

LONDON, UNITED KINGDOM

4TH - 5TH OF OCTOBER 2018

4TH Annual GLOBAL EPC CONTRACT & RISK MANAGEMENT CONFERENCE



EXPECTED SPEAKERS:

 CHAIR Professor Renato Nazzini Professor of Law	 Karin Griggel General Counsel, Engineering Linde AG	 Jasmin Kaboni-Voit Senior Legal Counsel RWE Supply & Trading GmbH	 Eric Eggink Director Technip Ships (Netherlands) B.V.	 Tim Cummins President IACCM	 John Thropp Co-founder & Senior Advisor The Project Gearbox
 Peter Absalom Chairman and CEO RCCG Limited	 Correy Connaway International Project & Construction Manager - Power Systems & Infrastructure Parsons Corporation	 Anton van der Steege Global Cost Lead Fluor	 Matthew Smith Partner K&L Gates LLP	 Markus Lingl Senior Counsel, Engineering Division Linde AG	 Jacques Andy Isabelle Head of Legal - EMEA & Americas Neoen
 Elizabeth Gage Assistant General Counsel Kiewit Corporation	 Jonathan Hosie Partner Mayer Brown International LLP	 Nicholas Gould Visiting Professor King's College London	 Lidia Stepanyuk-Lloyd Deputy Department Head Project Controls & Estimating Fluor	 Alexander Kruse Managing Director Carneades Project Services GmbH	 Talitha Fernandez Senior Counsel and Compliance Officer VTTIB. V.
 Alessio Pennati Project Planning and Cost Control ENEL Green Power Italia	 Allison Sandle Director and General Counsel EnergD Ltd	 Golnar Assari Legal Consultant A&H Legal			

INTRODUCTION

With the booming of information technology, globalisation, start-ups etc, EPC projects nowadays are increasingly becoming more complex. Implementation on a much larger scale and with larger contract values, companies handling EPC projects must set a clear strategy on drafting, managing and negotiation the contracts in order to prevent costly delays, cost overruns, disputes and liabilities.

Corporate Parity's 4th Annual Global EPC Contract and Risk Management Conference is aimed at gathering top-notch key leaders from the industry and providing a platform for them to share their unique knowledge from their career with real-life case studies, a channel to discuss the latest challenges, trends and strategies, and the valuable opportunity to network with these prominent leaders. This year we have brought up-to-date and most-demanded topics which cover contract drafting, negotiation, project execution, claims and dispute. Equip yourself with the best utilisation of all tools will ensure mutual profit and benefits.



WHO SHOULD ATTEND

HEADS, VICE PRESIDENTS, DIRECTORS, MANAGERS AND SENIOR LEGAL COUNSEL FROM CONTRACTING COMPANIES INVOLVED IN ENGINEERING, PROCUREMENT AND CONSTRUCTION PROJECTS WITH RESPONSIBILITIES IN THE FOLLOWING AREAS:

- Contract Management
- Contract Drafting / Writing
- Contract Negotiation
- In-house Counsel
- Commercial Procurement
- Supply Chain Management
- Purchasing
- In-house Counsel
- Senior Counsel
- Contracts Advisor
- Transactional Attorney
- Managing Counsel - Commercial
- Contract Drafting / Writing
- Contract Negotiation
- Law firms specializing in Engineering
- Procurement and Construction contracts
- Partner
- Senior Lawyer
- Legal Advisor

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08.30 REGISTRATION AND MORNING COFFEE

08.50 OPENING ADDRESS FROM THE CHAIRPERSON

UTILISING EFFECTIVE PREPARATION AND DRAFTING TECHNIQUES TO ACHIEVE OPTIMAL RESULTS

09.00
CASE STUDY

CASE STUDY: WHAT MAKES MAJOR PROJECTS SUCCESSFUL?

IACCM has been undertaking extensive research into successful EPC projects, to understand what common factors underlie that success. Our focus has included areas such as the contract and relationship model, the contracting strategy for managing the supply ecosystem, allocations of risk, impact of measurements and KPIs, the role of technology in governance and performance management. In the presentation, we will share insight to the approaches that influence successful outcomes - on time, on budget and to specification.



Tim Cummins
President
IACCM

EFFECTIVELY NEGOTIATING CONTRACT TERMS AND REGULATIONS IN MEETING LONG-TERM OBLIGATIONS

09.40
CASE STUDY

EPC CONTRACTING: FROM CONCEPTION OF THE PROJECT TO DELIVERY OF THE PROJECT

- Setting the Project Objectives
- Contract Drafting, Negotiation and Management
- Project Delivery



Eric Eggink
Director
Technip Ships (Netherlands)
B.V.

