

**SUBCONTRACTING AGREEMENT  
(Construction/Manufacturing)  
(Long Form)**

**TABLE OF CONTENTS**

	<b>PAGE</b>
<b>RECITALS</b> .....	<b>11</b>
<b>0.00 INTERPRETATION</b> .....	<b>12</b>
0.01 Definitions .....	12
0.01.01 Activities .....	12
0.01.02 Adjustment Notice .....	12
0.01.03 Agreement .....	12
0.01.04 Amendment .....	12
0.01.05 Best Efforts .....	13
0.01.06 Bid .....	13
0.01.07 Breach .....	13
0.01.08 Call for Tenders .....	13
0.01.09 Change Notice .....	13
0.01.10 Client .....	13
0.01.11 Completion .....	13
0.01.12 Confidential Information .....	14
0.01.13 Delivery Note .....	14
0.01.14 Dispute .....	14
0.01.15 Encumber / Encumbrance .....	14
0.01.16 Equipment .....	15
0.01.17 Force Majeure .....	15
0.01.18 Improvements .....	15
0.01.19 Intellectual Property .....	15
0.01.20 Legal Representatives .....	15
0.01.21 Loss .....	16
0.01.22 Materials .....	16
0.01.23 Ordinary Course of Business .....	16
0.01.24 PARTY .....	16
0.01.25 Person .....	16
0.01.26 Prime Rate .....	17
0.01.27 Purchase Order .....	17
0.01.28 Site .....	17
0.01.29 Specifications .....	17
0.01.30 Templates .....	17
0.01.31 Work .....	17
0.02 Interpretation .....	17
0.02.01 Entire Agreement .....	17
0.02.02 Conflict of Interpretation .....	18
0.03 Applicable Law .....	18

**SUBCONTRACTING AGREEMENT  
(Construction/Manufacturing)  
(Long Form)**

0.04	Non-Compliance .....	18
0.04.01	Severability .....	18
0.04.02	Substitute Provision .....	18
0.05	Miscellaneous .....	18
0.05.01	Cumulative Rights .....	18
0.05.02	No Waiver .....	18
0.05.03	Time and Days .....	19
a)	Time of the Essence .....	19
b)	Computation of Time .....	19
c)	Delays .....	19
0.05.04	Financial References .....	20
0.05.05	Cross-References .....	20
0.05.06	Gender and Number .....	20
0.05.07	Headings .....	20
0.05.08	Knowledge .....	20
0.05.09	Approval .....	20
0.05.10	Accounting Standards .....	21
<b>1.00</b>	<b>PURPOSE .....</b>	<b>21</b>
1.01	Granting of Work .....	21
1.02	Suppliers .....	21
1.03	Minimum Order .....	21
1.04	Training Session .....	21
<b>2.00</b>	<b>CONSIDERATION .....</b>	<b>22</b>
2.01	Base Price .....	22
2.02	Adjustments .....	22
2.02.01	Modifications .....	22
a)	Procedure .....	22
b)	Adjustment Notice .....	22
2.02.02	Materials .....	22
a)	Evaluation .....	22
b)	Costs .....	22
2.02.03	Waiver of Other Costs .....	23
2.02.04	Penalty .....	23
2.02.05	Bonus .....	23
2.02.06	Training Session .....	23
<b>3.00</b>	<b>TERMS OF PAYMENT .....</b>	<b>23</b>
3.01	Initial Instalment .....	23
3.02	Holdback .....	23
3.03	Final Instalment .....	24
3.03.01	Release of Holdback .....	24
3.03.02	Holdback Kept by CONTRACTOR .....	24

