

# MANAGING CONFLICTS IN PROJECTS

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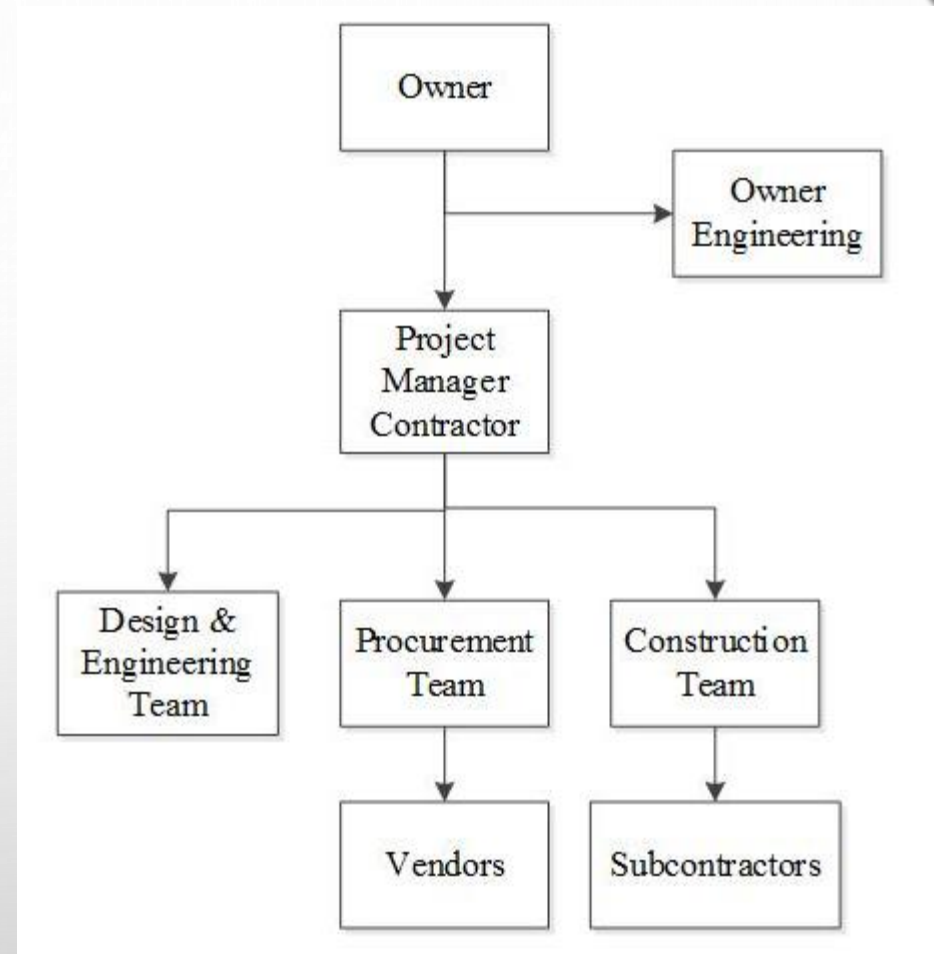
**PROF. KARIM ELDASH**



# **PARTIES, ROLES AND INTERESTS**

# THE PARTIES

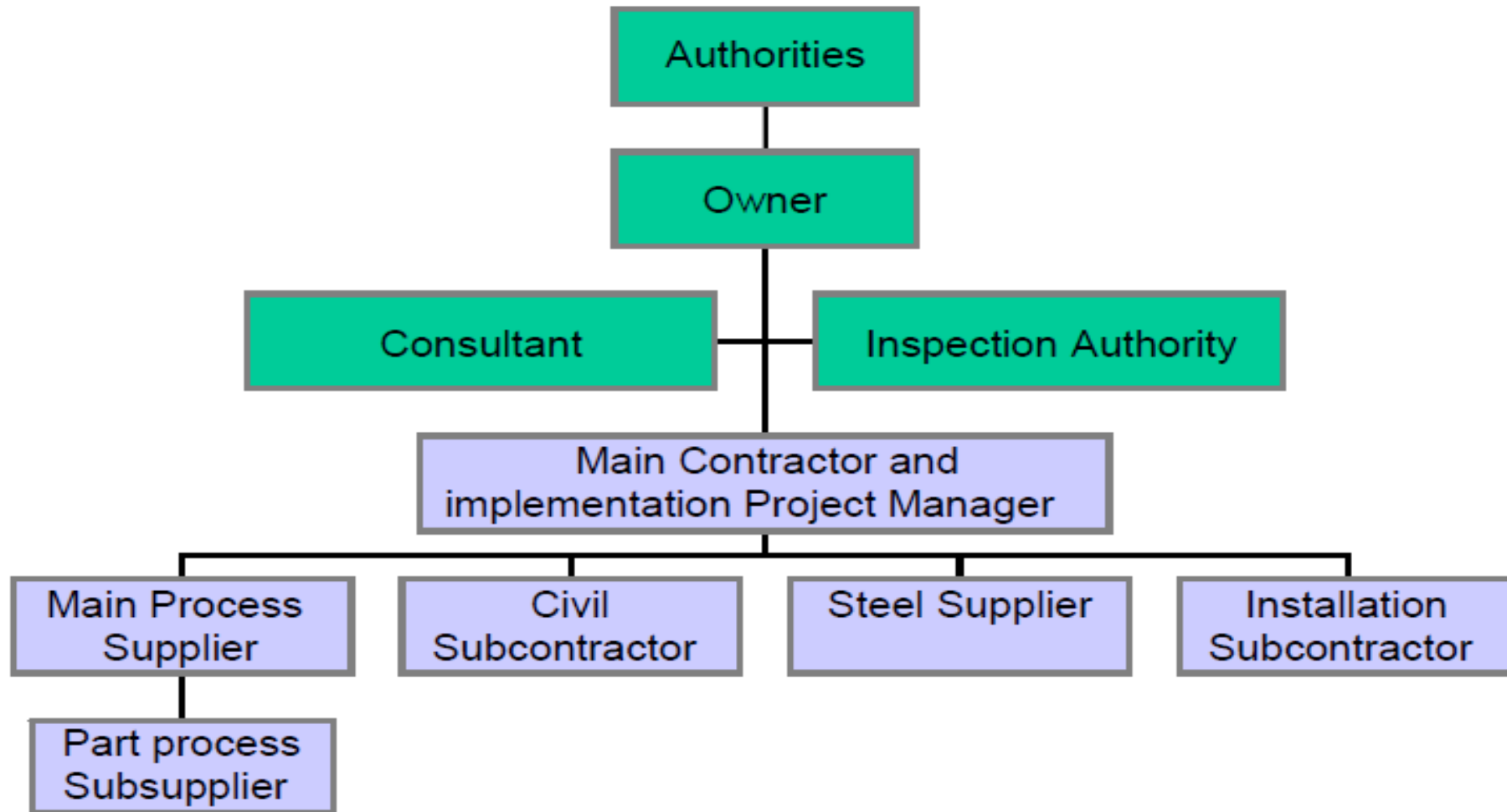
1. PARENT ORGANIZATION
2. USERS
3. SUPPORTERS
4. STAKEHOLDERS



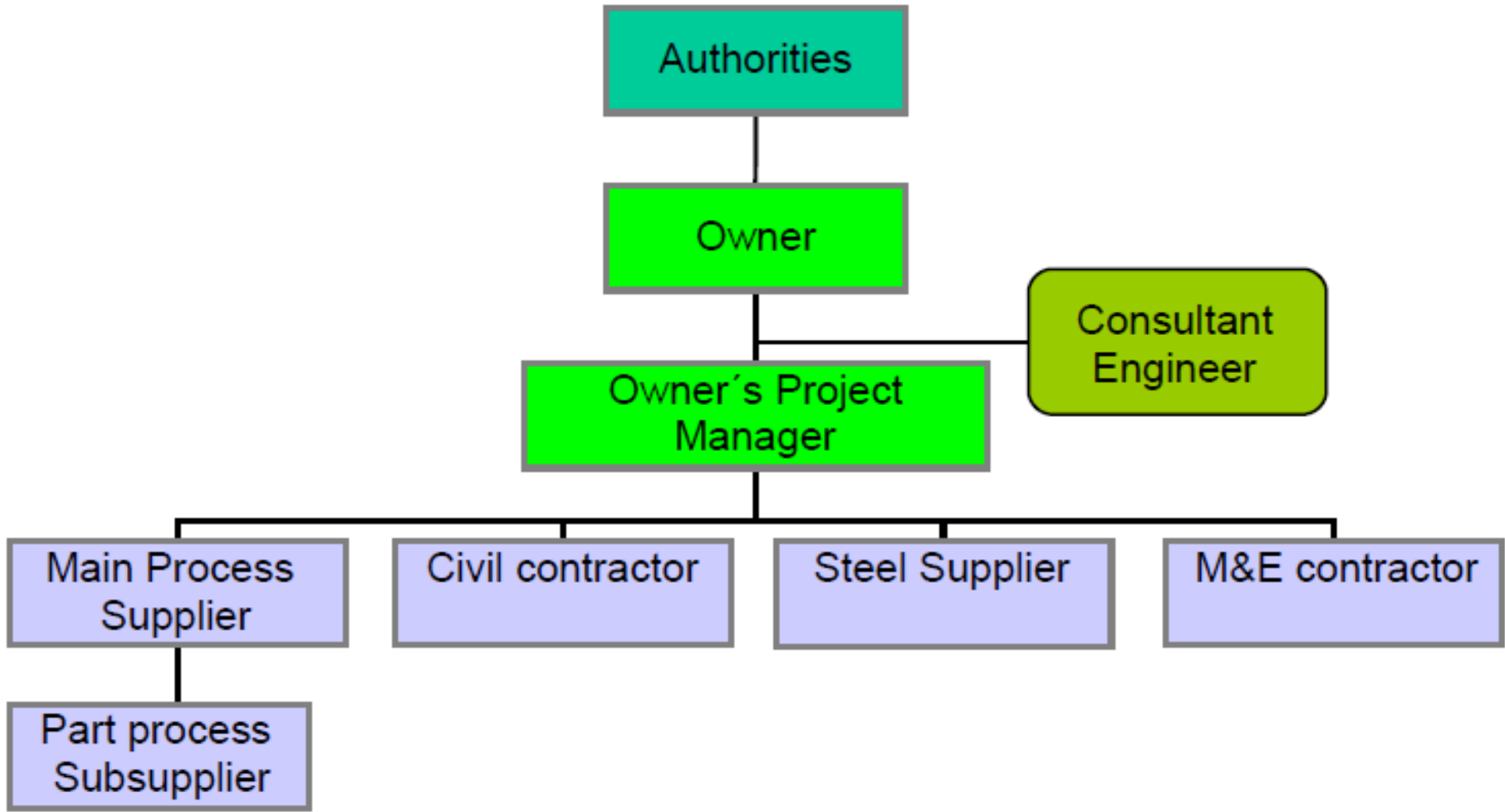
# CHANNEL TUNNEL

Role	Position	Group
Owner		Eurotunnel ; its shareholders
User	Operator	Eurotunnel
Manager		Trans Manche Link
Supporters	Financiers, Subcontractors, Project auditors, Suppliers	Banks world-wide, Partners in TML consortium, W.S. Atkins, British Rail and SNCF
Stakeholders	Buyers, Competitors, Communities	Travelling public, hauliers, Cross- Channel ferries, London, Kent, Pas de Calais

