PRESENT

INTERNATIONAL CONSTRUCTION CONTRACTS TRAINING COURSE

ON

“THE MANAGEMENT OF CLAIMS & VARIATIONS and
THE RESOLUTION OF DISPUTES”

AT

LIMAK AMBASSADORE HOTEL

Ankara, TURKEY

February 11th – 12th, 2014

Tutors:

James Perry, Civil Engineer, Lawyer, International FIDIC Accredited Trainer

Levent Irmak, MSc. Civil Engineer, Contracts Consultant, Principal & Founder of MC² MODERN

For Further Information contact: MC² MODERN Construction Consulting

Tel: (+90) 216 250 3234   Fax: (+90) 216 250 3232   E-Mail: info@mc2modern.com

Visit Web Sites

www.fidic.org/events    www.mc2modern.com
OVERVIEW
MC² MODERN Construction Consulting proudly presents this practical training course on “The Management of Claims & Variations and the Resolution of Disputes”. This training event is organized in association with FIDIC.

The 1999 FIDIC Contracts are being increasingly used in the international construction industry, particularly in Central and Eastern Europe, Middle East, Africa and the Caucasus. The aim of this training course is to help the participants gain confidence in working with these documents.

Claims are inevitable. Likewise, with all FIDIC Contracts there will be claims. This two-day course is designed to provide practical guidance to those working with the new FIDIC Forms of Contract – the Employers, the Contractors, the Engineers and other construction professionals - in the management of claims, understanding, defending and achieving successful settlement of claims. This course also aims at providing insight into the workings of the Dispute Adjudication Board and Arbitration under the FIDIC Conditions of Contract.

The course will cover explanations, illustrations and case studies with respect to claims, variations and the resolution of disputes under the FIDIC Conditions of Contract for Construction (Red Book) and the FIDIC Conditions of Contract for Plant and Design-Build (Yellow Book). Additionally, certain aspects of the FIDIC Conditions of Contract for EPC / Turnkey Projects (Silver Book) and the MDB Harmonized Edition will be discussed.

SEMINAR TUTORS
The tutors are provided by MC2 MODERN Construction Consulting in collaboration with FIDIC. MC2 MODERN specializes in training and consultancy to both local and international construction and infrastructure industries. The training course is provided by two recognized professionals in the construction industry who possess extensive international experience.

James Perry (Civil Engineer, Lawyer, International FIDIC Accredited Trainer)
Levent Irmak (MSc. Civil Engineer, Construction Contracts Consultant, Principal at MC2 MODERN)

COURSE MATERIALS

- FIDIC Conditions of Contract for Construction *(Red Book)*
- FIDIC Conditions of Contract for Plant and Design-Build *(Yellow Book)*
- Course Notes for supplemental information on Construction Contracts
- Set of presentation slides used during the training seminar – to be used as “work book”
- Work Exercises

WHO SHOULD ATTEND?
The training course provides the essential knowledge to construction professionals who work at Government Institutions and Agencies, State or Private Employer Organizations, Consulting / Architecture & Engineering Firms, Construction Companies, Sub-Contracting Companies and Legal Advisors and to those who are involved in managing international construction projects financed by multilateral development banks.

*See Registration Form on last page for details. Delegates may request for FIDIC EPC/Turnkey Contract (Silver Book) in lieu of Red or Yellow book no later than 24-Jan-2014.*

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<tr>
<th>Day 1: 11-Feb-2014</th>
<th>Day 2: 12-Feb-2014</th>
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<tbody>
<tr>
<td>8.30-9.00 Registration, Coffee/Tea in Foyer</td>
<td>8.30-9.00 Coffee/Tea in Foyer</td>
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| **Session 1 (9:00 – 10:30)**  
Introduction to the 1999 FIDIC Contracts | **Session 5 (9:00 – 10:30)**  
Employer’s Claims |
| • FIDIC: Organization and Background  
• Examination of Contracts  
• Structure of the Documents  
• Risk Analysis | • Procedural Aspects-SC 2.5  
• Delay Damages  
• Defects in Works and or Design  
• Case Study |
| **10:30 – 11:00 Coffee Break** | **10:30 – 11:00 Coffee Break** |
| **Session 2 (11:00 – 12:30)**  
Managing Variations | **Session 6 (11:00 – 12:30)**  
Termination, Risk & Responsibility & Force Majeure |
| • Definition, Timing, Initiation & Instruction of Variations  
• Value Engineering  
• Valuing Variations  
• Role of the Engineer  
• Case Study | • Employer’s Default  
• Contractor’s Default  
• Parties’ Risks and Responsibilities  
• Force Majeure |
| **12:30 – 13:30 Lunch Break** | **12:30 – 13:30 Lunch Break** |
| **Session 3 (13:30 – 15:00)**  
Contractor’s Claims – Part 1 | **Session 7 (13:30 – 15:00)**  
The Resolution of Disputes – DAB Process |
| • Causes of Claims & Contractual Basis  
• Procedural Aspects-SC 20.1  
• Notice & Substantiation  
• Engineer’s Assessment & Determination SC 3.5 | • Types of DAB  
• Guarantees and Obligations of the DAB  
• Nomination, Qualification & Selection of Members  
• DAB’s Decision Process |
| **15:00 – 15:30 Coffee Break** | **15:00 – 15:30 Coffee Break** |
| **Session 4 (15:30 – 17:00)**  
Contractor’s Claims – Part 2 | **Session 8 (15:30 – 17:00)**  
The Resolution of Disputes – Post-DAB Process |
| • Claims for Additional Payment  
• Claims for Delays  
• Concurrency, Time-At-Large  
• Mitigation & Acceleration | • Amicable Settlement  
• Arbitration – ICC Rules  
• Selecting Arbitrators  
• Use of Experts in Arbitration |

✓ Throughout the seminar, there will be opportunities for questions, Sample Cases to be studied and interactive work exercises involving different contract clauses and circumstances.

