



Ontario Association  
of Architects

## VISION

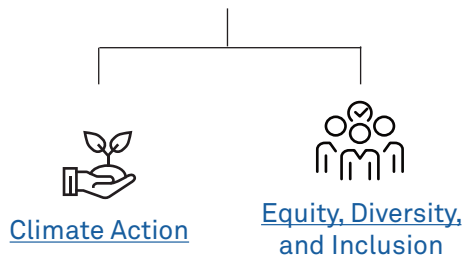
An Ontario in which architects are valued contributors to society, by creating a safe and healthy built environment that performs at the highest levels and elevates the human spirit.

## MANDATE

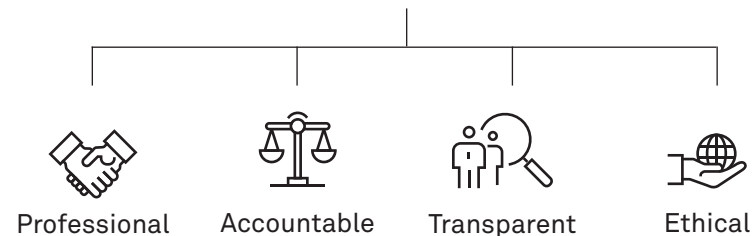
To regulate and govern the practice of architecture in Ontario in the service and protection of the public interest in accordance with the *Architects Act*, its Regulations, and Bylaws; to develop and uphold standards of skill, knowledge, qualification, practice, and professional ethics among architects;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

Strategic Plan [2022-2027]

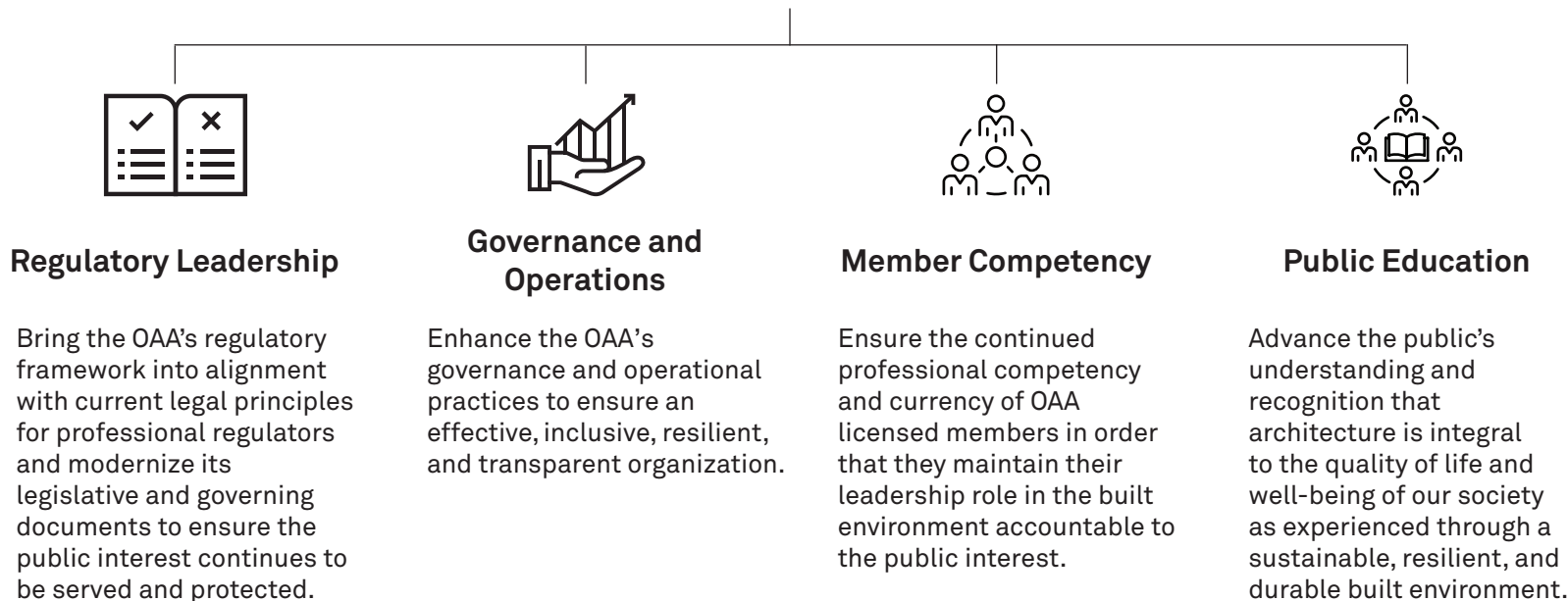
## Themes



## Values



## Strategic Priorities





Regulatory Leadership

Governance and  
Operations

Member  
Competency

Public Education

Goal Statements	<p>Bring the OAA's regulatory framework into alignment with current legal principles for professional regulators and modernize its legislative and governing documents to ensure the public interest continues to be served and protected.</p>	<p>Enhance the OAA's governance and operational practices to ensure an effective, inclusive, resilient, and transparent organization.</p>	<p>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.</p>	<p>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.</p>
Strategic Priorities	<ul style="list-style-type: none"><li>● Actively engage with government, legal counsel, and the Attorney General to advance the modernization of the <i>Architects Act</i> and its Regulation.</li><li>● Increase transparency, fairness, objectivity, and impartiality of OAA registration and regulatory processes.</li><li>● Continue to serve the public interest through ongoing enforcement activities and investigating breaches of the <i>Architects Act</i> and its Regulations.</li><li>● Continue to invest in programs and activities that contribute to and foster the diversity and perspective of new applicants to the architectural profession.</li></ul>	<ul style="list-style-type: none"><li>● Continue to implement the operational review recommendations, which include clearly defined roles for Council &amp; staff, additional organizational policies and structures, enhanced IT and data management, enhanced risk management, continued investment in equity, diversity, and inclusion, and ensuring a safe workplace.</li><li>● Monitor OAA governance reforms and continue to update Council governance practices to align with best practices of professional regulators.</li><li>● Continue to develop, implement and monitor the futureproofing strategy for OAA internal resources to be agile and resilient.</li></ul>	<ul style="list-style-type: none"><li>● Administer the legislative requirements of mandatory continuing education through the established program framework.</li><li>● 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 various continuing education offerings.</li><li>● 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.</li></ul>	<ul style="list-style-type: none"><li>● Implement the Council approved Public Outreach Plan to educate the public about the role of architecture in creating the built environment and its impact on society.</li><li>● Continue education initiatives to foster a greater understanding of the OAA as a unique professional self-regulator.</li><li>● Leverage and support programs and services offered by other parties in the built environment to further the public appreciation of architecture and the allied arts.</li><li>● 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.</li></ul>
Metrics	<ul style="list-style-type: none"><li>● A strategy for modernizing the Act and Regulations has been created and implemented.</li><li>● The OAA's regulatory standards, policies, and procedures are current and consistent with the right-touch regulatory approach.</li><li>● The OAA continues to identify and correct regulatory misalignments.</li><li>● The OAA continues to be in compliance with the Office of the Fairness Commissioner and other government oversight bodies.</li><li>● There is a clearer understanding of the path to licensure and a greater connection with those on the path to licensure.</li><li>● The OAA's periodic Demographic Survey demonstrates a shift towards increased equity, diversity, and inclusion.</li></ul>	<ul style="list-style-type: none"><li>● The 39 Operational Review recommendations are implemented.</li><li>● Roles and responsibilities of OAA staff, committees, and Council are defined and documented.</li><li>● The OAA's risk assessment metrics are implemented.</li><li>● Staff retention remains high.</li><li>● Participation and representation in Council elections is improved.</li><li>● Best-practice gaps in governance relative to professional regulatory organization benchmarks have been identified, prioritized, implemented and measured</li></ul>	<ul style="list-style-type: none"><li>● Member competency and ethical practice continues to develop and is responsive relative to the industry and profession.</li><li>● The content of the OAA's educational offerings is focused on technical and legislative content that is current and relevant.</li><li>● Access to competency development-based education is diversified and equitable.</li><li>● Increased member use of the OAA webpages on learning opportunities outside of the OAA.</li><li>● Increased member use of the OAA webpages with the existing OAA Documents and resources as well as Practice Advisory Knowledge Base area.</li></ul>	<ul style="list-style-type: none"><li>● 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.</li><li>● The OAA has developed and implemented a defined program of public education that responds to our mandate and that is sustainable over time.</li><li>● The number of times government and other partners/parties have invited the OAA to engage/inform on built environment issues in the public interest has increased.</li></ul>

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## Council Policy

Policy Name	<b>OAA Council Meetings Rules and Procedures</b>
Issue Date	<b>December 11, 2008</b>
Revision Dates	<b>unknown</b>

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### Overview

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.

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### 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 19, 2025 at approx. 11:00 a.m.**

## Meeting # 300

## OPEN MEETING AGENDA

## Recognition of Traditional Lands

- |        |     |  |                    |
|--------|-----|--|--------------------|
| 4 mins | 1.0 | <b>AGENDA APPROVAL</b>   |                    |
| 1 min  | 1.1 | Declaration re. Conflict of Interest   |                    |
|        | 2.0 | <b>APPROVAL OF MINUTES</b>   |                    |
| 4 mins | 2.1 | Draft minutes of the May 13, 2025 Open Council Meeting ( <i>see attached</i> )   |                    |
| 2 mins | 3.0 | <b>BUSINESS ARISING FROM THE MINUTES</b>   |                    |
|        | 4.0 | <b>ITEMS FOR REVIEW AND APPROVAL</b>   |                    |
| 2 mins | 4.1 | Reappointment of OAA Representative to the Committee for the Examination for Architects in Canada ( <i>oral</i> )<br><i>It was moved by and seconded by that architect, Jeffrey Laberge be reappointed to the Committee for the Examination for Architects in Canada (CExAC) as the Ontario representative for a three-year term effective January 1, 2026.</i>  | Executive Director |
| 2 mins | 4.2 | Appointment of Representative to University of Toronto, John H. Daniels Faculty of Architecture, Landscape and Design School Council ( <i>oral</i> )<br><i>It was moved by... and seconded by...that Council approve the appointment of _____ to the University of Toronto, John H. Daniels Faculty of Architecture, Landscape and Design School Council for a three-year term commencing September 2025.</i>        | Executive Director |
| 5 mins | 4.3 | Revised OAA Practice Tip 39.1 – Best Practices for Review of RFP Language and Supplementary Conditions ( <i>see attached</i> )<br><i>It was moved by Yeung and seconded by .... that Council endorse the revised OAA Practice Tip PT.39.1 Best Practices for Review of RFP Language and Supplementary Conditions to OAA 600 and Other Architectural Services Contracts as presented to Council on June 19, 2025.</i> | VP Yeung           |
| 5 mins | 4.4 | Revised OAA Practice Tip 19 ANSI/ASHRAE/IES90/.1-2010 an overview ( <i>see attached</i> )<br><i>It was moved by Yeung and seconded by .... that Council endorse the revised OAA Practice Tip PT.19 ANSI / ASHRAE / IES 90.1 - 2013 – An Overview of the Energy Standard as presented to Council on June 19, 2025.</i>  | VP Yeung           |
| 5 mins | 4.5 | Revised OAA Practice Tip 36.2 OBC SB10 Energy Efficiency requirements – prescriptive compliance ( <i>see attached</i> )<br><i>It was moved by Yeung and seconded by .... that Council endorse the revised OAA Practice Tip PT.36.2 OBC SB-10 Energy Efficiency Requirements – Prescriptive Compliance as presented to Council on June 19, 2025.</i>  | VP Yeung           |
|        | 5.0 | <b>ITEMS FOR DISCUSSION</b>  |                    |
|        | 6.0 | <b>REPORTS</b>   |                    |
| 1 min  | 6.1 | Report from the President – Activities for the months of May-June ( <i>see attached</i> )  | President          |
| 1 min  | 6.2 | Report from the Executive Director ( <i>see attached</i> )   | Executive Director |

## Open Council Agenda

- |                                      |       |  |                          |
|--------------------------------------|-------|--|--------------------------|
| 1 min                                | 6.3   | Report from the Registrar ( <i>see attached</i> )  | Registrar                |
|                                      | 6.4   | Report from the Senior Vice President and Treasurer  | SVP & Treasurer          |
| 5 mins                               | 6.4.a | Financial Statements for 6 months ending May 31, 2025 ( <i>see attached</i> )  |                          |
|                                      | 6.5   | Committee Reports  | Committee Chairs         |
| 1 min                                | 6.5.a | Communications & Public Education Committee – Update ( <i>see attached</i> )   | VP Speigel               |
| 1 min                                | 6.5.b | Governance & HR Committee - Update ( <i>see attached</i> )   | SVP & Treasurer          |
| 1 min                                | 6.5.c | OAA Building Committee- Update ( <i>see attached</i> )   | SVP & Treasurer          |
| 1 min                                | 6.5.d | Practice Resource Committee (PRC) – Update ( <i>see attached</i> )   | VP Yeung                 |
| 1 min                                | 6.5.e | Policy Advisory Consultation Team (PACT) – Update ( <i>see attached</i> )  | Immediate Past President |
| <br><b>7.0 ITEMS FOR INFORMATION</b> |       |  |                          |
| 60 mins                              | 7.1   | Presentation by Commissioner Irwin Glasberg from the Office of the Fairness Commissioner ( <i>oral - presentation at 1:30 p.m.</i> ) | Fairness Commissioner    |
|                                      | 7.2   | OAA Service Area Semi-Annual Updates   |                          |
|                                      |       | 7.2.a Communications ( <i>see attached</i> )   |                          |
|                                      |       | 7.2.b Continuing Education ( <i>see attached</i> )   |                          |
|                                      |       | 7.2.c Finance ( <i>see attached</i> )  |                          |
|                                      |       | 7.2.d Human Resources & Administration ( <i>see attached</i> )   |                          |
|                                      |       | 7.2.e Information Technology ( <i>see attached</i> )   |                          |
|                                      |       | 7.2.f Policy and Government Relations ( <i>see attached</i> )  |                          |
|                                      |       | 7.2.g Practice Advisory Services ( <i>see attached</i> )   |                          |
|                                      | 7.3   | Conference 2025 Update and Next Steps for Conference 2026 ( <i>see attached</i> )  |                          |
|                                      | 7.4   | Annual Society Chairs Meeting Summary – May 2025 ( <i>see attached</i> )   |                          |
| <br><b>8.0 OTHER BUSINESS</b>        |       |  |                          |
| <br><b>9.0 DATE OF NEXT MEETING</b>  |       |  |                          |
|                                      | 9.1   | The next regular meeting of Council is September 18, 2025 at 9:30 a.m. at the OAA Headquarters, Toronto, Ontario.                    |                          |
| <br><b>10.0 ADJOURNMENT</b>          |       |  |                          |

**Ontario Association of Architects****Meeting #299 Open****MINUTES****May 13, 2025**

The two hundred and ninety ninth meeting of the Council of the Ontario Association of Architects, held under the *Architects Act*, took place on Tuesday May 13, 2025 at the Ottawa Westin, Ontario Room, Ottawa, Ontario and virtually via Zoom.

<b>Present:</b>	Ted Wilson	President
	Lara McKendrick	Senior Vice President and Treasurer
	Settimo Vilardi	Immediate Past President
	Susan Spiegel	Vice President
	Thomas Yeung	Vice President
	Loloa Alkasawat	Councillor
	Donald Ardiel	Councillor
	J. William Birdsell	Councillor
	Jim Butticci	Lieutenant Governor in Council Appointee
	Kimberly Fawcett-Smith	Lieutenant Governor in Council Appointee
	Natasha Krickhan	Councillor
	Jenny Lafrance	Councillor ( <i>virtual</i> )
	Michelle Longlade	Lieutenant Governor in Council Appointee
	Elaine Mintz	Lieutenant Governor in Council Appointee
	Deo Paquette	Councillor
	Anna Richter	Councillor ( <i>virtual</i> )
	Kristiana Schuhmann	Councillor
	Ted Watson	Councillor
	Marek Zawadzki	Councillor
	Kristi Doyle	Executive Director
	Christie Mills	Registrar
	Tina Carfa	Executive Assistant, Executive Services

**Regrets:** None

<b>Guests:</b>	Mélisa Audet	Manager, Practice Advisory Services
	Erik Missio	Manager, Communications

The President called the meeting to order at 10:10 a.m.

The President noted that a land acknowledgement which is a video recommended by Dr. David Fortin who is a practicing architect of Metis origin from the west and a professor at the University of Waterloo, narrated by Professor Leroy Little Bear of the Blackfoot First Nation of Canada <https://www.youtube.com/watch?v=t4T9QNueBn4> 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**

9906. The President reported that there were no new items to be added to the agenda.

**It was moved by Butticci and seconded by Mintz that the agenda for the May 13, 2025 open meeting be approved as circulated.**

-- CARRIED

## APPROVAL OF MINUTES

9907. *Reference Material Reviewed:* Draft minutes of the March 6, 2025 Open Council meeting.

The draft minutes of the March 6, 2025 Open Council meeting were reviewed.

It was noted that there were some amendments to the titles of the participants at the meeting to reflect the new Executive Committee members.

**It was moved by Birdsell and seconded by Fawcett-Smith that the minutes of the March 6, 2025 Open Council meeting be approved as amended.**

-- CARRIED

## BUSINESS ARISING FROM THE MINUTES

9908. There was no business arising from the minutes.

## ITEMS FOR REVIEW AND APPROVAL

9909. *Reference Materials Reviewed:* Memorandum from Vice President and Practice Resource Committee Chair, Thomas Yeung dated May 2, 2025 re. OAA Document Maintenance - Practice Tips Impacted by OBC 2024: Updates to Practice Tip PT.04 and attached supporting documentation. **(APPENDIX 'A')**

The Vice President reported that the Committee last met May 1. Changes in the Ontario Building Code 2024 resulted in amendments to Practice Tips 4, 7, and 15.

A member of Council requested some clarification with respect to the decision to remove the checklists from the Practice Tip.

Audet responded that the recommendation stems from the discussions at the committee level to simplify the Practice Tip and allow for the user to create their own sourcing information from CHOP, the Ontario Building Code matrix and other sources. In addition, it reduces the need for ongoing maintenance and in fact much of the information is contained in other resources.

**It was moved by Yeung and seconded by Birdsell that Council endorse the revised OAA Practice Tip PT.04 2024 Building Code - Project Code Review as presented to Council on May 13, 2025.**

-- CARRIED (1 abstention)

9910. *Reference Materials Reviewed:* Memorandum from Vice President and Practice Resource Committee Chair, Thomas Yeung dated May 2, 2025 re. OAA Document Maintenance - Practice Tips Impacted by changes to the OAA Regulatory Notices: Updates to Practice Tip PT.07 and attached supporting documentation. **(APPENDIX 'B')**

The Vice President reported.

**It was moved by Yeung and seconded by Birdsell that Council endorse the revised OAA Practice Tip PT.07 Professional Opinion - Independent Opinion Reviewing a Project Prepared by Another Holder as presented to Council on May 13, 2025.**

-- CARRIED



9911. *Reference Materials Reviewed:* Memorandum from Vice President and Practice Resource Committee Chair, Thomas Yeung dated May 2, 2025 re. OAA Document Maintenance: Updates to Practice Tip PT.15 and attached supporting documentation. **(APPENDIX 'C')**

The Vice President reported.

A member of Council suggested amendments to the revised document such that the language and terms are consistent with OAA documents 600 and 800 i.e. reference to 'additional services' be changed to 'extra services'. Council agreed with the proposed amendments. OAA staff to make the amendments and share with Vice President Yeung and Councillor Richter before issuing.

It was suggested by a member of Council that the foundation of all Practice Tips may need to change in the future. Currently the foundation is predictive however a more adaptive approach will likely be necessary in the future.

There was a brief discussion about the availability of resources pertaining to IPD and whether a Practice Tip was being developed. It was noted that this was not on the list of PTs to be developed adding that there are already many robust resources currently available to members on this topic. In keeping with the OAA mandate and five year Strategic Plan, the OAA can leverage resources already available and point members directly to that information.

**It was moved by Yeung and seconded by Alkasawat that Council endorse the revised OAA Practice Tip PT. 15 Consulting Contracts, Managing Changes, Scope Creep subject to the amendments proposed on May 13, 2025.**

-- CARRIED

## **ITEMS FOR DISCUSSION**

9912. There were no items for discussion.

## **EXECUTIVE COMMITTEE REPORTS**

9913. *Reference Material Reviewed:* President's Activities for the months of March to May. **(APPENDIX 'D')**

The report was noted for information.

9913. *Reference Material Reviewed:* Report from Executive Director, Kristi Doyle dated May 6, 2025 re. Executive Director Report to Council. **(APPENDIX E')**

The report was noted for information.

9914. *Reference Material Reviewed:* Memorandum from Registrar, Christie Mills re. Office of the Registrar Statistical Report to Council – February 19, 2025 to April 25, 2025. **(APPENDIX 'F')**

The report was noted for information.

9915. *Reference Material Reviewed:* Memorandum from Senior Vice President and Treasurer, Lara McKendrick dated May 2, 2025 re. Unaudited Financial Statements for the Three Months Ended February 28, 2025 and attached background information. **(APPENDIX 'G')**

The Senior Vice President and Treasurer reported.

A member of Council requested clarification on the \$47,085 reported for consultant fees in the Landscape Design Project.

Doyle responded that it is not additional fees incurred but rather reflects the coding of the fees as it pertains to the general operating budget, and that there will be a transfer from the capital budget expense to offset the amount. As a reminder, the Landscape Project is being funded through the capital/building reserve

A Councillor enquired about the investment policy noting that there appears to be a discrepancy in reporting it at \$5.6 million in the balance sheet and \$4.4 million in the statement of cash flows in terms of investments. It was further noted that there is to be a paydown of the mortgage in 2026 at an amount that will maintain the current payment amount, however it was suggested that there be a larger paydown as a gesture to the members of financial prudence.

The Senior Vice President and Treasurer noted that there are differences between PIAs and short-term deposits. The PIA is providing interest at 4.25% which is higher than GICs and is the most prudent investment choice at this time. The cash flow reported is mainly due to ExAC and timing of registration fees and reconciliation from the other architectural regulators.

It was suggested by the Councillor that there may be an opportunity to adjust the OAA investment policy and move to longer term investment with higher returns over time.

The Senior Vice President and Treasurer responded that the Finance and Audit Committee will be reviewing the OAA investment policy as well as the three-year reserve fund allocation, including the intended mortgage paydown over the summer as part of development of the 2026 budget.

The Senior Vice President and Treasurer noted that some additional graphics had been added to her report and that some adjustments to the format of the charts and labelling will be made based on Council feedback.

There were some additional questions from Council related to the level of Committee spending, as well as the court order line item, the annual Conference and any anticipated year end surplus. The SVP & Treasurer indicated that this feedback will be shared with the Finance & Audit Committee for consideration of the 2026 budget development.

The report was noted for information.

9916. *Reference Material Reviewed:* Memorandum from the Communications and Public Education Committee (CPEC) dated April 28, 2025 re. General Updates and Funding Allocations and attached background information. **(APPENDIX 'H')**

The report was noted for information.

9917. *Reference Material Reviewed:* Memorandum from Governance Committee dated April 30, 2025 re. Update from OAA Governance & HR Committee and attached supporting documentation. **(APPENDIX 'I')**

The report was noted for information.

9918. *Reference Material Reviewed:* Memorandum from the OAA Building Committee dated April 29, 2025 re. Update from the OAA Building Committee and attached supporting documentation. **(APPENDIX 'J')**

It was reported by the Chair of the Committee that construction of the Presidents Wall is complete. Council will conduct an official ribbon cutting at the June Council meeting and invite past Presidents of the OAA to join Council for the ceremony and lunch that same day.

The report was noted for information.

9919. *Reference Material Reviewed:* Memorandum from Practice Resource Committee (PRC) dated May 2, 2025 re. Practice Resource Committee (PRC) Update and attached supporting documentation. **(APPENDIX 'K')**

The report was noted for information.

9920. *Reference Material Reviewed:* Memorandum from Vice President, Susan Speigel dated April 25, 2025 re. Update on the Policy Advisory Coordination Team's (PACT) ongoing work. **(APPENDIX 'L')**

A member of Council noted that the Queen's Park Picks (QPP) will be closing at the end of this month and encouraged Council to reach out to the MPPs to make a submission. The OAA's Policy & Government relations staff have been working diligently on the program and positive feedback has been received.

The report was noted for information.

### ITEMS FOR INFORMATION

9921. *Reference Material Reviewed:* Memorandum from Immediate Past President, Settimo Vilardi dated May 1, 2025 re. Report on Semi Annual meeting of the Regulatory Organizations of Architecture in Canada (ROAC) and attached supporting documentation. **(APPENDIX 'M')**

A member of Council enquired as to the reason for the delay in advancing the work of the Writing Committee as noted in the CACB report.

It was noted that the Committee work has been paused to allow for completion of the CACB Bylaw review and updating.

The report was noted for information.

### OTHER BUSINESS

9922. There was no other business.

### DATE OF NEXT MEETING

9923. The next regular meeting of Council is Thursday June 19, 2025 at 9:30 a.m. at the OAA Headquarters, 111 Moatfield Drive, Toronto, Ontario.

### ADJOURNMENT

9924. **It was moved by Mintz and seconded by Vilardi that the meeting be adjourned at 11:20 a.m.**  
-- CARRIED UNANIMOUSLY

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President

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Date

# Memorandum

**To:** Council

William (Ted) Wilson	Loloa Alkasawat
Donald Ardiel	J. William Birdsell
Jim Butticci	Kimberly Fawcett-Smith
Natasha Krickhan	Jenny Lafrance
Michelle Longlade	Lara McKendrick
Elaine Mintz	Deo Paquette
Anna Richter	Kristiana Schuhmann
Susan Speigel	Settimo Vilardi
Edward (Ted) Watson	Thomas Yeung
Marek Zawadzki	

FOR COUNCIL MEETING  
June 19, 2025  
(open)  
ITEM: 4.3

**From:** Thomas Yeung, Vice President & PRC Chair

**Date:** June 10, 2025

**Subject:** OAA Document Maintenance: Updates to Practice Tip PT.39.1.

**Objective:** To provide overview of the updates to PT.39.1 Best Practices for Review of RFP Language and Supplementary Conditions to OAA 600 and Other Client-Architect Contracts (and proposed new title) and obtain Council endorsement.

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## Background

The OAA's Practice Tips are accessed via the OAA website and, although written primarily for Architects and Licensed Technologists, they are also a resource for clients, lawyers, and other industry professionals. They are meant to be concise and follow a consistent structure and tone.

## Key Changes to the Practice Tip PT.39.1 (refer to Attachments 0, 1 and 2)

This Practice Tip was written to provide guidance to practices about terms and conditions in procurement documents and client-authored contracts which may contravene the Act and Regulations, other applicable law, insurance concerns and inappropriate transfer of risk. Written in 2019, the document underwent a minor update in 2020 to modernize the copyright notice of the Practice Tip and, in 2022, references to OAA 600-2021 were added as part of the launch of the updated contract suite. This round of updates is an opportunity to repair broken hyperlinks, make localized edits for member inclusive language (including a change of the practice tip's title), and ease maintenance requirements in the future.

In keeping with the role of the Practice Resource Committee (PRC), the members of the PRC are involved in the review of the Practice Tips in consultation with the Practice Advisory Services team. The Registrar and Executive Director reviewed sections which

mention the Act and Regulations. Pro-Demnity provided updated links to their resources/bulletins as well.

To assist the PRC in their review of amendments to PT.39.1 the attached Summary document was provided to the committee along with the red-lined document. See Appendix 0 which provides a high level summary of the changes as well as the process of review.

### **Next Steps - Communication Plan, Withdraw Previous Version & Other Updates**

In tandem with the OAA's Communication team, staff from PAS will work on the following items to support the release of the updated resource following Council's review:

- Update to the OAA website, including edits to other associated resources such as PT.00 Index to Practice Tips.
- Coordinate the change to the resource with other OAA Programs/ Service Areas (i.e. OAA Admission Course, Practice Consultation Services Program).
- Communications to Members: The updated Practice Tip will be posted on the website, featured in an upcoming issue of the OAA's Practice Advisory Newsletter as well as social media.

PAS is also in the process of preparing for additional edits to the resource at a later time.

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### **Action**

Council is asked to consider the following motion:

*It was moved by Yeung and seconded by .... that Council endorse the revised OAA Practice Tip PT.39.1 Best Practices for Review of RFP Language and Supplementary Conditions to OAA 600 and Other Architectural Services Contracts as presented to Council on June 19, 2025.*

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### **Attachments**

- Attachment 0: Executive Summary (Main Technical and Editorial Changes to PT.39.1)
- Attachment 1: REDLINE - PT.39.1 Best Practices for Review of RFP Language and Supplementary Conditions to OAA 600 and Other Client-Architect Contracts (version 1.2)
- Attachment 2: PT.39.1 Best Practices for Review of RFP Language and Supplementary Conditions to OAA 600 and Other Architectural Services Contracts (version 1.3)

# **Practice Tip PT.39.1 - Best Practices for Review of RFP Language and Supplementary Conditions to OAA 600 and Other Client-Architect Contracts (*proposed title change*)**

## **Executive Summary – Minor Maintenance**

*Updated June 9, 2025*

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### **Background**

- This Practice Tip was originally published in May 2019.
  - Used as a reference in correspondence with client groups as part of RFP Review Program and educational webinar about the use of OAA Contracts.
  - In its original version, OAA 600-2013 was used for the examples
  - Back in 2020, some minor edits were done, such as a change in logo
  - In 2022, some references to OAA 600-2021 were added to coincide with the launch of the OAA Contract Suite 2021; it was flagged that more would need to be done (likely with the help of legal counsel) and therefore some of the references to OAA 600-2013 were left for the time being.
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### **Requirement to Update**

- During a recent review of the resources, it was noticed that some hyperlinks were broken which triggered a minor maintenance cycle for the resource.
  - This resource also needs to be updated to reflect changes to the *Architects Act* and more inclusive language around Lic. Tech., etc.; as well as other editorial/housekeeping items.
  - This minor maintenance cycle will help to start identifying future updates that may be required such as inclusion of updated Pro-Demnity Policy language (introduced on April 1, 2024 & April 1, 2025), opportunity to expand the appendix section for new items (project that has started but is now deferred to later in 2025/early 2026 for the moment)
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### **Overview of the Process and Input from Various Parties**

- Back in April, broken links were noticed, and PAS began an internal review to assess some minor maintenance of the resource.
  - As part of this process, PAS reached out to Pro-Demnity; they provided the updated links (broken due to the changes to their website)
    - They also suggested some additional changes to the content related to PD's Policy changes (refer to phase 2 work being proposed)
  - PAS also reached out to the Registrar and Executive Director to review sections that mention Architects Act and Regulations and other historical references.
  - The proposed updates will also be reviewed by Communications before publication following Council's input.
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### **Organization of PT.39.1 and Proposed Changes**

- General edits
  - Minor formatting adjustments to align with current Practice Tip Templates.
  - Changes for member inclusive language
  - Localized adjustments to tone and wording



- Update references to OAA 600-2021 contract where possible (some areas the OAA 600-2013 references were maintained until next phase of the maintenance is started)
- QBS – update terminology from “quality-based selection” to “qualifications-based selection”, based on current language on the OAA website
- Proposed title change for member inclusive language
- Proposed edits to ‘Summary’ section
  - The Summary Section was expanded to include the following:
    - Relocate the footnote list of various types of procurement documents from the background section
    - Added wording to the high-level summary of the PT
    - Added note about currency of the PT wording with current Pro-Demnity policy wording (see future updates at the end of this executive summary))
    - Added note about new references to OAA 600-2021 where example clauses and implications in Appendix A reference OAA 600-2013
    - Added direction for readers to seek legal advice about their contracts
- Proposed edits to “What You Should Know, What to Look For, and What to be Wary Of”
  - Revise title to “Background” for consistency with standard PT template
  - Added reference to OAA 800 (short form contract) and OAA 900 (subcontract for consultants)
  - Removed reference to withdrawn 2016 Regulatory Notice
  - Added wording about insurability and client specific conditions of a contract
  - Relocate the footnote list of various types of procurement documents to the Summary section
  - Updated link to Pro-Demnity resource bulletin (Client Authored Contracts for Architectural Services)
- Proposed edits to “Checklist of Key Principles to Consider”
  - Added clarifying wording to a few of the key principles
- Proposed edits to “1. Issues of Most Serious Concern vs. Terms Requiring Business Decisions.”
  - Updated link to Pro-Demnity resource bulletin
- Proposed edits to “2. Limitations”
  - Rewording to provide the Construction Act as an example of applicable legislation that changes from time to time;
  - remove references to specific requirements of the Construction Act for easier maintenance
- Proposed edits to “Attachment”
  - None (no change to title of Appendix A)
- New Section proposed “Resources”
  - Add references to the *Architect Act* and regulations; the Contract Suite and Guides, QBS information, Pro-Demnity articles related to April 1, 2024, and April 1, 2025, refreshed policy wording
- Proposed edits to “APPENDIX A – Examples of Specific Contract Language of Concern”
  - Changes for member inclusive language
  - Added reference to Appendix A of OAA 600-2021 contract in “2.8 Instruments of Service”
  - Added references to OAA 600-2021 where example clauses and implications in Appendix A reference OAA 600-2013
  - Repaired broken links to OAA resources (i.e. updated regulatory notices and related practice tip)
  - Added link to Pro-Demnity website resource which has replaced the booklet

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## Next Steps

- Review tags on the website and adjust as needed before re-publication of this phase
- Additional updates will be considered via “Phase 2” and may consider items such as formatting and minor organizational changes, consider inclusion of new examples, consider addition of other resources such as the updates to the OAA RFP and SofQ templates (refer to PRC workplan), and the updated Pro-Demnity Policy language (introduced on April 1, 2024 & April 1, 2025).





## Best Practices for Review of RFP Language and Supplementary Conditions to OAA 600 and Other **Client-Architectural Services** Contracts

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### Summary

Architectural Services ~~More work is being~~ may be solicited by issuing authorities through Requests for Proposals (RFPs), and similar procurement vehicles ~~than in the past~~. Unfortunately, ~~there are many~~ References to Request for Proposal (RFP) in this document include Requests for Quotation (RFQ), Requests for Qualifications (RFQ), Requests for Supplier Qualification (RFSQ), Expressions of Interest (EOI), Request for Vendor Qualification (RFVQ), Request for Consultant Services (RFCS), Request for Design Proposal (RFDP), Invitation to Tender (ITT), and other such documents issued to procure architectural services.

~~On occasion~~ Often Terms and conditions ~~found in these~~ such documents being used that may contravene the *Architects Act* and Regulation 27 as well as other applicable law, may be ~~are~~ uninsurable for the practice, or inappropriately transfer risk or be worded such that claims may be excluded from insurance coverage.

This Practice Tip has not been updated to reflect Pro-Demnity policy wording of April 1, 2024 and April 1, 2025. Members should consult the documents for additional considerations.

Issuing Authorities/Clients and practices should consult their legal counsel on matters pertaining to contracts for professional services.

### **What You Should Know, What to Look For, and What to be Wary Of: Background**

Certificate of practice (CoP) holders Architects, including Licensed Technologists OAA (Lic Tech OAA) and other OAA licensed members, are governed by professional standards and an extensive body of applicable law. They therefore should approach with caution supplementary conditions or contracts authored by others that may attempt to redefine their professional roles and legal obligations. Contracts should be fair and balanced to reflect professional obligations and appropriate relationships.

The following information is provided to assist practices in this area. The OAA continues to endorse the current edition of OAA 600 and OAA 800 as the standard form of contracts for an architect's Certificate of Practice holder's services and OAA 900 as a subcontract for subconsultant services.

It is recognized that there are ~~often~~ specific client and or/project conditions that ~~will~~ may need to be addressed through client or project specific supplementary conditions. In other instances, a client may insist on the use of a custom contract for consulting services. The following does not constitute legal advice and members are urged to seek advice from their own legal counsel when reviewing RFP procurement and contract language.

This document should also be considered alongside Pro-Demnity Insurance Company's bulletin of March 22, 2018: Client Authored Contracts for Architectural Services, which articulates specific circumstances and/or language that is uninsurable, or has considerable impact on the level of risk and liability that members are being asked to assume.

The OAA continues to review procurement documents such as RFPs and contracts with the intent of identifying requirements and/or provisions that may; (i) be uninsurable; (ii) require a n Architect or Licensed Technologist

NB: Members are urged to seek advice from their own legal counsel when reviewing RFP and contract language



~~OAA CoP holder~~ to contract out of their professional obligations as set out in the *Architects Act* and Regulation 27; (iii) which are a contravention of either piece of legislation; or, (iv) unreasonably increase their obligations beyond those at law. Members are ~~once again~~ advised that entering into contracts with requirements and/or language of this type may result in allegations of professional misconduct ~~[Refer to OAA Regulatory Notice – September 6, 2016\_OAA Regulatory Notice – September 6, 2016\_(member login required)]~~.

The OAA ~~supports~~ recommends quality-based selection qualifications-based selection (QBS) for the provision of professional services. While QBS is finding traction in the marketplace, many clients still look to lowest fee as the primary selection criteria. Even for those procurements that include a matrix of selection criteria, the criteria are often subjective, leading in many cases to selection based on lowest fee.

<sup>1</sup> ~~References to Request for Proposal (RFP) in this document includes Requests for Quotation (RFQ), Requests for Qualifications (RFQ), Requests for Supplier Qualification (RFSQ), Expressions of Interest (EOI), Request for Vendor Qualification (RFVQ), Request for Consultant Services (RFCS), Request for Design Proposal (RDFP), Invitation to Tender (ITT), and other such documents issued to elicit proposals to provide architectural services.~~

Members ~~should not forget that they~~ have a responsibility under the *Architects Act* to maintain professional standards in the provision of their professional services regardless of the fee obtained. Failure to maintain professional standards exposes practices to additional liability and the possibility of charges of professional misconduct.

## Checklist of Key Principles to Consider:

When reviewing any RFP or contract for professional services, the following are key principles that should be considered ~~carefully~~ within the context of the contract itself.

- Use OAA standard contracts with minimal supplementary conditions whenever possible.
- Understand all of the contractual requirements and, in particular, professional liability insurance coverage implications.
- Check for inconsistencies within the contract and between the contract and the RFP documents.
- Check the priority of documents in the contract and ensure the contract has priority over the ~~RFP~~ procurement documents if the documents RFP isare included as part of the contract.
- Check that there is not a duplication of roles and responsibilities with those of other parties and delete or revise responsibilities that are not part of the practice of architecture.
- Check that the contract does not include broad indemnifications that require the ~~architect CoP holder~~ to assume liability for third parties or go beyond ~~an architect's~~ the CoP holder'sholders responsibility under the law.
- Check that the contract does not include unlimited liability for the ~~CoP holder's architect's~~ services. Liability for insurable errors, omissions or negligence should be limited to the coverage and amount of the contractually required professional liability insurance or to a reasonable contractually specified cap.
- Verify that the client assumes the responsibilities which are clearly theirs.
- Check for any wording being deleted, not just that which is being replaced or new wording being added. All the terms and conditions in the OAA standard contracts are there for a reason. Be especially aware where the new wording has nothing to do with what is being deleted.
- Check for additional clauses and rewordings in other parts of the document. Clients do not always address issues in the same place or general condition in which they are addressed in the original document.
- Understand the duration and implications of any provisions that survive the termination or completion of the contract.
- Consult legal counsel before entering into a non-standard contract or an OAA 600 or RAIC contract with supplementary conditions.

- Consider not responding to an RFP or refusing to sign a contract containing inappropriate terms and conditions, and then advising the issuing authority of the reasons for your decision.

REDLINE

## 1. Issues of Most Serious Concern vs. Terms Requiring Business Decisions.

The OAA's ~~increased~~ activities and clear focus on member awareness around the issue of RFP and contract language is directly related to its mandate to regulate the profession of architecture in the public interest.

Practices agreeing to ~~RFP~~ terms and conditions and entering into contracts that have them engage in activities outside their professional capabilities, or put the certainty of the mandatory coverage under professional liability insurance in question, may become subject to allegations of professional misconduct.

### 1.1. Language that Affects Professional Liability Insurance Coverage

Language of terms and conditions that puts the certainty of professional liability insurance coverage in question should be of great concern. Practices entering into a contract with such language are at risk of not complying with regulatory requirements for mandatory professional liability insurance.

Pro-Demnity's "[Client-authored Contracts for Architectural Services](#)" bulletin dated March 22, 2018 articulates specific contract terms and conditions excluded from professional liability insurance coverage, or which seriously impact the ability of the insurer to respond to a claim. In the light of the information in the ~~Bulletin~~[bulletin](#), practices need to evaluate the terms and conditions in the RFP and contract documents and govern themselves accordingly before responding to the RFP or signing a contract.

### 1.2. Language that Impacts Professional Responsibilities under the Architects Act

Terms and conditions that result in a practice not complying with their professional obligations under the *Architects Act* and Regulation 27 must be avoided. Agreeing to such language may result in allegations of professional misconduct and may result in exclusions from professional liability insurance coverage. As members of a self-regulating profession, ~~architects~~[OAA licensed members](#) should be fully aware of, and fulfil, their obligations and responsibilities under the governing legislation for the professional services for which they are retained.

### 1.3. Terms Requiring Business Decisions

The OAA respects the right of each practice ~~and client~~ to make business decisions as well as accept and manage business risks. However, poor decisions about business risks and the resulting liabilities may lead to financial instability, which can be detrimental to the public interest. ~~Members~~[HCoP holders](#) must clearly understand that they cannot contract out of their professional standards and responsibilities that includes having professional liability insurance coverage for the services provided. Professional services must be provided in accordance with established professional standards and the standard of care at law regardless of the fee obtained.

In order to demonstrate how the above manifests itself, representative clauses drawn from actual terms and conditions ~~found in RFPs reviewed by the OAA~~ are attached as a reference in Appendix A [to this Practice Tip](#).

## Limitations

The examples are drawn from a variety of RFP and contract sources brought to the attention of the OAA in recent years. As such, they are representative of what was current at the time they were reviewed.

Changes in applicable legislation, ~~such as the Construction Act~~, and case law may result in changes to the terms and conditions being proposed by clients.

Members should be alert to the impact of changes in all applicable law.

## **Resources**

[Architects Act and Regulations](#)

[OAA 2021 Contract Suite and Guides](#)

[OAA's Qualifications Based Selection \(QBS\)](#)

[Pro-Demnity Insurance Company](#)

[NEW: Refreshed Policy Wordings - Pro-Demnity - Architect Liability Insurance - Pro-Demnity – Architect Liability Insurance](#)

[Retaining Surveyors, Geotechnical and Hazardous Substances Specialists is Dangerous! - Pro-Demnity - Architect Liability Insurance - Pro-Demnity – Architect Liability Insurance](#)

[Mandatory Arbitration Jeopardizes Your Coverage with the Stroke of a Pen and Handcuffs your Defense - Pro-Demnity - Architect Liability Insurance - Pro-Demnity – Architect Liability Insurance](#)

## **Attachment**

*APPENDIX A – Examples of Specific Contract Language of Concern.*

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*The OAA does not provide legal, insurance, or accounting advice. Readers are advised to consult their own legal, accounting, or insurance representatives to obtain suitable professional advice in those regards.*

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## Examples of Specific Contract Language of Concern

### 1. Introduction

The following are examples of wording that practices should be most concerned about when reviewing RFPs and contracts. These are NOT exhaustive, but are representative of RFPs and contracts reviewed by the OAA Practice Advisory Services.

The examples noted below should assist practices in making a 'go/no go' decision with respect to responding to an RFP or in contract negotiations. In some cases, there is an option to request the terms of the RFP be amended or to submit a qualified response that addresses the offending clause(s).

The following does not constitute legal advice.

### 2. Examples of Specific Contract Language of Concern

#### 2.1. Overly Broad Indemnification Clauses

Practices should not agree to provide broad indemnities that expose the practice to liabilities and obligations beyond those which are already theirs at law (i.e. what a court would determine in the absence of such contract provisions). An indemnity does not simply mean that the architect-Certificate of Practice (CoP) holder promises not to pursue a claim against the named parties. It also means that the CoP holder architect agrees to compensate the named parties for defined losses claimed by the named parties. Such indemnifications are often very broad and the named parties numerous.

The practice's professional liability insurance (PLI) coverage "umbrella" extends to the architect's-practice's obligations to indemnify a client in accordance with established law. Additional indemnity obligations that exceed what are already theirs at law will not be covered by the PLI insurance "umbrella", will likely have financial repercussions, and could result in allegations of professional misconduct against the practice.

#### Examples

Example Clause 1:

*The Consultant agrees to indemnify and hold harmless the City, its Council, officers, employees and agents, against and from **any and all** loss, claims, actions or suits, including costs and **attorney's fees**, for or on account of injury, bodily or otherwise, to or death of persons, damage to or destruction of property belonging to the City, or others, resulting from, **arising out of, or in any way connected with** the Contractor's operations hereunder, excepting only such injury or harm as may be caused **solely by** the fault of negligence of the City, its Council, officers, employees or agents.*

#### Implications

This example is overly broad in scope and creates an unbalanced contract. If agreed to, a practice would be liable to not only the City, but in addition, its Council, officers, all employees and agents, and not only in tort, but also in contract. Regardless of whether the practice has provided the most exemplary professional services and nothing has gone wrong nor failed, it is still responsible to indemnify the entire list of named persons. Further, if the City is anything less than 100 per cent ("solely") liable, the practice is still fully responsible. The additional named persons may have no liability for their actions, but are protected by the practice's indemnification.

Use of the words “any and all” individually or in conjunction, or wording with a similar meaning is an attempt to transfer as much risk as possible onto the shoulders of the practice. Professional liability insurance provides coverage for claims arising out of errors, omissions or negligence in the performance of professional services. It does not cover “any and all” claims. Insurance companies will evaluate the specifics of any claim in order to determine if the claim falls within the insurance coverage or not. Agreeing to such wording exposes the practice to liability in excess of what exists at law.

This indemnification goes far beyond the scope of professional errors, omissions, and negligence liability insurance coverage. In part, it accepts responsibility beyond what is an architect practice's responsibility at law. Agreeing to such broad indemnification, could result in a practice and its architects-partners/employees being personally liable for monies beyond the coverage “umbrella”.

#### Example Clause 2:

*The Architect and its Consultants shall indemnify and hold harmless the Client and those for whom it is in law responsible from and against all claims, demands, damages, losses, lawsuits, causes of action, liabilities, claims for lien, liens, civil or **criminal penalties and charges**, or other costs and expenses (including without limitation, **reasonable legal fees**) arising out of or incidental to any property damage or personal injuries including, but not limited to, bodily injury including death **resulting directly or indirectly, in whole or in part**, from the fault of or any negligent act or omission or error of the Architect or any of the Consultants and their respective agents in connection with the performance or conduct of any services provided under this Contract.*

#### Implications

This example creates disproportionate liability, as it contractually requires the practice to provide 100 per cent indemnification even if the practice is only partially or indirectly responsible; even if it is only one per cent responsible. Be aware that the client's legal fees can skyrocket and may well exceed the legal costs awarded by a court, and payment of such legal fees may not be covered by the practice's professional liability insurance coverage.

There is no insurance coverage for criminal penalties.

#### Recommendations

In addition to refusing and/or negotiating contracts with such wording, practices should consider a number of tools developed by Pro-Demnity Insurance Company for use by architects-practices to bring any indemnity obligation included in a contract back within the coverage “umbrella”. These include:

- A “Notwithstanding Clause” that can be utilized to amend any indemnity provision, good, bad or indifferent, to limit the architect's indemnity obligations to those that are covered by professional liability insurance. Available to Ontario architects since 2005, it has most recently been included in the information booklet “Architects Insuring Architects – The Ontario Architects Professional Liability Insurance Program”. The booklet has been distributed to every member of the OAA, holder of a Certificate of Practice, and participant in the 2016 and 2017 OAA Admission Course. It is also posted on the information about the mandatory insurance coverage and limits to holders of a certificate of practice is available through the Pro-Demnity Insurance Company website in this insurance solutions article titled “Architects Insuring Architects: An Alliance for Protection”.

#### The example is:

*“Notwithstanding the foregoing, the obligations and liabilities of the Architect are limited to the professional liability insurance provided by Pro-Demnity Insurance Company and any specific or excess professional liability insurance coverage in force.*

- An “benign” alternative indemnification Clause with wording that has the architect practice's indemnity obligations to a client in sync with its professional liability insurance coverage and limits. The wording below would replace whatever indemnity wording the client has included.

*"The Architect shall, within the limits of its insurance coverages, 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 professional services of the Architect or of those for whom it is responsible at law."*

In both cases, these clauses are examples provided to guide members in conjunction with their legal counsel. While appropriate when written, they may need to be revised due to subsequent case law or the specifics of a particular RFP/contract.

## 2.2. Standard of Care

Like express warranties and guarantees, practices must avoid terms and conditions that increase the standard of care to that which exceeds anything reasonable or what is required by the *Architects Act*, ~~and~~ Regulation 27, and at law. The standard of care does not require performing services perfectly. To determine negligence, performance is measured against what ~~architects~~ Certificate of practice holders practicing in the same area, in the same or similar locality, under similar circumstances would have done in similar situations.

### Examples

#### Example Clause 1:

*Without prejudice to any other right or remedy available to the Client, the Architect shall promptly **correct, at its sole cost and expense, errors, omissions or deficiencies** in the Instruments of Service and services not in accordance with the requirements of this contract.*

#### Implications:

The client expects perfection. The CoP holder architect must have perfectly complied with the contract requirements or must absorb the entire cost of achieving perfection regardless of any prior acceptance by the client. This standard of care far exceeds anything reasonable, required by the *Architects Act* and Regulation 27 or at law.

#### Example Clause 2:

*The architect shall perform the basic services for the benefit of the client in accordance with the **highest standards** of practice observed on successfully completed projects similar to this project designed by the architect and firms of comparable size, experience and.*

#### Implications:

The client wants the highest standard of performance over and above the professional standard of care required at law.

#### Example Clause 3:

*The Architect shall not, through any act or omission, do anything that will result in the Client being considered the "constructor" under occupational health and safety legislation.*

#### Implications:

The CoP holder architect has no authority to control or direct the client's actions or to be advised about what the client intends to do. However, if the CoP holder architect does anything or fails to do anything (e.g. warn the client), and the client becomes the constructor, then the CoP holder architect may be in breach of the contract. This may apply even if the CoP holder architect is ill-informed or unaware of the client's actions.



## Example Clause 4:

**General Review** means review during visits to the Place of the Work (and where applicable, at locations where building components are fabricated for use at the Project site) at intervals appropriate to the stage of the construction that the Architect in its professional discretion, considers necessary to become familiar with the progress and quality of the Work and to determine that the Work is in **total conformity** with the construction contract documents, and to report, in writing, to the Client, Contractor and chief building official.

## Implications:

General Review is defined in Section 1 of the *Architects Act*, and is elaborated on in Practice Tip [PT.05 General Review – Building Code \(BC\) and Non-Code Related Matters](#) and Regulatory Notices [RN.06, 07 Personal Supervision and Direction Related to Production of Construction Documents](#) and [RN.0-9 General Review Without a Building Permit](#). The redefinition of the term raises the standard of care to perfection, by requiring the determination of strict, 100 per cent, total conformity by the contractor. This would only begin to be possible if the practice had a ~~full-time~~[full-time](#) representative observe each and every construction worker and manufacturer's employee every minute of every day they were working on the project, and each batch of every product was fully tested. It is questionable whether any client would be willing to pay for that level of service or inspection and testing; hence the appropriate language is ~~"general conformity"~~ with the standard of care and the provision of ~~"general-general"~~ review.

### 2.3. Use of the Words "Ensure", "Warrant" or "Guaranty"

These words usually mean "make certain" and may create a binding obligation akin to a guaranty. If these words are used inappropriately, the practice may become a guarantor of performance, and such guaranties are not covered under the professional liability insurance "umbrella".

#### Examples

## Example Clause 1:

*Cost Control: (a) ensure the design of the project does not exceed the approved project budget;*

## Implication:

~~It is impossible for an architect~~[A Certificate of practice holder](#) ~~to cannot~~ guarantee that a design meets a budget. ~~Architects HCoP holders~~ have no control over the costs of labour, materials or equipment, interest rates, foreign exchange rates, supply chain shortages, legislative changes, imposed tariffs, other projects that may go to bid at the same time, catastrophic events, or any of the myriad other factors that determine the bid prices for any project.

## Example Clause 2:

*Referring to the Proponent's corporate quality control and assurance policy, manuals and systems, describe the approach and methodology proposed to ensure quality of product and outcomes*

## Implications:

Having a quality control and assurance process is good practice. At their best, quality control processes, even ISO-certified ones, result in consistent quality. Nothing in the ISO 9000 series of standards addresses the level of that quality. It is just a system of checks, balances and procedures aimed at producing a consistent quality. An ISO-certified manufacturer of lower-quality product is going to produce a consistently ~~low-low-~~ quality product. This clause does nothing to establish a level of quality required even though that was probably the intent.

## Example Clause 3:

*Construction Contract Administration Phase:*

*(a) provide an appropriate level of site review necessary to **ensure** the quality specified is obtained with a corresponding inspection report;*

NB: Members are urged to seek advice from their own legal counsel when reviewing RFP and contract language



- (b) **ensure** that construction site meetings are held and that minutes of meetings are recorded and distributed, along with biweekly progress reports;
- (c) supply drawings to the Contractor(s) for recording changes as built; during the progress of the work **ensure** that the Contractor(s) is keeping as-built drawings up-to-date;
- (d) as an agent of the Owner **ensure** compliance by the Contractor(s) with the requirements of the Occupational Health and Safety Act and its Regulations;
- (e) **ensure** minimal interruption of tenants and building occupants, operations of site systems, security and safety;
- (f) direct all concerns related to the Residential Tenancies Act or other applicable legislation, safety, housekeeping, operations and security to the Contractor(s) Site Superintendent and **ensure** immediate response;

#### Implications:

To ensure something is to offer a guarantee, and guarantees are not insurable. If a claim arises relating to the ~~architect's Certificate of Practice holder's~~ failure to ensure that some condition is met, there is no professional liability insurance coverage for that claim.

The use of the word "ensure" is often based on the invalid assumption that ~~architects CoP holders~~ control or can direct the work of other parties. ~~Architects HCoP holders~~ do not have the authority to force contractors do anything. ~~Architects HCoP holders~~ can determine that work is or is not in accordance with the contract and report ~~conclusions, but conclusions but~~, ultimately, do not have the contractual authority to make the contractor do anything. Similarly, ~~architects CoP holders~~ cannot force a client or authority having jurisdiction to make a specific decision or to make it in a given time frame.

- (a) The use of the word ensure is also often based on an oversimplification of cause and effect, as if periodic site review in and of itself is the sole determinant of construction quality. See item (a) immediately above.
- (b) ~~Architects HCoP holders~~ may request or schedule site ~~meetings, but meetings but~~ have no means of forcing the other parties to attend nor do they have any control over other factors that may determine whether a meeting takes place or not.
- (c) ~~Architects HCoP holders~~ cannot guarantee the as-builts are being kept up-to-date or that all appropriate information is recorded.
- (d) ~~Architects HCoP holders~~ are not police to enforce compliance with applicable law. ~~Architects HCoP holders~~ interpret the requirements of the construction contract, not laws applicable to construction operations.
- (e) This is the contractor's responsibility. An ~~architect CoP holder~~ can only periodically review for compliance by the contractor.
- (f) The ~~architect CoP holder~~ can forward the ~~information, but information but~~ has no authority over the ~~contractor's~~ Site Superintendent nor the priorities assigned to their tasks.

#### Recommendations

The use of the words "ensure", "warrant" and "guaranty" ~~must be avoided~~ is not recommended as it could affect in order to preserve the practice's PLI coverage. Practices should substitute these words with words that do not create a binding obligation that exceeds what is required at law. In instances where these words are incorporated into the contract there may be no coverage for insurance claims.

In many cases, the word "ensure" can be replaced by "use reasonable efforts", "will assist in", "confirm", "will endeavour to", or "require". In other cases, these words can be eliminated by rewording the requirement using active rather than passive voice. For example, replace "Ensure the meeting minutes are recorded" with "Record the meeting minutes". Often rewording in active voice helps clarify if the action is being required of the appropriate party.

Professionals (architects, doctors, lawyers, etc.) do not ensure their services but perform them to meet or exceed the standard of care of their profession.

## 2.4. Client's Right to Set Off

Established law does afford a client the right to set off funds. However, where ~~an architect~~ Certificate of Practice holder has given the client the right to withhold fees through such a contract provision, ~~they architect~~ and ~~the~~ client have essentially agreed to a settlement for what might have otherwise qualified as an insurance claim. There is no professional liability insurance coverage for defence or damages in this case as the settlement has already been reached through contract at the sole discretion of the client, and without any due process or opportunity for the insurance company to defend the claim.

### Examples

Example Clause 1:

*The Client may withhold any further payment of outstanding fees and expenses then due the Architect until such time as the issue is resolved by one of the means set out herein, at which time any outstanding fees and expenses shall be paid as provided in GC11.*

Implications:

The client asserts the right at its sole discretion and without due process to suspend further payment to the ~~architect-CoP holder~~ for however long it takes to resolve the issue. The result may be that the practice has no or only limited liability. It may take several years to reach this conclusion, during which the practice is out-of-pocket. This is often accompanied by clauses that remove any right of the ~~architect-CoP holder~~ to suspend or terminate services. Be sure to check what interest, if any, will be paid on the monies owed and for what period. Often the wording is such as to make it financially advantageous for the owner to delay payment as long as possible.

Note that this condition has been reorganized and modified in OAA 600-2021. Refer to GC12.

Example Clause 2:

*Notwithstanding the foregoing, where the Project is abandoned due to receipt of bids in excess of the variance described in GC ~~56.5~~, no termination expenses are payable, subject to and without prejudice to the Client's right to invoke, **set off** or otherwise take proceedings to recover any loss or damage which it may have suffered as a result of the abandonment of the Project in those circumstances. The Client shall have no further or other liability to the Architect as a result of termination except as described in this GC1~~01.58~~.*

Implications:

The client asserts the right at its sole discretion to decide: that it has suffered some form of damage; that the ~~architect-CoP holder~~ is responsible; and what the amount of damage is. The ~~architect's-CoP holder's~~ only recourse is potentially lengthy and expensive dispute resolution. Agreeing to a right of set off may be considered an admission of guilt/settlement resulting in the potential exclusion of insurance coverage. The clause circumvents any requirement for due process or to prove an allegation to the satisfaction of an independent third party.

Note that this condition has been reorganized and modified in OAA 600-2021. Refer to GC 6.5 and GC11.8.

### Recommendations

With regard to this matter, OAA 600-~~2021A~~ in GC 12.4 states "No deductions shall be made by the *Client* from amounts payable to the *Architect* on account of penalty, liquidated damages, or other sums withheld from payments to contractors, *Consultants* retained by the *Client*, or on account of the cost of changes in the *Work* other than those for which the *Architect* is proven to be legally responsible or has agreed to pay." This clause should be retained.

## 2.5. Contra Proferentem

Contra Proferentem is a Latin term that means “against the offeror”. It refers to a principle in contract law stating that if a clause in a contract appears to be ambiguous, it should be interpreted against the interests of the person who insisted the clause be included. In some cases, clients are insisting that ~~architect's Certificate of Practice holders~~ contract out of this doctrine through language noted below. This is clearly unfair and heavy handed, particularly in situations where the client has indicated that there is no opportunity to negotiate any of the terms of the contract.

### Examples

Example Clause 1:

*In addition to the foregoing, the Architect shall provide all services noted in the Request for Proposals for consulting services for the Project issued to the Architect and the Architect's proposal to offer services. In this regard, **any conflict or ambiguity in the services to be provided shall be resolved in favour of the Client and the doctrine of contra proferentem shall not apply.***

Example Clause 2:

*The parties understand and agree that: (a) this Agreement has been freely negotiated by both parties; and (b) **in any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there will be no inference, presumption or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.***

Implications:

No matter how poorly worded is the RFP or contract, or how inconsistent or contradictory the clauses are within the RFP or between the RFP and the contract terms and conditions, the ~~architect CoP holder~~ has lost the right to the benefit of ambiguity. Any clause that negates contra proferentem indicates that the author has no confidence in what they have written.

## 2.6. Responsibility for Consultants

~~An architect Certificate of Practice holder~~ is responsible at law for the work of any sub-consultants. Therefore, it is unnecessary to write this into the contract. However, ~~architects CoP holders~~ should be wary of instances where a clause, intended to reiterate this responsibility, is added that includes additional requirements related to this responsibility that create insurability issues as noted below.

### Examples

Example Clause 1:

*The Architect must retain or utilize Consultants in respect of any portion or portions of the Architect's service who or which are **selected by the Client**. Notwithstanding the foregoing, and as provided in Article 16.1 of the agreement, the Architect is fully responsible for the performance by its Consultants' duties hereunder and **errors and omissions by any of its Consultants shall be deemed to be those of the Architect.***

Implications:

In this instance the ~~architect CoP holder~~ can only hire consultants already selected by the client, ~~but despite the CoP holder having no say in the quality of the consultants they must work with, and~~ the consultants having their own professional liability insurance, the ~~architect CoP holder~~ agrees that the ~~consultant's~~ errors or omissions are the ~~architect's CoP holder's~~ errors or omissions.

## Example Clause 2:

*The Vendor shall be responsible for the following...*

**Manage, coordinate and be responsible for any Owner appointed sub-consultants (i.e. commissioning);**

## Implications:

The architect CoP holder assumes a greater role and liability for consultants retained by the owner than for the consultants retained directly. ~~Architects HCoP holders~~ coordinate consultant services. Managing the consultants involves a degree of control that architects CoP holders do not have. ~~Architects HCoP holders~~ do not have a contractual relationship with consultants hired by others. To agree to be responsible for them is an assumption of liability beyond what is the architect's CoP holder's at law and may be uninsurable.

## Recommendations

Require any sub-consultants to carry an appropriate level of insurance coverage. For the major engineering disciplines, the coverage should meet; if not exceed, the architect's CoP holder's coverage. Note that defence costs paid by Pro-Demnity do not reduce the amount available to settle a claim. For some other insurance providers, money spent on defence costs is paid for out of the claims limit, which reduces the amount available to settle the claim.

Require any sub-consultants to maintain their insurance coverage for the same duration as required of the architect CoP holder.

Require the client to ~~retain~~inquire similar Client's Consultants with comparable insurance coverage, and for the same duration, as required of the CoP holder of their consultants. Refer to OAA 600 GC05.3.6 & 05.3.7.

The architect's CoP holder's role should only include coordination of consultants retained directly ~~or~~ by the client.

The party who retains a consultant is responsible for them and their services. Do not agree to perform services such as "managing" or "supervising" the work of others.

## 2.7. Specialist consultants

Specialist consultants include land surveyors, and geo-technical or hazardous materials specialist consultants. Typically, they provide information relating to the client's/owner's facility or property. The information they provide should be available to all potential consultants at the start of the procurement process. The existing condition of the site and facility makes a difference to the scope and cost of the consultants' services. There is ample time for the client to investigate such issues before an RFP is issued.

## Examples

## Example Clause 1:

*Amend OAA 600-2013 GC 4.3 by deleting everything prior to ":" and replacing with the following:*

*The Client shall provide information, surveys, reports and services as set out below, **where available and up-to-date**, the accuracy and completeness of which the Architect shall be entitled to rely upon, **unless the Client stipulates otherwise at the time** such information, surveys, reports or services are provided to the Architect. The balance of the information, surveys, reports and services shall be provided by the Architect:*

Note that this condition has been reorganized and modified in OAA 600-2021. Refer to Article A12, and GC05.3.9.

## Implications:

This transfers risk for the accuracy and reliability of information relating to what the client/owner owns from client/owner to the ~~architect~~ Certificate of Practice holder instead. The scope of work cannot be determined until the client determines if the information is available and up-to-date which will not be until after the contract is signed. Even if the information is available and up-to-date, a simple stipulation by the client means the ~~architect~~ CoP holder cannot rely on it. If the ~~architect~~ CoP holder does rely on it, they may end up liable for damage caused by any errors or inaccuracies in the information and any changes required in the construction documents.

## Example Clause 2:

*The Prime Consultant will be required to carry, but not limited, to the following sub consultants in the proposal fees: Electrical engineering, Mechanical engineering, Civil engineering, Life safety/fire code, Structural engineering, **Site surveying**, Quantity surveyor/cost control, Interior design, Audio/Visual, Arrange and coordinate the independent inspection and testing, including soil or soil specialist testing.*

## Implications:

There is an inappropriate transfer of risk from the client to the ~~architect~~ CoP holder. If the information provided by the specialist consultants (land surveyor, geotechnical consultant, hazardous materials consultant, etc.) is inaccurate or incomplete, it may result in the ~~architect~~ CoP holder not developing a proper solution, and the ~~architect~~ CoP holder may have to redesign at no cost to the client and may have to indemnify the client for costs or damages.

