



# ICC-FIDIC CONFERENCE

INTERNATIONAL CONSTRUCTION  
CONTRACTS & DISPUTE RESOLUTION

**24-25 MARCH 2015**

**Bogota, Colombia**

Attend this ICC-FIDIC conference and engage in interactive debates with some of the world's leading construction practitioners.

## EARN up to

14.75 CLE credits    12 CPD hours

12.25 MCLE credits    12 CNB hours

## Who should attend?

Any practitioner involved in international construction contracts and disputes:

- engineers, contractors, in-house lawyers from construction companies;
- construction lawyers, arbitrators;
- mediators, experts, contract managers;
- financial institutions and Government entities involved in procurement.

# FIDIC CONTRACTS – CLAIMS AND DISPUTES UNDER INTERNATIONAL CONSTRUCTION CONTRACTS

DAY 1 24 MARCH

## › CHAIR OF THE FIRST DAY

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

08.00-09.00 › REGISTRATION

09.00-09.15 › WELCOME ADDRESS AND INTRODUCTION TO ICC COLOMBIA

**Rafael Bernal Gutiérrez**, Vice-President, Centro de Arbitraje y Conciliación, Cámara de Comercio de Bogotá, Colombia

**Gustavo Andreas Piedrahita**, Secretary General, ICC Colombia

09.15-09.30 › WELCOME BY THE CHAIRMAN OF THE FIRST DAY

09.30-11.30 › INTRODUCTION TO FIDIC AND ITS FORMS OF CONTRACT

- Background and principles of the FIDIC forms of contract
- Description and comparison of the Red, Yellow, Gold and Silver Books
- Documents forming FIDIC forms
- FIDIC Procurement Procedures Guide

**François Baillon**, FIDIC Commercial Director, Geneva

**Pablo Laorden**, Managing Partner, Lámbal Abogados, Spain

**Jorge Díaz Padilla**, Past President, FIDIC; CEO, Systec, Mexico

**Christopher Seppälä**, Chair of the first day

11.45-13.00 › COMPARISON BETWEEN FIDIC FORMS OF CONTRACT AND OTHER REGIONAL MODEL CONTRACTS

- Overview of mostly used model contracts in the Americas
- Comparative advantages of FIDIC contract forms in relation to other forms used in the Americas
- Dangers and pitfalls of modifying the FIDIC contract forms

**Ricardo Izeta**, General Counsel, Coordination of thermoelectric projects, Comisión Federal de Electricidad, Mexico

**Rafael Marinangelo**, Attorney at Law, Marinangelo e Aoki Advogados, Brazil

**Antonio Fernando Mello Marcondes**, Partner, LO Baptista Advogados Associados, Brazil

**Joseph Moore**, Attorney at Law, Clyde & Co US LLP, United States

13:00-14:30 › LUNCH

14.30-15.45 › CLAIMS AND DISPUTE RESOLUTION PROCEDURES UNDER FIDIC CONTRACTS

- Contractor's and Employer's claims
- Claims procedure under FIDIC Contracts
- The engineer's role in relation to claims
- Introduction and development of the FIDIC Dispute resolution procedures
- Relationship between Dispute Boards, Amicable Settlement and Arbitration

**Murray Armes**, Director, Sense Studio Limited, United Kingdom

**Cecilia Misu**, Founder, CMSQUARE UG; Lead Contract Manager, Siemens AG, Germany

16.15-17.30 › ADVANTAGES OF DISPUTE ADJUDICATION BOARDS IN INTERNATIONAL PROJECTS

- Introduction to Dispute Adjudication Boards under FIDIC
- Present status and prospects of Dispute Adjudication Boards in Latin America
- Overview of recent infrastructure projects opting for FIDIC DABs

**Jaime Gray**, Partner, NPG Abogados, Peru

**Christopher Miers**, CEO, Probyn Miers, United Kingdom

COCKTAIL RECEPTION

# ICC ARBITRATION IN CONSTRUCTION MATTERS

DAY 2 25 MARCH

## › CHAIR OF THE SECOND DAY

**Fernando Mantilla-Serrano**, Partner, Latham & Watkins, France; Member, ICC International Court of Arbitration

## 09.30-09.45 › WELCOME BY THE CHAIRMAN OF 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.

## 09.45-11.00 › CLAIMS MANAGEMENT

- Good contract administration
- Notices and time bars
- Keeping contemporary records
- Collection of the evidence

