

What Does Mutual Trust and Co-operation Actually Mean?

A Philosophical and Governance Perspective on NEC4 Contract Clause 10.2

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1. INTRODUCTION

KEY POINTS

- Clause 10.2 is widely quoted and rarely practised. Mutual trust and co-operation are not the same as procedural compliance, they represent an ethical and governance commitment that most NEC projects only partially fulfil.
- **Co-operation and collaboration are not interchangeable:** co-operation means 'you do your bit, I'll do mine'; collaboration means 'let us solve this together'. Clause 10.2 demands the latter.
- Construction projects are fundamentally exercises in human coordination, not only engineering. Philosophy and leadership, not contract wording alone, determine whether Clause 10.2 is lived or merely cited.
- Drawing on Locke, Kant and Habermas, this article argues that NEC's collaborative philosophy has deep ethical roots, and that understanding those roots is essential for anyone leading or administering NEC projects.
- **The biggest unresolved challenge:** NEC provides a collaborative framework but no operational governance for Clause 10.2. There are no assessment criteria, no behavioural standards and no clear consequences. Closing this gap is the frontier for NEC implementation.

Construction projects are commonly understood as technical exercises: engineering, programme management, cost control and contractual administration. In reality, major infrastructure delivery is fundamentally an exercise in human coordination, institutional trust and behavioural governance.

That distinction matters enormously within NEC projects.

Across many NEC environments, project teams may formally comply with procedures whilst simultaneously operating through defensive behaviours, organisational silos, blame avoidance and adversarial instincts inherited from traditional contracting cultures. Meetings happen; early warnings are raised; risk registers are updated. And yet genuine collaboration, the kind Clause 10.2 demands, remains absent. Parties co-exist rather than collaborate.

This raises the question at the heart of this article: **what does 'mutual trust and co-operation' actually mean?** Not merely as contractual wording, but as a human and professional commitment that must be lived every day on a project?

The answer cannot be found in contract clauses or project management manuals. It is philosophical, behavioural and organisational in nature. This article therefore explores Clause 10.2 through the lenses of philosophy, leadership, governance and real project

experience, because all four dimensions are necessary to understand what the clause genuinely demands.

This is the fourth in a developing series of articles by the authors exploring NEC4 collaboration, governance and behavioural transformation. The first article, 'Embracing the NEC Spirit: Aligning HK Practices for Collaborative Success' (NEC Newsletter 139, September 2025), examined how industry practice has in some areas drifted from NEC's original collaborative intent. The second, 'NEC4 Clause 10.2: A Practical and Philosophical Approach', began integrating operational NEC experience with broader philosophical analysis. The third, 'Beyond Contracts: NEC Collaboration and the Philosophical Transformation of Cross-Boundary Governance in the Greater Bay Area', was published and presented as part of the Closing Remarks session at the 12th Guangdong–Hong Kong–Macau Greater Bay Area Sustainable Development Conference. That paper explored how NEC may potentially serve not merely as a contractual framework, but as a vehicle for cultural and governance transformation by aligning contractual structures with ethical purpose, whilst also offering a possible pathway for deeper collaboration and coordinated development between Hong Kong and Mainland China. This article develops those themes further by examining not only what Clause 10.2 means philosophically, but why it so often proves difficult to operationalise consistently in practice — and what may ultimately be required to govern it meaningfully.

2. The Collaboration Problem: Co-existing vs Collaborating

One of the most important, and underappreciated, distinctions in NEC practice is the difference between three concepts that are routinely conflated:

Co-existence: parties operate on the same project without genuine communication, sharing only what procedure requires.

Co-operation: 'You do your bit, I'll do mine.' Parties fulfil their respective obligations but do not share ownership of problems or outcomes.

Collaboration: 'Let us solve this together.' Parties share ownership of challenges, communicate openly under pressure, and prioritise project outcomes over organisational protection.

Clause 10.2 is not asking for co-operation. It is demanding collaboration. And collaboration — genuine, sustained, behavioural collaboration — is far harder to achieve.

