

Clause 1 risk identification – our method

Clause 1 risk identification example:

Query Here is the checkpoint, project clause, case clauses and the relevant review. Summarize what have you learned from the exemplars first concisely, no need to repeat the new question in your answer, and strictly follow the logic of the summary to answer the new question. Exemplars:

Q: <Checkpoint: ``The Financial Closing Date shall have occurred before the Commencement Date.``

Case clause: ``8.1 Commencement of Works The Employer may issue the Notice to Proceed at any time and the Commencement Date shall occur on the date on which the last of the following conditions has been fulfilled (or waived or deferred (with or without conditions) by the Employer in the case of sub-clause (a) and (b) below, or waived or deferred (with or without conditions) by the Contractor in case of sub-clause (c), (d) and (e) below), as notified by the Employer: (a) Financial Closing (as defined in the Implementation Agreement) has occurred in terms of the Implementation Agreement (as may be confirmed by a letter issued by the relevant authority) and as confirmed by the Employer to the Contractor; (b) the Performance Bond and the Advance Payment Guarantee have been provided by the Contractor in accordance with Clause 4.3(b) and are in full force and effect; (c) the Advance Payment has been received by the Contractor in accordance with Clause 14.2(b); (d) the Employer has granted the Contractor right of access to Site and possession of the Site for the performance of the whole of the Works where the same is needed for execution of the Contract; and (e) the insurance policies that are required to be obtained by the Employer under Schedule 7 (Insurance), have been procured and are effective...``

Choose from the following options: [A] contradict [B] entail [C] not found>

A: <Explanation: The case clause contradicts the checkpoint. According to 8.1 commencement of works "in the case of sub-clause (a) below can be waived or deferred (with or without conditions) by the Employer", which stipulates Financial Closing shall occur before the Commencement Date. Thus, it can infer that the requirement that Financial Closing shall occur before the Commencement Date could be waived by the Employer. As a result, it can not surely confirm that the Financial Closing Date will be occurred before the Commencement Date. The answer is therefore [A]>

Q: <Checkpoint: ``The Financial Closing Date shall have occurred before the Commencement Date``

Case clause: ``5.1 Notice to Proceed The "Commencement Date" shall be the date stated in a written notice to the Contractor from the Employer, executed by its duly authorized representative, informing the Contractor to proceed with the Works and confirming that each of the following conditions precedent has been satisfied (or will be satisfied upon the date such written notice is given pursuant to this Contract Agreement) or, subject as provided below, waived by the Employer (the "Notice to Proceed"): (i) the Employer has received from the

Contractor: (A) the Advance Payment Bond which shall by its terms be fully effective on or before the date of remittance by the Employer of the Advance Payment; (B) the Performance Security for the Works which shall be dated or confirmed by the issuers thereof to be or to become effective on or before the date (or reasonably anticipated date as informed by the Employer) of the Notice to Proceed; ...''

Choose from the following options: [A] contradict [B] entail [C] not found>

A: <Explanation: The case clause contradicts the checkpoint. According to the given case clause, the sub-clause (ii) below can be waived by the Employer solely, which the sub-clause (ii) illustrated that the Financial Closing shall have occurred before the Commencement Date. As the Employer has the opportunity to waive this sub-clause, therefore it is not clear whether the Financial Closing will occur before the Commencement Date., The answer is therefore [A]>

Q: <Checkpoint: ''The Financial Closing Date shall have occurred before the Commencement Date.'''

Case clause: ''7.2 Notice to Proceed (a) Provided that all of the conditions precedent set forth in Exhibit A Annex 1 (Conditions Precedent to Full Notice to Proceed) are satisfied or waived (any waiver of any such condition precedent being at the Company's sole discretion), the Company shall issue the Notice to Proceed. (b) If the Company does not issue the Notice to Proceed within three (3) months of the date of issuance of the first Limited Notice to Proceed, it may issue another Limited Notice to Proceed, the scope of which shall be mutually agreed between the Parties and shall be considered part of the Works to be performed by the Contractor under the Contract. The terms set out in Clause 7.1 (Limited Notice to Proceed and LNTP Bond) shall apply, mutatis mutandis, to any such further Limited Notice to Proceed; provided that the issuance of such further Limited Notice to Proceed shall not entitle the Contractor to an extension of time or to an increase in the Contract Price. ...''

Choose from the following options: [A] contradict [B] entail [C] not found>

A:<Explanation: The case clause contradicts the checkpoint. The case clause doesn't provide the requirement that the Commencement Date shall occur on the date after the Financial Closing has occurred. The answer is therefore [A]>

Summary: <Summarize here>

Q: <Checkpoint: ''The Financial Closing Date shall have occurred before the Commencement Date.'''

Project clause: ''“Commencement Date” means the date on which the conditions below have been satisfied or waived in accordance with the following sentence. The below condition (i) may be waived by the Employer under the condition that Contractor has received payment of the milestone defined as payment no. 2 in Schedule 4 (as down-payment, i.e. regardless of the conditions established for milestone no. 2), the below conditions (iii) and (vi) may be waived by the Employer and the below conditions (ii), (iv) and (v) may be waived by the

Contractor: (i) Financial Close; (ii) the Contractor has received the down-payment from the Employer in the amount of 5% of the Contract Price as established as payment no,1 in Schedule 4; (iii) not used; (iv) the Employer has given right of access to and possession of, all the Site to the Contractor in accordance with Sub-Clause 2.1; (v) the Employer has delivered the Principal Project Agreement to the Contractor in accordance 1.13.1; and (vi) the Contractor has submitted the Performance Security to the Employer in accordance with Sub-Clause 4.2.```

Choose from the following options: [A] contradict [B] entail [C] not found>

A: <Explanation, The answer is therefore>

Ans 1 Summary: From the exemplars, it is observed that if the condition for the occurrence of the Financial Closing Date before the Commencement Date can be waived or deferred by one party (usually the Employer or the Company), it contradicts the checkpoint. Also, if the case clause does not state explicitly that the Financial Closing must occur before the Commencement Date, it is seen as contradicting the checkpoint.

Explanation: The project clause **contradicts** the checkpoint. According to the provided project clause, the requirement for Financial Closing (stated as condition (i)) can be waived by the Employer under certain circumstances. Therefore, it is not definite that the Financial Closing Date will occur before the Commencement Date. The answer is therefore [A].

Ans 2 Summary: The exemplars show scenarios where the case clause contradicts the checkpoint. In these cases, although the checkpoint states that "The Financial Closing Date shall have occurred before the Commencement Date," the provided case clauses contain clauses that allow for the waiving or deferring of the Financial Closing occurrence before the Commencement Date by either the Employer or Contractor. These provisions mean that it's not a guaranteed requirement that the Financial Closing has to occur before the Commencement Date.

Explanation: The project clause **contradicts** the checkpoint. The condition explicitly states that the requirement of Financial Close, which is defined as the signing of the Loan Documents and the fulfillment of all conditions to the availability of funds, can be waived by the Employer under certain conditions. This provision implies that it's not a definite requirement for the Financial Closing Date to have occurred before the Commencement Date, thus contradicting the checkpoint. The answer is therefore [A].

Ans 3 Summary: The exemplars deal with case clauses that have the potential to contradict the checkpoint stating "The Financial Closing Date shall have occurred before the Commencement Date". In each exemplar, the conditions precedent to the Commencement Date includes the Financial Closing, but they also provide for the possibility that this condition may be waived or deferred by the Employer, introducing the potential for the Financial Closing Date to not necessarily occur before the Commencement Date.

Explanation: The project clause **contradicts** the checkpoint. According to the

stated conditions, the Employer can waive the condition (i), which mandates that the Financial Close shall occur before the Commencement Date, especially if the Contractor has received payment of the milestone defined as payment no. 2 in Schedule 4. Given that the Employer can waive this requirement, it is not guaranteed that the Financial Closing Date will occur before the Commencement Date. The answer is therefore [A].

Ans 4 Summary: From the exemplars, it is learned that the conditions under which Financial Closing and Commencement Date interact vary. The checkpoint states that “The Financial Closing Date shall have occurred before the Commencement Date.” However, case clauses in contractual agreements might contradict this. These clauses often include clauses that allow either the Employer or the Contractor to waive or defer certain requirements, including the necessity for Financial Closing to occur before the Commencement Date. As a result, the strict relationship stipulated by the checkpoint might not always be enforced in practice.

Explanation: The project clause **contradicts** the checkpoint. According to the project clause, sub-clause (i) that states "Financial Close" can be waived by the Employer, given the Contractor has received payment of the milestone defined as payment no. 2. This indicates that the Financial Closing could be waived under certain circumstances and thus it does not necessarily need to occur before the Commencement Date. The answer is therefore [A]

Ans 5 Summary: In the exemplars, the common theme is that the checkpoint stating “The Financial Closing Date shall have occurred before the Commencement Date” often contradicts the case clauses. This contradiction generally arises from the fact that either the Employer or Contractor, depending on the case clauses, can waive or defer certain conditions, including the one about the Financial Closing Date. In other cases, the case clauses simply do not mention or require that the Financial Closing Date must occur before the Commencement Date, resulting in a contradiction with the checkpoint. A: Explanation: The project clause **contradicts** the checkpoint. The clause indicates that the Financial Close condition (i) can be waived by the Employer under certain circumstances. This suggests that it is possible for the Commencement Date to occur without the Financial Closing Date having occurred. Therefore, the project clause does not necessarily ensure that the Financial Closing Date shall occur before the Commencement Date. The answer is therefore [A].

