



and IBC Legal are proud to present the inaugural

# FIDIC Americas Contract Users' Conference

*The Essential Guide for Engineering & Construction  
Law Professionals to Successfully Use the FIDIC  
Suite of Contracts and Resolve Disputes*

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## Your Speaker Faculty

- **GREGS THOMOPULOS**, CEO, Stanley Consultants Immediate Past President, FIDIC (United States)
- **AISHA NADAR**, Member, FIDIC Updates Task Group (United Kingdom)
- **SVEND POULSEN**, Project Director, Atkins; Chair, FIDIC Updates Committee (Denmark)
- **MICHAEL MORTIMER-HAWKINS**, Special Advisor, FIDIC Contracts Committee (Sweden)
- **JAMES HAGGINS**, PE, CCM, PMP; Member, DRBF (United States)
- **ROBERT J. SMITH**, FIDIC Adjudicator; FIDIC Observer, UNCITRAL Working Group on Procurement, Shareholder; Akerman Senterfitt LLP (United States)
- **IAN NIGHTINGALE**, Lead Procurement Specialist, Procurement Policy and Services Unit, The World Bank (United States)
- **ANK A. SANTENS**, Partner, White & Case (United States)
- **LEVENT IRMAK**, MSc. Civil Engineer, Construction Contracts and Claims Consultant (Turkey)
- **MARK ETHERIDGE**, Engineer; Divisional Director, Jacobs Engineering (United Kingdom)
- **BEN NOVAK**, B.Eng., MCP., Dip. BA, Consultant to Engineering Firms (Canada)
- **ZOLTÁN ZÁHONYI**, Member, FIDIC Contracts Committee (Hungary)
- **MICHEL F CHARTRAND**, B.A.Sc., P.Eng. Capital Expansion Project-Senior Manager; President Parinco International (Canada)
- **DAVID HESLETT**, CEO, ECV (United Kingdom)
- **ELLIS BAKER**, Partner; Head of Construction Practice, White & Case (United Kingdom)
- **ENRIQUE SOLOGUREN**, Lawyer, Navarro Sologuren Paredes Gray (Peru)
- **DR. PATRICIA D. GALLOWAY**, CEO, Pegasus Global Holdings, Inc.; Chair, National Construction Dispute Resolution Committee, American Arbitration Association (United States)
- **SIOBHAN FAHEY**, Member, FIDIC Subcontract Task Group (Ireland)

Don't miss this unique opportunity to gain expert advice on how you can:

- **DISCOVER** the FIDIC Suite of Contracts and their applications
- **HARNESS** the potential of the Red, Yellow, Gold and Silver Books
- **HEAR** directly from the FIDIC contract drafters as well as European and American experts
- **ASSESS** the potential of the dispute resolution tool kit under FIDIC
- **COMPARE** the advantages of FIDIC Construction Contracts in relation to other contracts
- **GAIN** in-depth knowledge of the Engineer's role under FIDIC conditions of contract
- **EXAMINE** the application of the FIDIC suite of contracts in high growth economies
- **STRENGTHEN** your understanding of pursuing claims under FIDIC Contracts
- **REVIEW** the DAB process as well as the role of arbitration and ADR
- **UNDERSTAND** the Multilateral Development Bank's use of FIDIC Harmonized General Conditions
- **ANALYSE** recent experiences with FIDIC from an American contract user's perspective

Also benefit from 2 fully interactive associated sessions:

- FIDIC for Non-FIDIC Contract Users
- Successfully Resolving International Disputes Under FIDIC

Your registration for this conference includes....

