



Le Conseil d'Administration adopte le plan de développement 2020-2024

Simon Paley prend fonction à la tête de Tradex

SNH Vélo Club au Grand Prix Cycliste International Chantal Biya 2019



La SNH accueille le nouveau DG de Perenco au Cameroun

## Focus :

### Le marquage chimique des produits pétroliers et ses retombées





## National Hydrocarbons Corporation (SNH) A development catalyst

The National Hydrocarbons Corporation (SNH) is a public company with a share capital of eight billion CFAF wholly owned by the State of Cameroon. It is a company with legal personality and financial autonomy. Created on 12 March 1980, its objectives are to promote and give value to the national mining domain and manage State interests in the hydrocarbons sector.

### Activities:

- Promotion of the national mining domain;
- Negotiation of oil and gas contracts, in cooperation with the competent public administrations;
- Monitoring of the implementation of oil and gas contracts between the State and companies operating in the hydrocarbons sector;
- Exploitation of oil fields in association or sole risk;
- Marketing of the share of national hydrocarbons production accruing to the State;
- Transfer to the Public Treasury, of income derived from the sale of crude oil, after deducting production costs ;
- Implementation of gas projects;
- Management of security stocks of petroleum products;
- Conduct of studies and execution of various projects related to its missions in the oil, gas, parapetroleum, as well as related sectors.

# SNH INFOS

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### Editorial

Cinq ans de progrès

P. 4-5

### Vie de l'entreprise

P. 6-15

- o Pipeline Tchad/Cameroun: le droit de transit en hausse
- o Le Conseil d'Administration félicite la Direction Générale pour ses résultats
- o Le plan de développement 2020-2024 de la SNH approuvé
- o Le Directeur de la Stratégie et du Développement dresse le bilan du quinquennat 2015-2019
- o La SNH accueille le nouveau DG de Perenco au Cameroun
- o Adolphe Moudiki évoque les chantiers de Perenco
- o Benoit de la Fouchardière, CEO de Perenco, présente les réalisations du groupe
- o La PDG d'ESSO Tchad reçue en audience
- o Le Chef de la Division Informatique évoque les logiciels développés en interne pour satisfaire les besoins de la SNH

### Exploration/production

P. 16

- o Négociations en vue du développement du champ Yoyo/Yolanda
- o Campagne de forages dans le bassin du Rio Del Rey

### Activités gazières

P. 17

- o Près de 600 jours d'exploitation sans incident du dépôt de gaz domestique de la SNH

### Focus sur le marquage des produits pétroliers au Cameroun

P. 18-23

- o Les mille et un visages de la fraude sur les produits pétroliers
- o Le marquage chimique: une solution simple, rapide et fiable
- o Hydrac, l'expert du contrôle qualité au service de l'Etat
- o Le DG David Ekoume donne des éclairages sur le processus de marquage chimique des produits pétroliers et ses retombées

### Filiales & partenaires

P. 24-25

- o Tradex : Simon Paley a pris fonction
- o Gaz du Cameroun : la production du champ Logbaba a augmenté
- o Léonce Augou à la tête de Chanas Assurances S.A

### Nouvelles de l'industrie

P. 26

- o Découverte du premier gisement de pétrole onshore du Gabon
- o Le Ghana va relever sa production en 2023
- o Mise en service de la 1<sup>ère</sup> usine de stockage et de régazification du gaz naturel liquéfié en Guinée Equatoriale
- o La Norme ITIE 2019 lancée

### Responsabilité sociétale

P. 27-29

- o Sponsoring du Grand Prix Cycliste International Chantal Biya 2019
- o La SNH offre un don au CETIC de Fiminda
- o Satisfecit des stagiaires de vacances
- o Le personnel sensibilisé sur le paludisme
- o La SNH pleure Georgette Mba Mengue et Benjamin Djodjol

### Vie associative

P. 30-31

- o La SNH participe au Tournoi de golf inter-pétroliers et au Mini Tournoi Triangulaire (MTT)
- o De nouveaux dirigeants à l'Association Sportive et Culturelle Hydrocarbures

### Document

P. 32-43

- o Loi N° 2019/008 du 25 avril 2019 portant Code Pétrolier (version anglaise)

## Significant progress in five years

The year 2019, which came to an end, also marked the completion of SNH's 2015/2019 Development Plan. During this period, many challenges were met, including the optimisation of oil revenues, in a contrasted international context, characterised by the fluctuation of dollar exchange rates and a decline in the price of Dated Brent, the reference crude oil for Cameroonian crude oil, between 2015 and 2017.

Efforts undertaken by SNH during this five-year period

### Sharp increase in gas production

among other things, in increased investment in oil production and improved exploitation of existing fields.

Gas production increased from 10 859.55 million standard cubic feet in 2014 to 78 994.5 million cubic feet in 2019. This sharp increase is linked to the launch, in 2018, of Liquefied Natural Gas (LNG) exports. Cameroon has thus become the 20<sup>th</sup> natural gas exporting country in the world.

Another aspect of the project conducted for that purpose has led to the construction and operation of a Liquefied Petroleum Gas (LPG) storage and loading centre in Kribi, which has been supplying Cameroonian households with domestic gas since 2018. SNH also continued to supply the Kribi gas-fired power plant for electricity generation.

The benefits of activities carried out by SNH during the last five years are also reflected in direct benefits for the State. As

such, about 1 900 billion CFAF were transferred to the public treasury by the corporation between 1<sup>st</sup> January 2015 and 31<sup>st</sup> December 2019, a figure that is expected to increase by the end of the year.

The year also saw an improvement in the regulatory framework, with the promulgation on 25<sup>th</sup> April by the President of the Republic of a new petroleum code, intended to provide more in-

centives for investors. The text was favourably received by the oil companies, as evidenced in particular by the positive reactions recorded during SNH's participation in the Africa Oil Week conference, held from 4<sup>th</sup> to 8<sup>th</sup> November in South Africa.

For the next five years, 2020-2024, a Development Plan covering the period was adopted by the Board of Directors, meeting in ordinary session on 3<sup>rd</sup> December 2019. This document sets out the company's strategic vision and will serve as a roadmap for its development over the next five years.

While the objective of maximizing oil and gas rent and promoting the national mining sector remains, the Plan also focuses on the continuation of SNH's efforts to be a full-fledged oil and gas operator.

These topics and many others are developed in this edition of your SNH Infos.

Enjoy your magazine!

**Adolphe Moudiki**  
Executive General Manager



## Cinq ans de progrès

L'année 2019 qui s'est achevée a aussi mis un terme au Plan de Développement 2015/2019 de la SNH. Au cours de cette période, de nombreux défis ont été relevés, au rang desquels l'optimisation de la rente pétrolière, dans un contexte international contrasté, caractérisé par la fluctuation des cours du dollar et une baisse des cours du Brent Daté, brut de référence des bruts camerounais, entre 2015 et 2017.

Les efforts entrepris par la SNH au cours de ce quinquennat ont abouti, entre autres, à l'accroissement des investissements dans la production pétrolière et à l'optimisation de l'exploitation des champs existants.

La production gazière est passée de 10 859,55 millions de pieds cubes standards en 2014, à 78 994,5 millions de pieds cubes en 2019. Cette forte hausse est à mettre en lien avec le lancement, en 2018, des exportations de Gaz Naturel Liquéfié (GNL). Le Cameroun est ainsi devenu le 20<sup>e</sup> pays exportateur de gaz naturel du monde.

### Optimisation de la rente pétrolière et gazière

Un autre volet du projet conduit à cet effet a abouti à la construction et la mise en exploitation d'un centre de stockage et de chargement de Gaz de Pétrole Liquéfié (GPL) à Kribi, qui approvisionne depuis 2018, les ménages camerounais en gaz domestique. La SNH a par ailleurs poursuivi l'approvisionnement de la centrale à gaz de Kribi pour la génération d'électricité.

Les retombées des activités menées par la SNH au cours du quinquennat qui s'achève se traduisent aussi en profits directs pour l'Etat. Ainsi, près de 1 900 milliards de Fcfa ont été transférés au trésor public par l'entreprise entre le 1<sup>er</sup> janvier 2015 et le 31 décembre 2019.

2019 a en outre vu l'amélioration du cadre réglementaire, avec la promulgation le 25 avril par le Président de la République, d'un nouveau code pétrolier, voulu plus incitatif pour les investisseurs. Ce texte a reçu un accueil favorable auprès des compagnies pétrolières, comme en témoignent notamment, les réactions positives enregistrées lors de la participation de la SNH à la conférence *Africa Oil Week*, tenue du 4 au 8 novembre en Afrique du Sud.

Pour ce qui est du quinquennat 2020-2024 à venir, un Plan de Développement couvrant la période a été adopté par le Conseil d'Administration, réuni en session ordinaire le 3 décembre 2019. Ce document énonce la vision stratégique de l'entreprise et servira de boussole pour son déploiement au cours des cinq prochaines années.

Si l'objectif d'optimiser la rente pétrolière et gazière et de promouvoir le domaine minier national demeure, le Plan met également l'accent sur la poursuite des efforts de la SNH pour être un opérateur pétrolier et gazier à part entière.

Ce sujet et bien d'autres meublent cette édition de votre magazine.

Bonne lecture !

**Adolphe Moudiki**  
Administrateur-Directeur Général



## Transit fees generated by Chadian oil exports on the rise

This is one of the information included in the release published after the second ordinary annual session of the Monitoring Committee of the PSMC, held on November 26<sup>th</sup> at SNH.



Volume lifted is on the rise thanks to new shippers

The session, presided over by the EGM Adolphe Moudiki, in his capacity as Chairman of the Pipeline Steering and Monitoring Committee (PSMC), provided an overview of the activities carried out between 1<sup>st</sup> January and 31<sup>st</sup> October. An overall picture was presented by the Permanent Secretary of the PSMC, Samuel Roger Minkeng, and then, by area of activity, by the various Heads of Section.

This report shows that the Chad/Cameroon pipeline operated without incident during the reference period. Thus, a cumulative volume of 38.79 million barrels of crude oil was lifted at the Kome-Kribi terminal for export to the international market, compared to 33.90 million barrels as at 31<sup>st</sup> October 2018. This increase is related to the rise in the quantities shipped from Chad.

**38.79 million barrels of oil lifted at the KKI**

As a result of this increase in the quantities lifted, the transit fee for Chadian oil via Cameroon, which has been set at US\$1.32106 per barrel since 30<sup>th</sup> September 2018, has been increased by 6.61 billion FCFA to stand at 29.97 billion FCFA. This transit fee is paid to the Public Treasury by the Cameroon Oil Transportation Company (COTCO), which operates the Chad-Cameroon pipeline.

With regard to the implementation of the National Oil Spill Contingency Plan (NOSCP), which is one of the activities of the PSMC, a shed has been built at the Kribi Oil

Pollution Control Centre and it was provisionally handed over on 25<sup>th</sup> July.

In addition, the PSMC took part in two marine oil pollution simulation exercises organised by the Ministry of Defence, with the aim of promoting the efficient management of such an incident in the event of its occurrence. The first, involving the United States Navy, took place at the Douala Naval Base from 19<sup>th</sup> to 30<sup>th</sup> March. The second took place from 28<sup>th</sup> to the 29<sup>th</sup> of October at the Kribi Naval Base, in the presence of the French Navy.

On another level, two half-yearly reports on the implementation of the Environmental and Social Management Plan for the domestic gas depot built by SNH at Bipaga, in the suburb of Kribi, were presented at the Ocean Divisional Officer premises and then forwarded to the Ministry in charge of the Environment, in accordance with regulations.

At the end of the work, the Monitoring Committee adopted the PSMC's 2020 Action Plan and the corresponding budget.

*Houwa-Adji Garga Abdouramani*

## Conseil d'Administration : Des félicitations pour les résultats positifs de la SNH

C'est ce qui ressort de la deuxième session ordinaire de cette instance pour l'exercice 2019, tenue le 3 décembre au siège de la SNH, sous la direction de son Président, Ferdinand Ngoh Ngoh.

L'ADG Adolphe Moudiki a, comme de coutume en entame des travaux, présenté de façon globale, les activités menées par la SNH entre le 1<sup>er</sup> janvier et le 31 octobre.

L'on retient notamment de ce propos introductif, l'annonce d'une hausse de 134,61% du budget annuel des associations pétrolières consacré à la production d'hydrocarbures, qui culmine à 463,96 millions USD.

Résultat : une hausse prévisionnelle de 4,18% de la production de pétrole brut et de 28,29% de la production gazière.

La SNH a commercialisé sur le marché international, pour le compte de l'Etat, 13,83 millions de barils de pétrole brut au 31 octobre. Elle a en outre livré

235,60 millions de mètres cubes de gaz à la Centrale Thermique de Kribi pour la génération d'électricité. Parallèlement, 20 545,05 tonnes de gaz domestique ont été allouées à l'approvisionnement du marché national. Quant aux exportations, elles ont porté sur 16 cargaisons de gaz naturel liquéfié (GNL), d'un volume total de 2,295 millions de mètres cubes.

Les ventes effectuées par la SNH ont permis de transférer au Trésor public, après déduction des charges, 392,66 milliards de Fcfa de janvier à octobre. Ce montant est en augmentation de 19,52% par rapport à octobre 2018.

Outre la revue des activités menées en 2019, les membres

du Conseil se sont penchés, plus globalement, sur l'exécution du Plan de Développement quinquennal lancé en 2014. Ils ont également examiné puis approuvé le Plan de Développement 2020-2024, le Plan d'Actions 2020, ainsi que le budget y adossé. Les comptes consolidés du groupe SNH ont titre de l'exercice 2018 ont parallèlement été adoptés.

A la fin des travaux, le Président du Conseil a adressé ses «vives félicitations à la Direction Générale pour les résultats positifs obtenus».

*Houwa-Adji Garga Abdouramani*



## Un nouveau membre intègre le Directoire

Yves Eric Libock a été nommé Directeur Commercial Adjoint, suite à une résolution du Conseil d'Administration. Titulaire d'une maîtrise en sciences économiques option gestion des entreprises, M. Libock était jusque-là Chargé d'Etudes avec rang de sous-directeur à la Direction Commerciale, occupant cumulativement la fonction de Chef de Service des Programmes et Approvisionnements. Il remplace à ce poste Jean Noël Mbida Ntsama, nommé Adjoint au Secrétaire Permanent du Comité de Pilotage et de Suivi des Pipelines (CPS).



ACA

## Key figures 2019

Crude oil :  
 ♦ National Production : 25.995 million barrels  
 ♦ Quantities sold on behalf of the State: 16.965 million barrels  
 ♦ Turnover generated: 1.097 billion USD.

Natural gas :  
 ♦ National production : 2 236.87 million cubic meters  
 ♦ Quantities sold :  
 - Deliveries of natural gas to the Kribi Power Plant: 10 085 million cubic feet  
 - Deliveries of LPG for the domestic market: 24 441.934 metric tons  
 - LNG exports: 15 822 billion British Thermal Unit (BTU).

♦ Total turnover generated by the marketing of gas and its by-products: 86.642 billion FCFA

Transfers to the State : 471.518 billion CFAF

## SNH's 2020-2024 development plan adopted

The 2020-2024 Development Plan, adopted by the Board of Directors on 3<sup>rd</sup> December, is structured around four major axes. They include Exploration/production, Oil and gas resources development, Portfolio optimisation and management, as well as E&P legacy data and digital technology.

It is worth mentioning that the 2015-2019 Development Plan was conducted in a contrasted context characterised by the decline in liquid hydrocarbon production, despite an upturn in crude oil prices, which resulted in a downturn in oil and gas investments.

### Four major axes

The 2020-2024 plan has been prepared in a less favourable context than the 2015-2019 plan, as the downward trend in oil production continues, despite the efforts undertaken by SNH during the preceding five-year period, which include improvement of the contractual framework, search for new fields and optimisation of the exploitation of existing fields.

In accordance with the Executive General Manager's guidelines, the 2020-2024 Development Plan will notably focus on optimising oil and gas rent, continuing to promote the national mining domain, managing the downstream sector, rationalising budgetary choices, optimising resources management and pursuing SNH's efforts to be an oil and gas operator.

Sandrine Bidiás A Kedi

Maurice Matanga :

## "Le Plan de développement 2020-2024 vise l'optimisation de la rente pétrolière et gazière."

**Le Directeur de la Stratégie et du Développement (DSD) dresse le bilan du quinquennat 2015-2019 à la SNH et évoque les perspectives pour 2020-2024.**

**Le Plan de développement 2015-2019 de la SNH, avait notamment pour objectifs, l'optimisation de la rente pétrolière et l'amélioration de l'offre énergétique au Cameroun. Quel est le niveau d'atteinte de ces objectifs ?**

Les actions prévues dans le cadre de ce Plan de développement ont été exécutées à environ 90%, ce qui constitue pour nous un motif de satisfaction, car la SNH a mené ses activités au cours de cette période dans un contexte peu favorable.

Le solde transférable à l'Etat a été maintenu à un niveau appréciable, soit, pour la période comprise entre le 1<sup>er</sup> janvier 2015 et le 31 décembre 2019, un montant cumulé de près de 1 900 milliards de Fcfa.

En ce qui concerne l'offre énergétique, il y a lieu de se féliciter de l'approvisionnement continu de la centrale thermique de Kribi en gaz naturel pour la génération d'électricité, de même que la fourniture de gaz naturel à 44 sociétés industrielles de la ville de Douala, qui utilisent cette ressource pour la génération

d'énergie. Ce sont là, les résultats de deux projets mis en exploitation au cours du quinquennat précédent.

Poursuivant notre lancée, nous avons démarré au cours de ce quinquennat, les exportations de Gaz Naturel Liquéfié (GNL) suite à l'installation de l'usine flottante Hilli Episeyo, qui assure la liquéfaction du gaz du champ Sanaga Sud au large de Kribi.

Parallèlement, nous avons lancé l'approvisionnement du marché national en gaz domestique, grâce à la construction à Bipaga, dans la banlieue de Kribi, d'un centre de stockage et de chargement de Gaz de Pétrole Liquéfié (GPL).

Voilà donc de nouveaux projets menés à bon port par la SNH, dans l'intérêt du Cameroun et des Camerounais.

**Au plan interne, quels motifs de satisfaction peuvent être relevés ?**

Sans être exhaustif, j'évoquerais dans le volet infrastructurel, la construction du Site de Stockage des Echantillons de Forages



pétroliers et gaziers (SSEF) à Mbanga Bakoko, dans la banlieue de Douala, qui a été achevée, ainsi que celle du bâtiment annexe de l'immeuble siège de la SNH à Yaoundé.

Par ailleurs, la SNH a renforcé sa participation dans le capital de Chanas Assurances S.A. et de Cameroon Oil Terminal S.A (COTSA), des sociétés de son portefeuille.

**Quels sont, selon vous, les facteurs ayant milité en faveur des succès engrangés par la SNH ?**

Ces facteurs se résument en trois mots d'ordre donnés et suivis par notre management : rigueur, discipline et professionnalisme.

**Ya-t-il néanmoins eu des difficultés dans l'exécution de ce Plan de développement ?**

Assurément ! Mais c'est bien face aux obstacles que nous donnons la mesure de notre résilience. Je peux évoquer ici, les effets négatifs de la fluctuation des cours du dollar, monnaie utilisée pour nos ventes à l'international, ainsi que la baisse des investissements pétroliers de 2015 à 2017. Or, ce sont ces investissements qui permettent d'intensifier les activités d'exploration et de production, dans le but de parvenir à des découvertes qui permettent de renouveler les réserves d'une part ; et d'autre part, de continuer d'assurer une exploitation optimale de nos champs, dont la plupart sont vieillissants. De ce fait, la production pétrolière a régressé de 25%.

Il faut également relever que la crise sécuritaire que traverse notre pays a impacté négativement l'effort de placement des blocs libres du domaine minier, en raison de la frilosité des investisseurs. Et il y a deux zones où les opérations de recherche sont suspendues pour cas de force majeure : Bakassi, dans le Sud-Ouest, et Zina-Makary, dans l'Extrême-Nord.

Sur un autre plan, le Brent Daté, brut de référence de nos bruts, a



enregistré une baisse drastique entre 2015 et 2017, atteignant un plus bas prix historique à moins de 30 \$US par baril en janvier 2016. Les cours ne se sont améliorés qu'en 2018, vers la fin du quinquennat de référence.

Compte tenu de ces facteurs exogènes, les résultats de la SNH entre 2015 et 2019 apparaissent encore plus méritoires.

**Pour le quinquennat 2020-2024, quelles sont les orientations stratégiques de la SNH ?**

Le Plan de développement 2020-2024 vise notamment l'optimisation de la rente pétrolière et gazière. Pour ce faire, l'objectif global est l'accroissement des ressources d'hydrocarbures revenant à l'Etat et de la rente minière.

