



Llywodraeth Cymru
Welsh Government

WEP Strategic Partnering Framework

Building Information Modelling Market Engagement Paper

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INTRODUCTORY NOTE TO THE CONSULTATION EXERCISE ON BUILDING INFORMATION MODELLING ("BIM")

1. Engagement

The market is invited to provide comment upon the BIM proposals to be adopted on MIM Projects in the education sector. In particular in relation to the following:

- Principles of BIM strategy;
- Approach to PA BIM Protocol;
- Performance measures;
- Scope of requirement;
- Frequency of Common Data Environment updates post completion; and
- Information Manager(s) role / appointment.

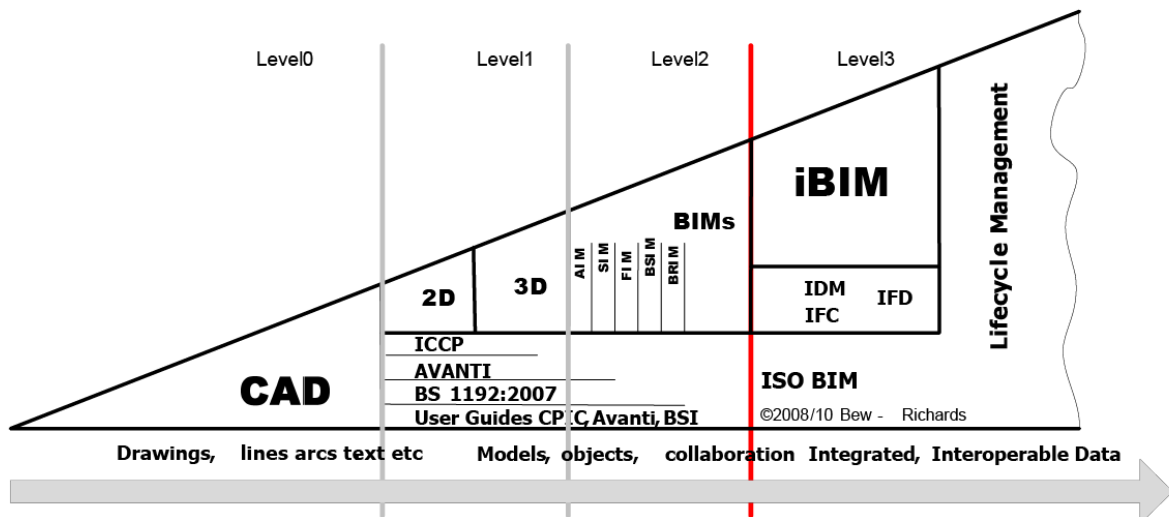
2. Level 2 BIM delivery in Wales

2.1 Recognising the efficiencies and benefits which can be derived from the adoption of Building Information Modelling ("BIM"), Welsh Government ("WG") is actively seeking to derive benefits via the adoption of Level 2 BIM in the WEP Strategic Partnering Framework. The creation of a digital information management process across the WEP SPF will maintain consistency in delivery and encourage a level of collaborative working, throughout the project term and into the beneficial use of assets. This paper primarily deals with the BIM strategy on MIM Projects in the education sector, delivered through the WEP Strategic Partnering Framework. It is envisaged that a similar approach will also be taken in respect of design and build projects delivered through the WEP Strategic Partnering Framework.

2.2 WG supports the delivery of Level 2 BIM maturity as the standard. Level 2 maturity is defined by the BSI as:

'a series of domain and collaborative federated models. The models, consisting of both 3D geometrical and non-graphical data, are prepared by different parties during the project life-cycle within the context of a common data environment. Using proprietary information exchanges between various systems, project participants will have the means necessary to provide defined and validated outputs via digital transactions in a structured and reusable form.'

