

Schedule 38 (Work Package (B) Commissioning Process)

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Schedule 38– Work Package (B) Commissioning Process

1. Introduction

- 1.1. This Schedule sets out the process by which the Buyer may commission in its sole discretion the Work Package (B) Deliverables.
- 1.2. The Buyer may choose to commission any Work Package (B) Deliverables at any time during the Contract Period. For the avoidance of doubt, if the Buyer only chooses to commission the Work Package B Deliverables on completion of the Work Package (A) Deliverables, the Buyer is not obliged to commission any Work Package (B) Deliverables immediately on completion of the Work Package (A) Deliverables and the Contract will continue in full force and effect during any such interim period between the completion of the Work Package (A) Deliverables and the commissioning of any Work Package B Deliverables.
- 1.3. The Buyer shall only be permitted to commission Work Package (B) Deliverables up to the Maximum Work Package (B) Deliverables Charges.

2. Statement(s) of Works

- 2.1. The Work Package (B) Deliverables are as set out in the table at paragraph 4.1 of Schedule 2 (Specification) and these shall be refined, priced and delivered using a Statement(s) of Work.
- 2.2. If the Buyer chooses in its sole discretion to commission any of the Work Package (B) Deliverables, the Buyer will commission those Work Package (B) Deliverables in accordance with the commissioning process outlined in section 3 below and by using a Statement of Work
- 2.3. The Supplier will engage with all aspects of the commissioning process and comply with all stipulated timelines set by, and information requests sent by, the Buyer during this process.
- 2.4. The Buyer may choose in its sole discretion to commission all Work Package (B) Deliverables at once in a single Statement of Work, or in stages across multiple Statements of Work. This will be dependent on the information the Buyer has at the time.
- 2.5. Any Statement of Work must be agreed in writing and based on the form set out in Annex A (Statement of Work Template) to this Schedule. Once both Parties have signed a Statement of Work, it shall form part of this Contract.
- 2.6. Any schedule attached to a Statement of Work will describe in detail the Deliverables to be provided under that Statement of Work. A schedule attached to a Statement of Work only applies to the relevant project to be delivered under that Statement of Work and not to any other Statement of Work or to the provision of the Services as a whole.

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- 2.7. Notwithstanding the above, where a Statement of Work would result in a variation to the Contract, an increase in the Charges agreed under this Contract or a change in the economic balance between the Parties to the detriment of the Buyer that is not provided for in this Contract, the relevant term(s) shall be dealt with as a proposed Variation to this Contract in accordance with the Variation Procedure.

3. Commissioning Process

- 3.1. Any Work Package B Deliverables may be commissioned by the Buyer in its sole discretion in accordance with the process below:
- 3.1.1. The Buyer will notify the Supplier in writing that it would like to commission Work Package (B) Deliverables, and it will send the Supplier a Statement of Work using the template contained at Annex A to this Schedule (Statement of Work Template) that includes the following:
- 3.1.1.1. the refined Work Package (B) Deliverables that it requires to be delivered under that Statement of Work;
 - 3.1.1.2. the start date and end date for the Statement of Work and any key dates for delivery for those Work Package (B) Deliverables;
 - 3.1.1.3. the Charges applicable to those Work Package (B) Deliverables;
 - 3.1.1.4. the invoicing arrangements agreed in respect of those Work Package (B) Deliverables pursuant to the Award Form;
 - 3.1.1.5. any Service Levels, Service Level Performance Measures, Service Level Thresholds and Service Credits that apply to those Work Package (B) Deliverables and what constitutes a Critical Service Level Failure and a Service Period in respect of those Work Package (B) Deliverables pursuant to the Award Form and Schedule 10 (Service Levels);
 - 3.1.1.6. any refined contract management requirements in respect of those Work Package (B) Deliverables pursuant to Schedule 13 (Contract Management); and
 - 3.1.1.7. the applicable notice period under Clause 14.3.2 of the Core Terms for terminating the Statement of Work without a reason.
- 3.1.2. The Supplier will confirm receipt of the Statement of Work delivered pursuant to paragraph 3.1.1 above within twenty-four (24) hours of its receipt.
- 3.1.3. Within five (5) Working Days of receipt, the Supplier will submit a preliminary pricing schedule to the Buyer containing its total People Costs for the Work Package (B) Deliverables set out in the Statement of Work. Throughput Costs must not be included on the pricing schedule as these will only be agreed in the Buyer's sole discretion in accordance with Schedule 3 (Charges). The Supplier shall calculate the total People Costs in accordance with the requirements of Paragraph 2 of Annex 1 of Schedule 3 (Charges).

