

UK BIM FRAMEWORK

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Information protocols supporting the delivery phase (BS EN ISO 19650-2) and the operational phase (BS EN ISO 19650-3) of assets - Guidance

Editions (Protocols)

Aa Edition	☰ Date of release	☰ Description
Edition 1	February 2021	First release.
Edition 2	May 2021	New section 6 about Alliancing and multi-party appointments
Edition 3	November 2021	Content amendment to include requirements in respect to the ISO 19650-3 Information Protocol

This guidance should be read in conjunction with the UK BIM Framework Information Protocol Templates supporting ISO 19650-2 and ISO 19650-3 and [ISO 19650 Guidance Part 1: Concepts](#), Section 3 and Annex C.

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About this guidance document

The guidance framework supports the UK implementation of the ISO 19650 series. The content of this guidance document is contained in ISO 19650 Guidance E, which sits in the overall guidance framework as shown in figure 1:

<https://whimsical.com/guidance-structure-X1BF9Phan3rc6o1Qyrb5Bq>

Figure 1: ISO 19650 guidance framework

Abbreviations and acronyms

Refer to [🌐 Abbreviations and acronyms](#).

1.0 Introduction

An information protocol is one of the resources that supports the implementation of information management using building information modelling (BIM). Both ISO 19650-2 and ISO 19650-3 require that the appointing party [1] produces an information protocol and that it forms part of tender and appointment documents. ISO 19650-2 refers to the information protocol as the *project's information protocol* and ISO 19650-3 refers to it as the *asset information protocol*.

Although ISO 19650-2 and ISO 19650-3 address different parts of the asset life-cycle and use a different prefix for the information protocol, the purpose of it is the same; that is to set out the rights and obligations of the two parties entering into an appointment that requires the management or production of information.

ISO 19650-5 does not refer to an information protocol, however it does require that there is provision in all appointment documentation for the requirements set out in ISO 19650-5 clause 9.2. These obligations therefore do need to be considered.

The UK BIM Framework Information Protocol Templates provide examples of what could be included in an information protocol to be used when conforming to ISO 19650-2, ISO 19650-3 and ISO 19650-5 for projects and their appointments to which English law applies. They are not prescriptive but provide a useful starting point for an Information Protocol.

Neither the UK BIM Framework Information Protocol Templates nor this guidance amount to legal advice and you should ensure you always take appropriate professional advice to assist all parties to work in a way which reflects ISO 19650-2, ISO 19650-3 and ISO 19650-5 (as applicable).

[1] The client in respect of ISO 19650-2 and asset owner, asset operator or facility manager for ISO 19650-3

2.0 Production of an information protocol: principles

An information protocol should be established by the appointing party at a project level (ISO 19650-2) or an asset/portfolio management level (for ISO 19650-3). It should be included in invitation to tender information [2] and then in appointment documentation for every third party (where the third party is a separate legal entity) that will manage or produce information as part of their activities within that appointment.

The relevant ISO 19650 clauses requiring these actions are set out in Table 2:

Table 2: ISO 19650 requirements for the information protocol

Activity	19650-2 clause	19650-3 clause	Responsibility
Establish the information protocol	5.1.8	5.1.13	Appointing party
Include the information protocol in the invitation to tender or request for a service	5.2.4	5.2.5	Appointing party
Include the information protocol in lead appointed party's appointment documents	5.4.6	5.4.6	Appointing party
Include the information protocol in appointed party's appointment documents	5.4.7	5.4.7	Lead appointed party

[2] Or Request to provide a service information

3.0 Inclusion of an information protocol in appointments

As noted in the [Introduction](#), ISO19650-2 and ISO 19650-3 envisage that an information protocol is included in completed appointment documents for each lead appointed party and their appointed parties. See Figure 1 for a delivery phase example.

