



Royal Institute of British Architects

STRICTLY PRIVATE AND CONFIDENTIAL

SERVICE AGREEMENT

Department for Business and Trade

Old Admiralty Building, Admiralty Place

London

SW1A 2DY

United Kingdom

25 September 2024

Dear [REDACTED]

The Department for Business and Trade ("DBT") wishes to participate in the RIBA Cityscape Global initiative including a place on the RIBA stand to be hosted from 11 to 14 November 2024, in Riyadh, Kingdom of Saudi Arabia on the terms and conditions set out below and we write to confirm the terms of our agreement concerning our provision of services to the DBT.

In this letter (referred to henceforth as "the Agreement"), we refer to RIBA as "us", "our" and "we" and we refer to the Department for Business and Trade as "DBT" and "you". RIBA and the DBT are each a "Party" and together "the Parties".

1 TERM

- 1.1 This Agreement shall be effective from 25 September 2024 until 15 November 2024 unless earlier terminated by either party as provided in this letter.

2 SUPPLY OF SERVICES

- 2.1 We shall use our reasonable endeavours to carry out the Services (including any deliverables) described in Schedule 1 ("the Services") in accordance with this Agreement in all material aspects.
- 2.2 In supplying the Services, we shall:
- 2.2.1 perform the Services with the level of care, skill and diligence in accordance with best industry practice;
 - 2.2.2 co-operate with DBT in all matters relating to the Services including the provision of information in relation to the Services, and comply with all reasonable instructions of DBT;



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- 2.2.3 only use personnel who are suitably skilled and experienced to perform the tasks assigned to you, and in sufficient number to ensure that our obligations are fulfilled; and
- 2.2.4 ensure that we obtain and maintain all necessary consents, licences and permissions; and
- 2.2.5 comply with all applicable laws, statutes, regulations from time to time in force and RIBA's Mandatory Policies as set out in Schedule 3.

3 DBT'S OBLIGATIONS

- 3.1 You shall co-operate with RIBA in all matters relating to the Services.
- 3.2 You shall obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable RIBA to provide the Services, including in relation to the installation of any equipment, the use of all DBT's materials and DBT's equipment.
- 3.3 You shall provide to RIBA in a timely manner all documents, information, items and materials in any form (whether owned by DBT or third party) required under Schedule 1 or otherwise reasonably required by RIBA in connection with the Services and ensure that they are accurate and complete in all material respects.
- 3.4 You shall hold all materials, equipment and tools, drawings, specifications and data supplied by the RIBA to you in safe custody at your own risk, maintain these materials in good condition until returned to the RIBA, and not dispose of or use the materials other than in accordance with the RIBA's written instructions or authorisation.

4 INTELLECTUAL PROPERTY

- 4.1 You and your licensors shall retain ownership of all intellectual property rights in all documents, products and materials developed by you or your agents, subcontractors and personnel as part of or in relation to the Services in any form ("DBT IPRs"), or otherwise necessary or desirable to enable RIBA to provide the Services.
- 4.2 RIBA and its licensors shall retain ownership of all intellectual property rights in any materials provided to you.
- 4.3 You grant to the RIBA or shall procure the direct grant to the RIBA of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence to copy and modify DBT IPRs for the purpose of providing the Services for the term of usage envisaged by this Agreement.
- 4.4 RIBA grants you an irrecoverable, non-exclusive, royalty-free, non-transferable licence to copy and modify the any materials provided to you for the term of this Agreement solely for the purpose of providing the Services in accordance with this Agreement.
- 4.5 You shall indemnify the RIBA against all liabilities, costs, expenses, damages and losses suffered or incurred by RIBA arising out of or in connection with any claim



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brought against the RIBA for actual or alleged infringement of a third party's rights (including any intellectual property rights) arising out of, or in connection with, the supply of the Services by RIBA and its licensees and sub-licensees. This clause 4.5 shall survive termination of this Agreement.

5 PROTECTION OF PERSONAL DATA

Both Parties shall, at their own expense, comply with all applicable requirements of the all applicable data protection and privacy legislation in force from time to time in the UK (the "Data Protection Legislation"). This clause is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.

