



APPLICATION DEADLINE:  
**21st JANUARY 2022**

Master of Business Engineering (MBE)

# International Construction Practice and Law

Part-time programme – tailored specifically for those in full-time employment

**Choose your method of study:**

- **Face to face**, come to Stuttgart for a 3 day programme once a month, or;
- **Virtually**, view the live seminars streamed direct to your web browser



Faculty includes:



**Prof. Janet Walker**  
Arbitration Place



**Prof Stefan Leupertz**  
Leupertz  
Baukonfliktmanagement



**Nicholas Gould**  
Fenwick Elliot



**Mark Roe**  
Pinsent Masons



**Dr Wolfgang Breyer**  
Breyer Rechtsanwälte



**University of Stuttgart**  
Germany

Enquiry hotline: +44 (0)20 7017 4483

Email: [stuttgart@informa.com](mailto:stuttgart@informa.com)

Visit: [www.informacconnect.com/mbe-international-construction-practice-and-law](http://www.informacconnect.com/mbe-international-construction-practice-and-law)

*Programme commences:*

**May 2022**

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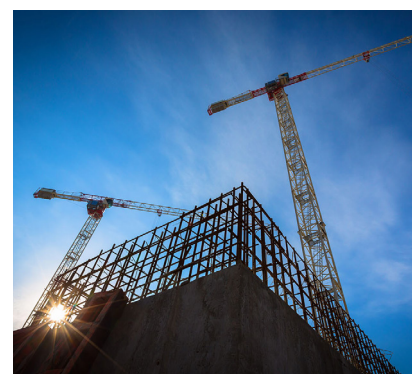
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## Media Partners

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*Gain a competitive  
advantage in today's  
job market from  
one of Europe's leading  
centres of engineering  
excellence*



## QUICK FACTS

Degree	MBE (Master of Business Engineering)
Duration	4 semesters (2 years) - Part-time
Total	120 ECTS (European Credit Transfer System) credits
Language	English
Start Date	May 2022
Presence Time	1 study block per month (Thursday to Saturday). Attendance can be in person at the University of Stuttgart or virtually with live streamed content from the study blocks in Stuttgart.



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## WHY YOU SHOULD STUDY THIS PROGRAMME:

- Flexible delivery options including the choice to attend study blocks in person at the University of Stuttgart or virtually, viewing the content from the seminars direct to your web browser.
- The only International Construction Law Masters programme offered in mainland Europe.
- A truly international construction Law programme with an in-depth focus on both Common construction law AND Civil (English) construction law.
- Numerous top ranking Construction Law and Practice lecturers from both Common and Civil law jurisdictions.
- Emphasis on International forms of construction contract, particularly FIDIC, and how they operate under the Civil and Common law.
- Theory meets practice - in-depth analysis of differing legal systems and contracts, pricing and claim practice, delay and disruption and international construction arbitration.

## MEMBERS OF THE ADVISORY BOARD OF THE PROGRAMME:

Siemens

Breyer Rechtsanwälte

CEB

Zublin

M+W Group

werth-consult

Watt Tieder Hoffar & Fitzgerald  
LLP

Max Bögl

Stuttgart Airport

Fichtner

Clyde & Co

EDF

Drees & Sommer

Members of these organisations sit on the Advisory Board (i.e. programme advisory board) giving direction and shape to the programme. The inclusion of these leading construction, consultant and finance organisations in directing the Masters programme, ensures that the course **actually reflects what is required in the real world** of construction.



*Finally we have a Masters programme that brings together construction law in both Civil law and Common law jurisdictions, exactly what is required for students from internationally operating companies with global projects.*

**Christopher Philipsen**

*Partner and Managing Director, Drees & Sommer*

*The only Masters programme on mainland Europe that focuses on international construction and the only Masters programme that bridges the gap between practice and theory. Students will actually learn and apply international construction law and practice.*

**Stefan Kögl**

*Head of Building Solutions, Siemens AG, Siemens Real Estate*





# OVERVIEW OF THE MBE PROGRAMME

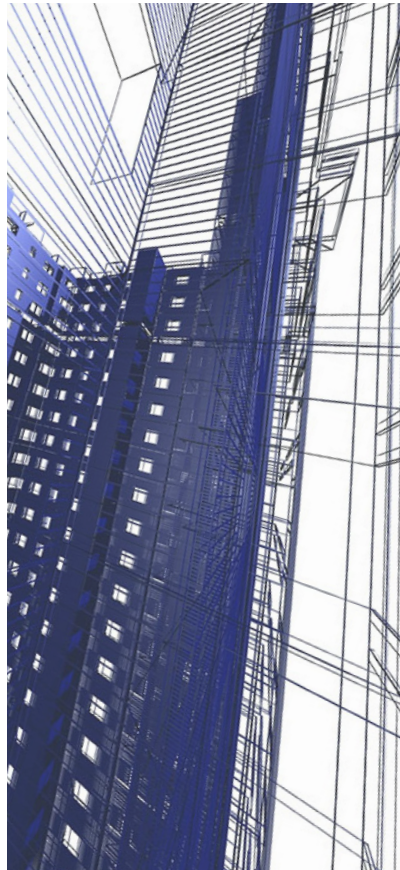
## The University of Stuttgart

is delighted to be teaching the Master of Business Engineering programme entitled: "International Construction: Practice and Law."

The programme was established by Dr Wolfgang Breyer who has been a pioneer in bringing together the Civil and Common law jurisdictions and acknowledged as one of the world's most experienced International Construction lawyers with particular expertise in FIDIC forms of contract. Dr Breyer is also a founding member and Chairman of the Anglo-German Construction Law Platform (AGCLP) and the International Construction Law Association (ICLA).

Thoroughly covering numerous aspects of international construction law, this programme is taught at the highest level of academic standards with a strong focus on practical construction examples and case studies.

Lectures are taught in English and the programme is designed for international students from any country.



The programme is flexible and tailored to meet the needs of students who may be working full-time or located on the construction site. Lectures are typically held once every month from Thursday to Saturday. If you are unable to attend in person you may attend the weekends 'virtually' instead as the lectures will be streamed live. Lectures are held by internationally renowned academic and professional experts who will convey a comprehensive understanding of research and practice. The programme will cover essential topics such as construction in Civil and Common law, national and international standard forms of construction contracts (especially FIDIC), construction project management, financing and organisation, contracts and torts liability as well as dispute resolution. Graduates of this programme will be able to analyse award procedures and construction processes from a legal perspective, to understand complicated construction law and to use this knowledge in their day-to-day operations.

## THE FIELD OF INTERNATIONAL CONSTRUCTION LAW

### The construction industry

is by far one of the largest industries worldwide, offering many different career opportunities.

Day-to-day construction issues are changing and require greater legal understanding. It has become imperative for professionals such as lawyers, architects and engineers in the industry to obtain specialised legal education to deal with increasing legal issues. For example, even before the project development and contract award phase, legal implications need to be considered together with economic and technical aspects. Understanding the complex legal framework is indispensable when negotiating contracts with participants in a construction project. Thus contractors, engineers and suppliers who were traditionally not involved in legal matters are now expected to deal with contracts drafting, negotiation

and implementation. From the first briefing with the design team until the completion of the construction project, numerous legal aspects must be considered, including design obligations of parties, completion, claims management and dispute resolution. Legal matters become particularly complicated in construction projects when participants are from different countries as the contractual relationships may be subject to differing legal systems. These are but a few examples of the complexities which professionals will most likely have to manage, hence the need for a specialised programme on international construction law bringing practice and theory together in the international construction industry.

**Discuss your needs, discuss your options...**

**Call: +44 (0)20 7017 4483 Email: [stuttgart@informa.com](mailto:stuttgart@informa.com)**



## WHY STUDY VIA THIS ROUTE?

This programme combines the 'best of both worlds' when studying for a part-time Masters programme. It allows you to study in part through the delivery of content and instruction via digital and online media, thus allowing you the flexibility of being able to study some elements of the programme when and where you choose. You will also either attend classroom teaching at the University of Stuttgart once a month from Thursday to Saturday or alternatively you will attend the weekend teaching 'virtually' with content being streamed live to you. Both of these options will ensure you have regular contact with tutors and fellow students and will ensure that you feel part of the course community and supported in your studies. You can continue to work full-time as you study and can apply your practical workplace experiences to your studies and vice versa. Throughout your studies, you will be supported by the finest international construction law academics and practitioners.

The University of Stuttgart places particular emphasis on state-of-the-art teaching methods. Over 1,000 courses offer accompanying learning materials on the internet, some of which are available entirely in multimedia format. The possible uses of these resources are as diverse as the courses at the university themselves.



## WHO IS THE PROGRAMME FOR?

*The programme is suitable for a range of professionals working in the construction industry such as construction, engineering, architecture or surveying alongside lawyers interested in specialising in international construction law. Typical job titles include:*

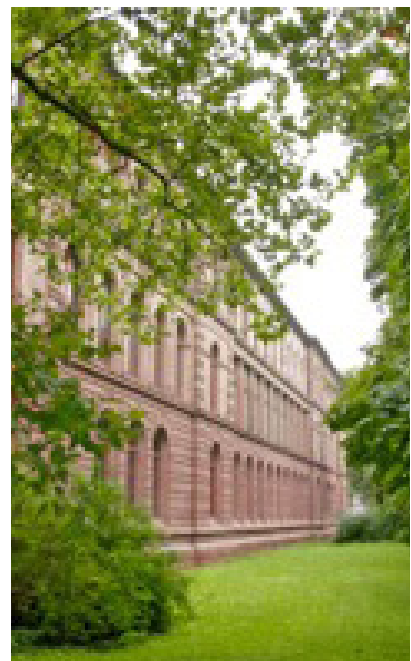
Building surveyors  
Business development  
Commercial positions  
Construction professionals  
Contracts managers  
Architects  
Engineers  
Planning managers  
Procurement and purchasing managers

Project managers  
Quantity surveyors  
Risk managers  
Arbitrators  
Solicitors  
General counsel  
In-house legal professionals  
Lawyers in private practice  
Barristers  
CEOs  
Managing Directors

*With leading barristers, lawyers, former judges, directors, engineers and construction personnel from around the world as lecturers, students receive stellar tuition directly from the experts in international construction.*

**Roland Pröger**

*Managing Director, Fichtner GmbH & Co. KG*



## THE UNIVERSITY OF STUTTGART: WHY STUDY HERE?

The University of Stuttgart is one of the most important universities with a science and engineering focus in Europe.

