THE LEGAL FRAMEWORK FOR THE OIL AND MINING CONCESSION IN DIFFERENT COUNTRIES

Cătălina Georgeta DINU*

Abstract

Concession is the oldest form of cooperation between the state and companies to exploit oil being found in the Middle East since the late nineteenth century. In colonized countries the right of exploitation belonged to the companies of the suzerain states. Invoking national interest, dispute over natural resources has increased in direct proportion to the increasing importance of these resources and inversely proportional to the decrease in quantity. A dull but intense battle at this point characterizes natural resources, especially of oil and mining of precious metals. Therefore, we can say that the power exerted on natural resources determines the ranking of countries of the world economic power and living standards of the population. Use of natural resources as an effective weapon in the economic consolidation became state policy and the expansion of exploration and exploitation in foreign lands required the development of complex regulations. Therefore, this study aims at presenting an analytic perspective of foreign law - specific states with relevant impact on the exploitation of natural resources - and the presentation of some features of international law.

Keywords: *concession, international, oil, mining, explotation.*

1. Introduction

Beyond the legal nature of concession, often disputed in doctrine, this type of contract gained the reputation of the most used method of operation of the public domain by the Administration, by sending private exclusive rights in this regard.

Given the complexity of the institution of concession, the fluctuations that the legal framework have been suffered, and a poor bending comparative literature on the area of concession contracts on natural resources, we believe that the relevance of a comprehensive approach is undeniable. Thus, making a presentation to the laws of states with experience in concessions, with relevant impact in the oil and mining concessions, and a comparative analysis is neccesary for a more objective determination of the essential features that should define this field. For a wide coverage as the features of this contract, the study is not limited to the European space and it shows also a derivative contract of concession - Production Sharing Agreement - which is more commonly used in Middle and Far East.

The study captures the involvement of general interest, as well as specific criteria of oil and mining concessions and emphasizes the need to fulfill this criterion. The theory of general interest had a role in strengthening the identity of the concession right in terms of necessity and its legal nature. Thus, concession is distinct from ownership and it was born from the need to simplify the operation of economic utilities and natural resources considered as a collective wealth. Stealing private ownership category of goods which are intended for the use of the entire population is a concern that has acquired a historical dimension, starting from Roman law until now. The study also select issues that have formed in certain states and in the approach to the exploitation through concession, successful recipes that become models for other states regarding implementation of natural resource concessions.

*Assistant Lecturer, PhD Candidate, Faculty of Law, Transilvania University of Brasov (e-mail catalina13.dinu@gmail.com).

The paper is divided into four main sections, namely : 1. "The legal nature of natural resources" 2. "The legal framework of the mining and peroliere in different countries of the world" 3. "Production Sharing Agreements" 4. Conclusion.

2. The legal regime of natural resources

Peoples' right to use and exploit their natural resources was recognized by resolution 626 (VII) of 21 December 1952 the United Nations (UN) General Assembly. Subsequently, XVII General Assembly Resolution 1803 of the UN on 14 December 1962 acknowledged that the right of people to permanent sovereignty over natural resources must be exercised in the national interest.

Recognising the right of countries, particularly those in developing countries, to secure and increase participation in the management of enterprises with foreign capital was mentioned by Resolution nr.2158 (XXI) of 1966 and the Charter of Economic Law and State requirements to was developed by Resolution no.3281 (XXIX) of 12 December 1974 issued by the same UN General Assembly.

Regarding oil and gas resources, article 1 par. (1) of the Act no.238/2004 provides that oil petroleum resources located in the basement of the country and the Romanian Black Sea continental shelf, defined under international law and international conventions which Romania is a party, shall be exclusively public property belonging to the Romanian state. According to the same article, the fuel oil is defined as those mineral substances consisting of mixtures of natural oil accumulated in the earth's crust which, in the frame of surface conditions, are present in the gaseous state, in the form of gas or liquid as crude oil and condensate.

The trends that have developed internationally were: ownership of natural resources belong to the landowner; property natural resources belong to the state or other public authorities where resources are located.

The United States are found in the first situation. The owner of the surface is also the owner of the oil that is located under the surface oil. In some jurisdictions, property of oil *in situ* is not recognized and it is claimed that the property appears only when the oil is produced and brought to possession, when it is extracted and becomes a movable property[1].