Are we truly collaborating, or just co-existing? That question deserves to be asked honestly on every NEC project.

A simple test: when a problem arises on site, what is the instinctive response? If the answer is 'not my responsibility' or 'that's a Contractor issue', the collaboration test has already been failed, regardless of what the contract says.

This is perhaps the central contradiction of NEC implementation. Many organisations adopt NEC procedures while unconsciously continuing to operate through behavioural patterns inherited from traditional contracting cultures: protecting organisational positions, controlling

information flows, using procedures defensively, and treating commercial advantage as more important than shared success.

In such environments, NEC becomes a procedural framework administered through an adversarial culture. Compliance exists; collaboration does not.

A collaborative contract administered through adversarial behaviour will, over time, become adversarial in practice. Conversely, teams that genuinely embrace collaborative behaviours can achieve outstanding outcomes even within less sophisticated contractual frameworks. The contract provides the platform. Culture and leadership determine the outcome.

3. What Philosophy Teaches Us About Clause 10.2

These thinkers were grappling with questions that remain live today. Locke wrote in the seventeenth century; Kant in the eighteenth; Habermas in the twentieth. None of them had NEC in mind. And yet each of them, in their own way, was addressing precisely the question that Clause 10.2 asks: what does it mean for human beings to work together justly, with mutual respect, in pursuit of a common purpose?

NEC4 Clause 10.2 states simply: 'The Parties, the Project Manager and the Supervisor act in a spirit of mutual trust and co-operation.' Clause 10.1 requires those same participants to 'act as stated in this contract.' Clause 11.2(13) then provides the structural foundation: 'The Parties are the Client and the Contractor.' Together, these short provisions encode an entire philosophy of human relationship, governance and collaborative behaviour. Clause 10.1 establishes procedural legitimacy — the Lockean requirement that governance operates through consistent, agreed rules. Clause 10.2 establishes ethical and behavioural legitimacy — the Kantian and Habermasian demand for dignity, reciprocity and genuine dialogue. And Clause 11.2(13) does something still more fundamental: it redefines the ontology of the contractual relationship itself, transforming adversaries into partners in a shared enterprise. The philosophers below did not write these clauses. But they wrote much of what explains why these clauses matter.

3.1 Locke: Governance Through Agreed Rules and Consistent Fairness

John Locke (1632–1704) argued that legitimate governance depends upon consent, procedural fairness and transparent rules. In his *Second Treatise of Government*, Locke maintained that individuals, guided by reason and natural law, can cooperate peacefully when they recognise one another's rights and enter agreements voluntarily, on the basis of mutual benefit.

This perspective maps directly onto NEC. The contract's emphasis upon early warnings, risk registers, programme transparency and defined communication timelines creates procedural visibility. It reduces distrust by making obligations clear and predictable. In a Lockean sense, NEC attempts to build governance systems within which collaborative behaviour becomes rational rather than heroic.

However, Locke also recognised that governance becomes ineffective when those administering the system exercise authority inconsistently or arbitrarily. This is perhaps the most practically relevant Lockean insight for NEC.

Where Project Managers apply procedures selectively, where Clients use Z clauses to extend control beyond reasonable limits, where risk registers become paper-covering exercises rather than genuine collaborative tools — trust deteriorates rapidly. Parties may continue to comply procedurally whilst violating the spirit of collaboration. The mechanism exists; the governance discipline does not.

'Whensoever the legislative shall transgress this fundamental rule of society ... by this breach of trust they forfeit the power the people had put into their hands for quite contrary ends.' — Locke, *Second Treatise of Government*. Replace 'legislative' with 'Project Manager' and the point is immediate: authority exercised for ends contrary to the trust that conferred it does not merely violate the spirit of collaboration — it forfeits the legitimacy of that authority altogether.

3.2 Kant: Dignity, Duty and the Moral Obligation to Collaborate

Immanuel Kant (1724–1804) argued, most famously through his Formula of Humanity, that individuals must always treat others 'as an end and never merely as a means'. In contractual terms, this forbids using procedural mechanisms instrumentally: withholding early warnings for commercial advantage, gaming compensation event submissions, deploying administrative processes to protect position rather than resolve problems.

