

DATED 28th September 2023
(1) Secretary of State for the Department for Business and Trade
AND
(2) ES Global Ltd. (with ES Global KK for construction related works undertaken in Japan)
CONTRACT FOR DESIGN, BUILD AND FIT OUT, FACILITIES MANAGEMENT AND DEMOLITION
OF THE UNITED KINGDOM PAVILION AT THE EXPO 2025, OSAKA, KANSAI, JAPAN
NEC4 ENGINEERING AND CONSTRUCTION CONTRACT WITH MAIN OPTION F
<del></del>

FORM OF AGREEMENT				
THIS AGREEMENT is made the	28th	day of _	September	2023

#### **BETWEEN**

- 1. Secretary of State acting through the Department for Business and Trade of Old Admiralty Building, Admiralty PI, London SW1A 2DY (thereinafter called "The Client"); and
- ES Global Ltd. (and ES Global KK for construction related works in undertaken in Japan) a
  company incorporated in and in accordance with the laws of England and Wales having as its
  registered number 08305723 and its registered office at Unit G East, Coate House, 1-3 Coate Street,
  London, E2 9AG (hereinafter called "The Contractor").

#### **RECITALS**

- A. The Client wishes to appoint the Contractor to Design, Build, Maintain, and Decommission the UK Pavilion at Expo 2025 Osaka.
- B. The Contractor takes full responsibility for the end-to-end delivery of the physical UK Pavilion and is responsible for delivering a design that can be built in the timeframes, with the materials available, and ensuring it meets Japanese construction regulations, specifically, but not limited to, requirements imposed by Expo.
- C. The Contractor is responsible for building the designed UK Pavilion, fitting it out, maintaining it for the six (6) months during the period of Expo, and then demolishing / decommissioning after Expo completes.
- D. The Contractor is appointed as a management contractor, and will be responsible for managing any required subcontractors or supply chain partners required to deliver the requirement at its sole risk.
- E. The Client is willing to engage the Contractor to carry out such works.

#### **NOW IT IS HEREBY AGREED** as follows:

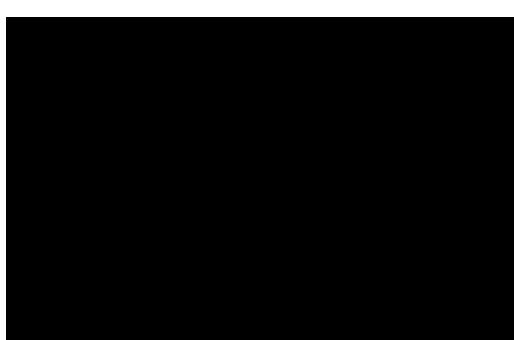
- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the *conditions of contract* hereinafter referred to.
- 2. The contract hereby made shall consist of the following documents:
- 2.1 This Form of Agreement;
- 2.2 The *conditions of contract*, being the NEC4 Engineering and Construction Contract June 2017 (with amendments 2019), Main Option F, Dispute Resolution Option W1 and Secondary Options X2, X4, X5, X7, X11, X13, X14, X15, X20 and as amended by Option Z provisions which are all hereby incorporated into the contract,
- 2.3 the completed Contract Data Parts One and Two;
- 2.4 The form of tender and the Contractor's quality submission;
- 2.5 The Scope;
- 2.6 The Site Information and
- 2.7 The appendices to the contract, including, but not limited to any performance security or collateral warranties.
- 3. The several documents forming the contract are to be taken as mutually explanatory of one another.

4. In consideration of the absolute guaranteed maximum price of £24million (twenty-four million pounds) the Contractor hereby covenants with the Client to carry out the works set out in the contract and Scope until the *defects date* in conformity in all respects with the provisions of the contract.

**IN WITNESS** whereof this Agreement has been signed for and on behalf of the *Client* and the *Contractor* the day and year written above.

Signed by for and on behalf of The *Client* 

Signed by for and on behalf of The *Contractor* 



#### Part One – Data Provided by the Client

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

#### 1 General

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Engineering and Construction Contract June 2017 (with amendments January 2019)

amendments January 2019) W1 Main F Option for resolving and avoiding disputes Option X2, X4, X5, X7, X11, X13, X14, X15, X20 and Z **Secondary Options** The works are The design, build, fit out, facilities management and demolition of the United Kingdom's pavilion at the Osaka Expo 2025 The Client is Secretary of State acting through the Department for Name Business and Trade acting as part of the Crown Address for Old Admiralty Building, Admiralty PI, London SW1A communications 2DY Address for electronic MajorWorldEventsCommercial@businessandtrade.gov.uk communications The Project Manager is **TURNER & TOWNSEND PROJECT MANAGEMENT** Name LIMITED Low Hall, Calverley Lane, Horsforth, Leeds, LS18 4GH Address for communications

The Supervisor is

Address for electronic communications

Name TURNER & TOWNSEND PROJECT MANAGEMENT LIMITED

Address for communications

Low Hall, Calverley Lane, Horsforth, Leeds, LS18 4GH

Address for electronic communications

The Scope is in

9. UKP at Expo 2025 Osaka - DBMD

- Scope

The Site Information is in

Annex A to Scope - Plot Sheet EN (A33+A34) And any other information contains in the scope referring to site conditions including sub-surface conditions.

The boundaries of the site are

Annex A to Scope - Plot Sheet EN

(A33+A34)

The language of the contract is

English

The law of the contract is the law of

The law of England and Wales, subject to the exclusive jurisdiction of the Courts of England and Wales

The period for reply is

2 weeks

except that

The following matters will be included in the Early Warning Register

- Material Availability Critical materials cannot be procured within the appropriate timescales due to market pressures (demand and supply).
- Supply Chain Security Delayed appointments limiting available supply chain to contract with.
- Site Logistics (Access and Usage) Logistics strategy is not suitable for the transportation of materials and goods.
- Expo Approval and Permits Approval process timeframes are undefined, possibly lengthy and will become congested as pavilions submit at similar times.
- Buildability of Creative Concept Integrator deviates from creative vision due to design buildability issues.

Early warning meetings are to be held at intervals no longer than

2 weeks

# 2 The Contractor's main responsibilities

If the *Client* has identified work which is set to meet a stated *condition* by a *key date* 

The key dates and conditions to be met

are

# condition to be met

			key date
	(1)	General Design Submission to Expo for approval	
	(2)	Building Permit approval an Construction commencement	d 12 February 2024
	(3)	Client's early possession t pavilion for operations trainin & test events	
If option C, D, E or F is used	total Defined	etor prepares forecasts of the d Cost for the whole of the ervals no longer than	4 weeks
3 Time			
	The starting	date is	5 <sup>th</sup> September 2023
	The access	date to the Site	2 <sup>nd</sup> October 2023
		ctor submits revised s at intervals no longer than	4 weeks
If the <i>Client</i> has decided the completion date for the whole of the works	The <i>comple</i> the works is	tion date for the whole of	4 <sup>th</sup> February 2026
Taking over the <i>works</i> before the Completion Date		<b>s</b> willing to take over the e the Completion Date	
If no programme is identified in part two of the Contract Data	within which	after the Contract Date the Contractor is to submit amme for acceptance is	1 week
			1 WGGN
4 Quality Management			
	to submit a q	act Date within which the uality policy statement and	

2 weeks

	The period between the Completion of the whole of the works and the defects date is			onths	
	The defect correction period is	1 week		except that	
	The defect correction period for	Emergency Defect	is	2 hours	
	The defect correction period for	Urgent Defect	is	6 hours	]
	The defect correction period for	Routine Defect	is	48 hours	
5 Payment					
	The currency of the contract is the	Sterling (£)			
	The assessment interval is 4 weeks				
	The interest rate is 2 % per ani	num above the			
	base rate in force from time to time	Bank of Englan	d		
If Option C,D,E or F is used	The exchange rates are those published by XE.com Inc as per clause 50.8 (being as at 2 weeks prior to the assessment date)	g			
6 Compensation	events				
If there are additional compensation events	These additional compensation events				
	N/A				

## 8 Liabilities and insurance

The minimum amount of cover for Contractor's insurance

Public Liability £10million for any one claim

and in the annual aggregate during the period of insurance

Employer's Liability £10million for any one

occurrence

Professional Indemnity £5million for any one claim

and in the annual aggregate during the period of insurance

Contractors All Risk Insurance £24 million for any one claim

and in the annual aggregate during the period of insurance

# Resolving and avoiding disputes

The *tribunal* is Arbitration

If the *tribunal* is arbitration

The arbitration procedure is

Institution of Civil Engineering Model Arbitration Rules

London

The place where arbitration is to be held is

The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the *arbitration procedure* does not state who selects an arbitrator is

President of the Institution of Civil Engineers

The Senior Representatives of the Client are

Name (1)

Address for communications Old Admiralty Building, Admiralty PI, London SW1A 2DY

Address for electronic communications

Name (2)

Address for communications Old Admiralty Building, Admiralty PI, London SW1A 2DY

Address for electronic communications	
The <i>Adjudicator</i> is	
Name	N/A
Address for communications	N/A
Address for electronic communications	N/A
The Adjudicator nominating body is	The Institution of Civil Engineers

# **SECONDARY OPTION CLAUSES**

X5: Sectional Complet	ion			
If Option X5 is used	The completion date for each section of the works is			
	section	description	completion date	
	(1)	Final Design Submission to Expo for approval	3 January 2024	
	(2)	Construction of the pavillion	4 April 2025	
	(3)	Exhibit Fit out Completion	4 April 2025	
	(4)	Maintenance	13 October 2025	
	(5)	Decommissioning, dismantling and site hand back	4 February 2026	

X7: Delay damages					
If Option X7 is used with Option X5	Delay damages for each <i>section</i> of the <i>works</i> are				
war opaon xo	section	description	amount per day		
	(1)				

(3) Exhibit Fit out Completion N/A

(4) Maintenance N/A

(5) Decommissioning, dismantling and site hand back As per clause X7.5

The delay damages for the remainder of As per clause X7.5

#### X13: Performance bond

If Option X13 is used 
The amount of the performance bond is

the works are

10% of the Total of the Prices

#### X14: Advanced payment to the Contractor

If Option X14 is used

The amount of the advanced payment is

If agreed by the Client

The period after the Contract Date from which the *Contractor* repays the instalments in assessments is

If agreed by the Client

The instalments are

If agreed by the Client

(either an amount of a percentage of the payment otherwise due)

Advanced payment bond

An advanced payment bond <u>is</u> required and is to be provided by the Contract Date in the form at **Appendix 5** of this Contract. If the advance payment bond is not provided at the Contract Date, the *Contractor* will have 4 weeks to provide this. If the bond is not provided by this date, the *Client* shall retain from any amount due to the *Contractor* the value stated within the bond, until the bond is provided, or alternatively, if no bond is provided, until the Defects Certificate is issued.

# X15: The Contractor's design

If Option X15 is used

The *period for retention* following Completion of the whole of the *works* or earlier termination is

6 months

The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use the skill and care normally used by professionals designing works similar to the *works* is, in respect of each claim

£5million for any one claim and in the annual aggregate during

the period of insurance

The period following Completion of the whole of the works or earlier temination for which the *Contractor* maintains insurance for claims made against it arising out of its failure to use skill and care is

6 years

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If options X20 is used

The *incentive schedule* for Key Performance Indicators is in

Annex V of Scope – X20 Incentive Schedule

A report of performance against each Key Performance Indicator is provided at intervals of

1 months

#### **Z**: ADDITIONAL CONDITIONS OF CONTRACT

If Option Z is used

The additional conditions of contract stated in the Contract Data are part of the contract.

**Z1:** Amend the *conditions of contract* for Core Clauses, and add additional conditions as follows:

#### 1. GENERAL

Identified and defined terms



Clause 11.2(6)(a) Add as New Clause:

An Emergency Defect is a defect which in the opinion of the *Project Manager* may have a negative impact on the health and safety of the public, the *Contractor's* personnel, the *Project Manager's* personnel, or the *Client's* personnel.

Clause 11.2(6)(b) Add as New Clause:

An Urgent Defect is a defect which in the opinion of the *Project Manager* causes the structural, mechanical, electrical, drainage or any other parts of the

works to become defective, unsafe or unsuitable for works to continue or causing the functioning of the works to cease or function as stated in the Scope.

Clause 11.2(6)(c) Add as New Clause:

A Routine Defect is any defect which in the opinion of the *Project Manager* causes the *works* to not operate in the intended purpose or stated in the Scope but is not considered an Emergency Defect or Urgent Defect.



# **Brexit**

11.2(36) Add a New Clause 11.2(36):

Brexit is the action and any effects of the United Kingdom leaving the European Union

# **Epidemic**

Clause 11.2(37) Add as New Clause 11.2(37):

Epidemic is the term given to any novel coronavirus (not including COVID-19), infectious disease, illness, infection or virus which causes the *works* to be delayed, suspended or has delivery of the *works* affected in any way, by virtue of any Epidemic Measures being undertaken.

Clause 11.2(37)(a) Add as New Clause 11.2(37)(a):

Epidemic Measures are national or governmental action or public health measures in connection with an Epidemic which directly affect the execution of the *works* at the Site in any of the following ways:

- (i) unavailability of sufficient goods and materials;
- (ii) unavailability of sufficient labour;

- (iii) restrictions on travel;
- (iv) the closure or partial closure of the Site;
- (v) delays caused by additional health and safety procedures.

but only to the extent that any of the events in (i) to (v) above are:

not capable of mitigation or avoidance, either in whole or in part, by a reasonably competent contractor using best endeavours in respect of such mitigation or avoidance; and

not caused or significantly contributed to by the *Contractor's* or the *Contractor's* person's or Subcontractor's negligence, default, breach of the contract, failure to follow official governmental guidance (whether mandatory or otherwise) or statutory requirements relating to the Epidemic.

#### Expo

11.2(38) Add as clause 11.2(38):

Expo is the International Registered Exhibition overseen and regulated by the intergovernmental organisation, Bureau International des Expositions, and hosted by Japan in 2025 at Osaka, Kansai.

#### **Force Majeure**

11.2(39) Add as clause 11.2(39):

Force Majeure means the occurrence of an unpredictable event or the discovery of a previously undiscoverable state of affairs, which does not include any delay, interruption or effect of the delivery of the *works* caused by COVID-19 or the effect of any change in legislation, government action, policy change or effect on or shortage of labour, goods and/or materials caused by Brexit (other than ground conditions or environmental conditions) which are not weather conditions and for which neither Party is responsible and which neither Party controls, attributable either to the forces of nature or to other circumstances not confined as to their causes or effects wholly or principally to the Parties, any Subcontractor or supplier (or sub-subcontractor or sub-supplier of any tier) of the *Contractor*, to any Plant and Materials, to the Site or to the *works*, which

- stops the Contractor completing the works; or
- stops the Contractor completing the works by the Completion Date.

## **Pay Less Notice**

11.2(40) Add as New Clause 11.2(40):

A Pay Less Notice given by either Party shall specify the sum he considers to be due (even if the amount is zero) to the other Party at the date the notice is given and the basis on which that sum has been calculated.

A Pay Less Notice to be given by the *Client* may be given on their behalf by the *Project Manager* or by any other person who the *Client* notifies the *Contractor* as being authorised to do so.

#### **Retention Amount**

11.2(41) Add as New Clause 11.2(41):

Retention Amount is 5% of the Price for Work Done to Date.

#### Work Packages

11.2(42) Add as New Clause 11.2(42):

Construction Cost is the total lump sum guaranteed maximum price stated in Contract Data Part 2 that the Contractor is entitled to be paid for any and all costs incurred directly or paid to Subcontractors associated with the building, engineering and construction of the United Kingdom's government pavilion at Expo as stated in the Scope. This amount is an absolute cap, and the Contractor agrees irrevocably and unconditionally, that it shall not be entitled to any monies above this capped lump sum maximum price for the above works or services.

- Fit-Out Cost is the total lump sum guaranteed maximum price stated in Contract Data Part 2 that the Contractor is entitled to be paid for any and all costs incurred directly or paid to Subcontractors associated with the fit-out works for the United Kingdom's government pavilion at Expo as stated in the Scope. This amount is an absolute cap, and the Contractor agrees irrevocably and unconditionally, that it shall not be entitled to any monies above this capped lump sum maximum price for the above works or services.
- Maintenance Cost is the total lump sum guaranteed maximum price stated in Contract Data Part 2 that the Contractor is entitled to be paid for any and all costs incurred directly or paid to Subcontractors associated with the day to day running, routine or response maintenance or care of the United Kingdom's government pavilion at Expo as stated in the Scope. This amount is an absolute cap, and the Contractor agrees irrevocably and unconditionally, that it shall not be entitled to any monies above this capped lump sum maximum price for the above works or services.
- 11.2(45) Decommissioning Cost is the total lump sum guaranteed maximum price stated in Contract Data Part 2 that the Contractor is entitled to be paid for any and all costs incurred directly or paid to Subcontractors associated with the demolition and decommissioning of the United Kingdom's government pavilion at Expo as stated in the Scope. This amount is an absolute cap, and the Contractor agrees irrevocably and unconditionally, that it shall not be entitled to any monies above this capped lump sum maximum price for the above works or services.
- 11.2(46) Management Cost is the total lump sum guaranteed maximum price stated in Contract Data Part 2 that the Contractor is entitled to be paid for any and all costs incurred as a result of Contractor's management of any Subcontractor or in expenditure of the Fee in relation to all other works packages relating to the United Kingdom's government pavilion at Expo as stated in the Scope. This amount is an absolute cap, and the Contractor agrees irrevocably and unconditionally, that it shall not be entitled to any monies above this capped lump sum maximum price for the above works or services.
- 11.2(47) Design Cost is the total lump sum guaranteed maximum price stated in Contract Data Part 2 that the Contractor is entitled to be paid for any and all costs incurred directly or paid to Subcontractors associated with the design and any surveys or professional services relating to the United Kingdom's government pavilion at Expo as stated in the Scope. This amount is an absolute cap, and the Contractor agrees irrevocably and unconditionally, that it shall not be entitled to any monies above this capped lump sum maximum price for the above works or services.

11.2(48) Works Packages is the collective term given to each of the Costs associated with specific works or sections as set out above, forming the guaranteed maximum price of the Total of the Prices.

#### References to legislation

#### 12.5 Add as New Clause 12.5:

Any reference in the contract to any legislation means such legislation as amended, supplemented or re-enacted for the time being and from time to time.

#### Invalid or unenforceable provisions

#### 12.6 Add as New Clause 12.6:

If any clause or part of the contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the contract and will be ineffective without, as far as is possible, modifying any other clause or part of the contract and this will not affect any other provisions of the contract which will remain in full force and effect.

#### COVID-19

#### 12.7 Add as New Clause 12.7:

For the avoidance of doubt, any impact of COVID-19 shall not be considered a Force Majeure event or a compensation event. The *Contractor* is not entitled to any change to the Prices, changing of a Key Date or the Completion Date on account of any impact caused by COVID-19. No action taken by the *Project Manager* (or *Client*) in relation to COVID-19, including, but not limited to, an instruction changing the Scope, shall constitute a compensation event, unless expressly stated in writing by the *Project Manager*.

#### Brexit

#### 12.8 Add as New Clause 12.8:

For the avoidance of doubt, any impact of Brexit, including, but not limited to a shortage of labour, goods and/or materials, tariff increase, increase in wages or increase in labour, goods and/or materials shall not be considered a Force Majeure event or a compensation event. The *Contractor* is not entitled to any change to the Prices, changing of a Key Date or the Completion Date on account of any impact caused by Brexit. No action taken by the *Project Manager* (or *Client*) in relation to Brexit, including, but not limited to, an instruction changing the Scope, shall constitute a compensation event, unless expressly stated in writing by the *Project Manager*. The *Contractor* is deemed to have allowed for and included in its Price any change to legislation, governmental action or policy change that Brexit may cause.

#### **Communications**

13.9 Add as New Clause 13.9:

Any communication the *Contractor* receives from an Other, in any way related to the *works* must be immediately, or in any event, within 24 hours, be delivered to the *Project Manager*. If there is any action and / or activity to be undertaken as a result of such communication, the *Contractor* must deliver to the *Project Manager* within 48 hours days of receipt of the communication from an Other, a proposal as to what or how it will carry out any *works*.

#### **Requirements for Instructions**



- 17.3–17.5 Add as clauses 17.3–17.5:
- 17.3 In the case of any ambiguity or inconsistency between two or more documents forming the contract (including all contract documents), each prevails over or is subordinate to the other(s) in descending order as follows:
  - the Z clauses;
  - the conditions of contract other than the Z clauses;
  - the Contract Data Part 1;
  - the Scope Information provided by the *Client*;
  - the Contract Data Part 2;
  - any Scope Information provided by the Contractor, and
  - any other contract documents.
- 17.4 Notwithstanding any other provision of the contract, the resolution of an ambiguity or inconsistency by virtue of the hierarchy in accordance with clause 17.3 is **not** a compensation event.
- In so far as an inconsistency cannot be resolved as set out above, or if there exists any ambiguity in the Scope or other contract document, the interpretation that is most onerous to the *Contractor* shall apply. In the case of any inconsistency between the *conditions of contract* and any other term of the contract (except these Z clauses) the *conditions of contract* shall prevail.

For the avoidance of doubt, the principles of *contra proferentem* do not apply to these Z clauses, and the *Contractor* agrees that the conditions of Contract and the Z clauses are to be read as being drafted jointly between the Parties.



# 2. THE CONTRACTOR'S MAIN RESPONSIBILITIES



#### **Plant and Materials**

20.1A Add as New Clause 20.1A:

All Plant and Materials shall be of good quality, shall be reasonably suitable for their purposes and (unless the Scope provides otherwise) shall be new.

#### Workmanship

20.1B Add as New Clause 20.1B:

All workmanship used in the *works* shall be of a good quality and reasonably suitable for its purposes.

#### **Prohibited Materials**

20.1C Add as New Clause 20.1C:

The *Contractor* shall not use or permit to be used in the works any materials:

- (a) which by their nature or application contravene any standards required by Expo;
- (b) which contravene the recommendations of the British Council for Offices' publication *Good Practice in the Selection of Construction Materials* 2011; or
- (c) which are considered to be deleterious within the building or engineering design professions in the England and Wales or Japan (if a conflict exists between these, the standard in Japan shall apply).

# **Site Maintenance**

20.1D Add as New Clause 20.1D:

So far as the maintenance of the Site is not set out in the Scope, the *Contractor* shall, as an absolute minimum, for which it is deemed to have included in its Prices:

- meet the standards set by Expo in relation to site maintenance and security;
- keep all enclosures around the Site clear of graffiti, posters and other unauthorised attachments, so far as is practicable;
- carry out the works in such a manner as not to cause any trespass or actionable nuisance and as to cause as little noise, interference, inconvenience or disturbance to Others as is reasonably practicable;
- make good or meet the cost of making good of all damage caused to access roads, footpaths and property adjoining the Site and to any services, arising from the carrying out of the works.

# **De-scoping of works**

#### 20.1E Add as New Clause 20.1E:

The Client retains the right that at any time it may omit any part of the *works* from the *Contractor*. This de-scoping of the *works* and the Scope shall not constitute a compensation event that shall entitle the *Contractor* to any costs whatsoever. For the avoidance of doubt the *Contractor* is not entitled to any profit or losses incurred as a result of such omission of any part of the *works* or Scope.

If the consequence of the de-scoping causes the Prices to reduce and/or the Completion Date to be brought forward, the *Project Manager* shall provide the *Contractor* with their assessment, and these changes shall be affected upon instruction from the *Project Manager*.

#### **Contractor Collateral Warranties**

#### 20.1F Add as New Clause 20.1F:

The *Client* may by notice to the *Contractor*, require that within 10 days of receipt of that notice, the *Contractor* executes and delivers to the *Client* a collateral warranty in the form set out in **Appendix 1** in favour of any person specified by the *Client*, known as a beneficiary (a **Beneficiary**).

If the *Contractor* fails to provide the collateral warranties referred to in this clause or that are required by any members of the *Contractor*'s team, the *Client* may withhold 10% of any amount due from any payment to the *Contractor* if (and for so long as) the *Contractor* fails to deliver such warranties duly executed.

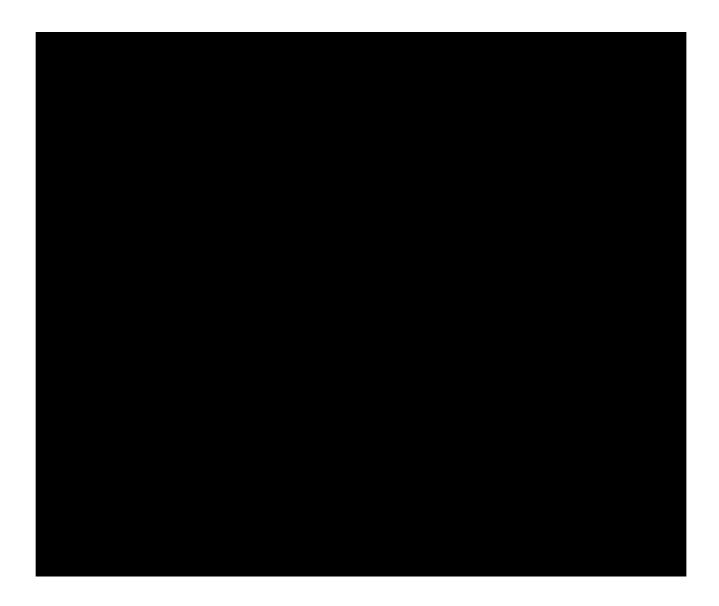
If such sums are not withheld immediately by the *Client*, this shall in no way be taken or treated as a waiver of the right, and the *Client* shall withhold these amounts in later payments until such collateral warranties are duly executed and delivered to the *Client*.

## BIM

20.1G

The *Contractor* is required to ensure all Building Information Modelling (BIM) requirements set out in the Scope and as required by Expo are met. The control of any common data environment shall be the responsibility of the *Contractor*, who shall grant a royalty free, irrevocable license to access all information contained within the model.

The *Contractor* indemnifies the *Client* against any losses, costs, damages, expenses or claims associated with its failure or default in managing the model or failing to meet the standards required by Expo.



# Using the Contractor's design

## 22.1A Add as New Clause 22.1A

The *Contractor* grants to the *Client* an irrevocable, non-exclusive, royalty-free, assignable licence to use and reproduce any of the drawings, details, specifications and calculations which have been or are prepared by or on behalf of the *Contractor* relating to the *works* and the designs contained in them ("Documents") for any purpose connected with the *works* (other than by the reproduction of such designs in any extension to the *works*) and to grant sub-licences in the terms of this licence but the copyright in the Documents shall remain vested in the *Contractor*.

The *Contractor* indemnifies the *Client* against any claim that may arise if the use of the Documents for the purposes of *works* infringe the rights of any third person.

#### Replacement of a key person

24.2A

The *Contractor* is to notify the *Project Manager* immediately should a *key person* no longer be available to work on Site or in relation to the *works*. The *Contractor* shall replace such *key person*, with an individual of the same experience and qualifications within two weeks of the *key person* not being available.

Failure of the *Contractor* to comply with its obligation to replace, and ensure such key person of the same experience and qualifications is in place, whether or not it notifies the *Project Manager* beforehand, shall be deemed a fundamental failure on behalf of the *Contractor* and for the avoidance of all doubt, shall entitle the *Client* to terminate the contract with the *Contractor* by virtue of R11, complying with clause 91.2 and/or in the alternative, allow the *Project Manager* to assess such amounts to be deducted from the amount due to the *Contractor* pursuant to clause 51.6

#### Working with the Client and Others



#### 25.3A Add as New Clause 25.3A:

The *Client* may also recover from the *Contractor* any other cost, loss and / or expense incurred or to be incurred by it as a result of any breach by the *Contractor* of an obligation to which clause 25 refers, and the *Project Manager* may assess these amounts and include such cost or loss in any assessment of the amount due in accordance with clause 51.6. These costs, losses and/or expenses are excluded from any calculation of loss associated with delay and do no form any part of any delay damages contained in X7 included under the contract.

#### **Utilities**

#### 25.4 Add as New Clause 25.4

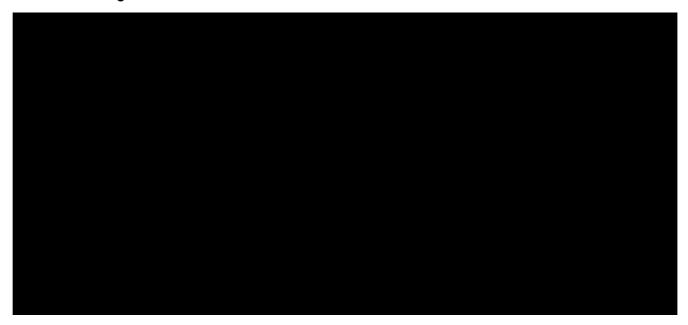
The *Contractor* takes full responsibility for the liaising with and the organising of *works* carried out at Expo (including, but not limited to power, electricity, gas, water, sewage) in relation to the *works*.

The *Contractor* provides and is responsible for an uninterrupted power supply during the course of the Construction and Fit Out works packages.

During the Maintenance Works Package phase, the *Client* shall directly liaise and contract directly with utility providers in order to power UKP. From the moment UKP is handed back to the *Contractor* in order to allow it to commence the Decommissioning Works Package phase, the responsibility for providing all necessary utilities reverts to the *Contractor*. The *Contractor* must be prepared for this handover, and indemnifies the *Client* for any costs associated with interrupted power supply.

For the avoidance of doubt, the *Contractor* is not entitled to any costs or a change to the Prices associated with any delay, effect on Defined Cost, effect on the Prices and / or disruption to the *works* by failures of Expo staff or Others in not carrying out the *works* or services they are to provide, delays in the provision of these services or damage caused as a result of the Expo carrying out their *works* or services.

#### **Subcontracting**



# 26.3A Add as New Clause 26.3A:

If a Subcontractor is approved by the *Project Manager*, the *Contractor* must ensure it is a condition of any subcontract, that the Subcontractor provides an undertaking to the *Client* that it will comply with all the provisions in the contract. If the *Client* suffers any loss or damage caused by the Subcontractor's breach, default or error, the Contractor shall fully indemnify the *Client* against all loss, cost, claim damage and / or expense associated with the Subcontractor's failure.

#### 26.5 Add as New Clause 26.5:

The *Contractor* shall ensure that each Subcontractor that the *Project Manager* identifies throughout the course of the *works*, or that the *Client* has previously identified as a key subcontractor due to design responsibility or risks associated with a subcontractors part

of the *works* (a **Key Subcontractor**), upon their appointment, executes and delivers a deed of warranty in favour of the *Client* and / or a Beneficiary in the form of the draft contained in **Appendix 2**, mutatis mutandis, with such modifications (if any) as the *Contractor* or Subcontractor or Key Subcontractor shall propose and the *Client* shall approve.

26.6 Add as New Clause 26.6:

If the *Contractor* breaches any provision or part of clause 26.5 the *Client* shall be entitled to give the *Contractor* written notice specifying the breach. If such breach is not rectified by the *Contractor* within 14 days after service of such notice then the *Client* shall deduct 10% of any amount due to the *Contractor* until such executed Sub-Contractor Collateral Warranties are provided.

#### Regulatory requirements

#### 27.4A Add as clause 27.4A:

Subject to any provisions of the Scope that expressly provides otherwise, the *Contractor* obtains all approvals, licences and consents required from Expo and complies with their lawful requirements, for or in connection with Providing the Works. The *Contractor* is not entitled to any additional amounts, nor shall there be any change to the Prices in relation to the *Contractor* obtaining any approval, license and consent as set out above. The *Contractor* indemnifies the *Client* for any losses, damages or expense whatsoever, under contract, equity, tort or otherwise due to the *Contractor*'s failure to obtain all approvals, licenses and consents from Expo.

# **Assignment**

28.1A Add as New Clause 28.1A:

The *Client* may assign the benefit of the contract or any part, share or interest herein without the consent of the *Contractor*.



#### 3. TIME

# Starting, Completion and Key Dates

30.4 Insert as New Clause 30.4:

The *Contractor* shall constantly use his best endeavours to prevent delay in the progress of the *works* or any Section, however caused, and to prevent the completion of the *works* or Section being delayed or further delayed beyond the relevant Completion Date.

30.5 Insert as New Clause 30.5:

In the event of any delay the *Contractor* shall do all that may reasonably be required to the satisfaction of the *Project Manager* to proceed with the *works* or any Section.

## The Programme

31.2A Insert new clause:

The *Contractor* must submit each programme for acceptance in native format or as the *Project Manager* otherwise requests. Failure to submit any programme in native format or in the manner requested by the *Project Manager* shall mean the programme is not deemed to have been submitted for acceptance by the *Project Manager*.



31.4 Add as New Clause 31.4

Acceptance of the programme does not confirm acceptance of an amendment to a Key Date or Completion Date (for each section of the *works* or Envelope) or waiver the requirement for Delay Damages. Alterations to a Key Date or Completion Date shall only be considered pursuant to clause 62.2.



#### Access to and use of the Site

33.2 Add as New Clause 33.2:

The *Contractor* acknowledges that there shall be Others (including Others associated with the Expo) working within the Site and the boundaries of the Site. For the avoidance of all doubt, the *Contractor* is deemed to have taken into account that it shall share the Site with Others (including Others associated with the Expo), and shall in no way be entitled to claim any additional costs or expense (through changes in Defined Cost or otherwise) or an extension of time to the Completion Date or the *Contractor's* planned completion date, if it is delayed or disrupted in any way by Others (including Others associated with the Expo) on the Site.

33.3 Add as New Clause 33.3:

The *Contractor* indemnifies the *Client* against any loss, damage and / or expense that may be claimed against it by any third party or any Others (including Others associated with the Expo) as a result of the *Contractor* or the Subcontractor or the Supplier not

properly and / or adequately sharing the Site with Others (including Others associated with the Expo).



#### Take over

#### 35.1A Add as New Clause 35.1A:

The *Client* may take over any part of the *works* ahead of the Completion Date according to the latest Accepted Programme, provided that the *Project Manager* gives the *Contractor* written notice one week prior to access being granted.

Such access will be granted and partial possession shall be granted to the *Client* to allow specific works to be carried out as described within the Scope or as many be instructed to the *Contractor*. This partial possession of any part of the *works* shall have no impact or effect on the Delay Damages, and the *Contractor* agrees that it has included within its Prices allowance for the *Client* to carry out certain works. The *Contractor* shall remain in control of the works and Site, and insurance is not affected in any way by the *Client* carrying out certain works.

# Date of Ducarrage

#### **Rate of Progress**

#### 37.1 Add as New Clause 37.1:

If, throughout the course of the carrying out the *works*, it becomes apparent to the *Project Manager* that the *Contractor's* progress is such that it will not achieve Completion by the Completion Date and / or progress has fallen (or will fall) behind the latest Accepted Programme (and not the latest programme submitted to the *Project Manager* for acceptance), and there is no justifiable extension of time due to the *Contractor*, the *Project Manager* may instruct the *Contractor* to submit a revised programme within 7 days of written request from the *Project Manager*.

Such programme revision must evidence, expressly detailing references to the *Contractor's* rate of progress, with an additional report of the revised methods and resources, including direct labour, Subcontractors, plant and materials, equipment and any other resources or other information the *Project Manager* may ask to see.

Unless the Project Manager notifies otherwise, the *Contractor* shall adapt these revised methods, which may require increases in the working hours and / or numbers of people, Subcontractors, plant and materials and equipment. The *Contractor* is solely liable for these costs, which are to be paid at its own expense, and there shall be no entitlement to a change in the Prices or extension of time as a result of the *Project Manager's* instruction to provide such a revised programme.