Figure 1 The UK BIM Maturity Model (Government Construction Client Group, 2011)



2.3 WG will utilise the supporting tools, standards, best practice and guidance available publicly in its standards to be set out in the Employer's Information Requirements in order to support its BIM Level 2 Strategy, including:

- PAS 1192-2: 2013 - Specification for information management for the capital/delivery phase of construction projects using Building Information Modelling; in time anticipated to be superseded by ISO 19650-1: 2018
- PAS 1192-3: 2014 - Specification for information management for the operational phase of assets using Building Information Modelling; in time anticipated to be superseded by ISO 19650-2: 2018
- BS1192-4: 2014 - Collaborative Production of Architectural, Engineering and Construction Information Part 4 – Client information requirements (COBie)
- PAS 1192-5:2015 - Specification for security-minded building information management, digital built environments and smart asset management
- PAS 1192-6:2018 - Specification for collaborative sharing and use of structured Health and Safety information using BIM Soft Landings and BS8536
- ISO 19650-1: 2018 - Organization and digitization of information about buildings and civil engineering works, including building information modelling (BIM) - Information management using building information modelling - Part 1: Concepts and principles
- ISO 19650-2: 2018 - Organization and digitization of information about buildings and civil engineering works, including building information modelling (BIM) - Information management using building information modelling - Part 2: Delivery phase of the assets
- BS 1192: 2007 + A2: 2016 Collaborative production of architectural, engineering and construction information – Code of practice
- BS 8536-1: 2015 Briefing for design and construction – Part 1: Code of practice for facilities management (Buildings infrastructure)
- BS 8536-2: 2016 Briefing for design and construction – Part 2: Code of practice for asset management (Linear and geographical infrastructure)
- BS 8541-1: 2012 Library objects for architecture, engineering and construction. Identification and classification - code of practice
- BS 8541-2: 2011 Library objects for architecture, engineering and construction. Recommended 2d symbols of building elements for use in building information modelling

Consideration will be given to whether any derogation is required to reflect arrangements under the WEP Strategic Partnering Framework.

3. Principle Objectives for and Components of BIM Strategy

3.1 WG's principle objectives in its strategy for BIM adoption on MIM Projects procured under the WEP Strategic Partnering Framework are:

- the creation of appropriate and accurate asset registers for projects procured under the WEP Strategic Partnering Framework;
- the efficient management of programme and project data on a day to day basis;
- the smooth transition from design and construction through to commissioning, and operation of each Facility;
- to support WG's aspirations to achieve betterment in:
 - capital and whole life cost of built assets via efficiency driven reduction;

- sustainable delivery;
- project delivery timescales; and
- to provide access to appropriately up to date information on buildings to Authorities at all times during the Project Term, at handback of responsibility for building maintenance (on termination or at the end of the Project Term).

3.2 WG is seeking to achieve these objectives through the key components of its strategy noted below.

- **Utilisation of a standard template WEP Strategic Partnering Framework PA BIM Protocol**, with enhancements to a baseline Responsibility Matrix, Information Particulars, and Security Minded Provisions on a project specific basis.
- **Utilisation of a Common Data Environment (CDE) for each project** which is:
 - secure (compliant with the security standards of the UK GCloud Framework)
 - structured (information being categorised and labelled with the naming of files to be consistent and in line with BS 1192: 2007 to aid efficient file search, retrieval and validation);
 - with managed access (the approval process should be rigorous and transparent);
 - the IT maturity should allow for a secure transfer of potentially large data-sets; and
 - annual Information Exchange following the Actual Completion Date.
- **Creation of Component-based models** which:
 - are interoperable 3D models available for analysis using complimentary software; and
 - meet requirements of the Employers Information Requirements.
- **Structured Information Exchange (asset and non-asset related information)**, including appropriate use of the Information Manager role and adoption of COBie implementation, where appropriate.

Figure 2 sets out the broad structure of both the PA BIM Protocol in Schedule 30 of the Project Agreement (and the Subcontractors BIM Protocol).

