

**DILDAR ZEBARI**

## **Fundamental Issues of Oil Concession Contracts in Iraq**

### *Introduction*

The contract is one of the most important forms of legal act. It is a legal expression in which one conducts bilateral legal transactions at both the domestic and international level. Since the twentieth century states have interfered more in various areas of transaction such as economic, commercial and civil transactions are that at the domestic or international level.

The oil concession contract is one type of oil contract and is the oldest form of oil contracts. This contract started to appear at the beginning of the twentieth century<sup>1</sup>. The concession contract formed the basis of oil contracts. These led to the emergence of other types of oil contracts for example the oil joint venture contract, oil production sharing contracts and oil service contracts. Oil contracts are the states' contracts because the state is always a signatory to these contracts. Oil producing countries generally sign oil contracts with foreign natural persons and foreign companies. This contract is characterized by the parties not having a relationship of parity in their capacities. The oil contract is signed by the state as a subject of public law (or any corporation related to the government) and with a foreign natural person or foreign artificial person that are subjects to private law.

This paper will focus on oil concession contracts in Iraq. These contracts are strongly influenced by the political and economic conditions of oil-consuming and oil producing countries, variations in these.

In Iraq, the divergent political and economic circumstances have had an impact upon of the oil contracts and this was reflected in the oil contracts<sup>2</sup>. This paper provides an overview of oil concession contracts and other types of oil contracts will be examined in upcoming research papers.

---

<sup>1</sup> ALWAN MUHAMAD Y: *Al nizam al qanoni fi istithmar al nift fi dowel al arby*, title in English (the legal system for exploitation of oil in Arabic countries), first edition, Kuwait, faculty of law- Kuwait university, 1982, p36

<sup>2</sup> HENDI AHMAD H. K: *Al iqod imtyazalnafti we alhel minazatha*, title in English (concession oil contract and dispute resolution), Iskandaria- Egypt, Fatah for printing and publishing, 2013. p. 206.

This paper focuses on oil concession contracts from a legal and historical point of view. The following topics are discussed: definition of oil concession contracts, emergence of the oil concession contract, advantages and disadvantages of concession contracts, development of traditional concession contracts and the most important developments in oil concession contracts.

### *Definition of concession contracts*

A concession contract is a contract with different parties in terms of subject to private or public law so one party is subject to public law (a government of a host country) and the other one is subject to private law (an international or a national company). In concession contract a government gives the concession to a private subject to invest and work in the public sector for a certain period of the time in the host country. In return the private subject (the company) pays the government of the host country in cash or in kind or a percentage of the production profit<sup>3</sup>.

### *Definition of oil concession contracts*

The concession term has multiple meanings. It is very difficult to find an appropriate definition of what concession means. It is generally agreed that the term means exclusive rights are given to the concessionaire<sup>4</sup> with no competition<sup>5</sup>. In legal jurisprudence the concession is considered to be a method that is managed by public utilities<sup>6</sup>. Additionally this term is used by other areas of the law, such as civil, commercial and administrative<sup>7</sup>.

Oil concession contracts are states' contracts which foreign oil companies sign with the governments of the host countries. Alternatively the concession contract can be signed by representatives who conduct exploration, exploitation, exporting of oil production, development of oil fields and marketing<sup>8</sup>. Black's law dictionary defines the

<sup>3</sup> *Infrastructure concession contracts* an introduction, in: Viewpoint, 2/08/2008, p1. Available at <http://www.cuts-international.org/pdf/Viewpointpaper-InfrastrConcessContract-intro.pdf> by 20/12/2014

<sup>4</sup> OKUN DEANNA TANNER AND HILLMAN, JENNIFER A: *Impediments to Trade and Prospects for Liberalization*, in: Oil and Gas Field Services Investigation No. 332-444, March 2003, <http://www.usitc.gov/publications/332/pub3582.pdf>

<sup>5</sup> BEWIZ KHELOUD K. S: *Al iqod imtyaz al nafit we tetbiqaha, title in English* (concession oil contract and its implementation), Iraq, house of national documentary -university of Hadith, 2013. p. 70.

