



[LOGO ..Y..]

**AGREEMENT FOR THE DELIVERY OF A STUDY OF  
THE HYDROCARBONS POTENTIAL IN [ PERIMETER]**

**BETWEEN**

**NATIONAL AGENCY FOR THE VALORISATION OF  
HYDROCARBON RESOURCES**

**“ALNAFT”**

**AND**

.....Y.....

## PREAMBLE

Considering: {the letter ref.} by which ...Y... expressed interest in carrying out a study of the hydrocarbons potential of the perimeter {the name of the perimeter} ;

Considering the work program and the schedule proposed by .....Y....., to be carried out as part of the study.

The Parties agreed on the following:

### 1. PURPOSE

The purpose of this Agreement is to:

- Define the terms and conditions under which ...Y... will conduct a study “Study” of the evaluation of the hydrocarbon potential of { the name of the perimeter } hereinafter designated “The Study Area”, as defined in the Appendix A of this agreement.
- Agree on confidentiality commitments that the Parties deem necessary to ensure non-disclosure to third parties of the data and information exchanged or generated in connection with the activities covered by this Agreement.

### 2. IMPLEMENTATION PROVISIONS

#### 2.1. Study

...Y... is committed, as of the entry into force of this Agreement, to carry out the Study with the content, scope and schedule of the work as defined in Appendix B of this Agreement.

At the end of the work, ...Y... will present a final report on the results of the Study containing, among other things, the deliverables defined in Appendix C of this Agreement.

Without prejudice to the following provisions of Article 2.2, ALNAFT will not be able to consider the Study as constituting a guarantee given by ...Y... that this Study is accurate, exhaustive or complete. It remains understood that ...Y... will not have any responsibility of whatsoever nature regarding the reliability and/or use of the Study by ALNAFT.

#### 2.2. Conducting operations

...Y... must carry out the Study and all operations under this Agreement at its own expense and risk, in the most diligent manner possible, in accordance with

the legislation and regulations applicable to activities governed by this Agreement, and in accordance with the norms and standards based on the best practice existing in the international oil industry.

### **2.3. Disclosure of data and information**

ALNAFT undertakes to make available, free of charge to ...Y..., after the signature of this Agreement, the available data concerning the Study Zone, defined in Appendix D of this Agreement. ...Y... will confirm, through a written notification to ALNAFT, the proper receipt of the data and the possibility of its use and exploitation for the purposes of the Study ("Reception Notification"). ALNAFT will assist ...Y... in obtaining the necessary approvals for the possible export of this data for the needs of ...Y...

### **2.4. Expenses**

...Y... responsible for all costs incurred in connection with the activities to be carried out in the context of this Agreement, including the work defined in Appendix B of this Agreement.

### **2.5. TRAINING**

...Y... undertakes to organize, at a location to be agreed between the Parties, (..) technical workshop(s) of no less than (...) days each one, for the benefit of ALNAFT's engineers. These workshops will include the techniques and methods used in the implementation of the Study and the findings obtained.

### **2.6. Study Review Meetings**

Parties will hold Study review meetings, to assess the progress of the Study. Meetings will take place in Algiers, at the premises of ALNAFT or any other location to be decided.

Evaluation meetings, about the progress of the Study, will take place every three (3) months during the period of Study.

## **3. CONFIDENTIALITY**

**3.1** All data, information, reports, exchanged and/or developed in the context of this Agreement, as well as the provisions of this Agreement ("Confidential Information") are considered confidential and cannot be disclosed without ALNAFT's written prior consent.

**3.2** ...Y... confirm and acknowledge that all rights relating to Confidential Information disclosed to them and provided by ALNAFT, are reserved for ALNAFT as the sole manager of this Confidential Information on behalf of the Algerian State.