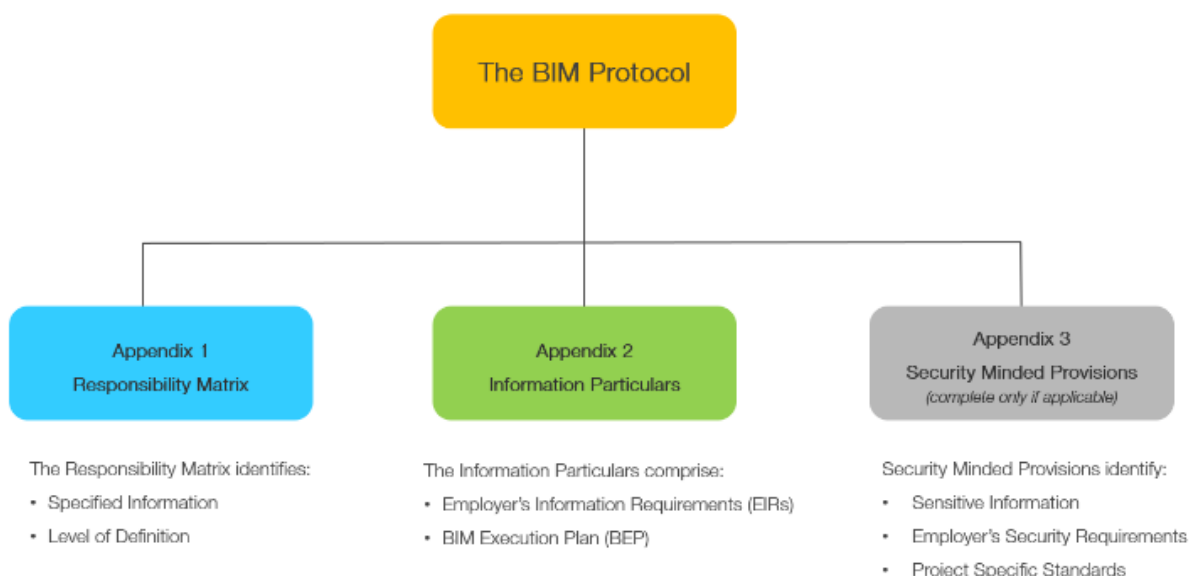
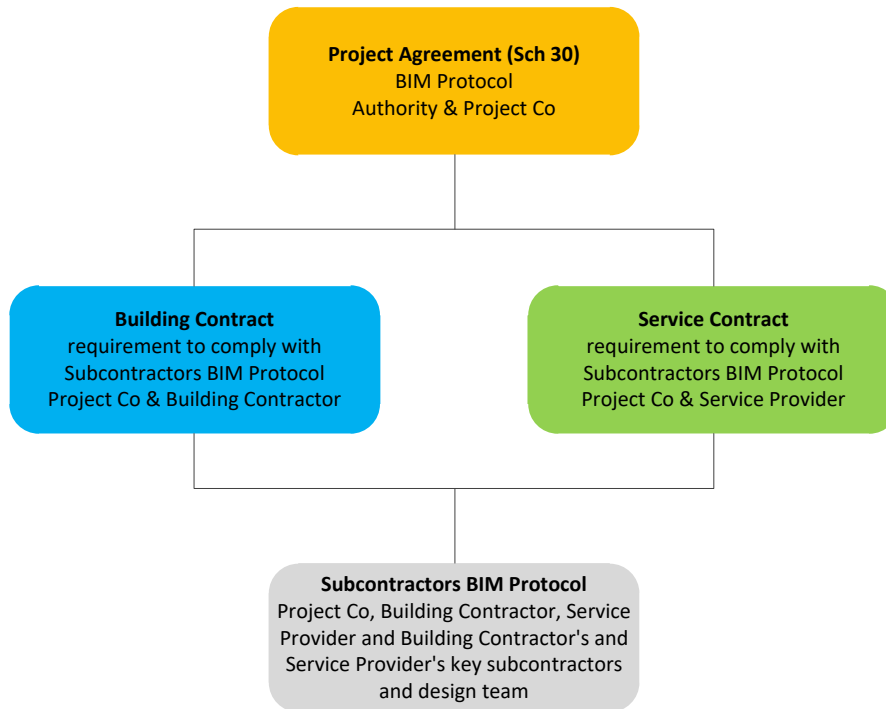


Figure 3 below shows the proposed two tiered approach to incorporation of BIM commitments as between Project Co and the Authority and, Project Co and the key sub-contractors and design team.