**SUBCONTRACTING AGREEMENT  
(Construction/Manufacturing)  
(Long Form)**

3.04	Adjustment.....	24
3.04.01	Calculation.....	24
3.04.02	Materials.....	24
3.04.03	Bonus.....	24
3.05	Interest .....	25
3.06	Waiver of Compensation .....	25
3.07	Loss of Term.....	25
<b>4.00</b>	<b>SECURITY .....</b>	<b>25</b>
4.01	Suretyship .....	25
4.02	Right of Ownership.....	26
4.03	Legal Hypothec.....	26
<b>5.00</b>	<b>MUTUAL REPRESENTATIONS AND WARRANTIES .....</b>	<b>26</b>
5.01	Status.....	26
5.02	Authority.....	26
5.03	Binding Agreement.....	26
5.04	Canadian Resident .....	26
5.05	Commission .....	27
5.06	Permits .....	27
5.07	Insurance.....	27
5.08	Nominee.....	27
5.09	Fundamental Provisions.....	27
5.10	Disclosure .....	27
5.11	Legal Proceedings.....	28
5.12	Public Contracts.....	28
5.12.01	Admissibility .....	28
5.12.02	RENA .....	28
5.12.03	Register of Persons Ineligible for Public Contracts of DGEQ .....	28
5.12.04	AMF .....	28
5.12.05	Revenu Québec Certificate.....	29
5.12.06	Unsatisfactory Performance .....	29
<b>6.00</b>	<b>REPRESENTATIONS AND WARRANTIES OF CONTRACTOR.....</b>	<b>29</b>
6.01	Manufacturing Licence.....	29
6.02	Performance Bond .....	29
<b>7.00</b>	<b>REPRESENTATIONS AND WARRANTIES OF SUBCONTRACTOR.....</b>	<b>30</b>
7.01	Expertise .....	30
7.02	Work Conflicts.....	30
7.03	ISO Standards .....	30
<b>8.00</b>	<b>MUTUAL DUTIES AND OBLIGATIONS.....</b>	<b>30</b>
8.01	Confidential Information .....	30

**SUBCONTRACTING AGREEMENT  
(Construction/Manufacturing)  
(Long Form)**

8.01.01	Undertaking .....	30
8.01.02	Duration of Undertaking .....	31
8.01.03	End of Agreement .....	31
	a) Request for Return .....	31
	b) Destruction .....	31
8.01.04	Penalty .....	32
8.02	Insurance .....	32
8.02.01	Insured Risks .....	32
8.02.02	Amount of Coverage .....	32
8.02.03	Insurer .....	32
8.02.04	Prior Notice .....	32
8.02.05	Additional Named Insured .....	32
8.02.06	Certificates of Insurance .....	32
8.02.07	Notice of Modification or Cancellation .....	33
8.03	Continuation of Representations and Warranties .....	33
8.04	Indemnification .....	33
8.04.01	Scope .....	33
8.04.02	Procedure .....	33
8.04.03	Deductible .....	34
8.04.04	Limitation .....	34
8.05	Reimbursement of Legal Costs .....	34
8.06	Disclosure of Agreement .....	34
8.06.01	Undertaking .....	34
8.06.02	Default .....	35
8.07	Meetings .....	35
8.08	Further Assurances .....	35
8.09	Non-Solicitation of Personnel .....	35
8.09.01	Scope of Undertaking .....	35
8.09.02	Breach of Undertaking .....	35
	a) Automatic Penalty .....	35
	b) Payment .....	36
	c) Protective Measures .....	36
<b>9.00</b>	<b>DUTIES AND OBLIGATIONS OF CONTRACTOR .....</b>	<b>36</b>
9.01	Producing Work .....	36
9.01.01	Purchase Order .....	36
9.01.02	Intellectual Property .....	36
9.01.03	Technical Support .....	36
9.01.04	Templates .....	36
9.01.05	Specifications .....	37
9.01.06	Ownership of Work .....	37
9.02	Schedule .....	37
9.02.01	Default by CONTRACTOR .....	37
9.02.02	New Schedule .....	37

**SUBCONTRACTING AGREEMENT  
(Construction/Manufacturing)  
(Long Form)**

	a) Agreement .....	37
	b) Arbitration .....	37
9.03	Modifications and Improvements .....	37
	9.03.01 Powers of CONTRACTOR.....	37
	a) Notice .....	38
	b) Compatibility .....	38
	9.03.02 Assessment .....	38
9.04	Inspection.....	38
	9.04.01 Notice .....	38
	9.04.02 Rejection.....	38
	9.04.03 Fees.....	38
9.05	Delivery and Installation.....	38
	9.05.01 Access to the Site .....	38
	9.05.02 Delivery Note .....	39
	9.05.03 Transfer of Risks .....	39
	9.05.04 Supervision of Site .....	39
	9.05.05 Legal Compliance.....	39
	9.05.06 Start-up .....	39
9.06	Infringement .....	39
	9.06.01 Judicial Procedures.....	39
	9.06.02 Indemnification .....	40
9.07	Exclusivity .....	40
9.08	Guarantees .....	40
<b>10.00</b>	<b>DUTIES AND OBLIGATIONS OF SUBCONTRACTOR.....</b>	<b>40</b>
10.01	Best Efforts .....	40
10.02	Producing Work.....	40
	10.02.01 Confirmation of Purchase Order .....	40
	10.02.02 Employee Training.....	40
	10.02.03 Supervision.....	41
	10.02.04 Compliance with Laws and Standards .....	41
	10.02.05 Compliance with Specifications.....	41
	10.02.06 Materials.....	41
	10.02.07 Templates .....	41
	a) Use.....	41
	b) Ownership.....	41
	c) Return .....	41
	10.02.08 Trademarks.....	42
	10.02.09 Taxes .....	42
	10.02.10 Notice of Completion .....	42
10.03	Schedule to Produce Work .....	42
	10.03.01 Start Date.....	42
	10.03.02 Deadline .....	42
	10.03.03 New Schedule.....	42

