



buildingSMART International

Chapter Membership Agreement

- (1) **BUILDINGSMART INTERNATIONAL LIMITED**
- (2)

Dated:

Agreement version 6.4

Approved by: Richard Petrie, Chief Executive

buildingSMART International Ltd.
Head Office:
Registered Office:
Trademarks:
Website:

Registered in England and Wales company no. 5024694
Kings House, Station Road, Kings Langley, Hertfordshire, WD4 8LZ, UK
9 Quay Court, Colliers Lane, Stow-cum-Quy, Cambridge CB25 9AU, UK
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www.buildingsmart.org

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Agreement between (1) **BuildingSMART International Limited** of 9 Quy Court, Colliers Lane, Stow-cum-Quy, Cambridge CB25 9AU, UK with registered company number 5024694 (“**bSI**”) and

(2)

of

with registered company number

(“**Chapter**”) concerning (*select one*):

Full Chapter Membership

OR

Developing Chapter Membership

of BuildingSMART International Limited.

This Agreement must be read in conjunction with the Bye-Laws (“**Bye-Laws**”) Articles of Association (“**Articles**”) of bSI, together the “**Governing Documents**”. This Agreement together with the Governing Documents set out the terms of the contract between the Chapter and bSI, detailing the Chapter’s rights and obligations. Capitalised words not defined in this Agreement shall have the meaning given to them in the Bye-Laws.

BACKGROUND

- A. bSI is the worldwide authority leading and promoting transformation of the built asset economy through the creation and adoption of open, international digital data standards. The organization is an open, neutral and international not-for-profit industry standards organization.
- B. bSI is a Company Limited by Guarantee registered at Companies House and subject to English company laws. It is a membership organisation and is governed in accordance with its Articles and ultimately owned and controlled by its Chapters who have the right to participate in the governance of the Company.
- C. bSI operating and membership model is designed to increase the level of activity internationally and within Chapters’ territories and will require a partnership based on closer alignment between bSI and the Chapters in order to be successful. This Agreement provides the basis for this closer alignment.
- D. _____ is currently _____

IT IS AGREED:

1. CHAPTER MEMBERSHIP

1.1. bSI has different tiers of membership including:

- a) Chapters – divided into (i) Full Chapters (who are also the members for the purposes of the UK Companies Act 2006); and (ii) Developing Chapters
- b) Organisational Members – divided into (i) Standard Members; (ii) Multinational Members; and (iii) Strategic Members.

Details of the rights and responsibilities of each are set out in this Agreement and the Governing Documents. This Agreement applies to Chapter Membership only.

- 1.2. Chapters are territorial membership organizations principally concerned with the localized implementation of open BIM within a country or designated territory.
- 1.3. Membership is expected to be a two-way process between bSI and the Chapter. Chapters benefit from the collective activities of other members nationally, regionally and internationally. Chapters are therefore expected to play an active role, not only in identifying issues, but also in the development and promotion of solutions and bSI Standards.
- 1.4. bSI is a not-for-profit organization and highly dependent on volunteers. Membership Fees are expected to cover core overhead and leadership roles, but do not include funds to set up and run projects. Projects are developed and funded by Chapters themselves or by obtaining external funding.
- 1.5. The guidance document ‘Roles Framework for bSI and Chapters’ in Annex 1 sets out the complementary nature of the roles of Chapters and the broad expectation of how they operate and work with the bSI organisation as a whole.

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2. RIGHTS AND RESPONSIBILITIES

2.1. The Chapter Membership classes and the associated participation rights are summarised in the table below:

Chapter Status	Chapter Rights		
	International Council	Standards Committee	Rooms
	Votes	Votes	Steering Committee
Full	1	2	
Developing		1	

2.2. The role of the Chapter is to take a lead in influencing the industry and/or governmental strategy for the use of open BIM within their territory for the benefit of the built asset sector as a whole. They are expected to have or to cultivate user engagement across the built asset sector value chain and to provide services that respond to the current needs of users.

2.3. Chapters are represented in bSI's programs collectively through Chapter voting rights and nominated Chapter Representatives as further detailed in the Bye-Laws.

2.4. Chapters are expected to identify standards or compliance requirements and to participate actively in bSI's international programs to deliver those standards or compliance requirements as well as organizing a minimum number of volunteer and semi-volunteer participants to play an active role in international projects and activities.

