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إلى / دائرة العقود والتراخيص البترولية

السلام عليكم ورحمة الله وبركاته

عطفًا على كتاب مبادرة الشفافية للصناعات الإستخراجية في العراق ذي العدد 35 بتاريخ 2020/2/3 المرفق ربطًا، والمتضمن تسهيل مهمة شركتنا جي جي آي - دافنشي كونسلتنك في الحصول على البيانات المطلوبة لاستكمال تقرير المبادرة السنوي لعام 2018، نرجو تزويدنا بتفاصيل كافة التعديلات التي طرأت على عقود جولات التراخيص منذ تاريخ توقيع هذه العقود وحتى تاريخ هذا الكتاب.

شاكرين تعاونكم، مع التقدير..

دافنشي للاستشارات الادارية المحدودة
مجموعة جنيف الدولية - العراق



هيثم صلاح البخاري
المدير المفوض - العراق



م/ تسهيل مهمة

السلام عليكم ورحمة الله وبركاته

تعد مبادرة الشفافية في الصناعات الاستخراجية معياراً عالمياً لحوكمة وشفافية قطاعات النفط والغاز والمعادن وتضم في عضويتها ٥٢ دولة توزعت في أوروبا وآسيا وأفريقيا وأمريكا اللاتينية. ويعد العراق الذي أنضم رسمياً عام ٢٠١٠، من أكبر وأهم هذه الدول من حيث حجم الإنتاج والتصدير والعائدات والاحتياطي. ويشرف على عمل المبادرة في العراق مجلس أمناء مشكل بموجب الأمر الديواني رقم ١٣ لسنة ٢٠١٩ ويرأسه السيد ثامر عباس الغضبان نائب رئيس الوزراء لشؤون الطاقة وزير النفط ويضم في عضويته ممثلين بدرجة مدير عام عن وزارات النفط والصناعة والمعادن والمالية والتخطيط وديوان الرقابة المالية الاتحادي والشركات الاستخراجية العامة والعالمية والمجتمع المدني.

وقد أصدر العراق لحد الآن تسعة تقارير سنوية نشرت باللغات العربية والكردية والإنكليزية على موقع المبادرة في (www.ieiti.org.iq). حيث يتطلب إصدار هذه التقارير التعاقد مع شركة تدقيق عالمية تكلف بتحصيل البيانات الرسمية الموثقة عن واقع الإنتاج والتصدير والنقل والتحويل والتعاقدات والإيرادات وغيرها من البيانات التي تسمح القوانين والتعليمات النافذة بنشرها. وقد تم لهذا الغرض التعاقد مع شركة جي جي آي - دافنشي كونسلتنك لإصدار تقرير ٢٠١٨ وستقوم الشركة بتسليمكم جداول "Templates" مصادق عليها سلفاً لغرض تحصيل البيانات.

لما ورد، يرجى تفضلكم بالاطلاع والتوجيه بالآتي:

١. تسهيل مهمة الشركة آنفة الذكر وتزويدها بالبيانات المطلوبة في الوقت المناسب وذلك لوجود مواعيد ومعايير دولية محددة لإصدار التقرير.

٢. تزويدنا بأسماء ومناصب ومواقع عمل السادة المكلفين بالمتابعة مع الشركة مشفوعة بأرقام الهواتف وعناوين البريد الإلكتروني.

شاكرين تعاونكم... مع التقدير

علاء رسول محيي الدين

الأمين العام

٢٠١٢/٢/٢

Bidding Round	Contract Area	AMENDMENTS
First	Rumaila	<u>AMENDMENT NO.1</u>
	Zubair	Amendment NO.1 Amendment NO.2 Amendment NO.3 Amendment NO.4
	West Qurna (Phase 1)	<u>Amendment NO.1</u> <u>Amendment NO.2</u> <u>Amendment NO.3</u> <u>Amendment NO.4</u> <u>Amendment NO.5</u>
	Missan Fields	NA
Second	West Qurna (Phase 2)	<u>Amendment NO.1</u> <u>Amendment NO.2</u> <u>Amendment NO.3</u>
	Majnoon	NA
	Halfaya	<u>Amendment NO.1</u>
	Garraf	NA
	Badra	NA
	Qaiyarah	NA
	Najmah	NA
Third	Akkas	NA
	Mansuriyah	NA
	Siba	Amendment No.1
Fourth	Block 8	Amendment NO.1 Amendment NO.2
	Block 9	Amendment NO.1 Amendment NO.2
	Block 10	Amendment No.1
	Block 12	Amendment NO.1
	Ahdeb	Amendment NO.1
	East Baghdad South part	NA

Amendments to the Technical Service Contract for the Rumaila Oil Field

Amendment NO. 1: 14 Sep. 2014

Amendments	Parameter	Contract	Amendment
	Plateau production period	period of seven (7) Years starting with the earlier of three (3) Years from the approval date of the Enhanced Redevelopment Plan or the date on which the Plateau Production Target has been achieved for a continuous period of thirty (30) days, but in no event shall such period commence either earlier than the approval date of the Enhanced Redevelopment Plan or, subject to Article 12.2, later than six (6) Years from the Effective	period of ten (10) Years starting with the earlier of five (5) Years from the approval date of the Enhanced Redevelopment Plan or the date on which the Plateau Production Target has been achieved for a continuous period of thirty (30) days,
	Plateau production target	(2,850,000) BOPD	(2,100,000) BOPD
	Relinquishment	Contractor shall relinquish to SOC, within six (6) Years from the approval date of the Enhanced Redevelopment Plan, any discovered but undeveloped reservoir(s) not targeted in or for which Development Operations have not effectively started in accordance with the Enhanced Redevelopment Plan.	Contractor shall submit to SOC, within five (5) Years from the approval date of the Enhanced Redevelopment Plan, a development plan for any discovered but undeveloped reservoir(s) Contractor shall relinquish any discovered but undeveloped reservoir(s) if no such Development plan is submitted or for which development operations have not effectively started in accordance with a Development plan.
	Undiscovered Potential reservoirs	For a period of six (6) years from the Effective Date Contractor shall have the exclusive right to negotiate a separate agreement to explore for and develop the undiscovered Potential reservoirs.	Contractor shall have the exclusive right within twelve (12) years from the effective date to negotiate a separate agreement to explore for and develop the undiscovered Potential reservoirs.
	Term	20 Year	25 Year
	R-factor	Effective on the calculation of the remuneration fee	Have no Effect on the calculation of the remuneration fee (Considered less than (1.0) for the purposes of calculation of the remuneration fee)
	Participation	BP : (38)% Petrochina: (37)% State Partner(SOMO) :25%	BP : (47.6267)% Petrochina: (46.3733)% State Partner(SOMO) :6%

Amendments to the Technical Service Contract for the Zubair Oil Field

Amendments	Parameter	Contract	Amendment
Amendment NO.1: 15 Sep.2010	Signature bonus	300,000,000 US\$ (recoverable and considered as supplementary cost)	100,000,000 US\$ (non-recoverable)
Amendment NO. 2 : 15 July 2013	Plateau production period	7 years	12 years
	Plateau production target	(1,800,000) BOPD	(850,000) BOPD
	Term	20 Year	25 Year
	R-factor	Effective on the calculation of the remuneration fee	Have no Effect on the calculation of the remuneration fee (Considered less than (1.0) for the purposes of calculation of the remuneration fee)
	Participation	ENI : (32.81)% Occidental: (23.44)% KOGAS : (18.75)% State Partner(MOC) :25%	ENI : (41.56)% Occidental: (29.69)% KOGAS : (23.75)% State Partner(MOC) : 5%
Amendment NO.3: 28 May 2017	Participation	ENI : (41.56)% Occidental: (29.69)% KOGAS : (23.75)% State Partner(MOC) : 5%	ENI : (41.56)% BOC: (29.69)% KOGAS : (23.75)% State Partner(MOC) : 5%
Amendment NO4: Feb. 2020	Undiscovered Potential Reservoirs	Article 2.4	for the period commencing from the Effective Date and ending on 31 December 2023 Contractor shall have the right to negotiate a separate agreement to explore for and develop the Undiscovered Potential reservoirs as defined in Annex D , if no such agreement is reached in this time period, BOC shall be free to explore and develop such reservoirs in any manner it may deem appropriate taking care no hinder or unduly interfere with Petroleum Operations

Amendments to the Technical Service Contract for the WEST QURNA (PHASE 1) Oil Field

Amendments	Parameter	Contract	Amendment
Amendment NO.1: 18 Aug. 2010	Signature bonus	400,000,000 US\$ (recoverable and considered as supplementary cost)	100,000,000 US\$ (non- recoverable)
Amendment NO.3: 28 Nov. 2013	Participation	Exxonmobil: (60%); Shell Iraq :(15%). State Partner(OEC) :25%	Exxonmobil: (25%); Petrochina IRAQ FZE :(25%) Shell Iraq :(15%). PT Pertamina : (10%) State Partner(OEC) :25%
Amendment NO. 4 : 19 Feb.2014	Plateau production period	period of seven (7) Years starting with the earlier of three (3) Years from the approval date of the Enhanced Redevelopment Plan or the date on which the Plateau Production Target has been achieved for a continuous period of thirty (30) days, but in no event shall such period commence either earlier than the approval date of the Enhanced Redevelopment Plan or, subject to Article 12.2, later than six (6) Years from the Effective Date	Period of seven (7) years starting with the later of six years from the approval date of the enhanced redevelopment plan or two (2) years after commissioning of the common Seawater Supply Project (CSSP)
	Plateau production target	(2,325,000) BOPD	(1,100,000) BOPD+(500,000)Du
	Term	20 Year	Can be extended for 5 Years Can be extended for a second time for 10 years
	R-factor	Effective on the calculation of the remuneration fee	Have no Effect on the calculation of the remuneration fee (Considered less than (1.0) for the purposes of calculation of the remuneration fee)
	Participation	Exxonmobil: (25%); Petrochina IRAQ FZE :(25%) Shell Iraq :(15%). PT Pertamina : (10%) State Partner(OEC) :25%	Exxonmobil: (32 , 9/13%); Petrochina IRAQ FZE :(32, 9/13%) Shell Iraq :(19, 8/13%). PT Pertamina : (10%) State Partner(OEC) : 5%
Amendment NO.5: 27 May 2018	Participation	Exxonmobil: (32 , 9/13%); Petrochina IRAQ FZE :(32, 9/13%) Shell Iraq :(19, 8/13%). PT Pertamina : (10%) State Partner(OEC) : 5%	Exxonmobil: (32 , 9/13%); Petrochina IRAQ FZE :(32, 9/13%) Itochu : :(19, 8/13%). PT Pertamina : (10%) State Partner(OEC) : 5%

**Amendments to the
Technical Service Contract for the WEST QURNA (PHASE 2) Oil Field**

Amendments	Parameter	Contract	Amendment
Amendment NO.1: 17 Jan.. 2013	Plateau production period	13 Year	19.5 Year
	Plateau production target	(1,800,000) BOPD	(1,200,000) BOPD
	R-factor	Effective on the calculation of the remuneration fee	Have no Effect on the calculation of the remuneration fee (Considered less than (1.0) for the purposes of calculation of the remuneration fee)
	Term	20 Year	25 Year
	Participation	LUKOIL: (56.25%); Statoil: (18.75%). State Partner(NOC) :25%	LUKOIL: (75%). State Partner(NOC): 25%
Amendment NO.2: 28 Nov. 2013	Recovery of supplementary cost	Deemed revenue*60% - (Petroleum Cost Paid +Remuneration Paid	within the period from the effective date of this Amendment No. 2 and up to three months after the completion of the construction and start of the full scale operation of the Tuba-Fao pipeline, the recovery of the total outstanding Supplementary Costs shall be paid as Deemed revenue*65% - (Petroleum Cost Paid +Remuneration Paid
Amendment NO. 3 : 19 April.2018	Plateau production period	13 yYear	9 years
	Plateau production target	achieve, no later than seven (7) years from the Effective Date , a Plateau Production target at a net Production Rate of One Million Eight Hundred Thousand (1,800,000) BOPD for the Plateau Production Period	Plateau Production Target being a Net Production Rate of eight hundred thousand (800,000) BOPD to be achieved not later than the last day of the eighty fourth (B4th) Month from the FDP Date and sustained for the Plateau Production Period,
	Performance factor	"Performance Factor" for the purposes of Article 19.5 means the ratio of the Net Production Rate to the bid Plateau Production target, although in no event shall it exceed one (1.0)."	"Performance Factor" for the purposes of Article 19.5 means the ratio of the Net Production Rate to the Planned Production Rate, although in no event shall it exceed one (1.0)."

**Amendments to the
Development and Production Service Contract
For The HALFAYA CONTRACT AREA**

Amendments	Parameter	Contract	Amendment
Amendment NO.1: 4 Sep. 2014	Plateau production period	13 Year	16 Year
	Plateau production target	(535,000) BOPD	(400,000) BOPD
	R-factor	Effective on the calculation of the remuneration fee	Have no Effect on the calculation of the remuneration fee (Considered less than (1.0) for the purposes of calculation of the remuneration fee)
	Term	20 Year	30 Year
	Participation	PetroChina: (37.5)% PETRONAS Carigal: (18.75)% Total: (18.75)% State Partner(SOC) :25%	PetroChina: (45)% PETRONAS Carigal: (22.5)% Total: (22.5)% State Partner(SOC): 10%
	Maximum period to achieve plateau production target	7 years from the effective date	No later than 4 years from the approval of the final development plan
	Barrel of oil Equivalent (BOE)	One (1) Barrel of Crude oil' one (1) Barrel of NGLs or eight thousand (8,000) SCF of Natural Gas	One (1) Barrel of Crude oil' one (1) Barrel of NGLs or six thousand (6,000) SCF of Natural Gas

**Amendments to the
Exploration, Development and Production Service Contract
For Block (8) AREA**

Amendments	Amendment Objective
Amendment NO.1: 2015	The objective of this Amendment is to extend the existing Contract Area available under the EDPSC on account of operational requirements.
Amendment NO.2: 26 Oct. 2017	The Exploration Period duration extended by two years (the "Compensation Period") to compensate for time lost due to delays beyond control of both Parties. The financial obligations set forth under Article 26.3 of the CONTRACT is exempted during this two year Compensation Period .

**Amendments to the
Exploration, Development and Production Service Contract
For Block (9) AREA**

Amendments	Parameter	Contract	Amendment
Amendment NO.1: July 2015	Participation	KUWAIT ENERGY :70% DRAGON OIL LIMITED:30%	KUWAIT ENERGY :60% DRAGON OIL LIMITED:30% EGYPTIAN general petroleum corporation:10%
Amendment NO.2: 30 Sep. 2015	Article 3.7(e)	Notwithstanding Article 3.7(c), in the case of an Oil Discovery, SOC may approve a declaration of commerciality but require a holding period of a maximum of seven (7) years prior to the Development In this event, SOC shall reimburse within three (3) months Contractor all Specific Costs plus interest at a rate of LIBOR plus five percent (5%) , from the end of each Quarter when a cost was incurred up to the Date of notification of the holding period SOC shall also reimburse Contractor the Potentially Recoverable Exploration and Appraisal Costs, but without interest, Specific Cost and accrued interest thereon and Potentially Recoverable Exploration and Appraisal Costs shall count together in the determination of the RFactor pursuant to Article 19.4	Notwithstanding Article 3.7(c), in the case of an Oil Discovery, SOC may approve as an interim measure a Prolonged Test Program. In this\ event, SOC shall reimburse Contractor all Specific Costs, without interest, from the end of each Quarter when a cost was incurred up to the Earlier Date in accordance with Article 19.5. SOC shall also reimburse Contractor the Potentially Recoverable Exploration and Appraisal Costs, but without interest, in accordance with Article 19.5. Specific Costs and Potentially Recoverable Exploration and Appraisal Costs shall count together in the determination of the R factor pursuant to Article 19.4
	Article 3.7(f)	At any time within the holding period, SOC may decide to, and in any event at the end of the holding period, SOC shall invite Contractor to submit within six (6) months of such notification a Development Plan in accordance with Article 3.9.	At any time during the continuance of the Prolonged Test Program, SOC may require Contractor to submit a Declaration of Commerciality and thereafter a Development Plan in accordance with Article 3.9.
	Article 3.7(g)	(g) Solely in respect of any Development subject to Article 3.7(e), and notwithstanding Article 3.7(f), Contractor may elect not to proceed with the Development Plan. In such an event Contractor shall relinquish all rights to the Commercial Discovery and the Development Area related thereto and the provisions of Articles 8.1(e)(ii) and 8.1(e)(iii) shall apply with respect to such Commercial Discovery and the Development Area related thereto. SOC shall, within three (3) months of such election, reimburse Contractor Specific Costs not reimbursed pursuant to Article 3.7(e) or subsequently incorporated into another Development Plan, plus interest at a rate of LIBOR plus five percent (5%) from the end of each Quarter when a cost was incurred up to the date of notification of the holding period. SOC shall also reimburse Contractor the Potentially Recoverable Exploration and Appraisal Costs not reimbursed pursuant to Article 3.7(e) or subsequently incorporated into another Development Plan, plus interest for the duration of the holding period only at a rate of LIBOR plus three percent (3%).	If Contractor elects not to submit a Declaration of Commerciality or a Development Plan notwithstanding a request by SOC to do so pursuant to Article 3.7(f), Contractor shall relinquish all rights to the Oil Discovery, the Commercial Discovery and the Development Area related thereto, as the case may be, and the provisions of Articles 8.1(e)(ii) and 8.1(e)(iii) shall apply with respect to such Commercial Discovery and the Development Area related thereto.
	The first paragraph of Article 19.3 of the Contract shall be amended to be read as follows:	Contractor shall become entitled to separate Remuneration for each Development Area (if more than one) and shall start charging the same to the Operating Account only from the First Commercial Production Date for that Development Area. The Remuneration Fee Bid shall remain the same for all Development Areas. A separate R-Factor shall be calculated for each Development Area, as described in Article 19.3(c). However, where Discoveries are incorporated into an existing Development Area pursuant to Article 3.7(a), a single Operating Account and a single R-Factor shall apply to that Development Area.	"Contractor shall become entitled to separate Remuneration for each Development Area (if more than one) and shall start charging the same to the Operating Account only from the First Commercial Production AMENDMENT NO.2 TO THE EXPTORATION, DEVELOPMENT AND PRODUCNON SERVICE CONTMCT (EDPSC) FOR Block 9 Date for that Development Area, or, in respect of Early production, from the Earlier Date, which date may precede the approval of the Commercial Discovery. The Remuneration Fee Bid shall remain the same for all Development Areas. A separate R-Factor shall be calculated for each Development Area, as described in Article 19.3(c). However, where Discoveries are incorporated into an existing Development Area pursuant to Article 3.7(a), a single Operating Account and a single R-Factor shall apply to that Development Area
	Article 19.3 (a) shall be amended to be read as follows:	For the Quarter in which the First Commercial Production Date occurs, the Remuneration shall be an amount equal to the product of the Applicable Remuneration Fee and Remaining Production from the First Commercial Production Date to the end of that Quarter	"For the Quarter in which the First Commercial Production Date or the Earlier Date occurs, the Remuneration shall be an amount equal to the product of the Applicable Remuneration Fee and Remaining Production from the First Commercial Production Date or if applicable the Earlier Date to the end of that Quarter"
	Article 19.3(b) shall be amended to be read as follows:	For any subsequent Quarter in which the Adjusted Net Production Rate for that Quarter equals or exceeds the Commercial Production Rate, Remuneration shall be an amount equal to the product of the Applicable Remuneration Fee and Remaining Production.	"For any subsequent Quarter in which the Adjusted Net Oil Production Rate for that Quarter equals or exceeds the Commercial Production Rate, or after the Earlier Date and during the continuance of a Prolonged Test Program, Remuneration shall be an amount equal to the product of the Applicable Remuneration Fee and Remaining Production."
	Article 19.5 (c) shall be amended to be read as follows:	Petroleum Costs and Remuneration shall become due and payable in accordance with Article 19.5(a). Invoices shall be submitted starting with the Quarter following the Quarter in which the First Commercial Production Date occurs. Due and payable Petroleum Costs shall be paid to the extent of fifty percent (50%) of the Deemed Revenue. Due and payable Remuneration shall be paid to the extent of thirty percent (30%) of Remaining Revenue.	"Petroleum Costs and Remuneration shall become due and payable in Accordance with Article 19.5 (a). Invoices shall be submitted starting with the Quarter following the Quarter in which the First Commercial Production Date or if applicable the Earlier Date occurs. Due and payable Petroleum Costs shall be paid to the extent of fifty percent (50%) of the Deemed Revenue. Due and payable Remuneration shall be paid to the extent of thirty percent (30%) of Remaining Revenue".

**Amendments to the
Exploration, Development and Production Service Contract
For Block (12) AREA**

Amendments	Parameter	Contract	Amendment
Amendment NO.1: 2017	Participation	JSOC BashNeft (BASHNEFT) :70% Premier Oil Pic (PREMIER) :30%	JSOC BashNeft (BASHNEFT) :100%

**Amendments to the
Service, Development and Production Contract
For Ahdeb Oil Field**

Amendments	Amendment Objective
Amendment NO.1: 5 Jun 2011	The Contract's Parties agrees to change the First Party to Midland Oil Company (MDOC). Instead of North Oil Company (NOC).B6