<sup>6</sup> MAJID HASHEM ABDUL: *Al shikl al qanoni we qewaidhy li gezib temyel al khadami, title in English* (legal form and its role to attract service funding), Riyaz- Saudi Arabia-Basam office for printing, p. 3.

<sup>7</sup> This is used in the civil law field where the creditor has right of royalty from debtors money. For more information have see Bewiz Kheloud K: ET, p. 72.

<sup>8</sup> WEHMAN, MUHAMAD B: *International administrative contracts*. Faculty of law, economic, social- university of Muhamad Alswesy, Research Available on Web [www. Marocdroit.com](http://www.Marocdroit.com) by 29-06-2012. p. 7.

concession contract as the "grant of special privileges by a government"<sup>9</sup>, with no competition and sharing with others<sup>10</sup>.

Professor Leboulanger has defined this contract as "The action issued by a state which granted the exclusive right to a foreign company for exploring and exploiting oil and gas in a particular area and for a specified period"<sup>11</sup>. This contract has been defined as a legal act by which the right of exploration, production and exploitation, during the contract time are given by oil producing countries<sup>12</sup>. According to concession contracts the foreign oil company has the right of absolute freedom to enjoy all the rights to the oil in return for payment<sup>13</sup>. The contracting parties agree the amount of the payment in the contract which is paid by the foreign oil companies to the host country<sup>14</sup>.

Others have defined the concession contract as the act by which, a state gives the exclusive rights of exploration of oil during the contract time in its region to a foreigner.<sup>15</sup> Sometimes this type of contract is referred to as the Tax and Royalty system, where the government of the host state gives a royalty to a foreign company or a group of foreign companies (consortium). These companies are generally foreign private companies or governmental companies. The royalty gives a license to extract the oil. Through this license the foreign company becomes the owner of the oil field and the production. The company also pays taxes and rent. In some contracts the host state becomes a partner with a foreign company.

### *Emergence of the oil concession contract*

#### *Emergence of the traditional oil concession contract*

The first concession right to oil was used in the United States in 1859 between Colonel Edwin, Darke, Titusville and Pennsylvania Oil<sup>16</sup>. The concession right then be-

<sup>9</sup> MACHMUD, TENGKU NATHAN: *The Indonesian Production Sharing Contract: An Investor's Perspective*. Kluwer Law International, 2000. p. 35.

<sup>10</sup> BEWIZ, KHELOUD K. Et, p. 70.

<sup>11</sup> LÉBOULANGER, PHILIPPE: *Les contrats entre États et entreprises étrangères, économique*. Cit, 1985 p. 14. No.34 Definition in French: "Un acte par lequel un État accorde à une entreprise étrangère le droit exclusif de rechercher et d'exploiter des Hydrocarbures sur un territoire et pendant une durée déterminé".

<sup>12</sup> CHISHOLM ARCHIBALD H.T: *Frank cass and company limited*. New York, 2006. The first Kuwait oil concession agreement a record of the negotiation 1911–1934.

<sup>13</sup> MAHMUD T. NATHAN: *The Indonesian Production Sharing Contract: An Investor's Perspective*. Kluwer Law International, 2000. p. 35.

<sup>14</sup> HENDI AHMAD H. K: Et, p. 208.

<sup>15</sup> HADAD HAFIZ: *Al iqod beyn al dwal we al aganib, title in English* (the contracts between states and foreigners) Syria-Halab, publisher of legal Halab, 2003. p. 175.

