Attachment A: BIM Protocol

“Project Name”
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**1. Definitions**

**BIM:** Building Information Modelling (BIM) is a process of designing, constructing or operating a building or infrastructure asset using electronic object-oriented information.

**Built Asset Security Manager:** Built Asset Security Manager means the individual reporting directly to, or employed by, the Employer or asset owner and undertaking the role of security management in relation to the Project.

**Common Data Environment (CDE):** CDE is a combination of hardware, software and workflow that is used to collect, manage and disseminate all relevant approved files, documents and data for multidisciplinary teams in a managed process.

**Digital Data:** Digital data is data that represents other forms of data using specific machine language systems that can be interpreted by various technologies.

**Employer:** Employer means the person (or persons) appointing the Project Team Member pursuant to the Agreement and the beneficiary of any novation of the Employer’s rights and obligations under this Protocol, subject to the terms of such novation.

**Employer’s Information Manager:** Employer’s Information Manager means the person (or persons) appointed, initially by the Employer or the owner of the built asset which is the subject of the Project, to perform a role in connection with the Project which includes, amongst other things, the establishment and management of the processes, protocols and procedures set out in the Information Particulars.

**Employer’s Information Requirements:** Employer’s Information Requirements means a document setting out the information to be delivered and the standards and processes to be adopted in the delivery of Project Information.

**Information Model:** Information Model means a collective set of documentation, non-graphical information and graphical information that represents a constructed, under-construction or to-be constructed physical asset.

**Model Users:** Model User means any party authorised to use a Model in the Project, such as for analysis, estimating or scheduling or for development of other Models, and includes subsequent or other Model Authors.
**Other Project Team Member:** Other Project Team Member means any person having responsibilities in relation to the production, delivery and/or use of Information Models and appointed by the Employer in relation to the Project, excluding the Project Team Member.

**Project Team Member:** Project Team Member means the person or persons appointed by the Employer pursuant to the Agreement.

**Responsibility Matrix:** Responsibility Matrix means the document setting out responsibility for model or information production in line with defined Project stages.

**Security Requirements:** Security Requirements means the document attached at Appendix 3 of this Protocol setting out the security requirements for carrying out the Project in a security-minded way, including any policies, protocols, processes and procedures referred to therein.

### 2. Project Information

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<th>Company name</th>
<th>Contact name</th>
<th>Email</th>
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<td>Proposed completion date:</td>
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### 3. Key Project Contacts

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4. Obligations of the Employer

4.1 The Employer should consider:
   a) the Employer’s Information Requirements, including data standards; and
   b) the Responsibility Matrix;

which should be updated at each project stage, if necessary.

4.2 The Employer must appoint, change or update the Information Manager as needed until the end of the project.

4.3 The Employer is required to provide Project Team Members with the opportunity:
   a) to use the CDE to the extent necessary to fulfill the agreement; and
   b) to share information in order to save information at the end of the project and in cases of early termination of the agreement.

4.4 The Employer must review Security Requirements as well as ensure the appointment of a Build Asset Security Manager. Updating requirements or modifying a Security Manager can be at each stage of a project as needed until the end of the project.

4.5 The Employer is obliged to build relationships with other Project Team Members taking into account mutual expectations, honesty, mutual trust and joint efforts to achieve common agreements.

5. Obligations of the Project Team Member

5.1 Project Team Member must provide an Information Model, considering events or circumstances that give the Project Team Member the right to an extension or additional time in accordance with the agreement.

5.2 Project Team Member must provide an Information Model at the level of development to the corresponding specified project stage in accordance with the Employer’s Information Requirements (EIR), data standards and other annexes to the agreement, use the Common Data Environment (CDE) for the sharing and publication.

5.3 Project Team Member may use the Information Model only in accordance with acceptable goals.
5.4 Project Team Member must ensure that current information requirements and data standards of the Employer are always respected.

5.5 Project Team Member must ensure the relevance of the data, which the contractor added to the Common Data Environment (CDE).

5.6 Project Team Member must interact with the Built Asset Security Manager and must also comply with parts of Security Requirements that relate to confidential information.

5.7 Project Team Member is obliged to ensure the processing of personal data in accordance with the general data protection regulations.

