**Schedule ‘D’**

**Supplementary Conditions to**

**Canadian Standard form of Contract for Architectural Services**

**RAIC Document Six - 2022**

October 2023

**[EDIT NOTE:]** \*\* remove at the time of contract preparation

The following document is meant to provide a guide for the use of Canadian Standard Form of Contract for Architectural ServicesRAIC Doc6 2018 (electronic format 2022) in combination with the attached Schedule ‘D’ – Supplementary Conditions:

The attached Supplementary Conditions have been collaboratively developed between the Province of BC, the Architectural Institute of BC (AIBC) and the Association of Consulting Engineering Companies of BC (ACEC-BC). If these Supplementary Conditions are used, since the attached Supplementary Conditions deletes GC 9 in its entirety, Architects and their Consultants are advised to negotiate Limits of Liability acceptable to both parties that are appropriate to the specific Project prior to entering into a contract. In addition, the Architects and their Consultants should obtain independent legal and insurance advice during the negotiations.

The Transferability of documents (Clause 6.4) is a unique circumstance and should be addressed for each specific project.

The proposed Insurance limits (GC 10) are minimums, and each Architect should consult with their insurance provider to confirm requirements, where applicable.

**Schedule ‘D’ - Supplementary Conditions**

The Agreement between *Client* and *Architect*, the General Conditions of the Canadian Standard Form of Contract for Architectural Services, Document 6 - 2018, the Schedule of *Architect’s* Services and Schedule of *Client* Responsibilities, with the following revisions, deletions and additions, shall apply in their entirety to the contract.

Note: All terms which are defined and which are used throughout this document appear in *italicized* text beginning with a CAPITAL letter.

1. **CONTENTS General Conditions** Add the following:

GC 16 Freedom of Information and Protection of Privacy Act GC 17 Confidentiality

## AGREEMENT

A15 – delete clause in its entirety

A17 – amend to read:

The *Client* shall pay the *Architect* within 30 days after date of issuance of an invoice, in a format acceptable to the *Client*, or within such time as is prescribed by the law of the *Place of the Work*, whichever is earlier.

A18 – replacewith:

The addresses for official notices in writing between the *Architect* and the *Client* shall be as stated in Articles A2 and A3. The delivery of such notices shall be by hand, by courier, by first class mail (Canada Post), or by other means of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. A notice shall be deemed to have been received by the addressee on the date of delivery if delivered by hand or by courier or, if sent by mail, it shall be deemed to have been received five calendar days after the date of mailing, not counting days without mail service. If sent by electronic means, a notice shall be deemed to have been received on the date of its transmission, provided that if such day is not a *Business Day*, or if received after 5:00 p.m. PST on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first *Business Day* next following the transmission. Any change in address of the parties for official notices shall be communicated by official notice in accordance with this Article.

A20 – delete clause in its entirety

A21 – delete clause in its entirety

A22 – delete clause in its entirety

A23– delete clause in its entirety

## DEFINITIONS

**Reimbursable Expenses** Delete definition wording and, Replace with:

*Reimbursable Expenses* are limited to the following actual expenditures, supported by original receipts, invoices and other applicable documentation, incurred by the *Architect*, and the *Architect’s Consultants* in the interest of the *Project*, except to the extent included under GC 12.5:

* 1. Application fees and other fees, levies, duties or taxes for building permits, licenses or approvals from authorities having jurisdiction;
	2. Renderings, models, and mock-ups and web-based *Project* management services, specifically requested by the *Client* except where specified as a project-specific requirement;
	3. Cost of printing *Construction Documents* for tender and construction; and
	4. A 5% mark-up on items .1 through .3 above for handling and administration.

Add the following:

## Business Day

## *Business Day* means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;

## Commissioning

*Commissioning* is the process of advancing systems and components from a state of completed static installation to a state of full working order, during which time the *Client's* operating staff are instructed in systems operation and maintenance.

## Cost Consultant

The *Cost Consultant* is the entity designated as such relative to this contract by the *Client*, and may be engaged and compensated by the *Client*, to provide estimates of the *Construction Cost* and advise on methods of maintaining that cost within the agreed *Construction Budget*.