<sup>16</sup> JALO ISMAILA. P: *The rights to explore for and exploit petroleum, what manner of award of rights is best suited for the Iraqi petroleum industry?* 2012., available at [https://www.google.hu/url?sa=t&rcct=j&q=&esrc=s&source=web&cd=2&ved=0CCcQFjAB&url=http%3A%2F%2Fwww.dundee.ac.uk%2Fcepmplp%2Fgateway%2Ffiles.php%3Ffile%3Dcepmplp\\_car16\\_27\\_150784601.pdf&ei=QgFMVaqLYiGzAPvr4EI&usg=AFQjCNEZdML\\_TxLkyT9KdNAHCL5QwApu5w&sig2=dnRbvurjpmcvRyPsKNIh2g&bvm=bv.92765956,bs.1,d.ZGU&cad=rja](https://www.google.hu/url?sa=t&rcct=j&q=&esrc=s&source=web&cd=2&ved=0CCcQFjAB&url=http%3A%2F%2Fwww.dundee.ac.uk%2Fcepmplp%2Fgateway%2Ffiles.php%3Ffile%3Dcepmplp_car16_27_150784601.pdf&ei=QgFMVaqLYiGzAPvr4EI&usg=AFQjCNEZdML_TxLkyT9KdNAHCL5QwApu5w&sig2=dnRbvurjpmcvRyPsKNIh2g&bvm=bv.92765956,bs.1,d.ZGU&cad=rja) by 14/12/2015

came very popular from the first quarter of the 20th century when developing countries were ruled by the old colonialism, particularly in the Middle East<sup>17</sup>. The first concessions were given to British and French oil companies, due to the fact that most of oil producing countries in the Middle East was colonized by France and Great Britain at that time<sup>18</sup>.

During this time oil concession contracts were intrinsically linked to political, economical, social circumstances. In particular those contracts which were signed between colonized countries and big petroleum companies between the two world wars. Colonizers intervened to support their companies by using power and putting pressure on oil producing countries forcing them to accept all of the contractual conditions<sup>19</sup>.

After the collapsing of the Ottoman Empire in 1918, Iraq was awarded to the British Empire in 1920 by the League of Nations. Therefore, Iraqi national resources – including oil – became controlled by the British Empire<sup>20</sup>, so Iraq was under military and political control of the British Empire till 1932<sup>21</sup>. This was most obvious when the British government, in 1925 used pressure to force the Iraqi government to sign an oil concession contract with the Turkish Petroleum Company (TPC) concerning the oil field of Baba Gargar for 75 years. They also concluded two other concession oil contracts with the Mosul and Basra oil companies in 1932 and 1938<sup>22</sup>. The reason for the British supporting the TPC was that Great Britain gained a 50% share of the national bank of Turkey and according to rule of the TPC the concession was held by the British, in order to obtain oil concession contract from Mesopotamia (which is now known as Iraq). Later these three companies were united into one company which was called the Iraqi Petroleum Company. A Iraqi Petroleum Company covered the oil production for the whole Iraqi territory<sup>23</sup>. The contract stipulated that, the foreign oil company had to pay only 4 shillings<sup>24</sup> for each ton of exported crude oil to the Iraqi government (each ton equals more than seven barrels of crude oil<sup>25</sup>)<sup>26</sup>. In order to get Iraq to sign these contracts the British government used threats. One of these threats was that the British would separate the Iraqi city (Mosul) from Iraq and would annex it to Turkey, if the government of Iraq did not agree to sign the traditional oil concession contract with a Turkish oil com-

<sup>17</sup> Ibit.

<sup>18</sup> ALWAN MUHAMAD Y Et, p. 37.

<sup>19</sup> BEWIZ KHELOUD K, Et, p. 77.

<sup>20</sup> ZEDALIS REX J: *The Legal Dimensions of Oil and Gas in Iraq: Current Reality and Future Prospects*. Cambridge University Press, 2009. p. 4.

<sup>21</sup> ATTAR SAMAR: *Debunking the Myths of Colonization: The Arabs and Europe*. University Press of America, 2010. p. XVII.

<sup>22</sup> ZEDALIS REX J: Et, p.

<sup>23</sup> Ibit.