De fait, la SNH devra contribuer à la croissance économique du Cameroun dans le cadre de la vision 2035, en assurant des revenus stables, voire en croissance, durant la période visée. Cela se fera à travers une bonne valorisation des ressources en hydrocarbures, mais également, un relèvement du Droit de Transit à verser à l'Etat par la Cameroon Oil Transportation Company (COTCO), qui opère le pipeline Tchad/Cameroun. L'entreprise projette également, entre autres, de redynamiser le secteur parapétrolier et celui des services pétroliers, ainsi que

développer les compétences dans les métiers pétroliers.

Les actions à mener à cet effet se déclineront en quatre axes majeurs, que sont : l'exploration/production (E&P), la valorisation des ressources pétrolières et gazières, l'optimisation et la gestion du portefeuille, les données patrimoniales E&P et le numérique.

**Quelles sont les mesures prises pour une bonne exécution du Plan de développement 2020-2024 ?**

La Direction de la Stratégie et du Développement veillera, comme par le passé, à sa déclinaison en plans d'actions annuels spécifiant clairement les différentes activités à mener pour atteindre les objectifs fixés, tout en précisant les moyens et délais de mise en œuvre.

D'ores et déjà, le plan d'actions 2020 est élaboré. Au moins une fois par mois, puis trimestriellement et semestriellement, la DSD fera le point avec les différentes Unités de la SNH concernant le niveau d'atteinte des objectifs. En cas de besoin, il y aura des réorientations. Cette méthode adoptée dans le cadre d'un management participatif par objectif ayant déjà fait ses preuves, nous continuerons à l'appliquer pour toujours plus d'efficacité.

**Interview conduite par Hauouwa-Adji G. Abdouramani et Alain Claude Alima**



Cadeau de bienvenue à Adrien Broche

La cérémonie a notamment vu la participation du DG du groupe Perenco

## La SNH accueille le nouveau DG de Perenco au Cameroun

**Adrien Broche a été présenté à l'ADG et au Directoire par le CEO (DG) du groupe franco-britannique le 1<sup>er</sup> octobre, au cours d'une cérémonie qui a permis de dire au revoir à Nicolas Serre, rappelé à Londres.**

Des mots fleuris parsèment le propos du CEO du groupe Perenco en cette fin de matinée du 1<sup>er</sup> octobre en salle dite du Conseil. Ce n'est pas le plus habituel, mais voilà bien un ingénieur de formation - un manager, désormais - qui manie le verbe avec une aisance naturelle. Cependant, il n'y a pas que la forme de l'allocation de Benoît de la Fouchardière qui séduit l'assistance...

Il y a là Denis Chatelan et Tobias Daroczi, proches collaborateurs

### Bilan positif

du CEO venus, comme lui, spécialement de Londres; les DG entrant et sortant des filiales camerounaises de Perenco; Bertrand Nganou, Conseiller Technique de Perenco au Cameroun mais également, DG de COTSA; et les membres du Directoire de la SNH, au grand complet. Outre le style du CEO, ils apprécient le bilan positif de son groupe au Cameroun et des hommes qui ont donné vie à ses succès. « Nous avons fait Ebome, Dissoni, Sanaga, Tiko, le FLNG [et] nous avons mis en production Oak », rappelle Benoît de la Fouchardière au chapitre du bilan de l'entreprise, présente au Cameroun depuis 1993. Et de demander : « que pouvons-nous faire d'autre avec la SNH ? »

Pour l'ADG, il n'y a pas de doute que l'on peut aller encore plus loin. « La SNH et Perenco sont des partenaires solides. Tout ce que nous disons, nous le faisons », énonce-t-il en entame de son mot de circonstance. Mais ce n'est pas le lieu pour tracer la feuille de route du nouveau DG, indique Adolphe Moudiki. De fait, les projets conjoints font l'objet d'une séance de travail prévue le lendemain. Pour l'heure, il s'agit d'accueillir M. Broche et de remercier M. Serre pour les avancées enregistrées sous son mandat, au rang desquelles, celles relatives aux négociations engagées avec Golar avec pour objectif de relever la production du Hilli Episeyo et étendre sa période d'exploitation au Cameroun.

Et pour dire bienvenue à Adrien Broche, l'ADG a des mots encourageants, comme ceux l'assurant de l'appui de la SNH dans la conduite de ses activités, mais aussi, un présent. Le nouveau DG de Perenco reçoit ainsi, une effigie en ébène rappelant le célèbre Penseur du sculpteur français Auguste Rodin, « celui qui, par le travail, construit le monde moderne et le veut digne de ses longs efforts »; à l'image de la philosophie qui guide le partenariat SNH/Perenco.

Comme en retour, Perenco, par les mains de son CEO, offre à

l'ADG, deux tableaux intégrant des images relatives à des projets communs : le FLNG, qui entre dans sa phase II, et le champ Oak, objet de travaux de développement additionnels. C'est clair : la belle histoire de la SNH et de Perenco s'écrit encore. Avec à la plume à présent, Adrien Broche.

Sur le dos de cet ingénieur diplômé en physique-chimie et en développement & exploitation des gisements, il y a 16 ans d'expérience, au cours desquels il a roulé sa bosse, de Total à Perenco, entre la France, le Qatar, le Gabon, le Congo et la RDC. Et le voici au Cameroun, qui ne lui est pas totalement inconnu : à son arrivée à Perenco en 2013, il a travaillé sur le projet FLNG camerounais, ce si beau succès, qu'il est appelé à prolonger.

### Hauouwa-Adji Garga Abdouramani



La cérémonie a également permis de dire au revoir à Nicolas Serre

Adolphe Moudiki :

## « Des dossiers nombreux et multiformes marqueront votre mission »

**L'ADG a évoqué dans son allocation du 1<sup>er</sup> octobre, les chantiers à conduire par Adrien Broche, dans le prolongement de ceux menés par son prédécesseur.**

« Je souhaite une bienvenue toute particulière à Monsieur Benoît de la Fouchardière, qui nous fait l'honneur et le plaisir de nous rendre une deuxième visite moins d'un an après son dernier passage dans notre société. Ceci constitue à mes yeux un témoignage évident, de la qualité et du dynamisme de la coopération établie depuis de longues années maintenant, entre le groupe Perenco et le Cameroun.

Ce dynamisme a connu une illustration fort éloquente au cours des six derniers mois, pendant lesquels Monsieur Nicolas Serre a eu à diriger les sociétés Perenco Rio Del Rey et Perenco Cameroun.

En effet, cette période a été notamment marquée par la poursuite de notre campagne de forage, l'optimisation des installations de production de la plateforme Sanaga et de traitement de gaz naturel de Bipaga, le lancement des études en vue de la valorisation des ressources gazières du Rio Del Rey et le lancement de la phase 2 du projet FLNG.

Je n'oublie pas les négociations avec Golar avec Gazprom, en rapport avec l'extension de la durée de vie du Hilli Episeyo ou l'accélération de la production de GNL, pour lesquelles vous avez, Cher Monsieur Serre, joué un rôle de tout premier plan, en liaison avec plusieurs hauts responsables du groupe, dont certains sont présents à cette cérémonie.

### Une mission fort bien réussie

Pour toutes ces réalisations, et surtout pour votre efficacité, votre dynamisme et votre discrétion, je vous exprime ma gratitude et vous adresse mes sincères félicitations pour une mission, certes de courte durée, mais fort bien réussie. Je vous souhaite également plein succès dans vos fonctions à Londres, et une longue et riche carrière.

Je ne doute pas un seul instant que l'action de Monsieur Adrien Broche s'inscrira dans le même registre d'efficacité, de dynamisme et de créativité, qui se confirment comme qualités cardinales du groupe Perenco,



et qui fonde le succès de nos initiatives communes.

Monsieur le Directeur Général, le Cameroun et les défis qui interpellent nos associations ne vous sont certainement pas inconnus, vous qui, déjà en 2013, avez participé au lancement du projet FLNG, et qui, j'en suis persuadé, avez déjà pris le pouls et la pleine mesure des

dossiers nombreux et multiformes, qui marqueront votre mission dans notre pays.

Qu'il s'agisse de la valorisation du gaz du Rio Del Rey, de l'approvisionnement en gaz des industries, de l'augmentation de la production nationale du pétrole et du gaz, ou même de la relance des activités d'exploration, je vous sais bien préparé à affronter ces défis. (...)

Je réitère ici, l'engagement de la SNH à travailler main dans la main avec vous, vos équipes et les hauts responsables du groupe Perenco, pour proposer des solutions appropriées dans les meilleurs délais possibles.

Je vous souhaite une cordiale bienvenue au Cameroun et vous assure de la totale disponibilité de la SNH à vous aider à accomplir votre mission du mieux possible. »

Extrait proposé par Hauouwa-Adji G. A.

Benoît de la Fouchardière :

## « Il nous faut écrire une nouvelle page à notre histoire »

**Le CEO de Perenco, qui a notamment occupé la fonction de DG des filiales locales de cette multinationale, est revenu au cours de la cérémonie sur les réalisations du groupe au Cameroun et donné des indications sur les chantiers à venir, qu'il dit confier à un homme d'expérience.**

« Nous avons prouvé, nous prouvons et nous prouverons encore ensemble, que si le pétrole est une aventure, le pétrole au Cameroun est un merveilleux voyage. Ce voyage, Monsieur le Ministre\*, vous l'avez initié et vous en donnez le cap encore et toujours. Nous, Perenco, nous vous donnons les coureurs de fond pour garder le rythme, quelques ingénieurs pour l'optimiser et quelques chercheurs pour trouver et produire les ressources qui nous attendent.

Et, chemin faisant, nous évolutons : les moteurs ont été convertis au gaz, les puits convertis en pompage, les plateformes ont succédé aux



plateformes, le terminal Massongo est né et fait notre fierté. Les rails sont tracés par les écritures qui nous unissent et à chaque gare, nous savons partager [le] repas qui célèbre nos derniers succès.

\*Adolphe Moudiki

Avec Oak, Nicolas Serre peut partir avec le sentiment du devoir accompli. Sa mission a été courte mais très intense. Elle ne se résume d'ailleurs pas seulement à ce puits produisant aujourd'hui plus de 4 000 barils de pétrole par jour et permettant de rattraper, une fois de plus, les 100 000 barils de pétrole par jour pour le pays. Elle se mesure au contrôle des coûts, à la motivation de nos collègues, à la bonne santé de nos entreprises, aux dividendes du FLNG, à l'industrialisation du forage avec la plateforme rig LUG (qui a même foré des puits neufs dans leur intégralité) et à l'arrivée du jack-up Dagda [pour] une campagne de 12 mois. Nicolas a apporté à Perenco au Cameroun sa vision aiguisée des modes opératoires, des synergies et les potentiels techniques et humains que nous avons et que nous devons libérer encore et sans cesse.

Et c'est d'ailleurs et aussi pour cela que je dois vous l'enlever pour le rapatrier vers Londres où, de son expérience camerounaise, il pourra faire un développement mondial ; ce qui, ultimement, servira à nouveau au Cameroun car s'enrichira de ce qui se fait le mieux dans le monde Perenco.

Pour le remplacer, Adrien Broche, directeur émérite de la filiale Perenco en République Démocratique du Congo, est un homme d'expérience africaine, d'expérience opérationnelle, technique et bon négociateur à la fois. Adrien est l'homme qu'il nous faut dans le chapitre qui s'ouvre ce jour. Car il nous faut écrire une nouvelle page à notre histoire. Nous en avons tracé les grandes lignes ces derniers mois et lors de notre dernière rencontre. A Adrien maintenant, au conseiller permanent M. Nganou et à toutes nos équipes, de mettre en place le dialogue pour continuer à donner un avenir au gaz et au pétrole, au bassin de Douala et à celui de Rio del Rey, sur la base de ce que nous savons faire, dont la liste s'allonge chaque jour. A eux de trouver les solutions pour prolonger l'aventure, de 25 ans ou plus, dans le cadre du nouveau code des hydrocarbures, qui régira l'avenir commun à nos sociétés pour le meilleur du Cameroun, de la SNH et de Perenco.»

Extrait proposé par Hauwa-Adji

## The EGM granted an audience to the CEO of a Chadian subsidiary of ExxonMobil

Carole Gall was received on September 13 at SNH head office.



The Managing Director & Lead Country Manager at Esso Exploration and Production Chad Inc. (EPCPI) mainly discussed with the EGM, in view of the evolution of production in Chad, the prospects of the Cameroon Oil Transportation Company (COTCO), in which ExxonMobil is the majority shareholder.

Johnny Malec, CEO of COTCO and the Tchad Oil Transportation Company (TOTCO), "Siamese" companies that operate the Chad/Cameroon pipeline, accompanied Mrs. Gall to this audience. SNH officials attended the meeting as well, notably the Advisor N°2/Gas Manager, the Financial Manager, the Head of

the Legal Division, the Permanent Secretary of the PSMC and his deputy.

Indeed, with the arrival of new crude oil shippers via the Chad/Cameroon pipeline, 31.19 million barrels of Chadian oil were lifted from the Komé-Kribi 1 (KK1) terminal between 1<sup>st</sup> January and 31<sup>st</sup> August, compared with 26.34 million barrels in the same period in 2018. The benefits for Cameroon are clear: the transit fee generated for the Public Treasury amounted to 41.20 million USD over the first eight months of the year, as against 34.24 million USD a year earlier.

Hauwa-Adji G. A.

### About Carole Gall

The CEO of EPCPI is a geologist by training, holder of an engineering degree from the *Ecole Nationale Supérieure de Géologie de Nancy*. She was recruited by ExxonMobil in September 1995 and has worked for the group in the United States, Great Britain and the Netherlands. During her long career, Ms. Gall has been in charge of production evaluation and strategic opportunity management, as well as sales manager. She has been serving in Chad since July 2018.

HAGA

### Africa Oil Week : présence remarquée de la SNH

La 26<sup>e</sup> édition de cet événement qui réunit les principaux acteurs du secteur des hydrocarbures s'est tenue du 4 au 8 novembre à Cape Town, en Afrique du Sud. Environ 1800 délégués y ont pris part. La SNH, dont la délégation était conduite par le Conseiller n°2 et Directeur du Gaz, a notamment saisi l'occasion pour promouvoir les blocs libres du domaine minier national.

HAGA

## Le processus de négociation des contrats pétroliers présenté au personnel

C'était l'objet d'une session des Journées d'Information du Personnel (JIP) tenue le 16 septembre à l'auditorium de l'immeuble siège.

La session a été animée par Serge-Edouard Angoua Biouele, Directeur de l'Exploration (DEX/D) et rapporteur de la Commission Permanente de Négociations des Contrats Pétroliers et Gaziers (CPNCPG). Il a précisé dans son propos introductif, que l'ouverture des négociations découle des activités de promotion menées pour amener les sociétés pétrolières à investir sur le domaine minier camerounais. Dans le cadre de cette promotion, ces sociétés sont amenées à soumettre des offres en vue de décrocher les blocs libres camerounais. Ce sont celles ayant soumis des offres conformes aux critères pré-arrêtés, qui sont invitées à négocier un contrat pétrolier avec l'État du Cameroun.

### Le contrat a des aspects non négociables, qui relèvent de la loi

Dans le cadre des négociations, l'État est représenté par la CPNCPG. Elle a été créée le 29 juin 2007, par l'ADG de la SNH. Sept administrations y sont représentées, soit : la SNH, les ministères en charge des Mines (MINMIDT) ; des Finances (MINFI) ; de l'Eau et de l'Énergie (MINEE) ; de l'Environnement, (MINEPDED) ; de l'Économie (MINEPAT) ; et du Commerce (MINCOMMERCE).

Trois types de contrats sont prévus par le Code pétrolier camerounais : le Contrat de concession (CC), dans lequel l'État concède des droits miniers à un titulaire contre paiement d'un impôt pétrolier et ne s'implique pas dans les opérations ; le Contrat de partage de production (CPP), où le titulaire assume le financement des opérations pétrolières et reçoit une rémunération en nature, en disposant d'une part de la production et où l'État s'implique dans les opérations ; et le Contrat de service à risque (CSR), dans lequel le titulaire assume la



La CPNCPG représente l'État dans le cadre de la négociation des contrats

conduite et le financement des opérations pétrolières et reçoit une rémunération en espèces. Le programme minimum des tra-

vaux. Les sessions de négociations consistent en l'examen de l'offre de la société pétrolière et du projet de contrat pétrolier à partir d'un modèle de contrat défini par la SNH, sur la base du modèle de contrat-type de l'Association Internationale des Négociateurs Pétroliers (AIPN). À l'issue de ces négociations, le contrat est finalisé et signé par les deux parties. Le MINMIDT et l'ADG de la SNH signent pour le Cameroun. 23 contrats pétroliers ont été signés depuis 1999, (année d'adoption d'un Code pétrolier), dont 03 CC et 20 CPP.

Carnot Doundze

### Un responsable de la Communication de Chanas à la SNH

A la suite de l'adoption d'un nouvel organigramme à Chanas Assurances S.A, le Responsable Archives et Communication de cette société, Estelle Moussongo Priso, a séjourné à la SNH du 03 au 04 octobre aux fins de s'imprégner des activités de la Division de la Communication. Cette visite, qui s'est déroulée en deux volets dont l'un théorique et l'autre pratique, a permis à Mme Moussongo de prendre une part active aux activités de communication interne et externe menées par la Cellule de la Communication pendant son séjour. Elle a également bénéficié d'une visite des Archives et a découvert la bibliothèque numérique à laquelle la SNH a abonné ses responsables.

ACA



## The monitoring of action plans and the management of files computerised.

Two softwares developed in-house to this purpose were presented on 14 October to the EMG and the Management Board.

The softwares were created by the members of a Commission created on July 4, 2018 by the EGM and chaired by Bernard Bayiha, Advisor No. 1 (CR1) at SNH. Subsequent to their work, two software programs were developed, namely FilinS and Actio.

### A more informed distribution of tasks

FilinS is used for File In SNH. It is dedicated to monitoring the management of SNH files. It allows the follow-up of files received in the mail service on the one hand and files initiated within SNH units on the other hand. Thanks to a gateway created between the FilinS and GesCourrier

softwares, it is possible to end multiple registrations of the same mail while reducing paper use. FilinS also provides a summary of the files processed or pending in each unit and an assessment of the level of delay in their processing.

The Heads of Unit also have the opportunity to have a clear view of the workload of their various collaborators and the time taken to process the files entrusted to them.

Actio, which means activity in Latin, is used to monitor action plans. This tool will help the Planning and Development

Division (DSD) in its evaluation work, which will now be carried out in an automated manner. It makes it possible to monitor in real time the level of execution of the various planned projects by axis, by field, by project or by Unit. The achievement rates are determined based on the monthly-completed activities reported by the various Units and the weighting rates for each activity as determined at the beginning of the year by the DSD and the Units. Unit heads will thus be able to anticipate possible delays or, if necessary, act appropriately to catch up.

Carnot Doundze

## GFI Informatique offre ses services à la SNH

Le Conseiller n°1, Bernard Bayiha, a reçu en audience le 5 décembre, au nom de l'ADG, Vincent Rouaix et Hugues Ruffat, respectivement PDG et Directeur international de GFI Informatique. Le groupe français, leader des services informatiques à valeur ajoutée, est venu informer la SNH de

son arrivée au Cameroun, après le rachat de la société Bridgeo, qui fournissait les logiciels de la game Sage, retenus par la SNH dans le cadre de l'implémentation de son système intégré de gestion. Le groupe souhaite accompagner la SNH dans la mise en œuvre de ce projet. Bernard Bayiha

était entouré à l'occasion de cette audience du Chef de la Division Informatique, Christian Ananga, du Directeur Financier, Clotilde Moukoko, et du Chef de la Cellule du Conseil Juridique et du Contentieux, Igor Soya.

ACA



## Christian Ananga

### "La SNH a pris l'option de capitaliser sur l'expertise de ses ingénieurs"

Le Chef de la Division Informatique évoque les logiciels développés à la SNH.

De plus en plus de logiciels sont développés en interne. Qu'est-ce qui explique cette option ? Ces développements en interne répondent aux besoins d'informatisation de certains processus manuels exprimés soit par des Unités, soit par des Comités. Au lieu de se tourner vers des consultants externes, la SNH a pris l'option de capitaliser sur l'expertise de ses ingénieurs pour ces travaux. Au-delà de cette fierté, la SNH s'affranchit des coûts d'acquisition, de "customisation", de formation et de maintenance qui auraient découlé du développement par des tiers, de ces logiciels.

Quelle appréciation faites-vous du fonctionnement des principales applications développées jusqu'ici ?

Nous sommes très fiers d'avoir pu apporter une réponse satisfaisante aux sollicitations qui nous ont été faites. Il y a ainsi, concomitamment, la fiabilité de l'information, sa disponibilité en temps réel, l'efficacité dans la gestion, le temps de traitement de certains processus qui a été significativement optimisé. A titre d'illustration, le calcul des reclassements, avancements et promotions, qui jadis se faisait pendant trois semaines, est ramené à deux secondes dans le logiciel GRH, dédié à la gestion du personnel.

