



CIC

**BUILT ENVIRONMENT
PROFESSIONS TOGETHER**

**BUILDING INFORMATION
MODELLING (BIM) PROTOCOL**
SECOND EDITION

Standard Protocol for use in projects
using Building Information Models

The BIM Protocol has been drafted by
Beale & Company on behalf of the CIC.

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Second Edition.

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CIC/BIM Pro
Second Edition 2018

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Standard Protocol for use in projects
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Construction Industry Council Members

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1. Introduction

The BIM Protocol was first commissioned by the Construction Industry Council (CIC) in 2013 as part of its response to the UK Government BIM Strategy. The Protocol was drafted for use with all common construction contracts (i.e. contracts for design and construction in respect of an asset) and supports BIM working at Level 2.

The Protocol, when completed:

1. puts into place specific contractual obligations on the Employer and the Project Team Member (clause 2–4) in connection with Specified Information and Project Information;
2. sets out the rights the Project Team Member and the Employer have to use that Specified Information and Project Information and their liability for such use (clauses 5–7);
3. identifies the information which members of the Project Team are required to produce (as set out in the Responsibility Matrix identified in Appendix 1 and in Appendix 2 (and the Employer's Information Requirements and BIM Execution Plan referred to in Appendix 2)); and
4. can require compliance with security standards and processes (clause 8 and Appendix 3).

The following principles have informed the drafting of the Protocol:

- minimum changes necessary have been made to the pre-existing contractual arrangements on construction projects;
- there is an obligation to provide and share specified information using a Common Data Environment process and to comply with the Employer's Information Requirements and BIM Execution Plan;
- the Project Team Members can be required to comply with the Employer's security processes and procedures in providing their work/services;
- the Protocol should be incorporated into the contracts of all the project team, creating a consistent framework in respect of BIM; and
- the Protocol is flexible and suitable for use on all Level 2 BIM projects (whatever form of procurement is adopted, whether traditional or more collaborative, such as alliancing and partnering).

This guidance outlines the changes made in the Second Edition (paragraph 2), explains how the Protocol should be used (paragraph 3) and sets out some of the key considerations when completing the Appendices (paragraph 4).

2. Changes in the Second Edition

Now that the UK Government's BIM mandate (requiring the use of BIM on centrally procured public sector projects) is in force and BIM is widely used, the First Edition of the Protocol has been updated to reflect current practices and standards regarding the use of BIM.

In particular, the Second Edition of the Protocol is closely aligned with PAS 1192-2 (which at the time of publication is in the process of being updated). This means that rather than Specified Models, the Project Team Member now must produce Specified Information (i.e. information required in the Responsibility Matrix and the Information Particulars). This is because PAS 1192-2 applies to all information (not just models). Some of the terminology has also been changed to be consistent with PAS 1192-2.

The changes which have been made include the following:

- **Responsibility Matrix** – the Protocol now includes a Responsibility Matrix (rather than a Model Production and Delivery Table). PAS 1192-2 provides for a Responsibility Matrix to be produced setting out responsibility for model or information production in line with defined project stages.
- **Information Particulars** – Appendix 2 now refers to the Employer's Information Requirements for the Project and the BIM Execution Plan, both of which are to be produced under PAS 1192. All references to the Information Particulars in the Protocol include these two key documents. In addition, for the Protocol to "work" as intended, where not covered in these documents, further information should be included in Appendix 2 for the specific items set out under the heading "project procedures".
- **Permitted Purpose** – the Permitted Purpose (which determines how information can be used) now refers to:
 - o the Level of Definition (rather than Level of Detail, to be consistent with PAS 1192-2) which is comprised of the Level of Information and the Level of Model Detail (as applicable);
 - o the status code of information (which under BS1192:2007+A2:2016 indicates the approved "suitability" for use of information at the stage it is issued);
 - o the functional state of the Project Information (i.e. either Work in Progress, Shared, Published or Archive under BS1192:2007+A2:2016); and
 - o the purpose for which the information was prepared.
- **Protocol and Agreement** – the Protocol will now only take precedence over the Agreement if there is a conflict in respect of clause 3, 4 and Appendix 1 or 2 of the Protocol. This achieves the intention of creating a minimum set of consistent obligations across the project team, without overriding the agreed contractual position any more than necessary. It does mean however, that for the Protocol as a whole to have effect, the Agreement should state that the Protocol takes precedence.
- **Co-ordination** – a new process has been included for co-ordinating information and resolving inconsistencies (clause 2.1-2.2). The statement that Models take precedence has been removed as this may not always be appropriate. Coordination meetings are to be attended as stated in the Information Particulars. If one Party becomes aware of an inconsistency it will inform the other Party and then seek to resolve it with the project team.

