

SPECIAL REGULATION No. 8

CONCERNING INSURANCE

CHAPTER I. GENERAL PROVISIONS

Article 1. Purpose

The purpose of this Special Regulation is, in accordance with Articles 28 and 43 of the General Regulations of the International Horticultural Exhibition Expo 2023 Doha, Qatar (hereinafter referred to as “Expo 2023 Doha” or “Exhibition”) to specify the necessary conditions regarding insurance which Participants and the Organizer of the Exhibition are required to take out.

Article 2. Definition of Participants

2.1. The Participants referred to in this Special Regulation include:

- 2.1.1.** Official Participants, the officially participating countries and international organizations,
- 2.1.2.** Non-Official Participants,
- 2.1.3.** Those who have concluded a participation contract for concessionaires with the Organizer for carrying out commercial activities,
- 2.1.4.** Those who have concluded a participation contract with the Organizer as exhibitors,
- 2.1.5.** Those who have concluded a contract with the Organizer for presenting special events,
- 2.1.6.** Those who have concluded a contract with the Organizer concerning immovable or movable property to be used for the Exhibition,
- 2.1.7.** Those who have concluded a contract with the Organizer for the construction, furnishing and dismantling of buildings, structures, installations and equipment,
- 2.1.8.** Those who have concluded a contract with the Organizer to assist in providing facilities or in the operation of the Exhibition.

2.2. The following parties are also deemed as participants in this Special Regulation:

- 2.2.1.** Those who exhibit items, organize events or carry out commercial activities for the Participants specified in the preceding paragraph,
- 2.2.2.** Those who undertake construction, assembly, dismantling or removal for the Participants specified in the preceding paragraph,
- 2.2.3.** Those who have a legal claim on property used by the Exhibition besides those listed in the preceding paragraph.

2.3. Participants listed in Paragraph 1 of this Article shall ensure that the Parties listed in Paragraph 2 of this Article are informed of the requirements of this Special Regulation and that they agree to comply with the requirements thereof through legally binding declarations.

Article 3. Compliance with Laws and Regulations

3.1. All Participants shall comply with the Paris Convention relating to International Exhibitions signed on November 22nd, 1928 as amended and supplemented, the General Regulations, the Special Regulations of the Exhibition, the relevant laws and regulations in Qatar and the additional instructions and directives issued by the Organizer, which shall be in conformity with the General Regulations and the Special Regulations of the Exhibition (hereinafter jointly referred to as “the Laws and Regulations”).

3.2. The additional instructions and directives shall be issued by the Organizer to provide more information on related subjects and further specify the rights and obligations of the Participants and the Organizer.

Article 4. Compulsory Insurance

4.1. The Participants and the Organizer shall take out the following Insurance:

- 4.1.1.** Insurance concerning the design and construction works, including maintenance works,
- 4.1.2.** Property Damage Insurance,
- 4.1.3.** Insurance on Movable Property, including insurance for exhibited goods,
- 4.1.4.** Comprehensive Liability Insurance,
- 4.1.5.** Motor Vehicle Liability Insurance,
- 4.1.6.** Employee Accident and Compensation Insurance,
- 4.1.7.** Healthcare Insurance.

4.2. The Participants shall provide the Organizer with a certified copy of the insurance contracts or a copy of the insurance policies for the above-mentioned insurances. The insurance policy forms provided to the Organizer shall be in Arabic, English or French.

4.3. When the Participants do not conclude insurance contracts with insurance companies recommended by the Organizer, those insurance contracts must conform with the minimum requirements of the scope of insurance and with the insurance guaranties valid in the State of Qatar.

4.4. The Organizer determines the minimum scope of the insurance policies for the mandatory insurance as mentioned herein above. The Organizer shall provide a list of insurance companies he recommends, and which offer adequate guaranties.

Article 5. Waiver

The Commissioner General of the Exhibition, the Organizer and each Participant shall mutually Waive any claim which they may be entitled to make against each other because of material damage caused by fire or other casualty. Such a claim would not be waived in case of willful act or gross negligence. This waiver shall become effective on the date the participation contract, license contract or other contract comes into force or on the effective date the allocated area shall be available to the Participant.

Participants are required to have this waiver noted in each insurance policy that is taken out in conjunction with their participation in Expo 2023 Doha. Insurance contracts should also include an agreement not to exercise the rights of subrogation arising therefrom.

CHAPTER II. PROPERTY INSURANCE

Article 6. Design, Construction and Maintenance Works Insurance

6.1. Participants shall take out insurance covering their construction, installation, extension and dismantling works as follows:

6.1.1. The insured property: insurance against all construction, installation and maintenance risks resulting from planning, construction, extension, maintenance and dismantling works as well as for materials kept under the control of the Participants at the construction sites within the Exhibition Site. This also includes all orders to subcontractors and material cost.

6.1.2. The insured amount: the insured amount of a property insurance contract has to correspond to the estimated value of the completed work.

6.1.3. The covered period: the period of coverage shall extend from the date of take-over of the construction site (whether on building sites or in exhibition areas within existing buildings) to the time of delivery of the completed work i.e. the date of the final technical handover. In case of demolition works, the period of coverage shall extend from the beginning of the demolition works until the exhibition area is returned to the Organizer after dismantling.

6.1.4. The Participants shall bear the costs of the insurance.

Article 7. Property Damage Insurance

7.1. Participants shall take out insurance covering real property as follows:

7.1.1. The insured property: buildings and facilities constructed by the Participants including improvements incorporated to rented buildings, shall be insured against “all risks”.

7.1.2. The insured amount: the amount insured shall be fixed on the basis of the replacement value of the insured property mentioned herein above.