<sup>24</sup> Shilling was the British empire's currency, 20 shilling was one British pound sovereign, available on [http://members.peak.org/~jeremy/dictionaryclassic/tables/money\\_uk.php](http://members.peak.org/~jeremy/dictionaryclassic/tables/money_uk.php)

<sup>25</sup> *Barrels of Crude Oil per Metric Ton (Barrels of Crude Oil per Metric Ton)*, in: Independent and analysis U.S- Energy information administration, 2012, available at <http://www.eia.gov/cfapps/ipdbproject/IEDIndex3.cfm?tid=94&pid=57&aid=32> by 20/12/2015

<sup>26</sup> Archive Brill: *Introduction to the Modern Economic History of the Middle East*, E. J. Brill, Netherlands, 1964. p. 259.

pany<sup>27</sup> The reason for this move was because the company was controlled by the British at the time of Ottoman Empire<sup>28</sup>. It is also important to mention that oil producing countries did not have a system of law to apply to all various and complicated aspects of the oil industry at that time. All of these combined factors contributed to the emergence of oil concession contracts<sup>29</sup>.

### *Affects of early oil concession contracts – the host country's perspective*

#### *Advantages of oil concession contracts*

First, a concession contract helps oil producing countries to discover the oil for the first time. For example in Iran 1908 and Iraq 1923 the oil has been discovered by IOCs and despite of many criticisms on the content of the contracts (imbalance of the rights and obligations of the contractors) these countries have been gotten many benefits later on. Also almost all OPCs in the Middle East were not able to do the discovery by themselves without any help from IOCs because of many reasons such as, the OPCs had poor financial and professional conditions and most importantly, they did not have the power to explore the oil since they were colonials<sup>30</sup>.

Second, international oil companies pay high taxes and bring technology into the host countries<sup>31</sup>. Also in a concession contract, international oil companies help the host countries economically through pay in cash sometimes. Thus, in financial crisis, the private sector helps the host countries to invest<sup>32</sup>. In addition, some think that there are advantages of oil concession contracts for a short period of time<sup>33</sup>. It is also argued that these kinds of contracts are beneficial for the new oil producing countries because the exploration, production and developing of an oil field for the first time requires substantial resources. In fact, most benefits are accrued by the international oil companies because international oil companies own the oil without host countries having any control of the processes from the discovery time till the selling of the oil<sup>34</sup>.

---

<sup>27</sup> ASHOSH AHMAD A: *The legal system for oil agreements in Arabic countries*. Arabic Nahza press, Qahira-Egypt, 1975. p. 17.

<sup>28</sup> CARRINGTON ANCA: *Iraq: Issues*. Historical Background, Bibliography, Nova Publishers, 2003. p. 146.

<sup>29</sup> ALWAN MUHAMAD Y.: Et, p. 251.

<sup>30</sup> YAHYA ALSAMAAN: *Evolution of the contractual relationship between Saudi Arabia and Aramco*, in: *Journal of Energy & Natural Resources Law*, Vol. 12, Issue 2 (May 1994), v12 J. Energy and Nat. Resources L. 257 (1994), p. 257–258.

<sup>31</sup> ZIEGLER, JOHN: *Dangers of Municipal Concession Contracts- A New Vehicle to Improve Accountability and Transparency*, 40 Pub. Cont. L.J. 571 (2010–2011)

<sup>32</sup> Ibit.

<sup>33</sup> GUACH J. LUIS: *Granting and Renegotiating Infrastructure Concessions: Doing it Right*. World Bank Publications, 2004. p. 108.

<sup>34</sup> JALO ISMAILA P.: Et p. 567.

Third, the government of the host country easily gets its revenue from an international oil company in an oil concession contract just directly after the production or selling and it is a fixed profit without any risk<sup>35</sup>.

Finally, a concession contract is not a complex contract so it is easy to understand if you compare to other international oil contracts, because in concession contract the parties do not work together so there is just an IOC which has all rights and do all oil industry operations<sup>36</sup>.

### *Disadvantages of oil concession contracts*

First, the decision of developing oil fields and discovery, exploration, production and selling were the exclusive rights of foreign oil companies. These companies controlled many oil fields in oil producing countries. As mentioned above in the case of Iraq, the oil fields of an entire state would be under the control of foreign oil companies.