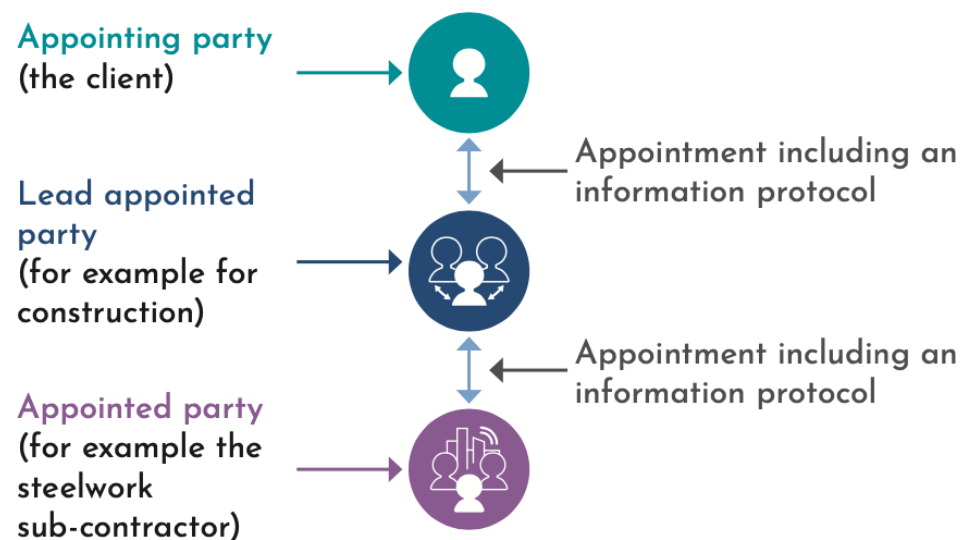


Figure 2: Simple party/appointment relationship; delivery phase example

For different and more complex appointment arrangements please refer to ISO 19650 guidance Parts 2 and 3.

The ISO 19650 series only refers to the tender package for the lead appointed party (in Figure 1, the tender package for the lead appointed party for construction). However, an information protocol will need to be included in any tender package (in Figure 1, the steelwork package) so that every party invited to submit a tender is aware of their obligations should they be appointed. Similarly, the ISO 19650 series does not specifically consider the tender or appointment of sub-parties, but they too will need to enter into an information protocol where they are managing or producing information as part of their scope of works.

4.0 Information Protocol Template incorporated Information Protocol

There are two information protocols:

- 1) the Information Protocol to support ISO 19650-2 and 2) the Information Protocol to support ISO 19650-3 the operational phase of assets.

It is important that each information protocol is used at the relevant phase only. Both Protocols include drafting linking the information management process at each phase, helping to create a “golden thread” of information management.

For either Information Protocol Template to become an appointment specific Information Protocol a number of activities are required. These activities are set out in Figure 3 and use the ISO 19650-2 Information Protocol Template as an example.