**SUBCONTRACTING AGREEMENT  
(Construction/Manufacturing)  
(Long Form)**

	a) Notice .....	42
	b) Agreement .....	42
	c) Arbitration .....	43
	10.03.04 Labour Dispute .....	43
10.04	Changes to Specifications .....	43
	10.04.01 Approval by CONTRACTOR .....	43
	10.04.02 Improvements .....	43
	10.04.03 Waiver of Improvements .....	43
	10.04.04 Change Notice .....	43
10.05	Inspection .....	44
	10.05.01 Full Access .....	44
	10.05.02 Trials .....	44
	10.05.03 Deficiency .....	44
	a) Correction .....	44
	b) Indemnification .....	44
10.06	Delivery and Installation .....	44
	10.06.01 Transportation .....	44
	a) Good Working Condition .....	44
	b) Damage .....	45
	10.06.02 Assembly and Installation .....	45
10.07	Warranties .....	45
	10.07.01 Undertaking .....	45
	a) Work .....	45
	b) Materials .....	45
	10.07.02 Customer Service .....	45
10.08	Exclusivity .....	45
10.09	Cooperation .....	46
10.10	Infringement .....	46
	10.10.01 Judicial Procedures .....	46
	10.10.02 Settlement .....	46
10.11	Contesting Ownership .....	46
10.12	Non-Competition .....	46
	10.12.01 Scope of Undertaking .....	46
	10.12.02 Breach of Undertaking .....	47
	a) Automatic Penalty .....	47
	b) Payment .....	47
	c) Protective Measures .....	47
	10.12.03 Reasonableness of Clause .....	47
10.13	Non-Solicitation of Clients .....	48
	10.13.01 Scope of Undertaking .....	48
	10.13.02 Breach of Undertaking .....	48
	a) Automatic Penalty .....	48
	b) Payment .....	48
	c) Protective Measures .....	48

**SUBCONTRACTING AGREEMENT  
(Construction/Manufacturing)  
(Long Form)**

10.14	Liability.....	48
10.15	Ownership.....	48
<b>11.00</b>	<b>SPECIAL PROVISIONS.....</b>	<b>49</b>
11.01	Assignment .....	49
11.01.01	Prohibition.....	49
11.01.02	Reasonable Cause.....	49
11.01.03	Effect of Breach .....	49
11.01.04	Exception.....	49
11.02	Force Majeure .....	50
11.02.01	Limitation on Liability .....	50
11.02.02	Duty .....	50
11.02.03	Right of Other PARTY .....	50
11.03	Relationship Between the PARTIES .....	50
11.04	Reimbursement of Legal Costs.....	51
11.05	Remedies.....	51
11.05.01	Choice .....	51
11.05.02	No Limitations .....	51
<b>12.00</b>	<b>GENERAL PROVISIONS .....</b>	<b>51</b>
12.01	Notice.....	51
12.02	Dispute Resolution.....	52
12.02.01	Good Faith Negotiations .....	52
a)	Written Notice .....	52
b)	Meeting.....	52
c)	Legal Proceedings.....	52
d)	Protective Measures.....	52
12.02.02	Mediation .....	52
a)	Process .....	52
b)	Mediator .....	52
c)	Settlement .....	53
d)	Arbitration [OR Legal Proceeding] .....	53
12.02.03	Arbitration (if V1 of 12.02.02 c) above applies) .....	53
a)	Notice .....	53
b)	Reply.....	53
c)	Appointment of a Third Arbitrator .....	54
d)	Subcontracts .....	54
e)	Confidentiality .....	54
f)	Hearing .....	54
g)	Ruling .....	54
h)	Costs .....	55
i)	Supplementary Rules.....	55
12.03	Choice of Forum .....	55
12.04	Counterparts.....	55

