AIA® Document C401® – 2017

Standard Form of Agreement Between Architect and Consultant

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

BETWEEN the Consultant's client identified as the Architect:
(Name, legal status, address and other information)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Consultant:
(Name, legal status, address and other information)

Consultant's discipline:

Consultant's Designated Representative:
(Name, address and other information)

Architect's Designated Representative:
(Name, address and other information)

The Architect has made an agreement, hereinafter known as the Prime Agreement, dated:
(In words, indicate month, day and year of the Prime Agreement.)

with the Architect's client identified as the Owner:
(Name, legal status, address and other information)

for the following Project:
(Include detailed description of Project, location, address and scope.)

The Architect and the Consultant agree as follows.

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TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 CONSULTANT'S RESPONSIBILITIES

3 SCOPE OF CONSULTANT'S SERVICES

4 ADDITIONAL SERVICES

5 ARCHITECT'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION AND SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 A copy of the Architect's agreement with the Owner for the Project, referred to as the Prime Agreement (from which compensation amounts may be deleted), is attached as Exhibit A and is made a part of this Agreement.

§ 1.2 The portion of the Project for which the Consultant shall provide services is hereinafter called This Portion of the Project. Except as set forth herein, the Consultant shall not have any duties or responsibilities for any other portion of the Project. This Portion of the Project consists of the following:
(Fully describe the Portion of the Project for which the Consultant shall provide the services set forth in Article 3 of this Agreement.)

§ 1.3 To the extent that the provisions of the Prime Agreement apply to This Portion of the Project, the Architect shall assume toward the Consultant all obligations and responsibilities that the Owner assumes toward the Architect, and the Consultant shall assume toward the Architect all obligations and responsibilities that the Architect assumes toward the Owner. Insofar as applicable to this Agreement, the Architect shall have the benefit of all rights, remedies and redress against the Consultant that the Owner, under the Prime Agreement, has against the Architect, and the Consultant shall have the benefit of all rights, remedies and redress against the Architect that the Architect, under the Prime Agreement, has against the Owner. Where a provision of the Prime Agreement is inconsistent with a provision of this Agreement, this Agreement shall govern.

§ 1.4 The Consultant is an independent contractor for This Portion of the Project. The Consultant is responsible for methods and means used in performing its services under this Agreement and is not an employee, agent, or partner of the Architect. The Architect shall not be responsible for the acts or omissions of the Consultant.

§ 1.5 Except as otherwise authorized by the Architect, all communications between the Consultant and the Owner, Contractor, or other consultants for the Project shall be forwarded through the Architect. The Architect shall be the administrator of the professional services for the Project, and shall facilitate the exchange of information among the Owner, Consultant and other consultants as necessary for the coordination of This Portion of the Project.

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§ 1.6 If applicable, the Architect and Consultant agree to share the costs and expenses incurred in marketing, promotion, display, and procurement of this Project as follows:

§ 1.7 If applicable, the Architect and Consultant agree to share professional credit for the Project as follows:

§ 1.8 The other consultants to be retained by the Architect are as follows:
(List disciplines and, if known, names, addresses and other information.)

§ 1.9 The subconsultants to be retained by the Consultant are as follows:
(List disciplines and, if known, names, addresses and other information.)

§ 1.10 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.10.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. If the standard of care set forth in the Prime Agreement for the Architect's services differs from the standard of care set forth in this Section for the Consultant's services, the Consultant shall perform its services consistent with the standard of care in the Prime Agreement.

§ 2.2 The Consultant shall identify a representative authorized to act on behalf of the Consultant with respect to This Portion of the Project, and key personnel who will perform the Consultant's services. The Consultant shall not replace its identified representative or key personnel without the Architect's approval, which shall not unreasonably be withheld.

§ 2.3 The Consultant shall recommend to the Architect the appropriate investigations, surveys, tests, analyses, reports, and the services of other consultants that should be obtained for the proper execution of the Consultant's services. The Consultant shall review the information provided by the Architect and shall promptly notify the Architect if the Consultant needs further information to perform its services.

§ 2.4 The Consultant shall coordinate its services with those of the Architect and other consultants in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's or other consultants' services. The Consultant shall coordinate all aspects of its design of the Work for This Portion of the Project with the Work designed by the Architect and other consultants, as necessary for the proper coordination of the Project.

