



buildingSMART International

Organisational Membership Agreement

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

Dated:

Agreement version 11

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-Quay, Cambridge CB25 9AU, UK
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www.buildingsmart.org

buildingSMART International

Agreement between (1) _____

(“**Organisational Member**”) and (2) **buildingSMART International Limited** of 9 Quay Court, Colliers Lane, Stow-cum-Quay, Cambridge CB25 9AU, UK with registered company number 5024694 (“**bSI**”) concerning (*select one*):

Standard Membership OR **Multinational Membership** OR **Strategic Membership**

of buildingSMART International Limited.

This Agreement must be read in conjunction with the Bye-Laws (“**Bye-Laws**”) and Memorandum & 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 Organisational Member and bSI, detailing the Organisational Member’s rights and obligations. It is therefore in your interests to read it carefully. Capitalised words not defined in this Agreement shall have the meaning given to them in the Governing Documents. Please refer to the Chief Executive or Directors if you have any questions.

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 organisation is an open, neutral and international not-for-profit industry standards organisation.
- 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. Organisational Membership of bSI is open to governmental bodies, institutes, commercial and non-commercial entities worldwide.
- D. Organisational Members are not members of bSI for the purpose of English company laws and as such do not have statutory rights and responsibilities under the UK Company Act 2006.

IT IS AGREED:

1. ORGANISATIONAL 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 Organisational Membership only.

1.2. bSI is a not-for-profit organisation and is therefore reliant on its members to set up and run independent projects. Projects are therefore co-developed with the Chapters and the Organisational Members.

2. RIGHTS AND RESPONSIBILITIES

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

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Member Category	Member Benefits			
	Memberships		Standards Committee	Rooms
	SAC	Chapters	Votes	Steering Committee
Strategic		5	2	
International		5	1	
Standard		1	1	

2.2. Standard Membership

- Standard Membership is the normal class of membership for corporate entities wishing to play an active role in the development of standards and solutions for users of open Building Information Management (BIM).
- Member rights within our Standards Program are described in the Standards Program Process document.
- Standard Members have (i) full voting membership rights on the Standards Committee with each Standard Member having 1 (one) vote; and (ii) membership rights in one Chapter.
- Membership is required for those parties wishing to take an active role in the development of solutions to user or technical requirements. Standard Members will have voting rights in the Standards Committee.

2.3. Multinational Membership

- Multinational Membership is designed for corporate entities of all types who are active in multiple countries and want to participate in Chapter activities in a number of countries as well as our Standards Program.
- Multinational Members have (i) full voting membership rights on the Standards Committee with each Multinational Member having 1 (one) vote; and (ii) membership rights in up to 5 (five) Chapters.
- These rights do not include those rights which are considered to follow from local event or project sponsorship. Such sponsorship is welcomed separately.

2.4. Strategic Membership

- Strategic Membership is the most senior form of organisational membership. It is intended for leading multinational enterprises who believe that full implementation and adoption of open BIM is strategically important to the built asset industry and to their own enterprise and wish to play a strategic role in driving forward its implementation. Strategic Members are expected to actively participate in Programs and Chapters.
- Strategic Members have (i) full voting membership rights on the Standards Committee with each Strategic Member having 2 (two) votes; and (ii) membership rights in up to 5 (five) Chapters.
- Representatives from entities with Strategic Membership form the Strategic Advisory Council and have an advisory role in shaping bSI's strategy and helping to determine priorities and focus. This includes advising the Board of bSI on strategy, standards and compliance programs, managing bSI's position in the industry, gaining engagement for standards development and deployment, and on the international bSI Chapter strategy.
- Strategic Members or their representatives are also entitled to participate in Solutions and Standards Program Room's steering committees.

