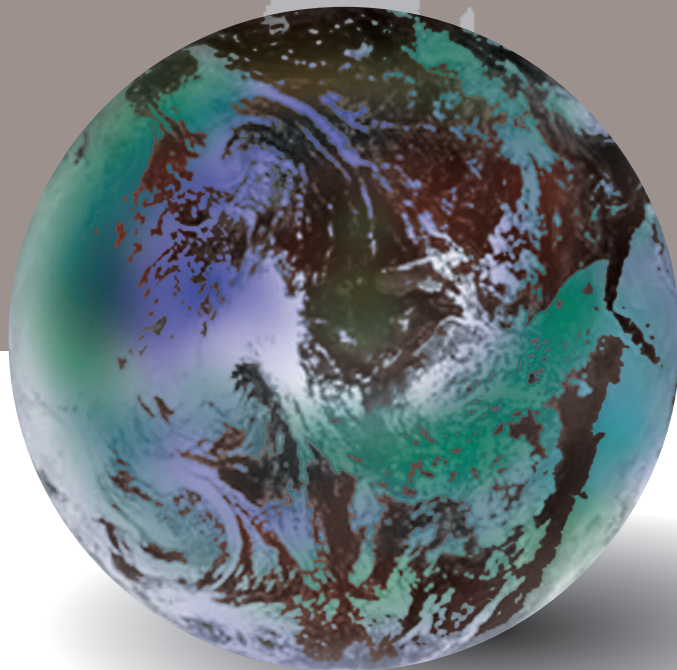


ICC Model Subcontract



International Chamber of Commerce

The world business organization

ICC MODEL SUBCONTRACT

ICC Model Back-to- back Subcontract to ICC Model Turnkey Contract for Major Projects

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FOREWORD

International turnkey construction projects are often complex transactions, requiring correspondingly complex legal documentation. Moreover, many such major construction projects are an important element in international development, and it is vital that the arrangements put in place be durable, clear and equitable.

ICC has prepared this model international subcontract for use in major turnkey projects, in order to provide subcontractors and main contractors with a unique, balanced platform that is fair to all parties. At the same time, the model accommodates the desire of all parties for price and scope certainty, the need for swift and effective dispute resolution, and the need for complete and informed allocation of risks.

The form is equally intended for use in public and private contracts whether tendered or individually negotiated, as a part of the “BOT” project documentation, and in externally financed projects.

This model contract, one of a successful series produced by ICC’s Commercial Law and Practice Commission under the chairmanship of Fabio Bortolotti (Italy), has benefited from the active participation of the following members of the Subcontracting Task Force, co-chaired by Robert Knutson (UK) and Eric Eggink (Netherlands): Jane Davies-Evans (France), Francine Gurrat (France), José Gutiérrez Diaz (Germany), Günther Horvath (Austria), Robina Kaye (France), Hans-Volkhard Lempp (Germany), Andrea Maggipinto (Italy), Gabriela Merla (France), Jens Machoy (Switzerland), Isabelle Smith Monnerville (France), and Tim Reynolds (UK). Secretariat oversight was provided by ICC Senior Policy Manager Emily O’Connor.

ICC MODEL BACK-TO-BACK SUBCONTRACT TO TURNKEY CONTRACTS FOR
MAJOR PROJECTS

.....

(Main Contractor)

and

.....

(Subcontractor)

This Subcontract contains or incorporates an arbitration clause and clauses limiting and/or excluding the liability of one or both of the Parties in certain circumstances.

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