PRACTICE NOTE 2
APRIL 2018

How to use the CIC BIM Protocol with NEC4

PREPARING AN NEC4 CONTRACT

All NEC4 main contracts and subcontracts provide for the creation or modification of an Information Model in secondary Option X10, with the requirements for the model contained in the Information Model Requirements which form part of the Scope.

There are a number of protocols and guides for the creation or modification of an information model including that produced by the Construction Industry Council (CIC).

The second edition of the CIC BIM Protocol, ("the Protocol"), was issued on 10 April 2018 and this practice note explains how the Protocol can be used with the NEC4 ECC.

Whilst this guidance has been prepared for the ECC, it applies in the same way to the other contracts, with terminology amended to suit the contract.

The Protocol can be incorporated into the ECC by the selection of secondary Option X10 and the inclusion of the Protocol as the Information Model Requirements in the Scope.

When incorporating the Protocol as the Information Model Requirements the following model Scope entry should be used so as to avoid any conflicts between the contract and the Protocol.

Model Scope Entry

The Information Model Requirements are the CIC BIM Protocol, ("the Protocol") second edition April 2018 with the following additions and amendments.

The following terms in the Protocol mean the equivalent term given in the ECC.

TERM IN THE PROTOCOL	EQUIVALENT TERM IN ECC
Material, Specified Information	Project Information
Information Model	Project Information (if provided by the *Contractor*)
Project Information	Project Information and information provided by Information Providers
Federated Information Model	Information Model
Other Project Team Members	Information Providers
BIM Execution Plan	Information Execution Plan
Employer's Information Manager	*Project Manager*
Built Asset Security Manager (if required)	*Project Manager*

Any notice or instruction to be given by the Employer is given by the *Project Manager*.

Clause 1.4 is deleted as is reference to clause 1.4 in clause 9.1.

Appendix 1 and 2 (and 3 if required) of the Protocol are the following documents.

The Protocol Appendix 1

[Complete the relevant information]

The Protocol Appendix 2

[Complete the relevant information]

The Protocol Appendix 3

[State "Not required" or complete the relevant information]

GUIDANCE NOTES

NEC4 secondary Option X10 has been designed to work on a protocol independent basis. That is, there is no requirement to include a particular protocol such as that published by CIC; the requirements for an Information Model can all be included in the *Client's* Information Model Requirements in the Scope and the *Contractor's* Information Execution Plan. The Protocol, includes a number of other provisions and mechanisms which users may wish to build into their Information Model Requirements. To achieve this, the Scope entry set out above should be incorporated in the appropriate part of the Scope (section S 1900 in the example Scope given in volume 2 of the user guide).

The approach taken in NEC contracts to ownership of information and liability for its production is different to those set out in the Protocol. Since the provisions of the Protocol in respect of ownership apply only to the extent that the contract does not already contain such provisions, the clauses in the NEC contract will apply instead of those in the Protocol.

In accordance with the Protocol

- the Employer is the *Client,*

- the Project Team Member is the *Contractor*

- the Agreement is the contract between the *Client* and *Contractor,* and,

- if relevant, an Asset Information Model is an existing Information Model which is used during operation of an asset.

The functions of the Protocol Information Manager and Protocol Built Asset Security Manager are carried out by the *Project Manager* but can be delegated under clause 14.2 to another person, subject to notification of the delegation to the *Contractor.*

X10 and the Protocol use similar terms to describe different elements of the Information Model and in particular the content and use of following terms need to be understood.

REF	X10	COMMENT	PROTOCOL	COMMENT
1	Information Model	A model created or updated by the *Client,* or others on behalf of the *Client* which incorporates Project Information and information provided by Information Providers	Federated Information Model Asset Information Model	
2	Project Information	Information provided by the *Contractor* for incorporation into the Information Model	Material, Specified Information and Information Model	This is data provided by the *Contractor* including any in the form of an information model. In the Protocol there may be a number of Protocol Information Models and a Protocol Project Team Member may provide one or more of these.

In the Protocol appendices 1, 2 and where required 3 are used to define the information which members of the project team are required to produce and the security requirements to comply with security standards and processes. If appendices 1 and 2 are not completed the Protocol will have limited effect and the *Client* will have little control over how the Information Model is produced. The information contained in the appendices will be Information Model Requirements and needs to be set out in the Scope.

Dates in the Protocol Responsibility Matrix should also be shown in programmes submitted for acceptance.

Entries forming the appendices to the Protocol can be changed after the Contract Date by changing the Scope, which would be a compensation event under clause 60.1(1).

If dates in the Responsibility Matrix need to be updated these should be dealt with as a change to the Scope, which would be a compensation event under clause 60.1(1).

X10 contains provisions for the issue, acceptance and update of an Information Execution Plan. Details of the format and content of the Information Execution Plan should be provided as part of the Information Model Requirements in appendix 2 of the Protocol.

When drafting the Information Model Requirements the *Client* needs to consider any rights over Project Information which will reside with the *Contractor.*

If in accordance with clause 8.2 of the Protocol the *Client* is entitled to terminate the contract then it must do so in accordance with the process and timescales set out in section 9 of the contract. A breach under clause 8.2 of the Protocol will be considered a default of the *Contractor* under the first bullet point of clause 91.2 of the contract – "substantially failed to comply with its obligations - and the *Client* will notify the *Project Manager* to this effect".

PRACTICE NOTE