Under Kantian ethics, Clause 10.2 is not a tactical provision. It is a moral commitment. Every time a party uses NEC's collaborative mechanisms defensively, as tools of risk transfer rather than problem-solving, they treat their contractual partners as instruments rather than as partners with legitimate interests and professional dignity.

Kant's contribution also explains why many NEC project failures are fundamentally failures of culture rather than contractual design. Projects fail not because the contract is wrong but because commercial pressures, organisational incentives and inherited behaviours override the collaborative principles the contract seeks to embed.

This is where leadership becomes critical. Kant's ethics demand that leaders — Project Managers, Clients, Contractors — create environments where individuals feel sufficiently respected and psychologically safe to raise concerns honestly, identify risks early and participate in difficult conversations without fear of organisational retaliation.

Psychological safety is not a soft concept. It is the operational precondition for Clause 10.2. Without it, early warnings become strategic rather than genuine, communication becomes protective rather than transparent, and collaboration becomes performative rather than real.

'Act only according to that maxim by which you can at the same time will that it should become a universal law.' — Kant, *Groundwork of the Metaphysics of Morals*. If every party on every NEC project behaved as yours does today, what kind of industry would we have?

3.3 Habermas: Communication Quality and Communicative Legitimacy

Jürgen Habermas advanced a theory of communicative rationality: that legitimate decisions in social systems emerge through genuine dialogue among free and equal participants, not through authority, hierarchy or strategic manipulation.

NEC's procedural architecture — early warnings, risk reduction meetings, compensation event discussions, programme reviews — is precisely this: an institutionalised system of dialogue. These mechanisms are not merely administrative tools. They are structured opportunities for parties to surface issues, exchange perspectives and reach shared conclusions through reason rather than power.

However, Habermas reminds us that communication does not automatically create collaboration. Meetings may remain transactional, politically constrained or procedurally superficial. A project team may hold regular meetings whilst still lacking genuine dialogue.

The distinction is critical for NEC practice. Communication exists in form; communicative legitimacy requires that participants genuinely believe their contributions can influence outcomes, that concerns will be heard fairly, that information is not being strategically managed, and that dialogue is conducted with honesty and professional respect.

Where this exists, NEC's collaborative mechanisms work. Where it does not, they become empty procedure, the appearance of collaboration without its substance.

'Communicative action can be understood as a circular process in which the actor is two things simultaneously: an initiator who masters situations through actions for which he is accountable, and a product of the traditions surrounding him.' — Habermas, *Moral Consciousness and Communicative Action*. Every NEC meeting is a choice: perform the ritual, or genuinely communicate.

3.4 Hume: Trust as Rational Reciprocity

David Hume (1711–1776), the Scottish philosopher of human nature, brings a further dimension. Hume argued that trust is not blind: it is rational. We co-operate with others because we anticipate that they will co-operate in return, and because repeated co-operation creates the conditions for mutual benefit over time.

This insight is practically significant. Clause 10.2 is sometimes criticised as aspirational or unenforceable. Hume would push back: mutual trust is not naivety, it is a rational strategy. Parties who act in accordance with Clause 10.2 — who are transparent, who share risk information, who engage fairly with compensation events — build reputations that open doors to future work, better relationships and more efficient delivery. The long-term benefit of being trustworthy is not philosophical abstraction; it is commercial reality.

Hume also helps explain why trust breaks down. When one party defects from co-operative norms, the other parties rationally respond by becoming more guarded. A single significant breach — an early warning dishonestly withheld, a compensation event manipulated — can destroy the collaborative environment that took months to build. This is why Clause 10.2 must be understood not as a switch to be turned on at contract signing, but as a discipline to be maintained consistently throughout the project lifecycle.

'The rules of morality are not conclusions of our reason.' — Hume, *A Treatise of Human Nature*. Hume is right: trust is not a contractual logic. It is a sentiment, formed through habit and repeated experience of fair dealing. Clause 10.2 cannot be reasoned into existence. It has to be felt — and that feeling is built one fair decision at a time.