If the *Contractor* does not provide a revised programme as set out above, or submits such revised programme, and fails to achieve the revised rate of progress set out, the *Client* is entitled to terminate the contract with the *Contractor* by virtue of R11, complying with clause 91.2 and / or in the alternative, allow the *Client* to instruct others

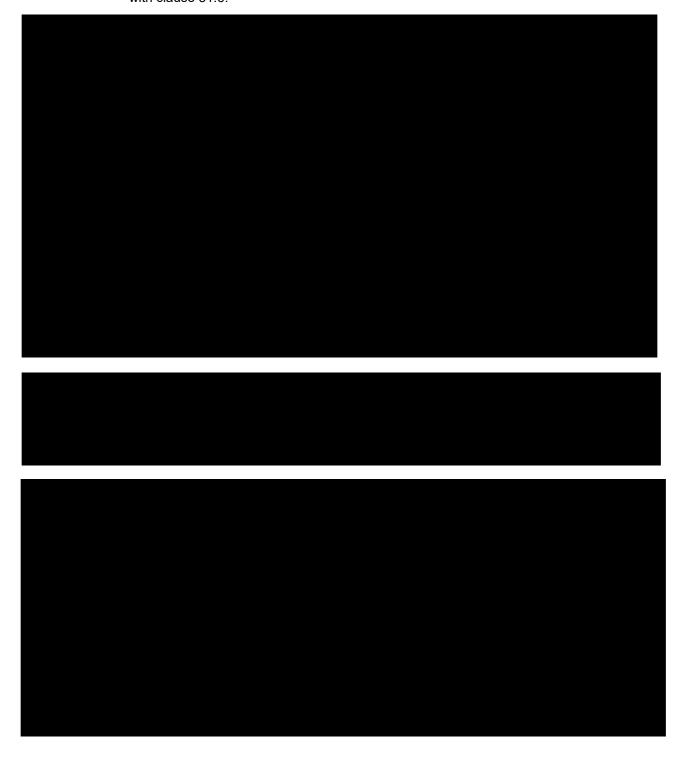
to assist the completion of the *works*, and the *Project Manager* will assess such amounts to be deducted from the amount due to the *Contractor* pursuant to clause 51.6.

#### **4. QUALITY MANAGEMENT**

# **Quality Management System**

# 40.4 Add as New Clause 40.4:

If the *Contractor* breaches any provision or part of clause 40 or fails to comply with clause 40.3, *the Project Manager* shall assess the losses or costs to the *Client*, and these costs shall be deducted from any amount due to the *Contractor* in accordance with clause 51.6.



#### **Defects Certificate**

46A Add as clause 46A:

The Defects Certificate is not evidence that the *Contractor* has complied with Core Clause 2 or Core Clause 4, and in no way negates, diminishes or affects the Contractor's responsibility or liability for carrying out the *works*.

#### 5. PAYMENT

#### Assessing the amount due

50.1A Add as New Clause 50.1A:

The due date for payment shall be 7 days from the assessment date.

At the end of existing clause, insert the following:

No failure of the *Project Manager* to retain such amounts in earlier assessments shall be treated in any way as a waiver of the right for the *Project Manager's* to retain one quarter of the Price for Work Done to Date in later assessments. The *Project Manager* shall at any time be allowed to retain such amounts if an Accepted Programme is not in place.

50.7 Add as New Clause 50.7:

Where the Client intends to pay less than the sum stated as due from him in any certificate or payment notice; or the paying Party intends to pay less than the sum so stated as due in the final payment notice or, in default of such notice, less than the amount stated as due in the relevant statement, the Party by whom the payment is stated to be payable shall not later than 1 day before the final date for payment give the other Party a Pay Less Notice. Where a Pay Less Notice is given, the payment to be made on or before the final date of payment shall not be less that the amount stated in it as due.

# Payment for off-Site Plant and Materials

50.10 Add as New Clause 50.10:

Any amount due does not include the value of any unfixed Plant and Materials (if otherwise intended to include such value under any other provision of the contract):

- if such Plant and Materials are procured by the *Contractor* or any Subcontractor prematurely (until such time as it would have been reasonable to procure them, having regard to the Accepted Programme);
- if the Contractor has not demonstrated to the Project Manager that the Contractor is competent to pass title to the Plant and Materials to the Client as intended by clause 70;

- (in the case of off-Site Plant and Materials) if the Contractor has not satisfied the Project Manager that they are in such condition as to be fit and ready for installation in the works without further treatment or preparation, are adequately protected, and are set apart and clearly marked so as to identify their destination and the interest of the Client; and
- (unless the Client is the Party obliged under the Insurance Table to insure Plant and Materials against loss and damage) if the Contractor has not satisfied the Project Manager that they are adequately insured under a policy of insurance which recognises the interest of the Client.

#### Retention

#### 50.11 Add as New Clause 50.11:

Without prejudice to any other right or remedy the *Client* has in the contract to retain amounts from the Contractor, the *Client* has a right to retain the Retention Amount from the Price for Work Done to Date due at each assessment interval.

The Retention Amount shall be retained from any amount due to the *Contractor* for the Prices for Work Done to Date up to the Completion of whole of the *works*. After this period, if no Defects / defects of any kind are outstanding, 50% of the Retention Amount shall be released. If there remain defects that do not prohibit Completion being certified, the *Client* is entitled at its sole discretion to use the entire amount of the Retention Amount to correct these defects or to pay for Others to correct these defects.

If any amounts remain in the Retention Amount after the issuance of the Defects Certificate, the *Contractor* shall be entitled to this amount as part of the final assessment.



#### **Share Savings**

51.2A

The *Contractor* shall only ever be entitled to be paid the maximum amount stated as the Total of the Prices, being the guaranteed maximum price stated within this Contract. The *Contractor* agrees to the sufficiency of the Total of the Prices to cover all costs (direct and/or indirect) to deliver the *works*, and the risk of any overrun or additional expenditure, save for compensation events, are at the risk of the *Contractor*.

The Prices are divided into specific and discrete works packages as described in the conditions of contract, Contract Data Part 1 and the Scope. The Contractor has agreed to these guaranteed maximum prices unconditionally and these are fixed and not subject to increase for the duration of the contract.

In delivering the *works* and at the issuance of the Defects Certificate, should the *Contractor* be paid less costs than the Total of the Prices in Defined Cost and Fee (or otherwise), the Contractor shall be entitled to 50% of the savings of costs less than the Total of the Prices.

In calculating the share savings amount to be paid to the *Contractor* the *Project Manager* takes in account amounts that the *Contractor* has not been paid or that the *Client* has retained, withheld or deducted from the *Contractor* by virtue of Clause 51.6,

Clause 25 and X7. These amounts will not be considered part of the Total of the Prices, and shall not be included when calculating the share savings.

#### Client Claims and Set Off

#### 51.6 Add as clause 51.6:

Should there be any reason whatsoever under the contract due to a failure of the *Contractor* to comply with the express provisions set out or as a result of failures relating to Key Performance Indicators under Secondary Option X20, or in breach of any express or implied obligations, for which the *Client* suffers any losses, expenses and claims and / or is entitled to by virtue of the contract, the *Client* shall deduct such sums from the *Contractor*. Any sums to be deducted or abated from the *Contractor* shall be contained within any *Project Manager's* certificate for payment and / or in a separate claim or invoice, issued by the *Client* to the *Contractor*.

The *Contractor* must pay the *Client*, within 28 days of receipt of such separate claim or invoice. The *Contractor* must pay the *Client* in accordance with clause 51.1 and 51.2 should a *Project Manager's* certificate for payment contain amounts to be paid to the *Client* from the Contractor. The *Contractor* shall make any payments due to the *Client* without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

Nothing contained in the contract shall oust or limit any right of the *Client* under any statute or rule of law or of equity in the nature of set-off or abatement of the Prices.

The *Client* is entitled to set-off such amounts from the *Contractor* for any amount otherwise due under the contract, or to abate or reduce the amount otherwise due under the contract (including by way of including any such deduction in a *Project Manager's* certificate for payment) as a consequence of any failures, breaches, errors, omissions or the termination of the *Contractor* under any other contract formed between the Parties.



#### 52.2 Add as New Clause 52.2:

The Contractor undertakes and warrants to impose the same or similar obligation in clause 52.1 on each of the Subcontractors.

#### **Final Assessment**

#### 53.1 Add as New Clause 53.1

Following Completion of the whole of the works, the Contractor shall submit an interim final statement to the Client, within one month prior to the defects date, which must:

• state the amount claimed for final payment (even if the amount is zero) and the basis for the calculation;

- state the period, stage of work or activity to which the application relates;
- include an detailed progress statement in relation to the works;
- state the amount of share savings the Contractor believes it is entitled to be paid;
- confirm that the works are free from Defects, or where there are Defects in the works, provide a detailed account of the reasons for this as well as an estimate of the likely date on which the works will be free of any Defects;
- confirm, and if requested, provide evidence, that all payments that have become payable to Subcontractors in respect of the works have been paid; and
- include confirmation from the Contractor that title in all of the plant, materials
  and equipment that are incorporated into the works have been transferred to
  the Client.

#### 53.2 Add as New Clause 53.2

The *Project Manager* makes as assessment of the final amount due, including any Share Savings in accordance with clause 51.2A, and certifies a final payment, if any is due, not later than

- 12 weeks after the *Supervisor* issues the Defects Certificate or
- 13 weeks after the Project Manager issues the termination certificate.

The *Project Manager* gives the *Contractor* details of how the amount due has been assessed. The final payment is made within 6 weeks of the *Project Manager's* assessment, or if a different period is stated in the Contract Data, within the period stated.

Should the final assessment result in a payment to the *Client* from the *Contractor*, the *Contractor* shall make such payment within 4 weeks of the *Project Manager's* assessment. Such amount due to the *Client* shall be considered as debt due.

#### **Audit**

#### 57.1 Add New Clause 57.1

The *Contractor* shall keep and maintain until 6 years after Completion, and warrant that the Subcontractors shall keep and maintain until 6 years after Completion or as long a period as may be agreed between the Parties, full and accurate records of;

- all expenditure reimbursed by the Client; and
- all payments made by the Contractor.

This information and all other relevant information in the *Contractor's* and Subcontractor's possession must be maintained to allow the *Client* to:

- to verify the Costs (including the amounts paid to all Subcontractors and any third party suppliers);
- to verify the *Contractor* and each Subcontractor's compliance with the statutory obligations under the contract and applicable law;

- to identify or investigate actual or suspected fraud, impropriety or accounting
  mistakes or any breach or threatened breach of security and in these
  circumstances the *Client* shall have no obligation to inform the *Contractor* of
  the purpose or objective of its investigations;
- to identify or investigate any circumstances which may impact upon the financial stability of the *Contractor* and its ability to carry out the *works*; and
- to obtain such information as is necessary to fulfil the Client's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes.

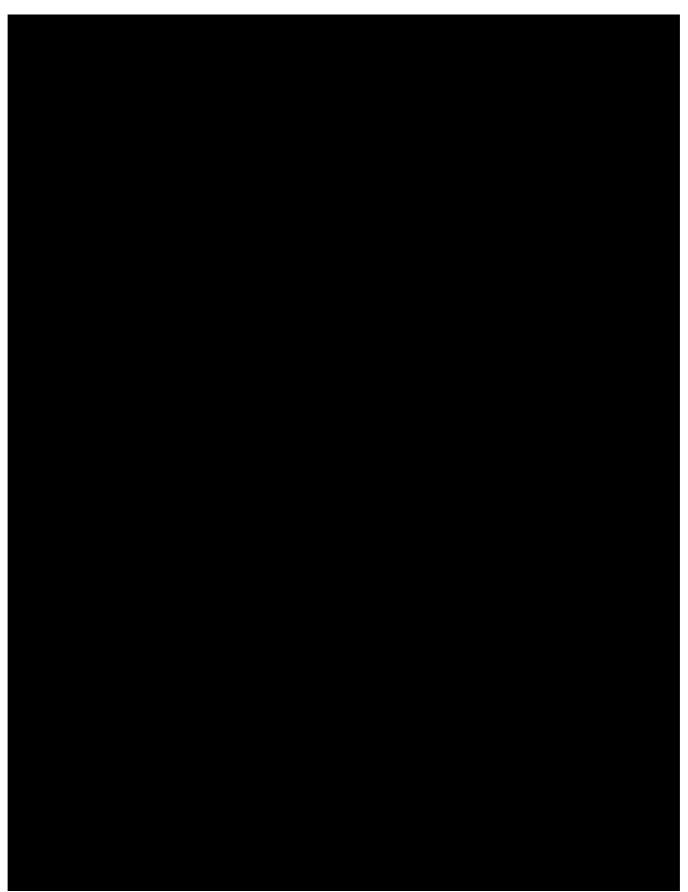
The *Contractor* shall on request afford the *Client* such access to those records at any time during the contract, until Completion, and up to six years after, as may be required in connection with the contract. The *Contractor* shall fully comply with the requirements of any audit, and must furnish all information requested within a reasonable timeframe, as well as allowing reasonable access to any site, system or personnel required to complete the audit.

#### **Prompt Payment**

#### 58.1 Add as New Clause 58.1

The *Contractor* must pay each of its Subcontractors in a timely fashion and on terms no longer than 30 days from the date on which payment is due under the subcontract. The Contractor and cannot allow or unduly cause any Subcontractor to suffer any loss and / or expense as a result of any late payment.





# **Site Conditions**

60.2A Insert New Clause 60.2A:

No failure on the part of the *Contractor* to discover or foresee any such condition, risk, contingency or circumstance (whether or not the same ought reasonably to have been discovered or foreseen) as set out in clause 60.2 shall entitle the *Contractor* to any increase to the Prices or extension to the Completion Date or planned Completion. All claims in respect thereof are hereby expressly waived by the *Contractor*.

#### 60.2B Insert New Clause 60.2B:

The *Client* gives no warranty or representation as to the condition of the site or any adjoining property or any services in or under the Site or as to the accuracy or sufficiency of any soils or survey data or other data contained in any document made available to the *Contractor* by the *Client*, or as to any recommendations or conclusions made or reached in any such document.

#### 60.8 Add as New Clause 60.8:

Without prejudice to any other provision in Core Clause 6, the *Contractor* may only be entitled to an increase to the Prices and extension to the Completion Date or planned Completion if so permitted under clause 60.1 for the relevant compensation event. Those compensation events that expressly state there shall be no change to the Prices will only entitle the *Contractor* to an extension to the Completion Date, assessed in accordance with clause 63.



Assessing co	ompensation events
63.1A	Include New Clause 63.1A:
	For the avoidance of doubt, the <i>Contractor</i> shall not be entitled to any increase to the Prices for a Force Majeure compensation event (notified under clause 60.1(19). This clause does not affect the provision and effect of clause 63.3
63.1B	Include New Clause 63.1B:
	For the avoidance of doubt if an instruction is issued under the contract postponing work for reasons related to Epidemic Measures there shall be no adjustment to the Prices under the contract and / or no entitlement for the <i>Contractor</i> to seek general damages connected to the postponement whether under the contract or otherwise.
63.3A	Include New Clause 63.3A:
	For the avoidance of doubt the Parties acknowledge that an act or omission which is in

response to or connection with Epidemic Measures will not amount to impediment or prevention or default under this clause.



#### Insurance Cover

# 83.1

#### Requirement to maintain

Without prejudice to its obligation to indemnify or otherwise be liable to the *Client* under this contract, the *Contractor* will, from the date of this contract, take out and maintain or procure the taking out and maintenance in full force and effect insurances in accordance with the requirements specified in the Insurance Table (at clause 83.15) and any other insurances as may be required by law or relevant regulation (together the Required Insurances).

The Contractor will ensure that the Required Insurances are effective in each case not later than the date on which the relevant risk commences.

#### Quality of the 83.2 insurances

The Required Insurances referred to in clause 83.1 will be taken out and maintained with insurers who (in the reasonable opinion of the Client) are of good financial standing, appropriately regulated and of good repute in the United Kingdom insurance market.

## Non invalidation 83.3 obligations

The Contractor will not (and the Contractor will procure that none of its Subcontractors of any tier will not) take any action, or permit anything to occur in relation to it, which would entitle any insurer to refuse to pay any claim under any insurance policy in which that party is an insured, a co-insured or additional insured person.

#### Insurance of the 83.4 contract

The Insurances referred to in clause 83.1 will:

- a) Where specified in the Insurance Table (at clause 83.15) name the *Client* as co-insured for its separate interest.
- b) Where specified in the Insurance Table (at clause 83.15) provide for non-vitiation and severability of interests protection in respect of any claim made by the Client as a co-insured.
- c) Where specified in the Insurance Table (at clause 83.15), include an undertaking from the relevant insurer to waive all rights of subrogation howsoever arising and/or claims against the Client, its employees, servants or agents which they may have or acquire, arising out of any occurrence in respect of which any claim is admitted and is insured under the Required Insurances. The provisions of this clause 83.4c) will not apply against any *Client* officer, director, employee, agent and assign who has caused or contributed to such an occurrence or claim by fraud, deliberate misrepresentation, deliberate nondisclosure or deliberate breach of policy condition.
- d) Be maintained from the date referred to in clause 83.1 above and until at least the expiry or termination of this contract and for such further period as may be specified in the Insurance Table (at clause 83.15) subject to the terms, cover features and extensions and principal exclusions as specified in the Insurance Table (at clause 83.15).
- e) Be maintained from time to time (as far as is reasonably practicable), on terms no less favourable than those generally available to a contractor in respect of the risks insured in the United Kingdom insurance market from time to time.

# Requirements 83.5 of the Contractor

The *Contractor* will without limiting any specific requirements in this contract, take or procure the taking of all reasonable risk management and risk control measures in relation to this contract as it would be reasonable to expect of a contractor, acting in accordance with industry best practice, including but not limited to the investigation and reporting of its claims to insurers.

#### Evidence of the Required Insurances

**83.6** The *Contractor* will provide, on request, to the *Client*:

- a) Evidence of the Required Insurances, in a form satisfactory to the Client; and
- b) Evidence, in a form satisfactory to the *Client*, that the premiums payable under the Required Insurances have been paid and that the insurances are in full force and effect and meet the insurance requirements of the *Contractor* in respect thereof.
- c) Neither inspection, nor receipt of such evidence, will constitute acceptance by the *Client* of the terms thereof, nor be a waiver of the *Contractor's* liability under this contract.
- 83.7 Evidence, in a form satisfactory to the *Client*, of the insurances required by clause 83.1 (Requirement to Maintain) will be obtained as and when requested and certified copies will be forwarded to the *Client* as soon as possible but in any event no later than two (2) weeks following the *Client* request or the relevant insurance policy renewal date.

#### Cancellation 83.8

- a) Where the insurers purport to cancel, suspend or terminate the Required Insurances, the *Contractor* will procure that the insurers will, as soon as is reasonably practicable, notify the *Contractor* in writing in the event of any such proposed suspension, cancellation or termination.
- b) Where the *Contractor* receives notification from insurers pursuant to clause 83.8a), the *Contractor* will promptly notify the *Client* in writing of receipt of such proposed suspension, cancellation or termination

# Insurance 83.9 claims

- The *Contractor* will promptly notify to insurers any matter arising from or in relation to this contract from which it may be entitled to claim under any of the Required Insurances.
- 83.10 Except where the *Client* is the claimant party and without limiting the other provisions of this clause, the *Contractor* will notify the *Client* immediately, (such notification to be accompanied by reasonable particulars of the incident or circumstances giving rise to such claim):
  - a) Of any incident or circumstances which may give rise to any claim amounting to or in excess of [one hundred thousand] pounds (£100,000) in connection with this contract under any of the Required Insurances.
  - b) If the incident or circumstances may give rise to any claim in connection with this contract, which may be in excess of the limits of the Required Insurances.

#### Failure to insure 83.11

If the *Contractor* is in breach of clause 83.1 the *Client* may pay (at its option) any premiums, Insurance Premium Tax and insurance broker costs required to keep such insurance in force or itself procure such

insurance, and in either case, recover such amounts from the Contractor on written demand, together with all reasonable expenses incurred in procuring such insurance.

#### Premiums 83.12

Where any policy requires the payment of a premium, the *Contractor* will be liable for such premium.

#### Deductibles or excess

83.13

- a) Where any insurance is subject to an excess or deductible below which the indemnity from the insurers is excluded, the Contractor will be liable for such excess or deductible.
- b) The *Contractor* will not be entitled to recover from the *Client* any sum paid by way of excess or deductible under the insurances whether under the terms of this contract or otherwise.

# Application of 83.14 insurance proceeds

All insurance proceeds received under the Construction "All Risks" Insurance referred to in the Insurance Table (at clause 83.15), will be applied to repair, reinstate and replace each part or parts of the insured property in respect of which the proceeds were received.

#### Insurance Table 83.15

#### 1. Construction "All Risks" Insurance (CAR)

#### 1.1 Insureds

- 1. Contractor
- 2. Client

as appropriate, each for their respective rights and interests in this contract.

# 1.2 Insured property

The permanent and temporary works, materials, goods, plant and equipment for incorporation in the works plus Plant, Materials and Equipment and all other property used or for use in connection with works associated with this contract.

#### 1.3 Coverage

"All Risks" of physical loss, damage or destruction to the insured property (as specified in paragraph 1.2 above) unless otherwise excluded.

#### 1.4 Sum insured

Not less than twenty-four million pounds (£24,000,000) in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but in the annual aggregate in respect of pollution liability (to the extent insured by the policy).

## 1.5 Territorial limits

The Republic of Japan, the UK and any other territory in which contract services are delivered and including offsite storage and during inland transit.

# 1.6 Period of insurance

From the date of this contract until the completion of the *works* and thereafter in respect of defects liability until expiry of the defects liability period.

#### 1.7 Cover features and extensions

- 1. Additional costs of completion clause
- 2. Professional fees clause
- 3. Debris removal clause
- 4. Seventy two (72) hour clause
- 5. Public authorities clause
- 6. Automatic reinstatement of sum insured clause
- 7. Loss minimisation
- 8. Temporary repairs
- 9. Offsite storage and repairs
- 10. Client co-insured party status with attendant non vitiation, waiver of subrogation and notice of cancellation in accordance with clause 83.4a), 83.4b), 83.4c and 83.8a) of this contract

# 1.9 Principal exclusions

- 1. War and related perils.
- 2. Nuclear/radioactive risks.
- 3. Wear, tear and gradual deterioration.
- 5. Consequential financial losses.
- 6. Cyber risks.
- 7. Inventory losses, fraud and employee dishonesty
- 8. Faulty design, workmanship and materials
- 9. Communicable disease
- 10. Earthquake

# 2. Third Party Public Liability Insurance

# 2.1 Insured

Contractor

# 2.2. Interest

To indemnify the insured (as specified in paragraph 2.1 above) in respect of all sums that the insured (as specified in paragraph 2.1 above) may become legally liable to pay whether contractually or otherwise (including claimant's costs and expenses) as damages in respect of accidental;

- 1. death or bodily injury, illness or disease contracted by any person;
- 2. loss or damage to property;
- 3. interference to property or any easement right of air, light, water or way or the enjoyment or use thereof by obstruction, trespass, nuisance, loss of amenities;

happening during the period of insurance (as specified in paragraph 2.6 below) and arising out of or in connection with this contract.

# 2.3 Limit of indemnity

Not less than ten million pounds (£10,000,000) in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but in the annual aggregate in respect of pollution liability (to the extent insured by the policy).

## 2.4 Territorial limits

The Republic of Japan, the UK and any other territory in which contract services are delivered.

#### 2.6 Period of insurance

From the date of this contract until the completion of the *works* and thereafter in respect of defects liability until expiry of the defects liability period.

#### 2.7 Cover features and extensions

- 1. Cross liability clause
- 2. Legal defence costs
- 3. Waiver of subrogation in accordance with clause 83.4(c)

#### 2.8 Principal exclusions

- 1. War and related perils.
- 2. Nuclear/radioactive risks.
- 3. Liability for death, illness, disease or bodily injury sustained by employees of the insured (as specified in paragraph 2.1 above) arising out of the course of their employment.
- 4. Liability in respect of loss or damage to property in the care, custody and control of the insured (as specified in paragraph 2.1 above) but this exclusion is not to apply to all property belonging to the *Client* which is in the care, custody and control of the insured (as specified in paragraph 2.1 above).
- 5. Liability arising from the ownership, possession or use of any aircraft or marine vessels.

- 6. Liability arising from pollution and contamination unless caused by a sudden, unintended unexpected and accidental occurrence.
- 7. Losses indemnified under the Construction "All Risks" Insurance policy (as specified in paragraph 1above).
- 8. Liability arising from toxic mould
- 9. Liability arising from asbestos
- 10. Cyber risks
- 11. Communicable disease

# 3. Professional Indemnity Insurance

#### 3.1 Insured

Contractor

#### 3.2 Interest

To indemnify the insured (as specified in paragraph 3.1 above) for all sums which the insured (as specified in paragraph 3.1 above) may become legally liable to pay (including claimant's costs and expenses) as a result of any claim or claims first made against the insured (as specified in paragraph 3.1 above) during the period of insurance (as specified in paragraph 3.5 below) by reason of any act, error and/or omission arising from or in connection with professional services, advice, design and specification in relation to this contract.

# 3.3 Limit of Indemnity

Not less than five million pounds (£5,000,000) in respect of any one claim, and in the annual aggregate during the period of insurance (as specified in paragraph 3.5 below).

# 3.4 Territorial limits

The Republic of Japan, the UK and any other territory in which contract services are delivered.

#### 3.5 Period of insurance

From the date of this contract for the duration of this contract renewable on an annual basis unless agreed otherwise by the parties and a period of six (6) years following the expiry or termination of this contract whichever occurs earlier.

#### 3.6 Cover features and extensions

- 1. Loss of documents and computer records extension.
- 2. Legal liability assumed under contract, duty of care agreements and collateral warranties.

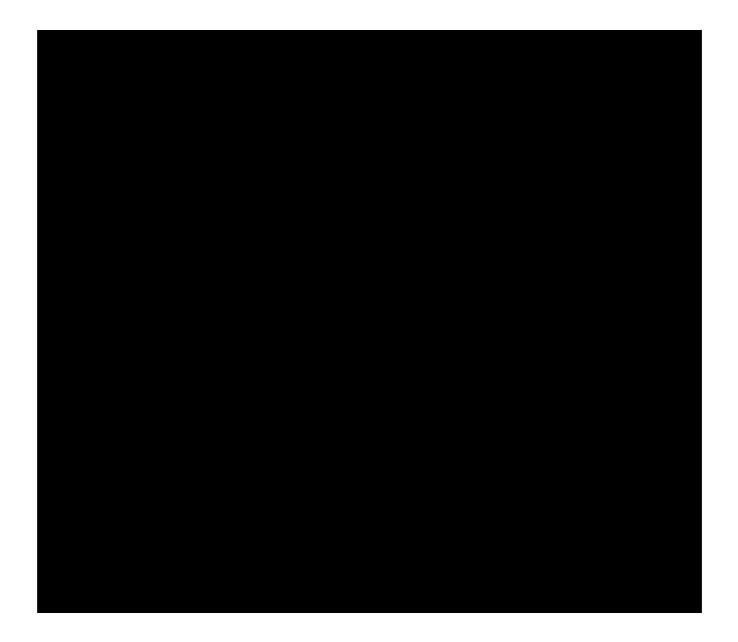
3. Retroactive cover from the date of this contract or retroactive date no later than the date of this contract in respect of any policy provided on a claims made form of policy wording.

# 3.7 Principal exclusions

- 1. War and related perils.
- 2. Nuclear/radioactive risks.
- 3. Insolvency of the insured (as specified in paragraph 3.1 above).
- 4. Bodily injury, sickness, disease or death sustained by any employee of the insured (as specified in paragraph 3.1 above) in the course of their employment
- 4. Policies to be taken out as required by law.

Parties to this contract are required to meet their statutory insurance obligations in full, including but not limited to Employers Liability insurance or local equivalent. Any such insurance will be maintained from the date of this contract throughout the period of this contract. Employer's Liability insurance coverage must be in the level stated in Contract Data Part 1.











#### **OPTION X7: DELAY DAMAGES**



# X7.4 Add new clause as follows:

For the avoidance of doubt, for delay damages associated with the Section for (2) *Completion of the pavilion*, completion shall only be deemed after all tests and inspections are carried out and completed following Fit Out of the pavilion. Completion of the pavilion, can therefore **only** occur after Fit Out has taken place, and the Contractor is not entitled to any argument that suggests (2) *Completion of the pavilion* has taken place prior to all Fit Out works being complete.

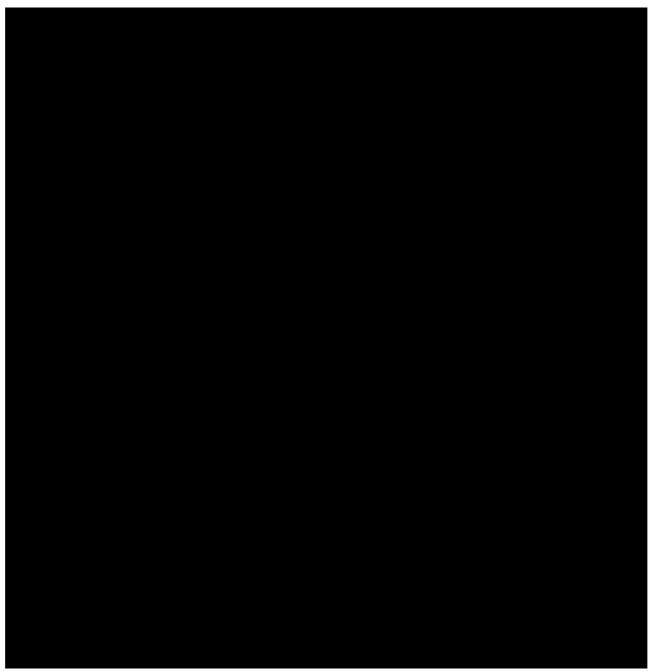
#### X7.5 Add new clause as follows:

If the Contractor causes delay to the completion of Section (5) Decommissioning, dismantling and site hand back, which is ostensibly the last part of the works to be completed, the Client shall grant the Contractor a two week grace period, where no delay damages will be levied. Thereafter delay damages will be £1,000 (one-thousand pounds) per day. These delay damages will be levied at this amount until the Expo deadline for site clearance of 13 April 2026. Thereafter, if the Contractor has still not completed the works and handed back the Site, the Contractor unconditionally and irrecoverably agrees that it shall indemnify the Client for any losses, costs damage, expense and/or claims associated with the Contractor's delay. The Contractor is not entitled to rely upon any argument, defence of claim of set off, relating to these amounts being associated with a liquidated damage, and agree that the indemnification of the Client as above is not a penalty.

#### **OPTION X11: TERMINATION BY THE CLIENT**

# X11.3 Add as New Clause X11.3:

Notwithstanding anything to the contrary contained in the contract, if the Client exercises their right under clause X11, the Contractor shall not be entitled to any indirect or consequential losses, loss of profit, loss of opportunity, loss of earnings, and no other compensation.



**Z4:** Include Crown Commercial Services Standard 'Boilerplate' amendments

Insert new clause 11.3 additional defined terms.

11.3 (1) Client Confidential Information is all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel,

and contractors of the *Client*, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential.

- 11.3 (2) Client Data is the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and
  - which are supplied to the *Contractor* by or on behalf of the *Client*,
  - which the Contractor is required to generate, process, store or transmit pursuant to this contract or
  - which are any Personal Data for which the *Client* is the Data Controller to the extent that such Personal Data is held or processed by the Contractor.
  - 11 (3) Commercially Sensitive Information is the information agreed between the Parties (if any) comprising the information of a commercially sensitive nature relating to the *Contractor*, the charges for the works, its IPR or its business or which the *Contractor* has indicated to the *Client* that, if disclosed by the *Client*, would cause the *Contractor* significant commercial disadvantage or material financial loss.
- 11.3 (4) Confidential Information is the Client's Confidential Information and/or the Contractor's Confidential Information.
- 11.3 (5) Contracting Body is any Contracting Body as defined in Regulation 5(2) of the Public Contracts (Works, Service and Supply) (Amendment) Regulations 2000 other than the Client.
- 11.3 (6) Contractor's Confidential Information is any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and contractors of the *Contractor*, including IPRs, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including the Commercially Sensitive Information.
- 11.3 (7) Crown Body is any department, office or agency of the Crown.
- 11.3 (8) Data Controller has the meaning given to it in the Data Protection Act 2018.
- 11.3 (9) DOTAS is the Disclosure of Tax avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.
- 11.3 (10) Environmental Information Regulations is the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner in relation to such regulations.
- 11. 3(11) FOIA is the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.
- 11.3 (12) General Anti-Abuse Rule is
  - the legislation in Part 5 of the Finance Act 2013 and

• any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements and to avoid national insurance contributions.

11.3 (13) Halifax Abuse Principle is the principle explained in the CJEU Case C-255/02 Halifax and others.

## 11.3 (14) Intellectual Property Rights or "IPRs" is

- copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information,
- applications for registration, and the right to apply for registration, for any of the rights listed in the first bullet point that are capable of being registered in any country or jurisdiction,
- all other rights having equivalent or similar effect in any country or jurisdiction and
- all or any goodwill relating or attached thereto.

11.3 (15) Law is any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the *Contractor* is bound to comply under the *law of the contract*.

# 11.3(16) An Occasion of Tax Non-Compliance is

- where any tax return of the *Contractor* submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of
- a Relevant Tax Authority successfully challenging the *Contractor* under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle or
- the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to a Relevant Tax Authority under DOTAS or any equivalent or similar regime and

where any tax return of the *Contractor* submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Contract Date or to a civil penalty for fraud or evasion.

11.3(17) Personal Data has the meaning given to it in the Data Protection Act 2018.

#### 11.3 (18) Prohibited Act is

- to directly or indirectly offer, promise or give any person working for or engaged by the *Client* or other Contracting Body or any other public body a financial or other advantage to
- induce that person to perform improperly a relevant function or activity or
- · reward that person for improper performance of a relevant function or activity,
- to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this contract,

- · committing any offence
- under the Bribery Act 2010 (or any legislation repealed or revoked by such Act),
- under legislation or common law concerning fraudulent acts or
- defrauding, attempting to defraud or conspiring to defraud the *Client* or
- any activity, practice or conduct which would constitute one of the offences listed above if such activity, practice or conduct had been carried out in the UK.
- 11.3 (19) Request for Information is a request for information or an apparent request under the Code of Practice on Access to government Information, FOIA or the Environmental Information Regulations.
- 11.3 (20) Relevant Requirements are all applicable Laws relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.
- 11.3 (21) Relevant Tax Authority is HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the *Contractor* is established.
- 11.3 (22) Security Policy means the *Client*'s security policy attached as Appendix 1 to Contract Schedule J (Security Provisions) as may be updated from time to time.

#### **Admittance to Site**

Insert new clause 19A:

19A.1 The *Contractor* submits to the *Project Manager* details of people who are to be employed by it and its Subcontractors in Providing the Works. The details include a list of names and addresses, the capabilities in which they are employed, and other information required by the *Project Manager*.

19A.2 The *Project Manager* may instruct the *Contractor* to take measures to prevent unauthorised persons being admitted to the Site.

19A.3 Employees of the *Contractor* and its Subcontractors are to carry a *Client's* pass and comply with all conduct requirements from the *Client* whilst they are on the parts of the Site identified in the Scope.

19A.4 The *Contractor* submits to the *Project Manager* for acceptance a list of the names of the people for whom passes are required. On acceptance, the *Project Manager* issues the passes to the *Contractor*. Each pass is returned to the *Project Manager* when the person no longer requires access to that part of the Site or after the *Project Manager* has given notice that the person is not to be admitted to the Site.

19A.5 The *Contractor* does not take photographs of the Site or of work carried out in connection with the *works* unless it has obtained the acceptance of the *Project Manager*.

