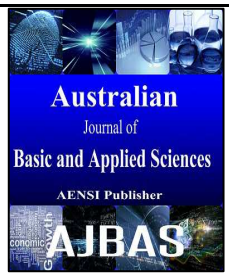
ISSN:1991-8178

Australian Journal of Basic and Applied Sciences

Journal home page: www.ajbasweb.com



The Legal Natural of Oil Contracts

[1]Ali Kadhim Jawad Al- Fanahrah, [2]Dr. Noor Farihah Binti Mohd Noor and [3]Dr. Ahmad Bashawir Bin Haji Abdul Ghani

[1]Department of Legal Administration, Technical Institute for Administration, Middle Technical University, Foundation of Technical Education, Ministry of Higher Education and Scientific Research of Iraq.
[2]School of Law, Ghazali Shafie Grduate School of Government, College of Law, Government and International Studies, University Utara Malaysia.
[3]School of International Studies, Ghazali Shafie Grduate School of Government, College of Law, Government and International Studies, University Utara Malaysia.

ARTICLE INFO

Article history:
Received 10 October 2015
Accepted 30 November 2015
Available online 31 December 2015

Keywords:
Contracts, Oil, concession; Joint Ventures; contracting; production sharing, administrative, civil law, international treaty, special contract.

ABSTRACT

Oil contracts are crucial contracts to the oil-producing countries and to those who conduct research in legal and economic sides. The importance of these contracts came from their association with the country's sovereignty, and its economic and legal sides. On the other hand, best returns and the highest interests can be achieved through investments related to oil contracts and this can restrain a country's natural resources from being involved in waste or poor investments. The aims of this paper is to discuss the types of oil contracts adopted by the oil-producing countries since the date of the discovery of oil until the present time. In addition to identify the characteristics and circumstances of each contractual agreement to reach the last contract that the ratification of the oil countries in the way clarification of chronology for developing the contractual processes and that relating and affecting to distinguish the legal nature of these contracts, the significance of which is linked to the legal regime governing the contract along with the accompanying rights and obligations. The researcher also targets to understand the conditions that affect the terms and conditions of the oil contract and gave it a unique nature.

To Cite This Article: Ali Kadhim Jawad Al- Fanahrah, Noor Farihah Binti Mohd Noor and Ahmad Bashawir Bin Haji Abdul Ghani., The Legal Natural of Oil Contracts. ***Aust. J. Basic & Appl. Sci.,*** *9(37): 43-49, 2015*

INTRODUCTION

Oil contracts are significant contracts. They epitomizes the sovereignty of a country, which represents its people, its supervision of natural resource management, and its significance in accomplishing the best returns and benefits, all for the purpose of restraining the country's natural resources from being wasted in poor investment. This study aims to determine the types of oil contracts adopted in oil-producing countries and define the features and conditions of each contractual agreement, particular on matters that sustain oil wealth, and reflection that to determine the legal perspective to these contracts and the legal regime governing the contracts, along with the rights attached and obligations, and the legitimate nature of the oil contracts which are susceptible to the changing political and economic climate.

This study adopts a mix of historical method and analytical approach legal deductive reasoning. The historical approach keeps track of the past by data collection, data assessment, and data compiling, and it presents facts with appropriate effect (Faramawy, 2011). Compiling results with scientific evidence assists the researcher in studying the types and legal nature of oil contracts carried out by the oil-producing countries. Analytical approach assists the researcher in conducting a profound analytical study for each part of the study (Mutaiota, 2008). It is not necessary for the researcher to merely deliver what is available; he has to analyze every part of the research in order to determine its features and defects. This allows the researcher to analyze the oil contracts, their respective features and conditions, and their legitimate nature.

The paper depends on both primary and secondary resources of data. The primary resources include oil contracts and judicial decisions, whereas the secondary resources consist of authoritative books, journals, Internet sources and other related publications on this topic.

1. Types of Oil Contracts:

Corresponding Author: Ali Kadhim Jawad Al- Fanahrah, Lecturer in Department of Legal Administration, Technical Institute for Administration, Middle Technical University, Foundation of Technical Education, Ministry of Higher Education and Scientific Research of Iraq, a student of PhD Law in School of Law, Ghazali Shafie Grduate School of Government, College of Law, Government and International Studies, University Utara Malaysia, 06010 Sintok Kedah, Malaysia.