Founded in 1829, the former College of Technology has grown into a research-intensive university with a unique profile that concentrates on closely networking the disciplines of Engineering and Natural Sciences with the Humanities and Social Sciences.

The university offers students more than 60 study programmes, complemented by seven internationally oriented Masters courses taught in English. This includes the brand new International Construction: Practice and Law programme.

The excellent reputation of many study programmes attracts a global audience, with applicants representing more than 100 countries across the world.

## THE INSTITUTE OF CONSTRUCTION MANAGEMENT

The Institute of Construction Management was established in 1964 and is one of more than 20 institutes in the faculty of Civil & Environmental Engineering at the University of Stuttgart.

### Aims of the Institute:

- Place science and research in all areas of the construction economy and transfer them into the education of civil engineers.
- Create a close relationship between research and teaching.
- Maintain strong links to the construction industry.

“

*After delivering so many seminars on international construction, practice and law, it was apparent that students wanted a dedicated masters programme bringing together both Civil and Common law jurisdictions.*

*We merely created what the students and their employees wanted (and needed) and then got the leading experts in international construction practice and law to teach it. If you are in international construction or interested in learning everything (Civil and Common law) then this is your course.*

**Dr Wolfgang Breyer**  
Practice Director

”

## INFORMA CONNECT

Certain aspects of the enquiry and application processes are administered by Informa Connect.

Informa Connect works in partnership with leading academic bodies to assist in the provision of high quality postgraduate courses.





## COURSE TUTORS INCLUDE:

### Dr Wolfgang Breyer

Dr Wolfgang Breyer (Practice Director and creator of the Masters programme) is a leading German and international lawyer of the specialist construction law firm Breyer Rechtsanwälte (offices located in Germany, Austria and Romania). Dr Breyer is an expert construction lawyer and advises leading contractors, engineers and employers on some of the largest and most prominent construction and infrastructure projects in the Middle East, Asia, Eastern Europe, Africa and, of

course, Western Europe. Dr Breyer has an impeccable reputation for representing clients in international arbitration and adjudication proceedings (ICC, DIS, LCIA, UNCITRAL and other rules) and is an experienced adjudicator and arbitrator on both German and International disputes. Internationally known as a FIDIC expert he has performed (and created) countless seminars sharing his extensive practical and theoretical knowledge of FIDIC standard-form contracts, particularly

from the civil law perspective. Dr Breyer contributes habitually to leading construction law publications (German and International) and is chairman (and creator) of the International Construction Law Platform. Being no stranger to international and German rankings, Dr Breyer is noted in Best Lawyers (Germany), JUVE, Chambers & Partners and Legal 500 as an expert in construction law.

*Partner*

**BREYER RECHTSANWÄLTE**



### Prof. Rudi Klein

Rudi Klein is Chief Executive of the Specialist Engineering Contractors' (SEC) Group, an umbrella body representing the interests of 60,000 firms in the specialist engineering sector. He is also a barrister specialising in construction law.

He was actively involved in the piloting of the 'Construction Act' through the UK Parliament and originated Section 112 of the Act dealing with the right of suspension of construction contracts for non-payment. He campaigned for amendments to the Act to overcome weaknesses in the legislation.

When Part 8 of the Local Democracy, Economic Development and Construction Bill was introduced he drafted amendments which were debated in Parliament. An amendment on security for payment was lost by 69 votes in the House of Commons.

He is an adjudicator on the Adjudication Panel of the Chartered Institute of Building (CIOB). He has lectured extensively on legal and contractual matters.

He is an honorary member of the Society of Construction Law.

*Chief executive*  
**SEC GROUP**



Rudi has given advice to both the New Zealand and Singaporean Governments in the development of their respective construction contracts legislation. He has worked with Senator Quinn on the drafting of the Construction Contracts Bill. He was a member of a European Commission working party drafting a harmonised code of contract law for the European Union.

### Prof. Janet Walker

Janet Walker is one of the leading international dispute resolution specialists in Canada, based in Toronto and London. Janet has served as sole arbitrator, co-arbitrator and chair in numerous ICC and ICDR arbitrations and she is a founding member of organizations such as ICC Canada, Toronto Commercial Arbitration Society, CI Arb (Toronto Chapter), Young Canadian Arbitration Practitioners, and Arbitralwomen.

Janet authors the main private international law treatise in Canada and she has served as consultant and expert on many significant transnational dispute matters for the past 15 years. She is Professor of Law and former Associate Dean of Osgoode Hall Law School, and the common law advisor to the Federal Courts Rules Committee.

*Specialist*

**ARBITRATION PLACE**



# COURSE TUTORS

## Mark Roe

Partner  
**PINSENT MASONS**



Mark is a partner and head of international arbitration, specialising in construction and engineering matters. Mark is recommended as a leading lawyer for construction in 'Who's Who Legal' 2010, the independent legal research guide. He has had prime responsibility for the conduct of over 25 major disputes involving US\$ 100M+

claims relating to the construction, engineering and energy industries in the last 30 years, acting nearly always for main contractors. Mark has particular experience of dispute resolution in the Middle East, Asia and Africa. In addition to London he has conducted international arbitrations with seats in Paris, Geneva, Vienna, Stockholm, Amsterdam and

Amman with a variety of substantive laws. He has also conducted a number of international construction disputes in the London TCC. Mark lectures on International Construction Contracts, in particular FIDIC, and international arbitration with particular regard to best practice in the construction sector.

## Nicholas Gould

Partner  
**FENWICK ELLIOT**



Nicholas conducts a mix of contract drafting, strategic project advice and dispute resolution work. He acts in a wide range of construction sectors in the UK and internationally, including general construction, transport, communications, industrial, process plant, petrochemical, and energy. A solicitor advocate and chartered surveyor, his dual qualifications provide a layer of expertise that adds a practical level to his work.

Nicholas has considerable experience dealing with contracts and subcontracts of

various forms but has a particular expertise in dispute resolution where his experience spans litigation, arbitration (domestic and international), adjudication, DAB/DRB, mediation, early neutral evaluation and expert determination. He has conducted Government funded research into construction dispute resolution. He also regularly acts as a mediator in construction, engineering and commercial disputes, and sits as adjudicator on international Dispute Adjudication Boards and as arbitrator.

Nicholas has been listed and quoted by clients in The Legal 500 UK and Chambers and Partners UK, independent directories which rank law firms as "very energetic," "a very charismatic lawyer" and "an academic"; he is also noted for his "ability to pre-empt potential problems and provide advice in a clear manner that maintains the individual needs of clients". He has published widely in the area of construction law and dispute resolution.

## Christopher Ennis

Director  
**TIME | QUANTUM EXPERT FORENSICS LTD ('TQEF')**



Chris Ennis is a chartered quantity surveyor with over 40 years experience in the construction industry. For the last 25 years he has specialised in expert witness appointments in the area of quantum analysis, and he has also practised extensively as a neutral mediator, adjudicator

and arbitrator. He has worked in the UK and internationally in connection with major construction contract disputes in all sectors of the industry. He is well-known internationally for this work and through appearances at conferences and seminars, and for a number of papers published over the years in leading

journals and via the Society of Construction Law dealing with topics such as evaluation of disruption, the work of the international expert witness, and different approaches to evaluation of claims under particular forms of contract.

## Dr Sebastian Palt

Construction Engineer  
**FICHTNER GMBH & CO. KG**



Dr Sebastian Palt is an expert hydro power engineer with up to 20 years experience in hydropower development. Dr Palt currently works with a leading international engineering and consultancy firm Fichtner GmbH & Co as an Executive Director in Hydropower. His experience in planning of hydropower plants is exceptional and includes some of the largest

hydropower projects in the world. Dr Palt engages extensively in performing feasibility studies for high head as well as low head hydropower plants in Europe, Africa, Asia as well as Central and South America (i.e. covering site selection, field measurements and the design of different civil structures). Additionally, he has performed in great

detail due diligences for greenfield projects as well as existing hydropower projects and developments. Finally, a substantial part of Dr Palt's continuing experience is in value engineering, that is, focusing on optimising projects and providing independent reviews of existing planning.





# COURSE TUTORS

## Prof Stefan Leupertz

*Founder*

### LEUPERTZ BAUKONFLIKTMANAGEMENT

Former Judge of the German Supreme Court



Prof Stefan Leupertz is a former Judge of the German Supreme Court and known as one of the leading (and prominent) legal authorities on construction law in Germany. During his tenure as a Judge of the German Supreme Court, Prof Leupertz was assigned to the Seventh Civil Division, being responsible for hearing construction, contract and architectural law disputes. In 2012 Prof Leupertz resigned as Judge of the German

Supreme Court and commenced his own practice Leupertz Baukonfliktmanagement with the focus purely on construction law – in particular, dispute avoidance and dispute resolution as arbitrator, adjudicator and legal expert. Prof Leupertz is particularly active and highly respected in academia being co-editor of the German construction law journal, Baurecht and editor/author of numerous other standard-publications on German

construction law. Additionally, Prof Leupertz works on numerous construction law related boards; this includes Board member of the Arbitral Tribunal Estate Law Germany (2003), Chairman of the Board of the German Baugerichtstag e.V (2013) and Board member for the Anglo-German Construction Law Platform (2014).

## Marc Frilet

*Managing Partner*

### FRILET SOCIÉTÉ D'AVOCATS



Marc Frilet's law firm Frilet Société d'Avocats is considered as one of the leading French law firms operating within the construction, infrastructure and mining domains. Both nationally (in France) and internationally, Mr Frilet is known as one of the most skilled and knowledgeable lawyers within these domains and advises extensively within the complex area of international PPP Projects. As a result of his long standing experience and expertise, he has assisted many public and private clients during the inception and development

of large and complex PPP Projects, ensuring successful development of the project through to dispute resolution (if necessary). Mr Frilet is very active in the drafting of model laws and best practices for nation States in order to avoid projects in distress, contract renegotiation or international litigation. Mr Frilet contributes considerably to academia writing numerous articles and presenting on public procurement, concessions and PPPs, methods to disseminate good practices, litigation, comparative law in France and

internationally, particularly Francophone Africa and Latin America. He is continuously recognized for his achievements by the legal guide Who's Who Legal who listed him several times as a go-to lawyer for construction, infrastructure and mining, especially in regards to the implementation of concession and PPP projects. Most recently, Marc Frilet was honored as the construction lawyer of the year 2014 in France by the Construction Law Experts.

