



Ministry of Oil
Petroleum Contracts and Licensing Directorate (PCLD)

REVISED

Initial Tender Protocol

For the Award of Contracts (EDPC and DPC)

FIFTH (+) ROUND AND SIXTH ROUND

Baghdad, Iraq

REVISED

February 1, 2024

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1. INTRODUCTION

On June 30, 2008, in Baghdad, Iraq's Ministry of Oil formally launched the country's First Licensing Round. As a result of this initiative Technical Service Contracts were signed for 4 Contract Areas: Rumaila, Zubair, West Qurna (Phase 1); and Missan. The Ministry launched a second round on December 31, 2008 that was completed in December 2009, resulting in 7 contracts being signed: Majnoon, Halfaya, Qaiyarah, West Qurna (Phase 2), Garraf, Badra, and Najmah. The Third Round was launched and completed in 2010 in which three undeveloped gas fields were awarded: Akkas, Mansuriya, and Siba. The Fourth Round was completed in 2012, resulting in 4 blocks being awarded.

In 2018 Iraq introduced a different form of contract that was structured as a profit-sharing agreement rather than the service contract model that had featured in the earlier offerings. In the Fifth Round, 6 blocks were awarded. Subsequently, in 2021, Iraq offered and completed the award of the Mansuriya undeveloped gas field in Diyala province.

Iraq continues to seek the involvement of qualified oil and gas companies to deliver on a national strategy to increase production of crude oil and natural gas. In particular, Iraq seeks to accelerate the exploration, appraisal and development of fields that are highly prospective and are believed to have the potential to contribute national production objectives. Accordingly, the Ministry of Oil is offering thirty (30) projects situated in multiple areas and provinces in Iraq to qualified companies under contractual terms similar to those applicable in the Fifth Round.

The Offerings

The Ministry of Oil of the Republic of Iraq is responsible for the management and stewardship of Iraq's petroleum resources. The Petroleum Contracts and Licensing Directorate is the unit of the Ministry that is charged with managing all aspects related to the award of licenses or contracts to participate in the upstream petroleum sector.

In May and June 2023, the Ministry announced an offering of 30 projects throughout Iraq to qualified companies. The projects will be offered in two distinct offerings: the Fifth (+) Round Offering and the Sixth Round Offering. This Initial Tender Protocol defines the rules which must be followed by all companies interested in participating in the tender process for the offered projects. This Initial Tender Protocol will be replaced by a Final Tender Protocol which will be published before the deadline for the submission of bids. The indicative timetable is as follows:

Table 1
Timetable for the Tender for Offered Blocks

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Data Packages and Initial Tender Protocol Available	Late October, 2023
Draft Contracts Available	Mid-November, 2023
Workshop to discuss IOCs comments/questions*	March 4-6, 2024
Deadline for comments/questions from IOCs	March 14, 2024
Publication of the Final Tender Protocol and Definitive Model Contract	April 4, 2024
Submission of Bid Bonds	April 18, 2024
Deadline for payment of Participation Fees	April 25, 2024
Submission of Bids – Fifth (+) Round	April 28-29, 2024
Submission of Bids – Sixth Round	May 1-2, 2024
Submission of Documents by Winning Bidders	May 16, 2024
Contract Signature	<i>to be advised</i>

***Date and format (i.e. in-person or online) of the workshop to be confirmed by February 15, 2024.**

Round 5(+) Contract Areas				
Form of Contract	Area Name	Approx. Area (km ²)	Province(s)	Wells
EDPC	Zurbatiya	519	Wasit	0
EDPC	Shihabi	1,428	Wasit/Maysan	0
EDPC	FAO	1,398	Basra	1
EDPC	Jabal Sanam	235	Basra	1
EDPC	Arabian Gulf	554	Offshore	0
EDPC	Ad Daimah	451	Maysan	1
EDPC	Qalat Salah	318	Maysan	1
EDPC	Sasan	197	Nineveh	2
EDPC	Alan	162	Nineveh	2
EDPC	Pulkihana	412	Salah Al Den	8
DPC	Middle Furat	1,073	Al Najaf/Karbala	6
DPC	North Extension E.Baghdad	231	Baghdad/Salah Al Den	7
EDPC	Dhufriyah	369	Wasit	2
EDPC	Abu Khema	1,810	Al Muthanna	1
EDPC	Block 11	8,000	Al Najaf/Al Muthanna	1
EDPC	Block 7	6,000	Al Najaf/Al Muthanna/Wasit/Babylon/Diwanya	0