Oil contracts vary for several reasons, one of which is the evolution of contractual relations between one country and foreign oil companies since oil exploration to the current time. Other reasons include goals changing by a particular country that attempts to preserve its national sovereignty and obtain spontaneous benefits from the natural resources, particularly to achieve economic growth. Foreign countries, to put simply, aim to make profits through their money, expertise, and technology. All that reflected and affected to determine the legal natural of oil contracts, so it will be explain the types of oil contracts adopted by the oil-producing countries since the date of the discovery of oil until the present time, in addition of identify the characteristics and circumstances of each contractual agreement, and that will support the objectives of this paper to identify the legal regime governing the contract.

1.1. Concession Contracts:

An oil concession contract is known as the action by which a country provides a foreign company the right to exclusively explore oil in its territory, use and exploit the commodity to their interest, and have this privilege for a long period (Haddad, 2007). This type of contract dates back to the conventional contracts of the nineteenth century in which the state grants its foreign companies the exclusive rights of exploring and extracting oil production for a long time (Ashoush, 1990). Concession contracts appeared at the time oil-producing countries did not specify the economic oil value and consequently lost of a lot of money and expertise. Most oil-producing countries are still being pressured by the interest of foreign companies (Haddad, 2007).

The most important feature of oil concession contract is the extending of its contracts for a long time (50-75 years) with the quantity specified to foreign companies who are covering the land of the state to grant the entire concession size (Abu Zeid, 1997). The contract is also characterized by the lack of financial revenues for the country donating. In best cases, the profit did not exceed 10 percent compared to the huge profits made by the companies in spite of the latter being exempted from taxes, the national laws, or the national judiciary (Mohammad, 2010).

Examples of such contract are the concession contract of Mosul oil company in Iraq in 1932 (owned by Britain), and the concession contract of the Standard Oil Company of California (United States) in the Kingdom of Saudi Arabia in 1933 (Alwan, 1982).

Western jurisprudence has adopted the international natural to characterize these contracts by its international features instead of by their being subject to a country’s national regulations. As a result these contracts become international obligations in order to obtain international accountability towards the government should these agreements are violated as is the situation with international agreements (Masood, 2004). This point of view has been received with a criticism will be clarified at the international natural of oil contracts.

1.2. Joint Venture Contracts:

A joint venture oil contract is defined as an agreement between oil countries and one of their oil institutions as a party, and a foreign oil company as another party for the purpose of establishing a joint company or a joint venture. This venture is later given a concession to research and explore the national wealth in specific areas and specific period (Al-Saadi, 2000). One example of a joint venture contract is the involvement of a country or one of its institutions in funding a foreign company. Thus the state becomes the company's contributions to carry some duties and administrative responsibilities within the Board of Directors. The foreign company is responsible for exploration, extraction, and oil production. Failing in oil exploration will result in the company solely taking the responsibility for the losses, whereas those who succeed will have both the state and the company involved in the oil sector management. Both parties will produce and finance the project, and both will earn their share of the profits (Fattouh, 2008). These types of joint contracts permit countries to control their natural resources and access to technical expertise. The contracts also let foreign oil companies have a sense of contractual relationship stability and that they are not in danger (Ashoush, 1990).

One of the features of this contract is the multitude of its parties. Unlike concession contracts which involve two parties, joint ventures oil contracts may include three parties: the state, the national company, and the foreign company. This type of contract also decreases the space granted to the foreign company; they will only be contracted for twenty to thirty years (Garcı´a-Castrillo´n, 2013). Joint venture contracts drill costs for foreign companies and exploration without incurring the donor country and its institutions any costs in the case of oil discovery and the lack of success of exploratory operations (Alwan, 1982). In fact, this type of contract increases the financial returns to the oil countries, so notable when compared to the returns from concession contracts which are subject to the national laws of taxes and fees (Al-Saadi, 2000).

Joint oil venture contracts are between a country as one party and foreign companies as another party in order to establish a new company participated by both parties. It is contract between the country as the first party and the national and foreign companies as the second party or a contract between the national company and the foreign company (Al-Emadi, 2010). There are downside to these contracts. The

production level needs to be determined and the size of the operation and the technology utilized need to be controlled by the foreign company, who receives exclusivity in prospecting operations and exploration away from national companies or their employees. This causes the donor countries deprivation from gaining experience in these significant processes, besides having to own a foreign company a share in a joint venture with the national company (Mohammad, 2010).

Examples of this type of contracts are the joint venture between Saudi Arabia and French company Aoxirab in 1965 and the joint contracts between Egypt and Italian company ENI in 1963 (Abu Zeid, 1997).

