
Lara McKendrick	Elaine Mintz
Deo Paquette	Clayton Payer
Greg Redden	Kristiana Schuhmann
Gaganjot (Gagan) Singh	Andrew Thomson
Settimo Vilardi	William (Ted) Wilson
Marek Zawadzki	

From: Christie Mills, Registrar

Date: May 3, 2022

Subject: **Revisions to the *Fair Access to Regulated Professions and Compulsory Trades Act (FARPACTA)***

Objective: To update Council on the developments under FARPACTA

Background

The Fairness Commissioner assesses the registration practices of [regulated professions and trades](#) in Ontario to make sure they are transparent, objective, impartial and fair for anyone applying to practise their profession in Ontario.

The Office of the Fairness Commissioner (OFC) supports the Fairness Commissioner in acting on the mandate set out in the [Fair Access to Regulated Professions and Compulsory Trades Act, 2006](#) (FARPACTA) and the *Regulated Health Professions Act, 1991* (RHPA). In doing so, the OFC assesses every element of the registration processes.

New legislative changes to the FARPACTA are complete and will require consideration by OAA Council.

Update

[Bill 27, Working for Workers Act, 2021](#), received Royal Assent on December 2, 2021. Included in this Bill is Schedule 3, which amends the FARPACTA in various ways (outlined in Council Memo January 20, 2022).

The Regulation has now been filed and may be viewed at [O. Reg. 261/22: GENERAL \(ontario.ca\)](#). It will be consolidated with the [Act](#) in the coming days. The MLTSD and OFC held another technical briefing with the regulated professions and compulsory trades April 20, 2022 (Appendix 1).

Summary of statutory amendments:

1 Canadian Experience Definition and Exemption

Regulated professions in Ontario are prohibited from requiring Canadian experience as a qualification for registration. Regulators have until December 2, 2023 (per section 10.2 of FARPACTA) to implement this change. "Canadian experience" means any work experience or experiential training obtained in Canada.

Currently, the Regulation under the Ontario *Architects Act* sets out the following:

- 31.** *For the purposes of clause 13 (1) (d) of the Act, the following are the academic and experience requirements for the issuance of a licence to a person:*
- 1. The person must hold a degree in architecture from a post-secondary institution or must have successfully completed the Royal Architectural Institute of Canada Syllabus.*
 - 2. The person must hold a Certificate of Certification issued by the Canadian Architectural Certification Board.*
 - 3. The person must have completed the admission course offered by the Association.*
 - 4. The person must have successfully completed one of the following:*
 - i. The Examination for Architects in Canada published by the Association.*
 - ii. The Architect Registration Examination of the National Council of Architectural Registration Boards.*
 - iii. Any combination of the components of the Examination for Architects in Canada published by the Association and of the Architect Registration Examination of the National Council of Architectural Registration Boards that, considered as a whole, is equivalent to one of those examinations, as approved by the Council.*
 - 5. The person must have completed a total of 3,720 hours of experience that meets the requirements of the Intern Architect Program published by the Association. The experience must include,*
 - i. at least 940 hours of experience in Ontario under the personal supervision and direction of a person licensed to engage in the practice of architecture in Ontario, which must be completed within the three years before the date on which the person applies for the licence, and*
 - ii. at least 2,780 additional hours of experience under the personal supervision and direction of a person authorized to engage in the practice of architecture. O. Reg. 430/97, s. 1; O. Reg. 337/08, s. 1; O. Reg. 150/11, s. 1.*
- 32.** *Revoked: O. Reg. 430/97, s. 1.*
- 33.** *The Council may, where it is of the opinion that the applicant's qualifications, knowledge and experience so merit, grant an exemption from all or part of the academic and experience requirements set out in this Regulation. R.R.O. 1990, Reg. 27, s. 33.*

This FARPACTA amendment is specific to s.31(5)i above (highlighted) – all other requirements remain unaffected.

As recently clarified by the OFC and the MLTSD, a regulated profession may continue to accept Canadian experience to satisfy an experience-related qualification for registration if it also accepts international experience as an alternative to Canadian experience.

