



JOINT COURSES ON ALTERNATIVE DISPUTE RESOLUTION FOR PRACTITIONERS

Date & Time : **15 & 22 October 2015 (Thursday) from 8.30 am – 5.30pm**
 Venue : **C&S & TUS Lecture Room, 2nd Floor, Wisma IEM, Petaling Jaya, Selangor**
 Co-organisers : **Pertubuhan Akitek Malaysia * Malaysian Institute of Arbitrators * Royal Institution of Surveyors, Malaysia * The Institution of Engineers, Malaysia (DRP Subcommittee)**

**BEM Approved
CPD/PDP Hours:
13.0
IEM15/HQ/366/C**

Curious about ADR or simply want a refresher? Look no further. Join us for our 2-day intensive course on the practical aspects of construction law, arbitration, adjudication and mediation. Our speakers and facilitators who are themselves construction law and/or ADR practitioners will draw from and share with you their wealth of knowledge and experience viewed from a practical and real-world perspective.

SYNOPSIS AND BIODATA OF SPEAKERS

Day 1 (Morning): Arbitration - What is Arbitration? Is it any different from going to court? Find out about these and more at our session on arbitration where our speakers and facilitators will take you through the arbitration hearing and process as well as the role played by an expert witness.

Kevin Prakash's practice is in dispute resolution and has been involved in complex disputes in various forms for over 15 years. He has wide experience in diverse types of disputes including corporate and commercial disputes, contractual, civil and shipping disputes. He regularly appears in Court proceedings as well as Arbitration mainly for building contract disputes. He was a partner with a large law practice in Kuala Lumpur before joining a boutique dispute resolution practice, Mohanadass Partnership. He is the current President of the Malaysian Institute of Arbitrators.

Sharon Chong Tze Ying is a Senior Associate in the Dispute Resolution Division of Skrine. Her portfolio of dispute resolution work focuses on corporate and commercial litigation and international arbitration. She acts as an advocate in a wide array of commercial and corporate disputes in international arbitrations in Asia and Europe and litigation at all tiers of the Malaysian courts. She has worked together with and also against foreign solicitors in the United Kingdom, the United States, India and Singapore, and has instructed and worked closely with Queen's Counsel from top chambers in the United Kingdom.

Sharon is a Fellow of the Chartered Institute of Arbitrators (UK) and the Malaysian Institute of Arbitrators, and is also a Council member of the Malaysian Institute of Arbitrators. She has a Diploma in International Arbitration conferred by the Chartered Institute of Arbitrators (UK). Sharon has acted in a variety of shareholders' disputes, and advises and acts in insolvency matters. Her other areas of practice include corporate insolvency, construction and engineering, reinsurance and public and administrative law.

Day 1 (Afternoon): Adjudication - It is ironic that the construction industry, which more than all other industries, depends on coordination, cooperation, and teamwork among various parties, should be the most problematic and adversarial. A dispute might arise at any point during the construction process as a result of differing expectations or misinterpretations of the contract documents, which leads frequently to unnecessary problems and delays. This seminar will explore adjudication as the new way of resolving construction disputes.

Ar. Steven Thang Boon Ann is the PAM ADR Committee Chairman. He has been practicing as an Architect since 1990 and is a PAM council member since 2011. Other than the ADR portfolio, he currently chairs the PAM 2006 Contract review subcommittee, Heritage and Conservation committee, and PAM seismic Guidelines and Code subcommittee. Steven also represents PAM in several committees in SIRIM and CIDB. He is also a registered Building Conservator and Adjudicator.

Ar. David Cheah APAM, APPM, FCIArb is an Architect, Urban Planner, Adjudicator and Chartered Arbitrator. He believes that due to the nature of construction and the multiplicity of players in the construction industry, it will be unavoidable for consultants to be involved with dispute resolution, in one way or another. Although the best form of dispute resolution is dispute avoidance, it's easier said than done.

Day 2 (Morning): Common Issues on Construction Contract Management: Avoiding Disputes - This is an intensive course on the topic of Common Issues in Construction Contracts: Avoiding Disputes meant as a refresher course for project personnel such as Architects, Engineers & Quantity Surveyors involved in claims assessment as well in the implementation of contracts

Ir. Harbans Singh K.S is a Professional Engineer, Chartered Engineer, Arbitrator, Mediator, Adjudicator, Advocate and Solicitor (non-practising). He commenced his career with the Public Works Department, Malaysia before joining an international German engineering consultancy practice with whom he worked locally and then in Koblenz, Germany as a designer, resident engineer and contract administrator. Later Ir. Harbans served with a local consultancy firm in various professional capacities and is presently domiciled in Malaysia where he is active in construction law and dispute resolution.

He is a regular contributor to "The Ingenieur", the Malayan Law Journal, The Law Review and other professional publications. He is the recipient of a number of awards including Institution of Engineers Malaysia's Tan Sri Haji Yusoff Prize (2001), the Cedric Barclay Award and the Chartered Institute of Arbitrator's Award for the Diploma in International Commercial Arbitration examination (2003). Ir. Harbans is also the author of a series of four books entitled 'Harbans's Engineering and Construction Contracts Management', coauthor of 'The PAM 2006 Standard Form of Building Contract' and 'Construction Law in Malaysia', contributor to 'The Malaysian Standard Precedents and Forms: Engineering & Construction Contracts (Vol.N)' and is a regular speaker at courses, seminars and conferences.