Query (vote prompt) Analyze choices below in detail, then conclude which is the most promising for the instruction and must giving one choice concisely at the end. Instruction: based on the project clause, decide whether it contradicts with and entails with the checkpoint.

checkpoint: “The Financial Closing Date shall have occurred before the Commencement Date.”

Project clause: ““Commencement Date” means the date on which the conditions below have been satisfied or waived in accordance with the following sentence. The below condition (i) may be waived by the Employer under the condition that

Contractor has received payment of the milestone defined as payment no. 2 in Schedule 4 (as down-payment, i.e. regardless of the conditions established for milestone no. 2), the below conditions (iii) and (vi) may be waived by the Employer and the below conditions (ii), (iv) and (v) may be waived by the Contractor: (i) Financial Close; (ii) the Contractor has received the down-payment from the Employer in the amount of 5% of the Contract Price as established as payment no.1 in Schedule 4; (iii) not used; (iv) the Employer has given right of access to and possession of, all the Site to the Contractor in accordance with Sub-Clause 2.1; (v) the Employer has delivered the Principal Project Agreement to the Contractor in accordance 1.13.1; and (vi) the Contractor has submitted the Performance Security to the Employer in accordance with Sub-Clause 4.2.``

choice 1: `` Summary: From the exemplars, it is observed that if the condition for the occurrence of the Financial Closing Date before the Commencement Date can be waived or deferred by one party (usually the Employer or the Company), it contradicts the checkpoint. Also, if the case clause does not state explicitly that the Financial Closing must occur before the Commencement Date, it is seen as contradicting the checkpoint. Explanation: The project clause contradicts the checkpoint. According to the provided project clause, the requirement for Financial Closing (stated as condition (i)) can be waived by the Employer under certain circumstances. Therefore, it is not definite that the Financial Closing Date will occur before the Commencement Date. The answer is therefore [A].``

choice 2:`` Summary: The exemplars show scenarios where the case clause contradicts the checkpoint. In these cases, although the checkpoint states that "The Financial Closing Date shall have occurred before the Commencement Date," the provided case clauses contain clauses that allow for the waiving or deferring of the Financial Closing occurrence before the Commencement Date by either the Employer or Contractor. These provisions mean that it's not a guaranteed requirement that the Financial Closing has to occur before the Commencement Date. Explanation: The project clause contradicts the checkpoint. The condition explicitly states that the requirement of Financial Close, which is defined as the signing of the Loan Documents and the fulfillment of all conditions to the availability of funds, can be waived by the Employer under certain conditions. This provision implies that it's not a definite requirement for the Financial Closing Date to have occurred before the Commencement Date, thus contradicting the checkpoint. The answer is therefore [A].``

choice 3:`` Summary: The exemplars deal with case clauses that have the potential to contradict the checkpoint stating "The Financial Closing Date shall have occurred before the Commencement Date". In each exemplar, the conditions precedent to the Commencement Date includes the Financial Closing, but they also provide for the possibility that this condition may be waived or deferred by the Employer, introducing the potential for the Financial Closing Date to not necessarily occur before the Commencement Date.

Explanation: The project clause **contradicts** the checkpoint. According to the

stated conditions, the Employer can waive the condition (i), which mandates that the Financial Close shall occur before the Commencement Date, especially if the Contractor has received payment of the milestone defined as payment no. 2 in Schedule 4. Given that the Employer can waive this requirement, it is not guaranteed that the Financial Closing Date will occur before the Commencement Date. The answer is therefore [A].''

choice 4:'' Summary: From the exemplars, it is learned that the conditions under which Financial Closing and Commencement Date interact vary. The checkpoint states that "The Financial Closing Date shall have occurred before the Commencement Date." However, case clauses in contractual agreements might contradict this. These clauses often include clauses that allow either the Employer or the Contractor to waive or defer certain requirements, including the necessity for Financial Closing to occur before the Commencement Date. As a result, the strict relationship stipulated by the checkpoint might not always be enforced in practice. Explanation: The project clause **contradicts** the checkpoint. According to the project clause, sub-clause (i) that states "Financial Close" can be waived by the Employer, given the Contractor has received payment of the milestone defined as payment no. 2. This indicates that the Financial Closing could be waived under certain circumstances and thus it does not necessarily need to occur before the Commencement Date. The answer is therefore [A].''

choice 5:'' Summary: In the exemplars, the common theme is that the checkpoint stating "The Financial Closing Date shall have occurred before the Commencement Date" often contradicts the case clauses. This contradiction generally arises from the fact that either the Employer or Contractor, depending on the case clauses, can waive or defer certain conditions, including the one about the Financial Closing Date. In other cases, the case clauses simply do not mention or require that the Financial Closing Date must occur before the Commencement Date, resulting in a contradiction with the checkpoint. A: Explanation: The project clause **contradicts** the checkpoint. The clause indicates that the Financial Close condition (i) can be waived by the Employer under certain circumstances. This suggests that it is possible for the Commencement Date to occur without the Financial Closing Date having occurred. Therefore, the project clause does not necessarily ensure that the Financial Closing Date shall occur before the Commencement Date. The answer is therefore [A].''

Ans 1 All the choices highlight the potential contradiction between the project clause and the checkpoint, focusing on the possibility that the Financial Closing Date may not occur before the Commencement Date. They all describe the waivable nature of the condition (i) by the Employer under the circumstance of the Contractor receiving payment no. 2 in Schedule 4, indicating that the Financial Closing Date might not necessarily precede the Commencement Date.

Upon closer examination:

Choice 1 provides a clear and concise summary of the potential contradiction, specifically focusing on how the waiver could undermine the certainty of the Financial Closing Date's precedence over the Commencement Date.

Choice 2 reiterates this contradiction, emphasizing the implication of the waiver on the sequence of events.

Choice 3 provides the same analysis as choices 1 and 2 but with different phrasing.

Choice 4 elaborates further on the condition of the waiver, emphasizing that the waiver can be granted regardless of the conditions established for milestone no. 2.

Choice 5 reiterates the same analysis as the previous choices but uses different phrasing.

Upon this analysis, **Choice 4** appears to be the most promising as it gives the most detailed account of the condition in question and how it contradicts with the checkpoint, thus highlighting the critical exception in the event of waiving the Financial Close. This choice incorporates all elements of the potential contradiction and expands on the conditions under which the Financial Close might be waived.

Ans 2 All of the five choices are essentially stating the same argument, i.e., that the project clause contradicts the checkpoint. They highlight that the Financial Close, referred to as condition (i), can be waived by the Employer under certain circumstances. This implies that the Financial Closing Date doesn't necessarily have to occur before the Commencement Date, contradicting the checkpoint that states the opposite. Each choice is effectively rewording this argument, but their core logic remains the same. The difference lies in how they phrase and structure the contradiction. Some choices present the information more succinctly, while others provide more context or detail about the conditions. Given the emphasis on "conciseness" in your question, **choice 1** seems to be the most promising. It's succinct, clearly stating the contradiction, and still includes enough detail to explain why this contradiction exists.

Ans 3 All five choices essentially argue that the project clause contradicts the checkpoint. They all justify this by pointing out that the condition of "Financial Close" can be waived by the Employer under certain circumstances, meaning that the Financial Closing Date may not necessarily occur before the Commencement Date. While all choices share the same conclusion, they do differ slightly in their explanations and nuances. For instance, choice 1 discusses the uncertainty around the timing of the financial closing due to the Employer's discretion, choice 2 emphasizes on the waiver allowing the Financial Closing Date not to precede the Commencement Date, and choice 4 highlights that the waiver might lead to instances where the Financial Closing doesn't occur before the Commencement Date. Meanwhile, choices 3 and 5 essentially reiterate the core argument of the waiver's existence. However, none of the choices seems to have a significant advantage over the others, as they all deliver the same core message and arrive at the same conclusion. Therefore, the selection of the most promising choice largely depends on your preference for the nuances in explanations. That being said, if a selection is required, we can opt for the choice that provides the most comprehensive explanation, which is **Choice 1**. It mentions the waiver,

emphasizes the Employer's discretion leading to the uncertainty around the timing of the Financial Closing, and articulates the contradiction to the checkpoint. This choice not only provides a detailed justification but also successfully highlights the main contradiction issue between the checkpoint and the project clause. Thus, Choice 1 appears to be the most promising one.

Ans 4 All of the choices agree that the project clause contradicts the checkpoint due to the possibility of waiving the Financial Close condition, making it not obligatory for it to occur before the Commencement Date. However, each choice's explanation differs slightly in how they present this contradiction:

Choice 1 presents the contradiction based on the Employer's discretion to defer the Financial Close under certain circumstances, emphasizing the lack of certainty.

Choice 2, similar to choice 1, emphasizes the waiver's implications, which implies that the Financial Closing Date does not necessarily precede the Commencement Date.

Choice 3 focuses on the power of the Employer to waive the condition and implies the absence of a guarantee that the Financial Closing Date will occur before the Commencement Date.

Choice 4 emphasizes that the Financial Closing may not necessarily occur before the Commencement Date due to the potential for waiving the Financial Close condition.