- FIDIC DBO Contract Guide, 1st Edition 2011
- FIDIC Construction Subcontract, 1st Edition 2011

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Dates: 2nd & 3rd October 2012,  
Primer Seminar: 1st October • Workshop: 4th October  
DoubleTree Suites by Hilton, Times Square, New York, USA

# FIDIC Americas Contra

## CONFERENCE DAY ONE: Tuesday 2nd October 2012

08:30 Registration & Coffee

### 09:00 Opening Remarks from the Chairman

**Gregs Thomopoulos**, CEO, STANLEY CONSULTANTS, Immediate Past President, FIDIC, (United States)

### 09:05 Strategic Importance of Understanding FIDIC Contracts in an International Context

Emerging economies such as India, China, Brazil and some Middle Eastern countries have seen unparalleled growth over the last decades. As economic growth translates into urban and infrastructure development, these and other developing countries, are increasingly adopting the FIDIC suite of contracts to govern their major projects and bring certainty to Contractors and Engineers looking for a solid framework from which to develop their projects and for clear guidance should a dispute arise. North American companies operating in these regions must quickly get fully acquainted with the FIDIC suite of contracts and keep abreast of its latest developments to remain competitive in this fast paced economic environment. This session will cover:

- The role of FIDIC among international construction contracts
- Comparative advantages of FIDIC in high growth economies
- How FIDIC's major works contracts are being used worldwide
- Emerging FIDIC user's regions and hot spots
- How FIDIC can respond to the needs and demands of the North American engineering and construction professional

**Gregs Thomopoulos**, CEO, STANLEY CONSULTANTS, Immediate Past President, FIDIC, (United States)

### 09:35 Overview of the FIDIC Suite of Contracts and its Growing Global Appeal

This session will provide an overview of the forms of Contract comprised by the FIDIC Suite of Contracts and explain why FIDIC's major works contracts have become widely used industry standards across the globe. Understand the use, sale, translation, licensing, and recent developments of FIDIC contracts, worldwide. Discuss work in progress and future developments. Coverage includes:

- Introducing the "rainbow" suite of FIDIC Contracts
- Understanding the extended FIDIC framework of resources and support tools
- Overview of the main features and appropriate applications of each contract
- The growing influence of FIDIC's suite of contracts in establishing world-class industry standards
- Ongoing projects and future outlook

**Svend Poulsen**, Project Director, ATKINS; Chair, FIDIC UPDATES COMMITTEE (Denmark)

10:20 Morning Coffee Break

### 10:40 Choosing the Right Set of FIDIC Condition of Contract for your Project

An update and analysis of experience of the use of FIDIC contracts including consideration of:

- Risk allocation
- The role of the Employer during the design and construction phase
- Introduction of changes to the project under the different FIDIC contracts
- Comparison of the main clauses

**Svend Poulsen**, Project Director, ATKINS; Chair, FIDIC UPDATES COMMITTEE (Denmark)

**Michael Mortimer-Hawkins**, Special Advisor, FIDIC CONTRACTS COMMITTEE (Sweden)

### 11:10 The FIDIC Construction Contract (Red book)

Since it was first published in 1957, the FIDIC Red Book has become perhaps the most widely used and widely respected form of Contract for construction projects Worldwide. The Construction Contract is FIDIC's "flagship" form of contract. It is recognised as a fair and balanced basis for a contractual relationship between the two parties involved in construction projects and is used by most of the major international financial institutions (IFIs). This essential session will provide an historical overview of the contract as well as to discuss its main clauses and how these can assist with seeing a project through to successful completion.

- History and development of the Red Book
- Main features of the 1999 edition
- User's feedback and experience

**Michael Mortimer-Hawkins**, Special Advisor, FIDIC CONTRACTS COMMITTEE (Sweden)

### 11:55 Plant & Design Build Contract (Yellow book)

Building upon the previous Construction Contract session, this panel will analyse the main conditions to the FIDIC Plant and Design-Build Contract, and also explain how these could benefit projects in your local market. The speakers will be exploring key issues such as:

- The History of the Yellow book
- Main features and objectives of the 1999 Yellow book edition
- How the FIDIC Plant & Design Build Contract could efficiently replace the necessity for amalgamation contracts commonly used in the US
- International users' experience and illustrative case studies

**Ellis Baker**, Partner; Head of Construction Law practice; WHITE & CASE (United Kingdom)

**Aisha Nadar**, Member, FIDIC UPDATES TASK GROUP (United Kingdom)

### 12:40 Discussion & Q&A Session

13:00 Networking Lunch

### 14:00 Introducing the FIDIC EPC/Turnkey Contract (Silver Book)

Gain a thorough understanding of the FIDIC EPC/Turnkey Contract and discover 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.

