



FIDIC International Contract Users' Conference

6th & 7th December 2011 • Pre-conference Workshops 5th December • LONDON - Grange City Hotel

Day One: 6th December 2011

08:30 Registration & Coffee

09:00 Opening Remarks from the Chairman

Geoff French, *Group Chairman*, **Scott Wilson**; *President FIDIC Executive Committee* (UK)

UPDATES ON FIDIC CONTRACTS

Participate in an exclusive insight into the latest developments to updates of the FIDIC suite of major contracts introduced in 2011 and planned for 2012.

0910 The New FIDIC Yellow Book (Conditions of Contract for Plant & Design-Build) – Latest Developments & Recent Experience

This session will provide an in-depth look at the changes and amendments included in the new FIDIC Yellow book dedicated to particular conditions to the FIDIC plant and Design-Build Contract.

- Main changes introduced and key differences in comparison with previous editions
- Evolution of the DAB
- Foreseeable changes to the red and silver books as anticipated in the new yellow book
- Advantages of the new version of the FIDIC Plant & Design-Build Contract in relation to other competitive contracts
- Employer Requirements and Design Build Contracts

Aisha Nadar, *Member*, **FIDIC Updates Task Group** (UK)

Svend Poulsen, *Project Director*, **Atkins**; **Chair**, **FIDIC Updates Task Group** (Denmark)

09:40 Understanding Recent Changes & Effectively Using the New Construction Subcontract

This session will focus on everything you need to know regarding the final version of the new FIDIC Construction Subcontract that has been published for use with the FIDIC Construction Contract, both the 1999 Edition and the MDB Harmonised Edition. Special attention will be given to the recent changes added to the final version on this form and what they mean for all parties. Attention will then focus on the important dispute resolution provisions of the new FIDIC Subcontract.

- Challenges and scope of the new Subcontract
- Main features of the new form
- Managing the relationship with the contractor
- The dispute resolution provisions of the new FIDIC Subcontract

Siobhan Fay, *Member*, **FIDIC Subcontract Task Group** (Ireland)

Christopher Seppälä, *Legal Advisor*, **White & Case**; *Special Advisor*, **FIDIC Contracts Committee** (France)

10:20 FIDIC's New Guide to the DBO Contract

- Overview of the importance of the DBO Contract
- Objectives of the new guide on DBO
- How can the new guide help the efficient management of projects under the Golden Book?
- Explanation of the main guidance points

Axel Jagger, *Former Chair*, **FIDIC Contracts Committee** (Germany) [subject to final confirmation]

11:00 Morning Coffee Break

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FOCUS SESSION

11:20 **Topic to be announced**

Speaker: To be confirmed

THE ROLE OF THE ENGINEER

12:00 **Administration of Contract: The Role of the Engineer**

The engineer should play the central role in the administration of a FIDIC Contract. This session will look at the way the engineer's role has evolved over the years with particular emphasis on how it is envisaged to be in the 1999 FIDIC 'Red' and 'Yellow' books, how that role has actually developed in practice and what the future may hold for the role of the engineer. As employers increasingly look to limit the authority of the engineer's role, what does this mean for the engineer and for the contractor? Is there a feasible alternative?

- The key role of the engineer in the FIDIC system
- Current trends towards the engineer's role
- How employers and contractors view the engineer
- The engineer's role in minimizing conflicts and disputes
- The future outlook for the role of the engineer

Simon Worley, Consultant, ECV (UK)

12:40 **Final Questions from the Floor to Morning Speakers**

12:50 - Lunch

FOCUS ON RECONSTRUCTION

13:50 **Using the MDB Harmonised Contract in Reconstruction Projects**

- How can the MDB assist with issues such as the funding and management of a construction project
- How can MDB be used to manage the project life-cycle
- Best practices in setting up DABs with the MDB
- MDB vs. local regulation contracts
- Examples and case-studies

14:35 **Reconstruction & Brown Field**

Christoph Theune, Director International Business & Senior Vice President, Pöyry Environment GmbH (Germany)

15:15 Afternoon Refreshments

PANEL SESSION

15:35 **Emerging Brown Field Concerns**

Sustainable expectation and technological updates are creating more opportunities for Brown-Field scenarios. In this session you will understand how to take advantage of those opportunities using a brown-field approach.

- Infrastructure recycling "trends" and brown-field economy
- Is the brown field option the only option? Opportunities and pitfalls to avoid
- Key elements for success with a brown field approach
- Rebuilding infrastructure - *Force Majeure*

Andrew Brickell, Director of Project Management, MWH New Zealand Ltd (New Zealand)

Christoph Theune, Director International Business & Senior Vice President, Pöyry Environment GmbH (Germany)

Sebastian Hök, Partner, Hök, Steiglmeier & Kollegen (Germany)

PANEL SESSION

16:00 **Use of FIDIC Contracts in Developing Countries and Emerging Economies**

Emerging economies and developing countries are new players in the international infrastructure market. How is the FIDIC form on contract helping to provide simple rules to make your project a success.