## David Brown

*Partner*

### CLYDE & CO



David's experience covers the fields of energy, infrastructures and services, and more recently, the nuclear industry.

His experience in dispute resolution namely includes international arbitration (particularly ICC arbitrations), in which he acted as both counsel and arbitrator in construction matters as well as in many commercial matters. He is also actively involved in

"dispute boards" proceedings and speaks at many symposiums on the resolution of international construction disputes, in Europe and the rest of the world.

David is listed in Who's Who Legal as one of the most prominent lawyers in the construction field and is recommended by "European legal Expert" for dispute resolution. He is also listed in the "PLC

Cross-Border Construction and Projects Handbook" as a "renowned practitioner" in complex international cases.

He has recently been appointed to the French list of FIDIC adjudicators for international project disputes.

## Philip L. Bruner

*Director*

### JAMS Global Engineering and Construction



Philip Bruner is a full-time arbitrator, mediator and resolver of disputes and claims arising out of construction, engineering, energy, infrastructure and development projects and other commercial endeavors in the United States and internationally. He is a Member of the JAMS and JAMS International Panels of Neutrals. He is Director of JAMS Global Engineering and Construction panel of

neutrals, which provides innovative and cost-effective dispute resolution services to the U.S. and international construction industry. (See "neutrals" and "practices" at [www.jamsadr.com](http://www.jamsadr.com), and "panellists" at [www.jamsinternational.com](http://www.jamsinternational.com)). As a neutral, Mr. Bruner's experience aggregates many hundreds of millions of dollars of claims and disputes. (See "Arbitration/Mediation

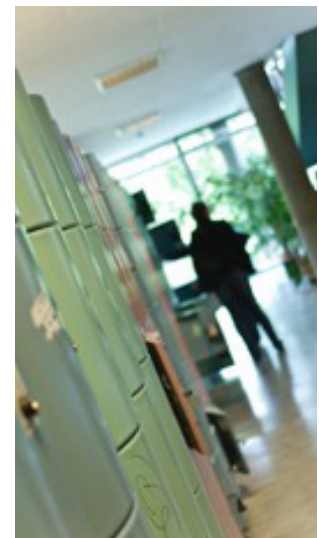
Experience" page). He has extensive experience in management of domestic and international arbitration hearings, multi-party mediations, dispute review board proceedings and other ADR methods.



## MODULE TITLES / SYLLABUS AND STRUCTURE

1 <sup>st</sup> semester	2 <sup>nd</sup> semester	3 <sup>rd</sup> semester	4 <sup>th</sup> semester
International Standard Forms - Overview and Comparison	Defects and Damages	Alternate Dispute Resolution and Dispute Adjudication Boards	Master Thesis
Introduction to Construction and Engineering Terminology	Performance and Completion and Variations	Delay and Disruption	
Legal Systems and Contract Law	Private International Law	International Arbitration - Practice and Procedure	
Liability in Construction Contracts	Project Development	Pricing and Claim Practice	
Procedure and Tendering in Construction	Standard Forms of Contract - FIDIC	Construction Contract Types and Drafting and Project Planning Techniques	

*Module content may be subject to change*



Module  
Descriptions

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# INTERNATIONAL STANDARD FORMS – OVERVIEW AND COMPARISON

## This module

aims to familiarise students with the different national and international construction contracts and highlight the key differences and similarities in the main contract issues. The different forms of standard construction contracts include FIDIC, NEC 3, ENAA (Japan), JCT (UK), VOB (Germany), ÖRNOM B2110 (Austria), AFNOR (France), SIA (Singapore) and SIA (Switzerland).

## Overview of Standard Forms of International Contracts:

- FIDIC – Fédération Internationale des Ingénieurs Conseils
  - Red Book: Conditions of Contract for Constructions (1999)
  - Yellow Book: Conditions of Contract for Plant and Design Build (1999)
  - Silver Book: Conditions of Contract for EPC/Turnkey Project (1999)
  - Gold Book: Design, Build and Operate Projects (2008)
  - Construction Contract MBD Harmonised edition (2010)
- ICE – Institution of Civil Engineers
  - ICE Conditions of Contract Measurement Version & Target Cost Version
  - ICE Conditions of Contract Design and Construct
  - ICE Conditions of Contract Minor Works
- NEC – New Engineering Contract
  - Structure of the NEC
  - Option A: Priced Contract with Activity Schedule
  - Option B: Priced Contract with Bill of Quantities
  - Option C: Target Contract with Activity Schedule
  - Option D: Target Contract with Bill of Quantities
  - Option E: Cost Reimbursable Contract
- International Chamber of Commerce (ICC)
  - ICC Model Turnkey Supply of an Industrial Plant Contract
  - ICC Model Major Projects Turnkey Contract
- Engineering Advancement Association of Japan (ENAA)
  - ENAA Model Form International Contracts for Process Plant Construction (Turnkey Lump Sum Bases)
  - ENAA Model Form International Contract for Power Plant Construction (Turnkey Lump Sum Bases)
  - ETS Model Form (Engineering, Procurement and Supply)
- JCT – The Joint Contracts Tribunal (UK Contracts)
- Deutscher Vergabe- und Vertragsausschuss für Bauleistungen (German Committee for Procurement and Contract Procedures in Building Works) (DVA)
  - Vergabe- und Vertragsordnung für Bauleistungen (Procurement and Contract Procedure for Building Works) (VOB)
- Austrian Standard Forms - ÖRNOM B2110
- French Standard Form - AFNDR
- Singapore Standard Form - SIA (Singapore Institute of Architects)
- Switzerland Standard Form – SIA (Switzerland Society of Engineers & Architects)
- Comparison of the Standard International Forms
  - Contract Style and Purpose
  - Pricing Mechanism
  - Programme and Completion
  - Change Control
  - Risk Management
  - Insurance
  - Sub-Contractors
  - Performance Security
  - Termination
  - Defects
  - Claims
  - Variations
  - Dispute Resolution





## This module

is aimed at improving students' understanding of the technical and commercial terms used in the construction industry.

Students will learn standard terminology used in construction and engineering and which will be referred to throughout this programme.

### General

- Construction Documents
- Construction Drawings
- Building Surveys
- Weight Densities of Building Materials
- Imposed Floor Loads
- Drawings
- Building Regulations and Standards: General

### Site Works

- Site Surveying & Measurement
- Site and Soil Investigation
- Timber Decay and Treatment
- Setting Out
- Tubular Scaffolding and Scaffolding Systems
- Levels and Angles
- Shoring Systems

### Builders, Plants, and Equipment

- Tractor-mounted Bulldozers
- Scrapers
- Power Shovels and Haulers
- Draglines
- Excavators
- Hoists
- Rubble Shoots and Skips
- Cleaning And Grubbing
- Compaction Method
- Field Compaction Test

### Rock Moving Methods

- Bunching
- Ripping
- Blasting

### Stabilisation of Soils

- Chemical and Mechanical Stabilised Earth
- Filter Fabrics
- Gear Freezing
- Dewatering

### Trenches and Pipes

- Trenching Excavation
- Pipeline

### Concrete and Bituminous Paving, Pavement Rehabilitation

- Highway Paving
- Slip-Form Paving
- Ramps and Handpours
- Bituminous Concrete Paving

### Augured Casing

- Jacked Pipe
- Horizontal Hole
- Tunnels

### Dewatering, Cut-Off Walls and Cofferdams

- Foundation Beds
- Piles and Pile Driving
- Pile Foundation
- Pile Driving
- Pile Material Types
- Soil Type Effects on Piles

### Sub-Structures

- Foundation Beds
- Short-Bored Pile Foundations
- Foundation Types and Selection
- Retaining Walls
- Gabions and Mattresses
- Basement Excavation and Construction
- Water Proofing
- Concrete Production
- Cofferdams
- Sheet Piling
- Caissons
- Underpinning
- Soil Stabilisation
- Reclamation of Waste Land
- Treatment of Contaminated Sub-Soil
- Brick and Block Walls
- Cavity Walls
- Damp-proof Structures and Membranes
- Cross-Wall Construction
- Frame Construction
- Cladding
- Different Types of Roofing – Double and Single-Lac Tiling, Slating, Timber Flat Roofs, U-Values
- Thermal Bridging
- Reinforced Concrete Slabs and Frame Structures
- Reinforcement Types
- Pre-Casted Concrete Frames
- Structural Steel Works
- Sections and Connections
- Portal Frames
- Roof-Sheet Coverings
- Membrane Roofs
- Rain Screen Cutting
- Structure Glazing
- Curtain Walling
- Concrete Cladding
- Dry-Lining Techniques
- Large Cast In-Situ Ground Floors
- Raised Access Floor
- Reinforced Concrete-Suspended Floors
- Drainage Effluent
- Sub-Soil Drainage
- Road Drainage
- Drainage Systems

### Commercial Terms

- Project Life Cycle
- Project Management Maturity Model
- PRINCE2 Standards
- Design Brief
- BIM
- Programme Control
- Gantt Chart
- Lean and Value Principles
- Off Site Construction
- Prefabrication
- Critical Path Method (CPM)
- Key Performance Indicators (KPI)
- Partnering
- Risk Assessment
- Risk Management
- Engineering Design
- Design Management
- Value Engineering
- Value Management
- Sustainability
- Environmental Management Systems (EMS)
- Supply Chain Management
- Total Quality Management (TQM)



## This module

is designed as an introduction to different legal systems (common law, civil law, Nordic law and religious law) and will give students a broad understanding of the characteristics and functions of the various legal systems. Students will gain knowledge of the sources of the laws in these legal systems, the system of courts and the judiciary. The module also aims to provide students with an understanding of contracts law in common law jurisdictions with some comparisons to civil law; this includes how a contractual relationship is created and the obligation and rights of participants flowing from a contract.

