International Construction Law

Academic Monograph

The integration of international construction contract standards into domestic law has become a pressing issue amidst the rise of cross-border infrastructure projects and the requirements of multilateral development banks . Turnkey construction contracts governed by the FIDIC conditions (International Federation of Consulting Engineers) have emerged as a ubiquitous contractual model for such projects, offering a balanced allocation of risks between contractor, client, and investor . Yet, many jurisdictions lack a clear legislative definition of the EPC/Turnkey contract, leading to conflicts when transplanting FIDIC's standard terms into national legal systems . Comparative studies reveal the need to harmonize foreign contractual standards with domestic norms (Lavrenyak, 2023) and highlight the acute problem of choice of law in international construction ventures . International arbitration practice confirms that discrepancies between key FIDIC provisions and local mandatory requirements spur disputes over contract termination and payment . All these factors underscore the significance of further legal harmonization in the field of international construction contract law to reduce conflicts and uncertainty .

Defining the scope of International Construction Contract Law (ICCL) is crucial. Although there is no singular universal treaty governing construction contracts (unlike the maritime or IP sectors), scholarship supports viewing ICCL as an emerging interdisciplinary branch of international law . The frequent use of FIDIC and ISO standards worldwide, the inclusion of New York Convention arbitration clauses in contracts, and the potential recourse to ICSID mechanisms (where construction qualifies as an investment) together delineate the contours of this field . FIDIC and ISO are not intergovernmental organizations and their standards lack treaty status, but their broad practical acceptance in many countries attests to their regulatory importance. As of 2025, FIDIC's membership spanned 103 national associations from 86 countries, and ISO's encompassed 173 countries . Accordingly, ICCL can be defined as the body of legal norms and institutions

governing the formation, performance, and dispute resolution of cross-border construction contracts, developing at the intersection of private international law and investment law . It comprises mandatory and default rules of international treaties, trade usages, general principles, judicial and arbitral precedents, as well as standards and methodologies devised by non-governmental organizations (notably FIDIC and ISO) . ICCL encompasses public-law aspects (state regulation, mandatory technical standards, permitting and supervision) and private-law elements (party autonomy, risk distribution, standard form contracts and pre-litigation procedures), aligning the interests of investors, contractors, engineers, and public authorities in major infrastructure projects .

Comparative Experience. Different jurisdictions exhibit distinctive approaches to reconciling international contract standards with local law. United States: The U.S. common law system provides flexible tools for the incorporation of FIDIC and similar international standards . Courts may consider international practice in resolving disputes, and the broad freedom of contract in U.S. law allows parties to heavily tailor standard forms to project needs . In line with precedent-based principles, the Spearin doctrine established by the U.S. Supreme Court in United States v. Spearin (1918) holds that if a contractor follows design specifications provided by the owner, the owner warrants their adequacy . This doctrine mirrors FIDIC's allocation of design risk to the employer, illustrating how common law precedents support equitable risk-sharing in construction contracts. The U.S. legal environment strongly favors alternative dispute resolution (ADR). It is standard for contracts to include arbitration clauses, reflecting a trend to avoid lengthy litigation and reduce costs . The Federal Arbitration Act and Supreme Court jurisprudence (e.g. Mitsubishi Motors v. Soler Chrysler-Plymouth) affirm the enforceability of agreements to arbitrate, thereby upholding parties' choice to resolve disputes outside the court system . Notably, where FIDIC contracts prescribe a multi-tier dispute resolution (e.g. Engineer's decision followed by Dispute Adjudication/Avoidance Board (DAAB) and arbitration), U.S. courts generally honor such clauses; no fundamental incompatibility with U.S. public policy has been found as long as party consent and due process are preserved.