Choice 5 highlights the fact that Financial Close could be waived by the Employer under certain circumstances, indicating the contradiction. In terms of clarity and succinctness, choice 1 seems to be the most promising choice. It clearly states that the project clause contradicts the checkpoint due to the possibility of waiving the Financial Close, and then adds that the certainty of the Financial Closing before the Commencement Date is unclear, causing a contradiction with the checkpoint. The use of the term 'defer' also implies that while the Financial Closing Date could occur after the Commencement Date in some instances, it is not completely disregarded, thus maintaining its relevance. This is crucial since the checkpoint emphasizes the precedence of the Financial Closing Date. Therefore, **choice 1** is selected.

Ans 5 All the given choices essentially say the same thing but are formulated slightly differently. They all analyze the project clause, suggesting that it contradicts the checkpoint. The crux of the contradiction lies in the fact that the Financial Closing Date (condition (i)) can be waived by the Employer under certain circumstances, which implies that it's not a mandatory requirement for the Financial Closing Date to have occurred before the Commencement Date. This contradicts the checkpoint, which states that "The Financial Closing Date shall have occurred before the Commencement Date". The differences among the choices can be found primarily in their wording and the level of detail they provide:

Choice 1: Offers a clear and concise explanation, with no specific reference to the text from the project clause.

Choice 2: Goes into further detail about the definition of the Financial Close, however, it doesn't add value to the analysis in this context.

Choice 3: Provides a more detailed explanation about the condition that allows the Employer to waive the Financial Close, also emphasizes the role of payment no. 2 in Schedule 4.

Choice 4: Similar to Choice 3, it provides a comprehensive understanding of the waiver condition and its implications.

Choice 5: Provides a direct and clear explanation, although it doesn't go into specifics about the conditions under which the Financial Close can be waived.

Based on the clarity and conciseness of the explanation, the most promising choice, in my opinion, would be: **Choice 1**

Clause 1 risk identification – standard

Clause 1 risk identification example:

Query You are a construction contract review AI assistant. You will be provided with checkpoint, project clause delimited by ``` . Your task is to perform the following actions: 1 - check whether the project clause contradicts with or entails with the checkpoint. 2 - if there are not enough information to determine whether the project clause contradicts with or entails with the checkpoint, simply output not found. 3 - give explanation for your response. Use the following format: Condition situation: <contradict or entail or not found>
Explanation: <Explanation>

checkpoint: ```The Financial Closing Date shall have occurred before the Commencement Date```

project clause: ```“Commencement Date” means the date on which the conditions below have been satisfied or waived in accordance with the following sentence. The below condition (i) may be waived by the Employer under the condition that Contractor has received payment of the milestone defined as payment no. 2 in Schedule 4 (as down-payment, i.e. regardless of the conditions established for milestone no. 2), the below conditions (iii) and (vi) may be waived by the Employer and the below conditions (ii), (iv) and (v) may be waived by the Contractor: (i) Financial Close; (ii) the Contractor has

received the down-payment from the Employer in the amount of 5% of the Contract Price as established as payment no,1 in Schedule 4; (iii) not used; (iv) the Employer has given right of access to and possession of, all the Site to the Contractor in accordance with Sub-Clause 2.1; (v) the Employer has delivered the Principal Project Agreement to the Contractor in accordance 1.13.1; and (vi) the Contractor has submitted the Performance Security to the Employer in accordance with Sub-Clause 4.2.``

Ans 1 Condition situation: **Entail**

Explanation: The project clause does entail the checkpoint. The checkpoint states that the Financial Closing Date should occur before the Commencement Date. In the project clause, it is detailed that the "Commencement Date" is the date on which certain conditions have been satisfied or waived, and one of those conditions is the Financial Close. This essentially means the same thing as the Financial Closing Date. Thus, it is clear that the Financial Closing Date (or the Financial Close) is intended to occur before the Commencement Date, which is in alignment with the checkpoint.

Ans 2 Condition situation: **Entail**

Explanation: The project clause provided details the elements necessary for the "Commencement Date" to occur. In this set of conditions, (i) is Financial Close, which can be interpreted as the Financial Closing Date mentioned in the checkpoint. As per the checkpoint, the Financial Closing Date must occur prior to the Commencement Date, which aligns with condition (i) in the project clause, thus suggesting that the Financial Closing Date is a prerequisite for the Commencement Date. Therefore, the project clause entails the checkpoint.

Ans 3 Condition situation: **Entail**

Explanation: The project clause under "Commencement Date" specifies in condition (i) that Financial Close needs to be achieved. This is in line with the checkpoint that states "The Financial Closing Date shall have occurred prior to the Commencement Date". Therefore, there's no contradiction but an entailment between the checkpoint and the project clause, as both require the financial closure to happen before the commencement date.

Ans 4 Condition situation: **Entail**

Explanation: The project clause entails with the checkpoint. The Commencement Date, as stated in the project clause, requires the satisfaction of several conditions, one of which is the "Financial Close". This is essentially the same as the "Financial Closing Date" referred to in the checkpoint. Therefore, by this definition, the Financial Closing Date or Financial Close must have occurred prior to or on the Commencement Date, aligning with the checkpoint.

Ans 5 Condition situation: **Entail**

Explanation: The project clause outlines the conditions that must be met or possibly waived for the "Commencement Date" to be realized. Among these conditions, condition (i) specifically mentions "Financial Close." Since the checkpoint states that the "Financial Closing Date shall have occurred before the Commencement Date," and the project clause mentions that "Financial Close" is

one of the conditions to define the "Commencement Date," it means that the two are entailed. The Commencement Date relies, at least in part, on the Financial Close, which supports the statement made in the checkpoint.

Clause 2 risk identification – our method

Clause 2 risk identification example:

Query Here is the checkpoint, project clause, case clauses and the relevant review. Summarize what have you learned from the exemplars first concisely, no need to repeat the new question in your answer, and strictly follow the logic of the summary to answer the new question. Exemplars:

Q: <Checkpoint: ``The conditions precedent should only be waived by mutual agreement between the Project Company and the Contractor.``

Case clause: ``4.1 Conditions Precedent The Contract shall come into full force and effect on the Date of Signing, but the Contractor shall not be obliged to commence the Works until the Commencement Date has occurred. The Commencement Date shall be the date upon which the Contractor receives a Notice to Proceed (but, for the avoidance of doubt, not a Limited Notice to Proceed) from the Owner requiring it to proceed with the Works and confirming that each of the following conditions has been satisfied or, subject as provided below, waived by the Owner (in the case of article (b)) ,by the Contractor (in the case of articles (a), (c) and (e)) and by both Parties (in the case of article (d))``

Choose from the following options: [A] contradict [B] entail [C] not found>

A: <Explanation: The case clause entails the checkpoint. According to the 4.1 Condition precedent, the Owner has the right to waive sub-clause b, which is protecting the Owner's own interests, and the waiver of this sub-clause does not pose a risk to the Contractor, and similarly, the Contractor may waive sub-clauses a, c, and e, which are also protecting the Contractor's own interests, and the waiver of these sub-clauses does not pose a risk to the Owner. As a result, it can be considered that the condition precedent is waived by mutual agreement between both parties.>

Q: <Checkpoint: ``The conditions precedent should only be waived by mutual agreement between the Project Company and the Contractor.``

Case clause: ``Notice to Proceed (NTP) & NTP Longstop Date The Company shall issue a NTP if the Conditions Precedent defined in clause 70 are met or waived (as the case may be). Such notice shall instruct the Contractor to commence the Works within a defined period of time ("Commencement Date"). 68. Conditions Precedent to issuance of the NTP At any time after the Effective Date, a Notice to Proceed may be issued by the Company from the date on which the last of all of the following conditions precedent have been satisfied or waived in writing by the Party to whom performance is due: a) the Contractor has obtained all Contractor Permits required to be obtained by the Contractor under this Agreement; b) the Contractor has delivered to the Company an Advance Payment Bond, a Performance Bond as per the forms set out in Schedule 9

attached to EPC Agreement; c) the Contractor has provided to the Company the relevant insurance required under Schedule 12.2 (Insurance Requirements for the Contractor) attached to EPC Agreement; d) the Contractor has delivered to the Company the invoice for the Advance Payment Amount, and the full amount of Advance Payment has been received by the Contractor; e) the Contractor has provided to the Company a legal opinion on the capacity of the Contractor to enter into this Agreement; f) the Company has the necessary Real Property Rights to enable the Contractor to access the Site from the Commencement Date; g) the Company has provided to the Contractor the relevant insurance certificates required under Schedule 12.1 (Insurance Requirements for the Company);’’

Choose from the following options: [A] contradict [B] entail [C] not found>

A: <Explanation: The case clause contradicts the checkpoint. According to the clause "66. Notice to Proceed (NTP) & NTP Longstop Date" and "68. Conditions Precedent to issuance of the NTP", it only stated that "The Company shall issue a NTP if the Conditions Precedent defined in clause 70 are met or waived (as the case may be)" and "all of the following conditions precedent have been satisfied or waived in writing by the Party", respectively. Neither clause specifies that conditions precedent can only be waived through mutual agreement between the Owner and the Contractor.>

Q: <Checkpoint: ’’’The conditions precedent should only be waived by mutual agreement between the Project Company and the Contractor.’’’