### Common Law

- History of Common Law
- Case Law and Judicial Precedent
- Trials and Rules of Procedure
- What is the Adversarial System?
- Civil Procedure in the Adversarial System
- Criminal Procedure in the Adversarial System

### Equity

- Equity and the Common Law

### Acts of Parliament

### Judicial Decisions

- The Role of Judges
- Hierarchy of the Courts: Statutory Interpretation

### Interaction of Statute and Common Law

### Civil and Common Law compared

- Notion of Civil Law
- Comparison between Civil Law and Common Law

### Civil Law

- History of Civil Law
- Codification of Civil Law
- Difference from other Major Legal Systems
- Sub-Groups of Civil Law
- Napoleonic
- Germanistic

### Introduction to the Civil Law Legal System

- What is the Civil Law?
- Roman and other Roots of Civil Law
- Modern Codification of Civil Law in the 19th Century
- Major Influences, Modifications, and Enhancements in the 20th Century

### Defining Elements of the Civil Law System

- Private vs. Public Law
- Codes and Case Law
- Legal Provision in Civil Law Jurisdictions



### Trials and Rules of Procedure

- Court Structure in Civil Law
- What is the Inquisitorial System?
- Civil Trials in the Inquisitorial System

### Trends of Convergence between Civil Law and Common Law Systems

### Nordic/Scandinavian Legal System

- Differences between Nordic/Scandinavian Legal System and the Common and Civil Law

### Islamic/Shari'ah Legal System

- History of Shari'ah Law
- Shari'ah Law and Construction Contracts

### Contracts under the Common Law

- The Formation of a Contract
  - Offer and Acceptance
  - Certainty
  - Intention to create Legal Relations
  - Capacity
  - Formalities
  - Consideration

### The Contents of a Contract

- Terms of a Contract
  - Express Terms
  - Implied Terms
- Unfair Contract Terms

### Vitiating Factors under Contract Law

- Misrepresentation
- Mistake
- Illegality
- Duress and Undue Influence

### The Rights and Liabilities of Third Parties

### Discharge and Remedies

- Discharge of a Contract
  - Performance
  - Frustration
  - Breach

### Remedies under a Contract

- Common Law Remedies
- Equitable Remedies
- Remedies Agreed by the Parties
- Limitation on Remedies



# LIABILITY IN CONSTRUCTION CONTRACTS

## This module

aims to familiarise students with the liability of participants in construction contracts. The module covers every aspect of liability which includes liability in torts and contracts law, limitation of liability in construction contracts, limitation of actions and the methods of limiting liability (insurance, sub-contracting, innovation and assignment) in construction projects. The module will also outline the different forms of liability provisions in the standard forms of contract and afford students the opportunity to learn how to review and draft limitation of liability clauses in a construction contract.

## The Role of the Contractor

### The Role of Professionals

- Background and Professionals Generally
- Architect
- Engineer
- Quantity Surveyor

### Liability in Contracts

- Express Terms
- Implied Terms
- Exemption Clauses

### Torts Law: Who is Liable?

- The Common Law: Negligence
  - Contractor in Duty of Care
  - Professionals in Duty of Care
- The Common Law: Nuisance
- The Civil Law

### Limitation of Liability in Construction Contracts

- Rules of Professional Conduct
- Modes of Practice
- Limiting Liability by Contract
- Limitation of Liability in Standard Form Contracts: FIDIC, JCT, NEC, VOB and other Forms
- Risk Management

### Limitation of Actions

- Statutory Periods
- Limitation in the Contract
- Limitation in Negligence
- Standard Forms of Contract

### Review and Drafting Limitation of Liability Clause in Construction Contract

### Third Parties Other Than Contractors

- Liability to Third Parties: Common Law Privity of Contract
  - Limit Liability to Third Parties
  - Collateral Warranties
- Uses of Construction Works after Completion
- Workman on the Construction Site

### Professional Indemnity Insurance

- Design and Build Contracts. Who takes the Risk?
- Principles of Professional Indemnity Insurance
- The Professional Indemnity Policy
- Avoiding Disputes of Insurance

### Insurances: General

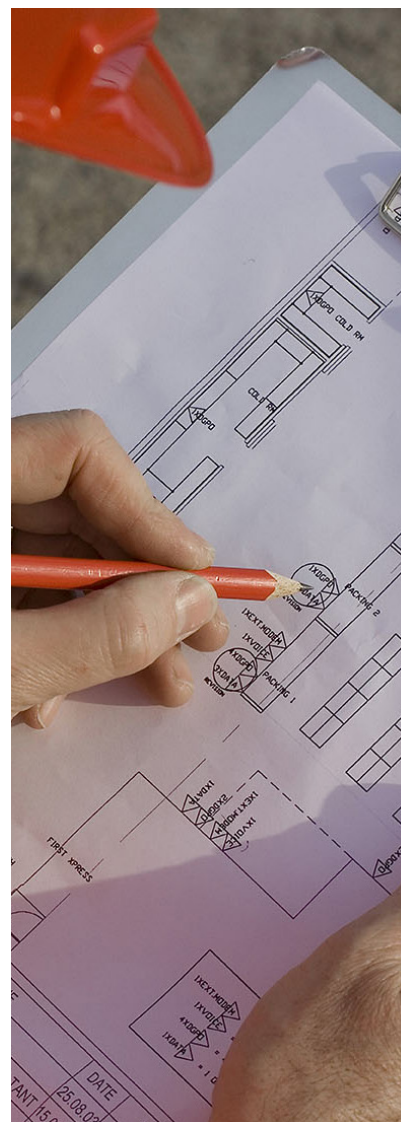
- General Liability Insurance
- Contractors All Risk Insurance
- Employees Insurance
- Environmental Impact Liability Insurance
- Defects Liability Insurance

### Sub-contracting

- Sub-Contract Agreement
- Sub-Contractors' General Obligations
- Sub-Contracts: Key Clauses Review

### Novation and Assignment

- What to Consider in Construction Contracts





## The module

will allow students to evaluate the operation of major forms of construction procurement in both the public and private sector whether in the EU or the World Bank, respectively. Students will be able to evaluate client objectives and determine the appropriate selection of procurement systems for a construction project.

Students will also cover tendering in general and cover the issues involved in tendering and practical requirements for preparing tender documents.



## The Beginning of Public Procurement Regulation

### The Concepts and Principles of Public Procurement Regulation

- Concept of Public Procurement Regulation
- Principles of Mandatory Advertisement and Publication of Public Contracts
- Principle of Non-Discrimination in Public Procurement Regulation – Tendering Procedures
- Principles of Objectivity in Public Procurement Regulation
  - Award Criteria
  - Framework Agreements
  - Design Contest
  - Concession Contracts

### Applicability of the Public Procurement Rules and Construction Works

- Coverage and Scope of the Public Sector Directive (EU)
  - Public Contracts: Types and Categories
  - Substantive Applicability of the Directive: Excluded Contracts and Reserved Contracts
  - The Monetary Applicability of the Directive
  - Threshold for Public Contracts
  - Subsidise Contracts
  - Contract Value Calculation
  - Revision of the Threshold
- Advertisement and Publicity of Public Contracts
- Qualitative Selection
  - Reasons for Automatic Exclusion
  - Economic and Financial Standing
  - Technical and Professional Ability
  - Official List of Approved Economic Operators
  - Certification
- Award Procedure
  - Choice of Participants in Award Procedure
  - Open Procedure
  - Restricted Procedure
  - Competitive Dialogue
  - Negotiated Procedures
  - Design Contests
  - Framework Agreements
  - Electronic Auctions
  - Public Work Concessions
  - Award Criteria
- Most Technically Advantageous Tender
- Lowest Price
- Abnormally Low Tenders
- Informing Candidates and Tenderers

## Monitoring Requirements

### World Bank: Procurement

- Procurement Policies and Procedure
- FIDIC MDB Contract Harmonised Edition

### Competition: The European Community

- The EC Treaty
- Rome I and II Conventions

## Corruption and Bribery

### Enforcement and Compliance

- The Remedies Directives
- Action for Damages
- Dissuasive Penalty Payment

## Complaints to the European Commission

## Procurement Models and Drafting Contract Conditions

## Developing Partnering Strategies within Construction Procurement

## Tendering for Construction Works

- Introduction to Tendering
- Tendering and National Procurement Laws
- Tendering Pre-Qualification
- The Tendering Process
- Procedure for a Traditional Competitive Tender
- Procedure for a Design and Build Tender
- Decision to Tender
- Tender Documents
- Pre-Tender Arrangement
- Site Visit Report
- Tender Enquiries to Sub-Contractors and Suppliers
- Building of Estimate
- Pre-Tender Method Statement



## This module

*familiarises students with the complete process and procedure of determining defects under a construction contract and the rectification requirements.*

*Students will cover both the practical requirements dealing with defects in a contract and the key cases. This module also covers damages that participants in a construction project can claim for when any loss is incurred. Students will have a comprehensive understanding of all the losses claimable and the methods for determining these losses.*

## Defects

- What Is A Construction Defect?
- Four Main Categories of Defects
  - Design Deficiency
  - Material Deficiency
  - Specification Issues
  - Workmanship Deficiencies
- Patent and Latent Defects
- Defects in Common Law and Civil Law
- Contractor and/or Employer Right to Remedy Defects
- Defects and Practical or Substantial Completion
- Defects and Breaches of Contract
- Difference Between Maintenance Obligation and Defects Rectification
- Defects Notification Period
- The Effect of a Final Certificate on Defects Liability
- Defects Liability Insurance
- Limitation of Warranties or Guarantees under Common and Civil Law
- Competitive Review of Defects Under Different Forms Of Contract
- Drafting Defects Liability Clause for Construction
- Contract

## Damages

- Identifying the Loss
- Quantifying Loss by Calculation
  - Direct Labour Cost
  - Loss of Productivity
  - Non-Productive Overtime
  - Direct Material Cost
  - Plant and Equipment
  - Temporary Works
  - Site Establishment Cost
  - Administration Overheads
  - Insurance Financing Cost
  - Profit on Cost
  - Loss of Future Profits