By our review, OAA Council may make regulations respecting any matter ancillary to the provisions of the *Architects Act* with regard to the issuing, suspension and revocation of licences, certificates of practice and temporary licences, and the requirements and qualifications therefor. Meaning that any change considered to the requirements for the issuance of licence should be grounded in the regulations to *Architects Act*. If Council decides to move forward to amend its registration requirements related to Canadian experience – *without changing the existing statute* – it would need to do so by leveraging s.33 of Regulations noted above, namely via the exemption provision.

Alternatively, actual regulation change could be considered in order to embed the option as required by FARPACTA. If there is urgency to this approach, we could address this with the Ministry of the Attorney General to see if it is possible in the immediate future, otherwise Council may want to consider this within the larger context of Act modernization and develop an interim solution until then.

Contextual Considerations:

- i. Currently the OAA accepts approved international experience toward the required 2780 hours on the condition the applicant attends an Experience Requirements Committee (ERC) assessment interview upon application for licence.
- ii. A process that already exists and is available to OAA applicants is the Exemption Request to Council. Wherein an applicant could request to be exempt from the currency requirement and specifically the requirement for local experience. This request also triggers the requirement to attend an ERC assessment interview.

The Office of the Registrar has requested that the OFC confirm if there are any criteria or guidelines against which the OAA will be assessed to determine if our existing processes will meet the criteria under the Regulations. We are awaiting response.

We acknowledge the importance of local/Canadian experience but in the potential absence of an OFC granted exemption, Council will need to consider other options for an applicant to acquire competency relative to the provincial context as set out in the FARPACTA amendment.

The issue of potential impact on reciprocity agreements was raised in the most recent meeting with the MLTSD and the OFC. As expressed by the Manager of the Inter-Jurisdictional Relations Unit at MLTSD, licence for licence reciprocity agreements are based on accepting registration decisions of the reciprocal jurisdiction, so these Ontario changes should have no impact. As this matter develops the Executive Director and Registrar have been regularly updating ROAC to ascertain any the national reciprocity implications.

Exemption from the Prohibition

A regulated profession may apply for an exemption from the prohibition on the grounds of public health and safety. An application for an exemption from the prohibition must include:

- Reasons why the exemption is necessary for the purposes of public health and safety;
- Whether an equivalent regulator in other Canadian jurisdictions has eliminated Canadian experience requirements; and
- Relevant law, facts, or supporting documentation.

In reviewing an application for an exemption, for the purpose of making a recommendation to the Minister, the Fairness Commissioner may consider any other relevant information.

2 Language Proficiency Tests

Regulated professions must accept tests enumerated in the Regulation, which are the tests currently used by Immigration, Refugees and Citizenship Canada for skilled immigration. A regulated profession may also use other tests or methods to demonstrate language proficiency as long as they also accept the tests enumerated in the Regulation.

Test results are deemed to be valid until the applicant receives a registration decision or, where an internal review or appeal occurs, receives an internal review or appeal decision. This requirement applies to applications received after July 1, 2023.

The CACB's academic certification and BEFA program are in line with this requirement.

The RAIC Syllabus may not meet this requirement fully, the OFC may have to review the acceptability of the current language proficiency test regime for the Syllabus program.

3a Decision-Making Timeframes

A regulated profession must comply with the prescribed time limits for at least 90 per cent of the applications received from international applicants each calendar year. This requirement applies to applications received after July 1, 2023.

New to this section is the ability of regulators to apply for an exemption to the maximum time limits for international applicants.

Regulated professions are required to report their compliance with the prescribed timelines through the Fair Registration Practices (FRP) report.

3b Reporting on Decision-Making Timeframes

Regulated professions are also required to report, through FRP reports, on their ability to register international applicants within one year after the earlier of:

- receiving a complete application for registration; and

- the date any third party that assesses the individual's qualifications on behalf of the regulated profession receives everything it requires.

This may require regulated professions to enter into info-sharing agreements with third parties to collect required information. If a regulated profession is unable to meet the one-year standard, it must report on steps being taken to meet the standard.