2.5. Full Chapters

- c) Full Chapters are voting Members of the International Council, which is the body of Full Chapters of bSI and meets annually in accordance with the Governing Documents. They have statutory rights and responsibilities under the UK Companies Act 2006 as the Members of bSI.
- d) Full Chapters are also entitled to two representatives/votes within the Standards Committee: one of these votes should be cast to represent the technical views within the Chapter and the other to represent user views within the Chapter.
- e) Full Chapters may propose and vote on candidates for the Board.

2.6. Developing Chapters

- a) Developing Chapters are not Members of the bSI Company. They are permitted to send observers to the International Council Meeting but are not permitted to vote at the International Council Meeting. They are permitted one vote on the Standards Committee.
- b) All Developing Chapters are expected to aspire to become Full Chapters. In order to assist new Developing Chapters in the early stages of formation Developing Chapter status enables the Developing Chapter to participate in bSI's work and the development of the standards without the obligations and responsibilities of Full Chapter status. Developing Chapter status is normally only available for a maximum of three years after which the Developing Chapter is expected to have transitioned into Full Chapter status.
- c) The Board shall admit Developing Chapters as Full Chapters at its sole discretion when satisfied that the Developing Chapter has met the relevant criteria to be a Full Chapter and has prepared a written submission to the Board.

3. CHAPTER COMMITMENTS

3.1. The Chapter agrees (and acknowledges that it is a continuing condition of membership that the Chapter shall):

- a) operate in accordance with and be bound by the Governing Documents and once a Full Chapter in its position as a limited liability guarantor;
- b) establish an open, neutral and not-for-profit organization as the Chapter of bSI in the designated territory;
- c) acknowledge bSI's leadership role within the buildingSMART international community;
- d) adopt and follow the policies and decisions of the International Council and the Board in relation

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to its activities as a member of bSI;

- e) work co-operatively with bSI and Chapters in other territories;
- f) pay the appropriate annual Membership Fee as set out in the Bye-Laws;
- g) acknowledge bSI's right to review the performance and leadership of the Chapter in connection with its bSI activities from time to time and ultimately to expel the Chapter if it is in serious breach of either local fiduciary responsibilities or the spirit and goals of bSI or of its responsibilities pursuant to membership in accordance with the Governing Documents;
- h) use reasonable efforts to identify persons to assume the positions listed in the 'Participation Requirements' in Annex 2 and as updated by the Board from time to time; and
- i) comply with the published processes and policies of bSI including without limitation:
 - a. Brand Policy
 - b. buildingSMART Process; and
 - c. such other rules and policies as are properly made by bSI, International Council, Management Executive or properly constituted committees.

4. INTELLECTUAL PROPERTY

- 4.1. The Chapter agrees and acknowledges that bSI is an open community, where knowledge and contributions are shared in order to benefit members and the wider public. As such, the Chapter agrees that any and all contributions it makes available to bSI for distribution within (all or part of) the bSI Community shall, in turn, be made available to the bSI community, and/or otherwise, in accordance with this Clause 4.
- 4.2. The Chapter hereby grants bSI a non-exclusive, royalty-free, perpetual, irrevocable, sub-licensable, transferrable and worldwide licence to use any and all (without limitation) materials, know-how, expertise, information, data, tools, schema, applications, software (including all source code) and any other content (including all intellectual property protecting the same) contributed by the Chapter to bSI [for distribution within (all or part of) the bSI community], and to perform all acts that would otherwise infringe the same, in connection with the bSI community and otherwise in the course of bSI's business (as carried on from time to time). Such licence shall be granted without any payment or other consideration, contingent or otherwise, whether now or in the future, to the Chapter.
- 4.3. All rights in the bSI names and logos, and all other bSI intellectual property, shall remain with bSI. The Chapter's use of the same is permitted strictly in accordance with Bye-Law 11 of the Bye-Laws.

5. DATA PROTECTION AND CONFIDENTIALITY

Data Protection

- 5.1. Where bSI processes personal data, it does so in accordance with Applicable Data Protection Law (as defined in Annex 3) and the bSI Privacy Policy, which is available on the bSI website.
- 5.2. The Chapter shall comply with Applicable Data Protection Law and not perform its obligations under this Agreement in such a way as to cause bSI to breach any of its obligations under Applicable Data Protection Law.
- 5.3. Where this Agreement involves the transfer of personal data between the Chapter and bSI, or vice versa, the provisions of Annex 3 shall apply.