§ 2.5 The Consultant shall provide copies of drawings, reports, specifications, and other necessary information to the Architect and other consultants in the format the Architect requires.

§ 2.6 The Consultant shall not be responsible for the acts or omissions of the Architect, Architect's other consultants, Contractor, Subcontractors, their agents or employees, or other persons performing any of the Work. The Consultant

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shall provide prompt written notice to the Architect if the Consultant becomes aware of any errors, omissions or inconsistencies in the services or information provided by the Architect or other consultants.

§ 2.7 The Consultant shall submit for the Architect's approval a schedule for the performance of the Consultant's services consistent with the requirements of the Prime Agreement, which may be adjusted as the Project proceeds. The Consultant's schedule shall allow reasonable time for the Architect and other consultants to review the Consultant's submittals. Once approved by the Architect, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Architect.

§ 2.8 The Consultant shall maintain the following insurance for the duration of this Agreement.

§ 2.8.1 Commercial General Liability with policy limits of not less than ($) for each occurrence and ($) in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Consultant with policy limits of not less than ($) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.8.3 The Consultant may achieve the required limits and coverage for Comprehensive General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.8.4 Workers' Compensation at statutory limits.

§ 2.8.5 Employers' Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.

§ 2.8.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ($) per claim and ($) in the aggregate.

§ 2.8.7 Additional Insured Obligations. To the fullest extent permitted by law, the Consultant shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner and Architect as additional insureds for claims caused in whole or in part by the Consultant's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Architect's and Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.8.8 The Consultant shall provide to the Architect certificates of insurance evidencing compliance with the requirements in this Section 2.8.

ARTICLE 3 SCOPE OF CONSULTANT'S SERVICES

§ 3.1 The Consultant shall provide the Architect with the same professional services for This Portion of the Project as the Architect is required to provide to the Owner under the Prime Agreement. The Consultant shall provide its services in the phases and sequences directed by the Architect, and subject to the same standards and provisions that the Architect is required to meet under the Prime Agreement, unless otherwise described below.

§ 3.1.1 The Consultant shall provide ( ) site visits during construction of the Project**.** If the Architect authorizes the Consultant to perform additional site visits, the Consultant shall be compensated for the additional site visits as an Additional Service.

§ 3.1.2 Set forth below any variations to, or limitations on, the professional services described in the Prime Agreement affecting the Consultant's services under this Agreement.

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§ 3.2 The Consultant shall ascertain the requirements for This Portion of the Project and shall confirm such requirements to the Architect.

§ 3.3 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 3.4 Upon request of the Architect, the Consultant shall furnish to the Architect, with reasonable promptness, interpretations of the Contract Documents prepared by the Consultant.

§ 3.5 The Consultant shall, within time limits agreed upon or otherwise with reasonable promptness, render written recommendations on claims, disputes, and other matters in question between the Owner and Contractor relating to the execution or progress of This Portion of the Project as provided by the Contract Documents.

§ 3.6 The Consultant shall assist the Architect in determining whether the Architect shall reject Work for This Portion of the Project that does not conform to the Contract Documents or whether additional inspection or testing is required.

ARTICLE 4 ADDITIONAL SERVICES

Additional Services may be provided after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services that may arise as the Project proceeds, as described in the Prime Agreement, the Consultant shall notify the Architect. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Architect's written authorization. The Architect has no obligation to compensate the Consultant for any Additional Services performed without such written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Article 4 shall entitle the Consultant to compensation pursuant to Section 11.2.

ARTICLE 5 ARCHITECT'S RESPONSIBILITIES

§ 5.1 The Architect shall provide available information in a timely manner regarding requirements for and limitations on This Portion of the Project, including a copy of the Owner's program for the Project.

§ 5.2 The Architect shall identify a representative authorized to act on the Architect's behalf with respect to This Portion of the Project. The Architect or such identified representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services. The Architect shall not replace its identified representative without the approval of the Consultant, which shall not unreasonably be withheld.

§ 5.3 On the Consultant's request, for design and coordination of This Portion of the Project, the Architect shall furnish to the Consultant, in a timely manner, (1) detailed layouts showing the location of connections, and (2) tabulations giving sizes, loads and other information on equipment designed, specified or furnished by others.