3.5 Arendt: Power Through Shared Action

Hannah Arendt (1906–1975), the philosopher of politics and power, offers a final illuminating perspective. Arendt distinguished between power and violence: true power, she argued, emerges not from domination but from concerted action, from people acting together in pursuit of shared goals. Violence, by contrast, is the imposition of one party's will on another by force or coercion. Violence produces compliance; power produces collective action. And crucially, Arendt observed that power dissolves the moment people stop acting together, it cannot be stored, reserved or commanded into existence.

This distinction maps directly onto NEC. A Client or Project Manager who exercises authority through control, through rigid interpretation of the contract, through withholding decision-making authority, through imposing rather than inviting, generates force, not power. The project complies but does not flourish. A project team that genuinely co-operates, sharing agency and shaping outcomes together, generates the kind of power Arendt describes: emergent, collaborative, and vastly more effective than any individual command.

Clause 10.2, read through Arendt's lens, is not merely a governance clause. It is an invitation to exercise genuine power, the power that only comes from acting together, not from acting alone.

'Power is actualised only where word and deed have not parted company, where words are not empty and deeds not brutal, where words are not used to veil intentions but to disclose realities, and deeds are not used to violate and destroy but to establish relations and create new realities.' — Arendt, *The Human Condition* (p. 200). *In a project where people say one thing and do another — where early warnings are raised strategically, where risk registers are maintained for record rather than for resolution — there is no real power. Only the appearance of authority.*

3.6 Clause 11.2(13): The Structural Foundation of Mutual Trust

Philosophy explains the ethical case for Clause 10.2. But philosophy alone cannot compel institutional behaviour. For that, structural design is required — and NEC provides it, in a clause that is rarely given sufficient attention: Clause 11.2(13).

Clause 11.2(13) defines 'the Parties' as the Client and the Contractor together. This is not a minor drafting convention. It is a fundamental redefinition of the contractual relationship. Under traditional forms of contract, the parties are adversaries: the employer on one side, the Contractor on the other, with authority and risk allocated accordingly. Clause 11.2(13) rejects this architecture entirely. The Client and Contractor are not opposing sides — they are, contractually and structurally, one entity with shared obligations.

The significance of this for Clause 10.2 cannot be overstated. The obligation to act in a spirit of mutual trust and co-operation does not sit alongside an adversarial contract structure — it sits within a contract that has already, structurally, unified the parties. Clause 11.2(13) is, in this sense, the institutional precondition for Clause 10.2. Clause 10.1 then provides the procedural discipline through which that collaborative relationship must operate consistently in practice. Without it, mutual trust is a behavioural aspiration layered onto an adversarial framework. With it, mutual trust becomes the logical expression of a relationship that the contract has already defined as collaborative.

The inclusion of the Project Manager and Supervisor within the Clause 10.2 obligation deepens this further. The Project Manager is not merely an agent of the Client — they are an administrator of a unified relationship, with obligations of fairness and impartiality that run to both Parties. Where a Project Manager acts solely as a Client representative, deploying authority to protect the Client's position at the Contractor's expense, they are not merely failing a behavioural standard. They are operating outside the structural logic of the contract itself.

The simple definition 'The Parties are the Client and the Contractor' change everything. NEC4 Clause 11.2(13) does not merely define a term. It redefines the relationship. What follows, in Clause 10.2, is not a request for goodwill. It is the ethical expression of a partnership the contract has already made.

This also has direct implications for governance. If Clauses 10.2 and 11.2(13) together define a collaborative institutional relationship, then any governance framework built around Clause 10.2 must assess not only individual behaviours but relational dynamics: whether the Parties are, in practice, operating as partners or as adversaries; whether the Project Manager is facilitating shared decision-making or imposing unilateral authority; and whether the overall project relationship reflects the unity that Clause 11.2(13) structurally prescribes.

4. From Philosophy to Practice: What These Thinkers Demand of NEC Practitioners

These five philosophical perspectives are not merely academic. They translate directly into practical expectations of NEC contract administration. Understanding what Locke, Kant, Habermas, Hume and Arendt demand of project participants is, ultimately, understanding what Clause 10.2 demands.