# MAIN CONTRACTOR



# PARALLEL CONTRACTORS



# DISTRIBUTION OF RESPONSIBILITIES BETWEEN CONTRACTING PARTIES

Task Main	Owner/User	Contractor/Main Process Supplier
Basic Concept	Main task holder	Advisory role
Process design	Defining input and wanted output	Main responsibility
Location	Main task holder	Advisory role/Expert role
General lay out	Main task holder	Expert role
Government Permits	Main task holder	Advisory role
Basic Work Breakdown Structure	Approval	Expert role
Contracting Structure	Approval	Expert role
Control of division of scope of work	Approval	Expert role



# ANALYSIS OF CONTRACTING PARTIES AND THEIR INTERESTS



- A. Standard company information as annual accounts and registration information
  - 1. Group level information
  - 2. Company level information
  - 3. Business Unit information
  - 4. Department information
- B. Standard company information required
  - 1. Annual report and company organization chart
  - 2. Company and Management registration and CV's
  - 3. Credit information (credit-worthiness)
  - 4. Reference list – projects, clients and subcontractors/subsuppliers
- C. Key Persons
  - 1. Senior Management level
  - 2. Management level including Project Management
  - 3. Key professionals
  - 4. Advisers working closely with one of the parties



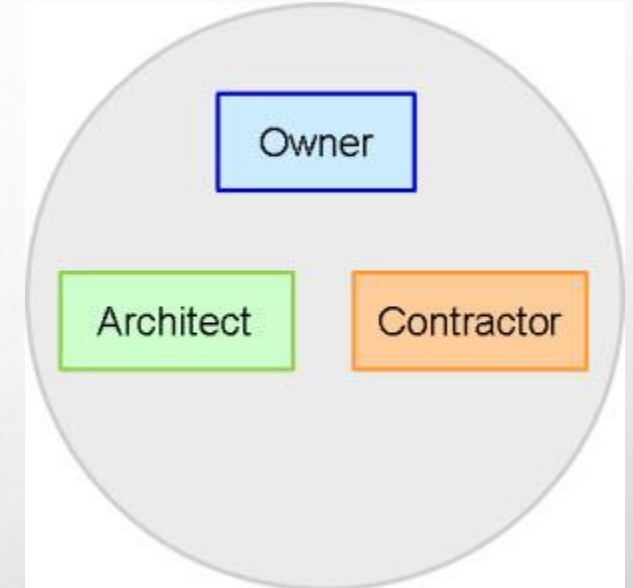
# ANALYSIS OF CONTRACTING PARTIES AND THEIR INTERESTS (CONT.)



- D. Areas of special attention
  - 1. Financial situation generally
  - 2. Annual Accounts from last 3 years and Accounting practices
  - 3. Project references
  - 4. Personal & Professional references and personal contacts
- E. The Role of the Consultant and the Inspection Authority
  - 1. Stipulations in the contract
  - 2. Professional competences
  - 3. Terms of reference
  - 4. Duration of assignment
- F. Relations between Main Contractor and the subcontractors
  - 1. Type of subcontract
  - 2. Back-to-back stipulations
  - 3. Procedures involving subcontractors
- G. FIDIC Contract Conditions: The Engineer
  - 1. Stipulations in the contract
  - 2. Professional competence
  - 3. Terms of reference
  - 4. Duration of assignment

# CONFLICT CONTINGENCY PLAN

- **PROJECT DESCRIPTION**
- **CONTRACT WITH ALL ITS APPENDICES**
- **DYNAMIC INTERACTION BETWEEN THE CONTRACT PARTIES**



# THE AUTHORITIES OF THE PROJECT COUNTRY



## APPROVALS :

- DESIGN AND LAY-OUT SOIL INVESTIGATION
- LOCATION
- INFRASTRUCTURE AND UTILITIES
- ENVIRONMENTAL IMPACT ASSESSMENT
- CONSTRUCTION PERMIT
- INDUSTRIAL PRODUCTION LICENSE
- IMPORT LICENSE

## PERMIT TO OPERATE :

- SAFETY & HEALTH INSTRUCTIONS
- ENVIRONMENTAL PROTECTION MEASURES
- FIRE PREVENTION DOCUMENTATION

## PLANT OPERATION COMPLIANCE WITH THE PROJECT APPROVALS:

- SAFETY, HEALTH & ENVIRONMENT
- FIRE PREVENTION, FIRE FIGHTING



# **ENGINEERING, SUPPLY AND CONSTRUCTION CONTRACTS**

# CONTRACT TYPES AND THEIR ELEMENTS

- **EQUIPMENT SUPPLY CONTRACTS**
- **COMPLETE PROJECT SUPPLY CONTRACTS**
- **TURN-KEY CONTRACTS**

Labor	Materials	Subcontractors	Leased Equipment	Other
Payroll reconstruction	Billed in accordance with contract	Payment cancellation	Rates are in accordance with contract	Monetary float
Multiplier verification	Review for duplicate payments	Change Order pricing reviews	Aggregate payments do not exceed fair value	Travel
Proper application of multiplier	Confirmation of rebates issued	Review of duplicate payments	Equipment idle on job site	Misc. expenses
Non-reimbursable personnel	Pricing reasonableness testing	Appropriate bid process		Overhead charges
Overtime	Quantity purchased reasonableness testing	Payment reconciliation		
Ghost(s) on payroll	Unconsumed materials/scrap reasonableness testing			



# TURN-KEY

1. COMPLETENESS OF ENGINEERING
2. FIXED PRICE
3. AGREED TIME FRAME
4. PERFORMANCE GUARANTEES

FIXED PRICE	COST REIMBURSABLE
Contractor assumes risk	Owner assumes risk
Contract includes anticipated profits	Contractor is paid cost plus an additional amount for overhead and profit
Contractor is independent and performs the work as it sees fit	Owner may direct work
Scope of work is clearly defined to enable an accurate estimate	The scope of work/cost may not be clearly defined
Change orders by owner increase or decrease the value of the contract	No change orders, work is performed and paid on a time and materials basis



# COMBINED ENGINEERING

- MATERIAL OBLIGATIONS.
- REGULATORY OBLIGATIONS.
- FINANCIAL OBLIGATIONS.
- TAXES.
- PROJECT ORGANIZATION PROVISIONS.
- DISPUTE RESOLUTION PROVISIONS.





# SCOPE & SPECS

- PROCESS AND CONTROL SYSTEM DESCRIPTIONS
- ELECTRICAL SINGLE LINE DIAGRAM
- PLANT DESCRIPTION AND LAY-OUT
- SPECIFICATIONS OF THE PLANT SITE, SOIL CONDITIONS, FOUNDATIONS AND BUILDINGS
- EQUIPMENT SPECIFICATIONS
- INTERFACE BETWEEN OWNER AND CONTRACTOR
- QUALITY HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENTS
- PROCEDURES AND REQUIREMENTS FOR APPROVAL
- TIME SCHEDULE
- TESTING, INSPECTION, PRE-COMMISSIONING, COMMISSIONING AND ACCEPTANCE TESTS
- CONTRACT PROVISIONS
- LIST OF REQUIRED AND FURNISHED SPARE PARTS



# CLIENT'S SUPPLY AND SERVICES

1. PERMITS AND LICENSES
2. SOIL TESTS, RAW MATERIAL AVAILABILITY AND QUALITY
3. IMPORT LICENSES, CUSTOMS CLEARANCE AND TRANSPORT
4. SITE PREPARATIONS
5. COMMUNICATION SYSTEMS, WATER, SEWAGE, ELECTRICITY
6. CIVIL WORKS INCL.
7. SUPPLY OF CERTAIN EQUIPMENT, MATERIAL AND SERVICES
8. INSTALLATION AND TESTING OF THE EQUIPMENT
9. RAW MATERIAL, UTILITIES AND COMMISSIONING STAFF



# CHECKLIST



1. General conditions
  - Standard as ORGALIME or other
  - Tailor-made for the project
2. Scope of supply and work (conflict prevention critical area)
  - Scope & specification of design, equipment, documentation and training etc.
  - Scope & specification of client supply
  - Battery limits and borderline activities to be clearly specified
  - Erection and commissioning: Execution or only supervision
3. Performance (or functional) guarantees (conflict prevention critical area)
  - All performance guarantees in one contract section
  - Performance guarantees based on “input guarantees”
  - Design parameters are not performance guarantees unless specified
  - Liquidated damage paragraph attached to each performance guarantee
4. Price and terms of payment
  - Total contract value and price break down
  - Shipping, progress measurement and invoicing (agreed form in annex)
  - Payment terms and conditions (form to be agreed in annex)
  - Letter of credit or bank guarantee (form to be agreed in annex)
5. Time of delivery and liquidated damages (conflict prevention critical area)
  - Project activity plan and time schedule (form to be agreed in annex)
  - Delivery terms as INCOTERMS and inspection for supply
  - Delivery time and place
  - Planning procedures (form to be agreed in annex)
  - Liquidated damages and related conditions

# CHECKLIST (CONT.)



6. Commissioning and acceptance (conflict prevention critical area)
  - Testing in workshops or on site prior to erection (form to be agreed in annex)
  - Commissioning tests: conditions, procedures, planning and approval of results
  - Other acceptance inspections and approvals
  - Acceptance certificate and start of warranty period
7. Client's financial guarantees
  - Advance payment bond (agreed form in annex)
  - Performance bond (agreed form in annex)
  - Warranty bond (agreed form in annex)
8. Risks
  - Risk transfer & exempted risks
  - Insurances
  - Force Majeure
9. Settlement and litigation (conflict prevention critical area)
  - Technical expertise & mediation
  - Court proceedings or Arbitration
  - Choice of place and selection of Law



# TECH. SPECS IN TURN-KEY CONTRACT (CONT.)



- A. Scope of work and limits of supply and works
  - Scope of work for civil, building and steel structure – (contractor's scope, owner's scope and their limits are specified by border lines on drawings, border line activity schedule and description on key locations)
  - Scope of work mechanical equipment (supply and installation/testing)
  - Scope of work electrical equipment (supply and installation/testing)
  - Scope of work instrumentation and automation (supply and installation/testing)
  - Scope of work training
  - Scope of work of commissioning
- B. Technical specifications
  - Specifications of civil, building and steel structure works
  - Specifications of mechanical equipment (supply and installation/testing)
  - Specifications of electrical equipment
  - Specifications of instrumentation and automation
- C. Plant performance
  - Process description in words and diagrams
  - Plant performance guarantee (output)
  - Plant performance guarantee conditions (input)
  - Performance test procedure
  - Performance test result, evaluation and approval
- D. Planning and scheduling
  - Project time schedule as per contract
  - Planning procedure
  - Delays
- E. Drawings and documentation
  - Planning procedure