We note that one of the characteristics of this contract is the multitude of its parties. Unlike concession contracts which involve two parties, joint ventures oil contracts may include three parties: the state, the national company, and the foreign company. Therefore, some scholars considered this contract as a state contract or administrative contracts because the state is one of the parties in this contract and connected to one of the public sectors and the purpose of the administration (the country's government) through these contracts is to supply benefits and services to the public sector (Faruque, 2005). The administration is also authorized to change, abolish, or monitor the contract, where all these processes are represented in the public management of administration (al-Banna, 1984). However, this point of view has been received with a criticism will be clarified at the administrative natural of oil contracts.

1.3. Oil Contracting Contracts:

Oil contracting contracts can be defined as a country's or a national oil company's granting a contract to a foreign oil company to perform a specific task in a specific area with a limited time in exchange of money. Under this contract, the foreign oil company is deprived of having exclusive rights or privileges in the oil areas or a partner in an oil project, assuming the role only as a contractor who explores, extracts, and produces oil for the state's benefit, in exchange of specific amounts of money determined by the contract (Alwan, 1982).

These contracts are made for short period. The foreign oil company acts only as a contractor, while the state owns the land and the right to oil-producing. The foreign company takes risks when it commences the exploration phase until the phase of production and the State does not hold responsibility in cases of dangers. The company has limited interest represented in the privilege to purchase a specific amount of oil at subsidized prices or in selling oil in exchange for a specific commission (Al Asad, 2010).

Contracting contracts are thought to be a sophisticated and advanced level in the oil contract formats compared to concession contracts and joint contracts. In contracting contracts, the foreign company no longer has a privilege or be a partner in the national firm, acting only as a contractor who implements specific processes in the interest of the donor country, in accordance to the certain contract agreement (Alwan, 1982). The oil ownership is still in the producing state and the foreign company bears the costs of exploration and other operations, and the country does not assume responsibility for any expenses should the company fails to discover oil (Tienhaara, 2011).

Examples of such contracts include the contract between the Iraqi National Oil Company and French company AIRAB in 1968, and with Brazilian oil company Petrobras in 1972 (Alwan, 1982).

Contracting contracts are somewhat similar to other types of contracts, such as operating contracts, service contracts, or co-production contracts. These contracts exhibit various denomination, but are subject to the same principles as the work of construction contracts. They carry the same legal character and the same conditions, but their different names have resulted in their different natures, particular on the work agreed upon (Al-Anbari, 2009). For instance, production sharing contracts are characterized by the recovery of prospecting, exploration, development, and acquisition of profits cost after achieving the internationally agreed production, be in cash or in oil sales. The contract also differ from a joint venture in that the foreign company in a co-production contract is not an equal partner with the national company; all the oil product becomes the property of the country. However, certain percentages of production go in favor of the foreign company, according to the oil agreement for costs made by the profit after verification of the agreed production. These are the same principles of an oil contracting contract (Mohammad, 2010).

Examples of co-production contracts include the contract concluded between Egyptian General Petroleum Company with Japanese company Nwosu (N.OS.O) in 1969, and a contract by the Indonesian national oil company Pertamina with an American company LIAPCO (Alwan, 1982).

According to this contract, assuming the role of the foreign oil company only as a contractor, some scholars considered this oil contracts subject to the private law in that not all contracts undertaken by the government are considered administrative contracts despite some being associated with public facilities. If the association with public facilities is disconnected (Masood, 2004), the contract loses the features of an administrative contract and is taken as a civil contract, which is subject to the private law despite one of the contract parties is a government or a national company. This point of view is not an approval to consider the investment in the oil sector or connected to public facilities (Abu Zeid, 1997). This point of view has been received with a criticism will be clarified in the civil natural of oil contracts.

2. The Legal Nature of Oil Contracts:

The legal nature of contracts is the legal system that regulates the contract, together with the accompanying rights and commitments. The nature can be influenced by changing political, legal, and economic conditions of each situation (Assad, 2010).

2.1. The International Nature of Oil Contracts:

Oil contracts are in the field of international pacts instead of administrative nature. Western jurisprudence has adopted this point of view to characterize these contracts by its international features instead of by their being subject to a country's national regulations. As a result these contracts become international obligations in order to obtain international accountability towards the government should these agreements are violated as is the situation with international agreements (Masood, 2004). Verdross (cited in Sultan, 1966) agreed to this view, stating that these agreements are almost international packs in that governments have approved them (Sultan, 1966).