Regulated professions must post their FRP reports on their websites within 60 days of filing the report with the Fairness Commissioner.

The reporting requirement applies to applications received after July 1, 2023.

As we understand it, the required decision making timeframes (3a) can be accomplished by the OAA with respect to qualified applicants once a complete application for licence has been received. The administrative burden still needs to be better understood with respect to data tracking and reporting.

The one-year timeframe inclusive of third party processes reporting requirement (3b) will require info-sharing agreements with the CACB – the administrative burden and potential costs are not yet known. The challenge with the third party CACB academic certification process is that it is largely applicant driven and as such out of the control of the CACB and the regulator.

The OAA will need to consider if further database development is required to meet the reporting requirements of this FARPACTA section as well as the administrative burden associated with OFC “continuous improvements” as it relates to decision making time-frames.

4 Registration Processes During Emergencies

A regulated profession must file an emergency registration plan with the Fairness Commissioner by July 2, 2023 and would be required to update their plans whenever there is a change in circumstances that may affect the plan, and in any case at least once every five years.

The plans must include:

- 1) measures to maintain continuity of registration processes an emergency;
- 2) a communication plan to inform applicants and the public of registration processes during an emergency;
- 3) date the plan was last updated, and date of the next planned update; and
- 4) where considered by the regulated profession to be appropriate:
 - a. measures to grant temporary registration during an emergency;
 - b. measures to expedite the renewal of registration and renewal of temporary registration during an emergency.

We do not foresee an issue with this requirement beyond the administrative burden. It will be up to the OAA to define what constitutes an emergency requiring a plan to maintain registration processes.

Appendix to the FARPACTA amendments

FARPACTA was recently again amended to introduce statutory maximum time limits for labour mobility applicants. It is anticipated that the statutory time limits for labour mobility applicants will be proclaimed sometime in 2023.

Without knowing more, it is difficult to comment if this will have any impact on the OAA's current practices. However, with a well established Canadian reciprocity agreement we do not foresee an issue.

OFC Next Steps

The OFC is finalizing processes to operationalize the amendments to *FARPACTA* and its Regulation. The new Regulations come into effect on July 1, 2022.

As noted above we are waiting for response from the OFC to determine if the OAA existing processes satisfy the FARPACTA amendments. Until this is known Council will not be in a position to determine if any exemptions to the amendments should be sought. In the interim, OAA staff will study the administrative and operational necessities as required.

Action: **None. For information Only.**

Attachments: Appendix 1: O. Reg. 261/22: General - Fair Access to Regulated Professions and Compulsory Trades Act, 2006 - Technical Briefing –Regulated Professions



Office of the Fairness Commissioner

Information and Advice on Approaches for Licensing Internationally Trained Applicants

Background:

The purpose of this publication is for the Office of the Fairness Commissioner (OFC) to provide information and advice to regulated professions (regulators) on the array of options available for the licensing of internationally trained applicants.

On December 2, 2021, the *Working for Workers Act, 2021* was enacted, which, among other things, made several amendments to the *Fair Access to Regulated Professions and Compulsory Trades Act, 2006* (FARPACTA or the Act). These amendments apply to the non-health regulated professions and to Skilled Trades Ontario.

A number of these amendments relate to what has come to be known as the Canadian experience requirement. This type of requirement typically mandates that internationally trained applicants (ITIs) obtain Canadian work experience as a condition of registration. Requirements such as these can represent the “last mile” in the registration journeys of these candidates. Canadian experience is not always easy to come by and some candidates simply give up because they cannot obtain it.

Section 10.2 of FARPACTA is the key statutory provision. It prohibits a regulator from retaining a Canadian experience requirement unless the Minister of Labour, Training and Skills Development grants an exemption. Subsection 10.2(1) specifies that:

A regulated profession shall not require as a qualification for registration that a person’s experience be Canadian experience unless an exemption from the prohibition is granted by the Minister for the purposes of public health and safety in accordance with the regulations.



Regulators have until December 3, 2023, to obtain such an exemption, failing which any existing Canadian experience requirement will be void. For a full list of the relevant statutory and regulatory provisions, please access the companion OFC guideline on *Applying for an Exemption from the Prohibition against Retaining a Canadian Experience Requirement*.