# TECH. SPECS IN TURN-KEY CONTRACT (CONT.)



- A. Staffing, site regulations and site facilities
  - Staffing
  - Site regulations
  - Site facilities and border line activity schedule
- B. Design meetings and design approvals
  - Design meetings: purpose, preparation, agenda and minutes of meeting
  - Design approval procedure and rules
- C. Acceptance, taking over and warranty period
  - Acceptance procedure and agreed forms
  - Taking over consequences
  - Suppliers' warranty obligation
  - Warranty claim procedure
- D. Quality, Health, Safety, Environment (QHSE)
  - Quality procedure and rules
  - Health procedure and rules
  - Safety procedure and rules
  - Environmental procedure and rules
- E. Project and Site Management, project meetings and variation orders
  - Project and Site Management – approvals, powers, instructions
  - Project meetings – agenda and frequency
  - Variation orders – procedure and forms
- F. Customs clearance, Taxes & Duties, Insurances, Invoicing, Payments, Financial guarantees
  - Customs clearance – procedure and template
  - Taxes & Duties – procedure and forms
  - Insurances – scope of insurances, insurance companies and claims procedure
  - Shipping, Invoicing and Payments
  - Financial guarantees

# REGULATORY OBLIGATIONS

## CONTRACTOR RESPONSIBILITIES

- APPROVALS AND PERMITS
- COMPLAINTS HANDLING
- INSPECTIONS
- DOCUMENTATION FOR VERIFICATION
- FINAL AS BUILT APPROVAL

## CONSEQUENCES MAY:

- DELAYS IN CONSTRUCTION START-UP
- EXTRA MANPOWER AND EXTERNAL CONSULTANTS
- EXTRA COST REGARDING DOCUMENTATION AND VERIFICATION

# Price and Payment Terms

- PRICE SPECIFICATIONS
- PAYMENT TERMS, CONDITIONS AND INSTALMENTS
- PAYMENT SECURITIES
- FINANCIAL RISKS
- THE RELATION BETWEEN ENGINEERING, SUPPLY AND CONSTRUCTION CONTRACT AND THE FINANCING AGREEMENT





# Security System

- BID BOND OR TENDER GUARANTEE
- ADVANCE PAYMENT BOND, PREPAYMENT BOND OR DOWN PAYMENT GUARANTEE
- PERFORMANCE BOND OR COMPLETION GUARANTEE
- RETENTION BOND OR WARRANTY GUARANTEE



# Engineering, Supply and Construction Contract VS. Finance Agreement



- FINANCE AGREEMENT WITH THE BANK.
- THE ENGINEERING, SUPPLY AND CONSTRUCTION CONTRACT AND THE FINANCE AGREEMENT HAVE TO BE OPERATIVE INDEPENDENTLY
- THE PAYMENT CONDITIONS IN THE CONTRACT HAVE TO BE COORDINATED CAREFULLY WITH THE DISBURSING CONDITIONS OF THE FINANCE AGREEMENT.
- THE BANK REQUIRES THE CONTRACTOR TO BE LIABLE FOR ANY PAYMENTS





# PROJECT ORGANIZATION PROVISIONS

- NAME AND AUTHORITY OF THE REPRESENTATIVES OF CLIENT AND OF CONTRACTOR, AS WELL AS THEIR DEPUTIES.
- PROJECT MEETINGS AND PROGRESS REPORTING.
- ENGINEERING AND EQUIPMENT APPROVALS BY CLIENT

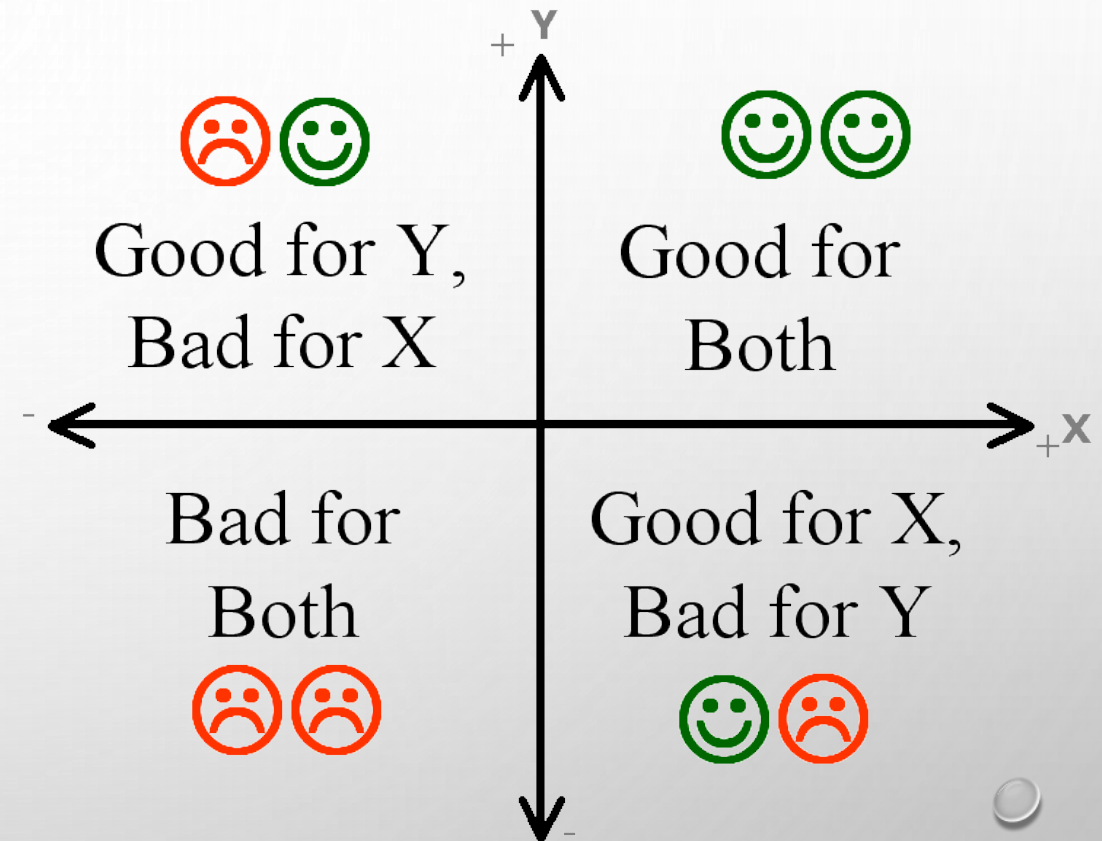


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# **PREVENTING CONFLICTS BY APPLICATION OF PSYCHOLOGY**

# UNDERSTANDING THE DYNAMICS OF CONFLICTS

- LEVEL ONE (WIN WIN)
- LEVEL TWO (WIN LOST)
- LEVEL THREE (LOST LOST)



# Level One (Win Win)

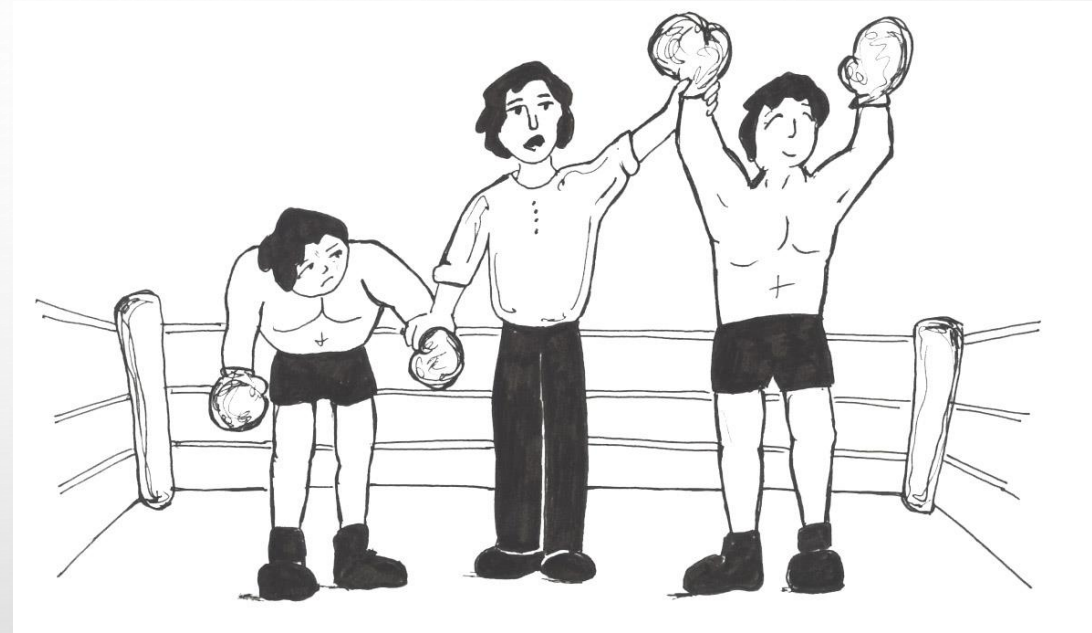
- ***STAGE 1: TENSION***
- ***STAGE 2: DEBATE***
- ***STAGE 3: ACTS INSTEAD OF WORDS***



**IT'S A WIN-WIN  
SITUATION!**

# LEVEL TWO (WIN LOST)

- **STAGE 4: COALITIONS**
- **STAGE 5: FACE LOSS**
- **STAGE 6: THREATENING STRATEGIES**





# LEVEL THREE (LOST LOST)

- **STAGE 7: LIMITED DESTRUCTION**
- **STAGE 8: SPLINTERING**
- **STAGE 9: TOGETHER INTO THE ABYSS**





# **DIMENSIONS OF CONFLICTS ON PROJECT LEVEL**

- 1. INSTRUMENTAL DIMENSIONS**
- 2. DIMENSIONS OF INTEREST**
- 3. DIMENSIONS OF VALUE**
- 4. PERSONAL DIMENSIONS**

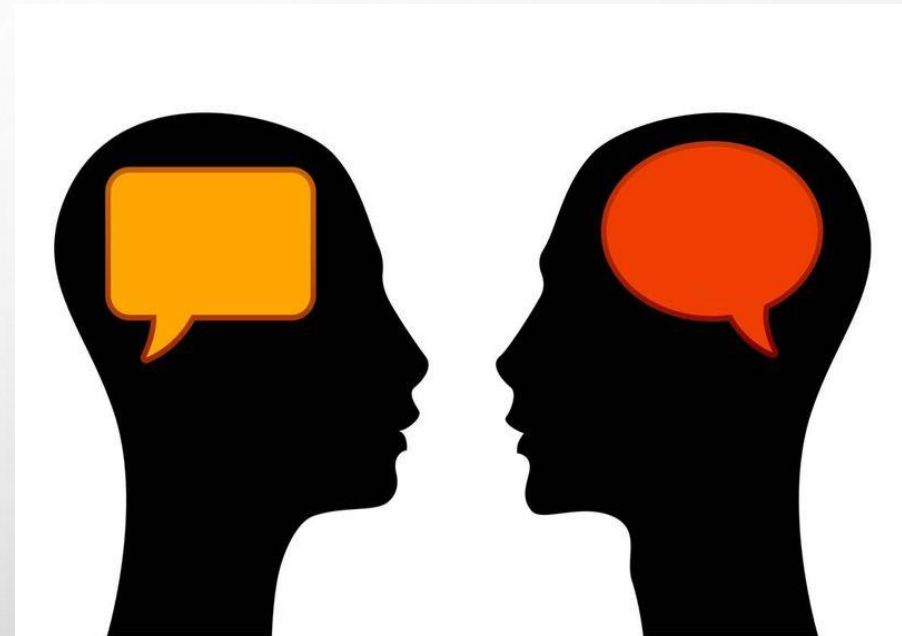
# DIMENSIONS OF CONFLICTS

	<i>Instrumental dimension</i>	<i>Dimension of interest</i>	<i>Value dimensions</i>	<i>Personal dimensions</i>
About	Tangible issues like methods, procedures and structures	Allocation of resources like time, money, labor and space	Political, religious, moral values	Identity, self esteem, loyalty, rejection
Approach	Problem solving	Negotiation	Dialogue	Dialogue
Desired aim	Solution	Agreement	Mutual understanding	Mutual understanding