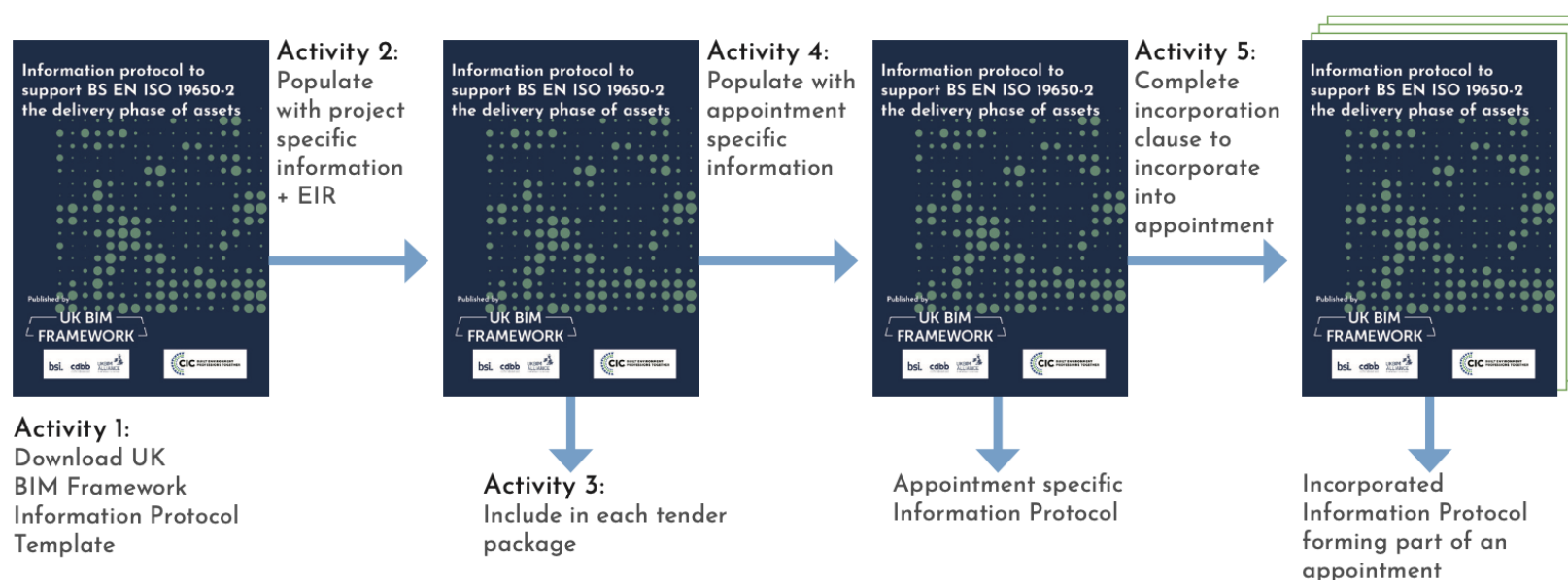


Figure 3: Activities needed to generate an incorporated information protocol

Once the Information Protocol Template has been accessed (**Activity 1**), its contents should be considered at a project level. Its Particulars should be populated with details originating with the appointor to identify project specific requirements such as the identity of the associated information standard, the information production methods and procedures and the exchange information requirements (EIR) (**Activity 2**). The Information Protocol can then be issued as part of a tender package (**Activity 3**).

During the process of confirming an appointment the Information Protocol Particulars should be completed to identify details originating with the appointee (such as the identity of the BIM Execution Plan (BEP) or task information delivery plan (TIDP)) – **Activity 4**.

For the Information Protocol to have contractual effect, an “incorporation clause” has to be included in each contract/ appointment into which it is to be incorporated. The completed protocol should also be included as part of the appointment documents (e.g. in a schedule) – **Activity 5**.

Activities 1 and 2 are carried out at a project related level. Activities 3, 4 and 5 are then carried out for every tender and appointment supporting that project as shown in Figure 3.