Round 6 Contract Areas				
Form of Contract	Area Name	Approx. Area (km ²)	Province(s)	Wells
EDPC	Tel Hajar	7,300	Nineveh	3
EDPC	Khliesiea	7,300	Nineveh/Al Anbar	1
EDPC	Anah	7,100	Al Anbar	2
EDPC	Anbar	8,500	Al Anbar	0
EDPC	Anz	8,521	Al Anbar	0
EDPC	Okashat	6,665	Al Anbar	0
EDPC	N. Rutba	6,500	Al Anbar	0
EDPC	S. Rutba	7,907	Al Anbar	0
EDPC	Tobal	9,001	Al Anbar	0
EDPC	Waleed	8,300	Al Anbar	0
EDPC	Qurnain	8,500	Najaf	0
EDPC	Addan	4,400	Al Muthanna	0
EDPC	Shaiban	2,100	Al Muthanna	0
EDPC	Sumer	1,700	Al Muthanna	0

2. OBJECTIVE OF THE OFFERING

The objective of the current offering is the award of contracts to qualified companies or consortia of companies to carry out exploration, appraisal, development and production activities in accordance with the terms of the contracts applicable to each of the 30 Contract Areas.

Winning companies or consortia must enter into either an Exploration, Development and Production Contract (“EDPC”) or a Development and Production Contract (“DPC”), either a “Contract”, depending on the Contract Area, in order to carry out such activities. The principal terms of the Contracts are as follows:

- All oil and gas in-place and produced belongs to the people of Iraq.
- The Contractor funds all exploration, appraisal, development and production activities.
- The Contractor is entitled to recover Petroleum Costs and to receive Remuneration from any resulting developments.
- For certain costs categorized as Supplementary Costs, the Contractor is entitled to recover such costs at an accelerated rate and with interest.
- Petroleum Costs, Supplementary Costs and Remuneration will be paid in export oil unless Iraq elects to pay in cash. Any cash election shall be made in advance of the calendar year for which cash payments have been elected and such cash election shall apply for the entire year.
- The terms of the Contracts vary according to the level of exploration maturity.
 - The EDPC provides for an Exploration Period from 5 to 9 years and a Development Periods of 25 years.
 - The DPC has a Development Period of 20 years with the potential for a single 5 year extension.
- Bonus payments are required in the Contracts.
 - The EDPC will require a signature bonus and a further bonus upon the Declaration of Commerciality.
 - The DPC will require a signature bonus and a further bonus following the achievement of the First Commercial Production Date.
 - Bonus payments are not cost recoverable or tax deductible.
- Petroleum Costs, Supplementary Costs and Remuneration Fees are payable once a sustained level of production has been achieved, which is referred to as the ‘First Commercial Production Date’.
- Royalty of 15% is payable from Deemed Revenues.
- Petroleum Costs are payable from the Net Deemed Revenue (Deemed Revenue less Royalty)

- Supplementary Costs are payable from Net Deemed Revenue less Petroleum Costs and Remuneration.
- Remuneration is payable as a (bid) percentage of the Remaining Net Deemed Revenue (Deemed Revenue less Royalty less Petroleum Costs paid).
- Contractor profits (Remuneration) will be subject to Corporate Income Tax in Iraq.
- Minimum Work and Expenditure Obligations will vary by Contract Area depending upon the expected minimum requirements for the Contract Area.
- Contractors will have obligations with respect to the provision of training and technology transfer as well as employment of local personnel and the procurement of local goods and services.
- Contractors will contribute to an Infrastructure Fund and these contributions will be considered as Petroleum Costs.
- The Contracts will be in both the Arabic and English languages, in the event of a conflict, the English language version shall prevail.
- Provisions for resolution of disputes between the parties to the Contracts include potential recourse to independent expert as well as to international arbitration (International Chamber of Commerce rules, seat in Paris or mutually agreed alternate venue, English language).
- Activities in the Contract Areas will be subject to Iraqi law and the applicable regulations of the Ministry of Oil, and must comply with the “best practices” of the international petroleum industry, particularly with regard to health and safety of human resources, public safety, and preservation of the environment and general business ethics.

3. DOCUMENTATION FOR PARTICIPATING IN THE OFFERING

In order to participate in the bidding, a company must have been previously individually qualified by the PCLD of the Iraqi Ministry of Oil. In addition, all participating companies must:

- Submit a Power of Attorney nominating and empowering one or more Authorized Representative(s) of the company in front of the PCLD;
- Submit a Confidentiality Agreement signed by an Authorized Representative of the company; and
- Pay the Participation Fee(s).