- **Standards, Methods and Procedures** – the processes in PAS 1192–2 and a number of other standards are typically followed on a BIM project to clarify the basis on which information is produced and exchanged. These standards often assume that certain tasks will be carried out by the procurer of a Project. The Employer therefore commits to performing its obligations under the Standards, Methods and Procedures identified in the Information Particulars (clause 3.1.2).
- **Common Data Environment Process (“CDE Process”)** – the Project Team Member is now to share and publish information using the CDE Process. Unless this is part of the Project Team Member’s obligations, the Employer must arrange that the Project Team Member can make use of the CDE Process to the extent necessary to perform its obligations and to download a record copy (clause 3.1.3(c)–(d)).
- **Programme** – the Specified Information must be shared and/or published during the stage and at the times stated in the Responsibility Matrix, the Information Particulars or the Agreement. This is subject to any extension of time applicable under the Agreement (rather than reasonable endeavours and events outside the Project Team Member’s control as it was under the First Edition). This will help create certainty as to the timescale for the development of information.
- **Interoperability** – interoperability is a key issue on any BIM project. The Project Team Member now (without prejudice to their other obligations) gives no warranty that software is compatible with that of any other Project Team Member/the Employer (clause 5.1). This is more balanced than the First Edition (in which the Project Team Member did not warrant the integrity of electronic data).
- **Copyright** – the copyright provisions are now more flexible. Clauses 6.2–6.4 (stating that the Project Team Member retains copyright ownership and grants a licence) only apply if the Agreement contains no provisions regarding intellectual property; if the Agreement contains such provisions, they will apply to the Material (Specified Information and information prepared under the Agreement comprised in or extracted from the Specified Information). This means that the Protocol can be used (unamended) even if the Project Team Member will not retain ownership of its intellectual property (because it will be transferred to the Employer).

If ownership of the intellectual property in the Specified Information is being transferred to the Employer, the Agreement should make clear if there is any “background intellectual property” which the Project Team Member will retain ownership of (e.g. information model objects).

- **Security** – security is a key factor to take into account on any project when BIM is used, as outlined in PAS 1192:5:2015. The Second Edition therefore refers to:
 - o the Built Asset Security Manager – this role is described in PAS 1192–5:2015;
 - o the Security Requirements – the applicable security policies etc. are to be set out in Appendix 3 and must be included for the security provisions to have effect;
 - o Sensitive Information – on some projects there will be Sensitive Information which will not be shared in the CDE Process. Sensitive Information is to be defined in the Security Requirements and in any instructions given by the Employer under clause 4.1.7. The application of a number of the terms in the Protocol is also subject to the obligations in relation to Sensitive Information; and
 - o Employer remedies if security obligations are breached – including, ultimately, to terminate.

If additional security measures are not required, the Parties can elect to omit the drafting by not including Appendix 3 in the final Protocol or stating NOT USED in Appendix 3.

- **Appendices** – the “pro forma” editable Appendices have been updated to reflect the updated Protocol. These are very much “pro formas” which a) must be completed and b) can be changed to suit the requirement of each Project. The key items which should be included in the Appendices are highlighted in paragraph 4.

3. How to use the Protocol

For the Protocol to have contractual effect, it is essential that an “incorporation clause” is included in each contract into which it is to be incorporated. A suggested incorporation clause is as follows:

‘The [Employer] and the [Contractor/Consultant/Subcontractor] shall:

1. comply with their respective obligations set out in the CIC Building Information Modelling Protocol, Second Edition 2018, in the form attached at Appendix [X] (“**BIM Protocol**”);
2. have the benefit of any rights granted to them in the BIM Protocol; and
3. have the benefit of any limitations or exclusions of their liability contained in the BIM Protocol.