# UNDERSTANDING ONE'S OWN AND THE OTHER PARTY'S REACTIONS TO CONFLICTS



- **THE PERSONS INVOLVED**
- **DIFFERENT TYPES OF PERSONALITIES:**
  - **LEVEL OF DOMINANCE** – DRIVE TO EXERT ONE'S INFLUENCE ON PEOPLE AND EVENTS
  - **LEVEL OF EXTROVERSION** – DRIVE FOR SOCIAL INTERACTION WITH OTHER PEOPLE
  - **LEVEL OF URGENCY** – INTENSITY OF A PERSON'S TENSION AND DRIVE
  - **LEVEL OF DETAIL ORIENTATION** – DRIVE TO CONFORM TO FORMAL RULES AND STRUCTURE



# DOMINANCE

- INDEPENDENT
- ASSERTIVE
- SELF-CONFIDENT
- SELF-STARTER
- CHALLENGING
- VENTURESOME
- INDIVIDUALISTIC
- COMPETITIVE

- AGREEABLE
- COOPERATIVE
- ACCEPTING OF COMPANY POLICIES
- ACCOMMODATING THE TEAM
- COMFORTABLE WITH HIS SITUATION
- SEEKS HARMONY
- RISK AVERSE



# EXTROVERT/INTROVERT

- OUTGOING
- OPTIMISTIC
- SELLING
- DELEGATES AUTHORITY
- MEETS NEW PEOPLE EASILY
- ENTHUSIASTIC
- WITH EMPATHY
- SOCIALLY POISED
- TALKS BEFORE HE THINKS

- SERIOUS
- INTROSPECTIVE
- TASK ORIENTED
- MATTER OF FACT
- ANALYTICAL, IMAGINATIVE
- REFLECTIVE
- CAUTIOUS TOWARDS NEW PEOPLE,  
RESERVED
- THINKS (LONG) BEFORE HE TALKS

# INTENSITY

- TENSE
- RESTLESS
- HIGHLY STRUNG
- DRIVEN
- IMPATIENT WITH ROUTINES
- INTENSE
- SENSE OF URGENCY
- FAST PACED

- PATIENT
- STABLE
- CALM
- DELIBERATE
- CONSISTENT
- COMFORTABLE WITH THE FAMILY
- STEADY

# DETAILING

- DILIGENT
- ATTENTIVE TO DETAILS
- PRECISE
- ORGANIZED
- SELF-DISCIPLINED
- CAUTIOUS
- CONSERVATIVE
- CONSCIENTIOUS
- SPECIALISTIC

- INFORMAL
- TOLERANT OF RISK OR UNCERTAINTY
- FREELY DELEGATES DETAILS
- UNINHIBITED
- NON-CONFORMING
- CASUAL
- DISORGANIZED
- UNDAUNTED WHEN CRITICIZED OR REJECTED

# FOSTERING CONSTRUCTIVE RESPONSES TO CONFLICTS



- TYPICAL WAYS OF ACTING AND COMMUNICATING WHEN FACING CONFLICTS
- DESTRUCTIVE AND CONSTRUCTIVE CONFLICT COMMUNICATION
  - WINNING AT ALL COST OR SEEKING AN ACCEPTABLE COMPROMISE?
  - INTERRUPTING OR LISTENING?
  - RHETORICAL OR OPEN QUESTIONS?
  - BLAMING OR EXPRESSING ONE'S WISH?
  - GENERALIZING OR BEING SPECIFIC?
  - PAST OR PRESENT?
  - ATTACKING A PERSON OR THE PROBLEM?



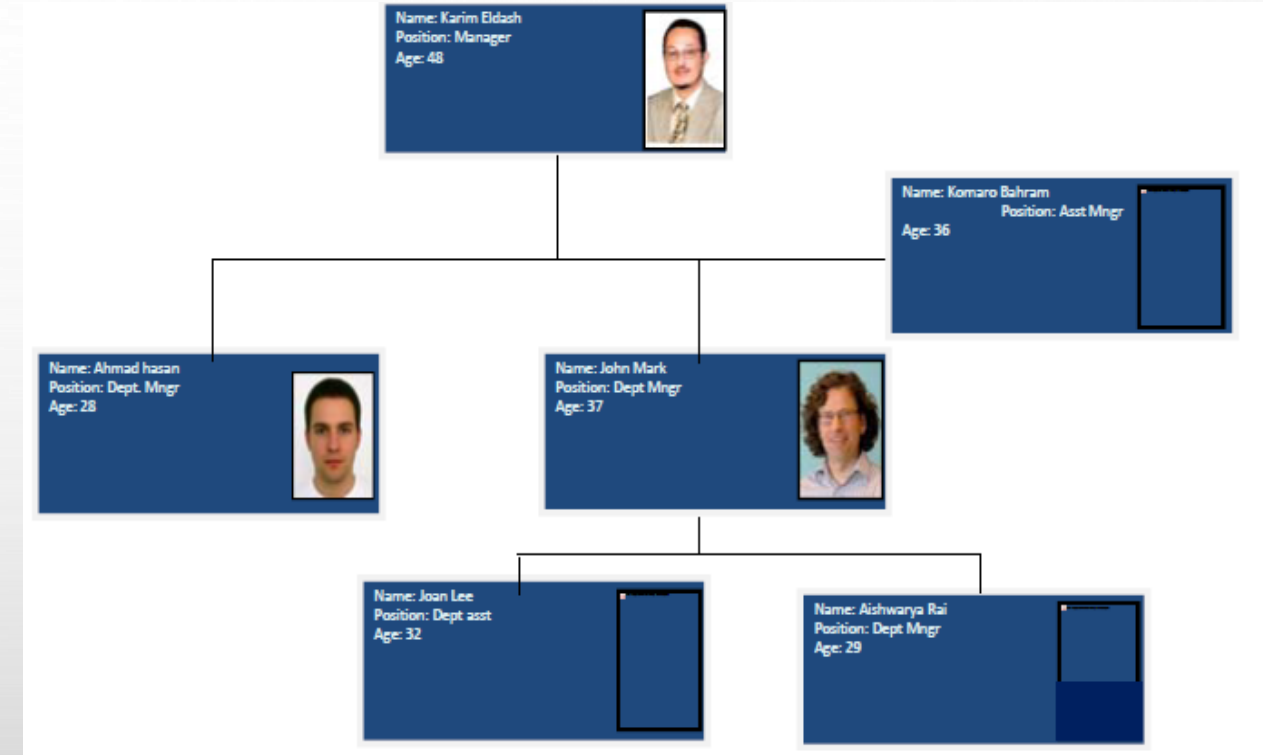


# FOSTERING CONSTRUCTIVE RESPONSES

Constructive conflict communication	Destructive conflict communication
<ul style="list-style-type: none"> <li>• Genuine regret &amp; forgiving</li> <li>• Trying to learn</li> <li>• Expressing own concerns and needs</li> <li>• Showing real interest</li> <li>• Explaining own views</li> <li>• Listening to the other's story</li> <li>• Calming &amp; reassuring (Future relations)</li> <li>• Sticking to facts</li> <li>• Being sincere</li> <li>• Expressing one self</li> <li>• Listening to the other</li> <li>• Attacking the problem: What to do?</li> <li>• Frank language.</li> </ul>	<ul style="list-style-type: none"> <li>• Superficial excuse</li> <li>• Trying to win</li> <li>• Blaming the other</li> <li>• Neglecting the other</li> <li>• Ignoring opposing the other's facts</li> <li>• Interrupting the other's story</li> <li>• Threatening</li> <li>• Exaggerating, generalizing</li> <li>• Using sarcasm</li> <li>• Defending one self</li> <li>• Ignoring the other</li> <li>• Attacking the other: Who to blame?</li> <li>• Rude or evasive language</li> </ul>

# UNDERSTANDING ORGANIZATIONAL DIFFERENCES

1. COMMON STRATEGY.
2. ANALYSIS OF THE ORGANIZATIONAL CULTURES OF EACH COMPANY.
3. DIFFERENCES AND SIMILARITIES IN THE TWO ORGANIZATIONS.
4. LEADERS AGREE ON A COMMON STRATEGY.
5. A REGULAR FOLLOW-UP ON RESULTS.



# WORK OUT A PSYCHOLOGICAL CONTRACT

- THE “ADR-CLAUSE”
  - ALTERNATIVE DISPUTE RESOLUTION-CLAUSE
  - EACH COMPANY HAS THE RIGHT TO CALL FOR A MEDIATION.
  - TOP MANAGEMENT OF EACH PARTY SHOULD MEET FIRST.
  - TOP MANAGEMENT DOES NOT FIND AN AGREEMENT, MEDIATION SHOULD START.
  - ONE OR THREE MEDIATORS IS NOTED IN THE CONTRACT.
  - PROVISION SHOULD BE MADE IN THE CONTRACT.



# WORK OUT A PSYCHOLOGICAL CONTRACT

- LESS FORMAL –INTERNAL PSYCHOLOGICAL CHECK LIST
  - PERSONALITY ANALYSIS OF THE PROJECT MANAGER, AND THE PERSONS HE HAS TO DEAL WITH
  - WHY HAS THE CONFLICT OCCURRED?
  - ANALYSIS OF PERSONAL VALUES.
  - ANALYSIS OF ORGANIZATIONAL DIFFERENCES.
  - ANALYSIS OF THE ORGANIZATIONAL CULTURAL BACKGROUND.
  - DEFINITION OF A STRATEGY TO STOP THE CONFLICT.
  - WHAT IS THE PROBLEM OF THE OTHER PARTY?
  - WHAT IS THE OWN PARTY'S PROBLEM?





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# **NEGOTIATIONS LEADING TO CONFLICT RESOLUTION**

# STAGES IN THE DEVELOPMENT OF CONFLICTS

Disagreement between the contract parties.

The parties fail to keep the disagreement at an informal level

The parties exchange their positions regarding the disagreement

Possible start of negotiations in order to reach a settlement

First chance of negotiated settlement is unsuccessful

Further exchange of supporting arguments

The parties are still in contact regarding the issue

Second chance of negotiated settlement is unsuccessful

The conflict escalates and it affects

Now there is a full fledged conflict between the parties

# CAUSES OF CONFLICTS

- A. THE CONTRACT SPECIFICATION IS INSUFFICIENT.
- B. LACK OF ABILITY OF ONE PARTY OR BOTH PARTIES.
- C. UNFORESEEN NEGATIVE FINANCIAL IMPACT ON ONE PARTY OR BOTH PARTIES.



