



In association with

**MATRIX** Seminars

PRESENT

**A 2-day FIDIC accredited training course on:  
The FIDIC Design-Build Contracts: Practical Use of the Yellow and Silver Books  
In Singapore on 2 and 3 July 2013**



Matrix Seminars is an accredited FIDIC training supplier

**To register or for further information:**

**Telephone: +44 (0) 203 390 0421**

**Email: [info@matrix-seminars.com](mailto:info@matrix-seminars.com)**

**Fax: +44 (0) 203 390 0423**

**[www.matrix-seminars.com](http://www.matrix-seminars.com)**

### **About the course**

This 2-day intensive course will provide a thorough, up-to-date understanding of the main FIDIC design-build construction forms of contract. The provisions of the Plant and Design-Build (Yellow Book) and EPC/Turnkey (Silver Book) contracts will be considered in detail and compared and contrasted.

Which form should I use as the basis for my design-build project? What are the risks involved for the contractor and the employer? How can I better manage these risks and use and operate the contract more effectively and with better results than before? The course is accredited by FIDIC and each delegate will receive a certificate of participation.

### **Topics covered**

The course begins by introducing FIDIC and the FIDIC suite of contracts, including latest developments. We put the design-build forms in context, looking at the basic differences in risk allocation between the EPC/turnkey model of the Silver Book and the more traditional Yellow Book.

We follow with a detailed consideration of the individual clauses of the two Books, comparing and contrasting them with respect to such key issues as contractor responsibility for design, fitness for purpose, errors in Employer's Requirements, and unforeseeable physical conditions. We also consider the role of the Engineer in the Yellow Book and practical points about the administration of the two contracts as well as issues arising from multiple contracting and front-end engineering design.

Other topics to be covered include practical points about drafting particular conditions and the need to co-ordinate them with the general conditions; progress and programme - importance and requirements; delays and extensions of time; delay damages – penalties and liquidated damages; performance securities; plant, materials and workmanship; tests on and after completion; taking over; defects liability; the contract price; variations, adjustments and payment; termination and suspension; allocation of specific risks; insurance obligations; force majeure - meaning and effect of force majeure events; contractor's and employer's claims including the sub- clause 20.1 time bar.

We also consider how the contracts provide for resolving disputes: the DAB process, amicable settlement and arbitration, including the different arbitration institutions and how arbitration awards might be enforced. Throughout the two days there will be ample opportunity to discuss and debate the material covered, aided by detailed case studies, and active participation will be encouraged.

### **About the speaker**

The course will be led by William Godwin, a London-based practising barrister (lawyer) specialising in construction, engineering, energy and infrastructure projects. He has over twenty years' experience of international construction including FIDIC and is a regular speaker at the FIDIC international users' conferences. William has successfully conducted numerous training courses on the FIDIC forms and is accredited by FIDIC as an instructor. He also writes and speaks widely on construction and other law topics and in February 2013 Wiley-Blackwell published his latest work, *International Construction Contracts: a Handbook*, which includes a commentary on the FIDIC contractor-design forms.

William holds a doctorate from Oxford University and is a first class honours graduate of University College London. He is a visiting lecturer in law at London University and at City University London and an arbitration panel member of the China International Economic and Trade Arbitration Commission and the Dubai International Arbitration Centre. He is an approved adjudicator of the English Technology and Construction Bar Association.

### **Who should attend?**

This course is aimed at providing systematic and practical guidance to anyone engaged in international projects with a design-build element. It will appeal to representatives of contractors, employers, developers, project sponsors and funders, insurers, plant and equipment manufacturers, engineers, project managers, lawyers and any others engaged in design-build projects with a cross-border element.

### **What will be provided?**

All those attending and completing the course will be provided with a certificate verifying their participation in this FIDIC accredited event. The course fee also includes a copy of both the Yellow and the Silver Books, a course book containing the PowerPoint presentation used and all refreshments and lunch for both days.

### **Where will the course be held?**

We will inform you shortly of our Singapore venue but it will be centrally and conveniently situated.