6 CHARGES AND PAYMENT

- 6.1 In consideration for the provision of the Services, you will pay RIBA the charges in accordance with this clause 6 unless specified otherwise in Schedule 2. All amounts payable by you exclude amounts in respect of value added tax (VAT) which t shall additionally be liable to pay to RIBA at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- 6.2 RIBA shall submit invoices for the charges plus VAT if applicable to you at the intervals specified in Schedule 2. Each invoice shall include all supporting information reasonably required by you including a purchase order number provided by you.
- 6.3 You shall pay each invoice which is properly due thirty (30) days of receipt, to a bank account nominated in writing by RIBA.
- 6.4 If you fail to make any payment of any undisputed sum due to RIBA under this Agreement by the due date for payment, then, provided RIBA have notified you of the outstanding payment and you have failed to make such payment within five (5) days of such notification, you shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment, owed at the rate of 2% a year above the Bank of England's base rate from time to time.

7 LIMITATION OF LIABILITY

- 7.1 Nothing in this Agreement shall limit or exclude either party's liability for any liability which cannot be legally limited or excluded by applicable law.
- 7.2 Nothing in this Agreement shall limit or exclude your liability under clause 4.5.
- 7.3 Subject to clause 7.1 and clause 4.5 of this Agreement:
 - 7.3.1 neither Party to this Agreement shall have any liability to the other Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this Agreement;



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7.3.2 your total liability to the RIBA, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to two times the value of the Charges; and

7.3.3 RIBA's total liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited value of the Charges.

7.4 The rights of the RIBA under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by common law.

8 **INSURANCE**

During the term of this Agreement and for a period of one year afterwards we shall maintain in force insurance policies with reputable insurance companies, against all risks that would normally be insured against by a prudent businessperson in connection with the risks associated with this Agreement.

9 **TERMINATION**

9.1 Either Party may terminate this Agreement at any time on fourteen (14) days' notice, unless terminated earlier in accordance with clause 9.2.

9.2 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if the other Party commits a material breach of any term of this Agreement which breach is irremediable or, if such breach is remediable, fails to remedy that breach within a period of fifteen (15) days after being notified in writing to do so.

9.3 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

9.4 Termination or expiry of this Agreement shall not affect any of the rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

9.5 On termination of the Agreement; a) you shall immediately pay to RIBA all of the outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, RIBA may submit an invoice, which shall be payable immediately on receipt; b) you shall return any materials provided by RIBA and any deliverables (whether or not then complete; (c) RIBA shall on request return any of DBT materials not used up in the provision of the Services.

10 **GENERAL**

10.1 **Confidentiality.** Each Party undertakes that it shall not at any time during this Agreement, and for a period of two (2) years after expiry or termination of this



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Agreement, disclose to any person any confidential information of the other Party, except to its employees, officers, representatives, subcontractors or advisers (the actions and omissions of which the disclosing Party shall be liable as if these were the actions or omissions of that Party) or as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. Neither Party shall use the other Party's confidential information for any purpose other than to perform its obligations under this Agreement.

10.2 Counterparts. This Agreement may be executed in counterparts, each of which when executed shall constitute a duplicate original, but all counterparts shall together constitute one agreement.

10.3 Entire agreement. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

10.4 Variation. No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

10.5 Third party rights. This Agreement does not give rise to any rights under this Agreement (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

10.6 Governing law and jurisdiction. This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the law of England and Wales and the Parties irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

Please acknowledge receipt of this letter and acceptance of its terms by signing, dating and returning the enclosed copy.

Yours sincerely

For and on behalf of **ROYAL INSTITUTE OF BRITISH ARCHITECTS**

[REDACTED]

Print Name [REDACTED]

Title [REDACTED]

[REDACTED]



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Date

I hereby acknowledge receipt and accept the contents of this letter.

For and on behalf of **DEPARTMENT OF BUSINESS AND TRADE**

[REDACTED]

Print Name [REDACTED]

Title [REDACTED]

Date 15/10/2024



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SCHEDULE 1– SERVICES

1 PROJECT

Details of the project (if any) to which the Services relate are set out below.

Project name:	Cityscape Global RIBA
Dates for which Project is expected to run (if applicable/known):	11-14 November 2024
Project description:	<p>As described in agreed Proposal</p> <p>RIBA, as the coordinators of the Initiative will be developing a graphic treatment and a distinct identity for both the stand and the publicity material. Notwithstanding the foregoing, any material developed specifically for the DBT shall be pre-approved by the DBT in writing before any display or publication. The overall impact of the stand depends on the quality of the images submitted by DBT. RIBA reserves the right to approve all images used on the stand and may request alternative images are submitted by DBT to enhance the overall look of the stand.</p>
RIBA contact for Project:	[REDACTED]
Supplier contact for Project:	[REDACTED]

2 SERVICES

- 2.1 The proposal provided to DBT by RIBA on the basis of which DBT agreed to enter into this Agreement (**Proposal**) is set out in Appendix 1 to this Schedule 1 and RIBA's performance of the Services shall be in accordance with the Proposal. Details of the Services to be provided are set out in the Proposal.
- 2.2 In the event of a conflict between any of the agreed terms of this Agreement, this Schedule 1 and the Proposal, the order of precedence shall be:
- 2.2.1 the agreed terms of this Agreement;
 - 2.2.2 this Schedule 1 Appendix 1 (Proposal).