## Recommendations

Refer to Practice Tip PT.30 "Retention of Specialist Consultants" in order to address this requirement in the most appropriate way. The ~~architect~~ CoP holder should not accept responsibility for the accuracy or completeness of any services provided by the client's specialist consultants. Any RFP response should be qualified if accurate or up-to-date information is not available. Any project delays related to obtaining such information should not be the ~~architect's~~ architect CoP holder's responsibility.

## 2.8. Instruments of Service

The Instruments of Service are at a minimum the drawings and specifications issued to authorities having jurisdiction, and used to put the project out for bid, ~~or~~ negotiation, or construction. Depending on the project, they may also include such other documents as instructions to bidders, change documents, reports and letters. As defined in OAA 600, Instruments of Service do not include the editable CAD or BIM files or other original editable documents. They are dealt with separately in Appendix A of OAA 600-2021.

The re-definition of Instruments of Service is often done in conjunction with clauses that require the ~~architect~~ Certificate of Practice holder and subconsultants to relinquish copyright and control of their use, and to provide editable (CAD or BIM) files without any indemnification ~~of by~~ the ~~architect~~ client.

## Examples

## Example Clause 1:

*In the definition of "Instruments of Service", delete the phrase "non-editable" and "or computer-aided design documents (e.g. CAD or BIM – editable files)"*

## Implications:

This, in concert with other clauses is used to allow the client to use all the drawings and documents including editable CAD or BIM files for whatever purpose they want, possibly leaving the ~~architect~~ CoP holder liable in contract and in tort, and without providing any acknowledgement of risk or indemnification for claims by the client or any third parties.



## Example Clause 2:

*All plans, drawings, submittals and other documents submitted to the City by the proponent **become and are the property of the City, and the City may, without restriction, make use of such documents and underlying concepts as it sees fit.** The proponent shall not be liable for any damage that may result from any use of said documents for purposes other than those described in this proposal.*

## Implications:

If agreed to, the ~~architect~~-CoP holder gives up ownership of anything submitted to the City for any purpose. This includes any office standard details and specifications. Technically, the ~~architect~~-CoP holder could not use them again on any project without first obtaining permission from the City.

## Recommendations

The *Copyright Act* is clear that, in the absence of contract terms to the contrary, the ~~architect~~-CoP holder has copyright in the Instruments of Service. The ~~architect~~-CoP holder may grant the client an appropriate limited license rather than assigning copyright or transferring ownership to the client. In doing so, it is prudent for the ~~architect~~-CoP holder to require being indemnified and held harmless by the client.

Where a client has any right of future use of the instruments of service with or without a copyright transfer, a release, and indemnity for future use is reasonable and appropriate. The ~~architect~~-CoP holder should not be subject to defending any claim resulting from others using the instruments of service for other purposes than originally intended. This applies whether or not the original intent was for a single building, for facility management, or for repeat projects to the same design.

Have the client and any consultants sign an electronic document transfer agreement such as those recommended in CHOP chapter 2.3.76.4, Appendix A: Copyright and Architects, or in RAIC Practice Builder 19, "The Exchange & Transfer of Electronic Documents" a licencing agreement such as included in the general conditions of OAA 600, or in OAA 600 "Appendix A – Provision of Editable CAD or BIM Files".

## 2.9. Arbitration

The arbitrator of a client/contractor dispute may make a finding based on the evidence presented that the ~~architect~~-Certificate of Practice holder is at fault and therefore liable. Unless the ~~architect~~-CoP holder is a party to the arbitration, there ~~is~~ will be no opportunity to question the evidence or to provide a defence. The arbitrator's findings may later be used against the ~~architect~~-CoP holder with Pro-Demnity or another insurer having had no opportunity to present a defence or to have other relevant consultants involved in the process.

## Examples

## Example Clause 1:

**Delete OAA 600-2013 GC 4.5 and replace with the following:**

*In no event shall any decision made, approval given or review conducted by the Client limit, relieve, reduce or release the Architect and its Consultants from any and all of their obligations, duties or liabilities under this Contract.*

## Implications:

By deleting the provisions in OAA 600 and replacing them with an unrelated topic, this clause subtly removes the right of ~~architects~~-CoP holders to choose to be part of any arbitration of dispute between the client and contractor.

Note that the provisions for notification relating to arbitration have been moved to GC16.6 in OAA 600-2021.

## Example Clause 2:

*If [the client] has entered into contracts with any other parties which provide for a submission to arbitration in the event of a dispute and should the dispute involve the consultant in some manner, [the client] shall be entitled by written notice delivered to the consultant identifying the dispute and have the matter and the consultant's involvement determined in the same arbitration and the consultant by executing this Agreement shall **be deemed to have consented to be a party to and by bound by such proceeding as though it were a signatory to a written submission to Arbitration.***

## Implications:

The architect CoP holder by agreeing to such a clause gives up any choice as to whether they participate in the arbitration or not, and as to the manner of that participation. This may impact the ability of an insurer to mount a defence, to settle without arbitration or to pursue a different dispute resolution process, and may result in exclusion from coverage. Further, by consenting to be a party to such proceeding, the architect CoP holder may find that they have agreed to pay an equal portion of the cost of the arbitration, regardless of the degree of their involvement in the dispute being arbitrated.

## Recommendations

It is as important to review what is being deleted as it is to review what is being added or what it is being replaced with.

One recommended approach is to add a supplementary condition to the construction contract stipulating that when an architect CoP holder is not involved in an arbitration, the parties to the construction contract agree that neither can use the result of the arbitration in support of any subsequent proceedings against the architect CoP holder.

Avoid agreeing in advance to anything where the potential liability, scope, impact, or costs are undefined or ill-defined or which limit the architect's-your options before the circumstances are known.

## 2.10. Construction Liens

Architects-Certificate of Practice (CoP) holders will be familiar with liens arising because money due and payable through a certificate for payment did not find its way to a subcontractor or supplier. Architects-HCoP holders may be less familiar with liens arising because funds did not flow to sub-consultants or suppliers. RFPs often contain clauses requiring contractors to vacate or discharge liens. This requirement is now being imposed on architects CoP holders.

## Examples

## Example Clause 1:

*.1 In the event that a construction lien is preserved against the Project by anyone claiming through the Architect, the Architect shall, at its own expense, forthwith take whatever steps may be necessary to vacate or discharge the lien, as the case may be, including the posting of security into court. In addition, the Architect shall take all further steps necessary to protect the interests of the Client, including, but not limited to, providing a defence to the Client in any lien proceedings. Should the Architect fail to do so, the Client may take any measures the Client deems necessary to vacate or discharge the lien, defend the lien proceeding and deduct all costs of doing so from fees and expenses owing to the Architect.*

## Implications:

If anyone claiming through the architect CoP holder preserves a lien because they have not been paid (whether or not the architect CoP holder has properly paid), the architect CoP holder must pay out of pocket to have the lien vacated or discharged. Legal fees to defend a client accumulate quickly. Professional liability insurance does not pay the defence costs of a third party, so any such legal fees that you agree to pay will come out of pocket and may quickly exceed the architectural services fee for a project.

In addition, there is no compensation from the client for dealing with false or vexatious liens. The final phrase is another instance of the right of set off.

#### Example Clause 2:

*.2 The obligations of the Architect pursuant to this GC shall not apply to a construction lien arising **solely because the Client failed to make timely payment on proper, undisputed invoices** rendered to the Client by the Architect or to a construction lien arising because the Client has given instructions to the Architect's Consultants to perform extra work or services without the privity of the Architect.*

#### Implications:

If the Client-client is anything less than 100 per cent responsible, the architect-CoP holder is entirely responsible for the requirements of paragraph .1 above. Even if the client is 100 per cent responsible, if the reason was anything other than failure to make timely payment, the architect-CoP holder is entirely responsible for the requirements of paragraph .1. This is unfair and disproportionately shifts the rise-risk to the architect.

Note that in OAA 600-2021, GC14 Liens has been added, in part, to address this issue in a balanced manner.

## 2.11. Confidentiality

Revealing confidential information without the client's permission is a contravention of *Regulation 27* section 42.44 and is considered professional misconduct. Such confidentiality provisions are often used in conjunction with clauses that define any information provided in any manner as confidential information.

### Examples

#### Example Clause 1:

*.3 The Architect shall not, without the prior written consent of the Client, use, exploit or divulge or allow access to the Confidential Information to **any third party** (except to employees of the Architect or Consultants who require such use or disclosure to fulfil the obligations of the Architect under this Contract).*

#### Implications:

This clause is overly restrictive. It would restrict the release of information to prospective consultants, authorities having jurisdiction, insurance carriers and regulators.

#### Example Clause 2:

*The Consultant shall return forthwith and without demand all Confidential Information of the client as may be in documentary form or recorded electronically or otherwise upon the termination of its Services.*

#### Example Clause 3:

*All correspondence, documentation, and information of any kind provided to any Proponent in connection with or arising out of this RFP or the acceptance of any Proposal: ...*

*(d) must be returned upon request by the client and/or provide the client with appropriate proof of destruction.*

#### Implications:

Agreeing to this would put the practice in contravention of *Regulation 27* section 42-9 due to a violation of section 47 (42)(b)



## Recommendations

~~Architects-Certificate of Practice (CoP) holders~~ should consider amending such clauses to permit ~~the architect to divulge~~ divulging to the ~~architect's CoP holder's~~ insurers, lawyers, to authorities having jurisdiction and the OAA, as regulator, any information these parties require without having to get the client's permission each time for each document, and to retain, in compliance with *Regulation 27*, a copy of all information received.

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## 2.12. Conflicts of Interest

Conflicts of interest are defined in *Regulation 27* section 43. Some can be resolved by declaration, others cannot. RFPs and contracts may expand on what is considered a conflict of interest or may create conflicts.

### Examples

Example Clause 1:

*.1 During the term of this Contract, the Architect **shall at all times act in the best interests of the Client**, and, in the event of a potential conflict between the Architect's obligations under this Contract and any of the Architect's other obligations or interests, the Architect shall immediately notify the Client of the nature of such potential conflict and shall not proceed to perform any further or additional services unless and until the Client consents to same.*

Implications:

~~Architect's Certificate of Practice (CoP) holders~~ have a primary responsibility to public safety and to design in compliance with the building code and other applicable law. The best interests of the client may at times appear to be or actually be in conflict with the ~~architect's CoP holder's~~ primary regulatory responsibility. To put the client's interests ahead of public safety, the building code or any applicable law would be professional misconduct.

Further, putting the interests of the client ahead of those of the contractor would be in violation of *Regulation 27* 42.46 and of CCDC 2-2020 GC 2.2.98 "In making such interpretations and findings the Consultant will not show partiality to either the Owner or the Contractor", and of similar clauses in other contracts.

Example Clause 2:

*Any Proposal is subject to disqualification if, in the client's sole discretion, the current or past corporate or other interests of any Person named in the Proposal **might, in the client's sole opinion**, give rise to an **actual, potential or perceived conflict of interest** in connection with the Work...*

Implications:

The client reserves the right regardless of whether there is a conflict or not to act as judge, jury and executioner, in making the decision with no recourse to due process. The client is thus permitted to act unreasonably to the detriment of the ~~architect~~CoP holder.

Example Clause 3:

*.2 The Architect acknowledges that, in the event that there is a breach or a threatened breach of any of the provisions of this GC16, **irreparable harm** may be caused to the Client and that the injury to the Client may be difficult to calculate and inadequately compensable in damages. As a result, the Architect agrees that the Client shall be entitled to any available legal or **equitable remedy**, including, without limitation, injunctive relief, and that no such remedy or claim therefor shall disentitle the Client from claiming any other legal or equitable remedy, including, without limitation, monetary damages.*

Implications:

It is as difficult to understand the intent of this paragraph as it is to understand how a threatened breach of conflict of interest could result in irreparable harm. The key appears to be in getting the ~~architect~~CoP holder to agree to the remedies to which the client is entitled. To the extent that any such agreement exceeds what the ~~architect~~CoP holder is liable for at law, such agreement results in uninsurable liability that may expose the ~~architect~~CoP holder to both loss of coverage and charges of professional misconduct

## 2.13. Hierarchy of Documents

~~Architects~~OAA licensed members are familiar with the hierarchy of documents in a construction contract. The same concept applies to the documents in a consulting contract.

### Examples

Example Clause 1:

*The provisions of this **Request for Proposal document shall take precedence** over the more general provisions of the OAA Contract.*

Implications:

Depending on which clauses “more general provisions” is interpreted to apply to, those provisions of the RFP govern and are unlikely to be coordinated with the rest of the contract.

Given that RFPs are typically less precise than contracts or supplemental conditions, including the RFP in the contract may result in significant unexpected changes.

The other result is that all the provisions relating to the preparation and submission of a proposal (which are now irrelevant) become part of the contract.

Example Clause 2:

*In the event of any conflict between the Exhibits, the provisions of these documents will prevail in the following order of precedence:*

- i. Any Change Order issued pursuant to this Purchase Order
- ii. Exhibit “A” – Purchase Order
- iii. Exhibit “B” – Purchase RFP (including any addenda)
- iv. Exhibit “C” – Proposal (including any clarifications)

Implications:

Be mindful of the hierarchy of documents especially when the RFP or bid documents are included in the contract. If the contract is silent, then the provisions of the RFP or bid documents are in effect.

In the case above, nothing revised or proposed in the ~~architect's~~certificate of practice (CoP) holder's proposal has any effect unless all other documents are silent about the issue addressed. If the other documents have anything to say, they govern over the ~~architect's~~CoP holder's proposal.

### Recommendations

The recommendation is to speak with the issuing authority about how they are organizing their RFPs and to suggest that they be organized similar to architectural bid packages so that the instructions to bidders and the RFP itself do not have to be included in the contract.

## 2.14. Time is of the Essence

The use of the legal phrase “time is of the essence” has a very specific meaning and implications related to breach of contract and professional liability insurance coverage.

### Examples

Example Clause in RFP:

*Consultant agrees that time is of the essence*

Example Clause in Contract:

*Consultant agrees that time is of the essence in the performance of services. The Consultant agrees to prosecute the services with all due diligence and to complete the services within the time stated in the contract documents.*

Implications:

Where “time is of the essence” has been agreed to, practices should be aware that the phrase applies to both parties to the contract, imposing strict time requirements on the client as well.

If agreed to, “time is of the essence” becomes a contractual obligation and if the ~~architect~~ Certificate of Practice holder fails to meet any of the time requirements, the practice can be liable for breach of contract even in the absence of any error, omission or negligence, and if not meeting the strict time requirements is caused by others. ~~This~~ This voluntary assumption of liability may lead to the loss of insurance coverage.

### Recommendations

Replace “time is of the essence” with “time is critical”.

## 2.15. Additional Miscellaneous language or requirements that gives rise to concern

Where there is little incomplete understanding of the role of the ~~architect~~ Architect or Licensed Technologist ~~Certificate of Practice holder~~ or for the purpose of transferring additional responsibility and/or liability to the ~~architect-practiceholder~~, the ~~architect's holder's~~ various roles or tasks anticipated may be described differently.

### Examples

Example Clause 1:

*Use of the words: “inspect”, “supervise”, “recommend”, “obtain”, “secure”, “direct”, “approve”*

Implications:

The use of these words may serve to increase the standard of care or otherwise expose the ~~architect~~ Certificate of Practice (CoP) holder to inappropriate liability. Inspection is a higher standard than review. ~~Architects-HCoP holders~~ do not supervise the construction work. With all the complexities of Contract A/Contract B, ~~architects-CoP holders~~ should not recommend to whom to award the contract. To do so implies a legal determination of substantial compliance of the bid submission. Such determination should always be left to ~~a-the client's~~ lawyer.

~~Architects-HCoP holders~~ can “assist in” or “submit for”, ~~but~~ but cannot “obtain” or “secure approvals”. The issuance of an approval is at the discretion of the authority having jurisdiction over which the ~~architect~~ CoP holder has no control. ~~Architects-CoP holders~~ do not direct the work on site. There are many things which ~~architects-CoP holders~~ do not approve, but rather review, such as shop drawings. In general, independent testing and inspection companies inspect, contractors supervise, and ~~architects-CoP holders~~ review.

## Example Clause 2:

*Use of the words: “contractor”, “proponent”, “respondent”, “prime consultant”, “goods/services”, “provider” and “vendor”, “this trade” in relation to the architect*

## Implications:

The use of these terms may indicate that the RFP and the contract were not written specifically for the provision of architectural services, but are generic procurement documents. The inconsistent use of these terms may indicates an poorly edited uncoordinated document cobbled brought together from a variety of sources. In either case, be aware of provisions suitable for the purchase of construction services, or commodity items (e.g. such as paper towels), but inappropriate for the provision of professional services.

Be aware of inconsistencies, incompatibilities and contradictions in the terms and conditions and near duplicate clauses in different parts of the documents.

These concerns are compounded where the RFP is included in its entirety by reference in the resulting contract. Where this happens, it becomes very difficult to determine which of several inconsistent clauses governs. If a hierarchy of documents is stated, it may not resolve conflicts within the individual documents.



## Best Practices for Review of RFP Language and Supplementary Conditions to OAA 600 and Other Architectural Services Contracts

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### Summary

Architectural Services may be solicited by issuing authorities through Requests for Proposals (RFPs), and similar procurement vehicles. References to Request for Proposal (RFP) in this document include Requests for Quotation (RFQ), Requests for Qualifications (RFQ), Requests for Supplier Qualification (RFSQ), Expressions of Interest (EOI), Request for Vendor Qualification (RFVQ), Request for Consultant Services (RFCS), Request for Design Proposal (RFDP), Invitation to Tender (ITT), and other such documents issued to procure architectural services.

Terms and conditions found in such documents may contravene the *Architects Act* and Regulation 27 as well as other applicable law, may be uninsurable for the practice, inappropriately transfer risk or be worded such that claims may be excluded from insurance coverage.

This Practice Tip has not been updated to reflect Pro-Demnity policy wording of April 1, 2024 and April 1, 2025. Members should consult the documents for additional considerations.

Issuing authorities/clients and practices should consult their legal counsel on matters pertaining to contracts for professional services.

### Background

Certificate of practice (CoP) holders and other OAA licensed members, are governed by professional standards and an extensive body of applicable law. They therefore should approach with caution supplementary conditions or contracts authored by others that may attempt to redefine their professional roles and legal obligations. Contracts should be fair and balanced to reflect professional obligations and appropriate relationships.

The following information is provided to assist practices in this area. The OAA continues to endorse the current edition of OAA 600 and OAA 800 as the standard form of contracts for a CoP holder's services and OAA 900 as a subcontract for subconsultant services.

It is recognized that there are specific client and or/project conditions that may need to be addressed through client or project specific supplementary conditions. In other instances, a client may insist on the use of a custom contract for consulting services. The following does not constitute legal advice and members are urged to seek advice from their own legal counsel when reviewing procurement and contract language.

This document should also be considered alongside Pro-Demnity Insurance Company's bulletin of March 22, 2018: [Client Authored Contracts for Architectural Services](#), which articulates specific circumstances and/or language that is uninsurable, or has considerable impact on the level of risk and liability that members are being asked to assume.

The OAA continues to review procurement documents such as RFPs and contracts with the intent of identifying requirements and/or provisions that may; (i) be uninsurable; (ii) require a CoP holder to contract out of their professional obligations as set out in the *Architects Act* and Regulation 27; (iii) which are a contravention of either

NB: Members are urged to seek advice from their own legal counsel when reviewing RFP and contract language

piece of legislation; or, (iv) unreasonably increase their obligations beyond those at law. Members are advised that entering into contracts with requirements and/or language of this type may result in allegations of professional misconduct.

The OAA recommends qualifications-based selection (QBS) for the provision of professional services. While QBS is finding traction in the marketplace, many clients still look to lowest fee as the primary selection criteria. Even for those procurements that include a matrix of selection criteria, the criteria are often subjective, leading in many cases to selection based on lowest fee.

Members have a responsibility under the *Architects Act* to maintain professional standards in the provision of their professional services regardless of the fee obtained. Failure to maintain professional standards exposes practices to additional liability and the possibility of charges of professional misconduct.

### **Checklist of Key Principles to Consider:**

When reviewing any RFP or contract for professional services, the following are key principles that should be considered within the context of the contract itself.

- Use OAA standard contracts with minimal supplementary conditions whenever possible.
- Understand all of the contractual requirements and, in particular, professional liability insurance coverage implications.
- Check for inconsistencies within the contract and between the contract and the RFP documents.
- Check the priority of documents in the contract and ensure the contract has priority over the procurement documents if the documents are included as part of the contract.
- Check that there is not a duplication of roles and responsibilities with those of other parties and delete or revise responsibilities that are not part of the practice of architecture.
- Check that the contract does not include broad indemnifications that require the CoP holder to assume liability for third parties or go beyond the CoP holder's responsibility under the law.
- Check that the contract does not include unlimited liability for the CoP holder's services. Liability for insurable errors, omissions or negligence should be limited to the coverage and amount of the contractually required professional liability insurance or to a reasonable contractually specified cap.
- Verify that the client assumes the responsibilities which are clearly theirs.
- Check for any wording being deleted, not just that which is being replaced or new wording being added. All the terms and conditions in the OAA standard contracts are there for a reason. Be especially aware where the new wording has nothing to do with what is being deleted.
- Check for additional clauses and rewordings in other parts of the document. Clients do not always address issues in the same place or general condition in which they are addressed in the original document.
- Understand the duration and implications of any provisions that survive the termination or completion of the contract.
- Consult legal counsel before entering into a non-standard contract or an OAA or RAIC contract with supplementary conditions.
- Consider not responding to an RFP or refusing to sign a contract containing inappropriate terms and conditions, and then advise the issuing authority of the reasons for your decision.

## 1. Issues of Most Serious Concern vs. Terms Requiring Business Decisions.

The OAA's activities and clear focus on member awareness around the issue of RFP and contract language is directly related to its mandate to regulate the profession of architecture in the public interest.

Practices agreeing to terms and conditions and entering into contracts that have them engage in activities outside their professional capabilities, or put the certainty of the mandatory coverage under professional liability insurance in question, may become subject to allegations of professional misconduct.

### 1.1. Language that Affects Professional Liability Insurance Coverage

Language of terms and conditions that puts the certainty of professional liability insurance coverage in question should be of great concern. Practices entering into a contract with such language are at risk of not complying with regulatory requirements for mandatory professional liability insurance.

Pro-Demnity's ["Client-authored Contracts for Architectural Services" bulletin](#) dated March 22, 2018 articulates specific contract terms and conditions excluded from professional liability insurance coverage, or which seriously impact the ability of the insurer to respond to a claim. In the light of the information in the bulletin, practices need to evaluate the terms and conditions in the RFP and contract documents and govern themselves accordingly before responding to the RFP or signing a contract.

### 1.2. Language that Impacts Professional Responsibilities under the Architects Act

Terms and conditions that result in a practice not complying with their professional obligations under the *Architects Act* and Regulation 27 must be avoided. Agreeing to such language may result in allegations of professional misconduct and may result in exclusions from professional liability insurance coverage. As members of a self-regulating profession, OAA licensed members should be fully aware of, and fulfil, their obligations and responsibilities under the governing legislation for the professional services for which they are retained.

### 1.3. Terms Requiring Business Decisions

The OAA respects the right of each practice and client to make business decisions as well as accept and manage business risks. However, poor decisions about business risks and the resulting liabilities may lead to financial instability, which can be detrimental to the public interest. CoP holders must clearly understand that they cannot contract out of their professional standards and responsibilities that includes having professional liability insurance coverage for the services provided. Professional services must be provided in accordance with established professional standards and the standard of care at law regardless of the fee obtained.

In order to demonstrate how the above manifests itself, representative clauses drawn from actual terms and conditions found in RFPs reviewed by the OAA are attached as a reference in Appendix A to this Practice Tip.

## Limitations

The examples are drawn from a variety of RFP and contract sources brought to the attention of the OAA in recent years. As such, they are representative of what was current at the time they were reviewed.

Changes in applicable legislation, such as the Construction Act, and case law may result in changes to the terms and conditions being proposed by clients.

Members should be alert to the impact of changes in all applicable law.



## Resources

Architects Act and Regulations

OAA 2021 Contract Suite and Guides

OAA's Qualifications Based Selection (QBS)

Pro-Demnity Insurance Company

[NEW: Refreshed Policy Wordings - Pro-Demnity - Architect Liability Insurance - Pro-Demnity – Architect Liability Insurance](#)

[Retaining Surveyors, Geotechnical and Hazardous Substances Specialists is Dangerous! - Pro-Demnity - Architect Liability Insurance - Pro-Demnity – Architect Liability Insurance](#)

[Mandatory Arbitration Jeopardizes Your Coverage with the Stroke of a Pen and Handcuffs your Defense - Pro-Demnity - Architect Liability Insurance - Pro-Demnity – Architect Liability Insurance](#)

## Attachment

*APPENDIX A – Examples of Specific Contract Language of Concern.*

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*The OAA does not provide legal, insurance, or accounting advice. Readers are advised to consult their own legal, accounting, or insurance representatives to obtain suitable professional advice in those regards.*

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## Examples of Specific Contract Language of Concern

### 1. Introduction

The following are examples of wording that practices should be most concerned about when reviewing RFPs and contracts. These are NOT exhaustive but are representative of RFPs and contracts reviewed by the OAA Practice Advisory Services.

The examples noted below should assist practices in making a 'go/no go' decision with respect to responding to an RFP or in contract negotiations. In some cases, there is an option to request the terms of the RFP be amended or to submit a qualified response that addresses the offending clause(s).

The following does not constitute legal advice.

### 2. Examples of Specific Contract Language of Concern

#### 2.1. Overly Broad Indemnification Clauses

Practices should not agree to provide broad indemnities that expose the practice to liabilities and obligations beyond those which are already theirs at law (i.e. what a court would determine in the absence of such contract provisions). An indemnity does not simply mean that the certificate of practice (CoP) holder promises not to pursue a claim against the named parties. It also means that the CoP holder agrees to compensate the named parties for defined losses claimed by the named parties. Such indemnifications are often very broad and the named parties numerous.

The practice's professional liability insurance (PLI) coverage "umbrella" extends to the practice's obligations to indemnify a client in accordance with established law. Additional indemnity obligations that exceed what are already theirs at law will not be covered by the PLI insurance "umbrella", will likely have financial repercussions, and could result in allegations of professional misconduct against the practice.

#### Examples

Example Clause 1:

*The Consultant agrees to indemnify and hold harmless the City, its Council, officers, employees and agents, against and from **any and all** loss, claims, actions or suits, including costs and **attorney's fees**, for or on account of injury, bodily or otherwise, to or death of persons, damage to or destruction of property belonging to the City, or others, resulting from, **arising out of, or in any way connected with** the Contractor's operations hereunder, excepting only such injury or harm as may be caused **solely by** the fault of negligence of the City, its Council, officers, employees or agents.*

#### Implications

This example is overly broad in scope and creates an unbalanced contract. If agreed to, a practice would be liable to not only the City, but in addition, its Council, officers, all employees and agents, and not only in tort, but also in contract. Regardless of whether the practice has provided the most exemplary professional services and nothing has gone wrong nor failed, it is still responsible to indemnify the entire list of named persons. Further, if the City is anything less than 100 per cent ("solely") liable, the practice is still fully responsible. The additional named persons may have no liability for their actions but are protected by the practice's indemnification.

Use of the words “any and all” individually or in conjunction, or wording with a similar meaning is an attempt to transfer as much risk as possible onto the shoulders of the practice. Professional liability insurance provides coverage for claims arising out of errors, omissions or negligence in the performance of professional services. It does not cover “any and all” claims. Insurance companies will evaluate the specifics of any claim in order to determine if the claim falls within the insurance coverage or not. Agreeing to such wording exposes the practice to liability in excess of what exists at law.

This indemnification goes far beyond the scope of professional errors, omissions, and negligence liability insurance coverage. In part, it accepts responsibility beyond what is a practice’s responsibility at law. Agreeing to such broad indemnification, could result in a practice and its partners/employees being personally liable for monies beyond the coverage “umbrella”.

#### Example Clause 2:

*The Architect and its Consultants shall indemnify and hold harmless the Client and those for whom it is in law responsible from and against all claims, demands, damages, losses, lawsuits, causes of action, liabilities, claims for lien, liens, civil or **criminal penalties and charges**, or other costs and expenses (including without limitation, **reasonable legal fees**) arising out of or incidental to any property damage or personal injuries including, but not limited to, bodily injury including death **resulting directly or indirectly, in whole or in part**, from the fault of or any negligent act or omission or error of the Architect or any of the Consultants and their respective agents in connection with the performance or conduct of any services provided under this Contract.*

#### Implications

This example creates disproportionate liability, as it contractually requires the practice to provide 100 per cent indemnification even if the practice is only partially or indirectly responsible; even if it is only one per cent responsible. Be aware that the client’s legal fees can skyrocket and may well exceed the legal costs awarded by a court, and payment of such legal fees may not be covered by the practice’s professional liability insurance coverage.

There is no insurance coverage for criminal penalties.

#### Recommendations

In addition to refusing and/or negotiating contracts with such wording, practices should consider a number of tools developed by Pro-Demnity Insurance Company for use by practices to bring any indemnity obligation included in a contract back within the coverage “umbrella”. These include:

- A “Notwithstanding Clause” that can be utilized to amend any indemnity provision, good, bad or indifferent, to limit the architect’s indemnity obligations to those that are covered by professional liability insurance. Information about the mandatory insurance coverage and limits to holders of a certificate of practice is available through the [Pro-Demnity Insurance Company website in this insurance solutions article titled “Architects Insuring Architects: An Alliance for Protection”](#).

#### The example is:

*“Notwithstanding the foregoing, the obligations and liabilities of the Architect are limited to the professional liability insurance provided by Pro-Demnity Insurance Company and any specific or excess professional liability insurance coverage in force.*

- An alternative indemnity wording that has the practice’s indemnity obligations to a client in sync with its professional liability insurance coverage and limits. The wording below would replace whatever indemnity wording the client has included.

*“The Architect shall, within the limits of its insurance coverages, 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 professional services of the Architect or of those for whom it is responsible at law.”*

In both cases, these clauses are examples provided to guide members in conjunction with their legal counsel. While appropriate when written, they may need to be revised due to subsequent case law or the specifics of a particular RFP/contract.

## 2.2. Standard of Care

Like express warranties and guarantees, practices must avoid terms and conditions that increase the standard of care to that which exceeds anything reasonable or what is required by the *Architects Act*, Regulation 27, and at law. The standard of care does not require performing services perfectly. To determine negligence, performance is measured against what certificate of practice holders practicing in the same area, in the same or similar locality, under similar circumstances would have done in similar situations.

### Examples

Example Clause 1:

*Without prejudice to any other right or remedy available to the Client, the Architect shall promptly **correct, at its sole cost and expense, errors, omissions or deficiencies** in the Instruments of Service and services not in accordance with the requirements of this contract.*

Implications:

The client expects perfection. The CoP holder must have perfectly complied with the contract requirements or must absorb the entire cost of achieving perfection regardless of any prior acceptance by the client. This standard of care far exceeds anything reasonable, required by the *Architects Act* and *Regulation 27* or at law.

Example Clause 2:

*The architect shall perform the basic services for the benefit of the client in accordance with the **highest standards** of practice observed on successfully completed projects similar to this project designed by the architect and firms of comparable size, experience and.*

Implications:

The client wants the highest standard of performance over and above the professional standard of care required at law.

Example Clause 3:

*The Architect shall not, through any act or omission, do anything that will result in the Client being considered the "constructor" under occupational health and safety legislation.*

Implications:

The CoP holder has no authority to control or direct the client's actions or to be advised about what the client intends to do. However, if the CoP holder does anything or fails to do anything (e.g. warn the client), and the client becomes the constructor, then the CoP holder may be in breach of the contract. This may apply even if the CoP holder is ill-informed or unaware of the client's actions.

Example Clause 4:

**General Review** means review during visits to the Place of the Work (and where applicable, at locations where building components are fabricated for use at the Project site) at intervals appropriate to the stage of the construction that the Architect in its professional discretion, considers necessary to become familiar with the progress and quality of the Work and to determine that the Work is in **total conformity** with the construction contract documents, and to report, in writing, to the Client, Contractor and chief building official.

Implications:

General Review is defined in Section 1 of the *Architects Act* and is elaborated on in Practice Tip PT.05 General Review – Building Code (BC) and Non-Code Related Matters and Regulatory Notices RN. 07

Personal Supervision and Direction Related to Production of Construction Documents and RN.09 General Review Without a Building Permit. The redefinition of the term raises the standard of care to perfection, by requiring the determination of strict, 100 per cent, total conformity by the contractor. This would only begin to be possible if the practice had a full-time representative observe each and every construction worker and manufacturer's employee every minute of every day they were working on the project, and each batch of every product was fully tested. It is questionable whether any client would be willing to pay for that level of service or inspection and testing; hence the appropriate language is "general conformity" with the standard of care and the provision of "general" review.

### 2.3. Use of the Words "Ensure", "Warrant" or "Guaranty"

These words usually mean "make certain" and may create a binding obligation akin to a guaranty. If these words are used inappropriately, the practice may become a guarantor of performance, and such guaranties are not covered under the professional liability insurance "umbrella".

#### Examples

Example Clause 1:

*Cost Control: (a) ensure the design of the project does not exceed the approved project budget;*

Implication:

A certificate of practice holder cannot guarantee that a design meets a budget. CoP holders have no control over the costs of labour, materials or equipment, interest rates, foreign exchange rates, supply chain shortages, legislative changes, imposed tariffs, other projects that may go to bid at the same time, catastrophic events, or any of the myriad other factors that determine the bid prices for any project.

Example Clause 2:

*Referring to the Proponent's corporate quality control and assurance policy, manuals and systems, describe the approach and methodology proposed to ensure quality of product and outcomes*

Implications:

Having a quality control and assurance process is good practice. At their best, quality control processes, even ISO-certified ones, result in consistent quality. Nothing in the ISO 9000 series of standards addresses the level of that quality. It is just a system of checks, balances and procedures aimed at producing a consistent quality. An ISO-certified manufacturer of lower-quality product is going to produce a consistently low-quality product. This clause does nothing to establish a level of quality required even though that was probably the intent.

Example Clause 3:

*Construction Contract Administration Phase:*

- (a) provide an appropriate level of site review necessary to **ensure** the quality specified is obtained with a corresponding inspection report;*
- (b) **ensure** that construction site meetings are held and that minutes of meetings are recorded and distributed, along with biweekly progress reports;*
- (c) supply drawings to the Contractor(s) for recording changes as built; during the progress of the work **ensure** that the Contractor(s) is keeping as-built drawings up-to-date;*
- (d) as an agent of the Owner **ensure** compliance by the Contractor(s) with the requirements of the Occupational Health and Safety Act and its Regulations;*
- (e) **ensure** minimal interruption of tenants and building occupants, operations of site systems, security and safety;*

- (f) *direct all concerns related to the Residential Tenancies Act or other applicable legislation, safety, housekeeping, operations and security to the Contractor(s) Site Superintendent and **ensure** immediate response;*

#### Implications:

To ensure something is to offer a guarantee, and guarantees are not insurable. If a claim arises relating to the certificate of practice holder's failure to ensure that some condition is met, there is no professional liability insurance coverage for that claim.

The use of the word "ensure" is often based on the invalid assumption that CoP holders control or can direct the work of other parties. CoP holders do not have the authority to force contractors do anything. CoP holders can determine that work is or is not in accordance with the contract and report conclusions but, ultimately, do not have the contractual authority to make the contractor do anything. Similarly, CoP holders cannot force a client or authority having jurisdiction to make a specific decision or to make it in a given time frame.

- (a) The use of the word ensure is also often based on an oversimplification of cause and effect, as if periodic site review in and of itself is the sole determinant of construction quality. See item (a) immediately above.
- (b) CoP holders may request or schedule site meetings but have no means of forcing the other parties to attend nor do they have any control over other factors that may determine whether a meeting takes place or not.
- (c) CoP holders cannot guarantee the as-builts are being kept up-to-date or that all appropriate information is recorded.
- (d) CoP holders are not police to enforce compliance with applicable law. CoP holders interpret the requirements of the construction contract, not laws applicable to construction operations.
- (e) This is the contractor's responsibility. A CoP holder can only periodically review for compliance by the contractor.
- (f) The CoP holder can forward the information but has no authority over the contractor's Site Superintendent nor the priorities assigned to their tasks.

#### Recommendations

The use of the words "ensure", "warrant" and "guaranty" is not recommended as it could affect the practice's PLI coverage. Practices should substitute these words with words that do not create a binding obligation that exceeds what is required at law. In instances where these words are incorporated into the contract there may be no coverage for insurance claims.

In many cases, the word "ensure" can be replaced by "use reasonable efforts", "will assist in", "confirm", "will endeavour to", or "require". In other cases, these words can be eliminated by rewording the requirement using active rather than passive voice. For example, replace "Ensure the meeting minutes are recorded" with "Record the meeting minutes". Often rewording in active voice helps clarify if the action is being required of the appropriate party.

Professionals (architects, doctors, lawyers, etc.) do not ensure their services but perform them to meet or exceed the standard of care of their profession.

## 2.4. Client's Right to Set Off

Established law does afford a client the right to set off funds. However, where a certificate of practice holder has given the client the right to withhold fees through such a contract provision, they and the client have essentially agreed to a settlement for what might have otherwise qualified as an insurance claim. There is no professional liability insurance coverage for defence or damages in this case as the settlement has already been reached through contract at the sole discretion of the client, and without any due process or opportunity for the insurance company to defend the claim.

## Examples

### Example Clause 1:

*The Client may withhold any further payment of outstanding fees and expenses then due the Architect until such time as the issue is resolved by one of the means set out herein, at which time any outstanding fees and expenses shall be paid as provided in GC11.*

### Implications:

The client asserts the right at its sole discretion and without due process to suspend further payment to the CoP holder for however long it takes to resolve the issue. The result may be that the practice has no or only limited liability. It may take several years to reach this conclusion, during which the practice is out-of-pocket. This is often accompanied by clauses that remove any right of the CoP holder to suspend or terminate services. Be sure to check what interest, if any, will be paid on the monies owed and for what period. Often the wording is such as to make it financially advantageous for the owner to delay payment as long as possible.

Note that this condition has been reorganized and modified in OAA 600-2021. Refer to GC12.

### Example Clause 2:

*Notwithstanding the foregoing, where the Project is abandoned due to receipt of bids in excess of the variance described in GC 6.5, no termination expenses are payable, subject to and without prejudice to the Client's right to invoke, **set off** or otherwise take proceedings to recover any loss or damage which it may have suffered as a result of the abandonment of the Project in those circumstances. The Client shall have no further or other liability to the Architect as a result of termination except as described in this GC11.8.*

### Implications:

The client asserts the right at its sole discretion to decide: that it has suffered some form of damage; that the CoP holder is responsible; and what the amount of damage is. The CoP holder's only recourse is potentially lengthy and expensive dispute resolution. Agreeing to a right of set off may be considered an admission of guilt/settlement resulting in the potential exclusion of insurance coverage. The clause circumvents any requirement for due process or to prove an allegation to the satisfaction of an independent third party.

Note that this condition has been reorganized and modified in OAA 600-2021. Refer to GC 6.5 and GC11.8.

## Recommendations

With regard to this matter, OAA 600-2021A in GC 12.4 states "No deductions shall be made by the *Client* from amounts payable to the *Architect* on account of penalty, liquidated damages, or other sums withheld from payments to contractors, *Consultants* retained by the *Client*, or on account of the cost of changes in the *Work* other than those for which the *Architect* is proven to be legally responsible or has agreed to pay." This clause should be retained.

## 2.5. Contra Proferentem

Contra Proferentem is a Latin term that means "against the offeror". It refers to a principle in contract law that if a clause in a contract appears to be ambiguous, it should be interpreted against the interests of the person who insisted the clause be included. In some cases, clients are insisting that certificate of practice holders contract out of this doctrine through language noted below. This is clearly unfair and heavy handed, particularly in situations where the client has indicated that there is no opportunity to negotiate any of the terms of the contract.

## Examples

### Example Clause 1:

*In addition to the foregoing, the Architect shall provide all services noted in the Request for Proposals for consulting services for the Project issued to the Architect and the Architect's proposal to offer services. In this*

*regard, **any conflict or ambiguity in the services to be provided shall be resolved in favour of the Client and the doctrine of contra proferentem shall not apply.***

Example Clause 2:

*The parties understand and agree that: (a) this Agreement has been freely negotiated by both parties; and (b) **in any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there will be no inference, presumption or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.***

Implications:

No matter how poorly worded is the RFP or contract, or how inconsistent or contradictory the clauses are within the RFP or between the RFP and the contract terms and conditions, the CoP holder has lost the right to the benefit of ambiguity. Any clause that negates contra proferentem indicates that the author has no confidence in what they have written.

## 2.6. Responsibility for Consultants

A certificate of practice holder is responsible at law for the work of any sub-consultants. Therefore, it is unnecessary to write this into the contract. However, CoP holders should be wary of instances where a clause, intended to reiterate this responsibility, is added that includes additional requirements related to this responsibility that create insurability issues as noted below.

### Examples

Example Clause 1:

*The Architect must retain or utilize Consultants in respect of any portion or portions of the Architect's service who or which are **selected by the Client**. Notwithstanding the foregoing, and as provided in Article 16.1 of the agreement, the Architect is fully responsible for the performance by its Consultants' duties hereunder and **errors and omissions by any of its Consultants shall be deemed to be those of the Architect.***

Implications:

In this instance the CoP holder can only hire consultants already selected by the client. Despite the CoP holder having no say in the quality of the consultants they must work with, and the consultants having their own professional liability insurance, the CoP holder agrees that the consultant's errors or omissions are the CoP holder's errors or omissions.

Example Clause 2:

*The Vendor shall be responsible for the following...*

***Manage, coordinate and be responsible for** any Owner appointed sub-consultants (i.e. commissioning);*

Implications:

The CoP holder assumes a greater role and liability for consultants retained by the owner than for the consultants retained directly. CoP holders coordinate consultant services. Managing the consultants involves a degree of control that CoP holders do not have. CoP holders do not have a contractual relationship with consultants hired by others. To agree to be responsible for them is an assumption of liability beyond what is the CoP holder's at law and may be uninsurable.

### Recommendations

Require any sub-consultants to carry an appropriate level of insurance coverage. For the major engineering disciplines, the coverage should meet; if not exceed, the CoP holder's coverage. Note that defence costs paid by Pro-Demnity do not reduce the amount available to settle a claim. For some other insurance providers,



money spent on defence costs is paid for out of the claims limit, which reduces the amount available to settle the claim.

Require any sub-consultants to maintain their insurance coverage for the same duration as required of the CoP holder.

Require the client to retain *Client's Consultants* with comparable insurance coverage, and for the same duration, as required of the CoP holder. Refer to OAA 600 GC05.3.6 & 05.3.7.

The CoP holder's role should only include coordination of consultants retained directly by the client.

The party who retains a consultant is responsible for them and their services. Do not agree to perform services such as "managing" or "supervising" the work of others.

## 2.7. Specialist consultants

Specialist consultants include land surveyors, and geo-technical or hazardous materials specialist consultants. Typically, they provide information relating to the client's/owner's facility or property. The information they provide should be available to all potential consultants at the start of the procurement process. The existing condition of the site and facility makes a difference to the scope and cost of the consultants' services. There is ample time for the client to investigate such issues before an RFP is issued.

### Examples

Example Clause 1:

*Amend OAA 600-2013 GC 4.3 by deleting everything prior to “.” and replacing with the following:*

*The Client shall provide information, surveys, reports and services as set out below, **where available and up-to-date**, the accuracy and completeness of which the Architect shall be entitled to rely upon, **unless the Client stipulates otherwise at the time** such information, surveys, reports or services are provided to the Architect. The balance of the information, surveys, reports and services shall be provided by the Architect:*

Note that this condition has been reorganized and modified in OAA 600-2021. Refer to Article A12, and GC05.3.9.

Implications:

This transfers risk for the accuracy and reliability of information relating to what the client/owner owns from client/owner to the certificate of practice holder instead. The scope of work cannot be determined until the client determines if the information is available and up-to-date which will not be until after the contract is signed. Even if the information is available and up-to-date, a simple stipulation by the client means the CoP holder cannot rely on it. If the CoP holder does rely on it, they may end up liable for damage caused by any errors or inaccuracies in the information and any changes required in the construction documents.

Example Clause 2:

*The Prime Consultant will be required to carry, but not limited, to the following sub consultants in the proposal fees: Electrical engineering, Mechanical engineering, Civil engineering, Life safety/fire code, Structural engineering, **Site surveying**, Quantity surveyor/cost control, Interior design, Audio/Visual, Arrange and coordinate the independent inspection and testing, including soil or soil specialist testing.*

Implications:

There is an inappropriate transfer of risk from the client to the CoP holder. If the information provided by the specialist consultants (land surveyor, geotechnical consultant, hazardous materials consultant, etc.) is inaccurate or incomplete, it may result in the CoP holder not developing a proper solution, and the CoP holder may have to redesign at no cost to the client and may have to indemnify the client for costs or damages.

## Recommendations

Refer to Practice Tip PT.30 “Retention of Specialist Consultants” in order to address this requirement in the most appropriate way. The CoP holder should not accept responsibility for the accuracy or completeness of any services provided by the client’s specialist consultants. Any RFP response should be qualified if accurate or up-to-date information is not available. Any project delays related to obtaining such information should not be the CoP holder’s responsibility.

## 2.8. Instruments of Service

The Instruments of Service are at a minimum the drawings and specifications issued to authorities having jurisdiction, and used to put the project out for bid, negotiation, or construction. Depending on the project, they may also include such other documents as instructions to bidders, change documents, reports and letters. As defined in OAA 600, Instruments of Service do not include the editable CAD or BIM files or other original editable documents. They are dealt with separately in Appendix A of OAA 600-2021.

The re-definition of Instruments of Service is often done in conjunction with clauses that require the certificate of practice holder and subconsultants to relinquish copyright and control of their use, and to provide editable (CAD or BIM) files without any indemnification by the client.

### Examples

Example Clause 1:

*In the definition of “Instruments of Service”, delete the phrase “non-editable” and “or computer-aided design documents (e.g. CAD or BIM – editable files)”*

Implications:

This, in concert with other clauses is used to allow the client to use all the drawings and documents including editable CAD or BIM files for whatever purpose they want, possibly leaving the CoP holder liable in contract and in tort, and without providing any acknowledgement of risk or indemnification for claims by the client or any third parties.

Example Clause 2:

*All plans, drawings, submittals and other documents submitted to the City by the proponent **become and are the property of the City, and the City may, without restriction, make use of such documents and underlying concepts as it sees fit.** The proponent shall not be liable for any damage that may result from any use of said documents for purposes other than those described in this proposal.*

Implications:

If agreed to, the CoP holder gives up ownership of anything submitted to the City for any purpose. This includes any office standard details and specifications. Technically, the CoP holder could not use them again on any project without first obtaining permission from the City.

## Recommendations

The *Copyright Act* is clear that, in the absence of contract terms to the contrary, the CoP holder has copyright in the Instruments of Service. The CoP holder may grant the client an appropriate limited license rather than assigning copyright or transferring ownership to the client. In doing so, it is prudent for the CoP holder to require being indemnified and held harmless by the client.

Where a client has any right of future use of the instruments of service with or without a copyright transfer, a release, and indemnity for future use is reasonable and appropriate. The CoP holder should not be subject to defending any claim resulting from others using the instruments of service for other purposes than originally intended. This applies whether or not the original intent was for a single building, for facility management, or for repeat projects to the same design.

Have the client and any consultants sign an electronic document transfer agreement such as those recommended in CHOP chapter 6.4, [Appendix A: Copyright and Architects](#), a licencing agreement such as included in the general conditions of OAA 600, or in OAA 600 “Appendix A – Provision of Editable CAD or BIM Files”

## 2.9. Arbitration

The arbitrator of a client/contractor dispute may make a finding based on the evidence presented that the certificate of practice holder is at fault and therefore liable. Unless the CoP holder is a party to the arbitration, there will be no opportunity to question the evidence or to provide a defence. The arbitrator’s findings may later be used against the CoP holder with Pro-Demnity or another insurer having had no opportunity to present a defence or to have other relevant consultants involved in the process.

### Examples

Example Clause 1:

**Delete OAA 600-2013 GC 4.5 and replace with the following:**

*In no event shall any decision made, approval given or review conducted by the Client limit, relieve, reduce or release the Architect and its Consultants from any and all of their obligations, duties or liabilities under this Contract.*

Implications:

By deleting the provisions in OAA 600 and replacing them with an unrelated topic, this clause subtly removes the right of CoP holders to choose to be part of any arbitration of dispute between the client and contractor.

Note that the provisions for notification relating to arbitration have been moved to GC16.6 in OAA 600-2021.

Example Clause 2:

*If [the client] has entered into contracts with any other parties which provide for a submission to arbitration in the event of a dispute and should the dispute involve the consultant in some manner, [the client] shall be entitled by written notice delivered to the consultant identifying the dispute and have the matter and the consultant’s involvement determined in the same arbitration and the consultant by executing this Agreement shall **be deemed to have consented to be a party to and by bound by such proceeding as though it were a signatory to a written submission to Arbitration.***

Implications:

The CoP holder by agreeing to such a clause gives up any choice as to whether they participate in the arbitration or not, and as to the manner of that participation. This may impact the ability of an insurer to mount a defence, to settle without arbitration or to pursue a different dispute resolution process, and may result in exclusion from coverage. Further, by consenting to be a party to such proceeding, the CoP holder may find that they have agreed to pay an equal portion of the cost of the arbitration, regardless of the degree of their involvement in the dispute being arbitrated.

### Recommendations

It is as important to review what is being deleted as it is to review what is being added or what it is being replaced with.

One recommended approach is to add a supplementary condition to the construction contract stipulating that when a CoP holder is not involved in an arbitration, the parties to the construction contract agree that neither can use the result of the arbitration in support of any subsequent proceedings against the CoP holder.

Avoid agreeing in advance to anything where the potential liability, scope, impact, or costs are undefined or ill-defined or which limit the your options before the circumstances are known.

## 2.10. Construction Liens

Certificate of practice (CoP) holders will be familiar with liens arising because money due and payable through a certificate for payment did not find its way to a subcontractor or supplier. CoP holders may be less familiar with liens arising because funds did not flow to subconsultants or suppliers. RFPs often contain clauses requiring contractors to vacate or discharge liens. This requirement is now being imposed on CoP holders.

### Examples

Example Clause 1:

*.1 In the event that a construction lien is preserved against the Project by anyone claiming through the Architect, the Architect shall, at its own expense, forthwith take whatever steps may be necessary to vacate or discharge the lien, as the case may be, including the posting of security into court. In addition, the Architect shall take all further steps necessary to protect the interests of the Client, including, but not limited to, providing a defence to the Client in any lien proceedings. Should the Architect fail to do so, the Client may take any measures the Client deems necessary to vacate or discharge the lien, defend the lien proceeding and deduct all costs of doing so from fees and expenses owing to the Architect.*

Implications:

If anyone claiming through the CoP holder preserves a lien because they have not been paid (whether or not the CoP holder has properly paid), the CoP holder must pay out of pocket to have the lien vacated or discharged. Legal fees to defend a client accumulate quickly. Professional liability insurance does not pay the defence costs of a third party, so any such legal fees that you agree to pay will come out of pocket and may quickly exceed the architectural services fee for a project.

In addition, there is no compensation from the client for dealing with false or vexatious liens. The final phrase is another instance of the right of set off.

Example Clause 2:

*.2 The obligations of the Architect pursuant to this GC shall not apply to a construction lien arising **solely because the Client failed to make timely payment on proper, undisputed invoices** rendered to the Client by the Architect or to a construction lien arising because the Client has given instructions to the Architect's Consultants to perform extra work or services without the privity of the Architect.*

Implications:

If the client is anything less than 100 per cent responsible, the CoP holder is entirely responsible for the requirements of paragraph .1 above. Even if the client is 100 per cent responsible, if the reason was anything other than failure to make timely payment, the CoP holder is entirely responsible for the requirements of paragraph .1. This is unfair and disproportionately shifts the risk to the architect.

Note that in OAA 600-2021, GC14 Liens has been added, in part, to address this issue in a balanced manner.

## 2.11. Confidentiality

Revealing confidential information without the client's permission is a contravention of *Regulation 27* section 42.44 and is considered professional misconduct. Such confidentiality provisions are often used in conjunction with clauses that define any information provided in any manner as confidential information.

### Examples

Example Clause 1:

*.3 The Architect shall not, without the prior written consent of the Client, use, exploit or divulge or allow access to the Confidential Information to **any third party** (except to employees of the Architect or Consultants who require such use or disclosure to fulfil the obligations of the Architect under this Contract).*

Implications:

This clause is overly restrictive. It would restrict the release of information to prospective consultants, authorities having jurisdiction, insurance carriers and regulators.

Example Clause 2:

*The Consultant shall return forthwith and without demand all Confidential Information of the client as may be in documentary form or recorded electronically or otherwise upon the termination of its Services.*

Example Clause 3:

*All correspondence, documentation, and information of any kind provided to any Proponent in connection with or arising out of this RFP or the acceptance of any Proposal: ...*

*(d) must be returned upon request by the client and/or provide the client with appropriate proof of destruction.*

Implications:

Agreeing to this would put the practice in contravention of *Regulation 27* section 42.9 due to a violation of section 47 (2)(b)

**Recommendations**

Certificate of practice (CoP) holders should consider amending such clauses to permit divulging to the CoP holder's insurers, lawyers, to authorities having jurisdiction and the OAA, as regulator, any information these parties require without having to get the client's permission each time for each document, and to retain, in compliance with *Regulation 27*, a copy of all information received.

## 2.12. Conflicts of Interest

Conflicts of interest are defined in *Regulation 27* section 43. Some can be resolved by declaration, others cannot. RFPs and contracts may expand on what is considered a conflict of interest or may create conflicts.

### Examples

Example Clause 1:

*.1 During the term of this Contract, the Architect **shall at all times act in the best interests of the Client**, and, in the event of a potential conflict between the Architect's obligations under this Contract and any of the Architect's other obligations or interests, the Architect shall immediately notify the Client of the nature of such potential conflict and shall not proceed to perform any further or additional services unless and until the Client consents to same.*

Implications:

Certificate of practice (CoP) holders have a primary responsibility to public safety and to design in compliance with the building code and other applicable law. The best interests of the client may at times appear to be or actually be in conflict with the CoP holder's primary regulatory responsibility. To put the client's interests ahead of public safety, the building code or any applicable law would be professional misconduct.

Further, putting the interests of the client ahead of those of the contractor would be in violation of *Regulation 27* 42.46 and of CCDC 2-2020 GC 2.2.8 "In making such interpretations and findings the Consultant will not show partiality to either the Owner or the Contractor", and of similar clauses in other contracts.

Example Clause 2:

*Any Proposal is subject to disqualification if, in the client's sole discretion, the current or past corporate or other interests of any Person named in the Proposal **might, in the client's sole opinion**, give rise to an **actual, potential or perceived conflict of interest** in connection with the Work...*

Implications:

The client reserves the right regardless of whether there is a conflict or not to act as judge, jury and executioner, in making the decision with no recourse to due process. The client is thus permitted to act unreasonably to the detriment of the CoP holder.

Example Clause 3:

*.2 The Architect acknowledges that, in the event that there is a breach or a threatened breach of any of the provisions of this GC16, **irreparable harm** may be caused to the Client and that the injury to the Client may be difficult to calculate and inadequately compensable in damages. As a result, the Architect agrees that the Client shall be entitled to any available legal or **equitable remedy**, including, without limitation, injunctive relief, and that no such remedy or claim therefor shall disentitle the Client from claiming any other legal or equitable remedy, including, without limitation, monetary damages.*

Implications:

It is as difficult to understand the intent of this paragraph as it is to understand how a threatened breach of conflict of interest could result in irreparable harm. The key appears to be in getting the CoP holder to agree to the remedies to which the client is entitled. To the extent that any such agreement exceeds what the CoP holder is liable for at law, such agreement results in uninsurable liability that may expose the CoP holder to both loss of coverage and charges of professional misconduct

## 2.13. Hierarchy of Documents

OAA licensed members are familiar with the hierarchy of documents in a construction contract. The same concept applies to the documents in a consulting contract.

### Examples

Example Clause 1:

*The provisions of this **Request for Proposal document shall take precedence** over the more general provisions of the OAA Contract.*

Implications:

Depending on which clauses “more general provisions” is interpreted to apply to, those provisions of the RFP govern and are unlikely to be coordinated with the rest of the contract.

Given that RFPs are typically less precise than contracts or supplemental conditions, including the RFP in the contract may result in significant unexpected changes.

The other result is that all the provisions relating to the preparation and submission of a proposal (which are now irrelevant) become part of the contract.

Example Clause 2:

*In the event of any conflict between the Exhibits, the provisions of these documents will prevail in the following order of precedence:*

- i. Any Change Order issued pursuant to this Purchase Order*
- ii. Exhibit “A” – Purchase Order*
- iii. Exhibit “B” – Purchase RFP (including any addenda)*
- iv. Exhibit “C” – Proposal (including any clarifications)*

Implications:

Be mindful of the hierarchy of documents especially when the RFP or bid documents are included in the contract. If the contract is silent, then the provisions of the RFP or bid documents are in effect.

In the case above, nothing revised or proposed in the certificate of practice (CoP) holder’s proposal has any effect unless all other documents are silent about the issue addressed. If the other documents have anything to say, they govern over the CoP holder’s proposal.

### Recommendations

The recommendation is to speak with the issuing authority about how they are organizing their RFPs and to suggest that they be organized similar to architectural bid packages so that the instructions to bidders and the RFP itself do not have to be included in the contract.

## 2.14. Time is of the Essence

The use of the legal phrase “time is of the essence” has a very specific meaning and implications related to breach of contract and professional liability insurance coverage.

### Examples

Example Clause in RFP:

*Consultant agrees that time is of the essence*

Example Clause in Contract:

*Consultant agrees that time is of the essence in the performance of services. The Consultant agrees to prosecute the services with all due diligence and to complete the services within the time stated in the contract documents.*

Implications:

Where “time is of the essence” has been agreed to, practices should be aware that the phrase applies to both parties to the contract, imposing strict time requirements on the client as well.

If agreed to, “time is of the essence” becomes a contractual obligation and if the certificate of practice holder fails to meet any of the time requirements, the practice can be liable for breach of contract even in the absence of any error, omission or negligence, and if not meeting the strict time requirements is caused by others, this voluntary assumption of liability may lead to the loss of insurance coverage.

### Recommendations

Replace “time is of the essence” with “time is critical”.

## 2.15. Additional Miscellaneous language or requirements that give rise to concern

Where there is incomplete understanding of the role of the Architect or Licensed Technologist or for the purpose of transferring additional responsibility and/or liability to the practice, the various roles or tasks anticipated may be described differently.

### Examples

Example Clause 1:

*Use of the words: “inspect”, “supervise”, “recommend”, “obtain”, “secure”, “direct”, “approve”*

Implications:

The use of these words may serve to increase the standard of care or otherwise expose the certificate of practice (CoP) holder to inappropriate liability. Inspection is a higher standard than review. CoP holders do not supervise the construction work. With all the complexities of Contract A/Contract B, CoP holders should not recommend to whom to award the contract. To do so implies a legal determination of substantial compliance of the bid submission. Such determination should always be left to the client’s lawyer.

CoP holders can “assist in” or “submit for” but cannot “obtain” or “secure approvals”. The issuance of an approval is at the discretion of the authority having jurisdiction over which the CoP holder has no control. CoP holders do not direct the work on site. There are many things which CoP holders do not approve, but rather review, such as shop drawings. In general, independent testing and inspection companies inspect, contractors supervise, and CoP holders review.



Example Clause 2:

*Use of the words: “contractor”, “proponent”, “respondent”, “prime consultant”, “goods/services”, “provider” and “vendor”, “this trade” in relation to the architect*

Implications:

The use of these terms may indicate that the RFP and the contract were not written specifically for the provision of architectural services but are generic procurement documents. The inconsistent use of these terms may indicate an uncoordinated document brought together from a variety of sources. In either case, be aware of provisions suitable for the purchase of construction services, or commodity items (e.g. paper towels), but inappropriate for the provision of professional services.

Be aware of inconsistencies, incompatibilities and contradictions in the terms and conditions and near duplicate clauses in different parts of the documents. These concerns are compounded where the RFP is included in its entirety by reference in the resulting contract. Where this happens, it becomes very difficult to determine which of several inconsistent clauses governs. If a hierarchy of documents is stated, it may not resolve conflicts within the individual documents.

# Memorandum

**To: Council**

William (Ted) Wilson	Loloa Alkasawat
Donald Ardiel	J. William Birdsell
Jim Butticci	Kimberly Fawcett-Smith
Natasha Krickhan	Jenny Lafrance
Michelle Longlade	Lara McKendrick
Elaine Mintz	Deo Paquette
Anna Richter	Kristiana Schuhmann
Susan Spiegel	Settimo Vilardi
Edward (Ted) Watson	Thomas Yeung
Marek Zawadzki	

FOR COUNCIL MEETING  
June 19, 2025  
(open)  
ITEM: 4.4

**From:** Thomas Yeung, Vice President & PRC Chair

**Date:** June 10, 2025

**Subject:** OAA Document Maintenance - Practice Tips Impacted by OBC 2024:  
Updates to Practice Tip PT.19.

**Objective:** To provide overview of the updates to PT.19 ANSI / ASHRAE / IES 90.1 -  
2013 – An Overview (including a proposed title change) and obtain Council  
endorsement.

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## Background

The OAA's Practice Tips are accessed via the OAA website and, although written primarily for Architects and Licensed Technologists, they are also a resource for clients, lawyers, and other industry professionals. They are meant to be concise and follow a consistent structure and tone.

In 2024, the Ministry of Municipal Affairs and Housing (MMAH) issued the 2024 edition of Ontario's Building Code which came into effect on January 1, 2025. This change in legislation resulted in the need to update/review multiple OAA resources including PT.03 OBC Code Matrices, PT.19 as well as others in the PT. 36.0 Series on Energy Efficiency.

### Key Changes to the Practice Tip PT.19 (refer to Appendices 0, 1 and 2)

Practice Tip PT.19 was originally published in 2009 to provide members with an overview of ASHRAE 90.1 and how it is used in conjunction with OBC Supplementary Standard SB-10 Energy Efficiency Requirements.

In keeping with the role of the Practice Resource Committee (PRC), the members of the PRC were involved back in the Fall of 2024 in the review of the Practice Tip in consultation with the Practice Advisory Services Team. To assist the PRC in their initial review of amendments to PT.19 the attached Summary document was provided to the committee along with the red-lined document. See Appendix 0 which provides a high



level summary of the changes as well as the process of review. Due to the nature of the topic, an Advisory Group was also involved as part of the maintenance project.

### Overview of the Process and Input from Various Parties

The first draft was developed by starting with the current version of the Practice Tip, then making adjustments to reflect organization and content (formatting changes, reviewing broken links, remove outdated resources, etc). PRC was consulted in Fall 2024 and indicated that input was needed from practitioners that work closely with energy codes.

It should be noted that the work on PT.19 happened concurrently with the edits proposed to [PT.36.2 SB-10 Energy Efficiency Requirements – Prescriptive Compliance](#) (refer to June Council Memo entitled *OAA Document Maintenance - Practice Tips Impacted by OBC 2024: Updates to Practice Tip PT.36.2* )

Following input from PRC, the draft went to a subject matter expert (SME). An Advisory Group of OAA members was then formed to provide comments about the content of the draft PT.19 from their project experience. The Advisory Group was comprised of members from practices of various size, with experience in projects of different scale and complexity. The group's experience was invaluable in finalizing the edits needed to the resource, which included consideration related to maintenance, formatting, etc.

SME was consulted on feedback received by Advisory Group. PRC has been kept apprised of the process/progress of the Advisory Group and the final draft version of the document was shared for information at June PRC meeting.

### Next Steps - Communication Plan and Withdraw Previous Version

In tandem with the OAA's Communication team, staff from PAS will work on the following items to support the release of the updated resource following Council's review:

- Update to the OAA website, including edits to other associated resources such as [PT.00 Index to Practice Tips](#).
- Coordinate the change to the resource with other OAA Programs/ Service Areas (i.e. OAA Admission Course, CSA Access Program) – if required
- Communications to Members: The updated Practice Tip will be posted on the website, featured in an upcoming issue of the OAA's Practice Advisory Newsletter as well as social media.

### Action

Council is asked to consider the following motion:

*It was moved by Yeung and seconded by .... that Council endorse the revised OAA Practice Tip PT.19 ANSI / ASHRAE / IES 90.1 - 2013 – An Overview of the Energy Standard as presented to Council on June 19, 2025.*

### Attachments



- Attachment 0: Executive Summary (Main Technical and Editorial Changes to PT.19)
- Attachment 1: REDLINE - PT.19 ANSI/ASHRAE/IES 90.1-2013 – An Overview (version 3.1)
- Attachment 2: CLEAN PT.19 ANSI/ASHRAE/IES 90.1-2013 – An Overview of the Energy Standard (version 3.2)



# Practice Tip PT.19 - ANSI/ASHRAE/IES 90.1-2013 – An Overview of the Energy Standard (new proposed title)

## Executive Summary

*Updated June 10, 2025*

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### Background

- This Practice Tip was originally published in Sept 2009 to provide members with an overview of ASHRAE 90.1 and how it is used in conjunction with OBC Supplementary Standard SB-10 Energy Efficiency Requirements.