19A.6 The *Contractor* takes the measures needed to prevent its and its Subcontractors' people taking, publishing or otherwise circulating such photographs.

#### Prevention of fraud and bribery

Insert new clauses:

18.4.1 The *Contractor* represents and warrants that neither it, nor to the best of its knowledge any of its people, have at any time prior to the Contract Date

- committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act or
- been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

18.4.2 During the carrying out of the works the Contractor does not

- commit a Prohibited Act and
- do or suffer anything to be done which would cause the *Client* or any of the *Client's* employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

## 18.4.3 In Providing the Works the *Contractor*

• establishes, maintains and enforces, and requires that its Subcontractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act,

- keeps appropriate records of its compliance with this contract and make such records available to the Client on request and
- provides and maintains and where appropriate enforces an anti-bribery policy (which shall be disclosed to the *Client* on request) to prevent it and any *Contractor's* people or any person acting on the *Contractor's* behalf from committing a Prohibited Act.

18.4.4 The *Contractor* immediately notifies the *Client* in writing if it becomes aware of any breach of clause 18.4.1, or has reason to believe that it has or any of its people or Subcontractors have

- been subject to an investigation or prosecution which relates to an alleged Prohibited Act,
- been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act or
- received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this contract or otherwise suspects that any person or party directly or indirectly connected with this contract has committed or attempted to commit a Prohibited Act.

18.4.5 If the *Contractor* makes a notification to the *Client* pursuant to clause 18.4.4, the *Contractor* responds promptly to the *Client*'s enquiries, co-operates with any investigation, and allows the *Client* to audit any books, records and/or any other relevant documentation in accordance with this contract.

18.4.6 If the *Contractor* breaches Clause 18.4.3, the *Client* may by notice require the *Contractor* to remove from carrying out the *works* any person whose acts or omissions have caused the *Contractor*'s breach.

# Legislation and Official secrets

Insert new clauses:

20.5 The Contractor complies with Law in the carrying out of the works.

20.6 The Official Secrets Acts 1911 to 1989 and, where appropriate, the provisions of section 11 of the Atomic Energy Act 1946 apply to this contract.

20.7 The Contractor notifies its employees and its Subcontractors of their duties under these Acts.

#### Freedom of information

Insert new clauses:

29.3 The *Contractor* acknowledges that unless the *Project Manager* has notified the *Contractor* that the *Client* is exempt from the provisions of the FOIA, the *Client* is subject to the requirements of the Code of Practice on Government Information, the FOIA and the Environmental Information Regulations. The *Contractor* cooperates with and assists the *Client* so as to enable the *Client* to comply with its information disclosure obligations.

29.4 The Contractor

- transfers to the *Project Manager* all Requests for Information that it receives as soon as practicable and in any event within two working days of receiving a Request for Information,
- provides the *Project Manager* with a copy of all information in its possession, or power in the
  form that the *Project Manager* requires within five working days (or such other period as the *Project Manager* may specify) of the *Project Manager*'s request,
- provides all necessary assistance as reasonably requested by the *Project Manager* to enable
  the *Client* to respond to the Request for Information within the time for compliance set out in
  section 10 of the FOIA or regulation 5 of the Environmental Information Regulations and
- procures that its Subcontractors do likewise.
- 29.5 The *Client* is responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, FOIA or the Environmental Information Regulations.
- 29.6 The *Contractor* does not respond directly to a Request for Information unless authorised to do so by the *Project Manager*.
- 29.7 The *Contractor* acknowledges that the *Client* may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of information Act 2000, be obliged to disclose information without consulting or obtaining consent from the *Contractor* or despite the *Contractor* having expressed negative views when consulted.
- 29.8 The *Contractor* ensures that all information is retained for disclosure throughout the *period for retention* and permits the *Project Manager* to inspect such records as and when reasonably requested from time to time.

#### **Confidentiality and Information Sharing**

Insert a new clause

29.9 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this contract, each Party shall

- treat the other Party's Confidential Information as confidential and safeguard it accordingly,
- not disclose the other Party's Confidential Information to any other person without prior written consent,
- immediately notify the other Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information and
- notify the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 29.10 The clause above shall not apply to the extent that
  - such disclosure is a requirement of the Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause Z10 (Freedom of Information),

- such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner,
- such information was obtained from a third party without obligation of confidentiality,
- such information was already in the public domain at the time of disclosure otherwise than by a breach of this contract or
- it is independently developed without access to the other party's Confidential Information.
- 29.11 The *Contractor* may only disclose the *Client's* Confidential Information to the people who are directly involved in Providing the Works and who need to know the information, and shall ensure that such people are aware of and shall comply with these obligations as to confidentiality.

The *Contractor* shall not, and shall procure that the *Contractor's* people do not, use any of the Client Confidential Information received otherwise than for the purposes of this contract.

29.12 The *Contractor* may only disclose the Client Confidential Information to *Contractor's* people who need to know the information, and shall ensure that such people are aware of, acknowledge the importance of, and comply with these obligations as to confidentiality. In the event that any default, act or omission of any *Contractor's* people causes or contributes (or could cause or contribute) to the *Contractor* breaching its obligations as to confidentiality under or in connection with this contract, the *Contractor* shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any *Contractor's* people, the *Contractor* shall provide such evidence to the *Client* as the *Client* may reasonably require (though not so as to risk compromising or prejudicing the case) to demonstrate that the *Contractor* is taking appropriate steps to comply with this clause, including copies of any written communications to and/or from *Contractor's* people, and any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with *Contractor's* people in connection with obligations as to confidentiality.

29.13 At the written request of the *Client*, the *Contractor* shall procure that those members of the *Contractor*'s people identified in the *Client*'s request signs a confidentiality undertaking prior to commencing any work in accordance with this contract.

29.14 Nothing in this contract shall prevent the *Client* from disclosing the *Contractor's* Confidential Information

- to any Crown Body or any other Contracting Bodies. All Crown Bodies or Contracting Bodies
  receiving such Confidential Information shall be entitled to further disclose the Confidential
  Information to other Crown Bodies or other Contracting Bodies on the basis that the
  information is confidential and is not to be disclosed to a third party which is not part of any
  Crown Body or any Contracting Body,
- to a professional adviser, contractor, consultant, supplier or other person engaged by the Client or any Crown Body (including any benchmarking organisation) for any purpose connected with this contract, or any person conducting an Office of Government Commerce Gateway Review,
- for the purpose of the examination and certification of the Client's accounts,
- for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the *Client* has used its resources,
- for the purpose of the exercise of its rights under this contract or
- to a proposed successor body of the Client in connection with any assignment,

novation or disposal of any of its rights, obligations or liabilities under this contract,

and for the purposes of the foregoing, disclosure of the Contractor's Confidential Information shall be on a confidential basis and subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the *Client* under this clause 29.14.

- 29.15 The *Client* shall use all reasonable endeavours to ensure that any government department, Contracting Body, people, third party or subcontractor to whom the *Contractor*'s Confidential Information is disclosed pursuant to the above clause is made aware of the *Client*'s obligations of confidentiality.
- 29.16 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.
- 29.17 The Client may disclose the Confidential Information of the Contractor
- to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement,
- to the extent that the *Client* (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions,

#### **Security Requirements**

The *Contractor* complies with, and procures the compliance of the *Contractor's* people, with the Security Policy and the Security Management Plan produced by the *Contractor* and the *Contractor* shall ensure that the Security Management Plan fully complies with the Security Policy and Contract Schedule J.

#### **Tax Compliance**

Insert new clauses:

29.18 The *Contractor* represents and warrants that at the Contract Date, it has notified the *Client* in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance.

29.19 If, at any point prior to the *defects date*, an Occasion of Tax Non-Compliance occurs, the *Contractor* shall

- notify the Client in writing of such fact within 5 days of its occurrence and
- promptly provide to the *Client*
- details of the steps which the *Contractor* is taking to address the Occasions of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant and
- such other information in relation to the Occasion of Tax Non-Compliance as the *Client* may reasonably require.

# Fair payment

Insert a new clause:

57.1 The *Contractor* assesses the amount due to a Subcontractor without taking into account the amount certified by the *Project Manager*.

57.2 The *Contractor* includes in the contract with each Subcontractor

- a period for payment of the amount due to the Subcontractor not greater than 5 days after the final date for payment in this contract. The amount due includes, but is not limited to, payment for work which the Subcontractor has completed from the previous assessment date up to the current assessment date in this contract,
- a provision requiring the Subcontractor to include in each subsubcontract the same requirement (including this requirement to flow down, except that the period for payment is to be not greater than 9 days after the final date for payment in this contract and
- a provision requiring the Subcontractor to assess the amount due to a subsubcontractor without taking into account the amount paid by the *Contractor*.



#### **SCHEDULE J**

#### 1. CONTRACT SCHEDULE J - SECURITY PROVISIONS

#### 1.1 Definitions

For the purposes of this schedule the following terms shall have the meanings given below:

"Affiliates"

in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;

#### "Breach of Security"

in accordance with the Security Requirements and the Security Policy, the occurrence of:

- (a) any unauthorised access to or use of the works the Client Premises, the Sites, the Contractor System and/or any ICT, information or data (including the Confidential Information and the Client Data) used by the Client and/or the Contractor in connection with this contract; and/or
- (b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Client Data), including any copies of such information or data, used by the *Client* and/or the *Contractor* in connection with this contract.

"Clearance"

means national security clearance and employment checks undertaken by and/or obtained from the Defence Vetting Agency;

"Contractor Equipment"

the hardware, computer and telecoms devices and equipment supplied by the *Contractor* or its Subcontractors (but not hired, leased or loaned from the *Client*) for the carrying out of the *works*;

"Contractor Software"

software which is proprietary to the *Contractor*, including software which is or will be used by the *Contractor* for the purposes of carrying out of the *works*;

"Contractor System"

the information and communications technology system used by the *Contractor* in carrying out of the *works* including the Software, the *Contractor* Equipment and related cabling (but excluding the Client System);

"Control"

means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management

and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and

"Controls" and "Controlled" shall be interpreted accordingly;

#### "Default"

any breach of the obligations of the relevant party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant party, its employees, servants, agents or Sub contractors in connection with or in relation to the subject-matter of this contract and in respect of which such party is liable to the other;

# "Dispute Resolution Procedure"

the dispute resolution procedure set out in this contract (if any) or as agreed between the parties;

"Client Premises"

means premises owned, controlled or occupied by the *Client* or its Affiliates which are made available for use by the *Contractor* or its Subcontractors for carrying out of the *works* (or any of them) on the terms set out in this contract or any separate agreement or licence:

#### "Client System"

the *Client*'s computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the *Client* or the *Contractor* in connection with this contract which is owned by or licensed to the *Client* by a third party and which interfaces with the *Contractor* System or which is necessary for the *Client* to receive the *works*;

# "Environmental Information Regulations"

the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;

"FOIA"

the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;

# "Good Industry Practice"

the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector;

"ICT" information and communications technology;

"ICT Environment" the Client System and the Contractor System;

"Impact Assessment" an assessment of a Compensation Event;

"Information" has the meaning given under section 84 of the Freedom of Information Act 2000:

"Information Assets Register"

the register of information assets to be created and maintained by the *Contractor* throughout the carrying out of the *works* as described in the contract (if any) or as otherwise agreed between the parties; "ISMS"

the Information Security Management System as defined by ISO/IEC 27001. The scope of the ISMS will be as agreed by the parties and will directly reflect the scope of the *works*;

"Know-How"

all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the *works* but excluding know how already in the *Contractor's* or the *Client's* possession before this contract;

"List x"

means, in relation to a Subcontractor, one who has been placed on List x in accordance with Ministry of Defence guidelines and procedures, due to that Sub contractor undertaking work on its premises marked as CONFIDENTIAL or above;

"Malicious Software"

any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

"Process"

has the meaning given to it under the Data Protection Legislation but, for the purposes of this contract, it shall include both manual and automatic processing;

"Protectively Marked"

shall have the meaning as set out in the Security Policy Framework.

"Regulatory Bodies"

those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this contract or any other affairs of the *Client* and "Regulatory Body" shall be construed accordingly;

"Request for Information"

a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;

"Security Management Plan"

the *Contractor's* security plan prepared pursuant to paragraph 1.5.3 of schedule J (Security Management Plan) an outline of which is set out in Appendix 1 of schedule J (Security Management Plan);

"Security Policy Framework"

means the Cabinet Office Security Policy Framework (available from the Cabinet Office Security Policy Division);

"Security Requirements"

means the requirements in the contract relating to security of the carrying out of the *works* (if any) or such other requirements as the *Client* may notify to the *Contractor* from time to time

"Security Tests"

shall be those proposed by the Contractor and approved by the

Client within 2 weeks of the Contract Date (Security

Management Plan)

"Software"

Specially Written Software, Contractor Software and Third Party

Software;

"Specially Written Software"

any software created by the *Contractor* (or by a third party on behalf of the *Contractor*) specifically for the purposes of this

contract;

"Staff Vetting Procedures"

the *Client*'s procedures and departmental policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Act 1911 to

1989;

"Statement of Applicability" shall have the meaning set out in ISO/IEC 27001 and as agreed by the parties during the procurement phase;

"Standards"

the British or international standards, *Client's* internal policies and procedures, Government codes of practice and guidance together with any other specified policies or procedures referred to in this contract (if any) or as otherwise agreed by the parties;

"Third Party Software"

software which is proprietary to any third party other than an Affiliate of the *Contractor* which is or will be used by the *Contractor* for the purposes of carrying out of the *works*; and

#### 1.2 Introduction

#### 1.2.1 This schedule covers:

- 1.2.1.1 principles of protective security to be applied in carrying out of the *works*:
- 1.2.1.2 wider aspects of security relating to carrying out of the *works*;
- 1.2.1.3 the development, implementation, operation, maintenance and continual improvement of an ISMS;
- 1.2.1.4 the creation and maintenance of the Security Management Plan;
- 1.2.1.5 audit and testing of ISMS compliance with the Security Requirements;
- 1.2.1.6 conformance to ISO/IEC 27001 (Information Security Requirements Specification) and ISO/IEC27002 (Information Security Code of Practice) and;
- 1.2.1.7 obligations in the event of actual, potential or attempted breaches of security.

# 1.3 Principles of Security

- 1.3.1 The *Contractor* acknowledges that the *Client* places great emphasis on the confidentiality, integrity and availability of information and consequently on the security provided by the ISMS.
- 1.3.2 The *Contractor* shall be responsible for the effective performance of the ISMS and shall at all times provide a level of security which:
  - 1.3.2.1 is in accordance with Good Industry Practice, the *law of the contract* and this contract;
  - 1.3.2.2 complies with the Security Policy;
  - 1.3.2.3 complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4) available from the Cabinet Office Security Policy Division (COSPD);
  - 1.3.2.4 meets any specific security threats to the ISMS; and
  - 1.3.2.5 complies with ISO/IEC27001 and ISO/IEC27002 in accordance with paragraph 1.3.2 of this schedule; 1.3.2.6 complies with the Security Requirements; and
  - 1.3.2.7 complies with the *Client's* ICT standards.
- 1.3.3 The references to standards, guidance and policies set out in paragraph 1.3.2.2 shall be deemed to be references to such items as developed and

updated and to any successor to or replacement for such standards, guidance and policies, from time to time.

- 1.3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the *Contractor* gives an early warning to the *Project Manager* of such inconsistency immediately upon becoming aware of the same, and the *Project Manager* shall, as soon as practicable, advise the *Contractor* which provision the *Contractor* shall be required to comply with.
- 1.4 ISMS and Security Management Plan
  - 1.4.1 Introduction:
- (i) The *Contractor* shall develop, implement, operate, maintain and continuously improve and maintain an ISMS which will, without prejudice to paragraph 1.3.2, be accepted, by the *Project Manager*, tested in accordance with the provisions relating to testing as set out in the contract (if any) or as otherwise agreed between the Parties, periodically updated and audited in accordance with ISO/IEC 27001.
  - 1.4.1.1 The *Contractor* shall develop and maintain a Security Management Plan in accordance with this Schedule to apply during the carrying out of the *works*.
  - 1.4.1.2 The *Contractor* shall comply with its obligations set out in the Security Management Plan.

- 1.4.1.3 Both the ISMS and the Security Management Plan shall, unless otherwise specified by the *Client*, aim to protect all aspects of the *works* and all processes associated with carrying out of the *works*, including the construction, use, alterations or demolition of the *works*, the *Contractor* System and any ICT, information and data (including the Client Confidential Information and the Client Data) to the extent used by the *Client* or the *Contractor* in connection with this contract.
- 1.4.2 Development of the Security Management Plan:
  - 1.4.2.1 Within 20 Working Days after the Contract Date and in accordance with paragraph 1.4.4 (Amendment and Revision), the *Contractor* will prepare and deliver to the *Project Manager* for acceptance a fully complete and up to date Security Management Plan
  - 1.4.2.2 If the Security Management Plan, or any subsequent revision to it in accordance with paragraph 1.4.4 (Amendment and Revision), is accepted by the Project Manager it will be adopted immediately. If the Security Management Plan is not accepted by the *Project* Manager the Contractor shall amend it within 10 Working Days or such other period as the parties may agree in writing of a notice of non- acceptance from the Project Manager and re-submit to the Project Manager for accepted. The parties will use all reasonable endeavours to ensure that the acceptance process takes as little time as possible and in any event no longer than 15 Working Days (or such other period as the parties may agree in writing) from the date of its first submission to the Project Manager. If the Project Manager does not accept the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure. No acceptance to be given by the Project Manager pursuant to this paragraph 1.4.2.2 of this schedule may be unreasonably withheld or delayed. However any failure to accept the Security Management Plan on the grounds that it does not comply with the requirements set out in paragraph 1.4.3.4 shall be deemed to be reasonable.
- 1.4.3 Content of the Security Management Plan:
  - 1.4.3.1 The Security Management Plan will set out the security measures to be implemented and maintained by the *Contractor* in relation to all aspects of the *works* and all processes associated with carrying out of the *works* and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the *works* comply with the provisions of this schedule (including the principles set out in paragraph 1.3);
  - 1.4.3.2 The Security Management Plan (including the draft version) should also set out the plans for transiting all security arrangements and responsibilities from those in place at the Contract Date to those incorporated in the *Contractor's* ISMS at the date notified by the *Project Manager* to the *Contractor* for the *Contractor* to meet the full obligations of the Security Requirements.
  - 1.4.3.3 The Security Management Plan will be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other schedules of this contract which cover specific areas included within that standard.

1.4.3.4 The Security Management Plan shall be written in plain English in language which is readily comprehensible to the staff of the

Contractor and the Client engaged in the works and shall only reference documents which are in the possession of the Client or whose location is otherwise specified in this schedule.

- 1.4.4 Amendment and Revision of the ISMS and Security Management Plan:
  - 1.4.4.1 The ISMS and Security Management Plan will be fully reviewed and updated by the *Contractor* annually or from time to time to reflect:
    - (a) emerging changes in Good Industry Practice;
- (b) any change or proposed change to the Contractor System, the *works* and/or associated processes;
  - (c) any new perceived or changed security threats; and (d) any reasonable request by the *Project Manager*.
  - 1.4.4.2 The *Contractor* will provide the *Project Manager* with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the *Client*. The results of the review should include, without limitation:
    - (a) suggested improvements to the effectiveness of the ISMS;
    - (b) updates to the risk assessments;
    - (c) proposed modifications to the procedures and controls that effect information security to respond to events that may impact on the ISMS; and
    - (d) suggested improvements in measuring the effectiveness of controls.
  - 1.4.4.3 On receipt of the results of such reviews, the *Project Manager* will accept any amendments or revisions to the ISMS or Security Management Plan in accordance with the process set out at paragraph 1.4.2.2.
  - 1.4.4.4 Any change or amendment which the *Contractor* proposes to make to the ISMS or Security Management Plan (as a result of a *Project Manager's* request or change to the *works* or otherwise) shall be subject to the early warning procedure and shall not be implemented until accepted in writing by the *Project Manager*.
  - 1.4.5 Testing
    - 1.4.5.1 The *Contractor* shall conduct Security Tests of the ISMS on an annual basis or as otherwise agreed by the parties. The date, timing, content and conduct of such Security Tests shall be agreed in advance with the *Project Manager*.

- 1.4.5.2 The *Project Manager* shall be entitled to witness the conduct of the Security Tests. The *Contractor* shall provide the *Project Manager* with the results of such tests (in a form accepted by the *Client* in advance) as soon as practicable after completion of each Security Test
- 1.4.5.3 Without prejudice to any other right of audit or access granted to the *Client* pursuant to this contract, the *Project Manager* and/or its authorised representatives shall be entitled, at any time and without giving notice to the *Contractor*, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the *Contractor*'s compliance with the ISMS and the Security Management Plan. The *Project Manager* may notify the *Contractor* of the results of such tests after completion of each such test. Security Tests shall be designed and implemented so as to minimise the impact on the carrying out of the *works*. If such tests adversely affect the *Contractor*'s ability to carry out the *works* in accordance with the Scope, the *Contractor* shall be granted relief against any resultant under-performance for the period of the tests.
- 1.4.5.4 Where any Security Test carried out pursuant to paragraphs 1.4.5.2 or 1.4.5.3 above reveals any actual or potential Breach of Security, the *Contractor* shall promptly notify the *Project Manager* of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the *Contractor* proposes to make in order to correct such failure or weakness. Subject to the *Project Manager*'s acceptance in accordance with paragraph (i), the *Contractor* shall implement such changes to the ISMS and the Security Management Plan in accordance with the timetable agreed with the *Project Manager* or, otherwise, as soon as reasonably possible. Where the change to the ISMS or Security Management Plan is made to address a non-compliance with the Security Policy or Security Requirements, the change to the ISMS or Security Management Plan is Disallowed Cost.

# 1.5 Compliance with ISO/IEC 27001

- 1.5.1 Unless otherwise agreed by the parties, the *Contractor* shall obtain independent certification of the ISMS to ISO/IEC 27001 within 12 months of the Contract Date and shall maintain such certification until the Defects Certificate or a termination certificate has been issued.
- 1.5.2 In the event that paragraph 1.5.1 above applies, if certain parts of the ISMS do not conform to Good Industry Practice, or controls as described in

ISO/IEC 27002 are not consistent with the Security Policy, and, as a result, the *Contractor* reasonably believes that it is not compliant with ISO/IEC 27001, the *Contractor* shall promptly notify the *Project Manager* of this and the *Client* in its absolute discretion may waive the requirement for certification in respect of the relevant parts.

- 1.5.3 The *Project Manager* shall be entitled to carry out such regular security audits as may be required and in accordance with Good Industry Practice, in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001.
- 1.5.4 If, on the basis of evidence provided by such audits, it is the *Project Manager's* reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 is not being achieved by the *Contractor*, then the *Project Manager* shall

notify the *Contractor* of the same and give the *Contractor* a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to become compliant with the principles and practices of ISO/IEC 27001. If the *Contractor* does not become compliant within the required time then the *Project Manager* has the right to obtain an independent audit against these standards in whole or in part.

1.5.5 If, as a result of any such independent audit as described in paragraph 1.5.4 the *Contractor* is found to be non-compliant with the principles and practices of ISO/IEC 27001 then the *Contractor* shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the *Client* in obtaining such audit.

#### 1.6 Breach of Security

- 1.6.1 Either party shall give an early warning to the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 1.6.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in paragraph 1.6.1, the *Contractor* shall:
  - 1.6.2.1 immediately take all reasonable steps necessary to:
    - remedy such breach or protect the integrity of the ISMS against any such potential or attempted breach or threat;
       and
    - (b) prevent an equivalent breach in the future.

such steps shall include any action or changes reasonably required by the Project Manager; and

1.6.2.2 as soon as reasonably practicable provide to the *Project Manager* full details (using such reporting mechanism as defined by the ISMS) of the Breach of Security or the potential or attempted Breach of Security.

# Appendix 1 - Security Policy

The Security Policy will be provided by the Client following the Contract award.



