

Contracts and licenses

Requirement 2.4

Guidance note

2023 EITI Standard

This note has been issued by the EITI International Secretariat to provide guidance to implementing countries on meeting the requirements in the EITI Standard. The International Secretariat would like to thank Dr Don Hubert for his contributions to this note. Readers are advised to refer to the EITI Standard directly, and to contact the International Secretariat to seek further clarification. Contact details can be found at www.eiti.org.

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Introduction

Contract disclosure is a crucial element of natural resource governance. It helps combat corruption, mobilise revenues, build trust and secure fair deals. By making the rules and terms governing extractives projects transparent, contract disclosure enables citizens to evaluate whether their country is receiving a fair share of benefits from its natural resources.

Publishing contracts provides insight into expected government revenues and company obligations, including environmental and social responsibilities. This transparency enables citizens to hold companies and governments accountable for non-compliance. It is also essential for informing strategies on energy transition, particularly when evaluating the distribution of risks and rewards in legal and fiscal terms.¹

Contract transparency strengthens governance by ensuring that all government agencies have access to the same information about companies' financial and non-financial obligations. For companies, disclosure reduces reputational risks, builds trust and strengthens their social license to operate.

[Requirement 2.4](#) of the EITI Standard requires that countries fully disclose any contracts and licenses that are granted, entered into or amended from 1 January 2021. This is intended to provide greater public understanding of how extractive operations are managed and their expected contribution to the country. The requirement further aims to ensure that contract disclosure is contributing to stakeholders' ability to monitor compliance with contractual obligations.

This note explains Requirement 2.4 and key concepts related to contract transparency. It offers practical guidance to multi-stakeholder groups (MSGs) on disclosing contracts, including steps to address barriers. It supplements the EITI's [policy brief](#) on contract transparency.²

For a checklist of suggested activities to integrate contract disclosure into EITI work plans, see Annexe A. For a list of common challenges and frequently asked questions related to contract disclosure, see Annexe B.

KEY QUESTIONS ADDRESSED BY CONTRACT TRANSPARENCY:

1. Which companies are operating in the country and what are the terms on which their oil, gas and mining activities take place?
2. Are companies complying with their legal and fiscal obligations? Is the government effectively enforcing the rules?
3. What subsidies and tax incentives are being awarded to extractive companies?
4. Do companies benefit from stabilisation clauses?
5. What social, environmental and health and safety obligations are placed on companies to protect communities and the environment? Do contracts include local content provisions, community consultation requirements, and community development agreements?
6. How are risk and reward distributed between the state and the private sector?

Overview of steps

STEPS	KEY CONSIDERATIONS
Step 1: Agree on objectives and an action plan for contract disclosure	<ul style="list-style-type: none"> • How does contract disclosure align with broader sector reforms? • How can contract transparency support national efforts to fight corruption, strengthen domestic resource mobilisation and support national commitments on energy transition?
Step 2: Engage key stakeholders and build capacity	<ul style="list-style-type: none"> • Which stakeholders can champion contract transparency? • Which agencies and company representatives are involved in contract disclosure? • What activities are needed to build capacity?
Step 3: Produce and publish a list of all active contracts	<ul style="list-style-type: none"> • What constitutes extractive contracts in the country? • Which annexes are relevant?
Step 4: Understand the current state of contract disclosure and address legal and practical barriers	<ul style="list-style-type: none"> • Which contracts are already disclosed or could be disclosed? • Are there legal and practical barriers to disclosure? What can be done to address them? • Which government entity monitors contracts?
Step 5: Disclose contracts	<ul style="list-style-type: none"> • How can contracts be systematically published? • What resources are needed to ensure timely and accessible disclosures? • How can comprehensibility and accessibility of disclosures be improved? • What are the material exploration contracts that should be published? • How can the MSG ensure that all production contracts entered into and executed after 1 January 2021 have been published?

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| | <ul style="list-style-type: none">• What is the MSG's mechanism for tracking amendment to make sure that amended contracts are published? |
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Key concepts

Contracts and licenses

Governments, acting on behalf of citizens, enter into agreements with companies to exploit natural resources. These agreements, known as contracts, licenses, concessions or permits, grant companies the right to extract resources in exchange for a share of the profits.

Under EITI Requirement 2.4, a contract is defined as the full text of any agreement setting out the terms for exploiting oil, gas or minerals. A license refers to the full text of any license, lease, title or permit granting rights to exploit these resources. Each country has different types of agreements, with some applying individually negotiated contracts and others using standard terms across agreements.

Regardless of the type of agreement, MSGs are responsible for determining the full scope of production contracts and licenses that should be disclosed. With respect to exploration contracts and licenses, MSGs should discuss what should be disclosed, based on materiality and practicality. The requirement applies equally to countries that operate under a license regime, where contracts typically have uniform stipulations.

Types of agreements

Various types of agreements are used across countries and industries. Common examples include:

- **Production sharing agreements (PSA):** The state grants a company the exclusive right to explore and produce oil and gas in exchange for a portion of the production. The company provides financial and technical resources, while the state retains ownership of the resources.
- **Concessions:** In some jurisdictions, companies are granted full ownership of the production, subject to royalties and taxes, and proprietary rights over the contract area.
- **Licenses:** In some countries, terms are embedded in legislation and do not vary between contracts (e.g. Germany, Norway, UK, Zambia).

Although these agreements differ in structure, they all regulate resource extraction. Some agreements also combine multiple elements from different types.

Petroleum contracts are typically signed before exploration begins, and they include provisions on exploration and relinquishment. Mining contracts, on the other hand, are usually signed after discovery, focusing on the project lifecycle from development onwards.

Terms attached to the exploitation of oil, gas and minerals

Contracts and licenses contain key provisions that outline the fiscal and operational terms governing the extraction of natural resources. These terms guide the relationship between companies and governments and influence the project's financial, social and environmental impact.

Key terms typically include:

- **Preliminary provisions:** Details such as the contracts's execution date, the parties involved and the reasons for entering into the contract;
- **Fiscal terms:** Royalties, fees and production-sharing arrangements;
- **Non-fiscal terms:** Social obligations, environmental commitments and plans for rehabilitation or decommissioning;
- **Administrative provisions:** Reporting obligations, inspection rights, force majeure clauses, stabilisation clauses, and dispute resolution mechanisms.