Second, these contracts were concluded for a very long period of time, sometimes for more than 75 years. For example the oil concession contract between the King of Iran and the British millionaire (William Knox Darcy) in 29 March 1901 gave concession rights to William Knox Darcy's company to conduct exploration, exploitation, transportation and selling, these rights continued for sixty years.<sup>37</sup>

Third, there was no pressure or punishment on the foreign oil companies by oil producing countries, if they did not develop the oil field or did not produce oil at all. This was due to the fact that there were no such contractual obligations on international oil companies. Therefore, sometimes international oil companies did not produce oil at all because at that time the oil price in the world market was not high as it currently is<sup>38</sup>. (At that time one barrel was sold for only two US dollars or less<sup>39</sup> while in 2014 one barrel was sold for more than 100 US dollars<sup>40</sup>). Therefore, at that time foreign oil companies did not work very hard to develop an oil field and produce oil. Despite this, oil producing countries only had the right to receive a very limited amount of money for each ton of oil produced by foreign oil companies<sup>41</sup>.

Fourth, the foreign oil companies were the owners of the production of crude oil. Therefore, the foreign companies had divorce rights on the production<sup>42</sup>.

<sup>35</sup> OpenOil Online Curriculum: Governance (2012), available from <http://openoil.net/wp/wp-content/uploads/2012/02/contracts-reading-material.pdf> by 8/2/2015

<sup>36</sup> Ibit.

<sup>37</sup> LABBAN MAZEN: *Space, oil and capital*. Routledge, 2008. p. 145.

<sup>38</sup> BINDEMANN KIRSTEN: *Production-Sharing Agreements: An Economic Analysis*. Oxford Institute for Energy Studies, WPM 25, October 1999.

<sup>39</sup> LUONGO PAULINE J.-WEINTHAL ERIKA: *Oil Is Not a Curse: Ownership Structure and Institutions in Soviet Successor States* Cambridge Studies in Comparative Politic. Cambridge University Press, 2010. p. 190.

<sup>40</sup> Average prices for OPEC crude oil from 1960 to 2014 (in U.S. dollars per barrel), Available at <http://www.statista.com/statistics/262858/change-in-opec-crude-oil-prices-since-1960/>

<sup>41</sup> BINDEMANN KIRSTEN: Et.

<sup>42</sup> ISMAIL JUDGE MOHAMED: *Globalization and New International Public Works Agreements in Developing Countries: An Analytical Perspective*. Ashgate Publishing, Ltd., 2013. p. 13.

Although, some scholars think that oil concession contracts are (zero-sum) meaning that one party has more advantages than the other so there are no equal benefits between the parties<sup>43</sup>. However, others think that both parties can have benefit from this contract because oil concession contracts are flexible contracts so some time the parties can modify the contract later on. For example in the Middle East and North Africa when OPCs enjoyed their full independency of the colonization OPCs imposed high taxes on IOCs in order to have enough profit to get more or less similar to what IOCs get from the oil concession contracts. Therefore, it seems that oil concession contracts are normal contracts like other oil contracts but when OPCs in Middle East signed their oil concession contracts for the first time were colonials so they were weak to draft the contracts for their countries' interest<sup>44</sup>.

#### *Development of early concession contracts*

Development of concession contracts began to replace the system of traditional concession contracts, with the decline of colonization. The traditional concession contracts were considered as relics of foreign colonization. Therefore, these contracts faced many criticisms as mentioned previously by oil producing countries. As a result a new vision of concession contracts was formed<sup>45</sup>.

In 1930, a few oil producing countries started to share the profit with foreign oil companies on oil production. For example, host countries and the foreign oil companies agreed that the host countries have the right to a royalty of around 12.5% of the oil production and then they would agree about profit-sharing<sup>46</sup>. At that time, it was common for each party to have a 50% share in production profit. This new system of concession contract was called the Tax and Royalty system. The governments of the host country gave to the foreign oil companies the license of mining and in return the foreign oil companies paid rent and taxes and also had a share of the profit of the production for being the host country<sup>47</sup>.