§ 5.4 The Architect shall confer with the Consultant before issuing interpretations or clarifications of documents prepared by the Consultant and shall request the recommendation of the Consultant before providing interpretations or clarifications of shop drawings, product data, samples or other submissions of the Contractor, or upon Change Orders and Construction Change Directives affecting This Portion of the Project.

§ 5.5 The Architect shall furnish to the Consultant a copy of the preliminary estimate or updated estimates of the Cost of the Work as submitted to, or received from, the Owner, bidding documents, bid tabulations, negotiated proposals and Contract Documents, including, to the extent they pertain to this Portion of the Project, Change Orders and Construction Change Directives for the Consultant's use in the design and coordination of This Portion of the Project.

§ 5.6 The Architect shall advise the Consultant of the identity of other consultants participating in the Project and the scope of their services.

§ 5.7 If the Consultant reasonably requests information from investigations, surveys, tests, analyses and reports, or the services of other consultants not within the scope of the Consultant's services, the Architect shall request that the Owner furnish the information or services.

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§ 5.8 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Consultant. The Architect shall provide prompt written notice to the Consultant if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

§ 5.9 Within seven days after receipt of a written request, the Architect shall request information from the Owner as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights. Within seven days of receipt of such information from the Owner, the Architect shall furnish the information to the Consultant.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work is defined as set forth in the Prime Agreement.

§ 6.2 The Consultant shall review or prepare estimates of the Cost of the Work for This Portion of the Project to the extent such services are required of the Architect in the Prime Agreement.

§ 6.3 If at any time the estimate for the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Consultant shall make appropriate recommendations to the Architect to adjust the Project's size, quality or budget related to This Portion of the Project. Additionally, the Consultant shall cooperate with the Architect and the Architect's other consultants in redesigning the Work for This Portion of the Project to comply with the budget for the Cost of the Work.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Upon execution of this Agreement, the Consultant grants to the Architect a license to use the Consultant's Instruments of Service in the same manner and to the same extent as the Architect has granted a license to the Owner in the Prime Agreement.

§ 7.2 The Architect and the Consultant shall not make changes in each other's Instruments of Service without written permission of the other party.

§ 7.3 The Consultant shall maintain on file, and make available to the Architect, design calculations for This Portion of the Project, and shall furnish copies thereof to the Architect on request.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to the same dispute resolution provisions as set forth in the Prime Agreement, except that if the claim, dispute or other matter in question is unrelated to a dispute between the Architect and Owner, or if the Consultant is legally precluded from being a party to the dispute resolution procedures set forth in the Prime Agreement, then claims, disputes or other matters in question shall be resolved in accordance with the procedures set forth in Section 8.2 and, if applicable, Section 8.3. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter under the dispute resolution provisions set forth in the Prime Agreement.

§ 8.1.2 The Consultant shall indemnify and hold the Architect and the Architect's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Consultant, its employees and its consultants in the performance of professional services under this Agreement. The Consultant's obligation to indemnify and hold harmless the Architect and its officers and employees does not include a duty to defend.

§ 8.1.3 The Architect shall indemnify and hold the Consultant and the Consultant's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its other consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold harmless the Consultant and its officers and employees does not include a duty to defend.

§ 8.1.4 Disputes between the Architect and Consultant arising out of the Owner's acts, omissions or responsibilities under the Prime Agreement shall be resolved in accordance with the binding dispute resolution method in the Prime Agreement. In the event of such a dispute, the Consultant shall be entitled to relief only to the same extent and

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according to the same provisions as the Architect is entitled to recover from the Owner after deduction for the Architect's costs incurred in presenting and litigating or arbitrating the claim, including legal fees, normal overhead costs and apportionment to other affected consultants.

§ 8.2 Mediation

§ 8.2.1 If claims, disputes or matters in question are unrelated to a dispute between the Architect and Owner, or if the Consultant is legally precluded from being a party to the dispute resolution procedures set forth in the Prime Agreement, then such claims, disputes or matters in question shall be subject to mediation as a condition precedent to the method of binding dispute resolution set forth below. Unless the parties mutually agree otherwise, mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution, but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.2 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ Arbitration pursuant to the terms and conditions set forth in Section 8.3.