# DISAGREEMENT CHECKLIST

- **DISAGREEMENT BETWEEN THE CONTRACT PARTIES**
  - VARIATION ORDER DISAGREEMENT (EXTRA WORK)
  - STOP OF WORK UNTIL AGREEMENT ON THE ABOVE SUBJECT
  - NON-APPROVAL OF FUNCTIONALITY IN DESIGN OR IN COMMISSIONING
- **DISAGREEMENT BETWEEN THE CONTRACT PARTIES REGARDING DELAYS**
  - CONTRACTOR DELAY
  - CLIENT DELAY
  - DELAY CAUSED BY EXTERNAL CONDITION
- **DISAGREEMENT BETWEEN THE CONTRACT PARTIES REGARDING PRICES**
  - UNIT PRICE DISAGREEMENTS
  - MEASURED QUANTITY DISAGREEMENT
  - PAYMENT DELAY ON THE CLIENT SIDE
  - FINANCIAL DIFFICULTIES



# DISAGREEMENT CHECKLIST (CONT.)

- **DISAGREEMENT REGARDING INTERPRETATION OF LAW, REGULATION OR STANDARD**

- TAXES AND DUTIES
- TECHNICAL STANDARD
- WORK PERMIT FOR EXPATRIATES
- ENVIRONMENTAL REGULATION

- **MULTIPLE TYPE CONFLICTS**

- FINANCIAL PROBLEM FOR ONE PARTY
- COMPROMISES ON SCOPE OF WORK DISAGREEMENT
- SCOPE OF WORK DISAGREEMENT COMBINED WITH DELAY



# CONFLICT PREVENTION

- DESCRIBE THE DISAGREEMENT BETWEEN THE CONTRACT PARTIES.
- DESCRIBE THE OTHER PARTY'S OFFICIAL POSITION IN A FEW WORDS.
- DESCRIBE THE OTHER PARTY'S INFORMAL POSITION IN A FEW WORDS.
- DESCRIBE OUR PARTY'S OFFICIAL POSITION IN A FEW WORDS.
- DESCRIBE OUR PARTY'S INFORMAL POSITION IN A FEW WORDS.
- WHY HAS THE DISAGREEMENT NOT BEEN SETTLED ALREADY?
- WHEN HAVE THE PARTIES LAST DISCUSSED THE DISAGREEMENT?
- WHAT WAS THE OUTCOME OR ACTION AGREED?
- WHAT IS THE GAP BETWEEN THE PARTIES' OFFICIAL POSITIONS?



# CONFLICT PREVENTION (CONT.)

- WHAT IS THE GAP BETWEEN THE PARTIES' INFORMAL POSITIONS?
- WHAT CAN THE OTHER PARTY DO TO REDUCE THE GAP?
- WHAT CAN OUR PARTY DO TO REDUCE THE GAP?
- WHO IS THE OTHER PARTY'S CHIEF REPRESENTATIVE?
- HAS OUR PARTY APPOINTED A CHIEF REPRESENTATIVE?
- DO THE TWO CHIEF REPRESENTATIVES KNOW EACH OTHER?
- WHEN WAS LAST CONTACT BETWEEN THE PARTIES REGARDING THIS ISSUE?
- WHY DID NOT WE APPROACH THE OTHER PARTY?





# COMMERCIAL NEGOTIATION

- A. “WAIT AND SEE APPROACH”.
- B. “TACTICAL APPROACH”.
- C. “STRATEGIC AND PRAGMATIC APPROACH”





# IMPROVING COMMERCIAL NEGOTIATIONS

1. THE PROJECT CULTURE OF THE COMPANY, ITS PROJECT MANAGEMENT STYLE AND BEHAVIOR.
2. THE COMPETENCES, TRAINING AND PERSONAL QUALITIES OF KEY STAFF IN.
3. USE OF CONFLICT PREVENTION ROUTINES DAILY:
  - WEEKLY SITE MEETINGS WITH MINUTES OF MEETING
  - AGREED FORMAT AND PROCEDURE FOR PROGRESS REPORT
  - AGREED FORMAT AND PROCEDURE FOR FOLLOW UP
  - DAILY FORMAL AND INFORMAL CONTACTS
  - “HOTLINE SYSTEM” WHEN A DISAGREEMENT EVOLVE



# THE CONTRACT PARTIES AND THEIR SITUATION

1. THE PARTIES' CONTRACTUAL POSITIONS
2. CLAIMS ESTIMATION AND DOCUMENTATION OF PURPOSE, QUANTITY, PRICES AND COSTS
3. THE FINANCIAL SITUATION OF THE OTHER PARTY
4. THE MANAGEMENT SITUATION OF THE OTHER PARTY
5. THE PROJECT TIME SCHEDULE, ORGANIZATION, RESOURCES



# PREPARATION OF NEGOTIATIONS

- BASICS IN PREPARATION OF NEGOTIATIONS
- NEGOTIATING TEAM





# START SETTLEMENT NEGOTIATIONS

1. IDENTIFICATION OF A SERIOUS DISAGREEMENT
2. CLASSIFICATION OF THE SERIOUS DISAGREEMENT
3. DECISION REGARDING PRIORITY AND URGENCY
4. DESCRIPTION OF OTHER PARTY'S CLAIM
5. ARRANGE CLARIFICATION MEETING
6. DEVELOP A CERTAIN TRUST BETWEEN THE PARTIES
7. COST/BENEFIT ANALYSIS OF POSSIBLE SOLUTIONS





# HOW TO START SETTLEMENT NEGOTIATIONS

8. CHOOSE THE PRIORITIES OF POSSIBLE SOLUTIONS
9. PLANNING OF IMPLEMENTATION SOLUTION
10. DECISION ON WHICH SOLUTION TO IMPLEMENT
11. APPOINT A CHIEF NEGOTIATOR AND A TEAM
12. NEGOTIATIONS UNTIL A SETTLEMENT IS REACHED
13. SETTLEMENT IMPLEMENTATION AND CONSEQUENCES
14. EXPERIENCE COLLECTION AND FEED BACK



# NEGOTIATIONS LEADING TO SETTLEMENT

- **PURPOSE OF MEETING**
  - CLARIFICATION MEETING
  - SETTLEMENT INVESTIGATION MEETING
  - NEGOTIATION MEETING
- **MEETING FORMALITIES PROPOSED AND AGREED**
  - AGENDA & MINUTES OF MEETING
  - PARTICIPANTS AND TEAM LEADERS
  - MEETING FREQUENCY, SCHEDULE AND PLACES
- **ESTABLISHING THE FACTUAL BACKGROUND FOR THE CLAIM**
  - BACKGROUND
  - AGREED FACTS ABOUT WHAT HAPPENED
  - NOT AGREED CIRCUMSTANCES OF WHAT HAPPENED

# NEGOTIATIONS LEADING TO SETTLEMENT (CONT.)

- **CLAIMANT'S POSITION**
  - CAUSE – EFFECT – CLAIM BY CLAIM
  - CONTRACTUAL JUSTIFICATION – CLAIM BY CLAIM
  - CONSEQUENCES ON THE WORK, COST AND TIME SCHEDULE
- **DEFENDANT'S POSITION**
  - CAUSE – EFFECT
  - CONTRACTUAL JUSTIFICATION
  - CONSEQUENCES ON THE WORK, COST AND TIME SCHEDULE
- **POINTS THAT NEED TO BE INVESTIGATED FURTHER**
  - FACTS ABOUT WHAT HAPPENED
  - CAUSE–EFFECT
  - CONTRACTUAL JUSTIFICATION AND INTERPRETATION
  - ESTIMATION AND DOCUMENTATION OF EXTRA COSTS

# NEGOTIATIONS LEADING TO SETTLEMENT (CONT.)

- **OTHER PROPOSALS**

- PROCEDURAL ISSUES AND PROPOSALS
- MATERIAL ISSUES AND PROPOSALS

- **NEXT MEETING**

- DATE, PLACE AND TIME
- PARTICIPANTS (EACH PARTY DECIDES THEIR OWN PARTICIPANTS)





# ATTITUDES AND BEHAVIOR OF NEGOTIATORS

1. PATIENCE IN PRESENTING, EXPLAINING AND ARGUING
2. ABILITY TO “GET ACROSS THE MESSAGE”
3. FLEXIBILITY IN FINDING SOLUTIONS
4. KEEN TO MAKE RESULTS BY CONSENSUS
5. STAMINA TO CONTINUE THE WORK FOR SESSIONS
6. UNDERSTANDING THE OTHER PARTY’S BACKGROUND, ARGUMENTS, REASONING AND POSITION
7. NEGOTIATING LANGUAGE AND DIPLOMATIC CAPABILITIES



# AGREEMENT FOR SETTLEMENT

- 1. BASICS OF A COMMERCIAL SETTLEMENT**
- 2. FINAL SETTLEMENT DISCUSSIONS**
- 3. DRAFTING THE SETTLEMENT AGREEMENT**
- 4. CONCLUDING AND SIGNING THE SETTLEMENT AGREEMENT**



# Basics of a Commercial Settlement

- CAREFUL UNDERSTANDING AND ANALYSIS OF POSITION AND REASONING
- NEUTRAL AND OBJECTIVE ESTIMATION OF PREDICTED OUTCOME



# Drafting the Settlement Agreement

- **REFERENCE TO THE CONTRACT AND PARTIES CLEARLY IDENTIFIED**
- **PLACE AND DATE OF SETTLEMENT AGREEMENT AND REPRESENTATIVES**
- **CLAIMS IN A FULL AND FINAL SETTLEMENT EACH CLEARLY IDENTIFIED**
- **CLAIMS AND ISSUES NOT INCLUDED IN THIS SETTLEMENT AGREEMENT**
- **NET SETTLEMENT CURRENCY AMOUNT IN FIGURES AND WORDS**
- **PAYMENT CONDITIONS CLEARLY SPECIFIED (WHEN, WHERE AND HOW)**
- **CONSEQUENCES OF POSSIBLE LATE PAYMENT OF SETTLEMENT**



# Drafting the Settlement Agreement (cont.)

## CONDITIONS FOR THE SETTLEMENT AGREEMENT

- WORK TO BE COMPLETED OR RECTIFIED
- SUPPLIES TO BE DELIVERED
- ACCEPTANCE OF SUPPLIES, WORKS, SERVICES AND DOCUMENTATION
- OBLIGATION TO SUPPLY SPARE PARTS AND RENDER SERVICES INCL. CONDITIONS
- DELIVERY SCHEDULE
- WARRANTY OBLIGATIONS
- RELEASE OF FINANCIAL GUARANTEES
- OTHER CONDITIONS

# Drafting the Settlement Agreement (cont.)

## CONSEQUENCES OF THE SETTLEMENT AGREEMENT

- GLOBAL COMMERCIAL SETTLEMENT WITHOUT PREJUDICE TO OTHER CLAIMS
- CONFIDENTIALITY
- PAYMENT AMOUNT, CONDITIONS AND EXECUTION DETAILS
- ACCEPTANCE OF SUPPLIES, WORKS, SERVICES AND DOCUMENTATION
- HANDLING OF POTENTIAL DISPUTES ARISING FROM THE EXECUTION OF THE SETTLEMENT AGREEMENT