**3.3** ...Y... agree that the Confidential Information to which they will have access, and the resulting Study, remains strictly confidential and therefore will not be sold, marketed, published or disclosed to anyone, including through photocopying or reproduction, and undertake to:

- Not disclose Confidential Information to any third party;
- Use the Confidential Information provided to them only as part of the Study cited above;

Without prejudice to the provisions of Articles 3.5 and 3.6 below, ...Y... cannot disclose to third parties the Confidential Information without obtaining the prior written consent of ALNAFT and the signature by those third parties of a confidentiality commitment at least as strict as that contained in this Agreement.

**3.4** Restrictions on the use and disclosure of the above Confidential Information will not apply to information that:

- a) is already known to the public on the date of their disclosure or will be made public by ALNAFT following the date of the signature of this Agreement, or
- b) is already known to ...Y... as a result of their internal written documents and which have not been communicated directly or indirectly by ALNAFT, or
- c) is developed by ...Y... independently of the Confidential Information provided by ALNAFT, or
- d) whose disclosure is required by:
  - i. any government authority that has the right under a legislative or regulatory text to request this disclosure, or
  - ii. by a recognized stock exchange authority, on which the shares of ...Y... or its Affiliates are listed.

**3.5** ...Y... may disclose such Confidential Information, without ALNAFT's prior and written consent, to an Affiliated Company (as defined below), provided that the Affiliated Company subscribes to a confidentiality agreement on the basis of the terms of this Agreement. A copy of the agreement signed by the Affiliated Company is given to ALNAFT.

It is understood by the term "Affiliated Entity" any entity that, directly or indirectly, through one or more entities, owns or is owned, at one hundred percent (100%), by ...Y...

**3.6** ...Y... has the right to disclose Confidential Information without prior written consent of ALNAFT, to the sole persons responsible for carrying out the Study, while raising awareness of the confidentiality of the information object to this Agreement, namely:

- a) employees, managers and directors of ...Y... or its Affiliates, directly involved in the completion of the Study;

b) any advisor, consultant or professional agent hired by ...Y..., or an Affiliated entity, to carry out the Study using the Confidential Information. However, prior to the disclosure of these Confidential Information to the persons mentioned in subparagraph (b) above, ...Y... must obtain in return a confidentiality commitment from each of these persons, at least as strict as that of this Agreement.

- 3.7** ...Y... will be responsible for ensuring that any person, to whom the Confidential Information would be disclosed pursuant to this Agreement, will keep such information confidential and will not disclose it to unauthorized persons or entities.
- 3.8** Due to the fact that ALNAFT discloses Confidential Information in good faith, ...Y... will not in any way consider the above provisions to constitute a guarantee given by ALNAFT that such Confidential Information is up to date, accurate, exhaustive or complete.
- 3.9** ...Y... undertakes to indemnify ALNAFT against any loss or claim, demand or liability of any kind resulting from ...Y...’s non-compliance with the obligations under Article 3 of this Agreement.
- 3.10** Confidential Information remains the property of the Algerian State that ALNAFT manages. ALNAFT may ask ...Y... to return the said Confidential Information on written notification. Thirty (30) days after receiving the notification, ...Y... must return to ALNAFT all the original Confidential Information and will destroy all copies and reproductions (in paper, electronic and digital format) in its possession and in possession of the persons who obtained this confidential information. Minutes attesting the destruction of all copies and reproductions (in paper, electronic and digital format) in its possession and in the possession of those who obtained this information, must be sent by ...Y... to ALNAFT.
- 3.11** Confidentiality commitments under the provisions of this Agreement remain in force even after the end of the Agreement for any reason.
- 3.12** ALNAFT declares that it has the right and authority to disclose Confidential Information to ...Y... ALNAFT will not provide any assurance as to the accuracy and completeness of the confidential information disclosed below, and ...Y... will expressly acknowledge the inherent risk of error that could be contained in the acquisition, processing, and interpretation of geological, geophysical or technical data.
- 3.13** This Agreement should not be construed as a means for ...Y... to have the right to exploit the confidential information in any project, except those directly related to the purpose of this Agreement.

#### **4. OWNERSHIP RIGHT**

The Study, the subject of this Agreement, as well as any document, support, presentation, result and final report are the property of ALNAFT. ...Y... has the right to use it for its own purposes, subject to the application of Article 3 of this Agreement.