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### Requirement to Update

- In light of the release of OBC 2024, this resource was identified as part of list of resources needing updates.
- PT.19 was last updated in May 2020.

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### Overview of the Process and Input from Various Parties

- The updates to PT.19 were reviewed in conjunction with the updates required to PT.36.0 Building Energy Performance Series, in particular PT.36.2 OBC SB-10 Energy Efficiency Requirements – Prescriptive Compliance.
- PRC feedback on PT.19 was collected at the Oct 3, 2024 PRC meeting. Members confirmed that the resource was useful in particular to junior staff and when discussing energy code compliance with clients.
- The update to this Practice Tip included the following volunteer efforts:
  - PAS enlisted the help of SME Stephen Pope to review and provide a first draft of proposed updates and edits.
  - PAS assembled a project specific Advisory Group to review the first draft for comments and further proposed edits. The group consisted of the following SMEs: Eman Abdelsabour, Andy Thomson, and Craig England.
  - A final draft was prepared by SME Stephen Pope to address all applicable commentary provided by the Advisory Group.

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### Organization of PT.19 & Proposed Changes

- Updates to reflect 2024 OBC requirements
- Removal and updates to outdated references and resources
- Removal of list of Abbreviations and Definitions, so as not to duplicate the information found in the referenced standards themselves
- Removal of list of Software (to avoid 'endorsement' of products)
- Removal of the term Architect (to be inclusive to all OAA members)
- Reorganization of information and formatting to improve flow
- Addition of contextual information to help make the resource more accessible
- Edits to help clarify some of the technical information



## **Next Steps**

- The revised OAA Practice Tip PT.19 ANSI/ASHRAE/IES 90.1-2013 – An Overview of the Energy Standard is to be presented to Council on June 19, 2025 for review.

## ANSI/ASHRAE/IES 90.1–2013 – An Overview of the Energy Standard

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### Summary

This Practice Tip provides ~~Architects with~~ an overview of “ANSI/ASHRAE/IES 90.1-2013 Energy Standard for Buildings except Low-Rise Residential Buildings” (ASHRAE 90.1) ~~and how it is used in conjunction with the “2012-2024 edition of Ontario’s Building Code” (OBC), and in particular “Supplementary Standard SB-10 Energy Efficiency Requirements” (SB-10).~~

An American National Standards Institute (ANSI) approved standard published by the American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) and jointly sponsored by the Illuminating Engineering Society (IES), ASHRAE 90.1 sets the mandatory minimum requirements for the energy-efficient design of new buildings and additions to existing buildings other than low-rise residential buildings. In addition to energy conservation, it also covers addresses the use of on-site renewable energy resources in the evaluation of whole-building energy performance.

The OBC compliance paths using ASHRAE 90.1 are described in “OBC Supplementary Standard SB-10 Energy Efficiency Requirements, Division 3, Chapter 2 – Additional Requirements to 2013 ANSI/ASHRAE/IES 90.1”. OBC SB-10 includes changes and additional requirements to ~~modify and augment~~ ASHRAE 90.1 with SB-10 to ensure compatibility with Ontario government priorities, including ~~climatic conditions~~, energy availability and construction practices. For example, SB-10 revises the prescriptive enclosure performance tables and the lighting power density tables for both interior and exterior lighting. The SB-10 tables take precedence over the ASHRAE 90.1 published tables. Where there are conflicts between ASHRAE 90.1 and SB-10, SB-10 governs. Where SB-10 is mute on a topic compliance with ASHRAE 90.1 is required for prescriptive compliance to OBC using SB-10 Division 3, Chapter 2.

Compliance with requirements in the OBC for energy efficiency of buildings within the scope of Part 3 and buildings of non-residential occupancy within the scope of Part 9 can be achieved through adherence to requirements set out in:

- ~~ANSI/ASHRAE/IES Standard 90.1-2013 + SB-10 Division 3 Chapter 2 Prescriptive + Performance Paths~~
- ~~CCBFC NRCC 56191, 2015 National Energy Code of Canada for Buildings + SB-10, Division 3, Chapter 3 Prescriptive + Performance Paths~~
- ~~ANSI/ASHRAE/USGBC/IES Standard 189.1-2014, “Standard for the Design of High-Performance Green Buildings~~

~~Except for Low-Rise Residential Buildings” Performance Path – Modelling Required~~

- ~~ASHRAE 90.1-2010 + SB-10 Chapter 2 + 13% Performance Path – Modelling Required.~~
- ~~National Energy Code for Buildings 2011 (NECB) + SB-10 Chapter 3 + 13% Performance Path – Modelling Required~~
- ~~ASHRAE 90.1-2010 + 5% + 13% Performance Path – Modelling Required~~

~~A version of ASHRAE 90.1 is required in 3 of the 6 compliance paths.~~

~~Sections 1–4 of the standard include important general information.~~

~~Section 5, Building Envelope, contains the requirements for envelope compliance including the mandatory provisions referenced in SB-10.~~

~~Sections 6–10 deal with Mechanical/Electrical systems and equipment.~~

~~Section 11 details a performance methodology.~~

~~Section 12 describes the normative references that are part of the standard.~~

~~Appendixes A through G provide supplementary information and necessary tools for applying the standard to specific projects.~~

## **Structure and Content of the Standard**

~~ASHRAE 90.1 sets the mandatory minimum requirements for the energy efficient design of new buildings and additions to existing buildings other than low rise residential buildings. It also covers the use of on-site renewable energy resources.~~

~~The OBC modifies and augments ASHRAE 90.1 with SB-10 to ensure compatibility with Ontario climatic conditions, energy availability and construction practices. Comments and interpretations are provided for sections of the standard where appropriate.~~

~~The ASHRAE 90.1-2013 standard is divided into 12 Sections and includes 7seven aAppendices. The sections, each of which includes a description of required submittals, are:~~

- |                  |  |
|------------------|--|
| <b>FOREWORD</b>  | <del>This summary of the history of the standard includes a description of the continuous maintenance process and discussion of the most significant changes from the previous 2010 edition.</del>   |
| <b>Section 1</b> | <del><b>Purpose:</b> Broad scope description of raison d'être for the standard and what aspects of the design of buildings are covered. This section provides a statement of the purpose of the standard.</del>  |
| <b>Section 2</b> | <del><b>Scope:</b> Provides aThis section outlines a detailed short description of what is and what is not covered addressed by the standard.</del>  |
| <b>Section 3</b> | <del><b>Definitions, Abbreviations, and Acronyms:</b> SB-10 relies on the definitions in ASHRAE 90.1 in addition to those in the OBC. Similar to OBC, ASHRAE defines the terms it uses. Generally, these definitions agree with those in SB-10, but there are some small differences. In these instances, OBC SB-10 will govern. Definitions for U, C and F Factors are included.</del>  |
| <b>Section 4</b> | <del><b>Administration and Enforcement:</b> Important information onThis section identifies what is covered by ASHRAE 90.1 for enforcement. It should be read in conjunction with the OBC, Division A Part 1 and SB-10 Division 1. OBC SB-10 2024 Division 3 Chapter 2 Sentence 1.1.1.2.(1) replaces sections 4.2.1.1. to 4.2.1.3 of ASHRAE 90.1. New buildings are required to conform to ASHRAE 90.1 Sections 5 to 10 or Section 11. Existing buildings with changes of use must conform to OBC Division B Part 10. Renovations must conform to OBC Division B Part 11.</del>  |
| <b>Section 5</b> | <del><b>Building Envelope:</b> The most developed section in ASHRAE 90.1, it begins with a general discussion of intents and scope followed by definitions of the compliance paths and mandatory requirements, including for airtightness. Subsections address the prescriptive, trade-off, and performance compliance paths. The performance path is the "Energy Cost Budget Method," the requirements of which are satisfied by whole-building energy modelling as described in Section 11. Following the description of the compliance paths, there are subsections for submittals and minimum products standards. The requirements for energy efficiency in envelope design including the mandatory provisions referenced in SB-10 are included.</del> |



OBC SB-10 Division 3 Chapter 2 Sentence 1.1.1.4.(1) declares compliance with OBC Division B Part 5 will be deemed to satisfy ASHRAE 90.1 Sections 5.4.3.1.3 and 5.4.3.2.

OBC SB-10 Division 3 Chapter 2 Sentence 1.1.1.4.(2) replaces the ASHRAE 90.1 envelope requirement tables relevant to Ontario with adjusted tables in a similar format providing requirements for all building envelope elements. Requirements for submittals and minimum product standards remain in effect.

- Section 6 Heating, Ventilating and Air Conditioning:** ~~Provides a simplified approach and detailed p~~Procedures for energy efficiency in the design of space conditioning systems are included in this section. The requirements of hydronic systems, radiant heating, heat recovery, heat pumps and some heating boilers are included. Requirements for system controls and control strategies are provided for heating, cooling, and ventilation in the mandatory section. Requirements for piping design and insulation requirements for both heating and cooling systems are provided, along with equipment efficiencies for a range of heating, cooling, and ventilation equipment. Both central plant and distribution equipment are covered.
- Certificate of practice (CoP) holders commonly use ASHRAE 90.1 because their engineering consultants are familiar with it, and OBC recommends using other ASHRAE standards for other areas requiring engineering design. Early coordination with engineering consultants for building services strategies is strongly recommended.
- Section 7 Service Water Heating:** ~~This section p~~Provides a simplified approach and detailed procedures requirements for energy efficiency in the design of space and water heating equipment and systems. Water boiler requirements except those in Section 6 are covered. A table gives a range of domestic water heating equipment and their minimum efficiencies.
- Section 8 Power:** ~~Provides the requirements for energy efficiency in the design of all power distribution systems. Some equipment is covered. Acceptable power system design is demonstrated through compliance with mandatory requirements in this section, including automatic receptacle controls and electrical energy monitoring, plus specified submittals.~~
- Section 9 Lighting:** ~~Includes the requirements for energy efficiency in the design of interior and exterior lighting if attached to or fed by the building's electrical service. It does not include lighting within dwelling units or emergency lighting. This section provides maximum values for interior and exterior lighting in W/m<sup>2</sup> or W/m (SI editions) using either a building type or space-by-space assessment. OBC SB-10 Division 3 Chapter 2 Article 1.1.1.8. adds mandatory conditions. Article 1.1.1.9. replaces the ASHRAE 90.1 lighting power density and controls tables for interior and exterior lighting used in the prescriptive compliance path.~~
- The ASHRAE 90.1 table 9.4.2-1 Exterior Lighting Zones, describing the environmental conditions that define exterior lighting zones, remains in effect and is not changed by SB-10.
- Section 10 Other Equipment:** ~~The~~is section includes energy efficiency design requirements for electric motors, booster pumps and elevators ~~are included.~~
- Section 11 Energy Cost Budget Method (ECBM):** The ECBM (performance compliance path) is an alternative to the prescriptive provisions of the standard and may be used to evaluate compliance of proposed designs. ~~The ECBM~~It may be used when more innovative design concepts are being considered or when the proposed design fails that do not to meet either prescriptive or simple trade off methods of compliance. A common use for the ECBM is to demonstrate compliance with ASHRAE 90.1 when window-to-wall ratios exceed 40%, or skylight-to-roof ratios exceed 3%, and for some reason the trade-off path is not attractive.

~~The requirements for energy modelling are stipulated in this Section and it is useful for understanding the terms and assumptions used in energy modeling software.~~

~~The ECBM may be used when more innovative design concepts are being considered or when the proposed design fails to meet either prescriptive or simple trade-off methods of compliance.~~

**Section 12 Normative References:** References within this ~~S~~section are necessary parts of the standard not unlike OBC Division B, Part 3, Section 1.3. Referenced Documents and Organizations.

~~Four N~~ormative ~~A~~ppendices are considered integral parts of the mandatory requirements of ~~the Standard~~ASHRAE 90.1:-

**Normative Appendix A: Rated R-Value of Insulation and Assembly Factor U-Factor, C-Factor, and F-Factor Determinations:** ~~The~~is Appendix has useful tables for converting assembly component insulation thermal resistance RSI(R)-values to overall assembly thermal transmittance U-values ~~that which take into account for parallel path losses, but do not account for whole assembly thermal bridges as window and door installation thermal bridges, interior and exterior corners, slab edges, and parapets.~~

**Normative Appendix B: Building Envelope Climate Criteria:** ~~Climate Zone and Data for some Canadian cities are included in Table B-2 but should be used with caution especially when using energy modelling software. Toronto, for instance, is listed by ASHRAE as Zone 6. In Supplementary Standard SB-1 Climatic & Seismic Data (for Ontario) (SB-1), with Heating Degree Days below 18°C (HDD18) 3500—3800, it would be in ASHRAE Zone 5. OBC SB-10 Chapter 2 Sentence 1.1.1.3.(1) replaces this appendix directing users to Section 1.3 of OBC SB-10 Chapter 1.~~

**Normative Appendix C: Methodology for Building Envelope Trade-Off Option in Subsection 5.6.** Appendix C details the procedures for the building envelope trade-off option. The method permits trade-offs between building elements but is very complicated. Software such as COMcheck offers an easier way to do trade-offs.

**Normative Appendix D: Climatic Data:** ~~Climate Data for some Canadian cities is included in Table D-2 but should be used with caution. The value in Appendix D for Toronto is 4059 HDD18 whereas in SB-1 the value is 3500—3800 HDD18. According to ASHRAE Timmins is a frigid 6319 HDD18. SB-1 is considerably kinder and puts the City with a Heart of Gold at 5940 HDD18. In both cases the SB-1 values are one climate zone lower. If you are using American or international energy modelling software which include Ontario cities, check the assumed values and if necessary use a different City with values closer to those in SB-1. This appendix is not used for Canadian locations. See discussion under Normative Appendix B.~~

~~Three I~~nformative ~~A~~ppendices contain additional information and are not mandatory or part of ~~the Standard~~ASHRAE 90.1:-

**Informative Appendix E: Informative References:** This appendix contains informative references for the convenience of ~~users of~~ ASHRAE 90.1 ~~users,~~ and ~~to acknowledge~~ source documents when appropriate. ~~They are~~Although generally not necessary parts of the ~~S~~standard ~~although,~~ some Section 12 Normative References are included here as well.

**Informative Appendix F: Addenda Description Information:** The more than 100 addenda to 90.1 are summarized [in this appendix](#).

**Informative Appendix G: Performance Rating Method:** ~~The building performance rating method is a modification of the ECBM in Section 11 and is intended for use in rating the energy efficiency of building designs that exceed the minimum requirements of the standard. The appendix is not an alternative compliance path for the minimum compliance requirements when using Section 11, ECBM. This appendix is provided for those wishing to use the methodology developed for ASHRAE 90.1 to quantify performance that substantially exceeds the requirements of ASHRAE 90.1. The Energy Cost Budget Method (ECBM) presented in Section 11 is the ASHRAE 90.1 “performance compliance path” with the objective of demonstrating compliance to the standard. Rules for representing systems and equipment in the comparison are presented primarily in Section 11 Table 11.5.1, with more general rules for the systems and equipment in the Budget Building presented in Section 11 Figure 11.5.2 and Tables 11.5.2-1 through 4.~~

Informative Appendix G provides a modified set of rules for representing the budget and design buildings where the comparison is intended to demonstrate superior performance of the design building. Differences between the ECBM and Appendix G are subtle and require attention from the energy modelling team.

OBC SB-10 Division 3 Chapter 2 refers only to the rules presented in Section 11 and is mute regarding the Appendix G rule set. Energy models for LEED applications follow Appendix G. Funding agencies may also accept energy models based on Appendix G. Practitioners may want to have their staff or energy modelling consultants confirm the acceptability of the modelling rule sets with the appropriate municipal authorities or funding agencies.

## Suggested Procedure

- Review the entire standard with particular attention to the mandatory conditions in Subsection 5.4.
- Assemble the ASHRAE 90.1 compliance forms where applications are being made using the prescriptive path.
- Confirm the client requirements and objectives and coordinate with the other disciplines in the design team and to select the compliance path appropriate for the project. Analysis and co-ordination among the consultants is critical to selecting the compliance method appropriate for the project.
- Assign the responses to the relevant sections to the appropriate consultant using the ASHRAE 90.1 compliance forms.
- ~~To follow either of the 2 3 compliance paths, prescriptive, trade-off (where available), or performance, requiring using ASHRAE 90.1, review the standard, paying particular attention to the mandatory requirements in sub-section 5.4.~~
- 1. ~~Coordinate with the other disciplines in the design team and select the compliance path appropriate for the project. Analysis and co-ordination among the consultants is critical to selecting the compliance method appropriate for the project.~~
- Refer to the [OBC](#) Supplementary Standard SB–10 Energy Efficiency Requirements, [Practice Tip PT.36.2 OBC SB-10 Energy Efficiency Requirements – Prescriptive Compliance](#) and [PT.36.1 Energy Modelling for details on how to apply ASHRAE 90.1 prescriptive or performance compliance to the design.](#)

## Abbreviations

ANSI	American National Standards Institute
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc.
CCBFC	Canadian Commission on Building & Fire Codes
IES	Illuminating Engineering Society
IRC	Institute for Research in Construction
MNECB	Model National Energy Code for Buildings
MMAH	Ministry of Municipal Affairs & Housing
NECB	National Energy Code for Buildings
NRC	National Research Council

## Definitions

**C-Factor (Thermal Conductance):** A measure of the heat flow through a building construction (e.g. a wall or window) or a given thickness of material (e.g. insulation). Lower numbers indicate better insulating properties. C-Factor does not include the boundary air or soil films. The units for C-Factor are  $W/m^2 \cdot ^\circ K$  ( $Btu/hr \cdot ft^2 \cdot ^\circ F$ ).

**F-Factor:** A measure of the heat loss along the perimeter of a slab-on-grade. Lower numbers indicate better insulating properties. The units for F-Factor are  $W/m \cdot ^\circ K$  ( $Btu/hr \cdot ft \cdot ^\circ F$ ).

**HDD18:** Heating degree days 18 is a measure of how much (in degrees), and for how long (in days), the outside air temperature was below 18°C in a year. The imperial equivalent is HDD65, the number of Heating Degree Days where the exterior temperature is below 65°F. The conversion factor is  $HDD18 = 5/9 \cdot HDD65$ .

**Parallel path losses:** The effective thermal resistance of an assembly with framing members and insulation of different thermal conductivity in the same plane. Insulation is used to fill the cavities created by the framing. Parallel path losses take into account the effect of thermal bridging of the framing members and can be significant. The effective RSI value of a steel stud wall with only mineral fibre insulation between the studs is approximately 60% of the RSI of the insulation.

**U-Factor (Thermal Transmittance):** A measure of the heat flow through a building construction (e.g. a wall or window) including the boundary air films or a given thickness of material (e.g. insulation). Lower numbers indicate better insulating properties. The units for U-Factor are  $W/m^2 \cdot ^\circ K$  ( $Btu/hr \cdot ft^2 \cdot ^\circ F$ ). U-Factor is the inverse of R-Value.

## References

### Codes, Standards and Guides

1. ASHRAE 90.1-2013 (Imperial Edition Read Only) ASHRAE 90.1-2013 Energy Standard for Sites and Buildings Except Low-Rise Residential Buildings
2. ASHRAE 90.1-2013 (SI Edition for purchase)
3. Ontario Building Code, Volume 1 Division B, Part 12 Resource Conservation and Environmental Integrity, MMAH
4. OBC, Volume 2 Supplementary Standard SB-1 Climate and Seismic Data, MMAH
4. OBC, Volume 2 Supplementary Standard SB-10 Energy Efficiency Requirements, MMAH
5. Practice Tip PT.36.1 Energy Modelling
5. Practice Tip PT.36.2 OBC SB-10 Energy Efficiency Requirements – Prescriptive

### Software

1. Natural Resources: CAN-QUEST
2. US Department of Energy: COMcheck, Version 4.1.2

3. ~~Natural Resources Canada: EE4~~

**~~Other Useful Information~~**

1. ~~Graham Finch, MAsc, P.Eng : Adoption and Compliance with Energy Codes: ASHRAE 90.1 and NECB.~~

2. ~~MMAH: ASHRAE 90.1 + SB-10, Energy Efficiency Design Summary, Compliance Forms,~~

3. ~~Sophie Mercier: Envelope Compliance ASHRAE 90.1 and NECB 2011~~

4. ~~MMAH: NECB 2015 + SB-10 Compliance Forms~~

5. ~~OAA: PT.36.1 Energy Modelling~~

6. ~~OAA: PT.36.2 SB-10 Energy Efficiency Requirements — Prescriptive~~

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## ANSI/ASHRAE/IES 90.1–2013 – An Overview of the Energy Standard

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### Summary

This Practice Tip provides an overview of ANSI/ASHRAE/IES 90.1-2013 Energy Standard for Buildings except Low-Rise Residential Buildings (ASHRAE 90.1), and how it is used in conjunction with the 2024 edition of Ontario's Building Code (OBC).

An American National Standards Institute (ANSI) approved standard published by the American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) and jointly sponsored by the Illuminating Engineering Society (IES), ASHRAE 90.1 sets the minimum requirements for the energy-efficient design of new buildings and additions to existing buildings other than low-rise residential buildings. In addition to energy conservation, it addresses the use of on-site renewable energy resources in the evaluation of whole-building energy performance.

OBC compliance paths using ASHRAE 90.1 are described in "OBC Supplementary Standard SB-10 Energy Efficiency Requirements, Division 3, Chapter 2 – Additional Requirements to 2013 ANSI/ASHRAE/IES 90.1". SB-10 includes changes and additional requirements to ASHRAE 90.1 to ensure compatibility with Ontario government priorities, including energy availability and construction practices. For example, SB-10 revises the prescriptive enclosure performance tables and the lighting power density tables for both interior and exterior lighting. The SB-10 tables take precedence over the ASHRAE 90.1 published tables. Where there are conflicts between ASHRAE 90.1 and SB-10, SB-10 governs. Where SB-10 is mute on a topic compliance with ASHRAE 90.1 is required for prescriptive compliance to OBC using SB-10 Division 3, Chapter 2.

### Structure and Content of the Standard

The ASHRAE 90.1-2013 standard is divided into 12 Sections and seven appendices. The sections, each of which includes a description of required submittals, are:

- FOREWORD** This summary of the history of the standard includes a description of the continuous maintenance process and discussion of the most significant changes from the previous 2010 edition.
- Section 1** **Purpose:** This section provides a statement of the purpose of the standard.
- Section 2** **Scope:** This section outlines a short description of what is and is not addressed.
- Section 3** **Definitions, Abbreviations, and Acronyms:** Similar to OBC, ASHRAE defines the terms it uses. Generally, these definitions agree with those in SB-10, but there are some small differences. In these instances, OBC SB-10 will govern. Definitions for U, C and F Factors are included.
- Section 4** **Administration and Enforcement:** This section identifies what is covered by ASHRAE 90.1 for enforcement. OBC SB-10 2024 Division 3 Chapter 2 Sentence 1.1.1.2.(1) replaces sections 4.2.1.1. to 4.2.1.3 of ASHRAE 90.1. New buildings are required to conform to ASHRAE 90.1 Sections 5 to 10 or Section 11. Existing buildings with changes of use must conform to OBC Division B Part 10. Renovations must conform to OBC Division B Part 11.



- Section 5 Building Envelope:** The most developed section in ASHRAE 90.1, it begins with a general discussion of intents and scope followed by definitions of the compliance paths and mandatory requirements, including for airtightness. Subsections address the prescriptive, trade-off, and performance compliance paths. The performance path is the “Energy Cost Budget Method,” the requirements of which are satisfied by whole-building energy modelling as described in Section 11. Following the description of the compliance paths, there are subsections for submittals and minimum products standards.
- OBC SB-10 Division 3 Chapter 2 Sentence 1.1.1.4.(1) declares compliance with OBC Division B Part 5 will be deemed to satisfy ASHRAE 90.1 Sections 5.4.3.1.3 and 5.4.3.2. OBC SB-10 Division 3 Chapter 2 Sentence 1.1.1.4.(2) replaces the ASHRAE 90.1 envelope requirement tables relevant to Ontario with adjusted tables in a similar format providing requirements for all building envelope elements. Requirements for submittals and minimum product standards remain in effect.
- Section 6 Heating, Ventilating and Air Conditioning:** Procedures for energy efficiency in the design of space conditioning systems are included in this section. Requirements for system controls and control strategies are provided for heating, cooling, and ventilation in the mandatory section. Requirements for piping design and insulation requirements for both heating and cooling systems are provided, along with equipment efficiencies for a range of heating, cooling, and ventilation equipment. Both central plant and distribution equipment are covered.
- Certificate of practice (CoP) holders commonly use ASHRAE 90.1 because their engineering consultants are familiar with it, and OBC recommends using other ASHRAE standards for other areas requiring engineering design. Early coordination with engineering consultants for building services strategies is strongly recommended.
- Section 7 Service Water Heating:** This section provides requirements for energy efficiency in the design of water heating systems. A table gives a range of domestic water heating equipment and their minimum efficiencies.
- Section 8 Power:** Acceptable power system design is demonstrated through compliance with mandatory requirements in this section, including automatic receptacle controls and electrical energy monitoring, plus specified submittals.
- Section 9 Lighting:** This section provides maximum values for interior and exterior lighting in W/m<sup>2</sup> or W/m (SI editions) using either a building type or space-by-space assessment. OBC SB-10 Division 3 Chapter 2 Article 1.1.1.8. adds mandatory conditions. Article 1.1.1.9. replaces the ASHRAE 90.1 lighting power density and controls tables for interior and exterior lighting used in the prescriptive compliance path.
- The ASHRAE 90.1 table 9.4.2-1 Exterior Lighting Zones, describing the environmental conditions that define exterior lighting zones, remains in effect and is not changed by SB-10.
- Section 10 Other Equipment:** This section includes energy efficiency design requirements for electric motors, booster pumps and elevators.
- Section 11 Energy Cost Budget Method (ECBM):** The ECBM (performance compliance path) is an alternative to the prescriptive provisions of the standard and may be used to evaluate compliance of proposed designs. It may be used when design concepts are being considered that do not meet either prescriptive or simple trade off methods of compliance. A common use for the ECBM is to demonstrate compliance with ASHRAE 90.1 when window-to-wall ratios exceed 40%, or skylight-to-roof ratios exceed 3%, and for some reason the trade-off path is not attractive.
- Section 12 Normative References:** References within this section are necessary parts of the standard not unlike OBC Division B, Part 3, Section 1.3. Referenced Documents and Organizations.

Four normative appendices are considered integral parts of the mandatory requirements of ASHRAE 90.1:

- Normative Appendix A: Rated R-Value of Insulation and Assembly Factor U-Factor, C-Factor, and F-Factor Determinations:** This Appendix has useful tables for converting assembly component insulation thermal resistance RSI(R)-values to overall assembly thermal transmittance U-values that account for parallel path losses, but do not account for whole assembly thermal bridges as window and door installation thermal bridges, interior and exterior corners, slab edges, and parapets.
- Normative Appendix B: Building Envelope Climate Criteria:** OBC SB-10 Chapter 2 Sentence 1.1.1.3.(1) replaces this appendix directing users to Section 1.3 of OBC SB-10 Chapter 1.
- Normative Appendix C: Methodology for Building Envelope Trade-Off Option in Subsection 5.6.** Appendix C details the procedures for the building envelope trade-off option. The method permits trade-offs between building elements but is very complicated. Software such as COMcheck offers an easier way to do trade-offs.
- Normative Appendix D: Climatic Data:** This appendix is not used for Canadian locations. See discussion under Normative Appendix B.

Three informative appendixes contain additional information and are not mandatory or part of ASHRAE 90.1:

- Informative Appendix E: Informative References:** This appendix contains informative references for the convenience of ASHRAE 90.1 users, and acknowledges source documents when appropriate. Although generally not necessary parts of the standard, some Section 12 Nominative References are included here as well.
- Informative Appendix F: Addenda Description Information:** The more than 100 addenda to 90.1 are summarized in this appendix.
- Informative Appendix G: Performance Rating Method:** The Energy Cost Budget Method (ECBM) presented in Section 11 is the ASHRAE 90.1 “performance compliance path” with the objective of demonstrating compliance to the standard. Rules for representing systems and equipment in the comparison are presented primarily in Section 11 Table 11.5.1, with more general rules for the systems and equipment in the Budget Building presented in Section 11 Figure 11.5.2 and Tables 11.5.2-1 through 4.
- Informative Appendix G provides a modified set of rules for representing the budget and design buildings where the comparison is intended to demonstrate superior performance of the design building. Differences between the ECBM and Appendix G are subtle and require attention from the energy modelling team.
- OBC SB-10 Division 3 Chapter 2 refers only to the rules presented in Section 11 and is mute regarding the Appendix G rule set. Energy models for LEED applications follow Appendix G. Funding agencies may also accept energy models based on Appendix G. Practitioners may want to have their staff or energy modelling consultants confirm the acceptability of the modelling rule sets with the appropriate municipal authorities or funding agencies.



## Suggested Procedure

- Review the entire standard with particular attention to the mandatory conditions in Subsection 5.4.
- Assemble the ASHRAE 90.1 compliance forms where applications are being made using the prescriptive path.
- Confirm the client requirements and objectives and coordinate with the other disciplines in the design team to select the compliance path appropriate for the project. Analysis and co-ordination among the consultants are critical to selecting the compliance method appropriate for the project.
- Assign the responses to the relevant sections to the appropriate consultant using the ASHRAE 90.1 compliance forms.
- Refer to the OBC Supplementary Standard SB-10 Energy Efficiency Requirements, Practice Tip PT.36.2 OBC SB-10 Energy Efficiency Requirements – Prescriptive Compliance and PT.36.1 Energy Modelling for details on how to apply ASHRAE 90.1 prescriptive or performance compliance to the design.

## References

1. ASHRAE 90.1-2013 Energy Standard for Sites and Buildings Except Low-Rise Residential Buildings
2. Ontario Building Code, Volume 1 Division B, Part 12 Resource Conservation and Environmental Integrity
3. OBC, Volume 2 Supplementary Standard SB-1 Climatic and Seismic Data
4. OBC, Volume 2 Supplementary Standard SB-10 Energy Efficiency Requirements
5. Practice Tip PT.36.1 Energy Modelling
6. Practice Tip PT.36.2 OBC SB-10 Energy Efficiency Requirements – Prescriptive

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# Memorandum

**To:** Council

William (Ted) Wilson	Loloa Alkasawat
Donald Ardiel	J. William Birdsell
Jim Butticci	Kimberly Fawcett-Smith
Natasha Krickhan	Jenny Lafrance
Michelle Longlade	Lara McKendrick
Elaine Mintz	Deo Paquette
Anna Richter	Kristiana Schuhmann
Susan Spiegel	Settimo Vilardi
Edward (Ted) Watson	Thomas Yeung
Marek Zawadzki	

FOR COUNCIL MEETING  
June 19, 2025  
(open)  
ITEM:r4.5

**From:** Thomas Yeung, Vice President & PRC Chair

**Date:** June 10, 2025

**Subject:** OAA Document Maintenance - Practice Tips Impacted by OBC 2024:  
Updates to Practice Tip PT.36.2.

**Objective:** To provide overview of the updates to PT.36.2 OBC SB-10 Energy Efficiency Requirements – Prescriptive Compliance and obtain Council endorsement.

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## Background

The OAA's Practice Tips are accessed via the OAA website and, although written primarily for Architects and Licensed Technologists, they are also a resource for clients, lawyers, and other industry professionals. They are meant to be concise and follow a consistent structure and tone.

In 2024, the Ministry of Municipal Affairs and Housing (MMAH) issued the 2024 edition of Ontario's Building Code which came into effect on January 1, 2025. This change in legislation resulted in the need to update/review multiple OAA resources including PT.03 OBC Code Matrices, PT.19 as well as others in the PT. 36.0 Series on Energy Efficiency.

### Key Changes to the Practice Tip PT.36.2 (refer to Appendices 0, 1 and 2)

Practice Tip PT.36.2 was originally published in 2016 to provide members with an overview of OBC Supplementary Standard SB-10 Energy Efficiency Requirements, and in particular the prescriptive compliance paths. PT.36.2 was published as part of the [PT.36 Building Energy Performance Series](#) which includes also PT.36.1 Every Architect Needs to Know About Energy Modeling & PT.36.3 OBC SB-12 – Energy Efficiency Requirements, Prescriptive Compliance.

In keeping with the role of the Practice Resource Committee (PRC), the members of the PRC were involved back Fall of 2024 in the review of the Practice Tip in consultation with the Practice Advisory Services Team. To assist the PRC in their initial review of

amendments to PT.36.2, the attached Summary document was provided to the committee along with the red-lined document. See Appendix 0 which provides a high level summary of the changes as well as the process of review. Due to the nature of the topic, an Advisory Group was also involved as part of the maintenance project.

### Overview of the Process and Input from Various Parties

The first draft was developed by starting with the current version of the Practice Tip, then adjustments made to reflect organization and content (formatting changes, reviewing broken links, removal of outdated resources, etc). PRC was consulted in Fall 2024 and indicated that input was needed from practitioners that work closely with energy codes.

It should be noted that the work on PT.36.2 happened concurrently with the edits proposed to [PT.19 ANSI/ASHRAE/IES 90.1-2013 – An Overview](#) (refer to June Council Memo entitled *OAA Document Maintenance - Practice Tips Impacted by OBC 2024: Updates to Practice Tip PT.19* )

Following input from PRC, the draft went to a subject matter expert (SME). Then an Advisory Group of OAA members was formed to provide comments about the content of the draft PT.36.2 from their project experience. The Advisory Group comprised members from practices of various size, with experience in projects of different scale and complexity. The group's experience was invaluable in finalizing the edits needed to the resource, which included consideration related to maintenance, formatting, etc.

SME was consulted on feedback received by the Advisory Group. PRC has been kept apprised of the process/progress of the Advisory Group and the final draft version of the document was shared for information at June PRC meeting.

### Next Steps - Communication Plan and Withdraw Previous Version

In tandem with the OAA's Communication team, staff from PAS will work on the following items to support the release of the updated resource following Council's review:

- Update to the OAA website, including edits to other associated resources such as [PT.00 Index to Practice Tips](#).
- Coordinate the change to the resource with other OAA Programs/ Service Areas (i.e. OAA Admission Course, CSA Access Program) – if required
- Communications to Members: The updated Practice Tip will be posted on the website, featured in an upcoming issue of the OAA's Practice Advisory Newsletter as well as social media.

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### Action

Council is asked to consider the following motion:

*It was moved by Yeung and seconded by .... that Council endorse the revised OAA Practice Tip PT.36.2 OBC SB-10 Energy Efficiency Requirements – Prescriptive Compliance as presented to Council on June 19, 2025.*



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## Attachments

- Attachment 0: Executive Summary (Main Technical and Editorial Changes to PT.36.2)
- Attachment 1: REDLINE - PT.36.2 OBC SB-10 Energy Efficiency Requirements – Prescriptive Compliance (version 3.2)
- Attachment 2: CLEAN PT.36.2 OBC SB-10 Energy Efficiency Requirements – Prescriptive Compliance (version 3.3)



# Practice Tip PT.36.2 - OBC SB-10 Energy Efficiency Requirements – Prescriptive Compliance

## Executive Summary

*Updated June 10, 2025*

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### Background

- This Practice Tip was originally published in Aug 2016 to provide members with an overview of OBC Supplementary Standard SB-10 Energy Efficiency Requirements, and in particular the prescriptive compliance paths.
- PT.36.2 was published as part of the PT.36 Building Energy Performance Series which includes:
  - PT.36.1 Every Architect Needs to Know About Energy Modeling
  - PT.36.2 OBC SB-10 – Energy Efficiency Requirements, Prescriptive Compliance
  - PT.36.3 OBC SB-12 – Energy Efficiency Requirements, Prescriptive Compliance

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### Requirement to Update

- In light of the release of OBC 2024, this resource was identified as part of list of resources needing updates.
- PT.36.2 was last updated in December 2018.

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### Overview of the Process and Input from Various Parties

- The updates to PT.36.2 were reviewed in conjunction with the updates required to PT.19 ANSI/ASHRAE/IES 90.1-2013 – An Overview of the Energy Standard.
- PRC feedback on PT.36.2 was collected at the Oct 3, 2024 PRC meeting. Members confirmed that the resource was useful in particular to junior staff and when discussing energy code compliance with clients.
- The update to this Practice Tip included the following volunteer efforts:
  - PAS enlisted the help of SME Stephen Pope to review and provide a first draft of proposed updates and edits.
  - PAS assembled a project specific Advisory Group to review the first draft for comments and further proposed edits. The group consisted of the following SMEs: Eman Abdelsabour, Andy Thomson, and Craig England.
  - A final draft was prepared by SME Stephen Pope to address all applicable commentary provided by the Advisory Group.

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### Organization of PT.36.2 & Proposed Changes

- Updates to reflect 2024 OBC requirements
- Removal and updates to outdated references and resources
- Removal of list of Definitions and Conversion Factors, so as not to duplicate the information found in the referenced standards themselves
- Removal of list of Software (to avoid ‘endorsement’ of products)
- Removal of the term Architect (to be inclusive to all OAA members)
- Reorganization of information and formatting to improve flow
- Addition of contextual information to help make the resource more accessible



- Addition of information for best practices/suggested procedures
- Edits to help clarify some of the technical information

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## Next Steps

- The revised OAA Practice Tip PT.36.2 OBC SB-10 Energy Efficiency Requirements – Prescriptive Compliance is to be presented to Council on June 19, 2025 for review.
- PT.36.3 OBC SB-12 – Energy Efficiency Requirements, Prescriptive Compliance and PT.36.1 Every Architect Needs to Know About Energy Modeling
  - Review has started for the updating of these two Practice Tips (with PRC and SME)
  - Will follow similar process as PT.19 & PT.36.2





## OBC SB-10 Energy Efficiency Requirements – Prescriptive Compliance

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### Summary

~~“This is our time.” When Ed Mazria spoke those words to the RAIC,<sup>4</sup> all understood the challenge before them, all were energized by his call to service, all felt their enthusiasm for our profession rekindled. Buildings account for 40% of Canada’s energy consumption. The need and opportunity for architects to make a critical difference is clear. For designers to rise to this challenge they must be fluent with building energy conservation codes.~~

This Practice Tip focuses on the prescriptive paths and trade-off options for compliance to the energy efficiency requirements for Part 3 Buildings and for Part 9 Non-residential buildings in the 2024 edition of the Ontario Building Code (OBC).

To determine the appropriate compliance path, the pertinent project information must first be gathered.

1. Assemble project geometry. Information gathered will vary with the intentions of the analysis. For demonstrating compliance with SB-10, information required to be reported must follow the requirements of the standard being applied:
  - gross roof area;
  - gross skylight area;
  - gross wall area by elevation;
  - gross window and door area by elevation (record doors separately);
  - gross wall area below grade;
  - gross slab on grade area (air tightness); and
  - gross area within 1.2m of the foundation perimeter (heat loss).
2. Identify the relevant climate zone for the project location. Review SB-10 Division 3 Chapter 1 Article 1.3.1.1. for instructions on identifying the correct climate zone. Note that OBC SB-10 requires using the enclosure thermal values for Climate Zone 7 when buildings are heated by electricity, including air-source heat pumps.

For the prescriptive compliance path, the performance values of each element identified above must meet or exceed the reference values. Where they do not, the trade-off path must be used. In some cases, elements

<sup>4</sup> RAIC Fellows Convocation Ceremony, Vancouver, BC, 2014

are permitted to be less thermally effective than the reference value if the area of those elements is below a threshold. In general, the analysis should start with the following suggested procedure:

- Confirm the client requirements and objectives.
  - Review the energy efficiency standard the project is implementing paying attention to mandatory conditions.
  - Identify the reference conditions and requirements for roofs, walls, windows and doors, exposed floors, foundation walls, and slabs on grade.
  - Review the standard with consultants to identify project performance targets and the representation of the reference building in the energy efficiency standard selected.
  - Align the approach to the building envelope with the assumptions of the mechanical and electrical consultants. Begin coordination at the outline specification or design brief stage. This alignment will pay specific attention to equipment controls.
- 
- Identify the appropriate compliance path for the project. Identify where trade-off approaches may be needed.
- 

## **Background**

~~Ontario continues to promote some of the most progressive regulations in North America for improvements in energy conservation in buildings and reductions of Green House Gas (GHG) emissions. With each iteration of the Building Code (OBC), the requirements related to energy performance have increased. These regulations are captured in OBC Part 12<sup>2</sup> and Supplementary Standard SB-10<sup>3</sup>.~~

~~The requirements of SB-10 address:~~ requirements cover:

- ~~N~~n~~ew~~ buildings and additions to existing buildings within the scope of OBC Part 3; and.
- ~~N~~n~~on-residential~~ building within the scope of Part 9.

~~The energy efficiency~~ of requirements for renovations in existing buildings ~~is~~are covered in OBC Parts 10 & 11.

~~Architects Certificate of Practice holders will naturally focus on the building envelope provisions of SB-10, but they should be conversant with the impact of mechanical and electrical requirements on their design as well.~~

~~Beginning As of~~ January 01, 2018<sup>25</sup> ~~designers have 6three compliance pathsreference standards<sup>4</sup> with which to demonstrate compliance~~ for Part 3 buildings:

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• <u>American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) 90.1-2013<sup>5</sup> (90.1-2013), Energy Standard for Buildings except Low-Rise Residential Buildings</u><br/>+ OBC SB-10 Division 3, Chapter 2</li> </ul> | <u>P</u> rescriptive, <u>T</u> rade- <u>O</u> ff, &<br><u>a</u> nd <u>P</u> erformance options |
|--|--|

<sup>2</sup> Resource Conservation and Environmental Integrity

<sup>3</sup> OBC SB-10 Energy Efficiency Supplement

<sup>4</sup> The Ministry of Municipal Affairs SB-10 Energy Efficiency Checklists for Part 3 Buildings from May 2017 list only the 3 free prescriptive paths. The foreword forward to SB-10, from July 2017, however listed 6 paths to compliance available to designers up until after December 31, 2017. THERE MAY BE SIX PATHS IF ONE ADDS ASHRAE 90.1 TO NECB, OTHERWISE THERE ARE ONLY THREE

<sup>5</sup> ~~ANSI/ASHRAE/IES Standard 90.1-2013 --- Energy Standard for Buildings Except Low-Rise Residential Buildings~~



<ul style="list-style-type: none"> <li>2015 National Energy Code for Buildings (NECB-2015) + OBC SB-10 Division 3, Chapter 3</li> </ul>	Prescriptive, Trade-Off, & Performance options
<ul style="list-style-type: none"> <li>ASHRAE 189.1-2014<sup>6</sup>, (189.1-2014) Standard for the Design of High Performance, Green Buildings, as modified by OBC SB-10 Division 3 Chapter 1 article 1.1.2.1.(1)-(c).</li> </ul>	Prescriptive & Performance options
<ul style="list-style-type: none"> <li>ASHRAE 90.1-2010 (90.1-2010) + OBC SB-10 Division 2 Chapter 2 + 13%</li> </ul>	Performance option
<ul style="list-style-type: none"> <li>National Energy Code for Buildings (NECB 2011)</li> <li>+ OBC SB-10 Division 2, Chapter 3 + 13%</li> </ul>	Performance option
<ul style="list-style-type: none"> <li>ASHRAE 90.1-2010 + 5% + 13%</li> </ul>	Performance option

- For non-residential buildings within the scope of Part 9, Division 5 offers a prescriptive path similar to Division 3's Chapters 2 and 3.
- Greenhouse gas (GHG) emissions in the form of Carbon Dioxide Equivalents (CO<sub>2e</sub>) are regulated by SB-10. Buildings which comply with the prescriptive requirements of SB-10 will meet these requirements.

OBC SB-10 includes specific changes and additional requirements to the commonly used energy efficiency codes and standards to reflect the priorities of the Ontario government. It names three standards with which to demonstrate compliance to OBC 2024, but focuses on ASHRAE 90.1-2013 and the 2015 NECB.

ASHRAE 189.1 was developed to set certification requirements for the Leadership in Energy and Environmental Design (LEED) building rating program in code-enforceable language. Not commonly employed, it remains available for those wanting to use it, such as those pursuing LEED certification. Review SB-10 Division 3, Chapter 1 clause 1.1.2.1.(1)(c) for the limitations on ASHRAE 189.1-2014.

Certificate of practice (CoP) holders will naturally focus on the building envelope provisions of SB-10, but they should be conversant with the mechanical and electrical requirements for their design. Consultants will be required to comment on:

- the prescriptive code compliance of lighting and lighting controls;
- mechanical system mandatory requirements and equipment efficiencies;
- the mandatory requirements and equipment efficiency of domestic hot water supply systems; and
- the mandatory requirements of electrical power systems and equipment.

Discussions of strategies for compliance should be started at the outline specification or design brief stage. Consultants should be asked to complete the parts of the SB-10 submission relevant to their disciplines.

The OBC 2024 version of Supplementary Standard SB-10 has not been changed from the version in effect as of January 1, 2017, except for the removal of references to construction prior to December 31, 2016. Its modifications apply to the prescriptive paths of ASHRAE 90.1 and 2015 NECB with the mandatory conditions of those documents remaining in effect unless explicitly identified and modified. For projects that cannot or do not wish to follow the prescriptive paths of the documents referenced, the trade-off and performance paths remain available.

SB-10 focuses on the changes and additional requirements to ASHRAE 90.1 and 2015 NECB and does not present the entire content of those documents. For example, for identifying the allowable level of exterior lighting power SB-10 provides definitions of allowable building and landscape lighting power densities but does not change or present the lighting zones used to determine the general exterior lighting allowances. Users need to be familiar with the efficiency standard they are using to complete the SB-10 calculations.

~~This Practice Tip focuses on the prescriptive paths and trade off options for Part 3 Buildings and for Part 9 Non-residential buildings.~~

<sup>6</sup> ~~Standard for the Design of High-Performance Green Buildings~~

## **SB-10 Organization of SB-10**

Like other OBC Supplementary Standards, SB-10 is organized in Divisions and Chapters:

Division 1 General

Division 2 ~~Energy Efficiency Design Before January 01, 2017~~ Reserved

• ~~Chapter 1 General~~

• ~~Chapter 2 Additional Requirements to ANSI/ASHRAE/IES Standard 90.1 2010~~

~~Chapter 3 Additional Requirements to the 2011 NECB~~ Reserved

Division 3 Energy Efficiency Design ~~After December 31, 2016~~

• Chapter 1 General

• Chapter 2 Additional Requirements to ~~2013~~ ANSI/ASHRAE/IES ~~Standard 90.1 2013~~

• Chapter 3 Additional Requirements to ~~the 2015~~ NECB ~~2015~~.

Division 4 ~~Buildings of Non-Residential Occupancy within the Scope of Part 9 (before January 01, 2017)~~ Reserved

Division 5 Buildings of Non-Residential Occupancy within the Scope of Part 9 ~~(after December 31, 2016)~~.

## **Procedures for Prescriptive and Simple Trade-Off Compliance**

The procedures are straight forward. Based on location and use, select the values for building components from tables in SB-10 or the chosen standard. Envelope calculations are limited to area and percentage. Tradeoffs require balancing area weighted averages<sup>7</sup>.

For Part 3 buildings:

- ~~Determine if your building is exempt from the requirements of SB-10<sup>8</sup>. Existing buildings, open air buildings, camps, seasonal buildings and some industrial buildings are exempt from some requirements.~~
- ~~SB-10 assumes a high level of air tightness in accordance with OBC Division B Part 5. While always important, the selection of appropriate materials, attention to detail and careful review during construction are critical to meeting Ontario's energy conservation targets.~~
- ~~Determine the area of windows, doors and skylights and their percentage of the exterior walls and roofs respectively. This will determine which compliance paths are available to you.<sup>9,10</sup> Window area is typically limited to 40% in all prescriptive based solutions.<sup>11</sup>~~

<sup>7</sup> Area weighted averages trade-off: the sum of the products of the component areas ( $A_i$ ) by their respective U-values ( $U_i$ ) of the proposed building (p) is less than the sum of the products of the component areas by the respective U-values of the reference building (r) or  $\sum nU_i p A_i p \leq \sum nU_i r A_i r$ . COMCheck and CANQuest both offer useful forms for doing these calculations. In simple trade-off you can trade within vertical components—windows and opaque walls or horizontal components—roofs and skylights but you cannot offset windows and walls with roofs. The areas of windows and opaque walls in the reference building must equal the areas in the proposed building. If you have 30% windows in your design you need to compare it with 30% windows in the reference building.

<sup>8</sup> Refer to OBC SB-10 Division 1, Sentence 1.1.1.1.(2) and Division 3, Chapter 1, Article 1.2.1.1. for exemption details.

<sup>9</sup> Division 3 Chapter 2 (ASHRAE) prescriptive paths limit the area of windows and doors to 40% of the vertical envelope area (FDWR) and the area of skylights to 3% of all roofs (SRR).

<sup>10</sup> Division 3 Chapter 3 (NECB 2015) has higher prescriptive envelope requirements and limits window area from 40% FDWR for locations with Heating Degree Days (HDD)  $\leq 4000$  and 20% FDWR if HDD  $> 7000$ . The allowable area decreases linearly from 40%—20%. Appendix A to NECB includes a table for interpolation between 4000—7000 HDD.

<sup>11</sup> Trade-off options may permit the designer to increase the FDWR above 40% by using higher performance windows and lower U-values for the walls or increasing the area of skylights by decreasing the U-value of the roof.

- Determine the area of structural penetrations such as balconies, suspended and roof top equipment supports. These thermal bridges are limited to 2% of the exterior building envelope area, walls, roofs, exposed floors, doors and fenestration. Brick ties, flashings and intermediate structural connections are permitted thermal bridges.
- Determine the number of Heating Degree Days (HDD) climate zone for your building's location from OBC SB-10 Section 1.3 and OBC Volume 2 SB-1<sup>12</sup>. Select the appropriate tables from SB-10 Division 3 Chapters 2 or 3, Division 5 or ASHRAE 189.1<sup>13</sup> and record the required U, R, F and C-values<sup>14</sup> for the envelope components.

### **Division 3, Chapter 2: Additional Requirements to 2013 ANSI/ASHRAE/IES 90.1-2013 + SB-10 Division 3, Chapter 2**

Since its first publication in 1975<sup>15</sup>, ASHRAE 90.1 has been the most widely used energy conservation standard in North America. Ontario began referencing the standard in the 1990's. In 2011, the province introduced SB-10 to define requirements for building energy efficiency. Based on 90.1, this supplement raised the performance of Ontario buildings to among the highest in North America.

To use this the prescriptive compliance option:

1. Review ASHRAE 90.1-2013. General information to help you understand the guidance on using ASHRAE 90.1 standard is in Chapters 1- to 4. Chapter 5, Building Envelope, contains the requirements for envelope compliance including the mandatory provisions. Aside from mechanical and electrical changes, it is largely for this chapter that SB-10 Division 3, Chapter 2 modified includes changes and additional requirements to suit Ontario's requirements priorities. Appendix A has useful tables for converting assembly insulation thermal resistance RSI (R) values to assembly thermal transmittance U-values. Section 5.6 and Appendix C describe the method for trading between building elements<sup>16</sup>.
  - SB-10 and ASHRAE 90.1 limits use of the prescriptive compliance path to projects with the amount of glazing fenestration and door-to-wall ratio less than or equal to 40% of the vertical envelope area<sup>17</sup>. The amount of glazing may be increased by using higher performance glazing provided the product of the Area and U value in the design building is less than that of the code compliant building, or by using the ASHRAE 90.1 trade-off path described in Section 5.6 as modified by the requirements of OBC SB-10. ASHRAE requires the use of energy modelling software to determine the trade-off values. One such program is
  - COMCheck is accepted as a tool to demonstrate envelope, lighting, and mechanical system trade-off compliance, and may have some credibility advantages over a simple spreadsheet. It was developed by the US Dept. of Energy Pacific Northwest National Laboratory, and has incorporated OBC SB-10 post 2017, which is current in SB-10 2024. It includes the weather sites presented in OBC 2024 Supplementary Standard SB-1. It is available to use free of charge as a desktop download or a web tool, intuitive and it includes the Ontario Energy Code OBC SB-10. Inputs to COMCheck for the Mechanical and Lighting sections should be verified by the appropriate consultants.

<sup>12</sup> ASHRAE climate zones 5, 6 and 7 are referenced in SB-10 Division 3, Chapter 2. Climate zones 4—8 are referenced in NECB 2015. Division 5 zones has 2 zones: below 5000 HDD and above 5000HDD.

<sup>13</sup> ASHRAE 189.1 increases the performance of the component values in ASHRAE 90.1-2013.

<sup>14</sup> Definitions of U, R, F and C are provided at the end of the Practice Tip.

<sup>15</sup> First published as ASHRAE 90.

<sup>16</sup> Software is required. CANQuest and COMcheck are straight forward and free software suitable for the analysis. Revit has built in energy analysis tools.

<sup>17</sup> The area of the vertical building envelope includes the area of walls below grade around conditioned space.

- Building orientation is an important and at times restrictive consideration. ASHRAE 90.1 limits the amount of glazing on each of the ~~W~~est & ~~E~~east facades to 25% of the total fenestration.<sup>48</sup> There are several exemptions to the orientation restrictions, notably shading from nearby structures and landscape, which may affect your project. Neither SB-10 nor ASHRAE 90.1 include caveats regarding the orientation of the main entrance. Review ASHRAE 90.1 Sub-Section 5.5.4.
- Select the requirements for building envelope components from tables SB5.5-5-~~2017~~ to SB5.5-7-~~2017~~ appropriate to the space conditioning category - Non-residential, Residential and Semi-heated. You may use either U, C, ~~and~~ & F values for complete assemblies or RSI (R) nominal values of the insulation within an assembly with RSI<sub>cl</sub> for continuous insulation.
- SB-10 ~~permits some thermal bridging, does not require reporting of all thermal bridges. Thermal bridging arising from brick ties and flashing are not reported.~~ (Intermediate structural connections for shelf angles or structural projections through the continuous insulation are not reported (if less than 2% of the wall or roof area), brick ties, flashing) through the continuous insulation. Refer to SB-10 Division 3, Chapter 2, Article 1.1.1.4. which adds 5.5.3.7. & 5.5.3.8. to ASHRAE 90.1.
- The maximum permissible U-values for fenestration are for the complete assembly. The thermal conductivity may be higher through the frames than through the centre of the glass (CoG). This results, especially with aluminum framing, in a higher system U-value than is represented by the CoG value only. It is the system U-value that is used to assess ~~the~~ code compliance.<sup>49</sup> The maximum ~~S~~solar ~~H~~heat ~~G~~gain ~~C~~oefficient (SHGC) for fenestration is listed in the SB-10 tables. SHGC is affected by frame profile and the whole window SHGC will be less than the CoG value. Consult with the manufacturer to determine the system SHGC value. Shading devices or overhangs can significantly reduce SHGC. To determine the reduction, ASHRAE 90.1 provides tables in Appendix A.
- The minimum ~~V~~isible light ~~T~~ransmission (VT) to SHGC (~~VT/SHGC~~) ratio for fenestration is included in the tables. This requirement recognizes the value of daylighting to energy conservation.
- ASHRAE 90.1 permits simple weighted averaging for multiple assemblies within a single class of construction, within the same space conditioning category. For example, you may use the weighted average U-value for steel-framed walls and compensate for higher U-values in curtain wall spandrels by decreasing the U-value of other steel framed walls. ASHRAE 90.1 requires the use of energy modelling software to determine the trade-off values.
- Record the U, C, F or RSI-values for all opaque envelope elements and the U, SHGC and VT/SHGC ratio for fenestration. It is recommended ~~that~~ these values be shared with all members of the project team.
- Note that SB-10 Division 3 Chapter 2 1.1.5.(1) requires buildings with electric space heating (including air source heat pumps) to use the enclosure requirements given in Table SB 5.5-6-2017 for Climate Zone 7.
- Refer to Practice Tip PT.19 ANSI/ASHRAE/IES 90.1-2013 – An Overview of the Energy Standard.

### **Division 3, Chapter 3: Additional Requirements to the 2015 NECB 2015 + SB-10 Division 3, Chapter 3**

NECB 2015 + Chapter 3 performance requirements are generally higher than ASHRAE 90.1 2013 + ~~Division 3~~Chapter 2. NECB does not include sub-classes of construction. Walls, roofs, floors and fenestration within a zone each have the same required value. NECB does not distinguish between space conditioning categories

<sup>48</sup> ~~The amount of glazing facing East & West may be increased above 25% by using area weighted averaging and the formula  $A_w \times SHGC_w \leq (A_t \times SHGC_c) / 4$  Refer to 90.1 Section 5.5.4.5 for details.~~

<sup>49</sup> ~~Some manufacturers provide tables for determining the window assembly U-value based on, frame type, CoG values and window areas.~~

although some reduction in the requirements for semi-heated spaces is offered by reducing the HDD18 to HDD15. NECB + Chapter 3 offers a much simpler trade-off option than [ASHRAE 90.1 + Chapter 2](#).

To use the prescriptive compliance option, ~~The procedure is similar to that above~~ the process for ASHRAE 90.1 + Chapter 2:

- Select the appropriate building envelope component values for your zone from the tables in SB-10 Division 3, Chapter 3. OBC SB-10 requires reduced thermal transmittance where electric heat is used. SHGC of fenestration is included to be more in line with SB-10 Division 3, Chapter 2 requirements.
- With the prescriptive path, glazing is limited to a maximum of 40% for locations with HDD18 < 4000. The allowable area decreases linearly to 20% with increased HDD18.
- NECB Part 3 allows simple area weighted averaging within envelope elements. Unlike [ASHRAE 90.1](#) NECB offers 2 straight-forward trade off paths - simple and detailed.
- The simple trade-off permits trading within vertical elements and within horizontal elements. You cannot trade between vertical and horizontal elements. With this method, the designer may increase the FDWR above 40% by using higher-performance windows and lower U-values for the walls. Similarly, the area of skylights may be increased provided that the U-value of the roof is decreased. ~~The FDWR of the reference building must conform to the zone limits in NECB.~~
- The detailed trade-off path permits trading between vertical and horizontal elements, provided the total energy loss through the envelope of the proposed building is less than that through the reference building. You can increase the window area by decreasing the U-value of the roof. ~~Keep in mind that large amounts of glazing will be difficult to compensate for.~~
- ~~NRCan has developed convenience forms for recording NECB compliance acceptable to most municipalities. Your consultants should complete the forms for their disciplines.~~
- Note that SB-10 Division 3 Chapter 3 sentence 1.1.6.(1) requires buildings with electric space heating (including air source heat pumps) to use the enclosure requirements for Climate Zone 7A and B from Table SB 3.2.2.2.

### Overview of ASHRAE 189.1-2014 Standard for the Design of High-Performance Green Buildings.

~~As the title suggests this standard covers many good design practices including much of what one expects to find in a LEED building. Solutions typically involve on-site renewable energy production. ASHRAE 189.1-2014 requires an increase of 10% in the performance values of envelope components found in 90.1-2013.~~

~~Energy efficiency requirements are found in Section 7. The procedures for prescriptive compliance with 189.1 are similar to those described for SB-10 Division 3, Chapter 2 above.~~

### **Division 5: –Buildings of Non-Residential Occupancy within the Scope of Part 9**

~~Beginning Jan 01, 2018 designers have a single~~ Division 5 provides a prescriptive compliance path for Non-Residential buildings within the scope of Part 9, that do not use electric space heating. Where the building is excluded from Division 5, Division 3 applies. The procedures in Division 5 are much like those in Division 3.

- Determine the number of HDD18 for your building's location from OBC Volume 2, SB-1 Climatic and Seismic Data for Locations in Ontario. Division ~~5~~ does not use the ASHRAE zones but uses 2-two zones: Zone 1 for less than 5000 HDD18 and Zone 2 for 5000 or more HDD18.
- Table 1.1.1.2. lists the performance requirements of envelope elements for the 2-two zones.
- Record the U, C, or RSI (R) values for all opaque envelope elements and the U and SHGC for fenestration.



### **Division 3, Chapter 1, Article 1.1.2.2: Carbon Dioxide Equivalents (CO<sub>2</sub>e)**

CO<sub>2</sub>e are a measure of the impact of energy use on the environment and global warming. They vary not only by the amount of energy used but by the source of that energy. The energy used to heat water by electricity generated from natural gas delivered over the grid produces twice the CO<sub>2</sub> of water heated on-site by natural gas.

To determine CO<sub>2</sub>e use the formula:  $CO_{2e} = \sum \text{energy by source in kWh} \times CO_2 \text{ emission factor in kg/kWh}$  from Table 1.1.2.2.

Buildings ~~which comply~~ing with the prescriptive requirements of SB-10 ~~generally are deemed to~~ satisfy the OBC CO<sub>2</sub>e limits and ~~you are not required to~~ recording the CO<sub>2</sub>e. ~~is not required.~~ If you are using the performance path (energy modelling), the design buildings' emissions must be less than or equal to that of the same building designed in accordance with the prescriptive requirements. ~~Some energy modelling software~~ will provide a prediction of the energy used by type. With this breakdown and the CO<sub>2</sub> emission factors provided in SB-10, designers can calculate and record CO<sub>2</sub>e on form 11 from MMA.

## **References**

### **Definitions and Conversion Factors**

1. **C-Factor (Thermal Conductance):** A measure of the heat flow through a building class of construction or a given thickness of material. Lower numbers indicate better insulating properties. C-Factor does not include the boundary air or soil films. The units for C-Factor are W/m<sup>2</sup>•K (Btu/hr•ft<sup>2</sup>•°F).
2. **Classes of Construction:** Doors, Fenestration, Floors, Roofs, Slab-on-Grade and Walls. Subclasses include: Doors: non-swinging, metal coiling and swinging, Fenestration: vertical and skylights, Floors: mass, steel joist and wood joist/other, Roofs: attic and other, metal building and insulation entirely above deck, Slab-on-Grade: heated and unheated, Walls: above-grade, below-grade, mass, metal building, steel framed and wood framed/other.
3. **Conversion Factors:** Energy use is typically measured in Gigajoules (GJ) and kilowatt hours (kWh). 1 GJ = 278 kWh. Electricity is measured in kWh. Fuel Oil is measured in litres, 1 L = 10.20 kWh. Natural Gas is measured in cubic metres, 1 cubic metre = 10.36 kWh. Liquid propane is measured in cubic metres, 1 cubic metre = 7091.67 kWh.
4. **F-Factor:** A measure of the heat loss along the perimeter of a slab-on-grade. Lower numbers indicate better insulating properties. The units for F-Factor are W/m•K (Btu/hr•ft•°F).
5. **HDD18:** Heating Degree Days 18 is the sum of the number of degrees the daily mean outside air temperature was below 18 C in a year. The imperial equivalent is HDD65. The conversion factor is HDD18 = 5/9•HDD65.
6. **HDD15:** Heating Degree Days 15 is the sum of the number of degrees the daily mean outside air temperature was below 15 C in a year.
7. **Parallel Path Losses:** The effect on the thermal transmittance of an assembly caused by framing members and structural penetrations in the same plane as the insulation. Parallel path losses take into account the thermal bridging caused by the framing and penetrations and can be significant. The effective RSI value of a 92 mm steel stud wall with only mineral fibre insulation between the studs is approximately 50% of the nominal RSI of the insulation. For a 150 mm steel stud this drops to 35% of the nominal R-value of the insulation.
8. **Space Conditioning Category:** Non-residential conditioned space, residential conditioned space and semi-heated space.

9. **U-Factor (Thermal Transmittance):** A measure of the heat flow through a *class of construction* (e.g. a wall, roof, floor or window) including the boundary air films for a given thickness of material (e.g. insulation). Lower numbers indicate better insulating properties. The units for U-factor are  $W/m^2 \cdot K$  ( $Btu/hr \cdot ft^2 \cdot ^\circ F$ ). U-factor is the inverse of R-value. Some window manufacturers provide easy-to-use graphs for determining the fenestration system U-value based on centre of glass U-value and the percentage of glass to rough opening. The National Fenestration Rating Council (NFRC) standard ANSI/NFRC 100-2014 sets out the procedures for determining the overall U-value of windows. Software, such as “ThermTHERM 7.8.71 (developed by LBNL),” may also be used.