## Unabsorbed Overheads and Formula Adjustments

- Loss or Expense Actually Suffered by Contractor
- Loss or Expense Not Recovered Elsewhere
- Loss or Expense Incurred During Period of Delay has Remained Unabsorbed
- Impossible or Unreasonable Burdensome to Calculate Loss or Expense without a Formula Approach
- The Eichleay Formula
- The Hudson Formula
- The Emden Formula

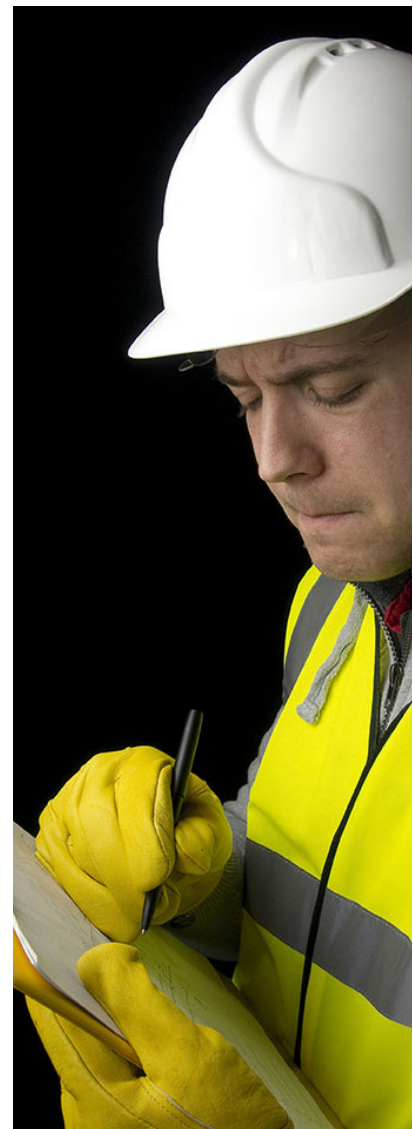
## Quantum Merit and Unjust Enrichment

### Employer's Damages

- Liquidated Ascertained Damages
- Performance Guarantee Damages

### Global Claims

- Total Loss Claims
- Methods of Quantification
- Pleading a Global or Total Loss Claim: What Does the Law say?



## This module

provides students with a complete understanding of the requirements involved in completion and the key case law governing this critical point in the construction process.

This module will cover the completion process under the FIDIC contract in depth and the key issues that need to be addressed. The second part of this module will familiarise students with variation and change in construction contracts. Students will learn the procedure for variations under a FIDIC contract, different ways of analysing change, requirements for formal instructions and resolving disputes.



### Certificates and the Right to Payment

- Simple Contracts, Lump Sum Contracts, Substantial Performance, Non-Completion
- Certificates and Payment
- Non-Approval for Certification by Contract Administrator
- Schedule of Rights, Bill of Quantities, Milestone Payments
- Final Account, Certification of Final Account, Effect of Final Certificate, Discharge From Further Performance by Final Certificate
- Set-Off

### Time for Completion

- Dates for Completion
- Extension of Time Clauses
- Performance and Completion in FIDIC Contracts
- What Constitutes Performance under Red, Yellow and Silver Books
  - What is the Difference between Performance and Completion
  - Language and Concepts Involved in FIDIC
  - How is Completion Attained
  - How is Performance Attained
  - What Procedures Does FIDIC Offer for Determining if Completion / Performance Has Been Achieved
- Procedures if Completion or Performance Are Contested
- The Concepts of Performance and Completion at Law
  - Performance and/or Completion According to Common Law
  - Different Approaches in Civil Law Systems: Germany, Romania, France
  - Consequences of Completion and Management of the Site: Defects Liability vs. Warranty
  - Key Issues That Need to be Addressed
  - Work, Performance and Completion
  - Drafting Performance and Completion Clauses
  - Case Study for Application of Performance and Completion in FIDIC Contracts

### Variation and Change

- Standard Form Provisions in FIDIC Contracts
- The Bill of Quantities
- Ambiguities, Discrepancies and Divergences
- Emissions
- Constructive Change
  - Constructive Change of Quality
  - Constructive Change of Quantity
  - Consequential Changes
- Different Ways of Analysing Contractual Change
- Pricing Mechanism under different Contracts
- Assessing Whether the Contract Work has been changed
- Restrictions on Changes that can be Instructed under a Variation Clause
- Restrictions or Emitting Works or Instructing New Contractors
- Requirement for Formal Instructions
- Entitlement without a Formal Instruction
- Valuation Rules
- Agreeing the Price for Variation
- Evaluating Delays and Disruption as Part of the Valuation Variations
- Escalation Provisions and Fluctuation Clauses
- Resolving Disputes involving Variations
- Variation Provisions under Major Standard Forms of Contract





## The aim

*of this module is to provide students with the knowledge to identify the nature of a “conflict of laws” issue raised by a legal problem (contract or non-contract) involving a foreign aspect, identify the rule of choice of law or jurisdiction relevant to the problem and apply that rule to cross-border fact patterns. Finally the module aims to provide students with an overview of arbitration and the private law issues in construction law matters.*

## Preliminary Topics

- Classification
- Incidental Question
- Renvoi
- Substance and Procedure
- The Proof of Foreign Law
- Exclusion of Foreign Law
- Domicile, Nationality and Residence

## Civil Jurisdiction

- Introduction to Civil Law
- Basis of Jurisdiction in Civil Law in Personam
- Declining Jurisdiction and Staying Proceedings
- Restraining Foreign Proceedings

## Jurisdiction

- Jurisdiction of the English Court
- Jurisdiction under the Brussels/Lugano System

## Limitation on Jurisdiction

- Jurisdiction in Respect of Foreign Property (Example)
- Jurisdiction over the Parties
- Statutory Limitations on Jurisdiction

## Recognition and Enforcement of Foreign Judgements: Traditional Rules

- Recognition and Enforcement at Common Law
- Direct Enforcement of Foreign Judgements by Statute
- Interrelation of the Common Law and Statutes
- The Brussels I Regulation
- The Hague Convention on Choice and Court Agreements 2005

## Contractual Obligations

- Rome Convention
- Determining the Applicable Law
- The Limits of the Applicable Law
- Consumer Contracts
- Particular Aspects of the Contract

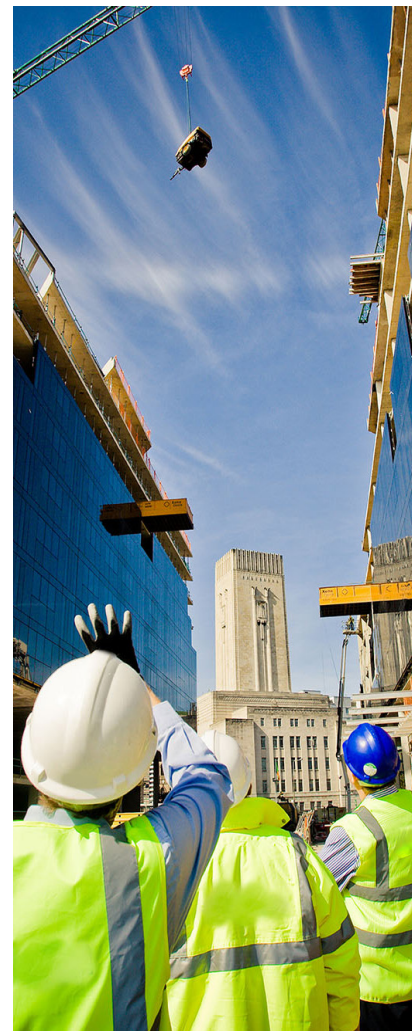
## Non-Contractual Obligations

- The Rome II Regulation
- Choice of Law in Tort: Common Law and Statute
- The Interaction of Tort and Contract
- Choice of Law: Restitution and Equitable Wrongs
- Non-Contractual Obligations outside the Scope of Rome II Regulations

## Arbitration

- The Law Governing an Arbitration Agreement
- The Law Governing Arbitration Proceedings
- The Law Governing the Merits of the Dispute
- The Jurisdictional Effect of an Arbitration Agreement
- The Enforcement of Foreign Arbitral Awards

## Current Issues of Private International Law and Construction Law Matters



## This module

*aims to provide students with a commercial understanding of the project life cycle coupled with the legal aspects involved in a development project.*

*The module will allow students to discuss practical and commercial realities in project development from idea development through to feasibility analysis.*

*The module aims to crystallise students' understanding by drawing on a PPP/BOT project as an example and reviewing the risks involved and all the contracts in PPP/BOT projects.*

## Introduction to Project Development

- Principle
- Phase Concept
- Parties Involved
- Costs



## Commencement of Project

- Idea
  - The Vision of a Project
  - Existing Building or Property/Land
  - Equity Investment
- Property
  - Location, Location, Location
  - First Evaluation and Site Analysis
- Environment and Planning Law
  - Law Principles – Law Sources on Urban Planning
  - Development Plan
  - Planning Law
  - Public Planning Law (Germany)
  - Project and Development Plan
- Site Evaluation
- Contaminated Site Risks
  - Contaminated Site Evaluation
  - Warranty and Guarantee
  - Economic Efficiency Calculation
  - Securing Properties
- Project Analysis
  - Feasibility Analysis
    - Market Analysis
    - Feasibility Analysis – Master Planning
    - Sites Analysis: Development
    - Sustainability
      - LEED Certification
  - Operational Costs
    - Life Cycle Cost Analysis
    - Life Cycle Cost Calculation
    - Life Cycle Costs - Allocation
    - Operational Costs as KPI for new Construction Projects
  - Risk Analysis

- Project Management
  - Project Parameters
  - Influences on Costs
  - Project Structure
  - Procedures
    - Official Permit
    - Implementation Planning and List of Prices and Services
    - Award of Contract
    - Construction Process
    - Handover to the User
    - Remedying Defects / Documentation
- Project Development: PPP / BOT Perspective
  - Project Risks
    - Risk Identification: Performing Due Diligence
  - General Issues for all Projects
    - Political Risks
    - Governing Law Risks
    - Completion Risks
    - Operating Risks
    - Supply Risks
    - Environmental and Social Risks
    - Force Majeure
    - Procurement Rules
    - Contract Not Back to Back
    - Interests Rate Risks
    - Exchange Rate Risks
  - Project Contracts
    - Shareholder Agreements
    - Joint Venture Agreements
    - Consortium Agreements
    - Construction Contract
    - Operation and Maintenance Agreements
    - Off-Take Agreements
    - Fuel and other Feed Stock Supply Agreements
    - Concession Agreements
    - Site Purchase / Lease Agreements
    - Direct Agreement
  - Bankability of the Project Contracts: What is required by the Financier
- Law Principles: Practical Examples and Case Study



# STANDARD FORMS OF CONTRACT – FIDIC

## The aim

of this module is to equip students with a thorough understanding of how the FIDIC contract operates on a clause by clause basis.