#### **5. STUDY DELIVERY AND EXPRESSION OF INTEREST.**

- 5.1** At any time during the term of the Agreement (as may be extended pursuant to article 10 below), ...Y... may notify ALNAFT its interest to enter into a hydrocarbons contract on the Study Zone, indicating a work program proposal on.
- 5.2** For greater certainty, at the expiry of this Agreement, ...Y... will provide ALNAFT with the final study report, in accordance with Appendix C of this Agreement.

If during the term of this Agreement and two months later, ALNAFT receives an offer from a third party concerning all or part of the Study Zone covered by this Agreement, it will immediately inform ...Y... in writing, and in this case, the latter will be given a reasonable time to notify ALNAFT of a possible application.

- 5.3** If ALNAFT, technically and financially considers that the work program proposed by ...Y... is interesting, ALNAFT will invite SONATRACH for a review for possible participation of ...Y... in the contract(s) to be affected.
- 5.4** The provisions defined above are not intended to, and do not constitute in any way a binding agreement, or imposing a legal obligation to ALNAFT, SONATRACH or any other Algerian Authority, to grant an exclusive right to ...Y..., to participate in a hydrocarbons contract on the Zone of interest.
- 5.5** ALNAFT reserves the right to sign other agreements with other partners on all or part of the Study Zone.

## **6. DISPUTE RESOLUTION**

Any dispute arising from or relating to this Agreement, or resulting from its interpretation or application and which cannot be resolved amicably between the Parties within a period of ninety (90) days from the notification by one or the other Party of dispute, will be settled by the territorially competent Algerian courts.

## **7. APPLICABLE LAW**

This Agreement is governed by the Algerian law, including the Hydrocarbons Law No.19-13 of 11 December 2019, governing hydrocarbons activities, its implementing texts, as well as the Algerian legislation and regulations.

## **8. GENERAL PROVISIONS**

The present Agreement can only be amended by an amendment written and signed by ALNAFT and ...Y...

The purpose of the signing of this Agreement is not and cannot have the effect of forcing the Parties to sign any specific agreement, or more generally to constitute an offer or an acceptance by one of the Parties to enter into a future agreement with the other Party.

## **9. CONTRACTUAL DOCUMENTS**

This Agreement consists of this document as well as the following Appendixes:

- Appendix A: Study Zone Delineation.
- Appendix B: Work program to be completed.
- Appendix C: Final Report Deliverables.
- Appendix D: Listing of available data.

Appendixes A, B, C and D have the same mandatory legal value as this document, but the provisions of this Agreement will prevail over Appendixes in the event of contradictions or discrepancies.

## **10. TERM OF THE AGREEMENT**

This Agreement takes effect from its signing date and will remain in force for a period {agreed between the parties} from the Reception Notification in accordance with Article 2.3 above, unless the Parties agree to extend the duration of the Study for an additional maximum period {agreed between the parties}.

## **11. NOTIFICATIONS**

Any notification between the Parties regarding the implementation of this Agreement, to be valid, must be written in French and delivered by email, carrier or by a mail service or faxed confirmed by mail with acknowledgement, and appropriately addressed to the other Parties at the residence elected by each of them and indicated below. An oral communication is not a notification for the purposes of this Agreement and the telephone numbers are listed below only for convenience.

All notifications for the purposes of this Agreement are made at:

### **ALNAFT:**

Siege Chemin KADDOUS, lot G8, High site- Hydra – Algiers, Algeria

Fax: 00 213 (0) 23 23 08 08

For the attention of: Chairman of the Executive Committee.

...Y...:

Address:

Phone:

Fax:

For the attention of:

## **12. VALIDITY**

This Agreement, drawn up in the French language, will enter into force on the date of its signing by the Parties.

The agreement's translation into the English language appears for informative purposes only for ....Y... 's needs.

This Agreement is established in four (4) original copies.

Concluded in Algiers on.....

**For ALNAFT**

**For...Y...**