Moreover, in Texas it is recognized the ”catch rule” according to that the oil belongs to the owner when drilling oil field which is found under his land. So if oil moves from one place to another under the bark, it will belong to a person or the other depending on the hazard of oil movement. In California and Indiana there is a property theory according to that the land owner has no title of *in situ* oil because oil can be extracted and belongs to whom extract (of course, on his land). The exploration and exploitation rights are granted by lease / lease / concession (lease) mines[2].

Natural resources belonging to the state has origins in Roman law, becoming the property of the sovereign political authority. Under this system whereby the king granted licenses for exploration and exploitation, soil mastery (*dominium directum*) returned either Crown or feudal lords and was separated from the title of ownership (*dominium utile*) of which represent the right to use and obtain profit field. Consequently, states have mineral resources and land owners have only been entitled to compensation for loss of land ownership (expropriation).

[1] Aileen Mc.Harg, et.al., *Property and the Law in Energy and Natural Resources*, Oxford University Press, 2010, p. 124.
[2] Harg et.al., *Property*...., p. 119.

In Nigeria, the Supreme Court[3] ruled that only the state is the owner of natural resources, not local governments[4].

The Canadian Constitution explicitly assigns ownership of all land, mines, minerals and royalties to the provinces of Ontario, Quebec, Nova Scotia and New Brunswick. Section 92A of the Constitution (1867) completed in 1982, now gives the provinces exclusive jurisdiction to legislate with respect to exploration, development, conservation and management of non-renewable mineral resources such as oil.

In Papua New Guinea, although the communities have no such rights, they receive certain rights to the obtained benefits, rights that are entitled ”royalty” benefits.

The Law of capture[5] shapes the legal regime of natural resources in the United States, although its recognition nowadays is considered anachronistic. This right has been regulated by the laws of other countries including Romania, as shown in the 1865 Civil Code which does not strictly copied the provisions of Art.552 of the French Civil Code 1807. The same thing happened in Ukraine, Great Britain and Russia.

In Latin America and the Middle East, the situation has been different. Thus, under The Spanish Ores Order (1783) and according to the Islamic Law regulating ores, as the state had control of these riches, very large concession areas were allowed .

Gradually, with the exception of the United States, other countries have waived this right in legislation and allowed the public interest to justify taking over the basement of the state. Romania followed the same trend. Nationalization of natural resources led to Romania existence concession contract which replaced such private nature contracts[6].

3. The legal framework for the oil and mining concession in different countries

United States of America

It is proposed[7] that concession regulation in the United States of America (hereinafter, U.S.) to be similar to Directive 2004/17/EC given the development of the legal framework for Public Private Partnerships (hereinafter, PPP) in order to establish regulatory areas called ”monopoly” and principles[8]. The difficulty of taking over European specificity is that the U.S. does not recognize the state's right over natural resources, operating the ”catch rule” according to that the property owner is focused on the person of the soil and extract oil from both the basement and the basement has other neighboring owners.

According to point 71 from the United States Code (2011), any U.S. citizen over the age of 21 or any legal person created on American soil has the right to register the ownership of any tracts of land containing coal which are not appropriated by the state, no more than 160 acres / person or 320 acres / person in return for payment of not less than $ 10 / acre for an area of 15 miles or 20 dollars / acre for an area of to 15 miles[9].

Contrary to European law, in the U.S., PPP is regarded as a kind of concession agreement - so it is subsumed to concession, in which public project is carried out by private

[3] The Case The General Attorney of the Federation/The General Attorney of the State of Abia (2006).
[4] www.alaviandassociates.com/documents/petroleum.pdf.
[5] Terence Daintith, The Rule of Capture: The Least Worst Property Rule for Oil and Gas, Oxford University Press, 2010, p. 143.
[6] Daintith, The Rule of Capture, p. 53.
[7] Katherine Southland, U.S.Electric Utilities: The First Public-Private Partnerships?, *Public Contract Law Journal*, Chicago 39 (2010): 395.
[8] Although the oil and mining concession agreements are mentioned by the Directive 2004/17/EC, they are excepted from regulation.
[9] www.gpogov/fdsys/browse/collectionUScode.action?selectedYearFrom=2011&go=Go accessed in the 15th of February 2014.

funds. This view results from the history concession since the twentieth century when the first time the government granted monopoly in certain areas benefit in change of the private financing of public projects.

Transfer of acquired lands containing oil is not restricted if it is before oil exploration and discovery.

