The new CIC BIM Protocol—what’s changed?

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Construction analysis: The Construction Industry Council (CIC) has recently published the second edition of its Building Information Modelling (BIM) protocol. Andrew Croft, associate in the construction and engineering group at Beale & Company, and lead consultant responsible for drafting the new protocol, explains the key changes that have been made.

Original news

Construction Industry Council publishes new Building Information Modelling Protocol, LNB News 10/04/2018 86


What is the protocol?

The CIC BIM Protocol is the only standard contractual protocol for use in projects using Building Information Models.

The original protocol was published in 2013 as part of the suite of BIM Level 2 documents, which support the UK government’s BIM strategy, including the mandate to use BIM on centrally procured government construction projects from 2016.

The protocol is intended to be incorporated into and appended to contracts and puts in place specific additional obligations and liabilities on the use of the BIM.

Why was a second edition published?

The use of BIM is now standard practice. The approach to BIM has developed since the original protocol was published and new standards have been released, including PAS1192-5 in relation to security.

Feedback had also been received that the original protocol, particularly in the approach to intellectual property, was not sufficiently flexible and that completing the appendices was a challenge.

The CIC was keen to promote increased uptake of the protocol and update the document to reflect industry practice. Following consultation with the Joint Contracts Tribunal (JCT), New Engineering Contract (NEC) and the construction industry as a whole, the CIC therefore published the much anticipated second edition of the BIM Protocol on 10 April 2018.

What are the key changes in the second edition?

The changes in the second edition of the protocol reflect current practices and meet industry demands while making the protocol more flexible and easier to use.

For example, the second edition is very closely aligned with PAS 1192-2 (the specification for Level 2 BIM). Rather than just referring to models, the protocol now includes obligations in relation to the sharing of all information as part of a common data environment process. The terminology has also been changed to be more consistent with PAS 1192-2.
In addition, the protocol now includes additional optional provisions in relation to security, a topical issue, to reflect PAS 1192-5.

A collaborative process to resolve inconsistencies in relation to information has also been added. Co-ordination meetings are to be attended under the protocol, and if one party becomes aware of an inconsistency it is to inform the other party.

The updated protocol no longer includes a statement that the project team member does not warrant the integrity of information provided, which reflected concerns regarding the reliability of models. The second edition instead focusses on the key reason for this concern, which is incompatibility between software used to produce and access information. This underlines the importance of the approach to the exchange of information being carefully considered and agreed at the outset of a project.

There is also more flexibility in the protocol as it ‘piggy backs’ on the underlying contract in a number of areas. This includes, for example, the standard required when producing information and the intellectual property position. This approach and the new editable appendices will make incorporating and completing the protocol a more straightforward task.

In addition, while the second edition still seeks to achieve the intention of creating a minimum set of consistent obligations across the project team, it does so without overriding the agreed contractual position. The provisions which take precedence over the underlying agreement are now limited to the obligations in relation to BIM and the appendices to the protocol.

Finally, in addition to a standard ‘enabling clause’ to incorporate the protocol, the protocol includes a suggested approach to using the protocol with the JCT suite and refers to guidance on using the protocol with NEC4 contracts (see: LNB News 16/04/2018 48), which will also promote ease of use of the protocol.

**What do you think will be the impact of the second edition?**

Despite recent industry progress, there is often a disconnect between the project teams’ approach to BIM and the contractual position. There is also often ambiguity as to the contractual approach to BIM. The recently published Winfield-Rock report highlighted these concerns.

The second edition has been very positively received and it is hoped that the new protocol—which is more flexible, easier to use and reflects the industry approach to BIM—will help provide additional clarity in relation to the contractual approach to BIM.

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*The views expressed by our Legal Analysis interviewees are not necessarily those of the proprietor.*