

Foresight Schedule Information Rights Specification (FSIRS)

Version 0.2 Draft - Background Note and Model Specification

Background Note

For educational and informational purposes only. This document does not constitute legal advice and should be reviewed and adapted by qualified legal counsel before use.

Why we created this

The problem is very specific. Many owners and developers on major projects cannot obtain even the most basic schedule information they need to understand whether a project is genuinely on track. In some cases they cannot obtain native Primavera (.xer) files, cannot access the underlying schedule data, and cannot independently verify reported progress through site visits or digital systems.

FSIRS defines the minimum schedule information rights an owner or developer should have to understand, verify and forecast schedule performance. It is not intended to replace FIDIC, NEC, ConsensusDocs or bespoke contracts. It is a technical appendix that sits alongside them.

When to introduce it

FSIRS is most useful where a client is asking questions such as:

- How do we improve schedule governance?
- How do we get better visibility into our projects?
- Our contractors will not share native schedule files — what can we do?
- How can we independently verify reported progress?
- How do we improve confidence in schedule forecasts?
- It should be presented as a starting point for discussion, not as a rigid standard.

Common questions

Is this too prescriptive? No. It is a maturity model. The Specification is tiered, and clients may adopt only the provisions appropriate for their organization, project and supply chain.

Does this require Primavera? No. The objective is access to schedule information regardless of planning methodology or software. Primavera is simply one common example, and every platform named in the Specification is illustrative.

Does this replace BIM or digital delivery standards? No. It complements existing BIM, digital engineering and document management requirements by focusing specifically on schedule information and schedule assurance.

Does this change ownership of project information or intellectual property? No. It establishes rights of access and analysis for schedule assurance. Ownership, licensing and confidentiality remain governed by the underlying contract, and Section 9 makes this explicit.

What problem does it actually solve? It closes the gap between a contractual obligation to provide “a schedule” and an owner’s practical ability to independently understand, verify and forecast project completion using objective digital evidence.

The objective is better schedule governance, greater transparency and earlier identification of delivery risk.

How to use the tiers

The Specification is written in three adoption tiers. Tier 1 is the minimum that makes independent understanding possible at all. Tier 2 adds the digital access and evidence rights that make independent verification practical. Tier 3 adds the analytical and continuous-assurance rights associated with a mature control tower.

Tier	Name	Typical adopter
Tier 1	Foundational	First-time adopters, existing contracts being amended, smaller or single-asset programs
Tier 2	Verified	Owners running an active assurance function or a program of repeat builds
Tier 3	Predictive	Portfolio owners operating a control tower with analytics and continuous evidence capture

A client adopting Tier 1 only is still substantially better positioned than one relying on PDF reporting. Tiers are cumulative: Tier 2 assumes Tier 1, and Tier 3 assumes both.

FSIRS also gives drafting-ready expression to the eleven contractual rights described in *The Time Control Tower*. The mapping appears at Appendix A.

Foresight Schedule Information Rights Specification

Version 0.2 Draft · Published by Foresight Works · A model contractual appendix

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Purpose

This Specification establishes the minimum schedule information, digital access, verification and analytical rights that an Owner, Developer, Investor, Lender or other Authorized Party is entitled to receive throughout the lifecycle of a capital project.

It is intended to complement, not replace, FIDIC, NEC, ConsensusDocs or bespoke construction contracts, and it is drafted to be incorporated as a numbered appendix or schedule to those forms.

It is software-neutral. Every platform, file format and technique named in this Specification is illustrative of a class of capability, not a mandated product.