3.3 In respect of capitably funded projects to be delivered under the WEP Strategic Partnering Framework, a similar approach is anticipated, albeit in an appropriately simplified form.

3.4 WG is also considering the extent to which Level 2 BIM delivery will apply to WEPCo in respect of project development under the WEP Strategic Partnering Agreement.

4. BIM Protocol Obligations Under the Project Agreement

4.1 The more detailed contractual provisions under the PA BIM Protocol will address the following:

- Project Co will be required to ensure that the Other Team Members enter into the Subcontractors BIM Protocol with it, appropriately stepping down the terms of the PA BIM Protocol.
- Project Co shall be required to exercise the level of skill and care required of it under Clause 12.3 (*Design Responsibility*) of the Project Agreement in performing its obligations under the PA BIM Protocol.
- Project Co shall comply with the Appendices to the PA BIM Protocol in respect of all models and the CDE.
- Project Co will be required to make sure all materials and models that the Authority may require in connection with handback pursuant to Schedule 18 of the Project Agreement (*Handback Procedure*) or on termination are provided to the Authority at such times as it may reasonably require.
- Project Co shall be responsible for the establishment and management of policies, processes and the security procedures, as shall be set out in the Security Minded Provisions.
- Project Co shall comply with the Security Minded Provisions and shall procure that all Other Team Members comply with the Security Minded Provisions and do not cause or contribute to breach of the Security Minded Provisions by the Authority.

- Any design or other data provided by the Authority in connection with the PA BIM Protocol is to be treated as Disclosed Data under the terms of the Project Agreement and no warranty is provided by the Authority.
- Project Co will be required to warrant the integrity of any data it provides to the Authority pursuant to the PA BIM Protocol. However, Project Co will not be responsible for any corruption, modification or amendment after such information has been delivered and signed off by the Authority's Information Manager as meeting the requirements of the PA BIM Protocol.
- The provisions of Clause 56 (*Intellectual Property*) of the Project Agreement shall generally apply to all material, models and Design Data to be delivered pursuant to the PA BIM Protocol. The Authority shall require non-exclusive licences in respect of the material and any proprietary work for the Approved Purposes. However, the Authority shall only be entitled to amend or modify material or models to the extent provided for in the EIRs, which shall include on termination of the Project Agreement or key sub-contracts (including the Construction Contract and Service Contract).
- Project Co's compliance with its obligations under the PA BIM Protocol will not be a defence to satisfaction of any of its other obligations under the Project Agreement.
- There will also be provisions relating to the appointment of the Information Manger(s) and their roles and responsibilities. (Where Project Co appoints its own information manager, it shall be entirely responsible for the acts or omissions of that information manager.)
- Project Co will be required to attend and procure that Other Team Members attend meetings with the Authority's Information Manager.

5. Common Data Environment

- 5.1 The CDE will provide 'a managed' data environment. This will include an area where Project Co provides data drops for the Authority pursuant to its obligations under the PA BIM Protocol. Other Team Members will not be able to edit documents in this area. Other areas of the CDE will be set up to facilitate collaboration amongst the Other Team Members.
- 5.2 As between Project Co and the Authority, Project Co has sole responsibility for hosting, managing, maintaining, and ensuring secure access is provided to the CDE platform.
- 5.3 WEPCo/Project Co must consider the CDE platform to be used during the development phase of a project to ensure that model is created and maintained in the native software for the duration of the project. This will enable any updates to be made where new software is developed, and existing software becomes redundant. These updates to the model will remain the responsibility of Project Co.
- 5.4 It is anticipated that Project Co will wish to employ a Contractor and a Service Provider that are proficient in BIM and therefore able to make any necessary updates in order to be able to satisfy Project Co's obligations to the Authority for the duration of the project.