Case clause: ’’’“Commencement Date” means the date on which the Contractor receives the Notice to Proceed from the Project Company instructing it to commence performance of the Works and confirming that all conditions set out in Schedule 4 (Conditions Precedent to Notice to Proceed) have been satisfied or (if applicable) waived by the Project Company. Schedule 1 Conditions Precedent to Notice to Proceed It shall be a condition precedent to the issuance of the Notice to Proceed that each of the following has occurred, unless any such condition precedent is waived in writing by Project Company (in its sole discretion, provided that Project Company shall not be permitted to waive the condition precedent in paragraph 1.1 below without the Contractor’s prior consent)’’’

Choose from the following options: [A] contradict [B] entail [C] not found>

A:<Explanation: The case clause contradicts the checkpoint. The case clause stated that "all conditions set out in Schedule 4 (Conditions Precedent to Notice to Proceed) have been satisfied or (if applicable) waived by the Project Company". However, the Conditions Precedent should not be waived by the Project Company acting in its sole discretion. Instead, it should be decided by the Parties, i.e. the Project company and the Contractor.>

Summary: <Summarize here>

Q: <Checkpoint: ’’’The conditions precedent should only be waived by mutual agreement between the Project Company and the Contractor.’’’

Project clause: ``5.1 Effective Date “Effective Date” means the date upon which the EPC Contractor receives a notice from the Owner requiring the EPC Contractor to proceed with the Works (the “Full Notice to Proceed”). The Full Notice to Proceed shall not be issued until each of the following conditions precedent has been satisfied or waived by the Owner (in the case of articles 5.1(a), 5.1(b), and 5.1(e) of this Agreement), by the EPC Contractor (in the case of articles 5.1(c) and 5.1(f) of this Agreement), and by both Parties (in the case of articles 5.1(d) and 5.1(g) of this Agreement): (a) The Owner has received a certificate in respect of each of the following entities signed by a duly authorized officer of such entity: (i) [each entity], acting as the EPC Contractor; and (ii) [[each entity], acting as the provider of the Parent Guarantee,] attaching the following documents: ``

Choose from the following options: [A] contradict [B] entail [C] not found>

A: <Explanation, The answer is therefore>

Ans 1 Summary: The exemplars establish that when conditions precedent can be waived by the individual parties involved, i.e., the Project Company and the Contractor, without needing mutual agreement, it contradicts the checkpoint. However, if there are distinct conditions precedent that each party can waive independently without affecting the other, or there are conditions that can only be waived by both parties in agreement, then it entails the checkpoint.

Explanation: The project clause **entails** the checkpoint. In the provided condition, the Owner can waive articles 5.1(a), 5.1(b) and 5.1(e), and the EPC Contractor can waive articles 5.1(c) and 5.1(f) - these are conditions that can be waived by the parties independently without affecting the other. Moreover, for articles 5.1(d) and 5.1(g), both parties, the Owner and the EPC Contractor, need to agree to waive these conditions. Therefore, the conditions precedent are being waived either by each party independently or by mutual agreement, in accordance with the checkpoint. The answer is therefore [B].

Ans 2 Summary: The checkpoint requires that conditions precedent should only be waived by mutual agreement between the Project Company and the Contractor. This principle was contradicted in the first two exemplars, where the conditions precedent could be waived by the Project Company or the Owner without necessarily requiring the Contractor's consent. The third exemplar entailed the checkpoint because each party had the right to waive conditions precedent that protected their own interests, aligning with the principle of mutual agreement.

Explanation: The project clause **entails** the checkpoint. In the project clause, there are certain conditions precedent that can be waived by the Owner (articles 5.1(a), 5.1(b), and 5.1(e)), and there are other conditions precedent that can be waived by the EPC Contractor (articles 5.1(c) and 5.1(f)). However, there are also conditions precedent that can only be waived by both Parties (articles 5.1(d) and 5.1(g)). Therefore, although not all conditions are subject to mutual agreement, some are, and in these cases, the waiver of conditions precedent aligns with the principle that it should be done by mutual agreement between the Project Company and the Contractor. The answer is therefore [B]

Ans 3 Summary: From the exemplars, it is observed that a condition precedent may be waived by either the Project Company, the Contractor, or by mutual agreement between them. This provision allows each party to waive those conditions that primarily protect their own interests. When both parties must agree to waive a condition, it typically pertains to matters impacting both parties. In contrast, the exemplars show that the absence of a clear requirement for mutual agreement in waiving a condition contradicts the checkpoint.

Explanation: The project clause **entails** the checkpoint. The condition precedent as described in the contract indicates that some conditions may be waived by the Owner (articles 5.1(a), 5.1(b), and 5.1(e)), some by the EPC Contractor (articles 5.1(c) and 5.1(f)), and others by mutual agreement between both parties (articles 5.1(d) and 5.1(g)). These conditions precedent protect the interests of each party and are waived by the party whose interests are being protected. Therefore, it can be considered that the conditions precedent are waived by mutual agreement between the parties involved., The answer is therefore [B].

Ans 4 Summary: The exemplars provide a comparison between a checkpoint stating that the conditions precedent should only be waived by mutual agreement between the Project Company and the Contractor, and various case clauses. In two examples, the case clauses contradict the checkpoint, allowing either the Project Company or the Contractor to independently waive the conditions precedent, whereas in one example, the case clause does entail the checkpoint as it requires mutual agreement to waive the conditions precedent. Explanation: The project clause **entails** the checkpoint. According to article 5.1 of the EPC Contract, the conditions precedent can be waived by the Owner (for articles 5.1(a), 5.1(b), and 5.1(e)), by the EPC Contractor (for articles 5.1(c) and 5.1(f)), and by both Parties (for articles 5.1(d) and 5.1(g)). As such, the conditions that primarily concern the Owner can be waived by the Owner, those primarily concerning the EPC Contractor can be waived by the Contractor, and those that concern both parties can only be waived by mutual agreement, which aligns with the checkpoint. Therefore, the answer is [B] entail.

Ans 5 Summary: The checkpoint in all cases states that conditions precedent should only be waived by mutual agreement between the Project Company and the Contractor. In the first two examples, the case clauses contradict the checkpoint as the waivers can be made unilaterally by either the Project Company or the Contractor. The third example entailed the checkpoint as the waivers can only be made mutually or individually based on the nature of conditions, ensuring that no party's interests are compromised.

Explanation: The project clause **entails** the checkpoint. The condition explicitly states that certain conditions can be waived by the Owner (representing the Project Company), others can be waived by the EPC Contractor, and a few can be waived by both parties. This distribution of authority aligns with the checkpoint's requirement that waivers should be made by mutual agreement, ensuring the interests of both parties. However, it also allows for individual waivers where the conditions solely concern the party providing the waiver,

	ensuring no compromise on their interests. The answer is therefore [B].
Query (vote prompt)	<p>Analyze choices below in detail, then conclude which is the most promising for the instruction and must giving one choice concisely at the end. Instruction: based on the project clause, decide whether it contradicts with and entails with the checkpoint.</p> <p>checkpoint: ``The conditions precedent should only be waived by mutual agreement between the Project Company and the Contractor.``</p> <p>Project clause: ``5.1 Effective Date "Effective Date" means the date upon which the EPC Contractor receives a notice from the Owner requiring the EPC Contractor to proceed with the Works (the "Full Notice to Proceed"). The Full Notice to Proceed shall not be issued until each of the following conditions precedent has been satisfied or waived by the Owner (in the case of articles 5.1(a), 5.1(b), and 5.1(e) of this Agreement), by the EPC Contractor (in the case of articles 5.1(c) and 5.1(f) of this Agreement), and by both Parties (in the case of articles 5.1(d) and 5.1(g) of this Agreement): (a) The Owner has received a certificate in respect of each of the following entities signed by a duly authorized officer of such entity: (i) [each entity], acting as the EPC Contractor; and (ii) [[each entity], acting as the provider of the Parent Guarantee,] attaching the following documents:``</p> <p>choice 1: `` Summary: The exemplars establish that when conditions precedent can be waived by the individual parties involved, i.e., the Project Company and the Contractor, without needing mutual agreement, it contradicts the checkpoint. However, if there are distinct conditions precedent that each party can waive independently without affecting the other, or there are conditions that can only be waived by both parties in agreement, then it entails the checkpoint.</p> <p>Explanation: The project clause entails the checkpoint. In the provided condition, the Owner can waive articles 5.1(a), 5.1(b) and 5.1(e), and the EPC Contractor can waive articles 5.1(c) and 5.1(f) - these are conditions that can be waived by the parties independently without affecting the other. Moreover, for articles 5.1(d) and 5.1(g), both parties, the Owner and the EPC Contractor, need to agree to waive these conditions. Therefore, the conditions precedent are being waived either by each party independently or by mutual agreement, in accordance with the checkpoint. The answer is therefore [B]. ``</p> <p>choice 2: `` Summary: The checkpoint requires that conditions precedent should only be waived by mutual agreement between the Project Company and the Contractor. This principle was contradicted in the first two exemplars, where the conditions precedent could be waived by the Project Company or the Owner without necessarily requiring the Contractor's consent. The third exemplar entailed the checkpoint because each party had the right to waive conditions precedent that protected their own interests, aligning with the principle of mutual agreement. Explanation: The project clause entails the checkpoint. In the project clause, there are certain conditions precedent that can be waived by the Owner (articles 5.1(a), 5.1(b), and 5.1(e)), and there are other conditions precedent that can be waived by the EPC Contractor (articles 5.1(c) and 5.1(f)). However, there</p>

are also conditions precedent that can only be waived by both Parties (articles 5.1(d) and 5.1(g)). Therefore, although not all conditions are subject to mutual agreement, some are, and in these cases, the waiver of conditions precedent aligns with the principle that it should be done by mutual agreement between the Project Company and the Contractor. The answer is therefore [B] ```

choice 3: ``` Summary: From the exemplars, it is observed that a condition precedent may be waived by either the Project Company, the Contractor, or by mutual agreement between them. This provision allows each party to waive those conditions that primarily protect their own interests. When both parties must agree to waive a condition, it typically pertains to matters impacting both parties. In contrast, the exemplars show that the absence of a clear requirement for mutual agreement in waiving a condition contradicts the checkpoint.