10.20 COFFEE BREAK

10.40

PANEL DISCUSSION

SELECTING THE BEST CONTRACT STRATEGY TO ENSURE A BEST-CASE SCENARIO DURING NEGOTIATION

- Adopting an appropriate contract strategy to reach realistic goals
- Identifying appropriate time schedules to avoid lost time on projects
- Capitalising the experience and knowledge of counsel and EPC firms to make a focused plan
- Preventative process streamlining in order to work smarter
- Keeping final design in mind while negotiating with contractors

 Kiewit	Elizabeth Gage Assistant General Counsel Kiewit Corporation
 the project gearbox	John Thropp Co-founder & Senior Advisor The Project Gearbox

	Talitha Fernandez Senior Counsel and Compliance Officer VTTI B. V.
	Golnar Assari Legal Consultant A&H Legal

11.20

CASE STUDY

ANALYSING THE FRONT END ENGINEERING DESIGN (FEED) PHASE OF EPCS AND NOTING HOW A SUPERIOR FEED ASSISTS IN THE NEGOTIATION PROCESS

- Covering major and/or minor issues surrounding different aspects of the project
- Avoiding significant mid-way changes that could potentially harm project progression
- Enhancing specific project requirements and direct parties to certain assignments

 the project gearbox	John Thropp Co-founder & Senior Advisor The Project Gearbox
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12.00

LUNCH

UNDERSTANDING THE PROCESS OF STREAMLINING EPC PROJECT EXECUTION

13.00

CASE STUDY

SUCCESSFUL MANAGEMENT OF EPC CONTRACTS AND DISPUTE RESOLUTION STRATEGIES

- EPC contracts and their risk allocation
- Causes of conflict, claim and dispute
- Aligning your documentation as part of a risk allocation and dispute avoidance strategy
- Managing your project using key steps for success: establishment, progress, change management
- Dispute avoidance and dispute management

 KING'S College LONDON	Nicholas Gould Visiting Professor King's College London
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13.40
CASE STUDY

DISCOVERING COST OPTIMISATION OPPORTUNITIES FOR EPC PROJECTS AS AN INTEGRATED APPROACH TO EPC PROJECT EXECUTION

- Problem statement - Large EPC project experience cost over-run
- Causes of this problem (selected for the presentation)
 - Baseline & Scope Management
 - Individual gains vs common goal
 - Communication - complex projects with many parties
- Solutions
 - Project Structuring
 - Artificial Intelligence for project predictability
 - Alliance approach

JOINT	
 <p>Anton van der Steege Global Cost Lead</p>	 <p>Lidia Stepanyuk-Lloyd Deputy Department Head Project Controls & Estimating</p>

MITIGATING RISKS AND DEVELOPING EPC ON A GLOBAL LEVEL TO BENEFIT OWNERS AND CONTRACTORS

14.20
CASE STUDY

CASE STUDY: STRUCTURING AND STRATEGIES OF LICENSING CONCEPTS OF T-EPC CONTRACTS

- General concept of technology driven EPC contracts (tEPC)
- Major terms in tEPC contracts to mitigate risk related to ownership of know-how (definitions, confidentiality, license terms)
- Overview of possible licensing concepts "Pass-through-license", "super-license", assignment vs sub-licensing

JOINT	
 <p>Karin Griggel General Counsel, Engineering Linde AG</p>	 <p>Markus Lingl Senior Counsel, Engineering Division Linde AG</p>

15.00 COFFEE BREAK

15.20
PANEL DISCUSSION

DEBATING COMMERCIAL RISK TRANSFER AND ITS ALTERNATIVES IN DIFFERENT TYPES OF EPC PROJECTS

- Evaluating risks that cannot be allocated
- Is the risk bearable, insurable, or transferable?



Talitha Fernandez
Senior Counsel and Compliance Officer
VTTI B. V.



Elizabeth Gage
Assistant General Counsel
Kiewit Corporation



Tim Cummins
President
IACCM



Nicholas Gould
Visiting Professor
King's College London



Lidia Stepanyuk-Lloyd
Deputy Department Head Project Controls & Estimating
Fluor

EXPLORING ISSUES SURROUNDING FINANCING PROJECTS

16.00
CASE STUDY

LOWERING OWNERS' COSTS THROUGH RISK SHARING AND EXAMINING THE EPC'S "BANKABILITY"

- Maintaining the delicate balance between Owner's contingency and EPC's contingency
- Defining key terms and conditions that all lenders need to ensure are in place for "bankability"
- Addressing an innovative technology with the lenders through an EPC guaranteed wrap
- Worldwide availability of funding and the value chain proposition – providing lenders comfort

NEOEN

Jacques Andy Isabelle
Head of Legal - EMEA &
Americas
Neoen

16.40
CASE STUDY

WHAT MAKES AN ARBITRATION A QUALITY EXPERIENCE AND WHAT YOU SHOULD KNOW ABOUT INVESTMENT TREATY PROTECTION

- Arbitration versus Litigation in cross border relationships
- Complex arbitrations: Important aspects and lessons learned
- Investment Treaty Protection: Statistics, Protection, ECJ decision "Achmea"

RWE

Jasmin Kaboni-Voit
Senior Legal Counsel
**RWE Supply & Trading
GmbH**

17.20 CLOSING REMARKS

19.00 NETWORKING DINNER

08.00 REGISTRATION AND MORNING COFFEE

08.20 OPENING ADDRESS FROM THE CHAIRPERSON

FUTURE OF EPC IN THE ENERGY SECTOR

08.30
KEYNOTE

“WHEN MEGA BECOMES GIGA” IN THE CONTEXT OF TODAY’S MARKET?