MSGs can be guided by EITI Requirements, including fiscal terms (Requirement 2.1), state participation (Requirement 2.6), exploration (Requirement 3.1), production (Requirement 3.2), infrastructure and barter agreements (Requirement 4.3), transportation revenues (Requirement 4.4), transactions related to SOEs (Requirement 4.5), subnational payments (Requirement 4.6) and social and environmental payments (Requirement 6.1). They may also be guided by encouragements relating to the term of the sale of the state's share of production (Requirement 4.2.c) and environmental, social and gender impact assessments (Requirement 6.4.b).

Annexe C presents a list of typical contract provisions.

Full text of contracts and licenses

The EITI Standard requires the full text of all contracts and licenses to be disclosed without exceptions. Redactions or omissions due to commercial sensitivity or confidentiality will prevent the country from meeting the EITI's disclosure requirement (see Steps 4 and 5). Publishing contracts in full helps avoid misunderstandings, misrepresentation or mistrust that may arise from incomplete or inaccurate summaries.

Annexe D presents a framework for identifying agreements, plans and assessments. Annexe E provides a typology of agreements and documents relevant to the implementation of Requirement 2.4.

Annexes, addenda and riders

Annexes, addenda and riders are supplementary documents attached to contracts. Some contracts explicitly append, and refer to, additional documents that are considered integral to the agreement. These can include site maps, accounting procedures, details of the project cycle, takeover procedures, management procedures, guarantees and feasibility studies.

MSGs must determine which documents should be classified as annexes, addenda or riders, taking into account national stakeholder demand and the country context. If there is uncertainty about which documents fall into these categories, MSGs should request disclosure from the contracting parties to ensure full adherence to Requirement 2.4 (see Step 1).

Annexe F presents examples of common documents included as annexes, while Annexe G lists country examples of annexes, addenda and riders.

Alteration or amendment

Any revisions to the terms of a contract, including changes to the parties involved, must be fully disclosed. The EITI Standard does not distinguish between substantial or minor amendments—any alteration or amendment must be published to meet disclosure requirements. Under Requirement 2.4, amendments should trigger the disclosure of the full contract that has been amended, not just a disclosure of the amended provision.

Some projects may have additional agreements, documents or policies that clarify, decrease or expand exploitation rights, even if they are not formally labelled as amendments. These should be disclosed under Requirement 2.4. Similarly, contracts for associated projects—such as transportation, processing or infrastructure—that alter the original exploitation rights should also be disclosed. It should be noted that Requirement 4.3 of the EITI Standard requires countries to disclose infrastructure and barter agreements, where such agreements provide a substantial portion of government benefits from extractive projects.

Annexe H presents examples of agreements that alter exploitation rights.

Policy on contract disclosure

In some countries, contract disclosure policies are established through constitutions, laws or regulations or public commitments made by senior government officials. Findings from EITI Validations show that countries with clear policies are more effective in implementing this requirement. MSGs should review the official policy and its practical application, documenting any inconsistencies.

How to implement Requirement 2.4

Step 1: Agree on objectives and an action plan for contract disclosure

It is important for all stakeholders in the MSG to understand the benefits of contract disclosure. The overall objective of Requirement 2.4 is to ensure the public accessibility of all licenses and contracts underpinning extractive activities (at least from 2021 onwards) as a basis for the public's understanding of the contractual rights and obligations of companies operating in the country's extractive industries. The requirement further aims to ensure that contract disclosure is contributing to stakeholders' ability to monitor compliance with contractual obligations. When agreeing on objectives, the MSG could consider how contract disclosure links to broader reforms, such as reducing corruption, increasing tax revenues, and monitoring environmental and social obligations.

Possible objectives include:

- Understand fiscal terms in contracts to better project national and subnational revenue flows;
- Enable citizens and oversight bodies to monitor compliance with legal obligations in contracts;
- Clarify the state's legal rights and obligations, including cost auditing, stabilisation clauses, and revenue allocations to local governments or communities;
- Address reputational risks for companies;
- Ensure access to contractual precedents for future negotiations;
- Assess the impact of contract terms on broader strategies, such as energy transition plans.

The MSG is required to integrate contract disclosure plans in their annual work plan, and the objectives above could help guide these efforts. The MSG is expected to agree and publish a plan for disclosing contracts with a clear timeline and actions to address any barriers to comprehensive disclosure. The plan should be fully costed, identifying staff and funding needs, and include measures to address funding gaps. MSGs should also set measurable targets and clarify immediate and long-term reforms (e.g. legal amendments) required for implementation.

CASE STUDY

Papua New Guinea: 2021 work plan objectives

In its 2021 work plan, the Papua New Guinea EITI (PNGEITI) MSG outlined how it intended to use contract disclosure to strengthen revenue collection by enabling government agencies, such as tax authorities and regulators, to monitor compliance with laws and contractual obligations:

“Objective 4: Strengthen revenue generation and collection that is consistent with government policy setting and national development priorities

...Key government agencies [...] should monitor and ensure that companies involved in the extractive sector comply with existing laws, project agreements or other contractual obligations. The current practice of investments in this sector lacks transparency as details on project agreements, fiscal arrangements and such contractual details are not publicly available.”

Source: PNGEITI (2021). [“PNGEITI 2021 Work plan”](#).

Step 2: Engage key stakeholders and build capacity

Achieving full contract transparency requires commitment of high-level officials and technical staff in government and industry. The MSG should identify challenges in securing commitment and adopt strategies to address them, such as developing a stakeholder engagement plan. Aligning contract disclosure with government and company objectives is key, and civil society can also play a role in advocating for transparency and highlighting specific contracts or terms that should be made public.

In engaging stakeholders, the MSG could identify:

- Champions of contract transparency
- Potential blockers and effective communicators (including media)
- Drivers of related reforms (e.g. anti-corruption actors),
- Technical assistance providers and responsible government officials (e.g. contract repositories).

Legal advisers are often key players in discussions about legal barriers. The MSG may wish to ensure that they engage with all relevant agencies involved in awarding and monitoring contracts, which may be housed in different ministries.

Contract transparency should contribute to better sector governance, which requires that stakeholders understand and analyse contractual stipulations with a view to monitoring compliance. MSGs could consider capacity-building activities that align with this objective. For example, if the goal is to improve revenue collection, the MSG could organise workshops on understanding fiscal terms in contracts.