## Owner, Owner’s Agent or Client Representative

Where the terms Owner, Owner’s Agent or *Client* Representative are used, they are synonymous with the word

*Client*, the entity identified in this contract as His Majesty the King in Right of the Province of British Columbia.

## Prime Consultant

The term *Prime Consultant* shall be synonymous with *Architect*.

## Project Manager

The *Project Manager* is the person or entity appointed by the *Client* responsible for managing the overall project delivery process and acting as the *Client’s* liaison with the *Architect*, contractor and user groups and departments.

## RFP – Request for Proposals

The RFP means the Client’s Request for Proposals for architectural and engineering consulting services for the *Project*.

## GENERAL CONDITIONS

**GC0 Preamble**

Remove 0.1 through 0.7 in its entirety

1. **GC1 ARCHITECT’S RESPONSIBILITIES AND SCOPE OF SERVICES**

Add the following:

1.1.12 The *Architect* shall be entitled to rely upon published product information published by manufacturers and shall not be liable for relying on information or representation which it reasonably believes to be accurate.

1.1.13 The *Client* acknowledges that either the *Architect* or the *Client* may engage *Consultants* on behalf of and for the benefit and convenience of the *Client*; and agrees that the *Architect* shall not be liable to the *Client*, in contract or in tort, for the acts, omissions or errors of such *Consultants* when retained by the *Client*. Nothing in this clause shall derogate from the *Architect’s* duty of coordination.

1. **GC4 CONSTRUCTION BUDGET, CONSTRUCTION COSTS ESTIMATE AND CONSTRUCTION *COST***

Amend as follows:

GC 4.4

.2 co-operate with the *Architect* in decreasing the *Project* scope and/or quality as an Additional Service;

Add the following:

GC 4.4

.3 abandon the *Project* and terminate this contract in accordance with GC11 **Termination and Suspension**, or

.4 terminate this contract in accordance with GC11 **Termination and Suspension**.

Amend as follows:

GC 4.5

.3 co-operate with the *Architect* in decreasing the *Project* scope and/or quality.

Add the following:

GC 4.5

.4 terminate this contract in accordance with GC11 **Termination and Suspension**.

Add the following:

4.7 The Client, unless otherwise provided, shall obtain from the Cost Consultant, estimates or updated estimates of probable *Construction Costs* in order to verify that such cost is within the approved Construction Budget at the end of the following stages unless otherwise identified in Schedule A:

* 1. Schematic Design Phase;
	2. Design Development Phase;
	3. *Construction Documents* Phase - at fifty percent (50%) complete *Construction Documents*,
	4. *Construction Documents* Phase - at ninety-nine percent (99%) pre-tender *Construction Documents*, and
	5. Receipt of bids or negotiation of proposals.

4.8 When preparing *Construction Documents*, the *Architect* shall, in consultation with the *Cost Consultant*, determine materials, equipment component systems and types of construction and shall, insofar as is possible, ascertain and advise the *Client* as to whether the estimate of probable *Construction Cost* shall exceed the *Construction Budget*.

## GC6 USE OF DOCUMENTS

Delete GC6 entirely and replace with:

1. The *Architect* and the *Consultants* engaged by the *Architect* shall own all property rights and all intellectual property rights, including copyright, in those *Instruments of Service*, including all electronic or digital files and information and the *Construction Documents*, prepared under this contract(the “*Instruments of Service*”) pursuant to this contract.
2. Submissions or distribution of the *Instruments of Service,* including all software and electronic media, to meet official regulatory requirements or for other purposes in connection with the *Project* is not to be construed as publication in derogation of the *Architect*'s rights set out in GC6.1.
3. Subject to GC6.5, the *Architect* grants to the *Client* a non-exclusive, perpetual, irrevocable, royalty-free worldwide license to use, reproduce and modify the *Instruments of Service* for the internal purposes of the *Client*, including in relation to the *Client*’s use and occupancy of the *Project*, its renovations, additions or alterations to the completed *Project*. The *Client* shall indemnify the *Architect* and the *Consultants* engaged by the *Architect* against claims and costs (including reasonable legal costs), excluding consequential damages, arising from personal injury or property damage to the extent caused by (a) the *Client’s* unauthorized use of the *Instruments of Service*, or (b) modifications made by the *Client* to the *Instruments of Service*.
4. The *Client* shall not assign, transfer or sub-license any of its rights under GC6.3 to any third party without the prior written consent of the *Architect*, except to any public agency as defined in the *Public Agency Accommodation Act* or a government body or a government corporation, as defined in the Financial Administration Act, that has an interest in the *Project*. Consent is not to be unreasonably withheld.
5. Any alterations to or unauthorized use of the Instruments of Service shall be at the *Client’s* sole risk. In no event shall the *Architect* or the Consultants engaged by the *Architect* be responsible for any damages, costs, or other liability of any kind whatsoever arising in consequence of any alterations or unauthorized use.
6. The *Client* shall not acquire any rights to the *Instruments of Service* pursuant to GC6.3 until it has paid in full all applicable fees and *Reimbursable Expenses*, including all fees and expenses as a result of suspension or termination, due to the *Architect* and payable by the *Client* pursuant to this contract.
7. Notwithstanding GC6.1, the *Client* shall be entitled to keep original models or architectural renderings which the *Client* specifically commissioned and paid for.
8. Notwithstanding any other provision of this contract, the rights and obligations of the parties pursuant to this GC6 shall survive the expiration or sooner termination of this contract.

1. **GC7 STANDARD OF CARE**

7.2 - Delete clause in its entirety.

Amend to read:

* 1. If the *Client* considers any matter to be a negligent act, error or omission, of the *Architect* or of a *Consultant* engaged by the *Architect*, the *Client* shall notify the *Architect* in writing accordingly. The *Architect* shall thereupon take the necessary steps, including advising any Consultantso impacted, to preserve its coverage under any professional liability insurance policy that may apply.
1. **GC 8 INDEMNIFICATION**

Delete GC 8.1 entirely and replace with:

Replace with:

GC8.1 Notwithstanding the provision of insurance coverage by the *Client*, the *Architect* hereby agrees to indemnify and save harmless the *Client*, its successor(s), assign(s) and authorized representative(s) and each of them from and against losses, claims, damages, actions, and causes of action, (collectively referred to as “Claims”) that the *Client* may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this contract, that arise out of errors, omissions or negligent acts of the *Architect* or the *Architect’s* Consultant*(*s*)*, servant(s), agent(s) or employee(s) under this contract, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the *Client*, its other Consultant(s*)*, assign(s) and authorized representative(s) or any other persons.

1. **GC 9 LIMITATION OF LIABILITY**

DeleteGC9.1 through GC9.3 entirely

**[EDIT NOTE:]** \*\* remove at the time of contract preparation

\*\*update prior to posting, for project specific requirements and contact Risk Management Branch, if required [[Risk Management for Government & Provincial Public Sector - Province of British Columbia](https://www2.gov.bc.ca/gov/content/governments/services-for-government/internal-corporate-services/risk-management)]

1. **GC10 INSURANCE**

 Delete GC10.1 through GC10.5 and

Replace with:

10.1 The *Architect* shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in form and amounts acceptable to the *Client:*

**[Select only one option (either $2 million or $5 million CGL)]**

.1 Commercial General Liability in an amount not less than Two Million Dollars ($2,000,000)inclusive per occurrence against bodily injury and property damage. The insurance will name the *Client* as an additional insured, include a cross liability clause, be endorsed to provide the *Client* with 30 days’ advance written notice of cancellation.

.1 Commercial General Liability in an amount not less than Five Million Dollars ($5,000,000) inclusive per occurrence against bodily injury and property damage. The insurance will name the *Client* as an additional insured, include a cross liability clause, be endorsed to provide the *Client* with 30 days’ advance written notice of cancellation.

 **[Delete paragraph below if the “Services” are not leading to construction]**

If the *Client* is to insure against commercial general liability insurance on a single *Project* basis (Wrap Up Liability Insurance as described in GC 10.2) for the *Architect and its Consultant(s)*, the coverage referred to under GC 10.1.1 above is not required during the period that the Wrap Up Liability insurance is in force.

 .2 Owned or Non-Owned Aircraft (including unmanned aircraft vehicles) Liability Insurance if used directly or indirectly in the performance of the *Services*, subject to not less than Two Million Dollars ($2,000,000) inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof and including aircraft passenger hazard where applicable. The insurance will name the *Client* as an additional insured, include a cross liability clause and be endorsed to provide the *Client* with 30 days’ advance written notice of cancellation.

This insurance shall be maintained continuously from commencement of the *Services* involving aircraft (including unmanned aircraft vehicles) until such work is completed.

.3 Owned or Non-Owned Watercraft Liability Insurance if used directly or indirectly in the performance of the *Services*, subject to limits of not less than Two Million Dollars ($2,000,000) inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof. The insurance will name the *Client* as an additional insured, include a cross liability clause and be endorsed to provide the *Client* with 30 days’ advance written notice of cancellation.

This insurance shall be maintained continuously from commencement of the *Services* involving watercraft until such work is completed.

.4 Professional (Errors and Omissions) Liability Insurance protecting the *Architect,* and if applicable its insurable *Consultant(s*) and their respective servants, agents or employees, against any loss or damage arising out of the professional services rendered by any of them under this contract. Such insurance shall be for an adequate amount acceptable to the *Client* and shall in any event be not less than:

.i For construction valued at ZERO DOLLARS ($0.00) to FIFTEEN MILLION DOLLARS ($15,000,000):

**ONE MILLION DOLLARS ($1,000,000) per claim;**

.ii For construction valued over FIFTEEN MILLION DOLLARS ($15,000,000) to THIRTY MILLION DOLLARS ($30,000,000):

**TWO MILLION DOLLARS ($2,000,000) per claim**; or

.iii For construction valued over THIRTY MILLION DOLLARS ($30,000,000) to SEVENTY-FIVE MILLION DOLLARS ($75,000,000):

**FIVE MILLION DOLLARS ($5,000,000) per claim**.

Construction valued over $75 million must be referred to Risk Management Branch. The *Architect* may be required to insure against Professional (Errors and Omissions) Liability on a single *Project* basis.

The *Architect’s Consultant(s)* shall maintain a minimum of $250,000 Professional (Errors and Omissions) Liability Insurance.

This insurance shall be maintained continuously from commencement of *Services* until contract completion.

.5 Automobile Liabilitywith respect to owned or leased vehicles used directly or indirectly in the performance of the*Services*, subject to limits of not less than Two Million Dollars ($2,000,000) inclusive per occurrence.

.6 The *Architect* shall cause its *Consultant(s)* to purchase and maintain insurance appropriate to the scope and nature of the *Consultant’s* obligations.

.7 All insurance described in GC10.1.1, GC10.1.2, GC10.1.3 and GC10.1.4 above must:

* 1. be primary; and
	2. not require the sharing of any loss by any insurer of the *Client*.

.8 The Architect shall provide the *Client* with proof of insurance for those insurances required to be provided by the *Architect* prior to the commencement of the contract in the form of a completed certificate of insurance. The *Architect* shall also provide a certified copy of any required policies to the *Client* upon request.

.9 The *Architect* shall provide, maintain and pay for any additional insurance which they are required to provide by law or which they consider necessary.

**[Delete GC 10.2 in its entirety if the “Services” are not leading to construction]**

* 1. For projects with an estimated project cost of $5,000,000 or greater, the *Client* shall purchase and maintain for its own benefit, as well as for the benefit of the *Architect* and its *Consultant(s)*:

.1 Commercial General Liability – Wrap Up Insurance with a limit of not less than Ten Million Dollars ($10,000,000), inclusive per occurrence, and not less than Ten Million Dollars ($10,000,000) general aggregate for third party bodily injury, death, and damage to property including loss of use thereof, product/completed operations liability with a limit of not less than Ten Million Dollars ($10,000,000) aggregate. The insurance shall cover the *Client*, *Constructor*, *Architect(s),* *Consultant(s),* and anyone employed by them to perform part or parts of the *Work* but excludes suppliers whose only function is to supply and/or transport products to the project site. The insurance does not extend to activities, works, jobs or undertakings of the insureds other than those directly related to the *Work* of the *Construction Contract*. The insurance shall contain a waiver of the *Client’s* rights of subrogation against all protected entities except where a loss is deemed to have been caused by or resulting from any error in design or any other professional error or omission.

This insurance shall be maintained continuously from commencement of the *Work* and kept in force at a minimum until the *Project* is ready for use or is being used for the purpose intended and is so confirmed in writing by the *Architect* in consultation with the *Constructor* and the *Client*, plus with respect to completed operations cover a further period of twenty-four (24) months.

.2 Course of Construction (Builders Risk) coverage, against “All Risks” of direct physical loss or damage including the peril of equipment breakdown, and will cover all materials, property, structures and equipment purchased for, entering into, or forming part of the *Work*while located anywhere in Canada or the continental United States of America during construction, erection, installation and testing and commissioning, but such coverage may be subject to off-site storage and transit exposure sub-limits and shall not include coverage for the *Architect’s,* *Consultant(s), or* *Constructor’s* equipment of any description*.* The coverage shall include as a protected entity, each of the *Client,* *Constructor*, *Architect,* and *Consultant(s)* who are engaged in the *Work.* The coverage will contain a waiver of the *Client*’s rights of subrogation against all protected entities except where loss is deemed to have been caused by or resulting from an error in design or any other professional error or omissions, or manufacturers (not employees of a protected entity). The insurance will be maintained continuously from commencement of the *Work* and kept in force until the *Project* is ready for use or is being used for the purpose intended and is so confirmed in writing by the *Architect* in consultation with the *Constructor* and the *Client.*

.3 In the event of loss, the *Architect* shall immediately notify the *Client* with full details of the incident. The *Architect* shall act in the best interests of the *Client* and any adjustment of the loss with Insurers and repairs shall be carried out subject to the instructions of the *Client*. The *Architect* shall be entitled to such reasonable extension of time for completion of his services as the *Client* may decide.

.4 The *Client* shall, upon request, provide the *Architect* with proof of insurance for those coverages and insurances required to be provided by the *Client* prior to commencement of the *Work* and subsequent certified copies of policies within a reasonable time period thereafter.

## GC11 TERMINATION AND SUSPENSION

Add the following:

11.6 In the event of termination by the *Client* due to the failure of the *Architect* to perform its services, the *Client* may recover costs additional to the remaining portion of the fee, if any, otherwise payable to the *Architect* as set forth in Article A12 of the Agreement which are incurred by the *Client* in engaging another *Architect*.

1. **GC12 PAYMENTS TO THE *ARCHITECT***

Add the following:

12.5 The *Architect’s Schedule A - F1 Services – Base Contract Fee* includes provision of payment for the following during the duration of the *Project* from contract award to the end of the warranty period:

1. All normal office expenses, including but not limited to: reproductions, long distance phone calls, facsimile transmissions, photography, courier services, postage and handling of information;
2. All Computer-aided drafting and design (CADD) files, plotting, reproductions, printing of drawings and specifications for internal or sub-consultant or *Project Team* use during all phases of *Project* development;
3. printable, readable prints of drawings, one each for the *Project* Brief and the *Client*;
4. All transportation, accommodation and meals costs in connection with the *Project* for travel from the respective *Architect’s* or *Sub-Consultant's* office, including but not limited to: Costs of travel, mileage, lodging, parking fees, ferry costs, meals;
5. All time spent in travelling; and
6. All profit and overhead, except the 5% mark-up as noted under *Reimbursable Expenses* above.

Where chargeable, *Reimbursable Expenses* shall be supported by original receipts, invoices and other applicable documentation, incurred by the *Architect*, and the *Architect’s Consultants* in the interest of the *Project*.

12.6 For percentage fee computed on the final *Construction Cost*, the *Architect* shall only be entitled to payment based on the approved *Construction Cost*, plus change orders which resulted solely from late changes to the *Client’s* program of requirements, or in respect of site conditions which were not foreseen and reasonably ought not to have been foreseen by the *Architect* or its *Consultants*.

 Fees are not payable on change orders resulting from ambiguity in the *Construction Documents,* or other errors or omissions of the *Architect*.

12.7 If some or any encumbrance of any kind or nature be placed upon or obtained against the property of the Client in, or as a result of any proven legal liability of the Architect or its Consultants or their respective servant(s), agent(s) or employee(s), the Architect shall forthwith cause the same to be discharged. In the event that the Architect shall fail to remove the said encumbrance(s), then the Client shall have the right to pay whatever monies may be necessary to fully discharge any and all such encumbrance(s) and all of its costs may be deducted from monies otherwise payable to the *Architect*, and the *Client* shall furthermore be entitled to any additional costs that it may thereby incur.

**GC14 DISPUTE RESOLUTION**

14.4 Delete and replace as follows:

14.4.1 If the Construction Contract or a subsequent agreement between the Client and Constructor provides that a dispute between the Client and Constructor may be resolved by any or all of negotiation, mediation or arbitration and, in the Client’s determination, the Architect will be of assistance in providing information or documents that will assist in resolving the dispute, then the Architect shall, at the Client’s request, attend such dispute resolution forum and shall fully participate in the resolution of such dispute. The Client will pay the Architect as an Additional Service for such involvement. The Architect may remain impartial during these proceedings, in accordance with the AIBC Code of Ethics and Professional Conduct.

14.4.2 If the Construction Contract or a subsequent agreement between the Client and Constructor provides that a dispute between the Client and Constructor may be resolved by any or all of negotiation, mediation or arbitration and the Client determines that such dispute may involve issues related to any Instruments of Service or other Services performed by the Architect, then the Architect shall, at the Client’s option, attend such dispute resolution forum and shall fully participate in the resolution of such dispute at no additional cost to the Client.

 The Client will pay the Architect as an Additional Service for such participation unless it is determined that the dispute was contributed to by the Architect’s error or omission.

1. **GC15 MISCELLANEOUS GENERAL CONDITIONS**

15.2 add the following at the end of the sentence: “upon prior written approval by the *Client*.”

15.3 add the following at the end of the sentence: “upon prior written approval by the *Client*.”

1. Add the following:

**GC15.7** **INFORMATION TECHNOLOGY RELATED THREATS**

15.7.1 The *Architect* shall notify the *Client* as soon as reasonably possible of the Contractor’s identification of a breach or incident that has affected, or may affect, *Client* information.

15.7.2 The *Client* shall notify the *Architect* as soon as reasonably possible of the breach or incident that has affected, or may affect, project information.

1. Add the following:

GC 15.8 Together with the *Architect’s* proposal documents and any subsequent negotiation, the RFP may form part of this contract, as determined by the *Client*. In the event of any conflict between the terms of the RFP and this contract, the contract takes precedence.

## Add the following:

**GC16 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

16.1 Notwithstanding GC6 – USE OF DOCUMENTS, and for the purposes as set out under GC17 – CONFIDENTIALITY, all documents submitted to the *Client* will be considered in the custody or control of the *Client* and as such are subject to the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c165.

## Add the following:

**GC17 CONFIDENTIALITY**

1. Subject to GC16 – FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT, the *Architect* shall keep confidential all matters related to the performance of this contract, regardless of form (written, oral, visual or other), including but not limited to technical drawings and manuals, designs and concepts data and surveys, layouts and schedules, all matters related to Project finances, personnel and suppliers, and all deliverables, commercial and legal issues relating to or arising out of the performance of the contract.
2. The *Architect* shall not divulge any information that has been given to the *Architect* or acquired by the *Architect* on a confidential basis in the course of carrying out his services as provided for herein, except to authorized employees, assignees, transferees or *Consultants* and other contractors who need to know and then only to the extent required to enable such persons to fulfil the obligations of the *Architect* under this contract.
3. No confidential information shall be used by the *Architect* on any other project or *Work* without the prior written consent of the *Client*.
4. The *Architect* shall not publish any statement, paper, photograph or document or hold any ceremony with respect to the *Work* performed under the contract without the prior written approval of the *Client* which would not be unreasonably withheld.
5. The limitations on the use and disclosure of the confidential information received shall not apply to information which (a) was known to, and disclosed by, the *Architect* before its receipt from the *Client*; or (b) was learned by the *Architect* from a third party entitled to disclose it, and disclosed by the *Architect* prior to its receipt from the *Client*; or (c) becomes known publicly other than through the *Architect*; or (d) is authorized in writing by the *Client* for disclosure; or (e) is disclosed pursuant to the requirements of a government authority or judicial order.

## Add the following:

**GC18 RIGHT TO SET OFF**

The Architect acknowledges the effect of Section 38 of the Financial Administration Act.