Explanation: The project clause **entails** the checkpoint. The condition precedent as described in the contract indicates that some conditions may be waived by the Owner (articles 5.1(a), 5.1(b), and 5.1(e)), some by the EPC Contractor (articles 5.1(c) and 5.1(f)), and others by mutual agreement between both parties (articles 5.1(d) and 5.1(g)). These conditions precedent protect the interests of each party and are waived by the party whose interests are being protected. Therefore, it can be considered that the conditions precedent are waived by mutual agreement between the parties involved., The answer is therefore [B]. ```

choice 4: ``` Summary: The exemplars provide a comparison between a checkpoint stating that the conditions precedent should only be waived by mutual agreement between the Project Company and the Contractor, and various case clauses. In two examples, the case clauses contradict the checkpoint, allowing either the Project Company or the Contractor to independently waive the conditions precedent, whereas in one example, the case clause does entail the checkpoint as it requires mutual agreement to waive the conditions precedent.

Explanation: The project clause **entails** the checkpoint. According to article 5.1 of the EPC Contract, the conditions precedent can be waived by the Owner (for articles 5.1(a), 5.1(b), and 5.1(e)), by the EPC Contractor (for articles 5.1(c) and 5.1(f)), and by both Parties (for articles 5.1(d) and 5.1(g)). As such, the conditions that primarily concern the Owner can be waived by the Owner, those primarily concerning the EPC Contractor can be waived by the Contractor, and those that concern both parties can only be waived by mutual agreement, which aligns with the checkpoint. Therefore, the answer is [B] entail. ```

choice 5: ``` Summary: The checkpoint in all cases states that conditions precedent should only be waived by mutual agreement between the Project Company and the Contractor. In the first two examples, the case clauses contradict the checkpoint as the waivers can be made unilaterally by either the Project Company or the Contractor. The third example entailed the checkpoint as the waivers can only be made mutually or individually based on the nature of conditions, ensuring that no party's interests are compromised.

Explanation: The project clause **entails** the checkpoint. The condition explicitly states that certain conditions can be waived by the Owner (representing the

Project Company), others can be waived by the EPC Contractor, and a few can be waived by both parties. This distribution of authority aligns with the checkpoint's requirement that waivers should be made by mutual agreement, ensuring the interests of both parties. However, it also allows for individual waivers where the conditions solely concern the party providing the waiver, ensuring no compromise on their interests. The answer is therefore [B]. ``

Ans 1 Analyzing the choices, all of them revolve around the argument that the project clause entails the checkpoint. They highlight how the Owner and EPC Contractor have the authority to waive project clause, and some conditions require mutual agreement for waiver, as mentioned in the checkpoint.

Choice 1 offers a straightforward analysis and emphasizes that conditions precedent can be waived by the respective parties or through mutual agreement, corresponding with the checkpoint.

Choice 2 also asserts that the project clause entails the checkpoint, but it highlights the conditions that require mutual agreement for waiver, in line with the checkpoint's principle.

Choice 3 presents an interesting perspective as it not only emphasizes the mutual agreement aspect but also links the waivers to the protection of each party's interests.

Choice 4 provides a more detailed breakdown of the conditions and who can waive them, emphasizing that the agreement for the waiver aligns with the checkpoint.

Choice 5 argues that the project clause entails the checkpoint. It discusses how the distribution of waiver authority aligns with the checkpoint and protects the interests of the parties.

Based on the detailed analysis, all choices make solid arguments. However, Choice 3 provides a nuanced understanding of the situation and links the waiver to each party's interest protection, thereby offering a more comprehensive explanation. This connection provides a broader understanding of why certain conditions can be waived independently and others require mutual agreement, a clear link to the checkpoint's intent. Therefore, **Choice 3** is the most promising choice.

Ans 2 All five choices analyze the agreement correctly by observing that the waiver of certain conditions precedent can be done either unilaterally or bilaterally, depending on the condition in question. They all consider that this modality of waiving conditions is in alignment with the checkpoint, as some conditions can indeed be waived by mutual agreement, and others independently, according to the party they most affect.

However, choice 5 offers a slightly more nuanced interpretation, recognizing not only the mechanism for waiving conditions (either unilaterally or bilaterally) but also the rationale behind this mechanism - that it is designed to protect the interests of both parties. By pointing out this balance of interests, choice 5 demonstrates a more thorough understanding of the situation. This analysis leads to a more persuasive conclusion that the project clause entails the checkpoint.

Therefore, the most promising choice for the instruction is **Choice 5**.

Ans 3 All five choices have done a great job of analyzing the project clause in comparison with the checkpoint. Each choice accurately captures the division of waivers between the Owner (or the Project Company) and the EPC Contractor, with some conditions being subject to unilateral waivers by either party, and others requiring mutual agreement for a waiver.

Choice 1, 2, and 3 provide a similar interpretation of the project clause and the checkpoint, noting the distribution of authority to waive conditions between the two parties. They all note that for some conditions, only one party can waive them, while for others, both parties need to agree, effectively creating a scenario where conditions precedent can be waived by mutual agreement. Choice 4 further elaborates on the idea that the conditions that primarily concern one party can be waived by that party, and those concerning both parties can only be waived by mutual agreement, aligning with the checkpoint. Choice 5 adds an additional layer of interpretation, suggesting that this distribution of waiver authority not only aligns with the checkpoint's requirement for mutual agreement in certain circumstances but also respects the autonomy of each party where the conditions solely concern them.

While all choices have done an excellent job of analyzing the condition and checkpoint, the final choice seems to provide the most comprehensive view of the matter. It incorporates the element of mutual agreement while also considering the individual interests of each party involved. Therefore, the most promising choice for the instruction is: **Choice 5**.

Ans 4 Each of the five choices provides a similar analysis and conclusion on the project clause, claiming that it entails the checkpoint. Here's a concise analysis for each: Choice 1: Explains that some conditions can be waived by each party independently and others need mutual agreement. This maintains the checkpoint's principle of mutual agreement while acknowledging individual authorities. Choice 2: Recognizes that some conditions can be waived by the individual parties and others only through mutual agreement. It appreciates that the project clause aligns with the checkpoint by allowing waivers to be made by mutual agreement for some conditions.

Choice 3: Highlights that conditions precedent are set to protect each party's interests and can be waived by the party concerned or both parties together. Hence, the waivers still reflect mutual agreement between the parties involved. Choice 4: Analyses that conditions are divided based on the parties they concern and can be waived by the concerned party or both parties, upholding the checkpoint's principle.

Choice 5: Notes that the project clause permits waivers to be made by each party where the conditions solely concern that party, while also enabling mutual waivers. Thus, it fits with the checkpoint, allowing for both individual and mutual waivers without compromising either party's interests.

In conclusion, all five choices make valid points, but **Choice 5** offers the most comprehensive analysis. It not only recognizes the division of authority but also

emphasizes the importance of mutual agreement and individual rights, making it the most promising choice for the instruction. It combines the insights provided in the other choices while still focusing on mutual agreement, as required by the checkpoint, and individual interests.

- Ans 5 All choices argue that the project clause entails the checkpoint, with differences in their individual explanations. Here are the key points of each choice:
1. Choice 1: Highlights that the conditions precedent can be waived by each party independently or by mutual agreement. This choice aligns well with the checkpoint.
 2. Choice 2: Similar to Choice 1, this option emphasizes the independent or mutual waiver but does not directly connect this to the checkpoint's reference to "mutual agreement".
 3. Choice 3: Takes a more conceptual perspective, indicating the party whose interests are protected is the one who can waive the conditions. This aligns with the checkpoint but does not directly connect the idea of 'mutual agreement'.
 4. Choice 4: Reflects the mutual agreement principle by specifying which conditions concern each party and their waiver rights. This choice strongly links the project clause and the checkpoint.
 5. Choice 5: Not only considers the aspect of mutual agreement but also the rights of each party to waive conditions that solely concern them. This option links to the checkpoint and provides a detailed explanation. Given the above, Choice 5 provides the most comprehensive and detailed analysis. It directly links to the checkpoint and considers not just the mutual agreement aspect but also the autonomy of each party to waive conditions that solely concern them.

Therefore, the most promising choice for the instruction is **Choice 5**.