The Power of Attorney and Confidentiality Agreement must be notarized by a duly credentialed Notary Public, but do not require Consular notarization. The Participation Fee notice does not require notarization.

One original of all documents should be submitted, with a PDF copy emailed to dq_pclد@oil.gov.iq and adelnn2g@gmail.com. The documents should be submitted to the PCLD in Baghdad at the address provided in Section 6.1.

Once a company has been pre-qualified and provided the documents (and paid the Participation Fee(s)) described above, it will be permitted to bid in accordance with the provisions of Section 4.

No documentation submitted to the PCLD will be returned with the exception of any documents necessary for the cancellation of bid bonds subsequent to the terms outlined in Section 4.

3.1 Authorized Representative

Each company participating in this process must nominate one or more individuals as Authorized Representatives for the company before the PCLD with respect to any and all correspondence related to the offerings.

An Authorized Representative(s) must be nominated by a notarized Power of Attorney in the form of Annex II, duly signed by an authorized signatory of the company. It is recommended that the Authorized Representative(s) nominated be an executive who will be available throughout the process to ensure that the information requests and other communications are properly and efficiently handled within the company. The Contract(s) do not necessarily have to be executed by the Authorized Representative(s) as a fresh Power of Attorney can be executed at the time, as necessary. Similarly, a company may add or substitute an Authorized Representative at any time simply by submitting a new Power of Attorney.

Along with the Power of Attorney, the office address, email address, office phone and cell phone numbers of each Authorized Representative should be provided. These do not require notarization.

3.2 Confidentiality Agreement

In order to gain access to the data packages described in Section 3.5, companies must have executed and delivered to the PCLD a notarized Confidentiality Agreement in the form of Annex III and paid the Participation Fee(s) described in Section 3.3.

3.3 Participation Fees

Separate data packages have been prepared for the Fifth (+) Round Offering and the Sixth Round Offering. In order to receive (or view) a data package for the Fifth (+) Round Offering or the Sixth Round Offering and to submit a bid in respect of Contracts, a company must pay the Participation Fee for such offering. Each company in a consortium must pay the Participation Fee. The Participation Fee for the Fifth (+) Round Offering is US\$100,000 and for the Sixth Round Offering is US\$100,000. A company may obtain the data packages and participate in both rounds by paying a Participation Fee of \$150,000.

It should be noted that this Participation Fee is not a “purchase” of the data package, but a fee which allows participation throughout the process (including access to the underlying technical data, draft contracts, etc., and participation in any workshop/webinar that may be organized).

3.4 Data Packages

Companies who have paid Participation Fees in respect of Fifth (+) Round Offering or the Sixth Round Offering, and submitted the duly notarized Power of Attorney and signed the Confidentiality Agreement, may receive the data package(s). This is in an electronic format though in most cases these data are in image (i.e., non-editable) formats. Although every effort to include all relevant data that existed either within the Ministry of Oil or in the operating companies, the Ministry of Oil offers no assurances on the contents or completeness of the data available for any Contract Area.

Part of the information provided in the data package is provided in English; however some data (e.g., well files) will only be available in Arabic. Data packages will be provided on a password protected disk drive.

The data packages may, at a company’s election and risk, be sent by courier, or retrieved by an Authorized Representative(s), or their designee(s).

- The name of person to whom the data package should be sent;
- Street address (and, where appropriate, suite number) for delivery (note: P.O. Box numbers are not accepted by courier companies); and
- Telephone number of recipient.

The PCLD can accept no risk for loss or delay in customs or any fees that customs or other authorities may levy, if the company requests shipment by courier.

Companies will be advised when appropriate document and payment confirmation has been received and the data package is ready to be collected, or the tracking number of the courier package. This advice notice should be presented if the data package is collected in person.

3.5 Consortia

While companies may bid singly, the Ministry of Oil encourages the development of consortia between prequalified companies.

In order to participate in the Fifth (+) Round Offering or/and the Sixth Round Offering, companies must have been prequalified individually. Prequalified companies will be free to form

bidding consortia up to the deadline for submission of bids for any Contract Area that will be described in the Final Tender Protocol. The only restrictions that will apply are:

- The Operator must have a minimum 30% interest in the Contractor's consortium (i.e. not taking into account the participation of the ROC.);
- The minimum interest that may be held by a member of a Contractor's consortium is 10% (again, not taking into account the participation of the ROC);
- No company, or any of its affiliates or otherwise related companies, will be permitted to make more than one offer for a Contract Area, whether individually or in consortia; and
- In the event a company wishes to withdraw from a consortium following submission of a successful bid but before signing the contract, the remaining consortium member(s) must assume the obligation of the withdrawing company. In no circumstances will new companies be permitted into the consortium during this period.