Students will be able to distinguish key features in the FIDIC forms, how they apply to a particular project and the differences between the FIDIC form contracts.

## History of FIDIC

### Background to FIDIC Contracts

### FIDIC – a Global Contract

### FIDIC Collaboration With Other Organisations

### The FIDIC Contract

- Introduction
- FIDIC Suite of Contracts
- Documents Forming the Contracts
- The Conditions of Contracts – including Particular Conditions
- Priority of Contract Documents
- Procurement and Contract Awards

### Applicable Laws and Permission

- The Ruling Language
- Governing Law
- Changing Laws

### Works

- Introduction
- Scope of Works
- Sites
  - Site and Possession
  - Setting Out
  - Access Transports and Right of Way
  - Site Data and Tender Information
  - Adverse Physical Conditions

## Design Obligations

- Design Obligations under Yellow, Red and Silver Book
- Errors or Defects in Documents
- Errors in the Employer's Requirements
- Fitness for Purpose

## Standard and Quality

### Safety, Personnel and Execution

### Variations

- Variation Procedure
- Value Engineering

### Sub-Contracting

- Generally: Provided in the FIDIC Contracts

### Testing

### Defects

- Remedying Outstanding Defects
- Cost of Remedying Defects and Defective Work
- Extension of Defects Notification Period
- Failure to Remedy

### Payment and Contract Price

- The Nature of Payment under the FIDIC Forms



## Time

- Commencement Date
- Programme
- Progress
- Suspension
- Time for Completion
- Taking Over
- Acceleration / Expedition of Progress

### Contract Administration and Claims

- Contract Administrator
- Difference between Civil and Common Law Jurisdiction of Contract Administrator's Role
- Appointment of Engineer or Employer's Representative in FIDIC Books
- The Contract Administrator's Role
  - Position at Common Law
  - Position at Civil Law
- Obligations to Instruct

## Claims

- Contractor's Claim: Sub-Clause 20.1
  - Process and Procedure
- Employer's Claim
  - Scope of Application of Sub-Clause 2.5

### Insurance and Securities

### Delay Damages and Extensions of Time

### Termination

### Extensions of Time

### Dispute Resolution

Discuss your needs, discuss your options...

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# ALTERNATIVE DISPUTE RESOLUTION (ADR) AND DISPUTE ADJUDICATION BOARDS (DAB)

## The purpose

*of this module is to familiarise students with a wide range of dispute resolution processes and mechanisms in the construction industry that are alternative to conventional forms of court litigation; this includes expert determination, mediation, mini-trials and adjudication.*

*The module focuses also on the FIDIC provisions for dispute resolution, in particular, the Disputes Adjudication Boards and their function under the FIDIC contracts.*

## Introduction and Background to ADR and DAB

- Courses of Claim/Disputes and Construction Projects
- What is a Claim and What Constitutes a Dispute

## Alternative Dispute Resolution

- Origins, History and Development of ADR
- General Concept of ADR
- Wide Variety of ADR Mechanisms
- ADR Advantages and Disadvantages
- Negotiation: General Concept
- Keys for Successful Negotiation
- Negotiation: Importance of Court Role Traditions
- Trends for the Future of ADR
- Different Cultures Adversarial Against Inquisitorial Systems

## Mediation and Its Role in Construction

- Introduction to Mediation
- Mediation Clauses in Contracts: Advantages and Disadvantages
- Role of Mediation in Relation to other Dispute Resolution Processes
- Mediation vs. Arbitration
- Disputes Suitable or Not Suitable for Mediation
- Choosing your Mediator
- Arranging, Preparing and Possible Outcomes of Mediation
- Mediation of Construction Disputes Internationally
- Mediation in Construction – the UK experience

## Other ADR Models Internationally Used

- CEO Clauses: What is a CEO Clause and an Example
- What is a Mini-Trial: Mini-Trial History
- What is the Role of the Neutral Chairman in a Mini-Trial
- Mini-Trial Model Clause
- Which Mini-Trial Framework Procedure
- Expert Determination: Why and How
- Legal Standing of Expert Determination
- Early Neutral Evaluation: Process and Example of Early Neutral Evaluation Clause

## Adjudication

- Adjudication: The UK Experience
- Other Provisions of the Legislation
- International Spread of Comparable Regimes

## Dispute Boards

- Historical Background of Dispute Boards
- Introduction to Dispute Boards
  - Development of Dispute Boards for Major Projects
  - Dispute Boards in FIDIC
  - ICC System for Dispute Boards
  - Challenges Facing Dispute Boards

## Multi-Tier Dispute Resolution

### Dispute Avoidance

- Dispute Boards and Dispute Avoidance
- Avoiding/Minimising Conflict in the Project: Dispute Resolution Advisor (DRA)
- Developments on Dispute Avoidance

### FIDIC Provisions for Dispute Resolution

- Introduction to the FIDIC Contracts
- Developments of the DAB in the FIDIC Contracts
- Appointment of the DAB
- Settlement of Disputes by DAB
- Conduct of the DAB Hearing
- Content of DAB Decisions
- Enforceability of DAB Decisions



## Students

*will familiarise themselves with what is typically the underlying claims problem and causes.*

*The module aims to familiarise students with the evaluation of claims and the various sub-claims. Students will become aware of the complex relationships between construction management and legal and technical aspects. The final objective of this module is to ensure students are versed with the fundamentally different approaches of common law and the civil law countries on delay and disruption.*

## Introduction and Terminology

- The Works
- Critical Path
- Delay
- Acceleration
- Disruption
- Float
- Concurrency

## The Risk of Development – Allocation of Risk

### Notices, Claims and early Warnings

- Notices and Claims
- Early Warnings
- Notice as a Conditions Precedent to an Extension of Time
- The Commencement of the Period of Notice
- Second Notices
- Waiver of Notice
- Notice as a Condition Precedent to Reimbursement of Loss or Expense
- Form and Content of Notice
- Period of Notice
- Service of Notice

### Extensions of Time and Time at Large

- Extensions of Time
- Developers' Time Risk Event Occurring in Period of Culpable Delay to Completion
- Time at Large
  - The Application of the Prevention Principle
  - Assessing a Reasonable Period for the Contract Works
  - Alternative Approaches
  - Events Beyond and Within the Contractor's Control
  - Proving the Effect Upon the Critical Path

### Planning and Programming

- The Tender, Master, Developer Programme

### Getting at the Facts of Delay

- Presentation of Evidence
- Preparing Contemporaneous Records
- Document Analysis
- The Retrospective Assembly of Evidence
- Discovery, Disclosure and Inspection
- Independent Information Management
- Electronic Data Interchange

### The Analysis of Cause and Effect

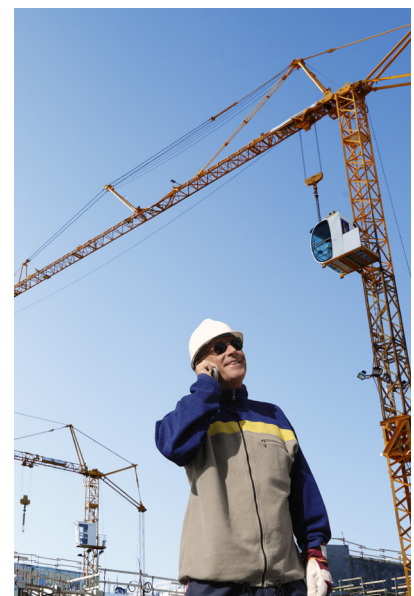
- Illustrating a Chain of Causation
- Choosing an Appropriate Method of Proof
- Standard Form Provisions
- The Subject Matter of the Proof
- The Factual Materials Available
- Proportionality
- The Three-part Chain of Causation (Primary, Secondary, Tertiary)
- Selecting an Appropriate Baseline
- Proof of Causation Using Critical Path Methods
- Windows and Watersheds
- Smoke and Mirrors

## Float and Time Contingencies

- Standard Form Provisions
- Internal Float
- Time contingencies
- Resolving Ambiguities Between Float and Contingency
- External Float and Early Completion
- Who Owns the Float?

