Table of contents

Introduction

Glossary

1	First	principles	of the	TOA
1.	TILDE	principics	or the	$\mathbf{J} \mathbf{V} \mathbf{\Lambda}$

- 1.1 The logic for a joint venture
- 1.2 The role of the JOA
- 1.3 The JOA and multiple interests
- 1.4 The JOA and other activities
- 1.5 The incorporated joint venture
- 1.6 Hybrid project structures
- 1.7 Partnership contrasted
- 1.8 Pre-JOA agreements
- 1.9 Model form contracts
- 1.10 JOA evolution and economics

2. Concession forms and the JOA relationship

- 2.1 The concession
- 2.2 Applicable terms
- 2.3 Reconciling the concession and the JOA

3. Parties, participating interests, carries and collateral support

- 3.1 Defining the parties
- 3.2 Concession and JOA party symmetry

- 3.3 Affiliate interests
- 3.4 Participating interests
- 3.5 Carried interests
- 3.6 Collateral support
- 3.7 Joint property

4. State participation

- 4.1 State participation in the concession and the JOA
- 4.2 Later state participation
- 4.3 Carried interests
- 4.4 Management of the JOA

5. Duration

- 5.1 Pre-JOA arrangements
- 5.2 Commencement
- 5.3 Term
- 5.4 Termination and surrender
- 5.5 Surviving provisions

6. Scope

- 6.1 Joint operations
- 6.2 Excluded activities
- 6.3 Expanding the scope
- 6.4 Definition of the scope

7. The operator

- 7.1 The operator's advantage
- 7.2 Selection of the operator
- 7.3 The role of the operator
- 7.4 The locus of the operator
- 7.5 Resignation and removal
- 7.6 Hybrid operator structures

- 7.7 The operator's perspectives
- 7.8 Fiduciary duties and relational contracts

8. The non-operating parties

- 8.1 The role of the operating committee
- 8.2 Operating committee mechanics
- 8.3 Subcommittees
- 8.4 Voting control
- 8.5 The non-operating parties' perspective

9. The accounting procedure

- 9.1 Model form accounting procedures
- 9.2 Accounting principles
- 9.3 The contents of the accounting procedure
- 9.4 Accounting procedure issues

10. Economic management

- 10.1 The need for economic management
- 10.2 Work programmes and budgets
- 10.3 Authority for expenditure
- 10.4 Invoice requests, cash calls and operator financing
- 10.5 Payment obligations10.6 Dealing with default

11. Contracting

- 11.1 Procurement options
- 11.2 Third party contracts
- 11.3 Affiliate contracts
- 11.4 Federal contracts
- 11.5 Contributions in kind
- 11.6 Contract awards and management

12. Petroleum management and disposal

- 12.1 The principles of petroleum allocation and lifting
- 12.2 Petroleum allocation
- 12.3 Petroleum lifting
- 12.4 Petroleum attribution
- 12.5 Petroleum disposal
- 12.6 The state's involvement
- 12.7 PSC allocation

13. Exclusive operations

- 13.1 Understanding exclusive operations
- 13.2 Exclusive operations mechanics
- 13.3 Buyback rights
- 13.4 Excluding exclusive operations

14. Transfers and changes in control

- 14.1 Transfers under applicable
- 14.2 Transfer mechanics in the IOA
- 14.3 Incomplete transfers
- 14.4 Affiliate transfers
- 14.5 Pre-emption rights
- 14.6 Change in control

15. Withdrawal

- 15.1 The principle of withdrawal
- 15.2 The use of the withdrawal mechanism
- 15.3 Partial withdrawal

16. Information, confidentiality and intellectual property

- 16.1 The nature of information
- 16.2 Confidential information

- 16.3 Utilising confidential information
 16.4 The concession and state interests
 16.5 Public announcements
- 16.6 Liability for breach
- 16.7 Technology information and intellectual property rights
- 16.8 The operator as custodian

17. Competition law

- 17.1 The application of competition law
- 17.2 The JOA and competition law
- 17.3 Relevant JOA provisions
- 17.4 Competition law and information exchange

18. Decommissioning

- 18.1 The decommissioning phase
- 18.2 The regulatory regime for decommissioning
- 18.3 Collateral support for decommissioning costs
- 18.4 Decommissioning and the JOA
- 18.5 Decommissioning on the UK Continental Shelf

19. Liabilities

- 19.1 Liabilities under the concession
- 19.2 The operator's liability
- 19.3 Party to party liabilities19.4 Liability for exclusive
- operations
- 19.5 Third party liabilities
- 19.6 Liabilities and insurance
- 19.7 General liability

20. Default

- 20.1 The consequence of default
- 20.2 The definition of default
- 20.3 The reaction to default
- 20.4 The remedies for default
- 20.5 Mortgage and lien protection
- 20.6 Interest sales
- 20.7 Forfeiture

21. Force majeure

- 21.1 The meaning of *force* majeure
- 21.2 Force majeure relief
- 21.3 Economic sanctions and force majeure

22. Dispute resolution

- 22.1 Dispute resolution principles
- 22.2 Dialogue
- 22.3 Expert determination
- 22.4 Arbitration
- 22.5 Litigation
- 22.6 Arbitration or litigation?
- 22.7 Consolidation
- 22.8 Confidentiality
- 22.9 Jurisdiction
- 22.10 Sovereign immunity
- 22.11 Investment treaty protection
- 22.12 Due observance

23. Other provisions

- 23.1 Compliance standards
- 23.2 Entire agreement and amendment
- 23.3 Governing law
- 23.4 Health, safety and the environment
- 23.5 Indexation
- 23.6 Insurance
- 23.7 Litigation management
- 23.8 Notices

- 23.9 Secondment and teams
- 23.10 Taxation
- 23.11 Third party involvement
- 23.12 Warranties and representations

Appendix 1: Farm-outs and the JOA

Appendix 2: Unconventional petroleum JOAs

Appendix 3: Unitisation and the JOA

About the authors

Index

About Globe Law and Business