



CONSTRUCTION
INDUSTRY COUNCIL
建造業議會

BIM



CIC BIM Services Agreement

(in line with ISO 19650)

Disclaimer

Whilst reasonable efforts have been made to ensure the accuracy of the information contained in this publication (Reference Material), CIC nevertheless encourages readers to seek appropriate independent advice from their professional advisers where possible. Readers should not treat or rely on this publication (Reference Material) as a substitute for such professional advice.

Enquiries

Enquiries about this Reference Material may be made to the CIC Secretariat at:

38/F, COS Centre
56 Tsun Yip Street, Kwun Tong, Kowloon
Hong Kong

Tel: (852) 2100 9000
Fax: (852) 2100 9090
Email: bim@cic.hk
Website: www.cic.hk

© 2021 Construction Industry Council

Copyright Notice

This Reference Material will only become truly useful if as many organisations adopt it as possible. To that extent, it may be freely distributed and used in any format necessary, provided credit is given to CIC.

Document Revision Tracking

Issue Date	Notes
July 2021	Draft version for public consultation

Draft for Public Consultation

Table of Contents

Preface	i
Foreword	ii
Purpose	v
Contract and Collaboration Arrangements	vii
Using This Document	ix
CIC BIM SERVICES AGREEMENT	
AGREEMENT.....	1
TERMS OF APPOINTMENT.....	3
1. Definitions	3
2. Scope of Services	6
3. Appointing Party's Obligations	6
4. Appointed Party's Obligations	7
5. Assignment and Subcontracting	7
6. Confidentiality	7
7. Payment	8
8. Variations to Services	8
9. Intellectual Property Rights	8
10. Suspension and Termination	8
11. Consequences of Termination	9
12. Disputes.....	10
13. Liability	11

14. Professional Indemnity Insurance (PII)*	12
15. Notice	12
16. Governing Law and Jurisdiction	12
17. Contracts (Rights of Third Parties) Ordinance	13
Schedule 1 - Schedule of BIM Manager Services	14
Annex to Schedule 1	19
Schedule 2 - Schedule of BIM Modelling Services.....	22
Annex to Schedule 2	25
Schedule 3 – Fees and Expenses	27
Schedule 4 – Project Details.....	29
Schedule 5 – Special Conditions.....	30
Schedule 6 – Contract Particulars	31

Draft for Public Consultation

Preface

The Construction Industry Council (CIC) is committed to seeking continuous improvement in all aspects of the construction industry in Hong Kong. To achieve this aim, the CIC forms Committees, Task Forces and other forums to review specific areas of work with the intention of producing Alerts, Reference Materials, Guidelines and Codes of Conduct to assist participants in the industry to strive for excellence.

The CIC appreciates that some improvements and practices can be implemented immediately whilst others may take more time for implementation. It is for this reason that four separate categories of publication have been adopted, the purposes of which are as follows:

Alerts	Alerts are reminders in the form of brief leaflets produced quickly to draw the immediate attention of relevant stakeholders to the need to follow some good practices or to implement some preventive measures in relation to the construction industry.
Reference Materials	Reference Materials are standards or methodologies generally adopted and regarded by the industry as good practices. The CIC recommends the adoption of the Reference Materials by industry stakeholders where appropriate.
Guidelines	Guidelines provide information and guidance on particular topics relevant to the construction industry. The CIC expects all industry stakeholders to adopt the recommendations set out in the Guidelines where applicable.
Codes of Conduct	Codes of Conduct set out the principles that all relevant industry participants should follow. Under the Construction Industry Council Ordinance (Cap. 587), the CIC is tasked to formulate codes of conduct and enforce such codes. The CIC may take necessary actions to ensure compliance with the codes.

If you have read this publication, we encourage you to share your feedback with us. Please take a moment to fill out the Feedback Form attached to this publication in order that we can further enhance it for the benefit of all concerned. With our joint efforts, we believe our construction industry will develop further and will continue to prosper for years to come.

Foreword

We are glad to see the release of Construction Industry Council (CIC) Special Conditions of Contract (SCC) for BIM and BIM Services Agreement (SA). These SCC for BIM and BIM SA shall be read in conjunction with CIC BIM Exchange Information (EIR) Template and CIC BIM Standards – General, which align with ISO 19650's Information Management principles, workflows and requirements, also providing Hong Kong Local Annex of ISO 19650-2:2018.

In 2014, the Construction Industry Council (CIC), in collaboration with around 20 stakeholder organisations of the construction industry, published a report named “Roadmap for the Strategic Implementation of Building Information Modelling (BIM) in Hong Kong’s Construction Industry” (hereinafter referred to as the “BIM Roadmap”) with an aim to establishing a blueprint for the promotion and adoption of BIM in Hong Kong’s construction industry.

The BIM Roadmap suggested 17 initiatives in nine areas with three imminent actions. Establishment of a local BIM standards is one of the recommended imminent actions aiming to set out a common platform and language for Hong Kong’s BIM practitioners. The CIC’s BIM Standards will be implemented in stages. The first Standards, renamed as CIC BIM Standards – General was published in September 2015.

Since then, BIM practitioners have gained more practical project experience, and there has been much wider adoption of BIM in various areas of the Architecture, Engineering, Construction, Owner and Operator (AECOO) industry in Hong Kong. With the release of the Technical Circular (Works) Nos. 7/2017, 18/2018, 9/2019 and 12/2020 by the Development Bureau (DEVB) of The Government of the Hong Kong Special Administrative Region (HKSAR), capital works projects with project estimates more than \$30 Million are mandated to use BIM technology from 1st January 2018 onwards. All along the CIC has been continuing to develop and establish the CIC BIM Standards for specific BIM usages and disciplines, and to conduct consultations with relevant stakeholders, as an established practice.

With the establishment of the Task Force on BIM Standards on 21 November 2017, the CIC identified and aligned the common practices as well as set up new standards and guidelines to facilitate better implementation and adoption of BIM technologies in project execution. The CIC BIM Standards have been published covering the following specific BIM usages or disciplines separately:

- (i) CIC BIM Standards – General (Version 2 - December 2020);
- (ii) CIC BIM Standards for Architecture and Structural Engineering (Version 2 - December 2020);
- (iii) CIC BIM Standards for Underground Utilities (August 2019);
- (iv) CIC BIM Standards for Mechanical, Electrical and Plumbing (August 2019);
- (v) CIC BIM Standards for Preparation of Statutory Plan Submissions (December 2020);
- (vi) CIC Production of BIM Object Guide - General Requirements (August 2019); and
- (vii) CIC BIM Dictionary (December 2020).

In response to the demand from the industry, a Task Force on BIM Specifications and Agreement was established on 23 October 2019. The Task Force is co-chaired by Committee on Building Information Modelling and Committee on Construction Business Development. The CIC has developed

- CIC BIM Exchange Information Requirements (EIR) Template (BIM Specifications)
- CIC Special Conditions of Contract for BIM
- CIC BIM Services Agreement

Two Task Groups were formulated under the Task Force, named Task Group 1 (BIM Specifications) and Task Group 2 (Special Conditions of Contract for BIM & BIM Services Agreement).

The CIC BIM EIR Template is to provide BIM requirements for contractual deliverables to facilitate prompt adoption of BIM by the construction industry in Hong Kong.