Portugal

Article 9 a) of the Code of Public Contracts, updated[10], states that are included as part of the activities of water services, energy and transport, exploration or continue extracting oil, gas, coal or other solid fuels - as part of the operation of a geographical area for this purpose, according to letter b) of the same article.

Despite of the fact that Portugal transposes European legislation, it has proceeded differently, by unifying the regulations dealing with the administrative contracts without exempting oil and mining contracts.

France

The new Code of Public Contracts Regulatory[11] mention the subject through Article 3, without excluding oil concessions. According to Article 135 b) item 3 the procurements assigned by adjudicating authority exercising any of the activities mentioned - including work on the exploitation of geographical areas for the purpose of exploring for or extracting oil or coal, are legally subject to the provisions. According to Article 144, the contract shall conclude in one of the conditions laid down: the negotiated procedure according to the principle of competition, open or restricted tender procedure, the dynamic purchasing system.

The new Mining Code of France includes both petroleum mining activities without distinction and regulates by art.L121 -2 that, within the boundaries of a license or a mining, prospecting concession have the right resources forming the object of concession and according art.L131 -1, mines can be exploited only by the state, through concession.

Nobody can achieve a license if it has not technical and financial capacity necessary to direct the operation. The concession is granted by decree of the State Council subject to commitment and just after a public inquiry conducted under the Environmental Code. Concessions apply competition law rules, since, according to art.L132 -4, the concession is granted by auction unless the holder of a valid permit research only within the boundaries of the ore mining license of the discovered exploitations.

According to art.L132 -13 of the New Mining Code of France, at the end of the concession established by decree, the deposit is returned, real dependencies can be free or may be sold to repay the state where remains exploitable mineral deposit, and in the case of the abolition of the holder, the concessionaire's rights and duties are transfered to the state.

Norway

According to Article 77 (1) of the Act Sea Convention, the coastal state exercises absolute rights on the mainland coast for exploration and exploitation of natural resources[12]. But these provisions do not relate directly to the property of natural resources. According to the Petroleum Law No. 72 of 29 November 1996, the Norwegian State claimed ownership of oil deposits in the sea.

[10] The Code of Public Contracts was adopted by the Decret-Law no.18 from the 29th of January 2008.
[11] The Code of Public Contracts was adopted by the Decret no.2006-975 from the 1st of November 2006.
[12] Ulf Hammer, Models for State Ownership on the Norvegian Continentat Shelf Property, Oxford University Press, 2010, p. 159.

The Norwegian State has established a licensing system in which private companies participate as licensed together with the state. The aim was to attract competent technology and oil companies to explore deep waters in harsh weather conditions. This system was introduced in 1965 and still exists, containing three licenses: exploration and production, installation and operation of installations.

But the state does not need a license to carry out activities under the Petroleum Law and its activities consist primarily of seismic monitoring potential exploitation of natural resources.

A Norwegian licensing system feature is the strong participation of the state in this system. This was achieved by the so-called Statoil - initially 100 % state company established in 1972 through which the state holds 50 % shares in all licensed groups.

From the 1st of January 1985, state ownership was reorganized. Following an arrangement established between Statoil and state, Statoil participation split in the state's economy and the Statoil's one. The first was entitled State Direct Financial Interest (SDFI)[13]. This means that the Norwegian State participates directly in the Norwegian petroleum sector as an investor. SDFI has a direct financial interest in 146 production licenses and 13 joint ventures for onshore facilities and oil pipelines.

With the implementation of Directive 94/22/EC of the European Parliament and of the Council of 30 May 1994 on the conditions for granting and using authorizations for the prospection, exploration and production of hydrocarbons, the state lost its importance and became a commercial entity excluded of privileges.

In 2001 there is a reform that differentiates between the role of the owner and the resource manager. Thus, although there was a tendency on the privatization of the national oil companies including Statoil, the state remains the majority shareholder[14].

Subsequently reform Statoil retained responsibility for the marketing and sale of state-owned oil and gas through SDFI with Petora watching on establishing a fair price[15].

Statoil will remain under state control due to the importance of oil and to the fact that it is central to the economy[16].

Brazil

Initially the exploration and exploitation of oil in Brazil has been a state monopoly for 40 years until 1995 when Act No.9 of completion of the Federal Constitution of 1988 changed the legal structure of the state monopoly.

Thus, Law of Oil and Natural Gas no.9478/1997 allows private companies to pursue available through concession contracts and payment of taxes and government surcharges.