3.6 Non-Disclosure Undertaking on the Part of the PCLD

Documents submitted by the companies will be considered permanently to be of a confidential nature and will not be disclosed except where authorized in writing by the relevant Authorized Representative, or where required under Iraqi law. Notwithstanding, all bids submitted by participating companies, as well as the constitution of any bidding consortia, will be publicly disclosed at the time of bidding.

3.7 Disqualification

The prequalification of prospective bidders may be cancelled in the following circumstances:

- Declaration of bankruptcy, dissolution, or sale of the company;
- At the request of the company;
- Misrepresentation by the company;
- Failure to comply with the conditions of this bidding process; or
- Any illegal act proved in a court of law.

4. BIDDING STAGE

The deadline and place of delivery of the bids will be advised in the Final Tender Protocol, which will be issued coincident with the definitive version of the EDPC and DPC.

4.1 Bid Bond

In order to guarantee the winning bidder's obligation to sign the Contract, each bidder must present to the PCLD a bid bond supporting its bid for the Contract Area. If a bidder is bidding for more than 1 Contract Area, a separate bid bond must be provided for each bid. Such bid bond(s) must be presented before the date for the submission of bids. A bid bond will be in the amount of five million United States Dollars (US\$5,000,000). The form of bid bond will be published in the Final Tender Protocol. Bid bonds presented by companies or consortia that are not the winning bid will be returned after the bidding process.

4.2 Bidding Process

The detailed form of the bidding process will be advised in the Final Tender Protocol. However, in general terms, it is expected to consist of the following elements:

- Bids for Contract Areas can be presented by a company bidding alone or by a consortium;
- The PCLD will review the completion of the bid envelope forms and, at its sole discretion, ask for any required corrections;
- The bid envelopes will be opened immediately following the deadline for their submission;
- The bids must conform directly to the instructions to be contained in the Final Tender Protocol.

4.3 Bidding Parameters and Evaluation of Bids

The sole bidding parameter will be the Remuneration Percentage Bid. The Remuneration Percentage Bid (RPB) can be expressed to two decimal points (i.e. xx.xx%).

The Ministry of Oil will accept the bid with the lowest Remuneration Percentage Bid for the Contract Area provided that its RPB does not exceed a Maximum Remuneration Percentage Bid ("MRPB") pre-defined by the Ministry of Oil. The MRPB for Contract Areas will not be advised to bidders in advance.

5. SIGNATURE OF THE CONTRACT

The winning companies or consortia will execute a Contract with an Iraqi State company within the timeframe that will be established in the Final Tender Protocol.

Companies will be able to delegate the signing of the EDPC or DPC, as the case may be, to a wholly-owned and controlled affiliate of the qualified company. A Performance Guarantee will be required from an affiliate where the signatory (including the qualified company, if it is to sign) has less than 250,000 barrels of oil equivalent per day of production. If no such affiliate exists, the contract must either be executed by, or the Performance Guarantee be provided by, the ultimate parent of the qualified company.

On or before the signing of the contract, the winning bidder will need to provide the following documents:

- In the event the qualified company opts to sign the contract through a wholly-owned and controlled affiliate, the constituent articles and amendments of the signatory company; and a legal opinion acceptable to the PCLD containing the information concerning the relationship between the qualified company and the company that will sign the contract;
- A Performance Guarantee as appropriate;
- Duly authenticated documents proving the qualification of the legal representative who will sign the contract on behalf of the company; and

In the event these documents are not delivered in a timely manner, the contract will not be signed with the winning companies and the bid bond will be drawn.

In case the winner is a consortium and one of its companies does not present the necessary documentation, the other companies within the consortium must assume the responsibilities of the non-conforming company. However, under no circumstance will any further pre-qualified companies be allowed to enter into the winning consortium before the signing of the contract.

6. EXPLANATION OF INFORMATION

6.1 Contact Details

The PCLD is available to provide clarification or additional information regarding the process, the contract terms, or the Contract Areas to be bid. Questions may be communicated to the PCLD by e-mail to dg_pclد@oil.gov.iq; adelnn2g@gmail.com with copies to bill.cline@gaffneycline.com and mhussein@gaffneycline.com. No questions other than those of a general process nature will be answered other than to companies that have paid the Participation Fee(s). All information requests will be handled on a first-come, first-served basis by the PCLD.