The OFC understands that a number of regulated professions, whose registration practices may contain Canadian experience requirements, are actively examining these protocols to ensure that they comply with the new legislative requirements.

On this basis, and pursuant to its authority under clause 13(3)(e) of FARPACTA, the OFC is pleased to provide information and advice to regulated professions to better understand how to comply with the requirements of this Act and the regulations.

Information and Advice on Approaches for Licensing Internationally Trained Applicants

In the background section to its regulatory posting on the recently enacted FARPACTA regulation, the Ministry of Labour, Training and Skills Development (MLTSD) indicated that:

“A regulated profession may continue to accept Canadian experience in satisfaction of an experience-related requirement for registration if it also accepts international experience as a viable alternative to Canadian experience”.

Some professions or trades may have concluded that, to deliver their statutory mandates, it is necessary for them to adopt some sort of an experiential requirement. Where a regulator makes this decision, is important, from a public policy perspective, that such a requirement be bona fide, reasonable, and proportionate to the outcomes that they seek to achieve.

In addition, to comply with the spirit and intent of section 10.2 and other relevant provisions of FARPACTA, a regulator with an experiential requirement must evaluate both Canadian and international experience in a fair and transparent fashion.



As well, regulators should always be open to reviewing the need for an experiential requirement, especially where substitute processes can offer a more streamlined and empathetic registration process that does not materially impact public health and safety.

In the past, the OFC has written about alternative routes for candidates to obtain licensure.¹² Since that time, regulators have increasingly embraced new approaches for meeting the various academic and experiential learning requirements specified for entry into a regulated profession. These include new pathways for applicants to acquire required competencies and to appropriately demonstrate them.

In this document, the OFC will summarize the challenges that internationally trained individuals (ITIs) continue to encounter in meeting experiential learning requirements, identify a list of substitute or alternative approaches that regulators have adopted, and discuss some best practices that regulators could pursue to develop and evaluate these pathways.

Immigrants often arrive in Canada with high levels of education. In addition, many have already secured the right to practice their trade or profession in their home jurisdictions. The first step in their registration journeys often involves obtaining recognition of their educational and employment credentials (e.g., via transcripts and providing course descriptions).

Regulated professions and/or third-party services providers then assess the equivalency of these credentials and the steps, if any, that an applicant must take to meet a regulator's educational and / or experiential standards. This process can often be time consuming and expensive.

As noted above, some regulators also require that applicants complete a fixed period of employment within a Canadian milieu or other types of experiential training. These conditions of registration are commonly referred to as Canadian experience requirements (CERs).

¹ Academic Requirements and Acceptable Alternatives: Challenges and Opportunities for the Regulated Professions in Ontario, OFC, 2013

² Immigrant Professionals and Alternative Routes to Licensing: Policy Implications for Regulators and Government, J. Augustin, Canadian Public Policy, 2015



Over the years, many stakeholders -- particularly in the human rights and immigrant advocacy spheres -- have identified the CER as a serious registration barrier and as a *prima facie* discriminatory practice. As indicated above, the new FARPACTA provisions are designed to address these concerns.

Since the approach that regulated professions take to assess the skill sets of ITIs tends to vary substantially, the degree of reliance that regulators place on CERs, and the scope of these obligations, is often quite different. The texture and impact of a CER will be informed by such factors as:

1. The length of the experiential requirement.
2. The setting in which it must be completed.
3. The source of the requirement (e.g., in statute, regulation, by-law or policy).
4. Whether the regulator has the ability and/or inclination to waive this requirement.
5. The extent to which international experience can be substituted for Canadian experience.

Almost all regulators have developed a mechanism for accepting alternatives to their CERs. Some utilize these pathways much more often than others. These alternatives may be grouped into seven broad categories:

1. Competency-based assessments.
2. Other approaches to assess knowledge and skills (e.g., through knowledge-based and / or clinical examinations).
3. Self-paced learning (e.g., online courses that often focus on the Canadian work context).
4. Mutual recognition agreements.
5. Bridging programs to fill experiential gaps.