CASE STUDY

Cameroon: Stakeholder engagement in contract disclosure

In December 2019, the Cameroon EITI MSG created a working group on contract transparency. The group was tasked with developing a plan to address obstacles in disclosure and propose new regulations in line with EITI Requirement 2.4. The plan included a roundtable involving government, companies and civil society to strengthen the commitment to contract transparency. It also included regular capacity-building activities to help stakeholders monitor progress on disclosures.

Source: ITIE Cameroun (2020), [Groupe ad hoc divulgation des contrats et licences – rapport général](#).

Step 3: Produce and publish a list of all active contracts

Countries must publish a list of all active exploration and production contracts, including those signed before 1 January 2021 (Requirement 2.4(c)(ii)). The MSG should agree on what constitutes an extractive contract and determine which annexes are relevant.

Steps for producing and publishing this list:

Scoping exercise

The MSG should begin by conducting a scoping exercise. This should include exploitation and exploration contracts, annexes, amendments, addenda or riders.

- 1. Request a list of active contracts:** The MSG should request a list of all active exploration and production contracts from the government agency responsible for granting exploration and exploitation rights. Industry can be asked to confirm the information. Even in countries with license regimes, all issued licenses must be included in the list.

Other sources could also be consulted. For example, some jurisdictions require extractive contracts to be filed with the Securities and Exchange Commission or with parliament, or for these contracts to be published in national gazettes. Some companies also disclose contracts on their websites. The MSG could draw on these sources to cross-check the list provided by the government agency that executed the agreement. The MSG may also wish to consult resourcecontracts.org, a global repository of extractive contracts.

- 2. Include exploration contracts:** All exploration contracts, regardless of materiality, should be included in the list. The MSG has the discretion to decide which exploration contracts should be disclosed in full based on materiality and practicality. However, where the terms of exploration are bundled with exploitation contracts (as is common in the petroleum sector), the contract should be disclosed in full.

In determining the materiality and practicality of exploration contracts, the MSG should consider:

- Material payments in exploration contracts, commensurate with thresholds used for material payments in EITI reporting.
- Whether contracts are with material companies as defined in EITI reporting.
- Whether non-fiscal obligations in exploration contracts is of public interest.³
- Administrative burden and practicality of disclosing these contracts, including their accessibility and state of archiving.

- 3. Identify relevant annexes, addenda or riders:** The scoping exercise should determine documents must be disclosed (Requirements 2.4(d)(ii) and 2.4(e)(ii)). Stakeholder consultations are essential to clarify which documents fall within the scope public disclosure. The MSG should document the rationale for including and excluding specific documents.

Where clear rules exist, either by law or through a contract, specifying what is considered an annexe, addendum or rider, the MSG should ensure that these documents are disclosed. The MSG should also examine any

additional documents necessary to fully explain the terms attached to the rights granted to the company.

The MSG should also map out all agreements that might alter the original exploitation rights, as well as any plans and assessments submitted by companies that describe their obligations and implementation. Additionally, the MSG should identify any project-specific agreements or contracts for associated projects (such as transportation or infrastructure) signed in parallel with, or after, the original contract, which alter the exploitation rights for the project.

All discussions should be documented by the MSG, with reference to specific rules on what constitutes an annexe, addendum or rider to ensure compliance with applicable law.

- 4. Indicate which contracts are publicly available:** For each published contract or license, include a link or reference to its location (Requirement 2.4(c)(ii)). The MSG could encourage relevant ministries to systematically disclose this information. _

Ongoing and future bidding or negotiations

To monitor new contracts, government agencies should routinely publish information on bidding rounds and negotiations on their websites and, where feasible, inform the MSG of their progress.

CASE STUDY

Democratic Republic of the Congo: Mapping contracts to ensure comprehensiveness

In 2011, the DRC government established a legal framework for contract disclosure. Despite this, some contracts remained unpublished. The MSG worked with government agencies and state-owned enterprises such as GÉCAMINES to address these gaps. A review of disclosures revealed gaps, such as the large-scale copper Deziwa project's framework agreement, which lacked revenue details. In 2020, the MSG commissioned a study to identify missing documents and improve systems for comprehensive and timely disclosures.

Step 4: Understand the current state of contract disclosure and address barriers

To ensure full compliance with Requirement 2.4, it is important to assess the current state of contract disclosure in the country and address any legal or practical barriers that hinder full transparency. The MSG should aim to identify gaps, clarify policies and work towards removing obstacles to contract and license disclosure.

The MSG could consider the following steps:

Current policy and practice

1. Assess current disclosure practices: The MSG should first understand which contracts are already being disclosed, which could be disclosed without legal restrictions, and which are still not disclosed despite legal mandates.

2. Review existing policies: The MSG should review existing contract disclosure policies in laws, regulations or contracts. The could include:

- The country's contract regime and regulatory framework (e.g. which government entity is responsible for granting, implementing and monitoring extractive contracts? What are their roles and responsibilities?);
- Laws, policies or contractual terms that restrict contract and license disclosure;
- Ongoing reforms (e.g. are confidentiality clauses still included in contracts entered into after 1 January 2021? Are there opportunities to remove clauses from future contracts?);
- Other laws and policies that support contract disclosure.

The MSG should documents its discussions on government policies related to contract disclosures.

Legal barriers

To address legal barriers, the MSG could consider the following steps:

1. Implement waivers: Where laws or contracts prohibit disclosure, the MSG should explore the option of voluntary disclosure through waivers.⁴ It should develop a time-bound action plan to remove legal barriers permanently, amend confidentiality clauses in future contracts and integrate policies. These measures should be included in the MSG's work

plan.

2. Review confidentiality clauses: The MSG should assess what the confidentiality clauses cover and whether they apply to the contract itself. In some cases, confidentiality provisions are misunderstood or applied too broadly. The MSG can facilitate dialogue to clarify their application, considering:

- The definition of “confidential information”, which often does not include the contract itself;
- Confidentiality clauses are not always absolute and may be waived through mutual agreement, government requirements, investor demands, or stock exchange listing regulations;⁵
- Some clauses are time-bound, meaning confidentiality is temporary.

Publishing redacted or summarised contracts does not meet Requirement 2.4. Full-text publication is crucial to avoid misunderstanding, misrepresentation and mistrust that may arise from incomplete or inaccurate summaries.

Step 5: Disclose contracts

Effective contract disclosure is essential for ensuring transparency in the management of extractive resources and fostering public trust. By making contracts publicly available, governments and companies can demonstrate their commitment to accountability and compliance.

The MSG could consider the following steps:

- 1. Agree on a method for disclosure:** Although the EITI Standard does not prescribe a method for contract disclosure, public access in an open format is recommended. Countries can use dedicated platforms such as resourcecontracts.org or government or company websites.

When selecting a method for disclosure, the MSG could consider:

- Systematic disclosure via government websites as default practice, which enables efficient information-sharing across agencies and supports implementation of a contract disclosure policy.
- Interim publication through EITI Reports, EITI websites or independent contract portals when transitioning to systematic disclosure.
- Linking contracts to other project-level data (e.g. payments, production data or cadasters) to make it easier for stakeholders to use the information.

- Ensuring contracts and documents are freely accessible in machine-readable formats. Fees may be imposed initially but should not be prohibitive, with plans for free access in the long term. Machine-readable formats allow users to search key terms easily.

2. Develop and update the contracts database. This involves:

- Assigning responsibility for tracking and publishing new contracts (signed from 1 January 2021) and amendments (including those executed before this date);
- Periodic reviews of the comprehensiveness of disclosed contracts;
- Agreeing on a disclosure timeline for new or amended contracts where no government policy exists;
- Ensuring machine-readable formats for all documents for easier access;
- Collating documents from different agencies into a single platform for easy access;
- Organising documents (contracts, annexes, amendments and riders) according to the legal framework or project, ensuring ease of use and analysis.

3. Ensure comprehensive disclosure: Full texts of contracts, including annexes, addenda and riders, as well as any exploration contracts agreed upon by the MSG, must be disclosed without redactions. The MSG can verify the completeness of disclosures by seeking confirmation of the contracting parties and conducting spot checks comparing published documents with originals.

4. Enhance comprehensibility: The MSG could consider adding annotations or explanations for complex contract stipulations or providing summaries of key provisions. Links to related permits could also improve accessibility for users.

License regimes

In countries with standardised licenses, the MSG should evaluate whether any deviations from standard terms exist. If there are no deviations, only model contracts need to be published. However, the MSG's evaluation of deviations

should be done regularly. If deviations exist, the MSG should disclose individual contracts. This process should be documented, ensuring transparency in non-disclosure.⁶

CASE STUDY

Mexico: Disclosing contracts through an online portal

Since 2013, Mexico's petroleum regulator, the National Hydrocarbons Commission (CNH), has hosted an online platform that discloses full-text contracts and monitors licensing and contract implementation. The platform includes minimal redactions (e.g. social expenditure commitments and social impact assessments). Contracts are updated in real time and the platform allows users to track changes over time, offering explanations of regulatory processes and linking to information on contractual provisions, payments to government, production data and local content.

Source: CNH, "[Administración de Contratos](#)".

Use and dissemination of data

Contract transparency can enhance public understanding, debate and reform. Disclosures can be used to monitor compliance, track changes in the legal framework, and scrutinise the distribution of risk and reward to anticipate future scenarios. To maximise these benefits, the MSG should work to communicate contract disclosures to citizens and relevant stakeholders, and facilitate capacity-building activities to ensure their use.

Use by government

Informing revenue projections

Natural resource deals often come with expectations of significant economic contributions. Disclosing the fiscal terms of contracts, including anticipated revenues at various stages of the project, could shed light on whether these expectations are realistic. This may inform decisions on whether fiscal terms should be revisited.

The MSG could undertake financial modelling using contract stipulations to forecast expected revenues from projects over a given period, helping governments make informed decisions.

CASE STUDY

Mozambique: Projecting revenues to evaluate expectations



Mozambique's government signed an Exploration and Production Concession Contract (EPCC) with ENI for the Coral South Floating LNG project, the country's first natural gas project. Expectations were high, with forecasts predicting early exports, rapid expansion of production capacity and high LNG prices. Using the contract disclosed by the government, Oxfam Mozambique commissioned an independent revenue forecast. The analysis, based on projected production volumes, costs, varying LNG price scenarios, estimated that government revenues would amount to about 49% at a \$70/barrel oil price. However, the bulk of these revenues would not be realised until the 2030s. The report recommends that Mozambique review the fiscal terms and strengthen government capacity to monitor the project to maximise revenue collection.

Source: Oxfam (2020), [Government Revenues From Coral Flng](#).

Strengthening domestic resource mobilisation

Contract disclosures provide key terms that can be used to model extractive projects and forecast expected payments to government. When combined with data on reserves estimates, operating and capital expenditures, and commodity prices, contracts form the basis for financial models. These models, while not wholly accurate, can provide valuable insight into the impact of different scenarios (e.g. reserves estimates, price changes or investments shifts) on government revenues. Financial models can also be compared with actual project-level payments disclosed through EITI reporting, helping identify discrepancies and areas for further investigation to enhance domestic resource mobilisation.

CASE STUDY

Republic of the Congo: Building economic models of oil projects using published contracts

EITI Congo developed financial models for four of the country's largest oilfields, using detailed oil production, cost data, and recently published Production Sharing Agreements (PSA). The report compared the fiscal terms of these oilfields with those in Angola, Ghana and Nigeria, and benchmarked development costs against 44 offshore oilfields in Africa.

The models projected past and future revenues under different price scenarios, showing that due to changes in fiscal terms, government revenues from the licenses would not return to 2013 and 2014 levels, even in a high-price scenario. The analysis concluded that simpler production sharing systems with fewer fiscal instruments performed better under various scenarios, offering more stable and predictable revenues.

Source: EITI Congo and Resources for Development Consulting (2022), [Understanding state oil revenues and sales through financial modelling in the Republic of the Congo](#).

Linking contract transparency with other national reforms

Contract disclosure complements broader reforms in the extractive sector, such as anti-corruption measures, beneficial ownership transparency and energy transition. The energy transition could challenge the assumptions underpinning contract fiscal terms and production timeframes.⁷ Contract disclosure could help governments assess transition risks, such as the possibility that fossil fuel extractive may become more expensive than clean alternatives. This analysis could support governments in mitigating risks as they pursue energy transition reforms.

CASE STUDY

Indonesia: Contributing to anti-corruption reforms

Publish What You Pay Indonesia has driven discussions on how contract disclosure, open contracting and beneficial ownership transparency work together to mitigate corruption. These efforts help detect conflicts of interest in license awards and prevent collusion among companies during bidding processes.

Source: Publish What You Pay Indonesia, [The Long Road to Open Contract and Permit in Indonesia](#).

Use by civil society

Improving revenue collection

In some countries, agencies responsible for revenue collection lack knowledge of the legal and contractual basis for payments, making it difficult to assess tax liabilities. Contract disclosure helps reduce this information gap by providing communities with valuable information on how revenues from resources flow to regional or local governments. Contracts can be analysed to help citizens monitor whether companies are fulfilling obligations, such as making social payments, providing local employment or adhering to environmental protections. Civil society could play an important role in raising awareness and improving understanding by analysing contract terms, conducting studies and engaging with government.

CASE STUDY

Democratic Republic of the Congo: Clarifying fiscal terms to strengthen revenue collection

In 2011, a government decree required extractive contracts to be published within 60 days of signing. Efforts by EITI DRC (ITIE-RDC) to implement this policy helped clarify fiscal terms in contracts involving foreign companies and state-owned enterprises. Since 2013, ITIE-RDC has tracked the SICOMINES minerals-for-infrastructure agreement between the DRC and China, valued at USD 3 billion. A 2021 ITIE-RDC report raised concerns over the project, including unequal equity split, undervaluation of copper reserves and misuse of tax incentives, and the fact that only USD 822 million of the planned USD 3 billion infrastructure had been developed. These findings contributed to the renegotiation of the agreement in 2024, securing better terms for the DRC.

Source: EITI (2024), [Sicomines: How the EITI in DRC helped secure 4 billion in additional revenue](#) and ITIE-RDC (2021), [Etude d'évaluation de la mise en œuvre de la convention de collaboration relative au développement d'un projet minier et d'un projet d'infrastructures en RD Congo](#).

Identifying risks of corruption

Publication of the full text of contracts and licenses enables public review of the key terms of extractive agreements and comparison with model contract templates and the applicable legal framework and fiscal regime. Where concluded contracts and licenses include terms that differ significantly from the terms of other extractive agreements (including in subsidies, tax incentives and requirements for social and environmental contributions), the model agreement template or the prevailing legal framework and fiscal regime, this can potentially reflect corrupt practices. Consistent analysis of published contracts and licenses enables civil society to assess the consistency of terms of different extractive agreements. Civil society can play a key role in analysing the terms of different contracts, identifying potential irregularities in the terms of specific agreements, and raising public awareness about significant differences in contract terms. Robust public scrutiny of concluded extractive agreements can help deter corruption during contract negotiations.

CASE STUDY

Malawi: Identifying discrepancies between signed contracts and model agreement

In 2017, a report by Oxfam in Malawi analysed the terms of published production sharing agreements (PSAs) in the oil and gas sector and compared them to the model PSA template. The report highlighted that secret project-specific negotiations of agreements had resulted in contractual terms that were inconsistent in some cases, and overly generous to the company in others. This led to the government launching a renegotiation of the fiscal terms in certain PSAs, such as proposals to amend the PSA for Block 4 awarded to Rak GAS to increase the royalty rate and the government's equity share.

Source: Oxfam in Malawi (2017), [Malawi's troubled oil sector: licenses, contracts and their implications](#).

Use by industry

Explaining contract terms to the public

The absence of public access to contracts can raise concerns about the fairness of their terms. Some clauses might be perceived as one-sided due to the technical nature of extractive contracts. Contract disclosure allows industry to explain the rationale behind fiscal terms, why deviations from model contracts are necessary, and why tax exemptions are granted.

CASE STUDY

Tanzania: Using contract disclosure to explain deviations from model contracts

After the Production Sharing Agreement (PSA) for the Songo Songo Gas Field was disclosed, Pan Energy explained the contract's terms to clarify how the Tanzanian government earns revenues from the project. The company detailed its total contribution to government revenues, aligning with fiscal terms, profit gas sharing ratios and cost calculations.

Pan Energy also addressed deviations from the model PSA, explaining why royalties were not required, why an abandonment fund was not agreed upon, and why the maximum cost recovery rate exceeded the model PSA's rate. Additionally, the company clarified how "protected gas" is accounted for as part of its domestic obligation without generating revenue, and why it had not paid Additional Profits Tax (APT), noting that profits had not reached the level necessary to trigger APT obligations.

Source: Pan African Energy Tanzania, [Songo Songo PSA Questions & Answers](#).

Further resources

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Annexes

Annexe A: Checklist for integrating contract disclosure in EITI work plans

1. Agree on objectives and an action plan for contract disclosure

- Discuss key challenges in the extractive sector that contract transparency could help address.
- Define clear objectives for contract disclosure.
- Identify capacity gaps and necessary trainings or resources to address them.

2. Engage key stakeholders and build capacity

- Initiate dialogue with relevant government agencies and companies.
- Identify champions for contract transparency from both government and industry.
- Develop targeted messaging for different stakeholder groups on the importance of contract transparency.
- Review best practices and resources from EITI countries, companies, international organisations and academic institutions.
- Conduct peer learning with countries showing strong commitment to contract transparency; consider joining the EITI's Contract Transparency Network.
- Engage supportive companies to share lessons and recommendations on overcoming disclosure challenges.
- Survey MSG members and compare concerns with experience in other countries; facilitate discussions on addressing them.
- Conduct trust-building activities, discuss key concerns and responses, and address apprehensions regarding misinterpretation of contractual stipulations.
- Engage experts on confidentiality and commercial sensitivity issues.
- Consult civil society and key user groups to identify, document and communicate citizen demands for contract transparency.
- Conduct workshops and training on contract analysis, financial modelling and revenue projection.

3. Publish a list of all active contracts

- Conduct a scoping review of all active extractive contracts in the country.
- Map out agreements between extractive companies and the government that may alter the exploitation rights, including project-specific agreements and any contract for associated projects signed in parallel with or after the original agreement. Include plans and assessments submitted by companies that describe their obligations and implementation, as well as the process for contract amendments or alterations.
- Provide a description and rationale for which agreements and documents the MSG included for disclosure under Requirement 2.4(d) and 2.4(e).
- Consult government entities, companies and civil society to agree and document what should be considered an annexe, addendum or rider.
- Identify ongoing and future bids and contract negotiations.
- Compile and publish a comprehensive list of all active contracts and licenses.

