AIA® Document E201™ – 2022

BIM Exhibit for Sharing Models with Project Participants, *where Model Versions may be enumerated as a Contract Document*

This Exhibit dated the _____ day of _____ in the year _____ is incorporated into the agreement (the "Agreement") between the Parties for the following Project:
(Name and location or address of the Project)

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ARTICLE 1   GENERAL PROVISIONS

§ 1.1 This Exhibit establishes the terms and protocols governing reliance upon, and the ownership, development, uses, transmission, and sharing of, Building Information Models and other Digital Data for the Project.

§ 1.2 Definitions
§ 1.2.1 Agreement. Agreement is the agreement into which this Exhibit is incorporated.

§ 1.2.2 BIM Execution Plan. A BIM Execution Plan is a written plan detailing the development and use of, and protocols related to, Project Models and setting forth each of the Project Participants' responsibilities related thereto.

§ 1.2.3 Building Information Model or Model. A Building Information Model (BIM), or Model is a digital representation of the Project or a subset of the Project. A Model is a collection of one or more Model Portions, each of which is an assemblage of Model Elements.

§ 1.2.3.1 Model Portion or Portion. A Model Portion, or Portion, is a subset of a Model as designated in Table 2.4 of this Exhibit. The Parties may designate a Model Portion by discipline, trade, area, location, phase, or other mutually agreeable distinction.

§ 1.2.3.2 Model Author or Author. A Model Author, or Author, is the Project Participant responsible for developing a Model Portion.

§ 1.2.3.3 Model Version or Version. A Model Version, or Version, is a specific edition of a Model or Model Portion that is sufficiently identifiable as unique and unchanged as of the time it is saved by its Author.

§ 1.2.3.4 Model Element. A Model Element is a digital representation of a component, system, object, or assembly within a Model.

§ 1.2.3.5 Modeling. Modeling is the process used to create a Model.

§ 1.2.3.6 Non-Graphic Information. Non-Graphic Information is any information other than the physical geometry associated with, or attached to, a Model Element. Examples of Non-Graphic Information include equipment or product manufacturer, maintenance schedule, cost per square foot, tonnage of HVAC, etc.

§ 1.2.4 Confidential Digital Data. Unless otherwise stated in the Agreement, Confidential Digital Data is Digital Data containing confidential or business proprietary information that the transmitting party designates as "confidential."

§ 1.2.5 Contract Document. The term Contract Document shall have the same meaning as in the agreement between the owner and contractor for the construction of the Project.

§ 1.2.6 Digital Data. Digital Data is information created or stored for the Project in digital form.

§ 1.2.7 Level of Development. The Level of Development (LOD) establishes the minimum dimensional, spatial, quantitative, and qualitative aspects of a Model Element, and the degree to which Project Participants may rely upon the Model Element when developed to that level in the Model. The Levels of Development are described in Article 4.

§ 1.2.8 Party and Parties. Party and Parties are the signing parties to the Agreement.

§ 1.2.9 Project Participant. A Project Participant is the owner of, and any entity or individual providing services or work on, the Project.

§ 1.3 The Parties agree to incorporate this Exhibit, executed as of the day and year first written above, into their agreements with any other Project Participants that may develop or use Digital Data on the Project. A Party may require any Project Participant to confirm that it has incorporated this Exhibit into its agreement for the Project.

§ 1.3.1 The Parties agree that each Project Participant developing or utilizing Digital Data on the Project is an intended third-party beneficiary of the Section 1.3 obligation to incorporate this Exhibit into agreements with other Project Participants and, therefore, is entitled to assert any rights and defenses associated with that obligation. This Exhibit shall not be construed to create a contractual relationship of any kind between Project Participants who are not otherwise in contractual privity, nor does it create any third-party beneficiary rights other than those expressly identified in this Section 1.3.1.

ARTICLE 2   MODEL USES, SHARING, AND RELIANCE
§ 2.1 General. Project Participants may share, use, and rely upon a Model or Model Portion only to the extent set forth in Articles 2 and 3.

§ 2.2 Model Uses
§ 2.2.1 The Project Participants shall develop Models on the Project for the following uses:
(Check all of the boxes for Model Uses that may apply on the Project and describe the selected uses.)

☐   **§ 2.2.1.1 Planning** *(Examples include programming, site analysis, energy analysis, scheduling, cost and quantity estimating, and documentation of existing conditions)*:

☐   **§ 2.2.1.2 Design** *(Examples include design authoring, design review, 3D coordination, structural analysis, lighting analysis, energy analysis, site utilization, and engineering analysis)*:

☐   **§ 2.2.1.3 Construction Management** *(Examples include preconstruction activities, scheduling, cost estimating, value engineering, and constructability)*:

☐ **§ 2.2.1.4 Construction** *(Examples include construction system design, procurement, fabrication, 3D control and planning, and record modeling)*:

☐ **§ 2.2.1.5 Post Construction** *(Examples include building system maintenance, building system analysis, asset management, space management and tracking, disaster planning, and record modeling)*:

☐ **§ 2.2.1.6 Other:**

§ 2.2.2 No Model Portion shall be relied upon for a use not listed or described in Section 2.2.1 above.