As described in Section 3, originals of Annexes I, II and III should be sent by courier to:

Petroleum Contracts and Licensing Directorate
Ministry of Oil
Port Said Street
Baghdad, Iraq
Attention: Mr. Adel Allawi, Deputy Director General

7. PCLD'S RIGHTS AND ASSURANCES

The PCLD oversees all phases of the licensing process on behalf of the Ministry of Oil. The PCLD may revoke, in full or in part, at any time, the current offering. The PCLD can take such steps that it considers necessary to clarify or complement the offering process.

The PCLD reserves the right to unilaterally revise the timetable and related terms and procedures, as well as to disqualify any previously qualified company.

ANNEXES

- I. Payment of Participation Fees
- II. Power of Attorney of Authorized Representative
- III. Confidentiality Agreement

ANNEX I



PAYMENT OF PARTICIPATION FEES

To: Petroleum Contracts and Licensing Directorate

From: (Company)

..... (Authorized Representative)

Date:

We wish to submit a Participation Fee in respect of the [Fifth (+) Round Offering and/or Sixth Round Offering]. In this regard, we have instructed that the sum of [US\$100,000 or US\$150,000] be transferred to your bank¹.

We understand that payment of the Participation Fee entitles us to receive a data package and to bid and it does not obligate us to make a bid. We further understand that the rules governing the conduct of the rounds and bidding are as laid out in the Initial Tender Protocol, which we have received, and which will be superseded in due course by the Final Tender Protocol.

We understand the data package(s) may, at our election, be couriered to us or retrieved by properly credentialed representatives at locations specified by the PCLD. We understand that if we elect to have the data package(s) couriered to us then this will be at our own risk.

Signed:(Authorized Representative)

Notes: _____

1. *The Participation Fee should be wired to:*

JPMorgan Chase Bank
New York
SWIFT Code CHASUS33XXX
Account: 400211254

For credit to:
SWIFT Code:
For further credit to:
Ultimate Beneficiary Account:
Ultimate Beneficiary Account:
A/A No.:
IBAN:

Trade Bank of IRAQ
TRIQBAXXX
Trade Bank of IRAQ
3001127
Oil Exploration Company – Iraq
0002-001058-002 USD
IQ34TRIQ990002001058002

In order to facilitate tracking of your payment, you are requested to email us a copy of the funds transfer instructions. In particular, we need the tracking number generated by the remitting bank.

ANNEX II

**POWER OF ATTORNEY
FOR NOMINATION OF THE AUTHORIZED REPRESENTATIVE**

By the present mandate instrument,*[insert name of Company]*....., constituted and existing in accordance with the laws of*[insert Company's country of registration]*....., with headquarters in*[insert address of Company headquarters]*....., through its legal representative,*[insert name(s) of legal representative(s) of Company]*....., in this act nominates*[insert name of and full title of Authorized Representative]*....., as its adequate Attorney empowered to represent us before the PCLD in respect of the competitive tender for the Contract Areas, and with specific power for the practice of the acts and assume responsibility relative to negotiate and to propose that which is being presented, able to, in this regard, receive, submit and sign documents, pay fees/taxes, propose, resort to/obtain, agree, and also able to practice other acts necessary for the faithful compliance of this mandate.

IN WITNESS WHEREOF, this certificate has been executed on and as of, 202--.

By: (Authorized Signatory)
Name:
Title:

The undersigned, of the Company, hereby certifies that the person whose signature appears immediately above is the duly elected of the Company and that the signature set forth above is that of such person.

By: (Authorized Signatory)
Name:
Title:

ANNEX III
CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

BETWEEN

Petroleum Contracts and Licensing Directorate

Iraqi Ministry of Oil

AND

.....

This Confidentiality Agreement (the “**Agreement**”) is made and entered into as of ___ October 2023 between **Petroleum Contracts and Licensing Directorate**, Ministry of Oil, the Republic of Iraq (“PCLD”) (“**Disclosing Party**”), and a company established and existing under the laws of.....having its registered office at (“**Receiving Party**”). The Disclosing Party and the Receiving Party are sometimes referred to, collectively, as the “**Parties**” and individually as a “**Party**”.