The discovery of new oil resources in deep waters of Brazil, rising oil prices and the global crisis have resumed discussions to return to the forefront of state involvement in the oil industry[17].

But lack of investment and rising inflation were reasons born for eliminating the monopoly of the state. Therefore, by Article 177 (1) of the Licensing Act nr.9/1995, private companies have been allowed to be licenced in the domaine.

---

[13] Hammer, Models for State Ownership, p. 163.

[14] Despite these tendencies, a new company was created, Petora, which was totally owned by the Norwegian state.

[15] George Bermann, *A Restatement of European Administrative Law: Problems and Prospects*, Oxford University Press, 2010, 628; Adilson de Oliveira, *Brazil's Petrobas: Strategy and Performance*, Oxford University Press, 2010, p. 517.

[16] The more and more rare discovery of oil resources will lead to the decrease of production after 2020, as the Norwegian Oil Directorate anticipates. But both Petrobas and Statoil have confronted dificulties in the exploitation of natural resources and they have taken advantage of their privileged situation as champions of an adequate technology.

[17] Yanko Marcius de Alincar Xavier, Legal Models of Petroleum and Natural Gas Ownership in Brazilian Law, Oxford University Press, 2010, 222; de Oliveira, Brazil's Petrobas, 517; Leslie Lopez, Petronas – reconciliation tensions between company and state, Oxford University Press, 2010, p. 809.

There are three legal instruments to explore a public good in Brazil by a private entity: concession, permission or authorization. Authorization is a unilateral administrative, discretionary act, a temporary license that the licensee is allowed to use public property without prior auction. These are typical for oil transport and may be revoked at any time by the Government on the grounds of public interest.

Concession is another type of administrative license with the following characteristics: it is bilateral contractual, dependent on prior bidding. Concession cover activities of production and operation, and the risk belongs solely to the licensee.

The discovery of new oil deposits at 7,000 m deep in the ocean caused the need for large investments ($ 1 trillion) and adopt a new type of contract - PSA , and the concession was only preserved for onshore natural resources, Petrobras - the national oil company being entitled to have exclusive exploitation rights.

Regarding the administration of the petroleum field, the strategy was based upon the typology of the unilateral administrative acts which include: administrative power decisions legally binding, unilateral, administrative and information management contracts normative acts.

Like Petrobras, Statoil is frequently considered a state-controlled company, similar to more international oil companies. Statoil has expanded production to other countries such as Angola, Azerbaijan, Venezuela and became a model of efficiency.

Governmental strategy was to control the oil through two ways: by holding ownership of natural resources and the establishment of a national state oil companies .

Venezuela

With the arrival of Hugo Chavez to lead the country, nationalization was imposed as a result of the idea that some international oil companies have exploited Venezuela and weakened state. It was felt that a national oil company under state control would lead to greater confidence than in the private sector. The founded company was entitled Pétroleas de Venezuela SA (PDVSA)[18].

Through Hydrocarbon Law (2001), the fee was determined at 30 % , becoming the largest source of revenue - $ 20 billion for the year 2007 and for 2008. But PDVSA performance declined after the 2003 campaign Chavez administration[19].

United Kingdom

Act no.2814 of 2009[20] on the exploitation of oil and gas resources and supply (model clauses) describes the type clauses that are used for offshore exploration licenses as they are defined in the Petroleum Law (Petroleum Act 1998) and under section 4 of the Law on Energy (Energy Act 2008). These clauses are presumed to be incorporated into major licenses that allow certain types of oil exploration in production and delivery of gas . Regarding exploration licenses under section 4 of the Energy Law, the type clauses are regulated for the first time. Regarding exploration licenses under section 3 of the Petroleum Law, the type clauses have been previously specified in Annex 1 of the Law no.352/2004 of licensing of exploration and production of oil by sea and land (Petroleum Licensing - Exploration and Production - seaward and landward Areas Regulations) will be applied to licenses granted after the entry into force of the law.

The awarded licenses will allow the holder to obtain the entire area offshore exploration below the water to maritime limits of the continental shelf of Great Britain, but

[18] David Hults, *PDVSA from Independent to Subservience*, Oxford University Press, 2010, p. 418.
[19] Hults, *PDVSA*, 420. Despite all these, the author recognizes that, during that period of time, the biggest state income had been colected, and an important part of this income was invested in political policies addressed to the Venezuelan people.
[20] The Law no.2814 was enforced at 13 November 2009.

only by means that are relatively non-invasive methods such as seismic prospecting and drilling with depth. Participation criteria for licensing are based on competitiveness, costs, fees, royalties, and the government has the power of granting further exploitation contract in the North Sea, for example.