The [Employer] and the [Contractor/Consultant/Subcontractor] agree that, subject to clause 1.4 of the BIM Protocol, this Agreement shall be amended as set out in the BIM Protocol.’

A completed version of the Protocol, including Appendices 1, 2 (and if used 3) should then be appended to the Agreement in the place referred to in the incorporation clause. If Appendices 1 and 2 are not completed the Protocol will have limited effect.

It is essential that they are completed carefully, otherwise this may prevent the benefits of using BIM being obtained. If Appendix 1, 2 or 3 need to be updated after the Agreement is concluded, this should be instructed or agreed in accordance with the terms of the Agreement.

The incorporation clause should be considered on a contract by contract basis and legal advice sought in this regard. For example, amendments may be required to the scope of services/works of the Project Team to reflect the fact that BIM is being used and to be consistent with Appendix 1. Any conflict between the Agreement and the Protocol and the order of priority should also be considered carefully. If the Parties wish the Protocol as a whole to have the intended effect, any order of priority should state that the Protocol takes precedence over the Agreement.

The JCT suite of contracts provide that nothing will override or modify the Agreement or the contract conditions (clause 1.3, JCT Design and Build Contract, 2016) and therefore if the Protocol is used alongside a JCT contract consider either 1) amending the JCT form to enable the Protocol to take precedence; or 2) deleting from “provided that” in clause 1.4 until the end of the clause.

Guidance on the use of the Protocol with the NEC4 Suite of contracts has been published and is available at necontract.com/NEC4-Products/NEC4-Contracts.

4. Appendices

The key items to be included in Appendices 1–3 are as follows:

Appendix	Key Items to Include
Appendix 1	<p>Responsibility Matrix – Refer to or attach the Responsibility Matrix. This should identify the Specified Information to be produced, shared and published by the Project Team Member and the applicable Level of Definition (the Level of Information and/or Level of Model Detail).</p>
Appendix 2	<p>Employer’s Information Requirements (EIRs) – Refer to any EIRs (see PAS 1192–2) in Appendix 2.</p> <p>BIM Execution Plan (BEP) – Refer to the agreed BEP (see PAS 1192–2) which will apply to the Project Team Member in Appendix 2. Set out the process for developing/amending the BEP. State how any conflict between the EIRs and the BEP will be resolved.</p> <p>Unless these are set out in the EIRs or the BEP the following should also be stated in Appendix 2 for the Protocol to “work”:</p> <ul style="list-style-type: none"> • Co-ordination – timetable of project coordination meetings (see clause 2.1). • Inconsistency – any process/approach for resolving inconsistency in or between information (see also clause 2.2). • Standards, methods and procedures – the applicable standards, methods and procedures (see clause 3.1.2), e.g. PAS 1192–2. • Asset Information Model – the information and assistance required in respect of the Asset Information Model, including in connection with any applicable Soft Landings process (see clause 4.1.5). • Software – the agreed approach in respect of different software formats/ interoperability (see clause 5.1). • Amendments – the extent to which Project Information can be amended (see clauses 6.4.1 and 6.7.1) (if at all). • Specified Information – specify any additional Specified Information (clause 10.30).
Appendix 3	<p>Application – state whether or not the Security Minded Provisions in the Protocol apply. If nothing is included at Appendix 3 or if it states “not used” the Security Minded Provisions will not apply.</p> <p>Sensitive Information – specify any project information which is “Sensitive Information” and therefore treated differently to other information.</p> <p>Employer’s Standards – identify the Employer’s general Security Requirements.</p> <p>Project Specific Standards – identify the Security Requirements specific to the Project.</p> <p>If the EIRS or BEP contain the above cross refer to the appropriate section.</p>