Comment sont planifiées la maintenance et les mises à jour de ces applications ?

Les développeurs de ces applications étant à la SNH, les nouveaux besoins ou les améliorations exprimés sont directement pris en compte et intégrés dans les versions existantes.

L'expertise externe est-elle parfois sollicitée pour la mise en œuvre de ces solutions ?

Jusqu'à ce jour, nous nous appuyons uniquement sur l'expertise avérée et confirmée disponible en interne.



Ces logiciels peuvent-ils être brevetés ?

Ces logiciels étant des œuvres de l'esprit réalisées par les

agents SNH pour les besoins de la SNH, des procédures sont en cours pour la protection desdites œuvres auprès des organismes compétents tels que l'Organisation Africaine de la Propriété Intellectuelle (OAPI).

Qu'est-ce qui est prévu pour les aspects liés aux droits d'auteur ? Une procédure a été lancée pour la cession des droits d'auteur à la SNH. Ainsi, tous les agents ayant contribué au développement desdits logiciels signeront des contrats individuels dans ce sens avec la SNH.

Interview conduite par Alain Claude Alima

## 22 agents SNH formés à la cybersécurité

La formation s'est tenue du 9 au 13 décembre à Yaoundé.

L'objectif de cette formation, dispensée par IFP Training, était entre autres, de permettre aux participants de comprendre le concept général de la cybersécurité, d'évaluer les risques informatiques, d'identifier les attaques de sécurité les plus courantes et de maîtriser les éléments d'un programme de résilience informatique réussi.

compétences techniques et métiers nécessaires pour comprendre et contrer les attaques des systèmes. La rédaction de rapports d'audit complets faisant état de recommandations pour se prémunir des risques d'intrusion a également été abordée.

La gestion de la sécurité est un défi fondamental pour une

Le personnel SNH concerné par cette formation était constitué d'informaticiens, de juristes, de géologues, de géophysiciens et de pétrophysiciens. Pendant les cinq jours de formation, Riemer Brouwer, un expert en cybersécurité, a entretenu les participants sur la maîtrise des outils dédiés à la sécurité, les mesures à prendre pour répondre à un incident de sécurité informatique, les

### Répondre efficacement aux attaques extérieures

entreprise de premier plan comme la SNH. En effet, l'exposition aux menaces de sécurité continue d'augmenter à mesure que l'environnement commercial évolue. Cette formation s'inscrit dans le cadre du renforcement des capacités des agents en vue de soutenir les efforts de la SNH en matière de défense informatique, via une réponse efficace et globale aux attaques extérieures.

Carnot Doundze



### Ongoing negotiations for the development of the Yoyo/Yolanda field



Exchanges were appreciated by both sides

Negotiating sessions were held in Yaoundé from 23 to 25 October, bringing together representatives of the Republic of Cameroon, Equatorial Guinea and subsidiaries of the American group Noble Energy in these two countries. The negotiations concerned a project for the joint exploitation of the cross-border field called Yoyo in

Cameroon and Yolanda in Equatorial Guinea.

In fact, the development of the said field requires the signature of a unitization agreement because of its cross-border nature. A "pre-unitization agreement" had already been signed by the different parties.

Unitization is defined by the Petroleum Code as a "process leading

to the exploitation, in the form of a single entity, of a hydrocarbon deposit extending over several contractual areas, covered by separate petroleum contracts within the territory of Cameroon, or involving a neighbouring country". In this case, it is a gas field subject to mining titles issued by Cameroon and Equatorial Guinea.

HAGA

### Campagne de forage dans le Rio del Rey



13 puits ont été forés dans le champ Kole, lors des deux premières phases d'une campagne menée avec la plateforme Rig Lug. L'apport de production était de 7 874,48 barils par jour (b/j) supplémentaires. La 3<sup>e</sup> phase, qui est lancée, permettra le forage de sept puits dans le champ Ekoundou. Cette campagne permettra un gain de production de 6 000 b/j.

Perenco a lancé une campagne de forage de trois puits dans les champs Oak et Ekundu Marine avec l'appareil de forage jack-up "Dagda", arrivé au Cameroun en juillet dernier. Dans le champ Oak, les travaux de

l'un des deux puits sont achevés et le 2<sup>e</sup> est en cours. Le forage d'un puits dans le champ Ekundu Marine suivra.

L'opérateur Perenco a prévu le forage de plusieurs puits d'appréciation et de développement sur la période 2019-2020. Il s'agit de deux puits dans les champs KB de l'Association Sanaga Sud, de trois puits dans le champ SKM de l'Association Moabi, de deux puits dans le champs Tiko de l'Association Moabi et neuf reprises en déviations de puits dans le champ Ekundu de l'Association Rio del Rey.

SBK/DC/CN



- La SNH et son partenaire Perenco ont exporté 19 cargaisons de GNL en 2019, soit sept de plus qu'en 2018. Ces exportations, conformes au programme annuel de livraison arrêté avec l'acheteur Gazprom, traduit la montée en régime de la production de l'usine flottante Hilli Episeyo. La quantité totale exportée est évaluée à 1 224 743 tonnes pour une capacité nominale annuelle de l'usine de 1,2 million de tonnes.
- Au 31 décembre 2019, le dépôt GPL de Bipaga affichait 681 jours sans accident, ni pollution déclarée. Cette performance a notamment permis à 1 223 camions citernes d'enlever 24 441,935 tonnes de gaz domestique, soit l'équivalent de 1,9 million de bouteilles de 12,5 kg, les plus utilisées par les ménages.
- La SNH a livré à la Centrale thermique de Kribi 10 095 millions de pieds cubes en 2019. Ces livraisons ont permis à cette centrale à gaz de générer 1 157 Gigawattheures, soit une contribution d'environ 16,70 % au mix énergétique national. Toutefois, les livraisons de gaz sont en recul de 15,60% par rapport à 2018, compte tenu entre autres, de la mise sous tension partielle du barrage hydroélectrique de Memve'e qui a permis de relever l'offre en énergie.
- Les quantités de gaz naturel livrées par Gaz du Cameroun aux industries basées à Douala se sont élevées à 2813,33 millions de pieds cubes entre le 1<sup>er</sup> janvier et le 30 novembre, en hausse de plus 136% par rapport à la même période en 2018. Cette augmentation est principalement due au redémarrage, depuis décembre 2018, de la centrale à gaz de Logbaba.

Le Corps National des Sapeurs-Pompiers a formé le personnel du Dépôt GPL de Bipaga du 28 octobre au 22 novembre. Cette formation a permis aux agents de la SNH, y compris le personnel non-technique, d'acquérir des connaissances et des compétences leur permettant d'intervenir sur les installations en cas de départ de feu. Les sapeurs-pompiers se sont montrés satisfaits de l'implication de l'ensemble des agents et du management de la SNH.

Proposé par SBK, CD, CN et Patrick Hervé Baboga





## Focus sur le marquage chimique des produits pétroliers au Cameroun

Les diverses formes de fraude sur les produits pétroliers faisaient perdre environ 32 milliards de FCFA chaque année à l'Etat. Pour mettre un terme à ces pratiques, le gouvernement a institué en novembre 2010, un Programme de Marquage Chimique des Produits Pétroliers. Une vingtaine d'années après, le programme a-t-il atteint les objectifs fixés ? SNH Infos ouvre le dossier et propose des éclairages sur cette technologie et ses retombées.

### Le marquage : une solution simple, rapide et fiable

Le processus de marquage chimique des produits pétroliers commence en amont par le marquage et se termine en aval par le contrôle.

Afin de prévenir et détecter la fraude sur les produits pétroliers, l'Etat a lancé en 2011, une solution de marquage chimique des carburants. Dénommée "Programme de marquage des produits pétroliers", l'opération est conduite par l'intermédiaire de la société Hydrocarbures, Analyses et Contrôles (Hydrac), filiale de la SNH.

Le programme de marquage des carburants a pour but de limiter la fraude sur les produits pétroliers. Il préserve les recettes fiscales provenant de la vente de ces produits.

Le marquage consiste, en amont, à introduire d'infimes quantités de marqueurs dans les produits pétroliers, à la sortie des dépôts de la Société nationale de raffinage (SONARA) et de la Société camerounaise des dépôts pétroliers (SCDP).

Les marqueurs utilisés sont des nanoparticules, invisibles à l'œil nu. Ces traceurs sont introduits dans les produits pétroliers en fonction des quantités chargées, du type et de la destination du produit. Ainsi, tous les produits

pétroliers en circulation sur l'étendue du territoire national auront un marqueur spécifique, différent de ceux en usage ailleurs. Les marqueurs sont infalsifiables et inimitables.

Les produits ainsi marqués, vont être tracés pour s'assurer qu'ils n'ont pas subi d'altération chemin faisant. Des contrôles sont ensuite effectués, dans le but de vérifier si les produits marqués à la source de la SONARA ou à la SCDP, sont les mêmes qui sont distribués aux consommateurs finaux.

#### Contrôles inopinés

Pour ce faire, les équipes constituées d'experts d'Hydrac et des membres de la Brigade nationale de supervision du programme, effectuent des prélèvements inopinés et répétés sur le terrain, dans chaque point de consommation, sur chaque cuve. Ces tests sont réalisés à l'aide d'équipements appropriés, fabriqués par l'entreprise qui produit les marqueurs ; ce qui garantit une meilleure sécurisation du programme.

Deux tests sont réalisés : un test qualitatif, pour déterminer la présence de produits défiscalisés tel le pétrole lampant, les carburants des forces de défense, les carburants destinés à l'export ou à des soutes maritimes, dans du gasoil ou du super, distribués en station-service. Le second test, quantitatif, permet de détecter la présence de produits ne provenant pas des circuits légaux de distribution, et de mesurer le taux de pollution.

Ces tests ont la particularité d'être rapides et fiables, une station-service pouvant être contrôlée en 30 minutes. En un mois, 700 à 800 stations peuvent être contrôlées.

La fréquence élevée des contrôles finit par dissuader les fraudeurs ; ce qui a permis de relever de façon significative et dans des délais raisonnables, les recettes de l'Etat en ce qui concerne les taxes et prélèvements divers sur la vente des produits pétroliers.

Alain Claude Alima

## Hydrac, a quality control expert at the service of the State

Hydrac S.A., a company specialising in oil inspection, was selected by the Cameroonian government in 2011, following an invitation to tender, to conduct a programme to chemically mark petroleum products. After a conclusive six-month pilot phase, Hydrac S.A. and its partner Authentix were awarded a long-term contract with the government to continue the programme.

Within the framework of this programme, Hydrac is in charge of setting up infrastructures, providing human resources and operational, commercial, administrative and financial management. It thus ensures control and monitoring of both marking operations and stock control actions of national petroleum products.

After the product marking phase throughout the supply chain, mainly at the refinery and storage depots, unannounced and repetitive controls of sales points are carried out by teams made up, each time, of two Hydrac controllers and a member of the national supervision brigade.

Hydrac inspectors carry out two types of tests covering both qualitative and quantitative aspects. Qualitative tests detect the presence of tax-exempt



products in the products tested. These can be lamp oil, defence force fuels or fuels intended for export. Quantitative tests make it possible to detect in a quarter of an hour the presence of products coming from illegal distribution channels as well as the rate of pollution.

These controls make it possible to detect the diversion or adulteration of petroleum products. As a result, if tests prove positive, a fraud report is drawn up and three samples are taken for in-depth analysis. Confirmatory tests are carried out in the laboratory on the same day and in the event of confirmation of fraud, a report is sent to the Directorate of Petroleum Products and Gas of the Ministry of Water and Energy, which is responsible for applying the penalties laid down by law.

The confirmation of the fraud also leads to the immediate closure of the sales point, which can only be reopened after the payment of a fine, the emptying of its tanks and the transportation of their contents to the treatment point, the costs of which will be borne by the marketer.

Zakyatou D. Abdoulatif



## Hydrac et Authentix : un partenariat fructueux



Hydrac S.A. est une entreprise spécialisée dans les inspections et les contrôles. Elle est l'une des pionnières dans le domaine des inspections en Afrique Centrale, avec 38 ans d'expérience. Ses activités vont de l'inspection pétrolière aux contrôles non destructifs, en passant par les analyses en laboratoire ainsi que la formation dans le domaine des contrôles, inspections et contrôle qualité, Hygiène, Sécurité et Environnement. Basée au Cameroun, la société détient des filiales au Tchad et en République Démocratique du Congo (RDC).

Dans le cadre du programme de marquage des produits pétroliers au Cameroun, Hydrac travaille en partenariat avec Authentix. Cette entreprise américaine est spécialisée depuis plus de 25 ans dans l'authentification des produits pétroliers et des produits de marques, notamment les produits pharmaceutiques,

agrochimiques et spiritueux. Leader mondial en matière d'authentification, Authentix fournit des produits permettant de contrôler l'intégrité des chaînes d'approvisionnement et de lutter efficacement contre les fraudes. La compagnie a notamment pour clients de grandes entreprises de commercialisation de produits pétroliers ainsi que des sociétés pétrolières nationales. Authentix développe également des solutions pour la protection des devises de nombreuses banques centrales de premier plan dans le monde.

La technologie d'Authentix est utilisée par Hydrac pour ses opérations de marquage et de contrôle des produits marqués. Le groupement Hydrac & Authentix a également été retenu pour conduire le projet de marquage des produits pétroliers de la RDC en 2016.

Zakyatou D. Abdoulatif

## Safeguarding government revenue, the main benefit of marking

According to Hydrac, concordant studies estimated the losses resulting from fraud in the distribution of petroleum products in Cameroon at nearly 40 billion CFA francs per year before 2010. This fraud gradually decreased from 36% in 2012 to 0.62% in 2018.

As regards the financial gains obtained by the State thanks to

the implementation of the programme to chemically mark petroleum products, they rose from 42.9 billion CFA francs in 2012 to 154.30 billion CFA francs in 2016. This situation can be explained by the introduction of unannounced controls, which limits the chances of fraudsters, and the gradual

extension of the programme's coverage area resulting in particular from the expansion of the distribution network for petroleum products. Indeed, the rate of coverage of the national territory in service stations increased from 25% to 60% between 2012 and 2017.

Unannounced controls and the innovative method for detecting any dilution of marked products make it possible to effectively combat fraud in the distribution of petroleum products throughout the national territory.

Zakyatou D. Abdoulatif

### Gains financiers obtenus (en milliards de Fcfa)

Gain annuels	TSPP	Diverses TVA	Autres taxes et prélèvements	Total des taxes et prélèvement
2012	10,1	10,1	22,7	42,9
2013	9,2	9,2	19,9	38,3
2014	14,9	14,57	39,27	68,74
2015	31,18	29,62	95,09	155,89
2016	30,86	29,32	94,122	154,30

TSPP: Taxe sur les produits pétroliers

Source : Hydrac

## Les mille et un visages de la fraude des produits pétroliers

Les fraudeurs utilisent divers stratagèmes pour s'assurer des gains au détriment de l'Etat.

Selon une étude réalisée en 2011, le taux moyen de fraude dans le circuit de distribution formel des carburants était de 36%. Certaines localités du Cameroun culminaient même à près de 70%. Cette fraude, préjudiciable à l'économie, à la santé des populations et au fonctionnement des industries se présente sous plusieurs formes.

La première forme de fraude concerne les importations de contrebande. La pratique consiste à faire entrer de façon illégale au Cameroun, des carburants des pays voisins, où les prix sont inférieurs à ceux en vigueur sur le territoire national. Certains de ces produits proviennent du vol de produits issus du circuit légal, d'autres de raffineries artisanales illégales. Ils sont revendus sur le marché local sans droits de douane, ni taxes.

### Détournement des essences exonérées

Il y a également les fausses exportations et les soutages fictifs. Il s'agit ici des produits déclarés pour l'exportation ou destinés aux soutes des navires, mais qui sont reversés dans des stations-services ou vendus aux grands consommateurs. Ces produits, qui sont exonérés de certaines taxes du fait de la destination déclarée, assurent d'importants gains aux fraudeurs et des pertes à l'Etat.

Une autre pratique est le détournement des essences



Les produits frelatés sont une menace pour l'économie...

exonérées de certaines taxes, destinées à des administrations précises, à l'instar des forces de défense ou des exploitations minières. Le coût de certains de ces produits est entièrement supporté par l'Etat. Mais, ils se retrouvent en stations-services ou chez de grands consommateurs.

Le frelatage du supercarburant ou du gasoil avec le pétrole lampant est une autre pratique courante. Le mode opératoire des fraudeurs consiste, ici, à mélanger du super ou du gasoil avec une quantité de pétrole lampant allant parfois jusqu'à 50% du volume. Ce mélange est ensuite vendu au prix du gasoil ou du super, ce qui entraîne des gains énormes pour les fraudeurs, en raison de la différence de prix entre ces produits et le pétrole lampant fortement subventionné par l'Etat parce que destiné aux populations peu nanties.

D'autres procédés de fraude existent. Elles incluent notamment, l'usage du pétrole comme carburant pour les machines dans certaines industries. Il doit être déclaré comme tel et les taxes supplémentaires dues doivent être payées, ce qui est rarement le cas.

Il y a, enfin, des mélanges de produits de qualité douteuse avec les carburants.

Ces mélanges augmentent la pollution environnementale par le rejet de substances toxiques et exposent les populations à des problèmes de santé.

Toutes ces pratiques entraînent des gains supplémentaires pour les fraudeurs, tout en privant l'Etat des recettes fiscales escomptées. Elles sont aussi responsables de la détérioration des moteurs, de l'augmentation de la pollution environnementale, des risques pour la santé et pour la sécurité des hommes et des biens. D'où la mise en place d'un programme de marquage chimique des carburants, censé mettre un terme à la fraude sous toutes ses formes.

Alain Claude Alima



...et la santé des populations

David Ekoume

## "Les retombées du marquage des produits pétroliers au Cameroun sont nombreuses"

Le Directeur Général d'Hydrac donne des éclairages sur le marquage chimique des produits pétroliers et ses retombées pour l'économie camerounaise.



a décidé de pérenniser l'activité par des marchés successifs.

Il faut savoir que l'Etat camerounais, depuis longtemps, n'a eu de cesse de prendre des mesures pour éradiquer la fraude sur les produits pétroliers. La plupart de ces mesures ayant présenté des résultats limités, l'Etat a depuis 2010, opté pour la mise en œuvre de la solution "Marquage chimique des produits pétroliers" qui a fait ses preuves dans plusieurs pays à travers le monde et en Afrique.

**Le marquage au Cameroun se fait-il de la même manière que dans les autres pays africains, voire occidentaux ?**

Le principe du marquage est le même dans tous les pays, africains ou occidentaux. Cependant, chaque programme fait l'objet d'une solution particulière qui dépend notamment de son schéma logistique, de ses circuits de distribution, de la taxation des différents produits et bien d'autres facteurs. Le nombre de sites d'opération, le nombre de marqueurs à mettre en place et l'organisation des contrôles dépendront de tous ces éléments.

Des contrôles inopinés et répétitifs sont ensuite organisés sur le terrain à l'aide des équipements appropriés, permettant un contrôle rapide. Ces contrôles permettent de détecter de façon instantanée toutes les formes de fraude.

Au Cameroun, un Programme Pilote a été lancé en 2011 et au vu des résultats satisfaisants, l'Etat

**Que représente cette activité en termes de volume chez Hydrac ?**

Pour Hydrac, il s'agit d'une activité d'une importance capitale puisqu'elle représente environ 40% de notre chiffre d'affaires.

**Quelle est la répartition des rôles entre Hydrac et Authentix dans cette activité ?**

Déjà, précisons que la mise en œuvre du Programme du Cameroun a été confiée au Groupement Hydrac-Authentix dès la phase pilote. Dans le cadre de ce programme, Hydrac est en charge de la mise en place

**Le marquage représente environ 40% de notre chiffre d'affaires**

des infrastructures, la mise à disposition des ressources humaines, du matériel roulant et du matériel non technique, la gestion du programme et des relations avec l'Etat et les autres parties intéressées. Authentix, quant à elle, est chargée de la mise à disposition des marqueurs, des consommables techniques, du matériel de contrôle et de tout le matériel technique, ainsi que de l'assistance technique.

**Comment le marquage chimique permet-il de lutter contre la fraude sur les produits pétroliers ?**



La spécificité du marquage réside dans la rapidité et la fiabilité de la méthode. En effet, le marquage permet de déceler de façon sûre et en quelques minutes, toutes les formes de fraude, ce qui entraîne l'application rapide des sanctions. Grâce à cette rapidité, plusieurs tours de contrôles peuvent être organisés sur la totalité des points de distribution en un seul mois.