§ 2.3 Model Sharing. The Parties agree to implement the Sharing Tier ("Tier") designated in Table 2.4 for each Model Portion. The Tiers referenced in Table 2.4 are defined in Sections 2.3.1 through 2.3.3.

§ 2.3.1 Tier One – Limited Authorized Sharing: A Model Portion designated as Tier One may be shared by its Author with other Project Participants. However, unless otherwise authorized in writing by the Model Author, any Project Participant's use of, or reliance upon, a Model Portion designated as Tier One shall be at the Project Participant's sole risk. The Parties agree that no Version of a Model Portion designated as Tier One shall be enumerated as a Contract Document.

§ 2.3.2 Tier Two – Prescriptive Sharing with All Project Participants: Subject to the reliance and authorization provisions of Section 2.5, the Parties agree that a Model Portion designated as Tier Two may be shared among all Project Participants. The Parties agree that no Version of a Model Portion designated as Tier Two shall be enumerated as a Contract Document.

§ 2.3.3 Tier Three – Prescriptive Sharing with All Project Participants and Enumeration as a Contract Document: Subject to the reliance and authorization provisions of Section 2.5, the Parties agree that Model Portions designated as Tier Three may be shared among all Project Participants. The Parties agree that a Version of a Model Portion designated as Tier Three may be enumerated as a Contract Document.

§ 2.4 Sharing Tier Table. The Parties agree to the following Sharing Tiers for the Model Portions designated in the table below.

Model Portion	Model Author	Sharing Tier		
		Tier One	Tier Two	Tier Three
(List each Model Portion, designated by discipline, trade, area, location, phase, or other description)	*(List the Model Author for each Model Portion)*	*(Designate a single Sharing Tier for each Model Portion)*		

§ 2.4.1 Default Sharing Protocols
§ 2.4.1.1 The Parties agree that any portion of a Model not included in Table 2.4, or any Model Portion that is not designated with a Sharing Tier, shall be Tier One.

§ 2.4.1.2 The Parties agree that there shall be no reliance on a Portion until a Version is issued pursuant to Section 2.5. The Parties further agree that, prior to the development of a BIM Execution Plan, the Sharing Tier for any Model Portion shall be Tier One.

§ 2.4.2 Changing or Replacing a Model Version
§ 2.4.2.1 Versions of Tier One, Two, and Three Model Portions Not Enumerated as Contract Documents. Only a single Version of a Model Portion may be authorized for reliance. Model Authors may update their Model Portions by issuing an updated Version pursuant to Section 2.5.

§ 2.4.2.2 Versions of Tier Three Model Portions That May be Enumerated as Contract Documents. Only a single Version of a Tier Three Model Portion may be enumerated as a Contract Document. The Project Participants shall determine in the BIM Execution Plan how a Model Version enumerated as a Contract Document will be identified. A Model Version enumerated as a Contract Document shall only be changed or replaced through the modification process set forth in the agreement between the owner and contractor for the construction of the Project.

§ 2.5 Model Reliance
§ 2.5.1 A Project Participant may only rely on Models, Model Portions, and Model Elements as indicated in this Section 2.5. The Parties agree that the extent of their reliance on any Model Version shall be limited to the uses identified in Section 2.2 and in accordance with the BIM Execution Plan, which shall identify authorized reliance on Model Elements. Any reliance on a Model Version not in accordance with this Exhibit and the BIM Execution Plan shall be at the Project Participant's sole risk.

§ 2.5.2 Issuing Model Versions. The Project Participants shall establish in the BIM Execution Plan the form or method that the Author(s) shall use to identify a Version of its Portion at the time of issuance, whether issued at a Designated Delivery Milestone as set forth in Section 2.5.3 or as an Interim Deliverable as set forth in Section 2.5.4.

§ 2.5.3 Reliance on Model Versions at Designated Delivery Milestones. The Project Participants shall set forth Designated Delivery Milestones in the BIM Execution Plan for Model Versions, either through a Model Element Table or another method. For each Designated Delivery Milestone the Project Participants will indicate the authorized reliance for each Model Element at that Designated Delivery Milestone, through the use of LOD designations or some other method. Each Author shall identify the Designated Delivery Milestone for which their Version is being issued. Project Participants shall rely on a Model Version issued at a Designated Delivery Milestone only to the extent of the authorized reliance identified in the BIM Execution Plan for that Designated Delivery Milestone.