- Varied contract & Risk Profile



Peter Absalom
Chairman and CEO
RCCG Limited

09.10
PANEL DISCUSSION

CONTRACT MODELS ALTERNATIVE TO STANDARD EPC CONTRACTS (SPLIT CONTRACTING, EPCM)

- Pros and cons from both Owner and Contractor’s perspectives



Jacques Andy Isabelle
Head of Legal - EMEA &
Americas
Neoen



Matthew Smith
Partner
K&L Gates LLP

09.50 COFFEE BREAK

10.10
CASE STUDY

EXECUTING EPC PROJECTS IN DEVELOPING MARKETS

- Challenges, barriers, Insights, opportunities, and risks
- Collaboration with local institutes and Government and comply to local regulations and policies
- Dealing with startup’s and small contractors



Correy Connaway
International Project &
Construction Manager - Power
Systems & Infrastructure
Parsons Corporation

10.50
CASE STUDY

CONTRACTING & PROCUREMENT STRATEGIES FOR RENEWABLE ENERGIES AUCTIONS AND TENDERS

- Procurement pre and post award: options and method
- “ITT light” versus framework agreements
- Drivers for efficiency in highly competitive tenders



Alexander Kruse
Managing Director
**Carneades Project
Services GmbH**

KEY ASPECTS OF CONTRACTING A MEGA-PROJECT

11.30
CASE STUDY

MANAGING A MEGA PROJECT

K&L GATES

Matthew Smith
Partner
K&L Gates LLP

12.10 LUNCH

MITIGATING AND MANAGING CLAIMS: HANDLING AN EPC CONTRACT TODAY

13.10
CASE STUDY

LIABILITY ARRANGEMENTS IN EPC CONTRACTS - INDEMNITIES, LIABILITY CAPS AND INSURANCE PROVISIONS

- Risk allocation under the EPC contract model including Project Finance
- The effect of typical indemnity arrangements under EPC contracts
- Which indemnities may be backed by project insurances and which are uninsured
- What liabilities can be capped
- Risk sharing arrangements and risk allocation

MAYER · BROWN

Jonathan Hosie
Partner
Mayer Brown
International LLP

DISPUTE RESOLUTION & OTHER LEGAL ASPECTS IN EPC AGREEMENTS

13.50
PANEL DISCUSSION

CONTRACT ADMINISTRATION, DISPUTE AVOIDANCE AND RESOLUTION FROM AN INTERNATIONAL CONTRACTOR'S PERSPECTIVE

- Critical areas of contract administration including optimisation opportunities and common pitfalls to avoid
- The latest trend in dispute management and avoidance

MAYER · BROWN

Jonathan Hosie
Partner
Mayer Brown
International LLP

RWE

Jasmin Kaboni-Voit
Senior Legal Counsel
RWE Supply & Trading
GmbH



Allison Sandle
Director and General Counsel
EnergD Ltd

14.30 COFFEE BREAK

NAVIGATING CHANGE MANAGEMENT AND NEGOTIATION BY READYING SOLUTIONS

14.50
CASE STUDY

TACKLE CULTURAL AND COMMUNICATION PROBLEMS WITH DATA IN PROJECT PLANNING

- To communicate the stakeholders worldwide with data
- Challenges faced with communicating with local community and government when carry out offshore project
- Tactics to solve these problems



Alessio Pennati
Project Planning and
Cost Control
ENEL Green Power Italia

15.30
PANEL DISCUSSION

UTILISING LESSONS LEARNED FROM PAST PROJECTS AND POST-LITIGATION TO CREATE A PATH TO PROACTIVE TROUBLESHOOTING FOR FUTURE DISPUTE RESOLUTION

- Deliberating terms and obligations that could be added to the future EPC contract to highlight project goals
- Minimising unresolved conflict disputes to avoid project delay
- Maintaining success and reputation post-litigation to optimise past and future stakeholder and client participation
- Balancing and resolving diverse disputes, from personal injury to operation disruption

To Be

16.10 CLOSING REMARKS

END OF CONFERENCE

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Tel.: +44 203 129 1774

E-mail: ruth.james@cpsummits.com

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