### **Codes, Standards and Guides**

1. ASHRAE 90.1-2010, 2013 Energy Standard for Sites and Buildings Except Low-Rise Residential Buildings and 189.1-2014.
- 4.2. ASHRAE 189.1-2014 Standard for the Design of High Performance, Green Buildings
- Model National Energy Code for Buildings 1997: (archived document) NRC Ottawa Library, 580 Booth St., TJ 163.5 B84 C214 1997
- National Energy Code of Canada for Buildings 2015: nrc.canada.ca Model National Energy Code for Buildings 1997: (archived document) NRC Ottawa Library, 580 Booth St., TJ 163.5 B84 C214 1997
3. National Energy Code of Canada for Buildings (NECB) 2015:
2. NECB 2017 — Free online training materials: nrc.canada.ca
3. National Energy Code for Buildings 2011.
4. User Guide — National Energy Code for Buildings 2011, NRC-IRC-56134, 2014, CCBFC.
5. NFRC, ANSI/NFRC 100-2017, Procedure for Determining Fenestration Product U-factors. Note: 2023 is the current version, but only the building code referenced version is applicable.
6. Build Right Ontario, MMA Energy Efficiency Checklists for Part 3 Buildings and Part 9 Non-Residential Buildings. Note the Level 1 and 2 forms have minor differences notably Form 5.5-1 which includes additional information regarding orientation. Both versions of Form 5.5-1 mention main entrance location. Neither OBC SB-10 nor 90.1 restrict main entrance location.
4. OBC Volume 1 Division B, Part 12 Resource Conservation and Environmental Integrity, MMAH.
- 7.5. OBC Volume 2 Supplementary Standard SB-1 Climatic and Seismic Data
6. OBC Volume 2 SB-10 Supplementary Standard SB-10- Energy Efficiency Requirements, MMAH.
7. Practice Tip PT.36 Building Energy Performance Series
8. Practice Tip PT.19 ANSI/ASHRAE/IES 90.1-2013 – An Overview of the Energy Standard

### **Software**

CANQuest and modelling guide, Natural Resources Canada. Note: as of March 31, 2023, CANQuest remains available, but without support.

COMcheck, Pacific Northwest National Laboratory, Vers. 4. N.p., n.d. Web, US Department of Energy. EE4 Version 1.7, Modelling Guide and Building Take-off Basic Rules and Outdoor Air Rule Spreadsheet, February 2008, Natural Resources Canada.

ThermHERM v 7.38.2.171, University of California Lawrence Berkeley National Laboratory, , October 2014 version release date August 17, 2023.

Reference Procedure for Simulating Spandrel U-Factors, Vers 1.0, July September 22, 2017, The Fenestration Association of BC (FEN-BC).

### **Other References**

1. ~~All Practice Tips within the PT.36 Series.~~
2. ~~Conway Architect Inc., OBC SB-10 Prescriptive Solutions; Slide Presentation, Conway Architect Inc.;~~
3. ~~COMcheck, A Step by Step Guide, for v3.9.1; OAA U.S. Department of Energy~~
4. ~~Conway Architect Inc., OBC SB-10 COMCheck ASHRAE 90.1 Trade-Off Options.; Slide Presentation, Conway Architect Inc.;~~

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*The OAA does not provide legal, insurance, or accounting advice. Readers are advised to consult their own legal, accounting, or insurance representatives to obtain suitable professional advice in those regards.*

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## OBC SB-10 Energy Efficiency Requirements – Prescriptive Compliance

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### Summary

This Practice Tip focuses on the prescriptive paths and trade-off options for compliance to the energy efficiency requirements for Part 3 Buildings and for Part 9 Non-residential buildings in the 2024 edition of the Ontario Building Code (OBC).

To determine the appropriate compliance path, the pertinent project information must first be gathered.

1. Assemble project geometry. Information gathered will vary with the intentions of the analysis. For demonstrating compliance with SB-10, information required to be reported must follow the requirements of the standard being applied:
  - gross roof area;
  - gross skylight area;
  - gross wall area by elevation;
  - gross window and door area by elevation (record doors separately);
  - gross wall area below grade;
  - gross slab on grade area (air tightness); and
  - gross area within 1.2m of the foundation perimeter (heat loss).
2. Identify the relevant climate zone for the project location. Review SB-10 Division 3 Chapter 1 Article 1.3.1.1. for instructions on identifying the correct climate zone. Note that OBC SB-10 requires using the enclosure thermal values for Climate Zone 7 when buildings are heated by electricity, including air-source heat pumps.

For the prescriptive compliance path, the performance values of each element identified above must meet or exceed the reference values. Where they do not, the trade-off path must be used. In some cases, elements are permitted to be less thermally effective than the reference value if the area of those elements is below a threshold. In general, the analysis should start with the following suggested procedure:

- Confirm the client requirements and objectives.
- Review the energy efficiency standard the project is implementing paying attention to mandatory conditions.
- Identify the reference conditions and requirements for roofs, walls, windows and doors, exposed floors, foundation walls, and slabs on grade.
- Review the standard with consultants to identify project performance targets and the representation of the reference building in the energy efficiency standard selected.
- Align the approach to the building envelope with the assumptions of the mechanical and electrical consultants. Begin coordination at the outline specification or design brief stage. This alignment will pay specific attention to equipment controls.
- Identify the appropriate compliance path for the project. Identify where trade-off approaches may be needed.

## Background

The requirements of SB-10 address:

- new buildings and additions to existing buildings within the scope of OBC Part 3; and
- non-residential building within the scope of Part 9.

The energy efficiency requirements for renovations in existing buildings are covered in OBC Parts 10 & 11.

As of January 01, 2025 designers have three reference standards with which to demonstrate compliance for Part 3 buildings:

<ul style="list-style-type: none"> <li>• American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) 90.1-2013 , Energy Standard for Buildings except Low-Rise Residential Buildings + OBC SB-10 Division 3, Chapter 2</li> </ul>	prescriptive, trade-off, and performance options
<ul style="list-style-type: none"> <li>• 2015 National Energy Code for Buildings (NECB) + OBC SB-10 Division 3, Chapter 3</li> </ul>	prescriptive, trade-off, and performance options
<ul style="list-style-type: none"> <li>• ASHRAE 189.1-2014, Standard for the Design of High Performance, Green Buildings, as modified by OBC SB-10 Division 3 Chapter 1 article 1.1.2.1.(1)(c).</li> </ul>	prescriptive and performance options

- For non-residential buildings within the scope of Part 9, Division 5 offers a prescriptive path similar to Division 3's Chapters 2 and 3.
- Greenhouse gas (GHG) emissions in the form of carbon dioxide equivalents (CO<sub>2e</sub>) are regulated by SB-10. Buildings complying with the prescriptive requirements of SB-10 will meet these requirements.

OBC SB-10 includes specific changes and additional requirements to the commonly used energy efficiency codes and standards to reflect the priorities of the Ontario government. It names three standards with which to demonstrate compliance to OBC 2024, but focuses on ASHRAE 90.1-2013 and the 2015 NECB.

ASHRAE 189.1 was developed to set certification requirements for the Leadership in Energy and Environmental Design (LEED) building rating program in code-enforceable language. Not commonly employed, it remains available for those wanting to use it, such as those pursuing LEED certification. Review SB-10 Division 3, Chapter 1 clause 1.1.2.1.(1)(c) for the limitations on ASHRAE 189.1-2014.

Certificate of practice (CoP) holders will naturally focus on the building envelope provisions of SB-10, but they should be conversant with the mechanical and electrical requirements for their design. Consultants will be required to comment on:

- the prescriptive code compliance of lighting and lighting controls;
- mechanical system mandatory requirements and equipment efficiencies;
- the mandatory requirements and equipment efficiency of domestic hot water supply systems; and
- the mandatory requirements of electrical power systems and equipment.

Discussions of strategies for compliance should be started at the outline specification or design brief stage. Consultants should be asked to complete the parts of the SB-10 submission relevant to their disciplines.

The OBC 2024 version of Supplementary Standard SB-10 has not been changed from the version in effect as of January 1, 2017, except for the removal of references to construction prior to December 31, 2016. Its modifications apply to the prescriptive paths of ASHRAE 90.1 and 2015 NECB with the mandatory conditions of those documents remaining in effect unless explicitly identified and modified. For projects that cannot or do not wish to follow the prescriptive paths of the documents referenced, the trade-off and performance paths remain available.

SB-10 focuses on the changes and additional requirements to ASHRAE 90.1 and 2015 NECB and does not present the entire content of those documents. For example, for identifying the allowable level of exterior lighting power SB-10 provides definitions of allowable building and landscape lighting power densities but

does not change or present the lighting zones used to determine the general exterior lighting allowances. Users need to be familiar with the efficiency standard they are using to complete the SB-10 calculations.

## Organization of SB-10

Like other OBC Supplementary Standards, SB-10 is organized in Divisions and Chapters:

Division 1 General

Division 2 Reserved

Division 3 Energy Efficiency Design

- Chapter 1 General
- Chapter 2 Additional Requirements to 2013 ANSI/ASHRAE/IES 90.1
- Chapter 3 Additional Requirements to the 2015 NECB

Division 4 Reserved

Division 5 Buildings of Non-Residential Occupancy within the Scope of Part 9

### Division 3, Chapter 2: Additional Requirements to 2013 ANSI/ASHRAE/IES 90.1

Since its first publication in 1975, ASHRAE 90.1 has been the most widely used energy conservation standard in North America. Ontario began referencing the standard in the 1990's. In 2011, the province introduced SB-10 to define requirements for building energy efficiency.

To use the prescriptive compliance option:

- Review ASHRAE 90.1-2013. General guidance on using ASHRAE 90.1 is in Chapters 1 to 4. Chapter 5, Building Envelope, contains the requirements for envelope compliance including the mandatory provisions. It is largely for this chapter that SB-10 Division 3, Chapter 2 includes changes and additional requirements to suit Ontario's priorities. Section 5.6 and Appendix C describe the method for trading between building elements.
- ASHRAE 90.1 limits use of the prescriptive compliance path to projects with fenestration-and-door-to-wall ratio less than or equal to 40% of the vertical envelope area. The amount of glazing may be increased by using higher performance glazing provided the product of the Area and U value in the design building is less than that of the code compliant building, or by using the ASHRAE 90.1 trade-off path described in Section 5.6 as modified by the requirements of OBC SB-10.
- COMCheck is accepted as a tool to demonstrate envelope, lighting, and mechanical system trade-off compliance, and may have some credibility advantages over a simple spreadsheet. It was developed by the US Dept. of Energy Pacific Northwest National Laboratory, and has incorporated OBC SB-10 post 2017, which is current in SB-10 2024. It includes the weather sites presented in OBC 2024 Supplementary Standard SB-1. It is available to use free of charge as a desktop download or a web tool. Inputs to COMCheck for the Mechanical and Lighting sections should be verified by the appropriate consultants.
- Building orientation is an important and at times restrictive consideration. ASHRAE 90.1 limits the amount of glazing on each of the west & east facades to 25% of the total fenestration. There are several exemptions to the orientation restrictions, notably shading from nearby structures and landscape, which may affect your project. Neither SB-10 nor ASHRAE 90.1 include caveats regarding the orientation of the main entrance. Review ASHRAE 90.1 Sub-Section 5.5.4.
- Select the requirements for building envelope components from tables SB5.5-5-2017 to SB5.5-7-2017 appropriate to the space conditioning category - Non-residential, Residential and Semi-heated. You may use either U, C, and F values for complete assemblies or RSI (R) nominal values of the insulation within an assembly with RSI<sub>ci</sub> for continuous insulation.

- SB-10 does not require reporting of all thermal bridges. Thermal bridging arising from brick ties and flashing are not reported. Intermediate structural connections for shelf angles or structural projections through the continuous insulation are not reported if less than 2% of the wall or roof area. Refer to SB-10 Division 3, Chapter 2, Article 1.1.1.4. which adds 5.5.3.7. & 5.5.3.8. to ASHRAE 90.1.
- The maximum permissible U-values for fenestration are for the complete assembly. The thermal conductivity may be higher through the frames than through the centre of the glass (CoG). This results, especially with aluminum framing, in a higher system U-value than is represented by the CoG value only. It is the system U-value that is used to assess code compliance. The maximum solar heat gain coefficient (SHGC) for fenestration is listed in the SB-10 tables. SHGC is affected by frame profile and the whole window SHGC will be less than the CoG value. Consult with the manufacturer to determine the system SHGC value. Shading devices or overhangs can significantly reduce SHGC. To determine the reduction, ASHRAE 90.1 provides tables in Appendix A.
- The minimum visible light transmission (VT) to SHGC ratio for fenestration is included in the tables. This requirement recognizes the value of daylighting to energy conservation.
- ASHRAE 90.1 permits simple weighted averaging for multiple assemblies within a single *class of construction*, within the same *space conditioning category*. For example, you may use the weighted average U-value for steel-framed walls and compensate for higher U-values in curtain wall spandrels by decreasing the U-value of other steel framed walls. ASHRAE 90.1 requires the use of energy modelling software to determine the trade-off values.
- Record the U, C, F or RSI-values for all opaque envelope elements and the U, SHGC and VT/SHGC ratio for fenestration. It is recommended these values be shared with all members of the project team.
- Note that SB-10 Division 3 Chapter 2 1.1.5.(1) requires buildings with electric space heating (including air source heat pumps) to use the enclosure requirements given in Table SB 5.5-6-2017 for Climate Zone 7.
- Refer to Practice Tip PT.19 ANSI/ASHRAE/IES 90.1-2013 – An Overview of the Energy Standard.

### Division 3, Chapter 3: Additional Requirements to the 2015 NECB

NECB 2015 + Chapter 3 performance requirements are generally higher than ASHRAE 90.1 2013 + Chapter 2. NECB does not include sub-classes of construction. Walls, roofs, floors and fenestration within a zone each have the same required value. NECB does not distinguish between space conditioning categories although some reduction in the requirements for semi-heated spaces is offered by reducing the HDD18 to HDD15. NECB + Chapter 3 offers a much simpler trade-off option than ASHRAE 90.1 + Chapter 2.

To use the prescriptive compliance option, the procedure is similar to the process for ASHRAE 90.1 + Chapter 2:

- Select the appropriate building envelope component values for your zone from the tables in SB-10 Division 3, Chapter 3. OBC SB-10 requires reduced thermal transmittance where electric heat is used. SHGC of fenestration is included to be more in line with SB-10 Division 3, Chapter 2 requirements.
- With the prescriptive path, glazing is limited to a maximum of 40% for locations with HDD18 < 4000. The allowable area decreases linearly to 20% with increased HDD18.
- NECB Part 3 allows simple area weighted averaging within envelope elements. Unlike ASHRAE 90.1 NECB offers 2 straight-forward trade off paths - simple and detailed.
- The simple trade-off permits trading within vertical elements and within horizontal elements. You cannot trade between vertical and horizontal elements. With this method, the designer may increase

the FDWR above 40% by using higher-performance windows and lower U-values for the walls. Similarly, the area of skylights may be increased provided that the U-value of the roof is decreased.

- The detailed trade-off path permits trading between vertical and horizontal elements, provided the total energy loss through the envelope of the proposed building is less than that through the reference building. You can increase the window area by decreasing the U-value of the roof.
- Note that SB-10 Division 3 Chapter 3 sentence 1.1.6.(1) requires buildings with electric space heating (including air source heat pumps) to use the enclosure requirements for Climate Zone 7A and B from Table SB 3.2.2.2.

### **Division 5: Buildings of Non-Residential Occupancy within the Scope of Part 9**

Division 5 provides a prescriptive compliance path for Non-Residential buildings within the scope of Part 9, that do not use electric space heating. Where the building is excluded from Division 5, Division 3 applies. The procedures in Division 5 are much like those in Division 3.

- Determine the number of HDD18 for your building's location from OBC Volume 2, SB-1 Climatic and Seismic Data for Locations in Ontario. Division 5 does not use the ASHRAE zones but uses two zones: Zone 1 for less than 5000 HDD18 and Zone 2 for 5000 or more HDD18.
- Table 1.1.1.2. lists the performance requirements of envelope elements for the two zones.
- Record the U, C, or RSI (R) values for all opaque envelope elements and the U and SHGC for fenestration.

### **Division 3, Chapter 1, Article 1.1.2.2: Carbon Dioxide Equivalents (CO<sub>2e</sub>)**

Buildings complying with the prescriptive requirements of SB-10 are deemed to satisfy the OBC CO<sub>2e</sub> limits and recording the CO<sub>2e</sub> is not required. If you are using the performance path (energy modelling), the design buildings' emissions must be less than or equal to that of the same building designed in accordance with the prescriptive requirements.

### **References**

1. ASHRAE 90.1-2013 Energy Standard for Sites and Buildings Except Low-Rise Residential Buildings
2. ASHRAE 189.1-2014 Standard for the Design of High Performance, Green Buildings
3. National Energy Code of Canada for Buildings (NECB) 2015
4. OBC Volume 1 Division B, Part 12 Resource Conservation and Environmental Integrity
5. OBC Volume 2 Supplementary Standard SB-1 Climatic and Seismic Data
6. OBC Volume 2 Supplementary Standard SB-10- Energy Efficiency Requirements
7. Practice Tip PT.36 Building Energy Performance Series
8. Practice Tip PT.19 ANSI/ASHRAE/IES 90.1-2013 – An Overview of the Energy Standard

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*The OAA does not provide legal, insurance, or accounting advice. Readers are advised to consult their own legal, accounting, or insurance representatives to obtain suitable professional advice in those regards.*

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## FOR COUNCIL MEETING

June 19, 2025

(open)

ITEM: 6.1

**President's Log**

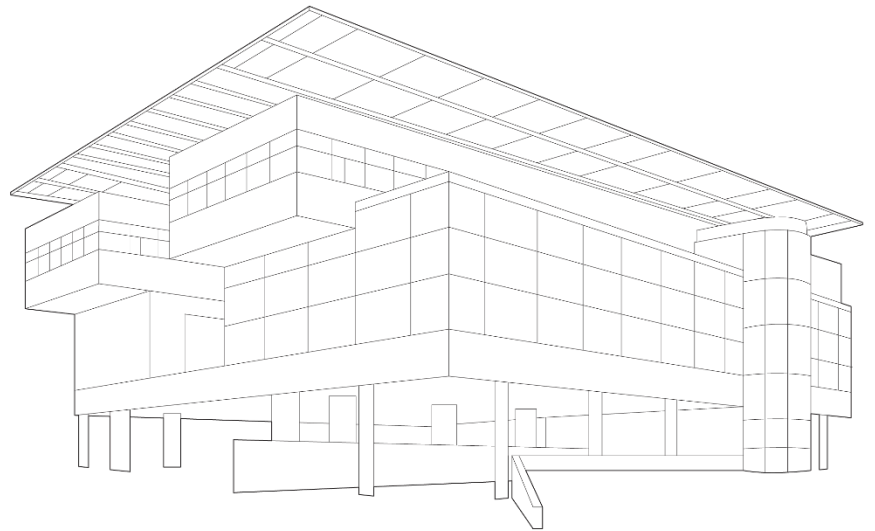
Date	Event/Meeting	Location	Attendees	Time
May 13	Society Chairs Reception and Meeting	Ottawa	w/Society Chairs, Council Liaisons, staff	2:30-5:30 p.m.
May 13	Council, Society Chairs, staff dinner	Ottawa	w/Society Chairs, Council, staff	6-8:00 p.m.
May 14	Conference Plenary event	Ottawa	w/Council, attendees	8:30-10:15 a.m.
May 14	Conference Opening Night event	Ottawa	w/Council, attendees, staff	7:30-10:30 p.m.
May 15	President's Reception	Ottawa	w/Council, attendees, staff	5:30-6:30 p.m.
May 15	SHIFT2025 event	Ottawa	w/Council, attendees, staff	6:30-7:30 p.m.
May 15	Archifete	Ottawa	w/Council, attendees, staff	7:30-11:30 p.m.
May 22	Joint Executive Committee/Pro-Demnity Chairs Meeting	Virtual meeting	w/Executive Committee, Pro-Demnity Chairs, K.Doyle, C.Mills, T.Carfa	12-3:00 p.m.
May 27	OAA/OGCA Best Practices Liaison Group	Virtual meeting	w/L. McKendrick, T.Yeung, K.Doyle, M.Audet, OGCA representation	10:00 a.m. - 12 noon
May 28	Governance Committee	Virtual meeting	w/committee members	9-11:00 a.m.
May 28	OLA Jury Deliberation Meeting	Virtual meeting	w/Jury members, OLA representation	3-4:30 p.m.
June 4	Executive Committee	Virtual meeting	w/Executive Committee	2 - 3:00 p.m.
June 13	President/Executive Director/Council prep meeting	Virtual meeting	w/K.Doyle, C.Mills, T.Carfa	8-9:00 a.m.
June 17	Niagara Society Visit	Virtual meeting	w/Society members, K.Doyle	4-5:30 p.m.
June 18	Pre-Council meeting	Toronto	w/Council	7-9:30 p.m.
June 19	Council Meeting	Toronto	w/Council	9:30 a.m. - 2:30 p.m.

# Executive Director Report to Council

FOR COUNCIL MEETING  
June 19, 2025  
(open)  
ITEM: 6.2

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June 19, 2025



PRESENTED BY

**Kristi Doyle**  
**Executive Director**



Ontario Association  
of Architects

The Executive Director's Report to Council provides an overview of key **operational and administrative matters as well as updates on progress towards the achievement of the OAA's 5-year Strategic Plan**. Specifically, this report focusses on items not covered elsewhere in the meeting agenda.

## OAA Strategic Plan



### Regulatory Leadership



### Governance and Operations



### Member Competency



### Public Education

I invite Council to review the semi-annual service area reports provided by the OAA Team Leads contained in this meeting package. Recall that with the implementation of the OAA 5-year Strategic Plan in 2022, the Team Leads have been providing two updates each year for the purpose of reporting on goals and achievements towards the Plan from an operational and administrative perspective. The June reports represent progress on activities and achievements for the first 6 months of 2025. Each of the Team Leads will provide their service area year-end report to Council in January 2026.



## Regulatory Leadership

### OAA Technology Program

The first administration of the Licensed Technologist exam is scheduled to take place on June 26 with over a dozen Intern Technologists registered. Further outreach to the College Technology Programs is planned for the start of the new school year.

### Canada/US Mutual Recognition Agreement

I will be meeting with representatives from the National Council of Architectural Registration Boards (NCARB) in the week of June 23 to discuss the status of approval of the revised ROAC/NCARB Mutual Recognition Agreement (MRA). Council will recall that the Canadian architectural regulators have approved the MRA and we currently await approval from the NCARB Board. It is hoped that all necessary approvals will be completed shortly and the revised MRA can be implemented by the end of the year.

On a related note, I have been invited to speak on July 7 in Toronto at a workshop *Going Global: International Opportunities for Canadian Architects*. I will provide an overview of the MRA's that have been developed between ROAC and other global jurisdictions.





### **National ExAC Working Group**

I continue to work with the National ExAC Working Group on aspects of the ExAC file. The RFQ for a vendor to provide a solution for updating the existing software platform for item authoring, items banking and test generation closed on June 2. The Working Group will meet on June 13 to review the submissions and shortlist vendors to be interviewed in July. The Working Group will report to the Fall 2025 ROAC Board Meeting with a recommendation for a new examination software platform, including detailed costing, required resources, and a schedule for implementation.

### **Notice of Motion Hearing**

The judge has yet to issue judgement regarding the hearing of AATO's motion against the OAA which was held on April 10, 2025.

### **Relationship Building**

Since the May Council meeting, I have had the opportunity to meet with the CEO of the Professional Engineers Ontario as well as the CEO of the Royal Architectural Institute of Canada (RAIC). These periodic meetings facilitate sharing of information between like organizations and an opportunity to consider ways to collaborate and/or support each other. I will be attending the RAIC virtual AGM on June 17.

The Registrar and I also met recently with the Executive Director of the Canadian Architectural Certification Board. The purpose of the meeting was to review items related to Ontario's *Fair Access to Regulated Professions and Compulsory Trades Act*.

### **Pro-Demnity Insurance Company**

The semi-annual meeting of the OAA Executive Committee and Pro-Demnity Chairs was held on May 22. Along with the OAA inter-locking directors I was pleased to attend Pro-Demnity's annual planning session on May 29 which was held at the Art Gallery of Ontario.



### **Infrastructure Ontario (IO) Release of Supplementary Conditions**

As reported to the membership in the May Practice Advisory News and again in the June OAA News, earlier this year the OAA received official word regarding IO's finalized supplementary conditions to OAA Document 600. However, new wording introduced by IO raised additional concerns, particularly regarding constructor-related provisions that would transfer additional risk to consultants that would not be covered by professional liability insurance policies. In consultation with ARIDO and ACEC-ON, joint correspondence was issued raising this as an urgent matter for IO's action. A response has not been received. The official implementation date for the new SCs is still pending confirmation from IO.



## Public Education & Awareness

In addition to the above noted letter we expect to issue additional information to OAA practices regarding the release of the new contract and supplementary conditions to clarify implications, particularly concerning risk and liability. We continue our collaboration with Pro-Demnity on this matter as well.

### **OAA Local Societies**

The annual in-person meeting of the Chairs of the 14 local Societies and Councillor Liaisons took place on May 13, 2025, in conjunction with the OAA Conference in Ottawa. A report on meeting outcomes is contained as a *For Information* item in this meeting package. The next virtual meeting of the Society Chairs and Councillor Liaisons will be held on June 25 via Zoom.

The President, Councillor Liaisons and I will begin the annual visits with local societies on June 17, kicking off with the Niagara Society of Architects followed by the Hamilton/Burlington Society on June 20. This year the President will focus on hearing more about local initiatives and challenges of the societies as well as responding to items the local members wish to discuss.

### **Construction & Design Alliance Ontario (CDAO)**

A meeting of the CDAO Board was held on June 3. I am pleased to report that the CDAO's Procurement Guide has been received by the Board in draft form and is under review. The draft will be circulated to the CDAO Forum members in advance of the June 23 Forum meeting for their review as well.

### **Joint Liaison with the Ontario General Contractors Association**

The first semi-annual meeting of 2025 of the joint OAA/OGCA liaison group was held on May 27. Items discussed included revisions to Document 100, updates to CCDC documents, tariffs as well as ongoing discussions with Infrastructure Ontario.

# Office of the Registrar Statistical Report

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FOR THE PERIOD JANUARY 1 TO JUNE 3, 2025

FOR COUNCIL MEETING  
June 19, 2025  
(open)  
ITEM: 6.3

PRESENTED BY

**Christie Mills**

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Ontario Association  
of Architects

The Registrar's Report to Council provides an overview of key statutory matters and statistics, both ongoing and planned. Items of regulatory importance to the Association include information on the activities of the following:

- The Experience Requirements Committee (ERC).
- The Complaints Committee.
- The Discipline Committee.
- The Registration Committee.
- Act Enforcement.

The report also provides statistical information regarding:

- OAA membership and OAA status composition.
- Licence and limited licence applications.
- OAA certificate of practice composition.
- Certificate of practice applications.
- Growth statistics of the above.

The Association's principal objective is to protect users and potential users of professional architecture services by governing its licensed members, including holders of certificates of practice and temporary licences, so that the public can be confident OAA members are appropriately qualified and meet the requirements at law to practise architecture. As a self-regulated professional organization, the OAA is authorized by the Government of Ontario, under provincial statute to establish, monitor, and enforce standards of practice and performances for its members and practices. For the purpose of carrying out these objectives, the Association relies on statutory committees and processes; the statistics of which are highlighted below.

## Experience Requirements Committee (ERC)

Upon referral, the Experience Requirements Committee determines if an applicant has met the experience requirements prescribed by the regulations forming part of the eligibility requirements for the issuance of an OAA licence or limited licence.

As per Section 13(3)b and 13.1(3)b of the *Architects Act*, the Registrar, on their own initiative, can (and on the request of an applicant, *shall*) refer an application for the issuance of licence or limited licence to the ERC for a determination as to whether the applicant has met the experience requirements prescribed by the regulations for the issuance of licence or limited licence. Additionally, the Committee will determine as to whether the applicant has met the experience requirements prescribed by the regulations for the issuance of licence or limited licence in matters related to [Exemption Requests to Council](#) as set out in Section 33 of the regulations.

- Two assessments were undertaken on June 4, 2025

2025			
	Reason	Result	Deficiency
ERC Recommendation to Council		Does not meet requirements.	<ul style="list-style-type: none"> <li>Lack of minimum required competency in Bidding and Contract Negotiation.</li> </ul>
ERC Determinations	IAP-CI	Does not meet requirements.	<ul style="list-style-type: none"> <li>Lack of minimum required competency in Bidding and Contract Negotiation, Contract Administration and General Review, OBC &amp; Accessibility.</li> </ul>

*CI: applicant using international experience gained prior to enrolment in IAP*

*CY: Currency*

*IAP-D: Internship in Architecture CERB deficiency.*

The Experience Requirements Committee (ERC) held its annual orientation training on February 26, 2025, led by legal counsel Paul Davis of Paliare Roland. The session focused on key elements of administrative law, including legal frameworks, impartiality, confidentiality, and procedural fairness, and included an overview of the ERC's statutory authority and the experience requirements. Following the training, the Chair facilitated discussions on the assessment process for architectural experience, with particular attention to revising assessment questions, scoring methods, and passing thresholds.

During the reporting period, the committee implemented several initiatives, including the incorporation of its December 2024 recommendations, the integration of standard deviation data into the assessment matrix, procedural refinements to strengthen regulatory alignment, and a commitment to referencing the Canadian Standard of Competency for Architects. The ERC also continued its analysis of the passing threshold and began a review of assessment content for currency and potential gaps. The committee met again in late May to further advance its review of assessment procedures. A Fall meeting is planned to review the implementation of the improvements noted above and discuss the development of more and/or revised assessment questions.

## Complaints Committee

As the regulator of the practice of architecture in Ontario, the OAA handles complaints regarding the conduct or competency of a member or practice of the OAA. The [Architects Act, R.S.O. 1990, c. A.26](#) prescribes the complaints process to ensure the public interest in Ontario is served and protected. A complaint may be made if there is concern a member of the OAA (Architect, Licensed Technologist, a holder of a certificate of practice, or holder of a temporary licence) has contravened the *Architects Act* or has engaged in professional misconduct as set out in the regulations (R.R.O. 1990, Reg. 27, s. 42).

Below are the Complaints Committee statistics for the reporting period:

Total Inquiries <sup>1</sup>	44
Total Complaints	21
Active Complaints with a CC Panel	4
Held in abeyance	1
Preliminary Review Stage	0
Closed	
Not referred (dismissed)	4
Not referred (withdrawn)	1
Not referred (caution)	1
Referred to Discipline	2
Registrar's Investigations <sup>2</sup>	1
Good Character Investigation	1

During this reporting period, the annual orientation training reviewed the legal and regulatory framework of the committee, the complaint-handling process, key administrative law concepts, and implicit bias training, providing a comprehensive foundation for committee members.

## Discipline Committee

Discipline decisions are the result of hearings conducted by a tribunal comprising two senior members of the OAA and a Lieutenant Governor in Council Appointee (LGIC) from the Discipline Committee. The Discipline Committee hears allegations of professional misconduct against members of the Association, holders of a certificate of practice, or holders of a temporary licence.

Allegations may arise through:

- referral of a matter by the Complaints Committee; or
- Council directing the Discipline Committee to conduct a hearing into allegations of professional misconduct in a specific situation.

The following are the statistics for the reporting period of January 1 – June 3, 2025:

- One hearing completed May 6, 2025.
- There are ten (10) matters to be scheduled in 2025 – although three may proceed as a combined hearing in accordance with Section 9.1 of the *Statutory Powers Procedure Act* (TBD).

For 2025, the Office of the Registrar plans a full review of all Discipline Committee policies and procedures in accordance with the Regulatory Leadership goal pillar of the strategic plan.

<sup>1</sup> Any communication about a member's professional misconduct. This number includes matters that has since been referred to complaints, however, not all complaints began as inquiries.

<sup>2</sup> Not yet referred to complaints

The committee completed its annual orientation training, led by legal counsel. The session reviewed the committee's legal framework and statutory authority, underscoring its responsibility in upholding professional standards. Key topics included the exercise of statutory powers in accordance with legal principles, the appeals process for discipline decisions, and the importance of procedural fairness, with a focus on the distinction between contested and uncontested hearings.

## Registration Committee

When the Registrar proposes to refuse (Notice of Proposal (NoP)) an application for licence, limited licence, certificate of practice or temporary licence; proposes to suspend or revoke a certificate of practice or temporary licence; or, proposes to issue a licence, limited licence, certificate of practice or temporary licence with terms, conditions and limitations, the applicant may request a hearing before the Registration Committee. The Committee hears the matter and makes a determination as to the proposal by the Registrar.

The hearing is held before a panel of three members of the Registration Committee. A Registration hearing is not an appeal and is not a review of the decision made by the Registrar. A hearing is an opportunity for an applicant to present evidence in support of their application. The applicant bears the onus of satisfying the Registration Panel, on reasonable grounds, that they meet the requirements of the Act and the regulations for the purpose of issuance of a licence, limited licence, or certificate of practice.

The [OAA website](#) dedicated to the Registration Committee includes recent requested hearings and the associated hearing dates. This aligns with the expectations of the [Statutory Powers Procedure Act, R.S.O. 1990, c. S.22 \(ontario.ca\)](#) and infuses more transparency on the OAA website. Committee Decisions and Reasons are also posted for any hearings resulting in a decision and order to issue a licence.

On July 5, 2024 the Chair of the Registration Committee ordered that further scheduling of Registration hearings be suspended until the Notice of Motion advanced by the AATO is resolved. This decision was communicated to all hearing applicants on July 8, 2024.

The Registration Committee statistics for the reporting period are as follows:

- Twenty-five (25) hearings are to be scheduled.

The committee completed its annual orientation training led by legal counsel. The orientation focused on administrative law principles, the legal framework governing the OAA and the Registration Committee, and the committee's role in assessing architectural qualifications and making decisions. Key topics included procedural fairness, decision-making processes, and the importance of impartiality and independence in the committee's work.

## Act Enforcement

The Act restricts the practice of architecture to members of the OAA providing professional services through a certificate of practice issued by the OAA. The practice of architecture includes:

- the preparation or provision of a design to govern the construction, enlargement, or alteration of a building;
- evaluating, advising on, or reporting on the construction, enlargement, or alteration of a building; or
- the general review of the construction, enlargement, or alteration of a building.

It is an offence for an unlicensed person (including a corporation) to use the term “Architect” or “Licensed Technologist”. It is also an offence to hold oneself out as engaging in the practice of architecture without a licence or limited licence issued by the OAA.

Misrepresentation of a protected title and misleading claims or advertising (inadvertently or purposely) could lead the public to conclude they would be receiving architectural services from a licensed and regulated professional.

The OAA’s regulatory mandate includes acting against those unlawfully providing architectural services. The *Architects Act* and its regulations outline specific exceptions, but outside of these, the OAA may take legal action. The OAA will investigate when a possible infraction is brought to its attention. If it appears illegal practice has occurred, the OAA may do one or more of the following:

- Send an inquiry letter advising of the concerns and request specific corrective action. This is a common first step in the case of misrepresentations.
- Request the individual sign an undertaking and covenant agreement, which includes an acknowledgment of the breach of the *Architects Act* and agrees to compliance in the future.
- Pursue financial damages or injunctive relief through the courts.

Below are the act enforcement statistics for the reporting period:

New matters received for reporting period	46
Active files/ Ongoing investigations	37
Resolved by Legal Counsel	0
Resolved by OOTR for reporting period	2
Unable to locate	0
No breach found	7
Injunctions (ongoing)	0
Injunctions (resolved)	0

## Internship in Architecture Program

In addition to the regular day-to-day administration of the program, OAA staff have remained focused on continuous improvement and ensuring all deliverables are met. A key priority over the past several months was preparing for the departure of long-time IAP Administrator, Lashmi Ollivierre, after 17 years of dedicated service. Thanks to a



well-structured training and transition plan, the handover has been completed smoothly, ensuring continuity of service and operational stability.

## OAA Technology Program

Between January and June 2025, the OAA launched the new OAA Technology Program (OTP), including the online applications and Experience Record Book (ERB), and distributed the Self-Assessment to previously Licensed Technologists applying for a limited licence. February saw an influx of applications for Intern and Student Technologist statuses. In March, preparation began for the Licensed Technologist Examination, with online registration opening on March 31. April involved a review and update of the exam questionnaires, guidelines, and letters. By May, examination venues in Ottawa and Toronto were confirmed for the June 26 sitting, and iMIS was updated to support the OTP Exam information.

## Correlated Legislative Matters

### Office of the Fairness Commissioner

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).

Under this framework, the OFC assesses each regulator's operations against five risk factors that may impede the regulator's ability to apply fair registration practices for the licensure of domestic and internationally trained applicants; the five risk factors are set out below:

1. Organizational capacity.
2. The overall control that a regulator exerts over its assessment and registration processes.
3. The impact of major changes to registration practices and relations with third-party service providers.
4. The ability of the regulator to comply with newly introduced legislative and / or regulatory obligations.
5. Public policy considerations:
  - a. Addressing labour market shortages.
  - b. The ability to promote inclusion and address anti-racism concerns in registration processes.

The OAA submitted its 2024 RICF report to the OFC March 10, 2025; the report is posted to the [OAA website](#) as per the FARPACTA requirements.

### FARPACTA Recent Amendments

Changes to the *Fair Access to Regulated Professions and Compulsory Trades Act* (FARPACTA) create legal obligations for professional regulators in Ontario. The most recent amendments include the following:

Legal Obligations	In-Effect Date
<b>Third party accountability:</b> These provisions specify the reasonable measures that a regulated profession must take to ensure that its third-party service provider (TPSP) makes its assessments in a way that is transparent, objective, impartial and fair, including a requirement for the regulator to enter into an agreement with its TPSP to address certain prescribed matters.	Jan 1, 2026
<b>Alternative documentation:</b> These provisions require that each regulator have an alternative documentation policy and submit it for review and approval by the Fairness Commissioner (FC).	Policy due to FC Jan 1, 2026
<b>Parallel processing plan:</b> These provisions require that each regulator develop a parallel processing plan and submit it for review and approval by the Fairness Commissioner.	Policy due to FC Jan 1, 2026
<b>Registration time standard:</b> These provisions require that each regulator communicate its registration decisions to internationally trained individuals within three months of receiving complete applications, in at least 90% of all cases.	July 1, 2025

### Third Party Service Providers

Regulated professions that use third-party organizations to assess qualifications must ensure that these assessments are conducted impartially, transparently, fairly, and objectively. To do this, they must enter into formal agreements with third-party assessors, outlining key responsibilities and processes. These agreements should specify assessment criteria, minimum passing scores, the frequency of assessments (wherever feasible, applicants will have access to exams and other types of assessments at least three times in a calendar year), and timelines for completing each step. Assessors must also have the necessary expertise, and decisions must be communicated in writing within 10 business days, including reasons for negative outcomes and details on competency gaps. Additionally, third parties must have a fair and independent appeal process, notifying applicants within 15 business days whether their appeal will proceed and providing relevant timelines.

Regulated professions are responsible for ensuring applicants receive clear and accurate information about the third-party assessment process, including timelines, assessment criteria, acceptable alternatives for required documentation, fees, and appeal procedures. They must also establish a complaints process for applicants experiencing issues with third-party assessors and make all relevant information easily accessible online. This ensures that applicants understand their rights and the steps involved in the assessment process, promoting fairness and transparency in professional licensing.

For OAA purposes it is reasonable to expect the OFC will consider the CACB and CExAC to be third party service providers to the OAA. To assist regulators with their requirement to enter into agreements with their TPSPs who assess qualifications, the OFC had proposed to develop two flexible templates. However, the OFC have since decided to provide a webinar featuring regulators and third parties that have worked together on negotiating FARPACTA compliant agreements. This will likely be ready in September.

In the interim the OAA has shared all third-party requirements with the CACB who is conducting an audit to determine alignment with the requirements and areas of potential

improvement in order to comply with FARPACTA. Further, the OAA will work with the OAA ExAC Coordinator to undertake this same audit.

### **Alternative Documentation Policy**

A regulated profession must have a policy outlining acceptable alternatives to required documentation when applicants cannot obtain it for reasons beyond their control. The policy must define what constitutes a reasonable alternative, specify processing timelines, and meet any regulatory requirements.

The alternative documentation plan must be submitted to the Fairness Commissioner for review and updated if circumstances change. Before implementation, the profession must respond to any input from the Fairness Commissioner and, if required by regulations, obtain approval or make necessary changes as directed.

The OFC has provided a guideline for policy development – attached herein as Appendix 1.

### **Parallel Processing Plan**

The parallel processing expectations require that regulators in Ontario develop a plan addressing how it will enable multiple registration processes to take place concurrently - especially where applicants experience delays. Examples identified to date include:

- permitting applicants to enter the assessment and registration process at any stage, and in any order, that they wish;
- allowing for provisional registration where regulators create alternative registration classes to provide applicants with opportunities to work in their field while completing outstanding requirements for full registration; and
- concurrent completion of work experience and final coursework or examinations.

A regulated profession must submit its parallel processing plan to the Fairness Commissioner for review. If there are any changes that may impact the plan, it must be updated and resubmitted. Before implementing a new or revised plan, the profession must respond to any input from the Fairness Commissioner and, if required by regulations, obtain approval or make any necessary changes as directed.

The OFC has provided a guideline for plan development – attached herein as Appendix 2.

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The Office of the Registrar, the Policy and Government Relations Manager and the Executive Director will continue to monitor the above developments. Actions arising or required will be reviewed with the Governance Committee. Any required policy or statutory changes required will be overseen by the Governance Committee with recommendations to follow for Council review and approval.

### **Ontario Labour Mobility Act (OLMA) and Bill 2**

Recent amendments to the *Ontario Labour Mobility Act* (OLMA) under Bill 2 – *Protect Ontario Through Free Trade Within Canada Act, 2025* introduce new requirements aimed at improving the timeliness, transparency, and fairness of licensing processes for professionals certified in other Canadian jurisdictions.

The legislation imposes strict timelines for regulators: they must acknowledge receipt of a complete application within 10 business days and issue a certification decision within 30 calendar days. Regulatory authorities are also prohibited from imposing additional

requirements such as further training, exams, or experience unless explicitly permitted by regulation. Given the longstanding ROAC reciprocity agreement for Architects in Canada, the OAA is in compliance with the 30-day standard (which is also required under FARPACTA).

Another key feature is the introduction of “deemed certification,” which allows individuals already certified in a reciprocating jurisdiction to be recognized as certified in Ontario for a one-time, six-month period upon submission of their credentials and satisfaction of any prescribed conditions.

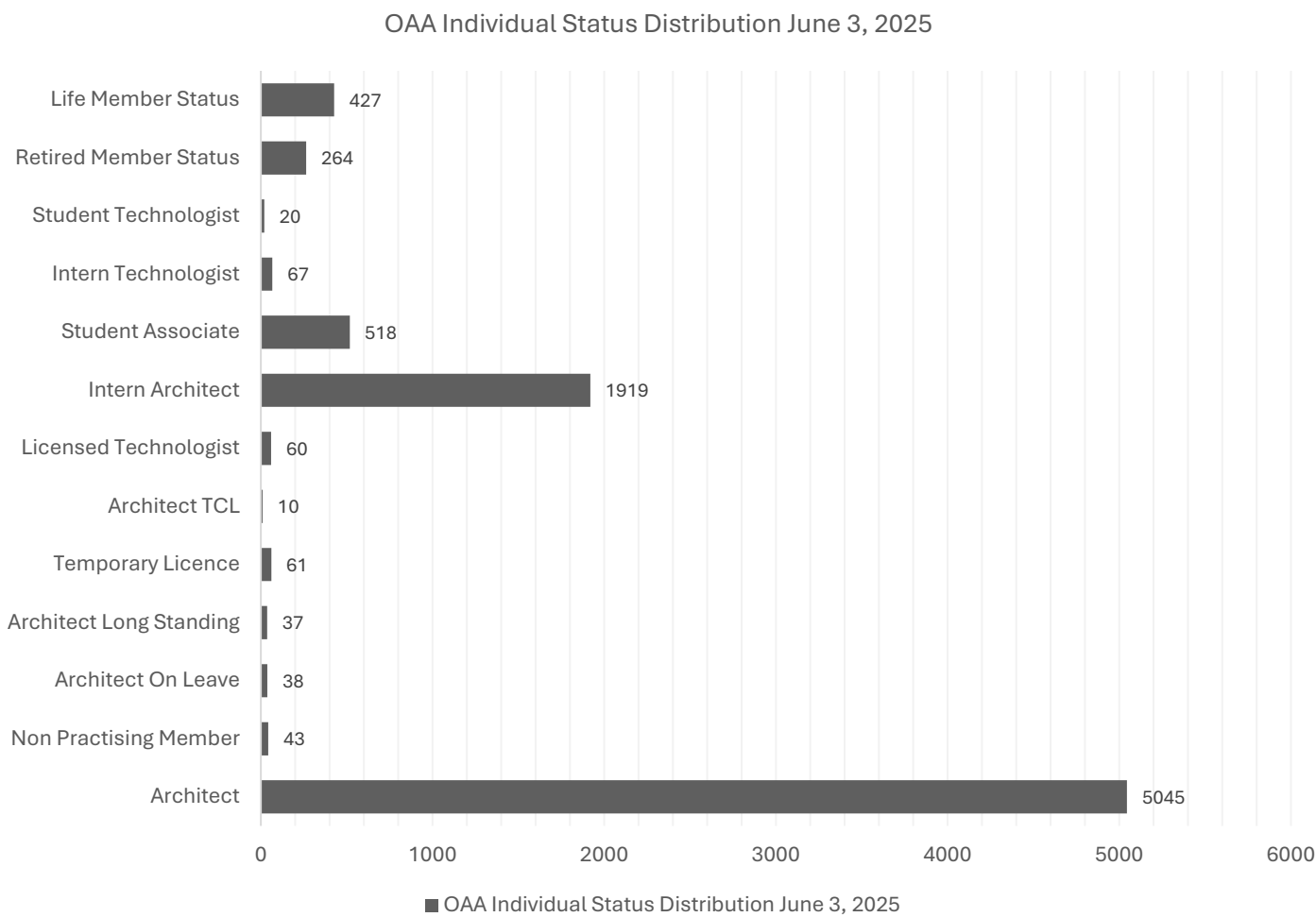
The deemed certification provision may conflict with the *Architects Act*—however, much will depend on the pending OLMA regulations to determine how “prescribed information”, or “prescribed requirements” will apply to Architects.

Pending clarity, it may not be appropriate to assume compliance. The regulations could, for example, restrict deemed certification to occupations specifically named or impose additional prescribed data/documentation for receipt notices. These details will impact how OLMA interacts with the *Architects Act*. OAA staff are closely monitoring the Ontario Regulatory Registry for the forthcoming regulation proposals to be able to review the exact scope and wording once available. In the interim, staff are reviewing potential administrative procedures that may need to be developed or adapted to accommodate a deemed certification status within the OAA’s registration processes.

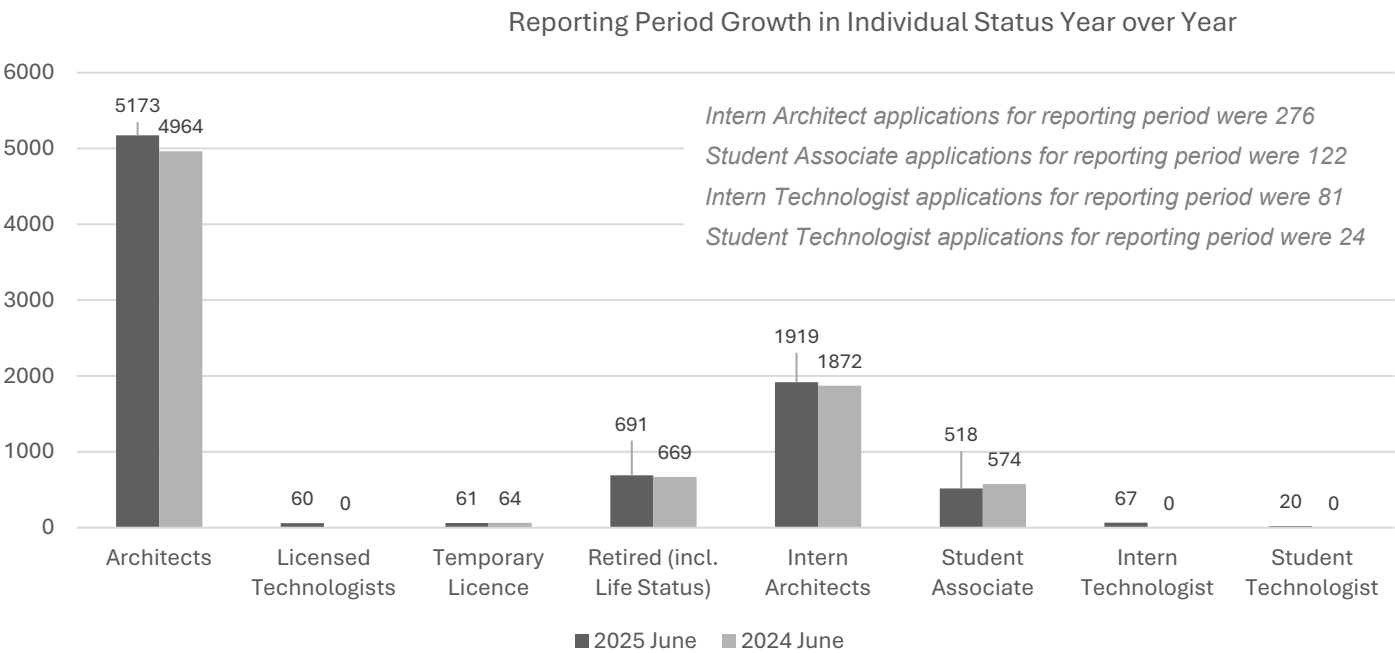
# Office of the Registrar Statistics

Below are the OAA community statistics for the reporting period, indicating current records as well as changes over the year. The OAA community includes members as defined by the *Architects Act* as well as prescribed as classes of persons whose interests are related to those of the Association as defined by the regulations.

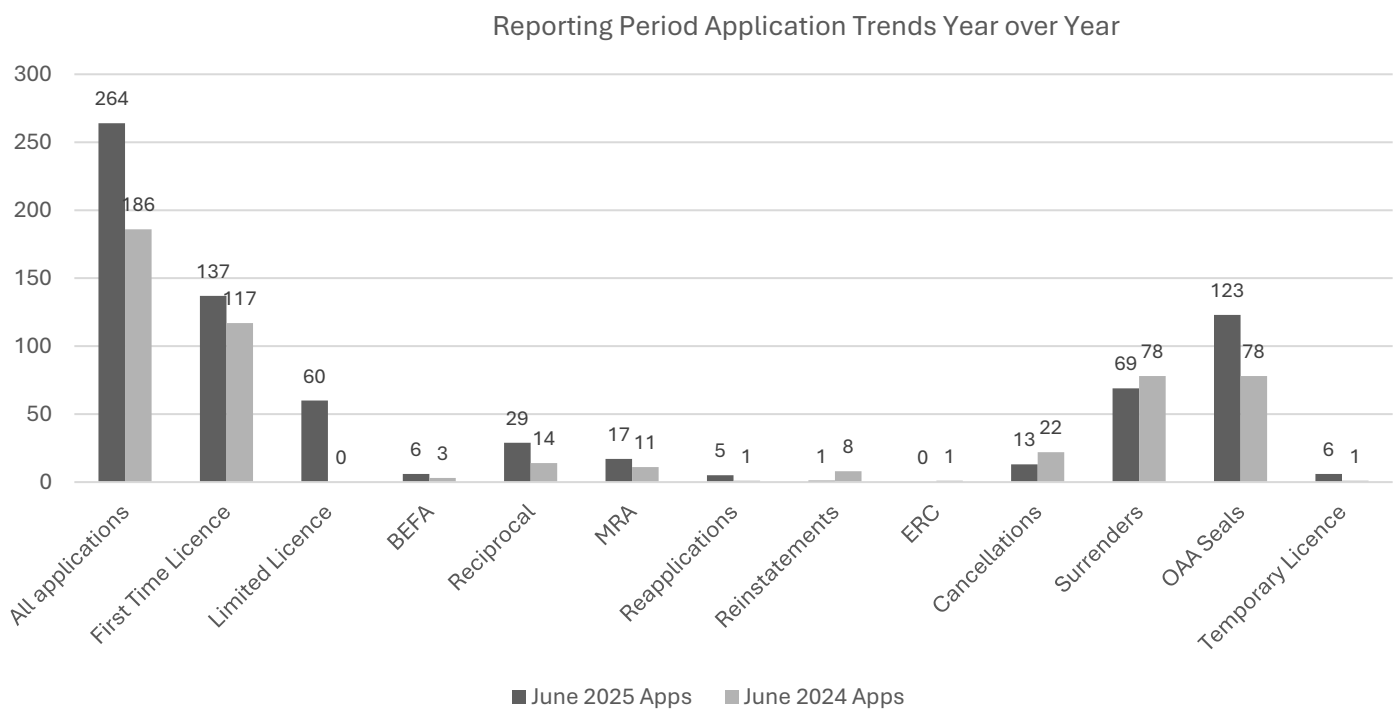
## OAA Members and Status Holders



Growth in Individual Status



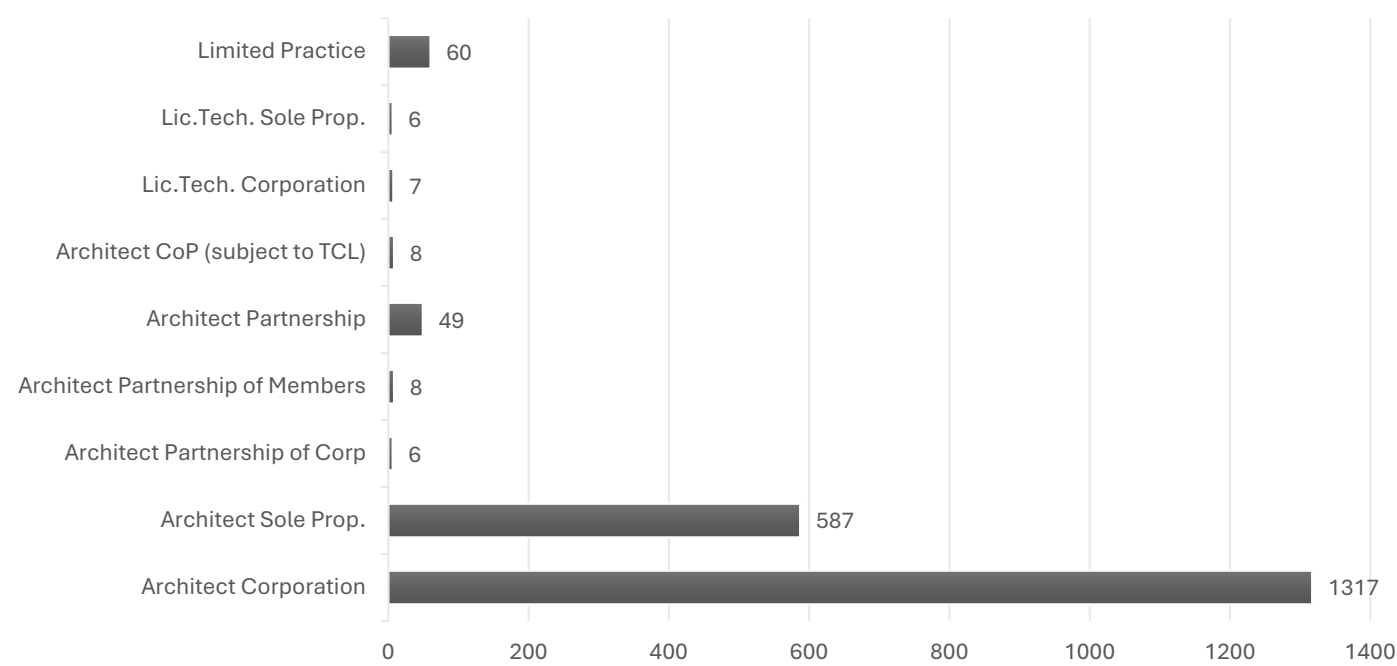
Licence and Limited Licence Applications



- Total licence and limited licence applications received for reporting period was 261.
- Of the 137 first time licence applicants, 56 were internationally educated applicants.

# Certificate of Practice

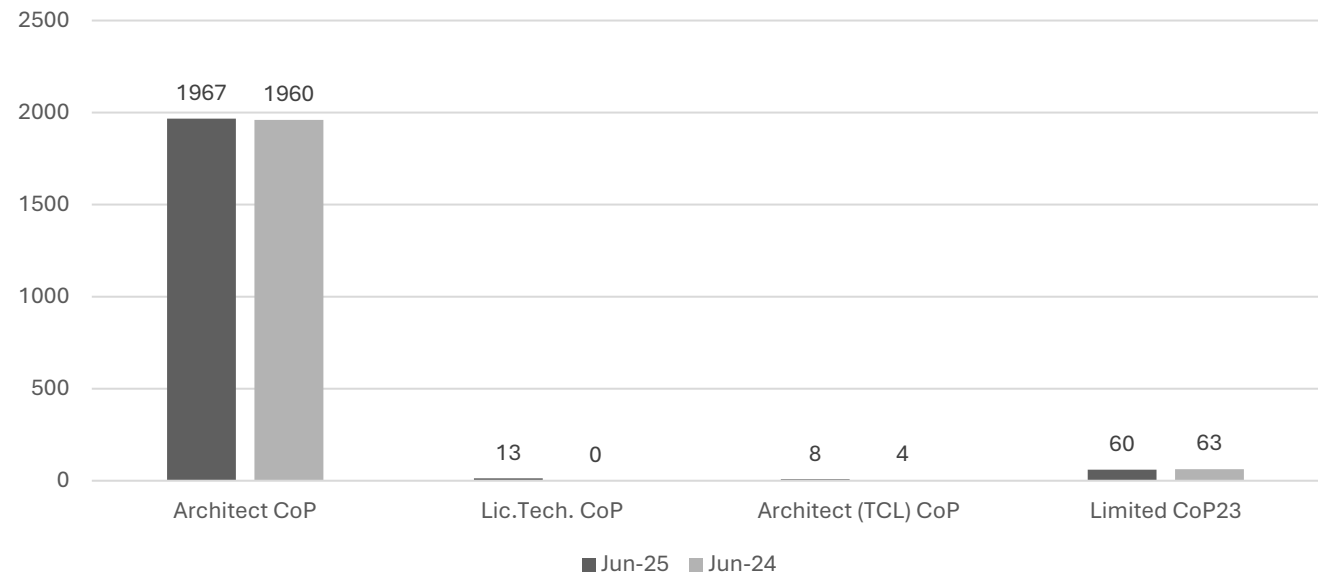
OAA Certificate of Practice Distribution as of June 3, 2025



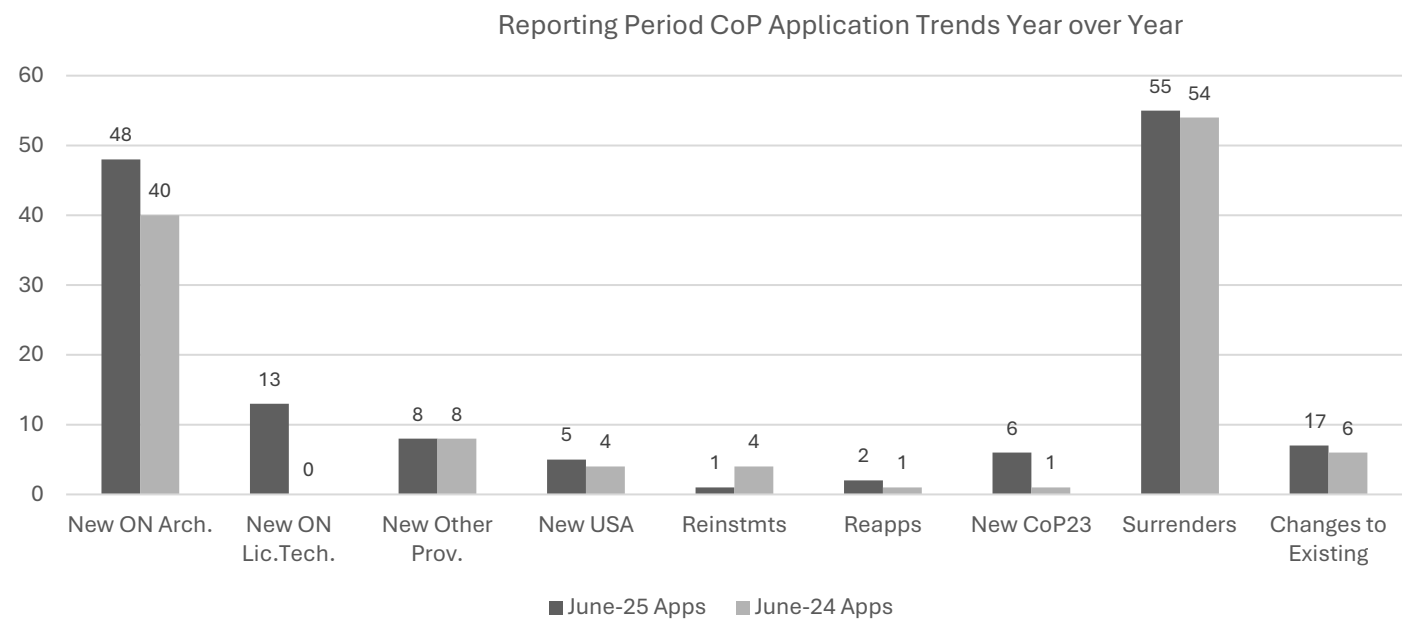
\* TCL refers to “subject to terms, conditions, and limitations”

# Growth in Practices

Reporting Period Growth in Practices Year over Year

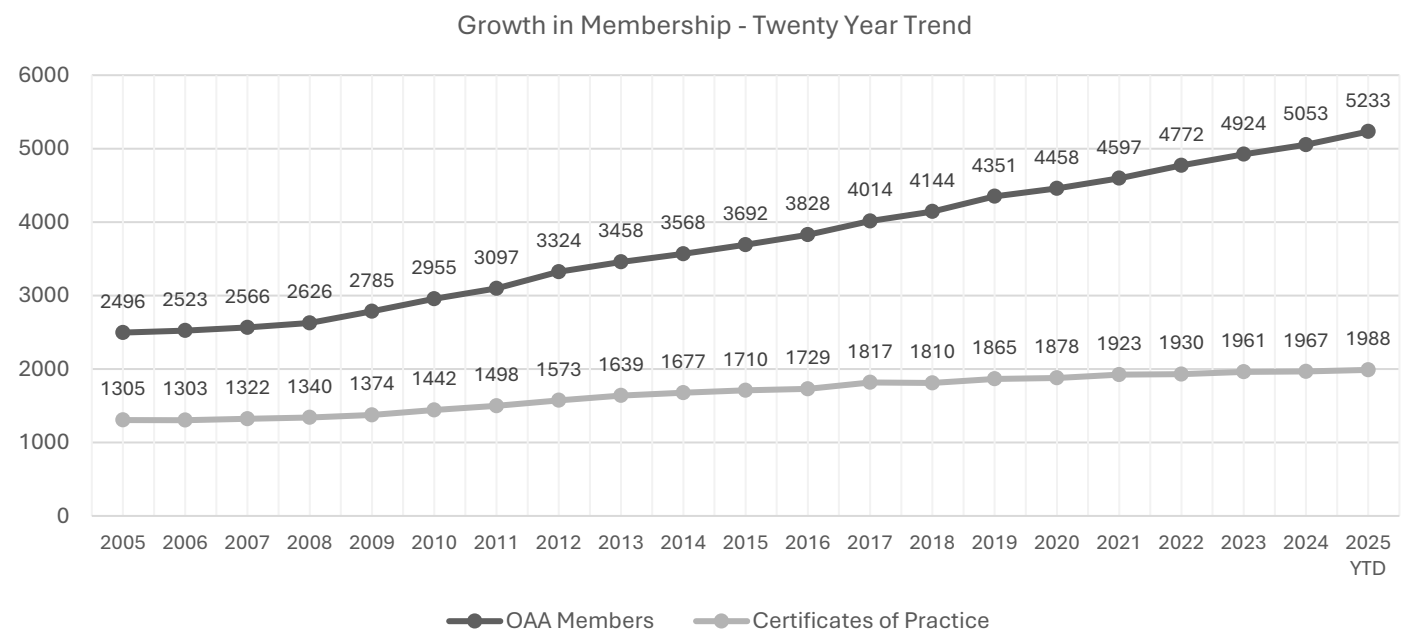


# Certificate of Practice Applications



- Total certificate of practice applications received for reporting period was 100.

## Long Term Trends





# Guidelines to Prepare and Submit an Alternative Documentation Policy



**FAIRNESS** COMMISSIONER

COMMISSAIRE À L'ÉQUITÉ

**OFFICE OF THE FAIRNESS COMMISSIONER**  
**BUREAU DU COMMISSAIRE À L'ÉQUITÉ**

An agency of the Government of Ontario  
Un organisme du gouvernement de l'Ontario

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Publication Date: June 1, 2025

Version Number: Version 1.0

Responsible Area: Policy and Program Unit, Office of the Fairness Commissioner

Questions about this policy or requests for alternate formats can be sent to the Office of the Fairness Commissioner by email at [ofc@ontario.ca](mailto:ofc@ontario.ca)

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# 1. Background and Purpose

On October 28, 2024, the *Working for Workers Five Act, 2024* received Royal Assent. Among other things, this bill introduced new provisions to *the Fair Access to Regulated Professions and Compulsory Trades Act, 2006* (FARPACTA) and Ontario Regulation 261/22 (the regulation) made under the Act that impose a legal obligation on regulated professions (regulators) to establish an alternative documentation policy that must be approved by the Fairness Commissioner (the Commissioner).<sup>1</sup>

These guidelines are designed to help regulated professions to develop and submit alternative documentation policies for review and approval, in accordance with FARPACTA and its regulation. They should be read in conjunction with the OFC's *Legislated Obligations and Fair Registration Best Practices Guide for Regulated Professions and Compulsory Trades (Legislated Obligations Guide)*. See, in particular, the content on Legal Obligation 10 for interpretation of key terms and registration best practices respecting policies providing for alternatives to required documentation.