4.1 What 'Mutual Trust' Requires in Practice

- **Transparency in information sharing** — not selective disclosure, but honest and timely communication of risks, progress and concerns.
- **Consistency of conduct** — trust is built through repeated fair dealing, not isolated acts of goodwill. A Project Manager who is fair once but manipulative twice has not earned trust.
- **Restraint in the exercise of contractual rights** — the right to instruct, to certify, to assess, should be exercised fairly and with genuine regard for the other party's legitimate interests.
- **Recognition of dignity** — the Kantian obligation to treat counterparts as rational agents deserving of respect, not merely as risk-holders to be managed.

4.2 What 'Co-operation' Requires in Practice

- **Active participation in NEC's collaborative mechanisms** — early warnings must be genuine, not performative; risk register entries must be honestly maintained, not used as paper-covering exercises.
- **Joint ownership of problems** — when issues arise, the question is not 'whose fault is it?' but 'how do we resolve it?' This is the distinction between mere co-operation and genuine collaboration.

- **Proactive communication** — co-operation under Habermas’s communicative rationality requires going beyond what the contract explicitly requires when the project’s interests demand it.
- **Reciprocity** — co-operation cannot be one-sided. Each party’s willingness to co-operate is contingent, in part, on the other parties’ demonstrated willingness to do the same. Building and maintaining that reciprocity is a shared responsibility.

5. Leadership: The Bridge Between Philosophy and Practice

Philosophy explains why Clause 10.2 matters. Leadership determines whether it is lived.

This is perhaps the most important practical insight from years of NEC project experience: NEC collaboration does not emerge automatically from contractual wording. It depends overwhelmingly upon whether project leaders, at every level, genuinely choose to live its spirit.

In practice, project teams pay close attention to leadership behaviour. They observe how leaders respond during adversity. They notice whether fairness is consistent or selective. They register whether concerns raised openly are met with genuine engagement or defensive deflection. Trust is built, or destroyed, through accumulated patterns of behaviour over the life of a project.

The leadership qualities that make NEC collaboration real include:

- **Listening before commanding:** meaningful progress on NEC projects consistently begins when leaders listen genuinely to project challenges before imposing solutions.
- **Fostering psychological safety:** great NEC leaders create environments where people feel safe to raise concerns, identify risks and admit uncertainties without fear of blame.
- **Earning trust through fairness:** fairness during difficult moments — in compensation event assessments, in programme disputes, in risk allocation — builds the relational trust that sustains collaboration.
- **Consistency:** practising NEC’s collaborative spirit every day, not only at kick-off meetings or workshops.
- **Courage:** challenging inherited adversarial habits and openly prioritising collaborative problem-solving even when commercial pressures push in the opposite direction.

A vital distinction follows: culture trumps contracts. A project can follow every clause procedurally, but if the project culture is broken — if defensiveness, blame and information control dominate — the contract will not save it. Conversely, when leadership creates genuine psychological safety and behavioural integrity, collaboration becomes self-sustaining. The NEC spirit becomes the team’s default, not its exception.

This also explains why some NEC projects succeed spectacularly whilst others revert to adversarial behaviour despite operating under identical contractual frameworks. The difference is almost never the contract. It is leadership and culture.

NEC succeeds not because of what is written in the contract. It succeeds because leaders choose to live its spirit.

6. The Missing Governance Layer: Clause 10.2's Unresolved Frontier

Perhaps the most important and underexplored dimension of Clause 10.2 is not philosophical at all. It is a governance problem.

Despite being one of NEC's most fundamental provisions, Clause 10.2 currently operates without any governance infrastructure:

- There is no definition of what 'mutual trust and co-operation' requires behaviourally.
- There are no assessment criteria for evaluating whether collaboration is genuine or merely performative.
- There is no guidance on what constitutes a breach of Clause 10.2.
- There are no operational consequences for persistent non-collaborative conduct.
- There is no framework for measuring project collaboration health.

