PETROSYNCS LEGAL SERIES

EPCIC CONTRACT MANAGEMENT

Optimizing Contract Performance throughout Project Lifecycle

5 October—7 October 2015
Kuala Lumpur, Malaysia
Course Overview
Protecting project interests from possible risks of major financial liabilities has always been a major business concern. Business must properly manage the legal terms in EPCIC contracts to protect the involved parties from damages of project changes.

Our EPCIC Contract Management course is developed to help you learn the required skillsets in effective allocation and management of risk in EPCIC contracts from negotiation, contract drafting, to project execution to ensure project success.

Course Design Focuses on Legal Structure
This course focuses on the legal structure of EPCIC contracts with a balanced approach on actual project management aspect for both Operator and Contractor’s contract positioning.

Includes Specific and Practical Case Studies
Both International and Regional case examples on EPCIC contract management are enhanced with several role plays and exercises during contract negotiation stage.

You will also learn how to choose the right contracting strategy and contractor via learning the preparation considerations before entering a contract. In addition to that, you will also be able to sharpen your negotiation skills with a guided role play in real case scenarios.

How Does This Course Benefits You?
Mitigate Common Risks
Mitigate common risks in EPC Contracts by strategizing all stages of EPC Contract preparation from negotiation, contract development, and management.

Attain Best Position
Attain best position in your EPCIC contract through understanding of key T&Cs for critical issues in project lifecycle and developing effective negotiation skills.

Tackle Key Issues
Tackle key issues during project lifecycle through enforceable contractual clauses.

Did you know the risks have been changed by current oil prices?
The fall in oil prices had inevitably lead oil companies to re-evaluate their new production projects, so what are the possible risks and issues should be alert to?

Did you actually know what are the critical issues will be faced during the contract life cycle?
Recently, a change in market conditions/environmental conditions always lead to the consideration—proceed or cut losses when the contracts have already been put in place. What should you do?
PetroSync Distinguished Instructor

Atty. Primila Edwards
Principal Legal Counsel
Straits Consulting Group

Practical & Consulting
Over 30 years of legal practice with cross-border contracting activities for oil & gas, maritime, and construction cases in EU, AUS, and SEA. Past legal counsel and advisor for Bumi Armada Berhad, MMHE, Hoang Long.

Training
Has taught this course for 3 years now, and it has been well-rated from the past attendees.

Regional
Clientele base is from the SEAsian region, as well as in the ME, EU, and AUS

Awards
- Hon. Immediate Past President of Malaysian Corporate Counsel Association (2009 - 2011);
- 2011 Shipping Lawyer of the Year of Malaysia, Legal Awards by Corporate International Magazine, UK;

Who Needs This Program

- People involved in Contract Management and Administration of EPCIC contract during project execution.
- Do regular liaisons with contractors on contractual issues (ie monitoring change order, deviation notice, claims/ CO negotiation, project close out, post project audit).

Job Titles Include:
- Contract Analyst
- Contract Administrators
- Legal Executives
- Contract Engineers
- Procurement Managers & Executives
- Risk Managers
- Project Managers & Executives
- Supply Chain Managers

Course Schedule

<table>
<thead>
<tr>
<th>Time</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>08:00—09:00</td>
<td>Registration (Day 1)</td>
</tr>
<tr>
<td>09:00—11:00</td>
<td>Session I</td>
</tr>
<tr>
<td>11:00—11:15</td>
<td>Refreshment Session I</td>
</tr>
<tr>
<td>11:15—13:00</td>
<td>Session II</td>
</tr>
<tr>
<td>13:00—14:00</td>
<td>Lunch</td>
</tr>
<tr>
<td>14:00—15:30</td>
<td>Session III</td>
</tr>
<tr>
<td>15:30—15:45</td>
<td>Refreshment Session II</td>
</tr>
<tr>
<td>15:45—17:00</td>
<td>Session IV (Last Session)</td>
</tr>
</tbody>
</table>

PetroSync Quality Assurance

All PetroSync courses are developed with top quality to address all your training needs and purposes. Our courses are vetted strictly to ensure that we always deliver the best courses with the best industry expert.

PetroSync Inhouse Solutions

PetroSync can tailor our courses to meet your specific needs at your preferred location and schedule. Contact us for more information at +65 6415 4500 or email to general@petrosync.com
Course Agenda — 3 Days

DAY 1

EPCIC Overview and Contract Preparation

Identifying Project Risks in the Oil and Gas Industry in the Current Market Conditions
- Assessing risks in times of volatile oil prices and in a challenging economy
- Assessing how risks have been changed by current oil prices and challenges in the economy
- Project contracting trends in the O&G industry
- Overcoming business, operational and project risk
- Are projects prepared for market risks?
- How to contract out project risk and optimize value chains in EPCIC Contracts?