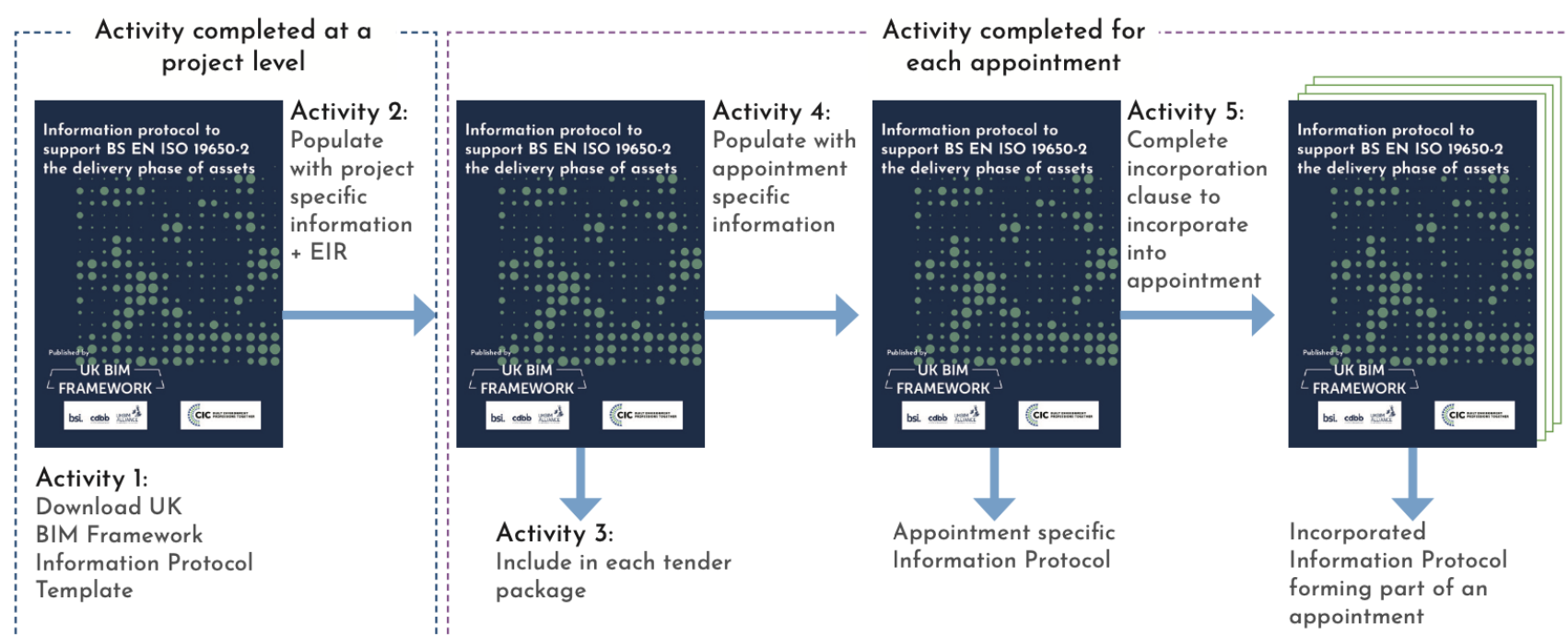


Figure 4: Activities needed to generate an incorporated information protocol at a project and appointment level

5.0 Incorporation into appointments

As noted in Activity 5, for the Information Protocol to have contractual effect, it is essential that an “incorporation clause” is included in each contract/appointment into which it is to be incorporated.

A suggested incorporation clause is as follows:

‘The [Appointor] and the [Appointee] shall:

1. *comply with their respective obligations set out in the Protocol at Appendix [X] (“Protocol”);*
2. *have the benefit of any rights granted to them in the Protocol; and*
3. *have the benefit of any limitations or exclusions of their liability contained in the Protocol.*

The parties agree that, subject to clause 1.6 of the Protocol, this Appointment shall be amended as set out in the Protocol. In the event of conflict between this Appointment and the Protocol, the parties agree that the terms of the [Appointment/ Protocol] shall take precedence.'

It is suggested that the Information Protocol should be stated to take priority over the Appointment, for the Information Protocol to have its intended effect and to create consistency across the various Appointments that will exist for any single project related activity.

A copy of the Information Protocol with the appointment specific Information Particulars completed should then be appended/annexed to the Appointment in the place referred to in the incorporation clause.

If the Information Particulars are not completed some of the obligations, rights and processes in the intended Information Protocol may not be clear or binding.

See the Glossary in the Information Protocol Template for information which may assist in completing the Information Particulars and for ISO19650 terminology used in the Information Protocol Template.

The impact of the incorporation clause on the rest of the appointment and the relationship between the Information Protocol and the rest of the appointment should be considered for each appointment entered into and legal advice sought. For example, you may need to change the scope of services/works of the delivery team to be consistent with the information management approach.

When using the Information Protocol to support ISO19650-3 the operational phase of assets, the way in which the Information Protocol is incorporated should be considered particularly carefully. For example, consideration should be given as to how the Information Protocol fits in with a long term service agreement, individual purchase orders and contracts for significant maintenance work.

6.0 Alliancing and multi-party appointments

The Information Protocol Template is drafted to be appointment-agnostic and can be used equally with all available standard forms as well as bespoke appointments. It can equally be applied to alliancing, partnering and other multi-party appointments. Readers will note that the references to obligations of Appointees (i.e. party/parties being appointed) are drafted to apply regardless of the number of Appointees with any differences in their precise roles set out in the Appointment and/or the documents comprising the Information Particulars.

Where the appointment consists of more than one Appointee or Appointor, it is suggested the following new Clause 1.8 is inserted (as applicable) to avoid any possible doubt as to the application of the Protocol to all Parties:

"1.8 For the purposes of this Protocol:

1.8.1 Clause 13.1 is amended to read "Appointee means the party (each Lead Appointed Party or appointed party and/ or parties (as applicable)) appointed by the Appointor under the Appointment as may be identified in the Information Particulars"; and

1.8.2 Clause 13.4 is amended to insert "and/or the parties (as applicable)" after "the party".

The Parties acknowledge and accept that unless the Information Particulars and/or the Appointment specify otherwise, the obligations allocated to the Appointee in this Protocol shall apply to all the Lead Appointed Parties and Appointed Parties who are appointed to the Appointment and the obligations allocated to the Appointor shall apply to all parties appointing the Appointee under the Appointment."

7.0 Key considerations

7.1 Terminology

The ISO 19650 series uses the terms "appointing party", "lead appointed party" and "appointed party". The main distinction is that the lead appointed party is the appointed party appointed by the appointing party (see Figure 2).

As noted previously, there are two Information Protocol Templates and they both use the neutral terms:

- "Appointor" to refer to the party **doing the appointing** for each contract/appointment, and
- "Appointee" to refer to the party **being appointed**.