Confidentiality

- 5.4. The Chapter 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 Chapter'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.
- 5.5. The Chapter 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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6. PAYMENT TERMS

- 6.1. Membership runs on an annual basis from January to December. The annual membership fee for Chapter Membership shall be decided by the International Council each year and will be applicable following notice of the updated membership fee to the Chapter Member.
- 6.2. If the Chapter Member joins part way through a year they will pay membership fees proportionate to the number of full months remaining of that calendar year. Subsequent membership fees will be invoiced in January.
- 6.3. As at the date of this Agreement, the current membership fees for Chapter Members are as follows:
 - a) Full Chapter Membership fees are set at €20,000 (twenty thousand euros);
 - b) Developing Chapter Membership fees are set at €10,000 (ten thousand euros),in each case the "**Membership Fee**".
- 6.4. The parties agree that the Chapter Membership shall automatically renew annually under the terms of this Agreement on payment of the Membership Fee by the Chapter within 30 days of the renewal falling due.
- 6.5. The Membership Fee is non-refundable and Chapter Membership is non-transferable.

7. TERMINATION OF CHAPTER MEMBERSHIP

- 7.1. In respect of a Full Chapter, this Agreement will remain in effect until either party gives formal notice in accordance with the provisions of the Governing Documents. For the avoidance of doubt, if a Full Chapter breaches the terms of this Agreement the Board may commence the procedures set out in the Governing Documents to terminate the Full Chapter's membership of the bSI. Termination of this Agreement for any reason shall be without prejudice to the accrued rights and liabilities of the parties on the date of termination.
- 7.2. If a Developing Chapter breaches the terms of this agreement or otherwise fails to meet the expectations of the Board, the Board may, in accordance with the Governing Documents, take such action as it considers in its sole discretion to be appropriate in the circumstances and this includes termination of this Agreement with immediate effect and termination of Developing Chapter status.
- 7.3. Upon termination of the Chapter Membership for any reason (i) no Membership Fee (or any proportion of it) shall be returned or refunded; (ii) any outstanding Membership Fees or other charges incurred by or on behalf of the Chapter shall become immediately payable; and (iii) the Chapter shall at bSI's option return or destroy any confidential information of bSI.

8. GENERAL

- 8.1. In addition to this Agreement, the Chapter is subject to the Governing Documents of bSI in force from time to time, save as otherwise determined by the Board. If there is any conflict or inconsistency between this Agreement and the Governing Documents, the Governing Documents shall apply.
- 8.2. Each party shall keep the confidential information of the other party confidential, shall use it only for the proper performance of its duties under this Agreement and shall not without the disclosing party's written consent disclose or permit the disclosure of such confidential information.
- 8.3. This Agreement and the Governing Documents contain the entire agreement between the parties with respect to the matters provided for in this Agreement and will supersede any written instrument or oral agreement previously made or entered into by the parties. The Chapter acknowledges that it has not relied on any representation, warranty or other assurance save those set out in this Agreement.
- 8.4. This Agreement and any disputes in connection with it shall be governed by and construed in accordance with English law. The parties submit to the exclusive jurisdiction of the English courts.

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9. SIGNATURE

BUILDINGSMART CHAPTER NAME: **buildingSMART**

Designated Territory:

On behalf of

Signature

Date: _____

Name: _____

Title: _____

Signature

Date: _____

Name: _____

Title: _____

Registered address:

Postal Address (if different):

Authorized Contact:

Phone:

Email:

Authorized Contact:

Phone:

Email:

On behalf of buildingSMART International Limited

buildingSMART International Limited Signature

Date:

Name:

Title:

Authorized Contact: Richard Petrie, CEO

Phone: +44 (0) 1923 277952

Email: richard.petrie@buildingsmart.org

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Annex 1: Roles Framework for bSI and Chapters

Introduction

The demand challenge associated with the growth in use of open Building Information Management (BIM) worldwide is placing increased demand on bSI and on Chapters. There is an expectation from members, potential members and client entities that bSI and Chapters will act in a well-coordinated way and seek to leverage the benefits of the overall community.

This document is intended to provide a framework for bSI and Chapters to facilitate well-coordinated activities.

