



Paris, 25-26 June 2013 | Co-organized by ICC and FIDIC

# INTERNATIONAL CONSTRUCTION CONTRACTS AND THE RESOLUTION OF DISPUTES

Under the auspices of the ICC International Court of Arbitration®

**Dates:** 25-26 June 2013

**Venue:** Marriott Champs Elysées  
70 avenue Champs Elysées, 75008 Paris

## EARN

14 CLE credits

11.5 MCLE credits

11.5 CPD hours\*

11.5 CNB hours\*

## Objective

Internationally renowned engineers, construction arbitration specialists and in-house lawyers of leading companies in the field will share their practical experience and knowledge on the FIDIC contracts and the related procedures for claims and disputes, Dispute Boards and ICC Arbitration in construction cases.

- Discover the new ICC 2012 provisions on the Emergency Arbitrator and how to use them in your construction disputes.
- Come and discuss topical issues such as multi-party/multi-contract situations notably with subcontractors or the particularities of construction disputes involving States.
- Learn firsthand the challenges that are raised by different cultural approaches to the allocation of damages in Common Law and Civil Law jurisdictions and how they can influence the decisions of arbitral tribunals depending on their legal background.

This is your chance to get a comprehensive insight into how both institutions respond to the needs of the international construction industry in dispute resolution matters.

Don't miss this outstanding opportunity to engage in interactive debates with some of the world's leading construction practitioners and to join a platform gathering actors of construction dispute resolution from all around the world. Sessions will be held in English.

## Who should attend?

Any practitioner involved in international construction contracts and disputes: engineers, contractors, in-house lawyers from construction companies and construction lawyers, arbitrators and mediators, experts, contract managers and financial institutions.

## Media partner



**ICC International Court of Arbitration** is the leading body in international commercial arbitration. Founded to resolve business disputes of an international character, its strict impartiality and effectiveness are recognized everywhere. Countless business contracts, including many where one party is a government body, now refer to the ICC Rules of Arbitration. In 2011 the number of cases involving construction contracts represented almost 18,5%. <http://www.iccarbitration.org/>

**FIDIC** is the French acronym for the International Federation of Consulting Engineers. It was founded in 1913 to promote the professional interests of member associations and to disseminate information of interest to members of its constituent national associations. FIDIC membership represents more than 80 countries and most of the practising consulting engineers in the world. <http://www.fidic.org/>

*\*approval for these credits has been requested*





# PROGRAMME

## Tuesday 25 June 2013

### Morning

9am – 12:30pm

#### **FIDIC contracts - Claims and disputes under international construction contracts**

##### **The use of FIDIC contracts worldwide**

- The growing influence of FIDIC suites of contracts in establishing world-class industry standards
- How FIDIC is responding to the needs of the international construction industry
- How FIDIC's major works contracts are being used worldwide
- Emerging regions and hot spots of FIDIC usage
- How FIDIC can support businesses to expand globally

##### **Presentation and analysis of FIDIC contracts**

- Who uses these contracts and why?
- Comparative advantages of FIDIC in relation to other forms of contract
- Recent developments of the rainbow collection of FIDIC contracts: Green, Red, Yellow and Silver Books
- Risk allocation and business processes for the FIDIC suite

##### **Pursuing claims under FIDIC Contracts**

This session will explore and analyse best practice in presenting and pursuing a claim under a FIDIC Contract with a particular focus in areas such as:

- Time bars
- Documentation and compliance with applicable laws
- Effect of delay damages on an extension of time
- Effect of works not being ready for testing
- Considerations concerning removal of items from the site

12:30pm - 2pm

*Lunch*

### Afternoon

2pm – 5:30pm

#### **Dispute Boards**

##### **Dispute Boards (DBs): developments and challenges**

- What are DBs? What are they used for?
- Difference between DABs and DRBs, practical issues and difficulties
- Advantages and disadvantages of DABs?
- FIDIC's "standing" DAB versus an "ad hoc" DAB
- Similarities and differences between the FIDIC and the ICC Dispute Board Rules
- What is the prospect of enforcement of the DAB's decisions by State courts and arbitral tribunals?

##### **Dispute Boards – Practical Examples**

- The role of DBs for dispute avoidance and early dispute de-escalation
- How can DBs be successfully implemented and used in multi-party cases?

##### **DB members' training needs: the rising need of legal training**

5:30pm

*Cocktail reception*

## Wednesday 26 June 2013

### Morning

9am – 12:30pm

#### **ICC arbitration in construction matters**

##### **Construction disputes and construction arbitration: is there anything special about them?**

This session will focus on the particularities of construction disputes and construction arbitration.