WITNESSETH

WHEREAS, the Receiving Party wishes to participate in the "Projects"; and

WHEREAS, the Disclosing Party and its Affiliates wish to ensure that Confidential Information disclosed to the Receiving Party remains confidential and is not used by the Receiving Party for any purpose other than the proposed participation and investment in the Projects.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set out, the Parties have agreed as follows:

ARTICLE 1 - DEFINITIONS

1.1 Defined Terms

The following terms shall have the meanings set out as follows:

- (a) “**Affiliate**” means, with respect to any person, any other person controlling, controlled by, or under common control with such person. For purposes of this definition and this Agreement, the term “control” (and correlative terms) means the power, whether by contract, equity ownership or otherwise, to direct the policies or management of a person. For the purposes of this Agreement, companies of Iraqi Ministry of Oil shall be considered as Affiliates of the Disclosing Party.
- (b) “**Applicable Laws**” means all Iraqi laws, statutes, rules, regulations, ordinances, subsidiary legislation, codes, judgments, orders, decrees, injunctions, and legally binding requirements of the Iraqi Governmental Entities.
- (c) “**Confidential Information**” has the meaning set forth in Section 2.2.
- (d) “**Copies**” means copies of Confidential Information including any document, electronic file, note, extract, analysis, study, plan, compilation, or any other way of storing information which contains Confidential Information.
- (e) “**Evaluation Material**” means any information generated by or on behalf of Receiving Party that is derived in whole or in part from the Confidential Information, including interpretations, analyses, economic evaluations, models, notes, reserves estimates, management presentations, summaries, compilations, studies, abstracts or other documents, but not including the Confidential Information itself.

- (f) **“Person”** means an individual, corporation, partnership, limited liability company, association, trust, or unincorporated organization.
- (g) **“Projects”** means the fields and exploration blocks for the Fifth Plus & Sixth Licensing Rounds.

1.2 References and Titles

- (a) Titles appearing at the beginning of any Articles, Sections, subsections, or other subdivisions of this Agreement are for convenience only, do not constitute any part of such Articles, Sections, subsections, or other subdivisions, and shall be disregarded in construing the language contained therein.
- (b) The words “this Agreement”, “herein”, “hereby”, “hereunder”, “hereof”, and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The words “this Section”, “this subsection”, and words of similar import refer only to the Sections or subsections hereof in which such words occur.
- (c) The word “or” is not exclusive, and the word “including” (in its various forms) shall mean including without limiting the generality of the description preceding such term.
- (d) Words, terms, and titles (including terms defined herein) in the singular form shall be construed to include the plural and vice versa, unless the context otherwise expressly requires.

ARTICLE 2 - RECEIVING PARTY'S OBLIGATIONS

2.1 In return for the Disclosing Party making Confidential Information available to the Receiving Party, the Receiving Party shall:

- (a) keep the Confidential Information secret;
- (b) use the Confidential Information only for the Projects;
- (c) not directly or indirectly disclose the Confidential Information (or allow it to be disclosed), in whole or in part, to any Person not contemplated by this Agreement (whether in original form or Copies) unless permitted in writing by the Disclosing Party;
- (d) ensure that no Person gets access to Confidential Information from the Receiving Party, its officers, employees, or agents unless authorized; and
- (e) inform the Disclosing Party immediately on becoming aware, or suspecting, that an unauthorized Person has become aware of Confidential Information.

2.2 Confidential Information means:

- (a) the fact that the Disclosing Party is considering the Projects, the Receiving Party's access to the Confidential Information, and the existence and contents of this Agreement; and
- (b) all information in whatsoever form (including, without limitation, in written, visual, or electronic form or on tape or disk) relating to the Projects that is directly or indirectly disclosed after the date of this Agreement, whether or not it is marked confidential, to the Receiving Party or any of its representatives by any agent or employee of the Disclosing Party or its Affiliate,

2.3 Information is not Confidential Information if:

- (a) the information is, or subsequently becomes, public knowledge other than as a direct or indirect result of the information being disclosed in breach of this Agreement; or
- (b) the Receiving Party can establish, to the reasonable satisfaction of the Disclosing Party, that it received the information from a third party not connected with the Disclosing Party or its Affiliate and that such source is not under any obligation of confidence in respect of that information; or
- (c) the Receiving Party can establish, to the reasonable satisfaction of the Disclosing Party, that the information was known to the Receiving Party before the date of this Agreement and that it was not under any obligation of confidence in respect of that information; or
- (d) is developed independently by the Receiving Party without the use of any Confidential Information; or
- (e) the Parties agree in writing that it is not confidential.

2.4 The Receiving Party may disclose Confidential Information only:

- (a) to such officers and employees of its Affiliates as are necessary for the Projects;
- (b) to professional advisers or consultants engaged to advise the Receiving Party in connection with the Projects;
- (c) to bankers and potential investors and their professional advisers or consultants for the purpose of securing financing in relation to the Projects;
- (d) to people whom the Disclosing Party agrees in writing may receive the information; and
- (e) to the extent permitted by Section 3.