The professional training in the U.S. for international construction law reflects its multi-faceted nature. Most practitioners hold a Juris Doctor (J.D.) and often undertake specialized courses on Construction Contracts, International Commercial Arbitration, and Comparative Construction Law in law schools . Elite institutions such as Harvard, Yale, Stanford, and NYU offer curricula covering FIDIC contracts and dispute resolution. Practical skills are honed through institutes like the International Institute for Conflict Prevention & Resolution and the American Arbitration Association . Education in the U.S. is multi-level and competitive; students frequently gain exposure to foreign legal systems and project management through study-abroad programs . This produces lawyers adept at navigating both common law and international standards. Industry associations also play a significant role. The American Council of Engineering Companies (ACEC), the largest U.S. association of consulting engineers, is a member of FIDIC and represents U.S. industry interests globally . ACEC publishes practice guides and holds roundtables on FIDIC application . Its historical evolution (founded 1905, multiple reorganizations, and renamed ACEC in 2000) and its FIDIC membership since 1997 have given U.S. companies direct input in developing global contract standards . As of mid-2024, ACEC's membership comprised over 569,000 professionals across the U.S. , underscoring the breadth of U.S. engagement in standard-setting. In summary, the U.S. approach, supported by precedent (including House of Lords decisions influential via common law heritage) and policy favoring party autonomy, demonstrates that FIDIC standards can be integrated provided they respect fundamental legal principles and procedural fairness.

China: China's legal system, rooted in civil law yet shaped by socialist regulatory policies, retains strong state oversight over strategic industries including large-scale construction . International standard contracts like FIDIC are increasingly used in China, but often subject to administrative approvals and compliance with state interests . Unlike the U.S. model where private initiative and case law drive recognition of contract norms, China prioritizes administrative regulation and public interests . Nevertheless, the surge of Belt and Road Initiative projects pushes Chinese authorities toward greater use of international standards to attract foreign investors and financiers . China's approach to human capital in ICCL differs from the U.S.: future experts typically first obtain an engineering degree, then pursue a

Master of Laws (LL.M.) and often an MBA . This produces professionals with dual or triple qualifications (technical, legal, managerial), which is highly valued for managing FIDIC Silver Book EPC contracts, where technical, legal, and economic issues intersect . Top universities (Tsinghua, Shanghai Jiao Tong, etc.) have launched interdisciplinary programs covering ICCL, FIDIC and ISO standards, and domestic construction law .

China's institutional framework to support FIDIC implementation includes the China National Association of Engineering Consultants (CNAEC), established 1992 and a FIDIC member since 1996 . CNAEC acts as an intermediary between the state and private sector, participating in drafting industry regulations, advising government, self-regulating the market, and promoting ethical standards aligned with FIDIC principles . With branches in 36 provinces and major cities, CNAEC provides an extensive network for liaising with authorities and companies . As FIDIC's representative in China, CNAEC disseminates FIDIC standards domestically and facilitates knowledge exchange with foreign partners, evidenced by Chinese projects regularly winning FIDIC awards . A notable initiative was the establishment of a FIDIC Credentialing Service (FCS) center in Beijing in 2010 under a pilot FIDIC Certified Consulting Engineer (FCCE) program . This program, approved by the Chinese government, provides comprehensive training for professionals in ICCL and has government backing .

Chinese large infrastructure projects, especially under One Belt One Road, increasingly rely on FIDIC contracts to secure international investment and clarify risk-sharing. However, domestic mandatory norms still impose constraints: state expert review of designs, licensing of participants, multi-tier approval of project documentation, and consideration of provincial interests are required . The China International Economic and Trade Arbitration Commission (CIETAC) handles many disputes under FIDIC contracts, but if a FIDIC clause conflicts with China's peremptory laws, national law prevails . The rising number of foreign-involved projects is gradually prompting adaptations: contract terms are tweaked to meet local law, and bilingual engineers-lawyers help bridge legal and technical gaps. Terminological consistency is also pursued—Chinese scholars emphasize careful translation of FIDIC terms to avoid confusion (Min, 2024) . For instance, the term "adjudication" has been deliberately translated to fit Chinese legal

understanding. In summary, China's model illustrates a strong government role in vetting and authorizing international standards, but with a pragmatic openness to FIDIC norms as tools of cooperation and efficiency, provided they can be reconciled with administrative law and public policy.