- History of the Silver Book
- Main features of the 1999 Silver Book edition
- A comparison between the Silver and Yellow books: how to select the most appropriate Contract for your requirements?
- Why the Silver Book has been widely preferred as the best form of contract underpinning PPP projects
- Recent user's experience

**Levent Irmak**, MSc. Civil Engineer, Construction Contracts and Claims Consultant (Turkey)

**David Heslett**, CEO, ECV (United Kingdom)

### 14:45 Administration of Contract Under FIDIC: The Role of the Engineer

The engineer plays 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 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 Engineers' role, what does this mean for the Engineer and for the contractor?

- The key role of the Engineer in the FIDIC system
- The FIDIC Contract Engineer vis-à-vis the "CM" (Contract Manager) and other third parties
- How employers and contractors understand the role of the Engineer
- The Engineer's role in minimizing conflicts and disputes
- The future outlook for the role of the Engineer in the international landscape

**Mark Etheridge**, Divisional Director, JACOBS ENGINEERING (United Kingdom)

**David Heslett**, CEO, ECV (United Kingdom)

15:30 Coffee Break

### 15:50 The MDB Harmonized Construction Contract

The latest version of the Multilateral Development Bank Harmonised Construction Contract was released in June 2010. Attend this special session to analyse the impact of clarifications, updated financial requirements, both new and strengthened social provisions, adjustments to reduce the

To register or for the latest programme: [www.ibclegal.com/fidicamericas](http://www.ibclegal.com/fidicamericas)

# Contract Users' Conference

contractor's risk, and revised arbitration provisions. Hear about the extent of use by the multinational development banks and national development agencies, and the possible extension to regional organisations.

- The genesis and force of the MDB Harmonized Construction Contract
- Use by development banks and agencies
- FIDIC's experience in using the new version of the contract
- The scope of clarifications introduced in June 2010
- Updated financial requirements
- New and strengthened social provisions
- Mitigation of contractor's risk
- Impact of revised arbitration provisions

**Ian Nightingale**, *Lead Procurement Specialist, Procurement Policy and Services Unit, THE WORLD BANK* (United States)

## 16:20 The FIDIC DBO Contract (Gold Book) - Salient Features and Practical User Experiences

Since its publication in 2008, the Design, Build and Operate Contract has become one of the most popular of the FIDIC forms. It incorporates all the major features of the earlier FIDIC books with improved and updated risk and insurance provisions and takes a new look at the provisions for the prevention and resolution of disputes. The speaker will review:

- Background to the Gold Book
- Application of Design-Build-Operate on Green Field sites
- Advantages of the FIDIC DBO and how it differs from design-build
- Review of case studies on DBO projects and recent user experiences
- Effective use of the Gold Book DBO contract and new DBO Contract Guide
- Latest developments concerning Brown-Field requirements
- Specific DAB rules within the FIDIC DBO Contract

**Michael Mortimer-Hawkins**, *Special Advisor, FIDIC CONTRACTS COMMITTEE* (Sweden)

## 17:00 Salient Aspects of the FIDIC Suite of Contracts vis-à-vis Other Forms of Contracts Commonly Used in North America

The aim of this session is to offer delegates an in-depth understanding of the main clauses of some of the most important FIDIC forms, in the FIDIC suite of Contracts, and how these compare with major clauses in the most common contracts presently used in North America. Our panel of experts will also offer practical advice on how to adopt FIDIC Contracts with a view to optimizing contract administration.