**Akram Atallah**, Senior Managing Director, Construction Solutions, FTI Consulting, Brazil

**Eric Alexander Britton**, Founding Partner, Infante & Perez Almillano, Panama

**Jaime Gray**, Partner, NPG Abogados, Peru

**Cecilia Misu**, Founder, CMSQUARE UG; Lead Contract Manager, Siemens AG, Germany

## 11.15-12.45 › LEGAL THEORIES APPLICABLE TO CONSTRUCTION DISPUTES IN LATIN AMERICA

- Private and public contracts
- The importance of choice of law
- Hardship and “*théorie de l'imprévision*”
- *Le fait du Prince*
- *Force Majeure*
- Use of UNIDROIT principles

**Juan Pablo Cárdenas**, Arbitrator; Professor of Contracts, Colombia

**Juan Eduardo Figueroa Valdes**, Partner, Figueroa, Illanes, Huidobro & Salamanca, Chile

**Gilberto José Vaz**, Principal, José Vaz Advogados, Brazil

## 12.45-14.15 › LUNCH

## 14.15-15.45 › JURISDICTIONAL ISSUES IN CONSTRUCTION ARBITRATIONS

- Issues related to multi-party/multi-contract arbitration in the context of construction disputes
- Conflict of jurisdiction between arbitrators, dispute boards and experts
- Application of the 2012 ICC provisions on joinder, multiple parties, multiple contracts and consolidation to the FIDIC contracts

**Tony Dymond**, Partner, Debevoise & Plimpton, United Kingdom

**José Ricardo Feris**, Deputy Secretary General, ICC International Court of Arbitration, Paris

**Eduardo Zuleta**, Partner, Gomez-Pinzón Zuleta Abogados, Colombia

## 16.15-17.45 › EFFECTIVE MANAGEMENT OF CONSTRUCTION ARBITRATION

- Strategic considerations, settlement negotiations and arbitration
- Length and scope of the Request of Arbitration
- Early determination of issues and bifurcation
- Cost/benefit analysis in production of evidence

**Claudia Benavides Galvis**, Partner & Head, Dispute Resolution Practice Group, Baker & McKenzie, Colombia

**Juliana Castillo Rincón**, Deputy Counsel, ICC International Court of Arbitration, Paris

**Luis Enrique Graham**, Partner, Hogan Lovells BSTL, S.C., Mexico

**Alejandro Linares**, General Counsel, Ecopetrol, Colombia

## 17.45-18.00 › CLOSING OF THE CONFERENCE BY THE CONFERENCE CHAIRS

**Fernando Mantilla-Serrano**

**Christopher Seppälä**

# LOGISTICAL NOTE

## › DATES

24-25 March 2015

## › VENUE

Cámara de Comercio de Bogotá, Auditorio Piso -1 | Calle 67 # 8 - 32, Sede Chapinero, Bogotá D.C - Colombia

## › REGISTRATION FEES

<b>EARLY BIRD RATE UNTIL 20 FEBRUARY 2015</b>		<b>US\$559</b>
<b>AFTER 20 FEBRUARY 2015</b>	ICC MEMBERS	<b>US\$639</b>
	NON-MEMBERS	<b>US\$799</b>

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

Registration fees include all conference documentation, coffee breaks, lunches and cocktail reception.

## › SPECIAL DISCOUNTS

**ICC Members** may benefit from an extra 5% discount. Please contact your local NC to obtain your discount code.

**Group rates:** Register five persons from the same company and pay for four.

**In-house Counsel, full time Academics, Government representatives** may benefit from a 30% discount. Please contact [events@iccwbo.org](mailto:events@iccwbo.org) for more details.

## › HOW TO REGISTER

Easier and faster: register online (secured payment by credit card) at [www.iccevents.org](http://www.iccevents.org)

Or return the registration form indicating method of payment to:

E [events@iccwbo.org](mailto:events@iccwbo.org)

T +33 (0)1 49 53 28 67 F +33 (0)1 49 53 30 30

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

Travel and hotel expenses are not included.

Participants are responsible for making their own arrangements and reservations. A hotel reservation form/unique group code for online reservations at the **Hilton Bogota**, with which ICC has negotiated a preferential rate of **US\$244** (+16% tax), 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. As they will be distributed on a "first-come, first-served" basis, we recommend that you make your reservation ASAP. All room reservations must be guaranteed by a credit card.

The **pre-reservation cut-off date is 20 February 2015**. Hotel reservations received after 20 February will be accepted on a space and/or rate available basis only.

## › VISA

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 and Spanish. Simultaneous interpretation will be provided.

## › 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 will be 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.

## › SPONSORSHIP OPPORTUNITIES

This conference offers you an unrivaled opportunity to build worldwide partnerships. Partnering will get you visibility with the major decision makers in global business and/or within the international construction network. For further information please contact Ms Luz Rodriguez at: [luz.rodriquez@iccwbo.org](mailto:luz.rodriquez@iccwbo.org)

## › CANCELLATION POLICY

50% of the registration fee will be refunded if notice of cancellation is received in writing before **24 February 2015**. 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.