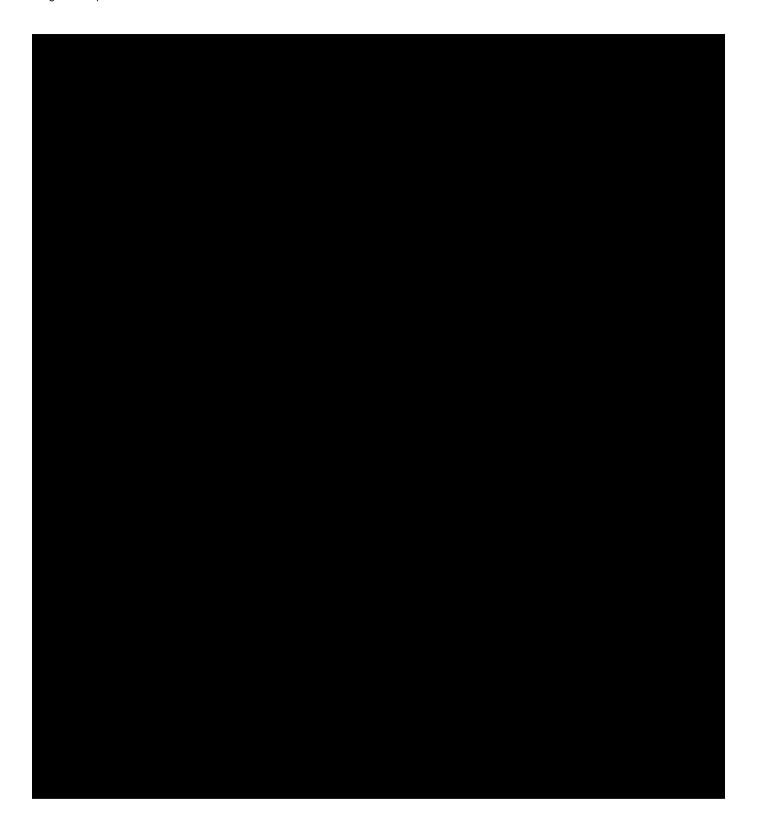








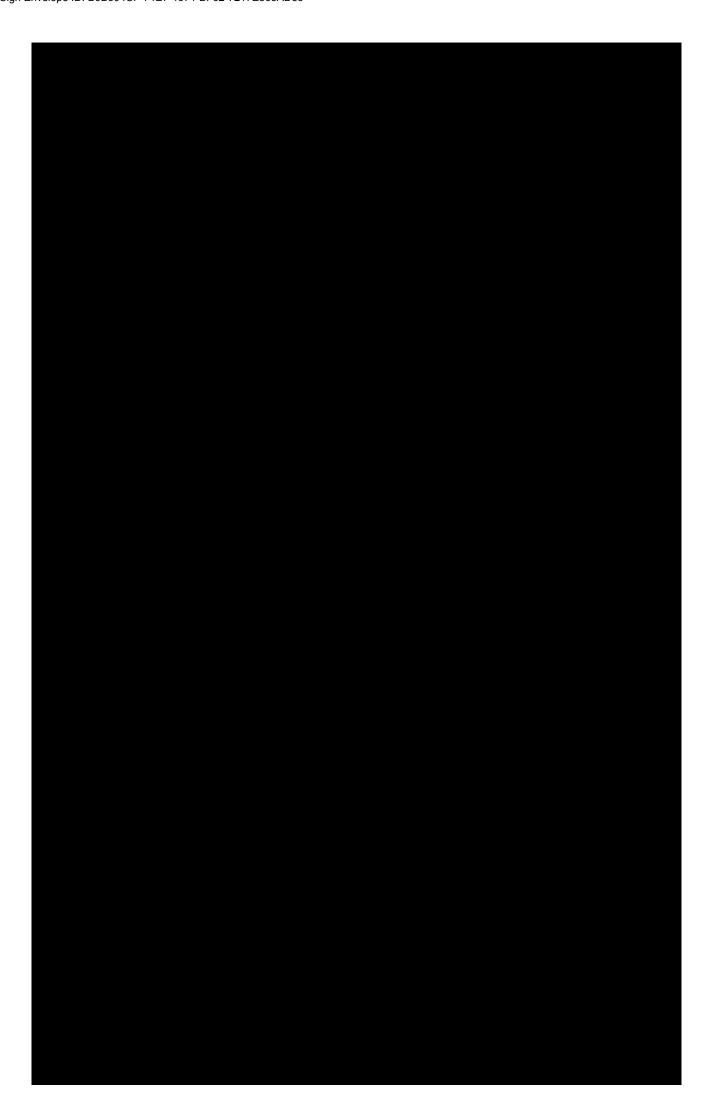


















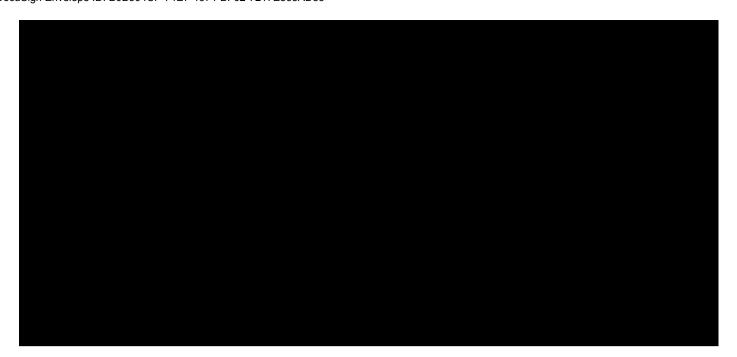


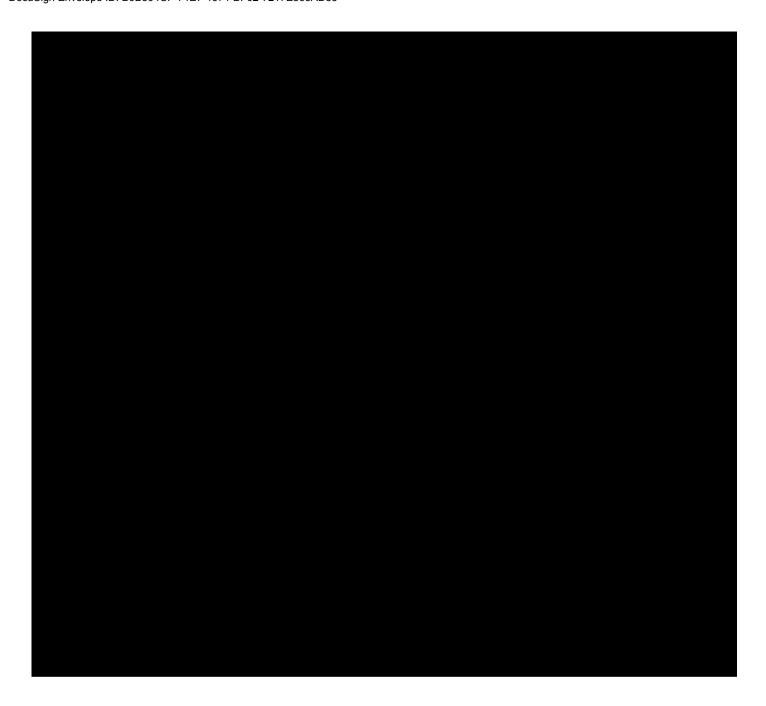
































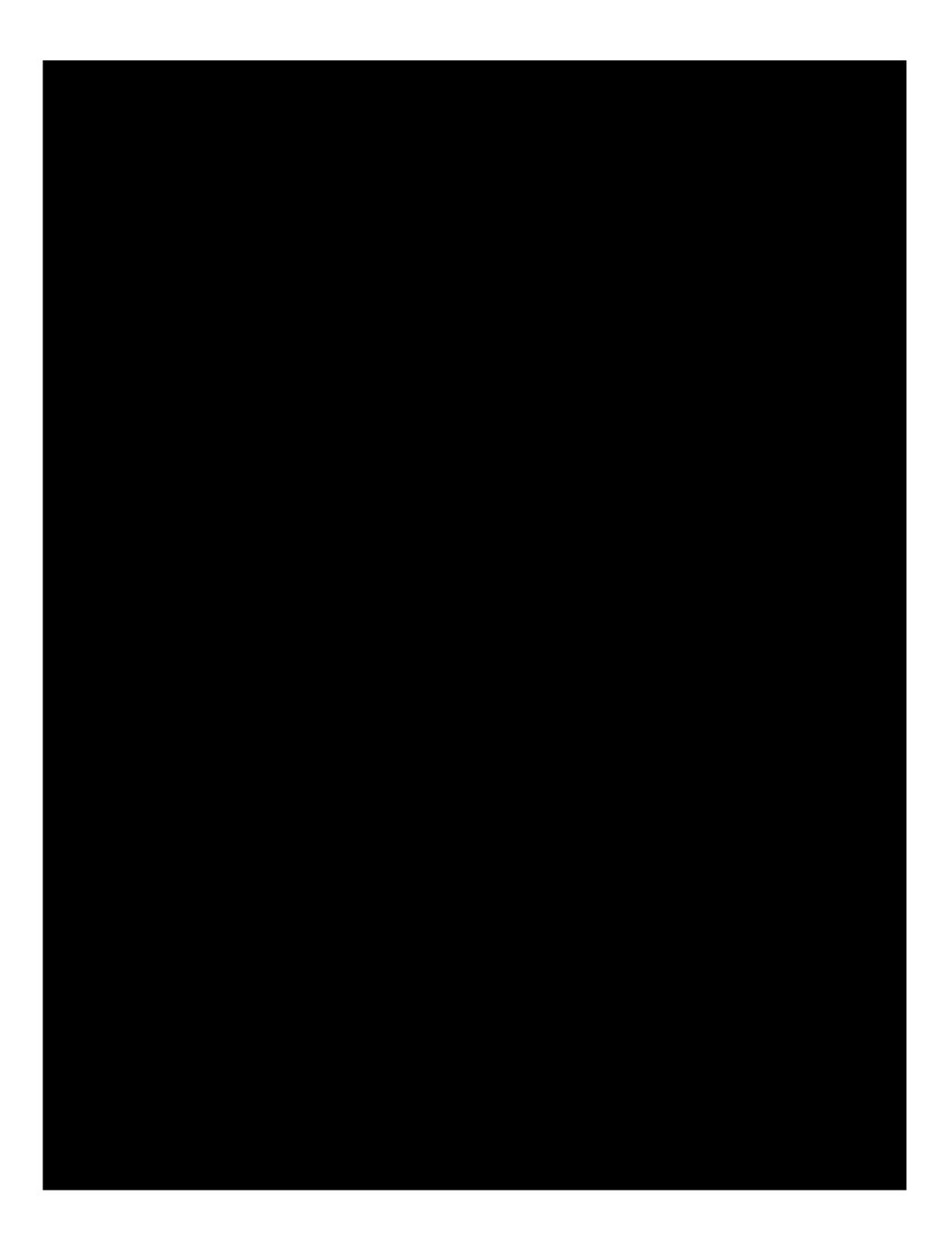








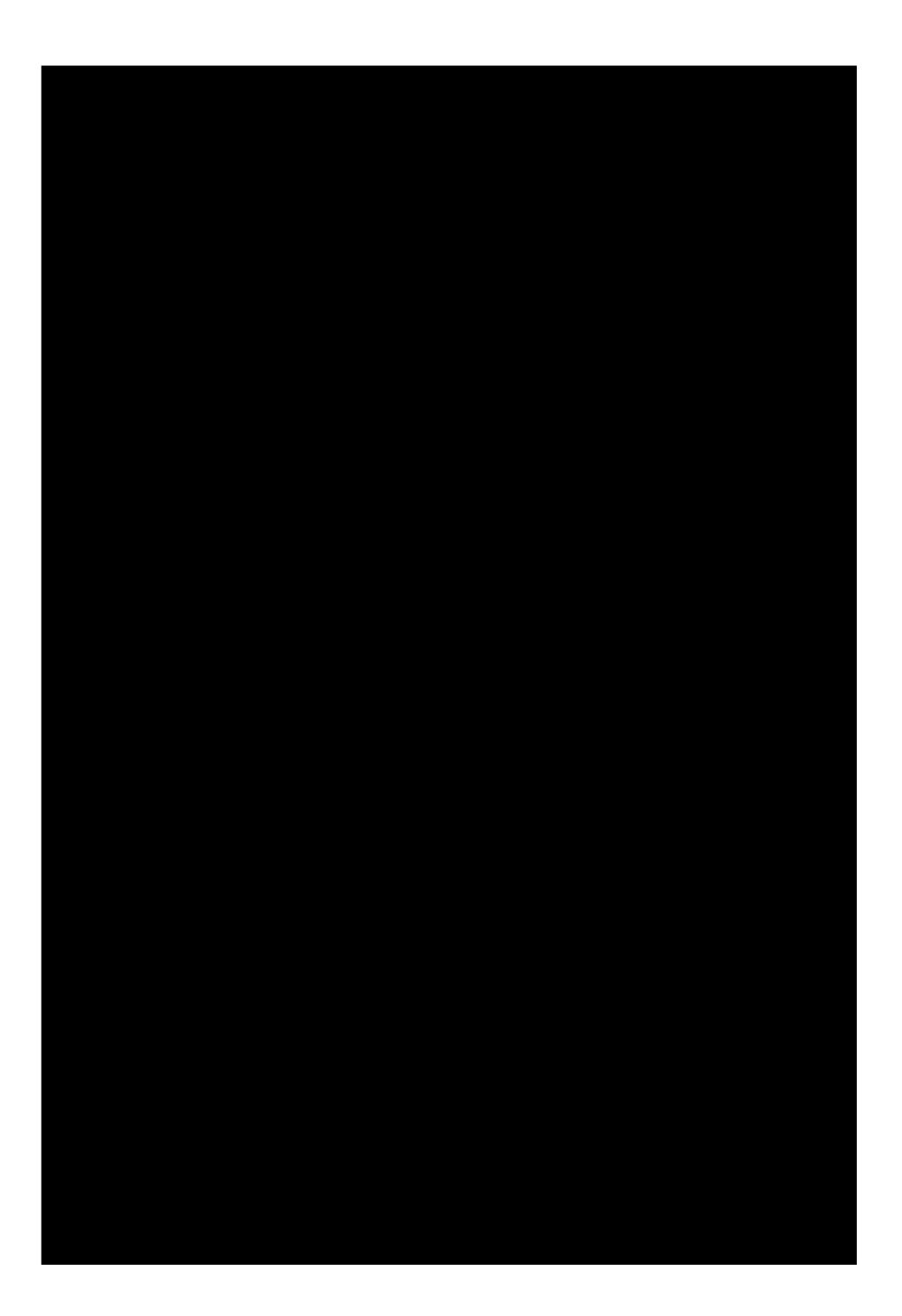




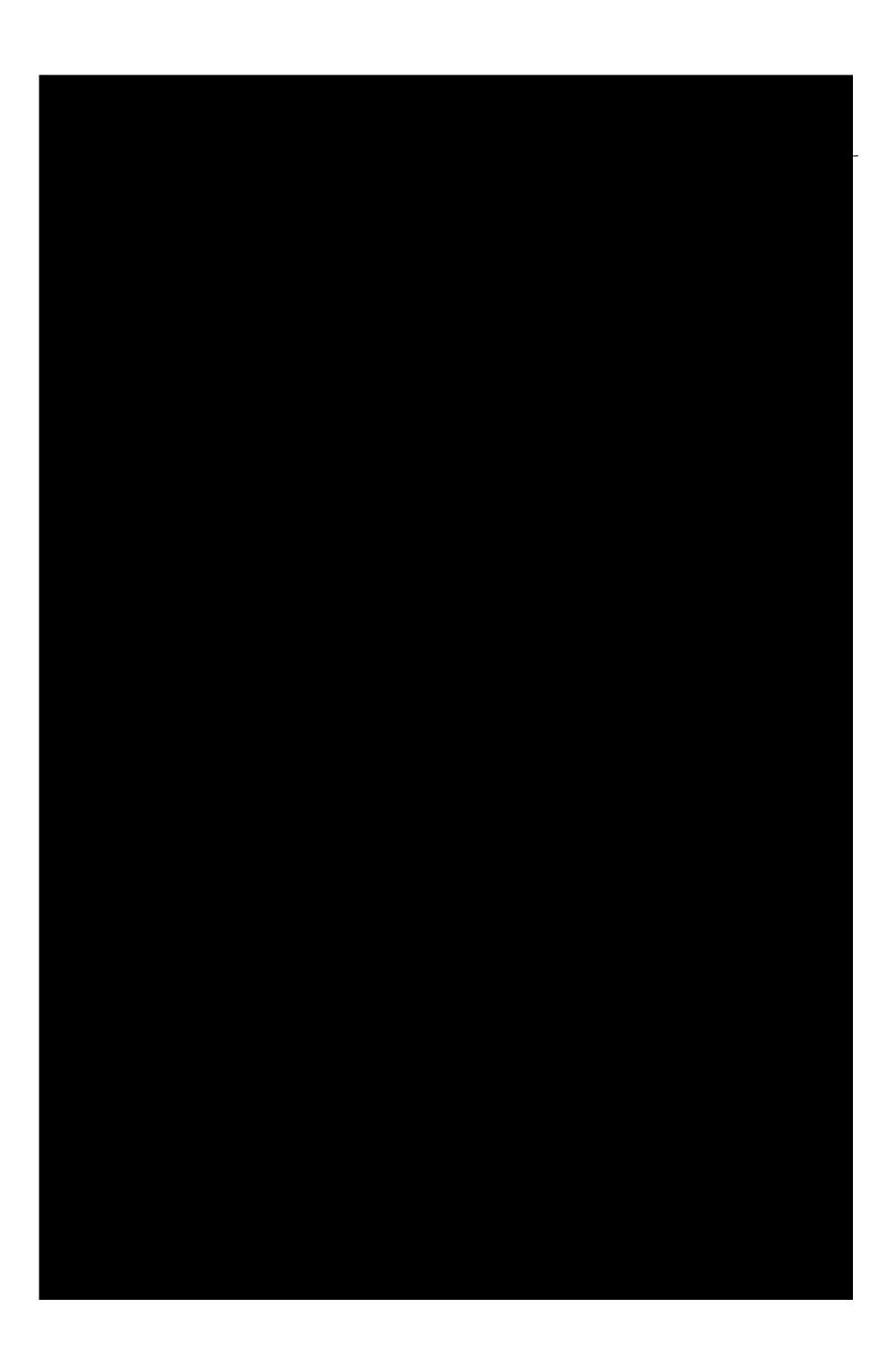




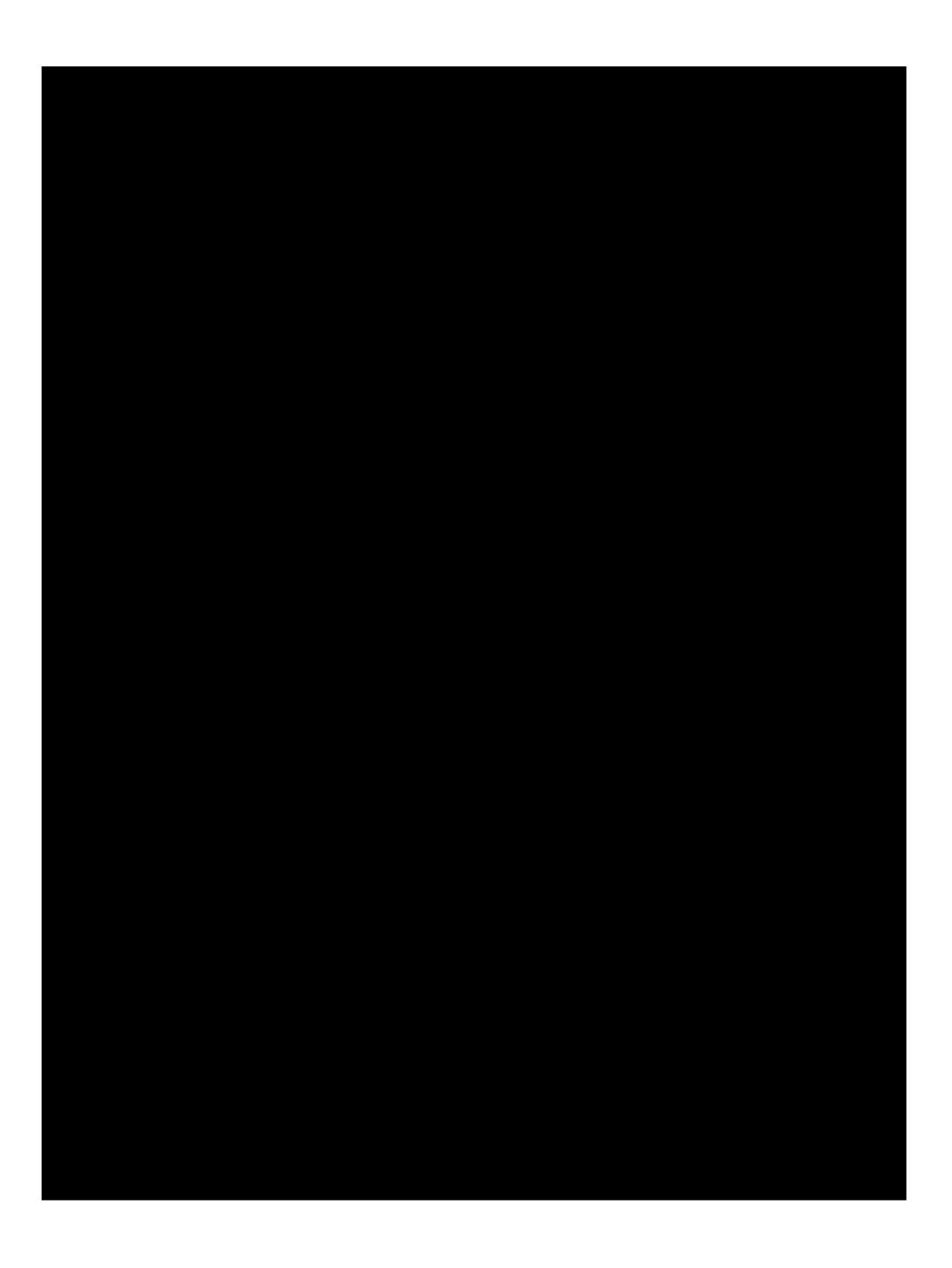




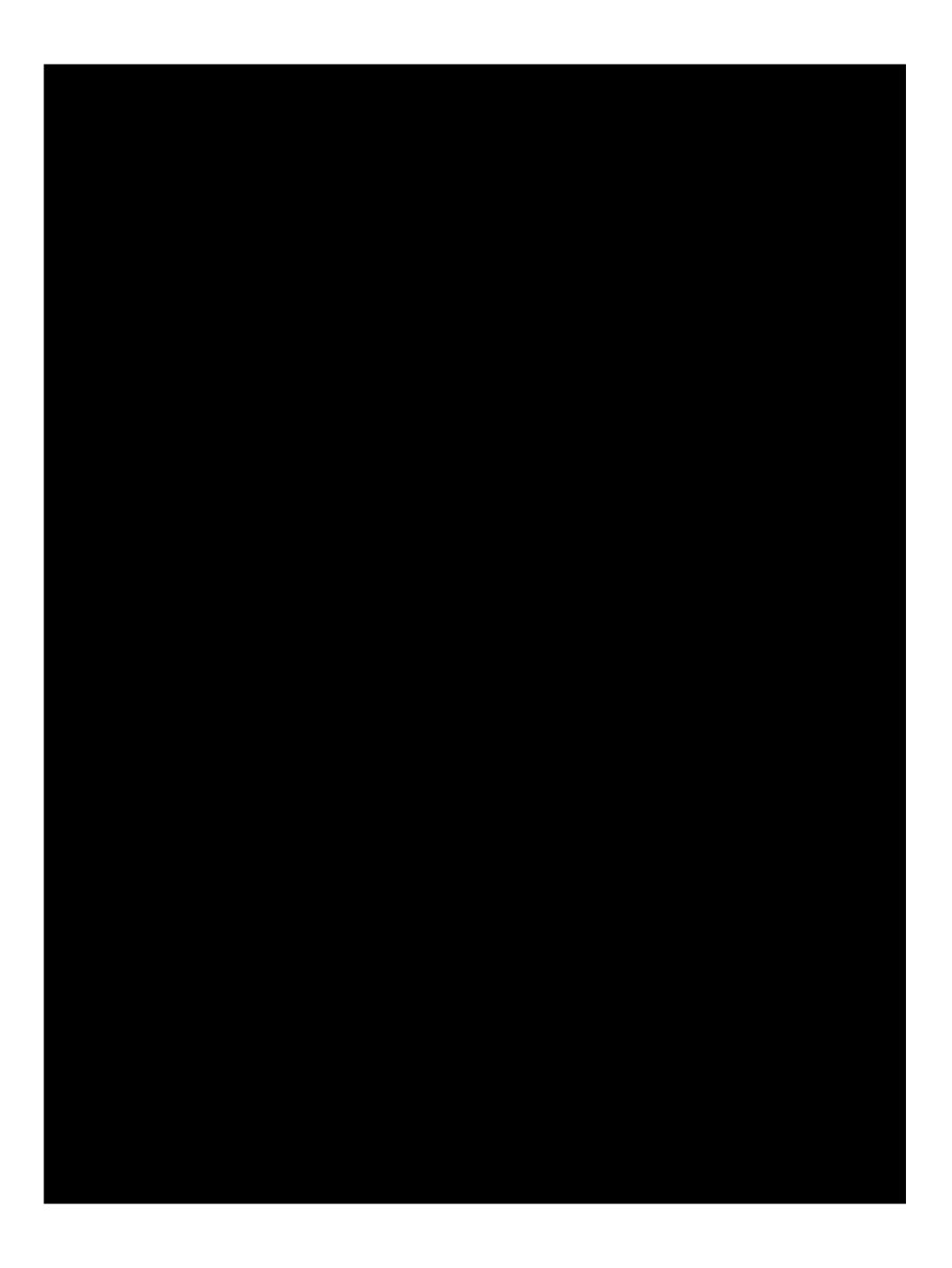


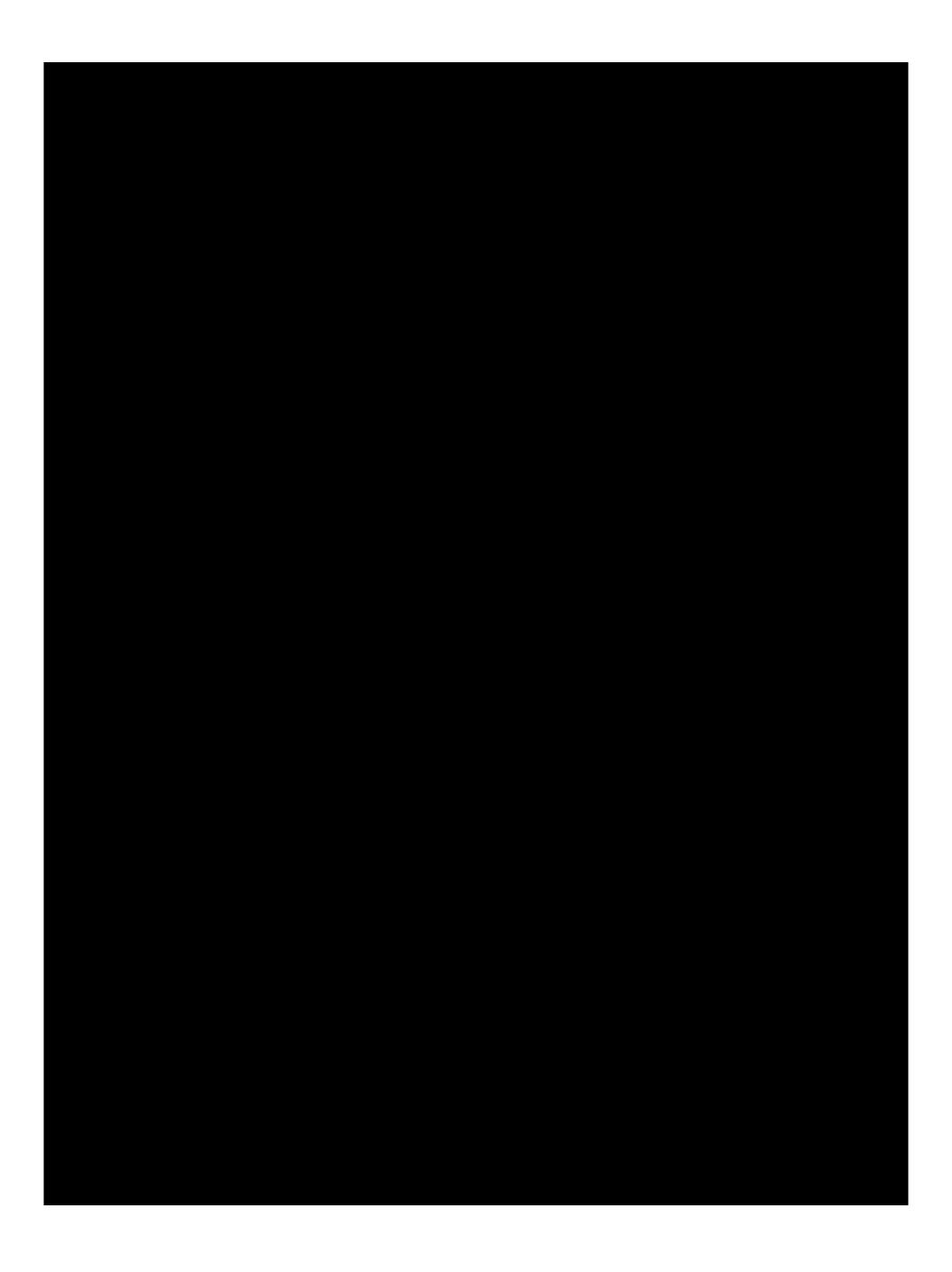








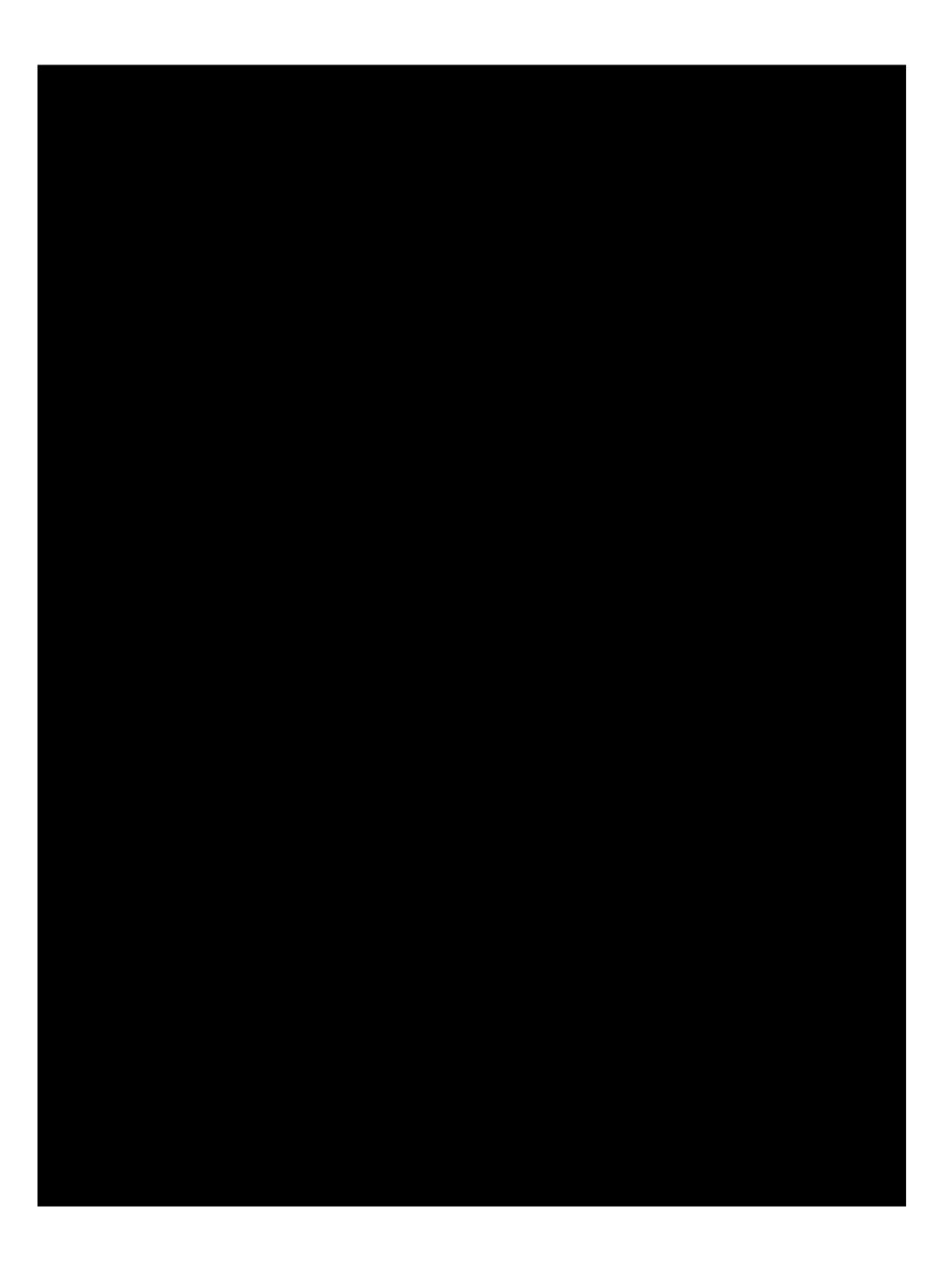












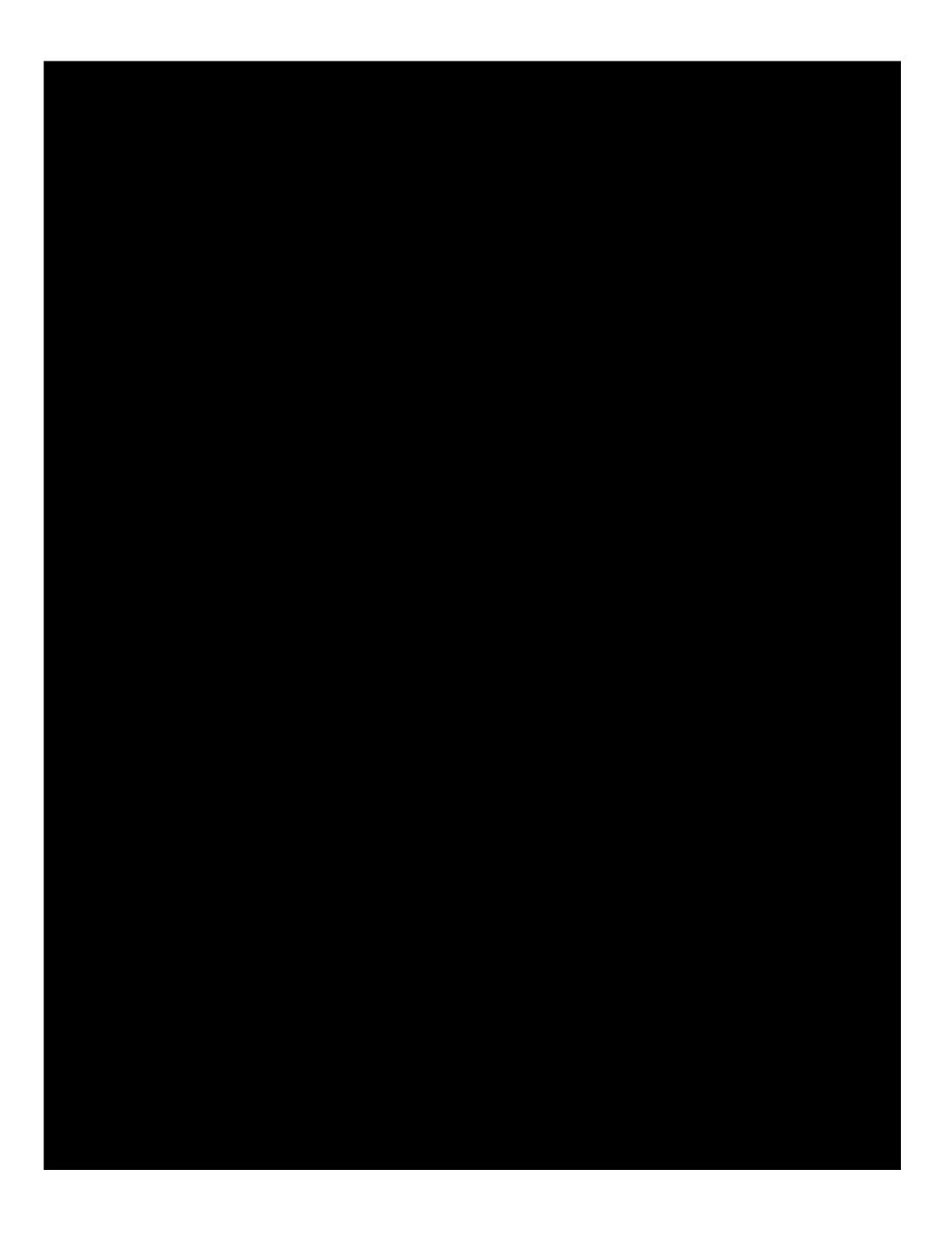




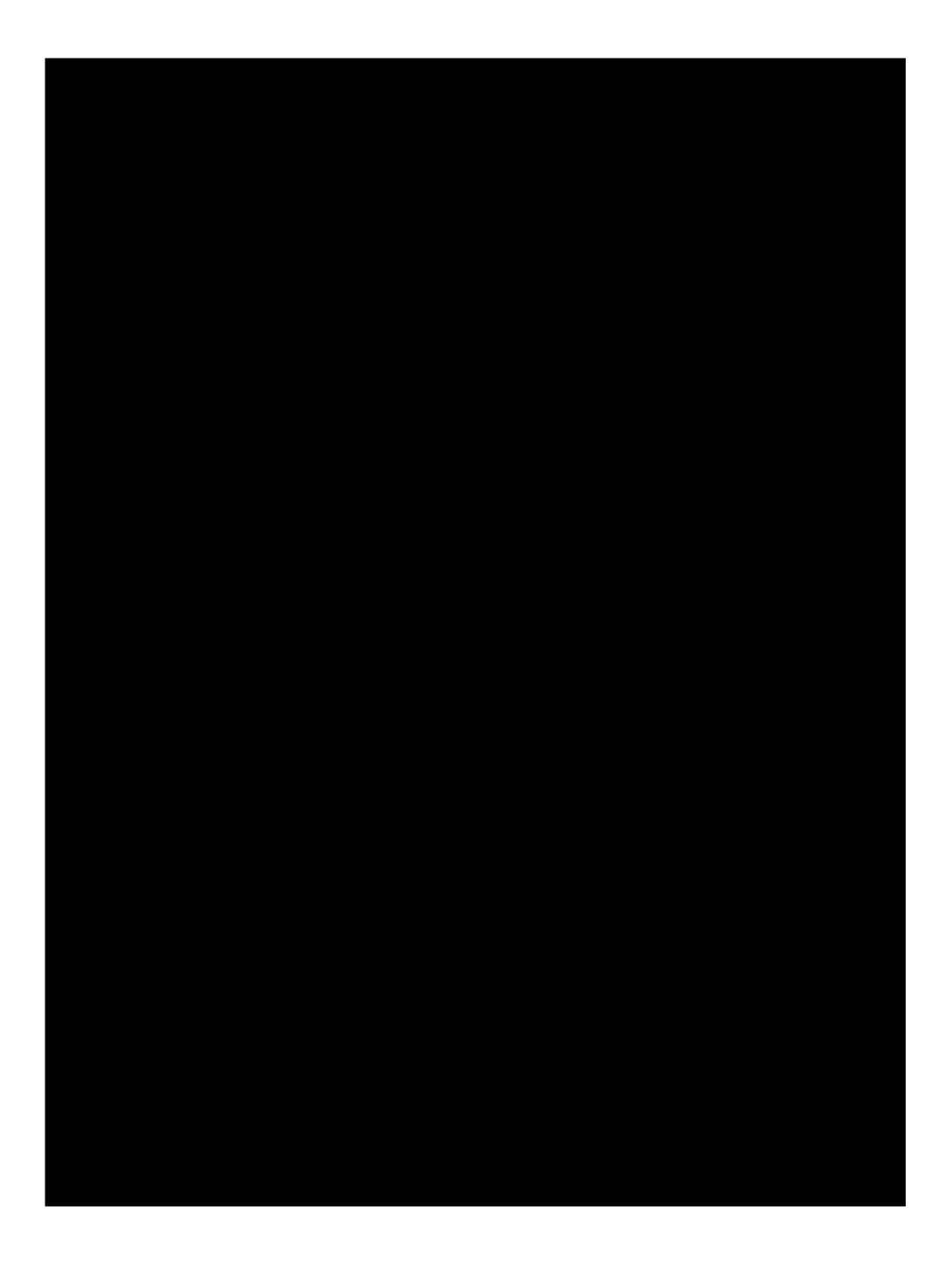






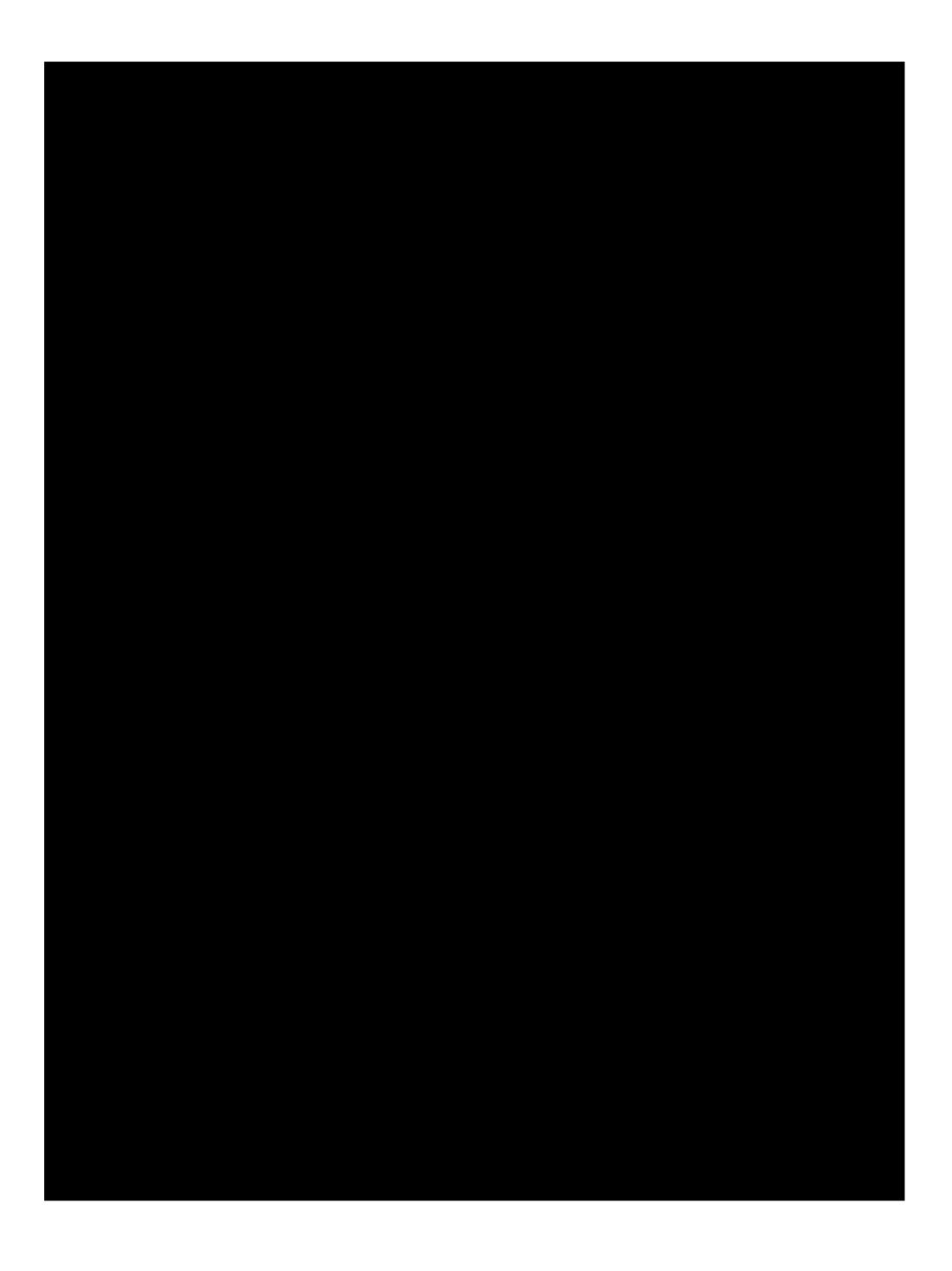


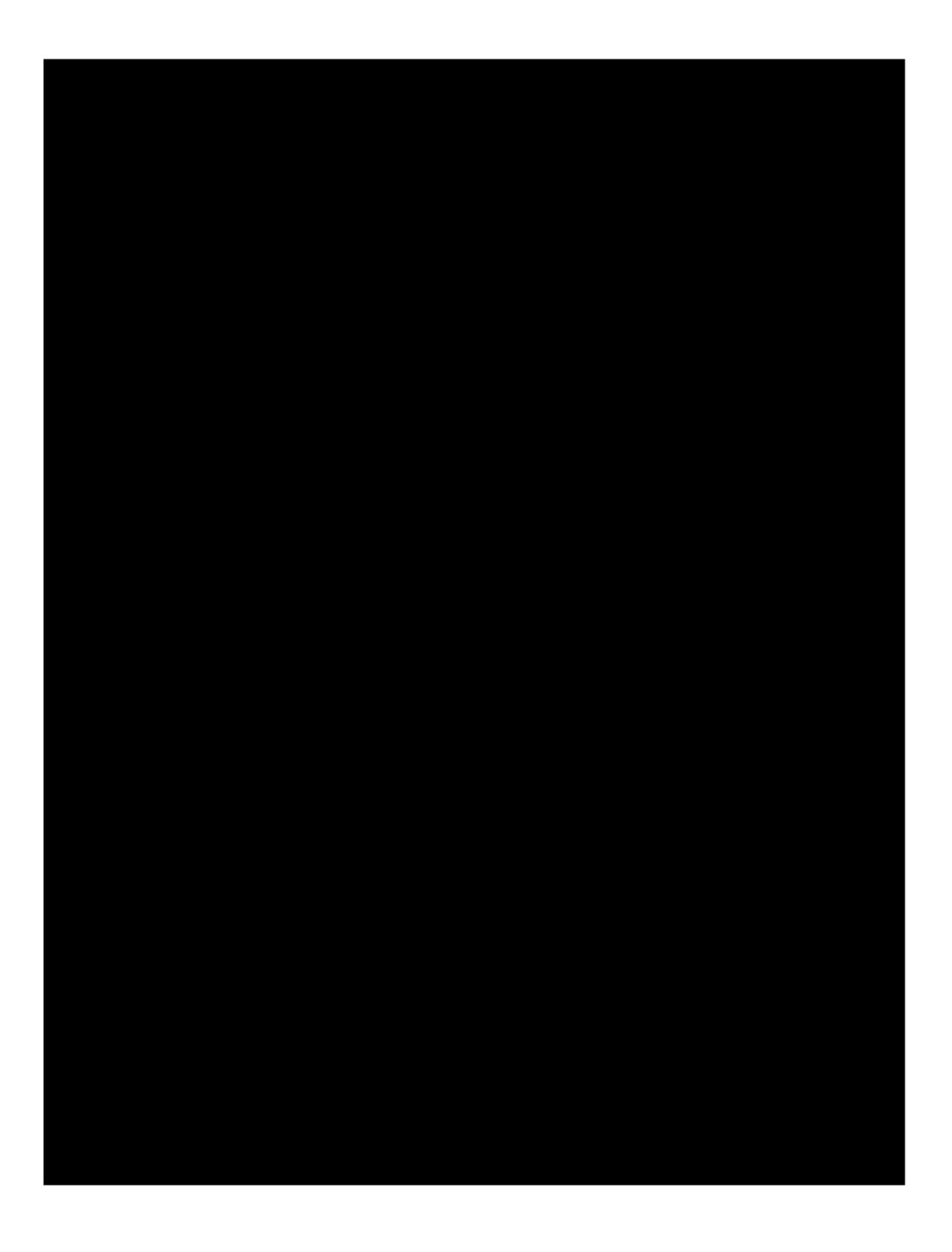


































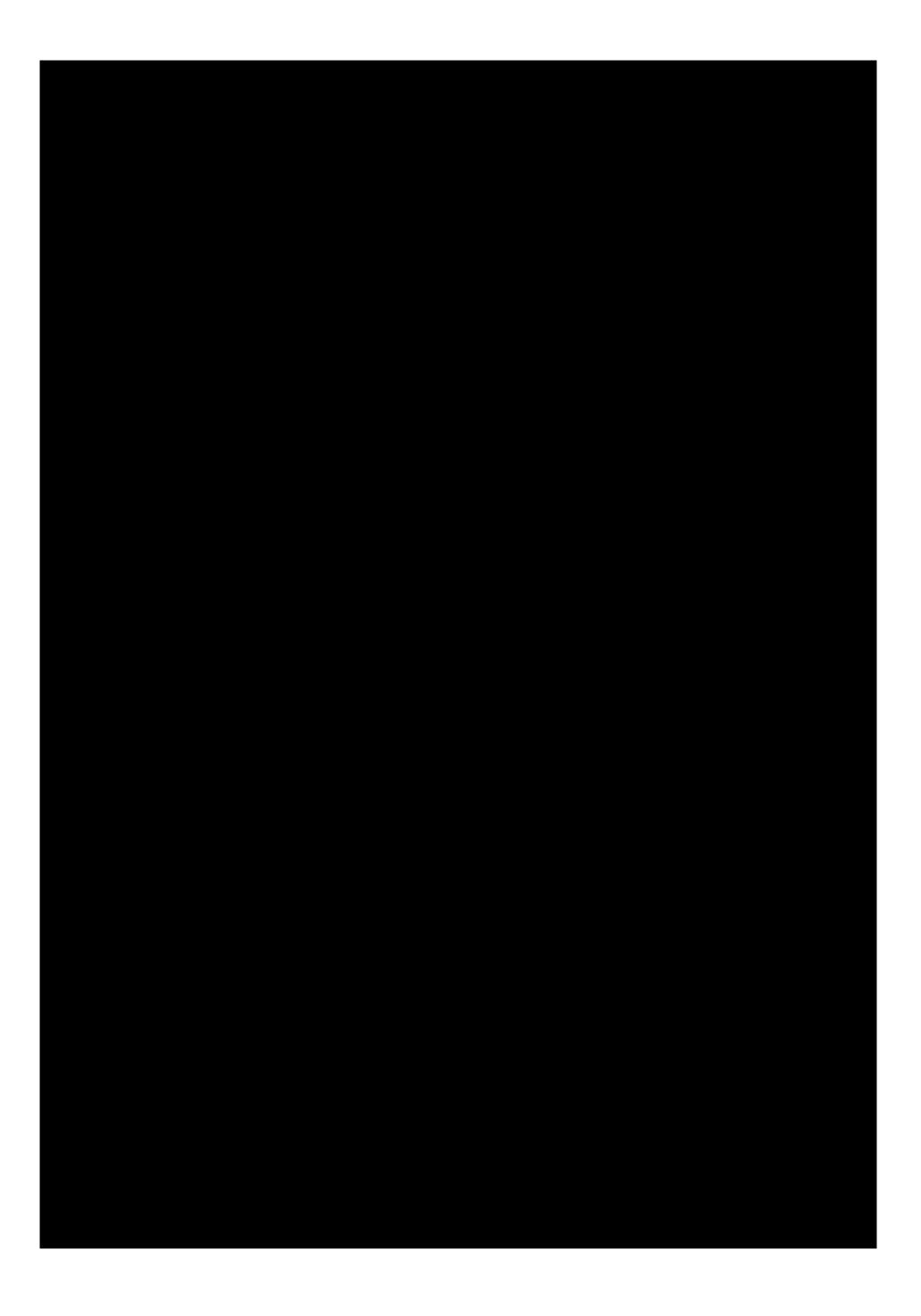








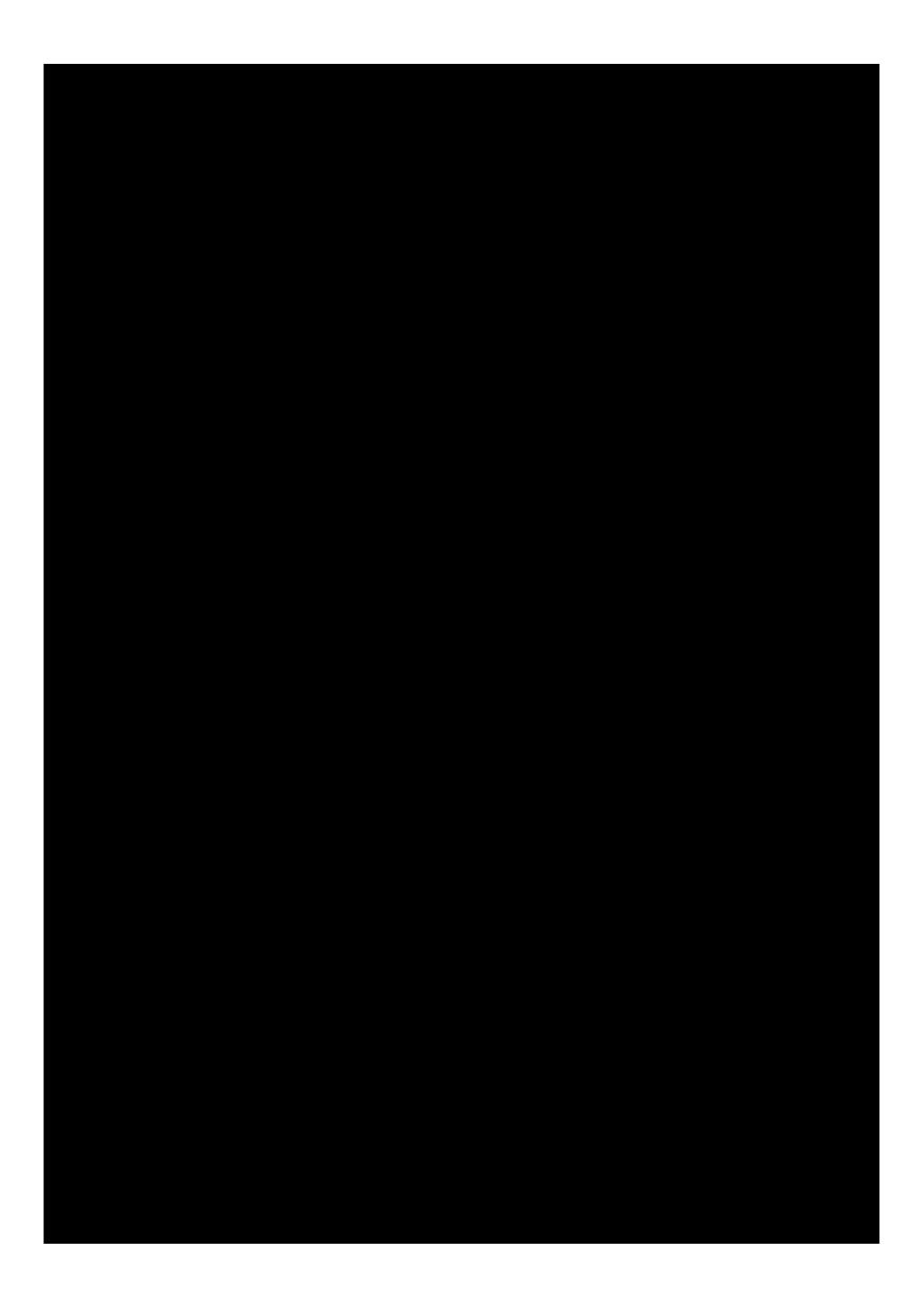










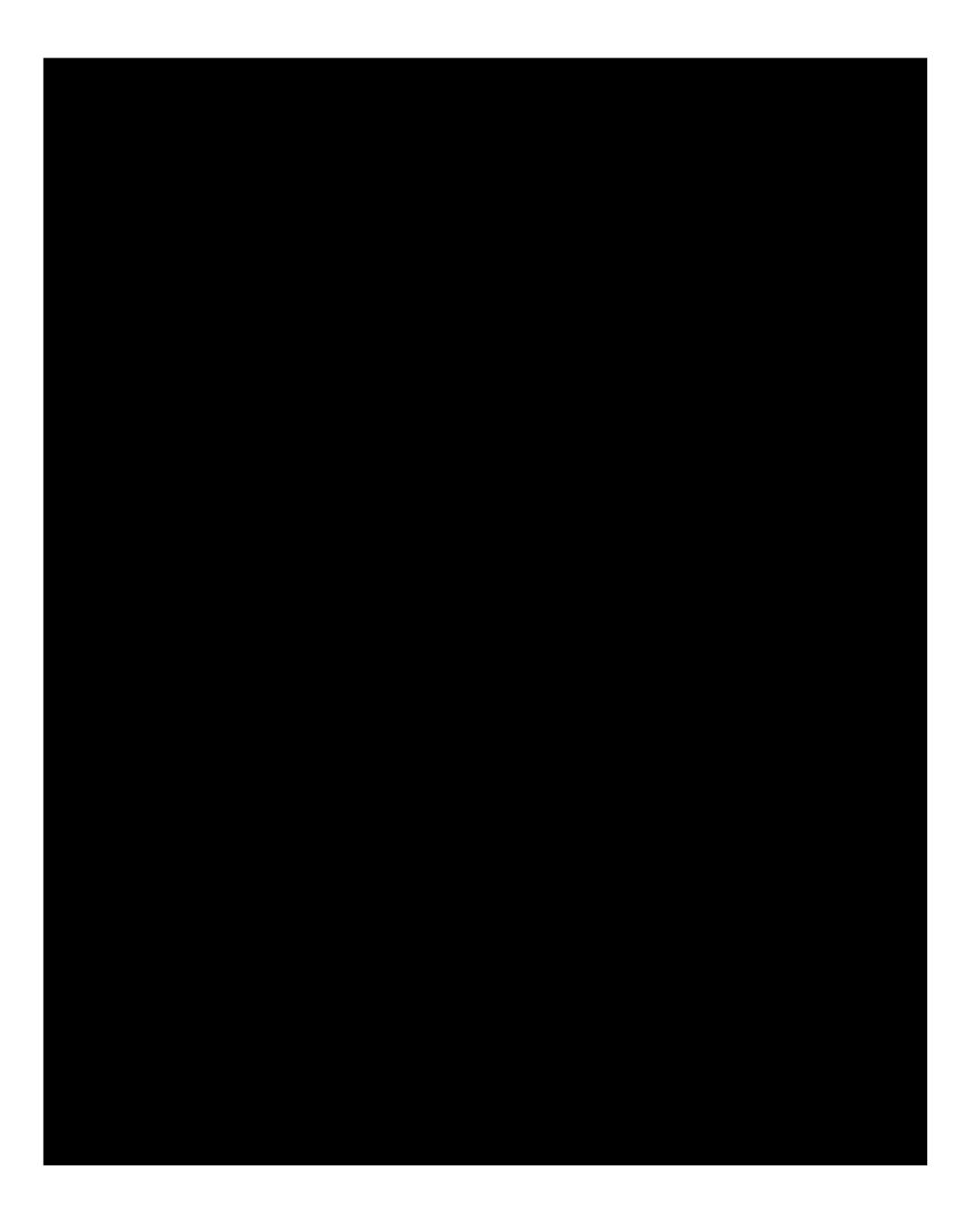












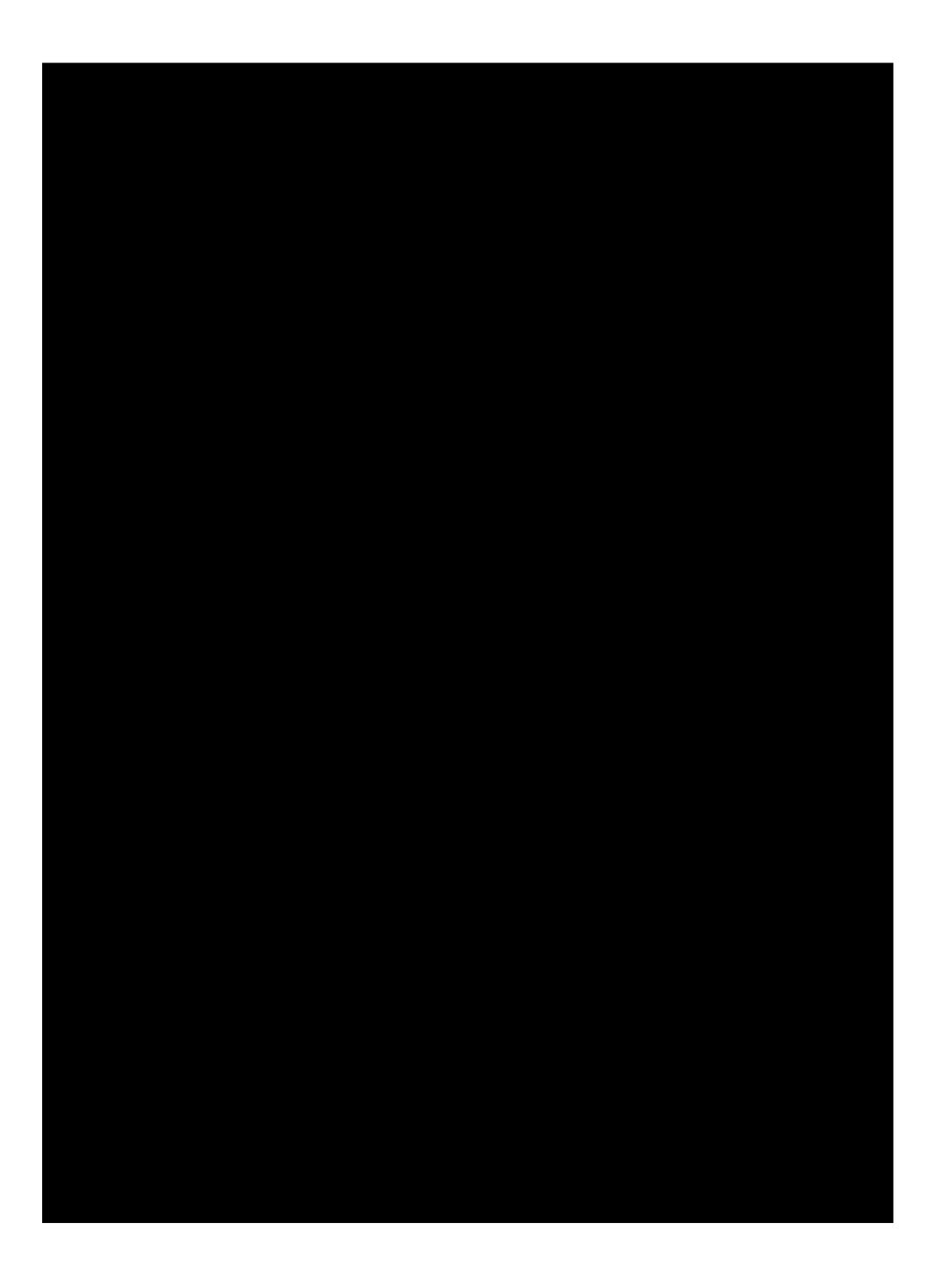






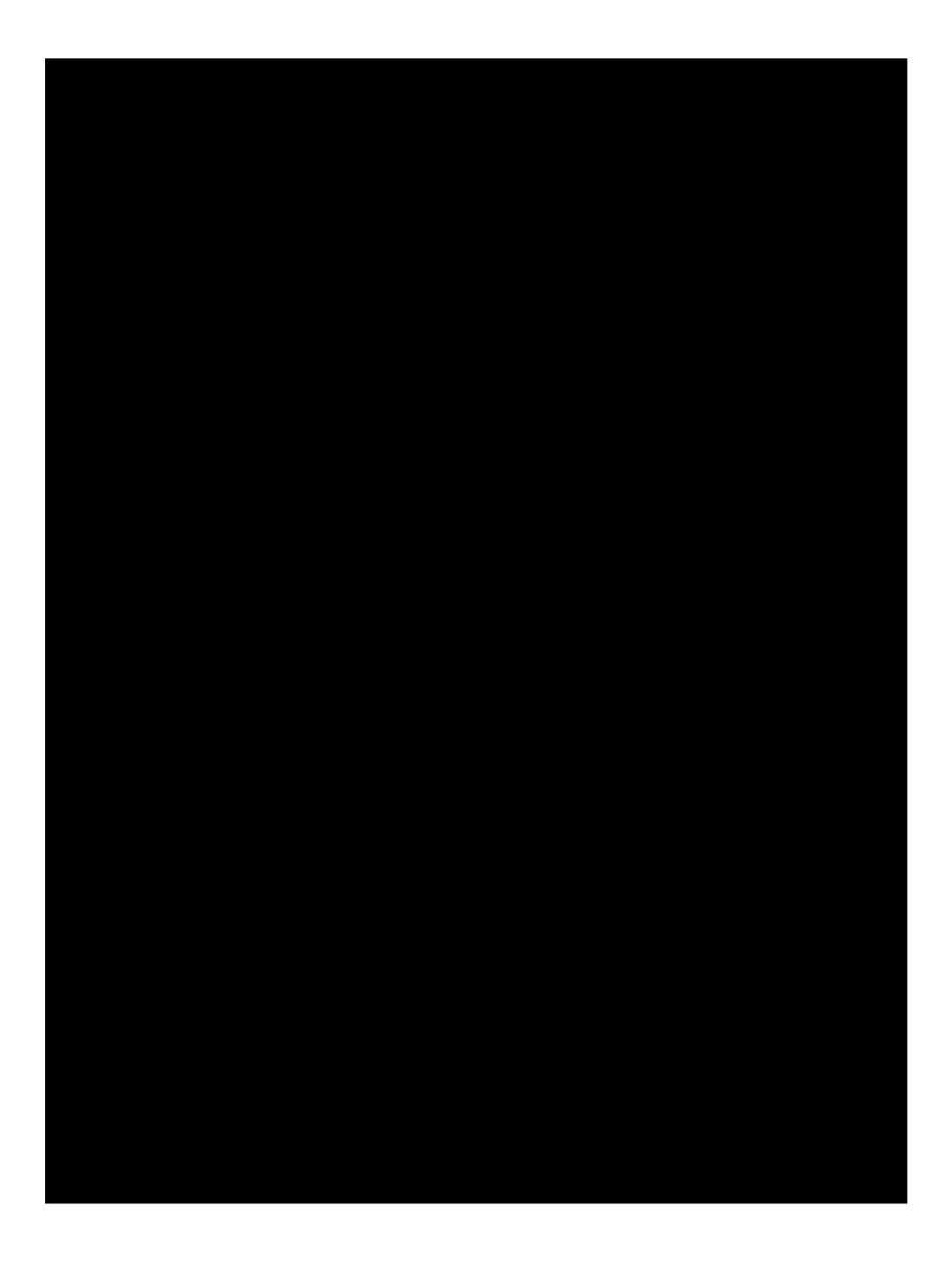












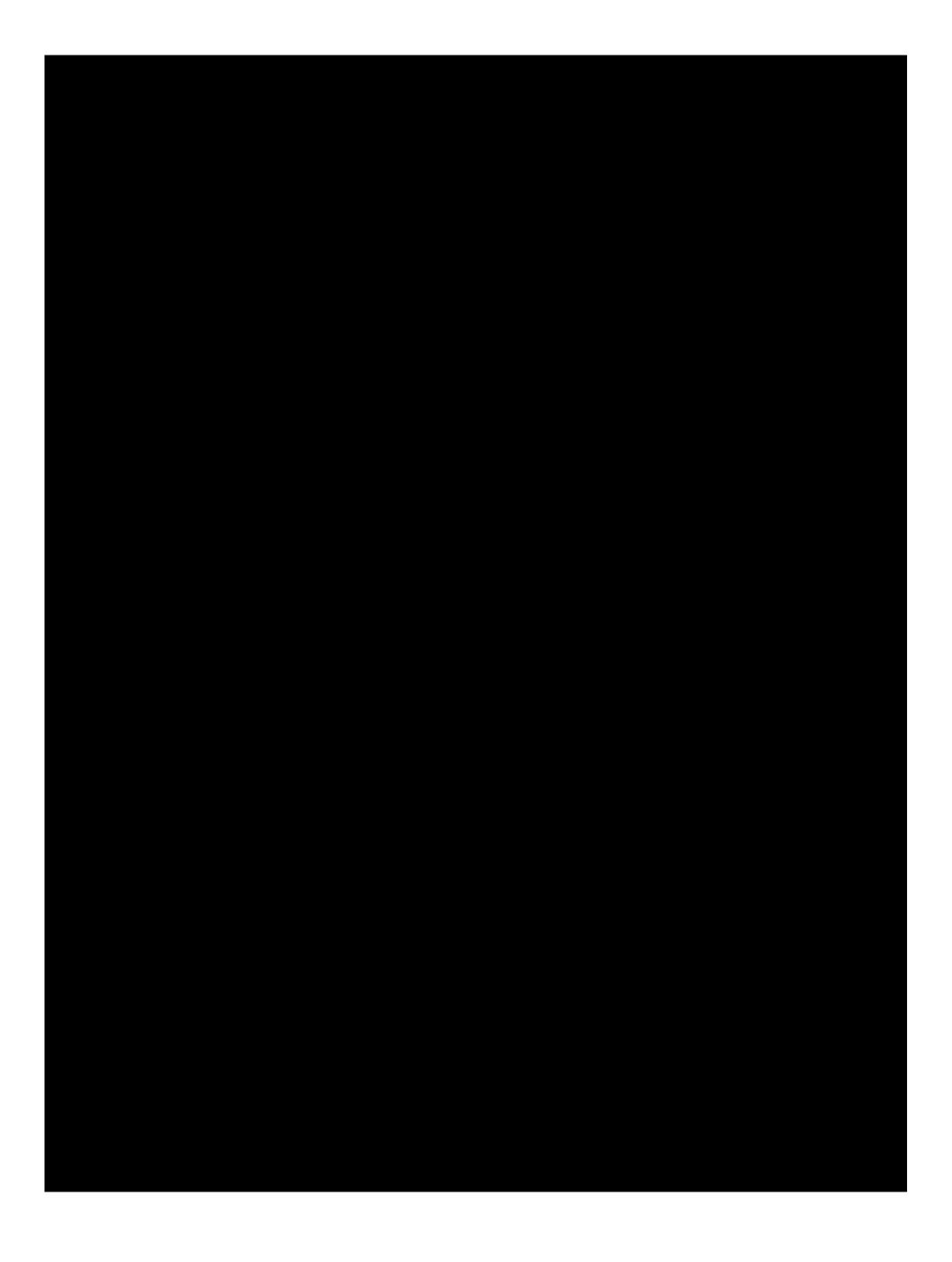










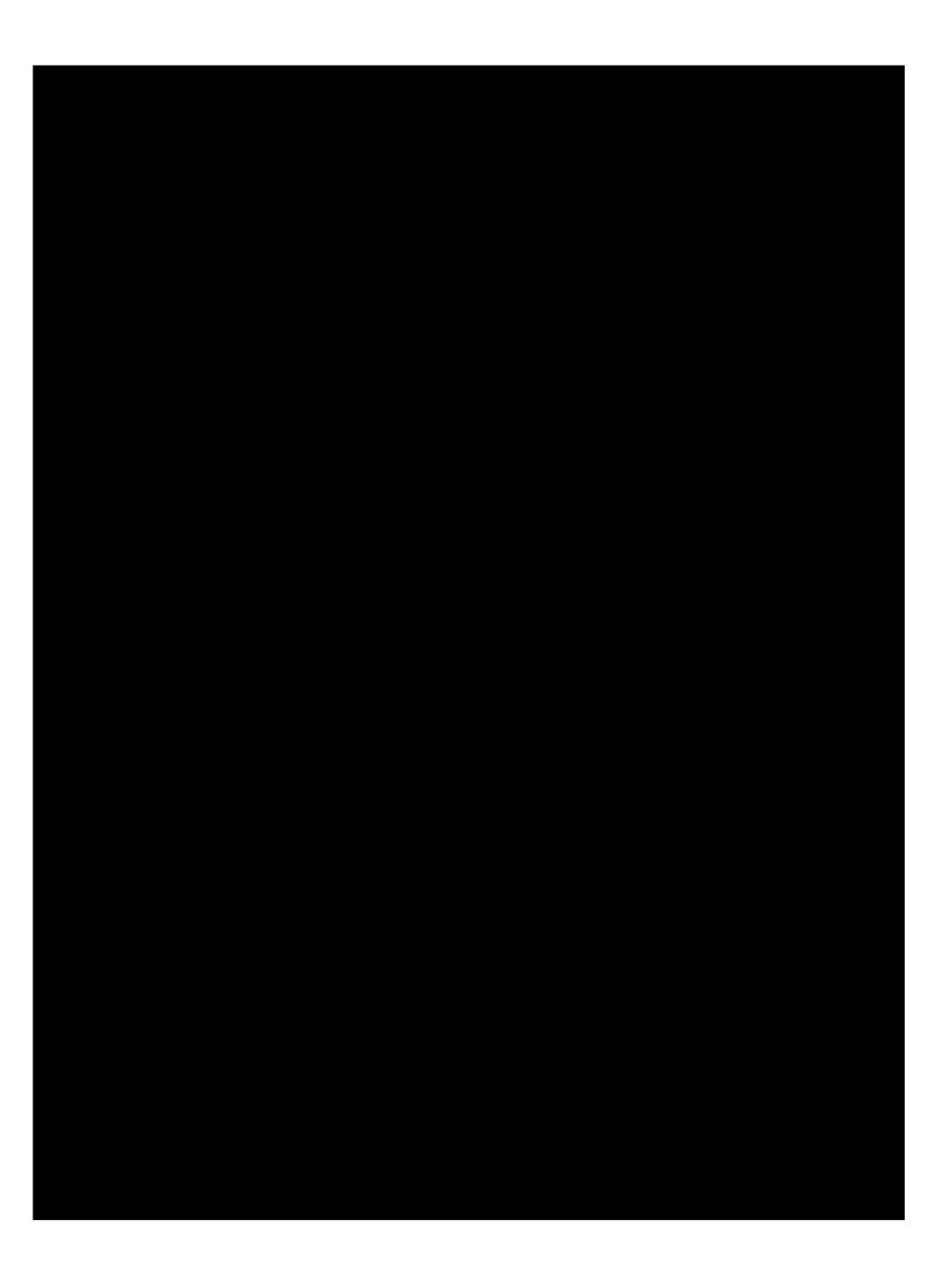




















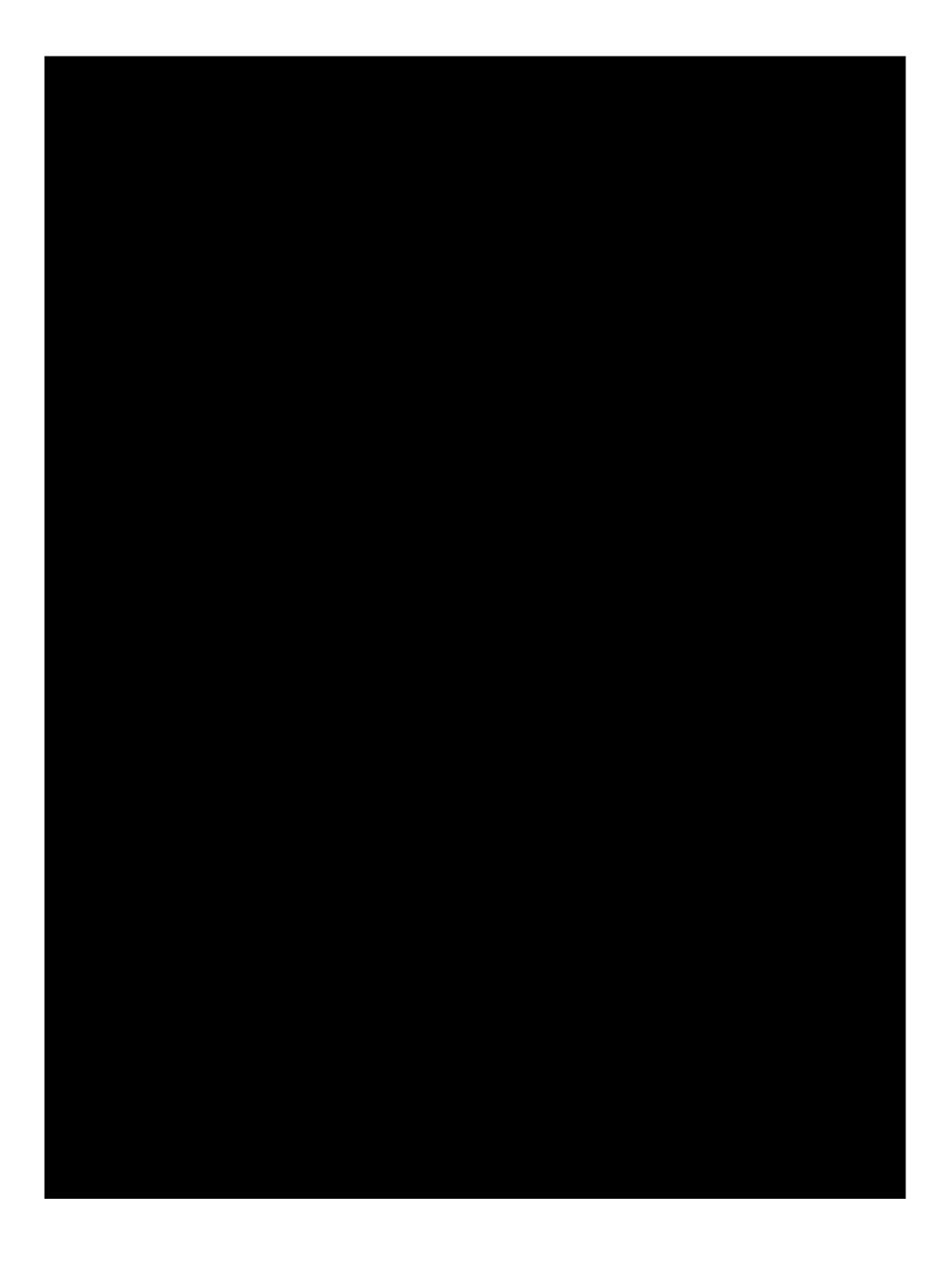




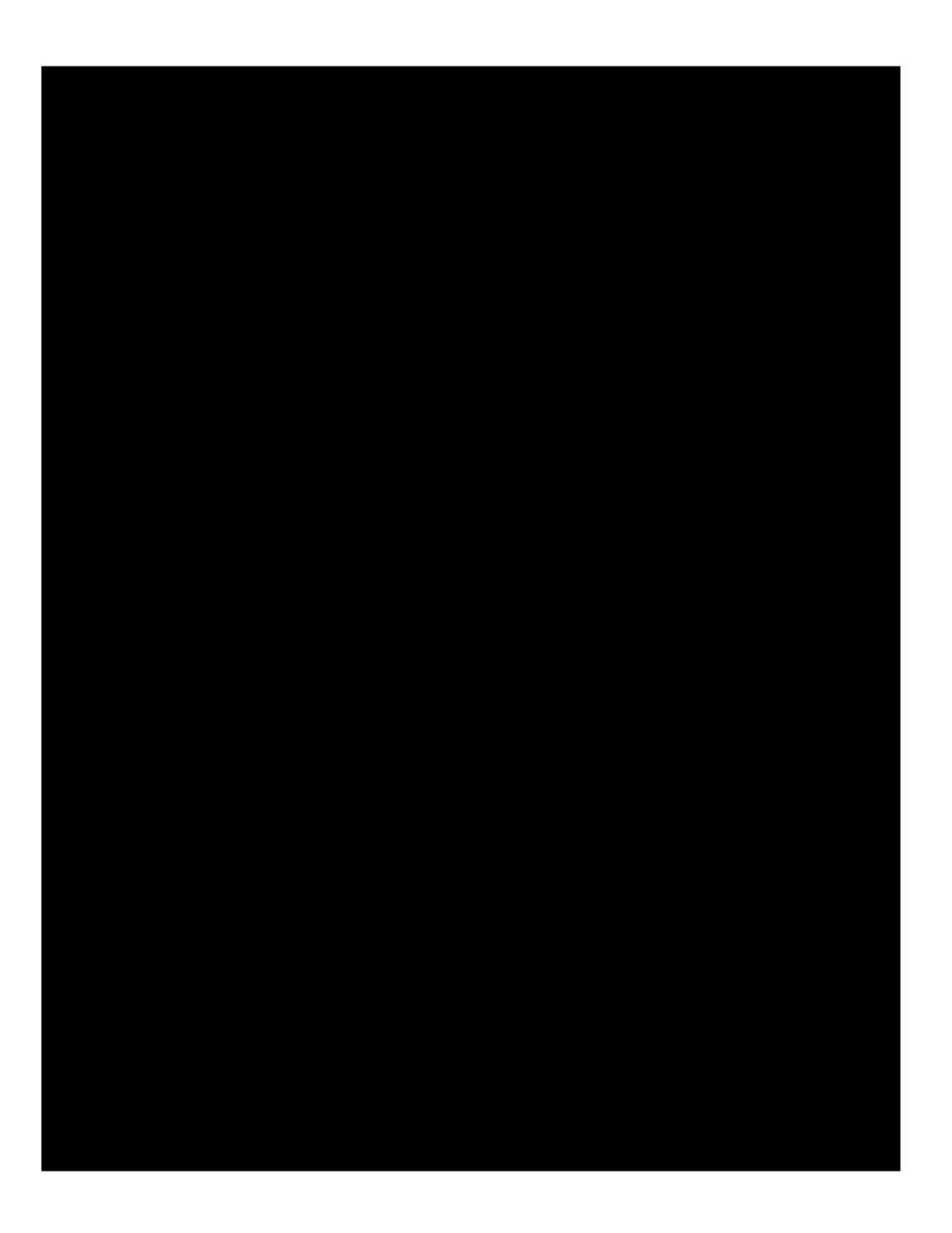


























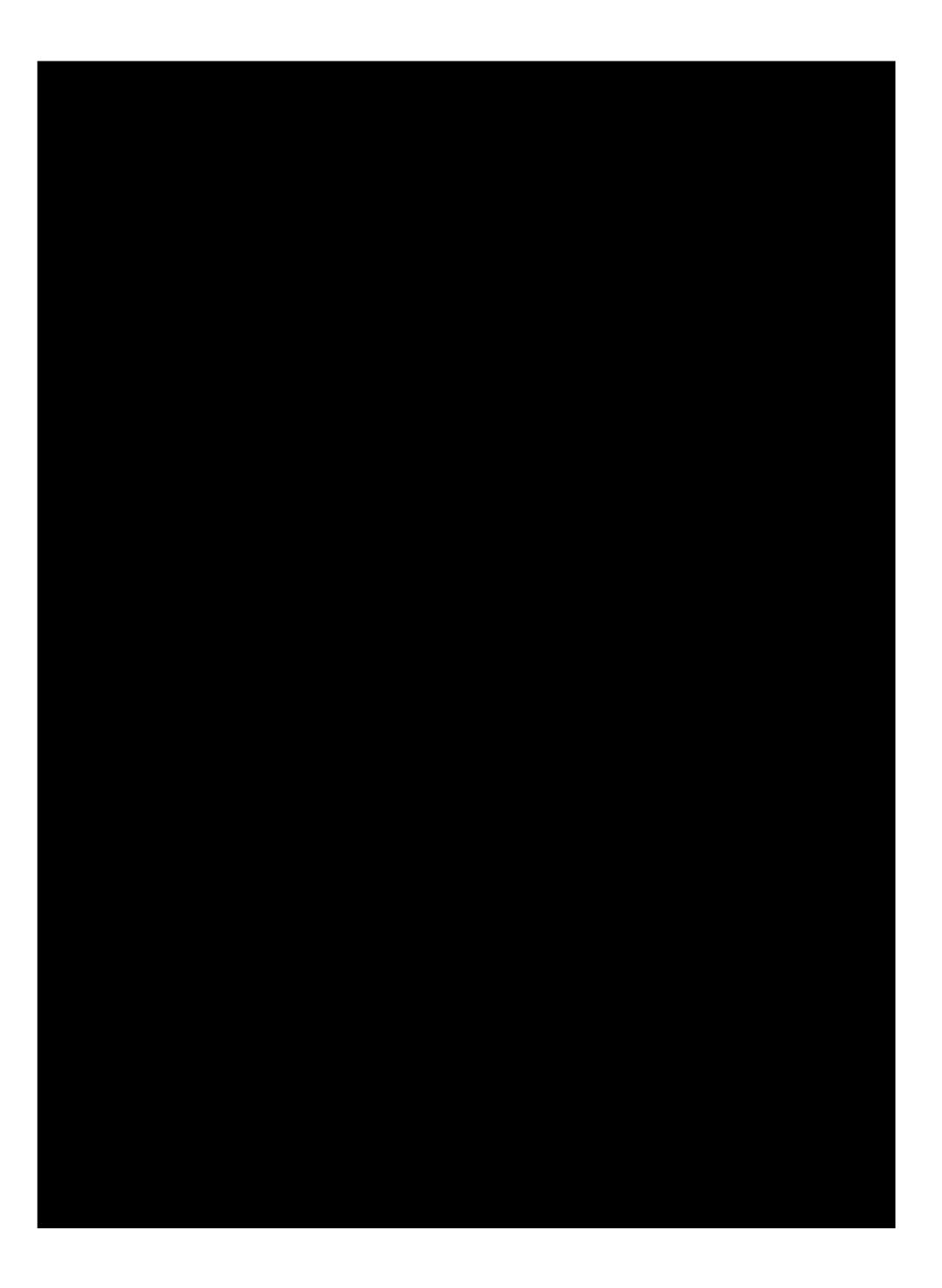


























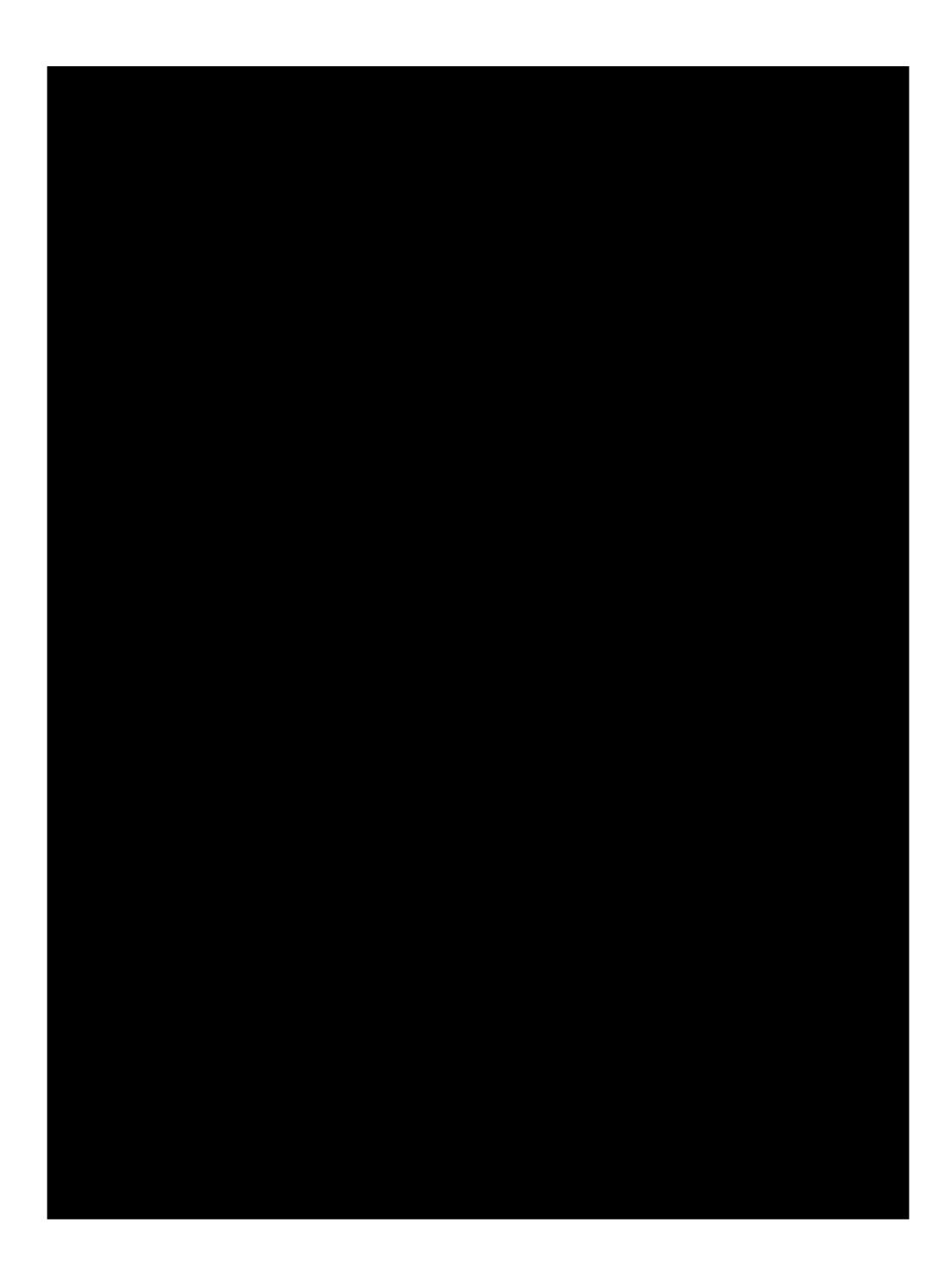




















#### **Contract Data Part Two**

Part Two – Data Provided by the Contractor

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The Contractor is

Name

ES Global Ltd.

Address communications

for

Unit G East, Coate House, 1-3 Coate Street, London, E2 9AG

Address for electronic communications

The fee percentage is

The working areas are

Expo Plots A33 & A34 and the surrounding areas for the UK Pavilion as well as potentially other areas of the Expo site.

Realistically we also need to cover the workshops, storage areas, fabrication/factory areas and offices of ESG, ESG KK and all our subcontractors and consultants (including their subsupply chains) worldwide.



# The key persons are

Name (1)		
Job		
Responsibilities		
Qualifications		
Experience		
Name (2)		
Job		
Responsibilities		
Qualifications		
Experience		
Name (3)		
Job		



SI	ness & Irade	
	Responsibilities	
	Qualifications	
	Experience	
	Name (4)	
	Job	
	Responsibilities	
	Qualifications	
	Experience	
	Name (5)	
	Job	
	Responsibilities	



Qualifications			
Experience			
Name (6)			
Job			
Responsibilities			
Qualifications			
Experience			
Name (7)			
Job			
Responsibilities			
Qualifications			
Experience			
Name (8)			



Job

Project\_1355 UK Pavilion at Expo 2025 Osaka

Responsibilities Qualifications Experience

# The following matters will be included in the Early Waning Register

- a. Resolving Design and gaining Approvals
- b. Delay in handover of site to DBT by Expo.
- c. Further to last point, delays in start of Expo period.
- d. Restrictions on access to site.
- e. Japanese labour and materials shortages/increased costs.
- f. Ground conditions and utilities not being as Expo have stated
- g. financial distress events



### 2 The Contractor's main responsibilities

If the *Contractor* is to The Scope provided by the Contractor provide Scope for its for its design is in design

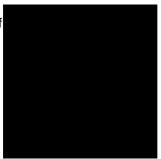
5. UKP at Expo 2025 Osaka - DBMD -Contractor Scope

### 5 Payment

£24million (twenty-The Total of the Prices is four million pounds) The Contractor's Management Cost is the guaranteed maximum price of The Contractor's Design and Survey Cost is the guaranteed maximum price of The Contractor's Construction Cost is the guaranteed maximum price of The Contractor's Fit-Out Cost is the guaranteed maximum price of The Contractor's Maintenance is the guaranteed maximum price of

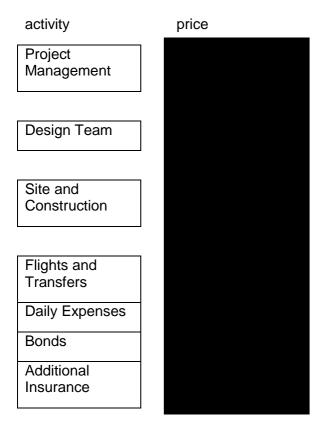


The Contractor's Decommissioning Cost is the guaranteed maximum price of



If Option F is used

Work which the Contractor will do is



The above is an indicative breakdown of the Work the *Contractor* envisages they will do, with such activity and *price* being that foreseen to complete these Works. The Parties agree that the description of the activity and *price* is subject to adjustment, change or addendum by written agreement between the Parties.

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Resolving	ana	avoiding	aisputes

If Option W1 is used

The Senior Representatives of the Contractor are

Name (1)



Address communications

for Unit G East, Coate House, 1-3 Coate Street, London, E2 9AG

Address for electroni communications

Name (2)

Address communications

for Unit G East, Coate House, 1-3 Coate Street, London, E2 9AG

Address for electronic communications

# CONTRACT FOR DESIGN, BUILD AND FIT OUT, FACILITIES MANAGEMENT AND DEMOLITION OF THE UNITED KINGDOM PAVILION AT THE EXPO 2025, OSAKA, KANSAI, JAPAN

NEC4 Engineering and Construction Contract Option F, between the Secretary of State for the Department of Business and Trade ("Client") and ES Global Ltd ("Contractor")

#### **Incorporation of Technical Documents:**

The Contract Agreement, Contract Data Part 1 and Contract Data Part 2 include and shall be subject to the technical documents contained within the Scope, found at the following web address and referenced in the attached register of documents, subject to any amendments that have been expressly agreed between the Parties:

CR\_3097 - Expo 2025 Osaka - Design, Build, Maintain, & Decommission (DBMD)

These files will be made available electronically in this location for a period of 4 weeks to allow sufficient time for the parties to download for their records.

By signing below, the Client and Contractor acknowledge receipt of the documents referenced as the Scope.

Receipt of documents acknowledged:





# Scope

# NEC4 Engineering and Construction Contract Main Option F

# UK Pavilion at Expo 2025 Osaka – Design, Build, Maintain & Decommission (DBMD) Contract

Contract Ref: CR\_3097

SCOPE: Issue Date: 19th June 2023



#### Content

S000	Summary and Glossary of Terms
S100	Description of the works
S 200	Constraints on how the <i>Contractor</i> Provides the Works
S 300	Contractor's design
S 400	Completion
S 500	Use of the works by the Client
S 600	Programme
S 700	Quality management
S 800	Tests and inspections
S 900	Management of the works
S 1000	Services and other things to be provided
S 1100	Working with the <i>Client</i> and Others
S 1200	Health and safety
S 1300	Subcontracting
S 1400	Title

#### **Annexes to Scope**

- A. Plot sheet
- B. Maintenance brief of requirements
- C. Immersive Design Pack
- D. Expo BIM Guide
- E. Expo Design Guide
- F. Expo Design Guide Appendix
- G. Expo Construction & Demolition Guide
- H. Expo Sustainable Procurement Code
- I. About Environment Assessment
- J. Matters to be agreed upon for the general management
- K. Common temporary road plan
- L. Vehicle traffic route plan
- M. Construction rules
- N. Universal Design Guidelines
- O. Handling of Freight
- P. Customs Procedures
- Q. Freight handling tariff
- R. Customs clearance services tariff
- S. Spatial & Functional Requirements
- T. Special Regulation 4



- U. Special Regulation 7
- V. Incentive Schedule
- W. Guideline for lighting design
- X. Height of Landfill
- Y. Partial revision Water
- Z. Partial revision Back-up electricity Supply



S 000 Project objectives

The purpose of this Scope and its Annexes is to outline the requirements for the provision of the Design, Build, Maintain, Decommission (DBMD) *Contractor* that will deliver a self-build, temporary UK Pavilion (UKP) at World Expo 2025 Osaka ("Expo") taking place in Osaka, Japan from 13th April – 13th October 2025. Throughout this document, this supplier will be referred to as the *Contractor* 

Expo 2025 Osaka has the following objectives:

- To be a key platform leading to the achievement of the United Nations (UN) Sustainable Development Goals (SDGs) by 2030 – the target set by the UN; and
- 2. To progress Japanese society, economically and socially, and to resolve global issues through new technologies including Artificial Intelligence (AI), robotics, big data, and biotechnology.
- 3. Bringing the world together to demonstrate breakthrough technologies to create and communicate new ideas:
- 4. Increasing Japan's trade and investment with the rest of the world;
- 5. Innovation; and
- 6. Supporting the growth of regional economies and SMEs.

World Expos are a global gathering of nations dedicated to finding solutions to pressing challenges of our time by offering a journey along a universal theme through engaging and immersive activities. World Expos welcome tens of millions of visitors, allow countries to build extraordinary pavilions showcasing their nations and transform the host city for years to come.

World Expos are unrivalled among international events in their size, scale, duration, and visitor numbers. They are large-scale platforms for education and progress that serve as a bridge between governments, companies, international organisations and citizens.

Participants in World Expos are given a unique opportunity for global promotion in terms of soft power, cultural, education and economic objectives together with the opportunity to collaborate with both the host country and other participant nations.

Each country's participation in World Expos should be carefully designed around a message that reflects both major issues at the top of the global agenda and a particular vision of the country in question. The result is a unique combination of remarkable pavilions, which creates an ensemble ('The World In One Place') that is unique in its capacity to inform, inspire and amaze.

The sub-themes for Expo are: "Saving Lives"; "Empowering Lives"; and "Connecting Lives".

The primary audiences for the UK Pavilion are:

- Japanese and international General Public Visitors.
- Japanese and Global VIPs including Ministers; and
- Business Audience (targeted).

Under the overarching theme and the sub-themes, the UK has an excellent story to tell as a science superpower with world-beating health and technology industries.



Expo 2025 Osaka will be an important milestone in the UK/Japan relationship following the signing of the Free Trade Agreement (FTA) in 2020, the UK's accession to the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), and the importance of the UK's trade, security and foreign policy bilateral relationship with Japan.

With one hundred and fifty (150) expected participating nations, it will be a major platform to promote an outward looking Global Britain boosting our international reputation, prosperity and engagement with global partners, catalysing global collaborations and taking stock of progress towards the UK's 2030 milestones for the UN's Sustainable Development Goals (SDGs).

The UKP will be a content-led, temporary structure focussing on visitor experience and promoting the UK's strengths to the world, including world-class universities, ground-breaking research, high-tech start-ups, creative industries and goods and beverage sectors.

A strong UK presence through delivery of a UKP will also strengthen the UK's partnership with Japan and support achievement of the objectives for the region as described above.

The UKP will tie in with His Majesty's Government (HMG)'s GREAT Campaign of "See Things Differently", which is already resonating with the Japanese public – the primary demographic for visitors to the UKP.

Through the UK's presence at Expo 2025 Osaka, we will promote UK culture, tourism, education, Innovation and UK business. We will do this by:

- Positively influencing perceptions of the UK in Japan/regionally.
- Encouraging Japanese people to visit and study in the UK.
- Strengthening the diplomatic relationship with Japan supporting the UK in Japan Network's wider activity.

The experience of the UKP will also need to meet and exceed the expectations of visitors, being a positive, interactive, and intriguing experience reinforcing the UK's reputation for what we do well whilst challenging outdated stereotypes – 'to see things differently'.