The objective of the Special Conditions of Contract for BIM is to enable particular contractual provisions that are essential to the implementation of BIM in building projects to be smoothly incorporated in the traditional consultancy agreements and construction contracts generally adopted in the industry.

The BIM Services Agreement is a template to facilitate employment of BIM Managers and BIM Services Provider Companies by project parties participating in building projects adopting BIM in its design and construction stages.

The target users are primarily the small and medium enterprises (SME) Employers / Clients / Owners / Lead Consultants / Main Contractors (later referred to as Appointing Parties) or their agents in the private sector who plan to use BIM on projects.

Feedback on the Special Conditions of Contract for BIM and BIM Services Agreement from practitioners subsequent to the issuance of this publication would be considered in future revisions.

On behalf of the CIC, I would like to thank everyone who has contributed to the making of these Special Conditions of Contract for BIM and BIM Services Agreement, in particular to the members of the Task Force on BIM Specifications and Agreement.

Ir Rocky POON

Chairperson

Committee on Construction Business Development

Ar. Ada FUNG, BBS

Chairperson

Committee on Building Information Modelling

Construction Industry Council

July 2021

Purpose

The two contractual documents prepared by CIC serves the following purposes :

1. CIC Special Conditions of Contract for BIM

The CIC Special Conditions of Contract for BIM provides a set of contract clauses that address aspects of collaboration between various project parties contributing information to and extracting information from the Model to achieve the stipulated BIM Uses in the design and construction as identified in the Exchange Information Requirements for the Project.

The CIC Special Conditions of Contract for BIM is designed to be incorporated into consultancy agreements or construction contracts between the Appointing and Appointed Parties (the “Principal Contract”) as the case may be. It has been drafted in a generic manner to be widely applicable to common consultancy agreements and construction contracts used in Hong Kong with minimal modifications.

The BIM services (Schedules 1 & 2 in the BIM SA) is to be included in the scope of services / work by the Lead Consultant / Lead (Main) Contractor, although they may engage BIM Services Providers as sub-consultants / sub-contractors to assist in the BIM tasks, subject to the Appointing Parties’ acceptance.

To ensure compatibility during implementation, the same set of conditions should be adopted as special conditions to all the contracts where the contracting parties are involved in implementing BIM for the project.

2. CIC BIM Services Agreement

The CIC BIM Services Agreement is intended for the engagement of an independent consultant to act as :

- (1) the BIM Manager in accordance with the CIC BIM Standards - General, to manage the works of the Task Teams in the Delivery Team working on a Common Data Environment platform. Different BIM Managers may be engaged for the design and construction stages of a project and/or

- (2) a BIM Services Provider to assist the Appointing Party in modelling and other BIM related tasks.

The CIC BIM Services Agreement is drafted in two sections:

- (1) The Terms of Appointment listing the general contractual liabilities and obligations between the Appointing Party and the Appointed Party.
- (2) The Schedules listing the scope of services and project particulars relevant to the assignment.

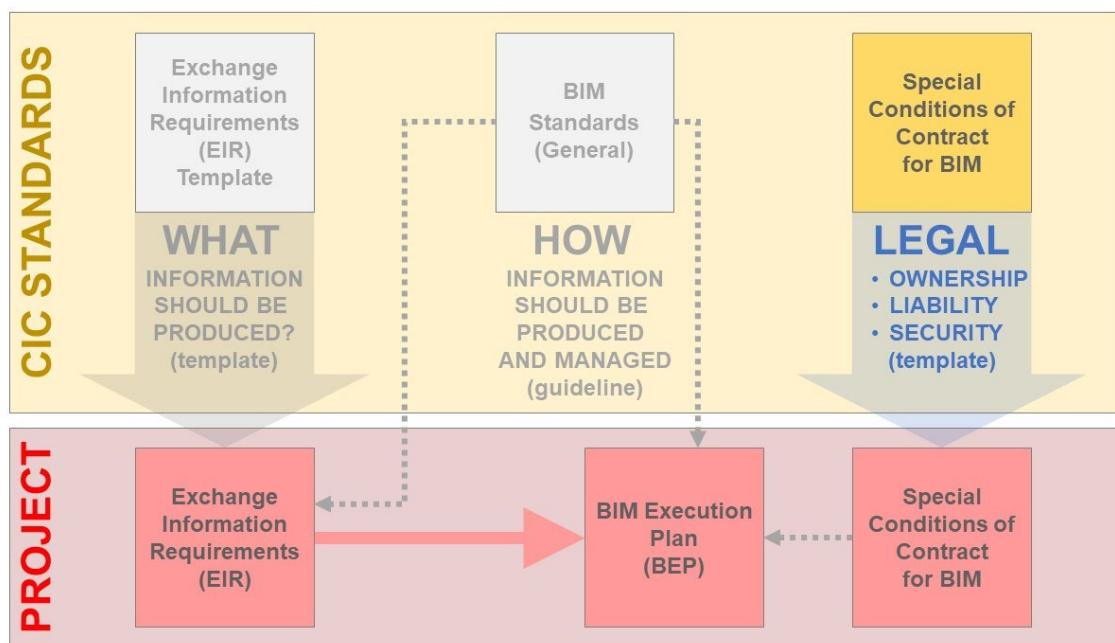
Both the CIC Special Conditions of Contract for BIM and the CIC BIM Services Agreement should be used in conjunction with the CIC Exchange Information Requirements (EIR) Template to define the BIM related contractual deliverables for a project.

Draft for Public Consultation

Contract and Collaboration Arrangements

A project adopting BIM would start with establishing the Exchange Information Requirements (EIR) for the Project. Fig.1 below indicates the positions of the Special Conditions of Contract for BIM, the Exchange Information Requirements (EIR) and the BIM Execution Plan (BEP).

Fig.1 Relationship between CIC Exchange Information Requirements Template and CIC BIM Standards and other contractual documents.



BIM contract and collaboration can be in various arrangements to suit the project in hand. The Special Conditions of Contract for BIM (SCC) and the BIM Services Agreement (SA) are bipartite agreements / contracts that can be applied in most arrangements as follows :

	Contracting Parties	Documents Used
1.	Employer employing Lead Consultant	Consultancy Agreement + SCC + EIR + Schedules 1 and 2 of SA
2.	Employer employing separate consultant	Consultancy Agreement + SCC + EIR + Schedules 1 and 2 of SA
3.	Employer employing Lead Contractor	Construction Contract + SCC + EIR + Schedules 1 and 2 of SA
4.	Employer employing separate contractor	Construction Contract + SCC + EIR + Schedules 1 and 2 of SA
5.	Lead/Separate Consultant employing sub-consultant	Consultancy Agreement + SCC + EIR + Schedule 2 of SA + BEP
6.	Lead/Separate Contractor employing sub-contractor	Construction Contract + SCC + EIR + Schedule 2 of SA + BEP

In the event the Employer, Lead/separate Consultant, Lead/separate Contractor or Sub-contractor wish to engage a BIM Services Provider to assist in performing the duties of BIM Manager or BIM Modeller (including BIM Coordinator), the contract arrangement would be as follows:-

7.	Employer employing BIM Manager	BIM SA, Schedule 1 + EIR
8.	Lead/Separate Consultant employing BIM Manager / Modeller	BIM SA, Schedules 1 and/ or 2 + EIR
9.	Sub-consultant employing BIM Modeller	BIM SA, Schedule 2 + EIR + BEP
10.	Lead/Separate Contractor employing BIM Manager / Modeller	BIM SA, Schedules 1 and/ or 2 + EIR
11.	Sub-contractor employing BIM Modeller	BIM SA, Schedule 2 + EIR + BEP

Using This Document

The target users are Appointing Parties in the private sector or their agents who plan to use BIM for their projects. For the CIC Special Conditions of Contract for BIM, the target users are Employers with its consultants and contractors, lead consultants with its sub-consultants or lead (main) contractors with its sub-contractors, as the case may be.

For the CIC BIM Services Agreements, the target users are any party participating in BIM tasks that would need the services of a BIM Services Provider to assist in delivering such BIM tasks. They may be Employers, lead consultants, sub-consultants, lead (main) contractors or sub-contractors.

The CIC Special Conditions of Contract for BIM and BIM Services Agreement are provided for the industry as reference. Users may refer to these documents and adjust or amend the contents to suit their purposes and needs. The documents are primarily developed for design-tender-build projects. It may need further amendments by professionals for other types of contractual arrangements such as design and build.

Notations used in the document

- **Text in square brackets []** should be edited by the user based on the project specific requirements before releasing to the project.
- **Text separate by /** is used when there are more than one option to specify.
- **Text in brackets ()** is an abbreviation, clarification or indication of specific version of the terms mentioned.
- **Text in brackets () and in italics** is a guidance note provided as further explanation of the relevant portion of the document. Guidance notes should be removed from the final version of the document to be used.
- **Selection box** indicates an item which may or may not be included in the project requirements. Box means not selected and box means selected. Users should decide on this item based on the requirements of their project.

Project specific options

The documents allow for selection of options and addition of project specific documents to suit the requirements of each individual project.

Tailoring to fit the requirements of individual projects would be necessary as follows:

BIM Services Agreement

Clause	Title	Options / Attachments
2(1), (2)	Scope of Services	Delete which type of service is inapplicable
3(4), (5)	Appointing Party's Obligations	Delete which type of service is inapplicable
11(1), (2)	Consequences of Termination	Delete which type of service is inapplicable
Schedule 1 – 1	General Duties	<p>Tailor the scope of duties of the BIM Manager as appropriate</p> <p>Select the CDE arrangement under sub-clauses 3A and 3B</p>
Schedule 1 – 5	CDE Management	Specify how the CDE for the Project will be established
Annex to Schedule 1 – 1	Designated Person	State the designated person that would represent the Appointed Party to act as BIM Manager
Annex to Schedule 1 – 2	Contract Period	Tick the boxes of the various stages of work that would be applicable to the Agreement
Annex to Schedule 1 – 3	BIM Audits	State the frequency of audits during various stages of work as applicable
Annex to Schedule 1 – 4	Delivery Team Members	State the discipline and names of Project Parties that will be monitored and coordinated by the BIM Manager

Clause	Title	Options / Attachments
Schedule 2 – 1	General Duties	Tailor the scope of duties of the BIM Services Provider as appropriate
Annex to Schedule 2 – 1	Discipline	List the disciplines to be modelled under the Agreement
Annex to Schedule 2 – 2	Level of Information Need (LOIN)	List the elements to be modelled and their LOIN requirements
Annex to Schedule 2 – 3	BIM Uses	Tick the boxes for the BIM Uses to be achieved by the BIM Services Provider
Schedule 3	Fees and Expenses	Insert the agreed fee and method of payment
Schedule 4 – 1	Project Description	Give a brief description of the project to be managed/modelled
Schedule 4 – 2	Project Stages	Insert the Project timeline
Schedule 5	Special Conditions	Insert special conditions to be adopted in the Agreement
Schedule 6 – 1	Contract Particulars	<p>Confirm the options selected under Clauses 2, 3 and 11.</p> <p>State the PII minimum liability amounts and duration if PII is required.</p> <p>Confirm the options selected under Schedule 1, Clauses 3 and 5.</p>
Schedule 6 – 2	Exchange Information Requirements	Attach the Exchange Information Requirements
Schedule 6 – 3	BIM Execution Plan	Attach the latest approved BIM Execution Plan for the relevant disciplines to be modelled (if available)

Note that there are specific terminologies and abbreviations used in this document. Please refer to the separate document “CIC BIM Dictionary” published by CIC for their definitions and descriptions.



It is recommended that this document is adopted in connection with the CIC BIM Standards and the CIC Exchange Information Requirements (EIR) Template which are separate documents available from the CIC.

Draft for Public Consultation

CIC
BIM SERVICES
AGREEMENT

Draft for public consultation

AGREEMENT

THIS AGREEMET is made on the day of 20

BETWEEN

(“the Appointing Party”) of, or whose registered office is situated at

and

(“the Appointed Party”) of, or whose registered office is situated at

to provide BIM services.

Recitals

Whereas the Appointing Party intends to adopt Building Information Modelling (BIM) for

(“the Project”) all as more fully described in the Project Details attached hereto as Schedule 4.

It is hereby agreed as follows:

1. The Appointing Party hereby appoints the Appointed Party as the BIM Services Provider for the Project in accordance with the Terms of Appointment annexed hereto.
2. For the consideration hereinafter mentioned the Appointed Party will upon and subject to the Terms of Appointment annexed hereto carry out and complete the Services as specified in the Schedules attached hereto.
3. The Appointing Party will pay to the Appointed Party the sum of Hong Kong Dollars (HK\$) and such other reimbursables specified in the Fees and Expenses attached hereto as Schedule 3.

IN WITNESS WHEREOF the parties have executed the Agreement on the date first above written.

[Appointing Party])
*EXECUTED and DELIVERED as deed)
by affixing its COMMON SEAL)-----

SIGNED by)
[name of director / authorised person])
duly authorised by the Appointing Party)-----

In the presence of)
[name and signature of the witness])

[Appointed Party])
*EXECUTED and DELIVERED as deed)
by affixing its COMMON SEAL)-----

SIGNED by)
[name of director / authorised person])
duly authorised by the Appointed Party)-----

In the presence of)
[name and signature of the witness])

* delete if Agreement is not to be executed by deed

TERMS OF APPOINTMENT

1. Definitions

The following words, terminologies and expressions used in this Agreement Conditions shall have the meaning given in these definitions. Other words, terminologies, and expressions not specifically defined below shall take on their ordinary meaning in the English language.

Building Information Modelling (BIM) means the process of generating and managing building data during the building or assets life cycle. It is a new way of working using new technology to facilitate project management, better construction process control, cross-disciplinary collaboration, communication with external stakeholders, decision support and risk management.

BIM Coordinator means a role combining model management, project information management and process management activities for a Task Team.

BIM Execution Plan means the document that explains how the information modelling aspects of a project will be carried out throughout the project life cycle.

BIM Manager means the role played by an individual or an organisation on behalf of the whole project team. The BIM Manager has many responsibilities which include: BIM facilitation, coordinating data-exchange activities, fulfilling pre-defined design specifications and delivery specifications and overall model quality control.

BIM Model (Model) means the digital representation of the physical and functional characteristics, data, documentation and information of and related to the built asset to be delivered for the Project.