- Specificities of FIDIC contracts compared to US "domestic" contracts
- Comparing and contrasting the FIDIC Suite of Contracts with other forms of Contract used in the US including: EJCDC, AIA, Consensus Documents and amalgamation contracts
- Comparison between the role of the Engineer in the administration of a FIDIC contract and its role in other commonly used forms of contract in North America
- Adopting FIDIC Contracts – step by step guide for the North American User

**Ben Novak**, *B.Eng., MCP., Dip. BA, CONSULTANT TO ENGINEERING FIRMS* (Canada)

**Aisha Nadar**, *Member, FIDIC UPDATES TASK GROUP* (United Kingdom)

17:45 Close of Day 1 Followed by Drinks Reception



## CONFERENCE DAY TWO: Wednesday 3rd October 2012

08:30 Registration & Coffee

## 09:00 Pursuing Claims Under FIDIC Contracts – What you Need to Know

This session will discuss developments in presenting and pursuing a claim under a FIDIC Contract with particular reference to:

- Notices and claims procedures
- Time bars
- Documentation and compliance with applicable laws
- Effect of delay damages on an extension of time
- Considerations concerning removal of items from the site
- Force majeure

- Claims for additional payments
- Expectations of the Dispute Adjudication Board

**Levent Irmak**, *MSc. Civil Engineer, Construction Contracts and Claims Consultant* (Turkey)

**Siobhan Fahey**, *Member, FIDIC SUBCONTRACT TASK GROUP* (Ireland)

## 09:45 The New FIDIC Procurement guide

The new FIDIC Procurement Guide was published in late 2011, and it offers guidance and information on all phases of the procurement process under FIDIC. Issues to be explored during this session include:

- Challenges & scope of the new procurement guide
- Successfully using the new procurement guide
- Best practices in consultant selection
- New standards in obtaining tenders

**Zoltán Záhonyi**, *Member, FIDIC CONTRACTS COMMITTEE* (Hungary)

## 10:15 The New UNCITRAL Model Law on Public Procurement: Implications for FIDIC Contract Users

On 1st July 2011 the UN Commission on International Trade Law adopted a new Model Law on Public Procurement. The Model Law is aimed at assisting States in formulating a modern procurement law. Although developing countries and States whose economies are in transition were the main users of the 1994 text, the new Model Law reflects international best practice and is designed to be appropriate for all States. This session will explain the implications of the new Model Law for FIDIC Contract users' as well as discuss similarities and differences in relation to the FIDIC Procurement Guide.

- Scope, approach, applicability and implementation
- Selection of service providers, including: Engineers, Contractors, Design-Builders
- Requirements you should keep abreast of
- Comparison between the new UNCITRAL Model Law on Public Procurement and the FIDIC Procurement Guide

**Robert J. Smith**, *FIDIC Adjudicator; FIDIC Observer, UNCITRAL Working Group on Procurement, Shareholder; AKERMAN SENTERFITZ LLP* (United States)

11:00 Morning Coffee Break

## 11:15 The FIDIC Construction Subcontract

This session will brief delegates on the main features and purpose of the FIDIC Construction Subcontract and also focus on the most salient clauses of the final version of the new FIDIC Construction Subcontract that has been published in October 2011 for use in conjunction with the FIDIC Construction Contract. Special attention will be given to the recent changes added to the final version of this form and what they mean for all parties. Attention will then focus on the important dispute resolution provisions of the new FIDIC Subcontract.

