

Participation Contract

PARTICIPATION CONTRACT
Of
Expo Dubai 2020, UAE
(Official Participant)

By and Between

The Government of the Italian Republic, represented by Mr. Paolo Glisenti, Commissioner General of Section (hereinafter referred to as "**the Participant**"), which has expressed its intention to participate in the Dubai Expo 2020 in response to the invitation of the Government of the United Arab Emirates,

On one hand, and

Bureau Expo Dubai 2020, represented by Her Excellency Reem Al Hashimy (hereinafter referred to as "**The Organiser**"),

On the other hand, it has been agreed as follows:

CHAPTER I - GENERAL PROVISIONS

Article 1: The object of the present contract is to establish the terms on which the Participant shall take part in the Dubai Expo 2020 (hereinafter referred to as "**the Exhibition**").

The General Regulations and Special Regulations of the Exhibition, approved by the Bureau International des Expositions (hereinafter referred to as "**the BIE**"), are acknowledged as an integral part of the present contract and are binding on the contracting parties.

The parties acknowledge the authority of the Commissioner General of the Exhibition as it is defined in the Convention of November 22nd, 1928 as amended (hereinafter referred to as "**the Convention**") and in the rules approved by the BIE, especially in Article 5 of the General Regulations.

In the areas not regulated by the BIE convention, the Participant shall also comply with all applicable laws and regulations in the United Arab Emirates.

CHAPTER II - THE PARTICIPANT'S EXHIBIT

Article 2: The Organiser places at the disposal of the Participant, which hereby accepts, free of charge, the space designated on the plan annexed to this contract (Appendix I).

- Lots for construction shall be available to hand over by April 20th, 2018;
- Pavilion structures built by Organiser by October 20th, 2019;
- The entry of items to be exhibited shall be authorised as from May 20th, 2020.

The Participant agrees to present an exhibition related to the theme of the Exhibition as described in the General Regulations and in Special Regulation No.1. The Participant shall set up an exhibition as described in the "Theme Statement" approved by the Organiser and attached to this contract as Appendix II, which constitutes an integral part hereof.

In accordance with the General Regulations and the Special Regulations,

the Participant shall be responsible for the decoration, maintenance, management and cleaning of the spaces at its disposal.

Article 3: For the duration of the occupation of the allocated space by the Participant, the Organiser shall provide the Participant with the services such as gas, electricity, telecommunications, water inlets and outlets, chilled water (where applicable), garbage removal, etc., in accordance with Special Regulation No.10, referred to in Article 34 of the General Regulations at the rates and the terms described in the same Special Regulation.

Article 4: The Organiser shall provide the Participant with all necessary information regarding the relevant laws and regulations of the United Arab Emirates and directives or policies of the Dubai Government and the local authorities that are applicable to the Participant for its participation in the Exhibition.

Upon request by the Organiser, the Participant shall submit to the Organiser the information and documentation regarding the number and qualifications of personnel, etc. to be engaged in the preparation and implementation of the Participant's exhibition in addition to the goods and supplies related to the Participant's exhibition and which it intends to import.

The aforementioned and other exchanges of useful information constitute mutual assistance intended to facilitate the success of the Exhibition and each of the individual participation.

Article 5: The Participant shall be solely responsible for the choice and installation of exhibits in its national section as well as for the choice of all personnel within that section.

The Participant shall require parties identified in the following paragraphs to comply with this contract, the General Regulations and the Special Regulations, as well as agreements based on the aforementioned regulations:

1. Exhibitors in the spaces allocated to the Participant, as well as their employees, etc. involved in duties related to the Participant's participation in the Exhibition;
2. Parties who are engaged in events or commercial activities for the Participant, and their employees, etc.;
3. Parties who are engaged in construction exhibit decoration, etc. of the spaces allocated to the Participant, and their employees, etc.; and

Except for those described in the (1) to (3) above, any other Participant's employees and agents.

The Organiser undertakes not to communicate with the personnel mentioned above, except through the Participant.