✓ Training Seminar Fee includes all lunches, coffee/tea breaks, tuition, course certificate and documentation, including two FIDIC Contracts (Red and Yellow Books).
REGISTRATION FORM

Two-day Training Course entitled:
“The Management of Claims & Variations and the Resolution of Disputes”
11-12 February 2014
LIMAK AMBASSADORE HOTEL
Ankara, Turkey

Please complete in BLOCK CAPITALS; details to appear on name badges.

Delegate & Company details:

<table>
<thead>
<tr>
<th>Mr/Mrs/Miss/Ms (First &amp; Surname)</th>
<th>Job Title</th>
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<tr>
<td></td>
<td>Company</td>
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<td>Address</td>
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</table>
|                                  | __________| Country __________
| TAX ID No.                       | Telephone:| __________ EXT __________ |
|                                  | Fax:      | Email:               |

Registration Fee per delegate: €990

* For Invoices issued to tax-paying Entities from within Turkey, VAT (18%) and Withholding Tax (20% - Stopaj) shall be the responsibility of such Entity.

Payment Method:

- Bank Transfer payable to: MC2 MODERN Danismanlik
  Saray Mah. AKKOM Ofis Park 2 Blok K:10
  34768 Umranliye, Istanbul

<table>
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<tr>
<th>Türkiye İş Bankası</th>
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<tr>
<td>Kızıltoprak, İstanbul</td>
<td>Swift Code: ISBKTRxxx</td>
</tr>
<tr>
<td>Branch Code (1071)</td>
<td>IBAN: TR42 0006 4000 0011 0710 7252 37</td>
</tr>
</tbody>
</table>

All bank-charges for Wire Transfers or Deposits are the delegate’s responsibility.

SELECTION OF DOCUMENT

I would like to get FIDIC EPC / Turnkey Contract (Silver Book) in lieu of:
- FIDIC Conditions of Contract for Construction (Red Book)  
- FIDIC Conditions of Contract for Plant and Design-Build (Yellow Book)

If no box is checked, Red and Yellow Books will be provided.

How to Register

By Email: E-mail completed Registration Form to: register@mc2modern.com
By Fax: Fax completed Registration Form to (+90) 216 250 3232.
By Phone: Phone us to start registration process at (+90) 216 250 3234

Terms and Conditions

1) Seminar Fee, Registration & Payment Receipts

The full fee is payable in advance in Euro and includes the cost of all lunches, coffee/tea breaks, tuition, course certificate and documentation, including two FIDIC Contracts (Red and Yellow Books). Delegates may request by ticking an appropriate box on bottom of left column for FIDIC EPC/Turnkey Contract (Silver Book) in lieu of Red or Yellow Book no later than 24-Jan-2014. Please note that the registration process shall not be complete until we have received both the signed Registration Form and Payment. Once both received, we will confirm it with the registered delegate by an acknowledgement via email or fax. We reserve the right to refuse admission or withhold materials if payment is not received and to adjust invoices to reflect changes in VAT if any. Registration will be closed 5 (five) days before the event date.

2) CANCELLATIONS

Cancellations by delegates must be made in writing and received no later than 14 days before the seminar, in which event we will refund the fee less 10% cancellation charge to cover administration costs. After this date it is regretted that no refunds of fees will be made and the full registration fee will be payable. For registrations made within two weeks of the date of the seminar, no refund shall be made. Substitutions may be made at any time.

3) CANCELLATION BY ORGANIZERS

We reserve the right to cancel the event if it is under-subscribed or for any other reason. In the event of cancellation, we will refund the seminar fee in full. It may also be necessary for reasons beyond the control of the Organizers to change the contents, the tutors, the date or the venue of the seminar. In case of postponement, registered delegates have the right to choose to attend the seminar on the new dates or to request for refund. Organizers shall not be held liable for any pre-booked travel or accommodation costs in case of cancellation or postponement.

4) Hotel Accommodation

Delegates must arrange their own hotel accommodation and payment thereof. You may book direct with Limak Ambassadore Hotel (+90) 312 428 4848. For more info, visit www.limakhotels.com/ambassadore

5) Bank Charges and Taxes

All bank-charges for Wire Transfers or Deposits are the delegate’s responsibility and shall be invoiced to the delegate if it is charged to our account. For Invoices issued to tax-paying Entities from within Turkey, VAT (18%) and Withholding Tax (20% - Stopaj) shall be the responsibility of such Entity.

I have read and accept the above Terms and Conditions.

Name _____________________________
Job Title ____________________________

Signature ___________________________

Questions or queries should be directed to Mr. Irmak at (+90) 216 250 3234 or info@mc2modern.com.