4. Understand the current state of contract disclosure and develop a plan to address barriers

- Conduct a scoping exercise of contract disclosures on government and company websites (could be done by a consultant or the national secretariat).
- Encourage companies to voluntarily disclose contracts.
- Commission a legal review of model agreements to identify legal barriers and facilitators of disclosure.
- Review previously disclosed agreements and gather lessons learned from interviews with companies and government actors.
- Provide capacity-building activities for MSG members on promoting contract transparency and addressing arguments against it.

5. Disclose contracts

- Agree on methods for disclosure.
- Survey current disclosure practices and platforms.
- Identify gaps in existing disclosure practices.
- Develop effective and efficient disclosure systems, building on existing structures.

- Identify resources needed to establish and maintain contract disclosure systems.
- Engage with relevant ministries that could host the contract disclosure site.
- Understand contracts execution and amendment processes.
- Identify the responsible agency and contact person for contract publication.
- Assess whether internal regulations or legal instruments are required from the host agency.
- Conduct peer learning with countries that have implemented or are working towards contract transparency.
- Consider publishing all agreements and documents in machine-readable formats, consolidating documents from different agencies.

Annexe B: Common challenges and frequently asked questions (FAQ)

Challenges in meeting Requirement 2.4

Validations of Requirement 2.4 have identified several recurring challenges. The most common issues include:

- **Absence of a publicly codified policy:** Many countries lack a clear government policy on contract and license disclosure in the extractive sector, which hinders comprehensive transparency efforts. Some MSGs have focused on reviewing legal and contractual provisions that prohibit disclosure, rather than on the government's broader disclosure policy. In several countries, the codification of the government's disclosure policy was key to overcoming confidentiality constraints.
- **Focus on contracts over licenses:** Several countries have prioritised disclosing contracts while neglecting the full disclosure of licenses, particularly exploration licenses.
- **Publication of decrees, not full contracts and licenses:** Some countries disclose government orders (e.g. decrees) awarding contracts and licenses, but omit the full text of the contracts or licenses themselves.
- **Unverified claims of standardised contracts or licenses:** Countries often assert that all contracts follow a model template but do not conduct a comprehensive review of all active contracts and licenses, thereby failing to confirm that they do not deviate from standardised terms.
- **Missing inventory of contracts and licenses:** A lack of publicly available inventories that track all active contracts and licenses, along with their annexes, amendments and riders, reduces the ability to review the comprehensiveness of disclosures. Such an inventory is helpful for indicating which documents have been published and not (with specific links to published documents to enhance accessibility).

Frequently asked questions

1. Is redacted or summarised contract disclosure acceptable?

No. Summaries or redacted contracts do not meet Requirement 2.4. Full contract disclosure is essential to ensure transparency and avoid suspicion or misrepresentation. Where there are redactions or omissions due to commercial sensitivity or restrictions on confidentiality, the country will not meet Requirement 2.4 on full contract disclosure.

2. Is a Freedom of Information Act (FOIA) the same as a government policy on contract disclosure?

No. FOIAs are typically reactive (i.e. documents are only published upon request) and often with restrictions that deem certain documents confidential for national security reasons. Government policies on contract disclosure are proactive, requiring automatic publication of contracts and licenses.

3. Is a license register the same as a public inventory of contracts and licenses?

No. A license register or cadastre (as required under Requirement 2.3.b) provides basic information, whereas an inventory must include all contracts and licenses, including their annexes, amendments and riders. The inventory must also identify whether each document has been published and where, highlighting any documents not yet publicly disclosed.

4. Are commercial sensitivity concerns the same as legal confidentiality clauses?

No. Commercial sensitivity may not always be protected by law, whereas legal confidentiality clauses explicitly prevent the disclosure of specific contract details.

5. Why is publishing a government policy on contract disclosure important?

Publication of a clear government policy sends a clear of intent to publish all contracts and agreements, fostering stakeholder confidence and supporting legal reforms to address confidentiality clauses.

6. Is there a universal definition of what constitutes an annexe, amendment and rider?

There is no internationally agreed definition of what constitutes an annexe, amendment or rider for mining and petroleum contracts. As such, MSGs should agree on a definition for the purposes of public disclosure (see Step 3).

Annexe C: Main elements of extractive contracts/agreements

CATEGORY	DESCRIPTION
Parties, start date and term	Specifies the parties involved, the effective date and the duration of the contract.
Minimum work obligations	Defines the minimum work obligations required, typically during the exploration phase of oil and gas projects.
Work programme and budgets	Outlines the requirements for submitting and approving work programmes and budgets.
Submission of data / documents	Details the data and reports that the company must submit at regular intervals, often annually.
Relinquishment obligations	Sets the conditions (often timebound) for the relinquishment of portions of the concession area.
Discovery obligations	Establishes the obligations to report a commercial discovery (common in petroleum contracts) and the requirements for submitting development plans or feasibility studies.
Infrastructure	Secures access rights to infrastructure or grants rights to develop infrastructure (common in mining).
Fiscal regime	Establishes the mechanisms for generating government revenue, including royalties and taxes (common in oil and gas and mining) and sometimes production sharing (more common in oil and gas).
Valuation methods	Specifies the methodology for determining the value of the resource (more common in oil and gas).
Local content / procurement	Specifies provisions, if any, for purchasing goods and services from the national economy.

Domestic obligations	Specifies domestic obligations, such as domestic market obligations (common in oil and gas) and domestic processing (common in mining).
Stabilisation provisions	Guarantees protection for companies against changes in investment conditions or the regulatory environment.
Force majeure provisions	Provides for events beyond the control of either party, which prevent them from fulfilling contractual obligations.
Security / guarantee	Details the guarantees required from the company, with model guarantee often included as an annexe to the contract.
Health and safety	Specifies company responsibilities related to occupational health and safety, often referencing national legislation and regulations.
Community development	Defines provisions for local employment and training, and in some cases, the terms for community development or benefit agreements.
Environment	Stipulates compliance with environmental laws and regulations, including references to environmental and social impact assessments and management plans.
Decommissioning / abandonment	Establishes the obligations at the end of the contract lifecycle, sometimes included under environment provisions.
Termination	Specifies the circumstances under which the parties can terminate the contract.
Confidentiality	Specifies the data and documents deemed confidential and any exceptions to confidentiality.
Governing law / dispute resolution	Specifies the governing law for the contract and the

	procedures and forum for resolving disputes.
Anti-bribery / corruption	Details provisions related to anti-bribery and anti-corruption efforts.

