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.

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.

For further information and sponsorship opportunities, please contact enquiry@aiac.world/ +603-2271 1000 www.aiac.world
Programme
Day 1: Thursday, 27th June 2019

0830 – 0930 Registration

0930 – 1100 Opening Remarks by the Director of the AIAC
Launch of the AIAC ASIA ADR WEEK 2019, “The Kintsukuroi Perspective: An Asian ADR Revolution”

Keynote Address

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 crossover 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, noncompliance 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 was 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

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<td>Session 1 – Fellowship of the Judges: The Role &amp; Impact of the Judiciary in Asia's ADR Landscape</td>
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<td>Session 2 – Public Policy as a Shield: Enforceability of Contractual Obligations</td>
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- **Session 1**
  - 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?

- **Session 2**
  - 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 reneg a contract for the benefit of their people.

- **Session 3**
  - 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?

- **Session 4**
  - **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

- **Session 5**
  - 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?
DAY 3: SATURDAY, 29TH JUNE 2019

0930 – 1100  
CIPAA Conference Opening Remarks by Director of the AIAC  
Showcase of the Annual CIPAA Report 2018

1100 – 1130  
Networking Break

1130 – 1300  
Session 1 – Keeping in Line with Judicial Decisions  
The judicial trends following View Esteem and Bauer – discussing: Leap Modulation Sdn Bhd v PCP Construction Sdn Bhd; UDA Holdings Bhd v Bireya Construction Sdn Bhd & Anor; Kerajaan Malaysia v Shimizu Corp & Ors; TYL Land and Development Sdn Bhd v SIS Integrated Sdn Bhd and another case.

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 – 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 Cubic Electronics Sdn Bhd v Mars Telecommunications Sdn Bhd.

1530 – 1600  
Networking Break

1600 – 1730  
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.

REGISTER NOW!  
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Tel: ____________________________  
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Email: ____________________________

Admission Package: (Please tick one)

☐ 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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