ABOUT THE EVENT

Various projects often require significant investment of time and resources, therefore stakeholders need to carefully look into their contractual responsibilities to ensure minimum disruption to their ventures. Key parties need to identify the potential risks and explore mitigation solutions prior to the start of their projects. As part of continuity planning, key parties are required to work through effective risk management policies in managing contracts.

The 1-day seminar aims to discuss on the following critical areas:
• Contract formation and Interpretation
• Understanding typical key contractual clauses
• Remedies for breach of contract
• Termination and Dispute Resolution

Please refer to page 3 for course details!

Organised by:

K2B International
KNOWLEDGE 2 BUSINESS

PANEL LAWYERS FROM RAJAH & TANN SINGAPORE LLP ARE:

Hazel
Partner
Rajah & Tann Singapore LLP

Zheng Sicong
Partner
Rajah & Tann Singapore LLP

Choi Fuh Mann (Jovn)
Senior Associate
Rajah & Tann Singapore LLP

Thea Raman
Senior Associate
Rajah & Tann Singapore LLP

This event has bee approved for 6 PDUs under the PEB CPD Programme.
Contract Risk Management

ABOUT THE SPEAKERS

Hazel Tang
Partner
Rajah & Tann Singapore LLP

Hazel Tang is a partner in Rajah & Tann Singapore LLP’s International Arbitration and Construction Projects practice group. Hazel’s areas of practice encompass a wide range of contentious and non-contentious work in the areas of construction, engineering and infrastructure projects in the region.

Hazel has advised clients over a broad range of issues such as risk mitigation in construction projects, recovery of outstanding payment in major construction projects, joint venture disputes, shareholders’ disputes and employment matters. Hazel has also effectively represented clients in arbitration, litigation, adjudication and mediation proceedings in disputes in oil and gas projects, power plants, mining operations and major construction projects such as airport terminals, condominiums in the region.

Zheng Sicong
Partner
Rajah & Tann Singapore LLP

Sicong is a partner in Rajah & Tann Singapore LLP’s International Arbitration and Construction Projects practice group. Sicong’s practice focuses on international arbitration, covering a wide range of contentious matters. He has acted for a diverse range of clients including mine owners, oil and gas entities, and suppliers, from various jurisdictions including Singapore, Indonesia, Malaysia, and Vietnam.

Sicong also represents clients in civil and commercial disputes both in court and in arbitration, and is familiar with arbitrations conducted under the SIAC and ICC rules.

Choi Fuh Mann (Jovn)
Senior Associate
Rajah & Tann Singapore LLP

Jovn is a Senior Associate in the International Arbitration and Construction Projects practice group. Jovn is involved in and has advised on various disputes as well as contract administration / risk management in significant projects.

Jovn’s expertise in dispute resolution ranges from matters that are subject to litigation in court, both domestic and international arbitration (be it ad-hoc or under institutional rules such as SIAC, ICC), and adjudication. Jovn has experience resolving disputes under various systems of law (whether under common law or civil code) including Taiwanese law, Chinese law and Japanese law.

Thea Raman
Senior Associate
Rajah & Tann Singapore LLP

Thea is a senior associate in Rajah & Tann LLP’s International Arbitration and Construction Projects practice group. Thea’s areas of practice include various contentious as well as advisory works in the area of building and construction law and is particularly familiar with the adjudication process provided for under the Building and Construction Industry Security of Payments Act.

She has represented and advised her clients in civil and commercial disputes in both court and arbitration, and is familiar with SIAC ICC administered arbitrations.

She has represented and advised her clients in civil and commercial disputes in both court and arbitration, and is particularly familiar with SIAC and ICC administered arbitrations. Thea also regularly appears in the Supreme Court of Singapore and is familiar with the processes involved in applications for urgent injunctive relief, particularly in the area of applying for and resisting injunctions to restrain demands on performance bonds.
1-Day Seminar Program

Registration and coffee starts at 0830 daily. The course begins at 0930 sharp and ends at 1700. Lunch and refreshments will be provided for all attendees during the seminar.

**CONTRACT FORMATION AND INTERPRETATION**
- Mechanisms for contract formation
- Requirements for an agreement to have binding effect
- Non-parties to a contract; conferring benefits and creating burdens
- The ambit of contractual risk allocation; common pitfalls in negotiations
- Types of terms
- The process of construction
- The implication of terms in contracts
- Do pre-contractual statements matter?

**UNDERSTANDING TYPICAL KEY CONTRACTUAL CLAUSE**
- Incorporation of Clauses: What is in a Contract?
- Responsibilities of the Contractor: Only What is Written?
- Prices and Entitlement to Payments
- Time for Completion, Extensions of Time and Liquidated Damages
- Termination

**REMEDIES FOR BREACH OF CONTRACT**
- What is a breach of contract?
- Considerations when seeking damages
- Types of defences eg
  (i) remoteness
  (ii) failure to mitigate
- Exclusions &/or limitations of liability
- Remedies other than damages, for eg, specific performance

**TERMINATION AND DISPUTE RESOLUTION**
- Grounds for terminating a contract
- Dispute avoidance/management
- Dispute Resolution Mechanisms
  (i) Litigation
  (ii) Arbitration
  (iii) Expert Determination
  (iv) Mediation
- Privilege in dispute resolution

**WHAT PAST DELEGATES SAY ABOUT PANEL OF SPEAKERS FROM RAJAH & TANN SINGAPORE LLP**

“Excellent speakers”
CPG Facilities Management Pte Ltd

“Straight forward and relevant experience especially quoting case studies”
MOH Holdings

“Good!”
China Construction (South Pacific) Devt Co. Pte Ltd

“Good! Well-verse on topic of discussion. All speakers have conducted their sessions well!”
Northcroft Lim Consultants Pte Ltd

“Overall is good!”
Surbana International Consultants Pte Ltd

“Presentation materials are informative!”
HDB BRI

“Interesting topics”
CPG Facilities Management Pte Ltd

“Very good and knowledgeable”
Jurong Consultants

“Great speaker. Clear, logical presentation”
Samwoh Corporation

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Delivering practical insights from seasoned practitioners, each K2B forum empowers participants to make a real difference in their organisations.
REGISTRATION FORM

CONTRACT RISK MANAGEMENT

1 March 2016
HDB Centre of Building Research, Woodlands

TRAINING COURSE PRICES

<table>
<thead>
<tr>
<th>INDIVIDUAL REGISTRATION (Standard Price)</th>
<th>GROUP REGISTRATION (Price after team discounts)</th>
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<tbody>
<tr>
<td>Individual</td>
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<td>Group of 8</td>
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<td>$2880 (save $320)</td>
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Job Title: _________________________________ Mr  Mrs  Ms  Dr  Other
Delegate 3 Name: ___________________________ Email: ___________________________
Job Title: _________________________________ Mr  Mrs  Ms  Dr  Other
Invoicing Contact: __________________________
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Accommodation and travel costs are not included in the training fee.

Once you have completed, signed and sent this training registration form to K2B International, we will email you a delegate welcome pack. You will receive the hotel’s booking form in this pack which you can fax to the hotel to reserve your room at a discounted rate.

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