Day 2 (Afternoon): Mediation - The use of ADR mechanisms to resolve construction disputes is not alien to the construction industry. Mediation is internationally regarded as a cost-effective and efficient means of resolving construction disputes, reducing the risks of costly conflict and delay. The presentation will touch on various ADR mechanisms and in particular mediation and the different models available. The facilitative mediation process model will be discussed to highlight how the mediator who acts as a catalyst to the mediation process assists parties in the resolution of their disputes. The mediator defines the issues, opens up channels of communication, explores options and alternatives and facilitates negotiation between the parties towards reaching a settlement using mediation techniques. Mediators encourage the parties to discuss their interests rather than their legal entitlements. Mediators look to capture a solution that parties could live with, rather than identify rights and duties. The progress and current trends of mediation in Malaysia in the construction industry will also be covered in this presentation. The Mediation Act 2012 and its applicability to construction disputes will also be covered.

Gunavathi Subramaniam was admitted to the High Court of Malaya as an advocate and solicitor in 1987. She was accredited as one of the pioneer mediators of the Malaysian Mediation Center of the Bar Council in April 2000. She was instrumental in drawing up the working paper for the establishment of the Malaysian Mediation Center of the Bar Council, Malaysia in 1998 and its Code of Conduct and Rules. She was also responsible for drafting the draft "Mediation Act" on behalf of the Bar Council and was involved with deliberations on the said Act with the Attorney General's office which said Act has now come into force.

PROGRAMME
(JOINT COURSE ON ALTERNATIVE DISPUTE RESOLUTION FOR PRACTITIONERS)

DAY 1 (15 OCTOBER 2015)		DAY 2 (22 OCTOBER 2015)	
0800-0900	Registration	0800- 0900	Registration
	Arbitration: Practical Aspects		Common Issues in Construction Contract Management: Avoiding Disputes
0900-1000	Introduction to Arbitration. Why Arbitrate?	0900- 1000	The Contract: How to use Standard Forms
1000-1015	Tea Break	1000- 1015	Tea Break
1015-1130	The Hearing Process Procedure and Practice. Managing the Expert Witness	1015- 1130	Common Issues in Construction Contracts and Avoiding Disputes
1130-1230	Enforcing the Arbitral Award	1130- 1230	Document Management
1230-1330	Lunch	1230- 1330	Lunch
	Adjudication		Mediation
1330- 1430	Essentials of CIPAA 2012 - Overview of the Act and Its Purposes	1330- 1545	- An Introduction to ADR and Dispute Resolution Mechanisms - Mediation Models – Evaluative Vs Facilitative - The Process of the Facilitative Mediation Model - Why Mediate Construction Disputes? - Factors to Consider Before Mediation
1430- 1545	Practice and Procedure - Who can be Adjudicators and Their Qualifications		
1545-1600	Tea Break	1545- 1600	Tea Break
1600- 1730	Common Challenges to Adjudication How to Become an Adjudicator?	1600- 1530	- Effective Mediation in Construction Industry - The Progress of Mediation in the Construction Industry in Malaysia - The Mediation Act 2012

REGISTRATION FEES (Inclusive of documentation, tea breaks and lunch)

	Online rate/ Normal rate (Exclude GST)
IEM/RISM/PAM/MIArb Member	RM 500.00
Non-Member	RM 1,000.00

(Note: For online registration, kindly login the IEM website at www.myiem.org.my)

CLOSING DATE FOR REGISTRATION: 12th OCTOBER 2015
(Please fax the Registration Form at 03-7957 7678 or email to sec@iem.org.my)

REGISTRATION FORM

Names	IEM M'ship No & Grade	H/P number	e-mail	Amount (RM)
Sub-Total				
Add GST @ 6%				
TOTAL AMOUNT PAYABLE (RM):			Total Payable	

PAYMENT DETAILS

Enclosed herewith a cheque No. : _____ for the sum of RM _____ issued in favour of "**The Institution of Engineers, Malaysia**" and crossed 'A/C Payee Only'. I/We understand that the fee is not refundable if I/we withdraw after my/our registration is accepted by the Committee but substitution of participants will be allowed. If I/we fail to attend the Seminar, the fee paid would not be refunded.

Contact Person : _____ Designation : _____

Name of Organisation : _____

Address : _____

Tel No : _____ HP : _____ Email : _____ Signature : _____

TERMS & CONDITIONS

- For **ONLINE REGISTRATIONS**, only **ONLINE PAYMENT** is applicable [via **RHB and Maybank2u** -Personal Saving & Personal Current; **Credit Card** – Visa/Master)
- Payment via **CASH / CHEQUE / BANK-IN TRANSMISSION / BANK DRAFT / MONEY ORDER / POSTAL ORDER /LO / WALK-IN** will be considered as **NORMAL REGISTRATION**.
- For **online registrations**, please note that payment **MUST** be "**ONLINE**" before the closing date. If payment is not received and verified within the stipulated time, the registration fee will be reverted to the normal registration fee.
- FULL PAYMENT** must be settled before commencement of the course, otherwise participants will not be allowed to enter the hall. If a place is reserved and the intended participants fail to attend the course, the fee is to be settled in full. If the participant made payment and failed to attend the course, the fee paid is non-refundable. Registration fee includes lecture notes, refreshments and lunch.
- The Organising Committee reserves the right to cancel, alter or change the programme due to unforeseen circumstances. Every effort will be made to inform the registered participants of any changes. In view of the limited space, intending participants are advised to send their registrations as early as possible so as to avoid disappointment.
- PERSONAL DATA PROTECTION ACT** I have read and understood the IEM's Personal Data Protection Notice published on IEM's website at <http://www.myiem.org.my> and I agree to IEM's use and processing of my personal data as set out in the said notice.