6. Scope of Requirement

- 6.1 Level 2 BIM delivery is not simply about the development and construction of projects but will link to the operation of assets and the utilisation of asset data by Project Co and the Service Provider. Prior to the Actual Completion Date the interim COBie exchange, 3D model and as built outputs will be provided by Project Co to the Authority's Representative. Further, ongoing utilisation and updates to this information including the 3D model is anticipated during the Operational Term by Project Co and its Service Provider.
- 6.2 Project Co will be expected to employ a Service Provider with a sufficient level of competent resource to update and maintain the 3D model (Asset Model) to capture the ongoing 'in use' maintenance and performance implications.
- 6.3 Data Drops will be required under the Project Agreement in relation to:
- Medium Value Changes and High Value Changes

- Delivery of "as built" and Operational Manuals
- Reviewable Design Data and the Review Procedure generally
- Handback

6.4 The Information Particulars will deal with the timing and specific requirements of other model and material deliveries and updates.

6.5 It should be recognised that BIM is not considered to be a 'bolt on' design requirement but should be considered through each stage of the project lifecycle to ensure that the design development, construction and post completion maintenance and operation is co-ordinated.

7. Anticipated Roles and Responsibilities

7.1 A key driver in the successful adoption of a Level 2 BIM philosophy is the commitment of all parties to meet their respective obligations and responsibilities. In the context of the WEP Strategic Partnering Framework, ultimate responsibility to the Authority for all matters under the PA BIM Protocol will rest with Project Co. Project Co's responsibility for delivery of BIM 'outputs' in accordance with the BIM Protocol will need to be taken into account by WEPCo in the development of Projects under the SPA.

7.2 Key roles and responsibilities within the WEP SPF are expected broadly to be to be:

- **Welsh Government**
 - Responsible for the development of a WEP Strategic Partnering specific BIM strategy which confirms the principles of adoption and the basis of the development of the Information Particulars
 - Translation of that final strategy into updates to
 - the Strategic Partnering Agreement
 - the Template MIM Education Project Agreement (including the template PA BIM Protocol)
 - the Template Education Design and Build Agreement
 - Development of baseline Information Particulars
- **WEPCo**
 - Commitment to meeting Level 2 BIM delivery through:
 - Acceptance of development of projects consistent with the requirements of the template PA BIM Protocol
 - Acceptance of baseline Information Particulars (annexed to the PA BIM Protocol)
 - Working with Participants under the SPA in the development of project specific Information Particulars
 - Demonstration of supply chain competence via procurement which considers the CPIx BIM Assessment
 - Commitment to training of supply chain in Level 2 BIM competencies
- **Project Co**
 - Demonstrate supply chain competence via procurement which considers the CPIx BIM Assessment

- Responsible for the Common Data Environment
- Confirm and manage supply chain in design, construction and operation compliance with project specific Information Particulars and responsible to the Authority under the PA BIM Protocol for all of the responsibilities of the Contractor and Service Provider noted below
- **Authorities (Local Authority with input from schools as required / FE College)**
 - Liaise with WEP Co to provide bespoke project information to generate the project specific Information Particulars
 - Consider purposes for which asset data and information can be collected
 - Appoint an Information Manager to facilitate the Information Exchange and liaise with Project Co on information management
- **Contractor**
 - Demonstrate competence in line with the CPIx BIM Assessment
 - Prepare a BIM Execution Plan ("BEP") in response to the Employers Information Requirements taking into account the Service Provider's input
 - Deliver services in line with the BEP throughout the course of the project
 - Utilise Revit as primary authoring software
 - Provide interim and final COBie data exchanges to the Service Provider
 - Provide the Project Information Model to Service Provider at RIBA Stage 6
 - Delivery of training to supply chain to ensure upskilling and continual development of BIM expertise
 - Participate in Soft Landings evaluation
- **Service Provider**
 - Develop a proportionate Asset Information Requirement based on the Authority's requirements
 - Input into BIM Execution Plan
 - Review and comment upon COBie data exchange
 - Accept final COBie data exchange at status S07 (Suitable for Asset Information Model Authorisation)
 - Incorporate COBie and asset data into CAFM system
 - Accept handover of the Project Information Model at RIBA Stage 6
 - Provide competent resources to update and maintain the 3D Model to represent an ongoing record of the asset
 - Participate in Soft Landings evaluation
 - Ensure any soft asset and facilities management activities are capable of being integrated into an updated model based on the Authority's requirements