☐ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Architect and Consultant do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

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§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Architect and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Architect and Consultant under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 Except as otherwise provided below, the Architect may terminate this Agreement or suspend the Consultant's services pursuant to the same terms and conditions, other than the amount of any Termination Fee or Licensing Fee set forth in the Prime Agreement, under which the Owner may terminate the Prime Agreement or suspend the Architect's services under the Prime Agreement. Additionally, the Consultant may terminate this Agreement or suspend its services pursuant to the same terms and conditions under which the Architect may terminate the Prime Agreement or suspend its services under the Prime Agreement.

§ 9.1.1 Except as provided in Section 9.1.2, in the event of termination of this Agreement not due to the fault of the Consultant, the Architect shall pay the Consultant a Termination Fee and, for the Architect's continued use of the Consultant's Instruments of Service, a Licensing Fee as set forth below:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee:

§ 9.1.2 Notwithstanding Section 9.1.1, in the event of termination of this Agreement due to the Owner's termination of the Prime Agreement for the Owner's convenience, and if the Architect receives payment of a Termination Fee and Licensing Fee from the Owner, the Architect shall pay the Consultant a Termination Fee and, for the Owner's continued use of the Consultant's Instruments of Service, a Licensing Fee as set forth below:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee:

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§ 9.2 Either party may terminate this Agreement at such time as the Prime Agreement is terminated. The Architect shall promptly notify the Consultant of such termination.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the same laws governing the Prime Agreement. If the parties have selected arbitration as the method of binding dispute resolution in Section 8.2, the Federal Arbitration Act shall govern the arbitration set forth in the Prime Agreement.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201®–2017, General Conditions of the Contract for Construction.

§ 10.3 The Architect and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither Architect nor Consultant shall assign this Agreement without the written consent of the other.

§ 10.4 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Architect or Consultant.

§ 10.5 Unless otherwise required in this Agreement, the Architect and Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.6 If the Consultant or Architect receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.6.1.

§ 10.6.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.6.

§ 10.7 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case, the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Consultant's Services as described under Article 3, the Architect shall compensate the Consultant as follows:
(Insert amount of, or basis for, compensation.)

§ 11.2 For Additional Services that may arise during the course of the Project, the Architect shall compensate the Consultant as follows:
(Insert amount of, or basis for, compensation.)

§ 11.3 Compensation for Additional Services of the Consultant's subconsultants when not included in Section 11.2, shall be the amount invoiced to the Consultant plus percent (%), or as otherwise stated below:

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§ 11.4 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate ($0.00)

§ 11.5 COMPENSATION FOR REIMBURSABLE EXPENSES
The Architect shall reimburse the Consultant for the Reimbursable Expenses necessarily incurred by the Consultant or the Consultant's employees directly relating to the Project and listed in the Prime Agreement plus percent (%) of the expenses incurred. Reimbursable Expenses are in addition to compensation for the Consultant's services and Additional Services.

§ 11.6 PAYMENTS TO THE CONSULTANT
§ 11.6.1 The Consultant shall submit invoices for services and Reimbursable Expenses in accordance with the provisions of the Prime Agreement. The Architect shall review such invoices and, if they are considered incorrect or untimely, the Architect shall, within ten days from receipt of the Consultant's billing, review the matter with the Consultant and confirm in writing to the Consultant the Architect's understanding of the disposition of the issue.

§ 11.6.2 Payments to the Consultant shall be made promptly after the Architect is paid by the Owner under the Prime Agreement. The Architect shall exert reasonable and diligent efforts to collect prompt payment from the Owner. The Architect shall pay the Consultant in proportion to the amounts received from the Owner which are attributable to the Consultant's services rendered and Reimbursable Expenses incurred.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Architect and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Architect and Consultant.

§ 13.2 This Agreement is comprised of the following documents:

.1 AIA Document C401®–2017, Standard Form Agreement Between Architect and Consultant;
.2 Prime Agreement between the Owner and Architect, including all applicable exhibits thereto, attached as Exhibit A;
.3 Building Information Modeling Exhibit, if completed:

.4 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement)

.5 Other documents:
(List other documents, if any, forming part of the Agreement.)

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This Agreement entered into as of the day and year first written above.

ARCHITECT *(Signature)*	CONSULTANT *(Signature)*
(Printed name and title)	*(Printed name and title)*

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