7.1.3. The covered period: the period of coverage shall extend from the time of completion and delivery of the insured property to the Participant until such time as the building is removed from the site, or in the case of rented buildings, until such time as the building is returned to the Organizer.

7.2. Participants shall contract a property insurance for the buildings and facilities which they have erected with the Insurance Companies recommended by the Organizer. The Participants shall bear the costs of such insurance.

7.3. Already existing exhibition buildings and their installations used by Official Participants are insured by the Organizer. The Participants shall bear the costs of a proportional part of the insurance premium. The insurance does not cover the goods mentioned in Article 8.

7.4. The governments of participating countries or similar institutions of other Participants may upon notifying the Organizer or the Commissioner General of the Exhibition in writing decide to act as their own insurer with regard to damages mentioned herein above which might occur to the real property they have erected.

Article 8. Movable Property Insurance

8.1. Participants shall take out insurance on movable property, including insurance for exhibited items as follows:

8.1.1. The property insured: equipment, fitting items, exhibited objects, and others under the responsibility of the Participants on the Exhibition Site shall be insured against “all risks”.

8.1.2. The sum insured: the coverage shall correspond to the replacement value of the objects mentioned above.

8.1.3. The period covered: the period of coverage shall extend from the time of unloading of the movable property at the Exhibition Site until the time of loading of said movable property to carry it out of the Exhibition Site, or any later date agreed upon with the insurance company.

8.2. Participants shall bear the cost of the insurance on their movable property including the cost of insurance for exhibited items.

8.3. The governments of participating countries or similar institutions of other Participants may upon notifying the Organizer or the Commissioner General of the Exhibition in writing decide to act as their own insurer with regard to damages mentioned herein above.

CHAPTER III. INSURANCE UNDER LAWS AND REGULATIONS

Article 9. Comprehensive Liability Insurance

9.1. Arrangements made by the Organizer: The Organizer shall take out the insurance mentioned herein above on behalf of itself and the Participants under the most favourable conditions.

9.2. Limits of liability: The Comprehensive Liability Insurance is to indemnify the Participants and the Organizer against loss sustained by reason of legal liability due to bodily injury and/or property damage to a third party or other related parties arising out of the erection or construction, ownership, maintenance, or use of the premises and sites of the Exhibition in existing exhibition halls or any operations in connection with the Exhibition.

9.3. Period of coverage for the Organizer: The Comprehensive Liability Insurance becomes effective from the date on which construction starts on the Exhibition site to the date on which dismantlement and removal of all exhibition areas is complete.

9.4. Period of coverage for the Participants: The Comprehensive Liability Insurance becomes effective from the date of handover of the exhibition spaces to Participants, or on which the contracts pertaining to their participation in the Exhibition come into effect to the date on which the Exhibition areas are returned to the Organiser.

9.5. Contribution of premium by Participants: Participants shall be responsible for the payment of a proportional part of the insurance premium based on the gross exhibition area allocated to them. Further information and details regarding the terms of payment will be provided by the Organizer.

9.6. The maximum amount of compensation for each accident or compensation accumulated during the insurance period is 7 million USD.

Article 10. Motor Vehicle Liability Insurance

10.1. Pursuant to The Traffic Law No. 19 of 2007 of the State of Qatar, motor vehicle licensing shall include submission of a valid insurance policy in respect of the motor vehicle against the risk to which third parties may be exposed in the country.

10.2. All vehicles rented in Qatar must have Compulsory Traffic Insurance.

10.3. In addition to the Compulsory Traffic Insurance, Participants may take out fully comprehensive insurance by purchasing additional insurance as stipulated in Article 14 of this Special Regulation.

10.4. Proof of insurance must be carried in the vehicles at all times.

Article 11. Employee Accident and Compensation Insurance

Pursuant to the Laws and Regulations, Participants must take out insurance to compensate for work-related accidents which cause injury and treatment, illness, disability, or death for their Qatari and foreign employees and provide the Organizer with valid certifying documentation.

Article 12. Healthcare Insurance

Participants shall ensure that their employees are covered by general health insurance in accordance with the Laws and Regulations. Participants will provide contracts / insurance policies and proof of insurance premium payments to the Organizer.

Article 13. Coverage under Reciprocal Agreements for Health and Accident

13.1. Participants who hire employees on the Exhibition Site who are not Qatari residents and who do not benefit from an insurance coverage according to Articles 11 and 12, but who are already covered by employee accident and compensation insurance and/or general emergency and health care insurance (by means of reciprocal international agreements or other means, valid in the State of Qatar), have to submit the necessary documents attesting to such coverage to the Organizer.

13.2. When Participants' employees working within the Exhibition Site do not benefit from coverage for Employee Accident Compensation Insurance and Healthcare Insurance, in conformity with Articles 11, 12 and 13, paragraph 1, the Participants shall ensure that their employees benefit from sufficient

insurance coverage valid for Qatar. The Participants have to submit the necessary documents attesting to such coverage to the Organizer. The Organizer shall provide further details in the supplementary instructions and guidelines.

CHAPTER IV. ASSISTANCE BY THE ORGANIZER

Article 14. Optional Insurance

In accordance with Article 28, paragraph 5 of the General Regulations, the Organizer shall assist the Participants in purchasing optional insurance by providing the Participants with a list of optional accredited insurance companies in due course.

Article 15. Insurance Contracts

15.1. Participants may apply to the Organizer for assistance when signing contracts for property insurance and insurance for construction and installation projects. The applications shall be submitted to the Organizer no later than 15 days prior to the signing of such contracts.

15.2. The Organizer shall provide assistance when the Participants need to add special clauses to the contracts mentioned in the above paragraphs.