



International Chamber of Commerce
The world business organization



International construction contracts and dispute resolution

Co-hosted by ICC and FIDIC

In partnership with

The Cairo Regional Centre for International Commercial Arbitration



Dates
Venue

Saturday 9 - Sunday 10 April 2005

Semiramis Intercontinental Hotel, Cairo, Egypt

Languages

The conference will be held in English and Arabic with simultaneous interpretation.

Objective

FIDIC contracts constitute an accepted point of reference for all models of international construction contracts. What happens when disputes arise? How can they be solved in the most cost-efficient and timely manner?

This conference is designed to review the procedure for claims and disputes under the FIDIC contracts and to explain the legal entitlements of the contractor and the employer. It will examine the specific features of the arbitration clauses and their practical implications, particularly in terms of jurisdiction, adjudication and enforcement of awards.

Sessions will be led by experts in the FIDIC Conditions of Contract and arbitration, and will be structured to provide an opportunity and incentive for active discussion among all participants.

Discussions will focus on

- What are the FIDIC Contracts? Who uses them and why?
- The use of FIDIC conditions under Arab laws and claims thereunder
- Latest developments for amicable settlement in construction disputes
- What are the benefits of Dispute Boards?
- What is the role of the courts and the arbitral tribunal?
- What are the current practical issues regarding Judicial Review and Enforcement of an Award?

Participants

The conference will be of particular interest to engineers, contractors, employers, arbitrators and legal advisers in the field of international construction.

About the ICC International Court of Arbitration

The ICC International Court of Arbitration is the leading body in international commercial arbitration. Founded to resolve business disputes of an international character, its strict impartiality and effectiveness are recognized everywhere. Countless business contracts, including many where one party is a government body, now refer to the ICC Rules of Arbitration. www.iccarbitration.org

About FIDIC

FIDIC is the French acronym for the International Federation of Consulting Engineers. It was founded in 1913 to promote the professional interests of member associations and to disseminate information of interest to members of its component national associations. FIDIC membership currently numbers 73 member associations from all parts of the globe and represents most of the practising consulting engineers in the world. www.fidic.org

Supported by



Programme

Saturday 9 April 2005

As of 08.30 *Registration*

INTERNATIONAL CONSTRUCTION CONTRACTS, CLAIMS AND DISPUTES

09.30-09.50

Welcome and opening

09.50-10.50

An overview of the FIDIC Contract forms

What is FIDIC? Presentation of the 1999 editions of the FIDIC contracts, including the 2001 Guide to the 1999 editions. What are the FIDIC contracts? Who uses them and why? What are their specific features? What are the recent developments, including the new guide to be published end of 2005?

10.50-11.40

Claims of the contractor and claims of the employer

What are the contractor's and the employer's entitlements to additional money and time? How do they obtain them? How do the contractor's and the employer's rights vary?

11.40-12.10 *Contact break*

12.10-13.20

Panel discussion: The use of FIDIC conditions under Arab laws and claims thereunder

FIDIC Conditions, Common Law, Civil Law, and Arab laws. What is the effect of applicable law on individual clauses, e.g. Clause 20.1? What is the potential for use of international legal principles such as those of UNIDROIT?

13.20-14.50 *Contact lunch*

NON-ARBITRATION INSTRUMENTS TO RESOLVE DISPUTES

14.50-15.30

Dispute Boards

What is the procedure for the pre-arbitral settlement of disputes by the engineer under the pre-1999 editions and by a Dispute Adjudication Board (DAB) under the 1999 editions? What is the difference between FIDIC's "standing" DAB and "ad hoc" DAB? What are the common features and differences between the FIDIC and ICC approaches to Dispute Boards? What are their benefits?

15.30-16.20

The DAB procedure

How does the World Bank's Dispute Review Board (DRB) compare with the DAB? What qualifications should DAB members have? What has been the experience with DABs and DRBs to date? What other variants of DABs/DRBs are in use? What is the prospect of court enforcement of the DAB's decisions under different legal systems, i.e. Common Law versus Civil Law Jurisdictions?

16.20-16.50 *Contact break*

16.50-18.20

Amicable dispute resolution

Why does FIDIC have a requirement to attempt amicable settlement before commencement of arbitration? When and how should parties engage their own "independent" expert on technical or legal issues? What are such an expert's role and responsibilities? Have national courts any role in appointing experts before or after arbitration begins? When can an arbitral tribunal appoint its own expert? What can be the role of the ICC's International Centre for Expertise?

20.30-22.30 *Dinner cruise*

Enjoy a leisurely cruise on the river Nile with local entertainment.

Sunday 10 April 2005

ARBITRATION AS INSTRUMENT TO RESOLVE DISPUTES

09.30-10.00

The FIDIC and the ICC Arbitration clauses

An introduction to the ICC International Court of Arbitration and its role in FIDIC contracts. Experience of ICC arbitration under the FIDIC contracts since the publication of the first edition of the FIDIC Civil Engineering Contract in 1957. What are the specific features of the arbitration clauses under FIDIC contracts? To what problems have they given rise or may they give rise in practice? Should they be amended or supplemented and, if so, how?