It also contains some specific obligations for the Appointing Party and the Lead Appointed Party, which are only relevant if the Appointor or Appointee are one of these parties. For example:

An appointment may be between an Appointing Party (party A) a client, and a Lead Appointed (party B) for construction as shown in Figure 5. In this arrangement:



1. All the terms applying to the 'Appointor' and the 'Appointing Party' will apply to the Appointing Party (party A)



2. All the terms applying to the 'Appointee' and the 'Lead Appointed Party' will apply to the Lead Appointed Party (party B).

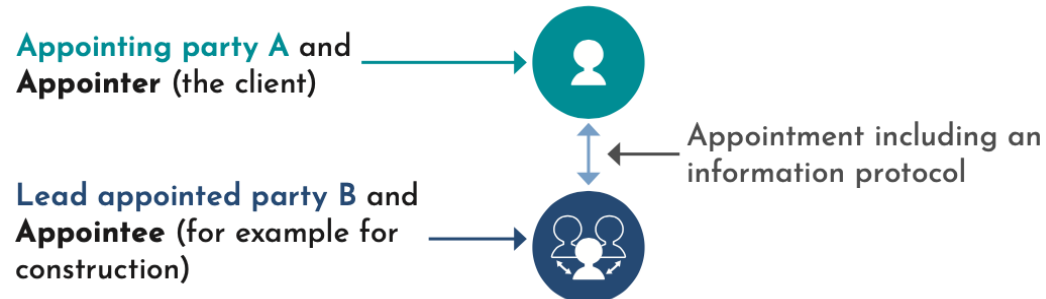


Figure 5: Appointment between an Appointing Party and a Lead Appointed Party

Alternatively, an appointment may be between a Lead Appointed Party (party A) and an Appointed Party (party B). In this arrangement:



1. All the terms applying to the 'Appointor' will apply to Party A



2. All the terms applying to the 'Appointee' will apply to Party B

3. The terms applying to an "Appointing Party" and "Lead Appointed Party will not apply to either of them (although in this example, party A is a Lead Appointed Party this is not relevant to this particular appointment scenario)

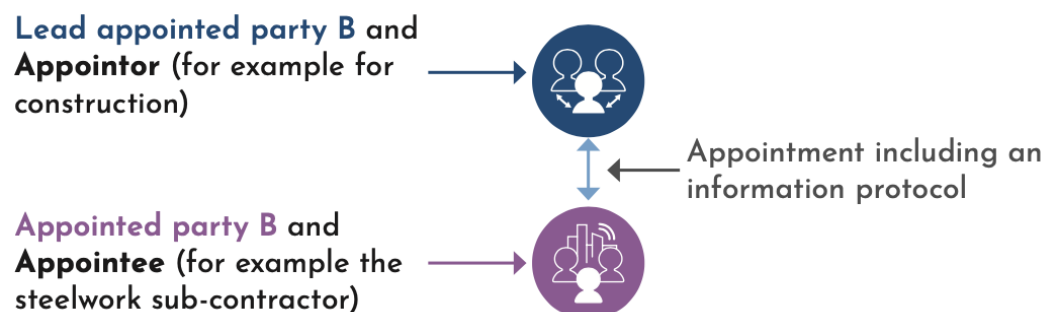


Figure 6: Appointment between a Lead Appointed Party and an Appointed Party

To summarize the terminology:

1. If you are a client/asset owner entering into an appointment then in terms of the protocol you are an **Appointor** and an **Appointing Party**
2. If you are a consultant or contractor entering into an appointment with a client/ asset owner then you are an **Appointee** and a **Lead Appointed Party**
3. If you are a consultant or contractor appointing another party then you are an **Appointor** and references in the Information Protocol to **Appointing Party** and **Lead Appointed Party** are not applicable
4. If you are a consultant or contractor being appointed by another consultant or contractor then you are an **Appointee** and references in the Information Protocol to **Appointing Party** and **Lead Appointed Party** are not applicable.

7.2 Completion of the Information Protocol Template

The Information Protocol Template is drafted to be as easy to use as possible, with minimal need to delete irrelevant clauses or to produce, attach or complete additional documents. Relevant documents are instead listed in the Information Particulars.

The Information Protocol Template enables the key information management resources and documents to be identified in the Information Particulars on the front page. This gives certainty on where to refer for the parties' duties and rights, whilst still

providing flexibility on the terms of the Appointment and these documents, some of which may continue to be updated, enabling compliance with ISO 19650-2.