Annexe D: Framework for identifying agreements, plans and assessments

This framework distinguishes between agreements that are signed between the host government and the company (or any successor to the original company) and other documents including company generated plans and assessments. Any parallel or subsequent “agreement” signed by the parties to the original contract related to the original project, even if not formally labelled an amendment, must be disclosed as an “other agreement”, either as:

- An “addendum”, or
- A document “altering” the original terms, or
- One of the original documents.

Additionally, agreements for associated projects, such as transportation, processing and infrastructure, that may alter exploitation rights must also be disclosed.

DOCUMENT TYPE	DISCLOSURE REQUIREMENTS
1. Agreements and supporting documents related to the project and signed by the host state and the company	Any project specific agreement that is signed by both parties, along with all appended documents (e.g. annexes, exhibits or schedules), as well as any subsequent project-specific signed agreement, whether labelled as amendment or not, must be disclosed under Requirement 2.4(d).
2. Agreements related to associated projects that impinge on the exploitation rights of the project and that are signed by the state and the company	Any agreement for an associated project (e.g. transportation such as a pipeline, railway, or port; resource processing such as a refinery or liquefied natural gas (LNG) facility; or other infrastructure agreements) that directly affect the original exploitation rights and is signed by both parties must be disclosed under Requirement 2.4(d).
3. Company-generated plans and assessments establishing obligations related to exploitation rights, which are often submitted to government for review and approval	Companies generate a range of plans (e.g. development plans, feasibility studies, environmental and social management plans) and assessments (e.g. environmental and social impact assessments) during the execution of exploitation rights. These documents, which are commonly submitted to the

	government for approval, may meet the threshold for disclosure under Requirement 2.4(d)(ii).
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Annexe E: Typology of agreements and documents that apply to EITI Requirement 2.4

This typology outlines agreements and documents that apply to the implementation of Requirement 2.4(d). It includes agreements signed by the government, and plans and assessments submitted to (and often approved by) the government. This typology does not include sector legislation or regulations, which are typically public documents, nor does it extend to routinely issued licenses and permits or regular reports submitted by companies.

TYPE	DESCRIPTION AND DISCLOSURE REQUIREMENTS
Fiscal term elaboration / clarification	Agreements and documents that are appended to the original contract or developed after contract execution, which define, clarify or elaborate on the fiscal terms for a specific project. Any alteration of fiscal terms affecting exploitation rights should be disclosed under Requirement 2.4(d).
Project workplans and budgets	Annual work plans and budgets submitted by companies to authorities, typically before the fiscal year, outline project plans and budgets. These documents, sometimes appended to contracts, are subject to approval and describe how exploitation rights will be executed. They should be disclosed under Requirement 2.4(d)(ii).
Feasibility studies / development plans	Detailed evaluations of mining or petroleum projects to assess their economic viability, often including project design and schedule. Summaries of these plans—whether feasibility studies or “technical reports” in mining, or “competent person reports” or field development plans in petroleum—are sometimes appended to signed contracts. Full versions are seldom disclosed by the authorities but are sometimes disclosed by companies based on stock exchange regulations ⁸ or to enhance investor confidence. These should be disclosed under Requirement 2.4(d)(ii).

Measurement and valuation procedures / sale price terms	Agreements and procedures covering resource production measurement, valuation and sales terms, which are essential for fiscal calculations. While some details may be part of the contract, additional details in related should be disclosed under Requirement 2.4(d).
Transportation, processing and infrastructure agreements	Contracts for associated projects including transportation (railways, ports, pipelines), resource processing (refineries, LNG facilities) and broader infrastructure that alter the exploitation rights of the original project. These should be disclosed under Requirement 2.4(d).
Local content, procurement, employment and training plans	Contracts often include local content provisions for purchasing goods and services and for hiring and training nationals. These commitments may be further elaborated in Memoranda of Understanding (MOUs) or company plans, and their implementation reported in sustainability reports. Such documents should be disclosed under Requirement 2.4(d)(ii).
Community development / economic benefit agreements or plans	Agreements between companies and national or sub-national authorities for community development or direct contributions. These commitments, whether part of the contract, regulations or subsequent agreements, should be disclosed under Requirement 2.4(d).
Environmental, social and health impact assessments / mitigation plans	Projects often require environment and social impact assessments and management plans to mitigate harms, submitted for government approval. These documents are disclosed in some jurisdictions, and they should be made public under Requirement 2.4(d)(ii).

Annexe F: Common annexes

Across different jurisdictions, certain documents that typically annexed to signed oil, gas and mining agreements. While the specifics vary, the following are common examples of annexes to contracts:

COMMON ANNEXES	DESCRIPTION
Description of contract area	A technical description of the area (or concession) covered by the contract.
Map of contract area	A map depicting the geographic boundaries of the area (or concession) covered by the contract.
Audit and accounting procedure	Detailed provisions for calculating costs and reporting on costs and production, commonly found in oil and gas agreements or production sharing contracts.
Joint operating agreement	A model agreement outlining the contract between equity participants, often found in oil and gas contracts.
Model form of guarantee	The standard form of guarantee the contractor is required to provide.

Annexe G: Country examples of annexes, addenda and riders

In many contracts, only a few annexes are included. However, in some cases, the contracting parties attach a broader range of documents. The examples below illustrate the importance of defining annexes, addenda and riders (in line with Requirement 2.4(d)(ii)) since these supplementary documents are included by mutual agreement between the parties.

