

ASIA ADR WEEK 2019

27TH-29TH JUNE 2019
-AIAC

Kintsukuroi—

(n.) (v. phr.) “to repair with gold”; the art of repairing pottery with gold or silver lacquer and understanding that the piece is more beautiful for having been broken



THE KINTSUKUROI PERSPECTIVE: THE ASIAN ADR REVOLUTION

Kintsukuroi, meaning “to repair with gold”, is the centuries-old Japanese art of fixing broken pottery with a special gold-dusted lacquer. Upon completion, visible seams of gold are meant to glint in the former cracks of the ceramic ware. *Kintsukuroi* is said to have been heavily influenced by Japanese philosophical ideas. Put simply, the visible golden flaws of the object are but a story of its history. The cracks and seams represent resilience to all the hardships that had happened in the life of the object, rather than merely symbolizing its destruction. Its history is highly visible, and plays a direct role in improving the object through beauty.

The Japanese philosophical art of *Kintsukuroi* is thus applicable in the wider context of ADR in the global economy; with cracks and imperfections denoting costly and harmful commercial disputes, ADR is arguably the gold-dusted lacquer that mends the imperfections of the global economy. Parties that engage in international commerce require effective dispute resolution mechanisms to mitigate their business risks and provide legal certainty on the enforcement of their contractual rights.

The history of global commerce is one that is marked by epochal changes. It is only in acknowledging these changes and adapting accordingly to 21st century practices that global commerce can advance uninhibited by avoidable conflict and struggle. Thus, by acknowledging the basis for the existing criticisms and adapting accordingly, as in the Japanese art of *Kintsukuroi*, global commerce through the medium of ADR can remain appealing to commercial parties. These improvements are but another phase in the constant evolution of the global economy, an evolution that tells the story of trial and error, and of constantly striving for a beautiful end-product.

GENERAL ADMISSION:

Full Conference Fee: MYR 1,588 / USD 410

Day 1 & 2 Conference Fee: MYR 1,088 / USD 280

Full Conference Fee with 4 nights
accommodation: MYR 3,328 / USD 850

CIPAA Conference (29th June): MYR 588

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AIAC
ASIAN INTERNATIONAL ARBITRATION CENTRE



ASIA ADR WEEK 2019

PROGRAMME

DAY 1: THURSDAY, 27TH JUNE 2019

- 0830 – 0930 Registration
- 0930 – 1100 Conference Opening Remarks by the Director of the AIAC
Launch of the AIAC ASIA ADR WEEK 2019, *“The Kinstsukuroi Perspective: The Asian ADR Revolution”*
Conference Keynote Address by Professor Zhang Yuejiao, WTO Appellate Body Judge and Former Chair
- 1100 – 1130 Networking Break
- 1130 – 1300 **Session 1 – Breaking Down Walls: The Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)**
Following the United States’ withdrawal from the Trans-Pacific Partnership (TPP), the remaining TPP signatories agreed to revive it in what is now known as the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP). With 11 signatories on board to date, including Malaysia, Japan, Singapore, Vietnam, Australia, and some having ratified the same, questions are abound as to how ADR will play a role in investment and trade disputes arising from the CPTPP and what it means for global trade and commerce.
- 1300 – 1400 Lunch
- 1400 – 1530 **Session 2 – Bespoke or Off the Rack? Dispute Resolution in Project Financing Arrangements**
Project financing is a method of financing major infrastructure projects, often requiring large amounts of sunk capital with many projects envisaging years before sufficient revenue is generated. At the heart of project finance arrangements are a large number of individualized contracts and due to its international nature, with parties hailing from multiple jurisdictions engaging in multiple contracts, other means of dispute resolution is being found to be increasingly suitable to national court litigation in a number of contexts.
- 1530 – 1600 Networking Break
- 1600 – 1730 **Session 3:**
Breakout 1 – Specialist Arbitrations: Patent Disputes, Maritime, Investment, Domain Names and Fashion & Art
The niche areas of some industries require specialist arbitrators – for example, patents, art and fashion, maritime as well as human rights and investment treaty cross-over cases. What are the key considerations and issues which set these types of arbitrations apart?
Breakout 2 – Holistic Dispute Resolution and the Belt & Road: A Realm Where Cooperation Reigns
Five years has passed since China brought up the OBOR Initiative, and we have seen a handful of projects under OBOR beginning to encounter disputes ranging from financing issues, corruption, non-compliance with contractual terms, project delays and, in some cases, sovereignty and control issues. With the philosophy of holistic dispute resolution being ‘no one size fits all’, parties in OBOR disputes are now desirous of more hands-on and holistic tips that could serve as a bridge between business entities and ADR stakeholders in an effort to prevent and resolve disputes on OBOR projects.
- 1730 – 1830 **Session 4 – The Gentle Force of Compromise: Mediation**
Following the draft approval of the Convention on the Enforcement of Mediation Settlements and accompanying Model Law at the 51st Session of the United Nations Commission on International Trade Law (UNCITRAL), the Singapore Convention is widely hailed and expected to be, for mediation, what the New York Convention is for international commercial arbitration. Is this the instrument that cross-border commercial parties that engage in mediation have been waiting for? What will it mean for enforcement, especially in Asia? And how will mediation complement arbitration?
- 1830 onwards AIAC ASIA ADR WEEK 2019 Cocktail Reception