Activity and Influencing Requirements

bSI's unique value proposition has at its core three essential elements:

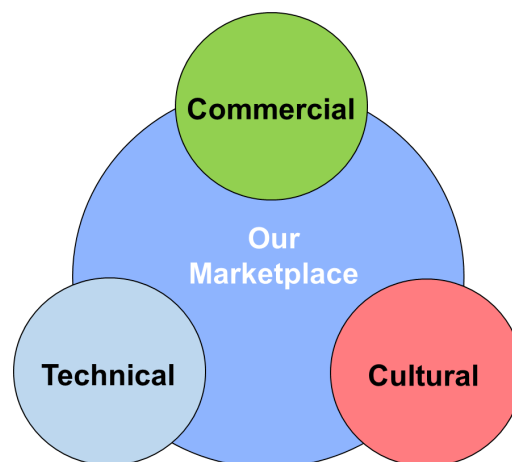
- Values of openness, neutrality and not for profit
- International reach
- Built assets industry technical expert community for data standards.

This creates a strong mandate centred on our technical expertise and track record. However with the increased demands for open BIM, the complexity of new solutions and the size of the industry we wish to impact mean that bSI must extend its activities and influence to achieve our Vision and Goals.

As well as our internal Standards and Compliance focussed activities bSI must have strong engagement activities with users and industry leaders. We need to influence, shape and assist the cultural and commercial changes needed if open BIM is to be adopted widely in our industries around the world.

bSI must provide well run core programs which sustain and maintain our technical standing and coordination. Chapters must have strong credibility with users and leaders in their territory in relation to current needs and change requirements.

The required increase in our overall sphere of influence is illustrated in the diagram below. Influencing the cultural and commercial environment is seen as largely an in-territory (therefore Chapter) activity. However bSI will have a supporting role.



In considering the roles of bSI and Chapters we also need to organise ourselves in a way which ensures Chapters have a strong mandate from their user community for serving their current needs while working on future needs with bSI.

Role of bSI:

- Develop and implement a business strategy for bSI with the objective of achieving the Vision and Goals.
- Set up a team of professional staff to lead the business growth and transformation of bSI to meet the open BIM needs of the built asset industry.
- Provide leadership and organisation for the operation of the three core programs: Standards, Compliance and User.
- Set up a Chapter Services organization and provide operational guidance for Chapters

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- Provide and maintain a web platform suitable for marketing and business development and an intranet collaborative working facility to support the Core Programs and Chapters.
- Lead and support an international marketing, communications and senior influencer engagement.
- Establish a membership framework and rules appropriate to bSI and Chapter requirements.

Chapters

Chapters are expected to support and actively participate in the core programs and to take a series of in territory initiatives. A list of potential activities is shown below.

The manner in which each Chapter responds will be determined by the specific circumstances of the Chapter's territory. It is not anticipated that there will be a uniform approach.

Leadership

- Take responsibility for a country or language area.
- Support advanced implementation of cultural, commercial and technical processes to enable benefits for the built asset economy.
- Generate support at the highest level of government, academic and business leadership.

Engagement and Deployment

- Develop and maintain a dynamic set of user forums.
- Ensure relevance of our activities and engagement with real users today, whatever their stage of open BIM expertise or implementation.
- Provide active channels to feed issues into and disseminate solutions from bSI's programs.
- Encourage and develop a positive and growing momentum to support open BIM.
- Work with other organisations who share our objectives.

Localisation

- Develop territory specific best practice guides
- Identify technical functionality requirements for today's needs and promote these within the bSI Standards and/or Compliance programs.
- ...similarly for education and training needs
- ...similarly for certification and verification needs
- Deploy within the geography new standards developed internationally and required locally, taking care to adapt such standards so that they are fit for purpose within the local industry.

Advanced Solutions & International Harmonisation

Participate as a consumer and leader in bSI's programs.

Standards Program

- To encourage appropriate technical and commercial experts and companies to commit resources into the International Standards program for the development of advanced solutions and new standards.
- To elevate from those leading technical and commercial organisations and activities such advanced open BIM needs.
- To engage the appropriate persons and national organisations such that new standards advanced to bSI for ISO or CEN receive the necessary support from the international community.

Compliance Program

- Encourage appropriate technical and commercial experts and companies to commit resources into the International Standards program for the development of compliance benchmarks and minimum requirements.

