

2nd Annual

# Contract Risk Management for the Utilities and Power Generation Industry

Contracting as a Risk Mitigation and Prediction Tool

Amsterdam, The Netherlands

26th–28th September 2011

## Effective Contract Risk Management is Key to Ensuring the Economic Viability of your Energy Portfolio

Including Half-Day Interactive Post-Conference Workshop:

**Contract Innovation and Due Diligence**



Attending this Premier **marcus evans** Forum Will Enable You to:

- **Effectively** future proof your contracts
- **Successfully** manage and expand your project portfolio
- **Profit** from valuable financial risk mitigation techniques
- **Maximise** the potential of your cross border agreements
- **Explore** protective contracting strategies
- **Select** the best jurisdiction for dispute resolutions and project execution

Learn from Key Practical Case Studies:

- **Dalkia** analyse cross border infrastructure projects from a Middle Eastern perspective
- **Société Générale** divulge growing trends in energy investment and financing
- **Siemens Wind Power** explore protective clauses in complex energy projects
- **Eneco's** insight on how to include flexibility within your contracts
- **GE Energy** on standardising contracts in a global market
- **Electrabel** on how to manage your contractor's insolvency risk

**marcus evans** Expert Speaker Panel:

**Allan Baker**  
Global COE Leader of Power Project Financing  
**Société Générale**

**Elisa Lambertini**  
Global COE Leader – Counsel Risk Management  
**GE Energy**

**Jasmin Kaboni – Voit**  
Senior Legal Counsel  
**RWE Supply and Trading GmbH**

**Stefaan Beyeaert**  
Senior Legal Counsel  
**Electrabel, GDF Suez**

**Dolores O'Hare**  
Legal Counsel  
**Wood Group**

**Eefje Burger**  
Legal Counsel  
**NEM B.V.**

**Paul Mallory**  
VP Learning and Training  
**International Association for Contract & Commercial Management (IACCM)**

**Pierre Bernard**  
Secretary General  
**Elia Belgium**

**Sebastien Bernard**  
General Counsel Middle East  
**Dalkia**

**Filippo Cimitan**  
Legal Counsel  
**Siemens Wind Power**

**Siobhan Hagerty – Crosse**  
Legal Counsel  
**Drax Power**

**Guido Letmaath**  
Contract Risk Manager  
**NEM B.V.**

**Pepijn Docter**  
Senior Contract Manager  
**Eneco**

**Cecilia Misu**  
Senior Contract Manager  
**Siemens**

**Graham Coop**  
Secretariat  
**Energy Charter**

26th September 2011

## Booking Line

David Marcel

Tel.: +00420 255 707 216

Fax: +00420 255 707 232

[davidm@marcusevanszcz.com](mailto:davidm@marcusevanszcz.com)

08:30 Registration and Coffee

09:00 Opening Address from the Chair

### POLITICAL AND CONTRACT RISK STRATEGIES FOR LEGAL PROTECTION

09:10 Case Study

#### Force Majeure Clauses in International Energy Projects

- Protective contracting strategies in anticipation of force majeure
- Damage limitation in the immediate aftermath of force majeure
- Insurance and liabilities

**Dolores O'Hare**

Legal Counsel

Wood Group

09:50 Case Study

#### Hardship Clauses in Complex Energy Projects

- Protection provided under hardship clauses
- Changing circumstances and contractual responsibility
- Successfully amending contracts in volatile environments
- Deadlock resolution

**Filippo Cimitan**

Legal Counsel

Siemens Wind Power

10:30 Morning Coffee and Networking Break

11:00 **Bilateral Investment Treaties and the Energy Charter**

- Protection offered through bilateral and multilateral investment treaties
- Mailbox companies: structuring investments to benefit from investment treaties
- Bilateral Investment Treaties, the Energy Charter Treaty, the European Union and exchange controls

**Graham Coop**

Secretariat

Energy Charter

### MAXIMISING THE POTENTIAL OF CROSS BORDER AGREEMENTS

11:40 Case Study

#### Common vs. Civil Law

- Structuring your contracts in a global energy market
- Comparison of the benefits of Common and Civil Law in national and cross border agreements
- Competently adapting contracts to the Common Law concept