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Appendix 1 to Schedule 1

Proposal

RIBA TRADE MISSION TO CITYSCAPE GLOBAL- RIYADH 11-14 NOVEMBER 2024 AGREED PROPOSAL

The Royal Institute of British Architects (RIBA) is a global professional membership body and cultural organisation driving excellence in architecture.

We help our members and society to deliver better buildings and places, stronger communities, and a sustainable environment.

We work with governments, industry bodies and other stakeholders to shape policies and regulations that affect the built environment. We also promote public awareness and understanding of architecture and the value architects can offer.

Being inclusive, ethical, environmentally aware and collaborative underpins all that we do.

1. Proposal

The RIBA is seeking the support of the Department for Business and Trade (DBT) to organise a Trade Mission to Cityscape Global in Riyadh, Saudi Arabia, between 11 and 14 November 2024.

2. Background

- The Kingdom of Saudi Arabia is considered a high-income country. It has a large population, significant purchasing power, and a growing reputation as an important destination for many foreign brands and companies in many different sectors. As Saudi Arabia moves towards economic diversification and a non-oil future, the country is investing billions in various mega projects, such as the high-tech city Neom and a megacity for culture, sports and entertainment in Qiddiya.

There are also development projects on the Red Sea coast including hotels, high end residential properties and a luxury tourist and wellbeing resort called Amaala. These mega projects demand the full range of creative services and expertise to service the growing hospitality, leisure and commercial property sectors.

The creative industries sector, which includes architecture, is witnessing massive growth and transformation in the region, driven by the urgent need to construct, design, and fit out.

Total trade in goods and services (exports plus imports) between the UK and Saudi Arabia was £17.4 billion in the four quarters to the end of Q3 2023, an increase of 17.6% or £2.6 billion in current prices from the four quarters to the end of Q3 2022. Of this £17.4 billion:

- Total UK exports to Saudi Arabia amounted to £12.7 billion in the four quarters to the end of Q3 2023 (an increase of 20.0% or £2.1 billion in current prices, compared to the four quarters to the end of Q3 2022);

- Total UK imports from Saudi Arabia amounted to £4.7 billion in the four quarters to the end of Q3 2023 (an increase of 11.5% or £487 million in current prices, compared to the four quarters to the end of Q3 2022).

Saudi Arabia was the UK's 24th largest trading partner in the four quarters to the end of Q3 2023 accounting for 1.0% of total UK trade.

In 2021, the outward stock of foreign direct investment (FDI) from the UK in Saudi Arabia was £5.1 billion accounting for 0.3% of the total UK outward FDI stock.

In 2021, the inward stock of foreign direct investment (FDI) in the UK from Saudi Arabia are not available due to data disclosure.²

- Cityscape Global is the world's largest networking exhibition and conference for property development and was held in Saudi Arabia for the first time in 2023 attracting 160,000 visitors, and over 150 local, regional, and international real estate firms to showcase their projects and services. For 2024 they are projecting 200,000 visitors.
- One of RIBA's most active chapters is the [RIBA Gulf Chapter](#), which includes Saudi Arabia. We have country representatives based in Riyadh and Jeddah, giving our UK members wanting to work in Saudi Arabia access to existing networks in the country.

The RIBA Gulf Chapter will be celebrating its 15th anniversary this year, and the RIBA is working on a programme of activities to help celebrate its presence in the Gulf.

- On 28 November 2023, the [RIBA signed a Memorandum of Understanding with the Architecture and Design Commission](#) (ADC), which forms part of the Saudi Ministry of Culture. This embeds the RIBA as a key partner within the design and construction sector in Saudi Arabia.

3. Proposal

The RIBA has had a long-standing relationship with Cityscape Global for many years, having partnered with the event in Dubai, Cairo and was the official architecture partner for the Architecture and Design area within Cityscape Global in 2023.

The RIBA is organising a Trade Mission to Cityscape Global in Riyadh, Saudi Arabia, between 11 and 14 November 2024, which will be designed for RIBA Chartered Members, RIBA Chartered Practices and trusted RIBA accredited partners.

