Dates: 9-10 June 2014
Venue: Hyatt Regency
191 Oxford Road, Rosebank
Johannesburg 2132, South Africa

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.

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 with a special focus on Africa.

Come and discuss practical issues and difficulties in the resolution of inter-cultural African construction disputes under FIDIC contracts.

Learn firsthand what international commercial arbitration has changed in Africa and the challenges that lay ahead. Hear about developments in the project for a new International Arbitration Act in South Africa.

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, financial institutions and Government entities involved in procurement.

EARN
14 CLE Credits 11.5 CPD Hours
11.5 MCLE Credits 11.5 CNB Hours*

* approval for these credits has been requested
Monday 9 June 2014

FIDIC contracts - Claims and disputes under international construction contracts

09.00-12.30 Morning Sessions

Welcoming addresses

Welcome by the Chairman of the first day

Introduction to FIDIC

The use of FIDIC contracts worldwide: impact in Africa
- The growing influence of FIDIC suites of contracts in establishing world-class industry standards
- How FIDIC can support African businesses to expand globally
- How FIDIC is responding to the needs of the international construction industry, particularly in Africa
- How FIDIC’s major works contracts are being used in Africa
- Emerging regions and hot spots of FIDIC usage in sub-Saharan Africa

Practical example – FIDIC contracts in African construction projects
Case study based on practical experience of the use of FIDIC Contracts in Africa

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

Lunch

14.00-17.15 Afternoon Sessions

Dispute Adjudication Boards in Africa - practical experiences and lessons learned
- Wide acceptance in South Africa, why it works?
- Overview of recent infrastructure projects opting for ICC or FIDIC DABs
- Trends in the rest of sub-Saharan Africa, practical issues and difficulties
- Prospects of enforcement of DAB decisions in Africa

Africa: a continent of remarkable cultural diversity and a wide range of languages
Practical issues and difficulties in the resolution of inter-cultural African construction disputes under FIDIC Contracts
- Addressing the peculiarities of specific regions and distinct behaviour patterns
- Case studies: Western Africa, East Africa, French-speaking African countries
- The Southern African element: 11 languages, large cultural differences, a mixed legal system (Civil law/Common Law/Customary law)

Cocktail reception

Tuesday 10 June 2014

ICC arbitration in construction matters

09.00-13.00 Morning Sessions

Welcoming address for the second day

An introduction to the ICC International Court of Arbitration, the 2012 ICC Rules and the ICC International Centre for ADR. ICC experience under FIDIC contracts and on construction disputes

International commercial arbitration in Africa today
- Arbitration: common beliefs, misconceptions and pre-conceived ideas
- What arbitration has changed and the challenges that lay ahead
- A key factor to the economic growth of the African continent
- Not an alternative but the alternative to the judicial resolution of international construction disputes: certainty – lower costs
- Case study: Towards a new International Arbitration Act in South Africa

Construction disputes and construction arbitration: is there anything special about them?
- The particularities of construction disputes and construction arbitration
- Typical features of construction disputes related to procedure and evidence (role of experts, evidence...)
- Typical features related to the substantial questions of jurisdiction and merits, including the jurisdiction of arbitrators as opposed to dispute boards, the technical nature of claims...)
- Direct focus on the challenges they raise, personal experience in overcoming these challenges

Don't miss the Pre-Conference Workshop on 8 June on the management of Claims and Dispute Resolution under the FIDIC Contracts Suite and the resulting growing demand for DABs.

The publication of the FIDIC Major Works Contracts in 1999 was fundamental in shaping a modern and now widely accepted way of dealing with claims and dispute resolution. DABs are a fundamental part of this process, and with the help of FIDIC Contracts and Dispute Resolution Experts you will learn how to implement and control this project-oriented system primarily aimed at dispute avoidance.

For registration and information, please refer to the FIDIC website at fidic.org/events/fidic-international-construction-contracts-and-resolution-disputes-2014, or contact Mrs Eivor Chollet: echollet@fidic.org or echollet@fidic.org.
The particularities of resolving construction/infrastructure disputes involving States: a focus on Africa
- What are the particularities of construction/infrastructure cases involving state parties (cases related to the construction of roads, airports, mining infrastructures)?
- How to enforce arbitral awards against a State (case studies on sub-Saharan Africa)?
- Using bilateral investment treaties to enforce arbitral awards
- Mediation as a viable alternative to litigating or arbitrating the case: settling disputes through mediation. How can it work when states are involved?

Lunch
14.30-17.15  Afternoon Sessions
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 2012 ICC Emergency arbitrator provisions and how they can be used in construction disputes

Multi-party and multi-contract issues in construction arbitration: a focus on subcontracting
- Issues raised by multi-party/multi-contracts arbitrations
- The 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

Closing of the Conference

Chair of Day 1
- Christopher R. Seppälä, Partner, White & Case LLP, France; Vice-President Emeritus, ICC International Court of Arbitration; Member, ICC Institute of World Business Law; Legal Advisor of FIDIC Contracts Committee

Co-Chairs of Day 2
- John Beechey, President, ICC International Court of Arbitration, Paris
- Andrea Carlevaris, Secretary General, ICC International Court of Arbitration and Director of Dispute Resolution Services of the ICC, Paris

Speakers
- Funke Adekoya SAN, Partner, Dispute Resolution Practice, AELEX, Nigeria; LCIA Councillor, African User’s Council
- François Baillon, FIDIC Commercial Director, Geneva
- Ellis Baker, Head of the Construction & Engineering Practice Group, White & Case LLP, United Kingdom; Legal Advisor to the FIDIC Update Task Group
- Patrick Corbin, Director, ICC South Africa, Johannesburg
- Wayne Derksen, President, Lephalale Chamber of Commerce, South Africa
- Leo Grutters, Civil Engineer; FIDIC Adjudicator; Dispute Board Specialist; Member of FIDIC President’s list, Germany
- Rob Lambert, Partner, Clifford Chance LLP, United Kingdom
- Patrick Lane, Advocate SC, The Maisels Group, South Africa
- Henry Musonda, Civil Engineer, Arbitrator FCIarb, FIDIC Adjudicator, Zambia
- Moses Mwase*, In-house lawyer, Government of Uganda
- Fidelis Oditah QC SAN, Barrister, Fidelis Oditah & Co., Nigeria; Visiting Professor, Oxford University, United Kingdom
- Patrizia Palmitessa-Savric, Head - Contracts & Dispute Resolution, Ginder Palmitessa, Botswana
- John Papworth, Managing Director, John Papworth Limited, United Kingdom; Dispute Board Member; Chartered Arbitrator; Member, ICC Institute of World Business Law
- Gary Rademeyer, Director, Norton Rose Fulbright, South Africa
- Clive Rumsey, Partner, Head of Construction, Hogan Lovells, South Africa
- Kwadwo Sarkodie, Partner, Mayer Brown International LLP, United Kingdom
- Kevin Spence, Independent Consultant and nationally approved FIDIC trainer, South Africa
- Hon. Justice Edward Torgbor, LLB, Former Judge and Chartered Arbitrator, Kenya and United Kingdom; Professor of Law; Court Member and Vice President, LCIA African User’s Council
- Nicholas Tsé, Barrister, Brown Rudnick LLP, United Kingdom
- Michael Watson, Civil Engineer, FIDIC Adjudicator, South Africa
- Des Williams, Chairman, Werksmans Attorneys, South Africa
- Peter Wolrich*, Managing Partner, Curtis, Mallet-Prevost, Colt & Mosle LLP, France

ICC Representatives:
- Sami Houerbi, Director for Eastern Mediterranean, Middle East & Africa, ICC International Court of Arbitration, Tunis
- Tunde Ogunseitan, Counsel, ICC International Court of Arbitration, Paris

* invited
Dates: 9 - 10 June 2014

Venue: Hyatt Regency
191 Oxford Road, Rosebank
Johannesburg 2132, South Africa

Registration fees
The registration fee includes all conference documentation, coffee breaks, lunches and cocktail reception. Travel and hotel expenses are not included.