- Purpose and scope of the new FIDIC Subcontract
- Improvements in relation to the 2008 test edition – what was changed and why
- Successfully using the Subcontract and the FIDIC Construction Contract together and potential application in a North America context
- The Yellow Subcontract

**Siobhan Fahey**, *Member, FIDIC SUBCONTRACT TASK GROUP* (Ireland)

## 12:05 Employer's Requirements Under FIDIC

The Employer's Requirements are crucial and must include things that the Employer requires in respect of the execution and completion of the Works, including the requirement as to the "intended purpose". This session will address:

- Obligations on the Employer and Contractor in respect of responsibility for accuracy, sufficiency and completeness of the Employer's Requirements using Red, Yellow or Silver Book
- A changed risk allocation, for instance by increasing the extent of the carve-out in respect of liability for which the Contractor is not liable
- Offsetting by items such as notes on drawings or process diagrams indicating that the design is not fixed
- Clarification of the "intended purpose"

**Svend Poulsen**, *Project Director, ATKINS; Chair, FIDIC UPDATES COMMITTEE* (Denmark)

# “A comprehensive and thought provoking conference”

(M Olive, Davis Langdon & Seah)

Attendee at FIDIC International Contract Users' Conference

Gain up to 20 CPE hours!

20 hours (both conference days & 2 workshops)

15/17 hours (both conference days & 1 workshop)

12 hours (both conference days)

12:50 Networking Lunch

## CASE STUDY

13:50 Using FIDIC Contracts – Users' Perspective

This session will cover practical case studies of FIDIC being used across different industry sectors. Feedback from different parts of the globe will illustrate the suitability of FIDIC form of contracts across different sectors and regions.

Mark Etheridge, Divisional Director, JACOBS ENGINEERING (United Kingdom)

Michel F Chartrand, B.A.Sc., P.Eng. Capital Expansion Project-Senior Manager; President PARINCO INTERNATIONAL (Canada)

14:30 Cost Management Benefits across FIDIC Conditions of Contract

Cost and payment management are a large part of the balanced reputation of a FIDIC contract. Find out how best to use these financial tools to enhance and maintain the relationship between parties.

- Cost model through the FIDIC contracts
- Correct use of bank guarantees
- How can changes in legislation impact cost
- Adjustments for changes in cost
- Payment issues in claims and DAB

Zoltán Záhonyi, Member, FIDIC CONTRACTS COMMITTEE (Hungary)

15:05 Networking Break & Refreshments

15:20 Contractually Specified 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-efficient resolution. This session will also address arbitration under FIDIC and options available to the Parties including the benefits those options offer. FIDIC provides for arbitration under the ICC and as an option the use of UNCITRAL.

- Running FIDIC DABs: are DAB decisions binding or not binding?
- Dispute Avoidance and Early Resolution - is mediation an option?
- Growth in International Construction Arbitrations - Statistics and Overview
- The UNCITRAL Option and the ICDR's International Construction arbitration services.

James Haggins, PE, CCM, PMP; Member, DRBF (United States)

Dr. Patricia D. Galloway, CEO, PEGASUS GLOBAL HOLDINGS, INC.; Chair of the National Construction Dispute Resolution Committee, AMERICAN ARBITRATION ASSOCIATION (AAA) (United States)

16:20 FIDIC DABs: Lessons Learned & Adjudicators' Recommendations for the Parties

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. This panel of experienced adjudicators will identify and explain the “Do's and Don'ts” of the DAB based on their practical experience.

- Selection of Adjudicators, Disclosures and Formation of the DAB
- Establishing procedures
- Keeping the Adjudicators informed (visits, meetings and reports)
- The Adjudication Process: Pre-referral, Referral, Pre-hearing, Hearing, Decision
- Cost savings and other benefits resulting from the introduction of DABs
- Perceived barriers
- Recent examples of successful DAB use in the region

James Haggins, PE, CCM, PMP; Member, DRBF (United States)

Gustavo Paredes, Lawyer, NAVARRO SOLOGUREN PAREDES GRAY (Peru)

Robert J. Smith, FIDIC Adjudicator; FIDIC Observer, UNCITRAL Working Group on Procurement, Shareholder; AKERMAN SENTERFITT LLP (United States)

Ank A. Santens, Partner, WHITE & CASE (United States)

17:20 Closing Q&A Session & Discussion

This final panel will bring together some of the speakers of the day to analyze the main learning points to take away from the event and remind delegates of what they have heard over the two days of the conference. Delegates will have a last opportunity to put some questions to the panel.

