



Agreement to Participate in a bSI Project and Level of Commitment

Project: **FM and openBIM**

	Version: 0.1	Status: FINAL
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This Agreement is made by and between:

- **buildingSMART International**, a company registered in England and Wales with company number 05024694 and with registered office at 9 Quay Court Colliers Lane, Stow-Cum-Quy, Cambridge, Cambridgeshire, England, CB25 9AU, UK and Head office address at Kings House, Station Road, Kings Langley, WD4 8LZ, UK hereinafter referred to as **bSI**;

and

[ENTER THIRD PARTY NAME & ADDRESS]

hereafter referred to as the **Participant**.

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Background, Purpose and Scope

This Agreement addresses the need to develop “FM and openBIM” from the status of an Activity Proposal to a Detail Project Plan in accordance with the [bSI Process](#).

bSI and the Participant agree to work together to support the execution of the “FM and openBIM” project, hereinafter referred to as the Activity. The purpose of this Agreement is to enable bSI and the Participant to agree the terms of such work including the level of commitment that the Participant wishes to make.

The Activity

The Activity Proposal for the “FM and openBIM” project can be viewed at the following link:

<https://app.box.com/s/q4gy4lzw1kkuxynt0d5e13u98qmy4t12>

Obligations of bSI and the Participant

bSI and the Participant agree that they wish to collaborate to advance the development of the Activity and will work together in the true spirit of partnership to ensure that there is a united, visible and responsive leadership of the Activity and to demonstrate financial, administrative and managerial commitment to the Activity by means of the following activities and resources.

Participants can support the Activity in a number of ways including financial sponsorship for the Activity and/or providing personal commitment to participate in teams such as the Expert Group, Project leadership team, etc. These options are set out in Appendix 1 for each Participant to indicate the level of support they wish to offer.

The Participant agrees that they will work in accordance with the [bSI Process](#), the [buildingSMART Code of Conduct for Competition Law](#) and the bSI [Behavioural Conduct Policy](#).

The operational support to the bSI Programs and Projects is funded through membership of bSI. Being a member of bSI entitles organisations to work on bSI projects (as defined in the bSI [Byelaws Clause 6.3](#) and elsewhere in the bSI Process.) The Participant agrees to consider becoming a member of bSI within 6 months of signing this Agreement; in the event that they choose not to do so, bSI reserves the right to use a proportion of the funding/sponsorship provided by the Participant as a contribution towards bSI operational costs.

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For your information, this is the [current directory of bSI members](#).

Intellectual Property Rights

Output resulting from this Agreement is subject to bSI's IP Policy which is available at this link: [IP Policy](#).

The position under English law is such that IP created by a third party (whether as a Participant, contractor, consultant, sole trader or in any other non-employee role) is owned by the relevant third party unless and until a written assignment is entered into, which legally transfers the developed IP to the commissioner of the works (in this case bSI).

The Participant agrees that any and all IP created as a result of the Activity is assigned and transferred to bSI.

For the Participant's convenience, the main principles of the bSI IP Policy are set out below:

1. The bSI IP Policy is set in the context of bSI as the lead organisation of the broad buildingSMART world-wide community. It responds to the buildingSMART Mission "to enable the full benefits of open digital way of working for the built asset industry". It acknowledges the community's intent to create and sustain open, interoperable, reliable, and flexible data formats on a collaborative basis.
2. bSI is a not-for-profit organisation with the majority of its resources and its activities funded by membership. bSI therefore has a duty to ensure that those resources are accounted for and used appropriately.
3. To this end the general principles underlying the bSI IPR policy are:
 - a. the work done collectively and under the bSI Process is committed on the understanding that outputs are to be open and for the collective benefit of the community at large;
 - b. bSI is the means by which this is to be effected and the IP created and arising from the work conducted and managed under the bSI Process and any associated working groups and/or projects is owned by, or widely licensed to, bSI; and
 - c. bSI shall manage the publication and use of this IP in line with its Mission and aims to create and sustain open, interoperable, reliable, and flexible digital ways of working. bSI shall seek to maximise the openness of its outputs while ensuring that system quality is not compromised and that Standards may be supported over time in a

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sustainable way.