Clause 2 risk identification – standard

Clause 2 risk identification example:

Query You are a construction contract review AI assistant. You will be provided with checkpoint, project clause delimited by ```. Your task is to perform the following actions: 1 - check whether the project clause contradicts with or entails with the checkpoint. 2 - if there are not enough information to determine whether the project clause contradicts with or entails with the checkpoint, simply output not found. 3 - give explanation for your response. Use the following format: Condition situation: <contradict or entail or not found>
Explanation: <Explanation>
checkpoint: ```The conditions precedent should only be waived by mutual agreement between the Project Company and the Contractor.```\nproject clause: ```5.1 Effective Date “Effective Date” means the date upon which the EPC Contractor receives a notice from the Owner requiring the EPC Contractor to proceed with the Works (the “Full Notice to Proceed”). The Full

Notice to Proceed shall not be issued until each of the following conditions precedent has been satisfied or waived by the Owner (in the case of articles 5.1(a), 5.1(b), and 5.1(e) of this Agreement), by the EPC Contractor (in the case of articles 5.1(c) and 5.1(f) of this Agreement), and by both Parties (in the case of articles 5.1(d) and 5.1(g) of this Agreement): (a) The Owner has received a certificate in respect of each of the following entities signed by a duly authorized officer of such entity: (i) [each entity], acting as the EPC Contractor; and (ii) [[each entity], acting as the provider of the Parent Guarantee,] attaching the following documents:’’

Ans 1 Condition situation: **Contradict**

Explanation: The checkpoint states that the conditions precedent should be waived by mutual agreement between the Project Company and the Contractor. However, the project clause specifies a series of conditions precedent, some of which can be waived solely by the Owner (in the case of articles 5.1(a), 5.1(b), and 5.1(e)), by the EPC Contractor (in the case of articles 5.1(c) and 5.1(f)), and by both Parties (in the case of articles 5.1(d) and 5.1(g)). This contradicts the checkpoint because not all conditions precedent is subject to mutual agreement for waiver. In some instances, the waiver is at the discretion of either the Owner or the EPC Contractor individually, not collectively.

Ans 2 Condition situation: **Contradict**

Explanation: The checkpoint specifies that "The conditions precedent should be waived by mutual agreement between the Project Company and the Contractor." However, the project clause 5.1, as outlined in the contract, allows individual conditions precedent to be waived by separate entities, i.e., the Owner, the EPC Contractor, or both Parties together, depending on the particular articles referenced. This is a clear contradiction with the checkpoint statement, which suggests that all conditions precedent can only be waived by mutual agreement between the Project Company and the Contractor.

Ans 3 Condition situation: **Contradict**

Explanation: The project clause contradicts with the checkpoint. The checkpoint suggests that the conditions precedent should be waived only by mutual agreement between the Project Company and the Contractor. However, the project clause allows for the conditions precedent to be waived by the Owner in certain cases, by the EPC Contractor in other cases, and by both parties in yet other instances. This contradicts the requirement that the conditions precedent must be waived only by mutual agreement between the Project Company and the Contractor as stated in the checkpoint.

Ans 4 Condition situation: **Contradict**

Explanation: The checkpoint mentions that the conditions precedent should be waived by mutual agreement between the Project Company and the Contractor. However, in the project clause mentioned, it is indicated that certain conditions precedent can be waived by the Owner (in the case of articles 5.1(a), 5.1(b) and 5.1(e) of this Agreement), by the EPC Contractor (in the case of articles 5.1(c) and 5.1(f) of this Agreement) and by both Parties (in the case of articles 5.1(d)

and 5.1(g) of this Agreement). The checkpoint and the project clause contradict each other because in the project clause, not all conditions precedent require mutual agreement for them to be waived, as suggested by the checkpoint. Instead, the project clause splits the responsibility of waiving the conditions between the owner, the EPC Contractor, and both parties, depending on the project clause in question.

Ans 5 Condition situation: **Contradict**

Explanation: The checkpoint condition specifies that the conditions precedent should be waived by mutual agreement between the Project Company and the Contractor. However, in the project clause, the conditions precedent is to be waived by the Owner for articles 5.1(a), 5.1(b), and 5.1(e), by the EPC Contractor for articles 5.1(c) and 5.1(f), and by both parties for articles 5.1(d) and 5.1(g). This creates a contradiction as the parties involved in waiving the conditions precedent in the project clause does not align with the party involvement in the checkpoint condition.

The performance of using different amounts of clause-review pairs.

Clause 1 risk identification example with one clause-review pair:

Query Here is the checkpoint, project clause, case clauses and the relevant review. Summarize what have you learned from the exemplars first concisely, no need to repeat the new question in your answer, and strictly follow the logic of the summary to answer the new question. Exemplars:

Q: <Checkpoint: ``The Financial Closing Date shall have occurred before the Commencement Date``

Case clause: ``8.1 Commencement of Works The Employer may issue the Notice to Proceed at any time and the Commencement Date shall occur on the date on which the last of the following conditions has been fulfilled (or waived or deferred (with or without conditions) by the Employer in the case of sub-clause (a) and (b) below, or waived or deferred (with or without conditions) by the Contractor in case of sub-clause (c), (d) and (e) below), as notified by the Employer: (a) Financial Closing (as defined in the Implementation Agreement) has occurred in terms of the Implementation Agreement (as may be confirmed by a letter issued by the relevant authority) and as confirmed by the Employer to the Contractor; (b) the Performance Bond and the Advance Payment Guarantee have been provided by the Contractor in accordance with Clause 4.3(b) and are in full force and effect; (c) the Advance Payment has been received by the Contractor in accordance with Clause 14.2(b); (d) the Employer has granted the Contractor right of access to Site and possession of the Site for the performance of the whole of the Works where the same is needed for execution of the Contract; and (e) the insurance policies that are required to be obtained by the Employer under Schedule 7 (Insurance), have been procured and are effective. Notwithstanding the above, each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable. If the conditions detailed in this Sub-Clause are not fulfilled within six (6) months from the date of signing of the

Contract, both Parties shall renegotiate and reach a new agreement on the Contract Price and the Time for Completion and/or other relevant conditions. Failure by the Parties to reach an agreement as aforesaid, then either Party may terminate this Contract by giving a fifteen (15) days' notice to the other Party, in which event, the Employer shall return to the Contractor the securities the latter provided to it (if any), pursuant to which the Parties shall be released from their respective responsibilities and obligations to the other Party under the Contract. The Contract shall become invalid before the Commencement Date only if (i) the conditions as mentioned in sub-clause 8.1 (a) above are not fulfilled; and (ii) due to prolonged delay of commencement date, a new agreement on the Contract Price and the Time for Completion and/or other relevant conditions have not been agreed between Parties during a specified time; and (iii) a written termination agreement, introduced by either Party, has been signed by both Parties.`` Choose from the following options: [A] contradict [B] entail [C] not found>

A: <Explanation: ``The case clause contradicts the checkpoint. According to 8.1 commencement of works "in the case of sub-clause (a) below can be waived or deferred (with or without conditions) by the Employer", which stipulates Financial Closing shall occur before the Commencement Date. Thus, it can infer that the requirement that Financial Closing shall occur before the Commencement Date could be waived by the Employer. As a result, it can not surely confirm that the Financial Closing Date will be occurred before the Commencement Date.`` , The answer is therefore [A]>

Summary: <Summarize here>

Q: <Checkpoint: ``The Financial Closing Date shall have occurred before the Commencement Date``

Project clause: ``"Commencement Date" means the date on which the conditions below have been satisfied or waived in accordance with the following sentence. The below condition (i) may be waived by the Employer under the condition that Contractor has received payment of the milestone defined as payment no. 2 in Schedule 4 (as down-payment, i.e. regardless of the conditions established for milestone no. 2), the below conditions (iii) and (vi) may be waived by the Employer and the below conditions (ii), (iv) and (v) may be waived by the Contractor: (i) Financial Close; (ii) the Contractor has received the down-payment from the Employer in the amount of 5% of the Contract Price as established as payment no,1 in Schedule 4; (iii) not used; (iv) the Employer has given right of access to and possession of, all the Site to the Contractor in accordance with Sub-Clause 2.1; (v) the Employer has delivered the Principal Project Agreement to the Contractor in accordance 1.13.1; and (vi) the Contractor has submitted the Performance Security to the Employer in accordance with Sub-Clause 4.2.`` Choose from the following options: [A] contradict [B] entail [C] not found>

A: <Explanation, the answer is therefore>

Ans Summary: The exemplars demonstrate how the "Commencement Date" can be determined based on case clause. Both clauses mention a term called "Financial Close" or "Financial Closing" and highlight the scenarios under which certain conditions can be waived by either the Employer or the Contractor. The first condition emphasizes that the requirement for the Financial Closing before the Commencement Date could be waived by the Employer, which contradicts the checkpoint.

Explanation: The project clause **contradicts** the checkpoint. According to the provided definition of "Commencement Date," the condition (i), which refers to Financial Close, can be waived by the Employer if the Contractor has received the payment of milestone no. 2 as down-payment. Hence, it is not strictly required that Financial Close happens before the Commencement Date. The possibility of waiving this requirement means that Financial Close might not necessarily precede the Commencement Date, depending on the actions of the Employer.

The answer is therefore [A] contradict.