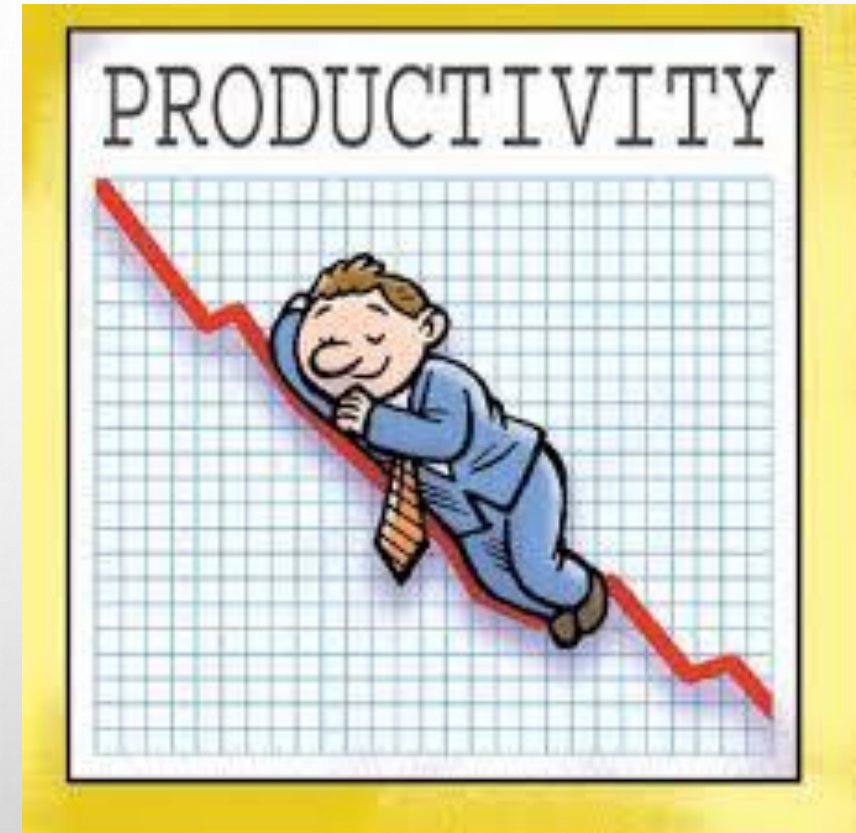
# NEGOTIATION OF DELAYS AND EXTENSION OF TIME

- COLLECTION OF FACTUAL EVIDENCE
- REGISTRATION OF WITNESSED EVIDENCE
- DELAY NOTIFICATION TO THE OTHER CONTRACT PARTY
- REGISTRATION OF THE DELAY FACTOR AND ITS CONSEQUENCES
- RELATE DELAY EVIDENCE TO CONTRACT CLAUSES
- PREPARATION OF A DELAY FILE
- NEGOTIATION OF DELAY CONSEQUENCES
- SETTLEMENT OF DELAYS SIMULTANEOUSLY WITH PROJECT PROGRESS



# DELAY FILE

- DESCRIPTION OF DELAY CAUSING EVENTS AND CONSEQUENCES
- CONTRACT PROVISIONS THAT DESCRIBE THE WORK
- DESCRIPTION OF THE FACTUAL DEVIATIONS
- ANALYSIS OF CAUSE – EFFECT RELATION
- ESTIMATION OF THE TIME EXTENSION REQUESTED
- ESTIMATION OF THE ADDITIONAL COSTS CLAIMED







# **LITIGATION, ARBITRATION AND MEDIATION CONTRIBUTING TO CONFLICT SETTLEMENT**

# EARLY WARNING SYSTEM

1. TIGHT REGULAR BI-WEEKLY OR MONTHLY BUDGET CONTROL
2. REGULAR BUDGET-PLAN, TIME-SCHEDULE AND PROGRESS CONTROL
3. DETAILED NETWORK-ANALYSIS AND UPDATE
4. SYSTEMATIC REPORTING SYSTEM TO CLIENT, SUBCONTRACTORS AND TOP MANAGEMENT
5. REGULAR VISITS OF TOP MANAGEMENT TO SITE



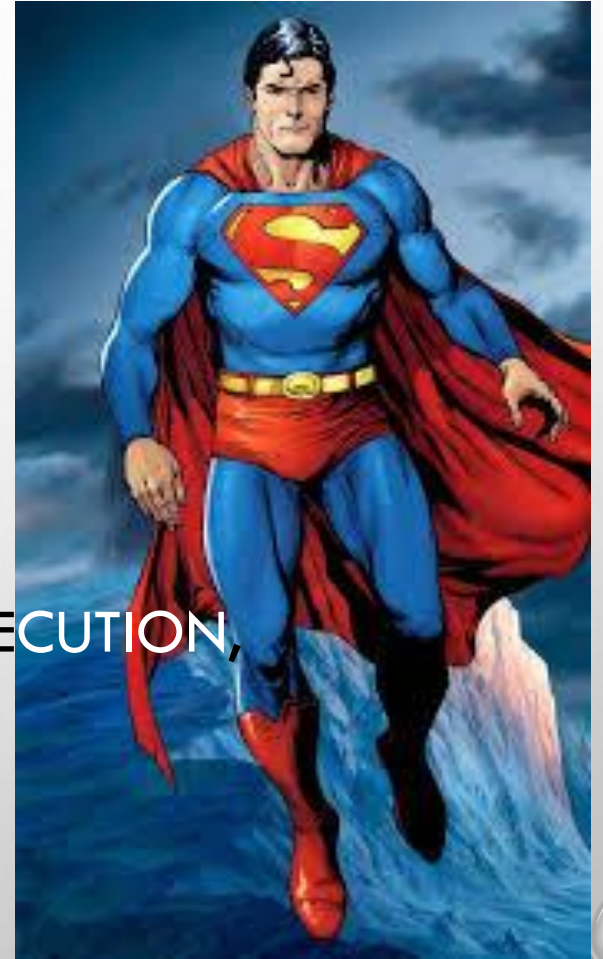
# MONITORING LITIGATION

1. ANALYZE THOROUGHLY THE PROBLEM
2. INTERVIEW PM AND PM'S STAFF
3. COLLECT ALL NECESSARY PROOF
4. ASSEMBLE A SPECIAL FILE FOR LITIGATION
5. CHECK COMPLETE HISTORY
6. AVOID DISCLOSING ACTIVITY TO THE OPPOSED PARTY
7. COLLECT OUTSIDE DOCUMENTS
8. DEVELOP A STRATEGY



# MONITOR OF LITIGATION

1. HAS MANAGED PROJECTS HIMSELF,
2. HAS SUFFICIENT TECHNICAL KNOW-HOW,
3. HAS LEGAL EXPERIENCE,
4. IS SKILLED IN NEGOTIATION,
5. IS DIPLOMATIC IN HIS APPROACH,
6. IS NOT TOO YOUNG,
7. HAS NOT BEEN INVOLVED IN THE PLANNING AND/OR EXECUTION,
8. HAS A CERTAIN SENIORITY IN THE COMPANY,
9. HAS THE FULL SUPPORT OF TOP MANAGEMENT,
10. HAS A WIDE RANGE OF DECISION AUTHORITY





# STRATEGY FOR LITIGATION

1. DESCRIPTION OF THE CASE AT STAKE, INCLUDING THE PROBLEMS OCCURRED
2. LISTING OF THE CLAIMS OR POTENTIAL CLAIMS
3. LISTING OF THE OWN PARTY'S CLAIMS
4. ANALYSIS OF THE CHANCES FOR THE RESPECTIVE PARTY
5. SIMULATION OF LEGAL PROCEEDINGS REQUESTED BY THE OTHER PARTY
6. CONSULTING OUTSIDE INDEPENDENT EXPERT OR NOT
7. ESTIMATION OF THE DURATION OF THE PROCEEDINGS
8. ESTIMATION OF COST



# STRATEGY FOR LITIGATION (CONT.)

9. ESTIMATION OF RECEIVABLES FOR THE OWN CLAIMS
10. ESTIMATION OF IN-HOUSE COSTS FOR THE MONITOR OF LITIGATION, FOR OTHER PERSONNEL
11. ESTIMATION OF IMPLICATIONS ON THE PROJECT
12. ANALYSIS OF OTHER IMPLICATIONS
13. ESTIMATION OF OPPONENT ABILITY TO PAY
14. BALANCE OF POTENTIAL RECEIVABLES AND COSTS
15. DECISION OF WHETHER AN OFFER SHOULD BE MADE



# SIMULATION OF LITIGATION

1. WHICH CLAIMS COULD THE OTHER PARTY RAISE?
2. HOW WOULD THEY PROVE THEIR CASE?
3. WHICH EVIDENCE DO THEY HAVE?
4. WHICH CONTRACTUAL CLAUSES APPLY?
5. ANY ACCEPTANCE OF THE CLAIMS BY OWN STAFF?
6. EVENTUAL CONSULTATION OF AN OUTSIDE EXPERT
7. CONSULTATION OF IN-HOUSE LAWYER
8. ANALYSIS OF CLAIMS IF OTHER SIDE WERE GRANTED CLAIMS



# ARBITRATION AND LITIGATION

- GENERAL CONSIDERATIONS
- ARBITRATION
- LITIGATION
- THE CHOICE OF ARBITRATORS
- THE COST OF LITIGATION
- THE PREPARATION OF EVIDENCE



The slide features a light gray background with a subtle gradient. In the top-left and bottom-right corners, there are clusters of realistic, 3D-rendered water droplets of various sizes, some overlapping. The main title is centered in a bold, black, sans-serif font.

# **PROJECT MANAGEMENT TOOLS TO HELP AVOID CONFLICTS**

# THE DETAILED PROJECT PLAN

1. PROJECT DESCRIPTION AND OBJECTIVES
2. SPECIFICATIONS OR TASK STATEMENT AND FUNCTIONAL GUARANTIES
3. WORK BREAKDOWN STRUCTURE (WBS)
4. TIME SCHEDULE (PERT) AND DELAY PENALTIES
5. ORGANIZATION, STAFFING AND RESPONSIBILITY MATRIX
6. PROCUREMENT AND SUBCONTRACTING
7. BUDGET
8. GOVERNING LAWS AND STANDARDS
9. PROJECT REPORTING (INTERNAL AND EXTERNAL)
10. PROJECT ACCEPTANCE PROCEDURE
11. RISK ANALYSIS