From the beginning of the 1950s some oil producing countries in the Middle East, started to re-negotiate their oil contracts in order to renew or to change the conditions. Saudi Arabia changed its oil contract from being a traditional concession contract to a new concession contract. According to its old contract Saudi Arabia had received 21% of the share production of one barrel of oil. While, in the new Saudi Arabian oil contracts, the bond interest was 50 % for the Saudi government and the same percentage for

---

<sup>43</sup> GEORGETA DINU CATALINA: *Oil and mining concession in European perspective*. vol2, issue 1, 2013, p. 88. Available at <http://www.businesslawconference.ro/revista/articole/an2nr1/12%20Dinu%20Catalina%20EN.pdf> by 10/12/2014

<sup>44</sup> Ibid

<sup>45</sup> ING JULIE: *Production sharing agreements versus concession contracts*. 20-5-2014, available at <http://www.touteconomie.org/afse2014/index.php/meeting2014/lyon/paper/viewFile/382/205> by 13/12/ 2014

<sup>46</sup> *Ibpus.com and USA International Business Publications*, in: World Strategic and Business Information Library, Int'l Business Publications, 2007, p 86.

<sup>47</sup> CELASUM MERIB: *State-Owned enterprises in the Middle East and North Africa: Privatization, Performance, and Reform*. American University in Cairo Press Series, American Univ. in Cairo Press, 2006. p. 110.

the foreign oil company. At the same time, the foreign oil company also had to pay tax to the Saudi government. Later, Iran also followed the same system as in Saudi Arabia<sup>48</sup>.

Iraq also introduced a new system of concession contracts. The oil producing countries took advantage of the changing political, economical and social circumstances and the shifting of power after the Second World War. The modification of oil contracts were more favorable for the oil producing countries and reached their highest level. For example in Iraq, a larger share of the profit of production (55%) remained with the government and just 45% went to the foreign oil company. The most important developments of oil concession contracts were the following:

*a) The system of equal profit*

The equal share system was the most important modification which occurred in the system of early oil concession contracts. In 1952, Iraq issued legislation imposing a profit tax on international oil companies, (at a rate of 50%) of production profit with the Mosul and Basra Oil Companies<sup>49</sup>.

*b) Changes to the royalty system*

After the application of the equal profit system, a problem connected to the application of the royalty appeared. The following question was raised: does the royalty include fifty percent of its share with regards to the foreign oil company's production profit?

In order to address and resolve this issue a conference was held in 1964 by the Organization of Petroleum Exporting Countries (OPEC) in Jakarta, Indonesia. In its resolution No. 49 countries agreed that the royalty is a part of the cost of production and it is not the part of the profit share of the contracting states<sup>50</sup>.

*c) The system of abandonment of unused space*

Abandonment of unused space means a physical limitation of the concession area. Reduction of concession areas may be introduced either gradually or instantly after a certain period of time. In Iraq it happened at instantly in domestic law on 11 December 1961, when a public act entered into force (Act 80 of 1961), which played a major role in reducing the concession areas. The law, IPC obliged parties to relinquish its 99.5% of the concession area<sup>51</sup>, and to maintain only those areas which were actually used for oil production purposes<sup>52</sup>.

<sup>48</sup> Bindemann Kirsten, ET

<sup>49</sup> NAIRN A. E, ALSHAHAN A. S: *Sedimentary Basins and Petroleum Geology of the Middle East*. Elsevier, 1997. p. 471.

<sup>50</sup> PARRA FRANCISCO: *Oil Politics: A Modern History of Petroleum*. B.Tauris, 2004. pp. 104–105.

<sup>51</sup> MIKESSELL RAYMOND: *Foreign Investment in the Petroleum and Mineral Industries: Case Studies of Investor-Host Country*. Relations, Routledge, 2013. p. 228.

<sup>52</sup> CARRINGTON ANCA: ET, p. 146.