EPCIC Contract Structure & Culture

Contract Variations
- Engineering, Procurement and Construction (EPC)
- Engineering, Procurement, Construction Management (EPCM)
- Engineering, Procurement, Construction, Installation & Commissioning (EPCIC)

Contracting Strategy
- Choosing the Right Contracting Structure
- Pros & Cons of the Different Contracting Strategy
- Factors Affecting Choice of Contracting Strategy
- Single-Point of Responsibility

Group Exercise:
- Tailoring your contract to individual projects

Pre-Contract Preparation
- Tendering Process
- Contractor Selection Process
- Analysing the Financial Projections and Service Quality Offer

Identifying, Allocating & Sharing of Risk based on EPCIC Contract Type

Types of Risks
- Evaluation and Analysis
- Construction Risks
- Operating Risks
- Financial and Economic Risks
- Legal Risks
- Political Risks

Group Discussion:
- What are your key considerations in the selection of contractor/contract?

Contractor Risks
- Risk Allocation to Contractors
- Single Point of Responsibility
- Fixed Completion Date
- Limited Technology Risks
- Performance Guarantees
- Liquidated Damages for Both Delay and Performance
- Security from Contractor or its Parent
- High Limits on Liability of Contractors
- Limited Ground for the Contractor to Claim Extensions of Time and Additional Costs

Employer Risks and Obligations
Avoiding Adversarial Project Team Relationship
Managing Risks—Fairer and More Effective Allocation of Risks

Group Exercise:
- Tailoring your contract to individual projects

DAY 2

Negotiating Contractual Terms & Risk Management Strategies

Negotiating Contractual Terms of EPCIC Contracts (Key Terms for Critical Issues in Project Lifecycle)
- Project Delay
- Material Adverse Change
- Accidents & Safety Liabilities
- Price Fluctuations
- Political Risk

Group Role Play:
- Negotiating on various terms of the contract (Team Debate & Resolutions)

general@petrosync.com | +65 6451 4500 | www.petrosync.com
EPCIC Contract Risk Management and Mitigation Strategies

Managing Multiple Contractors
Materials Supply Management
Risk Specifications
- Technology/Process Risk; Title Risk; Handover Risk; Currency & Payment Risk

Issue Faced During Contract Life Cycle (Aligning Contractual Terms to Project Management)
- Managing Coordination Issues
- Handling Completion Issues
- Liquidated Damages
- Dispute Resolution
- Enforcing of Commencement and Completion Dates
- Design Defects—What is the impact? How do you prevent and manage delay?

Liquidated Damages Amounts—Trigger Points
Caps on Liability
Indemnity Clauses for Various Critical Scenarios
Safety & Insurance
Ensuring Guarantees, Performance Guarantees
Extensions of Time Entitlements
Force Majeure Conditions & Enforcements
Intellectual Property
Defects
Exculpatory Clauses
Change of Law and Stabilization Clauses
Termination
Drafting Issues—Sample Clauses

Group Exercise:
- Which of the above issues have you experienced in real-life? How did you handle them, and what better way could you have handle them?

DAY 3

Case Studies, Pitfalls to Avoid in Contract Negotiation & Dispute Resolution Mechanisms

Case Studies
- Liability & Indemnity Clauses—Effects and Enforceability
- Renegotiation of Contracts
- Cross-Border Issues—Jurisdiction, Change of Law & Local Content Requirements

Contract Negotiation—Getting from NO to YES
- Negotiating Methods
- Strategies
- Pitfalls

Dispute Resolution Mechanisms
- Recent Trends in Resolving Disputes
- Mediation—The way ahead to resolve disputes—Saving Cost & Time

Management of Insurance Claims
- Key Issues in Claims Process
- Enforceability of Insurance Claims (Contractor/Operator POV)

Group Exercise:
- Interactive Role Play on negotiating an EPCIC Contract

Conclusion & Summary

You Might Also Be Interested In:

Legal Report Writing
8 – 9 October 2015 | Kuala Lumpur, Malaysia

Oil and Gas Contract Management
2 – 7 November 2015 | Kuala Lumpur, Malaysia

LNG & Gas Contract Management
16 – 20 November 2015 | Bali, Indonesia

Register For This Course Now!

Kindly fill up your particulars in the registration form placed at the end of this brochure, and send it to us or email to registration@petrosync.com

general@petrosync.com | +65 6451 4500 | www.petrosync.com
**INVESTMENT PACKAGES (Please Circle)**

<table>
<thead>
<tr>
<th>INVESTMENT PACKAGE</th>
<th>DEADLINE</th>
<th>FULL MASTERCLASS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Price</td>
<td>2 October 2015</td>
<td>USD 2,895</td>
</tr>
<tr>
<td>Early Bird Offer</td>
<td>11 September 2015</td>
<td>USD 2,695</td>
</tr>
<tr>
<td>Group Discount (3 or more Delegates)</td>
<td>2 October 2015</td>
<td>10% Discount</td>
</tr>
</tbody>
</table>

Group Discount is based on Standard Price

* To enjoy the promotion & discount offer, payment must be made before deadline
* For 7 or more delegates, please inquire for more attractive package.
* Prices include lunches, refreshments and materials. Promotion & discount cannot be combined with other promotional offers.
* Important: Please note that registration without payment will incur a SGD 200 administration fee.