Article 6: The Participant hereby undertakes:

- To complete (all works, fitting out, furnishing, overlay and other activities necessary for its Pavilion to be complete, event-ready and in accordance in all respects with the General Regulations and Special Regulations not later than the date or dates specified by the Organiser in Article 17 of General Regulations.
- To keep its spaces open to visitors during the days and hours when the Exhibition is open for the entire duration of the Exhibition;

- To authorise the Organiser to install, maintain and repair facilities necessary for the smooth operation of the Exhibition within the spaces allocated to the Participant without disturbing the Participant's exhibits and at no costs to the Participant; and
- To evacuate the lot allocated to the Participant in line with timelines prescribed in General Regulations article 17 except to the extent contractually agreed upon.

Should the Participant fail to fulfill the above obligation, the Commissioner General of the Expo 2020 shall be authorised to exercise the Organiser's rights, under the terms of Article 18 of the General Regulations.

If at any time it appears to the Organiser that there is no reasonable prospect that the Participant will perform its obligations under this contract the Organiser will have the right to:

- Perform (or procure that a third party performs) the works and/or activities necessary to enable the Pavilion to be complete and event-ready not later than the relevant date or dates; and/or
- Terminate this contract and require the Participant to: (1) vacate the space(s) allocated to the Participant; and (2) restore these spaces to its/their original condition (except to the extent contractually agreed otherwise), in each case with immediate effect.

CHAPTER III - THE PARTICIPANT'S COMMERCIAL ACTIVITIES

Article 7: The Participant may establish, within the premises made available to it under Article 2 hereof, restaurants open to the general public, where the cuisine of its country shall be served as defined in the Special Regulation No.9.

The Organiser shall not receive any rent in respect of the space occupied by this restaurant, but the Participant shall pay monthly to the Organiser a royalty on the "Turnover" of the restaurant equal to, assessed and payable as described in Special Regulation No.9.

The Participant may also establish within the premises made available to it under Article 2 hereof, exclusively for the use of its personnel, a restaurant and refreshment service.

The detailed terms and conditions related to the establishment of restaurants shall be set forth in Special Regulation No.9 referred to in Article 34 of the General Regulations.

Article 8: The Participant may sell to the general public photographs, including slides, postcards, audio and visual recordings (on films, cassettes, compact discs and other electronic media), books and stamps relating to its country of origin or its organisation.

Subject to the Organiser's approval, the Participant may also sell (5) five articles or more which are truly representative of its country or organisation, with prior approval of the Organiser. Such articles may be replaced during the course of the Exhibition.

The Participant shall pay to the Organiser monthly a royalty on the "Turnover" from such product sales to be determined at a future date.

The detailed terms and conditions relating to the sales of products in the preceding paragraphs shall be set forth in Special Regulation No.9 referred to in Article 34 of the General Regulations.

Article 9: The Participant agrees that the spaces devoted to all commercial activities (including food and beverage services) shall not exceed twenty per cent (20%) of its total covered Exhibition space. Details regarding the above shall be described in Appendix III.

Article 10: The Participant may (in accordance with Article 20 of the General Regulations) sell on-site any of the items exhibited and materials, after the Exhibition closes and during the decommissioning phase.

Such sales shall not give rise to the payment of any royalty in favour of the Organiser. By so doing, however, the Participant shall lose its right to the benefit of temporary import of goods and materials concerned and shall be subject to taxation and customs regulations, as defined in Special Regulation No.7 referred to in Article 34 of the General Regulations.

CHAPTER IV - BENEFITS GRANTED TO THE PARTICIPANTS

Article 11: Advantages granted to the Commissioner General of Section and other authorised personnel shall be set forth in Special Regulation No.12.

Article 12: The Commissioner General of the Exhibition and the Organiser shall ensure that there are no obstacles to the entry and stay of the personnel of the Participant.

The Organiser shall provide assistance (where applicable) to the personnel of the Participant in the following areas:

- Accommodation;
- Health and insurance;
- Benefits granted to the families of the personnel of the Participants.

Article 13: The Commissioner General of the Exhibition and the Organiser shall deal with the relevant governmental authorities so that they shall act in a manner conducive to the best success of the Exhibition, particularly by:

- Establishing the offices necessary for the performance of customs operations in the most convenient places;
- Facilitating the entry of all goods and items of any type, that will be used for the exhibition of the Participant.
- Relaxing, if necessary, the import quotas on the products sold in the section of the Participant, including its restaurant;
- Communicating a list of agents approved by the relevant authorities to deal with the customs matters on the Participant's behalf, for a specified charge.