BIM Modeller means a skilled BIM software modelling person with good understanding of their specific design discipline, e.g. architectural, mechanical or structural etc.

BIM Object (Object) means a self-contained, uniquely identified object in a Model representing a building component or assembly within the Project as referred to in the CIC Production of BIM Object Guide – General Requirements.

BIM Uses means the specific BIM Uses as listed in the Exchange Information Requirements and described in the CIC BIM Standards – General published by the Construction Industry Council.

CIC BIM Standards means the CIC BIM Standards - General (Version 2 - December 2020), CIC BIM Standards for Architecture and Structural Engineering (Version 2 - December 2020), CIC BIM Standards for Mechanical, Electrical and Plumbing (August 2019), CIC BIM Standards for Underground Utilities (August 2019), CIC BIM Standards for Preparation of Statutory Plan Submissions (December 2020) and CIC Production of BIM Object Guide - General Requirements (August 2019) all published by the Construction Industry Council.

Common Data Environment (CDE) means the centralised digital / electronic document management system which is used for BIM collaboration, storing and exchange of digital data and information as referred to in the CIC BIM Standards – General.

Consultant means the lead consultant and / or his sub-consultants and other consultants responsible for the design and supervision of the Project.

Contractor means the lead (or main) contractor and / or his sub-contractors and other contractors responsible for the design (when applicable) and construction of the Project.

Day means calendar day. If an obligation is required to be discharged or an action is required to be performed on or by a day which falls on a Statutory Holiday of the Hong Kong Special Administrative Region, the day on which such obligation to be discharged or action to be performed shall be postponed to the next working day.

Delivery Team means the team led by the lead consultant or the lead contractor with other appointed parties for a particular project delivery activity. A delivery team will consist of multiple tasks teams from within the lead consultant's / lead contractor's organization and any appointed parties.

Employer means the client / asset owner / developer responsible for initiating the Project and approving the brief.

Exchange Information Requirements (EIR) means the “Information Requirements in relation to an Appointment” as referred to in ISO 19650-1 (3.3.6) generated by the Appointing Party. The EIR sets out the managerial, commercial, and technical aspects as to satisfy what was defined in Project Information Requirements and Asset Information Requirements.

Federated Model means a Model that links distinct component Models, tables, analysis and other data sources without losing their identity or integrity by being linked, such that any change to one component Model will not change another component Model.

Intellectual Property Rights means trademarks, patents, copyrights, design rights, trade names, new inventions, designs or processes, and other intellectual property rights of whatever nature and wheresoever arising, whether now known or hereafter created, and whether registered or unregistered, in any country or region.

Lead Consultant means the Consultant identified by the Employer to lead the Deliver Team of which he is a party to.

Lead Contractor means the main contractor for the works.

Level of Information Need means the framework which defines the extent and granularity of information needed.

Model Author means the Project party responsible for developing the content of a specific Model or Object for the Project.

Project means the construction project identified in the recitals to Agreement above.

Project Parties means the appointed parties who are involved in the implementation of BIM for the Project. For a building project, these might include the project manager, architect, structural engineer, building services engineer, quantity surveyor, landscape architect, specialist designer, contractor and its sub-contractors etc.

Services means the services as set out in Schedule 1 and / or 2 hereof and in accordance with this Agreement.

Task Team means a team of individuals assembled by the Appointed Party or other Project Parties to perform a specific task, normally for a particular discipline, e.g. architectural, structural, mechanical, electrical, surveying, interior design etc.

Virtual Reality means a model use where three-dimensional models are part of an immersive environment where users experience simulated places, objects and processes.

2. Scope of Services

The scope of Services under this Agreement shall include :

(1)* BIM Manager Services all as described in Schedule 1 attached hereto.

(2)* BIM Modelling Services all as described in Schedule 2 attached hereto.

(* Delete clause that is inapplicable)

3. Appointing Party's Obligations

The Appointing Party shall:

(1) pay the fees as stated in Schedule 3 attached hereto to the Appointed Party in accordance with the payment terms stated therein.

(2) notify the Appointed Party in writing of any instruction to vary the Services.

(3) notify the Appointed Party in writing of any agent appointed to act on behalf of the Appointing Party and of any change or dismissal of the agent.

(4)* when BIM Manager Services are required, appoint the appropriate Consultants or Contractors and incorporate in their appointments relevant clauses abiding them to produce and deliver Models and Objects in accordance with the BIM Execution Plan for the Project.

(5)* when BIM Modelling Services are required, produce drawings or descriptions to illustrate the design of the relevant elements in the discipline to be modelled for the Project to the Appointed Party.

(* Delete clause that is inapplicable.)

4. Appointed Party's Obligations

The Appointed Party shall:

- (1) provide the Services with reasonable professional skill, care and diligence and comply with the Appointing Party's instructions in respect of the Services required.
- (2) deploy BIM personnel that are properly qualified and experienced to carry out their tasks on the Project.
- (3) indemnify and keep indemnified the Appointing Party against all claims, damages, losses or expenses arising out of or resulting from any negligence in or due to the conduct of or performance by the Appointed Party of the Services under this Agreement.
- (4) without relieving any liability and obligation under the Agreement, at his own cost carry out such work or provide such facilities as may be necessary to correct any errors or omissions in his services, for which he is responsible.

5. Assignment and Subcontracting

- 5.1 The Appointing Party may, upon giving 14 days written notice to the Appointed Party, assign the whole or part of this Agreement to another Project Party to the Project for administrative reasons.
- 5.2 The Appointed Party shall not assign or subcontract any part of the Services under the Agreement without prior written consent of the Appointing Party.

6. Confidentiality

The details of this Agreement shall be confidential as between the parties and shall not be divulged to a third party, other than the legal representatives of the respective parties and / or a mediator appointed in accordance with Clause 12 hereof, without the prior written consent of the other party.

7. Payment

- 7.1 The Appointing Party shall pay the fees and charges to the Appointed Party for the performance of the Services in such instalments as are set out in the Schedule of Fees and Expenses attached hereto as Schedule 3.
- 7.2 Payment in respect of an invoice shall be made within 28 days after the issue date of the invoice. Should the Appointing Party disagree with any portion of the amount charged, he shall pay the portion in agreement and notify the Appointed Party the reasons for the disagreed portion in writing within 28 days.

8. Variations to Services

- 8.1 The Appointed Party shall notify the Appointing Party in writing as soon as it becomes reasonably apparent that any work additional to the Services to be performed under this Agreement will be required.
- 8.2 Where the Appointed Party is involved in additional work because of changes instructed to the Services the Appointing Party shall, unless otherwise agreed, pay to the Appointed Party additional fees calculated on the basis of actual additional expenses incurred and / or the time charges set out in Schedule 3 attached hereto.

9. Intellectual Property Rights

The Intellectual Property Rights of all Models, Objects, analysis, reports and other deliverables prepared by the Appointed Party for the Project shall be the property of the Appointing Party.

10. Suspension and Termination

- 10.1 The Appointing Party may suspend performance by the Appointed Party of all or any of the Services by giving 7 days written notice to the Appointed Party. If the Services have been suspended for a continuous period of more than 12 calendar months, the Appointed Party may terminate the Agreement by serving a written notice on the Appointing Party to that effect.