THE CONDUCT OF THE ARBITRATION

10.00-11.15

The role of the arbitral tribunal

What role does the arbitral tribunal play in organizing the proceedings? How should multiple claims be dealt with and heard? When should the case be split between liability and quantum? What issues should be the subject of a partial award? How are arbitration costs allocated in the award? What may they comprise? How can the time and expense of arbitral procedures be reduced? How can the ICC International Court of Arbitration assist?

Programme (continued)

Sunday 10 April 2005

11.15-11.45 *Contact break*

11.45-12.15

Interim conservatory measures and jurisdictional issues

What is the role of the courts and the arbitral tribunal? What interim conservatory measures come before the courts or the arbitral tribunal and how are they dealt with? What jurisdictional objections, including "notice" and "Clause 67" type issues, commonly arise and how are they resolved? What is the ICC Pre-arbitral Referee Procedure?

12.15-13.45 *Contact lunch*

13.45-15.15

Panel discussion: Practical issues in commencing arbitration from the contractor's and the employer's perspectives

How are arbitrators selected? How should "due amounts" or uncontested, but unpaid, engineer / DAB decisions be treated? How are multiple claims prepared and the requirement of "contemporary records" and contractual "notices" addressed? What are the advantages, and disadvantages, of "agreed" facts, chronologies, programmes, and bundles? How should the applicable "foreign law" be presented? How does one fill in "gaps" in an undeveloped national law in the case of a modern construction dispute? When are site visits by the arbitral tribunal desirable and how are they organized?

15.15-16.15

Judicial Review and Enforcement of the Award

How effective in practice are the New York and other Conventions in aiding enforcement of the award? What problems may some jurisdictions pose? What concrete examples have been encountered? What tips can be given for avoiding enforcement pitfalls? How may the position of the Contractor, as a creditor, be affected by the rights of lenders to the Employer (e.g. in BOT-type projects) at the enforcement stage? What happens when sovereign entities with immunities are involved?

16.15 *Close of conference*

Speakers

- **Nabil Abbas***, General Manager, Abbas Architects and Construction Consultants, Saudi Arabia; Vice Chairman, Arbitration division, the Saudi Engineering Committee
- **M.I.M. Aboul-Enein**, Director, The Cairo Regional Centre for International Commercial Arbitration

Speakers (continued)

- **Borhan Amrallah**, President, Cairo High Court of Appeals, Egypt
- **Ellis Baker**, Partner, White & Case, London
- **Majid Bashir***, Legal Advisor, Dubai Port Authority
- **Alain Bourdeaux**, General Counsel, Vinci Construction Grands Projets, France
- **Nael Bunni**, Senior Director, Bunni & Associates, Ireland
- **Peter Chapman**, Chairman, FIDIC Assessment Panel for Adjudicators; International Arbitrator and Adjudicator, UK
- **Antonio Crivellaro**, Partner, Studio Bonelli Erede Pappalardo, Milan
- **Jason Fry**, Member for New Zealand, ICC International Court of Arbitration; Partner, Clifford Chance, Paris; Barrister & Solicitor of the High Court of New Zealand
- **Hamzed A.S. Haddad**, Law and Arbitration Centre, Amman, Jordan
- **Sherif Mostafa El-Haggan**, International Arbitrator; Claims Consultant; Adjudicator and Mediator, Egypt
- **Mohammed Hoshan***, Lawyer, Law Offices of M.H. Hoshan, Saudi Arabia
- **Tareq Al-Houti**, Manager Corp. Legal Department, Kuwait National Petroleum Company
- **Emmanuel Jolivet**, General Counsel, ICC International Court of Arbitration
- **Aktham El Kholy**, Attorney-at-law; Owner, Dr El Kholy's Law Office, Egypt
- **Ahmed El-Kosheri**, Vice-Chairman, ICC International Court of Arbitration; Partner, Kosheri, Rashed & Riad, Egypt
- **Helmut Köntges**, Department Manager, International Project Division, Hochtief, Germany
- **Humphrey LLoyd QC**, Judge, Technology & Construction Court, London
- **Ibrahim Mahlab**, Chairman of the Board, The Arab Contractors Co, Egypt
- **Ghaleb S. Mahmassani**, Member for Lebanon, ICC International Court of Arbitration; Law Consultant, Beirut
- **Sabah H. Al-Mukhtar***, Attorney-at-Law, Arab Lawyers Network, London
- **Gamal Nasser**, Secretary General, Egyptian Society of Consulting Engineers Secretary General, Egyptian Arbitration Association; Member, FIDIC Executive Committee (1994-1998)
- **Mohamed Sherif El Nazer**, Consulting Engineer, National Holding for Construction & Development, Egypt
- **Ahmed Al-Sayed Al-Sawi**, former Dean, Cairo University Faculty of Law; Professor of Procedural Law, Egypt
- **Christopher Seppälä**, Legal Advisor, FIDIC Contracts Committee; Partner, White & Case, Paris
- **Christopher Wade**, Chairman, FIDIC Contracts Committee; Advisor, SWECO International, UK
- **Peter Wolrich**, Draftsman of the ICC ADR Rules; Chairman, ICC Commission on Arbitration; Managing Partner, Paris Office, Curtis, Mallet-Prevost & Mosle

