The latest in the ICC series of successful international model business contracts, the ICC Model Subcontract provides a complement to the well-received ICC Model Turnkey Contract for Major Projects, which was published in 2007. The ICC Model Subcontract is based on a "back-to-back" or "flowdown" contractual technique in relation to its parent ICC turnkey model, but is intended to be flexible enough to be used as a subcontract to other standard forms of contract.

Like the turnkey model, the ICC Model Subcontract is uniquely balanced, by taking an equitable approach to both contractors and subcontractors, while providing for price and scope certainty, swift and effective dispute resolution and complete, informed and responsible allocation of risks.

Balance between the parties has been provided for through the inclusion of a good faith concept, explanation of the purpose of certain provisions to avoid misinterpretation, and the use, where possible, of equal and mirrored obligations of the parties.

The ICC Model Subcontract is equally intended for use in public and private projects – whether tendered or individually negotiated, as a part of the “BOT” project documentation, and in externally financed projects. This model was prepared with the aim to further the proper functioning of the construction industry, particularly within the context of international development.

The International Chamber of Commerce, the World Business Organization, based in Paris, is the global leader in the development of standards, rules and reference guides for international trade.
ICC MODEL SUBCONTRACT
ICC Model Back-to-back Subcontract to ICC Model Turnkey Contract for Major Projects
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 Gural (France), José Gutiérrez Diaz (Germany), Günther Horvath (Austria), Robin 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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