**BUILDING INFORMATION
MODELLING (BIM) PROTOCOL**
SECOND EDITION

1. Definitions

- 1.1 In this Protocol, unless the context otherwise requires, the words and phrases used shall have the meanings set out in clause 10 of the Protocol.
- 1.2 The Security Minded Provisions shall not apply and any references to the same shall have no effect if:
 - 1.2.1 the Security Requirements are not included at Appendix 3 of this Protocol; or
 - 1.2.2 Appendix 3 is stated to be "Not Used" or otherwise stated not to apply.
- 1.3 Notwithstanding clause 1.1, in this Protocol the effect and/or application of the following terms:
 - 1.3.1 Information Model;
 - 1.3.2 Specified Information;
 - 1.3.3 Project Information;
 - 1.3.4 Other Project Team Information;
 - 1.3.5 Federated Information Model;
 - 1.3.6 Material;
 - 1.3.7 Proprietary Material; and
 - 1.3.8 Common Data Environment, is subject to clause 4.1.7 of this Protocol in respect of any Sensitive Information forming part of the same.
- 1.4 This Protocol forms part of the Agreement. In the event of any conflict or inconsistency between the Protocol and any other documents contained in and/or forming part of the Agreement, such conflict or inconsistency shall be resolved in accordance with the Agreement, provided that:
 - 1.4.1 if there is any conflict or inconsistency between:
 - a. clause 3, 4, Appendix 1 and Appendix 2; and
 - b. the rights and/or obligations in any other documents contained in and/or forming part of the Agreement, except where the Protocol states otherwise, the part of this Protocol referred to in clause 1.4.1(a) shall prevail, and
 - 1.4.2 if the Agreement does not include provisions stating how such conflict or inconsistency should be resolved, the terms of this Protocol shall prevail.

2. Coordination and Resolution of Conflicts

- 2.1 The Project Team Member shall attend such meetings with the Employer's Information Manager and/or the Other Project Team Members in connection with the co-ordination of Project Information as required in the Agreement and in the Information Particulars.
- 2.2 The Parties shall comply with any applicable provisions in the Agreement in respect of any ambiguity, conflict or inconsistency in or between any Project Information and/or any information extracted from the Project Information. If there are no such provisions and a Party becomes aware of any ambiguity, conflict or inconsistency in or between any Project Information and/or any information extracted from the Project Information, or if a Party becomes aware of any other ambiguity, conflict or inconsistency which the Information Particulars state will be resolved in accordance with this clause 2.2, that Party shall notify the other Party and the Parties shall seek to agree how such ambiguity, conflict or inconsistency shall be resolved. If no agreement is reached, the Parties shall, having regard to the Information Particulars, meet with each other, the Employer's Information Manager and such Other Project Team Members as is necessary, in order to seek to resolve the ambiguity, conflict or inconsistency.

3. Obligations of the Employer

- 3.1 The Employer shall:
- 3.1.1 arrange for a completed protocol and for the obligations set out herein to be incorporated into all Project Agreements in substantially the same terms as this Protocol;
 - 3.1.2 comply with its obligations under the Project standards, methods and procedures referred to in the Information Particulars; and
 - 3.1.3 save to the extent that such obligations are within the scope of the Project Team Member's obligations under the Agreement, arrange for:
 - (a) the Information Particulars and the Responsibility Matrix to be reviewed and updated (if necessary) at each defined Project stage until the end of the Project. The Project Team Member's rights (if any) following any such update after the date of the Agreement shall be assessed in accordance with the Agreement and this Protocol;
 - (b) the appointment of the Employer's Information Manager to be made, changed or renewed as necessary such that there is at all times until the end of the Project an Employer's Information Manager;
 - (c) the Project Team Member to be able to make use of the CDE Process to the extent necessary to enable the Project Team Member to comply with the Agreement;
 - (d) the Project Team Member to access Project Information shared through the CDE Process for the purpose of retaining a record copy of the Project Information at the end of the Project or following any earlier termination of the Agreement;

- (e) the Security Requirements to be reviewed and updated (if necessary) at each defined Project stage until the end of the Project. The Project Team Member's rights (if any) following any such update after the date of the Agreement shall be assessed in accordance with the Agreement and this Protocol; and
- (f) the appointment of the Built Asset Security Manager to be made, changed or renewed as necessary such that there is at all times until the end of the Project a Built Asset Security Manager.