These guidelines are intended to provide general information and advice to regulated professions and should not be considered legal advice. These guidelines do not replace or amend the FARPACTA or its regulation.

Please note that these guidelines do not cover every situation and do not affect the OFC's advice-giving or enforcement discretion in any way. If you need assistance understanding your legal rights or obligations, you may wish to seek legal advice. These guidelines are subject to change.

Finally, these guidelines will not bind the Fairness Commissioner in his decision-making capacity or his order-making authority under the Act.

Appendix A provides a flexible policy template to assist regulators to create a policy that reflects the legal requirements described below. For each legislative or regulatory provision, the template offers sample wording for consideration.

Appendix B provides the full text of key provisions under FARPACTA and Ontario Regulation 261/22.

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<sup>1</sup> This obligation applies to "regulated professions" as defined in section 5 and Schedule 1 of FARPACTA and not to the regulated health colleges referenced in the *Regulated Health Professions Act, 1991*.

## 2. Before Submitting Your Policy for Review

The OFC encourages all regulated professions to develop a draft of their policy expeditiously, and to consult with the OFC prior to submitting the final document to the Fairness Commissioner by the January 1, 2026, deadline for formal submission. This approach will hopefully provide insights to regulators and facilitate the approval process.

The OFC recognizes that some regulators may have already developed alternative documentation policies, while others address these situations on a case-by-case basis. Regardless of their experience, the OFC encourages all FARPACTA professions to engage in a structured preparation process. This approach will help to meet the new legal requirements and establish a solid foundation for policy implementation.

While there exists a core set of steps that all regulators should follow – those with existing policies and without – certain actions will need to be tailored based on whether an existing policy is in place.

### 2.1 Planning

#### ***Familiarization with FARPACTA and its regulatory requirements***

Before any development begins, it is essential for regulators to fully understand the new legal obligations. This initial step will help regulators to estimate the scope and complexity of the work and plan accordingly. Key actions for regulators may include:

- Reviewing the specific provisions in FARPACTA and its regulation relating to policies on alternative documentation, and the relevant section of the OFC's *Legislated Obligations and Fair Registration Best Practices Guide for Regulated Professions and Compulsory Trades*.
- Reviewing this document and the alternative documentation policy template found in Appendix A.
- Consulting with their legal counsel where appropriate.
- Engaging with their OFC Compliance Analysts to obtain relevant information and advice from our office as well as an early read on drafts of the policy.

These steps will help to ensure that the components of the policy meet the necessary legal requirements and increase the likelihood that the Fairness Commissioner will approve the document.

### ***Conducting a scan of current practices***

Regulators should undertake a review of the practices that they currently employ to address situations where applicants cannot provide the documents that regulators require to proceed with their applications. For example:

- *Regulators with existing policies* should analyze their current documentation to ascertain:
  - Whether they are aligned with the new FARPACTA requirements. If not, how must the materials be reframed to address gaps?
  - How well the policy operates in practice. For example, how often is the policy put into practice, how long does the process take, and what are the success rates?
  - Whether the time to process alternative documentation compares favourably with the review of more traditional documentation.
- *Regulators without established policies* are more likely to rely on informal or ad hoc procedures to respond to situations where applicants cannot provide the required documentation. Gathering up information about those procedures, and recording them, would be a logical first step.
- *Both groups of regulators* should evaluate whether they possess an adequate staff compliment and work processes -- such as staff training, technological support, and funding -- to implement the policy effectively.

Once the scan of current practices is complete, regulators will have a better sense of the time and effort required to develop a new policy or adapt an existing one. During this stage, the regulated profession will also need to consider whether, and to what extent, it wishes to consult with stakeholders (e.g. current or former internationally trained applicants) on how to optimally tailor a policy to meet their needs.

### ***Work planning***

Regulators should plan their work in such a way to provide the necessary lead time to meet the policy submission deadline of January 1, 2026.

The OFC will schedule an informal meeting with each FARPACTA regulator in Summer 2025, to clarify expectations, answer questions, and establish a mutually convenient target date for sharing a first draft of the alternative documentation policy for OFC review and feedback.

The OFC strongly encourages regulators to submit a draft policy for feedback in the Fall of 2025, in advance of the formal submission deadline of January 1, 2026. This step will help facilitate timely review and approval of the policy by the Fairness Commissioner.

Regulators will also need to build in time to engage their governing council and legal counsel before the formal policy is submitted to the Fairness Commissioner.

## 2.2 Developing or Adapting an Existing Policy

In government and regulatory contexts, the term “policy” is typically understood as a framework for making consistent decisions based on clearly stated principles or rules. Policies usually allow for a degree of discretion to respond to atypical circumstances and are normally subject to periodic review and update.

Policy development practices will vary based on the experience and size of the regulator. This section suggests some best practices for regulators to follow in developing an alternative documentation policy or adapting a pre-existing policy to meet the new legal requirements. Given the need for the Fairness Commissioner to review and approve the formal policy, the OFC recommends that the regulated profession adopt a fluid process of sharing iterative drafts with our office.

<i>Best Practice Steps for Developing a New Policy</i>	<i>Best Practice Steps for Adapting an Existing Policy</i>
<ul style="list-style-type: none"><li>• Draft a policy outline that covers off each new legal requirement.</li><li>• Review historical data and practices (e.g., number of requests received to provide alternative documentation, how these were addressed, whether the process was timely and effective, whether specific challenges arose.)</li></ul>	<ul style="list-style-type: none"><li>• Review the pre-existing policy against the new regulatory requirements and client-focused criteria such as clarity and completeness.</li><li>• Consider available tools and best practices (e.g., OFC policy template).</li><li>• Decide whether to adapt the existing policy or redevelop a new one.</li></ul>

### *Consultation and Engagement*

- Consider consulting with current or previous internationally trained applicants.
- Gather input from internal teams, legal counsel, and documentation experts. Strive for an iterative process.
- Consider testing the proposed policy against hypothetical / simulated cases to identify any issues early and address them.
- Seek input from the OFC at various stages in the process.
- Keep your council apprised of developments and timing considerations.

### *Implementation Planning*

- Consider staff practices and procedures that may need to be established or adjusted to support effective implementation of the policy.
- Provide training to staff responsible for responding to applicant questions and requests related to alternative documentation.
- Although not required under FARPACTA and its regulation, the OFC strongly encourages regulators to develop an implementation roadmap. Such a plan will help to ensure that, once approved, the policy can be effectively implemented, monitored over time, and adjusted based on real-world feedback and evolving circumstances.

The OFC can assist regulators in this process by:

- Offering opportunities for informal consultation on specific ideas.
- Reviewing early drafts of policies to provide insights into the approval process and whether the Fairness Commissioner is likely to endorse specific components of the policy.
- Providing advice on developing a transition or a roll out plan for implementing the policy after it is reviewed and approved.

### ***Review checklist***

Regulators are invited to use the following checklist, combined with the template provided in Appendix A, to work through the specific legal obligations contained in the Act and regulation. Using this checklist during each stage of policy drafting and review will help to facilitate timely review and approval by the Fairness Commissioner.



<b>Translating the Legal Obligations Contained in FARPACTA and its Regulation into a Policy</b>	<b>Addressed in Policy Yes / No</b>
<p><i>Commitment to Accept Alternatives:</i> The policy states that the profession will accept reasonable alternatives when applicants cannot obtain the required documents due to circumstances beyond their control.</p>	
<p><i>When the Regulator will Accept Alternatives:</i> The policy specifies the circumstances under which the regulator will accept alternatives and includes all situations specified in the regulation:</p> <ul style="list-style-type: none"> <li>• Wars and natural disasters</li> <li>• Other situations when the document-issuing institution no longer exists, refuses to provide the documents without justifiable reasons, or takes an unreasonable amount of time to respond</li> <li>• When there could be harm to the applicant from seeking the required documents</li> </ul> <p>Regulators may allow for other situations or consider other requests on a case-by-case basis.</p>	
<p><i>Definition of Acceptable Alternatives:</i> The policy describes the types of documents that an applicant can provide for consideration and contains information about any alternative methods for applicants to demonstrate their experience, knowledge and skills.</p>	
<p><i>Translation Requirements:</i> The policy clearly sets out the regulator's requirements regarding the translation of alternative documentation, if applicable.</p>	
<p><i>Submission and Assessment Process:</i> The policy outlines how an applicant can make a request to submit alternatives and how the regulated profession will determine whether to accept this request.</p>	
<p><i>Acknowledgement of Receipt:</i> The policy commits to provide applicants with written acknowledgment within 10 business days of receiving the alternative documentation, indicating whether further information is required.</p>	
<p><i>Processing Timelines:</i> The policy specifies the timeframes within which the regulator will process the alternative documentation request and when applicants will be informed of the next steps.</p>	

Additional review criteria may build on the following themes:

- *Clarity*: Is the language unambiguous and easy to understand?
- *Comprehensiveness*: Does the policy provide lists of alternatives for each document that a regulator normally requires?
- *Flexibility*: Can the policy accommodate a range of alternative documentation and / or circumstances with a high degree of fairness?
- *Practicality*: Are the procedures straightforward and easy to implement?
- *Consistency*: Are training procedures adequate to provide for consistent implementation?
- *Promoting Awareness*: Has the regulator thought through how the policy will be effectively communicated and how applicants can engage with the regulator to discuss their unique circumstances?

Regulators should pay attention to clear communication with respect to defining when a document-issuing institution has taken an unreasonable time to respond. Section 4.1 (1) (a) of the regulation requires that regulators accept alternatives in these situations. Regulators are responsible for interpreting this requirement within their own context.

As noted in the OFC's *Legislated Obligations Guide*, some factors for the regulator to consider in making this determination are:

- substantive deviations from the document-issuing institution's published service standards or from the response times of similarly situated regulators.
- delays exceeding historical average response times for the same or like document-issuing institutions.
- assessing how the delay affects the applicant's ability to complete the full assessment and registration process within a reasonable time (e.g., the one-year reporting standard under section 6 (1)(b) of the regulation.)

Please consult the OFC's *Legislated Obligations Guide* for further interpretive guidance.

### **3. Share a Draft Policy with the OFC for Comment**

If you have not already done so, please submit a draft policy and raise any questions or issues for OFC's consideration and input. The OFC recommends sending these materials in Fall 2025, to allow time for discussion and incorporation of feedback, prior to the formal submission deadline of January 1, 2026.

Seeking feedback on a draft policy will help to ensure that the components of the alternative documentation policy meet the necessary legal requirements, and to facilitate a timely review and approval process upon formal submission to the Fairness Commissioner.

### **4. Submit the Policy for Review and Approval**

Once the policy is finalized, regulators must submit the necessary documentation to the Fairness Commissioner for review according to submission guidelines. Where possible, the OFC encourages regulated professions to file their materials in advance of the legal deadline of January 1, 2026, legal deadline.

#### **4.1 Submission Guidelines**

Regulators should submit their policy electronically via their Compliance Analyst no later than January 1, 2026. The submission package should include the following components:

1. A formal written request signed by the responsible official in the organization requesting that the Fairness Commissioner approve the regulated profession's alternative documentation policy.
2. An electronic copy of the alternative documentation policy, to facilitate review / provision of comments by the Fairness Commissioner.
3. Any other information that would assist the Fairness Commissioner in the review exercise, such as:
  - a. A list of documents that the regulated profession normally requires as part of its assessment and registration processes.
  - b. Supporting rationale for the policy approach.

- c. Supporting information on how the regulator will determine the time frame for ascertaining when a document-issuing institution takes an unreasonable amount of time to respond to a document request.
- d. An estimated timeline for fully communicating the policy.
- e. Any other input that the regulator may wish to provide.

## 5. Fairness Commissioner Review and Approval

Section 4.3 the regulation sets out the process that the Fairness Commissioner must follow to review and approve an alternative documentation policy, as follows:

*(2) The Fairness Commissioner shall comply with the following procedures in approving a policy or plan or updated policy or plan:*

- 1. Upon a regulated profession submitting a policy or plan or updated policy or plan, the Fairness Commissioner shall review it and,
 
  - i. approve it,*
  - ii. require additional information from the regulated profession, or*
  - iii. respond to the regulated profession with an explanation of what changes are required for approval and a statement that approval is contingent on the required changes being made.**
- 2. In considering whether to approve a policy or plan or updated policy or plan, the Fairness Commissioner shall consider any input provided by the regulated profession.*

Upon receiving the regulator's submission package, the Fairness Commissioner will acknowledge receipt of the application and review the materials for completeness.

Where the Fairness Commissioner determines that further information is needed to complete a review of the policy, the Commissioner may require that the regulator provide this information by a stipulated time frame. The Fairness Commissioner may require that these submissions be provided in writing, through oral representations, or through both modalities.

As part of the review process, the Commissioner may also consider external information -- such as input from subject-matter experts, or applicants / organizations that represent

them. Should any evidence of this nature impact the Commissioner's decision, it will be shared with the regulator for review and comment to preserve procedural fairness.

Once the Fairness Commissioner is in possession of the information necessary to fully understand the policy, the Commissioner will either:

- Approve the policy and issue a written decision to this effect.
- Provide the regulator with a written explanation of the changes required for approval along with a timeline for revising the policy with those changes.

If proceeding with the second approach, the Commissioner may decide to give notice to the regulated profession of the proposed decision and provide the regulator with an opportunity to make written submissions with respect to the proposed decision.

If, however, the Fairness Commissioner determines that the issues in question have been fully canvassed on the record, the Commissioner may proceed directly to make the decision.

In that case, the Commissioner will provide the regulated profession with a written explanation of the changes required for approval, along with the proposed timeline for revising the policy. The Fairness Commissioner may specify that the regulator shall either:

1. implement the revised policy by a specific date, or
2. submit a copy of the revised policy to the Commissioner for final review, in which case the Commissioner will then identify a specific implementation date.

In situations where these discussions are ongoing, the regulated profession may voluntarily institute an interim alternative documentation policy until the issues have been resolved.

## **6. Implementing the Policy**

Upon receiving approval from the Fairness Commissioner, regulators should promptly publish the approved policy on their website to ensure that all stakeholders can access the document. This step is mandated by section 4.1 (2) of the regulation.

As part of its oversight role, the OFC may review how the policy has been implemented.

## **6.1 Updating the Policy**

Section 12.1 (4) of FARPACTA requires that, whenever there is a change in circumstances that may affect the alternative documentation policy, the regulated profession shall update it and submit the document to the Fairness Commissioner for review.

The OFC encourages regulated professions to continue to improve their policies with the benefit of experience. Based on this consideration, it is the OFC's view that a regulated profession would only need to re-submit a policy to the Fairness Commissioner for review where (1) the change in circumstances is material in nature or (2) the adjustment negatively impacts the rights of applicants when compared to the original approved version.

Regulators are encouraged to consult with the OFC when proposing updates to their policy, to determine whether the changes are material enough to warrant a formal submission for review and approval.

Where the Fairness Commissioner determines that the re-submission of the policy is necessary, the procedures outlined in sections 3 and 4 of this document would apply with necessary modifications.

## Appendix A: Flexible Template for an Alternative Documentation Policy

Description of Section in Policy and Reason For Inclusion	Sample Wording / Considerations
<p><i>For each component of the policy, this column identifies whether the specific element is mandated under either FARPACTA or its regulation or represents a best practice. In the former case, the relevant legal provision is cited.</i></p>	<p><i>Sample wording is provided to assist regulators in developing a policy that meets the legal requirements described below. For each component, the template offers sample wording for consideration along with additional guidance on other relevant factors to include. This wording should be adapted to fit the regulator's unique context.</i></p>
<p><b>A. Title (Best Practice):</b> Provide a title that reflects the intent of the legal obligation.</p>	<p><b>Sample wording:</b>  “Policy on Acceptable Alternatives to Qualification Documents”</p>
<p><b>B. Purpose and Objectives (Best Practice):</b>  Describe the need for the policy and make the connection to FARPACTA and the related regulatory requirements.</p>	<p><b>Sample wording:</b>  Qualified applicants may encounter circumstances beyond their control that prevent them from obtaining the documents normally required for registration.</p> <p>This policy establishes the framework for accepting alternatives, in accordance with the <i>Fair Access to Regulated Professions and Compulsory Trades Act, 2006 (FARPACTA)</i> and Ontario Regulation 261/22.</p> <p>The policy's objectives are to (a) promote the fair treatment of applicants who cannot obtain standard documentation; (b) provide transparent criteria and procedures for accepting alternative documentation; and (c) enhance objectivity in the assessment of qualifications.</p>

<p><b>C. Commitment to Accept Alternatives (Required):</b></p> <p>Section 12.1 (2) (a) of FARPACTA states that:  <i>The policy must,</i></p> <p style="padding-left: 40px;"><i>provide that the regulated profession will accept reasonable alternatives to the documentation that is normally required if the required documentation cannot be obtained for reasons beyond an applicant's control...</i></p>	<p><b>Sample wording:</b></p> <p>The &lt;Regulatory Body&gt; is committed to accepting alternative documentation or other evidence of qualifications in cases where applicants are unable to obtain the documents normally required due to circumstances beyond their control.</p> <p>For the purpose of this policy, applicant refers to... (specify whether the policy applies to applicants of all or some registration classes)</p>
<p><b>D. Circumstances for Accepting Alternatives (Required):</b></p> <p>Section 4.1 of the regulation states that:  <i>A regulated profession's policy referred to in subsection 12.1 (1) of the Act respecting alternatives to documentation must,</i></p> <p style="padding-left: 40px;"><i>(a) identify the types of alternatives that the regulated profession will accept under various situations, including wars, natural disasters and other situations when the document-issuing institution no longer exists, refuses to provide the documents without justifiable reasons, takes an</i></p>	<p><b>Considerations:</b></p> <p>When developing content for this section, the regulator should consider what constitutes an “unreasonable amount of time” for the document-issuing organization to provide the necessary materials.</p> <p>Regulators are responsible for interpreting “unreasonable amount of time” in their context. For the OFC’s views on this matter, please see section 3 of the <i>Legislative Obligations Guide</i>.</p> <p><b>Sample wording:</b></p> <p>The &lt;Regulatory Body&gt; will accept alternatives to standard documentation under the following circumstances, among others:</p> <ul style="list-style-type: none"> <li>• wars, natural disasters or other significant disruptions.</li> </ul>



<p><i>unreasonable amount of time to respond or when there could be harm to the applicant from seeking the required documents...</i></p>	<ul style="list-style-type: none"> <li>• instances when there could be harm to the applicant from seeking the required documents.</li> <li>• situations when the document-issuing institution no longer exists or refuses to provide the documents without justifiable reasons.</li> <li>• instances when the document-issuing institution takes an unreasonable amount of time to respond.</li> </ul> <p>Requests from applicants who cannot obtain the documentation normally required for other compelling reasons outside their control may be considered on a case-by-case basis, consistent with the beneficial intent of this policy.</p>
<p><b>E. Definition of Acceptable Alternatives – Documents (Required):</b></p> <p>Section 12.1 of FARPACTA states that the policy must:</p> <p><i>(b) describe what constitutes a reasonable alternative;</i></p>	<p><b>Considerations:</b></p> <p>Regulators are responsible for identifying the specific alternatives that are acceptable in their contexts. The OFC's analysis of existing alternative documentation policies shows that these alternatives would typically fall into the following categories:</p> <ul style="list-style-type: none"> <li>• Alternative evidence of academic studies.</li> <li>• Sworn statements or affidavits.</li> <li>• Professional references.</li> <li>• Confirmation of professional standing.</li> </ul> <p><b>Sample wording:</b></p> <p>Acceptable forms of alternative documentation include:</p> <ul style="list-style-type: none"> <li>• Alternative evidence of academic studies (e.g., certified / notarized copies provided by the applicant or copies of</li> </ul>

	<p>documents obtained from an associated institution, such as a regulator or examination body).</p> <ul style="list-style-type: none"> <li>• Sworn statements or affidavits (e.g., from the applicant in the presence of a notary or lawyer or an affidavit from a professor or colleague with personal knowledge of the applicant's academic credentials or qualifications).</li> <li>• Professional references (e.g., a letter of reference from former employer).</li> <li>• Confirmation of professional standing (e.g., copies of professional licenses or certificate, statement of professional standing from a regulator or a record available in public registry or a verification letter from relevant authorities).</li> </ul> <p>Other types of alternative documentation may be acceptable if they include sufficient information to allow the regulator to make a reasonable assessment of applicant qualifications in accordance with the regulation and the registration policies and procedures of the regulator.</p>
<p><b>F. Definition of Acceptable Alternatives that Are Not Documents (Required):</b></p> <p>Section 4.1 of the regulation states that the policy must:</p> <p><i>(b) provide that, whenever feasible, the regulated profession will accept alternatives, whether or not they are documents, that demonstrate an</i></p>	<p><b>Considerations:</b></p> <p>Whenever feasible, regulators are obliged to accept alternative evidence demonstrating an applicant's experience, knowledge and skills, regardless of whether such evidence is in traditional document form.</p> <p>Based on an OFC scan of existing practices in Ontario and elsewhere, non-documentary alternatives may include such modalities as:</p>

<p><i>applicant's experience, knowledge and skills;</i></p>	<ul style="list-style-type: none"> <li>• Interviews / hearings.</li> <li>• Background papers that reconstruct an applicant's education and professional registration (may be based in part on an interview).</li> <li>• Portfolios of work samples or project reports that showcase an applicant's competencies and professional achievements.</li> <li>• Practical assessments that directly evaluate skills and expertise.</li> </ul> <p><b>Sample wording:</b> Where feasible, the &lt;Regulatory Body&gt; commits to accept alternative evidence that demonstrates an applicant's experience, knowledge and skills, whether or not such evidence is provided through conventional documentation.</p> <p>Where alternative documentation is limited or insufficient to validate qualifications, the applicant may:</p> <ul style="list-style-type: none"> <li>• Request an interview or hearing with the regulator's Registration Committee.</li> <li>• Obtain a referral from the regulator to an alternative mechanism for assessing knowledge and skills (e.g., Prior Learning Assessment and Recognition pathway or portfolio assessment).</li> </ul>
<p><b>G. Translation Requirements (Required):</b></p> <p>Section 4.1 of the regulation states that the policy must:</p>	<p><b>Considerations:</b></p> <p>When developing wording for this provision, the regulator must specify any translation requirements, if any.</p>

<p><i>(c) clearly set out the regulated profession's requirements regarding the translation of alternative documentation, if any;</i></p>	<p>Given that translations can be expensive and take time to obtain, the OFC encourages regulators to accept translations from the applicant's home jurisdiction, embassies or consulates or from Immigration, Refugees and Citizenship Canada.</p> <p>In addition, regulators should avoid requesting translations of documents containing similar information (e.g., a transcript and degree certificate). If the regulator requires that a "qualified translator" be engaged, it should clearly define this term.</p> <p><b>Sample wording:</b> Where alternative documentation is not provided in English or French, and where the regulator considers a translation to be important, applicants shall submit a translation of key content related to the requirements or competencies to be demonstrated. Translations should ideally be conducted by a qualified translator, which may include translations obtained from embassies, consulates or recognized professionals in the applicant's home jurisdiction. However, the rigour of this requirement should be proportionate to the importance of the document.</p> <p>The &lt;Regulatory Body&gt; may also consider translations from other credible sources or waive the requirement altogether.</p>
<p><b>H. Submission and Assessment Process (Required):</b></p> <p>Section 4.1 of the regulation states that the policy must:</p>	<p><b>Considerations:</b> In describing procedures that applicants may use to request the acceptance of alternative documentation, regulators should include:</p>

<p><i>(e) set out how an applicant can make a request to submit alternatives and how the regulated profession will determine whether the applicant may submit such alternatives.</i></p>	<ul style="list-style-type: none"> <li>• The information that the applicant should provide in the request, including the rationale for the request, to whom it should be addressed, and the individual to contact for further information.</li> <li>• As a best practice, the regulator may wish to develop a form or template with clear instructions to facilitate a prompt review of the application.</li> <li>• The factors that the regulator will consider in issuing a decision, the roles of staff and / or committees in processing requests, and a list of potential outcomes.</li> </ul> <p><b>Sample wording:</b> Applicants are encouraged to discuss their individual circumstance with registration staff prior to submitting a formal request to consider alternative documentation.</p> <p>Applicants should submit a written request to &lt;Regulatory Body&gt; requesting consideration of alternative documentation or other evidence of qualifications. The request should explain why the applicant is unable to submit standard documentation, provide information on efforts made to obtain the required documentation, and identify / share any available alternative documentation. Requests should be addressed to: &lt;Position title or department and email address&gt;.</p>
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	<p>The &lt;Regulatory Body&gt; will consider the following factors, among others, when evaluating alternative documentation and other evidence of qualifications:</p> <ul style="list-style-type: none"> <li>• the applicant's explanation for why the normally required documentation cannot be secured,</li> <li>• the validity and reliability of the alternatives provided and</li> <li>• the candidate's overall stature and credibility as an applicant to the profession.</li> </ul> <p>The regulator should apply these considerations having regard to the criteria outlined in sections D and E of this document.</p> <p>The outcomes of this assessment could include full or partial acceptance of alternative documentation / materials, conditional acceptance of the alternatives pending submission of further information, or denial of the request.</p>
<p><b>I. Acknowledgement of Request and Processing Timelines (Required):</b></p> <p>Section 12.1 (2) of FARPACTA states that the policy must:</p> <p><i>(c) include the timelines within which the regulated profession will process such alternative documentation and inform the applicant of the next steps; and</i></p>	<p><b>Considerations:</b></p> <p>In this section, the regulator must provide the time limits within which it commits to process the alternative documentation request, including the mandatory 10-day time limit for acknowledging receipt of the application, as well as the next steps in the process.</p> <p>As best practices, the regulator should calculate its time standard from the date that it receives that applicant's completed application.</p> <p><b>Sample wording:</b></p>

<p>Section 4.1 of the regulation then indicates that the policy must:</p> <p><i>(d) provide that, within 10 business days after receiving an alternative document or related information, the regulated profession will give the applicant written acknowledgement that it has received the document or information and indicate whether further documents or information are required...</i></p>	<p>Upon receipt of an alternative documentation application, the &lt;Regulatory Body&gt; will provide a written acknowledgment to the applicant within ten business days of that date. The regulator will transmit the acknowledgement to the applicant by email, or other requested modality, and specify whether further documents or information are required.</p> <p>The next steps in the process, and the associated timelines for completing them are as follows .....</p>
<p><b>J. Review and Updates (Required):</b></p> <p>Section 12.1 of FARPACTA states that:</p> <p><i>(4) Whenever there is a change in circumstances that may affect the policy, the regulated profession shall update it and submit it to the Fairness Commissioner for review.</i></p>	<p><b>Considerations:</b></p> <p>The OFC encourages regulators to improve their policies based with the benefit of experience. As a best practice, the regulator should establish a review schedule for the policy.</p> <p>The regulator should consult with the OFC when considering updates to determine whether the changes are material enough to warrant a formal submission for review and approval.</p> <p>Where the Fairness Commissioner determines that the re-submission of the policy is necessary, the procedures outlined in sections 3 and 4 of this document would apply with necessary modifications.</p> <p><b>Sample wording:</b></p> <p>This policy is effective as of &lt;date&gt;.</p>

	<p>The &lt;Regulatory Body&gt; will conduct periodic reviews of this policy, and update as needed to help ensure its continued responsiveness to the needs of applicants. Monitoring measures could include:</p> <ul style="list-style-type: none"> <li>• Tracking policy uptake and processing timelines.</li> <li>• Soliciting feedback from applicants and staff.</li> <li>• Reviewing policies of regulators that are similarly situated.</li> </ul>
<p><b>K. Posting of the Policy (Required):</b></p> <p>Section 4.1 (2) of the regulation states that:</p> <p><i>A regulated profession shall post the policy referred to in subsection (1) online.</i></p>	<p><b>Considerations:</b></p> <p>Regulators must publish their policy on their official website or social media platforms. As a best practice, policies should provide a list of frequently asked questions as well a contact from whom further information can be obtained. Regulators may wish to supplement the information with additional plain language instructions or examples for applicants to consider when making an application.</p> <p><b>Sample wording:</b></p> <p>This policy will be publicly accessible and posted on the&lt;Regulator's name&gt;'s official website. It should also be available in alternative formats upon request.</p> <p>For questions or assistance regarding this policy, please contact: &lt;Contact Name&gt; &lt;Contact Title&gt; &lt;Contact Email&gt; &lt;Contact Phone Number&gt;”</p>



## Appendix B: Legal Provisions

Section 12.1 of FARPACTA requires that:

*(1) A regulated profession shall have a policy addressing what alternatives to the documentation of qualifications that is normally required will be acceptable.*

*(2) The policy must,*

- (a) provide that the regulated profession will accept reasonable alternatives to the documentation that is normally required if the required documentation cannot be obtained for reasons beyond an applicant's control;*
- (b) describe what constitutes a reasonable alternative;*
- (c) include the timelines within which the regulated profession will process such alternative documentation and inform the applicant of the next steps; and*
- (d) comply with any requirements set out in the regulations respecting the policy, including respecting how the policy must address the matters described in clauses (a) to (c).*

Section 4.1 of Ontario Regulation 261/22 made under FARPACTA elaborates on these requirements as follows:

*(1) A regulated profession's policy referred to in subsection 12.1 (1) of the Act respecting alternatives to documentation must,*

- (a) identify the types of alternatives that the regulated profession will accept under various situations, including wars, natural disasters and other situations when the document-issuing institution no longer exists, refuses to provide the documents without justifiable reasons, takes an unreasonable amount of time to respond or when there could be harm to the applicant from seeking the required documents;*
- (b) provide that, whenever feasible, the regulated profession will accept alternatives, whether or not they are documents, that demonstrate an applicant's experience, knowledge and skills;*
- (c) clearly set out the regulated profession's requirements regarding the translation of alternative documentation, if any;*

*(d) provide that, within 10 business days after receiving an alternative document or related information, the regulated profession will give the applicant written acknowledgement that it has received the document or information and indicate whether further documents or information are required; and*

*(e) set out how an applicant can make a request to submit alternatives and how the regulated profession will determine whether the applicant may submit such alternatives.*

Sections 12.1 of FARPACTA outlines the regulator's obligation to submit the policy or updated policy to the Fairness Commissioner for a review, input and approval:

*(3) A regulated profession shall submit the policy to the Fairness Commissioner for review.*

*(4) Whenever there is a change in circumstances that may affect the policy, the regulated profession shall update it and submit it to the Fairness Commissioner for review.*

*(5) Before implementing a policy or updated policy, a regulated profession shall,*

*(a) respond to any input from the Fairness Commissioner regarding the policy or updated policy; and*

*(b) if the regulations so provide, obtain the Fairness Commissioner's approval of the policy or updated policy or implement the changes to the policy or updated policy required by the Fairness Commissioner.*

Section 4.3 (3) of Ontario Regulation 261/22 mandates that a regulated profession's initial policy must be submitted to the Fairness Commissioner for approval within six months following either:

- The date the regulatory amendments come into force, or
- The date the profession is first listed under Schedule 1 of the Act.

For regulators already under the oversight of the Office of the Fairness Commissioner (OFC), this means a submission deadline of January 1, 2026.

Section 4.3 of the regulation elaborates on the process for the Fairness Commissioner to approve the policies that regulators submit:

*(2) The Fairness Commissioner shall comply with the following procedures in approving a policy or plan or updated policy or plan:*

*1. Upon a regulated profession submitting a policy or plan or updated policy or plan, the Fairness Commissioner shall review it and,*

*i. approve it,*

*ii. require additional information from the regulated profession, or*

*iii. respond to the regulated profession with an explanation of what changes are required for approval and a statement that approval is contingent on the required changes being made.*

*2. In considering whether to approve a policy or plan or updated policy or plan, the Fairness Commissioner shall consider any input provided by the regulated profession.*

# Guidelines to Prepare and Submit a Parallel Processing Plan



**FAIRNESS** COMMISSIONER

COMMISSAIRE À L'ÉQUITÉ

**OFFICE OF THE FAIRNESS COMMISSIONER**  
**BUREAU DU COMMISSAIRE À L'ÉQUITÉ**

An agency of the Government of Ontario  
Un organisme du gouvernement de l'Ontario

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Publication Date: June 1, 2025

Version Number: Version 1.0

Responsible Area: Policy and Program Unit, Office of the Fairness Commissioner

Questions about this plan or requests for alternate formats can be sent to the Office of the Fairness Commissioner by email at [ofc@ontario.ca](mailto:ofc@ontario.ca)

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# 1. Background and Purpose

On October 28, 2024, the *Working for Workers Five Act, 2024*, received Royal Assent. Among other things, the legislation introduced new provisions to the *Fair Access to Regulated Professions and Compulsory Trades Act, 2006* (FARPACTA) and Ontario Regulation 261/22 (the regulation) that impose a legal obligation on regulated professions (regulators) to develop parallel processing plans that must be approved by the Fairness Commissioner.<sup>1</sup>

The purpose of these guidelines is to provide information and advice to regulated professions on the process of preparing and submitting a parallel processing plan, as required by section 12.2 of FARPACTA and sections 4.2 and 4.3 of the regulation.

These guidelines should be read in conjunction with the relevant sections of the Office of the Fairness Commissioner's (OFC's) [Legislated Obligations and Fair Registration Best Practices Guide for Regulated Professions and Compulsory Trades \(Legislated Obligations Guide\)](#). Please review the content of Legal Obligation 11, which interprets key terms and identifies best practices respecting parallel processing plans.

These guidelines are intended to provide general information and advice to regulated professions and should not be considered legal advice. These guidelines do not replace or amend the FARPACTA or its regulation.

Please note that these guidelines do not cover every situation and do not affect the OFC's advice-giving or enforcement discretion in any way. If you need assistance understanding your legal rights or obligations, you may wish to seek legal advice. These guidelines are subject to change.

Finally, these guidelines will not bind the Fairness Commissioner in his decision-making capacity or his order-making authority under the Act.

Appendix A provides a flexible template to assist regulators in developing a parallel processing plan that canvasses the various the legal requirements.

Appendix B provides the full text of the relevant provisions under FARPACTA and the regulation.

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<sup>1</sup> This obligation applies to "regulated professions" as defined in section 5 and Schedule 1 of FARPACTA and not to the regulated health colleges referenced in the Regulated Health Professions Act, 1991.

## 2. The Broader Context of Parallel Processing Plans

In a public policy milieu, the term plan typically identifies a desired future state, and the actions that an organization must take to bring about the necessary change. In the FARPACTA context, a parallel processing plan may be thought of as the product of a process through which regulators:

- Assess their current registration practices.
- Analyze opportunities to allow applicants to move through multiple processes concurrently and to otherwise streamline the registration process.
- Identify and document the registration steps that can be completed concurrently.
- Consider the actions required to implement the new approach, including any steps related to consultation, policy development / amendment, and formal approval by Committee and / or Council.
- Communicate to applicants, in a clear and effective way, any options for concurrent processing and all the considerations necessary for informed decision-making.
- Set appropriate goals, measure the results, and adjust the approach as necessary.

A well-conceived parallel processing plan will reflect a regulator's understanding of the typical delays that applicants experience, the information that they require to make informed decisions, and the relevant change management considerations, including any implications for third parties responsible for assessing applicant qualifications.

Many applicants, particularly those who are internationally trained, experience lengthy delays in their assessment and registration journeys. Parallel processing plans are designed to streamline these practices and to provide applicants with a greater say in how to move through the various stages in a more efficient fashion.

For example, a regulator might allow an applicant to move to the next step in the registration process while waiting for the arrival of original academic transcripts. Alternatively, a regulator could use a transitional license to allow the individual to practice under supervision while fulfilling outstanding registration requirements.

Additional examples of parallel processing, and fair registration best practices, are provided in the OFC's *Legislated Obligations and Best Practices Guide: Regulated Professions and Compulsory Trades (Legislated Obligations Guide)*.



### 3. Before Submitting Plans to the Fairness Commissioner for Review and Approval

The OFC encourages all regulated professions to develop a draft of their plan expeditiously, and to consult with the OFC prior to submitting the final document to the Fairness Commissioner by the January 1, 2026, formal submission deadline. This approach will both provide early insights to regulators and facilitate what could otherwise become a more time-consuming approval process.

Analyzing key sources of delay and opportunities for streamlining current registration processes are important to set the context and build a rationale for parallel processing plans. While not required by the Act or regulation, undertaking such an analysis will help to build a rationale for the parallel processing plan that the regulator ultimately develops.

#### 3.1 Planning

##### ***Familiarization with FARPACTA and regulatory requirements***

Before putting pen to paper, it is important for regulators to understand the new legal obligations and to consider the contents of this guide. With such knowledge, regulators can better assess the scope and complexity of the work, and plan accordingly. The OFC would, therefore, recommend that regulated professions:

- Review the specific provisions in FARPACTA relating to preparing and submitting a parallel processing plan, and the relevant section of the OFC's *Legislated Obligations Guide*. That guide includes a range of concrete examples of parallel processing ideas.
- Read through this document and the parallel processing plan template found in Appendix A.
- Consult with their legal counsel to ensure that the proposed plan incorporates the new legal obligations.
- Engage with their OFC Compliance Analyst to obtain relevant information and advice from our office, and feedback, on early drafts of the plan.

These steps will help to ensure that the components of your plan meet the necessary legal requirements and increase the likelihood that the Fairness Commissioner will approve the submission.

## ***Work planning***

Regulators should plan their work in such a way to provide the necessary lead time to meet the plan submission deadline of January 1, 2026.

The OFC will schedule an informal meeting with each FARPACTA regulator in Summer 2025, to clarify expectations, answer questions, and establish a mutually convenient target date for sharing a first draft of the parallel processing plan for OFC review and feedback.

The OFC strongly encourages regulators to submit a draft plan for feedback in the Fall of 2025, in advance of the formal submission deadline of January 1, 2026. This step will help facilitate timely review and approval of the plan by the Fairness Commissioner.

Regulators will also need to build in time to engage their governing council and legal counsel before the formal plan is submitted to the Fairness Commissioner.

## **3.2 Analyzing Delays and Opportunities**

Regulators may find it helpful to follow the steps below when analyzing key sources of delay in their assessment and registration processes, and opportunities for parallel / concurrent processing (these terms are used interchangeably throughout this document).

### **3.2.1. Mapping Current Processes**

A regulator may wish to apply the following methodology to map its current registration processes:

- *Document Registration Steps*: Identify major steps in the registration process, including academic evaluation, examinations, work experience, and interim and final licensing decisions.
- *Assess Process Dependencies*: Highlight steps in the process that must currently be undertaken sequentially and analyze the feasibility of moving to parallel / concurrent processing. Bring a risk-informed lens to this analysis and consider concurrent processing where feasible.
- *Use data*: Leverage available data on average and maximum time to complete each step in the registration process to help identify bottlenecks.

- *Quantify delays* and seek to *understand reasons* for bottlenecks in each registration step.

In the sample process mapping grid below, regulators can:

- Populate data for key registration steps based on historical records.
- Highlight steps with significant delays or bottlenecks.
- Indicate the feasibility of introducing parallel processing for these steps.

### Process Mapping Grid

Major Step	Party Responsible	Average Time (Days)	Max. Time (Days)	Primary Cause of Delay	Potential for Parallel Processing (Y/N and comments)
<b>Academic:</b> Validation and assessment of academic qualifications	<i>e.g., Third Party/ Regulator</i>	<i>X</i>	<i>Y</i>	<i>e.g., educational institution in home country of applicant causes delays in remitting original documents.</i>	
<b>Examinations:</b> Scheduling and grading	<i>e.g., Regulator/ Third Party</i>	<i>X</i>	<i>Y</i>	<i>e.g., Infrequent scheduling of exams; applicant delay in taking exam; courses assigned based on exam results.</i>	
<b>Work Experience:</b> Verification and assessment	<i>e.g., Regulator</i>	<i>X</i>	<i>Y</i>	<i>e.g., Delays in obtaining clarifications from employers and / or proof of experience from home jurisdictions; remnants of Canadian experience requirements.</i>	
<b>Final Decision:</b>	<i>e.g., Regulator</i>	<i>X</i>	<i>Y</i>	<i>e.g., Coordinating,</i>	

Registrar / registration committee decisions; Communicating registration outcomes				<i>collating information - process delays.</i>	
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### 3.2.2 Applying a Risk-Informed Lens to Identify Opportunities

Developing a parallel processing plan requires that regulators bring a risk-informed lens to the analysis of current processes and opportunities for parallel processing. For example, consider the following questions:

- If your organization currently requires steps to be taken in a particular sequence, what is the rationale? How compelling is that rationale in the current context?
- Would there be a credible risk to public health or safety or the public interest if concurrent processing were permitted for certain steps in the registration process? What is the evidentiary basis for this risk and is it empirical or anecdotal?
- Where there are residual risks, are there opportunities for mitigation? What conditions must be met for an applicant to have the option of concurrent processing? What information would applicants need to receive to make an informed choice to proceed sequentially or concurrently?

You may find it helpful to use typical matrix to assess risk, as shown below.

**Risk Assessment Matrix**

<b>Risk Factor</b>	<b>Likelihood</b>	<b>Impact</b>	<b>Proposed Mitigation Strategy</b>
e.g., higher risk of exam failure if academic equivalency is not yet demonstrated	X	Y	<i>e.g., To access parallel processing, applicant must submit alternative documentation of academics while awaiting original transcripts; regulator to provide evidence-based information on higher risk of exam failure.</i>
e.g., applicant misunderstanding	X	Y	<i>e.g., Enhanced communication materials on number of allowable exam attempts, frequency of exam offerings, success rates and cost of exams.</i>

### 3.2.3 Assessing Opportunities

As part of their analysis, regulated professions will also need to assess opportunities for parallel processing, based on identifying delays through process mapping and understanding risks involved. To do so, regulators may consider the following:

- *Explore Concurrent Processing Options:* Identify stages where processes can overlap, such as simultaneous academic evaluation and exam preparation.
- *Consider Alternative Pathways:* Investigate options like provisional licences, limited licenses, or using digital tools for preliminary credential verification.
- *Benchmark Best Practices:* Study examples from other professions to identify adaptable strategies.
- Use *cost-benefit analysis* to identify the most promising opportunities for parallel processing or other approaches to address delays. For each opportunity, consider any increase or decrease in cost to applicants and / or regulator, to include potential administrative cost savings.

#### Opportunities Assessment Matrix

Opportunity	Potential Time Savings (Days)	Cost Implication (\$)	Ease of Implementation
	X	\$Y	Z
	X	\$Y	Z

### 3.3 Consultation and Change Management

Effective change management is essential to prepare viable parallel processing plans. Regulators should engage stakeholders, including applicants, staff, and third parties (TPs), early in the process, to help identify potential opportunities and challenges.

While not a legal requirement, the OFC recommends developing a consultation and change management strategy and providing mechanisms for stakeholder feedback to monitor the impact of changes and address concerns promptly.

This stage of the planning process involves a consideration of several important topics, which are summarized below.

**i. Consultation:**

- a) Is consultation desirable?
- b) If so, who will be consulted and how?
- c) Are there implications for the new legal requirement to enact agreements with third parties?

**ii. Downstream implications:**

- a) How will the regulator ensure that its TP(s) is / are prepared to help implement its parallel processing plan?
- b) Will the plan necessitate the development of new policies and / or by-laws?  
Would there be a need to amend the enabling statute or regulation?
- c) Has sufficient time been allocated to complete these processes?

**iii. Capacity for change:**

- a) What are the time estimates for designing and operationalizing the plan?
- b) What additional resources, if any, would be needed to carry out these changes effectively?
- c) How will staff and / or committee members be trained up on the new approach?
- d) What supporting data extraction tools and / or methodology would be needed to support the creation of the plan and to measure its efficacy?
- e) Is there a process to identify and understand any unintended consequences or implementation impacts?
- f) What is your organization's change readiness, adaptability, and commitment to change to streamline processes and ease registration delays?

**iv. Communication of change:**

- a) How will the change(s) be communicated to applicants and other interested stakeholders?
- b) What is your proposed communication strategy, including details on advance communication, clarification of effective dates and building capacity to respond in a timely way to applicant questions?

### 3.4 Establishing a Monitoring and Evaluation Approach

While not a legally required component of a parallel processing plan, monitoring and evaluation form a crucial component of any change management initiative. Developing a monitoring and evaluation approach would require, at a minimum:

- *Defining Metrics:* Establish measurements to assess the impact of parallel processing, such as reduced registration times and applicant satisfaction ratings.
- *Monitoring Implementation:* Track progress and identify areas potentially requiring refinement post-implementation.

From a more granular perspective, the regulator should consider:

- Defining metrics that align with its broader organizational goals.
- Identifying baseline values that measure the existing landscape before instituting the parallel processing plan. One such measurement could be average time to register internationally trained applicants from the point of first contact with the regulator or its third party.
- Establishing a target value, which the organization would hope to achieve by implementing parallel processing, along with related reforms. An example might involve a percentage reduction in average time to register internationally trained applicants, or a target of one year to register a qualified applicant (for more information, see section 4.2 of the *Legislated Obligations Guide*).
- Regularly tracking and updating progress against targets. Evaluation reports could include the current value and analyze how close it is to the target.

Regulators may wish to adapt the table below to organize your thinking on metrics, targets, monitoring and evaluation. Such a framework would help to generate data-driven insights on the impact of parallel processing.

**Monitoring and Evaluation / Impact Assessment Framework**

<b>Metric</b>	<b>Baseline Value</b>	<b>Target Value</b>	<b>Current Value</b>	<b>Progress</b>
<i>e.g., Average Time to Registration (Days)</i>	X	Y	Z	<i>e.g., Change in average time to registration</i>
<i>e.g., Satisfaction Score on Applicant Experience Survey (Scale: 1–5)</i>	X	Y	Z	<i>e.g., Change in applicant satisfaction score</i>

## 4. Drafting a Plan that Meets Legal Requirements

Regulators are invited to use the following checklist, combined with the template provided in Appendix A, to work through the specific legal obligations contained in the Act and its regulation. By applying this checklist, regulators will help to ensure that their plans comply with the law.

Please note that the OFC can also assist regulators in this process by:

- Offering opportunities for informal consultation on specific ideas.
- Discussing identified delays and barriers along with opportunities for improvement.
- Reviewing early drafts of plans to provide insights into the approval process and whether the Fairness Commissioner is likely to endorse specific components of the parallel processing plan.
- Providing advice on developing a transition or roll-out plan for implementing the plan once it has been reviewed.

The required components of a parallel processing plan are set out quite succinctly in the Act and regulation. Each of these elements, therefore, must be addressed in a regulator's parallel processing plan.

The Fairness Commissioner will specifically review whether the aforementioned requirements are contained in the plan and whether the components of the plan are reasonable in the circumstances. This will be the central focus of the review exercise.

In submitting their plans, the OFC also encourages regulators to offer the necessary contextual information, and a rationale for framing the key components of the plan in a particular fashion.

While providing contextual information about the plan is not mandated under law, this material would be helpful to demonstrate the reasonableness of the plan and also reduce, or eliminate, requests for further information. The regulator could choose to place these comments in the plan, itself, or in an accompanying short submission to the commissioner.

### **Checklist for Translating the Legal Obligations Contained**

#### **FARPACTA and its Regulation into the Parallel Processing Plan**

Nature of Legal Obligation	Addressed in Plan Yes / No
----------------------------	----------------------------------



<p><i>FARPACTA, section 12.2:</i></p> <p><i>(1) A regulated profession shall have a plan addressing how it will enable multiple registration processes to take place concurrently.</i></p> <p><i>(2) The plan must,</i></p> <p><i>(a) permit applicants who experience a delay in one part of the registration process to proceed with other parts of the registration process wherever possible;</i></p> <p><i>Required:</i> The plan must describe how the regulated profession will enable its registration processes to take place concurrently, where feasible, including where there are delays:</p> <p><i>Best practice (optional):</i> To establish a context, the plan could describe sources of delay that the regulator has identified in the registration process and outline opportunities to address these barriers by allowing multiple registration steps to take place at the same time.</p>	
<p><i>Regulation, section 4.2:</i></p> <p><i>A regulated profession's plan referred to in subsection 12.2 (1) of the Act respecting concurrent registration processes must include</i></p> <p><i>a) steps that set out how the regulated profession will enable registration processes to take place concurrently, where feasible, including when there are delays;</i></p> <p><i>b) information about the circumstances in which the regulated profession will allow an applicant to choose whether to have different parts of their registration processes occur sequentially or concurrently;</i></p> <p><i>Required:</i> <u>How</u> the regulated profession will allow multiple registration steps to take place and the same time, where feasible, including where there are delays, and <u>when</u> it will allow an applicant to choose sequential or concurrent processing.</p> <p>The plan must also specify the circumstances in which the regulated profession will allow an applicant to choose whether to pursue different parts of their registration processes sequentially or concurrently.</p> <p><i>Best practice (optional):</i> The regulator may wish to include implementation steps with associated timelines.</p>	

<p>Regulation, section 4.2:</p> <p><i>A regulated profession's plan referred to in subsection 12.2 (1) of the Act respecting concurrent registration processes must include:</i></p> <p><i>c) information about how the regulated profession will ensure that an applicant has reasonably sufficient information to allow the applicant to make an informed choice under clause (b), including information about the cost of examinations, tests and assessments and the number of permissible attempts on examinations, tests and assessments.</i></p> <p><i>Required:</i> How a regulated profession will ensure that it provides an applicant with reasonably sufficient information to allow the applicant to make an informed choice under clause (b) above including information about the cost of examinations, tests and assessments and the number of permissible attempts on examinations, tests and assessments.</p> <p><i>Best practice (optional):</i> To support confidence that information will reach applicants, the plan could include a communications plan with milestones and timelines for making information available to applicants.</p>	
--	--

Should the regulator wish to provide contextual information on the process for developing its plan, it may also want to highlight the following elements of its approach:

- *A genuine and bone fide attempt:* Has the organization considered opportunities for parallel processing in good faith?
- *Evidence-informed approach:* Has the organization taken an evidence-informed approach to analyzing sources of delay / barriers in the registration process, including an analysis of data trends, applicant feedback, and stakeholder input?
- *Strength and sustainability of implementation plan:* Has the organization considered the reasonableness of the time frames identified to implement the discrete components of a parallel processing plan. Has it earmarked the resources necessary to successfully implement the plan, including staff training? Does the implementation plan take a client-centered approach to change management?
- *Evaluation plan:* Has the organization identified an assessment methodology to evaluate the success of the parallel processing plan and to make program corrections / enhancements as necessary?

The provision of such information may also help the regulator to persuade its governing council of the analytical rigour and feasibility of the plan.

## **5. Sharing a Draft Plan with the OFC for Comment**

If you have not already done so, please submit a draft plan and raise any questions or issues for OFC's consideration and input. The OFC recommends sending these materials in Fall 2025, to allow time for discussion and incorporation of feedback, prior to the formal submission deadline of January 1, 2026.

Seeking feedback on a draft plan will help to ensure that the components of the parallel processing plan meet the necessary legal requirements, and to facilitate a timely review and approval process upon formal submission to the Fairness Commissioner.

## **6. Submitting the Plan for Review and Approval**

Once the regulator finalizes its plan, it must prepare the document for submission to the Fairness Commissioner for review and approval, according to the guidelines identified below. Regulators are encouraged to complete this preparation well in advance of the January 1, 2026, deadline.

### **6.1 Submission Guidelines**

Regulators should submit their plan electronically to their Compliance Analyst no later than January 1, 2026. The submission package should include the following components:

1. A formal written request from the responsible official in the organization requesting that the Fairness Commissioner approve the regulated profession's parallel processing plan.
2. An electronic copy of the parallel processing plan, to facilitate review / provision of comments by the Fairness Commissioner.
3. At the discretion of the regulator, any other information that would assist the Fairness Commissioner in his review exercise, such as:
  - a. An analysis / rationale for proposed changes.
  - b. A process map showing how the registration process is currently sequenced, and how that will change under the plan.

- c. Context regarding the plan development process (e.g., details of any consultation).
- d. Any other input that the regulator may wish to provide to supplement the required elements of a parallel processing plan.

If the regulator chooses to provide such supplementary information, the size of the submission should not exceed 10 pages.

## 7. Fairness Commissioner Review and Approval

Section 4.3 of the regulation sets out the process for approving the plans submitted by regulators:

*(2) The Fairness Commissioner shall comply with the following procedures in approving a policy or plan or updated policy or plan:*

*1. Upon a regulated profession submitting a policy or plan or updated policy or plan, the Fairness Commissioner shall review it and,*

*i. approve it,*

*ii. require additional information from the regulated profession, or*

*iii. respond to the regulated profession with an explanation of what changes are required for approval and a statement that approval is contingent on the required changes being made.*

*In considering whether to approve a policy or plan or updated policy or plan, the Fairness Commissioner shall consider any input provided by the regulated profession.*

Upon receiving the regulator's submission package, the Fairness Commissioner will acknowledge receipt of the application and review the materials for completeness.

Where the Fairness Commissioner determines that further information is needed to complete a review of the plan, the Commissioner may require that the regulator provide this information by a stipulated time frame. The Fairness Commissioner may require that these submissions be provided in writing, through oral representations, or through both modalities.

As part of the review process, the Commissioner may also consider external information -- such as input from subject-matter experts, or applicants / organizations that represent them. Should any evidence of this nature impact the Commissioner's decision, it will be shared with the regulator for review and comment to preserve procedural fairness.

Once the Fairness Commissioner is in possession of the information necessary to fully understand the plan, the Commissioner will either:

- Approve the plan and issue a written decision to this effect.
- Provide the regulator with a written explanation of the changes required for approval along with a timeline for revising the plan with those changes.

If proceeding with the second approach, the Commissioner may decide to give notice to the regulated profession of the proposed decision and provide the regulator with an opportunity to make written submissions with respect to the proposed decision.

If, however, the Fairness Commissioner determines that the issues in question have been fully canvassed on the record, the Commissioner may proceed directly to make the decision.

In that case, the Commissioner will provide the regulated profession with a written explanation of the changes required for approval, along with the proposed timeline for revising the plan. The Commissioner may specify that the regulator shall either:

1. implement the revised plan by a specific date, or
2. submit a copy of the revised plan to the Commissioner for final review, in which case the Commissioner will then identify a specific implementation date.

In situations where these discussions are ongoing, the OFC encourages the regulated profession to implement some or all the proposed parallel processing plan until the issues have been resolved.

## **8. Regulator Actions Post Approval**

Upon receiving approval from the Fairness Commissioner, regulators should promptly begin implementation. Depending on the scope of the changes, the OFC may request periodic meetings to discuss progress, as well as any potential issues as part of its compliance mandate.

### **8.1 Updating the Plan**

Section 12.2 (4) of FARPACTA requires that, whenever there is a change in

circumstances that may affect the parallel processing plan, the regulated profession shall update it and submit it to the Fairness Commissioner for review.

The OFC encourages regulated professions to continue to improve their parallel processing approaches with the benefit of experience. Based on this consideration, it is the OFC's view that a regulated profession would only need to re-submit a plan to the Fairness Commissioner for review where (1) the change in circumstances is material in nature or (2) the adjustment negatively impacts the rights of applicants when compared to the original approved version.

Regulators are encouraged to consult with the OFC when proposing updates to their plan, to determine whether the changes are material enough to warrant a formal submission for review and approval.

Where the Fairness Commissioner determines that the re-submission of the plan is necessary, the procedures outlined in sections 3 and 4 of these guidelines, would apply with necessary modifications.

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## Appendix A: Flexible Template for Parallel Processing Plans

Regulators may adapt the following template to draft their parallel processing plans or choose another format that addresses legal requirements and policy considerations.

### Section I: Statutory Requirement

Section 12.2 of FARPACTA reads as follows:

*(1) A regulated profession shall have a plan addressing how it will enable multiple registration processes to take place concurrently.*

*(2) The plan must permit applicants who experience a delay in one part of the registration process to proceed with other parts of the registration process wherever possible;*

#### **Guidelines:**

- **Required:** *In this section, describe how the plan will enable multiple registration processes to take place concurrently and how it will permit applicants who experience a delay in one part of the registration process to proceed with other parts of the process.*
- **Best practice:** *Add relevant context on your registration process. Summarize key sources of delay, provide a rationale for proposed changes, and describe their intended impact on applicants.*
- **Key term - Delay:** *The OFC interprets this term to mean an interruption or extended timeframe to complete a specific step in the registration process due to factors beyond the applicant's control. For example, waiting for academic transcripts from international educational institutions beyond a predefined period (e.g., 60 business days). Such a delay might apply to an individual applicant or a broader cohort (e.g. from a specific source country).*

*[Insert content here]*

### Section II: Supporting Data and Consultation [Best Practice / Recommended]

**Guidelines:** *In this section, consider describing any data and stakeholder consultation that informs the plan.*

- *Include baseline data for the average and maximum time to complete registration steps affected by the plan.*
- *Discuss who has been consulted to date and any further consultation planned prior to implementing parallel processing changes.*

*[Insert content here]*

### Section III: Regulatory Requirements for Concurrent Processing

Sections 4.2 of the Ontario Regulation 261/22 made under FARPACTA states that a parallel processing plan must include:

- (a) steps that set out how the regulated profession will enable registration processes to take place concurrently, where feasible, including when there are delays;*
- (b) information about the circumstances in which the regulated profession will allow an applicant to choose whether to have different parts of their registration processes occur sequentially or concurrently;*

#### **Guidelines:**

- Required: *The regulator must indicate how it will meet these legal obligations. Please describe how your organization will enable multiple registration processes to take place concurrently and specify the circumstances in which applicants may avail themselves of this choice.*

*[Insert content here]*

### Implementation Plan [Best Practice / Recommended]

#### **Guidelines:**

- *Using the chart below, consider describing the steps that you will take to implement parallel processing.*

Milestones	Target Date for Completion

### Section IV: Regulatory Requirements for Communication to Applicants

Section 4.2 of Ontario Regulation 261/22 made under FARPACTA states that a parallel processing plan must include:

- c) information about how the regulated profession will ensure that an applicant has reasonably sufficient information to allow the applicant to make an informed choice under clause (b), including information about the cost of examinations, tests and assessments and the number of permissible attempts on examinations, tests and assessments.*



**Guidelines:**

- Describe the information that an applicant would need to make an informed choice, and how / when you will communicate that information to applicants.
- **Key term – Reasonably sufficient information:** The OFC interprets this term to mean information that is comprehensive, clear, and actionable, allowing applicants to assess the benefits and risks of choosing to advance through registration steps concurrently versus sequentially. This information must include documentation of examination fees and other costs and the number of permissible attempts on examinations, tests, and assessments. As a best practice, the regulator could add transparent timelines for each step in the process, and descriptions of the sequential and concurrent options available.

[Insert content here]

**Communication Plan [Best Practice / Recommended]****Guidelines:**

- In the chart below, consider identifying key communication milestones and timeframes. Include development of applicant communication products, and steps that will be taken to communicate the parallel processing changes to internal and external stakeholders, including any training for assessors and decision makers.

Milestones	Target Date for Completion

**Section V: Monitoring, Evaluation and Updates [Best Practice / Recommended]**

**Guidelines:** As part of a comprehensive plan, regulators are encouraged to think through and share performance measurement indicators, data collection, and evaluation methodology to study the impact of implementing parallel processing plans. Some examples could include:

- Tools to assess the impact and outcomes (such as average time taken for completion of applications from internationally trained applicants before and after changes, applicant complaints on delays before and after changes).
- A process to periodically update the plan, incorporate feedback, align with best practices, and respond to changes in the regulatory landscape.

[Insert content here]

## Appendix B: Key Legislative and Regulatory Provisions

Section 12.2 of FARPACTA requires that regulated professions develop a parallel processing plan as follows:

- (1) A regulated profession shall have a plan addressing how it will enable multiple registration processes to take place concurrently.*
- (2) The plan must,*
  - a) permit applicants who experience a delay in one part of the registration process to proceed with other parts of the registration process wherever possible; and*
  - b) comply with any requirements set out in the regulations respecting the plan, including respecting how the plan must address the matter described in clause (a).*
- (3) A regulated profession shall submit the plan to the Fairness Commissioner for review.*
- (4) Whenever there is a change in circumstances that may affect the plan, the regulated profession shall update it and submit it to the Fairness Commissioner for review.*
- (5) Before implementing a plan or updated plan, a regulated profession shall,*
  - (a) respond to any input from the Fairness Commissioner regarding the plan or updated plan; and*
  - (b) if the regulations so provide, obtain the Fairness Commissioner's approval of the plan or updated plan or implement the changes to the plan or updated plan required by the Fairness Commissioner.*
- (6) The Fairness Commissioner shall comply with any regulations prescribing the process for approving a plan or updated plan.*

Several companion provisions are set out in section 4.2 of the regulation in this fashion:

*A regulated profession's plan referred to in subsection 12.2 (1) of the Act respecting concurrent registration processes must include,*

- (a) steps that set out how the regulated profession will enable registration processes to take place concurrently, where feasible, including when there are delays;*

- (b) information about the circumstances in which the regulated profession will allow an applicant to choose whether to have different parts of their registration processes occur sequentially or concurrently; and*
- (c) information about how the regulated profession will ensure that an applicant has reasonably sufficient information to allow the applicant to make an informed choice under clause (b), including information about the cost of examinations, tests and assessments and the number of permissible attempts on examinations, tests and assessments.*

Section 4.3 then goes on to discuss the role of the Fairness Commissioner in approving the parallel processing plan. It reads as follows:

*(1) For the purposes of clauses 12.1 (5) (b) and 12.2 (5) (b) of the Act, approval of the Fairness Commissioner must be obtained in respect of a policy or plan or updated policy or plan referred to in sections 12.1 and 12.2 of the Act.*

*(2) The Fairness Commissioner shall comply with the following procedures in approving a policy or plan or updated policy or plan:*

*1. Upon a regulated profession submitting a policy or plan or updated policy or plan, the Fairness Commissioner shall review it and,*

*i. approve it,*

*ii. require additional information from the regulated profession, or*

*iii. respond to the regulated profession with an explanation of what changes are required for approval and a statement that approval is contingent on the required changes being made.*

*2. In considering whether to approve a policy or plan or updated policy or plan, the Fairness Commissioner shall consider any input provided by the regulated profession.*

*(3) A regulated profession's first policy and plan under sections 4.1 and 4.2 shall be submitted to the Fairness Commissioner for approval no later than six months after the day section 2 of Ontario Regulation 479/24 comes into force [i.e., by January 1, 2026] or after the day a regulated profession is first named under Schedule 1 of the Act.*

# Memorandum

**To: Council**

William (Ted) Wilson	Loloa Alkasawat
Donald Ardiel	J. William Birdsell
Jim Butticci	Kimberly Fawcett-Smith
Natasha Krickhan	Jenny Lafrance
Michelle Longlade	Lara McKendrick
Elaine Mintz	Deo Paquette
Anna Richter	Kristiana Schuhmann
Susan Spiegel	Settimo Vilardi
Edward (Ted) Watson	Thomas Yeung
Marek Zawadzki	

FOR COUNCIL MEETING  
June 19, 2025  
(open)  
ITEM: 6.4.a

**From:** Lara McKendrick, Senior Vice President and Treasurer

**Date:** June 3, 2025

**Subject:** Unaudited Financial Statements for the Six Months Ended May 31, 2025

**Objective:** To provide Council with financial statements and related information regarding Quarter 2 of FY-2025

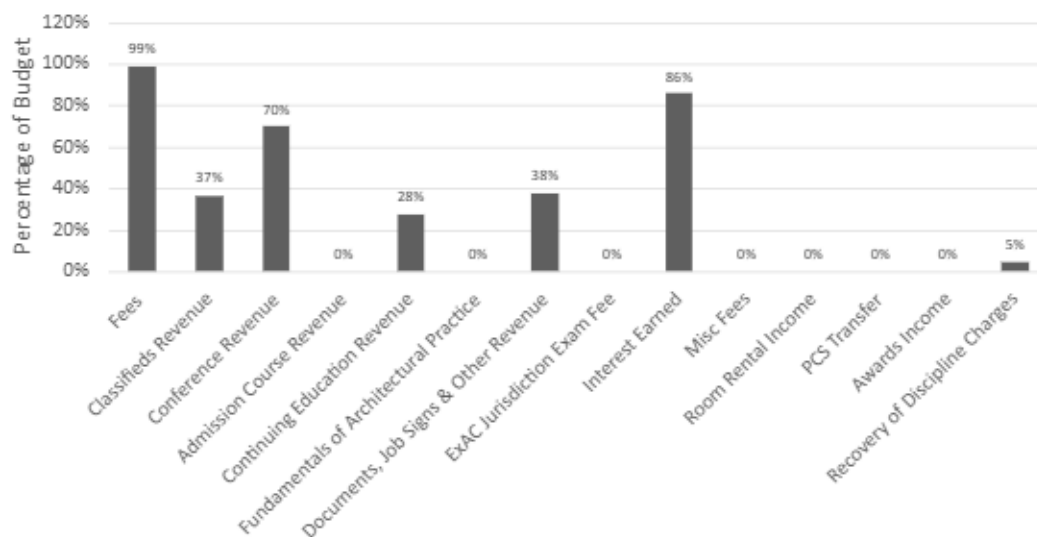
As appendices, this memo includes the following financial statements for your information:

1. Balance Sheet;
2. Statement of Cash Flows;
3. Statement of Revenue and Expenses (comparing 2025 expenditures to 2024, and showing 2025 approved budget figures by category);
4. Contingency Approved vs Spent (tracking approved expenditures to be charged to Council Policy Development Contingency and available balance for the year);
5. Committee Statement expenses (shows 2025 committee budget versus actual spending) with format updated to current committee structure; and
6. Statement of Members' Equity (current restricted and unrestricted reserve amounts).