2.5 The Receiving Party shall, upon the Disclosing Party's written request, supply the Disclosing Party with a list showing, to the extent reasonably practical:

- (a) where all Copies supplied to the Receiving Party by the Disclosing Party are held;
 - (b) all Copies that have been made by the Receiving Party or the persons to whom it has disclosed the Confidential Information, except where the Copies contain insignificant extracts from or references to Confidential Information, and where they are held.
- 2.6** If the Disclosing Party so requests in writing at any time, the Receiving Party shall immediately:
- (a) return to the Disclosing Party all the Confidential Information received by the Receiving Party; and
 - (b) destroy or permanently erase all Copies supplied to it or made by it, or by the persons who have received Confidential Information, other than any Evaluation Data, including corporate documents of the Receiving Party which contain data derived from the Confidential Information which is contained or reflected in material presented to its or any of its Affiliates' executive board(s) (or the equivalent thereof). Confidential Information retained in Receiving Party's computer back-up systems may be destroyed in accordance with Receiving Party's regular ongoing records management process; and
 - (c) submit to the Disclosing Party a detailed technical report based on the Evaluation Material.

ARTICLE 3 - FORCED DISCLOSURE

- 3.1** Subject to Section 3.2, the Receiving Party may disclose Confidential Information to the minimum extent to:
- (a) any order of any court of competent jurisdiction or any competent judicial, governmental, or regulatory body; or
 - (b) the rules of any listing authority or stock exchange on which the shares of the Receiving Party or its Affiliate are listed or traded; or
 - (c) the laws or regulations of any country with jurisdiction over the affairs of the Receiving Party or its Affiliate.
- 3.2** Before the Receiving Party discloses any information under this Section 3, the Receiving Party shall (to the extent permitted by law) use its reasonable endeavours to:
- (a) inform the Disclosing Party of the full circumstances of the disclosure and the information that is requested to be disclosed, and take all such steps as may be reasonable and practicable in the circumstances to confirm the correctness of the contents of such disclosure with the Disclosing Party before making the disclosure; and

(b) consult with the Disclosing Party as to possible steps to avoid or limit disclosure and take those steps where they would not result in significant adverse consequences to the Receiving Party; and

(c) gain assurances as to confidentiality from the body to whom the Confidential Information is to be disclosed.

3.3 If the Receiving Party is unable to inform the Disclosing Party before Confidential Information is disclosed, the Receiving Party shall (to the extent permitted by law) inform the Disclosing Party immediately after the disclosure of the full circumstances of the disclosure and the information that has been disclosed.

ARTICLE 4 - TERM

4.1 The obligations contained in this Agreement shall end on (a) completion of the possible participation in the Projects by the Receiving Party evidenced by signed contract(s); or (b) upon return of the Confidential Information to the Disclosing Party and destruction of the Copies by the Receiving Party.

4.2 If the Receiving Party does not participate in the Projects, the obligations contained in this Agreement shall continue for five (5) years from the date of signing this Agreement, but without affecting the liability of the Receiving Party for breach of this Agreement before then.

ARTICLE 5 - ENTIRE AGREEMENT AND CONDUCT OF NEGOTIATIONS

5.1 This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, letters of intent and understandings, both written and oral, between the Parties with respect to the subject matter hereof. There are no representations or warranties, agreements, or covenants other than those expressly set forth in this Agreement.

5.2 The Confidential Information may not be accurate or complete, and the Disclosing Party makes no representation or warranty as to the accuracy, completeness, or reasonableness of the Confidential Information and no such representation or warranty shall be implied. The Disclosing Party is not liable to the Receiving Party or to any Person to whom the Receiving Party discloses the Confidential Information if it is relied on.

ARTICLE 6 - ASSIGNMENT

6.1 Except as provided otherwise in Sections 6.2, no Person may assign any of its rights to any third party under this Agreement or any document referred to in it.

6.2 The Disclosing Party and Receiving Party may assign its rights to any Affiliate, and those Persons shall be entitled to enforce this Agreement as if they were the Disclosing Party or Receiving Party respectively.

ARTICLE 7 - ACTING AS PRINCIPAL

7.1 The Receiving Party is acting as principal and not as a broker or agent.

ARTICLE 8 - THIRD PARTY RIGHTS AND INTELLECTUAL PROPERTY

8.1 This Agreement shall be binding upon and inure solely to the benefit of each Party and their successors, assignees, and transferees, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

8.2 This Agreement may not be amended, modified, terminated, or rescinded except by an instrument in writing signed by duly authorized representatives of the Parties and that expressly refers to this Agreement.