Dès le lancement du programme, les résultats ont été immédiats. Par exemple, parti d'un taux de pollution moyen de 36% en début 2012, on est arrivé à 4% à la fin de la même année et depuis 4 ans, ce taux reste inférieur à 2%.

**Quelles sont, justement, les retombées du marquage chimique des produits pétroliers au Cameroun ?**

Les retombées du marquage chimique des produits pétroliers au Cameroun sont nombreuses. Nous pouvons citer la réduction de la fraude de 36% à moins de 2% et l'augmentation des gains fiscaux de l'Etat dans ce secteur, soit environ 40 milliards de F CFA par an. Il y a également la préservation des moteurs des véhicules et autres outils de production, ainsi que la réduction de la pollution environnementale et la préservation de la santé des populations.

**Hormis le marquage chimique, existe-t-il d'autres moyens de lutte contre la fraude des produits pétroliers identifiés par Hydrac ?**

Hydrac est engagée dans le

contrôle de la qualité et des quantités de produits pétroliers depuis sa création en 1982 et justifie par conséquent, d'une longue expérience dans la lutte contre la fraude dans ce secteur. Comme moyens de lutte mis en œuvre à ce jour, on peut citer entre autres : le contrôle de la qualité et des quantités de produits pétroliers, le contrôle des quantités et de la qualité des produits dans les stations-services pour le compte des marketteurs, la recherche de la pollution dans les produits pétroliers commercialisés, l'organisation des opérations "coup de poing" par le Ministère de l'Eau et de l'Energie (MINEE), les audits des pertes pour le compte des marketteurs, etc.

Hydrac est une société spécialisée dans les contrôles et en Afrique subsaharienne, elle est l'une des rares entreprises africaines dans ce secteur qui fait face sans complexe à la concurrence des multinationales occidentales. Nos activités couvrent des secteurs aussi variés que l'inspection pétrolière et gazière (bruts et produits finis), les contrôles non destructifs (CND), le contrôle des installations électriques, le contrôle des appareils de levage et appareils à pression, le contrôle des véhicules, le contrôle des constructions, les analyses en laboratoires (hydrocarbures, aliments, eau, café, cacao...), la métrologie et les formations techniques.

**Quels sont les principaux autres segments d'activités porteurs d'Hydrac ?**

Interview conduite par Alain Claude Alima

### Petit lexique du marquage chimique



- **Atome** : Particule d'un élément chimique qui forme la plus petite quantité susceptible de se combiner.
- **Molécule** : La plus petite partie d'un corps susceptible d'exister à l'état isolé en gardant les caractères de ce corps.
- **Marqueur** : Atome/molécule dont la présence, même minime, est repérable au sein d'une substance
- **Traceur** : élément ou composé chimique identifiable aisément par des méthodes physico-chimiques.
- **Marquage** : Addition d'un traceur liquide ou à des matériaux pour pouvoir en suivre le mouvement.
- **Traçage** : Action de suivre un produit marqué dans la chaîne d'approvisionnement
- **Adultération** : pratique frauduleuse consistant en l'ajout d'un produit de moindre valeur à un autre produit, qui est alors vendu ou donné pour ce qu'il n'est pas.

ZD

## Chanas Assurances: Un nouveau DG pour reprendre le leadership

L'Ivoirien Léonce Augou, nommé en juillet dernier par le Conseil d'administration, a été officiellement installé le 2 septembre dans ses fonctions à Douala par le Président du Conseil d'Administration, Maurice Matanga. Il lui a été prescrit d'œuvrer pour que Chanas Assurances retrouve sa place de leader du secteur des assurances au Cameroun dès 2020 et de poser les jalons de la construction d'un grand groupe panafricain d'assurance.

Léonce Augou est aussi invité à mettre sur pied une organisation efficiente permettant d'offrir aux

clients une qualité de service irréprochable et des prestations adaptées à leurs besoins. Cela conformément à sa nouvelle démarche qualité, engagée depuis avril 2019, qui vise à obtenir la certification Iso 9001 version 2015, relative au système de management de la qualité.

Titulaire d'un diplôme d'études supérieures en Assurance (DESA), le nouveau DG officiait auparavant à Saham Assurance Côte d'Ivoire comme directeur Partenariats et synergie.

Zakyatou D. Abdoulatif



Léonce Augou a été installé le 2 septembre



**Gaz du Cameroun : La production moyenne du champ Logbaba a augmenté de 190% au cours du 1<sup>er</sup> semestre 2019.** Elle s'est établie à 9,9 millions de pieds cubes par jour à fin juin, selon un communiqué de Victoria Oil & Gas, maison-mère de l'entreprise. Les ventes de gaz de Logbaba, qui ont atteint 1 785 millions de pieds cubes, ont généré un chiffre d'affaires de 10,7 millions USD, contre 5 millions USD un an plus tôt. Sur un autre plan, des audits de conformité de la société aux normes ISO 9001, 14001 et 45001 ont été réalisés avec succès.

CD

**Tradex : La société a intégré son nouveau siège social.** C'est un communiqué signé le 11 novembre qui annonce cette bonne nouvelle : depuis le 25 octobre, l'administration centrale de cette filiale de la SNH est installée au quartier Bonanjo de Douala, sur la rue Christian Tobie Kuoh.

Le siège social de Tradex est bâti sur une surface de 3 200 m<sup>2</sup>. Les bureaux, espaces collaboratifs et de détente qui y sont aménagés couvrent environ 6 000 m<sup>2</sup>. Le bâtiment est notamment doté d'une bibliothèque, d'une cantine et d'une salle de sports.

HAGA



## Le nouveau DG de Tradex a pris fonction

Simon Paley a été installé le 13 décembre à Douala, au lendemain de sa désignation dans le cadre d'une session extraordinaire du Conseil d'administration tenue à Yaoundé.



La cérémonie d'installation s'est tenue au sein du tout nouveau siège de Tradex, sis au "plateau Joss" à Douala. Elle était présidée par Bernard Bayiha, Administrateur de la société, représentant le PCA Adolphe Moudiki. Le personnel de l'entreprise, des Administrateurs, des responsables de sociétés partenaires et des membres du Directoire de la SNH en poste ou séjournant à Douala y ont pris part.

M. Bayiha a présenté le nouveau DG à l'assistance. Certains de ses collègues et partenaires ont appris à cette occasion, qu'il est ingénieur pétrochimiste de formation, par ailleurs titulaire d'un doctorat en Sciences. Recruté par la SNH le 15 octobre 1986, il y a notamment occupé les fonctions de chef de service Commercialisation du brut, chef de service Trading et Directeur Commercial - casquette sous laquelle le plus grand nombre le connaît, car il la porte depuis 2003. M. Paley se retrouve en territoire connu non seulement de par sa formation et son profil de carrière, mais également, parce qu'il siégeait depuis 2009, au sein du conseil d'administration de Tradex. De plus, il présidait depuis sa mise en place cette année, la Commission interne de passation

des marchés de cette filiale dont la SNH détient 54% des parts.

Le DG sortant a invité ses collaborateurs d'hier à poursuivre avec leur nouveau dirigeant, l'œuvre bâtie ensemble, afin de soutenir le développement continu de Tradex. « Il a la formation et l'expérience requises. (...) Vous avez la chance d'avoir quelqu'un d'exceptionnel », a souligné Perrial Jean Nyodog, avant de « remercier le personnel de Tradex pour tout le travail abattu. (...) Le succès de Tradex, c'est à vous qu'il revient », a relevé celui qui présidait aux destinées de la société depuis 19 ans.

En territoire connu

Son successeur, Simon Paley, n'a pas manqué de saluer l'action de M. Nyodog, ajoutant à l'attention de ses nouveaux collaborateurs: « Nous allons continuer l'œuvre de Perrial et si nous pouvons faire plus, il va forcément apprécier. Moi, je suis là pour coordonner nos actions. (...) C'est vous qui devez continuer de faire monter Tradex ».

L'émotion, palpable à plusieurs moments dans la salle de cérémonie, a connu son apogée lors du départ de M. Nyodog de Tradex, accompagné par une haie constituée par le personnel, qui l'a applaudi à tout rompre. Le personnel a ensuite regagné l'entreprise, aux côtés de son nouveau berger.

Haouwa-Adji Garga Abdouramani

## A new service station built in the Central African Republic

It is located in Damara, a city about 75 km from the capital, Bangui. The service station was inaugurated on 26 July by the Central African Minister in charge of Energy Development and Water Resources, in the presence of Perrial Jean Nyodog, in his capacity as Chairman of Tradex Central Africa. The construction of Tradex Damara, built on an area of 1 200 m<sup>2</sup>, cost 360 million CFAF. The station has a storage capacity of 25 000 litres of fuel and 100 gas bottles. This new sales point brings to six the number of operational Tradex service stations in the CAR.

ZD/CD

**Africa :** The share of natural gas in Africa's energy mix will increase from 20% to 25% over the next 20 years, according to the International Energy Agency (IEA). This increase will be driven by Mozambique, Tanzania, Mauritania, Senegal, Egypt and South Africa. These countries alone account for 40% of the major gas discoveries recorded between 2014 and 2018.



**Nigeria :** The country is no longer one of the top five LNG exporters in the world, according to Reuters. Nigeria, which was competing for 4<sup>th</sup> and 5<sup>th</sup> place in the ranking with Indonesia, was outperformed by the United States and Malaysia. The US has increased its exports and currently controls 10% of the market share, while Malaysia attained this level thanks to the launching of new LNG projects.

**Senegal:** The production of the first barrel of oil, announced for 2022, is now expected in 2023, according to Petrosen. The State company, which explains this change in schedule by the desire to optimize the economic parameters of the project, plans to put ten oil exploration blocks on promotion during the first semester 2020. The process will last six months and will be supported by the geophysics company TGS, which has a wide range of data on all the areas involved, including 2D, 3D, multibeam and seabed sampling seismic data.

## EITI : The 2019 Standard brought changes

*Here's a synthesis of the new requirements of the 2019 Standard, adopted during the 9<sup>th</sup> EITI Global Conference.*

1. Encouraging gender considerations in EITI
2. Improving systematic disclosures related to state participation and State-owned enterprises
3. Reflecting emerging practices on licensing transparency
4. Reflecting emerging practices on contract transparency
5. Encouraging more granular production and export data
6. Moving towards systematic disclosures and improved data assurances
7. Reflecting progress on commodity trading transparency
8. Clarifying the EITI's approach to project-level reporting
9. Reflecting emerging practices on local level reporting
10. Environmental reporting
11. Encouraging open data efforts
12. Strengthening the review of outcomes and impact from EITI implementation
13. Clarifying requirements related to compliance and deadlines for implementing countries.

Good to know: the Extractive Industries Transparency Initiative (EITI) is the global standard to promote an open and accountable management of oil, gas and mineral resources. The global standard established by EITI requires the disclosure of information along the extractive industry value chain from the point of extraction, to how revenues make their way through the government, and how they benefit the public. The EITI is implemented in 52 countries (including Cameroon) and supported by a coalition comprising government, companies, and civil society.

Proposed by Haouwa-Adjji G. A.  
Source : www.eiti.org

**OPEC:** The cartel's oil production, which represents 39% of the world total, could fall to 36% in 2025. The organization has decided to reduce its oil production and sell 7% less black gold each year for the next 5 years. According to the International Energy Agency (IEA), world crude oil stocks will jump substantially in 2020 if the organisation does not further reduce its production. Analysts estimate that the organisation needs to add a further minimum reduction of 800,000 barrels per day, during the first half of 2020, in order to maintain the normal flow of global stocks.

**Benin :** Total will install a floating liquefied natural gas import and regasification terminal (FSRU) with a capacity of 500 000 tons offshore in 2021. The plant will be operated by the group for 15 years.

**Niger :** The construction of a pipeline that will link the Agadem field to Semé port in Benin was launched on 17 September. This pipeline will export some 90 000 b/d of oil by 2022. Supply to the Zinder refinery in Niger, which has a capacity of 20000 b/d, will continue concurrently.

Sandrine Bidiás A Kedi  
Sources : Europétrole,  
World oil, Oil & Gas people,  
LNG Worldnews



Officiels, élèves et étudiants ont apprécié la présence de la SNH au SAPEF

## La SNH encourage la formation des jeunes aux métiers du pétrole et du gaz

Elle a participé à cet effet, au Salon pour la Promotion des Études Françaises, tenu du 29 au 31 octobre au Club Camtel de Douala.

Ils étaient plus d'une centaine chaque jour à découvrir dans le stand de la SNH, les métiers du pétrole et du gaz, les écoles formant dans ces spécialités ainsi que les débouchés possibles. Les visiteurs étaient composés principalement d'étudiants, d'élèves du second cycle scolaire, d'enseignants et de conseillers d'orientation. Ils ont également eu droit à des explications relatives aux activités de l'entreprise.

Afin de favoriser la rétention des informations données, des quizz ont été organisés, permettant de gagner des T-shirts, casquettes

et polos marqués du logo de la SNH. L'animation était alors à son comble dans le stand de la SNH.

Lors de son passage au stand de la SNH, le Recteur de l'Université de Douala, Représentant du Ministre d'Etat, Ministre de l'Enseignement Supérieur, qu'accompagnait le Consul de France à Douala, a salué le soutien de la SNH à la formation de la Jeunesse. Tout en félicitant la SNH, Magloire Ondoua a exprimé sa satisfaction quant à la multiplicité des métiers qu'offre le secteur des hydrocarbures.

Jean-Jacques Essengué Ngollo

## Le CETIC de Fifiinda reçoit une imprimante multifonctions moderne

Le don de la SNH a été remis le 14 septembre. Dans son mot de bienvenue, le directeur du CETIC, Venant Bidjoka, a exprimé sa gratitude à l'endroit de l'ADG de la SNH pour avoir répondu favorablement à une demande formulée par son établissement.

À sa suite, le représentant de la SNH a présenté le don offert. Il



Pour faciliter la mise en service de cet outil, un matériel de démarrage, constitué de cartouches d'encre et de rames de papiers, a également été offert à l'établissement, dont le directeur a promis de faire bon usage.

Le CETIC de Fifiinda, situé à quelques kilomètres des installations de la SNH à Kribi, a été créé en 2006 et est opérationnel depuis 2010. Il compte environ 100 élèves pour 16 enseignants.

Carnot Doundze



It is with unabashed curiosity and a keen interest that the educational and university community welcomed SNH agents to the festivities grounds in Ngaoundere.

The opening ceremony took place on October 23 late in the morning, under the chairmanship of the governor of the region. The latter and the delegation that accompanied him during the inaugural visit of the exhibition, were hosted at SNH's stand by the Head of the Communication Division and the Human Resources Manager.

In addition to a verbal presentation of the company's activities, 1 500 leaflets as well as company presentation brochures and copies of the SNH Infos magazine were distributed to visitors.

Winning quizzes were organised for visitors, who expressed overall satisfaction with all the information received, which already makes many dream of a brilliant career in the oil and gas industry.

Zakyatou Djamilah Abdoulatif

## SNH hosted the 2019 batch of interns



123 students completed internships at SNH this year, i.e. 43 academic interns and 80 holiday interns. They did their internships in the company between March 1 and September 2, in several groups. These young people thus experienced the

realities of the professional world, to their greatest satisfaction. The interns were selected following the examination of their files by an ad hoc Committee responsible for examining applications for holiday and

academic internships. The 11 members of this Committee, set up by SNH in January 2006, review a total of 819 applications. This was in order to ensure fair treatment, taking into account both the academic performances of applicants and the need for regional balance.

JKM

### « J'ai eu la chance de visiter un site de forage »



**Frank Freddy Atapa Njombé**

« L'objectif de mon stage était de joindre la théorie à la pratique. J'ai trouvé une bonne atmosphère de travail à la SNH et une bonne communication avec les encadreurs. J'ai eu la chance de visiter un site de forage à Mvia. Ce voyage a été très éducatif, car il m'a permis de me familiariser avec les différents appareils trouvés sur le site et d'en savoir plus sur le long processus de séparation des fluides du réservoir. Ces nouvelles connaissances m'aideront vraiment pour la suite. »

Propos recueillis par JKM

## Contrôle ophtalmologique pour tous les agents

C'est l'innovation de l'année 2019 dans le cadre de la visite médicale systématique qu'organise la SNH au bénéfice de tous ses agents. En effet, auparavant, le contrôle ophtalmologique concernait uniquement les chauffeurs, les standardistes et les documentalistes.

A Yaoundé, la visite oculaire a été menée par les praticiens du centre Magrabi Ico Eye Institute Cameroon du 15 novembre jusqu'à la fin de l'année.

Les examens habituels de laboratoire et de radiographie se sont déroulés du 18 au 28 novembre. Des examens de cœur, réservés aux plus de 50 ans, ont également été conduits les 9 et 10 novembre.



A Douala et à Kribi, les visites se sont déroulées au cours de la même période, en collaboration avec le médecin d'entreprise de chaque localité.

Zakyatou Djamilah Abdoulatif

## Head office staff sensitised on malaria

An educational talk on malaria was held on October 15 at the head office. The session was moderated by two officials from the Ministry of Public Health. They indicated that malaria is a deadly infectious disease, affecting about half of the world's population. Recent statistics report 219 million cases in 87 countries. Cameroon ranks

at the 10<sup>th</sup> place among infected countries. The country has put in place a Strategic Plan for the fight against malaria. It is structured around four main axes: political commitment, the strategic use of information, the main policies and strategies to fight against malaria and the coordination of the national response.

ACA

## La SNH accompagne deux agents à leur dernière demeure

### Aurevoir à Georgette Mba Mengue

Georgette Mba Mengue a entamé son dernier voyage le 16 août dernier à l'hôpital gynéco-obstétrique et pédiatrique de Yaoundé, où a eu lieu la levée de corps en présence de collègues, parents et amis.

La délégation de la SNH aux obsèques à Messama III, son village natal, était constituée d'une soixantaine de personnes et conduite par le Directeur des Ressources Humaines (RDH), Richard Priso, représentant l'ADG.

Dans son oraison funèbre, le DRH a rappelé que Mme Mba Mengue a été recrutée le 09 janvier 1985 à l'âge de 25 ans, en qualité d'agent de maîtrise. Elle sert alors au Service du Personnel. Elle est affectée quatre mois plus tard à la Direction commerciale où elle passera 20 ans. C'est en 2005 qu'elle rejoint la Section Achats de la Direction des Affaires Générales, où elle travaillait encore la veille de son décès.



dans la nuit du 25 au 26 juillet, elle s'apprêtait à prendre une retraite bien méritée le 1<sup>er</sup> avril 2019.

M. Priso a souligné que la société perd en elle un agent serviable et responsable, qui s'impliquait à fond dans l'organisation des manifestations de l'entreprise, notamment la Journée Internationale de la Femme et la Fête des Mères.

Gérard Njoya Gbetkom

Arrachée brutalement à la vie par un accident de la circulation

### Farewell Benjamin Djodjol



De l'homme, on retiendra le flegme légendaire, ce petit sourire, comme hérisant, qui flottait au coin des lèvres, mais également, l'assiduité et la ponctualité. Il aura été ainsi au cours de ses 33 ans passés à la SNH, qui l'ont vu aller du Service Documentation à la Section Courrier, puis au magasin et à la Section Achats, avant de revenir à la Section Courrier, son dernier point d'ancrage.

Les obsèques de M. Djodjol, qui se sont déroulées du 12 au 14 décembre dernier, ont permis à ses collègues d'hier, de lui dire non plus au revoir, comme l'an dernier, mais adieu. Et merci pour la part de chemin parcourue ensemble.

HAGA

## Christmas gifts for 428 children



More than 700 gifts were purchased for children of the staff.

The traditional Christmas tree ceremony was held on December 20 at SNH head office. This year, 715 gifts were purchased for 428 children aged 0 to 15. The gifts included sports equipment, board and robotic games, dolls, tablets, etc.

JKM



The ceremony was enlivened by GAS SNH choir.

## Clovis Kamzong Abossolo meilleur Camerounais au Grand Prix Chantal Biya

La compétition s'est déroulée du 15 au 20 octobre 2019

Le capitaine de SNH Vélo Club pointe à la huitième position au classement général individuel, à 18 secondes du vainqueur du Grand prix. Le même écart sépare le maillot jaune d'Artuce Tella, son coéquipier, qui arrive à la dixième place. SNH Vélo Club est classé 5<sup>e</sup> équipe de la compétition.

L'épreuve a été remportée par l'Algérien Azzedine Lagab, qui s'est adjugé le Maillot jaune depuis la première étape.

Il finit premier au classement général devant

**SNH, sponsor du maillot Jaune**

le Slovaque Marek Canecky et le Néerlandais Arjan Hofman. Son compatriote Yacine Hamza a remporté la quatrième et dernière étape. Les 2<sup>e</sup> et 3<sup>e</sup> étapes ont été remportées par le Slovaque Marek Canecky.