This governance gap creates several significant practical difficulties. How should compliance with Clause 10.2 actually be assessed during the course of a project? Who determines whether parties are genuinely acting collaboratively, particularly where behaviours may be procedurally compliant yet operationally adversarial? In practice, tensions may also arise where a Project Manager or institutional leadership adopts a defensive or controlling approach, while other parties may in fact be acting more collaboratively in the interests of project delivery. Under such circumstances, NEC currently provides limited guidance regarding how collaborative conduct should be evaluated, how behavioural imbalance should be identified, or what meaningful consequences should arise where persistent non-collaborative behaviour undermines the spirit of mutual trust and co-operation despite no clear individual contractual breach being identifiable.

These questions arise regularly in NEC practice. Yet the industry lacks consistent frameworks to address them.

The challenge is no longer whether collaboration is desirable. The challenge is whether collaboration can be governed.

This is arguably the most important intellectual frontier for NEC implementation. Locke, Kant and Habermas all offer foundational principles for what such governance should look like. Locke tells us it requires fairness and procedural consistency. Kant tells us it requires respect for human dignity and professional integrity. Habermas tells us it requires genuine communicative dialogue, not performative process.

Translating these philosophical principles into operational governance tools is the next step. Such tools might include:

- **Behavioural indicators:** observable markers of collaborative or non-collaborative conduct that can be identified and discussed within project governance structures.

- **Project health assessments:** periodic structured reviews of communication quality, trust levels, psychological safety and leadership behaviour.
- **Collaborative governance frameworks:** formal processes for raising and addressing concerns about the spirit of Clause 10.2, distinct from technical contractual disputes.
- **Dispute avoidance mechanisms:** proactive engagement processes that address emerging behavioural tensions before they crystallise into formal disputes.
- **Leadership accountability:** explicit expectations for how Project Managers and senior leaders are assessed against Clause 10.2, not only for their technical contract administration.

This is not a counsel of despair. The foundations for a governance framework already exist. They simply need to be assembled deliberately.

6.1 What a Governance Framework for Clause 10.2 Should Look Like

The three philosophical traditions reviewed in this article — Lockean procedural fairness, Kantian ethics of dignity, and Habermasian communicative rationality — together suggest what a governance framework for Clause 10.2 must contain. It is not sufficient to say that governance is needed. The next step is to begin specifying what it looks like.

First: definition. Any governance framework must begin by defining what mutual trust and co-operation actually require in observable, behavioural terms. The philosophical analysis in this article offers a starting point: transparency, dignity, reciprocity, genuine dialogue, joint ownership of problems. These are not vague aspirations. They are identifiable behaviours that can be observed, described and assessed. A governance framework should translate them into clear behavioural standards, specific enough to guide conduct and evaluate compliance.

Second: assessment. Governance without measurement is aspiration. A framework for Clause 10.2 should incorporate periodic collaborative health assessments: structured reviews that evaluate, at defined project milestones, the quality of communication, the genuineness of early warning practice, the fairness of compensation event administration, the openness of risk management, and the psychological safety of the project environment. These reviews need not be adversarial — they can be facilitated, structured as honest conversations rather than audits, and used proactively to identify behavioural tensions before they crystallise into disputes.

Third: accountability. The Project Manager sits at the centre of Clause 10.2 governance. Their obligations under the clause — reinforced by Clause 11.2(13)'s structural definition of the unified relationship — demand impartiality, fairness and genuine facilitation. A governance framework should make Project Manager accountability explicit: not merely for technical contract administration, but for the quality of the collaborative environment they create and sustain. Performance assessment for Project Managers should include behavioural indicators alongside traditional programme and cost metrics.

Fourth: consequence. A governance framework without consequence is symbolic. Where persistent non-collaborative conduct is identified, where a party is found to be repeatedly failing the behavioural standards expected under Clause 10.2, there must be a defined

process for addressing it. UK case law developments around good faith and collaborative obligations in commercial contracts offer useful precedent. The industry should consider whether NEC's dispute avoidance mechanisms can be extended to address Clause 10.2 behavioural failures, and what remedies, whether facilitation, escalation, or formal adjudication, are appropriate where the spirit of the clause is persistently violated.