# Project Description and Objectives

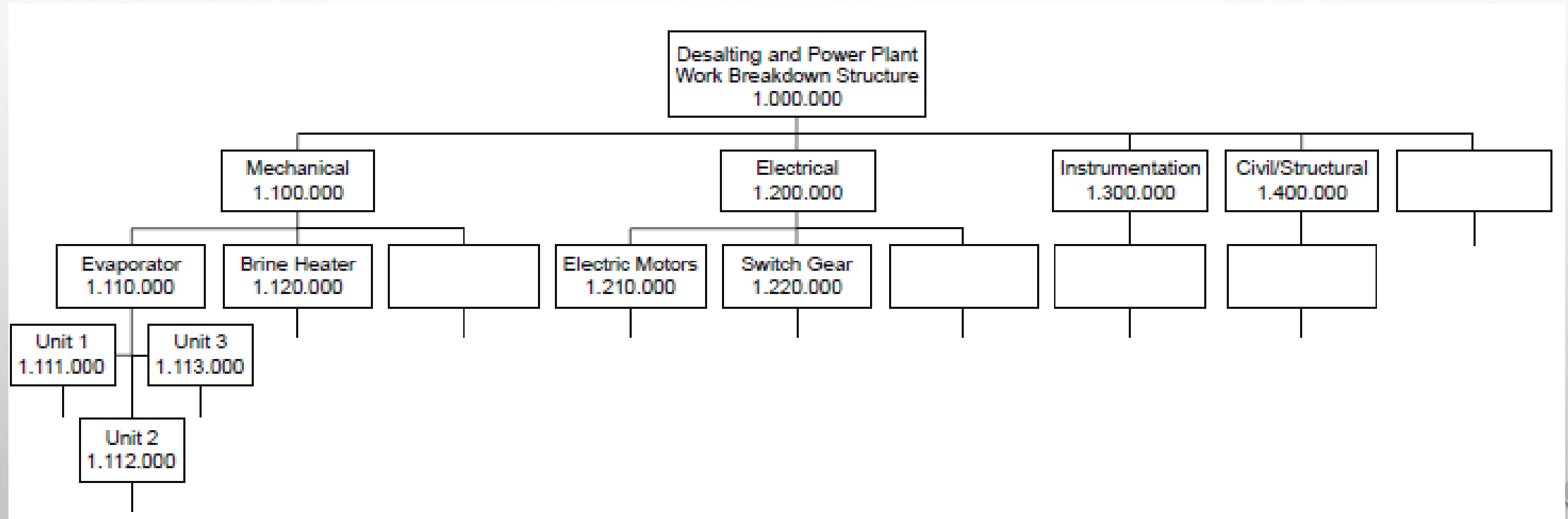
1. PROJECT ORGANIZATION WITH ADEQUATE STAFFING
2. FUNDS TO FINANCE THE PROJECT
3. CLIENT'S SUPPLIES REALISTICALLY AVAILABLE
4. OBJECTIVES ARE REALISTIC AND TECHNICAL SOLUTIONS AVAILABLE
5. TIMEFRAME REALISTIC AND NOT TOO AMBITIOUS
6. SUFFICIENT AND EXPERIENCED SUBCONTRACTORS & SUPPLIERS
7. POLITICAL OBSTACLES EXPECTED?

# Project Description and Objectives (cont.)

8. LEGAL CONSTRAINTS INFLUENCING THE PROJECT
9. STRIKES, PORT PROBLEMS, LOGISTIC SHORTCOMINGS, PERSONNEL SHORTCOMINGS, LACK OF ENERGY, LACK OF RAW MATERIAL, ETC.
10. SUFFICIENT IN HOUSE FUNDS AVAILABLE
11. SUFFICIENT KNOW-HOW AVAILABLE
12. TECHNOLOGY OF PROJECT PROVEN SUCCESSFULLY
13. GUARANTEES, BONDS AND CURRENCY RISKS
14. PROJECT PROFIT?



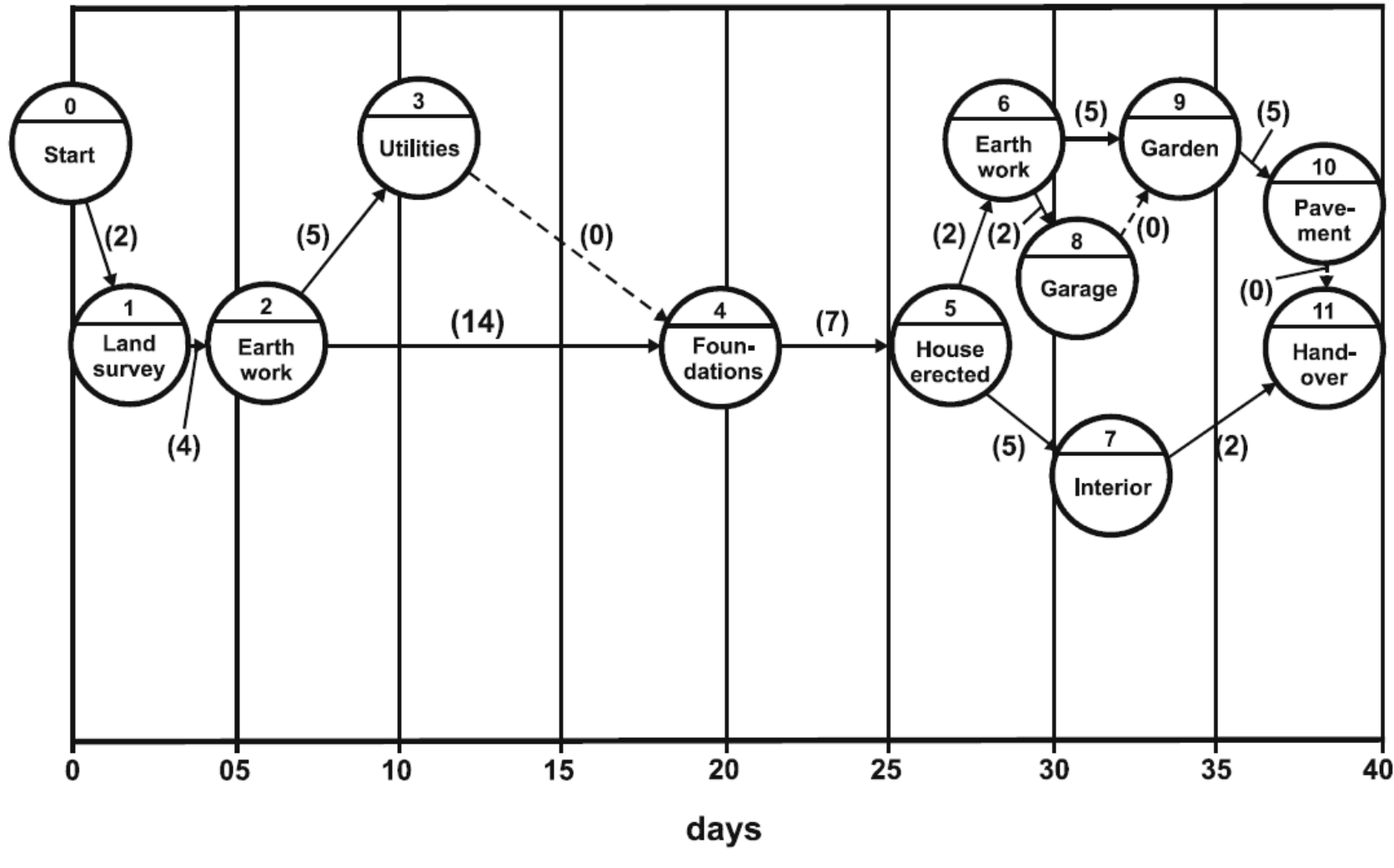
# Work Breakdown Structure



# Time Schedule (PERT) and Delay Penalties

Section	Number	Description	Length (weeks)	earliest Dates (weeks)	latest Dates (weeks)	Slack total free (weeks)	Comment
130	52	Install equipment	30	1 30	1 30	0 0	no slack
130	53	Civil Engin. Transp. of raw material	51	31 81	31 81	0 0	no slack
130	54	Earthworks	30	54 83	54 83	0 0	no slack
130	55	Foundations	6	85 90	97 102	12 11	
130	56	Metallic Structure	5	79 83	92 96	13 0	
130	57	Mechanical Erection	18	70 87	83 100	13 0	
130	58	Electrical Erection	6	84 89	97 102	13 12	
130	59	Erection Finalisation	1	102 102	103 103	1 0	
130	60	Reserve and Transp. of raw material	4	103 106	104 107	1 1	

# Time Schedule (PERT) and Delay Penalties



# Organization, Staffing and Responsibility Matrix

## Responsibility Assignment Matrix

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	Ahmed	Hasan	Aly	Manal	Haitham	Aya
Feasibility	R	A			I	
Design	I		R	A		
Execute			A		R	
Outsourcing					A	R
Handing out	A	R		I		
Public relations	C	C		R		A