**DELEGATES DETAILS**

1st Delegate Name: ____________________________________________  Mr □ Mrs □ Ms □ Dr □ Others □
Direct Line Number: ____________________________________________ Email: __________________________
Job Title: ____________________________________________________ Department: _______________________
Head of Department: ____________________________________________

2nd Delegate Name: ____________________________________________  Mr □ Mrs □ Ms □ Dr □ Others □
Direct Line Number: ____________________________________________ Email: __________________________
Job Title: ____________________________________________________ Department: _______________________
Head of Department: ____________________________________________

3rd Delegate Name: ____________________________________________  Mr □ Mrs □ Ms □ Dr □ Others □
Direct Line Number: ____________________________________________ Email: __________________________
Job Title: ____________________________________________________ Department: _______________________
Head of Department: ____________________________________________

**INVOICE DETAILS**

Attention Invoice to: ____________________________________________
Company: _____________________________________________________
Country: _______________________________________________________ Email: __________________________
Address: _____________________________________________________ Postcode: _________________________

Please note:  
- Indicate if you have already registered by Phone □ Fax □ Email □ Web □  
- If you have not received an acknowledgement before the training, please call us to confirm your booking.

**PAYMENT METHOD**

☐ By Credit Card: Please debit my credit card: □ Visa □ MasterCard □ AMEX Security Code: __________
Card Number: ________________ Expiry Date: __________
Name Printed on Card: __________________________

☐ By Direct Transfer: Please quote invoice number(s) on remittance advice

PetroSync Global Pte Ltd Bank Details:  
Account Name: PetroSync Global Pte Ltd  
Bank Name: DBS Bank Ltd  
Account No: SGD: 288-901898-0 USD: 028B-002682-01-6  
All bank charges to be borne by payer. Please ensure that PetroSync Global Pte Ltd receives the full invoiced amount.

**CONFIRMATION**

I agree to PetroSync’s terms & conditions, payment terms and cancellation policy.

Authorized Signature: __________________________________________

**PAYMENT TERMS**: Payment is due in full at the time of registration. Full payment is mandatory for event attendance.

---

**DATA PROTECTION**

The information you provide will be safeguarded by PetroSync that may be used to keep you informed of relevant products and services. As an international group we may transfer your data on a global basis for the purpose indicated above. If you do not want us to share your information with other reputable companies, please tick this box.

**CANCELLATION POLICY**

You may substitute delegates at any time as long as reasonable advance notice is given to PetroSync. For any cancellation received in writing not less than fourteen (14) working days prior to the training course, you will receive credit voucher less a SGD $200 administration fee and any related bank or credit card charges.

Delegates who cancel less than fourteen (14) working days of the training course, or who do not attend the course, are liable to pay the full course fee and no refunds will be granted.

In the event that PetroSync cancels or postpones an event for any reason and that the delegate is unable or unwilling to attend in on the rescheduled date, you will receive a credit voucher for 100% of the contract fee paid. You may use this credit voucher for another PetroSync to be mutually agreed with PetroSync, which must occur within a year from the date of postponement.

PetroSync is not responsible for any loss or damage as a result of the cancellation policy. PetroSync will assume no liability whatsoever in the event this event is cancelled, rescheduled or postponed due to any Act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, industrial action, or any other reason beyond management control.

**CERTIFICATE OF ATTENDANCE**

70% attendance is required for PetroSync’s Certificate of Attendance.

**DETAILS**

Please accept our apologies for mail or email that is incorrectly addressed. Please email us at registration@petrosync.com and inform us of any incorrect details. We will amend them accordingly.

**CHARGES & FEE(S)**

- For Payment by Direct Telegraphic Transfer, client has to bear both local and overseas bank charges.
- For credit card payment, there is additional 4% credit card processing fee.

---

**TERMS AND CONDITIONS**

Please note that trainers and topics were confirmed at the time of publishing; however, PetroSync may necessitate substitutions, alterations or cancellations of the trainers or topics. As such, PetroSync reserves the right to change or cancel any part of its published courses due to unforeseen circumstances. Any substitutions or alterations will be updated on our web page as soon as possible.

**DISCLAIMER**

No liability will be accepted for any event either cancelled, rescheduled or postponed by PetroSync due to any unforeseen circumstances. Any costs incurred as a result of such rescheduling or postponement will be borne by the client. PetroSync’s liability is limited to the reimbursement of all charges paid by the client towards the event(s) in respect of which the client seeks compensation. No claim for incidental, indirect or consequential loss or damage will be accepted by PetroSync in connection with or arising from the event(s).

Any delegate who books a PetroSync event and then fails to attend the course is liable to pay the full course fee and no refunds will be granted.

---

**AUTHORIZED SIGNATURE**

Authorized Signature: __________________________________________

**PAYMENT TERMS**: Payment is due in full at the time of registration. Full payment is mandatory for event attendance.