10.2 When the Appointing Party has suspended the Services but the appointment of the Appointed Party under this Agreement has not been terminated, the Appointing Party may require the Appointed Party to resume the performance of the Services within 7 days of a written notice.

10.3 The Appointing Party may terminate the appointment of the Appointed Party under this Agreement by giving 14 days written notice to the Appointed Party.

10.4 If the Appointing Party materially breaches his obligation under this Agreement, the Appointed Party may serve on the Appointing Party a written notice specifying the breach and requiring its remedy within 14 days, or any other period agreed between the parties. If the Appointing Party thereafter fails to remedy the breach within such period, the Appointed Party may suspend performance of any or all of the remaining Services and seek to resolve the dispute pursuant to Clause 12 of this Agreement.

10.5 If either party to this Agreement:

- (1) becomes bankrupt or has a receiving or administration order served against him; or
- (2) goes into liquidation; or
- (3) becomes insolvent; or
- (4) makes any arrangement with its creditors

the other party may either suspend performance of his obligations under this Agreement or terminate the appointment under this Agreement by giving 14 days written notice to the other party.

10.6 The exercise of the above rights to suspend or terminate the appointment under this Agreement is without prejudice to the accrued rights and entitlements of the parties.

11. Consequences of Termination

If appointment of the Appointed Party has been terminated under Clause 10 of the Agreement:

- (1)* When BIM Manager Services are provided, the Appointed Party shall immediately handover to the Appointing Party:-

- (i) the control rights to the Common Data Environment including, but not limited to, the system administrator user name and password; and
- (ii) all data files in the Common Data Environment for the Project to the Appointing Party or his designated agent to avoid undue disturbance to the progress of the Project.
- (2)* When BIM Modelling Services are provided, the Appointed Party shall immediately handover all completed and partly completed data files relevant to the Models, Objects and any other information created for the Project to the Appointing Party or his designated agent to avoid undue disturbance to the progress of the Project.

(* Delete clause that is inapplicable)

- (3) The Appointing Party shall pay the Appointed Party any outstanding instalments, or outstanding part of instalments, of the fees due to the Appointed Party up to the date of termination within 28 days of the date of termination.
- (4) Unless the termination was caused by a material breach by the Appointed Party, the Appointing Party shall pay the Appointed Party within 28 days of the receipt of a written demand of the Appointed Party, the consequential costs necessarily incurred by him as a result of the termination. Such costs shall be limited to the outstanding sum to be paid by the Appointing Party as consideration under the Agreement, excluding reimbursables specified in the Fees and Expenses attached hereto as Schedule 3.

12. Disputes

12.1 If a difference or dispute arises out of or in connection with this Agreement, the Appointing Party and the Appointed Party shall attempt to reach a settlement in good faith by themselves.

12.2 If the matter in difference or dispute is not thus resolved within 14 days of it arising, then the matter shall be referred to mediation in accordance with and subject to the Hong Kong International Arbitration Centre Mediation Rules or any modification thereof for the time being in force.

12.3 If the mediation is abandoned by the mediator or otherwise concluded without the difference or dispute being resolved, then such difference or dispute shall be referred to and determined by arbitration in accordance with and subject to the Hong Kong International Arbitration Centre Domestic Arbitration Rules.

13. Liability

13.1 The Appointed Party shall pay the cost of any royalty, license fee or other sum legally payable for the use of any software and / or hardware in the delivery of the Services under this Agreement. The Appointed Party shall indemnify and keep indemnified the Appointing Party from and against all claims, proceedings, damages, costs and expenses arising from his infringing any intellectual property rights.

13.2 If the appointment under this Agreement is terminated due to a default or breach by the Appointed Party, he shall be liable for and shall compensate the Appointing Party for all damages and expenses so incurred by the Appointing Party as a result of the termination.

13.3 The limit of liability shall be the higher of:

- (i) the total sum to be paid by the Appointing Party as consideration under the Agreement, excluding reimbursables, specified in the Schedule 3 attached hereto; or
- (ii) the liability amount of professional indemnity insurance specified in Schedule 6 attached hereto where applicable.

14. Professional Indemnity Insurance (PII)*

Without prejudice to the Appointed Party's liability to indemnify the Appointing Party against any damages and expenses caused by negligence, default or wrong-doings in the performance or delivery of the Services under this Agreement, the Appointed Party shall procure and maintain a professional indemnity insurance policy from an insurance company or bank approved by the Appointing Party, for the amount and duration as specified in Schedule 6 attached hereto.

(**Optional. Note that specific PII policies for BIM Service Providers is subject to availability in the market. Can consider general design and supervision consultancy PII policies.*)

15. Notice

- 15.1 Any notice to be given under this Agreement shall be in writing and delivered by hand or sent by registered mail to the party at the address shown in this Agreement or to such an address as the other party may have specified from time to time by written notice to the other.
- 15.2 Such notice shall be deemed to have been received on the day of delivery if delivered by hand and otherwise on the next working day following the day of posting by registered mail.
- 15.3 Where under this Agreement an act is required to be completed within a specified number of days after or from a specified date, the period shall begin immediately after the specified date.

16. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and the jurisdiction of the Courts in the Hong Kong Special Administrative Region shall apply to this Agreement.

17. Contracts (Rights of Third Parties) Ordinance

Nothing in this Agreement confers or purports to confer on any third party any benefit or any right pursuant to Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any terms of this Agreement.

Draft for Public Consultation

Schedule 1 - Schedule of BIM Manager Services

(Delete if inapplicable)

1. General Duties

The Appointed Party shall manage the process of bringing together all the various discipline-specific Models prepared by the different Project Parties into a single Federated Model and provide federated information for both file management and collaborative activities. His responsibilities shall be as described in Clause 3.7.12 of the CIC BIM Standards – General, including but not limited to:

1. Within the mobilisation stage of the Project, facilitate the Delivery Team to develop an initial BIM Execution Plan complying with the Exchange Information Requirements (EIR) and seek the approval of the Employer. In the event of any disagreement in the process of the BIM Execution Plan development the Appointed Party shall arbitrate and make the final decision when necessary to complete the BIM Execution Plan according to the initially approved schedule, save for those decisions that shall involve any change in scope of services/works of the Project Parties which shall be referred to the Employer for his decision.
2. Administer the approved BIM Execution Plan for the Project and update it from time to time for amendments made or necessitated by later circumstances as appropriate.
- 3A[#]. Establish and administer a Common Data Environment (CDE) as described in Clause 5 CDE Management (1A) below for the Project throughout the period specified in Clause 2 of the Annex to Schedule 1 herewith.
- 3B[#]. Take over and administer a Common Data Environment (CDE) provided by the Appointing Party or the Employer as described in Clause 5 CDE Management (1B) below for the Project throughout the period specified in Clause 2 of the Annex to Schedule 1 herewith.
4. Implement information management requirements.
5. Monitor the progress of BIM implementation by the various Project Parties and hold coordination meetings to keep all in pace.

6. Verify the integrity and safety of Models and Objects uploaded to the CDE.
7. Conduct clash and non-coordinated analysis using digital methods.
8. Maintain trackable records of access, retrieval, changes and additions to the Model.
9. Attend coordination meetings with Consultants / Contractors to discuss BIM related matters when required.
10. Check and consolidate the BIM audits by the Task Teams of the Project Parties.
11. Provide all relevant hardware and software to enable carrying out of the above tasks.