17:35 Close of Conference

## Why attend a FIDIC Contract Users' Conference?

FIDIC is the International Federation of Consulting Engineers, founded in 1913 with headquarters in Geneva. It is the recognized global voice for the consulting engineering industry promoting the business interests of suppliers of technology-based intellectual services for the built and natural environment. FIDIC represents nearly 1 million professionals in over 80 countries with one member association per country. It is the de facto authority on issues relating to business practice. Standard contract documents policies and guidelines, covering both engineering agreements and various forms of project delivery are published by FIDIC, based on principles of fair allocation of risks and responsibilities. That is the subject of most of our FIDIC Contract Users' Conferences, which we have been running with great success across four continents, over a number of years. Hear what some of our delegates had to say about their experience at some of these forums:

*“It is more than just a conference. Here you can experience and also share how the FIDIC contracts' suite is practised in many jurisdictions and also gain insightful views of future development against current issues and problems”*

**E Sundoro, PT Indo Tambangraya Megah**

*“I found the lectures combine sound knowledge of the contracts with practical experience of the operation of the contracts. The most interesting aspect of the conference is the people you meet and hearing their roles, experiences and thoughts on construction and engineering contracts”*

**P MacDonald, Kildare National Road Design Office**

*“Well done to the organising and all participants!  
This conference provided a balanced flavour of FIDIC contract application from a user's perspective, a legal framework and ultimately the implications toward the project as a whole!”*

**QW Kee, RTS Technology**

*“Excellent debate!”*

**E Storms, Yara**

*“An excellent spread of relevant topics that are applicable to projects globally”*

**M Bradbury, McCullough Robertson Lawyers**

*“Valuable overview of current issues and developments with FIDIC and international contracting”*

**R Ward, Eversheds**

*“Good insight into future plans for amendments and issues with existing forms”*

**K Seiringer, BECHTEL**

*“An interesting and eye opening conference with regards to the recent development of FIDIC forms of contract and delegates experiences”*

**R Hussain, EWAAN**

# FIDIC Americas Contract Users' Conference

DoubleTree Suites by Hilton, Times Square • 2nd & 3rd October

## What delegates at FIDIC Contract Users' events have been saying:

*"I appreciate the "local flavour" of the event and the openness of the contract committee to explain the changes envisaged and listening to suggestions from the audience"*

(O Valentina, AB Resolution)

*"An interesting and eye opening conference with regards to the recent developments of FIDIC forms of contract, and delegate experiences"*

(R Hussain, EWAAN)

*"Well done! The event should be followed by everyone who needs the essential review of the latest developments in FIDIC contracts delivered by international FIDIC experts"*

(VZakiyya, PT Petarmina)

*"I really enjoyed the quality of the speakers and the networking with other attendees"*

(Galli, SGI Studio Galli Ingegneria SpA)

*"Constructive ideas! Way forward for resolution of biggest problems in the industry: balance of finance: legal and construction, engineering aspects."* D V

(Senevirathne, Haji Adinin & Sons)

*"Exhaustive deliberation on each of the FIDIC contract books in a simplified and direct manner!"*

(L Mun Kit, Andrex)

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## FIDIC: Enabling International Dialogue

- FIDIC is the international federation of national associations of consulting engineers. The members of each national association comply with FIDIC's code of ethics which calls for impartial advice, competence and fair competition
- Today FIDIC membership numbers 84 member associations from all parts of the globe and represents most of the independent practising engineers in the world
- FIDIC acts as a forum for the exchange of views and information and actively encourages the discussion of matters of mutual concern among member associations. FIDIC publishes best-practice guides as well as widely used and internationally recognised services agreements and works contracts
- FIDIC can be contacted by telephone on +41 (22) 799 4900, or visit the website at [www.fidic.org](http://www.fidic.org).