8. What role will BIM play in procurement?

Given the importance of Level 2 BIM delivery to WG all bidders seeking to become the Private Sector Delivery Partner will be expected to confirm their commitment to the delivery of a Level 2 BIM strategy across the MIM programme. (Future selection of supply chain members to deliver projects under the Strategic Partnering Agreement will, by necessity, require WEPCo to consider BIM competence.)

9. How will BIM adoption be measured?

Key Performance Indicators

- 9.1 It is acknowledged that there is a scarcity of data in relation to efficiencies delivered via the Level 2 BIM Agenda, however WG is seeking to measure the success, or otherwise, of BIM adoption via a series of Key Performance Indicators (KPIs).
- 9.2 Perceived benefits of BIM implementation in relation to design and construction can be considered in terms of cost, programme and sustainability, all of which will be captured via KPIs. Cost considerations will consider capital and whole life costing.
- 9.3 In order to advance the Level 2 BIM Agenda and ensure all parties are capable of realising the benefits there will be a requirement to ensure adequate training and upskilling is provided. The anticipated KPIs would be:

Key area of performance to be reviewed	KPI	KPI Measurement	How measured	Target
BIM	Supply Chain Training provided by organisations active in the WEP Strategic Partnering Framework	The number of hours training provided in relation to Level 2 BIM adoption	<i>How measured:</i> Total number of training hours delivered to supply chain members per project <i>By Whom:</i> WEP Co or Project Co <i>Frequency:</i> Annual review	Minimum of one-hour training to each supply chain member working on a project
BIM	End User Training provided by organisations active in the WEP Strategic Partnering Framework	The number of hours training provided in relation to Level 2 BIM adoption	<i>How measured:</i> Total number of training hours delivered to end user stakeholders <i>By Whom:</i> WEP Co <i>Frequency:</i> Annual review	Minimum of one-hour training made available to each Participant submitting a new project request under the SPA.

Gateway Review

- 9.4 The effectiveness of BIM delivery is best captured via the formal Information Exchange process where information sharing experiences can be captured and lessons learned, this will be achieved via the utilisation of Plain Language Questions, developed in concert with the relevant Authority.
- 9.5 Where Information Exchanges are completed in parallel with a Gateway Review it will be a requirement of the Gateway Review that a satisfactory Plain Language Question response is provided, and the Information Exchange is compliant with the EIRs. Issues of non-compliance and non-satisfactory responses could give rise to withholding of Gateway acceptance and delay to the project programme.

Completion Requirements

- 9.6 It is anticipated that an interim COBie exchange will need to take place prior to Actual Completion. The provision of a satisfactory final COBie exchange will be subject to performance standard requirements, linked to the complexity of the scheme asset requirement. Requirements are anticipated to be:

Type of project	Completion requirement	Post completion requirement
Primary School	Interim COBie (or other agreed asset data) exchange, reviewed and agreed with Service Provider 3D Model As built outputs generated from 3D Model	Final COBie (or other agreed asset data) exchange, reviewed and agreed with Service Provider – within 6 weeks of completion
Secondary School	Interim COBie exchange, reviewed and agreed with Service Provider 3D Model As built outputs generated from 3D Model	Final COBie (or other agreed asset data) exchange, reviewed and agreed with Service Provider – within 8 - 12 weeks of completion (depending on project complexity)
FE College	Interim COBie exchange, reviewed and agreed with Service Provider 3D Model As built outputs generated from 3D Model	Final COBie (or other agreed asset data) exchange, reviewed and agreed with Service Provider – within 8 - 12 weeks of completion (depending on project complexity)

- 9.7 The timescales noted above recognises the 'lag' between the ICT Handover Date (and the provision of as Operational and Maintenance Manuals (O&Ms)) and the final COBie exchange. This 'lag' allows time for Project Co/ the Contractor to obtain input from the Service Provider. The ICT Handover Requirements and Payment Commencement Requirements set out in Schedule 10 (*Outline Commissioning Requirements*) of the Template MIM Education Project Agreement however will not to be affected by this post-completion commissioning activity.