## Disruption to Progress and Lost Productivity

- Losses of Productivity
- Conditions Causing Lost Productivity
- Analysing Lost Productivity
- Expert Opinion



## The module

*will provide students with in-depth knowledge and comparative understanding of international arbitration law and to consider some of the key institutional arbitral rules.*

*Students will have a clear understanding of the key practical and procedural issues involved before and during an arbitration matter. The module will also teach students how to draft a valid arbitration clause. Finally students will be able to convey an understanding of the main practical and procedural issues that arise in a cross-border arbitration and learn the key issues with enforcing arbitration awards.*

## Introduction to International Arbitration

- Purpose of Arbitration
- What is Arbitration and How Does It Differ From Other ADR
- Regulatory Framework
- Institutional Arbitration vs. Ad hoc Arbitration
- The Role of State Courts in Relation to Arbitration
- Choosing between Arbitration and Court Proceedings
- Arbitral Institutions

## Applicable Laws and Rule

- Importance of the Law
- The Lex Mercatoria: Definition and Application
- The Applicable Law
  - The Laws and Rules Governing Arbitral Proceedings
  - The Law Governing the Arbitration Agreements
  - The Law Governing Arbitrability
  - Laws Governing the Contracts
- International Conventions and Treaties
  - The Geneva Convention
  - The New York Convention
  - The European Convention
  - Bilateral Treaties
- When Parties Fail to Choose the Seat or the Governing Law
- The UNCITRAL Arbitration Rules and Model Law

## The Arbitration Agreement

- Function and Purpose
- Valid and Effective Arbitration Agreements
  - The Requirement for Writing
  - Effective Submission of Disputes
  - Defined Legal Relationship Capable of Being Settled by Arbitration
  - No Invalid Inoperable or Incapable of Being Performed
- Important Elements of an Arbitration Agreement
  - The Seat of the Arbitration
  - The Language of the Arbitration
  - The Governing Law of the Contracted Arbitration Agreement
  - The Number of Arbitrators
  - Multi-Tier Dispute Resolution Clauses
  - Legal Fees and Costs
  - Confidentiality
  - International Bar Association Rules on Taking Evidence
  - Preliminary Relief
  - Waiver of State Immunity
- Multi-Party Arbitration



## Jurisdiction, Powers and Obligations of the Tribunal

## The Proceedings of International Arbitration: An overview

## Awards Given by the Arbitration

## Recognition and Enforcement of Awards

- Application of International Conventions
- Principle Governing Recognition and Enforcement
- Domestic and Foreign Awards
- Where to Apply for Recognition or Enforcement
- Procedures for Recognition and/or Enforcement of Awards
- Time Limits
- Grounds for Non-Enforcements under the Convention

## Changing or Resisting Enforcements of Awards

## Arbitration in the Standard Forms of Contract

## Practical Drafting of an Arbitration Clause



# PRICING AND CLAIM PRACTICE

## This module

is designed to deal on a “practical” basis with construction law and its application to pricing and real money claims. The module adopts a pragmatic approach to pricing and claims in construction contracts which can easily be understood and used on a day-to-day basis. The module aims to cover all aspects from prolongation calculation to key requirements in making a successful claim.

Many professionals in the construction industry are daily exposed to pricing and claims management issues however they fail to perform this task in accordance with the construction contract.

## How to Evaluate a Claim

### Managing Claims – Cost Control

#### Claim Headings

##### Prolongation

- Prolongation Calculation
- Prolongation Examples and Case Studies

##### Disruption

- Delay and Disruption Schedules
- Disruptive Factors
- Examples and Case Studies of Disruption
- Disruption Evaluation – Global Approach
- Disruption – Loss of Productivity
- Disruption Software Engineering Assessment

##### Acceleration

- True Cost of Acceleration
- Case Study of Acceleration

##### Overheads and Profits

##### Interest and Finance Charges

##### Time for Completion of the Works

- Time at Large
- Reduction of Time - Mitigation
- Employer can terminate Contract for Delay

##### Extension of Time – General Principles

##### Liquidated Damages and General Damages

##### Record Keeping and Evidence

##### Key to Making A Successful Claim

- Giving Notice of A Claim
  - Communications and Notices: FIDIC Contract
- Notices – Calls and Effects

##### Putting Together Claims from Notices and Records

- What is a Claim?
- Claims Under Contract
- Typical Claim Contents
- Formatting the Claim

## Delays and Disruption

- Courses of Cost Increase and Delay in Progress
- Delay to Contractor
- Basic Schedule Terminology in Delay
- Consequences of Delay
- Disruption
- How to Calculate Disruption
- Delay and Extension of Time
- Prolongation Costs
  - How To Calculate Prolongations - Definition of Principles
  - Prolongation Costs – Critical Path Analysis
  - Actual Cost Methods
  - Labour Prolongation Costs
  - Litigation of Loss
- How do Disruptions Occur: Labour, Plants and Acceleration

## Acceleration: Negotiated and Constructive

### Overhead Recovery

- Contractual and Common Law Right
- Contract Overhead Recovery – FIDIC and Other Standard Forms
- Head Office Overhead
- Cost Interpretation
- Contract Pricing Structure
- Variation Proposal Procedure
- How to Value Changed Orders
- Measurements and Evaluation

## Managing Change – Change Control

- Case Study: Still joint Works

## Document Control and Records

## Contract Negotiating Techniques

## Claims Avoidance

## Risk, Value, Signs and What Can Be Done



Discuss your needs, discuss your options...

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# CONSTRUCTION CONTRACT TYPES AND DRAFTING AND PROJECT PLANNING TECHNIQUES

## This module

aims to provide students with a holistic understanding of the project planning process and all the different types of construction contracts. Additionally this module aims to develop advanced skills in the use and review of contracts in construction law and international techniques of drafting contracts in plain English. This module is designed to develop the necessary skills to determine the risk involved with each contract and how to allocate this by selecting the correct type of construction contract. The module will also outline the process through which a contract is drafted, reviewed and formalised.



### General Drafting Principles

- Knowing the Subject
- Intention of Contracting Parties
- Basic Requirements for Drafting Documents
- Who is the Audience
- Clarity and Ambiguity
- Legal and Technical Expressions
- Interpretation in Relation to the whole Contract

### Words, Sentences and Punctuation

- Grammar and Choice of Words
- Arrangement of a Sentence
- Consistency of Terminology
- Roles of Interpretation
- Singular and Plural, Masculine and Feminine
- The Use of Capital Letters
- "And" and "All" and "Shall" and "Will"
- Description of Clauses

### Arrangement and Formal Documents

- Priority, Order and Logic
- Form and Contents
- Sections, Clauses, and Sub-Clauses
- Annexes and Appendices
- Definitions – What to Insert and Avoid
- Interpretation Clauses
- Tables, Formulas and Forms
- Incorporating Standard Terms with Particular Terms of Contract
- Drafting and Form

### Standard Conditions of a Construction Contract

- Conditions of Contract - Purpose
- Logical Order of Clauses
- Definitions and Interpretation
- Contract Documents
- Commencement and Programmes
- General Obligations
- Design (Where Relevant to Contract Obligations)
- Contractor
- Fit for Intended Purpose
- Workmanship and Materials
- Completion (or Take-Over)
- Testing
- Defects Remedy and Period
- Limitation of Liability and Insurance
- Termination and Suspension
- Contract Price and Liquidated Damages
- Certificates
- Settlement of Disputes

### Parties' Other Documents

- Specifications
- Employer's Requirements
- Contractor's Documents
- Sub-Contracts
- Payment documents
  - Bill of Quantity
  - Payment Schedules
  - Dayworks
  - Example of Variation and Interim Payment Schedule

### Introduction to Project Planning and Control

### The Construction Site in Practice (Life-Cycle)

### What Influences the Project

- Type of Projects
- The Client: Public, Private and/or Foreign Aid
- Type of Carrying Out Works
- Location
- Background Factors: Motivation and Calculation

### Fixed Costs

- Site Equipment and Time-Orientated Costs

### Variable Costs

- Cost of Constructing

### Surcharge Contributions on Items

- Indirect Expenses
- Risk Surcharges
- Profit Margin

### Other Factors to Consider in Determining Costs

- The Liability of Costs based on Past Experiences
- The Use of Accountants in Determining Cost Categories

### Awarding, Final Negotiations, Contracts

- First Cost Calculation

### Types of Construction Contracts

- Cost Plus Contract
  - Cost Plus Fixed Percentage
  - Cost Plus Fixed Fee
  - Cost Plus with Guaranteed Maximum Price Contract
  - Cost Plus with Guaranteed Maximum Price and Bonus Contract
  - Cost Plus with Bonus Contract
  - Cost Plus Fixed Fee with Agreement for Sharing any Cost Savings Contract
- Lump Sum Contract (Fixed Price Contract)
- Unit Price Contract
- Cost Reimbursable (Incentive Contracts)
- Percentage Construction Contract

### Construction Progress

- General Set-Up of the Project
  - Legal Form, Registration, Incorporation and Preparation of Documents
  - Articles of Association by Laws and other Documents necessary for the Legal Form
- Organisation and Work
  - The Organisation Chart: Who's Who
  - Signature Guidelines
  - Project Controlling
  - Purchasing
  - Human Resources
  - Finance, Accounting and Cost Controlling
  - Project Evaluation
  - Project Reports
  - Interfaces
  - Contract Points To Be Checked With Organisation Chart

### Handing Over of the Project

- Defects Liability Period
- Final Administrative Matters



## FREQUENTLY ASKED QUESTIONS

### How do I enrol on the programme?

Please call: +44 (0)20 7017 4483  
or email: [stuttgart@informa.com](mailto:stuttgart@informa.com)  
and Informa Connect staff will be

pleased to assist you in submitting  
your application. Once submitted, the  
Institute of Construction Management

at The University of Stuttgart will review  
your application and will inform you as  
to whether your application has been  
successful.

### What documentation do I need to include with my application?

- The completed application form which can be downloaded during the application process on the application platform.
- A certified copy of your academic degree certificate (s) or evidence of qualification for university entrance, together with evidence of relevant employment.

- Proof of relevant work experience (minimum two years in a related field such as architecture, law, civil engineering, real estate engineering and management).
- A short CV (please include details of any additional qualifications and continuous education and all previous employers with details of roles and dates of employment)

- If English is not your native language, evidence of advanced English language knowledge is essential (TOEFL PBT; 550 Points; TOEFL CBT 213 Points; TOEFL iBT 80 Points; IELTS mind. Band 6.0; Cambridge ESOL CAE/CPE). If you are a native English speaker and have successfully completed a University degree or postgraduate diploma taught in English, you will not normally need to provide other evidence of English language ability.

### Do I need to have a degree in a specific discipline and at what level?

Candidates for admission should hold a Bachelor or Master's degree or the equivalent in a relevant subject

(for example law, engineering, surveying, construction management or economics). Candidates with other

professional or academic qualifications will be subject to review by the programme director of the programme.

### How will I receive my materials and what format will the materials take?

Materials will be available through the programme website, by email before the start of each module and through the University of Stuttgart's

online platform. Materials will also be provided during the face-to-face teaching blocks at the University of Stuttgart. The tutors will also give

suggestions for further reading for their topics.

### How will the programme be assessed?

The programme will be assessed through written examinations at the end of each semester, and attendance

in person at the examinations in Stuttgart is compulsory for all students. Additionally there will be workshops

and case studies to be completed during some of the modules. The programme will be completed with a thesis and oral presentation.