The Participant is in no way obliged to make use of the firms mentioned above.

Article 14: Upon request, the Organiser will provide the Participant with a list of consultants and/or contractors and/or service providers and/or vendors selected by the Organizer to work on the Expo Site.

The Participant is in no way obliged to make use of any of the consultants and/or contractors and/or service providers and/or vendors mentioned in the list above.

The Participant may also, at its sole discretion, have access to the procurement portal of the Organizer to directly procure and contract any of the vendors listed in the portal

Article 15: In case of a dispute between the Participant and the Organiser, the parties agree to seek a settlement through the offices either of the BIE, if the dispute relates to the interpretation of the Convention of November 22nd, 1928 as amended or to the rules issued by the BIE, or of the College of Commissioners General or of the Steering Committee of said College, in any other case. Either party may also avail itself of the dispute resolution mechanisms provided for under Article 10 of the General Regulations.

The Organiser acting to obtain the payment of a debt due, according to paragraph 2 of Article 18 of the General Regulations, cannot seize objects belonging to the participating states when these objects are of a nature of public property or of national heritage according to the prevailing laws of the concerned participating states.

CHAPTER V - ENTRY INTO FORCE AND ASSIGNMENT

Article 16: This contract shall enter into force when it is signed by the Parties hereto, and countersigned by the Commissioner General of the Expo 2020. If this contract shall be signed on different dates, then this contract shall enter into force on the later date of signature.

Article 17: Announcements of intentions and notices based on this contract shall be made in writing.

Announcements of intentions and notices under the preceding paragraph shall be addressed to the following:

The Organiser	The Participant
H.E. Reem Al Hashimy	Name: Mr. Paolo Glisenti
Director General	Title: Commissioner General of Section
Bureau Expo Dubai 2020 Jebel Ali – Lehabab Road PO Box 2020, Dubai	Address: Ministry of Foreign Affairs and International Cooperation Piazzale della Farnesina, 1 00100 Rome
Country: United Arab Emirates	Country: Italy

Article 18: The Participant may not assign or otherwise transfer its rights or obligations in connection with this contract.

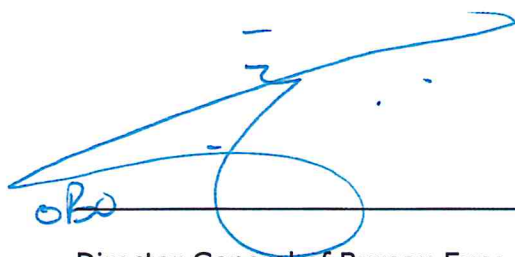
- A Mr. Paolo Glisenti
Commissioner General of Section
Ministry of Foreign Affairs and International Cooperation
Piazzale della Farnesina, 1
00100 Rome, Italy
- B H.E. Reem Al Hashimy
Director General
Bureau Expo Dubai 2020
Jebel Ali – Lehabab Road
PO Box 2020, Dubai
United Arab Emirates

The addresses in the foregoing paragraphs may be modified by notification to the other party.

IN WITNESS WHEREOF, this contract shall be prepared in duplicate and shall be signed by the Commissioner General of Section and the representative of the Organiser, each party retaining one copy.