5.8 The Contractor must ensure that all Project Team Members, with the exception of the Employer, are bound by protocol.

5.9 Project Team Member is required to build relationships with the Employer, taking into account mutual expectations, honesty, mutual trust and make joint efforts to achieve common agreements.

6. Risk allocation

6.1 Model Users can rely on the accuracy and completeness of the Information Model only to the extent required for the level of development corresponding to specified project stage in accordance with the Employer’s Information Requirements.

6.2 The Model Users can use the content of the Information Model that exceeds the level of development corresponding to specified project stage in accordance with the Employer’s Information Requirements at their own risk and without liability to the Author of the model.

6.3 Each model author in relation to its contribution should meet the standard of care in accordance with the agreement.

6.4 In case the standard of care is not established in the agreement, then the standard of care should be the appropriate degree of qualification, care and diligence expected from a competent person engaged in BIM and performing the same role or scope of works as that model author on the project.

6.5 Each Project Team Member should make efforts to minimize the risk of claims and liability arising from the use or access to the information models.
6.6 Each Project Team Member must immediately inform the relevant party of any errors, inconsistencies or omissions found in the information model.

6.7 The project team member does not guarantee that any software used to prepare the specified information or any software format in which such information is transmitted, published or otherwise produced in accordance with this protocol and agreement is compatible with any software or software format used by the Employer or on its behalf, the Information Manager of the employer or any other team member project in connection with the project.

7. Property rights

7.1 The copyright to the information model and the protected work contained in the information model is owned by the project team member who created it.

7.2 Each project team member (including the contractor), upon the Employer’s request, must:

   a) immediately confirm that he is bound by this protocol; and
   b) sign a sublicensing agreement between them.

7.3 The Project Team Member grants the Employer a non-exclusive, free and irrevocable license, as well as a sub-license, if the rights belong to third parties, which allow to distribute, copy, display and use the license subject for the permitted purpose.

7.4 Any license or sub-license granted by Project Team Member to the Employer should not include the right to make changes without written confirmation of the project team member, except the cases when:

   • such change is provided for in the Employer’s Information Requirements; or
   • such change is made after dismissal member of the project team in accordance with the agreement.

7.5 Employer becomes a legal licensee:

   • at the moment when a Project Team Member begins to participate in the production of an Information Model without specifically agreeing on a protocol; or
   • by agreeing on a protocol with Project Team Member.

7.6 Project Team Member does not have the right to grant any license to use the subject license to any third party.
7.7 The license of the employer from project team member is granted without the right to remuneration from the employer.

7.8 The Employer grants to the Project Team Member a non-exclusive sub-licence to transmit, copy and use:

- any Information Model that forms part of other Information Models; or
- any data that forms part of other Information Model; or
- any proprietary work contained in such an Information Model owned by the other Project Team Members or any other third party for the permitted purpose.

7.9 Licenses and sub-licenses submitted to the project team member by the employer should not include changes to the information model or any part of it without the written approval of the Employer or any other Project Team Member who created this model, except in cases when:

- such change is provided for in the Employer’s Information Requirements; or
- such a change is made after dismissal of Project Team Member and needed for the project completion.

8. Electronic data exchange

8.1 When exchanging Digital Data, the Party receiving the Digital Data receives this Digital Data for free and is allowed to utilize information provided for the purpose of the project completion.

8.2 The transmitting party is obliged to ensure that it is either the copyright holder of the transmitted information or has permission from the copyright holder to transmit information for use in the project.

8.3 The project team member is not liable to the Employer in connection with any corruption or inadvertent change, modification or alteration of electronic data in any Specified Information that appears after it has been transmitted, published or otherwise released within the CDE process, unless this is the result of the Member’s failure to comply with the project team of this protocol and / or agreement.

8.4 The transfer of confidential Digital Data is a guarantee for the party receiving such confidential Digital Data that the transmitting party has the right to transmit confidential Digital Data.
8.5 The receiving party keeps confidential Digital Data strictly confidential and does not disclose it to any other persons.

8.6 The receiving party may disclose confidential Digital Data as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity.

8.7 The receiving party may also disclose the confidential Digital Data 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 confidential Digital Data.