This point of view has been received with a criticism since the term international treaty was defined by the Vienna Convention. Vienna Convention is an international convention between at least two countries and is subject to international regulations. In other words, the convention is between the entities of international regulations (countries or states) or international organizations (Al-Attiyah, 1982).

In addition, making oil contracts with a foreign company is not taken as an international agreement because when the country (the government) takes place or agrees to an oil contract with a foreign company, it is allowing for the exercise of this on behalf of people, and this is not deemed an international agreement (Ghonaimi, 1970). On the other hand, an oil contract conducted between two countries is deemed an international agreement, an instance for which is the oil contract agreement between Iraq and Romania in 1971, and between Iraq and France in 1972 (Law No. 160/1971, Law No. 98/1972).

Therefore, an agreement conducted between two countries is called an international agreement, whereas the agreement between the government and a foreign company is not considered an international agreement. Accordingly, the International Court of Justice issued a decision in the case of the nationalization of British-Iranian company, pointing out that the Court cannot approve the viewpoint of the British, who believes that the agreement between the Iranian government and oil Anglo-Iranian company is an international agreement between two countries for the reason that this agreement is a contract between Iranian government and a foreign company; and therefore, the British government is not part of this agreement. Besides, the Iranian government cannot claim the British government its rights owned to the British company. Accordingly, the Court decided that it did not have jurisdiction to consider this argument because this issue is not between the two countries, according to the international law, but between the country (government) and a company (the International Court of Justice website).

2.2. The Administrative Nature of Oil Contracts:

This view is considered the oil contracts are administrative contracts because they are ratifications between the government of host country and foreign companies (Abdul-Aziz, 2000). These contracts are characterized by the following conditions:

1- The administration (the government) is considered part of this contract, either directly or indirectly through one of its institutions to carry out the contract.

2- The contract is connected to one of the public sectors and the purpose of the administration (the country's government) through these contracts is to supply benefits and services to the public sector (Faruque, 2005). The administration is also authorized to change, abolish, or monitor the contract, where all these processes are represented in the public management of administration (al-Banna, 1984).

3- Such contracts must contain special circumstances that are unusual and are unavailable in other contracts. For instance, the administrative authority gives the foreign companies exemptions, and granted a piece of land to a foreign company to commence its business or grant a company privileges to create railways, electricity station, and other administrative sectors (Mahfouz, 1984).

The above characteristics show that such contracts that have been approved and carried out by the administration (the government) are subject to administrative regulation if the contracts meet the abovementioned terms. The same point of view has been adopted by OAPEC, who opined that oil contracts are subject to administrative regulation because one of the parties in these contracts is the public sector, who acts on behalf of its people for the management and investment of its natural resources (Alwan.1976). In the case involving Canadian company Saphire, Arbitrator Cavan acknowledged the administrative nature of the oil contracts conducted between NIOC and Saphire since the basis of this contract was under the administrative law (Alwan, 1982).

Despite of arguments for this view to consider the oil contracts as an administrative natural, but they faced an opposing opinion that denied this legal natural, and that will be clarified in the next paragraph.

2.3. Oil Contracts as Civil Contracts:

Oil contracts are also subject to the private law in that not all contracts undertaken by the government are considered administrative contracts despite some being associated with public facilities. If the association with public facilities is disconnected (Masood, 2004), the contract loses the features of an administrative contract and is taken as a civil contract, which is subject to the private law despite one of the contract parties is a government or a national company. This point of view is not an approval to consider the investment in the oil sector or connected to public facilities (Abu Zeid, 1997). Some of the projects involving the country's participation in the management or supervision of the company granted some concessions. These projects can be regarded as public facilities (Ghonaimi, 1970).

The proponents of this view demand that most constitutions in the world not provide a description of the public facilities to the procedure of investment in oil resources. In comparison, most constitutions provide for the management of the oil sector on the basis of special provisions without being subject to the administrative law or the state to issue a special law to regulate the oil investment process (Abu Zeid, 1997). Furthermore, a country does not have the administrative power towards the foreign company. Oil contracts have terms that restrict the power of a country towards the foreign party (Sheikh, 2003). In the case between the Libyan government and American company Texaco, Arbitrator Dupuis decided to not consider the agreement between the two parties as an administrative contract due to the missing administrative contract term (Alwan, 1982).

However, this opinion is remain subject to criticism of the previous view that says the administrative nature of the oil contracts.