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- 3.1.4. The Buyer will arrange a meeting with the Supplier to agree the Statement of Work provided by the Buyer pursuant to paragraph 3.1.1 above and the pricing schedule submitted by the Supplier pursuant to paragraph 3.1.3. Attendance at the meeting will be at the Supplier's cost and will not be reimbursed. The meeting can be in-person, virtual, or hybrid.
- 3.1.5. Following the meeting referred to in paragraph 3.1.4, the Buyer will issue a final form Statement of Work to the Supplier. the Supplier will submit a final form pricing schedule to the Buyer within forty-eight (48) hours of being sent the final Statement of Work.
- 3.1.6. If the Buyer is satisfied with the final form pricing schedule provided pursuant to paragraph 3.1.5 above, it will issue an agreed Statement of Work attaching the final form pricing schedule for signature by both Parties.
- 3.1.7. If the Buyer is not satisfied with the final form pricing schedule provided pursuant to paragraph 3.1.5, both it and the Supplier will repeat the process as outlined in 3.1.3 to 3.1.6 until agreement is reached.
- 3.1.8. In the event agreement cannot be reached after the process outlined in 3.1.3 to 3.1.6 has been repeated at least twice, the Buyer reserves the right to procure the Work Package (B) Deliverables that are subject to that Statement of Work from a third party supplier. The Supplier must, if requested by the Buyer and at no cost to the Buyer, co-operate fully in the re-procurement of these Work Package (B) Deliverables to the third party supplier.
- 3.1.9. If the Buyer decides not to commission any of the Work Package (B) Deliverables during the Contract Period or if agreement cannot be reached between the Parties pursuant to this section 3, the Buyer will not be liable to pay the Supplier any costs associated with those Work Package (B) Deliverables, nor for any perceived loss of opportunity by the Supplier in relation to those Work Package (B) Deliverables.
- 3.1.10. Either Party can request a Variation to the Statement of Work in accordance with the Variation Procedure in Clause 28 of the Core Terms.

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Annex A – Statement of Work Template

This Statement of Work is issued under and in accordance with this Contract entered into between the Parties.

It records the agreement between the Parties in relation to the Work Package (B) Deliverables identified in the table below which are being commissioned by the Buyer pursuant to Schedule 38 (Work Package (B) Commissioning Process).

STATEMENT OF WORK (SOW)	
SOW No.:	[xxx]
SOW Date:	[DD/MM/YYYY]
SOW TITLE:	[INSERT TITLE SPECIFIC TO SOW]
Contract:	UK Pavilion at Expo 2025 Osaka – International Content Design Services
Buyer:	Secretary of State for International Trade
Buyer Authorised Representative	[INSERT NAME]
Supplier:	[INSERT NAME OF SUPPLIER]
Supplier Authorised Representative:	[INSERT NAME]
SOW Start date:	[DD/MM/YYYY]
SOW End date:	[DD/MM/YYYY]

The Buyer and the Supplier agree the following Work Package (B) Deliverables and specific Delivery dates in relation to these Work Package (B) Deliverables under this Statement of Work:

DELIVERABLE(S) BEING COMMISSIONED (DELETE AS APPLICABLE)			
No.1	Deliverable	Description	Refinements (IF ANY) & Agreed Delivery Dates
1	Support the Full Architectural Design of UKP	Support the development of the RIBA Stage 4 design. This will include all drawings and work packages necessary to obtain sign off of the design and obtain the Construction Licence from Expo Authorities	[INSERT ANY REFINEMENTS AGREED & DELIVERY DATES]
2	Management / Advisory to construction of UKP (Shell & Core)	Support the delivery of RIBA Stages 5 & 6. This will include keeping an oversight of design intent throughout the build and collaboration with main contractor to solve any onsite design/construction problems.	[INSERT ANY REFINEMENTS AGREED & DELIVERY DATES]
3	Production and delivery of content (Fitout & Final Exhibit)	Develop and produce the content designed in WP(A), acquire any physical objects. Test content in local market. Acquire any licences needed. This may involve management of other suppliers involved in doing the fit-out	[INSERT ANY REFINEMENTS AGREED & DELIVERY DATES]
4	Oversight and Management	Inspections to ensure the method(s) of content delivery,	[INSERT ANY REFINEMENTS AGREED & DELIVERY DATES]

