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## Getting your clause into FIDIC Construction and Engineering Group Webinar

**Tuesday 29 January 2008  
1500-1600 GMT**

**Speakers:**

**Nick Henchie**  
Partner, Mayer Brown, London

**Jonathan Hosie**  
Partner, Mayer Brown, London

### **Getting your clause into FIDIC**

With the continued prominence in the use of the FIDIC Conditions of Contracts on international infrastructure projects, Mayer Brown's Construction & Engineering Group invites you to join us in thinking creatively about getting the most out of your FIDIC contract.

### **Fitting your FIDIC Conditions to your chosen procurement route**

The dilemma for clients and contractors alike is how to fit the FIDIC Conditions of Contract for lump sum (Red Book), D&B (Yellow) or Turnkey (Silver) when the conditions of the site and finalised engineering is incomplete but the parties wish to enter into contract. Is there any option but for the client to pay a premium and for the contractor to price the risk? The market has developed long lead procurement routes, with Front End Engineering Design feeding into a lump sum, turnkey solution. Converting from FEED to lump sum/turnkey may be achieved in a number of ways and we shall be examining the formulaic and the process route and pointing to refinements that may need to be considered when using the FIDIC Conditions.

### **Impact of choice of law**

English law is often the chosen law for FIDIC forms but if some other law is chosen, there are some important questions to be asked. Features of a FIDIC contract that, under English law, can so easily be taken for granted, might just become a minefield under another legal system. What sort of questions should you be asking? We shall be looking at the impact of different governing laws on the limitation of liability provisions and suggesting some solutions.

### **Turning silver into gold?**

The FIDIC Silver Book has been the subject of much debate and discussion but, when it comes to using it for a project is it just a starting point, to be shaped into what really reflects the parties' requirements, or is it a text to which the parties must mould their agreement? Is it a form in need of alchemy or a sacred text? And if the answer is alchemy what is the formula? We shall be looking at improvements that can be taken from the new FIDIC Gold Book (for Design Build Operate projects) and considering

which of its new features might be adopted for Turnkey projects under FIDIC Silver (and which to avoid).

We very much hope that you will be able to join us for this web briefing. If you would like to participate, please reply by return of this email to [promotionresponse@mayerbrown.com](mailto:promotionresponse@mayerbrown.com) or telephone Harry Lau on: +44 (0)20 7782 8527.

**How to access the Webinar:**

The visual portion of the presentation (PowerPoint slides) may be accessed through the Internet; the audio portion of the presentation may be accessed via the telephone. Details about logging on to both portions of the webinar will be circulated to all acceptances approximately a week before the event.

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