Definitions

For the purposes of this Specification:

Term	Definition
Owner	The party procuring the Works, together with any Authorized Party acting on its behalf
Authorized Party	An investor, lender, insurer, customer, independent engineer, lender's technical adviser, project management consultant, assurance provider or other party granted rights under the Contract
Contractor	Any party with a contractual obligation to plan, procure, design, construct, commission or deliver any part of the Works, including subcontractors and suppliers where their scope affects the Project Schedule
Project Schedule	The Contractor's current accepted schedule for its scope, including baseline, updates and any accepted revision
Native Format	The editable, machine-readable file format in which information is created and maintained in its source system, retaining logic, relationships, calendars, coding and metadata
Schedule-Relevant Information	Any information that materially affects the timing, sequence, duration, logic or forecast completion of the Works
Systems of Record	The source planning, project management, document management, procurement and commissioning systems in which Schedule-Relevant Information is created and maintained
Reasonable	Proportionate to the value, complexity and risk profile of the Works, and consistent with good industry practice

1. General Principles

1.1 The Project Schedule shall be the primary management tool for planning, coordinating, forecasting and controlling execution of the Works. *(Tier 1)*

1.2 The Contractor shall maintain systems, records and processes sufficient to provide complete, accurate, timely and auditable Schedule-Relevant Information throughout the Project. *(Tier 1)*

1.3 Review, comment, receipt or acceptance of schedule information by the Owner or any Authorized Party does not relieve the Contractor of any contractual responsibility, nor transfer any delivery risk to the Owner. *(Tier 1)*

1.4 The Contractor shall procure equivalent rights from its subcontractors and suppliers where their scope materially affects the Project Schedule, so that the rights in this Specification are effective through the supply chain. *(Tier 2)*

1.5 Rights under this Specification shall be exercised in a manner that does not unreasonably interfere with the execution of the Works. *(Tier 1)*

2. Schedule Information Rights

2.1 The Owner shall have continuing rights to receive the information reasonably required to understand, verify and forecast completion of the Works. *(Tier 1)*

2.2 Such information shall include, where applicable to the Contractor's scope: *(Tier 1)*

- baseline schedules, and any accepted revised baseline;
- periodic progress updates at the frequency stated in the Contract;
- schedule narratives explaining progress, variance, change and mitigation;
- recovery and acceleration schedules where required;
- milestone status against contractual and interim dates;
- critical and near-critical paths, with the basis on which near-critical is defined;
- procurement, engineering and commissioning progress affecting the schedule;
- assumptions, constraints, calendars, resourcing bases and coding structures.

2.3 Where the Contract requires it, information shall also include the register of schedule risks and the assumptions supporting each forecast completion date. *(Tier 2)*

2.4 Prior baselines and superseded updates shall be retained and made available on request. Rebaselining shall not remove performance history. *(Tier 2)*

3. Native Digital Deliverables

3.1 Where Schedule-Relevant Information exists electronically it shall be provided in its Native Format wherever reasonably practicable. *(Tier 1)*

3.2 Illustrative formats include planning files (.xer, .xml, .mpp), structured data (.xlsx, .csv, .json), model and drawing files (.ifc, .rvt, .dwg, .dgn), and associated document metadata and audit logs. Portable Document Format (.pdf) is acceptable only where no native equivalent exists. Equivalent open or proprietary formats are acceptable where they preserve the same logic, relationships and metadata. *(Tier 1)*

3.3 Static PDF reports alone shall not constitute compliance where native digital information is available. *(Tier 1)*

3.4 Native files shall be delivered without password protection, license-locked encryption or the removal of logic, calendars, coding, resource data or metadata, except where redaction is required to protect information that is genuinely confidential to a third party. Any such redaction shall be identified. *(Tier 2)*

4. Digital Access Rights

4.1 The Owner shall be provided reasonable read-only electronic access to Schedule-Relevant Information held in the Contractor's Systems of Record. *(Tier 2)*

4.2 Access may be provided by any reasonable technical means, including user interfaces, application programming interfaces, OData or equivalent query services, secure data connectors, scheduled exports, dashboards or reporting environments. The means of access shall be agreed at mobilization and recorded in the Project Information Plan. *(Tier 2)*