(*# Delete as appropriate. 3A should be used when the CDE is to be established by the Appointed Party.*)

2. BIM Manager to be approved

The person designated by the Appointed Party to represent him and act as BIM Manager for the Project shall be that as named in the Annex to this Schedule and shall not be changed without the written approval of the Appointing Party. The Appointing Party may request the Appointed Party to change the designated person if he later finds him not up to the standards and requirements of the post and the Appointed Party shall replace the designated person by another qualified person within 28 days of such request.

3. BIM Execution Plan

The BIM Execution Plan is a live document and the Appointed Party shall review and update it regularly to ensure smooth and satisfactory implementation of BIM in the Project. The Appointed Party shall monitor and check that the BIM Execution Plan is properly implemented by all Project Parties throughout the stages specified in Clause 2 of the Annex to Schedule 1 herewith.

The BIM Execution Plan shall include, but not be limited to:

1. Project information (project particulars);

2. Project information functions (roles and contacts);
3. Information delivery strategy;
4. BIM goals, Uses and deliverables;
5. Information Management Assignment Matrix;
6. Project information standards (also known as standards on BIM procedures);
7. Project information production methods and procedures (also known as BIM procedures);
8. Federation strategy (also known as model division);
9. Security strategy and management plan to fulfilling security information requirements (SIR);
10. High and Detail Level Responsibility Matrix (also known as BIM organisation chart), with defined roles, responsibilities and authority;
11. BIM team resources, competency and training;
12. Delivery team risk register;
13. Mobilisation plan (also known as standards on resources planning / work planning);
14. Master Information Delivery Plan (MIDP);
15. Task Information Delivery Plan (TIDP);
16. BIM deliverable schedule (programme);
17. Spatial coordination process (also known as BIM coordination and clash detection);
18. Software, hardware, Common Data Environment (CDE) and information technology infrastructure;
19. Quality assurance - BIM auditing; and
20. Handover procedures of project information models and CDE (if applicable)

4. Coordination and Clash Analysis Report

The Appointed Party shall carry out coordination and clash analysis every time when a new discipline specific Model is uploaded to the Common Data Environment and shall, within 7 days of such analysis, notify the relevant Project Parties of any non-coordination or clashes detected for them to resolve.

5. Common Data Environment (CDE) Management

The Appointed Party shall carry out tasks of Information Management as follows:

1A[#]. Within 28 days of commencement of this Agreement establish on behalf of the Appointing Party, or any party designated by the Appointing Party, a Common Data Environment (CDE) as referred to in Chapter 4 of the CIC BIM Standards – General for the Project, including processes and procedures to enable reliable information exchange between the Project Parties, all to the approval of the Employer.

All payments and license fees of the CDE shall be borne by the Appointed Party and is deemed to be included in his fee / shall be reimbursed to the Appointed Party at net cost as reimbursables by the Appointing Party**.

1B[#]. Within 14 days of instruction by the Appointing Party, take over an established Common Data Environment (CDE), review and improve, if necessary, the established processes and procedures to enable reliable information exchange between the Project Parties, all to the approval of the Employer.

All payments and license fees of the CDE shall be borne by the Appointing Party.

2. Setup and administer user accounts for the relevant Project Parties.
3. Check that information uploaded to the CDE is done in compliance with the information requirements and report any non-compliance.
4. Maintain the Federated Model to meet integrity and security standards in compliance with the BIM Execution Plan.
5. Manage CDE processes and procedures.
6. Assist Project Parties in assembling information for project deliverables.

([#] Delete as appropriate. 1A should be used when the CDE is to be established by the Appointed Party.

** Delete as appropriate. If the payments and license fees of the CDE are to be reimbursed, relevant heading should be added to Schedule 3, Clause 3.)

6. BIM Audits

The Appointed Party shall check that the BIM Coordinators of the Task Teams under the various Project Parties and carry out audits on their BIM tasks in accordance with the recommendations in the BIM Audit Checklist prescribed in the CIC BIM Standards - General on a regular basis as stipulated in the BIM Execution Plan.

The Appointed Party shall collect the audit reports submitted, verify by spot checks, prepare a consolidated BIM Audit Report and submit to the Employer and Appointing Party on a regular basis.

7. Meetings

The Appointed Party shall attend / hold design coordination meetings with the Consultant / Contractor and / or Project Parties to coordinate the BIM works by them and assist in resolving any technical problems encountered.

8. Project Handover

The Appointed Party shall check and ensure all project and asset information has been properly archived in accordance with the BIM Execution Plan prior to handing over to the Appointing Party or his designated agent and handover the Common Data Environment to the Appointing Party when being requested.

Annex to Schedule 1

1. Designated Person

The person designated by the Appointed Party to act as BIM Manager for the Project shall be: _____

The designated person shall fulfill the following qualification requirements:

- (i) Being a valid CIC-Certified BIM Manager (CCBM); or
- (ii) Being a corporate member of an appropriate professional institution or having a university degree or equivalent in an appropriate architectural, engineering, surveying, building or construction related discipline with a minimum of 5 years relevant post-qualification experience; and

Having a minimum of 3 years of practical experience in the management of BIM in construction projects.

2. Contract Period

The Appointed Party shall provide BIM Manager Services for the following project stages as stated in Schedule 4 herewith:

- (1) Design Stage+
- (2) Construction Stage+
- (3) Maintenance Stage+

(⁺ *Tick the boxes to which this Agreement will apply.*)

3. BIM Audits

Consolidated BIM Audit Report shall be submitted by the Appointed Party at the following intervals:

- | | |
|-------------------------------------|----------------------------------|
| (1) Design Stage ⁺ | monthly / quarterly ⁼ |
| (2) Construction Stage ⁺ | monthly / quarterly ⁼ |
| (3) Maintenance Stage ⁺ | monthly / quarterly ⁼ |

(⁺ *Delete the stages that will not be covered by this Agreement.*)

(⁼ *Select as appropriate.*)

Draft for Public Consultation

4. Delivery Team Members

The Project Parties that will be participating in the development of the Model and be coordinated by the BIM Manager shall be:

Discipline ^{\$}	Name	Number of Users

(^{\$} For a BIM Manager engaged by the Employer / Lead Consultant, insert the disciplines and names of consultants and contractors appointed by the Employer and sub-consultants appointed by the Lead Consultant. For a BIM Manager engaged by the Lead Contractor, insert the disciplines and names of the sub-contractors and separate contractors.

If the BIM Services Provider acts both as BIM Manager and BIM Modeller, list the disciplines to be modelled by the BIM Services Provider also.)

Schedule 2 - Schedule of BIM Modelling Services

(Delete if inapplicable)

The services to be provided by the Appointed Party are set out below:

1. General Duties

The Appointed Party shall:

1. Prepare the relevant sections of the BIM Execution Plan in accordance with the Exchange Information Requirements (EIR) to cover the BIM services he is responsible for, and submit to the Lead Consultant / Lead Contractor for his approval and incorporation into the BIM Execution Plan for the Delivery Team.
2. Develop, maintain and update the Models and Objects for the discipline(s) specified in the Annex to this Schedule according to information supplied by the Appointing Party.
3. Utilize the Model and other digital data produced by himself or other Project Parties to achieve the BIM Uses specified in the Annex to this Schedule.
4. Facilitate Virtual Reality (VR) walks - through in the Models to assist the Appointing Party in presentation and checking of his design.
5. Generate two dimensional (2D) drawings including but not limited to plans, sections and elevations from the Models and incorporate all additional information so that they meet all the necessary requirements for statutory submission, tender, contract, record or other purposes.
6. Comply with all specified standards, processes, and procedures in respect of the development, use, transmission, exchange, storage and archiving of the Models.