India: India's legal system largely draws from English common law, boasting an extensive body of judicial precedents and contract law principles similar to the UK . This heritage includes the doctrine of freedom of contract tempered by equitable and public policy considerations. One challenge in India is its federal structure: construction regulation involves both central and state laws, which can complicate uniform adoption of standards like FIDIC. Nonetheless, Indian courts and arbitrators have shown receptiveness to FIDIC provisions. The Supreme Court of India's landmark decision in ONGC v. Saw Pipes (2003) held that an arbitral award could be set aside if it is contrary to the "public policy of India" – a concept which has been applied to ensure that contractual provisions (including FIDIC clauses) do not violate fundamental legal tenets or economic interests of the state . Indian arbitral jurisprudence has grappled with FIDIC's time-bar clauses (e.g. the 28-day notice requirement for claims): recent awards, subject to court review, indicate that while such clauses are enforceable, they may be struck down if deemed unconscionable or against statutory protections (such as those for small contractors). Indian construction contracts in the public sector often incorporate FIDIC-inspired terms but modified via the Public Works Department manuals to align with local contracting norms and procurement laws.

Education and professional development in India for construction law are developing. Many practitioners are engineers-turned-lawyers; the emphasis is on practical dispute resolution skills and knowledge of standard forms. Institutions like the Indian Institute of Technology-Madras offer specialized courses on construction contracts, reflecting the growing importance of this field. India's involvement in FIDIC is coordinated through its national member association (the Indian Association of Consulting Engineers), which joined FIDIC in the mid-20th century, but its influence has been somewhat limited by diverse regional practices. Nonetheless, Indian experts participate in FIDIC committees, and India-based arbitrators contribute significantly to international construction arbitration, bridging common law principles with

FIDIC's global standards. In summary, India's experience demonstrates a common law jurisdiction attempting to harmonize global contract standards with domestic public policy – often through judicial intervention to ensure fairness and adherence to India's economic and legal priorities (termed "economic public order" by some scholars). The result is a cautious but growing acceptance of FIDIC, contingent on preserving regulatory stability and protecting parties against abusive terms.

European Union: In the EU, the compatibility of international contract standards like FIDIC with national law is influenced by both EU directives and member state laws. Germany provides a representative example: German law permits the use of FIDIC conditions, but they are subject to the rigorous scrutiny of the Civil Code (Bürgerliches Gesetzbuch – BGB) provisions on standard terms. If FIDIC clauses are incorporated into a contract governed by German law, courts may treat them as Allgemeine Geschäftsbedingungen (AGB) and test them against the fairness criteria of §§ 305–307 BGB (especially if used in contracts with smaller subcontractors). The Federal Supreme Court (BGH) has, in cases involving international construction contracts, emphasized that even sophisticated standard clauses must not violate the fundamental principle of Treu und Glauben (good faith) under § 242 BGB. For instance, a clause imposing an unreasonably short notification period or disproportionate penalty could be deemed void for contravening German public policy or AGB law. Furthermore, Germany's well-developed regime of VOB/B (the Standard Conditions for Construction Contracts) – which is a set of terms often used in domestic construction – provides a benchmark for acceptable risk allocation. If parties deviate from VOB/B by using FIDIC, those deviations might invite closer AGB control unless both parties negotiated the terms (in which case, truly negotiated terms are exempt from AGB control). Additionally, compliance with public procurement law (Gesetz gegen Wettbewerbsbeschränkungen – GWB and EU procurement directives) is crucial for public projects: certain FIDIC-based design-build-operate arrangements must align with tender requirements and cannot override mandatory provisions such as contractor payment protections or design liability statutes. France, as a civil law jurisdiction, similarly subjects international contracts to ordre public scrutiny – for example, courts may refuse to enforce a FIDIC clause that they find contrary to French public policy (e.g. an overly broad limitation of liability could conflict with the Civil

Code's stance on gross negligence). Other EU countries have their nuances, but an overarching theme is the influence of EU directives (e.g. on unfair contract terms, late payment in construction, etc.) which ensure certain protective standards in construction contracts, thereby requiring adjustments to FIDIC forms. The United Kingdom, while no longer in the EU, historically influenced FIDIC's content through its common law principles, and UK court decisions (including House of Lords rulings like Sutcliffe v. Thackrah on engineer's liability, or Bremer Vulkan on notice requirements) are part of the common law tapestry that informs how commonwealth jurisdictions interpret FIDIC clauses. In summary, across Europe, supranational regulation and national doctrines (good faith, proportionality, consumer protection) play central roles in moderating the direct adoption of FIDIC standards, ensuring they fit within the domestic legal fabrics.