4.3 This applies to the Systems of Record used on the Project, whichever they are. Common examples include planning platforms such as Oracle Primavera P6, Oracle Primavera Cloud and Microsoft Project; common data environments and construction platforms such as Autodesk Construction Cloud, Autodesk Build, Autodesk Docs, Autodesk BIM Collaborate, Procore, Oracle Aconex, Bentley ProjectWise and Microsoft SharePoint; and commissioning, engineering document management and procurement systems. Equivalent digital platforms are treated identically; no product is mandated by this Specification. *(Tier 2)*

4.4 Access shall be provided in accordance with the Contractor's reasonable security, authentication and acceptable-use requirements, and the Owner shall comply with them. Security requirements shall not be used to defeat the substance of the access rights in this Section. *(Tier 2)*

4.5 Where continuous access is not reasonably practicable, the Contractor shall provide scheduled exports of the same information at an agreed frequency. *(Tier 1)*

5. Schedule Verification Rights

5.1 The Owner may independently verify reported schedule status by reasonable means. *(Tier 1)*

5.2 Such means include site inspections and progress walks, interviews with project personnel, procurement verification, supplier confirmations, factory acceptance documentation, commissioning records, and comparison of reported progress against the Systems of Record. *(Tier 1)*

5.3 Such means further include continuous reality capture, fixed and time-lapse cameras, drone surveys, 360-degree imagery, laser scanning and LiDAR, photogrammetry, model comparison against the design or construction model, and digital audits. *(Tier 3)*

5.4 Verification activity shall be coordinated with the Contractor, comply with site safety and security requirements, and be conducted so as not to unreasonably disrupt the Works. *(Tier 1)*

5.5 Verification by the Owner does not constitute acceptance of the Works or of reported progress. *(Tier 1)*

6. Evidence Rights

6.1 The Contractor shall provide reasonable access to the evidence supporting reported schedule progress. *(Tier 1)*

6.2 Where the Contract defines evidence requirements for claimed completion — such as photographic records, system records, measured quantities or inspection and test status — the Contractor shall provide that evidence with the relevant progress update. *(Tier 2)*

6.3 Where a discrepancy exists between the submitted schedule and objective project evidence, the Owner may request clarification and supporting documentation, and the Contractor shall promptly reconcile any material discrepancy. *(Tier 1)*

6.4 Where a material discrepancy is not reconciled within the period stated in the Contract, the matter shall be escalated through the agreed governance route. *(Tier 2)*

7. Analytical Rights

7.1 The Owner may analyze Schedule-Relevant Information and supporting evidence for the purposes of schedule assurance, forecasting, benchmarking, risk management and lessons learned. *(Tier 1)*

7.2 Permitted analytical techniques include statistical and probabilistic analysis, reference-class benchmarking, schedule quality assessment, independent forecasting, artificial intelligence and machine learning, computer vision, digital twins and automated progress measurement. *(Tier 1, 2, 3)*

7.3 The Contractor shall not unreasonably restrict such analysis, nor make the provision of information conditional on the Owner's agreement not to analyze it. *(Tier 1)*

7.4 The Owner may share the results of its analysis with Authorized Parties for governance, assurance and financing purposes, subject to Section 9. *(Tier 2)*

7.5 Analysis performed by or for the Owner is for the Owner's own governance. It does not constitute direction of the Works, and it does not relieve the Contractor of responsibility for its own program management and forecasts. *(Tier 1)*

8. Retention and Continuity

8.1 Schedule-Relevant Information and supporting evidence shall be retained for the period stated in the Contract and, in the absence of a stated period, until final completion plus the applicable limitation period. *(Tier 2)*

8.2 On termination, completion or replacement of the Contractor, Schedule-Relevant Information shall be exported and handed over in Native Format together with sufficient documentation for it to be interpreted and reused. *(Tier 2)*

8.3 The Owner may use retained information for portfolio benchmarking, reference-class forecasting and the improvement of future standards, subject to Section 9. *(Tier 3)*