Cette édition a réuni au total 35 coureurs, répartis en sept équipes. Outre les deux équipes du Cameroun, les participants sont venus d'Algérie, du Rwanda, de France, des Pays-Bas et de Slovaquie.

Le Grand Prix s'est couru en quatre étapes sur une distance totale de 543 km. La plus petite vitesse moyenne de la compétition était de 39 km/h et la plus grande, 44 km/h.

L'un des temps forts du Tour aura été la présence de la Première Dame à l'arrivée de la course à Yaoundé. Chantal Biya a tenu à féliciter chaque coureur ayant pris le départ de cette 19<sup>e</sup> édition et a personnellement remis le maillot jaune, marqué du logo de la SNH, au vainqueur de la compétition.



La marraine de la compétition est venue, par surprise encourager les coureurs camerounais

De fait, fidèle à son engagement, la SNH a, comme par le passé, sponsorisé le maillot jaune de la compétition. Elle a également accordé une prime au porteur du maillot jaune à chacune des quatre étapes de la compétition.

JEN/CD

## Third place in the Ivory Coast Cycling Tour for Artuce Tella

Rider Artuce Tella of SNH Velo Club took 3<sup>rd</sup> place on the podium at the Ivory Coast Cycling Tour, held from September 9<sup>th</sup> to 14<sup>th</sup>. His teammates, Herve Raoul Mbah and Kamzong Abossolo, won respectively the 5<sup>th</sup> and 6<sup>th</sup> laps of this competition which was held over a total distance of 616.8 km at an average speed of 39.048 km/hr. Cameroon took the lead in the overall team classification ahead of Burkina Faso and Ivory Coast. The competition was won by the Burkinabe cyclist, Paul Daumont, who took over from the Ivorian Isiaka Cisse.

JEN



Artuce Tella

## Perenco, Sonara et SNH se jaugent à Bafoussam

La 7<sup>e</sup> édition du Mini Tournoi Triangulaire (MTT) de volleyball, de basketball et de handball s'est tenue le 26 octobre. Les rencontres ont vu la participation des équipes de volleyball, de basketball et de handball des sociétés du groupe SNH, de Perenco et de la Sonara.

Peu avant le coup d'envoi des différents matches, le Président du Comité d'organisation, Joseph Kamde de Perenco, dans son mot de bienvenue, a loué les efforts de la Sonara qui, malgré les difficultés qu'elle traverse, n'a ménagé aucun effort pour la réussite de cette édition. Il a prescrit le fair-play à toutes les délégations, pour une journée sportive amicale et fraternelle, dont le but n'est pas de gagner à tout prix.

Cette journée sportive a été marquée par la pluie, qui n'a pas permis de



Unité dans la diversité du secteur pétrolier

mener les jeux à leur terme. Les délégations ont alors pris la route pour une visite au palais du chef Bandjoun.

Gérard Gbetkom Njoya

## Great performance by SNH golfers at the Inter-Petroleum Golf Tournament

### Iroko et GNV-GNC victorieux à la "All Star Game"

La finale du championnat inter-directions de volley-ball et de basket-ball, baptisée "All star game" s'est jouée le 31 décembre au Club Camtel de Yaoundé, sous la présidence de Jean Pierre Loule, Président sortant de l'ASCH.

Cette finale, très courue, s'est disputée pour le basket-ball, entre les équipes de Bolongo et Iroko qui a remporté la partie par un score de 46 points à 40.

Quant au volley-ball, GNV-GNC est sacrée championne après avoir battu par 2 sets à 0, l'équipe Massongo.

GNG

### Volleyball et basket-ball : l'ASCH remporte la coupe ASCIP 2019

C'était lors du 3<sup>e</sup> regroupement de l'Association Sportive et Culturelle Inter-Pétroliers (ASCIP) qui s'est tenu le 14 décembre au complexe sportif de Perenco à Douala, couplé à la cérémonie de remise des Awards avec la participation de 12 sociétés pétrolières.

L'ASCH a reçu 03 trophées: trophées du vainqueur de la coupe ASCIP en volleyball et en basketball et trophée de participation.

La cérémonie de remise des trophées a été marquée par la remise solennelle du prix spécial ASCIP décerné à l'ADG de la SNH, représenté par le Secrétaire Général sortant de l'ASCH, Pierre André Makon, pour tout ce qu'il fait pour le rayonnement de l'ASCIP.

Gérard Gbetkom Njoya



A delegation from the Hydrocarbons Sports and Cultural Association (ASCH), led by Advisor No. 1, Bernard Bayiha, representing the EGM of SNH, took part in the second edition of this tournament, organised by Perenco, on 19<sup>th</sup> and 20<sup>th</sup> October, on the fairways of the Kribi Golf & Country Club.

This edition was played in mixed series and patsom (doubles).

The unfavourable weather on the first day did not prevent ASCH golfers, braving the rain, from showing off their skills on the playgrounds, while novice players were introduced to golf.

The second day was marked by the coronation of ASCH thanks to Christophe Atangana Ndende, Deputy Production Manager, who achieved the best performance of the tournament and received the Great Rough Man Prize.

The awards ceremony was opened by special gifts offered by the EGM



Handing-over of the participation trophy

to oil companies that took part in this edition (Perenco, Addax Petroleum, Gaz du Cameroun and COTCO). In all, ASCH received eight awards, including the prize for the best performance.

This ceremony ended with the handing over of the baton to Addax Petroleum for the organisation of the 3<sup>rd</sup> edition.

Gérard Gbetkom Njoya

## ASCH : l'équipe Oyié aux commandes



Le nouveau président de l'ASCH

La nouvelle équipe a été portée aux commandes lors d'une élection tenue le 27 décembre, marquée par sa victoire par 224 voix contre 211 pour la liste Makon. Cette nouvelle équipe remplace celle conduite par M. Loule, arrivée en fin de mandat.

Le processus électoral a été conduit par une commission électorale indépendante. Cinq bureaux de vote ont été ouverts (un à Yaoundé, trois à Douala et un à Kribi) et

chaque membre a eu la possibilité de voter dans le bureau de son choix.

Pour la première fois, la campagne électorale a été marquée par des programmes incitatifs présentant des projets collaboratifs, de la propagande via la pose d'affiches, des vidéos projections et l'utilisation des réseaux sociaux pour mobiliser les électeurs.

Carnot Doundze



## LAW N° 2019/008 OF 25 APRIL 2019 TO INSTITUTE THE PETROLEUM CODE

**The Parliament deliberated and adopted,  
the President of the Republic hereby enacts the law set out below:**

**PART I  
GENERAL PROVISIONS**

**SECTION 1:** This law institutes the Petroleum Code and shall apply to the upstream petroleum sector. To this end, it shall:

- promote petroleum operations throughout the territory of Cameroon;
- lay down the conditions for upstream hydrocarbon prospecting, exploration, exploitation, transportation storage and processing;
- lay down the legal, fiscal, customs and foreign exchange regimes of petroleum operations, subject to the provisions of Section 131 below;
- determine the rights and obligations relating to petroleum operations.

**SECTION 2:** For purposes of implementing this law, and ensuring regulatory instruments, the following definitions shall apply:

1. **Authorization:** any or all of the authorizations granted under this Code;
2. **Exploitation authorization:** authorization for hydrocarbon exploitation;
3. **Exclusive exploitation authorization:** authorization for hydrocarbon exploitation granted under a production sharing contract or a risk service contract;
4. **Exclusive exploration authorization:** authorization for hydrocarbon exploration granted under a production sharing contract or a risk service contract;
5. **Prospecting authorization:** authorization for hydrocarbon prospecting;
6. **Provisional exploitation authorization:** provisional authorization for hydrocarbon exploitation;
7. **Exploration authorization:** authorization for hydrocarbon exploration;
8. **Domestic transportation authorization:** authorization issued to an exploitation authorization holder for the conveyance by pipeline or any other means of transportation, of hydrocarbons from exploitation in production facilities right up to treatment and processing plants, or to an export terminal;
9. **Change of control:** any transaction whose purpose or effect is to directly or indirectly terminate the control of the party concerned by its shareholders;
10. **Exploitation concession:** authorization for hydrocarbon exploitation granted under a concession contract;
11. **Local content:** all activities of the national petroleum industry relating to local capacity building, use of local human and material resources, technology transfer, use of local industrial and service companies, and the creation of measurable value added for the local economy;
12. **Concession contract:** petroleum contract attached to a hydrocarbon exploration permit and, as the case may be, to one or more exploitation concessions, whereby the holder is responsible for financing petroleum operations and disposes the hydrocarbons extracted during the validity period of the said contract, subject to the right of the State to collect royalty in kind;
13. **Production sharing contract:** petroleum contract attached to an exclusive authorization and, as the case may be, to an exclusive exploitation authorization, whereby the holder is responsible for financing petroleum operations and receives remuneration in kind through ownership of a share of the production;
14. **Petroleum contract:** concession contract, production sharing contract or risk service contract entered into between the State and a holder for the purpose of carrying out, on an exclusive basis, hydrocarbon exploration and exploitation within a specified area;
15. **Risk service contract:** petroleum contract attached to an exclusive exploration authorization and, as the case may be, to an exclusive exploitation authorization whereby the holder is responsible for financing petroleum operations and receives remuneration in cash. Within the meaning of this Code, a contract of services for services which does not confer the exercise of exclusive rights for hydrocarbon exploration and exploitation shall not be a risk service contract;

16. **Control:** direct or indirect ownership of a portion of the capital conferring on its holder the majority of voting rights in the general meetings of the Party concerned, and/or
  - sole possession of the majority of the voting rights within the Party concerned, pursuant to an agreement concluded with other shareholders of the Party concerned, and/or
  - power to determine, de facto, through the voting rights held by the controlling shareholder, the decisions of the general meetings of the Party concerned;
17. **Discovery:** existence of an accumulation of liquid or gaseous hydrocarbons confirmed by a well which has penetrated hydrocarbon-impregnated rocks, the existence of which was hitherto unknown. Such hydrocarbons are recoverable at the surface and measurable through the production testing methods currently used in the petroleum industry;
18. **Environment:** all the natural or artificial elements and bio-geochemical equilibria which they constitute, as well as the economic, social and cultural factors which are conducive to the existence, transformation and development of the environment, living organisms and human activities;
19. **Environmental and social impact assessment:** systematic review to determine the positive and negative effects of a project on the natural and human environment. It helps to mitigate, pre-empt, eliminate or offset the adverse effects of a project on the environment and the people affected by the project;
20. **Exploitation:** operations intended to extract hydrocarbons for commercial purposes, in particular development and production operation as well as ancillary activities such as the abandonment of hydrocarbon wells, deposits and production facilities;
21. **Natural gas:** all hydrocarbon existing in a gaseous state under an atmospheric pressure of 1 034 kg/cm<sup>2</sup> and a temperature of 15.36° Celsius, including associated natural gas and non-associated natural gas and all its constituent elements;
22. **Associated natural gas:** gaseous hydrocarbons associated, in any manner, with a reservoir containing liquid hydrocarbons;
23. **Non-associated natural gas:** natural gas which is not associated natural gas;
24. **Liquefied petroleum gas:** hydrocarbons composed mainly of a mixture of butane and propane;
25. **Dry gas:** gaseous hydrocarbons containing mainly methane, ethane and inert gases;
26. **Hydrocarbons:** liquid or gaseous compounds found in their natural state, otherwise referred to as crude oil or natural gas, as the case may be, as well as all related products and substances extracted in association with the said hydrocarbons;
27. **Liquid hydrocarbons:** crude oil, condensates, natural gas liquids and liquefied petroleum gases;
28. **Operator:** petroleum company holder or co-holder with adequate technical and financial capacity entrusted with the responsibility of conducting and carrying out petroleum operations pursuant to the provisions of the petroleum contract. The operator or its staff must have a satisfactory track record, particularly in areas and under conditions similar to those of the area applied for and with regard to environmental protection;
29. **Petroleum operations:** hydrocarbon prospecting, exploration, exploitation, transportation, storage and processing activities of the upstream petroleum sector, excluding the refining, storage and distribution of petroleum and gas products classified under the downstream petroleum sector. Activities related to petroleum operations are commercial transactions;
30. **Public body:** any public enterprise set up to carry out one or several petroleum operations, or authorized to carry out such activities, in accordance with the laws and regulations in force in the Republic of Cameroon;
31. **Exploration permit:** authorization granted under a concession contract to prospect for hydrocarbons;
32. **Crude Oil:** crude mineral oil, asphalt, ozokerite and any other liquid hydrocarbons in the natural state or obtained from natural gas by condensation or extraction, including condensates and natural gas liquids;
33. **Collection point:** place of arrival of products from various hydrocarbon operations intended for a petrochemical, gas-chemical or natural gas liquefaction processing plant;
34. **Petroleum products:** all products derived from refining, as

well as products derived from the separation of liquefied petroleum gases;

35. **Prospecting:** preliminary exploration for and detection of hydrocarbon showings, particularly through the use of geological, geophysical or geochemical methods, excluding drillings exceeding a depth of 300 (three hundred) metres
36. **Exploration:** detailed prospecting activities, including wildcatting, to discover commercially exploitable hydrocarbon deposits, as well as appraisal and delineation of a presumed commercial hydrocarbon find and abandonment of exploration wells;
37. **Upstream petroleum sector:** hydrocarbon prospecting, exploration and exploitation activities;
38. **Downstream petroleum sector:** conveyance by pipeline, refining, processing, storage, marketing and distribution of hydrocarbons;
39. **Petroleum company:** a commercial company or public industrial and commercial establishment with the technical and financial capacity to carry out petroleum operations, in hygienic, safe and environmentally-friendly conditions, in accordance with applicable laws and international standards. Such company may be incorporated under Cameroonian or foreign law. In the latter case, it must, prior to the signing of the petroleum contract, have a subsidiary in the Republic of Cameroon which must be registered in the Trade and Personal Property Credit Register, operational for the duration of the petroleum contract, and carry out its activities in accordance with the applicable laws and regulations governing commercial companies in Cameroon. Cameroonians may hold shares or stocks therein;
40. **Sub-contractor:** any natural or legal person providing a service that is part of the petroleum contract holder's main activities;
41. **Storage:** receipt and preservation of quantities of hydrocarbons for future use;
42. **Territory of Cameroon:** land and maritime areas under the jurisdiction of the Republic of Cameroon, including the Exclusive Economic Zone (EEZ) of Cameroon;
43. **Hydrocarbon mining title:** exploration permit or hydrocarbon exploitation concession attached to a concession contract;
44. **Holder:** Petroleum Company or consortium of commercial companies, at least one of whose components is a petroleum company, linked to the State by a petroleum contract. The term "holder" also includes co-holders;
45. **Processing:** operation consisting in separating hydrocarbons from their impurities, products and related substances;
46. **Assignment:** any form of transfer of the rights and obligations of the petroleum contract holder, particularly by way of disposal, transfer, merger or split-up;
47. **Transportation:** activities concerning the conveyance by pipeline or any other means of transportation of extracted hydrocarbons to the points of collection, export, processing, refining, storage, or delivery throughout the territory of Cameroon, excluding the activities governed by Law No. 96/14 of 5 August 1996 governing the transportation by pipeline of hydrocarbons from other countries, as well as pipelines and facilities set up within the exploitation authorization area, and gas networks serving the national market beyond the delivery point;
48. **Unitization:** process leading to the exploitation, in the form of a single entity, of a hydrocarbon deposit extending over several contractual areas, covered by separate petroleum contracts within the territory of Cameroon, or involving a neighbouring country;
49. **Special petroleum operations zone:** part of the national mining zone, where petroleum exploration and exploitation operations require greater effort, particularly regarding the type of production, nature, composition and quality of hydrocarbons, the enhanced recovery techniques used, the water depth for deep offshore zones, located within the Exclusive Economic Zone of the Republic of Cameroon, the type of terrain, the distance from the means of transportation or the fragility of the environment.

**SECTION 3:** (1) All deposits or natural accumulations of hydrocarbons located within the soil or sub-soil of the territory of Cameroon, whether or not discovered, are and shall remain the exclusive property of the State.

(2) For purposes of petroleum operations, the State shall exercise sovereign rights over the entire territory of Cameroon.

**SECTION 4:** (1) Natural or legal persons, including land owners, may carry out petroleum operations only after obtaining prior authorization from the State.

(2) Anybody wishing to undertake petroleum operations may use the land necessary for such operations, both within and outside the area covered by his authorization or petroleum contract. Such land may only be allocated to him or her in accordance with the provisions of this Code, its implementing instruments and the land tenure and State property legislation in force.

(3) Once the authorization is granted or the petroleum contract is concluded, the holder shall submit a valuation survey request to the competent administrative authority to access the said land, under conditions laid down in Part IV, Chapter 1 of this Code.

**SECTION 5:** (1) The State shall reserve the right to undertake petroleum operations either directly or through duly mandated public bodies.

(2) The State may also authorize commercial companies to carry out petroleum operations in furtherance of a petroleum contract concluded between them and the State, in accordance with the provisions of this Code.

(3) Where circumstances so require, petroleum contract holders may conclude agreements with the State, represented by any public body duly mandated for that purpose, to set up enterprises to benefit the general interest of petroleum operations in the upstream petroleum sector. Such operations shall include, but not limited to, the storage and management of export terminals.

**SECTION 6:** Any public body duly mandated to carry out petroleum operations on behalf of the State or in its own name, as well as its sub-contractors, shall have the same rights and obligations as the holder and sub-contractors, particularly regarding tax and customs provisions and the foreign exchange for in this Code and its implementing instruments.

**SECTION 7:** (1) The State, either directly or through a duly mandated public body, shall reserve the right to acquire an interest under any legal form whatsoever, in all or part of the petroleum operations under a petroleum contract, in accordance with the contract terms. In such a case, the agreement to materialize the interest of the State must be concluded prior to issuance of the relevant authorization.

(2) The interest of the State shall take effect from the date of grant of the exploitation authorization referred to in Section 40 of this Law.

(3) In (1) above, the State or the duly mandated public establishment or body shall have the same rights and obligations as the holder, up to the extent of its participation in the petroleum operations under the terms and conditions specified in the petroleum contract.

**SECTION 8:** (1) A petroleum contract may be entered into only with a petroleum company, or jointly with several commercial companies, at least one of which is a petroleum company. The authorizations derived there from and the hydrocarbon mining titles may be granted only to such companies. A petroleum company may be holder of several petroleum contracts.

(2) Several commercial companies, one of which must be a petroleum company, may form a joint venture for the purpose of entering into and executing a petroleum contract. A petroleum company may also form a joint venture with a non-petroleum company under the conditions set forth in the petroleum contract, provided that the non-petroleum company has minority interest in the consortium which is holder of the petroleum contract, and is not the operator.

(3) All protocols, contracts or agreements relating to any joint venture and the appointment of the petroleum company acting as operator, shall be forwarded to the State for information purposes within 30 (thirty) days prior to the signing of the contract.

**SECTION 9:** (1) Subject to the rights acquired, the State may after consultation with the relevant public institutions or bodies, determine the areas open to petroleum operations and for which petroleum contracts may be concluded or, as the case may be, grant authorizations or hydrocarbon mining titles.

Such areas may be divided into blocks, in accordance with the terms and conditions laid down by the implementing decree of this Law.

(2) For reasons of general interest, some areas may be closed to petroleum operations by regulation.

**SECTION 10:** (1) The State shall process offers for petroleum contracts and applications for authorizations at its full discretion. Outright or conditional rejection shall not entitle the applicant to any remedy or to any compensation whatsoever.

(2) Subject to the rights acquired, no right of priority may be claimed in case of competing applications or offers received simultaneously.

(3) The information, which must feature in offers for petroleum contracts and applications for authorizations, as well as the criteria for their award and terms for their renewal and assignment, shall be laid down by regulation.

**SECTION 11:** (1) The validity of an authorization or a petroleum contract over a given area does not preclude the granting of mining titles to another person for the exploration and exploitation of mineral substances other than hydrocarbons over all or part of the given area, pursuant to the provisions of applicable laws and regulations.

Conversely, the validity of mining titles for the exploration and exploitation of mineral substances other than hydrocarbons shall not preclude the entering into a petroleum contract or the grant of authorization over all or part of the area concerned.

(2) Where the rights relating to different mineral substances overlap on the same area, the activity of the holder with the most relevant

cent rights shall be carried out in such a way as not to hinder the activity of the holder of the most senior rights.

## PART II: PETROLEUM CONTRACTS

### CHAPTER I

#### PROVISIONS COMMON TO PETROLEUM CONTRACTS

**SECTION 12:** (1) A petroleum contract shall be concluded between the State and the applicant. It shall be negotiated on behalf of the State by a standing commission set up by a public body duly mandated to that effect, comprising representatives of the Relevant Ministries and those of the said public establishment or body.

(2) The petroleum contract shall be signed:

(a) on behalf of the State, jointly by the Minister in charge of hydrocarbons and the legal representative of the public body duly mandated to that effect;

(b) on behalf of the applicant, by its legal representative.