* *Invited*

Logistical note

Dates

Saturday 9 - Sunday 10 April 2005

Venue

**Semiramis Intercontinental Hotel
Corniche El Nil, Cairo 11511, Egypt**

International construction contracts and dispute resolution

Working languages

English and Arabic with simultaneous interpretation

Please note

The FIDIC Contract Guide will be referred to throughout the conference. Each participant is advised to have a copy. The guide contains the full texts of the FIDIC Construction, Design-Build and EPC/Turnkey contracts.

Copies can be ordered for delivery at the conference at the normal cover price (170 Euros) without delivery and handling charges. Please contact the FIDIC Bookshop **www.fidic.org/bookshop**; Tel.: +41 22 799 49 00; Fax: +41 22 799 49 01; E-mail: fidic.pub@fidic.org or order and pay online (*immediately by credit card or on receipt of a proforma invoice*) at **www.fidic.org/cairo2005**.

Arabic and English editions of the contracts are also available as separate publications.

Registration

- *Easier and faster*: **Registration and payment online at www.iccconferences.com**
- or
- complete and return the registration form indicating method of payment, and:
E-mail: conf@iccwbo.org Post: ICC Conferences
Fax: +33 1 49 53 29 42 International Chamber of Commerce
Phone: +33 1 49 53 28 69 38, Cours Albert 1er, 75008 Paris, France

Registration will be confirmed upon receipt of the registration form and contribution to costs.

Travel and accommodation

Participants are responsible for making their own travel and hotel arrangements. A hotel registration form for the Semiramis Intercontinental Hotel, with which ICC has negotiated preferential room rates, will be sent upon receipt of the registration form and the contribution to costs.

Sponsorship opportunities

Companies that choose to become Conference Sponsors are given many opportunities to profile their business. They will receive maximum exposure during the event. If your company is interested in sponsoring this conference, please contact Dorothy Cross at ICC, **dcc@iccwbo.org**, Telephone +33 1 49 53 28 69.

Publications

ICC International Court of Arbitration Bulletin

Since 1990, the ICC International Court of Arbitration Bulletin has been providing businesses and their lawyers with in-depth information on ICC dispute resolution services and arbitration law in general. Published twice yearly, the Bulletin contains commentaries, extracts from previously unpublished ICC arbitral awards, and ICC documents. Both procedural and substantive issues are covered, including those relevant to the construction sector. For more information and for a full list of contents of back issues and special supplements, visit **www.iccbooks.com** or contact Service Bulletin Telephone +33 1 49 53 29 52 Fax: +33 1 49 53 57 74; E-mail: bulletin@iccwbo.org

The International Construction Law Review *Edited by Judge Humphrey Lloyd QC and David Wightman*

The International Construction Law Review examines new developments worldwide and features comprehensive reports and articles. The editors are assisted by a distinguished advisory board and a team of dedicated international correspondents based in over twenty countries. A subscription offers you information on a wide range of issues including Arbitration and other forms of dispute resolution, alternatives to the FIDIC conditions and much more.

For more information E-mail: clare.bendon@informa.com or visit **www.informalaw.com/iclr**

Registration form

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Register online
www.iccconferences.com

or complete and return to:

conf@iccwbo.org

Fax: +33 1 49 53 29 42

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Cairo, Egypt**

Event

International construction contracts and dispute resolution

Participant
information

(Please print clearly)

Title (Mr/Dr/Mrs/etc.)

Family name First/given name

Position

Company

Address

City/state Zip/postal code

Country E-mail

Phone (.....) Fax (.....)

Companion

Family name First/given name

(Please check the appropriate box)

830 Euros for ICC & FIDIC members

980 Euros for non-members

50 Euros for companion

..... TOTAL

Contribution
to costs

The contribution to costs covers all conference activities, two working lunches, contact breaks and a dinner cruise.

The companion fee provides for the dinner cruise. Sessions and networking lunches are restricted to participants only.

Method
of payment

By credit card: American Express Euro/MasterCard Visa

Card number Expiry date

Name of cardholder

By cheque:

Payable to "International Chamber of Commerce" bearing the reference "ICC S0503" and indicating clearly the participant's name.

Should you need an invoice, please check box

Registration will be confirmed upon receipt of this completed registration form and contribution to costs.

Cancellations

40% of the contribution to costs will be refunded for any cancellation received in writing by ICC Conferences prior to **Friday 11 March 2005**. No refund can be made for cancellations received after this date. You are welcome to send a substitute at any time. Please inform us if you plan to send a substitute. Updated registration materials will be required.

Date

Signature

The information you provide on this form will be used to compile the participants list for this event. By providing this information, you consent to ICC storing it in its database for the sole use of the ICC International Secretariat. You may have access to this information and request to have it deleted or corrected at any time by contacting ICC Conferences.