Overall, the comparative analysis shows that while the United States and China demonstrate considerable flexibility and pragmatic adaptation in integrating international standards, the European Union and other jurisdictions often require alignment with regional regulations and public policy imperatives . Successful implementation of FIDIC and similar standards globally hinges on regulatory stability, clarity in terminology, and an equilibrium between international best practices and local legal norms .

Russian Developments and Challenges. Over the past decades, Russia has undertaken significant reforms in its construction law to interface with international standards. However, these reforms have oscillated. In the late 2010s, a sweeping "regulatory guillotine" policy dramatically reduced mandatory construction requirements – from around 10,000 to 4,000 – in an effort to deregulate and streamline the industry . Government decrees in 2021 eliminated the binding nature of the majority of GOST and SNiP standards, leaving only a handful of standards mandatory . Courts correspondingly ruled that the breach of a standard not expressly made mandatory (by law or by incorporation into the contract) does not constitute a contract breach . For example, in one arbitrazh case in Moscow, the court held that reference to an outdated GOST in contract documents had no legal effect unless the contract expressly required compliance with that GOST. By May 2022, the mandatory list was pared down further to just 1 GOST and 5 Building Codes , essentially shifting to a regime where the choice of technical standards was left to the

contracting parties. This contractual freedom briefly moved Russia's practice closer to the common-law approach, making the legal environment more flexible and "contractual" in nature .

However, in August 2023, the pendulum swung back. A new Government Decree No. 417 established an official Register of Mandatory Requirements for engineering surveys, design, construction, and demolition , managed by the Ministry of Construction. This effectively re-regulated the sector: by March 2025 the register contained 609 normative documents comprising 104,179 mandatory requirements . This drastic re-expansion of mandatory norms – termed a "regulatory pendulum effect" – has reintroduced rigidity. As one commentator noted (albeit about criminal law, but apt by analogy), such situational, chaotic law-making without regard to enforcement practice leads to casuistic and gap-ridden legislation (Savenkov, 2017) . The same can be said for construction law: the overcorrection has increased complexity and may inadvertently foster legal uncertainty and even corruption. The reinstatement of almost all technical norms as mandatory means that any FIDIC-based contract clause in Russia must now align with a vast body of compulsory requirements, leaving little room for the kind of contractual flexibility seen elsewhere. This shift impacts Russia's participation in international projects: tellingly, as of early 2025, Russia (despite being a founding member of the BRICS' New Development Bank) had implemented only two NDB-financed projects, in contrast to China, India, and Brazil's far greater numbers .

Another major challenge lies in terminological consistency and translation of standard terms. A prominent example is the term "Common Data Environment (CDE)". Initially translated in Russian technical standards as "Среда общих данных" (literally "common data environment"), it was later translated in a 2023 GOST as "Единое информационное пространство" ("unified information space"), causing confusion . As of 2025, an official code of practice (SP 480) that is mandatory includes both terms inconsistently . Such discrepancies in key terminology complicate the legal framework and create ambiguities in interpretation . Chinese practice, by contrast, shows the benefit of meticulous translation and even dedicated research on translating FIDIC terminology into the local language (Min, 2024) . Russia may need a similar linguistic and terminological harmonization effort to ensure that

international concepts are uniformly and accurately reflected in domestic standards.