4. In respect of IP which bSI owns but determines not to use or exploit, bSI shall not unreasonably refuse to license the IP to the creator(s), subject always to the foregoing principles.
5. All rights in the bSI names and logos, and all other bSI intellectual property, shall remain the property of bSI. The Participant's use of the same is permitted strictly in accordance with Bye-Law 11 of the bSI Bye-Laws.

Data Protection, Privacy Policy and Confidentiality

Data Protection

Where bSI processes personal data, it does so in accordance with Applicable Data Protection Law and the bSI Privacy Policy. If you have specific questions related to the processing of personal data, please email the Data Protection Officer at contact@buildingsmart.org.

The Participant shall comply with Applicable Data Protection Law and the bSI Privacy Policy and shall avoid actions which may cause bSI to breach any of its obligations under Applicable Data Protection Law and the bSI Privacy Policy.

Where this Agreement involves the transfer of personal data between the Participant and bSI, or vice versa, the provisions of the bSI Privacy Policy shall apply.

The bSI Privacy Policy, including bSI obligations and rights with regards to data protection, is available here: [bSI Privacy Policy](#).

Confidentiality

The Participant shall keep any confidential information of bSI confidential and only use it for the purposes of enforcing their rights or complying with their obligations under this Agreement, except where that confidential information: (i) is in the Participant's possession (with full right to disclose) prior to receiving it; or (ii) is public knowledge other than by breach of this provision; or (iii) to the extent that it is required to be disclosed by law.

The Participant shall restrict disclosure of bSI's confidential information to those employees, directors, other officers, agents, subcontractors, consultants or professional advisers who require the confidential information to carry out the obligations under this Agreement and shall ensure that they are subject to and comply with equivalent obligations of confidentiality to those included here.

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Term

This Agreement shall remain in place for a period of 12 months from the date of signature unless bSI and the Participant agree otherwise. The term can be extended subject to agreement by bSI and the Participant.

Amendment

This Agreement may be amended or supplemented in writing subject to bSI's agreement.

Understanding

It is mutually agreed upon and understood by bSI and the Participant that:

- a) Each party will work together in a coordinated fashion for the fulfilment of the Activity.
- b) This Agreement is an obligation for the Participant to commit resources for the development and the completion of the Activity.
- c) This Agreement will be effective upon the signature of the Participant and bSI.
- d) bSI and the Participant may terminate their participation in this Agreement by providing written notice to the other party. The notice period shall be three calendar months from receipt of such notice.



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Signatories

This Agreement is signed on behalf of:

- **bSI** by Richard Kelly, bSI Operations Director
- **[ENTER COMPANY NAME]** by **[ENTER SIGNATOREE'S NAME AND JOB TITLE]**

bSI

COMPANY

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Appendix 1

a) Sponsorship commitment in Euros

Sponsoring Organisation	Amount
[COMPANY NAME]	€ xx,000

Please indicate which use-case whitepaper(s) you wish to support.

<u>Use- Case Whitepaper Choice:</u>	
W1. Cleaning of Airports	Yes/No
W2. Workplaces in Government Real Estate	Yes/No
W3. Asset Management for Hospitals	Yes/No
W4. Space Management at Universities	Yes/No
W5. Business Catering at Corporate Offices	Yes/No
All 5 Whitepapers	Yes/No

b) Expert Group participation

Name	Person hours per month
[PERSON A'S NAME]	xx
[PERSON B'S NAME]	xx
[PERSON C'S NAME]	xx
Total	xxx

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c) bSI Membership

Do you wish to become a bSI Member? (please choose one option)

1. Yes – please send me details and a membership application
2. Maybe – please can I arrange to speak to someone
3. No – for now, I will contribute to the project and consider bSI membership at a later date
4. Thanks – I'm already a member!
5. I've agreed to provide project sponsorship of at least €10,000 and wish to have my free membership for 2021