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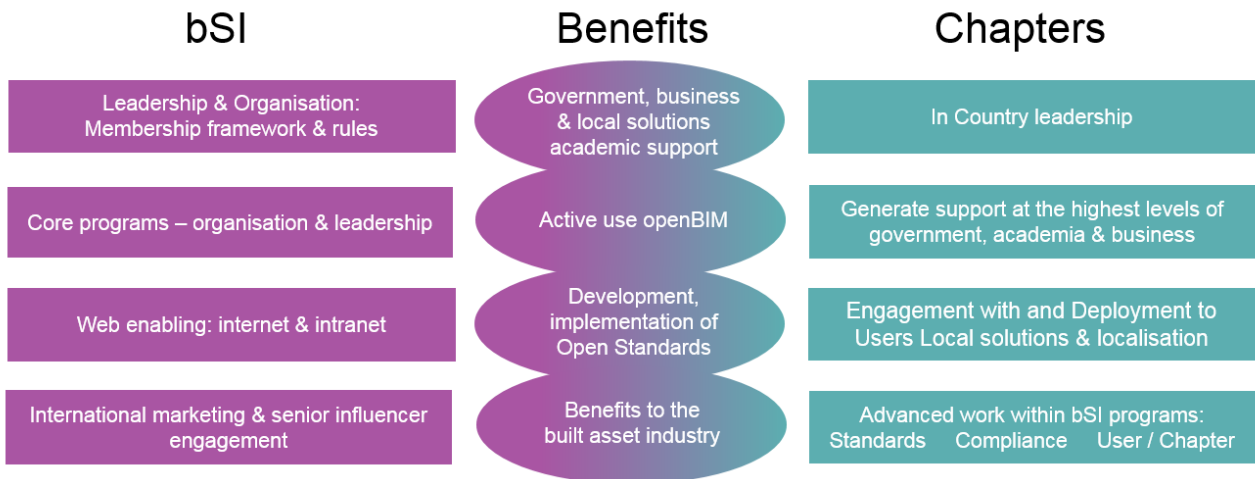
- Elevate from those leading technical and commercial organisations and activities such as advanced open BIM compliance benchmarks and minimum requirements needs.
- Respect bSI role as the assurance body for the bSI compliance program schemes and promote their use.

User / Chapter Program

- Engage in knowledge and best practice sharing covering technical, commercial and cultural change and leadership requirements.
- Participate formally in international forums for the successful development and running of bSI.

In Summary

Coordinated roles: Accelerating Benefits



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Annex 2: Chapter Role

Tables below outline role options / expectations of Chapters

In Country Leadership

Entity	Description	Developing Chapter Role	Full Chapter Role	Details
Engage industry & government	Speaking Writing Teaching	Optional	Expected Reflect country interests	Influence industry Influence academia Influence government
User Forums	Engage users Forums twice yearly	Expected Reflect country interests	Expected Reflect country interests	Industry experts Interested users Fundraising for chapter Example: BIMForum USA
In Country Solutions	Develop Best Practice Guides Reflect in country practice	Expected Reflect country interests	Expected Reflect country interests	Work with universities Work with industry associations Coordinate with bSI
In Country Compliance	Develop local compliance stds Future: compliance testing	Expected Reflect country interests	Expected Reflect country interests	In country compliance stds Future revenue to chapter Example: LEED USA

International Leadership

Entity	Description	Developing Chapter Role	Full Chapter Role	Details
International Council	bSI governing body Meets yearly	Chair, 2nd Observer status	Chair, 2nd 1 vote	Review bSI activity Approve bSI Strategy Nominate & elect Board
Board	bSI Leadership between IC meetings Meets quarterly	Not eligible	Eligible	Up to 9 members Nominated by full chapters Elected by IC
Management Executive	Support bSI CEO Meets weekly	Optional	Expected Support 1 nominee	Extend reach of CEO Support daily bSI work
Chapter Leader Forum	Virtual meeting with CEO Chapter Chairs & 2nds Meets quarterly	Chair, 2nd	Chair, 2nd	CEO briefing Chapter discussion
Chapter Services	Working level contact bSI to Chapters Meets as needed	Expected 1 representative	Expected 1 representative	Coordinate meetings Coordinate activities