(3) The petroleum contract shall enter into effect on the date of its signature by the parties.

(4) The petroleum contract shall be governed and interpreted in accordance with the laws of Cameroon.

**SECTION 13:** The petroleum contract and its annexes A (geographical coordinates of the contractual area), B (accounting procedure), C (participation agreement) and D (letter of guaranty) which form an integral part thereto, shall determine:

(a) the area of the exploration authorization;

(b) the minimum exploration works programme which the holder undertakes to implement and the corresponding financial commitments which he undertakes to fulfil for the initial period of validity of the exploration authorization and for each renewal period;

(c) the contract duration and the different periods of validity of the exploration authorization, as well as the conditions for its renewal and extension, including the terms applicable to the reduction of the contract area;

(d) the obligations relating to a commercial discovery and the development of a commercially exploitable field;

(e) the terms and conditions for granting an exploitation authorization, its various validity periods and the conditions for its renewal and extension;

(f) the rights and obligations of the contracting parties;

(g) the works programmes and the corresponding budget estimates, as well as the methods for supervising their execution;

(h) the rights and obligations of the holder regarding the transportation of the extracted hydrocarbons, subject to the applicable regulatory provisions;

(i) the rules relating to ownership of production and its sharing between the contracting parties;

(j) the legal regime applicable to the movable and immovable property needed to carry out petroleum operations, including the terms and conditions for transfer thereof to the State at the end of the petroleum contract;

(k) the provisions relating to the participation of the State, a public establishment or body duly mandated for such purpose, in all or part of the petroleum operations, as well as the rules governing the joint venture between the State or the public body and its co-holders;

(l) the obligations relating to local content, in particular with a human resource development component (giving priority to Cameroonian with respect to training and recruitment), a local enterprise and industry development component and a technology transfer component;

(m) the financial clauses and accounting rules specific to petroleum operations;

(n) the obligations relating to environmental protection to supplement those prescribed by the laws and regulations in force;

(o) the obligations relating to deposit and well abandonment works which must be carried out prior to expiry of the petroleum contract or authorization;

(p) where the State carries on exploitation after termination or expiry of the petroleum contract, the basic principles governing:

-the transfer to the State of the relevant rights and obligations, particularly the provision for abandonment of deposits and the service contracts binding the holder to its employees and sub-contractors,

-settlement of outstanding residual liabilities by the holder;

(q) the terms and conditions for the termination of the petroleum contract;

(r) the clauses relating to the stabilization of economic conditions regarding the profitability of investments;

(s) cases of force majeure;

(t) the disputes settlement procedures, subject to the technical dispute settlement laws and regulations in force

### CHAPTER II

#### TYPES OF PETROLEUM CONTRACTS

**SECTION 14:** (1) Petroleum contracts entered into by the State for purposes of hydrocarbon exploration and exploitation may be:

(a) concession contracts relating to the granting of hydrocarbon mining titles consisting of exploration permits and, where applicable, exploitation concessions;

(b) production sharing contracts;

(c) risk service contracts.

(2) Where circumstances so require, a petroleum contract may be limited to the exploitation of one or several previously discovered and delineated hydrocarbon deposits without requiring the prior granting of an exploration authorization.

#### I - CONCESSION CONTRACT

**SECTION 15:** (1) Subject to the implementation of the provisions of Section 14(2) above, a concession contract shall be entered into prior to the grant of hydrocarbon exploration permits. It shall define the rights and obligations of the State and the holder during the exploration permit validity period and, in the event of discovery of a commercially exploitable hydrocarbon field, during the validity period of the exploitation concession(s) attached thereto.

(2) The concession contract holder shall be responsible for financing petroleum operations and, in accordance with the terms of the contract, dispose of hydrocarbons extracted during the contract validity period, subject to the right of the State to collect royalties in kind.

#### II - PRODUCTION SHARING CONTRACT

**SECTION 16:** (1) Subject to the implementation of the provisions of Section 14(2) above, the State shall, in a production sharing contract, either directly or through a duly mandated public body, shall define the rights and obligations of a holder to exclusively carry exploration on its behalf, within a specified area and carry out exploitation, in the event of discovery of a commercially exploitable hydrocarbon field.

The holder shall be responsible for financing such petroleum operations.

(2) Depending on their nature, petroleum operations under a production sharing contract shall be the subject of an exclusive exploration authorization, or an exclusive exploitation authorization covering the exploitation of a commercially exploitable hydrocarbon field.

**SECTION 17:** (1) Under a production sharing contract, hydrocarbon production shall be shared between the State and the holder, in accordance with the terms of such contract.

(2) The holder shall therefore receive a share of production as reimbursement for its costs and as compensation in kind, according to the following terms and conditions:

(a) As specified in the petroleum contract, a share of total hydrocarbon production shall be allocated for the reimbursement of petroleum costs actually incurred by the holder under the petroleum operations contract. Such share, commonly referred to as "cost oil" or "cost recovery production", may not exceed the percentage of production specified in the production sharing contract which defines the recoverable petroleum costs, special amortization terms for such costs, as well as the terms and conditions for their recovery through deduction from production;

(b) After deduction of the share pursuant to (a) above, commonly referred to as "profit oil" or "production for compensation", the remainder of the total hydrocarbon production shall be shared between the State and the holder, in accordance with the terms set forth in the petroleum contract.

#### III - RISK SERVICE CONTRACT

**SECTION 18:** (1) Subject to the implementation of the provisions of Section 14(2) of this Code and the State or a duly mandated public body shall, in a risk service contract, confer exclusive hydrocarbon exploration and exploitation rights within a specified area on a qualified person taking financial risk.

(2) The holder shall be remunerated in cash.

### CHAPTER III: ASSIGNMENT AND RELINQUISHMENT

#### I-ASSIGNMENT

**SECTION 19:** (1) The rights and obligations under petroleum contracts, exploration authorizations, provisional exploitation authorizations, exploitation authorizations and domestic transportation authorizations shall be assignable in whole or in part, subject to prior approval by the Minister in charge of hydrocarbons and the signing of an agreement thereto when the said rights derive from the petroleum contract, under the terms and conditions laid down in the said contract and the regulations in force.

Where the rights to be assigned were granted by a decree in the

specific case of exploration authorizations, exploitation authorizations, transportation authorizations and provisional exploitation authorizations, such rights shall be effectively assigned by a new decree signed by the same authority.

Subject to implementation of the pre-emptive right provided for under Section 22 below, the petroleum contract may, in addition to prior approval by the Minister in charge of hydrocarbons, lay down special terms and conditions for assigning rights and obligations under the petroleum contract to an affiliate or among co-holders.

(2) The assignee of rights and obligations must fulfil the conditions provided for in this Code and its implementing instruments.

**SECTION 20:** (1) A petroleum contract holder shall submit to the Minister in charge of hydrocarbons for prior approval, any deed or draft thereof, whereby the holder assigns or promises to assign, in whole or in part, the rights and obligations resulting from the petroleum contract.

(2) Contracts or agreements on the assignment of rights shall be entered into after the prior opinion of the Minister in charge of finance, subject to the suspensive condition of obtaining the approval of the Minister in charge of hydrocarbons. Any deed executed in breach of the provisions of this Section shall be null and void and lead to withdrawal of the authorization and/or forfeiture of the petroleum contract, in accordance with the provisions of Section 126 of this Law.

**SECTION 21:** (1) Where a transaction results in a change of control of the holder company, the said company shall apply for prior approval by the Minister in charge of hydrocarbons concerning the assignment of its rights and obligations under the petroleum contract to the beneficiary of the change of control, in accordance with the terms and conditions specified by the implementing decree of this Law.

(2) The Minister in charge of hydrocarbons may put a stop on such assignment and compel the holder to vest its rights and obligations under the petroleum contract in co-holders or a third party approved by the State, in accordance with the terms and conditions specified in the implementing decree of this Code and in the petroleum contract.

(3) Failure to effect such assignment to co-holders or a third party approved by the State shall result in the withdrawal of the authorization and/or forfeiture of the petroleum contract, in accordance with the provisions of Section 126 of this Law.

**SECTION 22:** In any event, in case of assignment of rights and obligations under the petroleum contract and authorizations deriving therefrom, the co-holder State or any public body primarily, and the other co-holders of the petroleum contract, shall have a pre-emptive right which must be exercised within 90 (ninety) days from the date the Minister in charge of hydrocarbons received the request for prior approval provided for in Sections 20 and 21 above.

#### II - RELINQUISHMENT

**SECTION 23:** Without prejudice to the provisions of Section 8 above, where several co-holders enter into a petroleum contract, the withdrawal of one or more of such co-holders shall not result in the cancellation or lapse of the authorizations deriving from the contract, or in the termination or lapse of the contract, where the other co-holder(s) take(s) over all the commitments under the contract. Such withdrawal shall take effect from the date of approval by the Minister in charge of hydrocarbons.

**SECTION 24:** (1) The holder of an exploration authorization may relinquish all or part of its rights over the surface areas covered by its authorization, provided that a two-month notice is given to the Minister in charge of hydrocarbons.

Relinquishment shall take effect from the date of its approval by the Minister in charge of hydrocarbons. This shall lead to the cancellation of the authorization over the area covered by such relinquishment.

(2) Except otherwise provided for in the petroleum contract, partial relinquishment shall not reduce the holder's contractual obligations.

(3) Total relinquishment shall result in the lapse of the petroleum contract. Such relinquishment shall be accepted only where the holder has fulfilled all the obligations laid down in the petroleum contract and the regulations in force, particularly with regard to environmental protection and the abandonment of deposits and wells, and where he has paid the compensation due the State provided for in Section 34 below.

**SECTION 25:** (1) Holders of exploitation authorizations may relinquish, in whole or in part, their rights over the surface areas covered by their authorization, provided that a one-year notice is given to the Minister in charge of hydrocarbons and the holder has fulfilled the obligations laid down in the petroleum contract and the signing of an agreement thereto, especially with regard to environmental protection and the abandonment of deposits and wells.

(2) Relinquishment shall take effect from the date of its approval by the Minister in charge of hydrocarbons.

**SECTION 26:** Holders of transportation authorizations may relinquish their authorizations, provided that they notify their intention to relinquish and give a one-year notice to the Minister in charge of hydrocarbons, and have fulfilled the obligations laid down in the petroleum contract and the regulations in force, especially with regard to environmental protection and the abandonment of facilities.

### PART III AUTHORIZATIONS

#### CHAPTER I PROSPECTING AUTHORIZATION

**SECTION 27:** (1) Prospecting authorizations shall apply to areas not covered by a petroleum contract. They shall be granted to natural or legal persons by decision of the Minister in charge of hydrocarbons laying down the conditions after the technical opinion of the public body duly mandated to that effect.

(2) Prospecting authorizations shall confer on their holders the non-exclusive right to carry out preliminary prospecting within a specified area. They shall not constitute hydrocarbon mining titles and shall not be transferable or assignable.

(3) Prospecting authorizations shall not confer on their holder any right to obtain a hydrocarbon mining title or to enter into a petroleum contract.

(4) The above provision notwithstanding, and where exceptional circumstances so require, in particular for special petroleum operations zones, a prospecting authorization may, during its validity period, confer a preferential right on its holder to conclude a petroleum contract on equivalent terms and conditions within all or part of the same area, or an exclusive right of limited duration to enter into a petroleum contract for all or part of the area.

(5) Prospecting authorizations shall be granted subject to third-party rights.

(6) The State may also grant prospecting authorizations solely for technical information collection purposes.

**SECTION 28:** Conditions for obtaining and renewing prospecting authorizations shall be laid down by regulation.

**SECTION 29:** (1) Several prospecting authorizations may be granted concurrently for the same area.

(2) Subject to the provisions of Section 27(4) above, the State may, at any time, sign a petroleum contract on all or part of the area for which a prospecting authorization has been granted. Such authorization shall automatically elapse with regard to the area concerned, without the prospecting authorization holder being entitled to compensation.

### CHAPTER II

#### ENLORATION AND PROVISIONAL EXPLOITATION

#### AUTHORIZATIONS

#### I-EXPLORATION AUTHORIZATION

**SECTION 30:** (1) Exploration authorizations attached to petroleum contracts shall be hydrocarbon exploration permits, in the case of extraction concession contracts, or exclusive exploration authorizations, in the case of production sharing contracts or risk service contracts.

(2) Exploration authorizations shall be granted by decree of the President of the Republic. However, the signing of a petroleum contract shall be considered as granting of the exploration authorization subsequently materialized by a decree of the President of the Republic to establish the granting of such exploration authorization.

**SECTION 31:** (1) Exploration authorizations shall confer on their holders the exclusive right to carry out, at their risk and expense, hydrocarbon prospecting and exploration within the limits of the relevant area, except as may be otherwise provided for in the petroleum contract.

(2) Exploration authorizations shall also confer on their holders the right to dispose of their share of hydrocarbons that could be extracted during exploration and production tests, subject to prior approval by the Minister in charge of hydrocarbons.

**SECTION 32:** (1) Exploration authorizations shall be granted for an initial period of five (5) years. However, such period may be extended to a maximum period of five (5) years in the case of a special petroleum operations zone.

(2) Exploitation authorizations shall be renewable twice for a maximum period of two (2) years each. Holders may file an application for renewal of their authorizations following the required procedure, in accordance with renewal terms and conditions laid down by decision of the Minister in charge of hydrocarbons, at the end of the current validity period. Such renewals shall be granted by decree of the President of the Republic.

(3) Subject to the provisions of (5) above and of Sections 39 and 126 of this Code, the duration of the exploration authorization and that of the two (2) renewals may not exceed seven (7) years, or nine (9) years for special petroleum operations zones.

(4) On the date of each renewal, the surface area of the exploration authorization may be reduced in accordance with the provisions of the petroleum contract.

(5) The exploration authorization validity period may be extended,

where necessary, by decree of the President of the Republic under the conditions laid down by the contract to enable:

(a) the completion of ongoing exploration wells and the assessment and delineation of a hydrocarbon discovery, especially in the event of discovery of a non-associated natural gas or discovery in a special petroleum operations zone;

(b) the search for market outlets in the event of discovery of non-associated natural gas;

(6) The extension provided for in (5) above may not exceed twelve (12) months in the event of completion of a well or assessment of a hydrocarbon discovery, and twenty-four (24) months in the event of discovery of a non-associated natural gas. It shall be granted only once during the exploration phase.

(7) The period of twelve (12) months for liquid hydrocarbons and twenty-four (24) months for non-associated natural gas provided for in (6) above may be extended where the Minister in charge of hydrocarbons deems such extension necessary to enable the completion of an ongoing fr and approved assessment programme, or the search for new natural gas market outlets, after consultation with the public body duly mandated for that purpose.

**ARTICLE 32:** (1) During the initial period and, where applicable, during each renewal period, the exploration authorization holder shall undertake the minimum exploration and expenditure programme provided for in the exploration authorization and stipulated in the petroleum contract.

(2) The exploration authorization holder shall provide, for consideration by the Minister in charge of hydrocarbons or any public body duly mandated to that effect, a bank guaranty or a parent company guaranty covering the agreed minimum works programme.

(3) The bank guaranty referred to in (2) above must be provided by a banking establishment selected from among institutions with at least an "AA" rating or its international equivalent, or an equivalent rating approved by the monetary authority.

(4) Conditions for providing and releasing such guarantees shall be laid down by regulation.

**SECTION 34:** (1) Where the holder of a exploration authorization does not fulfil the works and expenditure obligations provided for in Section 33 above within the time-limit and in accordance with the terms of the petroleum contract, the State shall claim from such holder the payment of a compensation amount equal to the cost of its unfulfilled obligations, under the conditions specified in the petroleum contract.

(2) Where the holder of an exploration authorization does not fulfil the works and expenditure obligations provided for in Section 33 above within the prescribed time-limit and in accordance with the terms of the petroleum contract, the State shall issue a formal notice to such holder to comply within a period of three (3) months following the date of receipt of the formal notice. Where the works and expenditure obligations have still not been fulfilled at the expiry of this time-limit, the State shall order the withdrawal of the exploration authorization under the conditions provided for in Section 126 of this Code, without the holder being entitled to any compensation.

**SECTION 35:** (1) All hydrocarbon discoveries shall be notified by the exploration authorization holder, within fifteen (15) days with effect from the date of such discovery, to the Minister in charge of hydrocarbons or any public body duly mandated for that purpose.

Under pain of administrative penalties, no other disclosure concerning the said discovery shall be made by the exploration authorization holder without the prior approval of the Minister in charge of hydrocarbons or any public body duly mandated for that purpose.

(2) Where a hydrocarbon discovery leads to the presumption of the existence of a commercially exploitable deposit, the exploration authorization holder shall diligently carry out the works required for the assessment and delineation of such deposit.

**SECTION 36:** (1) Any exploration authorization holder who provides evidence of the existence of a commercially exploitable hydrocarbon deposit in the area covered by the authorization shall have the right to request for an exploitation authorization and be bound to carry out exploitation activities within three (3) years with effect from the date of grant of exploitation authorization. In case of non-fulfilment of this obligation, the State shall issue the holder a formal notice to fulfil such obligation within three (3) months. Where exploitation activities have not been carried out at the expiry of the prescribed time-limit the State shall order the withdrawal of the exploitation authorization under the conditions provided for in Section 126 of this law, without the holder being entitled to any compensation.

(2) No natural gas discovery shall be the subject of an exploitation authorization where it has not been appraised, delineated and assessed, where its commercial nature has not been established and where at least one market outlet has not been clearly identified and secured by a commercial gas sale agreement or pre-agreement.

(3) The grant of an exploitation authorization shall entail the lapse of the exploration authorization within the exploitation area. It shall however allow the said authorization to remain valid outside such area until its expiry date, without changing the minimum exploration programme incumbent on the holder.

**SECTION 37:** Where an exploration authorization is due renewal or to expire before a decision is taken on the application for renewal or extension or for an exploitation authorization submitted by its holder, such exploration authorization holder shall be authorized to continue exploration within the limits of the area(s) covered by the application.

**SECTION 38:** Prior to total or partial expiry of an exploration authorization, either at the end of each validity period or in case of relinquishment, lapse or withdrawal of the authorization by the State, the holder must, at his own expense, carry out the field and well abandonment as well as environmental protection operations provided for by the laws and regulations in force, and by the petroleum contract. The holder shall provide the State with all information and technical data in his possession relating to the area relinquished.

## II-PROVISIONAL EXPLOITATION AUTHORIZATION

**SECTION 39:** (1) During the period of validity of an exploration authorization, the holder may apply for a provisional exploitation authorization which shall be granted by decree of the President of the Republic. However, the grant of a provisional exploitation authorization shall allow the exploration authorization to subsist, but shall not prolong its validity period.

(2) The provisional exploitation authorization shall confer on its holder the right to carry out prolonged production tests and/or operate productive wells on a provisional basis for a maximum period of two (2) years during which the holder shall be required to continue the assessment of the commercial exploitability of the relevant deposit, in accordance with the provisions of Section 32 above and the petroleum contract terms.

(3) The provisional exploitation authorization may be withdrawn following the same procedure in the event of non-compliance with the provisions of Sections 33 and 34 above. It shall lapse upon expiry of the exploration authorization for the specified area, unless a prior agreement on the development of the deposit which is the subject of the provisional exploitation authorization is reached between the State or any public body duly mandated for that purpose and the holder, and an application for exploitation authorization is filed before the expiry of the exploration authorization.

(4) Procedures for reviewing and conditions for filing applications for provisional exploitation authorization, its extension to new wells and withdrawal shall be laid down by regulation.

## CHAPTER III EXPLOITATION AUTHORIZATION

**SECTION 40:** An exploitation authorization attached to a petroleum contract shall be either an exploitation concession, in the case of a concession contract, or an exclusive exploitation authorization, in the case of a production sharing contract or a risk service contract.

**SECTION 41:** (1) The exploitation authorization shall cover the surface area of a commercially exploitable hydrocarbon deposit. It shall confer on its holder the exclusive right to carry out, at the holder's risk and expense, all petroleum operations within the limits of the relevant area, as well as the right to dispose of all or part of the hydrocarbon production, in accordance with the terms of the petroleum contract.

(2) The grant of an exploitation authorization shall, under no circumstances, confer ownership of the deposits. It shall create a right of limited duration which shall not be mortgageable and shall be distinct from ownership of the surface area. Such right shall be assignable under the conditions provided for in Sections 19 to 22 above.

**SECTION 42:** (1) The initial validity period of the exploitation authorization may not exceed twenty-five (25) years for liquid hydrocarbons and thirty-five (35) years for gaseous hydrocarbons.

(2) The exploitation authorization may be renewed only once at the holder's request for a maximum additional period of ten (10) years, following the procedures provided for in Section 45 above, and in accordance with the laws and regulation in force.