S001 Glossary of Terms

Term	Meaning
A works	Basic level of finish to interior spaces, comprising but not limited to; Mechanical and electrical services, basic lighting, air conditioning, toilets, raised access flooring, suspended ceilings, basic life safety systems, perimeter walls
B works	Operational building to clients' standard requirements, comprising but not limited to; partitions, doors, floor finishes, wall finishes, ceiling finishes, specialist lighting, basic furniture and soft fittings, basic joinery, basic wayfinding and graphics, Information Technology (IT) installation, kitchens, landscaping and planting, external finishes.
BIM	Building Information Modelling
C works	Specialist Client finishes to unique standard, comprising but not limited to; Specialist furniture and soft fittings, Specialist joinery, Specialist wayfinding and graphics, Specialist Information Technology.



CDM	Construction Design and Management
CMEP	Construction Management Execution Plan
DBT	Department for Business & Trade
FF&E	Furniture, Fixings and Equipment
HMG	His Majesty's Government
HVAC	Heating, Ventilation and Air Conditioning
ICDS	International Content Design Supplier
MEP	Mechanical, Electrical & Plumbing
PM	Project Manager
Shell & Core	Internal Framework of a building, comprising but not limited to; Structural Elements (including Concrete and metal frames) Weatherproofing, Central Lobbies, Vertical Transportation Shafts, Stair Cores and Staircases, Utilities
UKP	UK Pavilion

#### S 100 Description of the works

S 105 Description of the works (11.2(15))

The lead party within the DBMD project will be the *Contractor*, similar to a turnkey provider – who will deliver directly or through their supply chain all the services and works involved in designing, building, maintaining, and decommissioning the UKP in a sustainable way. This role is identified in the table below as the Integrator. The *Contractor* shall fulfil the role of Integrator, who is ultimately responsible for the successful delivery of the project, on time and on budget.

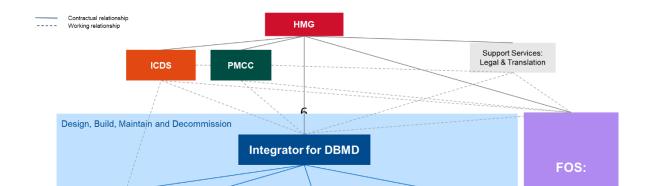
Details of the overall Expo site can be found in section 2 of Expo's "Design Guidelines Type A" document (Annex E).

The UK plot is a combination of plots A33 and A34. It is located in the "Saving Lives" district and is close to the waterfront. The plot sheet can be seen in Annex A.

Acting as a central point of contact for the Department of Business and Trade (DBT), the *Contractor* will collaborate effectively with the Client's *Project Manager*, *Supervisor* and International Content Design Services (ICDS) suppliers throughout the different project phases.

The *Contractor* will be responsible for managing their supply chain, overseeing the delivery of all the necessary work by their various sub-contractors.

The *Contractor* will be responsible for making sure that the Pavilion can be designed, built, maintained and decommissioned within the budget.





#### S110 Works Packages

The Works Packages describe the discrete parts of the *works* the *Contractor* provides. All of these Works Packages, including the Design Works Package must be provided

For **Design Works Packages**, refer to S300 of the Scope. All of the Contractor's requirements are spelt out in this section.

#### **Construction Works Package**

The *Contractor* will be responsible for the entire construction of the UK Pavilion to provide a fully functioning and operational building that meets all of the Expo guidelines and local regulations and enables the pavilion to operate for its intended purpose including, but not limited to:

- Management and security of the UK plot including perimeter fencing
- Site preparation and enabling works
- Prototypes, samples, tests and mock-ups
- Shell & Core
- A works
- B works
- C works
- Landscaping
- Testing & Commissioning as required by the Client
- Maintenance and hard operations (see 'Maintenance Works Package')
- Decommissioning (see 'Decommission')
- Site clearance and handback

#### The Contractor must:

- Construct in accordance with Expo, Japanese and local regulations. See S 200 and S 210 for more information. The *Contractor* will be responsible for all requirements designated to Participants in Expo's "Construction Demolition TypeA" document (Annex G).
- Develop and maintain a Construction Management Execution Plan (CMEP).
   S 910 details the requirements of this plan.
- Develop and maintain an Environmental Management Plan in line with Sustainability requirements. See S 910



- Be responsible for and maintain high standards of Health & Safety for the duration of the contract. The *Contractor* must undertake regular Health & Safety inspections, implement safe working practices, monitor and report on all unsafe working and near misses and minimise and report on all lost time incidents.
- Complete construction activities in line with the programme and key milestones laid out in S 630.

The *Contractor* will be responsible for gaining all Expo and local authority approvals related to the construction of the Pavilion. The *Contractor* will be responsible for paying any fees related to these approvals.

The *Contractor* will only be able to commence construction once they have received their building permit and accepted handover of the plot from the Expo organisers.

The *Contractor* will be responsible for the transportation of all materials necessary for the construction and fit-out of the Pavilion to site, including any physical exhibits to be displayed as part of the visitor experience.

The *Contractor* is responsible for arranging all permits, inspections and other approvals with the Expo organiser and/or local authorities and for any associated fees.

#### **Fit-Out Works Package**

The *Contractor* will be responsible for purchasing, installing and setting up all fixtures, fittings and equipment associated with the content and visitor journey, as specified by the ICDS supplier. The *Contractor* will be responsible for installing the content supplied by the ICDS on to the necessary equipment and testing all systems involved with the content and visitor journey.

The installation and testing of content will be overseen by the ICDS supplier to ensure it is consistent with the vision for the UKP.

The *Contractor* will be responsible, at its risk, for the transportation of all materials necessary for the construction and fit-out of the Pavilion to site, including any physical exhibits to be displayed as part of the visitor experience.

The *Contractor* will be responsible, at its risk, for arranging access to the site for any visitors from *Client*, other HMG departments, *Project Manager* and ICDS suppliers or any other supplier appointed by *Client*. The *Contractor* must have spare PPE equipment (hard hats, boots, gloves, safety glasses, hi-vis jacket) available for visitors who do not have their own (no fewer than 10).

Upon completion of all construction work and Fit-Out and the necessary approvals being obtained, the *Contractor* will formally hand the Pavilion over to *Client* for the operation period.

The *Contractor* is responsible for arranging all permits, inspections and other approvals with the Expo organiser and/or local authorities and for any associated fees.

#### Maintenance Works Package



A detailed brief of the maintenance requirements can be found in Annex B (Maintenance Brief of Requirements)

The *Contractor* will be expected to present a first draft of their maintenance strategy to *Client* 6 months before the Expo is due to commence (Monday 14<sup>th</sup> October 2024).

The *Contractor* will be responsible for arranging access to site for all maintenance personnel and for arranging delivery of any necessary materials.

The *Contractor*'s maintenance responsibilities will commence on the date they hand the Pavilion over to *Client* for operation.

The *Contractor*'s maintenance responsibilities will end on the date that *Client* hands the Pavilion back to the *Contractor* for decommissioning.

#### **Decommissioning Works Package**

The *Contractor* will be responsible for the decommissioning of the Pavilion, the removal of all materials from site and for arranging the recycling, return, reuse, resale or disposal of these materials.

Materials should only be disposed of when there is no other more sustainable option.

The *Contractor* has, as part of its Tender, submitted an outline proposal for decommissioning. Following successful completion and approval of the Final Design, the Supplier will refine and detail an extensive decommissioning plan for approval by *Client* – the "Decommissioning Plan". The Supplier will submit this to *Client* one (1) month following completion of approval of Final Design.

The Decommissioning Plan must take into account both *Client* and Exporequirements for decommissioning as stated in this S 205.

Two (2) months prior to the end of the Expo live period, the Supplier will resubmit an up-to-date Decommissioning Plan to *Client* to approve – the "Final Decommissioning Plan", taking into account any updated guidance from Expo as well as adjusting for logistical and market conditions.

*Client* reserves the right to request changes to the Final Decommissioning Plan as it requires, including, but not limited to, the right to share in any revenue made from the sale of assets *Client* previously paid for to deliver the UK Pavilion.

*Client* will approve the Final Decommissioning Plan one (1) month prior to the end of the Expo Live period.

Client will require up to three weeks after the close date of Expo (13<sup>th</sup> October 2025) to vacate the building. Once Expo finishes, the *Contractor* will take partial handover of the site as long as they don't cause disruption to the operations of *Client* and *Client*'s suppliers. Full handover will take place once *Client* have vacated the building and an exact handover date will be mutually agreed no longer than one month prior to the end of Expo.



The *Contractor* must reinstate the UK plot to a condition equivalent to that when the plot was handed over by the organiser, including removal of all foundations, below ground and surface materials. See Expo's Construction Demolition Guidelines (Annex G) for more detail.

The *Contractor* is responsible for handing the plot back to the Expo organiser once all decommissioning has been completed.

Once all decommissioning works are complete, the *Contractor* will provide *Client* with a final sustainability report, highlighting the *Contractor*'s performance against their Sustainability Plan (see S 910.) Sustainability performance will also be tracked as a KPI. Please see Annex V (Incentive Schedule).

The *Contractor* is responsible for arranging all permits, inspections and other approvals with the Expo organiser and/or local authorities and for any associated fees.

#### S 200 Constraints on how the Contractor Provides the Works

S 205 General Constraints and Expo Requirements Unless otherwise agreed by the *Project Manager* and *Contractor*, in Providing the Works the *Contractor* complies with the Expo requirements in relation to the *works* and must ensure all Subcontractors and suppliers do the same.

The *Contractor* must comply with all Expo Guidelines and local regulations in all of their activities to Design, Build, Maintain and Decommission the UK Pavilion. This includes any Expo Guidelines which are yet to be released. A list of the key current documents can be found below. All remaining available guidance will be made available to the *Contractor* upon contract award.

- Design Guidelines TypeA (Annex E)
- Design Guidelines Appendix (Annex F)
- Universal Design Guidelines (Annex N)
- BIM Requirements (Annex D)
- Construction Demolition Guidelines Type A (Annex G)
- Sustainable Procurement Code (Annex H)
- Special Regulation 4 Construction (Annex T)
- Special Regulation 7 Transport & Customs (Annex U)
- · Site construction rules, including:
  - About Environment Assessment (Annex I)
  - o Matters to be agreed upon for the general management (Annex J)
  - Common temporary road plan (Annex K)
  - Vehicle traffic route plan (Annex L)
  - Construction rules (Annex M)
- · Customs and Freight Handling Guidelines, including:
  - Handling of Freight (Annex O)
  - Customs Procedures (Annex P)
  - Freight handling tariff (Annex Q)
  - o Customs clearance services tariff (Annex R)



The *Contractor* is expected to liaise directly with the local authorities as early as possible on the design of the Pavilion to get their feedback and cooperation towards the Concept Design and Final Design approvals.

The *Contractor* is expected to liaise directly with the Expo organisers and their site Contractors during the construction phase to provide updates on progress, coordinate deliveries to site and participate in Expo's Communication and Coordination Council.

The Contractor will bring no explosives or hazardous materials to the Site.

The *Contractor* is expected to comply with all requests for information or inspections made by the organiser, including Health & Safety inspections.

The *Contractor* is responsible for gaining all necessary approvals for the design, build, operation, maintenance and decommissioning of the Pavilion and for all associated fees.

The *Contractor* will be responsible for arranging access to the site for any visitors from *Client*, other HMG departments, *Project Manager* and ICDS suppliers or any other supplier appointed by *Client*. The *Contractor* must have spare PPE equipment (hard hats, boots, gloves, safety glasses, hi-vis jacket) available for visitors who do not have their own.

The *Contractor* is responsible for paying fees for shared site services during the construction, maintenance and decommissioning stages including, but not limited to, staff transport, last mile and wheel cleaning services.

The Contractor ensures that in each Subcontract or contract directly relating to the works and any of the Works Packages, a term exists requiring each Subcontractor to comply with all requirements set out above, specifically referring to the Expo requirements. Other specific constraints include, but are not limited to:

- access to the Site,
- security,
- · deliveries,
- working hours,
- traffic management / road closures,
- Crane:
- COVID or other required vaccinations and
- interfaces between the works and existing things.

S 210 Statutory regulations applicable to the Site location

The *Contractor* complies with UK statutory regulations unless otherwise stated in the Scope.

To the extent applicable, and when required to Provide the Works, the *Contractor* also complies with the law applicable to the Site location, in Osaka, Japan including any statutory regulations and legislation.

S 215 Security and protection of the Site

The *Contractor* takes all necessary precautions to safeguard the Site and the *works* against vandalism, theft and unauthorised entry during and outside working hours. The *Contractor* is solely responsible for safeguarding the *works* from vandalism, theft and unauthorised entry. The *Contractor* ensures security of



adjacent properties are not affected due to its activities and prevents work people from trespassing upon adjacent property.

S 220 Protection of existing structures and utility services The *Contractor* establishes the positions of, protects, upholds and maintains all structures and utility services including ducts, sewers, pipes, cables, overhead cables and statutory or utility company apparatus during the execution of the *works*. The *Contractor* makes good any damage due to any cause within its control at its own expense and pays all costs and charges in connection therewith.

When required to Provide the Works, the *Contractor* coordinates and liaises with relevant statutory authorities and utility companies to arrange power, electricity, gas, sewage, wifi or anything as required by Expo or to enable the Pavilion to operate as intended.

S 225 Protection of the works

The *Contractor* protects the *works* against damage arising from weather conditions, construction activities, Others including vermin, warping, distortion, humidity or other environmental conditions, which would have an adverse effect upon the *works*. The *Contractor* takes all necessary steps to protect, including altering protection as necessary during the construction process at their own cost.

S 230 Use of the Site

The *Contractor* does not use any part of the Site for any purpose other than that connected with the works.

The *Contractor* acknowledges that Others, including Expo or government officials may be present on Site. The *Contractor* must make all necessary accommodations for this at its own cost.

S 235 Behaviour of site personnel

The *Contractor* ensures that all its persons act in a professional manner that does not bring the *Client* into disrepute or discredit and takes due regard for the culture and practices of the Site location.

No alcohol or drugs are brought to or consumed on Site. Anti-social behaviour is not tolerated on the Site and the *Project Manager* may instruct offenders to be permanently removed from the Site.

S 240 Site cleanliness

The *Contractor* keeps the Site and the works clean and tidy at all times. The *Contractor* removes rubbish and debris; does not permit it to accumulate, cause obstruction or become a fire risk.

S 245 Waste materials

The *Contractor* prepares and submits a site waste management plan.

To the extent the *Contractor* is the producer of any waste material arising from the *works*, it complies with all relevant statutory regulations and legislation in Japan in disposal or treatment.

The *Contractor* reduces waste wherever possible during construction, through any design development and follows good practice in segregation and minimisation of waste through re-use and recycling and the identification of sourcing and use of environmentally and socially responsible materials.

The *Contractor* ensures that all flammable packaging materials, waste etc are immediately removed from the Site.



S250 Contractor's Team

The *Contractor* must fulfil the below key roles and responsibilities within their team or supply chain.

- 1. Licensed Japanese General Contractor
- 2. Registered Japanese Architect of Record
- 3. Construction Supervisor (can be the same as Architect of Record)
- 4. Designer, including (but not limited to) interiors, content development and coordination and MEP.

The Contractor will act as the Principal Contractor in accordance with CDM (Construction Design and Management) Regulations 2015. They must notify Client of who within their team will fulfil the role of Principal Designer.

If the *Contractor* wishes to change any Key Person or Subcontractor carrying out the key roles identified above, they must submit a request to *Client* and await *Client*'s approval before making the change.

S 255 Sustainability

The *Contractor* must have the building assessed for energy efficiency using the Comprehensive Assessment System for Built Environment Efficiency (CASBEE) and achieve environmental efficiency of rank A or above. The *Contractor* will be responsible for arranging the assessment and any associated fees. More information about the exact requirement can be found in section 3.4. of Expo's "Design Guidelines TypeA" document (Annex E).

The *Contractor* must comply with all Expo requirements around sustainability including, but not limited to the controls outlined in section 3.4 of Expo's "Design Guidelines TypeA" (Annex E) and section 6 of Expo's "Construction Demolition Guidelines TypeA" (Annex G)

The *Contractor* is required to comply with Expo's "Sustainable Procurement Code" (Annex H) under the following conditions specified by the organiser:

- The Contractor must comply with the procurement code.
- The *Contractor* must cooperate with the Expo organiser in the verification and monitoring of their compliance statuses.
- The Contractor must accept audits by a third party designated by the Expo organiser.

The *Contractor* should plan to recycle, reuse or return as many of the building materials as possible after the Expo. Disposal of materials should only take place when no other option is possible.

The *Contractor* must produce an Environmental Management Plan in accordance with the Sustainability requirements. See S 910 for more details.

The *Contractor* should consider whether any renewable energy generation equipment or other sustainable design elements could be incorporated into the Pavilion design.

S 260 Accessibility

The *Contractor* must design and construct the Pavilion in compliance with Expo's "Universal Design Guidelines" (Annex N) and the associated laws and regulations identified within this document.

S 265 Utilities

Throughout the course of the works, and during each separate Works Package, the *Contractor* must ensure the Site and UKP have uninterrupted supply of all necessary utilities in order to function as specified and required by the *Client* and



Expo. Necessary utilities include, but are not limited to electricity, heating, water, power, gas (if present), wifi and sewage.

The *Contractor* must liaise with any utility provider, statutory undertaker or Expo in order to ensure any interruption to any necessary utility is minimal.

During the Design, Construction, Fit Out and Decommissioning Works Package phases of works, the *Contractor* is solely responsible for ensuring the necessary utilities are present on Site and for UKP.

During the Maintenance Works Package phase, the *Client* shall directly liaise and contract directly with utility providers in order to power UKP. From the moment UKP is handed back to the *Contractor* in order to allow it to commence the Decommissioning Works Package phase, the responsibility for providing all necessary utilities reverts to the *Contractor*. The *Contractor* must be prepared for this handover.

#### S 300 Contractor's design

S 310 *Contractor's* design obligations

The *Client* appointed an International Content Design Services (ICDS) supplier, Immersive Limited, (hereafter Immersive) in April 2023 who are responsible for designing the visitor experience and associated content. Immersive have also been responsible for providing a design intent for the Pavilion as a whole. See Annex C for Immersive's design pack which details both the visitor experience and the design intent for the Pavilion (this Annex C contains a number of files).

The *Contractor* should use this design intent as <u>a guide only</u> for the final design of the Pavilion. The *Contractor* is required to suggest value engineering solutions that will provide better value for money, allow the Pavilion to be designed and built on time or will better meet the requirements listed in the Scope, including the Expo requirements

The *Contractor* will progress the design for the UK Pavilion, and its surrounding plot landscape. This design must:

- Meet the requirements laid out in the Scope.
- Be compliant with Expo and local regulations.
- Be guided by the design intent.
- Be able to house the proposed content and visitor journey. The Contractor will
  need to work closely with the ICDS supplier on contract award to coordinate
  this.
- Be able to be developed, approved and constructed in line with the programme and key milestones laid out in S 630.
- Allow the building to be constructed and operated safely, in accordance with Japanese standards and regulations.
- Be designed using CDM (Construction Design and Management) Regulations 2015 as a minimum standard.
- Be suitable for the specific ground conditions of the Site. The Contractor will
  be responsible for determining the correct form of ground surveys to support
  the design and construction, arranging and securing any ground surveys and
  for their associated costs.
- Be suitable for operation from April-October 2025, taking into account the possible weather conditions during this period.