As noted in Activity 5 the legal and contractual effect of the Information Protocol therefore depends upon the completion of the Information Particulars on the front page and its correct incorporation into appointments and contracts.

The Information Particulars lists **all documents** relevant to an appointment to ensure compliance with the requirements/ obligations of ISO 19650-2. Documents listed include, for example, the mobilization plan, the master information delivery plan (MIDP) and the TIDP. However not all of these documents will be relevant to each and every appointment, for example:

- Reference to the TIDP will not be relevant to any appointment between an appointing party (client) and a lead appointed party (such as a contractor)
- Reference to the mobilization plan and MIDP will not be relevant to any appointment between a lead appointed party (such as a contractor) and an appointed party (steelwork contractor)

Those documents that are not relevant to an appointment should be listed as “Not Applicable”.

The Information Protocol Template has been prepared on the basis that it could be incorporated into any appointment at any level in the supply chain, whether the appointment is between:

1. An Appointing Party and a Lead Appointed Party (i.e. tier one contract);
2. A Lead Appointed Party and an Appointed Party (i.e. a sub-contract); and
3. An Appointed Party and a “Sub” Appointed Party (i.e. a sub-subcontract).

7.3 Trigger event guidance

One of the central concepts in ISO 19650-3 is the Trigger Event. This is defined in ISO 19650-1 and also at paragraph [13.38] of the Information Management Protocol for use with ISO 19650-3. “Trigger Event”, as set out in the Information Protocol, is an event which takes place during the operational phase of the asset when new or updated information concerning that asset is generated or is required. A Trigger Event could for example be planned maintenance or refurbishment or an unexpected event such as rectification works carried out after a fire.

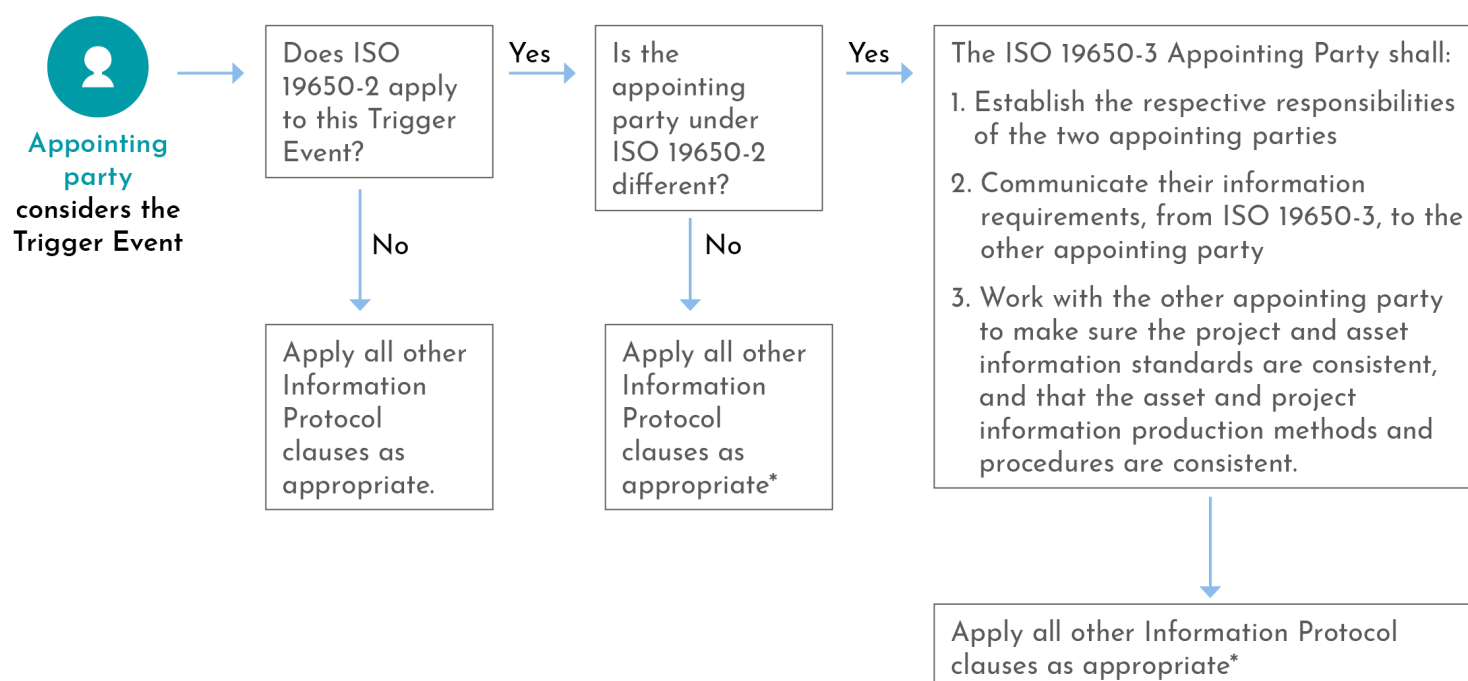
The ISO and therefore the Protocol has to cater for these Trigger Events. The protocol seeks to address this by, first, asking the parties using the Protocol to add into a Trigger Event Schedule any Foreseeable Trigger Events that they can anticipate will take place during the operational phase of the asset. The Trigger Event Schedule is one of the documents referred to in the Information Particulars at the beginning of the Protocol.