- 9.8 The Soft Services Training Plan shall include training in relation to Level 2 BIM adoption.

Performance Standards

- 9.9 The performance standards set out in Appendix 1 are being developed for inclusion in the Template MIM Education Project Agreement Service Level Specification, with deductions applying for failures in performance.

Appendix 1

	Performance Standard	Performance Requirement	Service Priority Category	Response Period	Rectification Period	Monitoring Frequency	Monitoring Method (s)	Definition of Failure	of Remedial Period Remedy	/
	Building Information Management									
PSxx	BIM	Provision of a satisfactory final COBie exchange with all information provided and completed within required timescales.	High	None	None	By agreed date following the Actual Completion Date	3, 5, 6	Failure to provide the completed information required		
PSxx	BIM	ProjectCo shall ensure that the Interim COBie (or other agreed asset data) exchange, 3D Model and as-built outputs generated from 3D Model are maintained and updated following a High Value Change or a Medium Value Change	High	None	None	By agreed date following a Medium Value Change or High Value Change	3, 5, 6	Failure to provide the completed information required.		
PSxxx	BIM	Project Co to deliver an annual update of the asset data and 3D model incorporating any works having been undertaken	High	None	None	Annually following the Actual Completion Date	3, 5, 6	Failure to provide the completed information required		

Appendix 2

Glossary of Terms

"Actual Completion Date"	has the meaning given to that term in the Template MIM Education Project Agreement.
"Approved Purposes"	has the meaning given to that term in the Template MIM Education Project Agreement.
"Asset Information Model"	means data and information to support an organisation's asset management, which may relate to a single asset or an asset portfolio. Consists of graphical data, non-graphical data and documents. The product of the published part of the CDE.
"Asset Information Requirements"	means an organisation's data and information requirements in relation to a particular asset which form part of the EIRs.
"Authority"	means the relevant Participant party to a Project Agreement for a New Project.
"Authority's Representative"	has the meaning given to that term in the Template MIM Education Project Agreement.
"BIM"	has the meaning given in paragraph 2.1 of this Engagement Paper.
"BIM Execution Plan" ("BEP")	means the plan prepared in response to the EIRs by the suppliers of an asset, to explain how the information modelling aspects of the asset will be carried out.
"Common Data Environment" ("CDE")	means the single source of information for any project used to collect, manage and disseminate all files, documents and data for multidisciplinary teams in a managed process.
"Construction Contract"	has the meaning given to that term in the in the Template MIM Education Project Agreement.
"Contractor"	has the meaning given to that term in the in the Template MIM Education Project Agreement.
"Construction Operations Building Information Exchange" ("COBie")	means the structured asset information for the commissioning, operation and maintenance of an asset used to supply data to the organisation to populate decision-making tools and asset management systems (e.g. CAFM systems).
"Design Data"	has the meaning given to that term in the Template MIM Education Project Agreement.
"Disclosed Data"	has the meaning given to that term in the Template MIM Education Project Agreement.
"Employer's Information Requirements" ("EIRs")	means the document setting out the Authority's information requirements.
"Facility"	has the meaning given to that term in the Template MIM