The Appointed Party shall immediately notify the Appointing Party and the BIM Manager in writing if he detects any ambiguities or discrepancies in or between any Model or Object developed by him or by other Project Parties, regardless of the project stage or Level of Information Need achieved. The Appointing Party

and the BIM Manager shall facilitate resolution of the ambiguity or discrepancy as soon as practicable after receipt of the notice from the Appointed Party.

The standard of care regarding the Appointed Party's obligation under this Agreement shall be that of the professional skill, care and diligence to be expected from a competent person experienced in carrying out work of a scope, nature and size similar to that required for the Project.

2. Digital Data Security

The Appointed Party shall continuously use his best endeavours to protect the digital data for the Project from any cyber risks including, but not limited to, electronic security breaches, unauthorized acts, virus attacks, hacking and information loss and / or damage. The Appointed Party shall regularly backup and store the digital data of the Project in a secure and stable system. The Appointed Party shall bear all consequences due to his failure to comply with this Clause.

3. Compliance with BIM Execution Plan

The Appointed Party shall develop his Models and Objects strictly according to the requirements stated in the BIM Execution Plan attached as Schedule 6 to this Agreement. The BIM Execution Plan may be updated from time to time by the BIM Manager and the Appointed Party. The Appointed Party shall follow the updated requirements in his work accordingly.

4. Clash and Spatial Analysis

The Appointed Party shall:

1. perform clash analysis within his Models and that with Models provided by other Project Parties, e.g. clashes among architectural, structural and building services elements etc. and submit clash reports to the Appointing Party clearly showing the locations of the identified clashes to facilitate coordination with other Project Parties.
2. carry out spatial analysis including but not limited to headroom, working spaces etc. to facilitate the Appointing Party to optimise / complete his design.

5. BIM Objects

The Appointed Party shall provide or develop Objects to represent the details of specified components, e.g. windows, cornices etc. in the Model in accordance with the CIC Production of BIM Object Guide – General Requirements.

6. BIM Audits

The Appointed Party shall carry out audits on BIM related tasks in accordance with the recommendations in the BIM Audit Checklist prescribed in the CIC BIM Standards – General and submit the results of such audits to the Appointing Party and BIM Manager on a regular basis as stipulated in the BIM Execution Plan.

The audits shall cover but not be limited to the following checking:

1. visual check;
2. interference check, clash detection;
3. standards check;
4. model data integrity check; and
5. document delivery check.

7. Meetings

The Appointed Party shall attend design coordination meetings as requested by the Appointing Party with the BIM Manager, the Consultants, the Contractor and / or other Project Parties.

8. Personnel

The Appointed Party shall, within 14 days of commencement of this Agreement, submit his Task Team(s) organization chart consisting of duly qualified staff to carry out the modelling and other activities related to BIM for the Project for the approval of the Appointing Party. Every Task Team shall be led by a BIM Coordinator who shall be responsible for the quality of work by the team.

If any member of staff is found to be incapable of carrying out the tasks designated to him / her properly, the Appointing Party may request the Appointed Party to replace him / her and the Appointed Party shall do so within 14 days of the request.

Annex to Schedule 2

1. Discipline

The discipline(s) to be modelled under this Agreement shall be:

2. Level of Information Need

The Models for the below listed elements of the design shall be developed to the following Level of Information Need as specified in the CIC BIM Standards:

Model Element	Concept, Feasibility, Planning			Preliminary, Scheme			Detailed Design			Statutory Submission			Tender			Construction			As-built		
	G	I	DOC	G	I	DOC	G	I	DOC	G	I	DOC	G	I	DOC	G	I	DOC	G	I	DOC
Element 1																					
Element 2																					
Element 3																					
Element 4																					
Element 5																					
Element 6																					
Element 7																					
Element 8																					

G : Level of Graphics

I : Level of Information

DOC : Level of Documentation

Refer Clause 2.6 of CIC BIM Standards – General for detailed definitions.

3. BIM Uses

The BIM Model developed must be appropriate to achieve the BIM Uses marked by a tick below:

BIM Use	
1	Design Authoring <input type="checkbox"/>
2	Design Review <input type="checkbox"/>
3	Drawing Generation (Drawing Production) <input type="checkbox"/>
4	Existing Conditions Modelling <input type="checkbox"/>
5	Sustainability Evaluation <input type="checkbox"/>
6	Site Analysis <input type="checkbox"/>
7	Space Programming <input type="checkbox"/>
8	Cost Estimation <input type="checkbox"/>
9	Spatial Coordination <input type="checkbox"/>
10	Engineering Analysis <input type="checkbox"/>
11	Facility Energy Analysis <input type="checkbox"/>
12	Building Code Checking and Validation <input type="checkbox"/>
13	Phase Planning (4D Modelling) <input type="checkbox"/>
14	Digital Fabrication <input type="checkbox"/>
15	Site Utilisation Planning <input type="checkbox"/>
16	3D Control and Planning <input type="checkbox"/>
17	3D Construction Coordination <input type="checkbox"/>
18	Construction System Design <input type="checkbox"/>
19	Construction Quality Management <input type="checkbox"/>
20	As-built Modelling for As-built Information Modelling (ABIM) and Asset Information Model (AIM) <input type="checkbox"/>
21	Maintenance Scheduling <input type="checkbox"/>
22	Project System Analysis <input type="checkbox"/>
23	Space Management and Tracking <input type="checkbox"/>
24	Asset Management <input type="checkbox"/>
25	Sales and Marketing <input type="checkbox"/>
26	Heritage Information Modelling (HIM) <input type="checkbox"/>
27	Other BIM Uses <input type="checkbox"/>

Schedule 3 - Fees and Expenses

1. Lump Sum Fee

The fees of the Appointed Party for the performance of the Services described in Schedule 1 herewith shall be

(HK\$). This is a lump sum fee and shall be inclusive of all software licenses, hardware purchases and other ancillary expenses not reimbursable under Clause 3 below, to enable the Appointed Party to perform the Services. Payment shall be made in accordance with the following payment schedule:

Stage	Description	%	Amount (HK\$)
1			
2			
3			
4			
5			
	Total	100	

2. Time Charges

Where time charges are used as the method of payment for services, these shall be calculated on the hours actually spent by the relevant personnel:

(A) %% at the following hourly rates:

BIM Manager HK\$ / hour

BIM Coordinator HK\$ / hour

BIM Modeller HK\$ / hour

Others (state) HK\$ / hour

Where a senior staff member does work which would normally be done by a more junior member, the rate charged shall be that of the more junior staff. Time spent by management personnel on general administrative duties is not chargeable.

(B)%% at the hourly cost of the individual involved plus percent.

A member of staff shall include technical and supporting staff and a partner / director doing work normally done by technical staff, but shall exclude secretarial staff and staff engaged for general administration.