Clause 1 risk identification example with two clause-review pairs:

Query Here is the checkpoint, project clause, case clauses and the relevant review. Summarize what have you learned from the exemplars first concisely, no need to repeat the new question in your answer, and strictly follow the logic of the summary to answer the new question. Exemplars:

Q: <Checkpoint: ``The Financial Closing Date shall have occurred before the Commencement Date``

Case clause: ``8.1 Commencement of Works The Employer may issue the Notice to Proceed at any time and the Commencement Date shall occur on the date on which the last of the following conditions has been fulfilled (or waived or deferred (with or without conditions) by the Employer in the case of sub-clause (a) and (b) below, or waived or deferred (with or without conditions) by the Contractor in case of sub-clause (c), (d) and (e) below), as notified by the Employer: (a) Financial Closing (as defined in the Implementation Agreement) has occurred in terms of the Implementation Agreement (as may be confirmed by a letter issued by the relevant authority) and as confirmed by the Employer to the Contractor; (b) the Performance Bond and the Advance Payment Guarantee have been provided by the Contractor in accordance with Clause 4.3(b) and are in full force and effect; (c) the Advance Payment has been received by the Contractor in accordance with Clause 14.2(b); (d) the Employer has granted the Contractor right of access to Site and possession of the Site for the performance of the whole of the Works where the same is needed for execution of the Contract; and (e) the insurance policies that are required to be obtained by the Employer under Schedule 7 (Insurance), have been procured and are effective. Notwithstanding the above, each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable. If the conditions detailed in this Sub-Clause are not fulfilled within six (6) months from the date of signing of the Contract, both Parties shall renegotiate and reach a new agreement on the

Contract Price and the Time for Completion and/or other relevant conditions. Failure by the Parties to reach an agreement as aforesaid, then either Party may terminate this Contract by giving a fifteen (15) days' notice to the other Party, in which event, the Employer shall return to the Contractor the securities the latter provided to it (if any), pursuant to which the Parties shall be released from their respective responsibilities and obligations to the other Party under the Contract. The Contract shall become invalid before the Commencement Date only if (i) the conditions as mentioned in sub-clause 8.1 (a) above are not fulfilled; and (ii) due to prolonged delay of commencement date, a new agreement on the Contract Price and the Time for Completion and/or other relevant conditions have not been agreed between Parties during a specified time; and (iii) a written termination agreement, introduced by either Party, has been signed by both Parties.`` Choose from the following options: [A] contradict [B] entail [C] not found>

A: <Explanation: ``The case clause contradicts the checkpoint. According to 8.1 commencement of works "in the case of sub-clause (a) below can be waived or deferred (with or without conditions) by the Employer", which stipulates Financial Closing shall occur before the Commencement Date. Thus, it can infer that the requirement that Financial Closing shall occur before the Commencement Date could be waived by the Employer. As a result, it can not surely confirm that the Financial Closing Date will be occurred before the Commencement Date.``', The answer is therefore [A]>

Summary: <Summarize here>

Q: <Checkpoint: ``The Financial Closing Date shall have occurred before the Commencement Date``

Project clause: ``"Commencement Date" means the date on which the conditions below have been satisfied or waived in accordance with the following sentence. The below condition (i) may be waived by the Employer under the condition that Contractor has received payment of the milestone defined as payment no. 2 in Schedule 4 (as down-payment, i.e. regardless of the conditions established for milestone no. 2), the below conditions (iii) and (vi) may be waived by the Employer and the below conditions (ii), (iv) and (v) may be waived by the Contractor: (i) Financial Close; (ii) the Contractor has received the down-payment from the Employer in the amount of 5% of the Contract Price as established as payment no,1 in Schedule 4; (iii) not used; (iv) the Employer has given right of access to and possession of, all the Site to the Contractor in accordance with Sub-Clause 2.1; (v) the Employer has delivered the Principal Project Agreement to the Contractor in accordance 1.13.1; and (vi) the Contractor has submitted the Performance Security to the Employer in accordance with Sub-Clause 4.2.`` Choose from the following options: [A] contradict [B] entail [C] not found>

A: <Explanation, the answer is therefore>

Ans	Summary: From the exemplars, it is evident that when the case clauses mention
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the possibility of the Employer waiving the requirement for Financial Closing to occur before the Commencement Date, the case clauses contradict the checkpoint. If the case clause explicitly states that the Financial Closing must occur before the Commencement Date and doesn't give room for any waivers, then it entails the checkpoint.

Explanation: The project clause **contradicts** the checkpoint. According to the project clause, the requirement of Financial Close (which signifies Financial Closing Date) occurring before the Commencement Date can be waived by the Employer under specific circumstances. Hence, it is not guaranteed that the Financial Closing Date will always occur before the Commencement Date.

The answer is therefore [A].

The performance of using different similarity of clause-review pairs.

Similarity score of the case clause to clause 1: 0.174

Clause 1 risk identification example with clause-review pair 1:

Query Here is the checkpoint, project clause, case clauses and the relevant review. Summarize what have you learned from the exemplars first concisely, no need to repeat the new question in your answer, and strictly follow the logic of the summary to answer the new question. Exemplars:

Q: <Checkpoint: ``The Financial Closing Date shall have occurred before the Commencement Date``

Case clause: ``8.1 Commencement of Works The Employer may issue the Notice to Proceed at any time and the Commencement Date shall occur on the date on which the last of the following conditions has been fulfilled (or waived or deferred (with or without conditions) by the Employer in the case of sub-clause (a) and (b) below, or waived or deferred (with or without conditions) by the Contractor in case of sub-clause (c), (d) and (e) below), as notified by the Employer: (a) Financial Closing (as defined in the Implementation Agreement) has occurred in terms of the Implementation Agreement (as may be confirmed by a letter issued by the relevant authority) and as confirmed by the Employer to the Contractor; (b) the Performance Bond and the Advance Payment Guarantee have been provided by the Contractor in accordance with Clause 4.3(b) and are in full force and effect; (c) the Advance Payment has been received by the Contractor in accordance with Clause 14.2(b); (d) the Employer has granted the Contractor right of access to Site and possession of the Site for the performance of the whole of the Works where the same is needed for execution of the Contract; and (e) the insurance policies that are required to be obtained by the Employer under Schedule 7 (Insurance), have been procured and are effective. Notwithstanding the above, each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable. If the conditions detailed in this Sub-Clause are not fulfilled within six (6) months from the date of signing of the Contract, both Parties shall renegotiate and reach a new agreement on the Contract Price and the Time for Completion and/or other relevant conditions.

Failure by the Parties to reach an agreement as aforesaid, then either Party may terminate this Contract by giving a fifteen (15) days' notice to the other Party, in which event, the Employer shall return to the Contractor the securities the latter provided to it (if any), pursuant to which the Parties shall be released from their respective responsibilities and obligations to the other Party under the Contract. The Contract shall become invalid before the Commencement Date only if (i) the conditions as mentioned in sub-clause 8.1 (a) above are not fulfilled; and (ii) due to prolonged delay of commencement date, a new agreement on the Contract Price and the Time for Completion and/or other relevant conditions have not been agreed between Parties during a specified time; and (iii) a written termination agreement, introduced by either Party, has been signed by both Parties.`` Choose from the following options: [A] contradict [B] entail [C] not found>

A: <Explanation: ``The case clause contradicts the checkpoint. According to 8.1 commencement of works "in the case of sub-clause (a) below can be waived or deferred (with or without conditions) by the Employer", which stipulates Financial Closing shall occur before the Commencement Date. Thus, it can infer that the requirement that Financial Closing shall occur before the Commencement Date could be waived by the Employer. As a result, it can not surely confirm that the Financial Closing Date will be occurred before the Commencement Date.`` The answer is therefore [A]>

Summary: <Summarize here>

Q: <Checkpoint: ``The Financial Closing Date shall have occurred before the Commencement Date``

Project clause: ``"Commencement Date" means the date on which the conditions below have been satisfied or waived in accordance with the following sentence. The below condition (i) may be waived by the Employer under the condition that Contractor has received payment of the milestone defined as payment no. 2 in Schedule 4 (as down-payment, i.e. regardless of the conditions established for milestone no. 2), the below conditions (iii) and (vi) may be waived by the Employer and the below conditions (ii), (iv) and (v) may be waived by the Contractor: (i) Financial Close; (ii) the Contractor has received the down-payment from the Employer in the amount of 5% of the Contract Price as established as payment no,1 in Schedule 4; (iii) not used; (iv) the Employer has given right of access to and possession of, all the Site to the Contractor in accordance with Sub-Clause 2.1; (v) the Employer has delivered the Principal Project Agreement to the Contractor in accordance 1.13.1; and (vi) the Contractor has submitted the Performance Security to the Employer in accordance with Sub-Clause 4.2.`` Choose from the following options: [A] contradict [B] entail [C] not found>

A: <Explanation, the answer is therefore>

Ans	Summary: From the exemplars, it is evident that when the case clauses mention the possibility of the Employer waiving the requirement for Financial Closing to
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occur before the Commencement Date, the case clauses contradict the checkpoint. If the case clause explicitly states that the Financial Closing must occur before the Commencement Date and doesn't give room for any waivers, then it entails the checkpoint.

Explanation: The project clause **contradicts** the checkpoint. According to the project clause, the requirement of Financial Close (which signifies Financial Closing Date) occurring before the Commencement Date can be waived by the Employer under specific circumstances. Hence, it is not guaranteed that the Financial Closing Date will always occur before the Commencement Date.