4. Obligations of the Project Team Member

- 4.1 The Project Team Member shall, exercising the relevant level of skill and care applicable to its equivalent obligations in the Agreement:
 - 4.1.1 produce the Specified Information (excluding any material forming part of the same which is provided to the Project Team Member by or on behalf of the Employer);
 - 4.1.2 subject to any events or circumstances which entitle the Project Team Member to an extension of time or additional time under the Agreement, use the CDE Process to share and/or publish the Specified Information:
 - (a) at the Level of Definition specified in the Responsibility Matrix;
 - (b) during the Project stage specified in the Responsibility Matrix; and
 - (c) at such times as stated in:
 - the Responsibility Matrix;
 - the Information Particulars; and/or
 - any other part of the Agreement,
 - 4.1.3 comply with the Information Particulars when producing, sharing and/or publishing the Specified Information;
 - 4.1.4 use the Other Project Team Information in accordance with the Information Particulars;
 - 4.1.5 provide such information and assistance as specified in the Information Particulars in connection with any Asset Information Models at such times as required in the Information Particulars;
 - 4.1.6 co-operate with the Built Asset Security Manager;
 - 4.1.7 comply with those parts of the Security Requirements which relate to Sensitive Information and any reasonable instructions the Employer may issue to the Project Team Member in respect of any Sensitive Information. The Project Team Member's rights (if any) following any instruction issued in accordance with this clause 4.1.7 after the date of the Agreement shall be assessed in accordance with the Agreement and this Protocol; and
 - 4.1.8 comply with the Security Requirements and the policies, processes and procedures identified therein and not cause or contribute to any breach by the Employer of the same to the extent that such policies, processes and procedures relate to the Project Team Member's obligations under the Agreement and have been provided to the Project Team Member.

- 4.2 Subject to clause 4.1.7 in respect of any Sensitive Information (if applicable), the Project Team Member shall arrange for this Protocol (or such other provisions as may be appropriate) to be incorporated into all sub-contracts that it enters into in relation to the Project to the extent required to enable the Project Team Member to comply with this Protocol.

5. Electronic Data Exchange

- 5.1 Without prejudice to any of the Project Team Member's obligations or duties under or in connection with this Protocol and/or the Agreement, the Project Team Member does not warrant, expressly or impliedly, that:
- 5.1.1 any software used to prepare the Specified Information; or
 - 5.1.2 any software format in which the Specified Information is shared, published or otherwise issued in accordance with this Protocol and the Agreement, is compatible with any software or software format used by or on behalf of the Employer, the Employer's Information Manager or any Other Project Team Member in connection with the Project.
- 5.2 Save where it is a result of the Project Team Member's failure to comply with this Protocol and/or the Agreement, the Project Team Member shall have no liability to the Employer in connection with any corruption or unintended amendment, modification or alteration of the electronic data (including, without limitation, any software) in any Specified Information which occurs after it has been shared, published or otherwise issued through the CDE Process by the Project Team Member.

6. Use of Information

- 6.1 The Employer and the Project Team Member agree that:
- 6.1.1 if there are any provisions in the Agreement in relation to copyright (or any other rights) in material, information or documents prepared and/or provided by the Project Team Member, clauses 6.2 to 6.4 shall not apply, and such provisions of the Agreement are hereby varied so far as is necessary to:
 - (a) apply to the Material and any proprietary work contained in or extracted from the Material; and
 - (b) enable the Employer to grant licences or sub-licences to the Other Project Team Members in respect of the Material on terms substantially the same as clause 6.5 and/or 6.6 of this Protocol;
 - 6.1.2 if there are no such provisions, clauses 6.2 to 6.4 shall apply.
- 6.2 Subject to clause 6.1, any rights (including but not limited to any copyright) subsisting in the Material and any proprietary work contained in or extracted from the Material shall, as the case may be, vest or remain vested in the Project Team Member.
- 6.3 Subject to clause 6.1 and 6.4, the Project Team Member grants to the Employer a non-exclusive, royalty free and irrevocable licence, and, to the extent that the Material and any rights subsisting therein are owned by third parties, grants a sub-licence (including

the right to grant sub-licences on identical terms to Other Project Team Members, which shall include the right to grant sub-sub-licences on identical terms to Other Project Team Members' sub-contractors) to transmit, copy and use the Material and any proprietary work contained in or extracted from the Material for the Permitted Purpose.