6. Provisional or conditional licensing.
7. Post-registration quality assurance and/or continuing professional development programs.

While each type of alternative can help facilitate a positive licencing outcome, they collectively also present some unique challenges.³ Thus, a regulated profession must seek to adopt the best set of alternatives that match its individual context.

Regulated professions should regularly assess whether their registration practices, including a reliance on CERs, are relevant and necessary to the practice of the profession, whether there are alternative and innovative ways to demonstrate competencies, and whether they have decided to rely upon CERs because of unaddressed gaps or deficiencies in their own assessment processes.

As with other registration requirements, it is important that CER alternatives be easily accessible, affordable, and sustainable. Given the connectivity of the registration ecosystem, regulated professions should also regularly engage with the post-secondary education sector and employer groups in making decisions about experiential requirements.

What follows below are some best practices that regulators can apply to identify and deploy viable substitutes for a CER. Such approaches should:

- Focus on competencies, rather than credentials.
- Be flexible and recognize the variety of ways that individuals from different backgrounds develop professional knowledge and skills.
- As appropriate, be developed through partnerships with national bodies, post-secondary institutions, employer groups and / or other regulated professions to take advantage of economies of scale and sectoral knowledge.

³ For a description of the existing alternatives and challenges associated with them, refer to the Academic Requirements and Acceptable Alternatives: Challenges and Opportunities for the Regulated Professions in Ontario, OFC, 2013 available [here](#)



- As appropriate, offer improved access to individual courses, bridging programs and advanced-standing opportunities, and enable applicants to fulfill any missing micro-credentials in timely fashion.
- Consider successful approaches adopted in other jurisdictions.
- Leverage technology and web-based tools to capture process efficiencies.

Please note that the OFC has included these best practices as examples only to assist regulators to develop and conduct their own analysis. It is the responsibility of regulators to ensure that they comply with the legislation. Please note that these examples do not constitute legal advice, nor do they affect the OFC's advice-giving or enforcement discretion in any way.

The OFC recognizes that the process of adopting appropriate licensing requirements can be complex. On this basis, regulators are welcome to reach out to their assigned OFC compliance analyst to obtain further information and advice on these issues.

April 25, 2022
Version 6



Office of the Fairness Commissioner

Applying for an Exemption from the Prohibition against Retaining a Canadian Experience Requirement

Background and Legislative Context:

The purpose of this guideline is for the Office of the Fairness Commissioner (OFC) to provide information and advice to regulators on the process for seeking an exemption from the prohibition against retaining a Canadian experience requirement.

On December 2, 2021, the Ontario government enacted the *Working for Workers Act, 2021*, which, among other things, made several targeted amendments to the *Fair Access to Regulated Professions and Compulsory Trades Act, 2006* (FARPACTA). These amendments apply to the non-health regulated professions and to Skilled Trades Ontario.

A number of these amendments relate to what has come to be known as the Canadian experience requirement. This type of provision typically requires that internationally trained applicants (ITIs) obtain Canadian work experience as a condition of registration. Requirements such as these can represent the “last mile” in the registration journeys of these candidates. Canadian experience is not always easy to come by and some candidates simply give up because they cannot obtain it.

Section 10.2 of FARPACTA is the key statutory provision. It spells out a prohibition against retaining a Canadian experience requirement unless the Minister grants an exemption. The relevant provisions follow:

10.12(1) regulated profession shall not require as a qualification for registration that a person’s experience be Canadian experience, unless an exemption from the prohibition is granted by the Minister for the purposes of public health and safety in accordance with the regulations.



(2) A regulated profession may apply for an exemption referred to in subsection (1) by submitting appropriate supporting documentation and providing reasons that an exemption is necessary for the purposes of public health and safety.

(3) An application referred to in subsection (2) shall include the information prescribed by the regulations, if any, and be submitted in accordance with the procedures prescribed by the regulations.

(4) The Fairness Commissioner shall review an application for an exemption and make a recommendation to the Minister as to whether the exemption should be permitted.