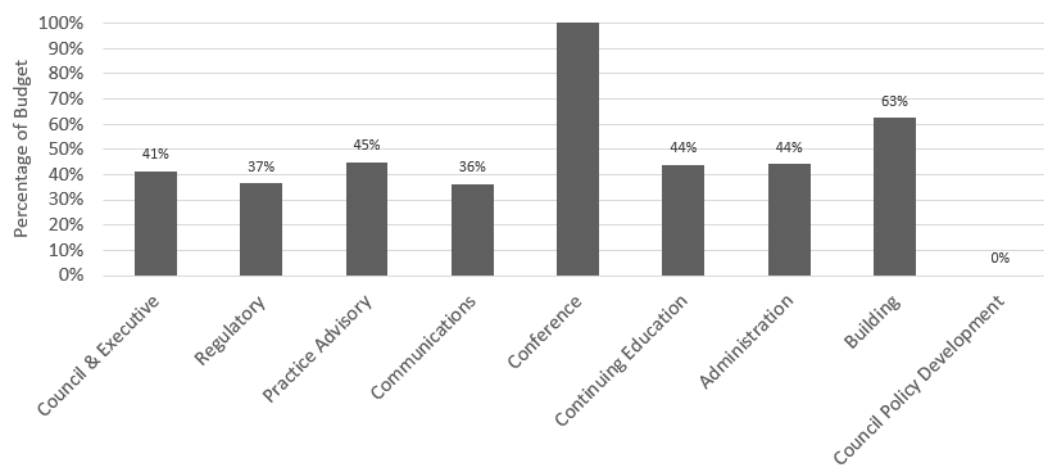
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## Financial Snapshot – Year-to-date Overview

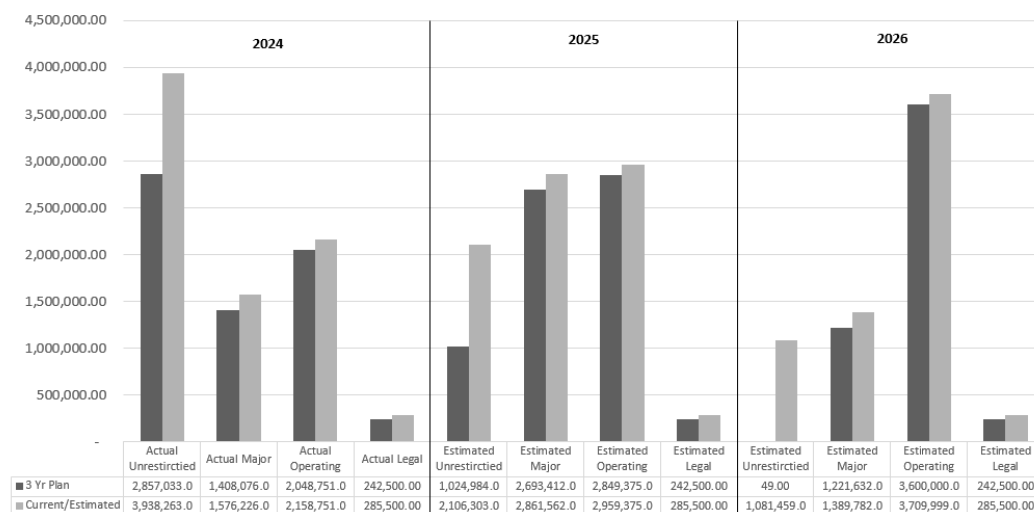
Revenue  
Actual vs Budget



Expense  
Actual vs Budget



## 3 Year Reserve Plan



### Policy Contingency

The total 2025 allocation for the Council's Policy Contingency is **\$136,791**.

As of May 31, 2025, Council has not yet approved any new initiatives to be drawn from the Policy Contingency this year.

Therefore, the remaining amount in Policy Contingency is **\$136,791**.

### Additional Items of Note

As of May 31, 2025, here are additional items of which Council should be aware.

#### Reserves

As reported in May, in accordance with the Three-Year Reserve Plan, the 2025 allocation of **\$1,285,336** to the Major Capital Reserve Fund and **\$800,624** to the Operating Reserve Fund was transferred in Q1 and is reflected on the Balance Sheet and Reserves tracker. The chart included in this memo has been edited for clarity.

In Q2 an amount of \$86,449.22 was transferred from Major Capital Reserve Fund to the Building Committee expense line. This amount is for initial budgeted payments for the Landscape Project.

#### Revenue

Fees received to date are **\$7,802,263**. This figure represents 99% of the budgeted annual fees revenue.

Items showing 0% revenue such as 'Admission Course Revenue', 'Fundamentals of Running an Architectural Practice' (FRAP) course, and 'ExAC jurisdiction fees,' are items for which registration and payments occur later in the fiscal year.

Interest Earned is tracking above expectations, due to the decision in March 2025 to move the GIC investments into the Premium Interest Account (PIA) to yield higher

returns. As of the end of Q2 the Interest Earned is sitting at \$314,841, of a yearly budget of \$367,105.

### Expenses

Expenses are currently tracking in line, or slightly below the approved budget, with the exception of Conference 2025, as previously reported to Council in May. Invoices and expenses from last month's Conference are still being processed, but preliminary figures indicate a projected deficit of approximately \$285,000.

Many committee expenses typically track lower at the end of Q2 because expenses that rely on reporting by committee members typically lag through the year. This year is no exception. As usual, committee budgets will be reviewed in detail at the F&A committee meeting in August. Also, committee budgets for 2026 will be set with a view towards anticipated work, particularly with respect to committees for which special projects or events in 2024 and 2025 may be considered complete.

While a shortfall in the Conference 2025 budget is anticipated, depending on the organization's overall year-end financial position, this may not have a negative impact on the overall operating expenses. This item will be further reported on once all accounts are settled.

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### **Action**

None. For information only.

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### **Attachments**

Financial statements for six months ended May 31, 2025



# ONTARIO ASSOCIATION OF ARCHITECTS

## Balance Sheet

Six Months Ended May 31, 2025

	2025		2024	
ASSETS				
CURRENT				
Petty Cash	500		500	
Cash-CIBC	236,574		367,516	
Cash-Premier Investment Account (PIA)	13,569,569	13,806,642	429,037	797,053
Term Deposits - General	0	0	11,438,717	11,438,717
Accounts Receivable	-526,709		-509,179	
Long Term Member Accounts Receivable	7,873		8,034	
NSF Cheques	4,176		2,040	
Accrued Interest	0		153,808	
HST - Input Tax Credits	35,167		27,515	
HST Receivable	0	(481,021)	0	(319,284)
Prepaid Expenses	87,700		45,000	
Prepaid Miscellaneous	301		150	
Inventory	9,789	97,789	11,044	56,195
Total Current		13,423,411		11,972,682
LONG TERM				
Land	470,000		470,000	
Furniture & Equipment	498,855		594,197	
Computer Equipment	1,846,588		1,678,451	
Website Development	381,165		536,082	
Building - 111 Moatfield Drive	10,939,466		10,939,466	
Building Additions	2,692,241		2,662,244	
Total Property & Equipment		16,828,315		16,880,440
Accumulated Depreciation - Furniture & Equipment	-290,724		-346,917	
Accumulated Depreciation - Computer	-949,050		-976,776	
Accumulated Depreciation - Website Development	-316,830		-470,604	
Accumulated Depreciation - Building	-2,771,112		-2,497,503	
Accumulated Depreciation - Building Additions	-1,848,301		-1,692,300	
Total Accumulated Depreciation		(6,176,017)		(5,984,100)
Net Fixed Assets		10,652,298		10,896,340
Investment in Pro-Demnity	55,846,966	55,846,966	48,137,966	48,137,966
Total Assets		79,922,674		71,006,988
LIABILITIES				
CURRENT				
Accounts Payable	-165,045		0	
Refund Clearing	9,571		7,676	
CExAC Payable	460,902		1,632,589	
CExAC Operating Fund	144,218		-1,240,230	
RBC-LTD Clearing	-1,678		-8,493	
Stale Dated Refund	214		214	
HST Payable	48,810		39,519	
		496,992		431,275
Deferred Revenue - Fees	629,708		575,779	
Deferred Revenue - ConEd	0		16,234	
		629,708		592,013
Mortgage Payable - Current	96,915	96,915	96,915	96,915
Total Current		1,223,615		1,120,203
LONG TERM				
Mortgage Payable - Long Term	3,715,071		3,908,900	
Total Long Term Liabilities		3,715,071		3,908,900
Total Liabilities		4,938,686		5,029,103
EQUITY				
Members' Equity	64,696,095		56,830,696	
Major Capital Reserve Fund (Internally Restricted)	2,775,113		2,583,872	
Operating Reserve Fund (Internally Restricted)	2,959,375		2,158,751	
Legal Reserve Fund (Internally Restricted)	285,500		285,500	
Surplus/(Deficit)	4,270,897		4,119,066	
Members Equity Closing		74,986,980		65,977,885
Total Liabilities & Equity		79,925,665		71,006,988



# ONTARIO ASSOCIATION OF ARCHITECTS

## Statement of Cash Flows

Six Months Ended May 31, 2025

### Operating Activities:

Excess (deficiency) of revenue over expenses	4,270,897
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### Add items not involving cash:

Amortization of property and equipment	423,972
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Loss on Disposal of property and equipment	
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Income from investment in Pro-Demnity Insurance Company	0
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### Net change in non-cash working capital items:

Accounts receivable	1,143,521
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Inventories	2,821
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Prepaid expenses	37,606
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Accounts payable and accrued liabilities	(437,050)
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Deferred revenue	(138,840)
------------------	-----------

Major Capital Reserve Fund (Internally Restricted)	1,198,887
--	-----------

Operating Reserve Fund (Internally Restricted)	800,624
--	---------

Legal Reserve Fund (Internally Restricted)	0
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<b>Cash flows from operating activities</b>	<b>7,302,439</b>
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### Financing Activities:

Mortgage Payable - Current	(96,915)
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<b>Cash flows from financing activities</b>	<b>(96,915)</b>
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### Investing activities:

Short-term deposits	4,438,717
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Purchase of property and equipment	(170,519)
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<b>Cash flows from investing activities</b>	<b>4,268,198</b>
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<b>Net increase/(decrease) in cash during the year</b>	<b>11,473,722</b>
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Cash, beginning of year	2,332,920
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<b>Cash, end of period</b>	<b>13,806,642</b>
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Statement of Revenue and Expenses  
Six Months Ended May 31, 2025

	2024			2025			2025			BUDGET PROJECTION		BUDGET VARIANCE		
	Detail	Total	%	Detail	Total	%	Detail	Total	%	Detail	Total	%	Detail	Total
REVENUE														
Fees	7,376,827		90.4%	7,802,263		89.1%	7,879,844.48		83.3%	7,879,844.48		84.5%	0	
Classifieds Revenue	8,750		0.1%	9,325		0.1%	25,500.00		0.3%	25,500.00		0.3%	0	
Conference Revenue	568,264		7.0%	568,693		6.5%	814,462.50		8.6%	600,000.00		6.4%	214,463	
Continuing Education:														
Admission Course Revenue	0		0.0%	0		0.0%	10,000.00		0.1%	10,000.00		0.1%	0	
Continuing Education Revenue	124,998		1.5%	37,940		0.4%	136,500.00		1.4%	136,500.00		1.5%	0	
Fundamentals of Architectural Practice	0			0		0.0%	9,000.00		0.1%	9,000.00		0.1%	0	
Documents, Job Signs & Other Revenue	12,193		0.1%	19,707		0.2%	52,000.00		0.5%	52,000.00		0.6%	0	
Licensed Technologist Exam	0		0.0%	4,000		0.0%	0.00		0.0%	0.00		0.0%	0	
ExAC Jurisdiction Exam Fee	0		0.0%	0		0.0%	128,242.80		1.4%	128,242.80		1.4%	0	
Interest Earned	60,858		0.7%	314,841		3.6%	367,104.93		3.9%	450,000.00		4.8%	-82,895	
Misc Fees	0		0.0%	0		0.0%	0.00		0.0%	0.00		0.0%	0	
Room Rental Income	0			0		0.0%	10,000.00		0.1%	10,000.00		0.1%	0	
Pro-Deminity:	0			0			3,500.00		0.0%	3,500.00		0.0%	0	
PCS Transfer	0		0.0%	0		0.0%	0.00		0.0%	0.00		0.0%	0	
Awards Income	8,700			10		0.0%	0.00		0.0%	0.00		0.0%	0	
Recovery of Discipline Charges	1,500		0.0%	1,125		0.0%	24,000.00		0.3%	24,000.00		0.3%	0	
Total Revenue		8,162,089	100.0%		8,757,904	100.0%		9,460,155	100.0%		9,328,587	100.0%		131,567
EXPENDITURES														
Council & Executive														
AGM (Annual General Meeting)	745	620,204	15.3%	1,297	516,712	11.5%	10,000.00	1,252,171	13.2%	10,000.00	1,252,171	13.2%	0	0
Committees & Task Groups:	0			0			0.00			0.00			0	
Governance and HR Committee	4,168			550			35,000.00			35,000.00			0	
Finance and Audit Committee	0			0			0.00			0.00			0	
Construction Design Alliance Ontario (CDAO)	1,575			0			7,000.00			7,000.00			0	
Joint OAA/Arido Task Group	0			0			0.00			0.00			0	
Miscellaneous Committee Expense	3,192			1,796			4,000.00			4,000.00			0	
OAA/OCOA Best Practices Committee	0			0			0.00			0.00			0	
Policy Advisory Coordination Team (PACT)	125			389			37,640.00			37,640.00			0	
Sustainable Built Environment Committee	67			0			0.00			0.00			0	
Council & Executive	111,980			134,366			301,847.40			301,847.40			0	
Legal:	0			0			0.00			0.00			0	
Legal General	14,478			23,592			25,000.00			25,000.00			0	
Liaison With Gov't & Other Organizations	20			0			2,000.00			2,000.00			0	
National:	0			0			0.00			0.00			0	
Canadian Architectural Certification Board (CACB)	32,834			30,413			70,700.00			70,700.00			0	
ROAC Meetings	7,552			7,001			94,833.60			94,833.60			0	
International Relations Committee	0			0			0.00			0.00			0	
RAIC Conference	7,080			0			12,950.00			12,950.00			0	
Tri-National Agreement	0			0			0.00			0.00			0	
OAAAS	0			0			0.00			0.00			0	
Integration Committee OAA Technology Program	0			0			0.00			0.00			0	
Salaries & Benefits Council & Exec	436,390	652,672	16.1%	317,308	664,515	14.8%	651,199.51	1,820,107	19.2%	651,199.51	1,820,107	19.2%	0	0
Regulatory:														
Committees:														
Complaints Committee	16,373			19,299			86,716.63			86,716.63			0	
Discipline Committee	11,208			3,263			52,450.00			52,450.00			0	
Experience Requirements	3,658			2,647			44,760.67			44,760.67			0	
Fees Mediation Committee	0			0			0.00			0.00			0	
Registration Committee	5,513			1,400			120,400.00			120,400.00			0	
The Interns' Committee	75			0			0.00			0.00			0	
Exam for Licensed Technologist	0			1,600			0.00			0.00			0	
Exam for Architects in Canada (ExAC) Jurisdiction Administration	89,418			115,081			156,150.00			156,150.00			0	
Legal:	0			0			0.00			0.00			0	
Legal -Reg Amendments	1,536			3,545			50,000.00			50,000.00			0	
Act Enforcement	29,670			23,378			60,000.00			60,000.00			0	
Appeals	0			700			20,000.00			20,000.00			0	
Discipline Hearings	8,916			6,422			60,000.00			60,000.00			0	
Fees Mediation	0			0			0.00			0.00			0	
General	16,492			-2,534			30,000.00			30,000.00			0	
Registration Hearings	0			602			120,000.00			120,000.00			0	
Salaries & Benefits - Registrar	469,814			489,113			1,019,629.84			1,019,629.84			0	
Practice Advisory:		373,577	9.2%		385,244	8.6%		856,576	9.1%		856,576	9.0%		0
Legal Practice	22,060			-2,427			49,500.00			49,500.00			0	
Committees:	0			0			0.00			0.00			0	
Engineers, Architects, Building Officials (EABO)	0			0			0.00			0.00			0	
Practice Resource Committee	2,028			1,429			19,955.30			19,955.30			0	
Salaries & Benefits - PA	349,488			386,242			787,121.02			787,121.02			0	
Communications:		527,449	13.0%		406,833	9.1%		1,125,129	11.9%		1,125,129	11.9%		446,204
Committees:														
Communications and Public Education Committee	2,232			1,353			13,455.00			13,455.00			0	
Internal Public Outreach Program	0			0			30,700.00			30,700.00			0	
Content Creation/Publications	38,385			8,793			17,000.00			17,000.00			0	
Cyber Security Insurance	7,745			7,745			9,292.50			9,292.50			7,708	
French Translation Costs	0			0			10,000.00			10,000.00			-708	
Honors & Awards	15,201			13,998			67,753.00			67,753.00			-57,753	
Public Outreach & Education	0			3,000			0.00			0.00			67,753	
Architectural Awareness Funds	43,119			40,243			87,000.00			87,000.00			-29,000	
Scholarships and Awards (Trust Fund)	57,582			59,500			58,000.00			58,000.00			-58,000	
Societies:	0			0			0.00			0.00			0	
Society Liaison Travel	0			973			10,000.00			10,000.00			55,000	
Society Funding	59,640			62,860			65,000.00			65,000.00			86,000	
Special Program Funding	81,337			86,100			151,000.00			151,000.00			-134,830	
Society Chairs Meeting - Conference	0			144			16,169.78			16,169.78			-16,170	
Tradeshows and Ongoing Outreach Activities	7,500			17			0.00			0.00			25,000	
University Funding	0			0			25,000.00			25,000.00			13,555	
Web Maintenance/Hosting	11,030			16,057			38,554.67			38,554.67			487,650	
Salaries & Benefits - Communications	203,677			106,052			526,204.17			526,204.17			0	
Conference:		527,539	13.0%		959,086	21.4%		1,053,350	11.1%		1,053,350	11.1%		0
Conference	423,507			701,803			834,827.16			834,827.16			0	
Salaries & Benefits - Conference	104,032			257,283			218,523.33			218,523.33			0	
Continuing Education:		195,952	4.8%		201,730	4.5%		460,675	4.9%		460,675	4.9%		0
Continuing Education Advisory Committee	0			0			0.00			0.00			0	
Continuing Education:	0			0			0.00			0.00			0	
Admission Course	3,795			1,350			27,000.00			27,000.00			0	
Continuing Education	12,085			18,394			35,000.00			35,000.00			0	
Fundamentals of Architectural Practice	0			0			25,000.00			25,000.00			0	
Salaries & Benefits - ConEd	180,071			181,986			373,674.89			373,674.89			0	
Practice Consultation Service:		0	0.0%		0	0.0%		0	0.0%		0	0.0%		0
Salaries & Benefits - PCS	0			0			0.00			0.00			0	
Administration:		646,863	16.0%		650,609	14.5%		1,462,189	15.5%		1,475,689	15.6%		-13,500
HR Administration	44,337			32,424			91,065.21			91,065.21			0	
Audit Fees	17,777			3,007			46,100.00			46,100.00			0	
Bank Charges:	0			0			0.00			0.00			0	
Bank Charges	1,785			1,965			3,000.00			3,000.00			0	
Fees Processing Charges (Formerly Credit Card)	12,169			7,263			15,000.00			15,000.00			0	
Visa Service Charges	0			0			500.00			500.00			0	
Computer Operations	113,234			81,495			270,999.00			284,499.00			-13,500	
Documents, Job Signs & Other	8,739			9,849			22,000.00			22,000.00			0	
General Expenses	1,314			-2,961			8,000.00			8,000.00			0	
Insurance:	0			0			0.00			0.00			0	
AD&D	2,950			615			1,358.70			1,358.70			0	
Errors & Omissions	10,000			11,442			13,854.75			13,854.75			0	
Directors & Officers	37,020			37,020			38,433.15			38,433.15			0	
Mailing Costs:	0			0			0.00			0.00			0	
Postage & Delivery	9,280			6,784			21,300.40			21,300.40			0	
Member Mailings	0			0			4,792.59			4,792.59			0	
Printing & Office Supplies	8,71													

Statement of Revenue and Expenses  
Six Months Ended May 31, 2025

	2024			2025										
	ACTUAL-YTD			ACTUAL-YTD			ANNUAL BUDGET			BUDGET PROJECTION			BUDGET VARIANCE	
	Detail	Total	%	Detail	Total	%	Detail	Total	%	Detail	Total	%	Detail	Total
Prior Years' Development:	0			0			0.00			0.00			0	
Presidents Wall	0			0			0.00			0.00			0	
Sponsorship Request - Sustainable Community	0			0			0.00			0.00			0	
Sponsorship Request - Winter Stations	0			0			0.00			0.00			0	
Altus Group - economic impact of architecture	0			0			0.00			0.00			0	
Third Honourable Mention - Landscape Award	0			0			0.00			0.00			0	
Landscape Client Representative	0			0			0.00			0.00			0	
TEUI/OpenBuilding.ca	0			0			0.00			0.00			0	
Depreciation		402,417	10.0%		423,972	9.4%		847,943	9.0%		847,943	9.0%		0
Computer	135,395			160,866			321,727.90			321,727.90			0	
Building	136,624			136,746			273,486.64			273,486.64			0	
Building Additions	66,521			88,746			177,497.87			177,497.87			0	
Furniture & Equipment	26,003			23,574			47,151.44			47,151.44			0	
Web	37,875			14,040			28,078.67			28,078.67			0	
Reserves		0	0.0%		0	0.0%				0.00				
Legal Reserve										0				
Major Capital										0				
Operating Reserve										0				
Expenditures before Extraordinary & YE Items		4,156,863			4,487,007			9,460,155			9,473,655			432,704
Surplus(+)/Deficit(-) Before Extraordinary & YE Items		4,005,226			4,270,897			-1			-145,068			-301,137
Extraordinary & Year End Items		-113,840	-2.8%		0	0.0%		0	0.0%		0	0.0%		0
AATO Court Order Costs		-113,840			0									0
Total Expenditures		4,043,023			4,487,007			9,460,155			9,473,655			432,704
TOTAL REVENUE		8,162,089			8,757,904			9,460,155			9,328,587			131,567
TOTAL EXPENDITURES		4,043,023	100.0%		4,487,007	100.0%		9,460,155	100.0%		9,473,655	100.0%		432,704
SURPLUS(+)/DEFICIT(-)		4,119,066			4,270,897			0			-145,068			-301,137

				2024				Comments	
		BALANCE	APPROVED	ACTUAL-YTD			ANNUAL BUDGET		
				Detail	Total	%	Detail		Total
Council Policy Development:		136,791	0		0			136,791	
	Council Policy Development Contingency				0		136,791		
1	Presidents Wall		0		0				
2	Landscape Client Representative		0		0				
3			0		0				
4			0		0				
5			0		0				
6			0		0				
7			0		0				

**ONTARIO ASSOCIATION OF ARCHITECTS**  
**Committee Statement**  
**Six Months Ended May 31, 2025**

	2025		
	BUDGET	BUD PROJECTION	ACTUAL
<b>Standing Committees</b>	<b>106,050</b>	<b>106,050</b>	<b>2,368</b>
Governance and HR Committee	35,000	35,000	550
Finance and Audit Committee	0	0	0
Communications & Public Education Committee (CPEC)	13,455	13,455	0
Practice Resource Committee (PRC)	19,955	19,955	1,429
Policy Advisory Coordination Team (PACT)	37,640	37,640	389
<b>Statutory Committees</b>	<b>606,175</b>	<b>606,175</b>	<b>160,975</b>
Council and Executive Committee	301,847	301,847	134,366
Discipline Committee	52,450	52,450	3,263
Complaints Committee	86,717	86,717	19,299
Experience Requirements Committee	44,761	44,761	2,647
Registration Committee	120,400	120,400	1,400
Fees Mediation Committee	0	0	0
Practice Review Committee (Mandate Fulfilled by PRC see above)	n/a	n/a	n/a
<b>Discretionary Committees</b>	<b>147,000</b>	<b>147,000</b>	<b>83,244</b>
Building Committee	147,000	147,000	83,244
Interns Committee	0	0	0
<b>Operational (Staff-led) Committees</b>	<b>0</b>	<b>0</b>	<b>0</b>
Continuing Education Advisory Committee	0	0	0
	<b>859,225</b>	<b>859,225</b>	<b>246,587</b>

## ONTARIO ASSOCIATION OF ARCHITECTS

### Statement of Members Equity

Six Months Ended May 31, 2025

#### Members Equity Year to Date (YTD)

Total Members Equity	
Less: Current YTD Surplus from P&L	
Less: Allocated Reserves (Restricted)	
Legal Reserve	285,500
Major Capital Reserve	2,775,113
Operating Reserve	2,959,375
Less: Pro-Demnity Insurance	
Less: Property & Equipment	
YTD Unrestricted Members Equity Available for Allocation	
Remaining Unrestricted Members Equity 2025 YE	

Detail	Total
	74,986,980
	4,270,897
	6,019,988
	55,846,966
	6,840,312
	2,008,817
	2,008,817

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 Finance & Audit 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**

William (Ted) Wilson	Loloa Alkasawat
Donald Ardiel	J. William Birdsell
Jim Butticci	Kimberly Fawcett-Smith
Natasha Krickhan	Jenny Lafrance
Michelle Longlade	Lara McKendrick
Elaine Mintz	Deo Paquette
Anna Richter	Kristiana Schuhmann
Susan Spiegel	Settimo Vilardi
Edward (Ted) Watson	Thomas Yeung
Marek Zawadzki	

FOR COUNCIL MEETING  
June 19, 2025  
(open)  
ITEM: 6.5.a

**From:** Communications and Public Education Committee (CPEC)

Susan Spiegel, Chair	
Mariella Amodio	Pearl Chan
Kurtis Chen	Jon Hobbs
Carl Knipfel	Elaine Mintz
Brigitte Ng	

**Date:** June 6, 2025

**Subject:** General Updates

**Objective:** To provide an update on CPEC initiatives since the May Council meeting.

The Communications & Public Education Committee (CPEC) provides oversight and advice for consideration by Council and OAA staff on public education and outreach activities in direct response to the secondary objects of the Association as set out in the *Architects Act*:

*To establish and maintain or to assist in the establishment and maintenance of classes, schools, exhibitions, or lectures in, and to promote public appreciation of, architecture and the allied arts and sciences.*

More specifically, the Committee focuses its efforts to advance the public's understanding and recognition that architecture is integral to the quality of life and well-being of society as experienced through a sustainable, resilient, and durable built environment.

## Conflict of Interest for Awards Policies

The Committee met virtually on June 6. The Committee reviewed key OAA programs and initiatives to identify gaps and make recommendations for improvement, starting with the OAA Conflict of Interest Policies for Awards. While the Committee did not take issue with any of the content itself, they did recommend that the language be simplified in order to

avoid confusion or accidental breach of the policies due to lack of clarity. They also suggested that the facilitator must be sure to ask for declarations of conflict at the outset of the review process. Further, adopting an anonymous or “blind” review of submissions as was done in the recent Landscape Design Competition, may reduce the potential for conflicts or other biases.

### **Key Performance Indicators**

As per the CPEC Terms of Reference, Committee members review current OAA public education and outreach activities, offer direction on outreach strategies to educate the public about architecture, and provide input and direction to develop mechanisms to assess these strategies.

At their June 6 meeting, the Committee reviewed statistics gathered across the OAA’s public outreach efforts and identified opportunities to expand reach with key audiences identified in the OAA Public Outreach Plan. The current metrics can be viewed in the attached infographic, along with the main takeaways and recommendations from the discussion captured in the attached table.

### **Chatterhigh Renewal**

In the context of reviewing key programs, the Committee reviewed the OAA’s participation on the Chatterhigh platform. Chatterhigh is an online career planning tool aimed at secondary school students to help them determine their interests and aptitudes, eventually helping them to determine fit across various career paths. The OAA began providing relevant content to Chatterhigh about the architecture profession in 2024 to boost awareness of the profession among high school students across the province. A representative from Chatterhigh joined the meeting to provide a summary of the last year and answer any questions.

The Committee determined that the current content needs revision to better capture the imaginations of young people looking to join the industry. OAA staff will work with the committee to develop more engaging and broad content in time for the start of the new school year in September.

### **OAA Honour Roll**

The Committee determined that the current “permanent” Honour Roll formats (a book in the OAA Headquarters and a list of names on the OAA website) do not adequately reflect the spirit of this important distinction. Recommendations for improvement included the addition of imagery of notable buildings or projects. More visibility is also required to explain what the nomination process entails.

OAA Staff will explore ways to improve the visibility of the Honour Roll on an ongoing basis and will report back to the Committee.



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**Action**

None. For information only.

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**Attachments**

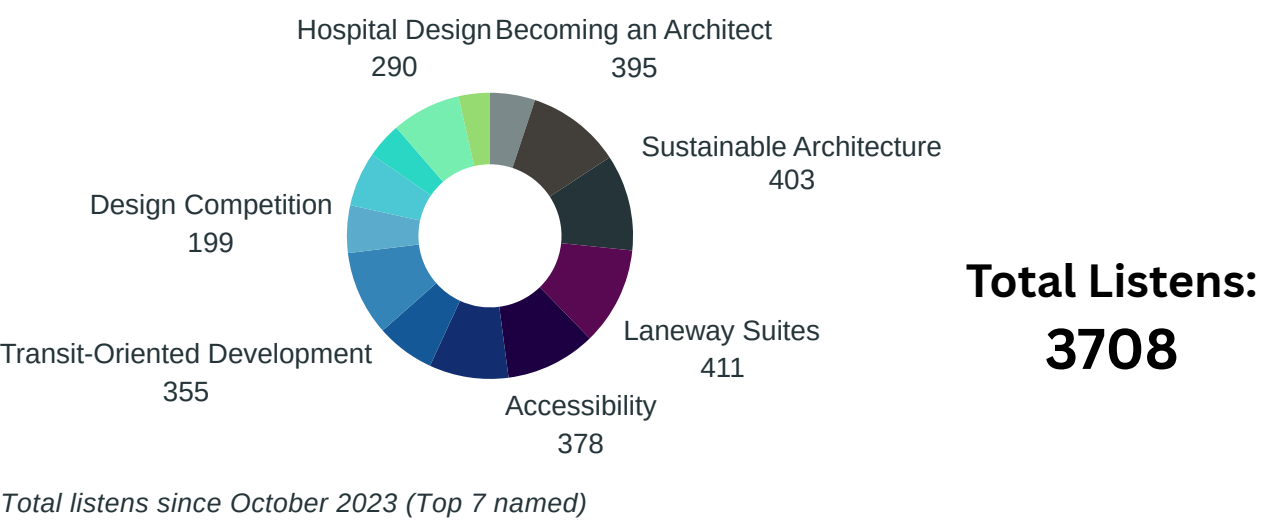
Public Outreach Stats.pdf

Public Education and Outreach KPIs.docx

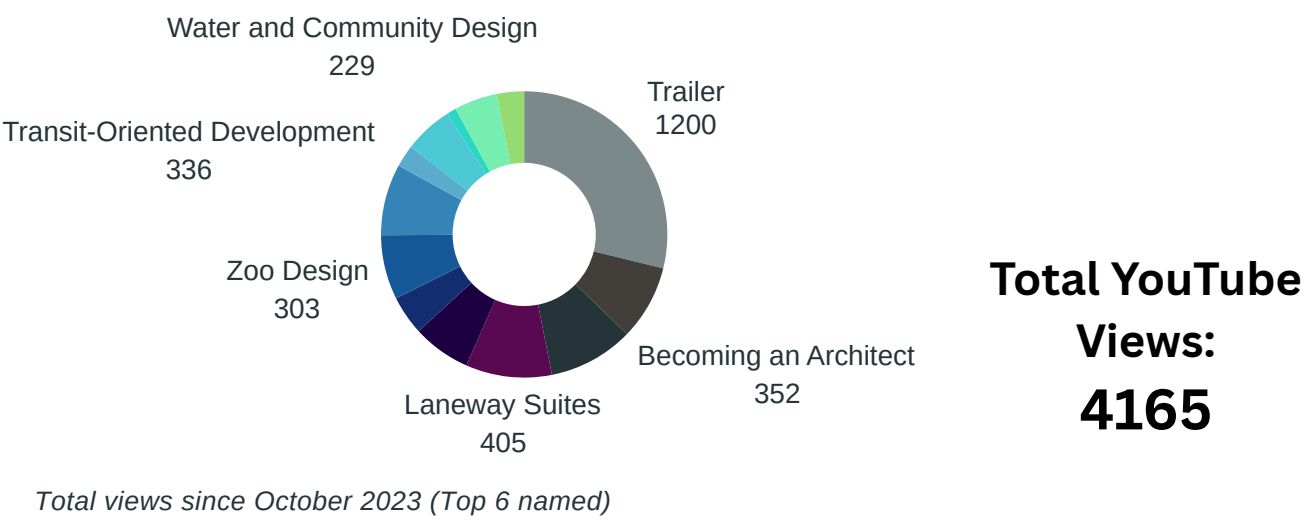
# Public Outreach Stats

## General Public

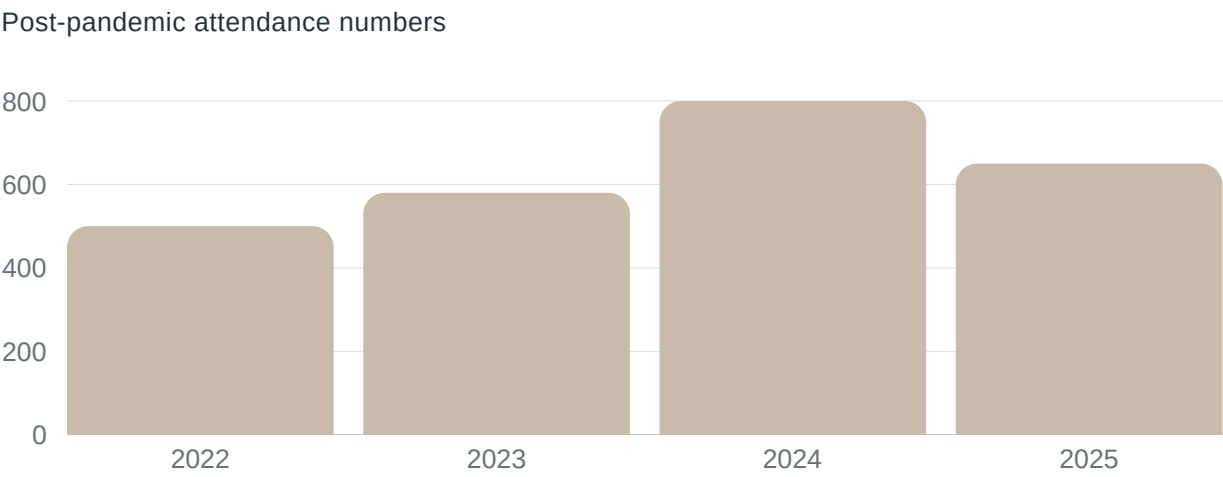
### Podcast - Listens



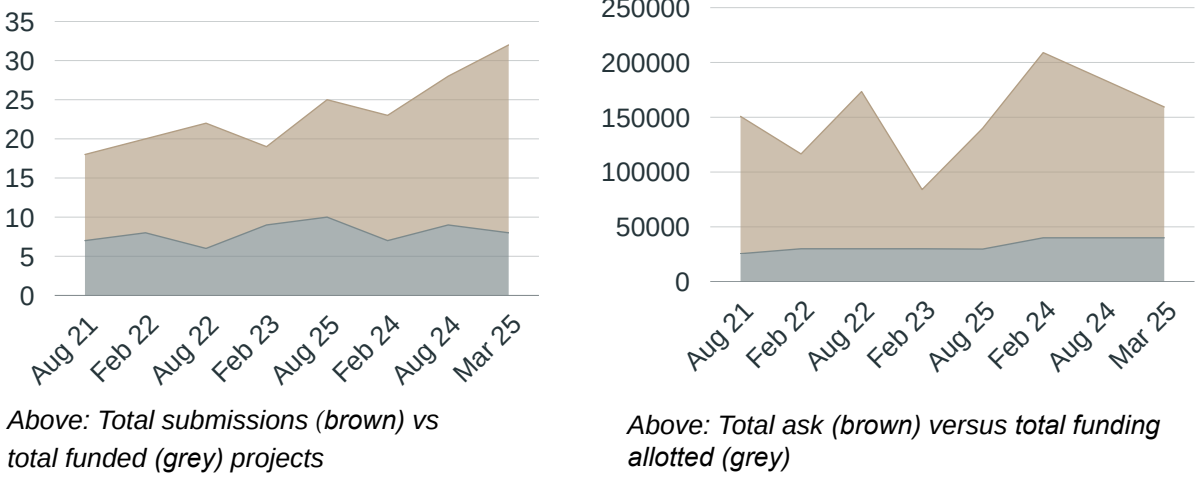
### Podcast - Views

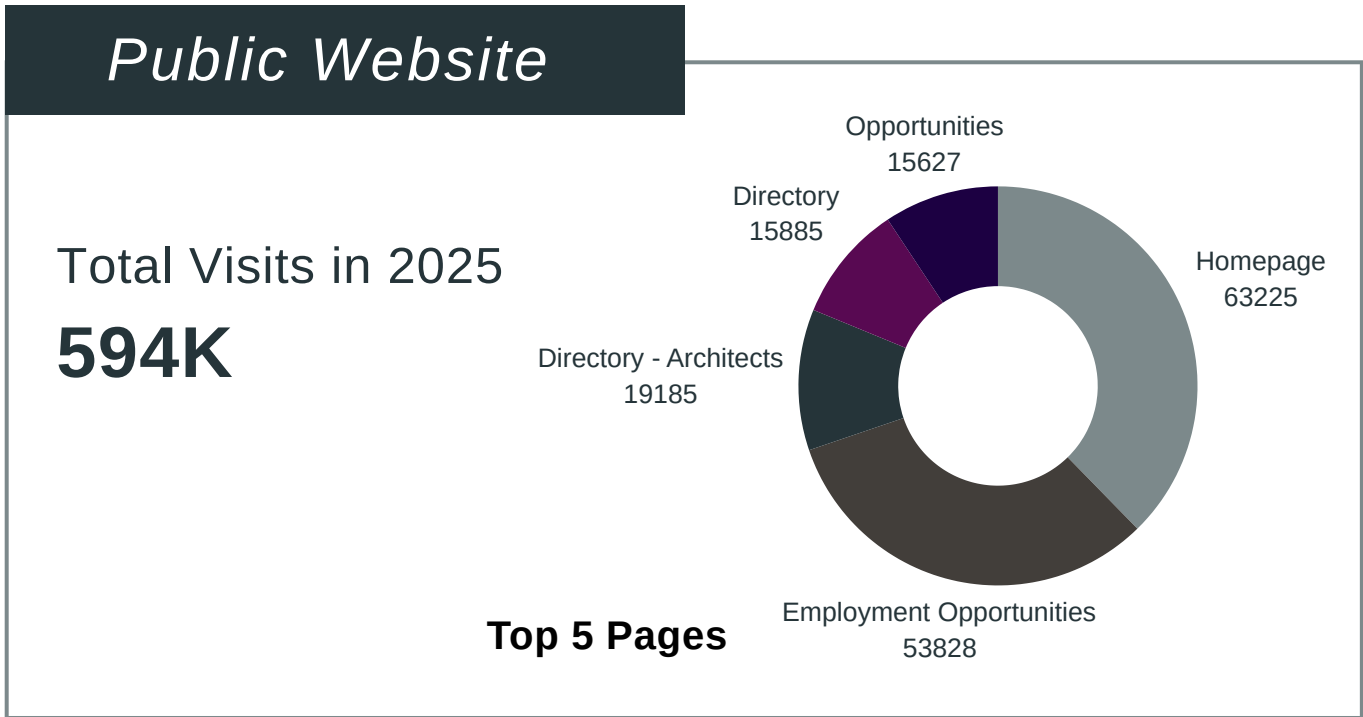


## Doors Open



## Funding





### Social Media

LinkedIn **17,618 followers**

Top post 2025: “OAA Study Highlights Urgent Need for Site Plan Approval Reform” - May 5, 2025 | **5,102** impressions

Instagram **8,749 followers**

Top post 2025: “#SHIFT2025 Jury Day was held at #OAA Headquarters.” - February 27, 2025 | **4.23K** Views **87** Likes

Facebook **2.7K followers**

Top post 2025: “Sudbury Architect & Master Lecturer Named New OAA President!” - January 31, 2025 | reach **457** **29** clicks

Youtube **1,034 subscribers**

Top video: “OAA Webinar: Navigating Ontario’s New 2024 Building Code” October 4, 2024 | **5430** Views

**NOTE:** OAA HQ Videos have **195 views** total

## Government

### MPP Meeting

**MPP Catherine McKenney**  
Ottawa Centre, NDP  
TOPIC: Site Plan Approval

### MPP Meeting

**MPP Matthew Rae**  
Perth - Wellington, PC  
TOPIC: Site Plan Approval

### Other Meetings

As part of the Policy and Government Relations outreach to government, we position the OAA as a key stakeholder and thought leader on various issues relevant to architecture.

#### Meeting Requests (Expressions of Trust) in 2025

- PGR met with the Ministry of Red Tape Reduction to discuss the 2024 SPA study; Ministry staff is interested in the study and committed to discussing the findings with their counterparts at MMAH to explore ways that the OAA recommendations can be integrated in a future Red Tape Reduction bill
- PGR was engaged by the Ministry of Labour, Immigration, Skills Development and Trade to provide feedback about Bill 2 (free trade and labour mobility legislation).

## Queen’s Park Picks

The OAA’s **Queen’s Park Picks (QPP)** program asks Members of Provincial Parliament (MPPs) to share their favourite buildings or other structures. The Association’s Policy Advisory Coordination Team (PACT) reviews the nominations and selects a shortlist of outstanding projects to celebrate architecture at a special reception held at Queen’s Park in Toronto each October. **It is a key government engagement tool.**

**2016 - 8 (6%) MPPs | 12 submissions**

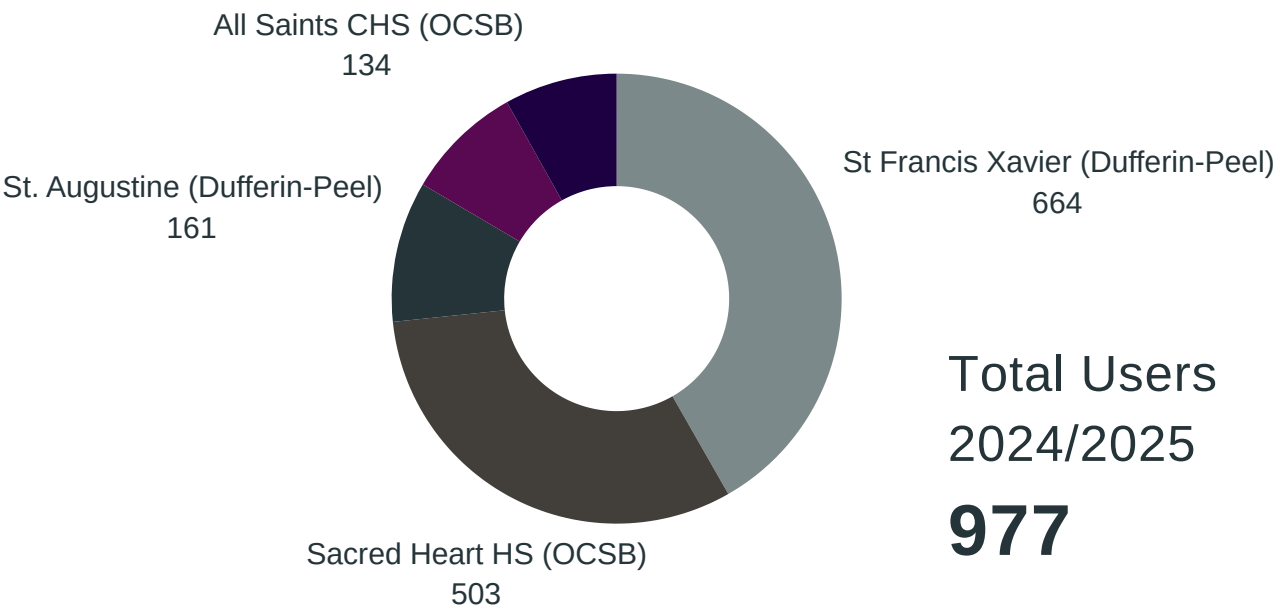
**2025 - 36 (29%) MPPs | 54 submissions**

*2025 marks 10 years of QPP!*

K - 12

## Chatterhigh

### Top 5 Schools



## Client Groups

**6 RFP reviews/consultations**  
**in 2025**



**8% of Practice Hotline** calls come from client groups (~ 48/600 total calls)

Recommendations to Expand Current Public Reach

Key Audience (from Outreach Plan)	Key Performance Indicator (KPI)	Current Metric	Target Metric	Objective (from Outreach Plan)	Tactics (OPERATIONAL)	Evaluation Frequency
Government (staff and elected officials)	MPP Participation in Queen's Park Picks	29% in 2025 (36/124 MPPs submitted to program)	35% MPP attendance by end of 2026	expand industry influence  increase participation in OAA programs	➤ direct outreach ➤ social media posts/media releases ➤ collaboration with Local Society Chairs	annually
	Expressions of trust – when government seeks input from the OAA on legislative initiatives <b>NOTE:</b> Committee feels this is the most important metric with regard to government engagement	2 in 2025	Steady annual increase in number of requests from government	earn greater expressions of trust and positive professional relationships	➤ Queen's Park Picks event builds goodwill and positive rapport with MPPs ➤ Publicizing OAA comments through various media channels	annually
Clients (procurement and owners)	Number of presentations to allied industry groups	n/a 2025	<i>No current recommendations</i>	earn greater expressions of trust and positive professional relationships	➤ direct outreach, PAS hotline ➤ proactive networking	semi-annually
	RFP reviews/consultations	6 in first half of 2025	> 5 per year	improve knowledge, understanding, and appreciation of architecture  expand industry influence	➤ direct outreach, PAS hotline	annually
K - 12 (educators and students)	Understanding the path to post-secondary architecture education	n/a	<i>No current recommendations</i>	improve knowledge, understanding, and appreciation of architecture	➤ Survey to university students/student associates to understand where they get information. ➤ Gather information from Interns upon registration with the OAA ➤ Consider the importance of peer-to-peer information sharing ➤ Review “Becoming Architects Canada” survey ➤ Check with architecture schools to see what information they’re already gathering	Bi-annually
	Awareness and appreciation of architecture in Ontario high schools	977 unique visitors to OAA’s Chatterhigh content (Sept 2024 – May 2025)	continual growth in student views on Chatterhigh	improve knowledge, understanding, and appreciation of architecture	➤ Adjusting content to be more engaging ➤ add Chatterhigh link to OAA website/social media ➤ work with Chatterhigh staff to find ways to maximize reach on the platform	annually
General Public	Podcast downloads/views	Total Listens 3708 Total Views 4165	Cost Per Mille not exceeding \$50 by end of 2026	improve knowledge, understanding, and appreciation of architecture	➤ Social media, e-newsletters, media releases	annually
	SHIFT Challenge participation	39 applicants	> 30 per SHIFT year	increase participation in OAA programs	➤ Outreach to university students ➤ Send SHIFT books to libraries ➤ Presentations to HS students ➤ Point to SHIFT content through Chatterhigh platform	Bi-annually

# Memorandum

**To: Council**

William (Ted) Wilson	Loloa Alkasawat
Donald Ardiel	J. William Birdsell
Jim Butticci	Kimberly Fawcett-Smith
Natasha Krickhan	Jenny Lafrance
Michelle Longlade	Lara McKendrick
Elaine Mintz	Deo Paquette
Anna Richter	Kristiana Schuhmann
Susan Speigel	Settimo Vilardi
Edward (Ted) Watson	Thomas Yeung
Marek Zawadzki	

FOR COUNCIL MEETING  
June 19, 2025  
(open)  
ITEM: 6.5.b

**From:** Governance and HR Committee

Lara McKendrick, Chair, SVP & Treasurer	Ted Wilson, President
Settimo Vilardi, IPP	Susan Speigel, Vice President
Elaine Mintz, LGIC	Michelle Longlade, LGIC

**Date:** June 4, 2025**Subject:** Update from OAA Governance & HR Committee**Objective:** To provide Council with an update regarding recent activities of the Governance & HR Committee.

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The Governance Committee met on May 28, 2025. This memo summarizes the priority items discussed at the meeting.

## OAA Society Finances and Governance

The Committee continued its discussions regarding Society finances, specifically the per capita funding allocated each year through the OAA operating budget. The Committee intends to complete its discussion shortly and forward its recommendations to the Finance and Audit Committee over the summer as the Budget 2026 development begins. As a result of the Committee deliberations, a draft financial policy for Societies is being developed. The purpose of the Financial Policy is to provide clarity and guidance to societies in the management of their financial resources.

## Member and Practice Survey

As a reminder, a comprehensive survey of both Members and Practices is set to be conducted in 2025. The Committee received an update on the process of the engagement of a Survey Consultant. Vice Presidents Speigel and Yeung are working

with Armbrust to complete that process. A number of members of Council have volunteered to form a working group to review the survey questions. That work will be conducted over the summer, and the survey is planned to be conducted in the early fall.

### **Act Modernization**

The Committee received an update from the Executive Director regarding the work plan for the Act Modernization project. The Committee will meet with legal counsel on June 16, 2025, for an overview of the Act audit and gap analysis that has been conducted. This will be an initial overview with ongoing meetings anticipated as part of the process, as well as specific milestones for additional input and oversight by Council.

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### **Action**

None. For information only.

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### **Attachments**

None

# Memorandum

**To: Council**

William (Ted) Wilson	Loloa Alkasawat
Donald Ardiel	J. William Birdsell
Jim Butticci	Kimberly Fawcett-Smith
Natasha Krickhan	Jenny Lafrance
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Edward (Ted) Watson	Thomas Yeung
Marek Zawadzki	

FOR COUNCIL MEETING  
June 19, 2025  
(open)  
ITEM: 6.5.c

**From: Building Committee**

Lara McKendrick, Chair, SVP & Treasurer  
Thomas Yeung, Vice President  
Sheena Sharp, Member-at-Large

**Date:** June 4, 2025

**Subject:** Update from OAA Building Committee

**Objective:** To provide Council with an update on the activities of the Building Committee

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The last Building Committee meeting was held on May 29, 2025.

## Landscape Project

The Committee reviewed feedback from the Council Meeting in May for the Landscape Project. The Committee received an update on the status of the Landscape Project from the OAA Team, which includes Building Committee Chair, Lara McKendrick, and Client Advisor, Joe Lobko, along with COO, Kathy Armbrust, and Executive Director, Kristi Doyle. At this point, work continues on the refinement of the design and pricing as well as the schedule.

## OAA Presidents Wall

The new President's Wall has been installed at the entry level of the OAA Headquarters. The Committee has received very positive feedback. The Building Committee is planning a ribbon-cutting ceremony and lunch on June 19, 2025, to officially celebrate the Wall and acknowledge the work of the Past Presidents. Past Presidents will be invited to the ceremony and lunch.



## Building Budgets

As part of the regular work plan, the Committee reviewed the draft 2026 budgets for ongoing building maintenance, the Building Committee as well as capital expenditures related to the building. As a resource, the Committee discussed the 30-year reserve study that pertains to capital spending for the building.

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## Action

None. For information only.

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## Attachments

None

# Memorandum

**To: Council**

William (Ted) Wilson	Loloa Alkasawat
Donald Ardiel	J. William Birdsell
Jim Buttici	Kimberly Fawcett-Smith
Natasha Krickhan	Jenny Lafrance
Michelle Longlade	Lara McKendrick
Elaine Mintz	Deo Paquette
Anna Richter	Kristiana Schuhmann
Susan Spiegel	Settimo Vilardi
Edward (Ted) Watson	Thomas Yeung
Marek Zawadzki	

FOR COUNCIL MEETING  
June 19, 2025  
(open)  
ITEM: 6.5.d

**From:** Thomas Yeung, Vice President & PRC Chair

**Date:** June 10, 2025

**Subject:** Practice Resource Committee (PRC) - Update.

**Objective:** To update Council on Practice Resource Committee (PRC) activities.

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## Activities Report – Practice Resource Committee (PRC)

Practice Resource Committee had its third meeting of 2025 on Thursday, June 5. The meeting was conducted virtually and focused on the following key items:

### General Updates:

Members were briefed on the May Council meeting as well as the OAA Conference.

Staff provided a brief update on the completed contract negotiations for the renewal of the [CSA Access Program](#) for the 2025-2026 period, including messaging to the membership on updates about the launch.

PRC was encouraged to bring forward ideas of topics for the [Practice Advisory Newsletter](#). The next edition is to be circulated at the end of July 2025.

Amendments to the *Construction Act*: PAS, with the support of Policy & Government Relations (PGR) service areas, continues to work on the amendments to OAA resources, in particular the PT.10.0 series as well as the OAA Contracts & Guides. PRC will be invited to review in upcoming months.

Upcoming new versions of CCDC 5A, 5B, 17 and 30 and anticipated impacts on OAA resources: Staff has started the review of advance copies of the documents and preliminary work has started on Practice Tips in the [PT.23.0 Series](#). PAS staff attended CCDC in-person seminar in early May. The new documents are expected in June.



Updates to OAA-OGCA Document 100: PAS has received new comments from OGCA. These comments are being reviewed with OGCA and legal counsel.

IO Suppl. Conditions to OAA 600-2021: Refer to May 2025 Practice Newsletter article entitled "[Infrastructure Ontario Expected to Release Supplementary Conditions to OAA 600-2021](#)".

#### Document Development and Maintenance

#### **Resources Impacted by the 2024 OBC**

As per the 2025 Work Plan, PRC will continue to support the review of the 2024 OBC impacted Practice Tips, including the code data matrices (if needed). Refer to the December 2024 Council memo entitled "*OAA Document Maintenance - Practice Tips Impacted by OBC 2024*" for reference.

Updates to PT.19 (ASHRAE) – refer to memo entitled *OAA Document Maintenance - Practice Tips Impacted by OBC 2024: Updates to Practice Tip PT.19* (June 10, 2025)

Updates to PT.36.2 (OBC SB-10) – refer to memo entitled *OAA Document Maintenance - Practice Tips Impacted by OBC 2024: Updates to Practice Tip PT.36.2* (June 10, 2025)

#### **Various OAA Documents – Work in Progress (refer to Attachments)**

Here is a short list of other documents reviewed at PRC at May meeting:

- Updates to Practice Tip [PT.38 OBC Part 5, Environmental Separation - Durability](#) (OBC Impacted Resource) – in progress
- RFP and SofQ Templates (PRC Workplan 2025) – in progress: Following the February meeting, PRC provided some initial feedback on the following two OAA template resources originally published in 2011:
  - [Model Procurement Document](#) (Request For Proposal)
  - [OAA Model Procurement Document](#) (Statement of Qualifications)
- Updates to PT.39.1 (RFP Language) – refer to June memo entitled *OAA Document Maintenance: Updates to Practice Tip PT.39.1* (June 10, 2025)
- Updates to [Practice Tip PT.28 Recent Changes to the Copyright Act](#) (refer to Attachment 1): Back in 2024 and at June 2025 meeting, PRC was invited to review and provide feedback on minor edits to the PT.28. PRC is supportive of minor edits to align with legislative changes as well as the title change.
- Updates to [OAA Standard Extra Services Contract Change Forms](#) (refer to Attachment 2): Earlier this year, PRC was invited to review and provide feedback on minor edits to the change form. The latest updates were presented to PRC at the June meeting. PRC is supportive of minor edits. For additional context, refer to May 2025 Memo entitled *OAA Document Maintenance: Updates to Practice Tip PT.15*. (May 2, 2025)



Other general practice topics/Emerging Issues discussed:

Tariffs and impacts on practice: Members of PRC continued to share observations and general concerns. An update was provided to the committee about the ongoing update to the March 2025 Newsletter Article [Potential Tariff Impacts on Projects](#).

Use of AI in practices: The PRC and PAS continued the conversation on the usage of AI in practice and the impact on practices. This information will help support the larger discussion happening on this topic through Council and the Governance Committee.

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**Action**

None. For information only.

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**Attachments**

- Attachment 1: Updates to Practice Tip PT. 28 (Copyright) with includes an Executive Summary of proposed edits, redline version and clean copy.
- Attachment 2: Updates to OAA Standard Extra Services Contract Change Forms which includes Executive Summary of proposed edits, redline version and clean copy



# Practice Tip PT.28 – Copyright Act (version 1.1)

## Executive Summary

The OAA's Practice Tips are accessed via the OAA website and, although written primarily for OAA Licensed members, they are also a resource for clients, lawyers, and other industry professionals. They are meant to be concise and follow a consistent structure and tone.

*Updated June 09, 2025*

## Background

This Practice Tip was written to provide guidance to practices concerning the application of the Copyright Act to work created by OAA members, their subconsultants, and employees.

Written in 2013, this Practice Tip underwent a minor update in 2022 when the OAA logo was changed.

The resource was reviewed in response to the latest changes to the *Copyright Act*.

## Requirement to Update

- This Practice Tip needed to be updated to reflect changes to the *Copyright Act*.
- The previous version was not inclusive of Licensed Technologists.
- References to OAA 600 needed to be updated from 600-2013 to 600-2021.

## Overview of the Process and Input from Various Parties

- PAS prepared a draft for legal review by Dentons Canada LLP, the legal firm which assisted with the original version.
- PAS incorporated the legal comments into a draft for PRC review.
- After discussion with PRC, PRC's comments were considered and incorporated into the draft as appropriate.
- PRC reviewed and approved the final draft of version 1.2 on 2025 06 05.
- Council to be updated at the June meeting before posting the revised document.

## Organization of PT.28 & Proposed Changes

Proposed Updates to Title of Practice Tip:

- Since the changes are no longer recent, it was decided to simplify the title to refer just to the Act.

Proposed edits to Summary, Background Suggested Procedures, Definitions Sections

- Added sentence to summary section to provide additional context for the Practice Tip
- Added a hyperlink to Government of Canada Justice Laws website and context provided
- Replace "architect" and leverage alternatives such as "OAA member", "holder of a certificate of practice", CoP holder, etc.

- Update the term of copyright from 50 years to 70 years and clarify that it also applies to photographic works
- Update references from OAA 600-2013 to OAA 600-2021
- General updates/formatting to the body of the Practice Tip
  - Minor editorial updates as required
  - Grammar and other minor edits for legibility, etc.

#### Proposed edits in References Section

- Update references to the *Copyright Act* and the updating legislation
- Add reference to the OAA 2021 contract suite

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### Next Steps

- Following June Council, PAS will work with Communications to update the website and the membership about the edits reviewed by PRC of the new version 1.2.

## Recent Changes to the Copyright Act

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### Summary

The *Copyright Modernization Act* (the “Act”) was proclaimed in force on November 7, 2012, and amended Canada’s *Copyright Act*. Generally speaking, the Act attempts to update the rights and protection of copyright owners to better address the challenges and opportunities of the internet and increasing digitization of copyrighted material, while also expanding permitted uses of such material by users. Although the Act has been revised since then, this Practice Tip focuses on the changes brought about in 2012 as they have impact on architectural practice.

So what does the Act mean for architects?certificate of practice (CoP) holders (CoP holders)? Put simply, as *prima facie* owners of copyright in their architectural works, CoP architects holders can and will be affected by the Act’s overhaul of Canadian copyright law, particularly with respect to:

- (i) the protection of electronic documents through technological protection measures and rights management information; and
- (ii) the rights of photographers in the photographs used or commissioned by CoP architects holders for clients or their own advertising and marketing purposes.

To take advantage of the creator protections in the Act, practices may need to make changes in their practises. Architectural practice must evolve to take advantage of the new creator protections in the Act.

The term “OAA member” or simply “member” is used to refer to every person issued a licence or limited licence by the Ontario Association of Architects, subject to any term, condition, or limitation to which the licence is subject.

### Background

This Practice Tip contains a general summary of certain provisions of the Act and how they may impact architects-OAA members. The most significant change to occur since 2012 appears to be the change in the term of copyright architects. It from 50 to 70 years. This is consistent with the trend internationally. This Practice Tip It is not – and should not be construed to be – legal advice. The Act contains exceptions and transitional provisions, and it is uncertain how courts will interpret the new provisions; indeed, much of the present legal debate is speculative. Accordingly, architects OAA members are advised to review the Act and its regulations, (as well as relevant portions of the Architecture Canada/Royal Architectural Institute of Canada (RAIC) “Canadian Handbook of Practice for Architects” [(CHOP)], and to seek the advice of their own legal counsel for any specific questions and in every set of circumstances that may arise that may impact their rights or obligations.

### Technological Protection Measures (TPMs) and Rights Management Information (RMI)

#### Technological Protection Measures

1. Technological Protection Measures (“TPMs”), or “digital locks”, are technologies, devices or components that control either access to or copyright of copyright-protected material (known respectively as “access control” or “copy control” TPMs). In the context of digital material, TPMs include dongles, registration keys, internet product activation, encryption, digital watermarks and passwords.

2. The Act prohibits the circumvention of “access control” TPMs with certain exceptions, regardless of the user’s intention. A user who picks or hacks a digital lock or otherwise causes the circumvention of such a lock may be liable for copyright infringement. Moreover, users cannot offer circumvention services to the public; nor can they manufacture, import, distribute, sell, rent or provide devices, technologies or components whose primary purpose is circumvention. Users who illegally circumvent a TPM may face penalties ranging from damages to an injunction or penal/criminal sanctions.
3. The Act outlines various exceptions to the prohibition on circumventing a digital lock, e.g. use by persons with perceptual disabilities, and the government can enact regulations adding other exceptions.

### Rights Management Information

1. Rights Management Information (“RMI”) consists of information – such as digital watermarks – that is attached to or embodied in a work and identifies or permits the identification of the work or its author and may include the terms or conditions of the work’s use. Ultimately, RMI enables owners to track and demonstrate illegal activity in respect of their protected work, while indicating to consumers that the work is authentic.
2. The Act provides that no person is permitted to knowingly alter or remove any RMI in electronic form without the consent of the copyright owner, if the person knows (or should have known) that the removal or alteration will facilitate or conceal any infringement of the owner’s copyright or adversely affect the owner’s right to remuneration under the Act. Persons who violate this prohibition – as well as those who subsequently deal with the work (e.g. by way of renting or selling it) who know (or should have known) that the RMI has been removed or altered in a way that would give rise to a remedy under the prohibition – may be subject to injunction, damages and other penalties under the Act.

### Photographers’ Rights

1. The Act aims to align the rights of photographers with those of other creators. Before the Act came into force on November 7, 2012, the owner of the photographic negative, plate or initial photograph was considered to be the author of the work, and as the author, was the first owner of copyright in such work. Additionally, if a photograph, engraving or portrait was ordered by some other person and was made for valuable consideration, in the absence of any agreement to the contrary, the person by whom the plate or other original was ordered (and paid for) was the first owner of the copyright. Practically speaking, this meant that persons who commissioned photographs owned the copyright in such photographs.
2. The Act repealed the above provisions, removing the distinction between photographers and other creators. The determination of authorship (and copyright ownership) with respect to photographs will therefore fall, as with other creators, to first principles of copyright, which generally hold that the author is the creator and copyright owner. Going forward, photographers will generally be the first owners of copyright in their photographs, regardless of whether the photographs were commissioned or not. As a result, the term of copyright in photographs was also aligned with those of other copyrighted works, to be life of the author plus ~~50 years~~ 70 years. The increase from life plus 50 years took place as of December 30, 2022 subject to transition provisions.
3. With respect to photographs commissioned by a user for “personal purposes”, the user has the right to private and non-commercial use of the photograph (or to permit such uses), unless the user and the photographer have agreed otherwise.
4. As a result of the foregoing amendments, photographic works commissioned before November 7, 2012 will be treated differently from those works commissioned **on or after** that date. Generally speaking, the commissioning party will own copyright in the former, while the photographer will own copyright in the latter (each subject to a written agreement stating otherwise).



## Suggested Procedure / Practice Tips

### Technological Protection Measures / Rights Management Information

1. Digital locks enable copyright holders to dictate how material may be used, including by CoP architects'holders clients. Accordingly, CoP architects'holders should, to the extent possible, place a TPM on all copyrighted materials including drawings, specifications, PDF documents and other deliverables prepared for clients under architectural services contracts.