- Why a pre-existing form of contract is helpful
- Which FIDIC contract to choose
- Example of use & benefits
- Cultural acceptance of FIDIC during the project life cycle
- FIDIC integration within UN standards

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16:50 - Final Questions from the Floor

17:00 **Drinks Reception**

Day Two: 7th December 2011

09:00 Morning Coffee

09:20 Introduction to Day 2

Philip Jenkinson, ATKINS Plc; Chair, FIDIC Contracts Committee

DISPUTE ADJUDICATION BOARDS

PANEL SESSION

0930 **Development and Challenges of DABs**

Dispute Adjudication Boards (DAB) have been introduced as FIDIC's method for primary dispute resolution and have been made mandatory for the MDB harmonised Construction Contract. Hear about the latest understanding of the role and function of the dispute resolution mechanisms in FIDIC contracts. Review recent developments on how dispute resolution mechanisms are set up and managed. Special attention will be given to recent court decisions on failure to comply with DAB decisions; and also to the enforcement of such decisions.

- Best practices in setting a DAB
- The effect of recent court decisions on sub-clause 20.7 of the FIDIC Major Forms of Contract
- Setting up a successful DAB with the right adjudicator
- Cost of the DAB as compared with the costs of not setting a DAB

Nael Bunni; Chartered Engineer; Chartered arbitrator; Special Adviser, FIDIC Contracts Committee; Leader, FIDIC Subcontract Task Group; FIDIC Adjudicator (Ireland)

Peter Chapman, Chair, FIDIC Assessment Panel for Adjudicators; FIDIC Adjudicator (UK)

Nick Henchie, Head of International Construction, Vinson & Elkins (UK)

David Loosemore, FIDIC Adjudicator; Consultant (UK)

10:30 Morning Coffee Break

REGIONAL FOCUS SESSION

PANEL SESSION

11:00 **Using FIDIC in Central Europe – Latest Experiences**

- Avoiding the bear traps of local regulation
- Comparative advantages of the FIDIC form of contract in relation to other contracts
- FIDIC forms customization – a recipe for disaster?
- Recent experiences in Central Europe

Invitees:

Mathias Fabich, Head of Unit - Construction Economy International, PORR (Austria)

Zoltan Zahonyi, Member, FIDIC Updates Task Group (Hungary)

11:50 **FIDIC General Conditions of Contract Use in the Emerging Industrial Sector**

- Which form of contract is more adaptable?
- How using an existing form of contract can be a commercial advantage
- Benefits of an established document to anticipate the life-cycle challenges of a project in a new sector
- What roles does the DAB play?
- Practical experiences in the green and wind farm industries

12:35 **Final Questions from the Floor to Morning Speakers**

12:55 Networking Lunch

14:10 **FIDIC EPC/Turkey Contract – Recent Experience**

Discuss how possibilities for additional payment and additional time are limited to a greater degree than under traditional contracts. Analyse examples of adapting the contract through appropriate particular conditions, for example: to make it suited to a particular type of project or a performance-based contract that includes project-

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specific obligation on the contractor; to make the project bankable; to take account of specific lender requirements.

Edward Corbett, *International Construction Lawyer, Corbett & Co, UK; FIDIC Adjudicator & Member of FIDIC Subcontracts Task Force* (UK)

William Godwin, *Barrister; Member CIETEC Foreign Arbitrators' Panel* (UK)

14:55 Afternoon Refreshments

PANEL SESSION

15:15 **Arbitration & Alternative Dispute Resolution**

This session considers the opportunities for avoidance and early resolution of disputes under the FIDIC contract provisions. This is intended to equip the representatives and advisors of the parties and the engineer to make good choices in moving towards effective-and cost effect-resolution.

- The dispute phenomenon
- Amicable settlement in context
- Developments in alternative dispute resolution
- Trends in international arbitration; and
- Recent Developments in International Arbitration

Ellis Baker, *Head of Construction & Engineering Practice Group, White & Case* (UK); Lead Author of *FIDIC Contracts in Law and Practice* (Informa, 2009)

16:15 Final Questions from the Floor to Afternoon Speaker

16:30 **Close of Conference**

PRE-CONFERENCE WORKSHOPS – Monday 5th December 2011

Workshop A – 5th December (morning): Introduction to FIDIC Contracts

Overview:

Attend this pre-conference workshop to refresh your knowledge of the rainbow suite of FIDIC contracts. FIDIC Contract drafters will take you through the entire rainbow book collection and explain in details the specificities and purposes of each form. Hear a summary of how FIDIC's major works contracts have become widely used industry standards. Receive an update on the use, sale, translation, licensing, and recent developments of FIDIC contracts, worldwide. Discuss work in progress and future developments.

Coverage Includes

- Detailed analysis of the FIDIC rainbow collection of forms of contract
- The growing influence of FIDIC's suite of contracts in establishing world-class industry standards
- How FIDIC's major works contracts are being used worldwide
- Comparative advantages of FIDIC in relation to other forms of contract
- Emerging FIDIC users' regions and hot spots

Led by:

Aisha Nadar, *Member, FIDIC Updates Task Group* (UK)

Workshop B – 5th December (afternoon): Advanced Dispute Resolution Strategies

More information to be released soon...

Strategic Partner:

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"Very good atmosphere facilitating the exchange of ideas with experts and construction professionals"

D William, Fusion for Energy

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FIDIC International Contract Users' Conference 2011

6th & 7th December 2011 – Workshops: 5th December • Grange City Hotel, London, UK (FKW82242)

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Specify your workshop:

- Workshop A - 5th Dec. 2011, Morning: **Introduction to the Rainbow Suite of FIDIC Contracts**
- Workshop B - 5th Dec. 2011, Afternoon: **Advanced Dispute Resolution Strategies**

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