To that end, holders must have fulfilled their obligations and provided evidence of the ability to continue commercial hydrocarbon production beyond the current validity period. Conditions for such renewal may be subject to renegotiation of the petroleum contract terms, at the sole discretion of the State or the public body duly mandated for that purpose.

**SECTION 43:** Only the holder of a valid exploration authorization may be granted an exploitation authorization within the area covered by the exploration authorization.

**SECTION 44:** Exploration authorization holders who provide evidence of the existence of a commercially exploitable hydrocarbon deposit within their contractual area and have been granted an exploitation authorization shall be entitled to exploit such deposit, in accordance with the terms and conditions laid down by this Code and its implementing decree, and in line with best international oil and gas industry practices.

**SECTION 45:** The exploitation authorization shall be granted by decree of the President of the Republic which shall, in particular, specify its duration and the delineation of the exploitation area.

**SECTION 46:** The size of the exploitation area shall be limited to

the surface area determined by vertical lines based on the area defined on the surface, unless otherwise provided for by the petroleum contract. The exploitation area shall be delineated in such a way as to include the surface area of the deposit over which the holder has rights.

**SECTION 47:** The exploitation authorization holder shall be bound to carry out exploitation activities within three (3) years from the date on which the exploitation authorization was granted. The holder must diligently carry out the exploitation works which may not be suspended for a period exceeding six (6) months.

Where the holder does not fulfil these obligations, the State shall serve him with a formal notice to do so within three (3) months, except in case of force majeure. Where, at the expiry of this time-limit, exploitation activities have still not been carried out, the State shall order the withdrawal of the exploitation authorization, under the conditions provided for in Section 126 of this Code, without the holder being entitled to any compensation.

**SECTION 48:** (1) Prior to expiry of the exploitation authorization at the end of its normal validity period, at the end of each validity period or in case of relinquishment, lapse, or withdrawal by the State, holders shall, at their own expense, carry out the deposit abandonment and environmental protection operations provided for by the laws and regulations in force and the petroleum contract, unless otherwise decided by the Minister in charge of hydrocarbons, especially where the State decides to continue petroleum operations.

(2) Notwithstanding the provisions of (1) above and without prejudice to the provisions of Section 13(p) of this Law, should the State wish to carry on with exploitation operations, the facilities, materials and records relating to such exploitation shall, at the request of the Minister in charge of hydrocarbons, be transferred to the State. Without any compensation to the holder.

(3) Portions of national land relating to the said transfer shall be incorporated into the private land of the State by regulation. The transfer of leases on private land belonging to individuals and required for continuous exploitation by the State shall be authorized by decree of the Prime Minister.

## CHAPTER IV: DOMESTIC TRANSPORTATION AUTHORIZATION

**SECTION 49:** (1) During the validity period of a petroleum contract, holders of an exploitation authorization shall, at their request, be granted a domestic transportation authorization by decree of the President of the Republic, under the conditions set forth in this Law.

(2) The domestic transportation authorization shall confer on holders of an exploitation authorization the right to transport the products of their exploitation activities or share thereof to any collection, export, processing, refining or storage point within the territory of Cameroon, using their facilities or those of third parties while maintaining ownership rights.

(3) The holder of an exploitation authorization whose entire exploitation area and facilities are situated offshore shall not be required to apply for a domestic transportation authorization.

**SECTION 50:** (1) The domestic transportation authorization shall comprise the approval of the construction plan for pipelines and related facilities. Such plan, whose contents shall be specified by the implementing decree of this Law, shall be appended to the application.

(2) Land shall be used and the public interest statement required for pipelines and related facilities issued under the conditions laid down in Part IV of this Law.

**SECTION 51:** (1) The domestic transportation authorization referred to in Section 49 above may be transferred to third parties by any holder under the conditions laid down in Sections 19 to 22 of this Law, and in the petroleum contract, subject to prior approval by the Minister in charge of hydrocarbons.

(2) The beneficiaries of the above-mentioned transfer must fulfil the conditions laid down by this Law and its implementing instruments relating to the construction and use of the pipelines and related facilities, as well as the special conditions specified in the petroleum contract.

**SECTION 52:** (1) Several holders of exploitation authorizations may agree to jointly carry out the transportation of their exploitation products.

(2) All protocols agreements or contracts entered into between the concerned parties shall be subject to prior approval by the Minister in charge of hydrocarbons.

**SECTION 53:** (1) The layout and features of pipelines and related facilities shall be such as to ensure that the products extracted from hydrocarbon deposits are collected, transported and removed under the best technical, economic, environmental and safety conditions.

(2) Where several commercially exploitable hydrocarbon deposits are discovered in the same geographical area, the holders or beneficiaries of the respective authorizations may be required to set up to jointly construct or use the pipelines and related facilities for the removal of all or part of the production derived from the said deposits.

**SECTION 54:** (1) Except in case of force majeure, the domestic transportation authorization shall lapse where the holder or beneficiary of the transfer referred to in Section 51 above has not commenced or caused the commencement of planned works within one (1) year with effect from the date of signature of the decree referred to in Section 49 (1) above.

(2) The domestic transportation authorization attached to an exploitation authorization shall lapse after expiry or in case of withdrawal of the said exploitation authorization, save where the facilities concerned are still being used to transport products derived from activities carried out in other exploitation areas.

**SECTION 55:** (1) Holders of a domestic transportation authorization shall give priority to the transportation of the hydrocarbons derived from the exploitation for which such authorization was granted.

(2) However, and without prejudice to the preferential treatment of the hydrocarbons referred to in (1) above, holders may be required by regulation, within the limits and duration of their excess capacity, to allocate unused transportation capacity for the conveyance of products from exploiters other than the one for which the authorization was granted.

(3) Where holders are required to allocate transportation capacity to a different exploitation, the beneficiary thereof shall in return be obligated to use it and to pay for such use.

(4) Under comparable quality, consistency and output conditions, the products referred to in Sub-section (2) above shall not be subjected to discriminatory transportation tariffs.

(5) Any objections concerning the implementation of the provisions of (4) shall, in default of agreement, be referred to an international expert for settlement, in accordance with the provisions of the implementing decree of this Code on technical dispute settlement.

(6) The terms and conditions for fixing transportation tariffs shall be defined by regulation and in petroleum contracts.

**SECTION 56:** The provisions of this chapter shall not apply to pipeline and facilities built within the limits and duration of the exploitation authorization for the needs of such area, as well as those of local market natural gas transportation and distribution networks.

## RELATIONS WITH LANDOWNERS

### CHAPTER I: USE OF LAND ALLOCATED FOR PETROLEUM OPERATIONS

**SECTION 57:** To obtain the right to use the land referred to in Section 4 of this Law, the holder of an authorization or a petroleum contract shall submit to the competent administrative authority a land enquiry file, the content of which shall be specified by regulation.

The objectives of such land enquiry shall be to:

(a) determine the status of the land covered by the authorization or petroleum contract;

(b) identify the holders of rights and property on portions of the land concerned;

(c) inform the persons referred to in (b) above of the conditions for compensating them for the loss of their rights;

(d) sensitize the population on petroleum operations.

**SECTION 58:** (1) Based on the findings of the land enquiry, the holder of an authorization or a petroleum contract shall submit to the competent authorities the required applications for land use, in accordance with the laws and regulations in force.

(2) Authorizations for land use shall, where necessary, be granted to the applicant to carry out petroleum operations and where the latter fulfils the conditions laid down by the laws and regulations in force. In other cases, authorizations for land use shall be denied.

(3) When an application relates to national land and private or public State land, authorizations for land use shall be granted by decree of the Prime Minister under the conditions provided for by the land tenure and State property regulations in force.

(4) Where land use relates to private land owned by natural or legal persons, the Minister in charge of hydrocarbons shall submit an expiry request to the Minister in charge of national lands in order for the State to acquire and place such land at the disposal of the holder, in accordance with the land tenure and State property regulations in force.

**SECTION 59:** (1) Depending on the legal status of the lands concerned, the Minister in charge of hydrocarbons may request the Minister in charge of lands to classify as public land, incorporate into the private request of the State, or reserve for public purposes, portions of land intended, as the case may be, to:

(a) carve out land for construction, operation and maintenance of the hydrocarbons transportation system; or

(b) carve out land to be covered by the protected areas previously specified by the Minister in charge of hydrocarbons and within which petroleum operations may be subject to certain conditions or prohibited, without giving rise to a claim for compensation in favour of the holder of an authorization or a petroleum contract.

Protected areas shall be created to preserve buildings, human settlements, springs, access roads, engineering structures and public interest works, as well as all other places where protected areas are considered necessary for the public interest.

(2) The cost of releasing and making available the land referred to in Sections 58 and 59(f) above, shall be borne by the holder who acquires the use of the land.

**SECTION 60:** The decree referred to in Section 58(3) above may authorize the holder of an authorization or a petroleum contract to:

(a) fell trees for wood required for its petroleum operations within the area of land used, against payment of the duties, taxes and royalties provided for by the laws in force; harness waterfalls and springs not exploited or reserved, subject to the applicable legal and regulatory provisions;

(b) carry out the works necessary for its petroleum operations within and outside the area covered by his authorization or the petroleum contract, and the related works referred to in Section 61 below.

**SECTION 61:** Apart from standard petroleum operations, the following activities and works shall be considered an integral part of petroleum operations where they are directly connected with hydrocarbon exploration and exploitation activities carried out by the holder of a petroleum contract:

(a) the building and operation of power plants, stations and lines;

(b) telecommunications systems;

(c) emergency facilities;

(d) storage and warehousing of materials, equipment, products and waste, as well as facilities intended for ballasting and eliminating pollution;

(e) buildings intended for staff accommodation, entertainment, hygiene, care and training;

(f) construction or improvement of access routes, in particular roads, bridges, railroads, drains, canals, river or maritime ports, and landing fields;

(g) planting of reference and demarcation marks for the assigned land area.

**SECTION 62:** The facility project referred to in Sections 60 and 61 above may be declared to be in the public interest under the conditions provided for by relevant applicable instruments, and the holder of an authorization or a petroleum contract being absolved of special or supplementary obligations imposed on him.

**SECTION 63:** The holder of an authorization or a petroleum contract shall bear the expenses, compensation and, generally, all costs resulting from the implementation of Sections 57 to 62 above.

**SECTION 64:** (1) The telecommunication facilities, power lines, water conveyances, medical, educational, sports or recreational infrastructure constructed by the holder of an authorization or a petroleum contract may be used when needed, by neighbouring institutions, if they so request, provided that such use does not hinder the smooth functioning of the said facilities. Such facilities may be open to the public.

(2) The general conditions for use of these facilities shall be determined by the Minister in charge of hydrocarbons, with the assent of the holder.

**SECTION 65:** (1) Holders of an authorization or a petroleum contract shall repair any damage caused by their petroleum operations to the land area. In such case, they shall be liable in such case to pay compensation commensurate with the damage caused, the amount of which shall be determined by mutual agreement between the parties or, failing which, by the competent court.

**SECTION 66:** Subject to the implementation of Section 65 above, any other damage, resulting from petroleum operations shall be repaired in accordance with the provisions of Section 85 below.

## CHAPTER II

### USE OF LAND ALLOCATED FOR THE TRANSPORTATION OF HYDROCARBONS

**SECTION 67:** (1) From the findings of the land enquiry referred to in Section 57 above, the State may decide to set aside portions of land to be used as right-of-way for the construction, operation and maintenance of the hydrocarbon transportation system.

To that end, and in accordance with the land tenure and State property laws in force, the State may, depending on the respective statuses of the land concerned, either incorporate such parcels of land into its private or public property or order the expropriation thereof for public purposes.

(2) Holders of the domestic transportation authorization shall be notified of the actions taken by the State to this effect and shall take into account the areas so set aside while carrying on with their petroleum operations.

**SECTION 68:** (1) The decree granting the land area shall temporarily allocate the said area for the construction, operation and maintenance of the hydrocarbon transportation system and confer on the holder of the domestic transportation authorization the land rights referred to in Section 69 below. This decree shall specify the time limit within which the holder of the domestic transportation authorization is required to communicate to the Minister in charge of hydrocarbons the coordinates of the land that makes up the hydrocarbon transportation system right-of-way.

(2) In order to create the hydrocarbon transportation system right-of-way, the decree referred to in (1) above may be amended to preserve such land for the operation and maintenance of the hydrocarbon transportation system, in accordance with the land tenure and State property laws in force.

The decree shall limit the rights of the holder of the domestic transportation authorization on the portion of the land area not included in the hydrocarbon transportation system right-of-way, and shall encumber it with easements of use for maintenance works involving excavation.

(3) The lands constituting the right-of-way are and shall remain the private property of the State. They may under no circumstances be disposed of during the term of the petroleum contract, nor become the property of the holder of the domestic transportation authorization.

However, where the pipelines and other facilities referred to in Section 50 above hinder the normal use of the lands, and where the owner so requests, the State shall, at the expense of the holder, expropriate the lands concerned and grant them to the holder of the said holder, in accordance with the land tenure and State property laws in force.

(4) Upon completion of construction of the hydrocarbon transportation system, the lands situated within the right-of-way may be allocated for other purposes, subject to the protected areas referred to in Section 59(f) (b) above, provided however that such use does not impede or obstruct the proper functioning and maintenance of the hydrocarbons transportation system.

**SECTION 69:** (1) The decree referred to in Section 68(1) above shall confer on the holder of the domestic transportation authorization:

(a) the right to use the land;

(b) the right to enjoy the land in compliance with the purpose and intent of the domestic transportation authorization;

(c) the right of free access to the facilities of the hydrocarbon transportation system;

(d) the right to use such facilities.

(2) Pipelines and related facilities of the hydrocarbon transportation system shall be and remain the property of the domestic transportation authorization holder.

**SECTION 70:** (1) The cost of and compensation for the establishment of easements, incorporation, allocation and release of land for the construction, operation and maintenance of the hydrocarbon transportation system, shall be determined in accordance with the procedure in force relating to expropriation for public purposes.

(2) The compensation due for use of the easements referred to in (1) above shall be commensurate with the value of developments carried out by third parties, in accordance with the provisions of Section 73 below.

**SECTION 71:** Owners of private lands or their beneficiaries, users of public property, public service concession holders or occupants of national lands, shall not be authorized to undertake any actions or works likely to impede the construction, operation and maintenance of the hydrocarbon transportation system, where such works are carried out in accordance with the provisions of this Code.

**SECTION 72:** (1) Where their application is deemed justified and upon prior payment of fair compensation, holders of the domestic transportation authorization may be authorized to temporarily use prime land located outside the right-of-way for the construction, operation or maintenance of the hydrocarbon transportation system.

(2) The authorization for temporary use shall establish the validity of the application, specify the land required, and authorize the temporary use thereof, pursuant to the applicable land tenure and State property.

**SECTION 73:** (1) Holders of the domestic transportation authorization may, against payment of compensation to the owners of lands situated outside the right-of-way, and for purposes of construction, operation and maintenance of the hydrocarbon transportation system and any related industries, dispose of substances for which concessions may not be granted and which must be removed on account of the works.

(2) Owners of private lands shall, without compensation, retain the right to dispose of substances for which concessions may not be granted and which are not used by the holder of the domestic transportation authorization.

**SECTION 74:** Where the hydrocarbon transportation system permanently prevents the use of land situated outside the right-of-way, the owner of such private land may seek reparation.

**SECTION 75:** (1) The holder of the domestic transportation authorization may, in accordance with the land tenure and State property laws in force, temporarily use national land, public or private property of the State or of regional and local authorities located outside his right-of-way.

Such use shall be authorized by the Minister in charge of State property, upon a no-objection opinion of the assigning regional and local authorities or government agencies, with regard to their respective private property or portions of public property assigned to them.

(2) However, the land use authorization shall not confer ownership of the surface right of the lands concerned on the holder of the domestic transportation authorization.

**SECTION 76:** Where public property is used, except as may be otherwise provided for by law, holders of the domestic transportation authorization may not initiate legal action against the State, government agencies or regional and local authorities for:

- damage that the use of the public property may cause to their facilities;
- works carried out on public land for national interest or public safety.

**SECTION 77:** The holder of a domestic transportation authorization shall be bound to:

- the provisions of the relevant land tenure and State property legislation not repugnant to the provisions of this Code, as concerns land tenure and maintenance of the hydrocarbon transportation system;
- the provisions of the relevant mining legislation not repugnant to the provisions of this Code, concerning quarries required for the construction, use and maintenance of the hydrocarbon transportation system.

## PART V RIGHTS AND OBLIGATIONS RELATED TO PETROLEUM OPERATIONS

### CHAPTER I: CONDUCT OF PETROLEUM OPERATIONS

**SECTION 78:** Holders shall diligently, and in accordance with the current standards and practices in the international petroleum industry, carry out the petroleum operations for which they are responsible.

**SECTION 79:** (1) Holders may, under their responsibility, sub-contract to qualified enterprises the petroleum operations for which they are responsible.

(2) For purposes and within the limits of the petroleum operations assigned to them, the holder's sub-contractors shall comply with the provisions of the laws and regulations in force.

(3) Sub-contracts of a value above the ceiling amount set in the petroleum contract shall be disclosed to the Minister in charge of hydrocarbons or to any government body duly mandated for that purpose.

(4) Holders of a petroleum contract acting as operator may delegate part of their petroleum operations to another holder equally acting as operator, for less than 12 (twelve) months, subject to prior approval by the Minister in charge of hydrocarbons.

**SECTION 80:** (1) Holders and their sub-contractors shall comply with the relevant hygiene and safety standards during petroleum operations, in accordance with the legislative and regulatory provisions in force and the current international petroleum industry best practices.

Holders shall, within forty-eight (48) hours, inform the competent administrative authorities about any serious accident during the conduct of petroleum operations.

(2) Holders shall comply with all measures they may be instructed to take by the Minister in charge of hydrocarbons, including the installation, at their expense, of equipment required to prevent or eliminate dangers that their petroleum operations may cause to public safety, the safety of civilians, personnel, the environment, or the conservation of classified sites and reserves, water sources or public roads, as provided for by the legislation and regulation in force.

(3) However, holders shall be consulted regarding the conditions for carrying out such works in order to protect the interests of various parties.

**SECTION 81:** (1) In the case of commercial hydrocarbon production, and where the Minister in charge of hydrocarbons so requests to satisfy the needs of the Cameroonian domestic market, holders shall, as a matter of priority, sell to the State or any duly mandated government body, the share of the hydrocarbon production to which they are entitled. The terms and conditions for fulfilling such obligation shall be specified by regulation.

(2) Where the needs of the Cameroonian domestic market are satisfied, holders shall freely dispose of the share of hydrocarbon production to which they are entitled.

(3) The conclusion of a petroleum contract shall, under no circumstances whatsoever, confer any right to refine or process hydrocarbons and/or sell and distribute products derived there from within the territory of Cameroon, since the said activities fall under the downstream petroleum sector, unless expressly authorized by the State.

**SECTION 82:** (1) Where a hydrocarbon deposit covers several contract areas granted to different holders or resulting from separate petroleum contracts containing different provisions with regard to entitlement to hydrocarbons, the holders may enter into an agreement known as a "utilization agreement" to exploit such deposit under the best possible economic and technical conditions.

This agreement, which contains the joint exploitation plan, shall be approved by the Minister in charge of hydrocarbons and by any government body duly mandated for that purpose, where applicable.

(2) Where a hydrocarbon deposit covers several contract areas located in different States, the holders may enter into a "utilization agreement" in order to exploit such deposit under the best possible economic and technical conditions.

This agreement, which contains the joint exploitation plan, shall be approved by the competent authorities of each State.

**SECTION 83:** Where the nature and duration of the works so require, the holder of a prospecting authorization shall enjoy the same rights and fulfil the same obligations as the petroleum contract holder for similar works, as provided for in this Part and in Parts VI and VII below.

## CHAPTER II COMPULSORY INSURANCE AND CIVIL LIABILITY

**SECTION 84:** (1) Holders and their sub-contractors shall be bound to take out insurance policies with local insurance companies to cover civil liability and damages resulting from the conduct of petroleum operations.

(2) The terms and conditions for such insurance policies shall be laid down by regulation.

(3) The petroleum contract shall lay down the terms and conditions for guarantees and insurance policies which the holder is bound to take out for the State, third parties, the public and the environment, pursuant to the implementation of this Section.

**SECTION 85:** (1) Notwithstanding any applicable criminal sanctions, holders of a petroleum authorization or contract who, due to their actions or that of their sub-contractors, cause any physical, material or environmental damage shall, without need for proof of fault, be subject to civil liability when such damage is related directly or indirectly to the conduct of petroleum operations, related activities or facilities located within or outside the contract area. Failing reparation in kind, the compensation paid shall fully repay the damage caused.

(2) Where the State is not a holder, it may incur direct or indirect liability toward third parties for any damage resulting from the conduct of the holder's petroleum operations.