	Education Project Agreement.
"FE College"	means a further education college in Wales.
"High Value Change"	has the meaning given to that term in the Template MIM Education Project Agreement.
"ICT Handover Date"	has the meaning given to that term in the Template MIM Education Project Agreement.
"ICT Handover Requirements"	has the meaning given to that term in the Template MIM Education Project Agreement.
"Information Exchange"	means the submission of data that is extracted from the evolving building information model and submitted to the client as a key milestone. This is to ensure that projects are properly validated and controlled as they develop.
"Information Manager"	means the person responsible to the Authority for checking the accuracy and integrity of information delivered to the Authority is in accordance with requirements of the PA BIM Protocol.
"Information Particulars"	means the BIM Execution Plan and Employer's Information Requirements. Together these two documents form Appendix 2 of the PA BIM Protocol. A set of 'generic' baseline particulars will be developed by WG for the purpose of the MIM framework. Specific requirements will then be developed using this base on a project specific basis.
"Key Performance Indicator" ("KPI")	has the meaning given to that term in the SPA.
"Medium Value Change"	has the meaning given to that term in the Template MIM Education Project Agreement.
"MIM"	means the Welsh Government's Mutual Investment Model.
"MIM Project"	means projects for the delivery of new facilities and project services under the terms of the SPA.
"New Project"	has the meaning given to it in the SPA.
"Operational Term"	has the meaning given to that term in the Template MIM Education Project Agreement.
"Other Team Members"	means the parties to the Subcontractors BIM Protocol with the exception of Project Co.
"PA BIM Protocol"	means Schedule 30 of the Template MIM Education Project Agreement.
"Participant"	means the public sector counterparties to the SPA with WEPCo.
"Payment Commencement Requirements"	has the meaning given to that term in the in the Template MIM Education Project Agreement.
"Plain Language Questions"	means questions asked of the project delivery team by the Employer to inform decision making at key stages of an asset

	life cycle of project.
"Project Agreement"	has the meaning given to it in the SPA.
"Project Co"	means the counterparty that enters into the Project Agreement with the relevant Participant on a MIM Project.
"Project Co's Proposals"	has the meaning given to that term in the in the Template MIM Education Project Agreement.
"Private Sector Delivery Partner" ("PSDP")	means the Private Sector Delivery Partner to be procured by WG in respect of the WEP Strategic Partnering Framework.
"Project Information Model"	means a co-ordinated information model developed during the design, production and construction phase of a Facility, consisting of documentation, non-graphical information and graphical information defining the delivered asset.
"Responsibility Matrix"	the Responsibility Matrix forms Appendix 1 to the PA BIM Protocol.
"Reviewable Design Data"	has the meaning given to that term in the Template MIM Education Project Agreement.
"Review Procedure"	means the procedure set out in Schedule 8 (<i>Review Procedure</i>) of the Template Education Design and Build Development Agreement.
"Security Minded Provisions"	means Appendix 3 to the PA BIM Protocol.
"Service Level Specification"	has the meaning given to that term in the Template MIM Education Project Agreement.
"Service Provider"	has the meaning given to that term in the Template MIM Education Project Agreement.
"Soft Landings"	means the programme for graduated handover of an asset from the design and construction team to the operation and maintenance team to allow structured familiarisation of systems and components and fine tuning of controls and other building management systems.
"Soft Services Training Plan"	means the training plan set out in Appendix C of Schedule 10 (<i>Outline Commissioning Programme</i>) of the Template MIM Education project Agreement.
"Strategic Partnering Agreement" ("SPA")	means the strategic partnering agreement entered into by WEPCo, Welsh Government and various local authorities and further education institutions pursuant to the procurement for a Private Sector Delivery Partner for the WEP Strategic Partnering Framework.
"Subcontractors BIM Protocol"	means the BIM protocol between Project Co, the Contractor, the Service Provider and relevant design team professionals and sub-contractors.
"Template Education Design and Build Development Agreement"	means the form of agreement set out in Section 2 of Schedule 7 of the SPA for use on design and build education projects.

"Template MIM Education Project Agreement"	means the form of agreement set out in Section 1 of Schedule 7 of the SPA for use on design, build, finance and maintenance projects, under MIM.
"WEP Strategic Partnering Framework" or "WEP SPF"	means the strategic partnering model involving the procurement of the long-term PSDP for the delivery of improved education and community facilities in Wales.
"WEPCo"	means the entity that is party to the Strategic Partnering Agreement charged with delivering the partnering services to the Participant under that Agreement.
"WG"	has the meaning given in paragraph 2.1 of this Engagement Paper.