



PARTICIPATION CONTRACT for International Horticultural Expo 2027, Yokohama, Japan (Official Participant)

Between, represented by Mr/Mrs/Ms, Commissioner of Section (hereinafter referred to as “the Official Participant”), which has expressed its intention to participate in International Horticultural Expo 2027, Yokohama, Japan (hereinafter referred to as “the Expo”), in response to the invitation of the Government of Japan, on the one hand, and the Japan Association for the International Horticultural Expo 2027, Yokohama (hereinafter referred to as “the Organiser”), represented by Mr/Mrs/Ms, with the countersignature of the Commissioner of the Exhibition represented by Mr/Mrs/Ms on the other hand, it has been agreed as follows:

TITLE I - GENERAL PROVISIONS

Article 1

The object of this Contract is to establish the terms on which the Official Participant will take part in the Expo.

The General Regulations and Special Regulations of the Expo, as they have been or will be approved by the Bureau International des Expositions (hereinafter referred to as “the BIE”), are acknowledged as an integral part of this Contract and are binding for the contracting parties.

The parties acknowledge the authority of the Commissioner of the Exhibition as it is defined in the Convention relating to International Exhibitions, signed at Paris on the 22nd of November 1928, as amended (hereinafter referred to as “the Convention”) and in the rules approved by the BIE, especially Article 5 of the General Regulations.

As for legal matters not regulated by the Convention, the Official Participant shall also comply with all applicable laws and regulations of Japan.

TITLE II - THE OFFICIAL PARTICIPANT'S EXHIBIT

Article 2

The Organiser provides space at the disposal of the Official Participant, which the Official Participant hereby accepts, as designated on the plan annexed to the Contract as Annex I and made up as follows:

In accordance with Article 13 of General Regulations, types of exhibition spaces shall be as follows:

- Outdoor exhibition space (plot - land type; hereinafter referred to as "Type I");
and
 - Indoor exhibition shared facilities (hereinafter referred to as "Type II").
- [...] square meters of exhibition space plot, provided free of charge (Type I);
- Exhibition space in the pavilions built by the Organiser of [...] square meters at a usage fee of JPY [...] per square meter (Type II);

Spaces will be provided for the Official Participant as follows:

- Type I plots will be handed over to Official Participants by 19 March 2026.
- Type II plots will be handed over to Official Participants by 19 October 2026.

The Official Participant agrees to present an exhibition related to the theme of the Expo as described in the General Regulations and in Special Regulation No. 1 concerning the definition of the theme of the Expo and the means of its implementation by the Organiser and the Participants.

The Official Participant shall set up an exhibition as described in the Theme Statement approved by the Organiser and attached to this Contract as Annex II, which constitutes an integral part hereof.

In accordance with the General Regulations and the Special Regulations, the Official Participant shall be responsible for the decoration, maintenance, management and cleaning of the spaces at its disposal.

Article 3

The Organiser shall provide the Official Participant with the services such as gas, electricity, telecommunications, water inlets and outlets, garbage removal, etc., in accordance with Special Regulation No. 10 concerning the provision of general services,

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 Official Participant with all necessary information regarding the relevant laws and regulations of Japan and directives or policies of the local governments and the local authorities that are applicable to the Official Participant for its participation in the Expo.

Upon request by the Organiser, the Official 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 Official Participant's exhibition in addition to the goods and supplies related to the Official 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 Expo and of the presentation of each Official Participant.

Article 5

The Official Participant shall be solely responsible for the choice and installation of exhibitors in its national section as well as for the choice of all personnel within that section.

The Official Participant shall require parties identified in the following paragraphs to comply with this Contract, the General Regulations, the Special Regulations, and the instructions which the Organiser may give, with the approval of the Commissioner of the Exhibition, within the limits of its prerogatives, as well as agreements based on the aforementioned regulations:

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

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

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

Article 6

The Official Participant hereby undertakes:

- To complete all works, decoration, overlay and other activities necessary for its pavilion and garden to be complete, event-ready and in accordance in all respects with the General Regulations and the Special Regulations, not later than the date or dates specified by the Organiser in Article 17 of the General Regulations;
- To keep its spaces open to visitors during the days and hours when the Expo is open for the entire duration of the Expo;
- To authorise the Organiser to install, maintain and repair all equipment or furnishings necessary for the smooth operation of the Expo within the premises of the Official Participant's disposal; and
- To return the space(s) allocated to the Official Participant in the same condition as when it received such space(s) by 10 October 2027 for Type II exhibition spaces and by 10 December 2027 for Type I exhibition spaces, as provided in Article 17 of the General Regulations except if otherwise contractually agreed upon.

Should the Official Participant fail to fulfil the above obligation, the Commissioner of the Exhibition 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 Official Participant will perform its obligations under this Contract, the Organiser will have the right, at the expense of the Official Participant:

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

TITLE III - COMMERCIAL ACTIVITIES OF THE OFFICIAL PARTICIPANTS

Article 7

The Official Participant agrees that the spaces devoted to all commercial activities (including food and beverage services) and accessible to the public shall not exceed twenty percent (20 %) of its total exhibition space in conformity with Article 19 of the General Regulations.

Details regarding the above shall be described in Annex III.

Article 8

The Official Participant may establish, within the area designated for commercial activities, restaurants open to the general public, where the cuisine of its country shall principally be served as defined in Special Regulation No. 9 concerning the conditions under which Official Participants may operate restaurants or carry out sales.