ArchitectsOAA members may also choose to incorporate RMI in order to track usage and any illegal activity in connection with the work.

2. The TPM should be consistent with the provisions of the applicable architectural services contract. For example, if the contract provides that copyright is owned by the client, then a TPM would not be appropriate. If, however, the CoP architectholder is granting a limited license to the client in certain electronic deliverables, including a TPM in those deliverables may be appropriate.

The TPM or RMI should also be consistent with the other rights being granted to the client. For example, if the client is permitted to revise the electronic file, then the TPM should not prohibit the client from doing so, as the client would be forced to "pick the lock" illegally in order to do something it has otherwise been granted the right to do.

3. ~~GC 8 of~~ Refer to the OAA's "Standard Form of OAA 2021 Contracts for Architect's Services" (Suite and Guides: Example - GC08 COPYRIGHT AND USE OF DOCUMENTS of the OAA 600-2013)2021A, a standard form of contract for architectural services, provides (among other things) that all copyright in the CoP architect'sholder's Instruments of Service belongs to the CoP architectholder. *Instruments of Service* include non-editable *Electronic Documents* that comprise the design, drawings, specifications and reports prepared by or on behalf of the CoP architectholder (or a consultant). If you are using this standard contract and are not amending ~~GC 8GC08~~ whatsoever, a TPM would be appropriate.

If you are amending ~~GC 8GC08~~ of the standard contract, you should consult your legal counsel to determine the impact of the amendments on the appropriateness of a TPM or RMI.

These comments also apply to the other standard forms of contract located on the OAA Website and made available to architects for use by certificate of practice holders.

4. If a TPM is used, consider what type of TPM (i.e. access control or copy control or both) is appropriate.

### Photographers' Rights

1. ArchitectsOAA members must be concerned with:
  - a) photographs **commissioned** by an architecta member **prior to** November 7, 2012, and
  - b) photographs **commissioned** by an architecta member **on or after** November 7, 2012.

Photographs taken by an architecta CoP holder or an employee of the architectthereof for the CoP architect'sholder's own business purposes are not impacted.

2. Copyright in photographs that were commissioned by an architecta member **prior to** November 7, 2012 will generally be owned by the architectmember, absent an agreement to the contrary. This means that you can for example, post such photographs on your website or in promotional materials, without obtaining permission from the photographer. You can also sub-license or transfer the copyright to a third party, including a client.
3. Copyright in photographs that were commissioned by an architecta member **on or after** November 7, 2012, however, is now presumed to be owned by the **photographer**, unless your contract states otherwise. This means that you cannot publish or reproduce photographs online or in promotional materials without the consent of the photographer. You also cannot sub-license or transfer the copyright to a third party, including a client, without such consent.

Suggested wording for the ~~architectmember~~/photographer contract should include working similar to:

***“name of the photographer hereby assigns all copyright and intellectual property rights to name of ~~architectmember~~ and waives all moral rights”.***

4. Be very clear in your future written agreements with photographers regarding what is and is not permitted, since the terms “commercial”, “non-commercial”, “private” and “personal” are not defined in the Act.
5. Do not forget about the impact of these amendments on your client agreements. For example, ~~GC-OAA-600-2021 Appendix 3, 3.1.1520 and GC-3.1.16 of the OAA’s Standard Form of Contract for Architect’s Services (OAA-600-2013)21~~ provide, respectively, that the CoP architectholder may:
  - (i) provide a specifically commissioned physical model (maquette), architectural rendering, computer rendering or video, which becomes the property of the client, or
  - (ii) provide specially commissioned photography or photographic records of site, existing conditions, construction or other.

If either of the foregoing is included in the CoP architectholder’s scope of services, the CoP architectholder must be careful to obtain the proper rights from the commissioned creator (if applicable) in order to properly transfer ownership of the copyright to the client or grant rights of use. Ultimately, any amendment to any architectural services contract should be vetted by your own legal counsel to ensure your rights are protected.

These comments also apply to the other standard forms of contract located on the OAA Website and made available to ~~architectmembers~~.

6. Be aware that the *Copyright Act* (as amended) contains general exceptions permitting users other than the CoP architectholder (or its clients) to use copyrighted works for certain purposes such as fair dealing, criticism, parody or satire, among others.

## Consult with Legal Counsel

Always consult your own legal counsel if you have any questions regarding the application of the Copyright Act to your architectural practice or a specific fact situation.

## Authorship

~~This~~An early draft of version 1.2 of this Practice Tip was reviewed by Bob Tarantino of Dentons Canada LLP, for and in consultation with the Ontario Association of Architects.

Version 1.0 of this Practice Tip was prepared by Emma Williamson and Aaron Milrad of Dentons Canada LLP, for and in consultation with the Ontario Association of Architects ~~(OAA)~~.

## References

[Copyright Modernization Act, S.C. 2012](#) – review at Government of Canada Justice Laws website.

[Copyright Act, R.S.C. 1985](#) – review at Government of Canada Justice Laws website.

~~OAA-600-2013 Standard Form of Contract for Architect’s Services—review at the OAA Website~~OAA 2021 Contract Suite and Guides

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*The OAA does not provide legal, insurance, or accounting advice. Readers are advised to consult their own legal, accounting, or insurance representatives to obtain suitable professional advice in those regards.*

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## Copyright Act

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- (i) the protection of electronic documents through technological protection measures and rights management information; and
- (ii) the rights of photographers in the photographs used or commissioned by CoP holders for clients or their own advertising and marketing purposes.

To take advantage of the creator protections in the Act, practices may need to make changes in their practices.

The term “OAA member” or simply “member” is used to refer to every person issued a licence or limited licence by the Ontario Association of Architects, subject to any term, condition, or limitation to which the licence is subject.

### Background

This Practice Tip contains a general summary of certain provisions of the Act and how they may impact OAA members. The most significant change to occur since 2012 appears to be the [change in the term of copyright](#) from 50 to 70 years. This is consistent with the trend internationally. This Practice Tip is not – and should not be construed to be – legal advice. The Act contains exceptions and transitional provisions, and it is uncertain how courts will interpret the provisions. Accordingly, OAA members are advised to review the Act and its regulations, as well as relevant portions of the Royal Architectural Institute of Canada (RAIC) “Canadian Handbook of Practice for Architects” (CHOP)], and to seek the advice of their own legal counsel for any specific questions and in every set of circumstances that may arise that may impact their rights or obligations.

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2. The Act prohibits the circumvention of “access control” TPMs with certain exceptions, regardless of the user’s intention. A user who picks or hacks a digital lock or otherwise causes the circumvention of such a lock may be liable for copyright infringement. Moreover, users cannot offer circumvention services to the public; nor can they manufacture, import, distribute, sell, rent or provide devices, technologies or components whose primary purpose is circumvention. Users who illegally circumvent a TPM may face penalties ranging from damages to an injunction or penal/criminal sanctions.
3. The Act outlines various exceptions to the prohibition on circumventing a digital lock, e.g. use by persons with perceptual disabilities, and the government can enact regulations adding other exceptions.

### **Rights Management Information**

1. Rights Management Information (“RMI”) consists of information – such as digital watermarks – that is attached to or embodied in a work and identifies or permits the identification of the work or its author and may include the terms or conditions of the work’s use. Ultimately, RMI enables owners to track and demonstrate illegal activity in respect of their protected work, while indicating to consumers that the work is authentic.
2. The Act provides that no person is permitted to knowingly alter or remove any RMI in electronic form without the consent of the copyright owner, if the person knows (or should have known) that the removal or alteration will facilitate or conceal any infringement of the owner’s copyright or adversely affect the owner’s right to remuneration under the Act. Persons who violate this prohibition – as well as those who subsequently deal with the work (e.g. by way of renting or selling it) who know (or should have known) that the RMI has been removed or altered in a way that would give rise to a remedy under the prohibition – may be subject to injunction, damages and other penalties under the Act.

### **Photographers’ Rights**

1. The Act aims to align the rights of photographers with those of other creators. Before the Act came into force on November 7, 2012, the owner of the photographic negative, plate or initial photograph was considered to be the author of the work, and as the author, was the first owner of copyright in such work. Additionally, if a photograph, engraving or portrait was ordered by some other person and was made for valuable consideration, in the absence of any agreement to the contrary, the person by whom the plate or other original was ordered (and paid for) was the first owner of the copyright. Practically speaking, this meant that persons who commissioned photographs owned the copyright in such photographs.
2. The Act repealed the above provisions, removing the distinction between photographers and other creators. The determination of authorship (and copyright ownership) with respect to photographs will therefore fall, as with other creators, to first principles of copyright, which generally hold that the author is the creator and copyright owner. Going forward, photographers will generally be the first owners of copyright in their photographs, regardless of whether the photographs were commissioned or not. As a result, the term of copyright in photographs was also aligned with those of other copyrighted works, to be life of the author plus 70 years. [The increase from life plus 50 years](#) took place as of December 30, 2022 subject to transition provisions.
3. With respect to photographs commissioned by a user for “personal purposes”, the user has the right to private and non-commercial use of the photograph (or to permit such uses), unless the user and the photographer have agreed otherwise.
4. As a result of the foregoing amendments, photographic works commissioned before November 7, 2012 will be treated differently from those works commissioned **on or after** that date. Generally speaking, the commissioning party will own copyright in the former, while the photographer will own copyright in the latter (each subject to a written agreement stating otherwise).

## Suggested Procedure / Practice Tips

### Technological Protection Measures / Rights Management Information

1. Digital locks enable copyright holders to dictate how material may be used, including by CoP holders' clients. Accordingly, CoP holders should, to the extent possible, place a TPM on all copyrighted materials including drawings, specifications, PDF documents and other deliverables prepared for clients under architectural services contracts.

OAA members may also choose to incorporate RMI in order to track usage and any illegal activity in connection with the work.

2. The TPM should be consistent with the provisions of the applicable architectural services contract. For example, if the contract provides that copyright is owned by the client, then a TPM would not be appropriate. If, however, the CoP holder is granting a limited license to the client in certain electronic deliverables, including a TPM in those deliverables may be appropriate.

The TPM or RMI should also be consistent with the other rights being granted to the client. For example, if the client is permitted to revise the electronic file, then the TPM should not prohibit the client from doing so, as the client would be forced to "pick the lock" illegally in order to do something it has otherwise been granted the right to do.

3. Refer to the OAA 2021 Contracts Suite and Guides: Example - GC08 COPYRIGHT AND USE OF DOCUMENTS of the OAA 600-2021, a standard form of contract for architectural services, provides (among other things) that all copyright in the CoP holder's *Instruments of Service* belongs to the CoP holder. *Instruments of Service* include non-editable *Electronic Documents* that comprise the design, drawings, specifications and reports prepared by or on behalf of the CoP holder (or a consultant). If you are using this standard contract and are not amending GC08 whatsoever, a TPM would be appropriate.

If you are amending GC08 of the standard contract, you should consult your legal counsel to determine the impact of the amendments on the appropriateness of a TPM or RMI.

These comments also apply to the other standard forms of contract located on the OAA Website and made available for use by certificate of practice holders.

4. If a TPM is used, consider what type of TPM (i.e. access control or copy control or both) is appropriate.

### Photographers' Rights

1. OAA members must be concerned with:
  - a) photographs **commissioned** by a member **prior to** November 7, 2012, and
  - b) photographs **commissioned** by a member **on or after** November 7, 2012.

Photographs taken by a CoP holder or an employee thereof for the CoP holder's own business purposes are not impacted.

2. Copyright in photographs that were commissioned by a member **prior to** November 7, 2012 will generally be owned by the **member**, absent an agreement to the contrary. This means that you can for example, post such photographs on your website or in promotional materials, without obtaining permission from the photographer. You can also sub-license or transfer the copyright to a third party, including a client.
3. Copyright in photographs that were commissioned by a member **on or after** November 7, 2012, however, is now presumed to be owned by the **photographer**, unless your contract states otherwise. This means that you cannot publish or reproduce photographs online or in promotional materials without the consent of the photographer. You also cannot sub-license or transfer the copyright to a third party, including a client, without such consent.

Suggested wording for the member/photographer contract should include working similar to:

**"name of the photographer** hereby assigns all copyright and intellectual property rights to **name of member** and waives all moral rights".



4. Be very clear in your future written agreements with photographers regarding what is and is not permitted, since the terms “commercial”, “non-commercial”, “private” and “personal” are not defined in the Act.
5. Do not forget about the impact of these amendments on your client agreements. For example, OAA 600-2021 Appendix 3, 3.1.20 and 3.1.21 provide, respectively, that the CoP holder may:
  - (i) provide a specifically commissioned physical model (maquette), architectural rendering, computer rendering or video, which becomes the property of the client, or
  - (ii) provide specially commissioned photography or photographic records of site, existing conditions, construction or other.

If either of the foregoing is included in the CoP holder’s scope of services, the CoP holder must be careful to obtain the proper rights from the commissioned creator (if applicable) in order to properly transfer ownership of the copyright to the client or grant rights of use. Ultimately, any amendment to any architectural services contract should be vetted by your own legal counsel to ensure your rights are protected.

These comments also apply to the other standard forms of contract located on the OAA Website and made available to members.

6. Be aware that the *Copyright Act* (as amended) contains general exceptions permitting users other than the CoP holder (or its clients) to use copyrighted works for certain purposes such as fair dealing, criticism, parody or satire, among others.

### **Consult with Legal Counsel**

Always consult your own legal counsel if you have any questions regarding the application of the *Copyright Act* to your architectural practice or a specific fact situation.

### **Authorship**

An early draft of version 1.2 of this Practice Tip was reviewed by Bob Tarantino of Dentons Canada LLP, for and in consultation with the Ontario Association of Architects.

Version 1.0 of this Practice Tip was prepared by Emma Williamson and Aaron Milrad of Dentons Canada LLP, for and in consultation with the Ontario Association of Architects.

### **References**

[Copyright Modernization Act, S.C. 2012](#) – review at Government of Canada Justice Laws website.

[Copyright Act, R.S.C. 1985](#) – review at Government of Canada Justice Laws website.

OAA 2021 Contract Suite and Guides

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*The OAA does not provide legal, insurance, or accounting advice. Readers are advised to consult their own legal, accounting, or insurance representatives to obtain suitable professional advice in those regards.*

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## **OAA Document Maintenance: Summary of Impacts and Proposed Changes**

### **Executive Summary - Key Changes to OAA Standard Form for Extra Services or Contract Change (version “September 2022”)**

#### **OAA Standard Form for Extra Services or Contract Change new proposed version 1.1, June 2025)**

The OAA's Standard Forms and Templates are accessed via the OAA website and, although written primarily for OAA Licensed members, they are also a resource for clients, lawyers, and other industry professionals. They are meant to be concise and follow a consistent structure and tone.

#### **Background**

This Standard Form template was created around the release of the OAA 2021 Contract Suite and Guide. It was written to provide guidance to practices about managing changes in the scope of architectural services contracts. It has been available as a standalone document and as an attachment to Practice Tip PT.15.

This Standard Form underwent a minor update in 2020 when Practice Tip PT.15 was updated to modernize the copyright notice, provide minor clarifications and add the disclaimer.

To avoid duplication of effort and inconsistencies developing, it was decided to remove the attachment version and to retain the standalone version. The template will be bundled in the contract ZIP files for OAA 600-2021 and OAA 800-2021.

#### Summary of proposed changes to version 1.1

##### **Proposed Edits**

- Locations were added to record the “Change Number”
- Instructions added to use the same description for the Project Name as used in the contract
- Reference added to include changes in contract duration
- Update to “Licensed Technologist” from “Licensed Technologist OAA”
- Extra Services and Changes to Basic and Additional Services were split into two separate boxes for greater clarity.
- New title “Description of Changes to Fees or Schedule” above text in red
- Other formatting adjustments.

# OAA Standard Form for Extra Services or Contract Change

Identification of Contract \_\_\_\_\_ Agreed Change Number: \_\_\_\_\_

Client: \_\_\_\_\_  
Client Ref. No. \_\_\_\_\_  
Architect: \_\_\_\_\_  
Proj. No. \_\_\_\_\_  
Project Name: Use the same description as in the contract  
Contract: e.g. OAA 600-2021A Dated: \_\_\_\_\_

Consistent with the *Contract* cited above, the following is an amendment to such *Contract* resultant from a change in the scope or duration of services to be supplied, which amendment includes a description of any and all resultant adjustments in the *Contract Price* and *Contract Time* except as noted herein.

## Description of ~~Extra Services, Including Changes to to Scope of~~ Basic Services and Additional Services

Changes to the *Basic Services* and *Additional Services* provided under the *Contract* are as follows:

(Identify the item number from Schedule 2 or 3 to identify changes to such *Services* in the *Contract*)

Item Changes in *Basic Services* in Schedule 2, including addition of *Extra Services* from Schedule 2

Item Changes in *Additional Service* in Schedule 3, including addition of *Extra Services* from Schedule 3

~~Description of *Extra Services* to be provided under the *Contract* are as follows:~~

~~(Include description of any *Services* not originally contemplated in the *Contract* and not identified in Schedules 2 or 3)~~

## Description of Extra Services





Description of *Extra Services* to be provided under the *Contract* are as follows:

(Include description of any *Services* not originally contemplated in the *Contract* and not identified in Schedules 2 or 3. Where helpful, identify the phase(s) the *Extra Services* apply to and which disciplines are involved.)

Other changes to the *Contract* are as follows:

(Include description of any other changes to the contract other than those noted above)

### **Description of Changes to Fees or Schedule**

Where the change to the *Contract* described herein involves the removal of *Basic Services* or *Additional Services* under the *Contract*, the *Contract Price* is hereby decreased by the sum of \$ \_\_\_\_\_ exclusive of *Value Added Taxes*.

Where any *Extra Services* described herein are to be provided at a fixed fee, the *Contract Price* is hereby increased by the sum of \$ \_\_\_\_\_ exclusive of *Value Added Taxes*.

Where any *Extra Services* described herein are not to be provided at a fixed fee, the additional cost for those *Extra Services* is capped at a maximum of \$ \_\_\_\_\_ exclusive of *Value Added Taxes*. Unless approved by separate change to the *Contract*, any fees incurred in respect of the *Extra Services* described herein beyond this maximum will be paid by the *Architect* without reimbursement by the *Client*.

Where the *Extra Services* described herein are to be provided on a time basis or at a unit rate, the rate shall be as per of the rates stipulated in [Article A18/Schedule 2] of the *Contract* or as otherwise agreed herein.

For the change to the *Contract* described herein, the *Contract Time* shall be increased/decreased by \_\_\_\_\_ *Working Days*.

### **Approval by Client**

I certify that I am authorized to sign on behalf of the *Client* named in the *Contract* identified above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position/Title

Corporate Seal (Where applicable)

### Approval by Architect

I certify that I am authorized to sign on behalf of the *Architect* named in the *Contract* identified above, as applicable

Signature

Date

Printed Name

Position/Title

Corporate Seal (Where applicable. This is not the seal issued by the OAA.)



Ontario Association  
of Architects

# OAA Standard Form for Extra Services or Contract Change

## Identification of Contract

~~Agreed~~ Change Number: \_\_\_\_\_

Client: \_\_\_\_\_  
Client Ref. No. \_\_\_\_\_  
Licensed Technologist ~~OAA~~: \_\_\_\_\_  
Proj. No. \_\_\_\_\_  
Project Name: Use the same description as in the contract  
Contract: e.g. OAA 600-2021LT Dated: \_\_\_\_\_

Consistent with the *Contract* cited above, the following is an amendment to such *Contract* resultant from a change in the scope or duration of services to be supplied, which amendment includes a description of any and all resultant adjustments in the *Contract Price* and *Contract Time* except as noted herein.

## Description of ~~Extra Services, including~~ Changes to ~~Scope of~~ Basic Services and Additional Services

Changes to the *Basic Services* and *Additional Services* provided under the *Contract* are as follows:

(Identify the item number from Schedule 2 or 3 to identify changes to such *Services* in the *Contract*.)

Item Changes in *Basic Services* in Schedule 2, including addition of *Extra Services* from Schedule 2

Item Changes in *Additional Service* in Schedule 3, including addition of *Extra Services* from Schedule 3

~~Description of *Extra Services* to be provided under the *Contract* are as follows:~~

~~(Include description of any *Services* not originally contemplated in the *Contract* and not identified in Schedules 2 or 3)~~

## Description of Extra Services

Description of *Extra Services* to be provided under the *Contract* are as follows:

(Include description of any *Services* not originally contemplated in the *Contract* and not identified in Schedules 2 or 3. Where helpful, identify the phase(s) the *Extra Services* apply to and which disciplines are involved)



Ontario Association  
of Architects

Other changes to the *Contract* are as follows:

(Include description of any other changes to the contract other than those noted above)

### **Description of Changes to Fees or Schedule**

Where the change to the *Contract* described herein involves the removal of *Basic Services* or *Additional Services* under the *Contract*, the *Contract Price* is hereby decreased by the sum of \$ \_\_\_\_\_ exclusive of *Value Added Taxes*.

Where any *Extra Services* described herein are to be provided at a fixed fee, the *Contract Price* is hereby increased by the sum of \$ \_\_\_\_\_ exclusive of *Value Added Taxes*.

Where any *Extra Services* described herein are not to be provided at a fixed fee, the additional cost for those *Extra Services* is capped at a maximum of \$ \_\_\_\_\_ exclusive of *Value Added Taxes*. Unless approved by separate change to the *Contract*, any fees incurred in respect of the *Extra Services* described herein beyond this maximum will be paid by the ~~Architect~~ *Licensed Technologist* without reimbursement by the *Client*.

Where the *Extra Services* described herein are to be provided on a time basis or at a unit rate, the rate shall be as per of the rates stipulated in [Article A18/Schedule 2] of the *Contract* or as otherwise agreed herein.

For the change to the *Contract* described herein, the *Contract Time* shall be increased/decreased by \_\_\_\_\_ *Working Days*.

### **Approval by Client**

I certify that I am authorized to sign on behalf of the *Client* named in the *Contract* identified above.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Position/Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Position/Title \_\_\_\_\_

Corporate Seal (Where applicable)



## Approval by Licensed Technologist **OAA**

I certify that I am authorized to sign on behalf of the Licensed Technologist **OAA** named in the *Contract* identified above, as applicable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position/Title

Corporate Seal (Where applicable. This is not the seal issued by the OAA.)



# OAA Standard Form for Extra Services or Contract Change

## Identification of Contract

Change Number: \_\_\_\_\_

Client:	_____
Client Ref. No.	_____
Architect:	_____
Proj. No.	_____
Project Name:	<u>Use the same description as in the contract</u>
Contract:	<u>e.g. OAA 600-2021A</u> Dated: _____

Consistent with the *Contract* cited above, the following is an amendment to such *Contract* resultant from a change in the scope or duration of services to be supplied, which amendment includes a description of any and all resultant adjustments in the *Contract Price* and *Contract Time* except as noted herein.

## Description of Changes to Basic Services and Additional Services

Changes to the *Basic Services* and *Additional Services* provided under the *Contract* are as follows:

(Identify the item number from Schedule 2 or 3 to identify changes to such *Services* in the *Contract*)

Item Changes in *Basic Services* in Schedule 2, including addition of *Extra Services* from Schedule 2

Item Changes in *Additional Service* in Schedule 3, including addition of *Extra Services* from Schedule 3

## Description of Extra Services

Description of *Extra Services* to be provided under the *Contract* are as follows:

(Include description of any *Services* not originally contemplated in the *Contract* and not identified in Schedules 2 or 3. Where helpful, identify the phase(s) the *Extra Services* apply to and which disciplines are involved.)

Other changes to the *Contract* are as follows:

(Include description of any other changes to the contract other than those noted above)



## Description of Changes to Fees or Schedule

Where the change to the *Contract* described herein involves the removal of *Basic Services* or *Additional Services* under the *Contract*, the *Contract Price* is hereby decreased by the sum of \$ \_\_\_\_\_ exclusive of *Value Added Taxes*.

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Where the *Extra Services* described herein are to be provided on a time basis or at a unit rate, the rate shall be as per of the rates stipulated in [Article A18/Schedule 2] of the *Contract* or as otherwise agreed herein.

For the change to the *Contract* described herein, the *Contract Time* shall be increased/decreased by \_\_\_\_\_ *Working Days*.

## Approval by Client

I certify that I am authorized to sign on behalf of the *Client* named in the *Contract* identified above.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Position/Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Position/Title \_\_\_\_\_

Corporate Seal (Where applicable)



## Approval by Architect

I certify that I am authorized to sign on behalf of the *Architect* named in the *Contract* identified above, as applicable

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position/Title

Corporate Seal (Where applicable. This is not the seal issued by the OAA.)





# OAA Standard Form for Extra Services or Contract Change

## Identification of Contract

Change Number: \_\_\_\_\_

Client: \_\_\_\_\_

Client Ref. No. \_\_\_\_\_

Licensed Technologist: \_\_\_\_\_

Proj. No. \_\_\_\_\_

Project Name: Use the same description as in the contract

Contract: e.g. OAA 600-2021LT Dated: \_\_\_\_\_

Consistent with the *Contract* cited above, the following is an amendment to such *Contract* resultant from a change in the scope or duration of services to be supplied, which amendment includes a description of any and all resultant adjustments in the *Contract Price* and *Contract Time* except as noted herein.

## Description of Changes to Basic Services and Additional Services

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Item Changes in *Basic Services* in Schedule 2, including addition of *Extra Services* from Schedule 2

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## Description of Extra Services

Description of *Extra Services* to be provided under the *Contract* are as follows:

(Include description of any *Services* not originally contemplated in the *Contract* and not identified in Schedules 2 or 3. Where helpful, identify the phase(s) the *Extra Services* apply to and which disciplines are involved)

Other changes to the *Contract* are as follows:

(Include description of any other changes to the contract other than those noted above)



## Description of Changes to Fees or Schedule

Where the change to the *Contract* described herein involves the removal of *Basic Services* or *Additional Services* under the *Contract*, the *Contract Price* is hereby decreased by the sum of \$ \_\_\_\_\_ exclusive of *Value Added Taxes*.

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Where any *Extra Services* described herein are not to be provided at a fixed fee, the additional cost for those *Extra Services* is capped at a maximum of \$ \_\_\_\_\_ exclusive of *Value Added Taxes*. Unless approved by separate change to the *Contract*, any fees incurred in respect of the *Extra Services* described herein beyond this maximum will be paid by the *Licensed Technologist* without reimbursement by the *Client*.

Where the *Extra Services* described herein are to be provided on a time basis or at a unit rate, the rate shall be as per of the rates stipulated in [Article A18/Schedule 2] of the *Contract* or as otherwise agreed herein.

For the change to the *Contract* described herein, the *Contract Time* shall be increased/decreased by \_\_\_\_\_ *Working Days*.

## Approval by Client

I certify that I am authorized to sign on behalf of the *Client* named in the *Contract* identified above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
Corporate Seal (Where applicable)



## Approval by Licensed Technologist

I certify that I am authorized to sign on behalf of the Licensed Technologist named in the *Contract* identified above, as applicable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position/Title

Corporate Seal (Where applicable. This is not the seal issued by the OAA.)



# Memorandum

**To:** Council

William (Ted) Wilson	Loloa Alkasawat
Donald Ardiel	J. William Birdsell
Jim Butticci	Kimberly Fawcett-Smith
Natasha Krickhan	Jenny Lafrance
Michelle Longlade	Lara McKendrick
Elaine Mintz	Deo Paquette
Anna Richter	Kristiana Schuhmann
Susan Spiegel	Settimo Vilardi
Edward (Ted) Watson	Thomas Yeung
Marek Zawadzki	

FOR COUNCIL MEETING  
June 19, 2025  
(open)  
ITEM: 6.5.e

**From:** Settimo Vilardi, Chair, Policy Advisory Coordination Team (PACT)

Toon Dreessen	Ibrahim El-Hajj
Sara Jordao	Mary Ellen Lynch
Cory Stechyshyn	Ted Watson

**Date:** June 9, 2025

**Subject:** Update on the Policy Advisory Coordination Team's (PACT) work.

**Objective:** To update Council on PACT's ongoing work.

PACT met last on May 6, 2025 and will meet on June 18 for the Special Meeting to determine the 2025 Queen's Park Picks. The meeting was productive and centred around a variety of topics detailed below.

- **Legislative update:** Bill 2, *Protect Ontario Through Free Trade Within Canada Act, 2025* which proposes changes to the interprovincial movement of goods and services was passed on June 5, 2025. PACT provided productive insight into the existing processes and conditions across the provinces for architects to practice in. With their insight, the OAA [wrote to the Standing Committee on Finance and Economic Affairs](#). The Association also had the opportunity to provide [comments on the Bill via a regulatory consultation](#).

Bill 17, *Protect Ontario by Building Faster and Smarter Act, 2025*, passed on June 5, 2025. As a result of a very expedited legislative process there was very little opportunity for public comment on the bill. Despite that, upon review of the legislation, the Association identified some welcome changes and also shares concerns that have been voiced by members of the profession, others in the design/construction community, and the wider public.

Among the many changes that the legislation brings about, the OAA is particularly interested in those changes related to complete application rules as



well as the proposed updates to the Building Code Act. The OAA has issued a statement regarding this legislation that can be found on the GR Portal [here](#).

- **Big Think with CPEC:** The Big Think with CPEC members has been scheduled for July 7, 2025. PACT will report on the outcome and next steps following the meeting.
- **Queen's Park Picks:** Initial correspondence went out to all MPPs on April 16 to encourage them to nominate a building from their communities for consideration as a 2025 QP Pick. Dovetailing on this year's conference theme, MPPs are challenged to identify a "community building". Nominations were received from all across Ontario and party stripes. The period for nominations is now closed. 55 building nominations have been received from 36 MPPs this year. Meetings with MPPs to discuss the OAA's delays in Site Plan Approval report are continuing to be scheduled, with the successful completion of 3 so far.

This year's event is scheduled to take place at the Main Legislative Building at Queen's Park in Toronto on October 21 from 5:30 – 7:00 p.m.

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**Action**

None. For information only.

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**Attachments**

None.



# Memorandum

**To:** Council

Settimo Vilardi	Loloa Alkasawat
Donald Ardiel	J. William Birdsell
Jim Butticci	Kimberly Fawcett-Smith
Natasha Krickhan	Jenny Lafrance
Michelle Longlade	Lara McKendrick
Elaine Mintz	Deo Paquette
Anna Richter	Kristiana Schuhmann
Susan Spiegel	Edward (Ted) Watson
William (Ted) Wilson	Thomas Yeung
Marek Zawadzki	

FOR COUNCIL MEETING  
June 19, 2025  
(open)  
ITEM: 7.2.a

**From:** Erik Missio, Communications Manager

**Date:** June 6, 2025

**Subject:** January–June 2025 Operational Plan Update: Communications

**Objective:** To update Council on activities undertaken in relation to the Operational Plan by the Communications service area during the first half of 2025.

This memo provides a recap of activities in the Association's Communications service area from January to June 2025. It also shares progress made in relation to operational priorities, as discussed during the January planning session.

## Update on Regular Programs and Services

### Website

As a reminder, the OAA Website, comprises:

- a publicly accessible site that includes multiple sub-databases for practice information, documents, government correspondence, and other resources;
- a password-accessible site that includes certain member-facing items like RFP Alerts and access to the CSA Standards program and Mentor Directory; and
- an iMIS-supported site that includes Conference registration (and, new this year, searchable in-depth information about the event's various educational sessions and special events), annual renewals, ConEd transcripts, experience-recording resources, and the OAA store for making purchases.

(There is also a "fourth" site—[www.shiftchallenge.ca](http://www.shiftchallenge.ca)—that is focused on the biennial aspirational awards program.)



There is a continual refresh of content on all sites daily, with Communications focused on the first two and providing links (or assisting with copyediting) for the third. This includes addition of third-party Continuing Education (ConEd) [learning opportunities](#), [events of interest](#) to the profession or public, [news](#) in the media, or updates to documents in the [Practice Advisory Knowledge Base](#) or [Documents & Publications](#) database.

For the first half of the year, there were **106,000** users of the public site, with **9,700 users to the member side. As an example of the number of website visitors, for the week of May 26–June 1, there were 6,300** users.

Whenever the OAA launches programming or initiatives, the website is updated in tandem with social media and direct emails to reflect the latest information. Time-sensitive items can be found on the site's homepage, directly below a large photo of a recent Design Excellence project. Currently, the focuses are on highlights of the recent Conference in Ottawa, a call for members to submit their art for the annual SummerSketches series, and a heads up regarding the newest podcast episode.

For the first six months of 2025, there was quite a bit of important web development work, with staff undertaking the work or collaborating with the OAA's consultant, **Enginess**. In addition to the homepage and licensing information discussed elsewhere in this memo, this includes maintenance issues related to past events and Continuing Education posts, as well as further regulatory refinements related to the OAA Directory (e.g. incorporating those on leave into the register).

Additionally, numerous other webpages were redeveloped or enhanced, ranging from overhauling the [Architect page](#) or making changes related to pages related to international mobility, complaints, or CSA standards access.

Based on website analytics from January 1 to May 31, 2025, the top five pages on the **publicly accessible site** (not including the home page) are:

5. [Events Calendar](#);
4. [Practice Advisory Knowledge Base](#);
3. [Conference](#);
2. [OAA Directory](#); and
1. [Employment Opportunities](#).

For the **member-accessible site**, the five most-accessed pages are:

5. [Mentor Directory](#);
4. [Practice Advisory Knowledge Base](#);
3. [Fees & Renewals](#);
2. [Employment Opportunities](#); and
1. [Intern Architect page](#).

Given commentary related to navigation and searching, staff liaised with the Communications and Public Education Committee (CPEC) regarding improvements to user experience, as well as new layouts for the home page—more info later in this memo.

## E-communications

Staff use MailChimp to send most e-communications, including *OAA News*, *Conference Bulletins*, and the *Practice Advisory*. This third-party program connects directly to iMIS to reach an average of **7,650** for each message. The OAA enjoys an open rate of **71.8%** (this was for the March 6 e-newsletter, by way of example), which is extraordinarily high. The positive takeaway is people are opening their emails from their regulator!

For *Regulatory Bulletins* (e.g. email notices regarding the path to licensure or the mandatory ConEd program, as well as preliminary information on Council elections), Communications or Finance uses iMIS directly to send such emails to ensure they will reach the intended recipients. In concert with IT staff, the OAA is exploring having one's iMIS portal list all e-communications to ensure members can log in on demand to see all emails sent by the OAA and to avoid issues of messages being blocked or filtered.

Thus far this year, there have been 10 editions of the biweekly *OAA News* e-newsletter, each with eight to 10 news stories and additional links to the website. In addition to these "big" stories, there are departments listing upcoming events and Continuing Education opportunities, as well as recent examples of architecture in the news. Emphasis is placed on events (including information on virtually attending Council's open sessions), volunteer/consultation activities, and regulatory matters.

In this same timeframe, there have also been nine *Conference Bulletins* and three *Practice Advisories* e-bulletins, developed with the Practice Advisory Services (PAS) team. There was also the inaugural issue of *Intern News* (targeting Student Associates, Student Technologists, Intern Technologists, and Intern Architects), which is being envisioned as quarterly.

On the other hand, fewer *OAA Special News* were sent this year to avoid concerns of email fatigue. A standalone notice reminding people to submit for the SHIFT Challenge was sent in January, while a piece encouraging members to renew or sign up for CSA standards access will go out later this month.

## Social Media

Based on discussions at the February Council Planning Session, the OAA is no longer active on **Twitter/X**.

The Communications team continues to use **Instagram** and **Facebook** to share most of the information found in its e-newsletters and website. Beyond sharing news and events of interest to the architecture profession, campaigns include the promotion of the SHIFT jury and their eventual selections, as well as summaries of events at Conference. An example of a popular Instagram post would be the look at SHIFT Jury Day in February, which had more than **4,230** organic views. A popular Facebook post was the one announcing the election of **Ted Wilson** as OAA Council President, which had **474** impressions.

**LinkedIn** is used for "big" stories, as well as the sharing of *Practice Advisories* and items related to Continuing Education opportunities. A piece on site plan approval reform drew **5,102** impressions.





**YouTube** includes the new OAA Renew+Refresh Headquarters videos discussed later in this memo, the 2025 Annual General Meeting (AGM), podcast episodes and, on a biweekly basis, recordings of the OAA Continuing Education Webinar Series. The five most popular long-form videos on the [OAA YouTube Channel](#) over the past six months include:

5. [OAA Webinar: Practically Magic—Practical Applications for AI in Architecture and Construction](#);
4. OAA Virtual Keynote with Larry Beasley (available for one month to the public);
3. [OAA Architecturally Speaking Podcast: Building Wellness—How Hospital Design Impacts Health and Community](#);
2. [2021 OAA Conference Session: Architects, Stop Worrying About Dew Point!](#); and
1. [OAA Webinar: Navigating Ontario's New 2024 Building Code](#).

As shown below, overall social media audiences are growing.



Followers: **8,749** (up 250 followers from December 2024)



Followers: **~2,700** (constant from December 2024)



Followers: **17, 618** (up 1,841 from December 2024).



Subscribers: **1,034** (up significantly from last year)

## Public Outreach

The OAA received a strong turnout at its headquarters during **Doors Open Toronto**, welcoming **more than 650** visitors over the **May 24–25** weekend. This year's city-wide event, themed "The City is Your Playground; Get Ready to Play," offered the public the opportunity to explore Toronto's architecture and cultural heritage. The OAA Headquarters proved to be a popular selection, especially given that its location is not as immediately transit-accessible or walkable as many downtown buildings.

At the OAA's headquarters, visitors gained insight into the role of architecture in shaping sustainable communities with special tours led by Architects **Sheena Sharp** and **David Fujiwara**. The event further highlighted the OAA's commitment to climate action, as the Association premiered its aforementioned Renew+Refresh video series. Supported by



Toronto Society of Architects (TSA) volunteers, staff interacted with the public and explained more about the Association's regulatory role and the importance of architecture; books showcasing SHIFT Challenge and Design Excellence winners were also very popular.

In the first half of 2025, the OAA also supported numerous Local Architectural Society and third-party events by sponsoring programming via Public Awareness Funding and Special Project Funding, as detailed in previous CPEC memos. Many of these initiatives were intended for public audiences and amplify the OAA's fulfilment of the secondary objects of the *Architects Act*, as outlined in the five-year Strategic Plan.

Communications staff assisted the Registrar and President in authoring online articles for the Ontario Building Officials Association's *OBOA Journal* to connect with other industry partners. Articles written in the first half of 2025 include "Limited Licences and the Architecture Profession: What You Need to Know About the OAA's New Member Type" (March) and "Taking Building Project Review from Good to Great" (June).

Communications sent press releases to media on certain items, including:

- ["Sudbury Architect & Master Lecturer Named New OAA President;"](#)
- ["Announcing the Six Selections for the OAA's SHIFT2025 Challenge;"](#)
- ["OAA Study Highlights Urgent Need for Site Plan Approval Reform;"](#) and
- ["Architecture Conference, Reshaping Communities, Takes Place This Week in Ottawa."](#)

OAA staff assisted the President, Executive Director, or other members of Council with various media opportunities. Thus far in 2025, the President was quoted in articles for *Daily Commercial News* (most recently on-site plan approval) and had quotes picked up in other channels, including *Canadian Architect*. Similarly, Communications staff offer support with respect to speaking notes for events on a variety of scales, including Conference, virtual keynotes, and ceremonies for the various schools of architecture.

## Podcasting

During the second part of the year, the OAA shared another two episodes of the public-facing ***Architecturally Speaking*** podcast series. The following links are to YouTube, though episodes are on the [OAA Website](#) and via other podcast sources:

- ["Reviving Old Spaces: The Art of Adaptive Reuse in Architecture"](#) (with architect, author, and television personality, **Dee Dee Taylor Eustace**); and
- ["Building Wellness: How Hospital Design Impacts Health and Community"](#) (with architect **Robin Snell**).

The series, which is at more than **3,700** downloads, will continue with another seven more episodes in 2025. Most downloads come from Apple Podcast, followed by Spotify.

## Annual Report

Each year, the OAA Communications Team works with other service areas to develop the Association's Annual Report within a time frame to ensure it is ready for the AGM. This heavily illustrated digital document, which is also [uploaded on the OAA Website](#), provides a snapshot of the previous year of the Association's activities and programs, and includes various analytics and statistics, as well as financial information and messages from the President, Senior Vice President & Treasurer, Registrar, and Executive Director. This year, it underwent a design overhaul to make it an accessible, digestible read while still being comprehensive in scope

## Awards

For the first six months of 2025, the Awards focus has been on the SHIFT Challenge, *Reshaping Communities*. This edition of the biennial OAA Awards program looks to underscore the vital role architectural thinking plays in evolving how our built environments respond to today's most pressing challenges. **Almost 40** submissions were received for the January deadline—a number higher than the past round of the program. This deadline was extended on the last day from the morning to midnight to allow more administrative assistance from OAA staff, but the news did not reach all participants—there is an important lesson learned on how to communicate with SHIFT teams that will be applied for future iterations of the program.

Jury Day was held at the OAA Headquarters in February, with [the panel](#) making six selections. Since then, OAA staff have updated the SHIFT site and been working with the *Canadian Architect* production team (and author Adele Weder) to finalize the SHIFT hard-copy publication and plan an event in Ottawa as part of Conference. Preliminary work has begun on fall lectures at the OAA Headquarters to [explore the six ideas](#) in greater depth.

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## Update on Progress Toward Special Operational Activities or Projects

This section explores the ongoing status of specific items mentioned during Council's strategic planning session in February 2025.

## Limited Licence Communications

In concert with the Office of the Register (OOTR), the Communications team has been creating new content related to Student Technologists, Intern Technologists, Licensed Technologists, and the OAA Technology Program (OTP) for the OAA Website.

Additionally, existing content meant to apply to all members has been rewritten with more inclusive language to reflect the limited licence holders—for example, "Architects should do X" is being replaced with "OAA members should do X" or "Architects and Licensed Technologists should do X," in instances where this applies. Examples include the OAA Directory, mentor information, Continuing Education requirements, fees and renewals, and public-facing material.

Working with Practice Advisory Services (PAS), the Communications team has also been replacing updated Practice Tips, contracts, and other documents with language to reflect holders of certificates of practice (CoPs) and limited licences.

Licensed Technologists, Intern Technologists, and Student Technologists have been added to the mailing lists for newsletters like *OAA News* and the *Practice Advisory*, as well as the new *Intern News* (for the latter two statuses). News items specific to those individuals (e.g. Licensed Technologist exam deadlines) are also being incorporated.

In the second half of 2025, the Communications team will continue to work with OOTR and the Executive Director to identify ways to further share information about the OTP with industry partners and media, while also highlighting the role and importance of Licensed Technologists to CoP holders and other Architects.

### **Improve Social Media**

The OAA continues to review its use of social media (discussed previously in this memo) and will look to the membership for feedback later this year. It has [created an account on BlueSky](#) for possible future use, though it is currently inactive. (It has more than 50 followers prior to any real posting.)

In the latter half of 2025, the team will expand its use of video content from YouTube and experiment with sharing more on Instagram, Facebook, and LinkedIn. The creation of a social media calendar, with evergreen messaging, continues to be an ongoing project.

### **OAA Awards Programs**

As covered earlier in this memo, the SHIFT Challenge was a success, with some lessons learned for the next iteration in two years and more work planned for the summer and fall.

With respect to the Design Excellence and Service Awards, the call for entries will be shared in the fall, while CPEC will also be reviewing the general jurying policies for any housekeeping or timely updates. Winners of the 2026 Awards program will be spotlighted at next year's Conference in the Kitchener-Waterloo Region.

### **Improving the OAA Website**

Based on feedback from CPEC, OAA staff have redesigned the homepage of the OAA Website to prioritize timely content, improve wayfinding, and ease navigability. As this memo is being written, the team is working with Enginess to realise the new design while ensuring accessibility and responsiveness to various devices.

This homepage redesign is lower-hanging fruit in the advent of more work on improving navigability and searchability for the entire site. Staff have had preliminary discussions with UX (user experience) consultants and continue to reference websites of other architectural organizations and regulators to determine additional improvements as the site approaches a half-decade of use. It will also explore, with direction of PAS, how to continue streamlining the Documents & Publications Portal and Practice Advisory Knowledge Base.

### **Further Episodes of OAA Podcast**

The Public Outreach Specialist continues to work with producer **Peter Reynolds** and host **Ryan Schwartz** on new episodes of *Architecturally Speaking*, the OAA podcast, with

seven more planned to be recorded this calendar year. With respect to guests and topics, CPEC is being consulted, and recent SHIFT recipients will also be contacted.

### **OAA Headquarters**

The five short videos produced by Universus Media Group, about the Association's zero net carbon headquarters, made their debut as part of Doors Open Toronto weekend, playing throughout the building as members of the public came in for tours. These Renew+Refresh videos are available on YouTube, as previously mentioned.

Given the success of Fujiwara and Sharp's tours during the weekend, Communications staff will explore the viability of a similar "open house" in the fall for OAA members.

As work continues on the landscape design project, a plan will be developed on how to share information about the specific work with the membership, as well as the broader collaborations between the architecture and landscape professions, with the public.

### **Work with Local Societies**

The Communications Team's Public Outreach Specialist and Arch Grad continue to liaise with the Local Architectural Society chairs and Council Liaisons to further dialogue about the relationship between the Association and these important groups. This includes regular virtual meetings, as well as the in-person gathering in Ottawa as part of the leadup to Conference. Recently announced, the OAA x Local Society Meetings will take place throughout the summer and fall, enabling additional dialogue and examination of local engagement with the public and the profession.

OAA staff continue to build out the member-side Local Society resources page, explore funding mechanisms, and, with CPEC, review Special Project Funding administration.

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### **Action**

None. For information only.

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### **Attachments**

None.

# Memorandum

**To: Council**

William (Ted) Wilson	Loloa Alkasawat
Donald Ardiel	J. William Birdsell
Jim Buttici	Kimberly Fawcett-Smith
Natasha Krickhan	Jenny Lafrance
Michelle Longlade	Lara McKendrick
Elaine Mintz	Deo Paquette
Anna Richter	Kristiana Schuhmann
Susan Spiegel	Settimo Vilardi
Edward (Ted) Watson	Thomas Yeung
Marek Zawadzki	

FOR COUNCIL MEETING  
June 19, 2025  
(open)  
ITEM: 7.2.b

**From:** Claire Hepburn, Deputy Registrar

**Date:** June 6, 2025

**Subject:** Semi-annual Update – Continuing Education Service Area

**Objective:** To provide a mid year update on the activities under the Continuing Education service area.

## OAA Webinar Series

From January to June 2025, there were 773 enrollments. There were 17 webinars offered and four were free to members during this six-month period.

Here is a list of OAA webinars offered to members during this period:

- 1) January 9<sup>th</sup> - [Designing Futures: Biophilic Architecture and Sustainable Well-being in Educational Spaces](#)
- 2) January 16<sup>th</sup> - [Massive Passive: Innovations in Affordable Housing through Mass Timber Passive House Construction](#)
- 3) January 21<sup>st</sup> - [Effective Project Planning for Tall Timber Residential Buildings](#)
- 4) February 6<sup>th</sup> - [Building Food: Programming Nature and Food Within the Built Environment](#)
- 5) February 27<sup>th</sup> - [Beauty in Architecture: The Role of Aesthetics in Building](#)
- 6) March 13<sup>th</sup> - [Understanding your rights and obligations under the Occupational Health and Safety Act](#) - FREE
- 7) March 18<sup>th</sup> - [OAA 2025 Virtual Keynote with Larry Beasley](#) - FREE



- 8) March 20<sup>th</sup> - [Securing the Foundation: Tips & Tricks for Building a Cyber Resilient Organization](#) - FREE
- 9) April 3<sup>rd</sup> - [Know Your Impact: Findings and Outcomes from the Carbon Coalition Conference](#)
- 10) April 17<sup>th</sup> - [The Role of Architecture in Shaping Equitable Communities](#)
- 11) April 24<sup>th</sup> - [Workplace Harassment Provisions & Obligations Under Ontario's OHSA](#) - FREE
- 12) May 1<sup>st</sup> - Pro-Demnity Technical Requirements for Precast Concrete
- 13) May 8<sup>th</sup> - [Innovation in Child-Care Design](#)
- 14) May 22<sup>nd</sup> - [Utopia to Utility: Re-examining Critical Urban Nodes](#)
- 15) May 29<sup>th</sup> - [ConCave, a Case Study for 3D Printing of Concrete](#)
- 16) June 5<sup>th</sup> - [REACHing for Climate Resilience in the Built Environment](#)
- 17) June 26<sup>th</sup> - [Innisfil – Establishing a Well-Connected Transit Community](#)

The 2025 Spring Call for Proposals is currently wrapping up and ConEd Staff are working closely with the Continuing Education Advisory Committee to select the next series of webinars for the remainder of 2025.

A few notable enhancements to the OAA's webinar series this year:

- We are placing greater emphasis on addressing key competency gaps and areas of professional risk, with a particular focus on occupational health and safety, workplace harassment, and cybersecurity.
- We are actively surveying the profession to identify emerging areas of interest. For instance, in response to recent feedback, we will be offering a summer webinar on conflict resolution, presented by our popular and highly regarded speaker, Will Goldbloom
- We are actively expanding our outreach efforts to identify and engage exceptional speakers with subject-matter expertise—particularly in the areas of climate change, housing, and community issues. This includes tapping into professional networks and inviting recommendations from our members. Our goal is to highlight diverse voices and innovative thinking that reflect the evolving needs of the profession
- We will collaborate closely with the marketing team to effectively promote our upcoming webinars and maximize their reach

### **Online Course “Fundamentals of Running an Architectural Practice”**

In partnership with the University of Toronto School of Continuing Studies (U of T), the OAA's *Fundamentals of Running an Architectural Practice* (FRAP) course is now offered once a year, due to steadily declining enrolment. In response, we'll be exploring new



ways to deliver the content—such as bundling it differently or offering it in smaller, more flexible segments—to better meet the needs and schedules of participants.

Currently, the course is eligible for 31 structured learning hours under the OAA Continuing Education Program.

The 2025 winter semester had 18 learners registered. The School of Continuing Studies has reported that other courses are experiencing similar low enrollment numbers.

This summer, the annual course content will be reviewed and updated.

OAA staff and U of T continuing studies administrators meet once a month to address any ongoing matters with FRAP and the Admission Course. This year marks the final year of the current contract between the OAA and U of T, and negotiations are currently underway to renew and potentially restructure the agreement—ensuring the program remains relevant, effective, and financially viable. The relationship between the OAA and U of T continues to be strong and we look forward to continuing our collaborative work together.

### **Admission Course**

The OAA Admission Course is a mandatory requirement for licensure for all Intern Architects in the IAP. The course is offered in partnership with the U of T.

The online course is offered three times a year.

For this reporting period, it was offered twice, the Winter Semester, (from January 13 – March 16) and the Spring Semester, (from April 7 – June 8) with a total of 206 enrolled.

This summer, the annual course content will be reviewed and updated.

The modules of the Admission Course are offered to members through the OAA's Self-Study Series, specifically designed as a review and refresh opportunity of foundational practice material. For this period, 49 learners enrolled in self-study modules.

### **OAA Conference 2025 in Ottawa**

[The OAA Conference](#) in Ottawa was a resounding success—bringing together inspiring speakers, engaging experiential learning sessions, and a vibrant community of professionals for a truly memorable and energizing experience for the 573 attendees, with 25 in-class sessions and 14 Experiential Learning opportunities.

#### ***Conference Sessions***

1. Transforming Communities through a Participative Design Process (opening plenary)





2. Kiweki Point- Big River Landscape
3. Designing for Climate-Positive, Inclusive Future
4. From Blight to Light: Homeless Housing for Urban Renewal
5. Transformations and Embodied Carbon Strategies
6. David vs Goliath Hosted by Pro-Demnity Inc.
7. The Importance of R +D in Architectural Practice
8. Accessibility Best Practice: Experience the Difference
9. How to Apply OBC Part 11 to your Projects
10. Designing the High Heritage Spaces of Centre Block
11. Regenerating Ottawa's West Memorial Building
12. The University as a City Builder
13. Detroit Arising
14. Social Media for Architects
15. True Identity Branding: Leverage Your Firm's Leadership
16. TEUI3: Expanding our Options in Low Carbon Design
17. Low-rise Infill Walkable and Complete Neighbourhoods
18. The Canadian Canoe Museum
19. Reforming Procurement: A Grassroots Initiative
20. Innovation in Child Care Design
21. The Office-to-Residential Conversion Solution
22. Designing Resilient Communities: Lessons from Zibi Common
23. Carbon Literacy for Sustainable and Low Carbon Buildings
24. Achieving Universal Accessibility in Heritage Buildings
25. Reimagining Heritage: A Net-Zero Indigenous Cultural Space (closing plenary)

#### *Experiential Learning*

1. Indigenous Learning Experience



2. Federal Properties in Transition: Tunney's Pasture and Confederation Heights
3. Explore Sparks Street & National Monuments
4. Kiweki Point Guided Site Tour
5. The Lines We Draw: Sketching
6. Exploring the Capital: Parliament
7. Pindigen Park: LeBreton Interim Landscape Improvements
8. Diefenbunker: Preserving Canada's Cold War Legacy
9. Rockcliffe Park Heritage Conservation District and National Historic Site of Canada
10. A Capital For the People- Grébers Great Plan
11. The Lines We Draw: Sketching
12. Flora Footbridge and Vimy Memorial Bridge
13. Zibi Common: Behind the Scenes of Sustainable Urban Living
14. Walking in the Footsteps of the Algonquin Anishinaabe: An Indigenous Exploration of Ottawa

#### **Enhancements to iMIS and the Continuing Education Policy**

We are currently upgrading our iMIS database to support a more user-friendly interface for members' continuing education transcripts. The upgrades will significantly streamline the end-of-cycle process and improve overall efficiency.

During this upgrade, we identified some discrepancies between the existing policy and the actual process, specifically as it relates to the learning hours required for members on leave. As a result, we have updated the policy to better align with current practices and the On Leave Council Policy. We have also included an expanded definition of "Structured Learning" in the Policy to include tours led by an [OAA Local Architectural Society](#), in accordance with the change approved by Council in 2024. A redlined copy of the revised policy is attached for your review and feedback.

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#### **Action**

None. For information only.

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#### **Attachments**

Revised Continuing Education Policy (Redlined)

Revised Continuing Education Policy (Clean Copy)





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## Council Policy

Policy Name: **Continuing Education Policy**

Issue Date: **June 20, 2024**; matters related to limited licence and non-compliance come into force upon government proclamation

Revision Dates: N/A

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### Part 1: Definitions

“Act” means the [Architects Act, R.S.O. 1990, c. A.26](#)

“Association” means the [Ontario Association of Architects](#)

“Continuing Education Competency Framework” means all professional, ethical, and substantive tools and resources to maintain and develop OAA members’ competence and ethical practice, as it relates to the business or practice of architecture, and includes, without limitation:

- a) All competencies required for entry into the profession;
- b) Professional and technical knowledge and skills;
- c) Leadership and client management skills;
- d) Risk management;
- e) Administrative, legal, and regulatory knowledge;
- f) Professional and ethical conduct;
- g) Equity and social justice issues as they relate to the profession and the built environment;
- h) Ontario Building Code and National Building Code of Canada;
- i) Heritage and restoration;
- j) Climate action and sustainability.

“Continuing Education Program” means the program for continuing education of members established by Council.

“Council” means the Council of the Association

“Education Providers” includes any other professional associations, architectural societies, architectural advocacy groups, educational institutions, architectural firms, or commercial organizations that offer learning activities that accord with the Competency Framework.

“Learning hours” means hours approved by Council for continuing education and shall be reported in accordance with sections 3.9 to 3.14 of this Policy.

“Licence holder” means a person who has been granted a licence to engage in the practice of architecture issued under the Act.

“Limited licence holder” means a person who has been granted a limited licence to engage in the practice of architecture

under the Act.

“Member” means a Licence holder, Limited licence holder, or Licence holder who holds non-practising status.

“Non-compliant” means failure to meet the Continuing Education Program requirements by the Reporting Cycle deadline.

“Reporting Cycle” means the period of time designated by the Association in which Learning hours must be completed and recorded in the manner established in this Policy.

“Regulations” means the regulations made under [Architects Act, R.S.O. 1990, c. A.26](#)

“Structured learning hours” includes activities that are organized educational sessions offered by Education Providers, are a minimum one hour in length, include a live question and answer period and/or assessment, and are supported by evidence of participation at the time the Learning hours are acquired. Activities must constitute the following educational categories: in-person learning, distance education, and teaching. In-person learning includes attendance in lectures, college/university courses, Lunch & Learns, and participation in an eligible tour led by an [OAA Local Architectural Society](#).

“Unstructured learning hours” encompasses all learning activities that an OAA member may perform in a professional capacity or other activities that accord with the Competency Framework.

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## **Part 2: Background**

2.1 This Policy establishes the rules and procedures for completion of and compliance with the Continuing Education Program and should be read in tandem with the Act and the Regulations. If there is a conflict between the Policy and the provisions of the Act or Regulations, the provisions of the Act and Regulations prevail.

2.2 This Policy shall replace the following OAA Council policies:

- a. Continuing Education Non-Compliance Procedure
- b. Continuing Education Requirements for New Members, Re-application, Re-instated Members and Members Under Suspension
- c. Continuing Education – Fines for Non-Compliance

2.3 This Policy shall replace the following administrative policies:

- a. Continuing Education Collection of Payments
  - b. Continuing Education Program – Prorated Maximum Hours
  - c. Continuing Education Program – Retroactive hours
  - d. Continuing Education Program Compliance Audit Policy
- 

## **Part 3: Continuing Education Requirements**

### Learning hours

3.1 Licence holders must complete 70 Learning hours every Reporting Cycle that shall include:

- a. at least 25 Structured Learning hours;
- b. the remaining may be Unstructured Learning hours;
- c. such further and other learning that Council shall require.

3.2 Limited Licence holders must complete 35 Learning hours every Reporting Cycle that shall include:

- a. At least 12 hours of structured Learning hours;
- b. The remaining may be unstructured Learning hours;
- c. such further and other learning that Council shall require.



3.3 Those who hold the status of non-practising member must complete 35 learning hours every Reporting Cycle all of which may be Unstructured.

#### Carry-Over

3.4 A licence holder may carry over up to 10 Structured Learning hours and up to 20 Unstructured Learning hours to the next Reporting Cycle. Learning hours may not be carried over more than one Reporting Cycle.

3.5 A limited licence holder may carry over up to 5 Structured Learning hours and up to 10 Unstructured Learning hours to the next Reporting Cycle. Learning hours may not be carried over more than one Reporting Cycle.

#### Status Changes

3.6 If a member changes to non-practising status at any point during the Reporting Cycle, the member's required Learning hours will be those set out in section 3.3.

#### New Members

3.7 If a member joins the Association within the first six months of a Reporting Cycle, the member will be required to complete 100% of the Learning hours set out in section 3.1, 3.2, or 3.3 as applicable.

3.8 If a member joins the Association between six to eighteen months of the Reporting Cycle, the member will be required to complete 50% of the Learning hours set out in section 3.1, 3.2 or 3.3, as applicable.

3.9 If a member joins the Association within the final six months of the Reporting Cycle, the member will not be required to complete any of the Learning hours set out in section 3.1 3.2 or 3.3, as applicable.

3.10 New members can report to their transcript Continuing Education Learning hours completed one year prior to date of licensure provided that such learning activities meet all Continuing Education criteria.

#### Form, Format and Manner of Reporting

3.11 Members shall record learning hours in the manner established in this Policy and as further detailed by the Association.

3.11.1 The Association shall record Learning hours for all webinars, conference sessions, Council meetings, and Committee meetings administered by the Association, but only if the member attends at least 80% of the learning activity.

3.12 For learning activities not administered by the Association, members shall keep all documents substantiating the member's proof of attendance at Structured Learning hours reported to the Association for six months after the end of the Reporting Cycle in which they were reported. Proof of attendance need only be submitted to the Association in accordance with paragraphs 3.13 to 3.15 of this Policy.

3.13 Acceptable proof of attendance includes a certificate, a diploma, a letter of attendance from the provider, and/or an email attendance confirmation and such proof must include: the presentation title, total time, and date of completion; attendee's name; and provider's name and email address.

3.14 Members shall keep a record of Unstructured Learning hours, which shall include a description, the length, and date of the learning activity for six months after the end of the Reporting Cycle in which they were reported.



#### Requirement to Provide Information

3.15 During the Reporting Cycle and up to six months thereafter, the Association may require a member to provide documents about the member's completion of their Structured Learning hours. Every two years (each Reporting Cycle) using an automated random selection process, 1% – 3% of OAA members' ConEd transcripts are audited and reviewed for factual ConEd compliance.

3.16 The Association shall notify the member in writing of the requirement to provide information under section 3.15 and shall send the member a detailed list of the information to be provided and shall specify a time period of no fewer than ten business days after the notice was sent.

3.17 On request of the member, the Association may, but shall not be required to, extend the time within which the member is required to provide the information.

#### Prorated Maximum Hours

3.18 The maximum hours per learning category that can be reported each Reporting Cycle vary for each OAA member type and status. If a member's status changes to On Leave or non-practicing (or both), the maximum hours per learning category will change; refer to the table in Appendix A to this policy.

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### **Part 4: Jurisdiction Declaration**

4.1 Members who are licenced in more than one Canadian jurisdiction with an equivalency agreement in place with the Association, may elect, using the prescribed form, to designate an applicable jurisdiction in which to report their Learning hours.

4.2 Members must submit the prescribed form to the Association, designating one primary reporting jurisdiction, upon application for licence in another Canadian jurisdiction.

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### **Part 5: Non-Compliance Procedure**

5.1 Non-compliance with the OAA's Mandatory Continuing Education Program (ConEd) is a serious matter. Members shall be deemed non-compliant when their transcript fails to reflect completion of the required number of Learning hours as required under Part 3 of this Policy, by 5:00 p.m. ET of the last day of the Reporting Cycle.

5.1.1. Members who have elected to report their Learning hours to another Canadian jurisdiction with equivalency in place with the Association, shall be deemed non-compliant if and when the Association receives notice that the member is non-compliant in the primary reporting jurisdiction.

5.2 The process to administer non-compliance with the OAA's mandatory Continuing Education Program is a time-consuming and costly process. All members who have been deemed non-compliant shall be required to pay a ConEd fee of \$750.

5.3 On application of a member using the prescribed form, the Association may, for the previous Reporting Cycle:

5.3.1 exempt the member from the Requirement under section 3.1., 3.2, or 3.3,

5.3.2 reduce the number of Learning hours that the member is required to complete under section 3.1., 3.2, or 3.3, and/or

5.3.3 waive or reduce the non-compliance fee<sup>1</sup>.



5.4 When considering an application under section 5.3, the Association shall have regard to the Association's duty to accommodate in accordance with the Human Rights Code., R.S.O. 1990, c. H.19.

5.5 When refusing an application under section 5.3, the Association shall not be required to provide reasons for refusal and the decision shall be final, with no right of appeal.

5.6 Unless a member has been granted an exemption of any outstanding Learning hours under this policy, a member shall have 90 days after the end of the Reporting Cycle to complete the Learning hours, failing which the Registrar may administratively suspend the member's licence or limited licence, pursuant to section 54 of the Regulations.

5.6.1 A member whose licence is administratively suspended must comply with all of the provisions of the Act and its Regulations which deal with suspensions.

5.7 The Registrar shall provide the member with at least 10 days' notice prior to issuing the administrative suspension, and the notice shall include the number and type of Learning hours the member is required to complete.

5.8 An administrative suspension will be administered in accordance with section 54 of the Regulations.

5.9 Nothing in this policy shall prevent the Registrar from cancelling a licence, limited licence, certificate of practice or temporary licence, in accordance with section 28(3) of the Act.

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## **Part 6: Re-applications, Reinstatements, Leave of Absences, and Members Under Suspension**

6.1 In order to be eligible for reapplication or reinstatement, the individual must first complete and record any outstanding continuing education requirements for the last Reporting Cycle in which they were a member, as well as any outstanding requirements from a previous Continuing Education Reporting Cycle.

- i. If the individual left a cycle between **July 1 and December 31** (the first six months of a Reporting Cycle), they are not required to complete any requirements for that cycle prior to being eligible for reapplication or reinstatement.
- ii. If the individual left a cycle between **January 1 and December 31** (the middle 12 months of a 24-month Reporting Cycle) they must complete and record half of the Learning hours set out in section 3.1, 3.2, or 3.3 (as applicable) for that cycle prior to being eligible for reapplication or reinstatement.
- iii. If the individual left a cycle between **January 1 and June 30** (the final six months of a 24-month Reporting Cycle), they must complete and record all the Learning hours set out in section 3.1, 3.2, or 3.3 (as applicable) for that cycle before being eligible for reapplication or reinstatement.

6.2 Once the individual has completed and recorded the outstanding cycle requirements, and reapplication or reinstatement has been approved, the member will be subject to the continuing education requirements for that Reporting Cycle as set out in section 3.7, 3.8, or 3.9 (New Members) of this Policy as applicable.

6.3 Notwithstanding the above, any member who has been granted leave or surrendered their licence, limited licence or whose status has been cancelled, and then applies for reapplication or reinstatement within the same Reporting Cycle will be subject to the requirements as set out in section 3.7, 3.8, or 3.9 (New Members) of this Policy as applicable.