“Early bird special” until 11 April 2014

€690*

After 11 April 2014

ICC members: €760*
Non-members: €990*

*VAT exemption – French Tax Code, Article 259A5*

How to register
Easier and faster, register online (secured payment by credit card) at www.iccevents.org
Or 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, 33-43, avenue du Président Wilson, 75116 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 quota of rooms has been blocked at “The Hyatt Regency”, with which ICC has negotiated preferential rates (single: ZAR 2150, double: ZAR 2350, inclusive of 14% VAT and breakfast). Details will be sent upon receipt of the registration form and registration fees. Please note that the number of rooms reserved with the ICC rate is limited. They will be distributed on a “first-come, first-served” basis. All room reservations must be guaranteed by a credit card. The pre-reservation cut-off date is Tuesday 13 May 2014. Hotel reservations received after this date will be accepted on a space and/or rate available basis only.

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 languages
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.

Cancellation policy
50% of the registration fee will be refunded if notice of cancellation is received in writing before Friday 9 May 2014. 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
REGISTRATION FORM S 1405

Dates
Monday 9 – Tuesday 10 June 2014

Venue
Hyatt Regency Johannesburg
191 Oxford Road
Rosebank, Johannesburg, South Africa

Participant information
Title (Mr/Dr/Mrs/etc.)
________________________

Family name
_______________________________

First/given name
________________________________

Position
____________________________________________________________________________________

Company
__________________________________________________________________________________

Address
____________________________________________________________________________________

City/state ___________________________________

CEP/postal code __________________________________

Country _____________________________________

E-mail ___________________________________________

Tel (__________) _____________________________

Fax (_______) ___________________________________

Registration fees
“Early bird special” until 11 April 2014
☐ €690* After 11 April 2014
☐ ICC members: €760*
☐ Non-members: €990*

*VAT exemption – French Tax Code, Article 259A5*

Special code (NC, etc.)
______________________

Method of payment
☐ By credit card: ☐ American Express ☐ Euro/MasterCard ☐ Visa

Card number ___________________________________ Expiry date _________________________

Name of cardholder
_________________________________________________________________

☐ By bank transfer: LCL

Beneficiary: ICC Services Account No. 0000060021B Clé RIB 64 Bank Code 30002 Branch Code 04866
Swift: CRFLRPRP IBAN: FR61 3000 2048 6600 0006 0021 B64

Please indicate the reference “S 1405” and the name of the participant.

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

Date _________________________ Signature _________________________

Data protection information

The details you provide on this form will be used for registration purposes. They will be stored in ICC’s databases for the sole use of ICC (the International Chamber of Commerce and its wholly-owned affiliate ICC Services). Under the French law ‘informaticque et libertés’ of 6 January 1978, you may have access to these details and request deletions and corrections at any time by contacting ICC at registrationevents@iccwbo.org. The details you provide may be used by ICC to keep you informed of developments in your area of activity through publications, subscriptions, events and other commercial offers. Please indicate if you wish to receive such information:

☐ Yes ☐ No

Please tick below if you wish to receive commercial offers from associated organizations, including in particular ICC National Committees:

☐ Yes ☐ No

Disclaimer
The photos and audiovisual recordings taken at this event may be used and published by ICC, its subsidiaries, affiliates, or co-organizers of the event, for informational or promotional purposes in printed materials or online, including on ICC websites and in social media. Participation in the event implies agreement to such use of photos or audiovisual recordings in which the participant may appear unless ICC Services receives written notification to the contrary.