The hourly cost shall be calculated by taking the annual cost of the member of staff comprising:

- (i) salary and bonus but excluding expenses;
- (ii) employer's contributions payable under the Mandatory Provident Fund and any pension and life assurance schemes; and
- (iii) any other payments or benefits made or granted by the employer in pursuance of the terms of employment of the member of staff.

and dividing the total by 1,680.

(%% Select an appropriate option.)

3. Expenses

The following expenses shall be reimbursed to the Appointed Party at net cost incurred, without profit or overhead, subject to provision of reasonable substantiation:

Schedule 4 - Project Details

1. Project Description

A brief description of the asset to be built is as follows :

2. Project Stages

Tentative key dates for the various project stages shall be:

- (1) Design Stage⁺ from to
- (2) Construction Stage⁺ from to
- (3) Maintenance Stage⁺ from to

(⁺ Delete the stages that will not be covered by this Agreement.)

Schedule 5 – Special Conditions

The following Special Conditions shall apply to this Agreement. Wherever these Special Conditions vary from the Terms of Appointment, the terms of these Special Conditions shall take precedence.

(Add Special Conditions as appropriate)

Draft for Public Consultation

Schedule 6 – Contract Particulars

1. Contract Particulars

Clause 2 Scope of Services

Clause 3 (4/5) The scope of services applicable shall include :

Clause 11 (1/2) (1) BIM Manager Services *

Schedules 1/2 (2) BIM Modelling Services *

** Delete if not applicable*

Clause 14 Professional Indemnity Insurance (PII)

For a liability amount not less than HK\$
for any one occurrence or series of occurrences arising out of one event but
unlimited in the aggregate amount for the period of insurance for the Contract
Period plus months after the earlier of:

- (i) expiry of the Contract Period with any extension thereof; or
- (ii) termination of the Agreement.

Schedule 1

Clause 1(3A/B) Common Data Environment (CDE)

Clause 5 (1A/B) The CDE shall be provided by the Appointing Party / Appointed
Party*

** Delete if not applicable*

Clause 5 (1A) The payments and license fees of the CDE provided by the
Appointed Party shall be included by the Appointed Party in his
fee/reimbursed by the Appointing Party at net cost*

** Delete if not applicable*

2. Exchange Information Requirements

The Exchange Information Requirements are as attached.

(Attach the Exchange Information Requirements for the Project.)

(User is recommended to use the CIC BIM Exchange Information Requirements (EIR) Template to assist in drafting the Exchange Information Requirements for the Project. Note that different Exchange Information Requirements may apply to different project stages. Refer to the samples provided with the CIC BIM Exchange Information Requirements (EIR) Templates.)

3. BIM Execution Plan

The latest BIM Execution Plan is attached.

(Not applicable for Agreements between Consultants/Contractors and BIM Services Providers at the initial stage of the Project. For BIM Service Providers appointed at a later stage when a BIM Execution Plan has already been prepared and approved, attach the latest BIM Execution Plan issued for the Project.)

Acknowledgement

The CIC would like to thank the following members of the Task Force on BIM Specifications and Agreement and Task Group on Special Conditions of Contract for BIM and BIM Services Agreement for their contributions and support in the drafting of CIC Special Conditions of Contract for BIM.

Draft for Public Consultation

Member List of the Task Force on BIM Specifications and Agreement

<u>Member</u>	<u>Representative of</u>
Ar. Ada FUNG (Co-Chairperson)	Chairperson of Committee on Building Information Modelling
Ir Rocky POON (Co-Chairperson)	Chairperson of Committee on Construction Business Development
Ar. Marcin KLOCEK (Chairperson of Task Group 1)	MTR Corporation Limited
Ar. SO Ching (Co-Chairperson of Task Group 2)	The Hong Kong Institute of Architects
Ir Kelvin WONG (Co-Chairperson of Task Group 2)	Airport Authority Hong Kong
Ir Clement CHUNG	The Association of Consulting Engineers of Hong Kong
Ar. David FUNG	The Hong Kong Institute of Architects
Sr Raymond KONG	The Hong Kong Institute of Surveyors
Ir Francis LEUNG	The Hong Kong Institution of Engineers
Mr. Billy WONG	The Hong Kong Construction Association
Ms. Eliza WONG	Real Estate Developers Association of Hong Kong
Mr. Kevin WONG	Hong Kong Institute of Building Information Modelling

Member List of the Task Group on Special Conditions of Contract for BIM and BIM Services Agreement

<u>Member</u>	<u>Representative of</u>
Ar. SO Ching (Co-Chairperson)	The Hong Kong Institute of Architects
Ir. Kelvin WONG (Co-Chairperson)	Airport Authority Hong Kong
Ar. Marcin KLOCEK (Chairperson of Task Group 1)	MTR Corporation Limited
Mr. Douglas AU	Hong Kong Institute of Building Information Modelling
Mr. Andrew CHAN	Hong Kong General Building Contractors Associations
Mr. CHAN Kim-kwong	Hong Kong Construction Sub-contractors Associations
Mr. Honson CHIU	Hong Kong Housing Authority
Ar. David FUNG	The Hong Kong Institute of Architects
Sr Raymond KONG	The Hong Kong Institute of Surveyors
Mr. Alvin LAI	Hospital Authority
Mr. Dennis LEUNG	Hong Kong Housing Authority
Ir Francis LEUNG	The Hong Kong Institution of Engineers
Ar. Linda LI	The Hong Kong Institute of Architects
Mr. Billy WONG	The Hong Kong Construction Association
Ms. Eliza WONG	Real Estate Developers Association of Hong Kong
Mr. Timothy YAU	Hong Kong Institute of Building Information Modelling
Sr Keith YIM	The Association of Consultant Quantity Surveyors

Feedback Form

CIC BIM Services Agreement

To improve future editions of this publication, we would be grateful to have your comments

(please put a “✓” in the appropriate box.)

1. As a whole, the publication is:	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
Informative	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comprehensive	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Useful	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Practical	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Does the publication enable you to understand more about the subject?	Yes	No	No Comment		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3. Have you made reference to the publication in your work?	Quite Often	Sometimes	Never		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4. Have you made specific reference to the following aspects?	Quite Often	Sometimes	Never		
Obligation of the parties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Contractual implication of the BIM model	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Intellectual property ownership	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
5. Overall, how would you rate the publication?	Excellent	Very Good	Satisfactory	Fair	Poor
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Other comments and suggestions:					
	(attach additional sheets if necessary)				

Personal particulars*: (optional)

Name: Mr. / Ms. / Dr. / Prof. / Ar / Ir / Sr

Company:

Tel.:

Email:

- * The personal data collected in this form will only be used for evaluation and analysis in connection with this publication. Including contacting you to discuss your comments towards the publication. Your data will otherwise be kept confidential and handled only by the Construction Industry Council.

Please return the feedback form to:

CIC Secretariat – Construction Business Development

Email: coop@cic.hk

Address: 38/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon, Hong Kong

Fax: (852) 2100 9090

Construction Industry Council

Address : 38/F, COS Centre
56 Tsun Yip Street
Kwun Tong, Kowloon

Tel : (852) 2100 9000

Fax : (852) 2100 9090

Email : [enquiry@cic.hk](mailto:enquiry@ cic.hk)

Website : www.cic.hk