- Procedure and evidence
- Jurisdiction and merits

##### **Multi-party and multi-contract issues in construction arbitration. A focus on subcontracting**

- Issues raised by multi-party/multi-contracts arbitrations
- The new 2012 ICC provisions on joinder, multiple parties, multiple contracts and consolidation
- The FIDIC Subcontract for Construction provisions relating to the settlement of multi-party (employer – contractor – subcontractor) disputes

##### **The particularities of resolving construction disputes involving States**

- What are the particularities of construction cases involving state parties
- Conclusions drawn from the ICC Arbitration Commission Report on "States, State entities and ICC Arbitration"
- How to enforce arbitral awards in construction cases against a State (when, for instance, the employer is a State entity in a construction dispute?)
- Using bilateral investment treaties to enforce arbitral awards in construction disputes
- Mediation as a viable alternative to litigating or arbitrating the case: settling construction disputes through mediation. How can it work when states are involved?

12:30pm - 2pm

*Lunch*

### Afternoon

2pm – 5.20pm

##### **Conservatory and interim measures in construction disputes - The ICC Emergency Arbitrator provisions**

- Conservatory and interim measures taken during the course of an arbitration procedure; competence to decide; power to decide and nature of the measures; legal value and enforceability
- Presentation of the new 2012 ICC Emergency arbitrator provisions and how they can be used in construction disputes

##### **The evaluation of damages in international construction arbitration**

Cultural peculiarities in the allocation of damages: Common Law v. Civil Law. A focus on the different approaches to:

- The determination of causation
- The treatment of concurrent delays and the related difficulties for the parties
- The calculation of delay and disruption damages (in general and problems related to the calculation of interests and head office overheads)

##### **Questions and Answers**

##### **Concluding remarks**



## SPEAKERS

### Chairs

**John Beechey**, President, ICC International Court of Arbitration, Paris

**Christopher R. Seppälä**, Partner, White & Case LLP, France; Vice-President Emeritus, ICC International Court of Arbitration; Associate Member, ICC Institute of World Business Law; Special Advisor to FIDIC Contracts Committee

### Speakers

**François Baillon**, FIDIC Commercial Director, Geneva

**Isabelle Balestra\***, Head of Legal Department, VINCI Construction Grands Projets, France

**Sébastien Besson**, Partner, Python & Peter, Switzerland

**Michael W. Bühler**, Partner, Jones Day, France; Former Co-Chair, ICC Task Force of the 2012 ICC Rules of Arbitration

**Peter Chapman**, Chartered Civil Engineer, Construction Lawyer, Arbitrator, Adjudicator, Mediator and Expert, United Kingdom

**Cyril Chern**, Barrister, Crown Office Chambers, England, Chartered Arbitrator, Chartered Architect, Accredited Adjudicator, Accredited Mediator

**Bernardo Cremades**, Senior Partner, B. Cremades Y Asociados, Spain; Council Member, ICC Institute of World Business Law

**Antonio Crivellaro**, Of Counsel, Bonelli Erede Pappalardo, Italy; Council Member, ICC Institute of World Business Law

**Siobhan Fahey**, Chartered Engineer & Chartered Arbitrator; Member, FIDIC Subcontract Task Group, Ireland

**Frédéric Gillion\***, Partner, Pinsent Masons LLP, United Kingdom

**Leo Grutters**, Gibconsult GMBH, Civil Engineer, FIDIC Adjudicator, Dispute Board Specialist, Member of FIDIC President's list, Germany

**Vera Van Houtte\***, Partner, Stibbe, Belgium; Vice-President, ICC International Court of Arbitration

**Helmut Köntges\***, Engineer, Adjudicator, Former Contract Management, International Projects, Hochtief, Germany

**Nabeel Khokhar\***, Head of International Construction Legal Services, Strabag AG, Germany

**Vladimir V. Khvalei**, Vice-President of the ICC International Court of Arbitration, Partner, Baker & McKenzie, Russia

**Cecilia Misu**, Head of Project Task Force, E F ES PM CM ERL, Siemens AG, Energy Sector, Germany

**Aisha Nadar**, Nadar Consulting, United Kingdom; Member, FIDIC Updates Task Group

**James Perry**, Civil Engineer, Attorney at Law, Partner, PS Consulting, France, FIDIC President's list of approved Dispute Adjudicators

**Vivian Ramsey**, High Court Judge and Head of the Technology and Construction Court, United Kingdom

**David Reed**, Partner, Arnold & Porter LLP, United Kingdom

**Eduardo Silva-Romero**, Partner, Dechert, France; Former Deputy Secretary General, ICC International Court of Arbitration

### ICC Representatives

**Andrea Carlevaris**, Secretary General, ICC International Court of Arbitration and Director of Dispute Resolution Services of the ICC, Paris

**Hannah Tümpel**, Manager of the ICC International Centre for ADR, ICC, Paris

*\* invited*

**Don't miss the pre-conference workshop on FIDIC contracts on 24 June 2013!**



FIDIC contract experts will take you through the entire rainbow book collection and explain in detail the specificities and purposes of each form. Receive an update on the use, sale, translation, licensing and recent developments of FIDIC contracts worldwide and discuss work in progress and future developments.