Fifth: promotion. Governance is not only about control. It is also about creating conditions in which the desired behaviour is actively encouraged and rewarded. A governance framework for Clause 10.2 should include positive incentives: procurement criteria that reward demonstrated collaborative performance; recognition of teams and leaders who genuinely embed the collaborative spirit; and structured education programmes that equip project participants at every level, not only senior managers, with the skills and mindset to collaborate effectively.

6.2 From Aspiration to Architecture

The governance direction outlined here is not radical. Elements already exist, in different forms, across NEC's procedural toolkit, in UK public sector collaborative frameworks, and in the emerging literature on project health and alliance contracting. What is lacking is not the component parts but the architecture that connects them — a coherent, NEC-specific governance framework that gives Clause 10.2 the operational infrastructure it currently lacks.

Developing that architecture is the next frontier for NEC scholarship and practice. It requires collaboration between NEC's drafters, practitioners, professional institutions, Clients and Contractors, the very collaborative spirit that Clause 10.2 demands of projects, applied to the governance system itself.

The philosophical tradition reviewed in this article provides the conceptual foundation. What is now needed is the practical architecture to build upon it — and the collective will to do so.

7. A Broader Reflection: East, West and the Universal Need for Trust

One further dimension deserves brief acknowledgement, particularly for those working across cross-boundary environments such as the Greater Bay Area or international joint ventures.

The philosophical tradition explored in this article is primarily Western in origin. Yet the values it identifies — trust, fairness, reciprocity, respect for human dignity and the legitimacy of reasoned dialogue — are not culturally exclusive. Eastern governance traditions, with their emphasis upon relational harmony, collective responsibility and the importance of long-term relationships built on mutual respect, resonate profoundly with NEC's collaborative philosophy.

This is significant for NEC implementation in cross-boundary environments. The values embedded in Clause 10.2 are not foreign impositions. They reflect principles that appear, in different forms, across governance traditions around the world. The challenge is not cultural

incompatibility. The challenge is institutional design: creating environments in which those principles can operate consistently, regardless of where the project sits.

NEC, in this sense, offers something valuable beyond any single legal system or cultural tradition. It provides a shared language of collaboration — one built on values that are, ultimately, universal.

8. Conclusion: From a Clause to a Culture

Clause 10.2 is among the most important and least fully understood provisions in NEC. A single short sentence, ‘act in a spirit of mutual trust and co-operation’, carries the entire moral weight of NEC’s collaborative philosophy. Yet that sentence is routinely quoted and rarely lived.

This article has argued that understanding Clause 10.2 requires more than contractual analysis. It requires philosophy, because the clause’s ethical foundations run deep. It requires leadership insight, because collaboration is ultimately a behavioural and cultural achievement, not a procedural one. It requires governance thinking, because the clause currently lacks the operational infrastructure to make it consistently real.

Three things are needed if NEC is to realise the full potential of Clause 10.2:

- **Leadership that chooses to live the spirit**, not merely cite it — leaders who create psychological safety, model fairness under pressure, and sustain collaborative behaviour consistently across the project lifecycle.
- **Culture that is deliberately built**, not assumed — because culture trumps contracts, and a procedurally compliant but behaviourally fragmented project will always underperform.
- **Governance that makes Clause 10.2 operational**, not aspirational — through behavioural indicators, collaborative health assessments, and accountability mechanisms that give the clause genuine force.

NEC is not simply attempting to change contracts. It is attempting to change behaviour. And that is, perhaps, the greatest challenge of all — and the most important one.

Locke, Kant and Habermas each, in their own ways, recognised that genuine collaboration between human beings depends upon more than rules. It depends upon consent, dignity, dialogue and the moral commitment to treat others as partners rather than instruments. These are not abstract ideals. They are the practical conditions without which Clause 10.2 remains words on a page.

NEC succeeds not because of what is written in the contract — but because leaders choose to live its spirit.

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