Trigger Events themselves are dealt with in clauses 3.2 to 3.4 of the Protocol. Clause 3.2 requires the Appointing Party to complete the Trigger Event Schedule as far as possible. Clause 3.3 requires the Appointing Party to decide what to do when a Trigger Event occurs.

Clause 3.4 deals with what happens if the Appointing Party decides that the response to a Trigger Event needs to be undertaken as a separate project rather than using the arrangements already established under ISO 19650-3; for example, the major refurbishment of a block of flats following a fire. In those circumstances, the response can be organised using ISO 19650-2.

It may be that the Appointing Party under this separate project is not the same as the Appointing Party under ISO 19650-3. For example, the owner of the block of flats may ask the building management company to appoint a contractor to carry out the refurbishment works using ISO 19650-2. In those circumstances the building management company is likely to be the Appointing Party for the purposes of the separate Part 2 project whereas the owner of the building will remain the Appointing Party for the purposes of Part 3.

Clause 3.4 therefore deals with the flow of information and the alignment of duties and activities between the two Protocols and the various sets of contractual arrangements that would be entered into. There are equivalent flow down provisions which are being added to the existing Part 2 Protocol template and which mirror the obligations set out in clause 3.4.



* This refers to the clauses in the ISO 19650-3 Information Protocol.
The same parties may also be subject, separately, contractually to the ISO 19650-2 Information Protocol.

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The same parties may also be subject, separately, contractually to the ISO 19650-2 Information Protocol.

Figure 7: Flowchart of ISO 19650-3 Information Protocol clauses 3.3 and 3.4

8.0 Important points to note

1. Without an information protocol there is no clear obligation on either party entering into an appointment to comply with ISO 19650-2 or ISO 19650-3, even if other ISO 19650 resources (such as an EIR) have been produced
2. If the Information Particulars of the Information Protocol are not properly completed, a number of the obligations, rights and processes under the Protocol will be unclear and the application of ISO 19650-2 to the appointment will be uncertain
3. If the Information Protocol is not incorporated in an appointment it will not have contractual effect for either party entering into the appointment
4. The Information Protocol will only be as effective as the documents referred to within it. For example, a comprehensively populated and properly incorporated Information Protocol will not compensate for an insubstantial information standard
5. Some of the documents listed in the Information Protocol are 'live' documents that are likely to be subject to change and update over time (for example, the BEP). This means that:
 - i. Parties should determine how to list the location of the relevant documents within the Information Particulars with their professional advisors, so the parties to the Protocol always refer to the latest version of the document and the impact of changes on rights to additional time and fees is mitigated, and
 - ii. The implications of changes to the Parties' rights and obligations under the Appointment, arising because of a change in the content of a live document, including the variation or change control mechanism, must be considered carefully
6. A properly completed Information Protocol should be included in all appointments (between separate legal entities) where there is a requirement to manage or produce information, no matter how deep or complex the delivery team is. A break in this chain will create a risk that the lead appointed party will not be able to fulfil their obligations under the Information Protocol and will therefore be in breach of their contract. This may be of consequence not just to the lead appointed party's delivery team but to the wider project or asset-related activities.
7. If Parties are at maintenance and operational phase (ISO19650-3), a separate Information Protocol conforming to ISO19650-3 will be required to govern the relationships between the parties.

Nothing in this guidance constitutes legal advice or gives rise to a solicitor/client relationship.

Specialist legal advice should be taken in relation to specific circumstances.

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