2.4. The Special Nature of Oil Contracts:

Oil contracts are distinguished contracts from administrative contracts and contracts for private law by the various parties involved; each party belongs to various legal nature of the contracts, the state (government), and the foreign company (Haddad, 2007). A country does not have the right to exercise its role in the executive, legislative, and judicial power levels (Abushara, 2000). All these have frightened foreign companies of the lack of balance in the contracts because of the host country's intervention as an authority or public administration, such as the issuance of a new law or the imposition of measures by the executive branch, which may adversely affect the company. These foreign companies then attempt to take guarantees to achieve it. They are not asked to be subject to the national law or sort out disputes through international arbitration, and they also need to adhere to terms of the contract and refrain from issuing a new law that may affect the company or others negatively (Al Assad, 2010).

In addition, the incentive for conducting such contracts is the achievement of economic development, taking into account the general interests of the State and the continuation of cooperation between parties of the contract with the purpose of providing the country with the latest equipments, and be familiar with recent scientific development (Assad 0.2010). In contrast, oil contracts are simply based on this concept: it is the agreement between a foreign party, who is trying to gain profits and ensure their rights in contracts, and the government, which is trying to achieve economic development through the optimal use of natural resources (Abdul Mo'men, 2000). Proponents of this view argued that oil contracts have a special character that distinguishes them from administrative contracts and contracts for private law. In the case of Company Aramco, the court ruled the following: "mining concession holds a special character, which cannot fully belong to any other category, it works with any individual nature, because it lies on the country's license, and it is a contract because of the requirement of mutual wills of both the country and the concessionaire." (Alwan, 1982)

With its power, a country gives exploitation license for the interest of the foreign company in its sole discretion, without interfering with the will of the foreign company. This decision is to sign a contract with a foreign company and arrange rights in favor of this company, and this means that this decision leads to a contractual process to grant administrative license to conclude a contract with the company; and it also means giving the rights and obligations of both parties (Abushara, 2000). All of this make oil contract with a private legal nature different from administrative contracts or private law contracts (Alfoada, 2012).

Conclusion:

This paper discusses the types of oil contracts known to oil-producing countries from the date of oil discovery to the present, the most popular being the oil concession contract. The oil concession contract is the first type of oil contract that emerged in colonial foreign oil countries. Oil was discovered in these countries but was in harsh conditions following some companies' earning at the expense of peoples and owners of resources. The oil contracts evolved into what is known as the joint venture contract, which came to reduce the duration of the concession contracts and increase oil revenues for the benefit of the producing country, identified by the land covered by the contract.

The last type of contract is what is known as oil construction contracts, which are the most preserving of the rights and resources of the country. In this contract, the role of foreign oil companies is confined to the role of a contractor and in accordance with the terms of the contract, and with oil ownership survival and supervision of operations and production rates

and profits under the supervision of the producing countries. Other types of oil contracts include operation contracts, service contracts, or co-production contracts, all of which somewhat resemble the construction contracts and are only distinguished by the legal conditions according to the nature of the work agreed upon.

From above mentioned, we can see that the evolution of contractual relations between one country and foreign oil companies since oil exploration to the current time have reflected and affected to determine the legal natural of oil contracts.

In contrast, with regard to the views concerning the legal natural of oil contracts. Some of the important opinions were derived from examining oil contracts in an international agreement and other administrative contracts, and some derived from private law contracts. The final point of view regards oil contracts as contracts of special nature, that are subject to different rules on legal administrative rules of the contracts or the law on oil futures contracts, and all these opinions were supplied with justifications. The researcher clarified that the most relevant opinion is the one that considers oil contract as a special legal nature, owing to the fact that all of the contracted parties are belonging to different legal nature of the oil country, and that its institutions are belonging to public law, and that foreign companies are belonging to international trade law or private law according to Activity Company. The conditions of these contracts also differ from the terms in administrative law contracts terms whereby the exceptional authority of the country are not present in the oil contracts. The country in these contracts is restricted to the terms and conditions of the contract signed with the oil companies. All of these conditions have influenced the terms and conditions of the oil contract and gave it a special nature different from the rest of the branches of law. So it should be conduct the contractual processes of these contracts in accordance the special legal rules are different from the civil and the administrative law. Adopting this approach is certainly in line with the recent trends.

REFERENCES

Abdul Aziz, Mahmoud, 2000. The idea of the administrative contract cross-border. Cairo: Dar Al Nahda Al Arabia.

Abdul Mo'men, Naji, 2000. The Contract Is the law between Parties. Journal of Security and Law, 8(1): 130- 131.

Abu Zaid, Seraj Hussein, 1997. The arbitration in oil contracts. Cairo: Cairo University.