## › DISCLAIMER

The photos and audiovisual recordings taken at this meeting/event may be used and published by ICC, its subsidiaries or affiliates, for informational or promotional purposes in printed materials or online, including on ICC websites and in social media. Participation in the meeting/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

# REGISTRATION FORM

S1505 ICC-FIDIC CONFERENCE ON INTERNATIONAL CONSTRUCTION CONTRACTS AND DISPUTE RESOLUTION  
BOGOTA, COLOMBIA 24-25 MARCH 2015

## ▶ PARTICIPANT INFORMATION (PLEASE PRINT OR TYPE)

Title (Mr/Dr/Mrs/etc.) ..... Family name .....

First/given name.....

Position..... Company .....

Address.....

City/state.....Zip/postal code .....

Country.....

E-mail .....

Phone .....Fax.....

## ▶ REGISTRATION FEES

**EARLY BIRD RATE UNTIL 20 FEBRUARY 2015**  **US\$559**

**AFTER 20 FEBRUARY 2015**

ICC MEMBERS  **US\$639**

NON-MEMBERS  **US\$799**

exemption - French Tax Code, Article 259A5°

Special code (NC, etc.) .....

## ▶ METHOD OF PAYMENT American Express Euro/MasterCard Visa)

Card number .....

Expiry date.....Name of cardholder.....

## ▶ BY BANK TRANSFER: LCL

**Account No.** 0000060021B Clé RIB 64 **Bank Code** 30002 **Branch Code** 04866 **Swift:** CRLYFRPP  
**IBAN:** FR61 3000 2048 6600 0006 0021 B64

Please indicate the reference "**S 1505**" and the name of the participant. Date.....

Please note that transfer fees charged by the bank must be covered by the participants themselves. 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 'informatique 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 [registrations@iccwbo.org](mailto:registrations@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 indicate if you wish to receive commercial offers from associated organizations, including in particular ICC National Committees: Yes  No

### Disclaimer

The pictures and footage taken by ICC staff or photographer at this event may be used, without further notification, at a later date within printing and online materials such as brochures, marketing tools, social media and the ICC website. Registration implies that you accept this disclaimer unless ICC Services receives written notification from you stating the contrary.

## The International Court of Arbitration®

Established in 1923 as ICC's arbitration body, the International Court of Arbitration pioneered international commercial arbitration as it is known today, initiating and leading the movement that culminated in the adoption of the New York Convention, the most important multilateral treaty on international arbitration.

The Court is one of the world's most experienced and renowned international arbitration institutions. Working closely with its Secretariat, the Court's primary role is to administer ICC Arbitrations.

The Court performs the functions entrusted to it under the ICC Rules of Arbitration available upon request from the Court.

The Court provides parties with a flexible and neutral setting for dispute resolution. It offers confidentiality and extraordinary freedom for parties to choose the framework for how and where they want to resolve their dispute. While the dispute itself is resolved by independent arbitrators, the Court supervises the process from beginning to end, increasing the quality of the process and enforceability of the awards.

Members of the ICC Court are appointed by the ICC World Council on the proposal of national committees and groups. To date, the Court has 190 appointed members. The Court members' diverse professional, legal and cultural background brings richness to the Court's daily work and decision making process.

The Court's Secretariat, headed by a Secretary General, comprises a permanent staff of more than 80 lawyers and support personnel of 30 different nationalities, mastering around 30 languages.

The Secretariat is divided into nine case-management teams, seven based in Paris, one in New York and another in Hong Kong.

Since its inception, the Court has administered over 20,700 cases involving parties and arbitrators from some 180 countries.

For more information visit: [www.iccarbitration.org](http://www.iccarbitration.org)

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 constituent national associations. FIDIC membership represents more than 99 countries and most of the practising consulting engineers in the world. <http://www.fidic.org/>

### SPONSORS

**Debevoise  
& Plimpton**

**F T I**  
CONSULTING

**Holland & Knight**

**driver**  
ANALYSIS  
ACTION  
RESOLUTION **trett**

### SUPPORTED BY

**30 años** Centro de Arbitraje y Conciliación **CC** Cámara de Comercio de Bogotá

**ICC** COLOMBIA  
INTERNATIONAL  
CHAMBER OF COMMERCE

**ICC** INTERNATIONAL  
CHAMBER  
OF COMMERCE  
The world business organization

33-43 Avenue du Président Wilson, 75116 Paris, France  
[www.iccwbo.org](http://www.iccwbo.org)