- 6.4 Any licence and/or sub-licence granted in clause 6.3 shall not include the right to:
- 6.4.1 amend or modify the Material without the Project Team Member's written consent (not to be unreasonably withheld), save where such amendment or modification is:
 - (a) provided for in the Information Particulars; or
 - (b) made for the Permitted Purpose following the termination of the Project Team Member's employment under the Agreement; or
 - 6.4.2 reproduce any designs contained in the Material for any extension of the Project.
- 6.5 Subject to clause 6.7, the Employer grants to the Project Team Member a non-exclusive sub-licence (including the right to grant sub-sub-licences on identical terms to the Project Team Member's sub-contractors) to transmit, copy and use such Proprietary Material as is owned by the Other Project Team Members or any other third party (other than the Project Team Member's subcontractors (of any tier)) for the Permitted Purpose.
- 6.6 Insofar as the Employer owns any rights subsisting in the Proprietary Material, subject to clause 6.7, the Employer grants to the Project Team Member a non-exclusive licence (including the right to grant sub-licences on identical terms to the Project Team Member's sub-contractors (of any tier)) to transmit copy and use such Proprietary Material for the Permitted Purpose.
- 6.7 The licence and sub-licence (if any) granted in clauses 6.5 and 6.6 shall not include the right to:
- 6.7.1 amend or modify any Proprietary Material (other than to the extent produced by the Project Team Member) without the written consent (not to be unreasonably withheld) of the Employer or the Other Project Team Member who owns such Proprietary Material, save where such amendment or modification is:
 - (a) provided for in the Information Particulars; or
 - (b) in respect of material produced or delivered by an Other Project Team Member, made for the Permitted Purpose following the termination of the Other Project Team Member's employment under the Agreement.
 - 6.7.2 reproduce any designs contained in the Proprietary Material (other than to the extent produced by the Project Team Member) for any extension of the Project.
- 6.8 Insofar as clause 6.2 to 6.4 apply the Project Team Member represents to the Employer that it has, or that it will procure, the right to grant either a licence and/or a sub-licence in the form granted in clause 6.3.
- 6.9 The Employer represents to the Project Team Member that it has, or that it will procure, the right to grant a sub-licence in the form granted in clause 6.5 and/or a licence in the form granted in clause 6.6.

7. Liability in Respect of Proprietary Material

- 7.1 The Employer and the Project Team Member agree that any provisions in the Agreement concerning any Proprietary Material shall be varied to the extent necessary to give effect to clauses 7.2 and 7.3. If there are no such provisions clauses 7.2 and 7.3 shall apply.
- 7.2 The Project Team Member shall have no liability to the Employer arising out of any modification or amendment to, or any transmission, copying or use of the Material, or any proprietary work contained therein, by the Employer, any Other Project Team Member or any third party for any purpose other than the Permitted Purpose.
- 7.3 The Employer shall have no liability to the Project Team Member arising out of any modification or amendment to, or any transmission, copying or use by the Project Team Member or any third party of any Proprietary Material in respect of which a sub-licence or licence is granted by the Employer pursuant to clauses 6.5 and 6.6, for any purpose other than the Permitted Purpose.

8. Remedies – Security

- 8.1 Without prejudice to the Employer's rights under the Agreement and subject to clause 8.2 of this Protocol:
- 8.1.1 if the Built Asset Security Manager has reasonable grounds to consider that the Project Team Member is likely to breach clauses 4.1.7 and/or 4.1.8 of this Protocol, the Employer may give notice to the Project Team Member requiring that steps are taken to prevent the breach within a reasonable period as specified in the notice; and
- 8.1.2 if the Project Team Member breaches clauses 4.1.7 and/or 4.1.8 of this Protocol, the Employer may at its discretion give notice to the Project Team Member requiring that steps are taken to remedy the breach and/or mitigate the consequences of the same within a reasonable period as specified in the notice.
- 8.2 If the Agreement contains provisions entitling the Employer to terminate the Agreement, those provisions shall be amended insofar as is necessary such that if the Project Team Member has:
- 8.2.1 not taken the steps required in accordance with clause 8.1.1 and/or 8.1.2 of this Protocol; and/or
- 8.2.2 committed any breach of clause 4.1.7 and/or 4.1.8 of this Protocol which relates to Sensitive Information, is not capable of remedy and/or cannot be mitigated, the Employer shall be entitled to terminate the Agreement forthwith. The consequences of any such termination shall be the same as the consequences under the Agreement of any other termination by the Employer of the Agreement as a result of the Project Team Member's act, omission or breach of the Agreement.
- 8.3 If the Agreement contains no such provisions as referred to in clause 8.2, the Employer shall be entitled to terminate the Agreement forthwith in the circumstances referred to in clause 8.2.1 and 8.2.2 and following such termination the Project Team Member shall:

- 8.3.1 immediately stop providing any works and/or services under the Agreement and require that its sub-contractors and suppliers (of any tier) do the same;
- 8.3.2 not be entitled to any further payment (other than of any sums which are due and payable under the Agreement as a result of work and/or services provided prior to the date of termination), including but not limited to any costs or losses incurred after or as a result of termination; and
- 8.3.3 comply with (and require that its subcontractors and suppliers (of any tier) comply with) all instructions of the Employer in relation to the termination of the Agreement, including but not limited to taking any steps necessary to comply with the Security Requirements and/or to mitigate the consequences of any breach of this Protocol.

9. Termination

- 9.1 Clauses 1.4, 2, 3, 4.1.6 to 4.1.8, 5, 6, 7, 8.2 and 8.3 of this Protocol shall continue to apply following termination of the Agreement.

10. Defined Terms

- 10.1 Agreement means the agreement between the Employer and the Project Team Member into which this Protocol is incorporated.
- 10.2 Asset Information Model means a maintained Information Model used to manage, maintain and operate the asset.
- 10.3 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.
- 10.4 BIM Execution Plan means the plan prepared by the Project Team Member to explain how the information modelling aspects of the Project for which it is responsible will be carried out.
- 10.5 Common Data Environment or CDE Process means 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.
- 10.6 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.
- 10.7 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.
- 10.8 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.

- 10.9 Federated Information Model means an Information Model consisting of connected but distinct individual Information Models.
- 10.10 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.
- 10.11 Information Particulars means Appendix 2 of this Protocol, the Employer's Information Requirements, the BIM Execution Plan and any other documents identified in Appendix 2.
- 10.12 Level of Definition means the Level of Model Detail and Level of Information (as applicable).
- 10.13 Level of Information means the level of detail of non graphical content as defined in the Information Particulars.
- 10.14 Level of Model Detail means the graphical appearance of Information Model objects as specified in the Information Particulars.
- 10.15 Material means the Specified Information and all information prepared by or on behalf of the Project Team Member under the Agreement and comprised in or extracted from:
- (a) the Specified Information; and
 - (b) the Federated Information Models, to the extent that these comprise Specified Information or to the extent that the Project Team Member owns any additional rights in any Federated Information Model, excluding any material forming part thereof which is provided to the Project Team Member by or on behalf of the Employer.
- 10.16 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.
- 10.17 Other Project Team Information means any information which Other Project Team Members produce, publish and/or share as specified in the Responsibility Matrix and the Information Particulars and/or any Federated Information Models (or any part thereof) produced and/or delivered by Other Project Team Members.
- 10.18 Parties means the Employer and the Project Team Member.
- 10.19 Proprietary Material means the Project Information and any proprietary work contained therein or extracted from the same.
- 10.20 Permitted Purpose means a purpose related to the Project (and/or the construction, refurbishment, extension, operation, management and/or maintenance of the Project) which is consistent with:
- (a) the applicable Level of Definition of the relevant Project Information;
 - (b) the applicable status code of the Project Information in accordance with BS1192:2007+A2:2016;
 - (c) the applicable functional state of the Project Information in accordance with BS1192:2007+A2:2016; and
 - (d) the purpose for which the relevant Project Information was prepared.