TYPE	EXAMPLES
Fiscal term elaboration/ clarification	<ul style="list-style-type: none"> • Dominican Republic: Second Amendment to Montenegro Contract (Pueblo Viejo) (2013), mechanism to estimate quarterly tax payments in Annex 15 (p. 34) • Ghana: Deepwater Cape Three Points Block (2018), additional oil entitlement calculations in Annex 5 (p. 141) • Malawi: Kayelekera (2007), description of fiscal regime and Minister's order for tax exemption in Attachment B, (p. 78)
Work plans and budgets	<ul style="list-style-type: none"> • Democratic Republic of the Congo: Joint Venture Agreement Gécamines – Chinese Consortium (2008), financial conclusions from economic modelling in Annex C (p. 100) • Peru: Constancia (2013), summary of investment programme between January 2011 and June 2015 in Annex 1 (p. 16) • Zambia: Chibuluma West – South (1997), approved programme of mining operations and annual capital expenditures for the first seven years in Schedule 1 (p. 49)
Feasibility studies / development plans	<ul style="list-style-type: none"> • Liberia: Mittal Steel Concession (2005), tentative development programme in Appendix C (p. 85) • Mozambique: Sasol Pande Temane PPA (2000), summary of development plan in Annex E (p. 123)

	<ul style="list-style-type: none"> • Senegal: Périmètre Grande Côte (Diogo-Lompoul) (2004, and 2007 amendment), summary of feasibility study in Annex I (p. 29)
Measurement and valuation procedures / sale price terms	<ul style="list-style-type: none"> • Liberia: Western Cluster Concession Agreement (2011), pricing agreement to be attached after effective date as Exhibit 4 (in Table of Contents p. 11) • Papua New Guinea: PNG LNG Gas Agreement (2008), draft wellhead value regulation in Exhibit G (p. 111) • Sierra Leone: Tonguma Concession (2012), provisions for valuation and sale of diamonds in Schedule 4 (p. 42)
Transportation, processing and infrastructure agreements	<ul style="list-style-type: none"> • Chad: PSC CNPCI Cliveden (2014), principles for designing a regime for oil transportation by pipes in Annex F (p. 52) • Guinea: Simandou Convention (restated 2014), stipulations related to infrastructure in Annex 10 (p. 170) • Iraq (Kurdistan): Refinery Joint Development Agreement, Annex C in production sharing contract Miran Block
Local content, procurement, employment, and training plans	<ul style="list-style-type: none"> • Mexico: AP-CS-G04 (2018), procedures for procurement of goods and services in Annex 7 (p. 153) • Sierra Leone: Tonguma Concession (2012), commitments (including financial) on employment and training of Sierra Leonean citizens in Schedule 7 (p. 48) • Zambia: Chibuluma West – South (1997), local business development programme in Schedule 2 (p. 53)
Community development / economic benefit agreements/ plans	<ul style="list-style-type: none"> • Colombia: Exploration and Production Contract n°13-SN-15 (2014), community benefit programme in Annex F (p. 141)

	<ul style="list-style-type: none"> • Liberia: BHP Billiton MDA (2010), principles related to community funding in Exhibit 7 (p. 195). • Republic of the Congo: Loango II (2014), special agreement on social projects, attached to PSC (p. 88).
Environmental, social and health impact assessments / mitigation plans	<ul style="list-style-type: none"> • Dominican Republic: First Amendment to Montenegro Contract (Pueblo Viejo) (2009), approved budget for resettlement plan in Annex 4 (p. 49), social and environmental policy and guidelines in Annex 8 (in ToC, p. 9). • Guinea: Simandou Convention (restated 2014), procedure to secure land for mining project in Annex 6 (p. 150). • Philippines: Eramen Minerals MPSA (2005), environmental work programme and budget in Annex D (p. 28).

Annexe H: Country examples of agreements altering original exploitation rights

TYPE	EXAMPLES
Fiscal term agreements	<ul style="list-style-type: none"> • Guinea: Transactional Agreement with Guinea Alumina (2018), related to the GAC, Global Mining Convention of 2004 • Nigeria: “Revised Government Take” MOU (2000) • Republic of the Congo: Agreement on the Applicable Regime to Loango II and Zatchi II (p. 71)
Measurement, valuation procedures and sale price agreements	<ul style="list-style-type: none"> • Democratic Republic of the Congo: Deziwa Mine, Copper Purchase Agreement and Cobalt Purchase Agreement • Niger: Strategic Partnership Agreement with Areva (2014), setting a new price formula
Transportation, processing and infrastructure agreements	<ul style="list-style-type: none"> • Democratic Republic of the Congo: Agreement on the Construction of the Busanga Hydropower Plant (2010), associated with the Collaboration Convention between DRC and the Chinese consortium (2008) • Mongolia: Oyu Tolgoi Power Source Framework Agreement (2018) • Uganda: East Africa Crude Oil Pipeline, Tariff and Transportation Agreement (2021)
Local content, procurement, employment and training agreements	<ul style="list-style-type: none"> • Ghana: Agreement between Newmont Ghana Limited and Ahafo Mine Local Community on Local Employment
Community development / economic benefit agreements	<ul style="list-style-type: none"> • Democratic Republic of the Congo: Social Responsibility Commitments Documents with local communities • Mongolia: Cooperation agreements with local governments, e.g. for Oyu Tolgoi mine (English)
Environmental and social agreements	<ul style="list-style-type: none"> • Mongolia: Land and Water Use Agreements

Endnotes

- 1 Chatham House (2020). *Transparency in Transition*. Retrieved from <https://eiti.org/documents/transparency-transition>.
- 2 EITI (2024). Beyond the fine print: Disclosing petroleum contracts to manage risks and opportunities in the energy transition. Retrieved from <https://eiti.org/documents/beyond-fine-print>.
- 3 This could include time limits for exploration, minimum work obligations over a certain period, extent of state supervision, terms of relinquishment, public financial obligations associated with state-owned enterprise equity holding in exploration projects, social and environmental expenditures, as well as obligations for monitoring environmental impact at the exploration stage.
- 4 The EITI Board clarified that waivers could be accepted as interim measures when it is anticipated that addressing legal barriers permanently could take time. See EITI (2020), Board decision 2020-69 / BC-295. Retrieved from <https://eiti.org/board-decision/2020-69>.
- 5 For an overview of approaches to confidentiality, see Revenue Watch (2009), *Contracts Confidential*, pp. 23-32. Retrieved from <https://resourcegovernance.org/sites/default/files/RWI-Contracts-Confidential.pdf>.
- 6 In doing so, the MSG could consider (1) whether the obligations of contractors are defined in laws or defined in contracts; (2) if defined in laws, whether these laws cover all terms of the agreement between the parties to the contract or there are stipulations that are left for the parties to negotiate; and (3) whether the same terms prescribed by laws exist in all contracts.
- 7 Chatham House (2020). *Transparency in Transition*. Retrieved from <https://eiti.org/document/transparency-in-transition-climate-change-energy-transition-eiti>.
- 8 Full studies/plans are sometimes disclosed as part of an Initial Public Offering (IPO). Unusually, publicly listed mining companies in Canada are required to disclose their feasibility studies [National Instrument 43-101](#) (see [An Eye on Disclosure](#), PWYP Canada).