(5) The Minister shall determine whether to grant the exemption.

(6) Subject to subsection (7), if a regulated profession has a requirement described in subsection (1) contrary to that subsection more than two years after the day section 5 of Schedule 3 to the *Working for Workers Act, 2021* comes into force, the requirement is deemed to be void on and after that day.

(7) The Minister may grant a temporary exemption from the prohibition in subsection (1) during the period that the Minister is considering an application for exemption.

If a regulator proposes to retain a Canadian experience requirement for two years after the enactment of the legislation (i.e., by December 2, 2023) and does not obtain an exemption from the Minister for the purposes of public health and safety, that requirement will become void as of that date.

The new section 27.1 of FARPACTA is also relevant. It specifies that:

If the Minister concludes that a regulation or by-law made by a regulated profession includes a Canadian experience requirement contrary to subsection 10.2(1), the Minister may make an order requiring the regulated profession to exercise any power or powers that it has to amend or revoke the regulation or by-law.



Section 10.2(4) also stipulates that the Fairness Commissioner must first review a regulator's request for an exemption and then provide a recommendation to the Minister as to whether the exemption should be permitted. Given that this is a novel statutory scheme, the OFC considers it appropriate to provide information and advice to regulators on how to engage the exemptions process, should they decide to proceed in this fashion.

Before providing some insights on the exemptions process, it is also necessary to refer to several provisions contained in Ontario Regulation 261/ 21 (the regulation) made under FARPACTA, which was enacted on April 4, 2022.

Under section 1 of the regulation, the term "Canadian experience" is defined to mean any work experience or experiential training obtained in Canada.

Section 3 of the regulation then outlines some key elements of the application process as follows:

- (1) An application for an exemption referred to in section 10.2 of the Act must be made to the Fairness Commissioner in the form required by the Fairness Commissioner, if any.
- (2) An application for an exemption referred to in section 10.2 of the Act must include the following information:
 1. The reasons the exemption is necessary for the purposes of public health and safety.
 2. A statement as to whether any body that regulates the same profession as the regulated profession in another Canadian province or territory has eliminated its requirement for Canadian experience as a qualification for registration.
 3. A summary of any other facts relevant to the application.
 4. A statement of the law and authorities relating to the application, if any.
 5. Any supporting documentation.
- (3) In reviewing a regulated profession's application for an exemption for the purpose of making a recommendation to the Minister, the Fairness Commissioner shall consider any information provided in the application and may consider any other relevant information.



Before Filing an Exemption Request:

As a first step in considering whether to file an exemption request, it would be useful for a regulator to reflect on whether it possesses a Canadian experience requirement as defined in the regulation. To respond to this question, the regulator could ask itself whether it requires that applicants demonstrate practical skills, engage in experiential learning that takes place in Canada or complete any period of registration-related work for a Canadian employer.

If the regulator concludes that its registration processes includes a Canadian experience requirement, it should carefully consider whether it still requires such a condition of registration or could substitute another modality for this provision (e.g., a training program that measures the necessary competencies to work in the profession or trade).

In undertaking this diagnostic work, the OFC believes that the following questions would form a useful part of the analysis:

- Why does the regulator need this particular set of requirements for entry to the profession or trade? What empirical evidence has the regulator gathered to support this proposition? Is the basis for making the original decision to impose a Canadian experience requirement still valid?
- Are these requirements necessary and relevant for the work to be performed? If so, what evidence or facts exist that would establish that proposition?
- If the regulator were to make changes to its current experiential training requirements, at what point would these no longer constitute a Canadian experience requirement?
- Where a regulator has established one or more alternatives through which ITIs can fulfill their experiential learning requirements to the profession or trade, would it now be possible to rely on them predominantly or exclusively?



- Could Canadian experiential goals be more equitably achieved once the candidate has been registered as, for example, part of the regulator's quality assurance and / or continuing education programs?
- Should a regulator decide to seek an exemption from the prohibition against a Canadian experience requirement, can it reasonably demonstrate that the exemption is necessary for the purpose of public health and safety?