8.3 The Confidential Information is the absolute property of the Disclosing Party, and none of the Confidential Information is the property of the Receiving Party. The disclosure to the Receiving Party of any Confidential Information shall not give the Receiving Party any licence or other rights whatsoever in respect of any part of such Confidential Information beyond the rights contained in this Agreement.

ARTICLE 9 - SEVERANCE

9.1 If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or incapable of being enforced by any Applicable Laws or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated herein are not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated herein are consummated as originally contemplated to the fullest extent possible.

ARTICLE 10 - VARIATION AND WAIVER

10.1 Any variation of this Agreement shall be in writing and signed by or on behalf of all Parties.

10.2 Any waiver of any right under this Agreement is only effective if it is in writing, and it applies only to the Person to whom the waiver is addressed and the circumstances for which it is given.

10.3 A Person that waives a right in relation to one Person, or who takes or fails to take any action against that Person, does not affect its rights against any other Person.

10.4 No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy or will prevent any future exercise in whole or in part thereof.

10.5 No single or partial exercise of any right or remedy under this Agreement shall preclude or restrict the further exercise of any such right or remedy.

10.6 Rights arising under this Agreement are cumulative and do not exclude rights provided by law.

ARTICLE 11 - LANGUAGE

11.1 If this Agreement is translated to any other language, the English language text shall prevail.

11.2 Any other document provided in connection with this Agreement shall be in English, or there shall be a properly prepared translation into English and the English translation shall prevail in the case of any conflict between them.

11.3 Notwithstanding the forgoing, the information and data provided by the Disclosing Party will be either in English or in Arabic or in both English and Arabic languages.

ARTICLE 12 - GOVERNING LAW AND JURISDICTION; DISPUTE RESOLUTION

12.1 This Agreement and the rights and obligations of the Parties shall be governed, interpreted, and construed in accordance with the Iraqi laws.

12.2 Neither Party shall be liable for, and no claim shall be made for, loss or profit, consequential, indirect, special, exemplary and punitive damages of any kind arising out of, or in any way connected with the performance of or the failure to perform this Agreement. For the avoidance of doubt, liability can arise where a failure to perform this Agreement arises as a direct consequence of gross negligence or wilful misconduct but such liability shall not include consequential, indirect, special, exemplary, and punitive damages of any kind.

12.3 The Parties agree to make a good faith effort to resolve any Legal Dispute that may arise first by negotiations between representatives of each Party who have authority to settle the controversy. When a Party believes there is a Legal Dispute relating to this Agreement, the Party will give the other Party written notice of the Legal Dispute. The authorized representatives of each Party shall meet at a mutually acceptable time and place within thirty (30) days after the date of the notice to exchange relevant information and to attempt to resolve the Legal Dispute. The authorized representatives of the Parties shall be entitled to representation by legal counsel at the negotiations. All negotiations shall be confidential and shall be treated as compromise and settlement negotiations. A “**Legal Dispute**” means any dispute, controversy, or claim, of any and every kind or type, whether based on contract, tort, statute, regulations, or otherwise, arising out of, connected with, or relating in any way to this Agreement, the relationship of the Parties, the obligations of the Parties, or the operations carried out under this Agreement, including any dispute as to the existence, validity, construction, interpretation, negotiation, performance, non-performance, breach, termination, or enforceability of this Agreement.

ARTICLE 13 - NOTICES

13.1 All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, faxed, or mailed by registered or certified mail (return receipt requested), or sent by internationally recognized overnight courier to the Parties at the following addresses or facsimile numbers (or at such other address or facsimile number for a Party as shall be specified by like notice):

- (a) If to Disclosing Party, to
Mr. Adel Mohamed Allawi , Deputy Director General of PCLD/ Iraqi Ministry of Oil
Email: dg_pclcd@oil.gov.iq
Email : adelnn2g@gmail.com

- (b) If to Receiving Party, to
Mr. , Officer of
Email:

ARTICLE 14 - COUNTERPARTS

14.1 This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed an original Agreement for all purposes, provided that no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart.

IN WITNESS WHEREOF, each Party has caused its duly authorized representative to sign this Agreement as of the date first written above.

Petroleum Contracts and Licensing Directorate, as **Disclosing Party**

By:

Name:

Title:

, as **Receiving Party**

By:

Name:

Title: Officer