**Siobhan Hagerty – Crosse**

Senior Legal Counsel

Drax Power

12:20 Case Study

#### Cross Border Infrastructure Projects and Transactions: A Middle Eastern Perspective

- Middle East economic review 2011: opportunities and threats in the energy and utilities markets
- Tips for doing business in the Middle East
- Infrastructure projects: the contractual approach
- The setting up of partnerships and Joint Ventures in the Gulf countries: what you need to know

**Sebastien Bernard**

General Counsel Middle East

Dalkia

13:00 Luncheon

14:00 Coffee and Networking Break

14:30 Case Study

#### Diversifying Risks with Portfolio Expansion

- Adaptation of foreign business culture, language, and country regulations within cross border agreements
- The growing trend for mergers and acquisitions
- Assessing the value of foreign resources
- Case study from the transmission industry

**Pierre Bernard**

Secretary General

Elia Belgium

### REDUCING FINANCIAL RISK

15:10 **Growing Trends in Investment and Project Financing**

- Development of the renewables sector
- What the increase in private funding can offer
- Areas prime for investment
- Considerations for legal counsel to mitigate financial risks

**Allan Baker**

Global Head of Power Project Financing

Société Générale

15:50 Afternoon Tea and Networking Break

16:20 Case Study

#### Managing a Contractor's Insolvency Risk

- Contractual mitigation of contractor insolvency
- Implementing a successful payment schedule
- Synchronisation of payments due at different project stages

**Stefaan Bayeart**

Senior Legal Counsel

Electrabel, GDF Suez

17:00 Panel Discussion

#### Lucrative Project Financing: Can the Right Type of Financing Reduce Risk In My Contract?

- Assessing the financial needs of energy projects
- Raising a project's potential for financing
- Discussing what is the right form of financing for me?

*Panel Moderator:*

**Allan Baker**

Global Head of Power Project Financing

Société Générale

*Panellist:*

**Sebastien Bernard**

General Counsel Middle East

Dalkia

17:40 Chairperson's Closing Comments and End of Day One

Day Two

27th September 2011

08:30 Registration and Coffee

09:00 Opening Address from the Chair

### EFFECTIVE DISPUTE RESOLUTION STRATEGIES

09:10 Case Study

#### Tactics for Avoiding Disputes

- Clarification of responsibilities
- Distributing and balancing risk
- Use of stepped procedures

**Cecilia Misu**

Senior Contract Manager  
Siemens

09:50 Case Study

#### Arbitration: A Winning Resolution

- The advantages of international arbitration
- The choice of appropriate arbitration rules
- Drafting arbitration clauses

**Jasmin Kaboni – Voit**

Senior Legal Counsel  
RWE Supply and Trading GmbH

10:30 Morning Coffee and Networking Break

### FUTURE PROOFING YOUR CONTRACTS

11:00 Case Study

#### Standardisation of Contracts in a Global Market

- Creating a contract that translates internationally
- Assessing the impact of different legal systems
- Selecting the right contract model

**Elisa Lambertini**

Global COE Leader – Counsel Risk Management  
GE Energy

11:40 Case Study

#### Anticipating the Challenges of Continuous Change

- Allowing for flexibility within the scope of contracts
- Price revision clauses
- Building a contracting strategy that includes expectations for new developments

**Pepijn Docter**

Senior Contract Manager  
Eneco

12:20 Case Study

#### Exploring Pre-Contractual Legal and Commercial Risks and their Mitigation Strategies

- Different types of contracts and the importance of incoterms
- Financial risks: how NEM is dealing with credit, currency and political risks
- Tax compliance: the fiscal impacts of international transactions
- Drafting dispute resolution provisions
- The choice of governing law

**Eefje Burger**

Legal Counsel  
NEM B.V.

**Guido Letmaath**

Contract and Risk Manager  
NEM B.V.