In 1961, public law no (80) of Iraqi domestic law, Iraq regained 99.5% of its land from the foreign oil companies (IPC, BPC, and MPC). At that time the British colonization of Iraq resulted in forcing the Iraqi's to sign concession oil contracts with three companies and according to these contracts, the companies was allowed to control large areas of Iraqi land as fraudulent excuse of oil production<sup>53</sup>. In 1967, article number (97) of Iraqi law; the Iraqi government prohibited the national oil companies from using a system of concession oil contracts with international oil companies. Instead of this, national oil companies were given the right to participate with foreign oil companies through other types of oil contracts provided by law but not oil concession contracts<sup>54</sup>.

Nowadays, oil producing countries do not use concession contracts in their interactions with foreign oil companies and if they do it is only very narrow circumstances. For now the practice of concession contracts are considered to be a remnant of colonial domination<sup>55</sup>.

### Conclusion

Oil contracts in general are considered to be important contracts because they are states' contracts. Additionally oil contracts are of high interest for the whole population of oil producing countries due to the fact that sometimes it is the only revenue available for them such as in Iraq. Therefore, oil contracts are essential from a strategic point of view and thus, face many difficulties. History shows that oil concession contracts are in favor of the foreign oil companies because these are long term contracts and foreign oil companies become the owners of the oil field and the production. Oil concession contracts are the oldest type of oil contracts in the world and there are some reasons for this. One explanation is that most of the oil producing countries at the time of the discovery of oil was colonies. It is for this reason that the type of oil contract served the foreign oil companies' interest. At this time most of the foreign oil companies working in the Middle East belonged to the colonize countries.

According to the research conducted, it seems that this type of oil contract has undergone changes. This is particularly notable of the period between the two world wars, because at that time the balance of power across the world was changing and colonies started to rid themselves of colonization gradually. Oil contracts evolved from the traditional concession contracts where the host country had no right to its oil and only receiving a limited amount of money. Later on, starting from 1930 onwards some oil producing countries changed their traditional oil concession contracts and started to receive a share from foreign oil companies from the oil production, additionally foreign oil companies also started to pay tax and royalty to host governments.

---

<sup>53</sup> ZEDALIS REX J: Et, p. 8.

<sup>54</sup> LUONG J. PAULINE and WEINTHAL ERIKA Et., p. 206.

<sup>55</sup> ABDULMAJID SAMI: *Al bahith manshor fi al migala al almya we iqtisadya*, title in English (research publisher at magazine of science and economic) Faculty of Economy and Management, no (22), Iraq, University of Basra-Iraq, 6-11-2008, pp. 83-84.

## DILDAR ZEBARI

## AZ IRAKI OLAJKONCESSZIÓS SZERZŐDÉSEK ALAPKÉRDÉSEI

## (Összefoglalás)

A Közel-Kelet országainak gazdaságát alapvetően határozza meg a területükön található kőolaj exportálásából származó bevétel. Közvetett módon a világgazdaság energetikai bázisát jelenti a kőolajat exportáló országok területén található kőolajkincs. E kőolaj feltárására, kitermelésére, szállítására vonatkozó szerződések ezért alapvető fontosságúak a közel-keleti országok számára.

A mai napig négy olajszerződés-típus alakult ki: az olaj-koncessziós szerződés, az egy jogalanyban megnyilvánuló közös vállalkozás olajszerződése, a szolgáltatási szerződés és a kitermelési fázisokat felosztó olajszerződés. Ez a tanulmány az időben elsőként kialakult olajkoncessziós szerződések történeti jellegű áttekintésére fókuszál. A kőolajkincs felfedezése arra az időszakra esett, amikor Irak a Brit Birodalom gyarmata volt. E tényből következett, hogy a koncessziós szerződések alanyai (egy, a Brit Birodalom befolyása alatt álló vállalt és a szintén függő helyzetben lévő iraki kormányzat) között nem volt valódi mellérendeltség. Ez oda vezetett, hogy e szerződések rendkívül alacsony ellenértéket határoztak meg az iraki állam részére. A koncessziós szerződések ezért nem jó emlékek örvendenek nemcsak Irakban, hanem más hasonló helyzetben lévő közel-keleti országokban sem. E történeti tény jelentősen befolyásolta más olajszerződések kialakulását a térségben.