§ 2.5.4 Reliance on Model Versions at Interim Deliverables. The Parties may agree in writing to permit Interim Deliverables not identified in the BIM Execution Plan for Model Versions. Each Author shall describe the extent of authorized reliance on its Interim Deliverable. Project Participants shall rely on a Model Version issued as an Interim Deliverable only to the extent authorized by the Model Author.

§ 2.6 Model Coordination. If Project Participants discover or become aware of any discrepancies, inconsistencies, errors, or omissions in any Model Version, they shall promptly report the discrepancy, inconsistency, error, or omission in writing to the Author and the Architect.

ARTICLE 3   BIM EXECUTION PLAN
§ 3.1 The Parties agree that a BIM Execution Plan is required for the Project and further agree to adhere to the BIM Execution Plan. Unless otherwise stated below, the Architect shall be responsible for preparing and updating the BIM Execution Plan in collaboration with the other Project Participants.
(Identify the Project Participant who will be responsible for preparing and updating the BIM Execution Plan, if other than the Architect. If different Project Participants will be responsible for updating the BIM Execution Plan at different Project milestones, then so state.)

§ 3.2 The following BIM Execution Plan shall be used for the Project:
(Select one.)

☐   AIA Document G203™-2022 BIM Execution Plan, with G204™–2022 Model Element Table

☐   AIA Document G203™-2022 BIM Execution Plan, with a custom model element table

☐   Other, in accordance with Section 3.2.1 below:
(Identify and describe the BIM Execution Plan and model element table, if applicable, to be used.)

§ 3.2.1 If the Parties select Other in Section 3.2, then, at a minimum, the BIM Execution Plan shall contain the information set forth in this Section 3.2.1:

    .1   BIM-specific information, including a detailed schedule for Model development, and a list of relevant Project Participants' contact information and discipline;

    .2   Designated Delivery Milestones;

    .3   Software requirements and file exchange protocols, including software version(s) to be used for Modeling, updating policies, if any, tools to be used for collaboration or file sharing, and frequency for file sharing;

    .4   Data storage, backup, and security measures in addition to those set forth in this Exhibit;

    .5   Modeling protocols, including project coordinates, Model data subdivisions, common data fields, phasing, sheets, design options, non-modeled elements, and file naming conventions and standards;

    .6   Model management protocols including (1) defining roles, responsibilities, and collaboration and execution processes, (2) identifying meeting types and frequency, and (3) indicating quality control measures, including checks for interference, standards, and Model integrity;

    .7   Designation of the LOD of Model Elements, which can be accomplished by using a completed Model Element table;

    .8   Authorization forms for Model reliance;

    .9   Identification of Models; and

    .10   Other:
        (Include other mandatory items to be included in the BIM Execution Plan.)

§ 3.3 The Project Participant identified in Section 3.1 as responsible for preparing the BIM Execution Plan shall prepare and submit the BIM Execution Plan to the other Project Participants as soon as practicable after the date of this Exhibit and when new Project Participants are added to the Project.

§ 3.4 Upon receipt of the BIM Execution Plan, all Project Participants shall promptly review the BIM Execution Plan for the purpose of (1) providing notice of any objections thereto to the Project Participant responsible for preparing the BIM Execution Plan and (2) providing notice as set forth in Section 3.6.

§ 3.5 If a Party believes that protocols established in the BIM Execution Plan will result in a change in the Party's scope of work or services warranting an adjustment in compensation, contract sum, schedule, or contract time, the Party shall notify the other Party. Failure to provide notice as required in Section 3.6 shall result in a Party's waiver of any claims for adjustments in compensation, contract sum, schedule, or contract time as a result of the established protocols.

§ 3.5.1 Upon such notice, the Parties shall discuss and negotiate revisions to the protocols or discuss and negotiate any adjustment in compensation, contract sum, schedule, or contract time in accordance with the terms of the Agreement.

§ 3.6 Notice required under Sections 3.4 and 3.5 shall be provided within thirty days of receipt of the BIM Execution Plan, unless otherwise indicated below:
(If the Parties require a notice period other than thirty days from receipt of the BIM Execution Plan, indicate the notice period below.)

§ 3.7 The Project Participants may agree to update the BIM Execution Plan as appropriate, including when new Project Participants are added to the Project. Updates shall be prepared in accordance with the process outlined in this Article 3.

§ 3.8 The Parties agree that Model Element Levels of Development set forth in the BIM Execution Plan for Project Milestone Deliverables shall be consistent with the Model Uses identified in Section 2.2.

ARTICLE 4 LEVELS OF DEVELOPMENT
§ 4.1 Level of Development Descriptions. The LOD descriptions included in Section 4.2 through Section 4.6 below shall be used in the BIM Execution Plan to identify the minimum required characteristics for each Model Element at progressively developed levels. Other Project Participants may only rely on a Model Element consistent with the minimum required characteristics for the designated LOD.