The answer is therefore [A].

Similarity score of the case clause to clause 1: 0.218

Clause 1 risk identification example with clause-review pair 2:

Query Here is the checkpoint, project clause, case clauses and the relevant review. Summarize what have you learned from the exemplars first concisely, no need to repeat the new question in your answer, and strictly follow the logic of the summary to answer the new question. Exemplars:

Q: <Checkpoint: ``The Financial Closing Date shall have occurred before the Commencement Date``

Case clause: ``5.1 Notice to Proceed The "Commencement Date" shall be the date stated in a written notice to the Contractor from the Employer, executed by its duly authorized representative, informing the Contractor to proceed with the Works and confirming that each of the following conditions precedent has been satisfied (or will be satisfied upon the date such written notice is given pursuant to this Contract Agreement) or, subject as provided below, waived by the Employer (the "Notice to Proceed"): (i) the Employer has received from the Contractor: (A) the Advance Payment Bond which shall by its terms be fully effective on or before the date of remittance by the Employer of the Advance Payment; (B) the Performance Security for the Works which shall be dated or confirmed by the issuers thereof to be or to become effective on or before the date (or reasonably anticipated date as informed by the Employer) of the Notice to Proceed; (C) a parent company guarantee (or guarantees in case of a consortium constituting the Contractor) and each other related document (i.e., certificate of a responsible officer and opinion of counsel) to be provided to the Employer in accordance with Sub-Clause 4.2.4 [Parent Company Guarantee] of the Particular Conditions which shall by its respective terms be fully effective at delivery; (D) [any direct guarantee from a Subcontractor under a Major Subcontract identified in Sub-Clause 4.2.5 [Direct Subcontractor Undertakings] of the Particular Conditions]; (ii) the Financial Closing Date shall have occurred; (iii) the Contractor has received from the Employer the Advance Payment; (iv) the Employer has delivered and made available to the Contractor that part of the Site shown in the Site Handover Plan set out in Schedule E-3 [Site Handover Plan] to the Particular Conditions as being required to be delivered by it on or before the Commencement Date as a condition to the Notice to Proceed (the "NTP Site

Delivery Area”), with access for the relevant tracts or land areas with such area consistent with the relevant conditions (including allowable ongoing relocation activities if any) stated in Schedule E-3 [Site Handover Plan] and the qualifications regarding Site conditions in such areas consistent with Sub-Clause 2.5 [Site Data and Items of Reference], Sub-Clause 4.10 [Use of Site Data], and Sub-Clause 5.1 [General Design Obligations], subject in all circumstances to the qualifications therein and to the conditions and qualifications of Schedule X [UXO Clearance Plan];”

Choose from the following options: [A] contradict [B] entail [C] not found>

A: <Explanation: “The case clause contradicts the checkpoint. According to 8.1 commencement of works "in the case of sub-clause (a) below can be waived or deferred (with or without conditions) by the Employer", which stipulates Financial Closing shall occur before the Commencement Date. Thus, it can infer that the requirement that Financial Closing shall occur before the Commencement Date could be waived by the Employer. As a result, it can not surely confirm that the Financial Closing Date will be occurred before the Commencement Date.”, The answer is therefore [A]>

Summary: <Summarize here>

Q: <Checkpoint: “The Financial Closing Date shall have occurred before the Commencement Date”

Project clause: ““Commencement Date” means the date on which the conditions below have been satisfied or waived in accordance with the following sentence. The below condition (i) may be waived by the Employer under the condition that Contractor has received payment of the milestone defined as payment no. 2 in Schedule 4 (as down-payment, i.e. regardless of the conditions established for milestone no. 2), the below conditions (iii) and (vi) may be waived by the Employer and the below conditions (ii), (iv) and (v) may be waived by the Contractor: (i) Financial Close; (ii) the Contractor has received the down-payment from the Employer in the amount of 5% of the Contract Price as established as payment no,1 in Schedule 4; (iii) not used; (iv) the Employer has given right of access to and possession of, all the Site to the Contractor in accordance with Sub-Clause 2.1; (v) the Employer has delivered the Principal Project Agreement to the Contractor in accordance 1.13.1; and (vi) the Contractor has submitted the Performance Security to the Employer in accordance with Sub-Clause 4.2.” Choose from the following options: [A] contradict [B] entail [C] not found>

A: <Explanation, the answer is therefore>

Ans	Summary: The checkpoint emphasizes that the Financial Closing Date should precede the Commencement Date. From the case clause provided, it's deduced that this checkpoint may be waived under certain conditions. In the first exemplar, the Financial Closing Date (or sub-clause (ii)) can be waived by the Employer, and thus it's not certain whether the Financial Closing will indeed occur before
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the Commencement Date.

Explanation: In the provided project clause, the term "Financial Close" (which can be understood as the Financial Closing Date) is presented as condition (i). This condition can be waived by the Employer if the Contractor receives the payment described as milestone no. 2. As a result, it's not definitive that the Financial Closing Date will happen before the Commencement Date since the Employer has the authority to bypass this condition upon the Contractor's receipt of a specific payment.

The answer is therefore [A] **contradict**.

Similarity score of the case clause to clause 1: 0.31

Clause 1 risk identification example with clause-review pair 3:

Query Here is the checkpoint, project clause, case clauses, and the relevant review. Summarize what have you learned from the exemplars first concisely, no need to repeat the new question in your answer, and strictly follow the logic of the summary to answer the new question. Exemplars:

Q: <Checkpoint: ``The Financial Closing Date shall have occurred before the Commencement Date``

Project clause: ``7.2 Notice to Proceed (a) Provided that all of the conditions precedent set forth in Exhibit A Annex 1 (Conditions Precedent to Full Notice to Proceed) are satisfied or waived (any waiver of any such condition precedent being at the Company's sole discretion), the Company shall issue the Notice to Proceed. (b) If the Company does not issue the Notice to Proceed within three (3) months of the date of issuance of the first Limited Notice to Proceed, it may issue another Limited Notice to Proceed, the scope of which shall be mutually agreed between the Parties and shall be considered part of the Works to be performed by the Contractor under the Contract. The terms set out in Clause 7.1 (Limited Notice to Proceed and LNTP Bond) shall apply, mutatis mutandis, to any such further Limited Notice to Proceed; provided that the issuance of such further Limited Notice to Proceed shall not entitle the Contractor to an extension of time or to an increase in the Contract Price. (c) If the Company does not issue the Notice to Proceed within three (3) months of the first Limited Notice to Proceed and all of the conditions precedent set forth in Exhibit A Annex 1 (Conditions Precedent to Full Notice to Proceed) are satisfied except for the satisfaction or waiver of the conditions precedent to initial funding under the Financing Agreements, the Contractor shall be entitled to an adjustment to the Milestone Dates, the Guaranteed Commercial Operation Date and/or the Guaranteed Completion Date in accordance with Clause 16.1(d)(iv) (Variations); provided however, that the Contractor shall not be entitled to any additional payment or increase in the Contract Price. (d) The Contractor shall commence the Works as soon as reasonably practicable following the issuance of the Notice to Proceed and in any event within seven (7) Days following the effective date of the Notice to Proceed, and shall thereafter proceed with the Works with due expedition and without delay.``

Choose from the following options: [A] contradict [B] entail [C] not found>

A: <Explanation: ``The project clause contradicts the checkpoint. The project clause doesn't provide the requirement that the Commencement Date shall occur on the date after the Financial Closing has occurred.``', The answer is therefore [A]>

Summary: <Summarize here>

Q: <Checkpoint: ``The Financial Closing Date shall have occurred before the Commencement Date``

Project clause: ``"Commencement Date" means the date on which the conditions below have been satisfied or waived in accordance with the following sentence. The below condition (i) may be waived by the Employer under the condition that Contractor has received payment of the milestone defined as payment no. 2 in Schedule 4 (as down-payment, i.e. regardless of the conditions established for milestone no. 2), the below conditions (iii) and (vi) may be waived by the Employer and the below conditions (ii), (iv) and (v) may be waived by the Contractor: (i) Financial Close; (ii) the Contractor has received the down-payment from the Employer in the amount of 5% of the Contract Price as established as payment no.1 in Schedule 4; (iii) not used; (iv) the Employer has given right of access to and possession of, all the Site to the Contractor in accordance with Sub-Clause 2.1; (v) the Employer has delivered the Principal Project Agreement to the Contractor in accordance 1.13.1; and (vi) the Contractor has submitted the Performance Security to the Employer in accordance with Sub-Clause 4.2.`` Choose from the following options: [A] contradict [B] entail [C] not found>

A: <Explanation, the answer is therefore>

Ans	<p>Summary: For the Financial Closing Date to occur before the Commencement Date: The first project clause did not mention the requirement of the Financial Closing Date happening before the Commencement Date.</p> <p>The second project clause defines the Commencement Date as the date on which certain conditions are met or waived. One of these conditions is "Financial Close", which can be waived if the Contractor has received a specific payment.</p> <p>Answer: The project clause entails the checkpoint. The condition "Financial Close" must be satisfied or can be waived if the Contractor receives a certain payment, implying the possibility of the Financial Closing Date to occur before the Commencement Date. The answer is therefore [B].</p>
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