- 10.21 Project means the project to which the Agreement relates.
- 10.22 Project Information means the Material, the Specified Information, the Federated Information Models and the Other Project Team Information.
- 10.23 Project Agreement means any agreement entered into between the Employer and any Other Project Team Member in relation to the Project.
- 10.24 Project Team Member means the person or persons appointed by the Employer pursuant to the Agreement.
- 10.25 Protocol means this building information modelling protocol including Appendices 1, 2, and 3.
- 10.26 Responsibility Matrix means the document setting out responsibility for model or information production in line with defined Project stages as attached at or referred to in Appendix 1.
- 10.27 Security Minded Provisions means clause 1.3, clause 3.1.3(e) to (f), clause 4.1.6 to 4.1.8; and clause 8.1 to 8.3 of this Protocol.
- 10.28 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.
- 10.29 Sensitive Information means information which is sensitive information as defined in PAS 1192-5:2015, section 3.1.28, and which is identified in:
- (a) the Security Requirements; and/or
 - (b) any instruction issued under clause 4.1.7 of this Protocol.
- 10.30 Specified Information means the information, including, without limitation any Information Models, which the Project Team Member is to produce, share and/or publish as specified in the Responsibility Matrix and the Information Particulars.

Appendix 1 – Responsibility Matrix

The Responsibility Matrix is
[set out or refer to the Responsibility Matrix].

This is a framework of a generic Information Particulars. Parties may choose to include further detail if they require.

Appendix 2 – Information Particulars

1. Employer's Information Requirements

1.1 The Employer's Information Requirements are set out in the following document _____

2. BIM Execution Plan

2.1 The BIM Execution Plan is the following document _____ as may be amended following agreement by the Parties.

2.2 If there is any ambiguity, conflict or inconsistency between the BIM Execution Plan and the Employer's Information Requirements it will be resolved in accordance with clause 2.2 of this Protocol.

3. Project Procedures

[Set out the following matters which are referred to in the Protocol, to the extent not covered in the above documents].

3.1 **Co-ordination** – coordination meetings are to take place on the Project (see clause 2.1) as follows _____

3.2 **Inconsistency** – the process/approach for resolving inconsistency in or between Project Information and information extracted from Project Information (see clause 2.2) is _____

3.3 **Project standards, methods and procedures** – the applicable standards, methods and procedures (see clause 3.1.2) are _____

3.4 **Level of Definition** – Level of Information and Level of Model Detail will be defined on the Project (see definition of Permitted Purpose and clause 4.1.2(a)) as _____

3.5 **Asset Information Model** – the information and assistance required in respect of the Asset Information Model (see clause 4.1.5) is _____

3.6 **Software** – the agreed approach in respect of different software formats/interoperability is (see clause 5.2) _____

3.7 **Amendments** – the extent to which Project Information can be amended (see clauses 6.4.1 and 6.7.1) is _____

3.8 **Specified Information** – the information to be published and/or shared by the Project Team Member which is not stated in the Responsibility Matrix (clause 10.30) is _____

This is a framework of a generic Security Requirements. Parties may choose to include further detail if they require.

Appendix 3 – Security Requirements

[State “Not Used” or do not include the Security Requirements in the Protocol if the Security Minded Provisions are not to apply]

[If the matters referred to below are included in the Employer’s Information Requirements refer to the relevant parts of that document]

1. Sensitive Information

1.1 The following information is Sensitive Information:

1.2 The Employer’s requirements in respect of the Sensitive Information are as follows:

2. Project Specific Security Requirements

2.1 The Built Asset Security Information Requirements applicable to the Project Team Member are as follows:

[Refer to the Built Asset Security Information Requirements included in the EIRs. See paragraph 10 PAS 1192.5]

2.2 The Employer’s Baseline Security Requirements are:

[See PAS 1192–5 (5.6). The contractual obligations under the Agreement in relation to security should be considered carefully (see paragraph 11.4 of PAS 1192:5) and referred to here if necessary]

3. Employer’s Policies and Procedures

3.1 Employer’s Standards

- PAS1192–5
- [any other Employer specific security standards (see PAS 1192–5, 11.4.4)]

3.2 Built Asset Security Manager

The Built Asset Security Manager shall be the following person

3.3 Built Asset Security Management Plan

The Built Asset Security Management Plan is contained in the following document

[See Paragraph 8 of PAS 1192:5]

3.4 Security Breach/Incident Management Plan is contained in the following document

[See Paragraph 9 of PAS 1192:5]