The Official Participant shall pay monthly to the Organiser a royalty on the “turnover” of the restaurant as described in Special Regulation No. 9.

The Official 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.

However, the areas for restaurants and refreshment services intended exclusively for staff prescribed in this article shall be unambiguously distinguished from the areas for restaurants and merchandise sales for the public.

The operation of such service shall not give rise to the payment of any royalty in favour of the Organiser, but the space which it occupies shall be included in the space allocated, pursuant to Article 2 herein.

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 9

Subject to the Organiser’s prior approval, the Official Participant may sell one or more types of articles which are truly representative of its country or organisation. Such articles may be replaced during the course of the Expo, subject to the Organiser’s prior approval.

This principle also applies to electronic sales.

The Official Participant shall pay monthly to the Organiser a royalty on the “turnover” from such product sales; the rate of such royalty shall be determined at a future date and specified in Special Regulation No. 9, referred to in Article 34 of the General Regulations.

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

Article 10

The Official Participant may (in accordance with Article 20 of the General Regulations) sell on-site any of the items exhibited and materials used to install presentations after the Expo closes.

Such sales shall not give rise to the payment of any royalty in favour of the Organiser. By so doing, however, the Official Participant shall lose its right to the benefit of temporary import of the items exhibited and materials concerned and shall be subject to taxation and customs regulations, as defined in Special Regulation No. 7 concerning the regulations governing customs, plant quarantine and handling, and any particular rates and charges, referred to in Article 34 of the General Regulations.

TITLE IV - BENEFITS GRANTED TO THE OFFICIAL PARTICIPANTS

Article 11

Advantages granted to the Commissioner of Section and other authorised personnel shall be set forth in Special Regulation No. 12 concerning the privileges and advantages of Commissioner of Section and of their staff.

Article 12

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

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

- Accommodation;
- Health care and insurance;

- Benefits granted to the families of the personnel of the Official Participants.

Article 13

The Commissioner of the Exhibition and the Organiser shall deal with the relevant governmental authorities and shall act in a manner conducive to the best success of the Expo, particularly by:

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

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

Article 14

The Organiser shall provide the Official Participant with a list of transport, handling and packing firms, of suppliers of products and items, and of contractors of all kinds, which are approved by the Organiser and which have undertaken to deal with the Official Participants on fair terms.

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

The Commissioner of the Exhibition and the Organiser will deal with the transport firms and their organisations for the purpose of obtaining the most favourable terms for the Official Participant.

Article 15

In case of a dispute between the Official 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 or to the rules issued by the BIE; or of the College of Commissioners 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.

TITLE V – LIABILITY

Article 16

The Commissioner of the Exhibition, the Organiser, the Commissioners of Section, their exhibitors, mutually waive any claim which they may be entitled to make against each other as a result of material damage caused by fire or other casualty.

Such a claim would not be waived in the case of foul play.

This waiver takes effect automatically for each Commissioner of Section as from the date his/her Participation Contract enters into force. All contracts relating to the insurance of buildings, furnishings, equipment, plants and animals and any other items belonging to the persons mentioned in Article 27 of the General Regulations, whether they take the form of a contract of adhesion to a group policy or of a separate policy, must explicitly mention this waiver.

TITLE VI - ENTRY INTO FORCE

Article 17

This Contract shall enter into force as soon as it has been signed by the parties hereto and countersigned by the Commissioner of the Exhibition.

If the Contract shall be signed on different dates, then this Contract shall enter into force on the later date of signature.

All annexes referenced in this Contract are hereby made an integral part of this Contract and will be attached to the Contract as soon as the parties have signed them.

The Contract ends with the full return of the assigned surface area whereby the duration of the Contract runs until 10 December 2027.

Should either of the parties have claims (including financial claims) against the other party after the end of the Contract, this shall not release the other party from its duty to fulfil the obligations ensuing from that claim.



Article 18

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:

<p>The Organiser</p> <p>Name:</p> <p>Title:</p> <p>Address:</p> <p>Country: Japan</p>	<p>The Official Participant</p> <p>Name:</p> <p>Title:</p> <p>Address:</p> <p>Country:</p>
---	--

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

IN WITNESS WHEREOF, this Contract shall be prepared in triplicate originals in English or in French and shall be signed by the Commissioner of Section and the representative of the Organiser, countersigned by the Commissioner of the Exhibition, and each party retaining one copy.

In the event of any divergence of interpretations, the provisions in English shall prevail.

<p>On behalf of the Government of</p> <p>Name:</p> <p>Title: Commissioner of Section</p> <p>Address:</p> <p>Signature:</p> <p>Date:</p>	<p>The Japan Association for the International Horticultural Expo 2027, Yokohama</p> <p>Name:</p> <p>Title:</p> <p>Address:</p> <p>Signature:</p> <p>Date:</p>
---	--

The Commissioner of the Exhibition, in respect of the principles of the Convention, the provisions of the General Regulations of the Expo, the provisions of the Special Regulations of the Expo, and of the laws and regulations in effect in Japan, guarantees the fulfilment of the obligations and responsibilities of the Organiser under this Contract.



Commissioner of the Exhibition

Name:

Address

Signature:

Date:

Annex I: Plan of Space Allocated to the Official Participant

Annex II: Theme Statement of the Official Participant

Annex III: Commercial Activities (as applicable)

Annex IV: Programme of Assistance (as applicable)

Annex V: Reference Costs for Participation/Participation Cost Estimates