- The RIBA has secured a significant stand for Cityscape Global, adjacent to the Saudi Architecture and Design Commission (ADC). We are planning to partner with the DBT through the inclusion of a UK Business Lounge within the RIBA stand – branding to be confirmed. The stand will be designed to celebrate excellence in architecture, the value of using architects and promote working with RIBA members, practices and accredited partners. It will be used as a lounge for our delegates to promote their businesses, showcase their work and meet with potential clients. We will also promote the values of the RIBA and the various services that we offer, from membership, education, life-long learning and development, to the various products and services we offer to support our members and practices, all of which will be tailored to meet the specific requirements of operating in the Gulf.



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- In partnership with the DBT team on the ground, we will build a tailored programme of B2B activities to support UK companies wishing to develop links to new customers; local developers, key stakeholders; and explore partnership opportunities.
 - A networking reception with RIBA practices and product providers with key stakeholders at a high-profile cultural venue within Riyadh.
 - A high-level industry roundtable at Cityscape Global. The date, topic and speakers will be jointly agreed with the DBT.
 - We have agreed with Informa, the Cityscape event organisers, to have input into the programmes running on the Design and Architecture stage and the Technology stages.
 - RIBA Design Competitions play an important role in promoting design excellence against professional standards, celebrating the best architecture in the world. Therefore, we will organise a RIBA Competitions and Design Review showcase to demonstrate the tools that RIBA provides to support clients to deliver outstanding architecture.
4. We are creating a Gulf-specific issue of the RIBA Journal, with 5000 print copies distributed during the show and digital copies issued to all delegates

Programme

The four days Trade Mission (11 to 14 November) will offer participants (for a management fee):

- VIP entrance to Cityscape Global
- Access to the associated conference programme and speaking opportunities.
- RIBA/DBT/ADC market business briefings about opportunities in the region. The initial session will be held in the UK on 10 October. The in-country session will likely be held on the first morning of Cityscape.
- Meetings with key stakeholders in the region (ministries, developers, big projects)
- Benefit from on-the-ground support from the DBT team who are experts
- Roundtable with strategic stakeholders influential in architectural/developers in Saudia Arabia
- Networking reception

0. Target Audience

The mission will be targeted at RIBA Chartered Members, Chartered Practices and trusted RIBA accredited partners based in the UK and the Gulf, who are keen to work or who are already operating in Saudi Arabia.

We would expect to have around 30 participants (Chartered Members, Practices and accredited partners from the UK and the Gulf).

1. Benefits

Cityscape Global attracts attendees from all over the world, providing a platform to showcase exhibitors' products and services to a diverse and international audience.



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International architects bring a wealth of design skills and market knowledge that help to drive creativity and innovation.

The aims and benefits of the Trade Mission will be to:

- To promote and showcase British architecture, the value of working with RIBA architects and show the benefits of international mobility
- To promote RIBA Members, Chartered Practices and our accredited partners and the services that the RIBA has to offer in terms of our range of products and services
- To introduce architects to the region, so that they can discover for themselves the potential and possibility of working in the region, especially with KSA's Vision 2030
- Introduce our delegates to the significant infrastructure projects happening in KSA
- Meet with key stakeholders engaged in delivering the GIGA projects in KSA and how these are going to shape the built environment of the region in the future

3. DBT Support

The DBT contribution will be used to secure the exhibition stand, host a high-level industry roundtable and a networking reception, in the fringes of the exhibition, and would be as below:

£13,000 + VAT to include:

- UK Business Lounge with meeting space within the RIBA stand.
- High profile round table event held in a floor space at Cityscape. Topic and participants to be jointly selected.
- Networking reception to be held in a cultural venue in Riyadh – likely on the Monday event to which key stakeholders will be invited.

4. Evaluation

The RIBA will produce a short report highlighting the number of meetings and contacts secured both on a short- and medium-term basis and data on social media campaign and other promotions secured from the programme.



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SCHEDULE 2 –
CHARGES

RESOURCES FEE	£13,000 (ex VAT)
PAYMENT SCHEDULE	
Upon execution of the Agreement	

SCHEDULE 3- MANDATORY POLICIES

The Mandatory Policies are:

- 1 Modern Slavery and Human Trafficking Policy;
- 2 Equality, Diversity and Inclusion Policy;
- 3 Anti-Bribery and Anti-Corruption Policy;
- 4 Data Protection and Privacy Policy