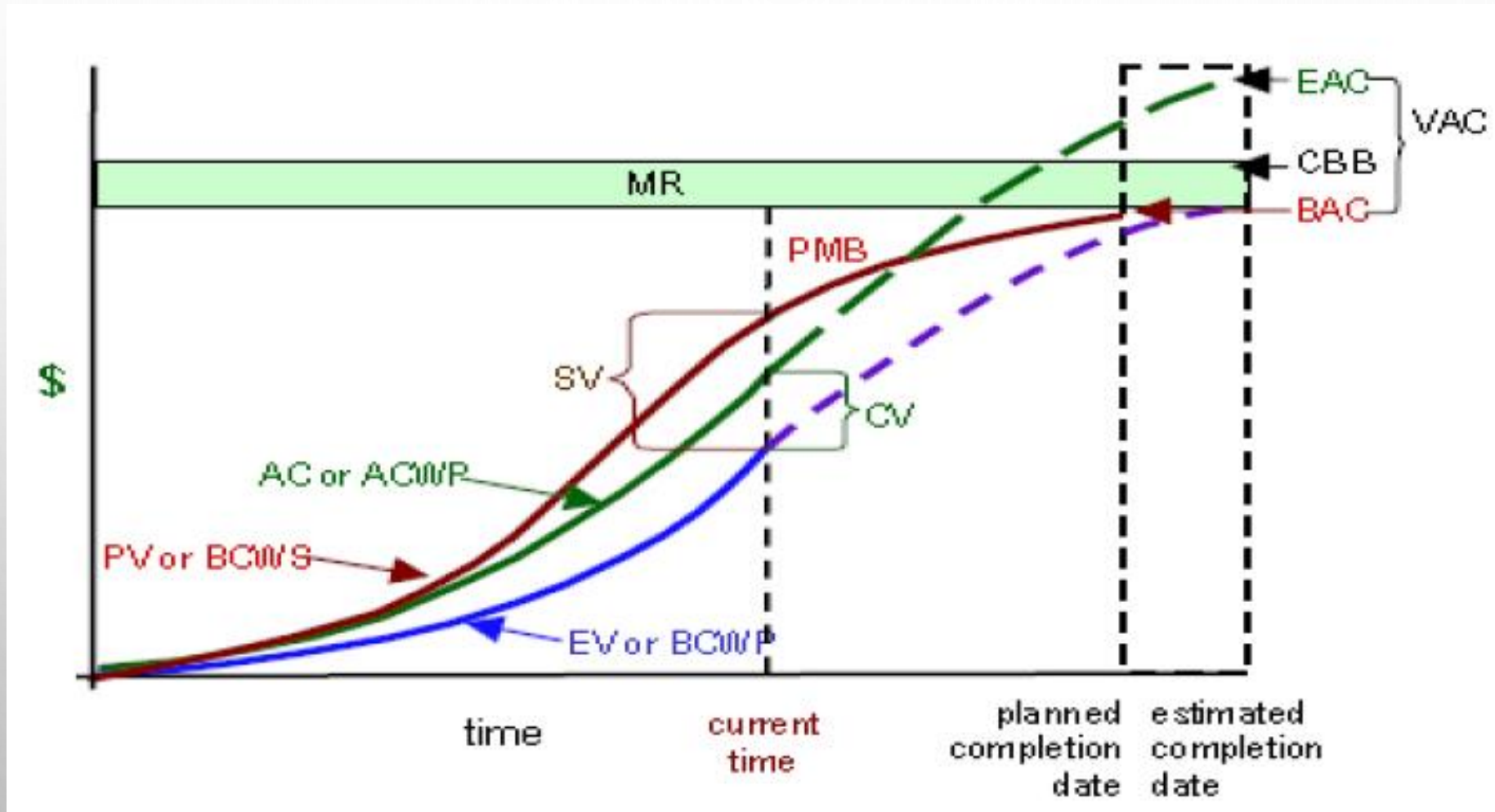
# Procurement and Subcontracting

Statement of Work

Statement of Work	
<b>Business Terms &amp; Conditions</b>	
<b>Mileage and Travel Expenses</b>	[Client Name] will be charged for mileage and travel expenses...
<b>Payment Terms</b>	[Client Name] agrees to pay...
<b>Duration of Services</b>	The duration of performance of services under this Agreement commences on the Effective date and terminates on the Ending date set forth, unless the Parties otherwise agree in a writing.
<b>Time and Materials</b>	[Client Name] will be charged for services, materials, and expenses on a time and materials basis. All service fees will be charged to [Client Name] as incurred.
<b>Project Expenses</b>	[Client Name] will be responsible for paying any expenses incurred to the project not already included with this Statement of Work. This may include hardware, software, materials, licensing, or any other project-related expense.
<b>Elective Termination</b>	Either party may terminate this Contract with thirty (30) working days notice without penalty. Upon termination of this Contract, [Client Name] will pay any charges for services rendered pursuant to this Contract and prior to any such termination.
<b>Confidentiality</b>	Confidential information is any information consisting of or relating to intellectual property or business plans or practices of [Client Name] and [Type the Company Name]. Both parties agree to take all reasonable and appropriate steps to keep confidential and protect Confidential Information. [Category] and [Type the Company Name] agree to hold Confidential Information in strict confidence and not make use of Confidential Information for any purpose other than the performance of this Contract.
<b>Changes and Modifications</b>	Any changes to this Contract, services to be performed, or on the deliverables must be agreed upon by both parties, in writing and signed by both parties.



# Budget





# Governing Laws and Standards

# Project Reporting

1. DESIGN REPORT
2. REPORT ON MATERIAL PROCUREMENT
3. REPORT ON SHIPMENT OF EQUIPMENT
4. REPORT ON SITE ERECTION
5. SPECIAL REPORT ON DELAYS
6. REPORT ON PERSONNEL
7. PROGRESS REPORT SUMMARIZING THE PROGRESS
8. WEEKLY SPECIAL SITE REPORT
9. REPORT ON BUDGET CONTROL



# TESTING SCHEDULE

## PRE-COMMISSIONING TESTS AND INSPECTIONS

- TESTS SHALL BE PERFORMED BY CONTRACTOR AND WITNESSED BY CLIENT
- TESTS PERFORMED IN ACCORDANCE WITH PROCEDURES APPROVED BY CLIENT
- CONTRACTOR HAS TO MAINTAIN ALL NECESSARY RECORDS, DATA SHEETS
- THE FOLLOWING TESTS SHALL BE PERFORMED PRIOR TO COMPLETION:
  - INSTALLATION CHECKS OF EQUIPMENT AND SYSTEMS
  - HYDRAULIC, HYDROSTATIC AND PNEUMATIC TESTS
  - INSTRUMENT AND CONTROL CALIBRATION
  - OPERATIONAL CHECKS OF THE EQUIPMENT
  - SYSTEM CHECKS

# TESTING SCHEDULE (CONT.)

## TESTS ON COMPLETION

### • **THIRTY DAY RELIABILITY AND PERFORMANCE TEST**

- THIS TEST SHALL CONSIST OF 30 DAYS OF OPERATION OF THE PLANT
- WITHIN THE 30 DAYS, 10 CONSECUTIVE DAYS SHALL BE CHOSEN FOR PERFORMANCE TESTS
- AVERAGE GUARANTEED UTILITY CONSUMPTION HAS TO BE PROVEN
- CONTRACTOR HAS TO GET TESTING PROCEDURE APPROVED
- THE PLANT SHALL BE SHUTDOWN FOR A MAXIMUM OF 48 HOURS FOR INSPECTION

### • **START-UP TESTS**

- THE CONTRACTOR SHALL DEMONSTRATE TWO CONSECUTIVE START-UP CYCLES
- THE PLANT SHOULD BE CAPABLE OF DUPLICATING AND MAINTAINING NORMAL OPERATION FOR A MINIMUM OF 12 HOURS AFTER START-UP

# RISK ANALYSIS

- **TECHNICAL RISKS**

- NEW TECHNOLOGY?
- SOFTWARE AVAILABLE AND PROVEN?
- OPERATION IN THE COUNTRY OF EXECUTION POSSIBLE?
- ADEQUATE ENVIRONMENT FOR THE TECHNOLOGY?
- EQUIPMENT AVAILABLE OR TIMELY TO BE PRODUCED?
- CAN ALL THE WARRANTIES BE MET?

- **SCHEDULE RISKS**

- CUSTOMER DELIVERIES ON TIME?, RIGHT QUALITY?
- HAS THE SCHEDULING BEEN CORRECTLY PERFORMED?
- ARE ALTERNATIVES AVAILABLE?
- ARE THERE ANY DEPENDENCIES OUTSIDE THE PROJECT?
- IS THE CUSTOMER EXPERIENCED WITH SIMILAR PROJECTS?
- IS THERE A PROVEN CLIENT-CONTRACTOR RELATION?

# RISK ANALYSIS

- **ORGANIZATIONAL RISKS**

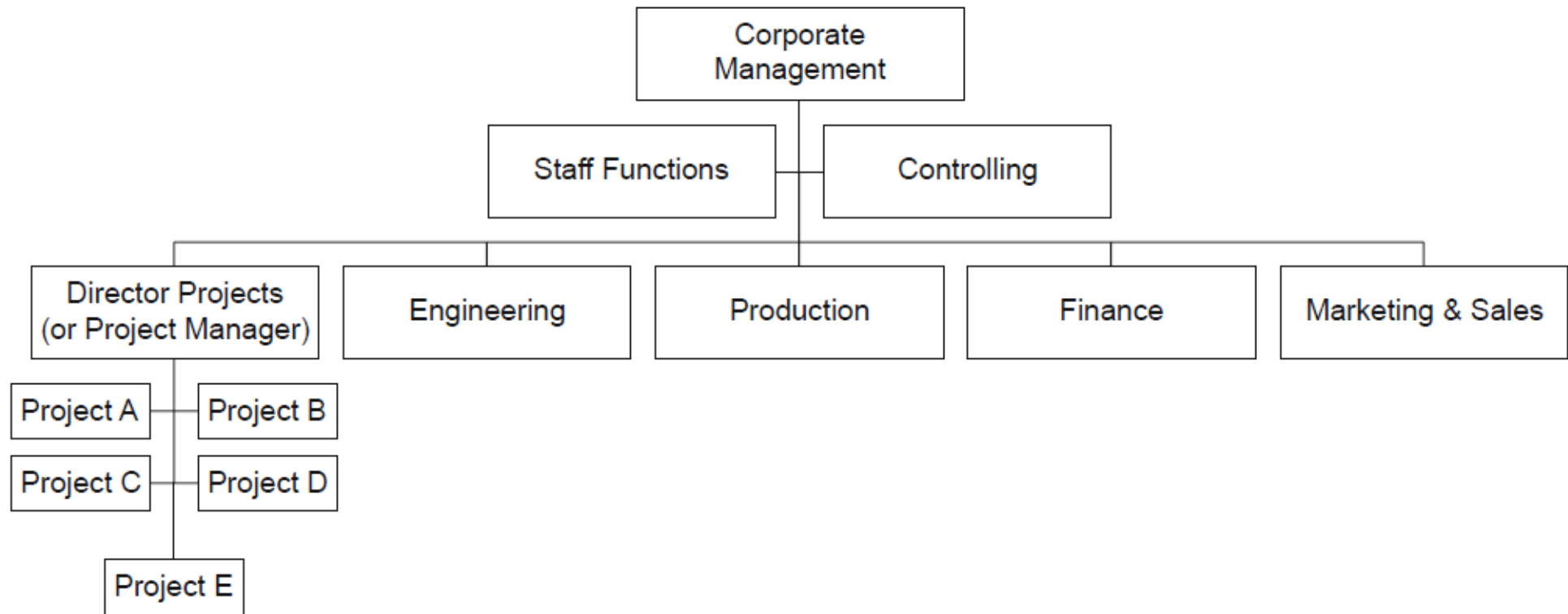
- IS THE NECESSARY PERSONNEL AVAILABLE?
- HAS THE CLIENT COMPETENT PEOPLE FOR THE CONTROL OF THE PROJECT?
- IS THE PROJECT ORGANIZATION COMPATIBLE WITH THE CLIENT'S ORGANIZATION?
- IS THE INFRASTRUCTURE AT THE EXECUTION SITE APPROPRIATE?
- ARE THERE LEGAL RISKS?
- ARE THERE ANY POLITICAL, RELIGIOUS, RACIAL OR SIMILAR CONSTRAINTS?

- **FINANCIAL RISKS**

- IS THE CLIENT FINANCIALLY SOLVENT FOR THE PROJECT?
- CAN ALL THE NECESSARY BONDS AND FINANCIAL GUARANTEES BE OBTAINED?
- ARE THERE TAXATION PROBLEMS?, CAN SUFFICIENT INSURANCE BE OBTAINED?
- ARE THE COSTS OF THE PROJECT SUFFICIENTLY ANALYZED?
- ARE THERE CUSTOMS PROBLEMS TO BE EXPECTED ON IMPORTATION?



# THE PERSONNEL FOR THE PROJECT



# TEAM BUILDING

1. CHOOSE YOUR TEAM MEMBERS CAREFULLY
2. OBTAIN INFORMATION ON THE TEAM MEMBERS' PREVIOUS SUPERIOR
3. DEFINE CLEAR RESPONSIBILITIES AND INTERFACES TO OTHER TEAM MEMBERS
4. LISTEN BEFORE GIVING ORDERS
5. GIVE CREDIT TO TEAM MEMBERS
6. APPLY MANAGEMENT BY WALKING AROUND
7. MEET WITH YOUR DIRECT COLLABORATORS WEEKLY
8. MAKE THE TEAM FEEL "INFORMED"

# TEAM BUILDING

9. INTRODUCE KEY PEOPLE OF YOUR TEAM TO YOUR CLIENT
10. MANAGE YOUR TEAM TRANSPARENTLY
11. MAKE YOUR TEAM MEMBERS FEEL SUPPORTED BY YOU
12. EVALUATE PERFORMANCE OF YOUR PERSONNEL ANNUALLY
13. LET YOUR COLLABORATORS PRESENT THEIR RESULTS
14. INSTALL INFORMATION PROCEDURES WITHIN THE TEAM
15. CUT GOSSIP AND NEGATIVE MESSAGES FAST
16. TRY TO ELIMINATE TROUBLE MAKERS AS FAST AS POSSIBLE

# *Thank You!*

**PROF. KARIM EL-DASH**

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**TEL: 20-1008579456**

**TEL: 965-99310261**