In order to obtain exploration rights to certain areas by invasive means (such as drilling deeper than 350 m), it will be necessary to obtain a separate license under section 3 of the Petroleum Law or section 4 of the Energy Act. Further, the licenses for both invasive and non-invasive exploration of the sea surface to obtain a CO2 bags can be guaranteed in accordance with Section 18 of the power law .

According to the Methodological Norms no.2814/2009 regarding offshore exploration - oil, gas storage and unloading gas, type clauses (The Offshore Exploration Regulations 2009)[21], exploration is made under license in search of oil in any area under the waterline or for establishing, maintaining plants in a controlled in order to explore. The rights granted by the license include prospecting and conducting geological studies by chemical and physical drilling to obtain geological information "area of operation", but does not include any right to drill a borehole at a depth greater than 350 m below the sea surface (article 3, paragraph 1). The rights granted license does not include the right to produce oil or drilling wells for oil production (article 3, paragraph 2). The license is granted for a period of three years and may be extended for another three years.

Performed exploration work is distinct from exploitation. Oil exploration works are not the subject of public works concession contract, but possibly represents a preliminary stage of exploration, without there being any specific elements matching the execution of public works[22].

Thus, petroleum operations means all activities on exploration, development and exploitation and abandonment of oil field, underground storage, transport and transit of oil in pipelines and operation of oil terminals. Through exploration and study means all operations are carried out for knowledge accumulation of petroleum geological conditions and the operating and assembly work on the surface for oil extraction.

On the other hand, in the PSA case, exploration is an intrinsic phase of the contract, it is exercising a minimum of three years which can be extended twice by two years, followed by a production of 25 years, with possibility of extending for another 25 years. However, PSA is not generally found among the contractual forms accepted in Europe.

Senegal

Article 3 section 4 c) of the Procurement Code[23] provides that contracting authorities may, without applying the procedures referred to in this code: purchase oil products intended solely for the use of government vehicles. *Per a contrario*, in other cases stipulated by the law, the principle of competition is respected and hence the award of contracts by tender.

4. Production - Sharing Agreements (hereinafter PSA)

PSA are some of the most common forms of contract on oil exploration and development in the field[24]. Through a PSA, the state, as owner of the mineral resources, instruct a foreign oil company usually from economically developed country (FOC) to provide technical and financial specific exploration and development operations. The state is

[21] The regulations entered into force in 13 November 2009, according to the Oil Law (1998) and Energy Law (2008).
[22] Antonie Iorgovan, *Tratat de drept administrativ*, Ed.C.H. Beck, Bucureşti, 2005, vol.2, p. 262-263.
[23] The Code of Public Procurements was adopted by the Decree no.2011-1048 from the 27th of July 2011.
[24] Kirsten Bildemann, *Production-Sharing Agreements-An Economic Analysis*, Oxford Institute for Energy Studies, 1999.

represented by the government or a national oil company (NOC)[25]. Contracting beneficiary company make a profit of some oil production in exchange for the risk taken for the services provided. The state, however, remains the owner of the oil produced and is entitled to participate in various aspects of exploration and development process.

The advantage of these contracts is that the state does not lose control of oil extracted, plus presenting all the features of an administrative contract. The big oil companies were initially opposed this type of contract, not wanting to invest in a business which were not allowed to control it and not wanted nor a precedent for concessions that were already in existence. Therefore, the first companies accepted the conclusion of such contracts were independent oil companies showing greater flexibility in obtaining a lower profit and compromise. PSA were first established in Indonesia and expanded globally in almost all oil exploration regions except Western Europe where only Malta offers this type of contract.

PSA has become such a formidable alternative to oil exploitation concession contract, borrowing some of its features, but coming to meet the requirements of the member's proprietary oil. The FOC has the full exploration risk, so if oil is not found, any compensation is excluded. Also, the foreign partner pays a fee (royalty) to the government for the benefit of exploration. If the country has a well developed mineral sector, stimulating exploration can be achieved by taking the risk of exploration - in part - by the government or the introduction of works or services in the contract , which is a new approach works and services contracts . So it was in the 70s in Peru and Bolivia for oil, in Indonesia for minerals respectively. PSA is used not only to carry out the works of oil, but the extraction of the ore. Foreign company shall bear the costs of exploration and feasibility risk in exchange for a portion of production if the association is successful.