For more information and registration visit [www.fidic.org](http://www.fidic.org)



## LOGISTICAL NOTE

### Registration fees

The registration fee includes all conference documentation, coffee breaks, lunches and cocktail reception.

#### Until 15 April 2013: "Early bird special"

- ☐ ICC members: **€999\*** (€1,194.80)  
☐ Non-members: **€1,365\*** (€1,632.54)

#### After 15 April 2013: "Early bird special"

- ☐ ICC members: **€1,275\*** (€1,524.90)  
☐ Non-members: **€1,475\*** (€1,764.10)

*\* Excl. VAT 19.6%. As of 2011, ICC Services must set its prices to include the VAT pursuant to Article 53 of the European Directive 2006-112CE. Please note that you can request a reimbursement of the VAT through your local tax administration (if you are not a member of the EU, you must obtain a French tax representative in order to receive the VAT reimbursement).*

### How to register

**Easier and faster, register online** (secured payment by credit card) at **www.iccevents.org**

Alternatively, complete and return the registration form indicating method of payment to:

**E-mail:** events@iccwbo.org

**Tel:** +33 1 49 53 28 67

**Fax:** +33 1 49 53 30 30

**Post:** ICC Services, Training and Conferences Department, 38, Cours Albert 1er, 75008 Paris, France

Registration will be confirmed upon receipt of the registration form and registration fees.

To benefit from early bird rates, please note that ICC Services must receive the payment before the deadline.

### Travel and accommodation

Participants are responsible for making their own travel arrangements and hotel reservations. A **list of hotels** in Paris, situated near to the venue, will be sent to you upon receipt of the registration form.

We are able to dispatch **visa invitation letters** to support your visa application only after receipt of your registration form and full payment of your registration fees.

### Working language

English.

### Credits and hours

ICC Training and Conferences is eligible for CLE credit under **New York's** approved jurisdiction procedures, is a State Bar of **California** approved MCLE provider and is a Solicitors Regulation Authority and General Council of the Bar of **England and Wales** External CPD Course Provider. **French Bars:** This training has been sent for CNB approval. Lawyers practising in France may apply for reimbursement from the FIFPL (Fonds Interprofessionnel de Formation des Professionnels Libéraux), subject to terms and conditions.

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50% of the registration fee will be refunded if notice of cancellation is received in writing **before Friday 24 May 2013**. Cancellations after this date are not refundable. Subject to agreement from ICC Training and Conferences prior to the event, the registration may be transferred to another person from the same company or organization at no extra charge. Updated registration information will be required.

Please note that ICC Services reserves the right to cancel this event or to make minor alterations to the content and timing of the programme or to the identity of the speakers. In the unlikely event of cancellation, delegates will be offered a full refund. ICC Services will not, however, be held responsible for any related expense incurred by the participant.

### Partnership opportunities

This event offers you an unrivalled opportunity to build worldwide partnerships. Partnering will get you visibility with the major decision makers in global business and/or within the international arbitration network. For further information, please contact Ms Rodriguez at: **luz.rodriguez@iccwbo.org**



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## REGISTRATION FORM S 1305

**Dates** Tuesday 25 - Wednesday 26 June 2013  
**Venue** Marriott Champs Elysées  
70 avenue Champs Elysées  
75008 Paris

Register online\*  
**www.iccevents.org**  
\*Secured payment by credit card

or complete and return to  
**events@iccwbo.org**  
**Fax: +33 (0)1 49 53 30 30**

### Participant information

(Please print or type)

Title (Mr/Dr/Mrs/etc.) \_\_\_\_\_  
Family name \_\_\_\_\_ First/given name \_\_\_\_\_  
Position \_\_\_\_\_  
Company \_\_\_\_\_  
Address \_\_\_\_\_  
City/state \_\_\_\_\_ CEP/postal code \_\_\_\_\_  
Country \_\_\_\_\_ E-mail \_\_\_\_\_  
Tel ( \_\_\_\_\_ ) \_\_\_\_\_ Fax ( \_\_\_\_\_ ) \_\_\_\_\_

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\*excl. VAT 19.6%.

Special code (NC, etc.)

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- ☐ ICC members: **€1,275\*** (€1,524.90)  
☐ Non-members: **€1,475\*** (€1,764.10)

### Method of payment

☐ **By credit card:** ☐ American Express ☐ Euro/MasterCard ☐ Visa

Card number \_\_\_\_\_ Expiry date \_\_\_\_\_

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**Please indicate the reference "S 1305" and the name of the participant.**

Please note that transfer fees charged by the bank must be covered by the participants themselves.

Date \_\_\_\_\_ Signature \_\_\_\_\_

### Data protection information

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