 Be able to operate successfully and be attractive to visitors both in the daytime and at night.

The *Contractor* must design the UKP and interior Fit-Out in order to ensure that building permit's and/or Expo permits are achievable.

The *Contractor* will be responsible for creating and developing a BIM design in line with the Expo organiser's requirements. See Annex D (BIM Guidelines) for more information.

The *Contractor* must develop and maintain a Design Management Plan. The first draft of this plan must be provided to the *Project Manager* within one week of appointment. S 910 lists the requirements of this plan.

The *Contractor* should consider using materials and systems that can be easily and sustainably decommissioned. Where applicable, the *Contractor* should consider rental or buy back clauses of equipment and materials.

The *Contractor* will be responsible for the design of the telecommunications network on the Pavilion, including Wi-Fi access points. The *Contractor* will provide *Client* with advice on the necessary bandwidth required.

The *Contractor* should consider designing an in-built irrigation system if required to maintain landscaped areas.

The *Contractor* must design and construct the Pavilion in compliance with Expo's "Universal Design Guidelines" (Annex N) and the associated laws and regulations identified within this document.

S 315 *Client*'s design criteria

The Contractor's particulars of design submitted for acceptance complies with:

- Client's outline design / performance specification
- planning consent or equivalent as required by Expo,
- Client's standards identified in S200,
- Expo site & UK plot details,
- Details of the overall Expo site can be found in section 2 of Expo's "Design Guidelines Type A" document (Annex E),
- The UK plot is a combination of plots A33 and A34,<sup>1</sup> and
- any other relevant requirement stated in the Scope.

S 320 Design coordination The *Contractor* will be responsible for gaining all Expo and local authority approvals related to the design of the Pavilion including, but not limited to, Expo's General Design and Final Design approvals.

The Contractor will be responsible for paying any fees related to these approvals.

The *Contractor* will submit their General Design and Final Design packs to *Client* and *Project Manager* for approval one week prior to their submission to Expo.

The *Contractor* is responsible for coordinating the production of a fully integrated dimensional design solution in accordance with the Scope incorporating information from Immersive, so that the arrangements for the *works* make detailed

 $<sup>^{</sup>m 1}$  It is located in the "Saving Lives" district and is close to the waterfront. The plot sheet can be seen in Annex XX



provision for aesthetic, structural, services, environmental, and acoustic requirements.

The *Contractor* is responsible for establishing dates in accordance with the programme for the provision of design or other related information, whether issuing to the *Project Manager* for acceptance or requiring the *Project Manager* to issue to him, taking due regard for the manufacturing and installation of each element of the *works*, checking, third party approvals and acceptance procedures set out in this Scope.

Notwithstanding information that has been made available prior to the Contract Date, the *Contractor* is responsible for analysing the information provided and satisfying itself as to the quality, accuracy and completeness of any such information to ensure that it has sufficient information to develop the constructional aspects of the design, produce working drawings and details and Provide the Works in accordance with the contract.

The *Contractor* takes any measurements on Site required for the manufacture of any elements of the *Contractor*'s design including cutting out existing construction as necessary.

The *Contractor* is to co-ordinate the design and detailing of all interfaces between the *Contractor*'s design and the *Client*'s design where necessary.

S 325 Design submission procedures

The *Project Manager* and *Contractor* shall agree a design submission procedure and process. The agreement of this procedure shall be at no extra cost to the *Contractor*.

Such design submission procedure shall be in accordance with Expo requirements.

S 330 Checking and approvals

The *Contractor* is responsible for obtaining and satisfying any necessary statutory regulations and legislation applicable to the Site location (for example Expo requirements, government department or third party checking engineers) prior to submitting the particulars of the design to the *Project Manager* for acceptance for items that the *Contractor* is responsible for designing.

S 335 Building regulations or equivalent

When required to Provide the Works, the *Contractor* submits information to and obtains all necessary approvals from building control or equivalent statutory authority relevant to the Site location.

The *Contractor* completes the design, obtains all statutory building regulation approvals (including demonstrating by means of testing, compliance with Part L of the Building Regulations and the Expo Regulations) and all other necessary approvals including those resulting from any changes to the Scope made by the *Project Manager*. Such approvals must be unconditional and obtained prior to Completion.

The Contractor provides the Project Manager with copies of all approval notices.

S 345 Using the Contractor's design

The *Client* may use the *Contractor*'s design for any purpose associated with the *Client*'s operation.

S 350 Spatial and Functional Requirements

The purpose of the UK Pavilion is to act as a platform to promote the UK within the Expo and the main function will be to house an immersive visitor experience that is universally accessible to all and that acts as the main visitor attraction. The



Pavilion will also have a restaurant and bar area and a gift shop that will complement the visitor experience and must also be accessible from the main concourse to allow people to visit independently to the visitor experience.

The secondary function of the Pavilion is to host an events and VIP space that can be used to hold functions, meetings and VIP visits. This will primarily be used by the various UK Pavilion Stakeholders such as government departments, British Embassy Tokyo and British Consulate Osaka, and Sponsors. It is envisaged that we will use this space daily and catering for the events will be supplied from the Pavilion's restaurant kitchen.

Finally, the Pavilion will need to house the staffing team needed to run such an operation and this could total approximately 25-40 people per shift so adequate back of house accommodation will be required to support. This will include cleaners, *Contractor's* maintenance staff, security, catering staff, and a general administration and management team.

*Client*'s spatial and functional requirements can be found in Annex S. Not all of these requirements have been included within the initial design pack provided by Immersive. The *Contractor* should hold weekly design development meetings with *Client* and *Client*'s other suppliers to discuss the requirements and their inclusion within the design.

Once the *Contractor* finalises the floor plans of the Pavilion, they must produce room data sheets to be presented to and approved by *Client*, to include, but not be limited to:

- Room name, reference, level, function, revision, date.
- Floor area and dimensions, ceiling height, volume.
- Occupancy
- Level of material finishes (floors, ceilings, walls)
- Acoustic requirements
- HVAC
- Technology (including display screens)
- FF&E
- Power outlets
- Lighting
- Speakers
- Windows and doors

The finalised room data sheets should be included as part of the CMEP.

The *Contractor* will need to provide wayfinding and room name signage throughout the Pavilion in both Japanese and English and, where required, in Braille.

#### **S400 Completion**

S 405 Completion

Completion is certified by the *Project Manager* only when the *Contractor* has Provided the Works and has provided all information as required by the Scope



S 410 Sectional Completion Option X5 Completion is certified by the *Project Manager* only when the *Contractor* has Provided the Works and has provided all information as required by the Scope

S 415 Operation and maintenance manual

The *Contractor* prepares an operation and maintenance manual containing all the appropriate information to enable the *Client* and its staff to properly to operate the UKP during the Maintenance phase.

The *Contractor* obtains manufacturer's literature detailing the maintenance requirements and collates and coordinates this with other information to be included in the operation and maintenance manual. All information is set out in a logical manner within the operation and maintenance manual such that it is clear which information relates to which Plant and Materials installed in the *works*.

S 445 Pre-Completion meetings (Sectional)

The *Project Manager* arranges a number of Sectional pre-Completion meetings for each Works Package, where appropriate, to plan and co-ordinate a successful Sectional Completion and ensure full co-ordination of duties and actions across the project team, the *Contractor* and Users. The *Contractor* attends all such meetings as notified by the *Project Manager*.

### S500 Use of the works by the Client

S 505 Use of the works by the *Client* 

The *Client* uses the parts of the *works* prior to Completion without taking over the *works* in relation to the Client's training and operational testing. This shall take place prior to Construction and Fit Out Works Packages complete

The *Contractor* acknowledges this early access and use of the works, and is not entitled to any time of cost consequences as a result of accommodating this access.

Notification of required access will be given by the *Project Manager* up to 48 hours prior to the access being provided by the *Contractor*. The *Contractor* must ensure unfettered access, and that the works areas and Pavilion are in a safe and working order, such that the *Client* can carry out the necessary operational training and testing.

#### S600 Programme

S 605 Format of the Programme

The programme issued for acceptance consists of, but is not limited to:-

- a critical path gantt chart type programme produced using software agreed with the *Project Manager*,
- a methodology statement as per S 620.

The programme is issued in electronic format, both as a pdf file and in the Mircosoft Project (.mpp) software file or in such other form as the *Project Manager* may require, at cost to the *Contractor*.

S 610 Additional programme requirements

The *Contractor* provides the following information with each programme submitted to the *Project Manager* for acceptance in addition to the requirements of the contract:

- Security clearance timescales,
- Site establishment,



- Planned shipping and arrival in country dates for international consignments,
- Design activities (including timings for submission and *Project Manager* acceptance of Expo design stage reports),
- · Testing & commissioning,
- Submission of the handover deliverables as required by the contract and acceptance thereof,
- · Submission of Health & Safety File as required by the contract and
- Phasing plans where necessary
- All Compensation Events

S 615 Details of the programme

Each activity is segmented to indicate activity duration, time risk allowances, float, health and safety requirements and any other milestones or dates required by the contract within its period.

Each activity shows predecessor and successor dependencies.

Each activity is identified by its own unique sequential number, increasing in increments of five on the first issue of the programme. The same sequential numbering system is used for the same activities on the *activity schedule*.

Free float, total float and terminal float are shown on the programme relative to the critical path analysis, planned Completion and the Completion Date.

S 620 Methodology statement

The *Contractor* issues a methodology statement describing the planned method of work detailing the logic and approach upon which the planning and programming of the *works* are based and the sequencing of all Subcontracted work. It includes for each operation how the *Contractor* plans to manage its Subcontractors, or where the *Contractor* is carrying out work itself, how it plans to do the work identifying the principal Equipment and other resources which he plans to use.

The aim of this statement is to establish the logistical and practical parameters within which the *works* are carried out.

The methodology statement is revised and re-issued for acceptance as required when the *Contractor* establishes in greater detail the methods, resources and Equipment used. Comments from the *Project Manager* are incorporated as appropriate.

The methodology statement is therefore a document which develops alongside the design, procurement and construction, which is reviewed and updated on an on going basis.

S 625 Work of the *Client* and Others

The *Contractor* shows on its programme submitted for acceptance the order and timing of the work of the *Client* and Others, including Expo inspections or attendance of people at Site.

S 630 Milestone Dates

The table below details key milestones to be met. These are either Key Dates or Sectional Completion Dates. The *Contractor* must include these in every programme. Where there is potential delay, the Methodology Statement and programme are to be updated to show how the *Contractor* is using all endeavours to mitigate against such delay.

Milestone Date



General Design Submission	Not later than 16 October 2023
to Expo for approval	
Final Design Submission to	Not later than 03 January 2024
Expo for approval	
Building Permit approval	Not later than 12 February 2024
and Construction	
commencement	
Early possession to DBT for	Not later than 14 February2025
operations training & test	
events	
Construction Completion	Not later than 04 April 2025
Exhibit Fitout Completion	Not later than 04 April 2025
Handover to DBT for Expo	Not later than 11 April 2025
Decommissioning,	Not later than 4 February 2026
dismantling and site hand	
back	

#### **S700 Quality Management**

S 705 Quality management system

The *Contractor* operates a quality management system for providing the works, which complies with the following requirements:

- Compliance with BS EN ISO 9001 Quality Management system and 9002 (or equivalent standard agreed with the *Project Manager*.)
- Compliance with ISO 14001 Environmental Management (or equivalent standard agreed with the *Project Manager*.)
- Compliance with ISO 45001 Health & Safety Management Standard (or equivalent standard agreed with the *Project Manager*.)
- Any additional requirements required by Expo

S 710 Quality Policy Statement and Quality plan The *Contractor* states as a minimum in the quality plan how, in Providing the Works, it intends to comply with Expo requirements, and fulfil the following:

- manage and resource the works, including what Subcontractors and suppliers it intends to use,
- manage the acceptance of samples of Plant and Materials and workmanship in accordance with the contract,
- manage tests and inspections in accordance with the contract by reference to an inspection and test plan,
- · comply with recognised good practice,
- comply with manufacturers recommendations,
- order, deliver, handle, store and fix Plant and Materials and
- manage the setting out of the works and the instrumentation to be used.

The *Contractor* provides a quality statement which confirms their acceptance to meet or exceed the quality standards required by Expo for the duration of the contract.



S715 Quality Assurance Programme

Only if the *Project Manager* requires and requests, the *Contractor* provides a contract quality assurance programme to define their project administration quality organisation arrangements for site functions, together with those systems, procedures and documents, which will be used to ensure compliance with the Contract.

Unless stated otherwise the *Contractor* submits to the *Project Manager* for comments the first quality assurance programme no later than ten (10) days after the *starting date*.

The contract quality assurance programme details the management structure and levels of responsibility and authority of personnel involved in the Contract and their specific responsibilities for site quality assurance activities and the interface arrangements between, the *Project Manager*, the *Supervisor*, Others, the *Contractor*, suppliers and Subcontractors.

During the contract, the *Project Manager* monitors the implementation of the quality assurance arrangements. Monitoring shall be by means of surveillance of activities at the work locations and / or by formal audits of the adherence of the *Contractor* to the systems and procedures, which constitute the quality assurance arrangements. A corrective action programme shall be agreed in respect of any deficiencies revealed by such monitoring.

S 720 Materials

Unless otherwise stated in the work specifications and drawings, all products incorporated into the *works* are new.

Where a choice of manufacturer or source of supply is allowed for Plant and Materials, the whole quantity required to complete the work is of the same type, manufacturer and/or source unless otherwise agreed. If instructed by the *Supervisor*, the *Contractor* submits evidence of the sources of supply.

S 725 Deleterious material

The *Contractor* complies with any relevant British Standards or other standards applicable to the Site location current at the Contract Date, as well as Expo requirements on deleterious or hazardous materials.

The *Contractor* does not use or specify for use in the *works* any Plant and Materials which are generally known to be deleterious to health and safety and / or to the durability of the *works* in the particular circumstances in which they are specified for use or used.

#### **S800 Test and Inspection**

S 805 Tests and inspections

In Providing the Works, the *Contractor* complies with all testing and inspecting requirements required by the contract, including those:

- stated in the work specifications and drawings and
- required by Expo,
- required by law applicable to the Site location, including any statutory regulations and legislation.

The *Contractor* gives a minimum of 7 working days notice for 'hold point' inspections in the UK, and 10 working days notice for an overseas Subcontractor unless otherwise agreed. A minimum of 24 hours notice is required for on-Site inspections.



S 810 Inspection and test plan

The *Contractor's* quality plan includes an inspection and test plan covering all the Works Packages. If instructed to by the *Supervisor*, the *Contractor* submits inspection and testing plans for each part of the *works* that the *Supervisor* requires.

The format and content of the inspection and testing plans is agreed with the *Supervisor* and includes, as a minimum:

- Identification of all "hold points" required in order to comply with the contract.
- details of acceptance standards such as the work specifications, Client standards, regulations and legislation,
- requirements for samples, benchmarks, trials and prototypes,
- details of records and other deliverables generated as part of the inspection and test process (including any document, certificates or records),
- who is responsible for implementing the planned arrangements,
- who is responsible for certifying that compliance with requirements has been achieved,
- any independent interventions and verifications by the Supervisor, Compliance Team, Site Staff, Subcontractors, third parties or stakeholders etc. including hold, witness, review and notification points.)

S 815 Samples

The *Contractor* provides to the *Supervisor* samples of Plant and Materials and workmanship and / or access to inspect such samples:

- as required by Expo
- as required by the work specifications,
- as otherwise stated in the Scope or
- when instructed to do so by the Supervisor, before proceeding with the relevant work.

S 820 Management of inspections, tests and samples

The *Contractor* identifies each test and inspection in the ITSS, which is used by the *Contractor* and *Supervisor* to coordinate and manage their attendance at each test and inspection, as may be required.

S 825 Plant and Materials off Site

The *Contractor* tests or allows to be inspected by the *Supervisor* Plant and Materials that the contract requires is to be tested or inspected before delivery to the Working Areas.

S 830 Access for inspecting the works

When required to Provide the Works, the *Contractor* provides access for the *Supervisor* for testing Plant and Materials, exposed surfaces and material from excavation or demolition and completing any inspections (including filming by video). Access is arranged as necessary to any place of manufacture or fabrication, including places that are not in the Working Areas.

S 835 Inspection and test certificates

Unless otherwise stated in the Scope, inspection and test certificates are prepared and submitted to the *Supervisor* in accordance with the Expo and work specifications.



S 840 Minimum Standards required The following minimum standards on testing and inspection will stand until the testing and inspection procedures of the *Contractor* are submitted as part of the CMEP and approved by the *Project Manager*.

#### The Contractor

- Develops the inspections and tests identified for the completion of their works into a written inspection and test plan for acceptance by the Supervisor.
- Presents the Inspection and Test Plan via software to be mutually agreed upon appointment and itemises in tabular form all key activities, controlling procedures, inspection requirements and related documentation associated with that particular item of work.
- Gives the Supervisor a minimum of 5 days' notice of the conduct of inspections and tests for the purpose of witnessing them. Gives the Supervisor for inspection for manufacturing off Site, but within Japan, 10 days' notice and a minimum of 20 days' notice for any manufacturing taking place elsewhere.
- Allows free access to the Supervisor to carry out the necessary audits, surveillance, inspections and tests and to prepare records in accordance with the Contract requirements.
- Records the results of all tests and inspections carried out by the DBMD supplier and, within 24 hours of the inspections or tests being completed, provide the original of the results to the *Supervisor* together with a hard copy, within 5 days after completion of the test/inspection supply one further copy of all inspection/test certificates and charts to the *Supervisor*.
- Notifies the Supervisor, in writing, if they become aware of any circumstances which are likely to result in any non-conformance or potential non-conformance to the contract requirements.
- Provides all measuring and test equipment necessary to commission and test the works and maintains current test certificates traceable to appropriate national standards. All test certificates to be made available before the commencement of the testing and commissioning.
- Ensures that tests and inspections should be carried out at times to be agreed with the *Supervisor* and other representatives as required.
- Ensures that tests are to be carried out during normal working hours unless otherwise expressly agreed with the Supervisor in advance of the proposed testing.
- Makes due allowance within their programme for the above and provides adequate supervision and attendance for the carrying out of such test and any necessary re-testing.
- Submits copies of their and their Subcontractor's testing and commissioning proformas for acceptance to the *Supervisor* prior to use as part of the Inspection and Test Plan acceptance process.
- Ensures that each item of Plant, Equipment or Material tested or inspected
  is permanently marked so that it can be identified with its relevant
  inspection/test record. All references must be consistent between the
  record and the item of Plant, Equipment or Material.

When required, ensures that proprietary items shall be issued with a certificate of conformity stating the input document/design with which it conforms, how conformity has been assessed and confirmed and by whom.



The *Contractor* submits a copy of each certificate to the *Supervisor* as soon as practicable and keeps copies of all certificates on site.

S 845 Procedure leading up to Completion

The Supervisor:

- checks that watching and testing as required by the Scope are complete,
- co-operates with the Contractor to produce a co-ordinated schedule of Defects, including categorizing them to align with the relevant defect correction periods,
- checks that a strategy and timetable for correcting any Defects has been agreed between the Contractor and Client,
- checks that the Contractor has provided training for maintenance operatives and users as stated in this Scope,
- that the handover deliverables contain the information required by the contract and
- advises the *Project Manager* with respect to certifying Completion.

### S 900 Management of the works

S 905 Project Team

The *Contractor* is expected to work closely with *Client*'s other contractors to deliver the UK Pavilion in a collaborative manner. A list of the expected contractors can be seen below. Where contractors are already appointed, their name has been included. (Note: some of these requirements may be combined into a single contract)

- 1.1.1. ICDS (Immersive)
- 1.1.2. Project Manager
- 1.1.3. Hospitality & Retail supplier
- 1.1.4. Events supplier
- 1.1.5. Staffing supplier
- 1.1.6. Full Operational Services
- 1.1.7. Any other *Client* contractors

The *Contractor* is expected to provide plans for how they will interact with these contractors as part of their Construction Management Execution Plan.

#### Project Manager

It is the intention of the *Client* that a consultant will be appointed to provide Project Management services in respect of the UK Pavilion at Expo 2025 Osaka. These services will include project management, contract administration, cost control, design management, development monitoring and NEC *supervisor* services, as well as support on the management and integration between international teams.

The *Contractor* will be required to interface with the appointed *Project Manager* consultant and shall be expected to report to the *Project Manager* consultant regarding the progression of his *Works*.



The *Project Manager* consultant will outline the roles and responsibilities of themselves and other *Client* team members and the lines of communication between the various parties at a contract kick off meeting.

The *Contractor* will be required to provide a Construction Management Execution Plan (CMEP) within sixty calendar days after their appointment. This plan will be reviewed by *Client* and the *Project Manager* and will need to be approved by both parties.

The plan will be required to contain the following minimum content.

#### Introduction & Project Overview

- Purpose of Construction Management Execution Plan
- Stakeholders
- Project description and Contractor scope
- Professional Licences
- Construction Insurance certificates
- Project location
- Project constraints, if any
- Budget/schedule
- Contractor Organisational Chart

The Contractor must provide the following:

### Construction Logistics Plan, that shall contain the following:

- Expo 2025 requirements and specifics
- Schedule of deliveries forecast
- Workforce forecast
- Construction Strategy
- Serious incident notification process
- Crane Operation Strategy
- Plot Layout:
  - Specific plot location and coordinates of the boundary
  - Location of boreholes
  - o Vehicle and pedestrian access and egress routes
  - Location of project offices, welfare facilities and cabins on plot
  - Material storage areas, loading and unloading areas, and manoeuvring areas
  - Firefighting equipment and means of raising and alarm during construction
  - Worker bussing drop-off and pickup points
  - Agreed assembly points within the plot
  - Waste Management area including location of segregation space and storage area for bins, skips, washout areas and hazardous materials
  - Sewer holding tank location, size and collection strategy
- Security Management
- Special deliveries that may need special escort or other special measures
- Plot access and egress strategy and facility
- Time availability
- Shipping routes
- Constraints of the masterplan and local site / plot



- Drop off zones and pick up
- Special Equipment Needs
- Rigging and lifting
- Plot Boundaries and Hoarding and gates
- Project Offices and Temporary Buildings
- · Plant and Materials Delivery, Handling and Storage
- · Housekeeping and waste management
- · Access and Security Management
- Roads and Traffic Management
- Request to Expo process
- Temporary Plot Utilities and Services

### Sustainability Plan, that shall contain the following:

- Inspection and assessments procurement
- Energy performance
- · Metering and controls
- Decommissioning Strategy including:
  - o Decommissioning methods
  - Health & Safety
  - o Recycling, reuse and return of materials
  - Environmental considerations

#### Contractor Environmental Plan, that shall contain the following:

- Environmental aspects
- Controls
- Environmental Monitoring
  - Sewage and wastewater
  - Solid Waste (non-hazardous)
  - Hazardous waste
  - Dangerous goods and hazardous materials
  - o Energy and Fuel consumption
  - o Water consumption
  - Air Quality control
  - o Soil Control
  - Water Quality
  - o Emissions
- Roles and responsibilities
- Environmental lead and details of environmental staff in alignment with the CMEP
- Environmental register for all permits, approvals etc
- Reporting
- Procurement assessments approach and documentation
- Waste Management
- Compliance to the site wide construction environmental management plan
- Compliance procedures with the Construction Waste Management Plan



### Contractor Emergency & Fire Plan, that shall contain the following:

- Fire risk assessments
- Fire Management Plan
- · Emergency and evacuation planning
- Emergency Staff
- Assembly points and signage
- Emergency Refuge points
- Emergency Lighting
- Fire Protection Systems
- Materials safety
- Protection

#### Construction Health & Safety Plan, that shall contain the following:

- Appointed Contractor Health & Safety lead representative details / CV
- Site Emergency and serious incident contact details
- Plot specific inductions
- Management of plot specific arrangements:
  - Lifting
  - Fall prevention
  - o Temporary works including electrical works
  - o Extreme or inclement weather
  - o Traffic Management
- Welfare management
- Emergency plans covering:
  - o Fire
  - Security
  - Medical
  - Task specific emergencies (confined spaces etc)
- Inspection and Auditing protocols
- Performance reporting
- Inductions
- Risk and method statements
- Key control measures
- Protection of the public

### **Authority Approvals, Permits and compliance**, that shall contain the following:

- Authority Approval Tracker for all design and construction approvals and permits required linked with the master programme
- Planned and forecast dates
- List of site inspections required by relevant authorities

### Security Plan, that shall contain the following:

- Access Control
- CCTV
- Security Equipment
- Log Books



#### Communications Plan, that shall contain the following:

- Project organization chart
- Roles & responsibilities
- Project communication chart & plan
- Delegation of authority matrix
- Media
- Government and authority communications
- Inspection and Audit schedules
- Interface management and coordination register
- Incident notification and reporting protocols / procedures
- Interfaces with other *Client* contractors

### Construction Strategy, that shall contain the following:

- Design Build Approach of Construction Programme
- Works to be subcontracted and approach to subcontractor procurements
- Approach to commercial activities, budget and cost control and management of change
- Approach to Exhibition interface management
- Approach to planning and programming
- Approach to risk identification and management
- Approach to health and safety management

#### Procurement Plan, that shall contain the following:

- Objective
- Supply Chain directory
- Waste Management directory
- Warehousing and freight forwarding
- Sustainability material and products assessment procedures
- Material approval requests
- Procurement process summary
- Long Lead Items

#### Design Management Plan, that shall contain the following:

- Project Brief Objectives, KPI's, Success criteria
- Design criteria (Basis Of Design)
- Room Data Sheets
- Calculation Booklet covering planning, referencing, updates, relations with design criteria
- Exhibition Interfacing
- Sustainability
- Planning studies
- Site investigations
- Permitting & statutory authority approvals
- Environmental clearance
- Design standards & codes



- Design development review process
- Design approval process
- Stakeholder management
- Value management / value engineering
- Constructability reviews
- Design phase responsibility matrix
- Design quality indicators
- Authority approvals for the design
- Key performance indicators for design development
- Compliance tracking with the Expo 2025 controls and guides

#### **Document Management Plan**, that shall contain the following:

- Abbreviations and definitions of the project
- List of controlled project documents with allocated ownership and approvals identification
- Description of all documents, including planning, management, recording systems
- Forms and templates to be used on the project
- Easy to understand procedures, preferably in flow diagrams for quick reference
- Comments Management for stage gates
- Process and Workflow procedures
- Approval authority representatives

### BIM Execution Plan, that shall contain the following:

- List of submissions required
- Statement of compliance to BIM standards
- Drawing conventions
- Codification (numbering conventions)
- Review methods
- Software lists

### Construction Project Quality Plan, that shall contain the following:

- Quality Management System Responsibility Matrix
- Monitoring & Reporting
- Design and Construction QA/QC
- Inspection and test plan procedure
- Inspection Forms
- · Quality checks, hold points, acceptance and approval
- Management of Non Conformance
- Quality Audits
- Handover of Works

#### Construction Management Plan, that shall contain the following:

- Mobilisation
- Project Construction Signboard



- Access, egress, deliveries
- Samples & mock-ups approval
- Procurements
- Steady state construction
- Sub-contractor management
- Field inspection
- Third party construction
- Change management
- Construction safety
- Design support

### Testing & Commissioning Plan, that shall contain the following:

- Purpose
- General Building Information
- Commissioning Scope
- T&C commissioning Manager details and CV
- T&C Team Organisational chart
- Roles and Responsibilities
- Commissioned Systems
- Meetings
- · Pre functional checklists, tests and start ups
- Technical Design Reviews
- Witnessing
- Procedures
- Templates

#### Utilities Plan, that shall contain the following:

- Plot Sheet
- Site Layout
- Master Load reporting (design stage)
- Reporting on construction status of infrastructure to the plot
- Authority Approval Status Tracker

#### Handover Plan, that shall contain the following:

- Issue of handover documentation
- Operator training schedule
- Handover and completion plan
- Inspection plan
- Defects and responses
- · Decommissioning and dismantle strategy

S 910 Budget Cost Management The *Contractor*'s cost management processes must be in line with the contract. The *Contractor* is required to provide regular valuations, cash flows and cost reports to be agreed with the *Project Manager* prior to commencement of the *Works*.



The *Contractor* is required to provide regular updates on the forecast final cost and the cost of each of the work packages.

The *Contractor* is required to assist *Client* with the Consumption Tax recovery process.

The *Contractor* is required to provide monthly reporting on *Client*'s Consumption Tax recovery. Exact reporting to be agreed upon appointment.

S 915 Role of the Site Staff

The Site Staff duties and responsibilities include:

- act as stated in the contract and in the spirit of mutual trust and cooperation,
- work within the times and conditions stated in the contract,
- monitor that work is being carried out in accordance with the contract and to the required standard of quality and to report to the *Supervisor* on a regular basis by providing regular reports and records of inspections undertaken,
- keep daily records detailing activities and works undertaken that day, recording any delays or Defects as required or instructed by the Supervisor,
- notify the Supervisor of the need to notify a Defect to the Contractor,
- inspect the *works* on Completion and record any Defects and report to the *Supervisor*,
- maintain a schedule of all Defects and report to the Supervisor and
- if necessary, record the actual resources, Equipment, Plant and Materials and time spent by the *Contractor* in Providing the Works and issue to the *Project Manager* and *Supervisor*.

S 920 Communication system / Communications generally

All information submitted by the *Contractor* to *Client* or one of *Client*'s other suppliers must be accurate and provided in a timely manner.

The *Contractor* must keep a Health & Safety File on site, which will be available for inspection by *Client*, their *Project Manager* or the Expo organisers and their representatives at all times.

Where any part of the Pavilion and surrounding landscape requires operation by *Client* and/or others or where regular or periodic maintenance, cleaning or inspection is required, the *Contractor* must provide a draft operation and maintenance (O&M) manual to *Client* and the *Project Manager* for their comments three months prior to the completion date of construction.

The Contractor must be able to provide, within 72 hours of a request, a copy of all drawings, specifications, addenda, accepted drawings, change orders, submissions, and other modifications in good order and accurately marked depicting all changes as they occur during performance of the Works. The asbuilt drawings will be available at all times to the Client and the Project Manager. The drawings will be clearly marked in colour during the Works recording all variations made including such supplementary notes and details necessary to clearly and accurately represent as-built construction. At completion, the Contractor must provide all project record documentation to the Project Manager along with the O&M Manuals and the Health and Safety File.

The *Contractor* will be required to use *Client's* chosen document control system, which will be communicated to the *Contractor* upon appointment.



The *Contractor* will be required to provide a Design Management Plan and a Construction Management Execution Plan as set out in the Scope.

All communication with *Client*, including all written documentation, will be in English.

In addition to maintaining a *Works* diary, which shall record general activities on a daily basis, the *Contractor* shall keep adequate documentary records of at least the following:

- Weather conditions
- Significant Works activities (with photographs where necessary)
- Commencement dates of various Works in each trade
- Completion dates of various Works in each trade
- Number and description of craftsmen, labourers, and other persons working on the Works including those employed by sub-contractors.
- Time worked by people, the cost of which is covered in the fee percentage.
- Major items of equipment employed on the Works.
- Surveys
- Samples and test results.
- Accidents.
- Number of skips removed from site.
- Material movements, contents, and location of stockpiles

The *Contractor* is to maintain full records of *Works* competed including the work of all sub-contractors, comply with specified requirements, keep copies on site for inspection by the *Project Manager*, and submit copies of particular parts of the records on request. The requirements shall at least include:

- Identification of the element, item, batch, or lot including location in the Works.
- The nature and dates of inspections by the Contractor or Project Manager, tests, and acceptance.
- The nature and extent of any nonconforming work found.
- Details of any corrective action

The *Contractor* maintains a log of notifications and acceptance/assessments of compensation events which must include:

- Notification number.
- Notification date.
- Brief description of compensation event, including reference to the applicable contract provision.
- Proposed Price adjustment (if any).
- Date and content of the *Project Manager*'s notifications, acceptances and/or instructions with respect to any compensation event.
- Any change to the Prices agreed, accepted, or assessed by the Project Manager.
- Cumulative total of changes to Prices.
- Any change to the Completion Date agreed, accepted, or assessed by the *Project Manager*.

The *Contractor* operates an open book policy and allows free access to the *Project Manager* and its delegates to assess accounts and records of the Defined



Costs associated with all quotes. The *Contractor* maintains a log of all quotes, invoices, applications for payment and evidence of payments which must include, but not be limited to:

- Invoice / Application number.
- Invoice / Application date
- Brief description of goods/ service including reference to the applicable contract.
- Total value of goods or service.
- Value to be paid/ certified at time of application.
- Cumulative total of amount previously certified to date and less amount remaining.
- Proposed Price adjustment (if any).
- Date any costs were agreed, accepted, or assessed by the Project Manager.

For tax reclamation purposes, invoices provided to *Client* must contain the following information:

- Until 30<sup>th</sup> September 2023:
  - Personal or corporate name of the issuer
  - Transaction date
  - Transaction details (specify if items in question are applicable to the reduced tax rate)
  - Compensation amount inclusive of tax, totalled separately by tax rate
  - Personal or corporate name of the recipient
- From 1<sup>st</sup> October 2023:
  - Personal or corporate name and registration number of the qualified invoice issuer
  - Transaction date
  - Transaction details (specify if items in question are applicable to the reduced tax rate)
  - Compensation amount totalled separately by tax rates (inclusive or exclusive of tax) and applicable tax rate
  - Amount of consumption tax organised by tax rates
  - Personal or corporate name of the business operator to whom the document is issued.

S 930 Project coordination meeting

The period between scheduled meetings is the assessment interval.

The meeting is attended by the *Client*, the *Project Manager*, the *Contractor*, the *Supervisor*, Subcontractors identified by the *Project Manager* as needing to attend and any other person or Other that the Parties agree should be present.

The meeting is chaired and minuted by the *Project Manager* and provides a forum for the project team to make key decisions and report to the *Client*.

Minutes are issued within 5 working days of the date of the meeting.



S 935 Quality meetings

The period between schedule meetings is the assessment interval.

The meeting is attended by the *Client*, the *Project Manager*, the *Contractor*, the *Supervisor*, Subcontractors identified by the *Project Manager* as needing to attend and any other person or Other that the Parties agree should be present.

The meetings are chaired and minuted by the *Supervisor* and provide a forum for the project team to make key decisions and report to the *Client*. These meetings are typically a forum for all parties to raise any quality concerns, agree actions for resolution and then monitor the resolution.

The Site Staff issue reports to the attendees, 3 working days prior to the date of the meeting. The format of the report are agreed between the *Supervisor* and the Site Staff.

Minutes are issued within 5 working days of the date of the meeting.

S 940 Joint planning meetings / workshops

The *Contractor*, *Project Manager* and Cost Manager meet regularly to update and agree the revised programme and in preparing and assessing quotations.

S 945 Other Meetings

The *Contractor* organises and / or attends all other meetings as maybe necessary to Provide the Works.

S 965 *Contractor's* management of the *works* 

The *Contractor* is responsibility for the co-ordination, supervision and administration of the *works* including managing and co-ordinating the interfaces between all Subcontractors as maybe necessary. The *Contractor* manages and co-ordinates the work of all Subcontractors, suppliers, the local authority and statutory authorities as may be required and obtains and supplies information as necessary for co-ordination of the *work*.

The *Contractor* ensures that all Subcontractors and suppliers are provided with all relevant information and documentation related to the *Contractor*'s design including any instructions notified by the *Project Manager* which relate to or affect the work of the Subcontractors or supplier.

The *Contractor* is to co-ordinate the *works* of any Subcontractors in connection with the *Contractor*'s design with particular regard to the sequence and setting out of such work and any conflicts which may arise as a consequence of the detailed interpretation of drawings by operatives on Site.

