**Contract Clause – Subcontracting (or No Subcontracting)**

1.  [No] Subcontracting.

    1.1  [Except as set forth in [Section 1.2](#co_anchor_a639257_1) below,] [[N/n]either party may/[NAME OF PARTY]] may not] subcontract the performance of any of its duties or obligations under this Agreement to any Person.]

    1.2  [Notwithstanding the foregoing, [either party/[NAME OF PARTY]] may subcontract the performance of any of its duties or obligations under [Section[s] [SECTION REFERENCES] of this Agreement/this Agreement] to [any person/the persons set forth on Exhibit [EXHIBIT REFERENCE]][; provided that [the subcontracting party/[NAME OF PARTY]]:

(a)  [[obtains the prior written consent of/provides prior written notice to] the other party to this Agreement[, which consent shall not be unreasonably withheld];]

(b)  [prior to the commencement of any work by any subcontractor, enters into a written agreement with such subcontractor that binds the subcontractor to terms that are at least as protective of the rights and information of the other party to this Agreement under [Section[s] [SECTION REFERENCES] of] this Agreement; and ]

(c)  [[uses [reasonable/commercially reasonable/good faith/best] efforts to subcontract/subcontracts] only with Persons that have the requisite skills to perform any subcontracted obligations in accordance with the terms of this Agreement.]

    1.3  In all cases, [the subcontracting party/[NAME OF PARTY]] shall be responsible and liable for the acts and omissions of each subcontractor (including its employees) to the same extent as if such acts or omissions were by [the subcontracting party/[NAME OF PARTY]] or its employees and shall be responsible for all fees and expenses payable to any subcontractor.