§ 4.1.1 Non-Graphic Information. Non-Graphic Information may be attached to a Model Element. If Non-Graphic Information has a different degree of reliance than the Model Element to which it is attached, then the Model Author shall indicate the difference in the Model Element Table or elsewhere in the BIM Execution Plan.

§ 4.2 LOD 100. The Model Element may be graphically represented in the Model with a symbol or other generic representation, but does not satisfy the requirements for LOD 200. Information related to the Model Element (e.g., cost per square foot, tonnage of HVAC, etc.) can be derived from other Model Elements.

§ 4.3 LOD 200. The Model Element is generically and graphically represented within the Model with approximate quantity, size, shape, location, and orientation.

§ 4.4 LOD 300. The Model Element, as designed, is graphically represented within the Model such that its quantity, size, shape, location, and orientation can be measured.

§ 4.4.1 LOD 350. The Model Element, as designed, is graphically represented within the Model such that its quantity, size, shape, location, orientation, and interfaces with adjacent or dependent Model Elements can be measured.

§ 4.5 LOD 400. The Model Element is graphically represented within the Model with detail sufficient for fabrication, assembly, and installation.

§ 4.6 LOD 500. The Model Element is a graphic representation of an existing or as-constructed condition developed through a combination of observation, field verification, or interpolation. The level of accuracy shall be noted or attached to the Model Element.

ARTICLE 5 NON-BIM DIGITAL DATA
§ 5.1 For the creation, storage, management, archiving, and sharing of Digital Data other than Models, the Project Participants will each use their own protocols, except as noted below or as set forth in Article 6:
(If the Parties intend to follow joint protocols for the creation, storage, management, archiving, and sharing of Digital Data other than Models, then describe those joint protocols below.)

§ 5.1.1 If the Project Participants follow joint protocols for the creation, storage, management, archiving, and sharing of Digital Data as identified in Section 5.1, then the Project Participant responsible for Model management shall also compile an archive of Digital Data other than Models at the end of each Designated Delivery Milestone and shall preserve it without alteration. Each Project Participant shall be provided with an archive of all common Project data to which they had access during the Project at the conclusion of the Project or when they are no longer performing work or services related to the Project, whichever is earlier.

ARTICLE 6 OWNERSHIP, SHARING, AND SECURITY OF DIGITAL DATA
§ 6.1 Where a provision in this Article 6 conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in the Agreement shall prevail.

§ 6.2 The transmission of Digital Data constitutes a warranty by the Party transmitting Digital Data to the Party receiving Digital Data that the transmitting Party is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data for its use on the Project.

§ 6.3 If a Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Party receiving such Confidential Digital Data that the transmitting Party is authorized to transmit

the Confidential Digital Data. If a Party receives Confidential Digital Data, the receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 6.3.1.

§ 6.3.1 The receiving Party may disclose Confidential Digital Data after seven (7) days' notice to the transmitting Party, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The receiving Party may also disclose Confidential Digital Data to its employees, consultants, sureties, subcontractors, and their employees, sub-subcontractors and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 6.4 By transmitting Digital Data, the transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to designing, constructing, using, maintaining, altering, and adding to the Project consistent with the terms of this Exhibit, and nothing contained in this Exhibit conveys any other right to use the Digital Data.

§ 6.5 The Project Participant responsible for Model management shall compile an archive of all Models at the end of each Designated Delivery Milestone and shall preserve them without alteration. Each Project Participant shall be provided with an archive of all common BIM Project data to which they had access during the Project at the conclusion of the Project or when they are no longer performing work or services related to the Project, whichever is earlier.

§ 6.6 Data Security. The Parties agree to the following data security measures:
(Identify data security measures appropriate for the Project.)

§ 6.7 Except as otherwise stated in this Exhibit, the provisions of this Article 6 shall survive the termination of the Agreement.

ARTICLE 7   INSURANCE FOR BIM AND DIGITAL DATA RISKS
§ 7.1 In addition to those insurance requirements set forth in the Agreement, all Project Participants developing or using Models or Digital Data shall purchase and maintain the following insurance coverages:
(List below any insurance coverage to be provided by all, or certain, Project Participants developing or using Models or Digital Data.)

Coverage	**Limits**

ARTICLE 8   OTHER TERMS AND CONDITIONS
§ 8.1 Other terms and conditions that modify this Exhibit, if any, are as follows:

§ 8.2 This Exhibit is comprised of the following documents:

> **.1**   AIA Document E201™-2022 BIM Exhibit for Sharing Models with Project Participants, Where Model Versions May be Enumerated as a Contract Document;
> **.2**   Other documents, if any, listed below: