



3rd Annual ICC International Mediation Conference

MAKE MEDIATION HAPPEN!

2 February 2012
Paris

Getting your commercial dispute to successful mediation

Date: 2 February 2012

Venue: ICC Headquarters
38, Cours Albert 1er
75008 Paris - France

EARN
7.5 CLE credits
6.5 MCLE credits
6.5 CPD hours*
6.5 CNB hours*

Topics include

- Which dispute should be submitted to mediation and who should decide
- How and when to submit a dispute to mediation when there is no mediation clause
- How should in-house counsel and corporate management prepare for the mediation session
- How to avoid counter-party delay tactics
- How to choose the right mediator for a specific case
- Should the mediation be ad hoc or pursuant to institutional rules
- How to protect company interests with regard to information disclosure and prejudice issues
- What to know about enforcement of mediation agreements

Who should attend?

In-house counsel, members of corporate management, dispute resolution practitioners and attorneys in law firms.

Language

English

“ It was one of the best conferences I have attended for a while. Good and varied speakers and the last session was, I thought, inspirational. ”



International Chamber of Commerce

The world business organization

International Centre for ADR

**approval for these credits has been requested*

CONFERENCE



“ The topics arrangement created fluent discussion during the day, which enabled highly professional focus on the subject matter. ”

MORNING SESSION 9:00 - 13:00

Words of welcome

- **Jason Fry**, Director, ICC International Centre for ADR; Secretary General, ICC International Court of Arbitration, France
- **Conference Partner**

Where we are now

How is mediation currently used for the resolution of commercial disputes. What are the apparent factors for success. Which hurdles are companies still facing today. An introduction from the company, counsel and institutional point of view.

- **Ute A. Joas Quinn**, Conference Co-moderator, Associate General Counsel, Shell International B.V., Board Chair, International Mediation Institute, The Netherlands
- **Tina Cicchetti**, Conference Co-moderator, Associate, Fasken Martineau, Canada
- **Calliope M. Sudborough**, Deputy Manager, ICC International Centre for ADR, France

Wake up and smell the coffee

Why dispute-wise companies realize that mediation makes business sense. How companies have made mediation mainstream through internal policy. How companies new to mediation can get up to speed. Convincing arguments and tips for overcoming obstacles to establishing a mediation policy.

- **Guillaume Feld**, General Counsel, QDVC, Qatar
- **Caroline Ming**, International Legal Counsel & Project Manager, SGS Société Générale de Surveillance SA, Switzerland

To be a fly on the wall – Mediation Stories Part I

A European-Asian mediation

- **Danny McFadden**, Mediator, Managing Director, CEDR Asia Pacific, Hong Kong
- **A European party representative***
- **An Asian party representative***

Coffee and Tea Break

It takes two to tango

Part I

How do you convince a counterparty to include a mediation clause into the contract. How should you draft a mediation clause. Should the mediation clause be limited to certain disputes. Should the mediation clause provide for mediation within a set time frame before arbitration or should the timing be more flexible. What should you do if a counterparty has ignored the mediation clause and has filed for arbitration. Case study.

- **Kai-Uwe Karl**, Senior Counsel – Litigation, GE Oil & Gas, Italy

Part II

How do you convince a counterparty to mediate when there is no mediation clause. How and to whom should you propose mediation. When should you propose mediation. Should you use an institution as an intermediary. Can you propose mediation when you have already started another dispute resolution procedure. How do you deal with knowledge imbalance when the other party is new to mediation. Group Exercise.

- **Deborah Masucci**, Vice President, Office of Dispute Resolution, Chartis, USA

**Invited*



“ I got a very helpful overview of this important issue due to the wide range of themes and fantastic speakers and lots of impressions and inspirations for my daily business. ”

Does *ad hoc* add up? And, the art of matchmaking

Comparing *ad hoc* and administered mediation. What special considerations are necessary for *ad hoc* proceedings. Benefits of involving an administering institution. Procedural specificities of international and cross-cultural commercial cases. Matching the right mediator to the right case. Differences between civil law and common law mediators. Should mediators have legal or technical expertise. Exploring different cultural styles of mediation.

- **Colin J. Wall**, Managing Director, Commercial, Mediation & Arbitration Services Ltd, Hong Kong
- **Jörn Gendner**, Legal Counsel - Contracts & Legal Affairs, Bombardier Transportation, Germany

Lunch (13:00 - 14:15)

AFTERNOON SESSION 14:30 - 17:45

Get ready, get set, go

The user point of view: How to prepare internally. Who should be involved. How much time is needed. Is the assistance of external counsel important. What to avoid.

- **Kent Dreadon**, Kent Dreadon, Head of Legal, Telefónica UK Limited, UK

The lawyer point of view: How to prepare your client. Using different strategies compared to litigation and arbitration.

- **Roberto Calabresi**, Partner, SLCG Studio Legale Associato, Italy

The mediator point of view: What makes a party well-prepared. What should parties focus on. Examples of failed mediation due to bad preparation. Can counterparties prepare jointly. What is the mediator's role in the preparation process.

- **Michel Kallipetis QC**, Independent Civil and Commercial Mediator, Independent Mediators Ltd, UK

To be a fly on the wall - Mediation Stories Part II

A failed settlement - Lessons learned

- **Christopher Newmark**, Mediator, Arbitrator, and Counsel, Spenser Underhill Newmark LLP, UK

Coffee and Tea Break

You have nothing to fear, but fear itself

Can parties misuse mediation? Is there a risk of non-enforcement, improper disclosure of confidential information, prejudice in subsequent proceedings and dilatory tactics? How parties can address these issues and prevent them from happening. Civil and common law approaches.

- **Alexander Oddy**, Partner and Head of ADR, Herbert Smith LLP, UK
- **Dr. Axel Boesch**, Mediator, Attorney at Law Germany & New York, Partner, TaylorWessing, Germany

To be a fly on the wall - Mediation Stories Part III

A success story involving a state party

- **Thomas Webster**, Arbitrator, Mediator and Counsel, France
- **Laurent Gouiffès**, Partner, Hogan Lovells, France

Closing remarks

- **Hannah Tümpel**, Manager, ICC International Centre for ADR, France

Cocktail Reception (17:45 - 19:30)



“ It was great fun and very stimulating. ”

“ I am impressed every year by this event. ”

Date: Thursday 2 February 2012

Venue: International Chamber of Commerce, 38, Cours Albert 1er, 75008 Paris, France

Registration fees*

Until 06 January 2012: “Early Bird Special”

- ICC Members & Sponsors Fee: **€419*** (€501.12)
- Regular Registration Fee: **€545*** (€651.82)

After 06 January 2012:

- ICC Members & Sponsors Fee: **€469*** (€560.92)
- Regular Registration Fee: **€605*** (€723.58)
- Conference Supporter Members Fee: **€529*** (€632.68)
- ICC Mediation Competition Fee: **€209**** (€249.96)

*excl. VAT 19.6%

** For students, volunteers and professionals participating in the 7th ICC International Commercial Mediation Competition. Limited number of places available which will be given on a first-come first-serve basis.

As of 2011, ICC Services must set its prices to include the VAT pursuant to Article 53 of the European Directive 2006-112CE. Please note that you can request a reimbursement of the VAT through your local tax administration (if you are not a member of the EU, you must obtain a French tax representative in order to receive the VAT reimbursement).

How to register

Easier, faster, register online* at www.iccevents.org

(*Secured payment by credit card)

or complete and return the registration form indicating method of payment to:

E-mail: events@iccwbo.org

Tel: +33 1 49 53 28 67

Fax: +33 1 49 53 30 30

Post: ICC Services, Training and Conferences, 38, Cours Albert 1er, 75008 Paris, France

Registration will be confirmed upon receipt of the registration form and registration fees.

Cancellation of registration

50% of the registration fee will be refunded if notice of cancellation is received in writing before 6 January 2012. Cancellations after this date are not refundable. Subject to agreement from ICC Training and Conferences prior to the event, the registration may be transferred at no extra charge to another person from the same company or organization as the original participant. Updated registration material will be required.

Please note that we reserve the right to cancel this event or to make minor alterations to the content and timing of the programme or to the identity of the speakers. In the unlikely event of cancellation, delegates will be offered a full refund. We will not, however, be held responsible for any related expense incurred by the participant.

Travel arrangements and visas

Participants are responsible for making their own travel arrangements and hotel reservations.

A list of hotels in Paris, with which ICC has negotiated preferential room rates, will be sent to you upon receipt of the registration form. We are able to dispatch visa invitation letters to support your visa application only after receipt of your registration form and full payment of your registration fees.

Promotional literature

Please note that no individual or organization may display or distribute publicity material or other printed matter during the conference, unless by prior arrangement with ICC. Organizations and companies wishing to discuss promotional opportunities should contact ICC at csh@iccwbo.org or by telephone +33 (0)1 49 53 30 52.

Accreditation information

ICC Training and Conferences is eligible for CLE credit under **New York's** approved jurisdiction procedures, is a State Bar of **California** approved MCLE provider and is a Solicitors Regulation Authority and General Council of the Bar of **England** and **Wales** External CPD Course Provider. **French Bars:** This conference has been sent for CNB approval.

Sponsorship opportunities

Companies that choose to become sponsors for the conference are given many opportunities to profile their business. They receive maximum exposure during the event. If your company is interested in sponsoring this event, please contact: mediation@iccwbo.org or tel: +33 (0)1 49 53 30 52



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Registration Form S 1226

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Register online*
www.iccevents.org
*Secured payment by credit card

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Fax: +33 (0)1 49 53 30 30

Participant information
(Please print or type)

Title (Mr/Dr/Mrs/etc.) _____
Family name _____ First/given name _____
Position _____
Company _____
Address _____
City/state _____ Zip/postal code _____
Country _____ E-mail _____
Phone (_____) _____ Fax (_____) _____

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Special code (NC, etc...)

Please note: As of 2011, pursuant to Article 53 of the European Directive 2006-112CE., ICC Services must add VAT to its prices. Please note that you can request a refund of the VAT through your local tax administration (if you are not a member of the EU, you must obtain a French tax representative in order to receive the VAT refund).

Method of payment

- By credit card:** American Express Euro/MasterCard Visa

Card number _____ Expiry date _____

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- By bank transfer: LCL**

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Please indicate the reference "S 1226" and the name of the participant.

Date _____ Signature _____

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- Yes No

Please tick below if you wish to receive commercial offers from associated organizations, including in particular **ICC National Committees**:

- Yes No



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