A core substantive issue is the role of the independent engineer (consultant) in contracts. Under FIDIC, the Engineer is a neutral party administering the contract, certifying payments, and initially deciding disputes (through a DAAB) . Russia took steps to introduce this concept: in April 2011, a Vice-Premier's directive tasked industry associations to develop standard contract forms based on FIDIC for design, survey and construction work . In November 2011, the term "Technical Client" (Tekhnicheskiy zakazchik) – akin to an owner's representative or project manager – was introduced into the Urban Planning Code, and importantly, it allowed that role to be filled by a physical person (individual) on a professional basis or a legal entity . This was a nod to the independent consultant concept, as it meant an individual engineer could act as the technical client for a project. Academic discussions flourished on implementing FIDIC norms (Varavenko, 2020; Braig & Mutai, 2016) . However, effective 1 July 2017, an amendment (Revision 87 of the Urban Code) reversed course, mandating that a Technical Client can only be a legal entity . Since under Russia's Tax Code an individual entrepreneur is not a legal entity , this excluded independent professionals from acting as Technical Client. As a result, implementing FIDIC's hallmark features – the independent engineer and the adjudication mechanism – became exceedingly difficult under Russian law .

Current Russian legislation, notably the government-approved standard conditions for construction contracts (Decree No. 1066 of 29.06.2023), leaves little room for an independent Engineer-Consultant. The standard conditions effectively centralize project control in the hands of the owner (employer) or a corporate "technical client," and they do not provide for a neutral dispute adjudicator . The contract modification process is tightly constrained by procurement law, and disputes are resolved by negotiation or litigation, without a DAB/DAAB stage. By contrast, FIDIC's standard forms assign pivotal duties to a neutral Engineer who can make determinations and manage changes promptly . The omission of this role in Russia means the preventive dispute resolution layer is absent, potentially leading to more disputes going straight to court or arbitration with less opportunity for early resolution.

The debate on personal liability in construction is also at the forefront. Some experts argue that having individuals (rather than only companies) accountable as technical consultants prevents the dilution of responsibility – for instance, it avoids situations where a special-purpose technical company goes bankrupt post-project, leaving quality issues unaddressed . Others contend that only allowing legal entities brings advantages: legal entities can be required to meet higher financial and organizational standards, contribute to compensation funds (in self-regulatory organizations), pay minimum wages, and fulfill tax obligations, thereby offering more substantial recourse for project owners . At present, however, ICCL principles are scarcely applied in Russia. It is virtually impossible to engage an independent engineer-consultant as the technical client, and adjudication procedures (where a DAB's decision is binding unless overturned) have no legal basis and are almost never used in practice . Importantly, a DAB is not equivalent to arbitration: it is an interim dispute resolution mechanism whose decisions are binding on an interim basis but not final awards . The lack of DAB enforceability under Russian law (no statutory recognition) means parties rarely agree to use it, knowing that any DAB decision would ultimately need to be re-litigated or arbitrated to have legal effect.

Comparative observations show that China and India have managed to effectively adapt FIDIC forms by establishing clear enforcement mechanisms and training specialized professionals . In Russia, by contrast, these mechanisms remain underdeveloped, and statutory restrictions (like the legal-entity requirement) hamper adaptation. Nevertheless, Russian legal scholars and practitioners continue to study FIDIC and advocate for changes. Sulimov (2024) notes that academia is actively examining FIDIC's experience for domestic use . Leading construction lawyers (e.g. Dmitry Nekrestyanov of "Kachkin & Partners") suggest that to use FIDIC in Russia, significant legislative amendments are needed regarding: (1) dispute resolution procedures; (2) variation and price adjustment mechanisms; (3) the role and status of the Engineer . They caution that Russian mandatory rules in construction (e.g. on contractual penalties, unilateral changes, etc.) may conflict with FIDIC concepts, and that even if parties choose Russian law for a FIDIC-based contract, it can lead to norm conflicts . From a broader perspective, as Zhadan (2016) argues, formal implementation of international norms is not enough; political support at the state level is crucial for effective

legal cooperation . In FIDIC's context, this means government backing could greatly accelerate integration – especially since adapting FIDIC forms to Russian law requires accommodating complex economic-legal mechanisms (analyzed by Varavenko & Niyazova, 2022) .