13:00 Luncheon

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14:00 Coffee and Networking Break

14:30 **From Consequence to Probability:**

#### Changing the Focus for Contract Risk Management

- The role of relationship management in managing risk
- The risk of not achieving anticipated business outcomes, and steps to take
- The role of governance and change management in delivering greater value

**Paul Mallory**

VP Development and Training

International Association for Contract & Commercial Management (IACCM)

15:10 Case Study

#### Bespoke Contracting Techniques

- Tailoring fit for purpose contracts
- Mitigation during execution
- Successfully progressing from sales to project management
- Risk matrixes

*Speaker to be announced shortly*

15:50 Afternoon Tea and Networking Break

16:20 Panel Discussion

#### Common Clauses in Utilities and Power Generation Contracts

- Industry standard clauses and contracts
- Can contract wording offer enough protection
- Negotiating change

*Panel Moderator to be announced shortly*

*Panellists:*

**Paul Mallory**

VP Development and Training

International Association for Contract & Commercial Management (IACCM)

**Filippo Cimitan**

Legal Counsel  
Siemens Wind Power

17:00 Chairperson's Closing Comments and End of The Conferenc

#### Business Development Opportunities:

Does your company have services, solutions or technologies that the conference delegates would benefit from knowing about? If so, you can find out more about the exhibiting, networking and branding opportunities available by contacting our sponsorship division.

**Sameer Mukoo**, Sponsorship Manager, **marcus evans** Prague

Tel.: +420 255 707 225

Fax: +420 255 707 232

Email: [sameerm@marcusevanscz.com](mailto:sameerm@marcusevanscz.com)

28th September 2011

08:30 Registration and Coffee

09:00 Workshop Leader Introduction and Opening Remarks

CONTRACT INNOVATION AND DUE DILIGENCE

09:15 **Spotlighting Geographical Blind Spots**

- Investigating and assessing the investment potential of new geographical areas
- Accommodating foreign government and tax regulations
- Adjusting to regulations for foreign tendering
- Translation of Intellectual Property in emerging geographical markets

10:45 Coffee and Networking Break

11:15 **Technical Due Diligence**

- Assessing the viability of new and prototype technology
- How to mitigate construction risk within targets
- Managing technical issues

12:30 Closing Remarks from the Workshop Leader and End of Workshop

## marcus evans

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# Contract Risk Management for the Utilities and Power Generation Industry

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#### DELEGATE FEES

- CONFERENCE** @ EUR 2999.00
- CONFERENCE AND WORKSHOP:** @ EUR 3899.00
- ONLINE DOCUMENTATION:** @ EUR 895.00

Please note that all fees are charged in CZK at current exchange rates.

#### Payment is required within 5 working days.

The credit card payment amount will be deducted in Euro. A 16% service charge has been added to all conference fees prior to the event and is inclusive of programme materials, luncheon and refreshments.

**CONFERENCE:** CONTRACT RISK MANAGEMENT FOR THE UTILITIES AND POWER GENERATION INDUSTRY

**DATES:** 26TH-28TH SEPTEMBER 2011

**VENUE:** AMSTERDAM, THE NETHERLANDS

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#### CONFERENCE DELEGATE TERMS

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2. Payment Terms: Following completion and return of the registration form, full payment is required within 5 days from receipt of invoice. PLEASE NOTE: payment must be received prior to the conference date. A receipt will be issued on payment. Due to limited conference space, we advise early registration to avoid disappointment. A 50% cancellation fee will be charged under the terms outlined below. We reserve the right to refuse admission if payment is not received on time.
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7. Governing law: This Agreement shall be governed and construed in accordance with the law of England and the parties submit to the exclusive jurisdiction of the English Courts in London. However, **marcus evans** only is entitled to waive this right and submit to the jurisdiction of the courts in which the Client's office is located.
8. Client hereby acknowledges that he/she specifically authorizes that **marcus evans** charge the credit card listed above for the amount provided herein; that this Contract is valid, binding and enforceable; and that he/she has no basis to claim that any payments required under this Contract at any time are improper, disputed or unauthorized in any way. Client acknowledges that they have read and understood all terms of this contract, including, without limitation, the provisions relating to cancellation.