Commissioner General of Section

Dated: _____


Director General of Bureau Expo Dubai 2020

Dated: _____

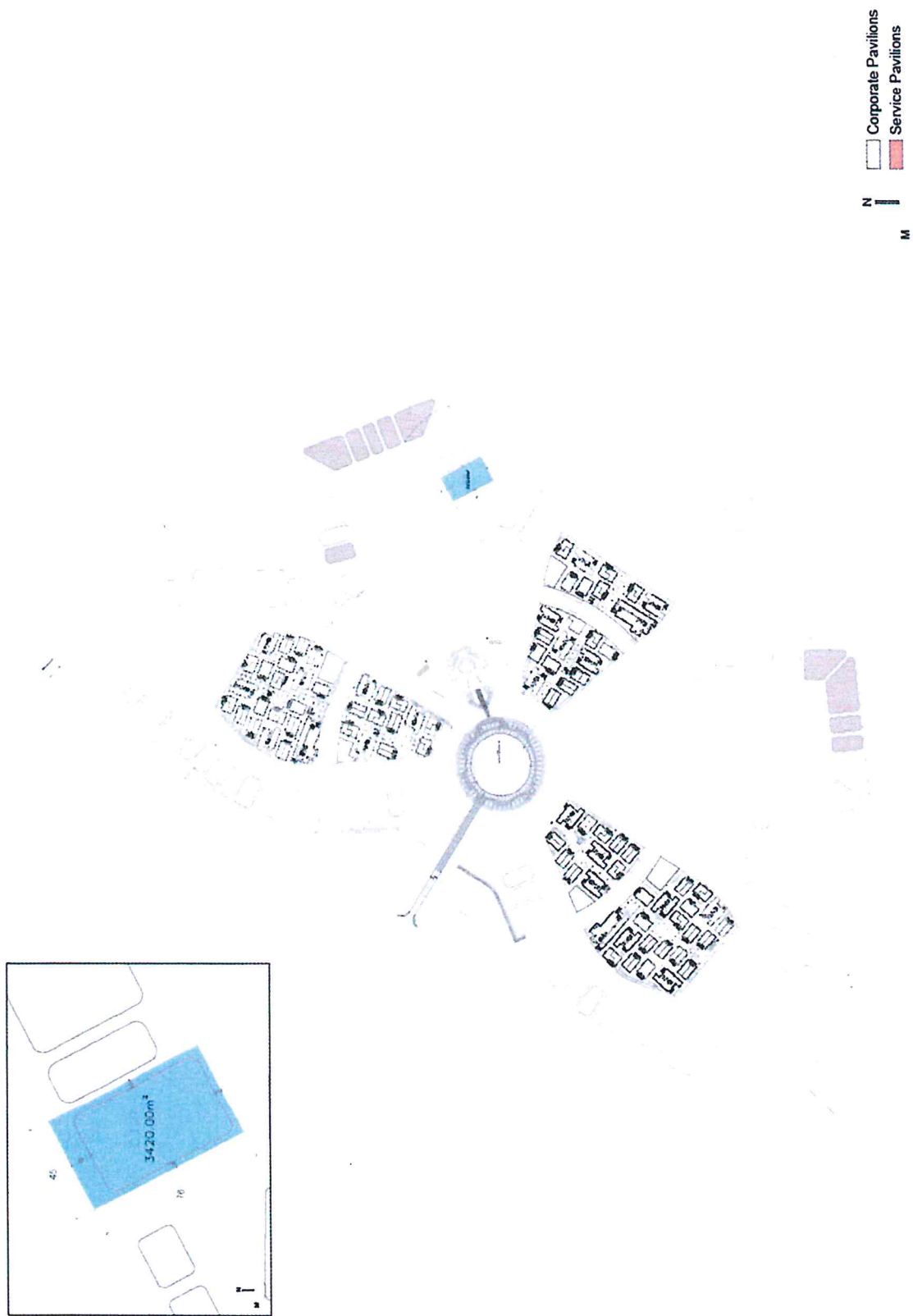
The Commissioner General of the Expo 2020, in respect of the principles of the Convention Relating to International Exhibitions of November 22nd, 1928, as supplemented and amended, the provisions of the General Regulations of the Exhibition, and of the laws and regulations in effect in Dubai, guarantees the fulfilment of the obligations and responsibilities of the Organiser under this contract.

The Commissioner General of the World Exhibition Dubai 2020

Dated: _____

Appendix I: Plan of Space Allocated to the Participant
Appendix II: Theme Statement
Appendix III: Commercial Activities

Appendix I: Plan of Space Allocated to the Participant



Appendix II: Theme Statement

Theme statement to be submitted by the Participant and approved by the Organizer at a later stage.

Appendix III: Commercial Activities

Once the Special Regulations are approved by the BIE, the text of the Appendix III will be included in this contract.