6.4 Prior to reinstatement, the member shall be required to demonstrate that they have completed all Learning hours for the previous cycle and paid all outstanding fines and fees, in accordance with Schedule A of the Association's Bylaws.

6.5 If an individual has not been a member for more than three years and is applying for licence or limited licence and does not have any outstanding disciplinary condition, they will be subject to the same continuing education requirements as a new member. Any incomplete Learning hours prior to the three-year period will not be carried forward. Council may, however, when considering an exemption request from a former member, direct the applicant to undertake specific activities under the OAA's Continuing Education Program to ensure that the individual is current in the practice of architecture.





6.6 Any individual whose licence or limited licence is suspended will be subject to the full Continuing Education requirements for the Reporting Cycle(s) in which the suspension is in effect.

6.7 If a member takes non-practising status at any time in the Reporting Cycle, the full 35 hours of learning is required.

6.8 If a member is granted a leave of absence under the OAA Council Leave Policy, the member will be directed by OAA staff, in writing, as to their:

- i. minimum required learning hours for the reporting cycle in which the leave began, and
- ii. upon return from the leave of absence, the minimum required learning hours for the reporting cycle in which the member returns;
- iii. both of which will correspond to the segment of the reporting cycle in which the member left and returned, as set out at section 6.1.

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## Part 7: Collection of Payments

7.1 The collection of fees/payments as it relates to Continuing Education activities offered directly by the OAA is administered by OAA staff.

7.2 Three days prior to each scheduled event ConEd staff will send a reminder to all registrants who have not paid indicating that payment is due immediately and in advance of the session.

7.3 After a session is complete, ConEd staff reconciles attendance, registration and payment lists to identify any inconsistencies. ConEd staff will provide the reconciliation list to finance staff and provide the following instructions based on the list as marked:

- i. Where a member has registered for the session, paid in full, and attended the session, no action is required.
- ii. Where a member has registered for the session, paid in full, and did not attend the session, no further action is required unless the member requests a refund. In that case, a full refund may be granted provided the member can substantiate incapacity to attend the session. The decision to grant the refund will be based medical and/or other exceptional circumstances that prevented the individual from attending. Workload and/or other last-minute scheduling conflicts are not considered exceptional circumstances. The OAA Office of the Registrar will advise finance staff whether to process the refund.
- iii. Where a member has registered for the session, did not pay, however did attend the session, the outstanding payment will be collected by finance staff as per established procedures.
- iv. Where a member did not register for the session, however, did attend the session and signed in accordingly, the outstanding payment is to be collected by finance staff as per established procedures.

7.4 In the event that a member does not pay an outstanding invoice for Continuing Education, that member will not be permitted to register for future events until the outstanding debt is paid.

7.5 Only cancellations that are submitted in writing (i.e. email) will be considered.

- i. A full refund will be provided if the cancellation is made up to 48 hours prior to the ConEd session.
- ii. Cancellation requests received less than 48 hours prior to the event will not be considered, unless the individual can substantiate exceptional circumstances that prevented him/her from attending.

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<sup>1</sup>A request for a waiver, reduction, or deferral of the ConEd non-compliance fee under this policy is available, if the following criteria are met:

- a. Within ninety (90) days of the date the fee was issued, the recipient of the fee must send a written request to the Registrar which includes:
  1. The amount of the fee they are requesting be waived, reduced or deferred.
  2. The reason for the request.
- b. The reasons for the Request must accord with the OAA's duty to accommodate under the Human Rights Code.
- c. The Registrar shall make all decisions related to the Request and the decision of the Registrar is final.



d. *A written decision on a Request that is properly submitted in accordance with this Policy shall be provided within 45 days of the Request being received by the OAA. Reasons for the decision will only be provided when the request has been denied entirely and when the recipient of the fee submits a written request for reasons.*

*Relief under this policy may be granted a maximum of three times within a ten-year period.*



## Council Policy

Policy Name **Continuing Education Policy – Appendix A**

Issue Date **August 11, 2015**

Revision Dates **June 20, 2024**

### Continuing Education Program prorated maximum hours for members.

The maximum hours per cycle that can be reported vary for each OAA member type and status. If a member's status changes to On Leave or non-practicing (or both), the maximum hours reported per learning category will change as per the table below.

<i>Total Structured Hours Req'd = 25 hours</i> <i>Structured Carry Over Max = 10 hours</i> <i>Total Unstructured Hours Req'd = 45 hours</i> <i>Unstructured Carry Over Max = 20 hours</i>	Architect	Architect Non-practising
Minimum Structured Hours <sup>12</sup>	25	0
Minimum Unstructured Hours	45	35
Maximum Structured Carry Over	10	10
Maximum Unstructured Carry Over	20	20
Max Teaching (S)	25	13
Max Committee (U)	25	13
Max Council (U)	30	15
Max Discussions (U)	25	13
Max Mentor (U)	10	5
Max Teaching (U)	25	13
Max Multi Media (U)	15	8
Max Research (U)	45	23
Max Tour (U)	15	8
Max Writing (U)	25	13

<sup>1</sup> There are no maximums for structured learning hours for in-person learning and/or distance education

<sup>2</sup> Council approved a mandatory minimum of 2 climate action hours for the 2024-2026 cycle

<i>Total Structured Hours Req'd = 12 hours</i> <i>Structured Carry Over Max = 5 hours</i> <i>Total Unstructured Hours Req'd = 23 hours</i> <i>Unstructured Carry Over Max = 10 hours</i>	<b>Licensed Technologist</b>	<b>Licensed Technologist Non-practising</b>
Minimum Structured Hours	12	0
Minimum Unstructured Hours	23	35
Max Teaching (S)	13	7
Max Committee (U)	13	7
Max Council (U)	15	8
Max Discussions (U)	13	7
Max Mentor (U)	5	3
Max Teaching(U)	13	7
Max Multi Media (U)	8	4
Max Research (U)	23	12
Max Tour (U)	8	4
Max Writing (U)	13	7





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## Council Policy

Policy Name: **Continuing Education Policy**

Issue Date: **June 20, 2024**; matters related to limited licence and non-compliance come into force upon government proclamation

Revision Dates: N/A

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### Part 1: Definitions

“Act” means the [Architects Act, R.S.O. 1990, c. A.26](#)

“Association” means the [Ontario Association of Architects](#)

“Continuing Education Competency Framework” means all professional, ethical, and substantive tools and resources to maintain and develop OAA members’ competence and ethical practice, as it relates to the business or practice of architecture, and includes, without limitation:

- a) All competencies required for entry into the profession;
- b) Professional and technical knowledge and skills;
- c) Leadership and client management skills;
- d) Risk management;
- e) Administrative, legal, and regulatory knowledge;
- f) Professional and ethical conduct;
- g) Equity and social justice issues as they relate to the profession and the built environment;
- h) Ontario Building Code and National Building Code of Canada;
- i) Heritage and restoration;
- j) Climate action and sustainability.

“Continuing Education Program” means the program for continuing education of members established by Council.

“Council” means the Council of the Association

“Education Providers” includes any other professional associations, architectural societies, architectural advocacy groups, educational institutions, architectural firms, or commercial organizations that offer learning activities that accord with the Competency Framework.

“Learning hours” means hours approved by Council for continuing education and shall be reported in accordance with sections 3.9 to 3.14 of this Policy.

“Licence holder” means a person who has been granted a licence to engage in the practice of architecture issued under the Act.

“Limited licence holder” means a person who has been granted a limited licence to engage in the practice of architecture

under the Act.

“Member” means a Licence holder, Limited licence holder, or Licence holder who holds non-practising status.

“Non-compliant” means failure to meet the Continuing Education Program requirements by the Reporting Cycle deadline.

“Reporting Cycle” means the period of time designated by the Association in which Learning hours must be completed and recorded in the manner established in this Policy.

“Regulations” means the regulations made under [Architects Act, R.S.O. 1990, c. A.26](#)

“Structured learning hours” includes activities that are organized educational sessions offered by Education Providers, are a minimum one hour in length, include a live question and answer period and/or assessment, and are supported by evidence of participation at the time the Learning hours are acquired. Activities must constitute the following educational categories: in-person learning, distance education, and teaching. In-person learning includes attendance in lectures, college/university courses, Lunch & Learns, and participation in an eligible tour led by an [OAA Local Architectural Society](#).

“Unstructured learning hours” encompasses all learning activities that an OAA member may perform in a professional capacity or other activities that accord with the Competency Framework.

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## **Part 2: Background**

2.1 This Policy establishes the rules and procedures for completion of and compliance with the Continuing Education Program and should be read in tandem with the Act and the Regulations. If there is a conflict between the Policy and the provisions of the Act or Regulations, the provisions of the Act and Regulations prevail.

2.2 This Policy shall replace the following OAA Council policies:

- a. Continuing Education Non-Compliance Procedure
- b. Continuing Education Requirements for New Members, Re-application, Re-instated Members and Members Under Suspension
- c. Continuing Education – Fines for Non-Compliance

2.3 This Policy shall replace the following administrative policies:

- a. Continuing Education Collection of Payments
  - b. Continuing Education Program – Prorated Maximum Hours
  - c. Continuing Education Program – Retroactive hours
  - d. Continuing Education Program Compliance Audit Policy
- 

## **Part 3: Continuing Education Requirements**

### Learning hours

3.1 Licence holders must complete 70 Learning hours every Reporting Cycle that shall include:

- a. at least 25 Structured Learning hours;
- b. the remaining may be Unstructured Learning hours;
- c. such further and other learning that Council shall require.

3.2 Limited Licence holders must complete 35 Learning hours every Reporting Cycle that shall include:

- a. At least 12 hours of structured Learning hours;
- b. The remaining may be unstructured Learning hours;
- c. such further and other learning that Council shall require.



3.3 Those who hold the status of non-practising member must complete 35 learning hours every Reporting Cycle all of which may be Unstructured.

#### Carry-Over

3.4 A licence holder may carry over up to 10 Structured Learning hours and up to 20 Unstructured Learning hours to the next Reporting Cycle. Learning hours may not be carried over more than one Reporting Cycle.

3.5 A limited licence holder may carry over up to 5 Structured Learning hours and up to 10 Unstructured Learning hours to the next Reporting Cycle. Learning hours may not be carried over more than one Reporting Cycle.

#### Status Changes

3.6 If a member changes to non-practising status at any point during the Reporting Cycle, the member's required Learning hours will be those set out in section 3.3.

#### New Members

3.7 If a member joins the Association within the first six months of a Reporting Cycle, the member will be required to complete 100% of the Learning hours set out in section 3.1, 3.2, or 3.3 as applicable.

3.8 If a member joins the Association between six to eighteen months of the Reporting Cycle, the member will be required to complete 50% of the Learning hours set out in section 3.1, 3.2 or 3.3, as applicable.

3.9 If a member joins the Association within the final six months of the Reporting Cycle, the member will not be required to complete any of the Learning hours set out in section 3.1 3.2 or 3.3, as applicable.

3.10 New members can report to their transcript Continuing Education Learning hours completed one year prior to date of licensure provided that such learning activities meet all Continuing Education criteria.

#### Form, Format and Manner of Reporting

3.11 Members shall record learning hours in the manner established in this Policy and as further detailed by the Association.

3.11.1 The Association shall record Learning hours for all webinars, conference sessions, Council meetings, and Committee meetings administered by the Association, but only if the member attends at least 80% of the learning activity.

3.12 For learning activities not administered by the Association, members shall keep all documents substantiating the member's proof of attendance at Structured Learning hours reported to the Association for six months after the end of the Reporting Cycle in which they were reported. Proof of attendance need only be submitted to the Association in accordance with paragraphs 3.13 to 3.15 of this Policy.

3.13 Acceptable proof of attendance includes a certificate, a diploma, a letter of attendance from the provider, and/or an email attendance confirmation and such proof must include: the presentation title, total time, and date of completion; attendee's name; and provider's name and email address.

3.14 Members shall keep a record of Unstructured Learning hours, which shall include a description, the length, and date of the learning activity for six months after the end of the Reporting Cycle in which they were reported.



#### Requirement to Provide Information

3.15 During the Reporting Cycle and up to six months thereafter, the Association may require a member to provide documents about the member's completion of their Structured Learning hours. Every two years (each Reporting Cycle) using an automated random selection process, 1% – 3% of OAA members' ConEd transcripts are audited and reviewed for factual ConEd compliance.

3.16 The Association shall notify the member in writing of the requirement to provide information under section 3.15 and shall send the member a detailed list of the information to be provided and shall specify a time period of no fewer than ten business days after the notice was sent.

3.17 On request of the member, the Association may, but shall not be required to, extend the time within which the member is required to provide the information.

#### Prorated Maximum Hours

3.18 The maximum hours per learning category that can be reported each Reporting Cycle vary for each OAA member type and status. If a member's status changes to On Leave or non-practicing (or both), the maximum hours per learning category will change; refer to the table in Appendix A to this policy.

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### **Part 4: Jurisdiction Declaration**

4.1 Members who are licenced in more than one Canadian jurisdiction with an equivalency agreement in place with the Association, may elect, using the prescribed form, to designate an applicable jurisdiction in which to report their Learning hours.

4.2 Members must submit the prescribed form to the Association, designating one primary reporting jurisdiction, upon application for licence in another Canadian jurisdiction.

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### **Part 5: Non-Compliance Procedure**

5.1 Non-compliance with the OAA's Mandatory Continuing Education Program (ConEd) is a serious matter. Members shall be deemed non-compliant when their transcript fails to reflect completion of the required number of Learning hours as required under Part 3 of this Policy, by 5:00 p.m. ET of the last day of the Reporting Cycle.

5.1.1. Members who have elected to report their Learning hours to another Canadian jurisdiction with equivalency in place with the Association, shall be deemed non-compliant if and when the Association receives notice that the member is non-compliant in the primary reporting jurisdiction.

5.2 The process to administer non-compliance with the OAA's mandatory Continuing Education Program is a time-consuming and costly process. All members who have been deemed non-compliant shall be required to pay a ConEd fee of \$750.

5.3 On application of a member using the prescribed form, the Association may, for the previous Reporting Cycle:

5.3.1 exempt the member from the Requirement under section 3.1., 3.2, or 3.3,

5.3.2 reduce the number of Learning hours that the member is required to complete under section 3.1., 3.2, or 3.3, and/or

5.3.3 waive or reduce the non-compliance fee<sup>1</sup>.





5.4 When considering an application under section 5.3, the Association shall have regard to the Association's duty to accommodate in accordance with the Human Rights Code., R.S.O. 1990, c. H.19.

5.5 When refusing an application under section 5.3, the Association shall not be required to provide reasons for refusal and the decision shall be final, with no right of appeal.

5.6 Unless a member has been granted an exemption of any outstanding Learning hours under this policy, a member shall have 90 days after the end of the Reporting Cycle to complete the Learning hours, failing which the Registrar may administratively suspend the member's licence or limited licence, pursuant to section 54 of the Regulations.

5.6.1 A member whose licence is administratively suspended must comply with all of the provisions of the Act and its Regulations which deal with suspensions.

5.7 The Registrar shall provide the member with at least 10 days' notice prior to issuing the administrative suspension, and the notice shall include the number and type of Learning hours the member is required to complete.

5.8 An administrative suspension will be administered in accordance with section 54 of the Regulations.

5.9 Nothing in this policy shall prevent the Registrar from cancelling a licence, limited licence, certificate of practice or temporary licence, in accordance with section 28(3) of the Act.

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## **Part 6: Re-applications, Reinstatements, Leave of Absences, and Members Under Suspension**

6.1 In order to be eligible for reapplication or reinstatement, the individual must first complete and record any outstanding continuing education requirements for the last Reporting Cycle in which they were a member, as well as any outstanding requirements from a previous Continuing Education Reporting Cycle.

- i. If the individual left a cycle between **July 1 and December 31** (the first six months of a Reporting Cycle), they are not required to complete any requirements for that cycle prior to being eligible for reapplication or reinstatement.
- ii. If the individual left a cycle between **January 1 and December 31** (the middle 12 months of a 24-month Reporting Cycle) they must complete and record half of the Learning hours set out in section 3.1, 3.2, or 3.3 (as applicable) for that cycle prior to being eligible for reapplication or reinstatement.
- iii. If the individual left a cycle between **January 1 and June 30** (the final six months of a 24-month Reporting Cycle), they must complete and record all the Learning hours set out in section 3.1, 3.2, or 3.3 (as applicable) for that cycle before being eligible for reapplication or reinstatement.

6.2 Once the individual has completed and recorded the outstanding cycle requirements, and reapplication or reinstatement has been approved, the member will be subject to the continuing education requirements for that Reporting Cycle as set out in section 3.7, 3.8, or 3.9 (New Members) of this Policy as applicable.

6.3 Notwithstanding the above, any member who has been granted leave or surrendered their licence, limited licence or whose status has been cancelled, and then applies for reapplication or reinstatement within the same Reporting Cycle will be subject to the requirements as set out in section 3.7, 3.8, or 3.9 (New Members) of this Policy as applicable.

6.4 Prior to reinstatement, the member shall be required to demonstrate that they have completed all Learning hours for the previous cycle and paid all outstanding fines and fees, in accordance with Schedule A of the Association's Bylaws.

6.5 If an individual has not been a member for more than three years and is applying for licence or limited licence and does not have any outstanding disciplinary condition, they will be subject to the same continuing education requirements as a new member. Any incomplete Learning hours prior to the three-year period will not be carried forward. Council may, however, when considering an exemption request from a former member, direct the applicant to undertake specific activities under the OAA's Continuing Education Program to ensure that the individual is current in the practice of architecture.



6.6 Any individual whose licence or limited licence is suspended will be subject to the full Continuing Education requirements for the Reporting Cycle(s) in which the suspension is in effect.

6.7 If a member takes non-practising status at any time in the Reporting Cycle, the full 35 hours of learning is required.

6.8 If a member is granted a leave of absence under the OAA Council Leave Policy, the member will be directed by OAA staff, in writing, as to their:

- i. minimum required learning hours for the reporting cycle in which the leave began, and
- ii. upon return from the leave of absence, the minimum required learning hours for the reporting cycle in which the member returns;
- iii. both of which will correspond to the segment of the reporting cycle in which the member left and returned, as set out at section 6.1.

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## Part 7: Collection of Payments

7.1 The collection of fees/payments as it relates to Continuing Education activities offered directly by the OAA is administered by OAA staff.

7.2 Three days prior to each scheduled event ConEd staff will send a reminder to all registrants who have not paid indicating that payment is due immediately and in advance of the session.

7.3 After a session is complete, ConEd staff reconciles attendance, registration and payment lists to identify any inconsistencies. ConEd staff will provide the reconciliation list to finance staff and provide the following instructions based on the list as marked:

- i. Where a member has registered for the session, paid in full, and attended the session, no action is required.
- ii. Where a member has registered for the session, paid in full, and did not attend the session, no further action is required unless the member requests a refund. In that case, a full refund may be granted provided the member can substantiate incapacity to attend the session. The decision to grant the refund will be based medical and/or other exceptional circumstances that prevented the individual from attending. Workload and/or other last-minute scheduling conflicts are not considered exceptional circumstances. The OAA Office of the Registrar will advise finance staff whether to process the refund.
- iii. Where a member has registered for the session, did not pay, however did attend the session, the outstanding payment will be collected by finance staff as per established procedures.
- iv. Where a member did not register for the session, however, did attend the session and signed in accordingly, the outstanding payment is to be collected by finance staff as per established procedures.

7.4 In the event that a member does not pay an outstanding invoice for Continuing Education, that member will not be permitted to register for future events until the outstanding debt is paid.

7.5 Only cancellations that are submitted in writing (i.e. email) will be considered.

- i. A full refund will be provided if the cancellation is made up to 48 hours prior to the ConEd session.
- ii. Cancellation requests received less than 48 hours prior to the event will not be considered, unless the individual can substantiate exceptional circumstances that prevented him/her from attending.

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<sup>1</sup>A request for a waiver, reduction, or deferral of the ConEd non-compliance fee under this policy is available, if the following criteria are met:

- a. Within ninety (90) days of the date the fee was issued, the recipient of the fee must send a written request to the Registrar which includes:
  1. The amount of the fee they are requesting be waived, reduced or deferred.
  2. The reason for the request.
- b. The reasons for the Request must accord with the OAA's duty to accommodate under the Human Rights Code.
- c. The Registrar shall make all decisions related to the Request and the decision of the Registrar is final.



d. *A written decision on a Request that is properly submitted in accordance with this Policy shall be provided within 45 days of the Request being received by the OAA. Reasons for the decision will only be provided when the request has been denied entirely and when the recipient of the fee submits a written request for reasons.*

*Relief under this policy may be granted a maximum of three times within a ten-year period.*



## Council Policy

Policy Name **Continuing Education Policy – Appendix A**

Issue Date **August 11, 2015**

Revision Dates **June 20, 2024**

### Continuing Education Program prorated maximum hours for members.

The maximum hours per cycle that can be reported vary for each OAA member type and status. If a member's status changes to On Leave or non-practising (or both), the maximum hours reported per learning category will change as per the table below.

<i>Total Structured Hours Req'd = 25 hours</i> <i>Structured Carry Over Max = 10 hours</i> <i>Total Unstructured Hours Req'd = 45 hours</i> <i>Unstructured Carry Over Max = 20 hours</i>	Licence Status			
	Architect	Architect On-Leave	Architect Non-practising	Architect Non-practising, On-Leave
Minimum Structured Hours <sup>12</sup>	25		0	
Minimum Unstructured Hours	45		35	
Maximum Structured Carry Over	10		10	
Maximum Unstructured Carry Over	20		20	
Max Teaching (S)	25	<del>13</del>	13	<del>7</del>
Max Committee (U)	25	<del>13</del>	13	<del>7</del>
Max Council (U)	30	<del>15</del>	15	<del>8</del>
Max Discussions (U)	25	<del>13</del>	13	<del>7</del>
Max Mentor (U)	10	<del>5</del>	5	<del>3</del>
Max Teaching (U)	25	<del>13</del>	13	<del>7</del>
Max Multi Media (U)	15	<del>8</del>	8	<del>4</del>
Max Research (U)	45	<del>23</del>	23	<del>12</del>
Max Tour (U)	15	<del>8</del>	8	<del>4</del>
Max Writing (U)	25	<del>13</del>	13	<del>7</del>

<sup>1</sup> There are no maximums for structured learning hours for in-person learning and/or distance education

<sup>2</sup> Council approved a mandatory minimum of 2 climate action hours for the 2024-2026 cycle

<i>Total Structured Hours Req'd = 12 hours</i> <i>Structured Carry Over Max = 5 hours</i> <i>Total Unstructured Hours Req'd = 23 hours</i> <i>Unstructured Carry Over Max = 10 hours</i>	Limited Licence Status			
	Licensed Technologist	<del>Licensed Technologist</del> On Leave	Licensed Technologist Non-practising	<del>Licensed Technologist</del> Non-practising, On Leave
Minimum Structured Hours	12		0	
Minimum Unstructured Hours	23		35	
Max Teaching (S)	13	<del>7</del>	7	4
Max Committee (U)	13	<del>7</del>	7	4
Max Council (U)	15	8	8	4
Max Discussions (U)	13	<del>7</del>	7	4
Max Mentor (U)	5	<del>3</del>	3	3
Max Teaching(U)	13	<del>7</del>	7	4
Max Multi Media (U)	8	4	4	4
Max Research (U)	23	<del>12</del>	12	6
Max Tour (U)	8	4	4	4
Max Writing (U)	13	<del>7</del>	7	4



# Memorandum

**To:** Council

William (Ted) Wilson	Loloa Alkasawat
Donald Ardiel	J. William Birdsell
Jim Butticci	Kimberly Fawcett-Smith
Natasha Krickhan	Jenny Lafrance
Michelle Longlade	Lara McKendrick
Elaine Mintz	Deo Paquette
Anna Richter	Kristiana Schuhmann
Susan Spiegel	Settimo Vilardi
Edward (Ted) Watson	Thomas Yeung
Marek Zawadzki	

FOR COUNCIL MEETING

June 19, 2025

(open)

ITEM: 7.2.c

**From:** Melanie Walsh, Manager, Finance

**Date:** May 30, 2025

**Subject:** Semi-Annual Operational Plan Update

**Objective:** To provide an update regarding the activities undertaken in relation to the Operational Plan for the Finance service area

This report is the first of two semi-annual updates on the 2025 activities in the Finance service area, including progress made in relation to operational priorities for 2025, as discussed with Council at the January planning session.

## Update on Program(s)/Services

### *Annual Budget Development*

- The OAA 2026 Budget process will begin in mid-June. OAA staff have begun to prepare the necessary budget templates for operations as well as programs and committees, in concert with Committee Chairs as appropriate for review with the Executive Director and Finance and Audit Committee at the end of the third quarter. The first draft of the operational and capital budgets will be presented to Council in September for preliminary review.

### *Annual audit:*

- The annual audit was completed in February within the prescribed timeline, and the Audited Financial Statements were approved by Council in March for presentation at the Annual General Meeting in April. This represents the first audit with new auditors, BDO Canada, a very positive experience.

### *Financial Statement Improvements:*



- The Finance team has actively incorporated feedback from Council aimed at improving the clarity and accessibility of the financial statements. In response, the first quarter report introduced a more graphically visual presentation to support better understanding of key financial data. Building on that foundation, the second quarter report includes further enhancements, reflecting a continued commitment to transparency, responsiveness, and effective communication.

***Annual fee renewals:***

- As at May 30, 2025 99% of individual dues and 99% of Certificate of Practice Fees were collected.
- This represents 93% of our annual budgeted revenue.

***Society Fee Collection:***

- Beginning in May 2025, the option for members to pay a local Society fee through the OAA will remain available. This initiative supports Societies that may not have the infrastructure to manage payments independently, enabling them to continue promoting membership and extending their reach to a broader audience.

**Update on Progress towards special operational activities or projects**

***OAA Database and Finance upgrades***

- The OAA Finance team has been adapting and embracing the new Microsoft 365 SharePoint platform. Through active engagement and a commitment to learning, the team is working on proficiency in the new system but also leveraging its capabilities to streamline workflows and enhance existing financial processes.
- OAA Finance staff will be working closely with IT staff over the coming months as we prepare for an upgrade of the OAA IMIS database. This upgrade will make important improvements for the Finance service area in terms of processing, tracking and reporting.
- Finance has begun to work with IT staff related to replacing Microsoft Great Plains Dynamics 2017, OAA's Financial Software, as support for the current version will stop at the end of 2025. We are exploring upgrading to Microsoft GP Dynamics 365 to align with our upgrade to Microsoft 365 this year.

***3 year plan to reallocate unrestricted reserves***

- As per the 3 year plan approved by Council in late 2023, the first transfer was completed in the first quarter. \$1,285,336 was transferred to the Major Capital Reserve and \$800,624 was transferred to the Operating Reserve.



- The Finance & Audit Committee continues to focus on ensuring that reserve fund balances are compliant with CRA and OAA policies, as well as sufficient to cover upcoming approved capital projects.
- 

**Action**

None. For information only.

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**Attachments**

None



# Memorandum

**To:** Council

William (Ted) Wilson	Loloa Alkasawat
Donald Ardiel	J. William Birdsell
Jim Butticci	Kimberly Fawcett-Smith
Natasha Krickhan	Jenny Lafrance
Michelle Longlade	Lara McKendrick
Elaine Mintz	Deo Paquette
Anna Richter	Kristiana Schuhmann
Susan Spiegel	Settimo Vilardi
Edward (Ted) Watson	Thomas Yeung
Marek Zawadzki	

FOR COUNCIL MEETING  
June 19, 2025  
(open)  
ITEM: 7.2.d

**From:** Kathy Armbrust, Chief Operating Officer

**Date:** June 10, 2025

**Subject:** Semi-Annual Update from Operations and Human Resources.

**Objective:** To provide Council with an update regarding activities under Human Resources, Operations and Administration for Jan 1 - June 1, 2025

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The following activities occurred in the first half of 2025 under Human Resources, Operations, and Administration.

## Landscape Project

A Construction Manager, Somerville, was formally engaged and is participating in ongoing design and costing discussions. There have been weekly meetings with Client Advisor Joe Lobko, regarding the Landscape Project. The Operations team has been providing administrative support such as managing the payments, tracking the budget, and coordinating the meetings with Ja, Somerville, and the Building Committee. Operations have been in contact with the OAA neighbours, such as Bayview Glen School, regarding the project.

## Presidents Wall

The new President's Wall has been implemented, and there is a ribbon-cutting ceremony planned for June 19, 2025, at the OAA Headquarters.

## Building Maintenance

New interior signage has been implemented. Building maintenance continues on an ongoing basis. An Inspector and Community Risk Reduction Officer of the local Fire Service Department has come to the building to consult regarding the Landscape Project



as well as to conduct staff training. We have once again passed our annual Fire Inspection and scheduled our annual Fire Drill.

### **Workforce & Succession Planning**

In keeping with the goals of the Operational Plan, specifically to have a sustainable workforce, two new Supervisory roles were created: Programs Lead and Continuing Education Lead. These roles were filled by existing staff, and as such, the total number of staff did not increase. In addition, the following roles were filled: two Continuing Education Administrative Assistants, IAP Administrative Assistant, OTP Administrative Assistant and an Arch Grad. Focus has also been placed on cross-training within service areas to build depth within the teams.

### **Risk Register**

The Risk Register was shared with the Governance Committee, in addition to the Finance and Audit Committee. The process for monitoring and prioritising risks was reviewed along with the corresponding risk mitigation plans.

### **Responding to AI**

Organized training for Council and Staff on the immediate and future impacts of generative AI, as well as the implications for the architecture profession through a regulatory lens. An article was published for members providing an update on the OAA's review of AI from a regulatory lens. The article stated that "Regardless of the use of AI, the OAA member responsible for supervising and directing the practice of architecture remains fully accountable for maintaining professional standards of conduct and competence, as if they had personally undertaken the work. Likewise, OAA members must ensure that any AI usage complies with applicable laws, including legislation on data privacy and discrimination."

### **Practice and Member Survey**

An RFP to select a Survey Consultant for the Practice and Member Survey has been completed. The Executive Committee is in the process of shortlisting the Consultant based on a Quality-Based Selection process.

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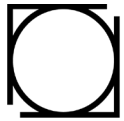
### **Action**

None. For information only.

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### **Attachments**

None



Operational Work plan Worksheet

Annual Operational Work Plan for 2025

Service Area: Human Resources & Operations

Team Lead: Kathy Armbrust

Activity/Initiative	2025 Action required	To be completed by (date):
Building Projects	<ul style="list-style-type: none"><li>• Landscape Project – See Committee Work Plan for more Info.</li><li>• President's Wall</li><li>• Interior Signage</li></ul>	<ul style="list-style-type: none"><li>• Ongoing</li><li>• Q2</li><li>• Q1 - Completed</li></ul>
Workforce & Succession Planning – Look at labour & Organizational structure of OAA	<ul style="list-style-type: none"><li>• HR buckets of items from the Operational Review</li><li>• Recruitment, workforce planning, succession planning – See Committee Work Plan for more Info.</li></ul>	<ul style="list-style-type: none"><li>• Q1 - Completed</li><li>• Ongoing</li></ul>
Policy review and development	<ul style="list-style-type: none"><li>• Review new and/or updated policies based annual policy review cycle</li></ul>	<ul style="list-style-type: none"><li>• Ongoing</li></ul>
Comprehensive Practice and Member Survey	<ul style="list-style-type: none"><li>• Implement new Practice and Member Survey</li></ul>	<ul style="list-style-type: none"><li>• Q3/Q4</li></ul>
Review the Risk Registry	<ul style="list-style-type: none"><li>• Review the Risk Registry to be aware of identified risks and the associated risk management plan</li></ul>	<ul style="list-style-type: none"><li>• Ongoing</li></ul>
Responding to AI	<ul style="list-style-type: none"><li>• Review the impacts of AI and determine if the OAA should inform members about their responsibilities as it pertains to AI</li></ul>	<ul style="list-style-type: none"><li>• Ongoing</li></ul>

# Memorandum

**To: Council**

William (Ted) Wilson	Loloa Alkasawat
Donald Ardiel	J. William Birdsell
Jim Buttici	Kimberly Fawcett-Smith
Natasha Krickhan	Jenny Lafrance
Michelle Longlade	Lara McKendrick
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Susan Speigel	Settimo Vilardi
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Marek Zawadzki	

FOR COUNCIL MEETING  
June 19, 2025  
(open)  
ITEM: 7.2.e

**From:** Abhishek Chaudhary, Information Technology Manager

**Date:** June 11, 2025

**Subject:** Information Technology service area – Half-year update.

**Objective:** This memo is the first of two semi-annual updates on 2025 activities in the OAA's Information Technology service area, including progress on the operational priorities discussed with the Council at the last planning session.

The IT Service Area has continued its strategic focus in 2025, driving modernization, digital transformation, and operational efficiency across the OAA. This report outlines the mid-year progress of key projects as part of the 2025 roadmap.

## 1. SharePoint Online – Completion of Phase 3

### Project Milestone: Final Phase Delivery

The final phase of the SharePoint Online Employee Experience Portal has been completed. This includes:

- **Completion of SharePoint Intranet and Extranet:**
  - Full launch of the Intranet homesite and departmental communication sites for staff.
  - Implementation of a secure Extranet to enable streamlined Committee and societies engagement and resource sharing.
- **Content Structure and Governance:**
  - Deployment of content classification standards and governance frameworks to ensure data integrity, compliance, and consistency.
  - Finalization of audience-targeted content zones.



- **System Integration Testing (SIT):**

- Comprehensive validation testing confirmed the end-to-end functionality of the portal across integrated services like Teams and OneDrive.

#### **Staff Training and Adoption**

A large-scale training initiative was successfully executed in Q2, covering:

- Effective use of the intranet for day-to-day operations.
- Portal navigation, document management, document versioning and search functionality.
- Department-specific sessions addressing unique workflows.

The training ensured high adoption rates and minimal transition friction across service areas.

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## **2. iMIS and EMS Enhancements – In Progress**

### **EMS Upgrade Scheduled for Q3**

Progress is well underway for transitioning to an upgraded Enterprise Management System (EMS) hosted in the cloud. Key accomplishments and workstreams include:

- **Redesign of Continuing Education (ConEd) Transcript Module:**
    - Streamlined and modernized the member transcript view and tracking.
    - Enhanced layout for both member and staff review, increasing accessibility and readability.
  - **New Rules Management System for ConEd:**
    - Development of a flexible rules engine to adapt to evolving requirements around ConEd credits, categories, and reporting.
  - **Member and Staff Portal Redesign:**
    - A user-centric redesign of both member and internal-facing portals was initiated to improve performance, navigation, and mobile responsiveness.
  - **Review and Optimization of ERB and CERB Modules:**
    - Functional reviews of the ERB and CERB are underway.
    - Focus is on simplifying workflows, reducing administrative burden, and enhancing tracking/reporting capabilities.
- 

## **3. GP 2018 Replacement Review – Discovery and Planning**

### **Cloud Migration Path Chosen**

Following an in-depth evaluation, **Microsoft Dynamics 365 Business Central** has been selected as the most feasible replacement for the legacy GP 2018 finance system.

- **Discovery Phase Initiated:**

- Collaborative sessions with Crucial Logics are ongoing to analyze integration requirements, assess data migration strategies, and design a scalable finance operations environment in the cloud.
- Focus areas include modular setup, automated workflows, and compatibility with existing tools like EMS and SharePoint.

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#### **4. Artificial Intelligence (AI) – Policy and Use Case Development**

##### **Strategic Introduction of AI in the OAA Environment**

In recognition of AI's growing role in digital transformation, the IT Service Area has taken the first steps to responsibly introduce artificial intelligence in organizational workflows:

- **AI Governance Policy Drafting:**

- A foundational policy is under development to address responsible AI use, transparency, bias mitigation, and ethical considerations.

- **Operational Use Case Review:**

- A cross-departmental analysis is underway to evaluate how AI can optimize current workflows. Early exploration includes:
  - Automating repetitive administrative tasks.
  - Enhancing search relevance in SharePoint.
  - Improving data analytics and member engagement insights.

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#### **Action**

None. For information only.

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#### **Attachments**

None

# Memorandum

**To:** Council

William (Ted) Wilson	Loloa Alkasawat
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Marek Zawadzki	

FOR COUNCIL MEETING  
June 19, 2025  
(open)  
ITEM: 7.2.f

**From:** Sara Trotta, Manager, Policy and Government Relations

**Date:** June 2, 2025

**Subject:** Mid-year Operational Plan Update – Policy and Government Relations

**Objective:** To provide Council with an update regarding activities undertaken in relation to the Operational Plan by the Policy and Government Relations service area.

This memo is the first of two semi-annual updates on 2025 activities in the OAA's Policy and Government Relations (PGR) service area, including progress in relation to the priorities discussed with Council at the January 2025 planning session. The memo does not include items that are under the mandate of the Policy Advisory Coordination Team (PACT).

The PGR staff team consists of the Manager of Policy and Government Relations, Sara Trotta, and the Policy Analyst, Elizabeth Walsh.

- **Legislative and Media Monitoring:** The PGR staff team continues their legislative and media monitoring using Google alerts to track ongoing and emerging issues.

While ongoing monitoring is active for issues including opportunities to advance longstanding OAA positions, such as the removal of the professional exemptions for Architects in the *Employment Standards Act* and advancing mandatory professional coordination via amendments to the *Building Code Act*, legislative and media monitoring has been particularly instrumental to the OAA's quick response to the quickly evolving free trade and labour mobility legislation that has been tabled. Staff was aware that Nova Scotia had introduced legislation and that Ontario planned to follow suit. The OAA benefited from the strong collaboration

that exists at the national level via the Regulatory Organizations of Architecture in Canada (ROAC) as we were provided valuable insight into the intent as well as challenges faced by Nova Scotia regulators as the first province to advance this type of legislation.

As a result of these relationships as well as the legislative and media monitoring that PGR staff does, when the OAA was engaged by other regulators, such as PEO, and allied organizations, including OALA and OPPI, to discuss this matter, the Association was uniquely positioned to offer insights and observations that were impactful to all stakeholders. Moreover, the OAA made its submission two weeks ahead of the Committee hearing on this legislation in order to provide Committee members the opportunity to read the Association's position and seek clarification where necessary. To read the complete submission, [click here](#).

Other emerging issues that are actively being tracked at this time include Professional Governance legislation. At this time, British Columbia has Professional Governance legislation in place since 2023 and, earlier this year, Alberta also introduced its own version of this legislation. As the trend continues to be moving East, the PGR staff team will monitor and provide updates to Council as available.

- **Queen's Park Picks Refresh:** Building on the efforts that were implemented last year to refresh the Queen's Park Picks program, the 2025 event dovetails from this year's conference theme and challenges all MPPs to nominate a community building from their riding for consideration as a 2025 Pick. At this time, nominations have been received from MPPs of all political stripes, spanning a wide geography in Ontario.

Furthermore, building on the MPP engagement about the event, meetings are underway to discuss the OAA's 2024 commissioned report on the costly delays of the Site Plan Approval (SPA) process in Ontario. Discussions on this topic seem to be gaining some traction with government, and government staff have indicated that there may be opportunities to integrate some of the OAA's recommendations to fix the broken SPA process into legislation that will be tabled later this year.

The PGR and Communications staff teams are currently discussing opportunities to commemorate the tenth year of this event, and plans are underway to host an in-person event at the Main Legislative Building at Queen's Park in Toronto on October 21, 2025.

- **Policy Support to the Office of the Registrar and Executive Director:** In addition to the regular legislative monitoring that the PGR staff team does, we have been working closely with the Office of the Registrar (OOTR) to monitor the changing legislative and regulatory environment, especially as it pertains to compliance with FARPACTA as well as amendments to the *Architects Act*.

Most recently, government introduced Bill 2, *Protect Ontario Through Free Trade Within Canada Act* which contemplates administrative amendments to



FARPACTA. If passed as it is currently written, the legislation will require that registration decision for domestic labour mobility applicant be made within 30 calendar days, *rather than* 30 business days as is currently required.

At this time, the PGR staff team is monitoring this Bill as it moves through the legislative process. Bill 2 has passed Second Reading and is currently being heard at the Standing Committee on Finance and Economic Affairs. On May 8, PGR Manager, as well as OAA Executive Director and OAA Registrar, had the opportunity to meet with staff from the Ministry of Labour, Immigration, Trade and Skills Development and the Ministry of the Attorney General to discuss the contemplated “deemed certification” in order to better understand its implications for the regulation of the Architect profession in Ontario.

The PGR staff team has also undertaken to complete an environmental scan to support the *Architects Act* modernization project that is being led by the Office of the Registrar. In particular, we are researching ways that other regulators have modernized their legislation and gathering current best practices for modern regulators. Some of the key topics that are being researched include:

- Practice continuity provisions;
- Professional code of conduct;
- Practice review programs; and,
- Standards of practice and performance.
- Board size and compositions as well as election processes

This research is expected to wrap up in early fall and then the Office of the Registrar will determine next steps in accordance with the timeline for the Act Modernization Project.

- **Policy Support to Practice Advisory Services:** The PGR staff team continues to work collaboratively with Practice Advisory Services (PAS) on projects that straddle the PAS and PGR service areas. While there have not been any Building Code consultations during the past six months, PGR staff is working closely with PAS staff to update documents and resources related to the *Construction Act*, which was amended late last year.

Although an in-force date for the new *Construction Act* has not yet been released, the PGR and PAS staff teams are working to ensure that all required documents are prepared. PGR is managing updates and liaising with legal counsel to ensure that the Practice Tips 10 series on the *Construction Act* is ready for relaunch when the new legislation comes into force.

- **Briefing Notes and Backgrounders:** The PGR staff team continues to develop briefing notes and backgrounders for new and ongoing issues and positions that the OAA is advancing. Most notably, PGR staff updated the backgrounder on

Site Plan Approval (SPA) based on the findings of the 2024 Altus Report about the costly delays associated with SPA.

At the beginning of April, the updated backgrounder was distributed to all MPPs for their ongoing awareness about the OAA's recommendations to fix the broken SPA process. To date, three MPP meetings have been had to discuss these important and, on May 27, 2025 the Minister of Economic Development, Job Creation and Trade, Honourable Vic Fedeli, quoted the study during debate in the Legislature.

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**Action**

None. For information only.

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**Attachments**

PGR Operational Work Plan for 2025



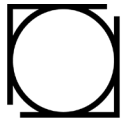
Operational Work plan Worksheet

**Annual Operational Work Plan for 2025**

**Service Area: Policy & Government Relations**

**Team Lead: Sara Trotta**

Activity/Initiative	2025 Action required	To be completed by (date):
Legislative and Media Monitoring	<ul style="list-style-type: none"> <li>Continue legislative and media monitoring activities to identify developments and/or opportunities for the OAA to take a new position or advance an existing position on issue that concerns the public interest</li> <li>Key issues for 2025 include: <ul style="list-style-type: none"> <li><i>Employment Standards Act</i></li> <li>Professional Coordination</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Ongoing</li> </ul>
2025 Queen's Park Picks and 10 <sup>th</sup> Anniversary	<ul style="list-style-type: none"> <li>Develop and publish RFP for Research for QPP 2025</li> <li>Link 2025 MPP ask to Conference theme: Community</li> <li>Leverage QPP event, including pre- and post-event engagement with MPPs to acquaint newly elected government with the OAA</li> <li>Work with Communications Department to identify a creative way to commemorate 10 years of QP Picks</li> <li>Host in-person QPP event</li> </ul>	<ul style="list-style-type: none"> <li>2025-02-28</li> <li>Ongoing</li> <li>Ongoing</li> <li>Ongoing</li> <li>2025-10-21</li> </ul>
Support Office of the Registrar	<ul style="list-style-type: none"> <li>Provide policy and government relations support to OOTR as it pertains to: <ul style="list-style-type: none"> <li><i>Architects Act</i> modernization</li> <li>Reinstatement of the OAA Technology Program</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Ongoing</li> </ul>
Support Practice Advisory Services	<ul style="list-style-type: none"> <li>Provide policy and government relations support to PAS as it pertains to Building Code consultations and/or harmonization</li> <li>Provide policy and government relations support to PAS as it pertains to the implementation of the new <i>Construction Act</i></li> </ul>	<ul style="list-style-type: none"> <li>Ongoing</li> </ul>



Briefing notes and backgrounders	<ul style="list-style-type: none"><li>• Develop briefing notes/backgrounders for new and ongoing issues and/or positions that the Association is advancing</li><li>• Update existing briefing notes/backgrounders to ensure that they are current</li></ul>	<ul style="list-style-type: none"><li>• Ongoing</li><li>• Ongoing</li></ul>
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# Memorandum

**To: Council**

Ted Wilson	Loloa Alkasawat
Donald Ardiel	J. William Birdsell
Jim Butticci	Kimberly Fawcett-Smith
Natasha Krickhan	Jenny Lafrance
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Marek Zawadzki	

FOR COUNCIL MEETING  
June 19, 2025  
(open)  
ITEM: 7.2.g

**From:** Mélisa Audet, Manager, Practice Advisory Services (PAS)

**Date:** June 10, 2025

**Subject:** OAA Service Area Semi-Annual Updates - Practice Advisory Services.

**Objective:** To provide Council with an update regarding activities undertaken in relation to the Operational Plan by the Practice Advisory Services area.

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## Report – Practice Advisory Services (January 1, 2025 to May 31, 2025)

This memo provides a semi-annual update on activities within the Association's Practice Advisory Services (PAS) area, as well as progress made in relation to operational priorities for 2025, as discussed with Council at the January planning session.

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## Updates - Main Program and Services supporting Member Competency

### Practice Hotline – January 1 to May 31, 2025

The Practice Hotline remains an important service to assist staff in mapping industry trends, feeding into the creation of resources, and in bringing forward topics to the Continuing Education team. PAS received approximately ~650 calls/emails/meetings between January 1, 2025 and May 31, 2025. (Note: This may include multiple interactions about the same topic).

Calls are primarily from licensed members (~79% +), most of the remaining are clients (~8%), Building Officials (~1%), and Intern Architects (~1%).

Emails are primarily from licensed members (~79% +), the remaining identified sources are clients (~5%), building officials (~3%), and under the "Other" category (~8%) which includes emails re-directed to other service areas at the OAA.



Further observations for the first 5 months of 2025:

- The top two topics of concern related to Act and Regulations (about ~25% of the calls and emails) and General Practice (about ~11% of the calls and emails). Questions related to construction contract administration also tracked high (about ~12%).
- PAS continues to monitor questions about tariffs and AI.

#### Practice Advisory Newsletter (Bi-monthly) - January, March and May 2025 Issues

Each [newsletter](#) was emailed, on average, to almost 7600 individuals (which includes architects, interns, etc.) and the open rate for the first 3 editions of the year remains close to 70%, which is consistent with what was observed in 2022, 2023 and 2024.

#### RFP & Supplementary Conditions Reviews, Consultations and Education

Since January 1, 2025, a total of 17 requests came in.

- 8 RFPs, were brought forward by members at large for review.
  - Although no RFP Alerts were issued at this time, PAS issued correspondence to some of the client groups.
  - The email correspondences flagged items such as length of supplementary conditions to standard form of contracts, resources to clarify the role of OAA members for upcoming projects, etc
- 9 client groups (or their representative) reached to discuss/consult on upcoming RFPs/Supplementary Conditions or to ask general questions about RFPs involving OAA members.
- During this period, no webinars were presented to client groups about OAA 600-2021 Contract Suite, role of the OAA, etc.
- The majority of the consultation or reviews of RFPs were from "Municipalities Governments & Agencies".
- PAS staff is also supporting PRC on the updates to the RFP/SofQ templates (refer to updates on "Special Projects" later in this memo.)

#### CSA Standards Access Program

Earlier this year, PAS successfully re-negotiated with CSA a 1 year contract, effective June 1, 2025. The program remains essentially the same, with no changes to the [OAA-NBC/OBC Standards Collection](#). In addition to all the CSA standards referenced in the OBC and NBC, this year's subscription continues to include the nine topical standards included in the previous year's collection (covering topics such as bird friendly design, building guards, modular construction and environmental site assessment).

In anticipation of the June 1 contract renewal (fifth year of the program), minor maintenance updates were done to the program landing pages on the member-side web pages. PAS continues to promote the program's use, building on a robust communication plan as well as exploring opportunities with the Continuing Education team.

OAA Licensed members can create an account via the CSA platform and add up to 9 users. As of the end of May 2025, there are ~417 accounts registered (which

translated to a total of ~530 users). PAS is monitoring the fluctuation in registration numbers. Since the start of the program in 2021, on average there have been approximately 510 accounts registered per year (and translates to ~750 users).

PAS continues to monitor the program's user renewal rate, which currently stands at 55%. We anticipate a boost in renewals as a result of the communication campaign associated with the June 1<sup>st</sup> contract renewal.

#### Creation/Participation in OAA Webinars

PAS continues to work closely with the Continuing Education team to highlight topics discussed at Practice Resource Committee and via Practice Hotline conversations/emails. This relates to the "Member Competency" foundational goal.

PAS also offers assistance in the Fundamentals of Running a Practice course as well as the OAA Admission course. This includes being a subject matter expert, reviewing the list of resources for the attendees, annual updates to some of the course content, etc.

#### Document Maintenance Program & Updates to Practice Tips

PAS continues to work on implementing and refining processes to more effectively respond to legislative changes, identify gaps in best practices tools, as well as strategies for identifying needs and coordinating with other service areas which affects the documents maintained by PAS. The two document types being reviewed with the highest priority continue to be the Practice Tips and the OAA Contract Suite. This work will continue as part of overall review of the list of resources PAS oversees, including the internal library of resources, and documents published jointly with other organizations such as EABO, the OGCA, etc

PAS, with the support of PRC as well as other Service Areas at the OAA, continues to monitor different events that may affect OAA resources: updates to the *Construction Act* (CA 2.0), possible updates to OBC 2024 Building Code, recent updates to the OAA's Regulatory Notices, the release of revised CCDC 5A, 5B and 17, etc.

PAS continues to work on a list of Practice Tips impacted by the release of the new OBC 2024 Building Code. The following have been released since the start of the year: [PT.03 Building Code Data Matrices](#), [PT.04 Building Code - Project Code Review](#), [PT.07 Professional Opinion - Independent Opinion - Reviewing a Project Prepared by Another CoP Holder](#), [PT.35 OBC Importance Category and Seismic Restraint](#), etc.

For other updates to existing documents as well as efforts around tracking emerging topics (Tariffs, Retirement/Succession Planning, AI, etc): Refer to Chair of PRC memo entitled "Practice Resource Committee (PRC) – Update" dated June 10, 2025 and section below "Update on Progress Toward Special Operational Activities or Projects".

#### Practice Consultation Services Program: Updates Jan 1 to May 31, 2025

The OAA has the privilege of self-regulation and the [mandatory practice consultation questionnaire](#) is part of the process of allowing us to continue self-regulation. All certificate of practice (CoP) holders in Ontario, are required to complete the audit once

every 10 years. As well, members who have received a CoP within the last year are also subject to the PCS.

Some of the questions have a link to a Practice Tip or Regulatory Notice relevant to the question (or a section of CHOP), so the questionnaire serves as both an educational tool and supportive program for members to review their current practice (in relation to regulatory and business practices). The participation of the member selected is part of continuous improvement and is essentially a 'health-check' to assist practices so they do not inadvertently breach regulatory matters. As per Council direction, the questionnaire is not intended to deal with business practices within the firm.

### **Update on Operations of the Practice Consultation Services Program (PCS)**

Working alongside the Executive Director, Registrar, Communications and IT, PAS continues to work on refreshing components of the program such as updating the questionnaire, tracking tools, website content, integration with IMIS, etc. The questionnaire links have also needed some updating due to recently revised resources.

During the first 5 months of 2025:

- 96 practices were sent the questionnaire (average of approx. 19 per month)
- 6 practices did not complete it within the allotted timeframe of 1 month, resulting in follow-up emails and calls including the issuance of 2 non-compliance letters. All of these practices have now completed the exercise.

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### **Update on Progress Toward Special Operational Activities or Projects**

Refresh to OAA's RFP and SofQ 2011 Templates (PRC's 2025 Work Plan): Refer to June Council Memo "Practice Resource Committee (PRC) – Update".

Launch of Ontario Building Code 2024 & Transition Period, including new Occupancy G Farm Buildings: Refer to OAA Document Maintenance section of the memo.

Advisory Group & Updates to Practice Tip PT.19 (ASHRAE) and PT.36 Series (Energy Performance): Refer to OAA Document Maintenance section and June Council Memos.

Keeping Members Informed on Construction Industry Tariffs: PAS team has actively worked to keep members informed about tariffs affecting the construction industry. Through discussions at multiple Practice Resource Committee meetings and direct engagement via the Practice Hotline, the team has provided insights and updates on potential challenges. Additionally, an article was published to further support members in preparing for these developments—[Preparing for Possible Impacts of Tariffs on Projects](#).

Exploring AI in Practice: PAS team has actively engaged in discussions on AI at multiple Practice Resource Committee meetings, examining its potential impact on workflows and industry standards. In addition to these conversations, the team has been testing various AI-powered tools to explore how these technologies can enhance efficiency and support professional practice.



OAA Contract Suite 2021: Licensed Technologist Versions and Other Updates: In anticipation of the changes to the *Architects Act*, PAS worked with the Office of the Registrar to make some updates to the guides as well as prepare a version of the contracts for use by Licensed Technologists. The files were uploaded in early 2025.

IO Supplementary Conditions to OAA 600-2021: Refer to May 2025 Practice Newsletter article entitled "[Infrastructure Ontario Expected to Release Supplementary Conditions to OAA 600-2021](#)" and the Executive Director's June 2025 report for additional context.

Updates to the *Construction Act* in 2025: The anticipated new legislation, originally expected to take effect in Spring 2025, has been delayed. With support from the PGR team and external legal counsel, a preliminary assessment has begun to evaluate its impact on the [Practice Tip PT. 10.0 Series Construction Act / Construction Lien Act](#) and the OAA Contract Suite 2021 & Guides. At this stage, the project remains on pause until the regulations and transition details are released by government.

Updates to [OAA/OGCA Document 100-2018](#) (Take-Over Procedures): The general maintenance cycle for the document, initiated in 2023, has faced delays since September 2024. In April 2025, OAA received the awaited feedback from OGCA's Fall AGM. Over the past few weeks, significant progress has been made, with updates reported at the May 27 OAA-OGCA Best Practice Group meeting. As the next step, OAA will coordinate with OGCA and legal counsel to advance the project.

Launch of Updated CCDC Contracts & Impact on Resources – Ongoing: In early May, a Practice Advisor attended a training session on Construction Management and Integrated Project Delivery (IPD), covering CCDC 5A-2025, 5B-2025, CCDC 17-2025, and CCDC 30-2025. The team has also begun reviewing necessary updates to the Practice Tip 23 series in preparation for the new CCDC documents, while also assessing the potential impact of Construction Act 2.0 and the transition period between the current CCDC contracts and the new 2025 versions.

Microsoft 365 Implementation Update: The PAS team continues to familiarize itself with Microsoft 365, dedicating time to training and refining internal processes. Additionally, efforts are underway to migrate PRC to its new SharePoint site, with the transition expected to be completed by the end of the summer.

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## Action

None. For information only.

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## Attachments

none.

# Memorandum

**To:** Council

William (Ted) Wilson	Loloa Alkasawat
Donald Ardiel	J. William Birdsell
Jim Butticci	Kimberly Fawcett-Smith
Natasha Krickhan	Jenny Lafrance
Michelle Longlade	Lara McKendrick
Elaine Mintz	Deo Paquette
Anna Richter	Kristiana Schuhmann
Susan Spiegel	Settimo Vilardi
Edward (Ted) Watson	Thomas Yeung
Marek Zawadzki	

FOR COUNCIL MEETING  
June 19, 2025  
(open)  
ITEM: 7.3

**From:** Melanie Walsh, Manager Finance

**Date:** June 3, 2025

**Subject:** Conference 2025 Update and Next Steps for Conference 2026

**Objective:** To provide Council with a preliminary update on Conference 2025 based on feedback received to date, as well as the next phase of planning for Conference 2026.

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Conference 2025 took place this past May in Ottawa, centred around the theme, *Reshaping Communities*. The event brought together more than 500 OAA members and other delegates from the architecture, construction, and engineering communities, as well as the public, fostering meaningful dialogue and engagement. While the post-conference survey remains open until June 6, early in-person feedback received during and immediately following the event indicates that the Conference was a resounding success.

The OAA staff team would like to take this opportunity to share some of the feedback received to date and outline the next steps as planning begins for Conference 2026.

## Conference 2025

Conference 2025 welcomed over 500 registrants to the Westin Ottawa Hotel for 2.5 days of engaging programming. The event featured a dynamic mix of learning formats, including Opening and Closing Plenary sessions, large classroom-style Continuing Education presentations on Wednesday, and breakout learning sessions on Thursday and Friday. Each time slot also included primarily sold-out Experiential Learning sessions held across the Ottawa region, offering attendees immersive, real-world insights. There were also Sponsored Learning opportunities throughout the event, offering another option for attendees to earn Structured Learning hours.



Preliminary feedback received to date includes the following key highlights:

- Strong appreciation for the convenience of the venue being directly connected to the host hotel.
- Continuing Education offerings were well received once again. Specific feedback regarding certain speakers is being shared with the Continuing Education department for future consideration.
- Attendees valued the sense of community fostered by the large, in-person sessions on Wednesday.
- There was a clear appreciation for the shared learning experience, with many noting that having all participants engage with the same topics encouraged meaningful dialogue even beyond the sessions themselves.
- There is widespread interest in expanding the number of Experiential Learning sessions, which were particularly popular.
- Offsite event venues—including the Ottawa Art Gallery and the Canadian Museum of Nature—received very positive reviews for their atmosphere and accessibility.
- While the badge-scanning process was successful, attendees noted that additional refinements could help improve efficiency and clarity moving forward.

We have also received very positive feedback from our Sponsors regarding this year's programming and format. The large plenary sessions, the proximity of the sessions to the sponsor hub, and the new 2025 Blueprint for Innovation: Ask the Experts Luncheons were appreciated.

Council is invited to share any additional feedback—both positive and constructive—with me at [melaniew@oaa.on.ca](mailto:melaniew@oaa.on.ca). Your insights will be valuable as the staff team both reflects on this year's event and continues planning for the next phase of Conference 2026.

### **Conference 2026 – Next Steps**

Conference 2026 will take place in the Kitchener-Waterloo Region from May 13–15, 2026. Reflecting the region's strong technological roots, the theme *Collaboration Powering Innovation* highlights the intersection of teamwork and forward-thinking solutions. In response to early feedback, there will be a particular emphasis on technology, including elements related to artificial intelligence.

Attention will be paid to ensure that programming reflects that the Waterloo region is home to Canada's largest tech, software, satellite, and eLearning companies, and is one of the world's top producers of visual technology displays. It is also the site of one of Ontario's schools of architecture.



We are pleased to inform Council that the Grand Valley Society of Architects has been actively engaged in the early planning stages and has formed a dedicated committee to support the development of the Conference. The Society's enthusiasm, fresh ideas, and local expertise are proving invaluable, and we look forward to continuing this strong collaboration.

Again, based on very positive feedback received regarding the Ottawa programming, we will be recommending a similar programming format that includes larger plenary sessions, as well as a manageable number of smaller sessions. This format resulted in a greater networking and a true sense of community. Work on the program will continue over the summer with various inputs and presented to Council for final approval in September.

To help further shape the event, we invite Council to share suggestions related to content, potential evening venues, or other ideas by contacting me at [melaniew@oaa.on.ca](mailto:melaniew@oaa.on.ca). These contributions will be brought forward to the OAA staff team as planning progresses.

Per usual, a call for presenters and session ideas will be issued next month, with a closing date in September 2025.

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**Action**

For Information only, unless Council wishes to provide further direction.

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**Attachments**

None.



FOR COUNCIL MEETING  
June 19, 2025  
(open)  
ITEM: 7.4

# Meeting Summary + Key Takeaways

Annual Meeting of the Local Society Chairs

*Reshaping Communities, Ottawa – May 13, 2025*

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Ontario Association  
of Architects

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Ordre des architectes  
de l'Ontario

# Status Update

OAA Support for Local Societies

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Society Support Items	Status
• Clarify the relationship between the OAA and the Local Societies	Ongoing
• Peer-to-peer sharing opportunities at Chair’s meetings	Ongoing
• Create an online “Toolkit” on the OAA website to share information and resources	<input checked="" type="checkbox"/>
• “How To” tips (available in the Society Toolkit on the OAA Website)	<input checked="" type="checkbox"/>
• Resources for K–12 career days and public awareness (in the Toolkit)	<input checked="" type="checkbox"/>
• Regular communications with and between Societies (email and bi-monthly meetings)	Ongoing
• Dedicated OAA staff support (Public Outreach Specialist identified as primary contact)	<input checked="" type="checkbox"/>
• Orient Societies to bOAAg to share their content	<input checked="" type="checkbox"/>
• Introduce an annual orientation for Chairs and Council Liaisons	<input checked="" type="checkbox"/>
• Return of in-person President’s Visits	<input checked="" type="checkbox"/>
• Early access to Conference Registration	<input checked="" type="checkbox"/>

## Society Support Items

## Status

• Increase Special Project Funding by introducing a 3-year recurring stream	<input checked="" type="checkbox"/>
• Collect Society annual fees for members year-round (not just during fee renewal period)	<input checked="" type="checkbox"/>
• Survey OAA members on the Societies and their mandate/activities	<input checked="" type="checkbox"/>
• Increase promotion of Local Societies in OAA Communications	<input checked="" type="checkbox"/>
• Facilitate discussion regarding current funding structure for Societies including member fee increases for a number of Societies	<input checked="" type="checkbox"/>
• Review of per capita funding for Societies and financial policies	Ongoing
• Develop individual Society portals and file-sharing drives under the OAA's Office 365 upgrade	2025
• Explore possibility to include a radius search in OAA directory	Ongoing
• Annual Report Template	Pending OAA Financial Discussions





# Group Discussion

## Local Societies *Reshaping Communities*

*Society representatives were divided into small groups with a mix of scales and capacities. Groups were asked to reflect on the questions posed and identify the ingredients in a “recipe for success” to inform future community engagement strategies and initiatives. Societies shared responses with the entire group; common themes are captured in this report.*

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# Define your Local Society's "Community / Communities"

## Similarities

- Diverse membership types
  - OAA Members/Status Holders (student associates/interns/retired)
  - Allied industry professionals (design, engineering, construction)
  - Arts professionals
  - Newcomers (internationally trained professionals)
- Established and emerging generations of professionals each with seemingly distinct needs
- Prospective volunteers are in high demand
- Architecture profession intersects with *many* external communities

## Differences

- Varying scales
  - a dozen members vs. thousands
  - small municipalities vs. major urban centres
- Varying geographies (concentrated vs. spread out)
- Varying dominant local industries
  - Healthcare
  - Post-secondary education
  - Forestry
  - Tech
- Varying municipal cultures
- Varying attitudes/values/interests



# Engagement Challenges

- Complete list of potential OAA members is protected by privacy legislation
- Capturing target audience attention and standing out among numerous competing options
- Logistical and administrative challenges
  - Sourcing venues
  - Geographical barriers to in-person gatherings
  - Costs + time
- All administrative efforts fall on a few individuals = burn out!
- Attracting potential volunteers
  - Requires a compelling value-add
  - Reluctance to commit to longer term roles
- Maintaining consistency, continuity, and momentum
- Local demographics and industries – not every region has an architecture school or thriving design community
- Established practitioners not bringing emerging professionals into the community
- Need more information about **what people want from their Local Society**
- Shifting and/or disparate interests/values between audience types
  - No one-size-fits-all approach (requires extra effort to program multiple offerings)
  - friction
  - competition



# Ingredients for Successful Community Engagement

## **Get to *know* your community**

- Surveys
- Attend and show support to other community orgs & events
- Learn from other successful groups

## **Be *efficient***

- Focus on activities that are *relevant*
- Incentivize a culture of involvement at the firm level
- Offer short-term volunteer opportunities
- Consider legacy projects to attract new audiences without reinventing the wheel with each project
  - Scholarships/bursaries
  - Annual programming in schools and/or universities
  - Contests/competitions

## **Collaborate with other groups**

- Allows you to share resources (volunteers, venues, and captive audiences)
- Motivate and hold each other accountable
- Enhance what's already happening in the community rather than competing for attention
- *Examples:* heritage groups, arts councils, festivals, EDI-focused groups, schools, lecture series, youth engagement groups

## **Nurture a sense of *belonging***

- Be inclusive and accessible
- Studio model
- Make activities feel "special"
- Gather over food + drink
- Animate local spaces that are already meaningful to the community

## ***Passion + Consistency***

- Identify champions and support with administrative skill
- Work within your limits
- Succession planning
  - Review governance structure
- Establish term limits

# Actions and Key Takeaways

## OAA

- Incentives for volunteers
- More clarity in expectations
- Complete funding discussions and establish financial policies
- Review Society boundaries?

## Societies

- Incentives for volunteers
  - Explore partnerships with other organizations
  - Engage volunteers for individual projects
  - Establish term limits for Chairs (avoids burnout)
-