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International Standards

Entity	Description	Developing Chapter Role	Full Chapter Role	Details
Standards Committee	Standards Governance Meets quarterly	Expected 1 member	Expected 2 members	Oversee standards process Direct SCE Vote to accept projects Vote to approve projects
Rooms	Broad interest groups Shared desire to improve Meets virtually & in person	Optional 1 member Reflect chapter interests	Expected 4 members minimum Rooms or Working Groups	Exchange information Identify improvements Sponsor Working Groups
Working Groups	Created by Rooms Address specific issues Meets virtually & in person	Optional 1 member Reflect chapter interests	Expected 1 member each in minimum of 4 Rooms or Working Groups	Undertake Standards projects Deliver problem solutions
Technical Room	Standards Program support Compliance Program support Meets virtually & in person	Expected 1 member	Expected 1 member	Support standards development Advise Standards Committee
Room & Working Group Steering Committees	Standards, Compliance & User Programs Meets virtually & in person	Optional 1 member Reflect chapter interests	Expected 2 members minimum Steering Committees Rooms or Working Groups	Organize discussions Identify common problems Organize projects Identify project sponsors

International Users

Entity	Description	Developing Chapter Role	Full Chapter Role	Details
International User Group	Organize User Forums In-country & international Meets virtually & in person	Optional 1 member Reflect chapter interests	Expected 1 member	Listen to users Develop problem solutions Attract new members

International Compliance

Entity	Description	Developing Chapter Role	Full Chapter Role	Details
Compliance Program Committee	Develop Compliance strategy Meets virtually & in person	Optional 1 member Reflect chapter interests	Expected 1 member	Continue software compliance Develop BIM compliance Develop people compliance

Annex 3: Data Protection

1. General

The Chapter and bSI acknowledge that the factual arrangement between them dictates the classification of each party as a data controller or data processor in respect of any personal data which are shared, transferred or passed between them, but it is envisaged that both will be data controllers. Either the Chapter or bSI may therefore be the one sending personal data “**Sender**” or receiving personal data from the other “**Recipient**”. The parties shall execute and deliver any other necessary documentation as may be required for the purposes of complying with Applicable Data Protection Law.

2. Definitions

- 2.1. “**Applicable Data Protection Law**” means any applicable laws and regulations in any relevant jurisdictions relating to privacy or the use or processing of personal data, including the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016), read in conjunction with and subject to the Data Protection Act 2018, and any consequential national data protection legislation, in each case, to the extent in force, and as such are updated, amended or replaced from time to time; and
- 2.2. “personal data”, “data controller”, “data processor”, “data subject”, “processing” (and other parts of the verb ‘to process’), “special categories of data”, “supervisory authority” and “appropriate technical and organisational measures” shall have the meaning set out in the Applicable Data Protection Law.

3. Data Protection Compliance

- 3.1. Each party shall deal promptly and in good faith with all reasonable and relevant enquiries from the other party relating to its processing of personal data in relation to this Agreement.
- 3.2. Each party shall, if it receives any complaint, notice or communication from a supervisory authority which relates to the other party's processing of personal data or a potential failure to comply with Applicable Data Protection Law, promptly forward such complaint, notice or communication to the other party and provide them with reasonable cooperation and assistance in relation to the same.
- 3.3. The parties agree that the responsibility for complying with any data subject request (in relation to any rights of data subjects or otherwise) falls to the party receiving the data subject request in respect of the personal data held by that party.
- 3.4. The parties agree to provide reasonable and prompt assistance, following a request for assistance from the other party, to enable the other party to comply with any data subject requests and to respond to any other queries or complaints from data subjects.

4. Recipient as Data Controller

- 4.1. To the extent that the Recipient acts as a data controller with respect to any personal data related to this Agreement, but not, for the avoidance of doubt, in respect of personal data that it acquires independently of the Sender, it shall, and shall procure that any processor it delegates to shall:
 - a) only process that personal data as may reasonably be required for the purpose of: (a) the performance of its duties and exercise of its rights set out in this Agreement; and (b) otherwise complying with an obligation under this Agreement or under any applicable laws;
 - b) have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the personal data to be protected;
 - c) only transfer personal data to a third party located outside the EEA (including, for the purposes of this section, a country or territory that is subject to a ‘European Commission adequacy decision’) where the Recipient has provided appropriate safeguards, and on condition that enforceable data subject rights and effective legal remedies for data subjects are available;
 - d) ensure that it has all necessary notices and consents in place to enable lawful transfer of personal data to permitted recipients (i.e. to the parties to the Agreement, their employees and any third parties engaged to perform obligations in connection with the Agreement); and
 - e) give full information to any data subject whose personal data may be processed.
- 4.2. Subject to paragraph 4.1, the Sender agrees that the Recipient may, in its capacity as a data controller, transfer Relevant Personal Data out of the EEA.