**SUBCONTRACTING AGREEMENT  
(Construction/Manufacturing)  
(Long Form)**

12.05	Amendment.....	55
12.06	No Waiver of Rights.....	55
12.07	Electronic Transmission.....	56
12.08	Language.....	56
<b>13.00</b>	<b>TERMINATION.....</b>	<b>56</b>
13.01	Expiry of Term.....	56
13.02	As of Right or by Mutual Consent.....	56
13.03	No Default.....	56
13.04	Event of Default.....	57
	13.04.01 Without Notice.....	57
	13.04.02 With Prior Notice.....	57
	13.04.03 Change in Control.....	57
<b>14.00</b>	<b>EFFECTIVE DATE.....</b>	<b>57</b>
14.01	Upon Execution.....	58
14.02	Exceptions.....	58
	14.02.01 Retroactive.....	58
	14.02.02 Deferred.....	58
<b>15.00</b>	<b>DURATION.....</b>	<b>58</b>
15.01	Fixed Term.....	58
15.02	Survival.....	58
<b>16.00</b>	<b>SCOPE.....</b>	<b>59</b>
16.01	Previous Agreements.....	59



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**SUBCONTRACTING AGREEMENT  
(Construction/Manufacturing)  
(Long Form)**

**SCHEDULES**

**PAGE**

<b>SCHEDULE A – EXCERPT OF A RESOLUTION OF CONTRACTOR.....</b>	<b>61</b>
<b>SCHEDULE B – EXCERPT OF A RESOLUTION OF SUBCONTRACTOR .....</b>	<b>62</b>
<b>SCHEDULE 0.01.13 – DELIVERY NOTE.....</b>	<b>63</b>
<b>SCHEDULE 0.01.27 – PURCHASE ORDER.....</b>	<b>63</b>
<b>SCHEDULE 0.01.29 – SPECIFICATIONS .....</b>	<b>63</b>
<b>SCHEDULE 1.02 – SUPPLIERS .....</b>	<b>63</b>
<b>SCHEDULE 4.01 – SURETYSHIP AGREEMENT .....</b>	<b>64</b>
<b>SCHEDULE 5.12.06 – UNSATISFACTORY PERFORMANCE.....</b>	<b>66</b>
<b>SCHEDULE 9.07 – EXCLUSIVITY OF CONTRACTOR (TERRITORY) .....</b>	<b>66</b>
<b>SCHEDULE 10.07.01 a) – WARRANTY (WORK) .....</b>	<b>66</b>
<b>SCHEDULE 10.12.01 A – NON-COMPETITION - ACTIVITIES .....</b>	<b>66</b>
<b>SCHEDULE 10.12.01 B – NON-COMPETITION - TERRITORY .....</b>	<b>67</b>
<b>SCHEDULE 10.13.01 – NON-SOLICITATION - CLIENTS .....</b>	<b>67</b>



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**SUBCONTRACTING AGREEMENT  
(Construction/Manufacturing)  
(Long Form)**

SUBCONTRACTING AGREEMENT entered into in the City of ....., Province of ....., Canada.

**BETWEEN:** V1 ..... (*name of individual*), ..... (*occupation*), domiciled and residing at ..... (*civic number and street name*), in the City of ..... (*name of city*), Province of ..... (*name of province*), ..... (*postal code*), [operating as a sole proprietorship under the name ..... (*business name*)];

**OR**

V2 ..... (*corporate name*), a legal person duly incorporated under the ..... Act (*name of statute under which the corporation was incorporated*), with its principal place of business at ..... (*civic number and street name*), in the City of ..... (*name of city*), Province of ..... (*name of province*), ..... (*postal code*), and duly registered under the designating number ..... in accordance with the ..... Act (*name of applicable statute governing legal registration of corporation*), represented by ..... (*name of representative*), its ..... (*title of representative*), duly authorized for the purposes hereof, [as he/she so declares] **OR** [as indicated in the resolution of the sole director [**OR** board of directors], attached hereto as Schedule A];

**OR**

V3 ..... (*common business name*), [a general partnership], **OR** [a limited partnership represented by ..... (*name of its general partner*), its general partner] **OR** [an undeclared partnership], **OR** [a joint venture], **OR** [a collaboration], **OR** [a group of persons] operating a business, duly formed under the [..... Act (*identify applicable statute*)] **OR** [*Civil Code of Quebec*] **OR** [applicable general law], with its head or registered office at ..... (*civic number and street name*), in the City of ..... (*name of city*), Province of ..... (*name of province*), ..... (*postal code*), and duly registered (*if applicable*) under the designating number ..... in accordance with the ..... Act (*name of the applicable statute governing the legal registration of the corporation*) represented by ..... (*name of representative*), its ..... (*title of representative*), duly authorized for the purposes hereof as he/she so declares **OR** [as indicated in the resolution of the partners of the general partnership], **OR** [as indicated in the resolution of the sole director [or Board of Directors] of the general partner of the limited partnership], **OR** [as indicated in the resolution of the partners of the undeclared partnership], **OR** [as indicated in the resolution of the sole director [or Board of Directors] of each participant in the joint venture, **OR** [as indicated in the resolution of the sole director [or Board of Directors] of each participant in the collaboration], **OR** [as indicated in the resolution of the members of the group of persons], attached hereto as Schedule A;