The study leads to a set of key conclusions and recommendations to enhance the compatibility of international and national standards in construction contracts:

1. Impact of Regulatory (In)Stability on Standard Implementation: Russia's drastic reduction of mandatory building norms (from ~10,000 to 4,000) followed by an explosion to ~100,000 by 2025 has created a whipsaw effect of legal uncertainty, hindering the steady adoption of FIDIC and ISO standards . To mitigate conflicts, a clear demarcation between mandatory and guidance norms is required . By establishing which technical standards are compulsory and which are advisory, parties can confidently incorporate international standards without fear of hidden contradictions with domestic law.

2. Uniform Legal Terminology for Harmonization: Divergent translations of international terms lead to inconsistent enforcement. It is crucial to standardize terminology in legislation. For example, "Common Data Environment (CDE)" should be legislatively fixed under one term (e.g. "Среда общих данных") as the sole correct translation, replacing alternatives like "Единая информационная среда" which deviate from international usage . Ensuring terminological consistency will improve clarity and alignment between Russian standards and global ones.

3. Adjusting Liability Regime in Construction Law: Since 2017, Russia has shifted away from personal liability of technical experts toward an all-corporate liability model, which diverges from international practice and undermines legal quality guarantees . To restore balance, it is recommended to amend Urban Planning Code Art. 22 to allow a qualified individual (including sole proprietor) to act as a Technical Client . Reintroducing the possibility of an independent professional in this role would enable FIDIC's independent Engineer concept and adjudication mechanism (DAAB) to function in Russian projects. It would also reinforce personal accountability,

deterring scenarios where thinly capitalized firms escape liability post-project.

Implementing these recommendations in concert will significantly improve the synergy between international standards and Russian law, reducing legal disputes and increasing the competitiveness of Russian companies in global markets . Clearly segregating mandatory rules, harmonizing legal vocabulary, and reinstating the independent technical consultant as a recognized actor will create a more predictable legal environment for infrastructure projects. Crucially, these steps do not sacrifice national sovereignty; rather, they streamline cross-border project execution, facilitate foreign investment, and ease cooperation with international financial institutions like the NDB. In sum, advancing legal harmonization in this domain – informed by precedent (common law and civil law), guided by principles of proportionality and good faith, and supported by political will – will foster a more stable and fair construction contract regime, benefiting all stakeholders.

Note on the publication of the main research results

Academic specialty: 5.1.5. International legal studies.

Interaction between international law and domestic law. Application and implementation of norms of international law in national legal orders.

The main research results have been published in the following peer-reviewed article: Белкин, Д. С. Совместимость международных и национальных стандартов строительных контрактов: опыт внедрения и правовые перспективы / Д. С. Белкин // Вестник Российского университета дружбы народов. Серия: Юридические науки. – 2025. – Т. 29, № 3. – С. 747-768. – DOI 10.22363/2313-2337-2025-29-3-747-768. – EDN AVVQUZ. DOI: 10.22363/2313-2337-2025-29-3-747-768 EDN: AVVQUZ

Risk Allocation and Dispute Avoidance in Cross-Border EPC Contracts: A Common Law Perspective

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The chapter investigates the legal and institutional pre-conditions for integrating international turnkey construction standards, chiefly those issued by FIDIC and ISO, into domestic frameworks. It opens with a conceptual delineation of International Construction Contract Law, then compares implementation patterns in the United States, China, India, the European Union and the Russian Federation, with Russia illustrating regulatory volatility, terminological inconsistency and a restricted independent-engineer role. Empirical data on professional bodies, mandatory-norm inventories and arbitral practice verify that effective transposition hinges on normative stability, transparent terminology and balanced liability. The chapter concludes by framing conditions for successful harmonisation.

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References

1. Anosov, Y.A. (2024). Normative regulation of requirements for provisions of the international construction contract. Scientific Journal “Juridical Science”, 1, 80–83.

2. Bacoş, A. (2024). The importance and regulation of public works contracts in the European Union: A study on FIDIC standards. In: The Challenges of Multicultural Representation: Literature, Discours and Dialogue, 135–157.