3. ORGANISATIONAL MEMBER COMMITMENTS

All Organisational Members

- The Organisational Member agrees (and acknowledges that it is a continuing condition of membership) that the Organisational Member shall:

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- a) participate in an environment where parties who share bSI's goals and ambitions for open BIM can join together for the co-development and implementation of International Standards and compliance regimes;
- b) play an active role not only in identifying issues but also in the development of solutions; and
- c) pay the appropriate annual Membership Fee as set out in Clause 6; and
- d) comply with the published processes and policies of bSI including without limitation:
 - i. Brand Policy
 - ii. buildingSMART Process; and
 - iii. such other rules and policies as are properly made by the Board, International Council, Management Executive or properly constituted committees.

Additional responsibilities of Strategic Members

- 3.2. If the Organisational Member has Strategic Membership, it also agrees (and acknowledges that it is a continuing condition of membership that it shall):
- a) actively participate in its role on the Strategic Advisory Council, including attending Strategic Advisory Council meetings;
 - b) advise the International Council when invited to do so by the Board;
 - c) assist in the recruitment of new bSI members; and
 - d) lead and provide secretariat support for at least one Working Group on a subject of material current interest.

4. INTELLECTUAL PROPERTY

- 4.1. The Organisational Member 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 Organisational Member agrees that any and all contributions it makes available to bSI shall, in turn, be made available to the bSI community, and/or otherwise, in accordance with this Clause 4.
- 4.2. The Organisational Member 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) made available by the Organisational Member to bSI, 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 Organisational Member.
- 4.3. All rights in the bSI names and logos, and all other bSI intellectual property, shall remain with bSI. The Organisational Member'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 the Annex) and the bSI Privacy Policy, which is available at www.buildingsmart.org/about/policies and currently called Data Protection Policy GDPR. If you have specific questions related to the processing of personal data, please email the Data Protection Officer at contact@buildingsmart.org.
- 5.2. The Organisational Member 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 Organisational Member and bSI, or vice versa, the provisions of the Annex shall apply.

Confidentiality

- 5.4. The Organisational Member shall keep any confidential information of bSI confidential and only

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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 Organisational Member'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 Organisational Member 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.

6. PAYMENT TERMS

- 6.1. Membership runs on an annual basis from January to December. The annual membership fee for Organisational Membership shall be decided by the Management Executive of bSI each year and will be applicable following notice of the updated membership fee to the Organisational Member.
- 6.2. If the Organisational 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 Organisational Members are as follows:
- a) Standard Membership fees are set at €15,000 (fifteen thousand euros) per annum for companies with more than 250 staff and €8,000 (eight thousand euros) per annum for others;
 - b) Multinational Membership fees are set at €40,000 (forty thousand euros) per annum for companies with more than 250 staff and €20,000 (twenty thousand euros) per annum for others;
 - c) Strategic Membership fees are set at €100,000 (one hundred thousand euros) per annum
- in each case the "**Membership Fee**".
- 6.4. The parties agree that the Organisational Membership (whether Standard, Multinational or Strategic as specified above) shall automatically renew annually under the terms of this Agreement on payment of the Membership Fee by the Organisational Member within 30 days of the renewal falling due.
- 6.5. The Membership Fee is non-refundable and Organisational Membership is non-transferable.

7. TERMINATION OF ORGANISATIONAL MEMBERSHIP

- 7.1. This Agreement will remain in effect until either party gives formal notice in accordance with the provisions of the Governing Documents. 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. Upon termination of the Organisational 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 Organisation shall become immediately payable; and (iii) the Organisational Member shall at bSI's option return or destroy any confidential information of bSI.

8. GENERAL

- 8.1. In addition to this Agreement, the Organisational Member is subject to the Governing Documents of bSI in force from time to time. 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 Organisational Member 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

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Note: Certain Chapters require that Strategic Members also enter into separate specific agreements with the relevant Chapter.

Authorised Contact Person: _____

Phone: _____

Email: _____

Postal address: _____

EU VAT Registration number (if applicable) _____

Annex: Data Protection

1. General

The Organisational Member 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 Organisational Member 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.