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CONTRACTOR	SUBCONTRACTOR

**SUBCONTRACTING AGREEMENT  
(Construction/Manufacturing)  
(Long Form)**

**HEREINAFTER THE “CONTRACTOR”;**

**AND:** ..... *(identify subcontractor)* (select the appropriate version from those listed above and, if applicable, insert Schedule B);

**HEREINAFTER THE “SUBCONTRACTOR”;**

**HEREINAFTER COLLECTIVELY THE “PARTIES”.**

**AND INTERVENING HEREIN:**

..... *(identify surety)* (select the appropriate version from those listed above and, if applicable, insert Schedule C);

**HEREINAFTER THE “SURETY”;**

---

**RECITALS**

THE PARTIES DECLARE AS FOLLOWS:

- A) The CONTRACTOR is engaged in the business of ..... *(describe business activity)*;
- B) The SUBCONTRACTOR is engaged in the business of ..... *(describe business activity)*;
- C) The CONTRACTOR wishes to obtain supplies from subcontractors, in order to ..... *(describe project)*;
- D) The CONTRACTOR issued a call for tenders *(if a “request for proposals” modify the terminology accordingly throughout the document)* on ....., 20... in order to receive offers from different subcontractors;
- E) The CONTRACTOR has, after reviewing the bids submitted, decided to award the contract to produce the work defined in Subsection 0.01.31 herein to the SUBCONTRACTOR;

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CONTRACTOR	SUBCONTRACTOR

**SUBCONTRACTING AGREEMENT  
(Construction/Manufacturing)  
(Long Form)**

- F) The SUBCONTRACTOR agrees to produce the work whenever required by CONTRACTOR by purchase order;
- G) The PARTIES have agreed that this agreement will govern the execution of all purchase orders as well as the relationship between the PARTIES;
- H) The PARTIES wish to record the terms of their agreement regarding such purpose in a private instrument;
- I) It is the intent of the PARTIES that their agreement be construed as a contract by mutual agreement.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

**0.00 INTERPRETATION**

**0.01 Definitions**

Unless otherwise indicated herein or inconsistent with the context, capitalized words and expressions appearing in this agreement and in any ancillary or subordinate documentation will be interpreted as follows:

**0.01.01 Activities**

means, regarding the CONTRACTOR, ..... *(describe principal business activities)* and, regarding the SUBCONTRACTOR, ..... *(describe principal business activities)*;

**0.01.02 Adjustment Notice**

means the document transmitted by the SUBCONTRACTOR to the CONTRACTOR upon receipt of a Change Notice that sets out the proposed changes to the schedule and/or the price as a result of the modification described in such Change Notice;

**0.01.03 Agreement**

means this agreement including its recitals and schedules, any related or ancillary documentation identified therein, as well as any amendments thereto that the PARTIES may make from time to time in accordance with Section 12.05 herein;

**0.01.04 Amendment**

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CONTRACTOR	SUBCONTRACTOR

# SUBCONTRACTING AGREEMENT (Construction/Manufacturing) (Long Form)

means the amendment to the agreement to be signed by the PARTIES upon receipt of a Change Notice and Notice of Adjustment, regarding any change to the price set out in Section 2.01 of the Agreement or the schedule to produce the Work as described under Section 10.03 herein;

**0.01.05 Best Efforts**

means the efforts that a Person, including a PARTY, desirous of achieving a result and acting prudently and diligently would use in similar circumstances to maximize, to the extent reasonably practicable, the probability that a result will occur and includes the generally recognized or common trade practices of any trade or profession as well as the generally recognized best practices of a business sector;

**0.01.06 Bid**

means the written proposal submitted by the SUBCONTRACTOR in compliance with the Call for Tenders with regard to producing the Work;

**0.01.07 Breach**

means:

- a) any misrepresentation, inaccuracy, error, or failure to disclose;
- b) any non-compliant performance or failure to perform an obligation; or
- c) any non-compliance, infringement, default or failure to satisfy any other provision;

**0.01.08 Call for Tenders**

means the process by which the CONTRACTOR requests bids from subcontractors in order to award the contract to a subcontractor in order to produce the Work;

**0.01.09 Change Notice**

means the document sent by the CONTRACTOR to the SUBCONTRACTOR to modify the Purchase Order or Specifications;

**0.01.10 Client**

means the Person who has agreed to purchase the Work from the CONTRACTOR;

**0.01.11 Completion**

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CONTRACTOR	SUBCONTRACTOR