Abushara, Adiia Mustafa, 2000. Transnational Litigation of Local Oil Pollution Damages: A Study of Environmental Tort Claims by Ecuadorian, Nigerian and Sudanese Oïl Communities Against Multinational Oil Companies Before the Courts of the United States, Th, PhD diss., University of Toronto.

Al Asad, Bashar Mohammed, 2010. State Contracts in the International Law. Lebanon: Zain legal publications.

Al Faruque, Abdullah, 2005. Stability in Petroleum Contracts: Rhetoric and Reality, PhD diss., The Centre for Energy, Petroleum and Mineral Law and Policy (CEPMLP), University of Dundee, Scotland.

Al-Anbari, Ali Abd al-Razzaq, 2009. Impact of International Law in the Development of Oil Concessions Contracts, diss., Nahrain University, College of Law.

Al-Attiyah, Essam, 1982. Public International Law. Baghdad: University of Baghdad.

Al-Emadi, Talal, 2010. Joint Venture Contracts (Jvcs) Among Current Negotiated Petroleum Contracts: A Literature Review of Jvcs Development, Concept and Elements. Georgetown Law Journal 1: 648-52, accessed May 20, 2015, https://www.law.georgetown.edu/academics/law-journals/gjil/upload/6-al-emadiFIXED.pdf.

Alfoada, Shaima Iskandar, 2012. Oil Service Contract. Master's thesis, College of Law, Baghdad University.

Al-Saadi, Sabah Abdul Kadhim, 2000. The Legal System of Development and Production Oil Contract in Iraq, Master's thesis, College of Law, Baghdad University.

Alwan, Mohammad Yousuf, 1982. The Legal System for the Exploitation of Oil in the Arab Countries. Kuwait: College of Law, Kuwait University.

Alwan, Mohammed Youssef, 1976. Modern trends in international economic contracts. Journal of the judiciary, 3(4): 54-55.

Ashoush, Ahmed Abdul Hamid and Omar Abu Bakr, 1990. The legal system of the petroleum agreements. Alexandria: Foundation Youth University.

Banna, Mahmoud Atef, 1984. Administrative Contracts. Saudi Arabia: Darul Uloom, Printing and Publishing.

Faramawy, Mahmoud, 2011. Historical approach in scientific research," Education Technology. accessed August 10, 2014, http://kenanaonline.com/users/elfaramawy/posts/291356.

Fattouh, Bassam, 2008. North African Oil and Foreign Investment in Changing Market Conditions. Centre for Financial and Management Studies, SOAS and Oxford Institute for Energy Studies, 37: 3-4.

Garcı´a-Castrillo´n, Carmen Otero, 2013. Reflections on the Law Applicable to International Oil Contracts. Journal of World Energy Law and Business 6, no. 2: 129-62, accessed May 20, 2015,http://jwelb.oxfordjournals.org/.

Ghonaimi, Mohammed Talat, 1970. General

provisions in the law of nations. Alexandria: Al Maaref Facility.

Haddad, Hafedai Al Saed, 2007.Contracts between the State and Foreign Persons. Alexandria: Dar University Publications.

International Court of Justice, "Anglo-Iranian Oil Co. Case: United Kingdom v. Iran," International Court of Justice, http://www.icj-cij.org/docket/index.php?sum=82&p1=3&p2=3&case=16&p3=5 (accessed August 15, 2014).

Mahfooz, Abedul Mena'em, 1984. Judicial Legitimacy and Philosophy of economic openness. Cairo: World of Books.

Masood, Masood Hossain, 2004. International Arbitration of Petroleum Disputes, PhD diss., LLM, University of Aberdeen, United Kingdom.

Mohammad, Kawah Omar, 2010. Oil Disputes And exploitation Contracts, Master's thesis, St Clements University.

Mutaiota, Saleh Ibrahim, 2008. The origins scientific research legal," Bahrain's legal community. accessed August 13, 2014, http://www.bahrainlaw.net/post4463.html.

Sheikh, Esmat Abdullah, 2003. The arbitration in Administrative Contracts International. Cairo: Dar Al Nahda Al Arabia.

Sultan, Hamid, 1966. The legal nature of the oil concession. Journal of the judiciary, 21(2): 4- 5.

The agreement between Iraq and France according Act No. 98/ 1972.

The agreement between Iraq and Romania according Act No. 160/ 1971.

Tienhaara, Kyla, 2011. Foreign Investment Contracts in the Oil. Sustainable Development Law and Policy 11, no. 3: 16- 17.