## Primer Seminar: Monday 1st October 2012

(09:00 - 16:00 - Registration & Coffee from 08:30)

### FIDIC for Non-FIDIC Contract Users

*A One Step Guide to FIDIC "Rainbow" Suite of Contracts*

Attend this pre-conference primer day to acquire basic knowledge of the main forms of contract comprised in the "rainbow" suite of FIDIC contracts. FIDIC contract experts will take you through the entire rainbow book collection and explain in details the specificities and purposes of each form. Delegates will also hear a summary of how FIDIC's works contracts have become widely used industry standards and receive an update on the use, sale, translation, licensing, and recent developments of FIDIC contracts, worldwide. FIDIC experts will invite delegates to participate in practical exercises exploring key concepts embodied in the FIDIC contracts.

### Coverage Includes

- Different contract strategies addressed by the FIDIC suite
- Detailed analysis of the FIDIC rainbow collection of forms of contract:
  - Green Book
  - Red Book
  - Yellow Book
  - Silver Book
- Risk allocation and business processes for the FIDIC suite
- 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

### Workshop Leaders:

**Aisha Nadar**, Member, FIDIC UPDATES TASK GROUP  
(United Kingdom)

**Ellis Baker**, Partner; Head of Construction Law practice; WHITE & CASE  
(United Kingdom)

**Svend Poulsen**, Project Director, ATKINS; Chair, FIDIC UPDATES COMMITTEE  
(Denmark)

## Post-Conference Workshop: Thursday 4th October 2012

(09:00 - 13:00 - Registration & Coffee from 08:30)

### Successfully Resolving International Disputes Under FIDIC

This interactive workshop is designed to focus on the key issues commonly faced by owners and contractors who are involved in major development, infrastructure and oil and gas projects and who wish to employ sound strategies for avoiding, managing and resolving disputes in an effective manner. Particular areas of focus include:

- Dispute avoidance strategies
- Common areas giving rise to disputes
- Effective claims strategy and management
- DAB process and enforcement of DAB decisions
- ADR options: including early neutral evaluation, mediation and other processes
- Arbitration: choice of seat and procedural rules - what are the available and preferred options
- Arbitration: fast track arbitration and options for controlling time and costs in an arbitration
- Arbitration: domestic and international enforcement of arbitral awards
- Investment treaty protection for major projects

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# FIDIC Americas Contract Users' Conference

Dates: 2nd & 3rd October 2012

Primer Seminar: 1st October • Workshop: 4th October

Venue: DoubleTree Suites by Hilton, Times Square, New York, USA

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Please quote the above VIP code when registering

## WHEN AND WHERE

FKW82297

Venue: DoubleTree Suites by Hilton

Conference:

2nd & 3rd October 2012

Workshops:

Primer Seminar: 1st October 2012

Workshop: 4th October 2012

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Booking Contact Mr/Mrs/Ms

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Telephone \_\_\_\_\_ Fax \_\_\_\_\_  
Email \_\_\_\_\_

## COMPANY DETAILS

Company Name \_\_\_\_\_  
Postal Address \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Nature of Business \_\_\_\_\_

Billing Address (if different from above address) \_\_\_\_\_

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	Book by 27th July 2012	Book by 31st August 2012	Standard Price
Full Event: 2-Day Conference + Primer Day + Workshop	SAVE \$700 □ \$2,897	SAVE \$500 □ \$3,097	SAVE \$300 □ \$3,297
2-Day Conference + Primer Day:	SAVE \$600 □ \$2,398	SAVE \$400 □ \$2,598	SAVE \$200 □ \$2,798
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**\$300 discount for 3rd and subsequent delegates.** Please note the conference fee does not include accommodation or travel costs. All discounts can only be claimed at the time of registration and multi-booking discounts cannot be combined with other discounts that may be available (apart from early booking discounts which are available to everyone). All discounts are subject to approval. We are happy to accept a replacement delegate for the whole event, however delegate passes cannot be split or shared between delegates under any circumstances.

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