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	of UKP Visitor Experience and Content Production	including relevant technology are installed as per the design intent.	
5	Monitoring and management of live experience	Support delivery to RIBA Stage 7	[INSERT ANY REFINEMENTS AGREED & DELIVERY DATES]
6	Support the Full Architectural Design of UKP	Support the development of the RIBA Stage 4 design. This will include all drawings and work packages necessary to obtain sign off of the design and obtain the Construction Licence from Expo Authorities	[INSERT ANY REFINEMENTS AGREED & DELIVERY DATES]

The Buyer and Supplier agree:

- the People Costs for the Work Package (B) Deliverables being commissioned under this Statement of Work as set out in Appendix A to this Statement of Work;
- [the following Throughput Costs for the Work Package (B) Deliverables being commissioned under this Statement of Work:]

THROUGHPUT COSTS
[INSERT ANY THROUGHPUT COSTS]

- [the following travel and subsistence costs for the Work Package (B) Deliverables being commissioned under this Statement of Work:]

TRAVEL AND SUBSISTENCE	
Requirements	INSERT TRAVEL REQUIREMENTS]
Costs	INSERT COSTS FOR TRAVEL REQUIREMENTS]
Special terms	[INSERT ANY SPECIAL TERMS E.G. PRE-APPROVAL PROCESS, COMPLIANCE WITH DIT EXPENSE POLICY ETC]
Invoicing	INSERT INVOICING ARRANGEMENTS FOR COST AGREED]

The total Charges for the Work Package (B) Deliverables being commissioned under this Statement of Work as detailed above are summarised as follows:

CHARGES (excluding VAT)	
Maximum Work Package (B) Deliverables Charges:	£850,000 (excluding VAT) (which includes £200,000 contingency monies)
Previous SOWs (value in aggregate) (including any Variations):	[INSERT TOTAL VALUE OF PREVIOUS SOWS (INCLUDING ANY VARIATIONS)]
This SOW value:	[INSERT AGREED VALUE OF THIS SOW]
Remaining value after this SOW is signed:	[INSERT REMAINING VALUE]

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The Buyer and the Supplier agree the following invoicing arrangements in respect of the People Costs [and Throughput Costs] for the Work Package (B) Deliverables being commissioned under this Statement of Work:

INVOICING ARRANGEMENTS

INSERT ANY INVOICING ARRANGEMENTS]

The Buyer and the Supplier agree the following Service Levels, Service Level Performance Measures, Service Level Thresholds and Service Credits and the following definitions of Critical Service Level Failures and Service Periods for the Work Package (B) Deliverables being commissioned under this Statement of Work:

SERVICE LEVELS, SERVICE LEVEL PERFORMANCE MEASURES, SERVICE LEVEL THRESHOLDS, SERVICE CREDITS, CRITICAL SERVICE LEVEL FAILURE AND SERVICE PERIOD

Service Levels	INSERT SERVICE LEVELS]
Service Level Performance Measures	INSERT SERVICE LEVEL PERFORMANCE MEASURES]
Service Level Thresholds	INSERT SERVICE LEVEL THRESHOLDS]
Service Credits	INSERT SERVICE CREDITS]
Critical Service Level Failure	INSERT DEFINITION FOR CRITICAL SERVICE LEVEL FAILURE]
Service Period	INSERT DEFINITION FOR SERVICE PERIOD]

The Buyer and the Supplier agree the following contract management requirements for the Work Package (B) Deliverables being commissioned under this Statement of Work:

CONTRACT MANAGEMENT REQUIREMENTS

INSERT ANY REFINED CONTRACT MANAGEMENT REQUIREMENTS]

The Buyer and the Supplier agree the following notice period for the purposes of Clause 14.3.2 of the Core Terms for terminating this Statement of Work without reason:

NOTICE PERIOD

INSERT NOTICE PERIOD]

FOR AND ON BEHALF OF THE BUYER

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NAME	
TITLE	
SIGNATURE	
DATE	

FOR AND ON BEHALF OF THE SUPPLIER	
NAME	
TITLE	
SIGNATURE	
DATE	

[INSERT APPENDIX A TO THE SOW – CHARGES]