3. Batychko, V.T. (2011). Private international law: Lecture notes. Taganrog: TTI Yufu Publ.

4. Braig, B. & Mutay, I.M. (2016). Res publica and res mercatoria in the proformas of FIDIC and the Civil Code of the Russian Federation. Bulletin of Economic Justice of the Russian Federation, 1, 111–144.

5. Breyer, W. (ed.) (2024). International construction law: An overview. London: Informa Law from Routledge. DOI: 10.4324/9781315671376.

6. Funge, T. (2020). "Out-of-pocket" security, out of control? International Construction Law Review, 4.

7. Gurina, V.A. (2016). On the choice of applicable law for international construction contracts. Theory and Practice of Modern Legal Science, 3, 80–83.

8. Jenkins, J. (2021). International construction arbitration law. 3rd ed. USA: Wolters Kluwer.

9. Klishas, A.A. (2018). The welfare state: On framing the problem. Law and Management. XXI Century, 1(46), 32–42. DOI: 10.24833/2073-8420-2018-1-46-32-42. EDN: XTXHYL.

10. Klee, L. (2018). International construction contract law. Prague: John Wiley & Sons.

11. Kremnev, P.P. (2021). The universally recognized principles and norms of jus cogens and erga omnes obligations: The legal nature and hierarchy in the Russian legal system. Bulletin of Saint Petersburg University. Law, 12(3), 783–802. DOI: 10.21638/spbu14.2021.318. EDN: LRQQZF.

12. Lavrenyak, I.V. (2023). EPC/M contracts and construction contracts: A comparative legal analysis of international and Russian legislation. Education and Law, 3, 75–79. DOI: 10.24412/2076-1503-2023-3-75-79. EDN: QGVBYR.

13. Lyapustina, N.A. & Rybka, O.S. (2024). Prospects for applying provisions on compensation for property losses, as enshrined in the FIDIC Silver

Book, in the field of construction contracts in Russia. Legal Studies, 6, 1–14. DOI: 10.25136/2409-7136.2024.6.70982. EDN: KVGVKK.

14. Mahasneh, N. (2024). Joint and several liability at the interface of national and international law and the FIDIC conditions of contract. Uniform Law Review, 29(3), 412–428. DOI: 10.1093/ulr/unae039. EDN: NQELKD.

15. Min, X. (2024). Translation methods of passive voice in English-Chinese translation of international engineering contracts – Taking "FIDIC" (Conditions of Contract for Construction) as an example. Modern Linguistics, 12(5), 2713–2718. DOI: 10.12677/ml.2024.125384.

16. Murodzhonova, M.M. & Imamova, D.I. (2023). The concept of an international construction contract. Bulletin of Legal Sciences, 7(2), 61–69. DOI: 10.51788/tsul.rols.2023.7.2./VJGM1988. EDN: VLEJJY.

17. Savenkov, A.N. (2017). Issues of state criminal policy. Legal Journal, 1, 163–171.

18. Sulimov, N.Yu. (2024). Comparison of approaches to dispute resolution in construction projects between clients and contractors in Russia and Belarus using FIDIC. Law and Power, 1, 112–117.

19. Varavenko, V.E. (2012). Prospects of applying standard contracts of the International Federation of Consulting Engineers (FIDIC) in public procurement practice in Russia. International Public and Private Law, 1, 10–13.

20. Varavenko, V.E. & Niyazova, M.V. (2022). Economic and legal analysis of instruments for adapting standard FIDIC contracts to Russian law. Territory of New Opportunities. Bulletin of Vladivostok State University, 14(4), 35–50. DOI: 10.24866/VVSU/2949-1258/2022-4/035-050. EDN: YJXKOV.

21. Verdier, P.H. & Versteeg, M. (2015). International law in national legal systems: An empirical investigation. American Journal of International Law, 109(3), 514–533.

22. Zhadan, V.N. (2016). On the interaction and cooperation of Russia with international organizations. Current Problems of Humanities and Natural Sciences, 3–3, 33–37.

23. Zhukov, M. & Silchenko, V. (2020). FIDIC Silver Book contract: A case from the practice of international arbitration. Lex Torre.