Please note that the OFC has included these questions as examples only to assist regulators in developing and conducting their own analysis. It is the responsibility of regulators to ensure that they comply with the legislation. Please note that these examples do not constitute legal advice, nor do they affect the OFC's advice-giving or enforcement discretion in any way.

The OFC recognizes that this process can be challenging. On this basis, regulators are welcome to reach out to their assigned compliance analysts to obtain further information and advice on this analytical exercise.

Making an Exemption Request:

Section 3 of the regulation, which is extracted above, outlines the information that a regulator must provide to support its application request. There are essentially five elements, which involve articulating reasons for the exemption, identifying whether similarly situated regulators have been able to eliminate the requirement, providing a summary of the relevant facts, submitting a statement of law and authorities, and supplying any supporting documentation.

The OFC recognizes that the situation of each regulator is distinct and, therefore, that exemption applications will need to be customized. The OFC would ask, however, that any submissions be kept to a reasonable length. Regulators should send their exemption applications electronically to their assigned compliance analyst.

Once the regulator submits its exemption application, it will be reviewed by the relevant compliance analyst and other OFC staff. Following this review, the OFC may request that the regulator provide additional information or analysis either through an in-person meeting and/or in writing.



Should the Fairness Commissioner, as part of the application process, decide to consider relevant information other than that provided by the regulator, the Fairness Commissioner will ensure that any evidence or documentation obtained in this fashion is shared with the regulator for comment in order to preserve procedural fairness.

The Fairness Commissioner may also ask to meet with a regulator to obtain supplementary information regarding an exemption request.

The OFC aims to be able to make a recommendation to the Minister within eight weeks from the receipt of the application.

Please note this operational guideline may be subject to revision.

Version 4

April 23, 2022

Memorandum

To: Council

Susan Speigel	Farida Abu-Bakare
J. William Birdsell	Yan Ming (Pearl) Chan
Kimberly Fawcett-Smith	Paul Hastings
Christina Karney	Jennifer King
Natasha Krickhan	Michelle Longlade
Lara McKendrick	Elaine Mintz
Deo Paquette	Clayton Payer
Greg Redden	Kristiana Schuhmann
Gaganjot (Gagan) Singh	Andrew Thomson
Settimo Vilardi	William (Ted) Wilson
Marek Zawadzki	

FOR COUNCIL MEETING
June 23, 2022
(open)
ITEM: 7.2

From: Susan Speigel, President
Jennifer King, Vice President Communications
Natasha Krickhan, Vice President Continuing Education

Date: June 13, 2022

Subject: Conference 2022 Feedback

Objective: To provide Council with an update on Conference 2022

The OAA's first hybrid Conference, **Inspiring Climate Action**, took place **May 11 to 13, 2022** both virtually and in-person at Beanfield Centre in downtown Toronto. The event was very well-received, with more than 700 virtual participants and over 550 in-person attendees—almost selling out!

Of those who attended Conference, 83% of virtual conference attendees and 82% of in-person conference attendees rated their experience as excellent or good. The Plenary, Beyond Net-Zero: Building Positive Futures through Regenerative Architecture and Design, which was held both virtually and in-person received a 74% positive rating and the Celebration of Excellence received a 56% positive rating. Overall Continuing Education sessions had an 85% positive experience. Of the virtual attendees, 60% prefer a hybrid approach for future conferences, where in-person attendees were split 52% in person and 44% hybrid.

Select comments from the surveys included;

"Thank you for organizing this annual event. I found this year's conference theme around climate action particularly inspiring and I hope that future conferences keep an aspect of this theme as it's ever evolving and poignant."

“Congratulations to the presenters, OAA staff, Councillors, technology providers and venue provider for making this conference happen!”

“It was great to be back at the live event this year; I very much missed attending coned sessions and working with OAA.”

The feedback from the survey's will be presented in July to select members of the Communication Committee and Comprehensive Education Committee to assist with discussions related to venue locations, and general appearance and functionality for Conference 2023 in Sudbury.

The financial aspects for Conference 2022 have not yet been finalized as final invoices are expected throughout June and July.

Action: No action required of Council. For Council information only.

Attachments: No attachments.