### What contact time do I have?

There will be a compulsory study block once a month from Thursday-Saturday at the University of Stuttgart or by virtual attendance if attendance in person at Stuttgart is not possible.

The first study days are: **12th-14th May 2021**. For the first three semesters there will be 5 study blocks plus one additional block for the examinations at the end of each semester. In the

final semester there will be tailored study days for each student. Please note: examinations must be attended at Stuttgart in person for all students.

### What does the course cost

#### Tuition fee

Tuition fees vary depending on the mode of study chosen by the student.

The fees are slightly cheaper for students attending all lectures in person:

Face-to-face: 16,830 €

Face-to-face and Online: 23,580 €

#### Administration fee

The administration fee is 220 € per semester. This fee is not affected by the type of attendance chosen by the student.

#### Overview and Instalments

The total fees payable are indicated in the table below. The fees include food and beverage during the lectures, lecture materials and access to University facilities (physical & virtual library). Not included are personal costs for travel,

housing and subsistence expenses. Instalments have to be paid to the University before the beginning of each semester upon request (invoice). All bank charges incurred for remitting the tuition fee are borne by the applicant. The following installments apply.

	Personal attendance			Personal and online attendance		
	Tuition fee	Admin fee	Subtotal	Tuition fee	Admin fee	Subtotal
Semester 1	4,650 €	220 €	4,835 €	6,900 €	220 €	7,085 €
Semester 2	4,650 €	220 €	4,835 €	6,900 €	220 €	7,085 €
Semester 3	4,650 €	220 €	4,835 €	6,900 €	220 €	7,085 €
Semester 4	2,000 €	220 €	2,185 €	2,000 €	220 €	2,185 €
<b>Total</b>	<b>16,830 €</b>			<b>23,580 €</b>		

### How long will I be expected to study for in addition to the monthly study blocks?

People study at different rates, but we estimate that you will need to study

for around 80-150 hours per module including time spent on monthly blocks.

### Can I cancel my application?

Cancellations must be submitted in writing. No cancellation fee will be charged if the cancellation is submitted within 7 days after your offer has been sent. After this period, you may cancel up to 6 weeks before the start of the

programme. In this case, the cancellation fee will be 10 % of the total tuition fee. Cancellations after this time will be due to pay 100% of the tuition fee. If the applicant withdraws from the programme, the tuition fee will not be refunded. The

University reserves the right to cancel the program for compelling reasons before its start. The University reserves the right to make necessary changes to the curriculum, to change the venues and make organisational changes at short notice.

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## Candidates

for admission should hold a Bachelor or Master's degree or the equivalent in a relevant subject (for example, law, engineering, surveying, construction management or economics). Candidates with other professional or academic qualifications will be considered; the programme director will determine admission.

For candidates whose formal education or relevant work experience has not been in an English-speaking institution or country, proof of advanced English language proficiency will be required.

## General

**Please tick the boxes below to show that you accept our Terms and Conditions.**

☐ I am applying for the Master's Program in International Construction: Practice and Law commencing in May 2022. Upon completion of this course I will be awarded a Master of Business Engineering (MBE). My application is binding.

☐ I have been informed that the duration of the program is four semesters (2 years) and that part-time attendance, personally or online, is required during the first three semesters (3 days per month, Thursday-Saturday). The fourth semester will be devoted to writing my thesis.

☐ I am aware that the number of places for this program is limited; admission to the program is subject to availability, time of application and the applicant's qualifications.

☐ I am aware that cancellations must be submitted in writing. Please refer to page 26 for full details.

## Personal Data

Sex	<input type="checkbox"/> Female	<input type="checkbox"/> Male	Academic Degree(s)	<input type="text"/>
First Name	<input type="text"/>			
Last Name	<input type="text"/>			
Address (Street, Street no., Apt. no.)	<input type="text"/>			
Postal Code, City, Country	<input type="text"/>			
Phone/Fax	<input type="text"/>	Email	<input type="text"/>	
Date of Birth	<input type="text"/>	Place of Birth	<input type="text"/>	
Social Insurance Number (if applicable)	<input type="text"/>	Nationality	<input type="text"/>	

## Education

### Information about your secondary school leaving certificate

Date (DD.MM.YYYY)	<input type="text"/>	Country	<input type="text"/>
Type of school learning certificate	<input type="text"/>		

### Information for study

Have you studied at the University of Stuttgart?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have you studied at another German University?	<input type="checkbox"/> Yes, at <input type="text"/>	<input type="checkbox"/> No
German registration number* (Matrikelnummer)	<input type="checkbox"/> Yes, it is <input type="text"/>	<input type="checkbox"/> No

\*In case you studied at a German University it is necessary to name/to declare your German registration number

Completed study programme:

**For any questions and for help in filling in your application form please**

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**Email: [stuttgart@informa.com](mailto:stuttgart@informa.com)**



University/

University of Applied Sciences

Field(s) of study

Year of university degree

Please enclose a certified copy of academic certificates and other academic proofs of performance that list the exams and the grades received. Please list additional qualifications and continuous education in your CV.

**Languages**

English

☐ A1 ☐ A2 ☐ B1 ☐ B2 ☐ C1 ☐ C2 ☐ Native

European language levels:

<http://europass.cedefop.europa.eu/LanguageSelfAssessmentGrid/en>

If English is not your native language: do you consider your knowledge of English to be at a sufficient level for attending courses and seminars on legal theory taught in English?

- |                              |                              |                                       |                             |
|------------------------------|------------------------------|---------------------------------------|-----------------------------|
| - the English language       | <input type="checkbox"/> Yes | <input type="checkbox"/> More or less | <input type="checkbox"/> No |
| - for understanding lectures | <input type="checkbox"/> Yes | <input type="checkbox"/> More or less | <input type="checkbox"/> No |
| - for reading texts          | <input type="checkbox"/> Yes | <input type="checkbox"/> More or less | <input type="checkbox"/> No |
| - for writing papers         | <input type="checkbox"/> Yes | <input type="checkbox"/> More or less | <input type="checkbox"/> No |

Have you taken or made arrangements to take the Test of English Foreign Language (TOEFL) or another standard English examination?

☐ Yes ☐ No Name of examination  Date taken 

Location of testing  Centre score 

If yes, please enclose a certified copy of your certificate(s).

**Details of current employment (if applicable)**

Position

Joining date

In current position since

Responsibilities

Please provide a detailed list of all your previous employments in your CV.

**Details of employer (if applicable)**

Name of company/organisation

Size of company/organisation

Company address

(Street, Street no., Apt. no., Postal code, Country)

Phone/Fax

Email

**Accommodation**
☐ I wish to receive information about accommodation




## APPLICATION FORM

☐ I will take care of accommodation myself

### Funding

☐ I will bear the costs myself

☐ The costs will be borne ☐ totally ☐ partly by my company/organisation.

☐ I was granted a scholarship for this programme by:

### Method of Study

☐ I am aware that there are two possible modes of attendance at the lectures which are subject to different tuition fees (see page 26 for further details).

#### Option 1: Personal attendance

Students will attend lectures in person at the University of Stuttgart.

#### Option 2: Personal and Online attendance

Students will attend lectures in person or participate via the University's online system. Students are allowed to change their mode of attendance based on their professional and personal circumstances.

☐ I am aware that I must attend all examinations in person at Stuttgart University at the end of each semester (this applies to both modes of study).

I will be undertaking the following mode of attendance:

☐ Personal attendance mode. Fees due are 16,830 € (this includes the administration fee of 220 € per semester).

☐ Personal and online attendance mode. Fees due are 23,580 € (this includes the administration fee of 220 € per semester).

The tuition fee is exempt from value added tax.

Please enter your VIP code (if you have one):

How did you hear about the programme? (be as specific as possible)


### Preferred contact address

☐ Home address

☐ Company address

### University of Stuttgart Terms and Conditions

Travel, accommodation and subsistence expenses as well as any student union membership fees and expenses for teaching material (books, lecture notes, etc.) are not covered by the tuition fee. All bank charges incurred for remitting the tuition fee are borne by the applicant.

The number of places is limited; admission to the programme is subject to available places, time of application and applicant's qualifications. The admission requirements are based on the guidelines of the University of Stuttgart, as amended from time to time.

The cancellation of the application has to be submitted in writing. No cancellation fee will be charged if the cancellation is submitted within 7 days after your application has been accepted. After this period, a cancellation is possible until no later than 6 weeks before the start of the programme. In this case, the cancellation fee amounts to 10% of the tuition fee. If an application is not cancelled in due time, the cancellation fee amounts to 100% of the tuition fee. If the applicant stops or drops out of the programme, the tuition fee will not be refunded.

For any questions and for help in filling in your application form please

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Email: [stuttgart@informa.com](mailto:stuttgart@informa.com)



The programme director reserves the right to cancel the programme for compelling reasons before its start. The programme director reserves the right to make necessary changes to the curriculum, to change the venues and make organisational changes at short notice.

Please note that certain aspects of the enquiry and application processes are administered by Informa Connect, a 3rd party company.

**VIP Code**

Please quote the above VIP code when applying - THIS IS ESSENTIAL TO PROCESS YOUR APPLICATION

**Please attach copies of the following documents to this application form**

1. Curriculum Vitae (CV)
2. Proof of conferment of an academic degree, or proof of qualification for university entrance together with proof of relevant employment
3. Academic diploma(s) and proof of any of other academic achievement(s) that contain(s) a list of examination grades
4. Passport or ID
5. Proof of advanced English language knowledge (TOEFL PBT: 550 Points; TOEFL CBT 213 Points; TOEFL iBT 80 Points; IELTS mind. Band 6.0; Cambridge ESOL CAE/CPE)

☐ I confirm that all information given is correct and complete.

☐ I hereby agree that my data can be stored electronically for the purpose of application and that I will receive mail for information purposes; I have the right to object to such mail at any time. My data will not be disclosed to any third party (apart from Informa Connect which is handling certain aspects of the enquiry and application processes).

**Date, place**

**Signature**

**Please send to:**

Richard Morgan  
Informa Connect  
240 Blackfriars  
London  
SE18BF  
UK

Alternatively please scan your application form, certificates and ID and email it to [richard.morgan@informa.com](mailto:richard.morgan@informa.com)