The *Contractor* manages and supervises each element of the *Contractor*'s design, to ensure that the design is being developed and provided in a proper and timely manner consistent with the programme and thereafter to ensure that the work in each element is being installed into the *works* in accordance with the design. The *Contractor* allows for the employment of such suitably qualified and experienced staff as required to provide such supervision

S 970 Control of Site and access

The Contractor is responsible for providing, paying for and arranging the timely delivery of any necessary accreditations according to Expo standards or requirements, relating to the control of Site or access for visitors, including those invited by the *Client* or associated with the *Client*'s team. The Contractor must ensure there is no delay upon request for accreditation to be delivered.

S 1000 Services and other things to be provided



S 1005 Services and other things to be provided by the *Contractor* for use by the *Client, Project Manager, Supervisor* or Others

- The *Contractor* is to provide access to an office or workspace for the *Project Manager*, *Supervisor* or other representatives of the *Client* when attending site. To include chair and suitable services power, lighting, data, wifi, AC. Office should be included in *Contractor* accommodation cleaning regime
- Meeting room for project meeting during site visits
- PPE equipment (hats, boots, gloves, goggles) for up to 10 visitors, in accordance with Expo requirements
- Safe, protected, access for client visitors at all times during all phases
- Fences, screens and hoardings to ensure separation between staff and workforce at all times. Hoardings should be presentable, in good condition, and maintained as such throughout

S 1005 Transport of Plant and Material to the *site* location

The transport of all Plant and Material to the *site* location is the *Contractor*'s responsibility, including import duties (or equivalent) associated with the transport, shipping, labour and delivery to the *site* location of Plant and Material.

#### S 1100 Works with the Client and Others

S 1110 Others on Site

The *Contractor* is aware that Others, including those involved in Expo or political, governmental or public officials may require access to the Site or the surrounding areas. The *Project Manager* will inform the *Contractor* when visits are likely, however the *Contractor*, at their cost, has the responsibility and risk of co-ordinating with Others, its Subcontractors and supply chain and the *Client* when the Site may be occupied by multiple entities.

S 1120 Co-ordination (25.1)

The *Contractor* is responsible for liaising with the *Client* and Others and agreeing programmes of works, timescales for providing information, access requirements and allow free use of the *Contractors* facilities, services, hard standings and access Equipment as may be necessary for them to complete their works.

S 1125 Access to finished areas

Where any such operatives or contractors require access to finished areas or make use of access ways prior to the Completion Date the *Contractor* agrees schedules of conditions with the *Supervisor* of the relevant elements of the *works*. In the absence of such schedules there is no adjustment to the Prices for making good damage.

### S 1200 Health and Safety

S 1205 Particular health and safety requirements

The *Contractor* complies with all health and safety requirements imposed by Expo and the law of the Contract, as well as any statute, regulation or law in place in Osaka, Japan.



S 1210 Method statements

The *Contractor* submits all method statements and risk assessments to the *Project Manager* for acceptance for any works undertaken outside the Site. These set out the detailed construction methodology for each operation as required by the Scope and the *Client*. Submissions shall be provided to the *Project Manager* 1 week prior to the works activity to allow for review.

S 1215 CDM Regulations

Notwithstanding the Site location, the *Contractor* undertakes the role of Principal Contractor as defined in the Construction Design & Management Regulations 2015 and develops and implements a construction phase plan for the *works*.

#### The Contractor ensures that:

- it is fully aware of its obligations under CDM Regulations (in particular where it is responsible for any design and possesses the required degree of competence and level of resources to meet those obligations;
- all Subcontractors are fully aware of their obligations under the CDM Regulations and are fully competent and are adequately resourced to meet those obligations; and
- it at all times co-operates and assists the Client and Principal Designer in discharging their duties under the CDM Regulations and supplies all information relevant to the works reasonably required in connection with it.

S 1220 Submission of Health and Safety File Unless otherwise stated in the Pre-Construction Information, the *Contractor* collates all information required for and complies the Health and Safety File in a format agreed with the *Client* and Principal Designer. The information is submitted to the *Client* and Principal Designer for their comments and agreement.

Unless otherwise stated in the Pre-Construction Information, the Health and Safety File complies with the requirements of the CDM Regulations and the Scope and includes the following minimum information:

- instructions for operation, maintenance, dismantling and removal of Plant and Materials included in the *works*.
- access provision and information about equipment provided for cleaning and maintaining Plant and Materials including the building fabric,
- details of construction methods and Plant and Materials, including COSHH dated data sheets, which may present residual hazards with respect to cleaning, maintenance, repair, renovation or demolition,
- the nature, location and markings of all utilities and services, including emergency and fire fighting,
- details of key structural principles, including safe working floor and roof loads.
- as-built information and
- any other information as required by the Pre-Construction Information.

S 1220 Control of hazardous substances

In addition to the requirements of the Control of Substances Hazardous to Health Regulations, the *Contractor* notifies the *Project Manager* warning of any substances hazardous to health and provides copies of assessments of health risks as defined in the regulations, specifying the hazardous substances, their location and the dates when they could be encountered by any visitors to the Site.



Provide copies of all notices given under this clause to all consultants involved in the project. Copies of such notices and information are provided to the *Client* and Principal Designer.

S 1225 Procedures for visitors

Inform the *Project Manager* in advance of all safety provisions and procedures (including, but not limited to those relating to Plant and Materials which may be deleterious) which require the compliance of any visitors to the Site.

S 1240 Protection against fire

The *Contractor* provides a Site fire safety plan as part of the Construction Health and Safety Plan and maintains an up to date copy on Site at all times.

The *Contractor* ensures that all fire safety procedures applicable to the *works* and the surrounding areas are taken into account in the preparation of the Site fire safety plan.

The *Contractor* takes all reasonable precautions to avoid the outbreak of fire on the Site and in adjacent buildings. Before any *works* are carried out the *Contractor* discusses its proposals with the *Client* to ensure that any fire hazards in the *works* are fully identified. The *Contractor* ensures all Site operatives and visitors understand any special vulnerability of the building in the event of fire.

The *Contractor* provides fire-fighting facilities within the Site in the form of fire extinguishers. In addition, the *Contractor* ensures that fire escape routes are clearly marked and that a suitable audible method of temporary fire alarm is in place.

S 1245 Explosives

No explosive substances are brought into the Site or used for any purpose

S 1250 Inspections

The *Contractor* allows the *Project Manager* to periodically inspect its site offices, working and storage areas in respect of fire precautions and health and safety provisions and complies with any instructions as a result of such inspections.

#### S1300 Subcontracting

S 1305 Restrictions or requirements for subcontracting

The *Contractor* must ensure that the same obligations, constraints, requirements and restrictions are contained within each of its subcontracts, unless the *Project Manager* expressly agrees otherwise.

The *Contractor* must ensure to apply the obligations, constraints, requirements and restrictions to each Subcontractor

#### **S 1400 Title**

S 1405 Marking

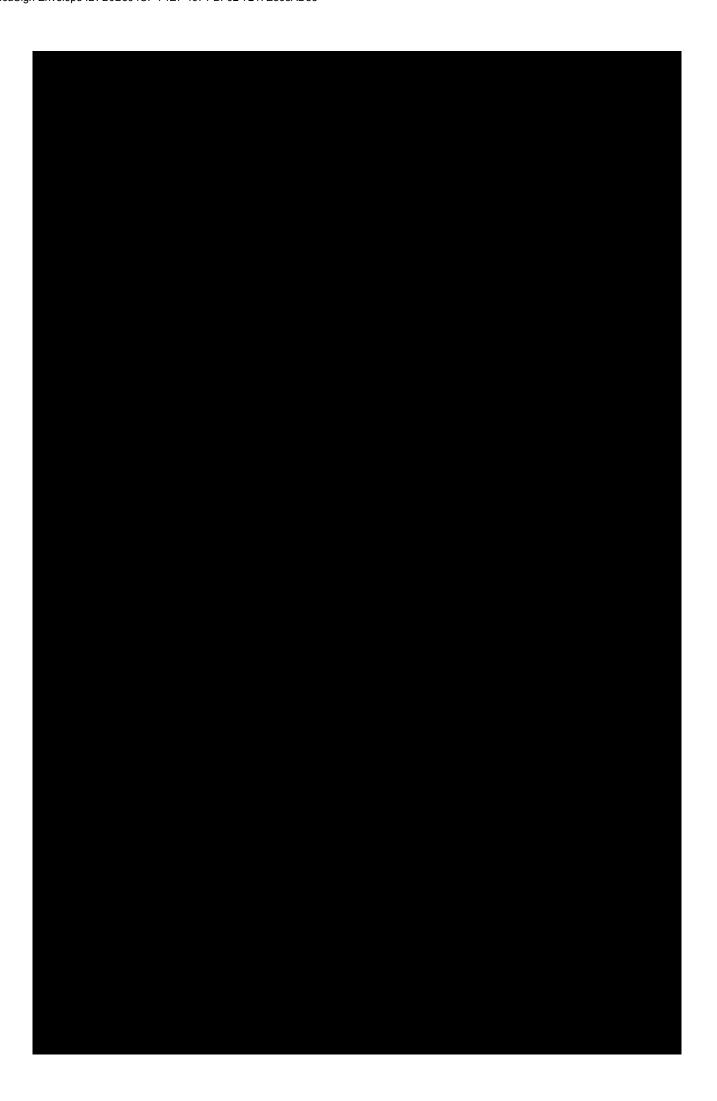
The *Contractor* prepares Plant and Materials which are outside the Working Areas for marking as follows:

- Separately identified, stored and marked as 'HIS BRITANNIC MAJESTY'S SECRETARY OF STATE FOR DEPARTMENT OF BUSINES AND TRADE - CONTRACT REF. No........',
- Prepare and issue a detailed list of Plant and Materials,
- Provide appropriate vesting certificates for the Plant and Materials.



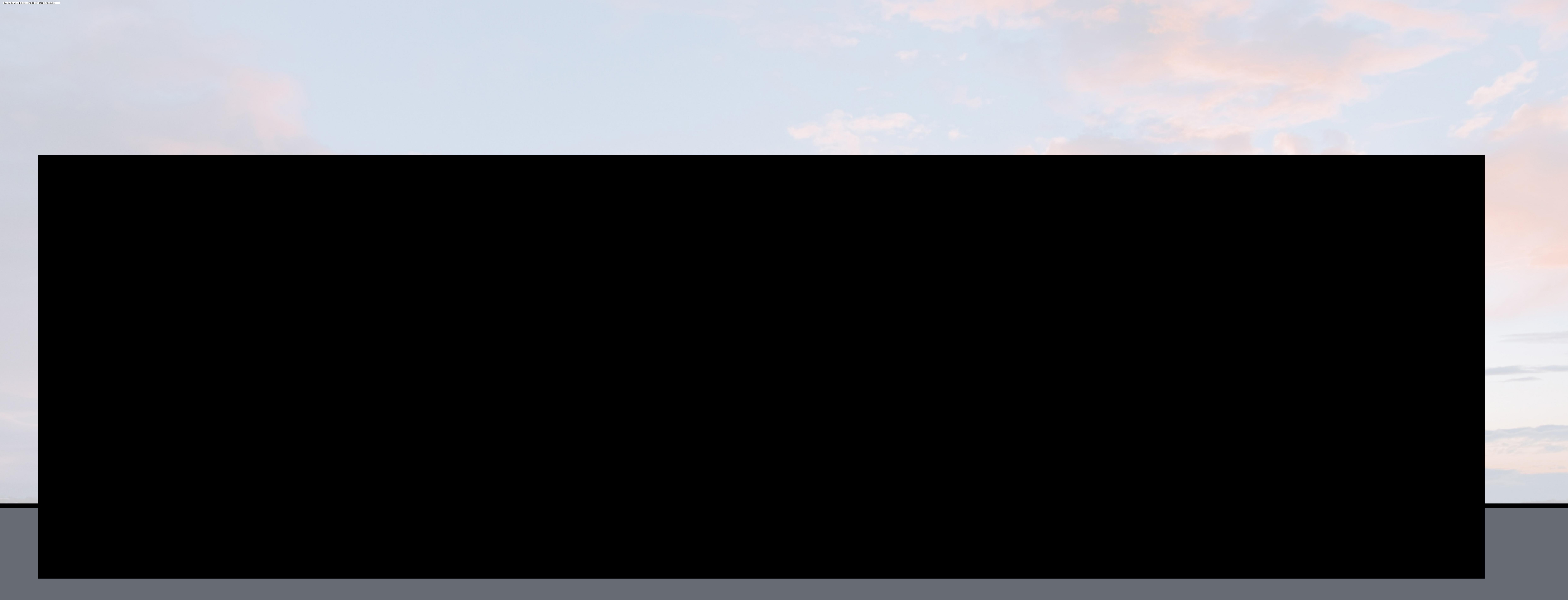
The *Contractor* takes digital photographs and submits them to the *Supervisor* as proof of marking. The *Contractor* arranges for the *Supervisor* to inspect the Plant and Materials, if required, by the *Project Manager*.

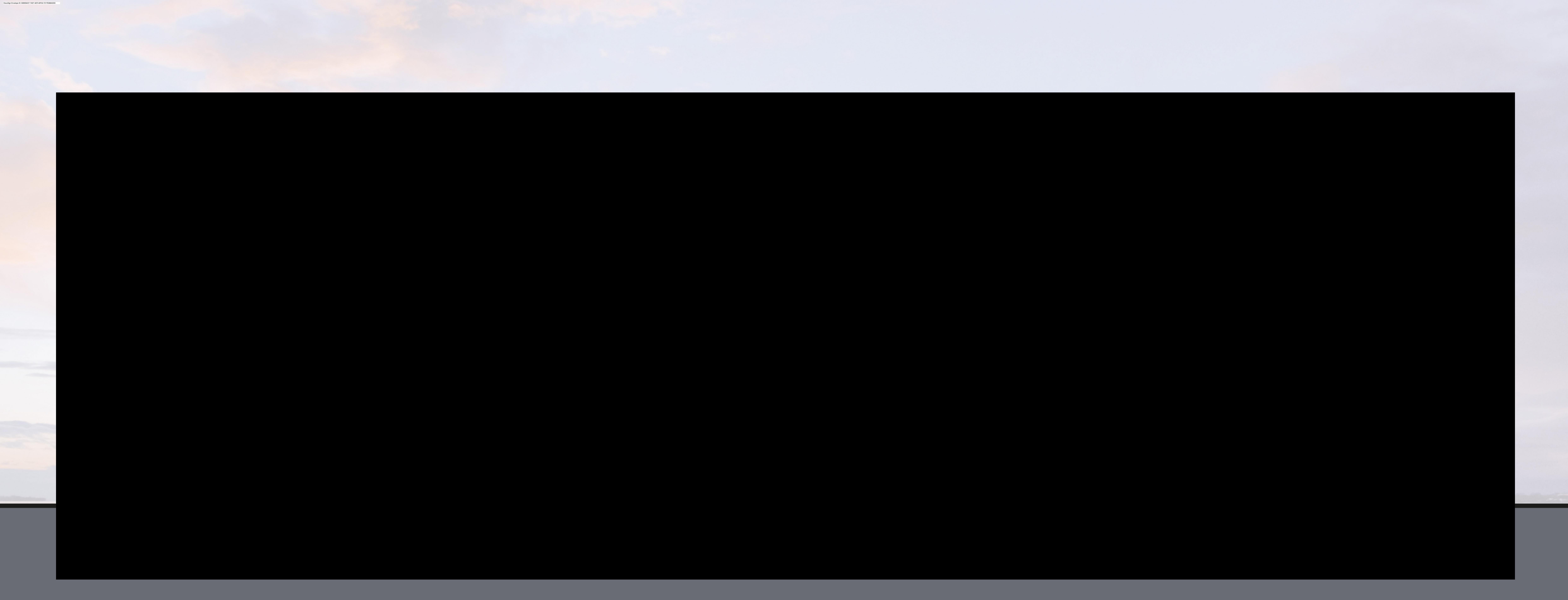


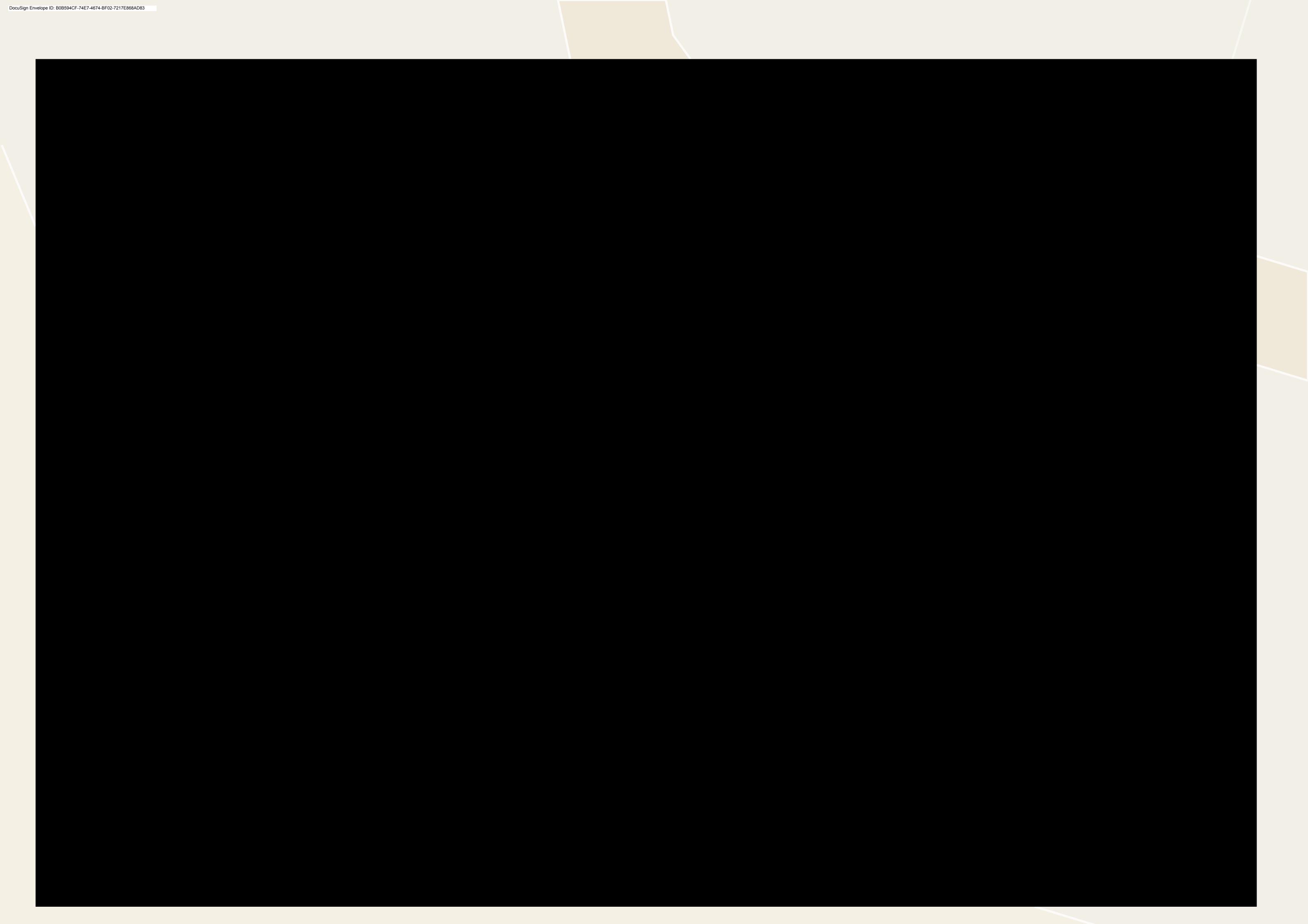


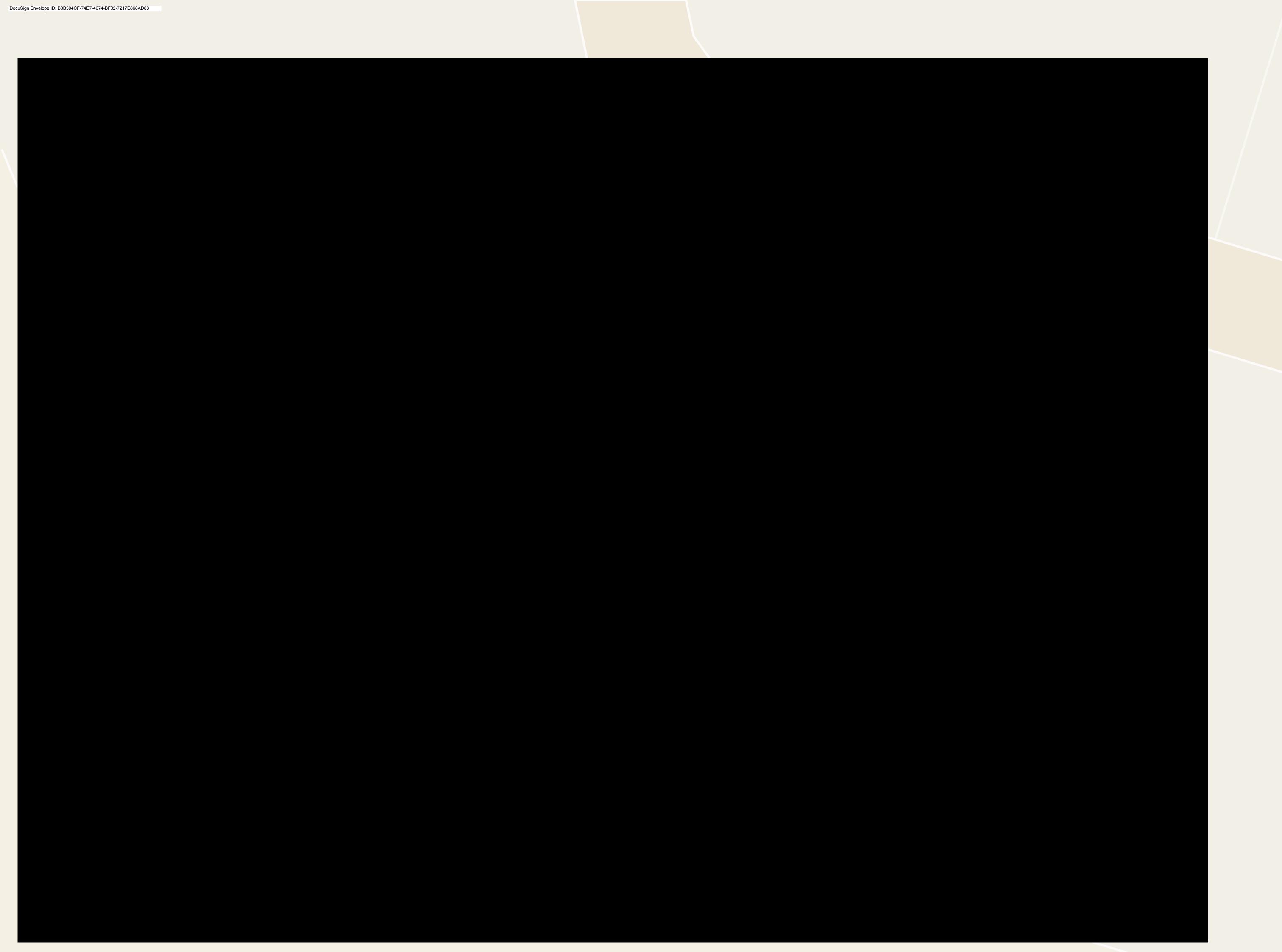




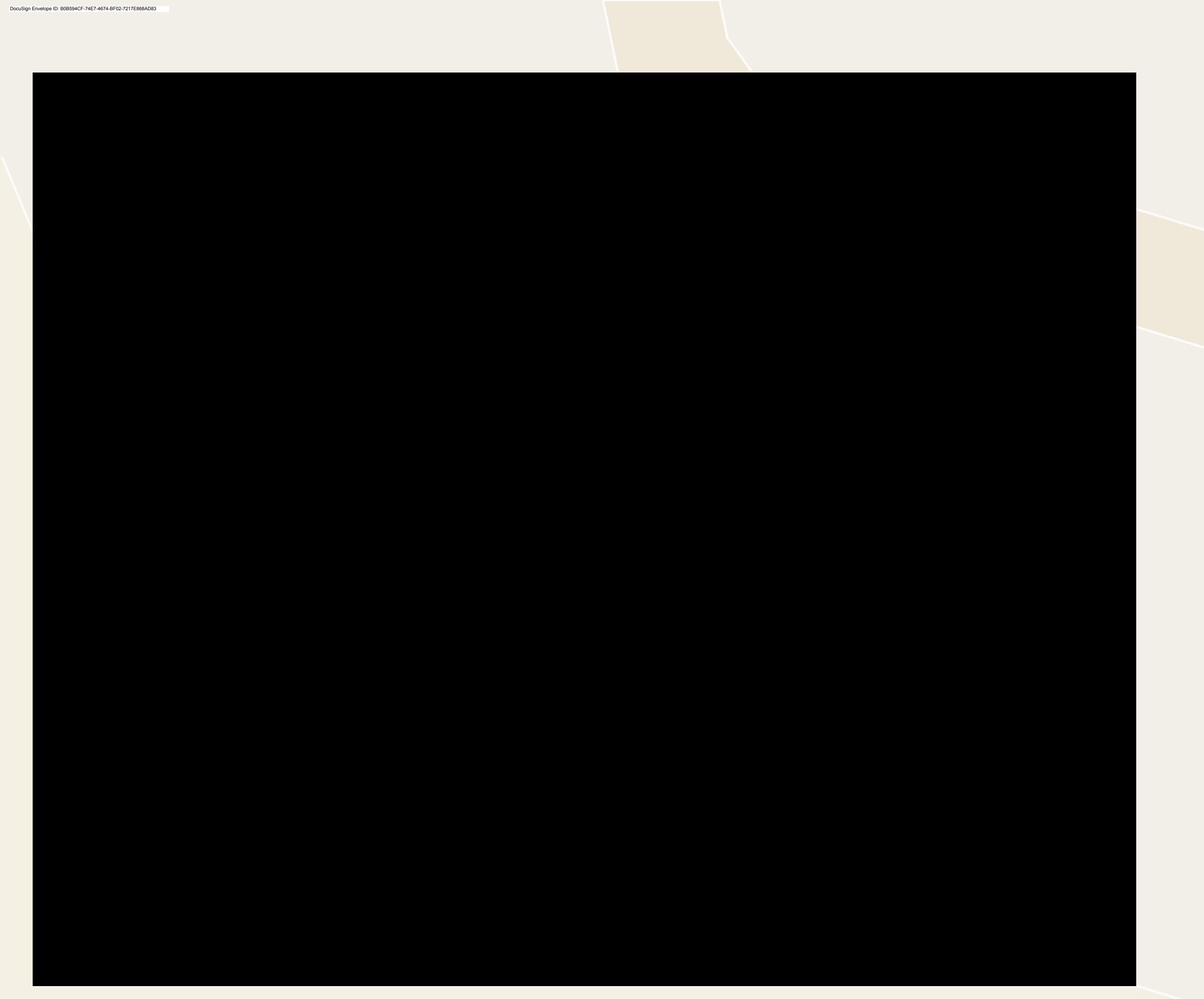


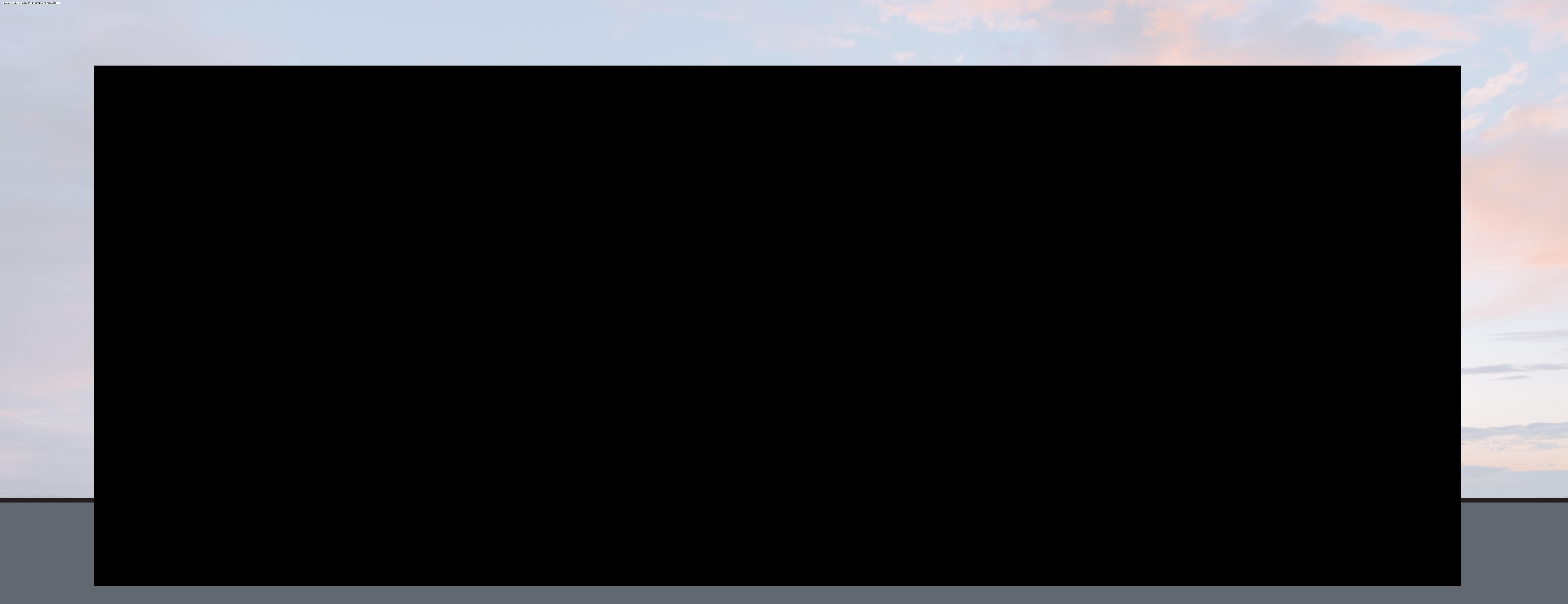




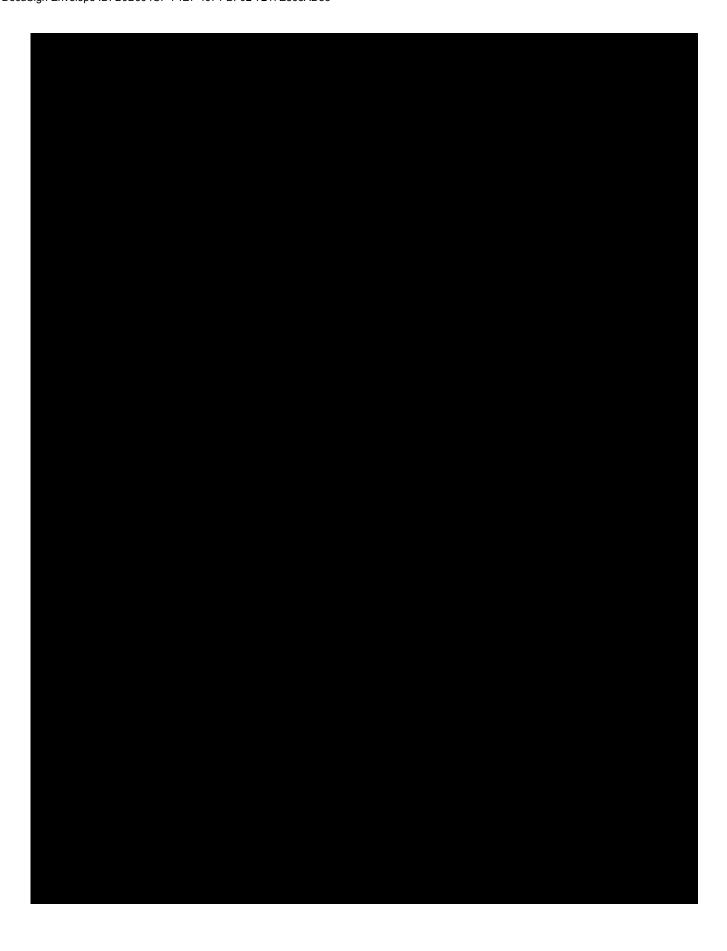


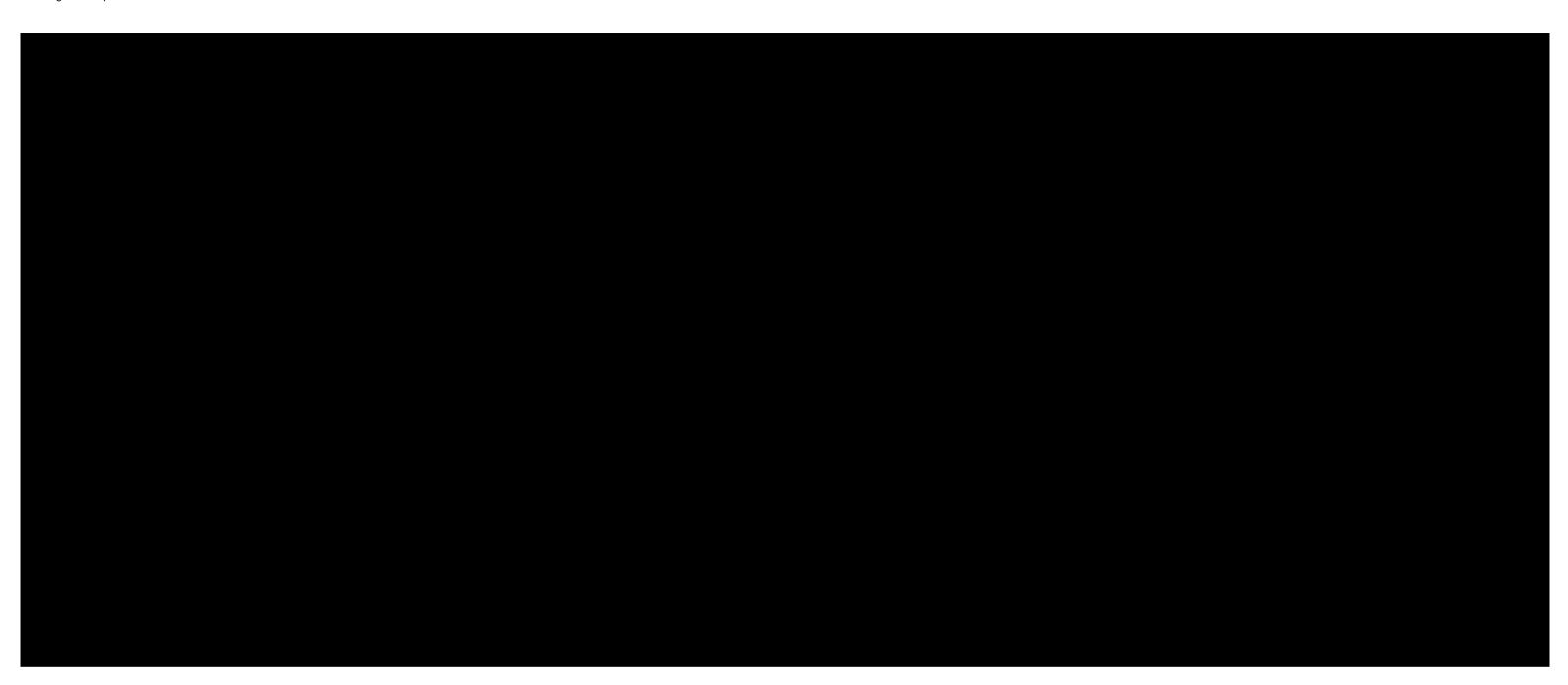












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