DAY 2: FRIDAY, 28TH JUNE 2019

0830 – 0930	Registration
0930 – 1100	<p>Session 1 – Fellowship of the Judges: The Role & Impact of the Judiciary in Asia's ADR Landscape</p> <p>An in depth understanding of the judiciary's vision for Asia-ADR and its views on ways in which improvements can be made to improve the arbitral framework, making way for greater clarity, enhanced procedural efficiency, whilst safeguarding and increasing party autonomy and access to justice. What role and impact does the judiciary in each country play in efforts to further reinforce its respective status' as an international ADR hub?</p>
1100 – 1130	Networking Break
1130 – 1300	<p>Session 2 – Public Policy as a Shield: Enforceability of Contractual Obligations</p> <p>With the lines between the public and private continually being blurred, how can private commercial parties enforce their contractual rights against a government when the latter reneges on their obligations on the basis of their sovereign right to regulate public policy? This session also seeks to explore the disparate nature of international law and considers the position of the sovereign state that has to renege a contract for the benefit of their people.</p>
1300 – 1430	Lunch
1430 – 1600	<p>Session 3 – The Bullet Train: Summary & Expedited Procedures in Arbitration</p> <p>A longstanding criticism of international arbitration is that it is no longer expedient and cost-effective. In response to this, arbitral institutions have strived to innovate by adopting expedited procedures (also known as fast-track rules) and rules on summary disposition. With rightful questions of natural justice and the possibility of non-enforcement of an award accompanying these innovations, this session aims to spark a discussion on the long-standing debate of whether arbitrations should be rushed?</p>
1600 – 1630	Networking Break
1630 – 1730	<p>Session 4 – Rapid Fire Debate: Swiping Left or Swiping Right?</p> <ul style="list-style-type: none"> • Digitization: Are we missing the human element in ADR? • Diversity in Age: Opportunities for the Young vs Quality in Experience • Prague Rules vs IBA Rules: The Good and the Bad • Revealing the Person behind the Mask: Third Party Funding
1730 – 1830	<p>Session 5 – The Wireless Connection: Blockchain Technology & ODR</p> <p>This session explores the 'maturation' of Online Dispute Resolution beyond what might have been seen as a digital variant of ADR, discussing the use of blockchain technology and smart contracts in ADR administration as well as how Online Dispute Resolution can widen the scope of ADR access. Will the use of technology be a blessing or curse for ADR?</p>
1830 onwards	AIAC ASIA ADR WEEK 2019 Gala Dinner

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DAY 3: SATURDAY, 29TH JUNE 2019

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0830 – 0930	Registration
0930 – 1100	CIPAA Conference Opening Remarks by the Director of the AIAC CIPAA Conference Keynote Address Showcase of the Annual CIPAA Report 2018
1100 – 1130	Networking Break
1130 – 1300	Session 1 – The Cornerstone: Keeping in Line with Judicial Decisions The judicial trends following View Esteem and Bauer— discussing: <i>Leap Modulation Sdn Bhd v PCP Construction Sdn Bhd</i> ; <i>UDA Holdings Bhd v Bisraya Construction Sdn Bhd & Anor</i> ; <i>Kerajaan Malaysia v Shimizu Corp & Ors</i> ; <i>TYL Land and Development Sdn Bhd v SIS Integrated Sdn Bhd</i> .
1300 – 1400	Lunch
1400 – 1530	Session 2: Workshop 1 – Common Mistakes Your AIAC Case Counsel Encounters Meet your AIAC Case Counsels and discuss with Practitioners, the common mistakes made by Parties and Counsel in adjudication proceedings and how one may rectify and avoid these mistakes. Workshop 2 – Submitting a CIPAA Claim and Dispelling Myths about CIPAA A workshop with Practitioners discussing the common misconceptions about CIPAA and providing practical advice on how to file CIPAA claims and key points to consider in the CIPAA process. Workshop 3 – Construction Contracts Made Easy Discussing the new AIAC 2019 SFCs – how to use them and why they are effective. The workshop will demonstrate a step by step guide on using the online platform to customise your contracts and consider the effect of the Federal Court case of <i>Cubic Electronics Sdn Bhd v Mars Telecommunications Sdn Bhd</i> .
1530 – 1600	Networking Break
1600 – 1730	Session 3 – Setting us Apart: SFCs and the Contract Administrator Introducing the contract administrator in the AIAC 2019 Standard Form of Building Contracts. Practitioners and Construction Industry Experts will discuss who can be a contract administrator, what the role entails, and how it works in different jurisdictions.
1730 – 1830	Session 4 – Adjudication: What It Means for the Global Construction Industry When CIPAA 2012 came into force on 15 th April 2014, Malaysia joined a growing list of common law jurisdictions such as UK, Australia, New Zealand and Singapore which had implemented similar legislation providing for the mandatory adjudication of construction payment disputes. As Malaysia enters into her fifth year in the enforcement of statutory adjudication, what can we learn from the approaches taken in these different jurisdictions and to what extent can its jurisprudence harmonise the global construction industry?

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Full Conference Fee: MYR 1,588 / USD 410

Day 1 & 2 Conference Fee: MYR 1,088 / USD 280

Full Conference Fee with 4 nights accommodation: MYR 3,328 / USD 850

CIPAA Conference (29th June): MYR 588

Mode of Payment: (Please tick one) (Please ensure that payments are free of any bank charges)

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Payment by bank transfer or account deposit must be evidenced by a copy of the bank-in slip or transaction reference and submitted with the registration form.

Registration will be confirmed after receipt of payment. No cancellations allowed after confirmation but you may send another person to attend in your place. The organisers reserve the right to (1) postpone or change the timing and content of the programme and venue at any time; or (2) cancel the event at any time and under such circumstances, will refund the registration fee in full.