# COURSE PROGRAMME

Day One		Day Two	
0.900	Registration	9.00 - 11.00	<ul style="list-style-type: none"> <li>• Clauses 6, 7 and 8: Staff and labour; Plant, materials and Workmanship;</li> <li>• Commencement, delays and suspension; the contract programme; extensions of time in the Yellow and Silver Book</li> <li>• Delay damages – right to levy - liquidated damages and penalties.</li> <li>• Clauses 9-12: Tests on and after completion;</li> <li>• Employer's Taking over; defects liability; tests after completion.</li> </ul>
09.30	Course starts		
09.30 – 11.00	<b>Overview of FIDIC and the FIDIC construction contracts</b> <ul style="list-style-type: none"> <li>• Outline of FIDIC and the FIDIC contracts.</li> <li>• The main current construction forms: Red, Yellow,</li> <li>• Silver and Gold Books; the MDB harmonised edition</li> </ul>		
11.00 – 11.30	Refreshments	11.00 – 11.30	Refreshments
11.30 – 13.00	<ul style="list-style-type: none"> <li>• Latest developments</li> </ul> <b>The FIDIC Yellow and Silver Books: principles and detail</b> <ul style="list-style-type: none"> <li>• FIDIC's Yellow Book: its development, use and the roles of Employer, Contractor and Engineer</li> <li>• Background to EPC / Turnkey Projects: why the Silver Book?</li> <li>• What is an EPC or turnkey project?</li> <li>• When is an EPC/turnkey type of project delivery used?</li> </ul>	11.30 – 13.00	<ul style="list-style-type: none"> <li>• Clauses 13 and 14: Variations, Adjustments and Payment.</li> <li>• Clause 15: termination by Employer; Contractor default; termination for convenience.</li> <li>• Clause 16: Suspension and Termination by the Contractor.</li> <li>• Clauses 17-19: Allocation of specific risks; insurance obligations; Force Majeure - meaning and effect of force majeure events..</li> </ul>
13.00 – 14.00	LUNCH	13.00 – 14.00	LUNCH
14.00 – 15.20	<ul style="list-style-type: none"> <li>• Advantages and pitfalls of the EPC/turnkey model from contractor/employer's perspectives</li> <li>• Structure of the Yellow and Silver Books</li> <li>• Clauses 1-3: the General Provisions ; law and language of the contract; the priority of documents; importance of the Particular Conditions; coordinating the General with the Particular Conditions Roles of Employer, Contractor and their Representatives in the Silver Book compared with Employer, Contractor and Engineer in the Yellow; principal documents; Employer's Requirements; Employer's claims.</li> </ul>	15.20 – 15.40	<ul style="list-style-type: none"> <li>• Clause 20: Contractor's claims; the Sub-Clause 20.1 time bar; importance of contemporary records; notices of claim; identifying claim events and circumstances.</li> </ul> <b>Dispute resolution in the FIDIC contracts through DAB and Arbitration</b> <ul style="list-style-type: none"> <li>• the DAB process: what is a DAB and how does it work?</li> <li>• What happens if the dispute is not finally resolved after a DAB ?</li> <li>• Amicable settlement</li> <li>• Arbitration: what is arbitration and how is an arbitration conducted?</li> <li>• How can the successful party enforce an arbitration award?</li> </ul>
15.20 – 15.40	Refreshments		
15.40 – 17.00	<ul style="list-style-type: none"> <li>• Clauses 4 and 5: the contractor's obligations; design, execution, fitness for purpose in the Yellow and Silver Books. Unforeseeable difficulties/physical conditions; errors in Employer's Requirements; Contractor's Documents; performance security; progress.</li> </ul>		
15.40 – 17.00		15.40 - 17.30	<ul style="list-style-type: none"> <li>• Arbitration: what is arbitration and how is an arbitration conducted?</li> <li>• How can the successful party enforce an arbitration award?</li> <li>• Practical points about managing a dispute and reducing the risk of lengthy and expensive proceedings.</li> <li>• concluding discussion;</li> <li>• presentation of certificates</li> </ul>

**Booking Form**

**The FIDIC Design-Build Contracts: Practical Use of the Yellow and Silver Books**

Singapore 2 and 3 July 2013

Delegate details

<b>First Delegate</b>	<b>Second Delegate</b>
Title (Mr , Mrs, Ms Dr or other) and first name -----	Title (Mr , Mrs, Ms Dr or other)and first name -----
Surname/Family name -----	Surname/Family name -----
Company/Organisation -----	Company/Organisation -----
Job Title -----	Job Title -----
Any Special dietary requirements? -----	Any Special dietary requirements? -----
Email address -----	Email address -----

For third and subsequent delegates please provide the above details on a separate sheet.

### Contact Details

Please give details of the person in your organisation who will act as our point of contact with your organization for this event. (Please note: Joining instructions and invoice will be sent to this contact unless otherwise specified)

Title (Mr, Mrs, Ms, Dr or other) and first name \_\_\_\_\_

Company \_\_\_\_\_

Surname \_\_\_\_\_

Address \_\_\_\_\_

Job Title \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

### Cost per delegate:

- £950 for the first delegate from an organisation.
- If more than one delegate from your organisation, £850 for the second and any subsequent delegate

Number of delegates: \_\_\_\_\_

Total £ \_\_\_\_\_

Payment method (see below): \_\_\_\_\_ Invoice my organisation ref: \_\_\_\_\_

### How to register

You can register –

- By email to [inof@matrix-seminars.com](mailto:inof@matrix-seminars.com) providing the above booking information or the Booking Form
- By faxing the completed Booking Form to: +44 (0)203 390 0423
- By visiting [www.matrix-seminars.com](http://www.matrix-seminars.com) and follow the instruction for on-line booking
- By phone on: +44 (0) 203 390 0421

### Course Fee

The course fee is £950 per delegate. If your organisation registers more than one delegate then the fee is reduced to £850 for the second and subsequent delegates.

Fees are payable in full in advance and include the two days' training, course materials, certificate of completion of the course, a copy of the FIDIC contracts discussed as well as all refreshments/lunch on each day.

We will provide receipts for each registered and paid place on the course.

Delegates are responsible for arranging their own travel, any necessary visas and hotel accommodation and these are not included in the fee.

## Payment methods

Payment is due in full in advance and may be made by any of the following methods:

- Bank transfer in GB pounds to the account shown below
- By cheque, payable to Matrix Seminars Ltd in GB pounds drawn on a UK bank.

### HSBC Bank

**Sort code: 40 06 29**

**A/c number: 91846140**

**IBAN: GB28MIDL 400629 9184614**

**Swift Code: MIDLGB22**

**Branch Identifier Code: MIDLGB2107P**

**Beneficiary Name: Matrix Seminars Ltd**

## Cancellations and alterations

Cancellations by delegates must be made in writing at least 21 days in advance of the course and in that event a refund less 10% for administration costs will be made. It is regretted that after this date no refunds of fees will be made. Substitutions of delegates may be made at any time.

Matrix Seminars reserves the right to cancel the course because it is undersubscribed or for any other reason and in that event a full refund of fees paid will be made automatically. Such refund will be the full extent of Matrix Seminars' liability and it will not be responsible for any travel, accommodation or other costs or losses that might be incurred as a result of the cancellation.

Matrix Seminars reserves the right to change the speakers, timing or venue of the course.

## Course organisers

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