With regard to mining rights, negotiating bilateral contracting is a method by which the government is addressed in order to obtain a concession for exploration, development and export of ore mining. The contract is made in exchange for a fee (royalty payment) from the company by the government. This type of contract favors the dealer, so it gaining control rights and mineral reserves, but also on production levels. Instead, he pays a fee but that is negotiable and may change according to predetermined contractual criteria (eg Abu Dhabi).

This type of contract - PSA originated in an attempt to regain control of state resources : the nationalization (Iran, Mexico), tax increases (Venezuela). Exceptions are the United States , as owner of the soil is the owner of the mineral resources of the subsoil.

Most African countries have taken the PSA system to the detriment of the concession (Nigeria, Angola, Gabon, Cameroon, Congo and Chad excluding). Nigeria recognizes the lease contract (Oil Mining Lease) granting exclusive rights to exploration, production, oil production and transportation for up to 1,295 km² for 20 years under a license for oil exploration. In PSA case, no license is required being included in the contract.

5. Conclusions

Invoking national interest, dispute over natural resources has increased in direct proportion to the increasing importance of these resources and inversely proportional to the decrease in quantity. A dull but intense battle at this point characterizes natural resources, especially of oil and mining of precious metals. Therefore, the power exerted on natural resources determines the ranking of countries of the world economic power and living standards of the population. Use of natural resources as an effective weapon in the economic consolidation became state policy and the expansion of exploration and exploitation in foreign lands required the development of complex regulations.

[25] For details reffering to the notion of "development", see.Iorgovan, *Tratat,* p. 262.

Within the framework of the complex natural resources field, the concession contract remains the main tool of obtaining benefits through their exploitation. On the other hand, exploiting implies also the protection of public interest.

These reasons provoked the need of a comparative analysis among the legislations of different countries regarding the oil and mining concession agreements. The purpose of the present research is to underline the importance of knowing how the institution of concession is regulated in different countries around the world and how the property of the natural resources – such oil and minerals – is understood within their legislation. This aim is achieved through presenting relevant aspects regarding the above mentioned issues, including a similar type of contract, which is used in some parts of the world: production sharing agreement.

We appreciate that the selection of the adequate tools in elaborating this legislation lead or not to the preservation of the natural resources in every state that owns them. And this preservation is the final and the most important aim that a state should follow, in the interest of its people and the future generations. This is the reason why the public interest should be a common criteria that must be taken into account in order for the Administration to decide upon the opportunity of operating the state's natural resources through concession agreements, in what terms and how to ensure the state control over the execution of contract. Therefore, the aim of the study is to shape an objective approach regarding the regulation of the institution of concession and its procedural aspects reffering to the protection of public interest and to the special status of the natural resources. Modern legislation and fair clauses within a concession contract would not be possible without the knowledge of what is happening around the world.

References

- Aileen Mc.Harg, Barry Barton, Adrian Bradbook, Lee Godden, *Property and the Law in Energy and Natural Resources*, Oxford University Press, 2010
- Terence Daintith, The Rule of Capture: The Least Worst Property Rule for Oil and Gas, Oxford University Press, 2010
- Katherine Southland, U.S.Electric Utilities: The First Public-Private Partnerships?, *Public Contract Law Journal*, Chicago 39 (2010)
- Ulf Hammer, Models for State Ownership on the Norvegian Continentat Shelf Property, Oxford University Press, 2010
- George Bermann, A Restatement of European Administrative Law: Problems and Prospects, Oxford University Press, 2010
- Adilson de Oliveira, *Brazil's Petrobas: Strategy and Performance*, Oxford University Press, 2010
- Yanko Marcius de Alincar Xavier, Legal Models of Petroleum and Natural Gas Ownership in Brazilian Law, Oxford University Press, 2010
- Leslie Lopez, Petronas – reconciliation tensions between company and state, Oxford University Press, 2010
- David Hults, *PDVSA from Independent to Subservience*, Oxford University Press, 2010
- Antonie Iorgovan, *Tratat de drept administrativ*, Ed.C.H. Beck, Bucureşti, vol.2
- Kirsten Bildemann, *Production-Sharing Agreements-An Economic Analysis*, Oxford Institute for Energy Studies, 1999