9. Ownership, Confidentiality and Data Protection

9.1 This Specification establishes rights of access, verification and analysis. It does not transfer ownership of project information or intellectual property, which remain as provided in the Contract. (Tier 1)

9.2 The Contractor grants the Owner and its Authorized Parties a non-exclusive license to access, store, process, analyze and reproduce Schedule-Relevant Information for the purposes set out in this Specification, for the duration of those purposes. (Tier 1)

9.3 Information disclosed under this Specification remains subject to the confidentiality provisions of the Contract. Where information is shared with an Authorized Party, that party shall be bound by equivalent obligations. (Tier 1)

9.4 Commercially sensitive rate, margin and cost information is outside the scope of this Specification unless separately required by the Contract. Where such information is embedded in a native file, it may be redacted provided the redaction is identified and does not affect schedule logic or duration. (Tier 2)

9.5 Where information includes personal data, the parties shall comply with applicable data protection law. Reality capture, imagery and video shall be collected and processed in accordance with the Project's privacy notice and site signage requirements. (Tier 2)

9.6 Each party shall apply security controls appropriate to the sensitivity of the information exchanged, and shall notify the other promptly of any incident affecting Schedule-Relevant Information. (Tier 2)

10. Implementation

10.1 The parties shall agree a Project Information Plan at mobilization recording, for each right in this Specification: the information or access to be provided, the format, the frequency, the responsible person, the technical means and any agreed exclusions. (Tier 2)

10.2 The tiers adopted for the Project shall be stated in the Contract. Where no tier is stated, Tier 1 applies. (Tier 1)

10.3 Any provision of this Specification may be amended, excluded or supplemented by express agreement recorded in the Contract. (Tier 1)

10.4 Compliance with this Specification shall be reviewed at the intervals stated in the Contract and at each stage gate. (Tier 2)

11. Legal Status

11.1 This Specification is a model contractual appendix. It is drafting guidance, not legal advice.

11.2 It should be reviewed and adapted by legal counsel, and reconciled with the governing contract form, financing documents and applicable law, before incorporation into project contracts.

11.3 In the event of conflict between this Specification and the conditions of contract, the conditions of contract prevail unless the Contract states otherwise.

Appendix A. Mapping to the eleven contractual rights

The Time Control Tower identifies eleven contractual rights that make control tower governance enforceable. This Specification develops them into drafting-ready language as follows.

Contractual right	FSIRS provision
Native schedule access	3.1–3.4
Common schedule standards	2.2, 10.1
Integrated planning participation	1.4, 2.2, 10.1
Progress evidence	6.1–6.2
Site and system access	4.1–4.5, 5.1–5.4
Change notification	2.2, 2.3, 6.3
Baseline preservation	2.4, 8.1
Forecast and risk disclosure	2.3, 7.5
Data retention and permitted use	8.1–8.3, 9.1–9.2
Escalation and attendance	6.4, 10.4
Reserved rights	Definition of Authorized Party; 7.4, 9.3

Appendix B. Tier summary

Section	Tier 1 Foundational	Tier 2 Verified	Tier 3 Predictive
1. General Principles	1.1, 1.2, 1.3, 1.5	1.4	—
2. Schedule Information Rights	2.1, 2.2	2.3, 2.4	—
3. Native Digital Deliverables	3.1, 3.2, 3.3	3.4	—
4. Digital Access Rights	4.5	4.1, 4.2, 4.3, 4.4	—
5. Schedule Verification Rights	5.1, 5.2, 5.4, 5.5	—	5.3
6. Evidence Rights	6.1, 6.3	6.2, 6.4	—
7. Analytical Rights	7.1, 7.2, 7.3, 7.5	7.2, 7.4	7.2
8. Retention and Continuity	—	8.1, 8.2	8.3
9. Ownership, Confidentiality and Data Protection	9.1, 9.2, 9.3	9.4, 9.5, 9.6	—
10. Implementation	10.2, 10.3	10.1, 10.4	—

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Companion to The Time Control Tower.