## CHAPTER III: LOCAL CONTENT

**SECTION 86:** The development of national petroleum resources must help to assess local content as defined in Section 2 of this Code.

**SECTION 87:** (1) The local content referred to in Section 86 above shall comprise a human resources development component and a component pertaining to the use of local services and goods supply companies.

(2) The local content adopted in Petroleum Contracts shall include:

- (a) a vocational and technical training programme for Cameroonians in order to scale up their skills in the petroleum trades;
- (b) any other aspect likely to enhance local content.

**SECTION 88:** Petroleum contract holders shall, in case of equal competence and, as a matter of priority, to recruit qualified Cameroonians in all socio-professional categories and at all positions for the conduct of their petroleum operations.

**SECTION 89:** Petroleum contract holders and their sub-contractors shall be bound, as a matter of priority, to award construction, insurance, goods and services, materials, equipment and products supply contracts directly or indirectly related to petroleum operations to companies under Cameroonian law that have their registered offices in Cameroon and meet internationally recognized standards.

**SECTION 90:** The Minister in charge of hydrocarbons and/or any duly mandated government body of establishment shall ensure the implementation and monitoring of the provisions of Sections 86, 87, 88 and 89 above.

#### CHAPTER IV ENVIRONMENTAL PROTECTION

**SECTION 91:** Holders shall carry out petroleum operations in such a manner as to ensure, under all circumstances, the conservation of natural resources, in particular hydrocarbon deposits, and due protection of essential features of the environment. In this respect, holders shall take all the necessary measures to preserve the safety of persons and property, and protect the environment, natural surroundings and ecosystems.

**SECTION 92:** (1) Petroleum contract holders shall, at their own expense, carry out an environmental and social impact assessment in accordance with the environmental protection laws and regulation in force.

Such assessment shall help to evaluate the direct or indirect impacts of petroleum operations on the ecological balance of the contract and surrounding areas, the people's living environment and quality of life and the environment in general.

(2) The impact assessment shall be one of the documents submitted for public inquiry, where such a procedure is required.

(3) The terms and conditions for implementing the provisions of this Section, in particular the list of petroleum operations, the performance of which is subject to an impact assessment, the contents of the said assessment, as well as the conditions under which it shall be made public, shall be laid down by regulation.

#### CHAPTER V : TECHNICAL SUPERVISION AND FINANCIAL AND ACCOUNTING CONTROL

**SECTION 93:** Petroleum operations shall be subject to the supervision, control and safety conditions provided for in this Code and its implementing instruments.

**SECTION 94:** (1) The Minister in charge of hydrocarbons shall ensure the implementation of the provisions of this Code and its implementing instruments, as well as fulfillment of obligations by petroleum contract holders. The Minister shall take the required regulatory measures and, in collaboration with any duly mandated government body, ensure the administrative and technical supervision, as well as the economic, accounting and financial control of petroleum operations.

(2) The terms and conditions for carrying out administrative and technical supervision, as well as economic and accounting monitoring, shall be laid down by regulation.

**SECTION 95:** The State shall have the right to audit the accounts of the holder, in accordance with the provisions of Section 121 below.

**SECTION 96:** Under pain of legal proceedings, civil servants, public officials or of public or semi-public bodies shall not, in petroleum companies or petroleum operations under their direct or indirect supervision or related to them, either in their own name or through an intermediary or under any name whatsoever, have any interest that might impair or restrict their independence.

#### CHAPTER VI RULES GOVERNING CONTROL AND DISCLOSURE

**SECTION 97:** (1) The holder shall provide the Minister in charge of hydrocarbons and/or any duly mandated government body with data within a maximum period of thirty (30) days with effect from the date the data was generated. Such data shall include all the measurements, documents, information, samples and periodic reports derived or resulting from petroleum operations, in accordance with the provisions of the implementing decree of this Code.

(2) All the data referred to in (1) above, generated during petroleum operations, shall be and remain the property of the State. The terms and conditions for submitting such data to the State shall be specified in the petroleum contract.

**SECTION 98:** (1) The data referred to in Section 97 (1) above generated during petroleum operations and relating to the national mining estate, shall remain confidential for periods specified in the implementing decree of this Code.

(2) Beyond these periods, such data shall become part of the public domain and may be accessed by any interested natural or legal person.

**SECTION 99:** Any activity likely to cause prejudice to the interests of the State shall be suspended by decision of the Minister in charge of hydrocarbons. Such activity shall resume when the causes for its suspension cease to exist.

#### PART VI TAXATION AND CUSTOMS PROVISION, AND FOREIGN EXCHANGE REGULATIONS

#### CHAPTER I : TAXATION

**SECTION 100:** In view of their exploration and exploitation activities within the territory of Cameroon, petroleum contract holders and their partner companies under the protocols or agreements referred to in Sections 8 and 19 above, shall be liable to payment of the taxes, duties and royalties provided for in this Chapter, in particular those contained in the General Tax Code, subject to the provisions of the said chapter applicable to petroleum operations.

**SECTION 101:** (1) Applications for grant, renewal, relinquishment or assignment of petroleum contracts and authorizations deriving therefrom shall be liable to the payment of flat rate fees, the amounts and payment conditions of which shall be laid down by the applicable finance law.

(2) The same principle shall apply to the grant or renewal of prospecting authorizations.

**SECTION 102:** Holders of petroleum contracts and authorizations deriving therefrom shall be liable to payment of an annual surface rental fee, the amounts and payment conditions of which shall be determined by the applicable finance law.

**SECTION 103:** Holders of the concession contracts referred to in Section 15 of this Code shall pay a monthly royalty proportionate to production. The rate of such royalty and the rules governing its basis and collection method, which may be different for liquid or gaseous hydrocarbons, shall be specified in the concession contract. The royalty shall be paid in kind or in cash, pursuant to the terms of the concession contract.

**SECTION 104:** (1) Subject to the provisions of this Code, the rules governing company tax bases and methods of collection shall be the provisions applicable to corporate income tax provided for by the tax legislation in force in the Republic of Cameroon.

(2) The holders of petroleum contracts and companies referred to Section 100 above shall, under the conditions set out in this Chapter, be liable to corporate income tax calculated on the basis of the net profits derived from all of their exploration and exploitation activities in the contract area, whether they carry out such activities alone or in partnership with other companies.

(3) Each petroleum contract holder or company, irrespective of their nationality, shall, each fiscal year, keep separate accounts for their petroleum operations. Such accounting helps to establish a profit and loss account and a balance sheet highlighting the results of such operations, as well as the assets and liabilities allocated or directly.

(4) The net taxable income referred to in (2) above is formed by the difference between the values of the net assets at the close and the beginning of the fiscal year, less additional capital contributions, and increased by the withdrawals made during such fiscal year by the company or its partners. The net assets made up of the surplus of the value of assets over the total liability reflected in third-party debts, depreciation and authorized or justified reserves.

(5) The amount of the non-absorbed deficit which the holder or company proves to have incurred from petroleum operations shall be deducted from taxable profit, pursuant to the provisions relating to the carry forward period provided for in the General Tax Code.

However, the petroleum contract may provide for a much longer carry forward period in order to take into account special circumstances which may affect exploitation costs.

**SECTION 105:** The following items shall be recorded as credit in the profit and loss account referred to in Section 104 above:

(a) the value of the holder's commercialized production which must be in line with the current international market prices set in accordance with the conditions laid down by the implementing decree;

the value of the share of production paid in kind to the State as royalty proportional to production, pursuant to the provisions of Section 103 above;

(c) revenue from the storage, processing and transportation of hydrocarbons and the sale of related substances, where applicable;

(d) capital gains realized in Cameroon or abroad from the transfer or assignment of any asset items, be they indirect, shares, securities and other rights devolving from petroleum contracts;

(e) all other revenue or proceeds from petroleum or related operations.

**SECTION 106:** Net profit shall be determined after deducting all expenses incurred in the conduct of petroleum operations within the area covered by the petroleum contract. Such expenses include:

(a) all types of overheads, personnel and personnel-related expenses, building rentals, costs of supply of goods and services to holders.

However, for such expenses:

- costs for personnel, supplies or goods and services provided by affiliates, to holders should not exceed those normally charged under fully competitive conditions between independent

buyers and sellers for the provision of similar goods or services. Only justifiable amounts of remunerations paid to staff working abroad for the holder or any of its affiliates shall be deductible, where such workforce is assigned to petroleum operations carried out by the holder within the territory of Cameroon.

However, recorded expenses and all types of costs incurred in relation to transactions with physical persons domiciled or established in a territory or a State considered as a tax haven, shall not be deductible;

A reasonable portion of the administrative expenses of the holder's registered office abroad which is chargeable to petroleum operations in the territory of Cameroon shall also be deductible, provided such amounts are not overstated, in accordance with the petroleum contract;

(b) Depreciation recorded in the holder's accounting books, within the limits of the rates and terms defined in the petroleum contract, including depreciations, which should have been deferred during the previous deficit fiscal years. The depreciation shall begin from the date of first use of the assets and continue until they are fully depreciated;

(c) Interest on capital made available to the holder by third parties to carry out petroleum operations for the development and exploitation of hydrocarbon deposits excluding exploration operations, where the interest rates applied do not exceed the normal rates accepted on international financial markets for similar loans.

This shall also apply to interest paid to partners or affiliates on sums provided to the holder in addition to their own share of capital, on condition that such sums do not exceed, for all the partners, one and a half times the amount of equity capital, where such sums are allocated to cover a reasonable portion of investment expenditure for the development and exploitation of hydrocarbon deposits, provided that the interest rates applied do not exceed those mentioned in the preceding paragraph.

Moreover, where borrowings from third parties are made abroad, they should be the subject of prior declaration to the Minister in charge of finance;

(a) loss of materials or property resulting from destruction or damage, property abandoned or scrapped in the course of the year, bad debts and compensation paid to third parties for damages;

(b) the total amount of the royalty proportional to production paid in cash or in kind to the State, pursuant to the provisions of Section 103 above;

(c) necessary provisions made to cover losses or expenses and rendered probable by ongoing events, notably provision for abandonment of deposits set aside in compliance with the regulations in force and pursuant to the petroleum contract;

(d) without prejudice to contrary contract terms, any other losses or charges directly related to petroleum operations, except the amount of company tax referred to in Section 104 above.

**SECTION 107:** (1) The rate of company tax applicable to revenue derived from exploration and exploitation operations shall be 35%.

(2) The rules governing corporate tax bases and methods of collection shall be those laid down by the tax legislation in force in the Republic of Cameroon, unless otherwise provided for in this Code.

(3) Petroleum contract holders carrying out petroleum operations within the territory of Cameroon shall be authorized to keep their accounts in U.S. dollars and denominate their share capital in such currency. The terms and conditions for such accounting shall be specified in the petroleum contract.

(4) The petroleum contract may provide for accounting rules specific to petroleum operations, particularly regarding company tax recovery methods.

**SECTION 108:** The petroleum contract shall provide for a bonus referred to as "signature bonus" which the holder shall be bound to pay to the State, as well as a bonus referred to as "production bonus" which the holder shall pay to the State in proportion to the quantities of hydrocarbons produced, in accordance with the terms and conditions specified in the petroleum contract.

**SECTION 109:** The concession contract holder referred to in Section 15 above shall be liable to payment of an additional petroleum or gas levy calculated on the basis of the profits derived from petroleum operations. The terms and conditions of such levy shall be specified in the contract.

**SECTION 110:** (1) With the exception of the corporate tax referred to in Section 104 above, production royalty, additional petroleum or gas levy and the other taxes, duties and royalties referred to in Sections 101, 102, 103, 108 and 109 above, the petroleum contract holder shall be exempted from:

- any tax or duty on profits and dividends paid to the holder's shareholders, subject to the tax conventions signed by Cameroon;
- any direct tax on revenue derived from petroleum operations

carried out on behalf of the State, regional or local authorities and any legal person under public law, for the activities referred to in Section 104 above;

• all export duties and taxes for the activities referred to in Section 104 above;

• value added tax (VAT) on the supply of all kinds of goods and services, including studies directly related to the conduct of petroleum operations.

• special tax on petroleum products (STPP) or similar taxes on the supply of all kinds of goods and services, including studies directly related to the conduct of petroleum operations.

(2) For the conduct of petroleum exploration and development operations, holders and their sub-contractors shall be exempted from payment of the special income tax on revenue provided for in the General Tax Code.

Such exemption shall cover assistance, rental of equipment and materials and the provision of all other services to the holder by its sub-contractors for the conduct of petroleum operations provided that the said sub-contractors:

- do not have a permanent establishment in Cameroon;
- private goods and services for petroleum operations at the cost price, on behalf of the holder.

(3) For each exploitation authorization, holders shall forfeit the aforementioned special tax exemption at the end of the development phase.

(4) A list of goods and services eligible for such exemption shall be established by the Minister in charge of finance, after due consultation with the Minister in charge of hydrocarbons. The said list shall be reviewed periodically to take into account technological developments, with the assent of the competent public institutions or bodies.

(5) However, the holder shall, under conditions of ordinary law, be liable for registration and stamp duties, toll fees, land registration and motor vehicle taxes, with the exception of registration fees in relation to loans, guarantees and contracts directly related to petroleum operations.

**SECTION 111:** The holder shall remain subject to all tax bases and payment obligations concerning taxes and duties deducted at source on behalf of the Treasury, particularly taxes on salaries, profits, revenue and property, with the exception of all taxes or duties on interest paid to non-resident lenders for funds reserved for the development of investments.

**SECTION 112:** The holder shall submit to the Minister in charge of finance all the documents and declarations required by ordinary law regulation, even where such documents and declarations concern transactions exempt from all duties and taxes, pursuant to this Code.

**SECTION 113:** The holder shall remain liable to taxes or royalties collected in remuneration for services rendered, and generally, to all non-fiscal levies.

#### CHAPTER II : CUSTOMS PROVISIONS

**SECTION 114:** Subject to the special provisions set out in Sections 115 to 119 below applicable to petroleum operations, holders and their sub-contractors shall comply with the provisions of the Customs Code.

**SECTION 115:** (1) Holders and their sub-contractors may import into the Republic of Cameroon materials, supplies, machinery and equipment necessary for the conduct of petroleum operations, subject to the provisions of Section 89 above.

(2) Materials and equipment for petroleum prospecting and research operations mentioned in the Annex of Act 2/98/UEAC-1508-CD-61 of 21 July 1998 shall be imported duty-free.

(3) Equipment, machinery and tools used directly to carry out the activities of holders, their dealers, affiliates and sub-contractors shall also be eligible for temporary admission under normal or special procedure, as the case may be, where such materials are intended for re-export after use in Cameroon.

**SECTION 116:** (1) During the petroleum development operation phase covering the first five (5) years of commercial production under the exploitation authorization, the equipment, machinery, materials, tools and chemicals referred to in Section 115 above, which are directly used and necessary for this phase, whether imported directly by holders, their dealers, affiliates or sub-contractors, shall benefit from an overall reduced rate of five (5%) percent on import duties and taxes.

This preferential customs regime, which covers parts and spares of machinery and equipment necessary for petroleum operations, shall also be applicable throughout the two-year term of the provisional exploitation authorization

(2) Beyond the five-year period referred to in the first paragraph

of (1) above, imports of equipment, machinery, materials, tools and chemicals relating to petroleum operations shall be subject to customs duties and taxes under the ordinary law system.

(3) Benefit of the reduced rate referred to in (1) above shall be granted by the Minister in charge of finance, subject to the production of:

- a general import programme validated by competent government services, with the assent of the Minister in charge of hydrocarbons;
- specific applications for eligibility for the aforementioned reduced rate.

(4) A list of materials, machines and equipment eligible for the preferential regime of the overall reduced rate of five (5%) percent on import duties and taxes shall be established by the Minister in charge of hydrocarbons, and approved by the Minister in charge of finance. The said list shall be reviewed periodically on the initiative of the Minister in charge of hydrocarbons or any duly mandated establishment or public body, and approved by the Minister in charge of finance.

(5) The imported equipment, materials and products not directly used for petroleum operations during the prospecting, exploration or development phases, shall be subject to the customs duties and taxes laid down in the Customs Tariff.

**SECTION 117:** Imports and exports shall be subject to all the formalities required by the Customs Administration. However, the Minister in charge of finance may, where necessary and after due consultation with the persons concerned, take special measures to accelerate the customs clearance procedure.

**SECTION 118:** (1) Petroleum contract holders shall be liable to a zero point forty-five (0,45%) percent computer service fee. The amount of such fee shall be capped at CFAF (100 000) one hundred thousand per declaration.

(2) Sub-contractors shall enjoy the benefits listed in this Section, subject to receipt of their imports by the holder.

**SECTION 119:** Holders may export, free of all export taxes and duties, their share of hydrocarbons under their petroleum contracts.

### CHAPTER III FOREIGN EXCHANGE REGULATIONS

**SECTION 120:** (1) Petroleum contract holders shall be subject to the foreign exchange regulations applicable in the Republic of Cameroon, subject to the provisions of this chapter applicable to petroleum operations.

(2) During the period of validity of their petroleum contracts and subject to compliance with their obligations, particularly regarding foreign exchange regulations and tax legislation, holders shall enjoy the following benefits:

- the right to open, in the Republic of Cameroon and abroad, local and foreign currency accounts and to use them for their transactions;
  - the right to receive and freely keep abroad funds acquired or borrowed abroad including proceeds from the sale of their share of production, and to freely dispose of same, within the limits of their tax obligation surplus amounts and their local needs concerning petroleum operations carried out within the territory of Cameroon;
  - the right to transfer and freely keep abroad, revenue from the sale of hydrocarbons, any dividends and returns on invested capital, as well as proceeds from the liquidation or increase in their assets;
  - the right to pay directly abroad non-resident suppliers of goods and services used to carry out petroleum operations.
- (3) Holders' expatriate personnel residing in the Republic of Cameroon shall be guaranteed the free exchange and transfer to their country of origin of all or part of the amounts to which they shall be entitled, subject to the payment of taxes and other charges for which they may be liable under the regulations in force.

(4) The petroleum contract may stipulate that the petroleum contract holders' sub-contractors, who are foreign nationals and their expatriate employees, shall enjoy the same benefits.

(5) The holder shall be bound to periodically provide the State with all information on the movement of funds between the Republic of Cameroon and a foreign country, deposits and withdrawals from accounts opened abroad and related to petroleum operations which the State deems necessary for updating public accounts with respect to the balance of trade and balance of payments.

The holder shall transmit such information concurrently to the Minister in charge of finance, the Minister in charge of external trade and the Minister in charge of hydrocarbons.

**SECTION 121:** Pursuant to Section 95 above, the Minister in charge of hydrocarbons or any duly mandated public body shall have the right to audit the accounts of the holder, in accordance with the terms and conditions specified in the petroleum contract.

**SECTION 122:** Conditions for the implementation of this part shall be laid down by regulation.

### PART VII STABILIZATION, SETTLEMENT OF DISPUTES, WITHDRAWAL AUTHORIZATIONS AND CANCELLATION OF PETROLEUM CONTRACT

**SECTION 123:** Petroleum contract and authorization holders shall be subject to the laws and regulations of the Republic of Cameroon.

**SECTION 124:** The petroleum contract may provide for special regimes with regard to the stabilization of economic conditions, particularly where conditions for the execution of the said petroleum contract are aggravated by the introduction, in the Republic of Cameroon, of laws or regulations after its effective date.

**SECTION 125:** (1) Cameroonian courts shall have jurisdiction over any violation of the provisions of this Code, its implementing instruments and petroleum authorizations and contracts.

(2) However, the petroleum contract may include a clause providing for a conciliation and arbitration procedure to settle any dispute between the State and the holder relating to the interpretation or execution of the said petroleum contract.

**SECTION 126:** (1) Where the petroleum authorization or contract holder violates the provisions of this Code or its implementing instruments, the authorization or petroleum contract, or are in a situation of bankruptcy, judicial settlement or disposal of assets, the Minister in charge of hydrocarbons shall serve such a holder a formal notice to remedy such duly established lapses within 3 (three) months.

(2) Where upon the expiry of this deadline, the formal notice is not heeded, the Minister in charge of hydrocarbons shall order the withdrawal of the authorization and/or cancellation of the petroleum contract concerned, without prejudice to the other penalties provided for by the laws and regulations in force. However, where the authorization was granted by decree, it shall be withdrawn by decree of the same public authority.

(3) The provisions of (1) and (2) above shall apply individually to each petroleum authorization or contract co-holder.

**SECTION 127:** The withdrawal of the authorization or the cancellation of the petroleum contract shall not release the holder from his contractual or third-party obligations due on the date of withdrawal or cancellation.

Such obligations shall include the restoration of the sites, financial, tax and social obligations.

### PART VIII INVESTMENT INCENTIVES IN THE UPSTREAM PETROLEUM SECTOR

**SECTION 128:** (1) Notwithstanding the provisions of Part VI of this Law, where exceptional circumstances so warrant, the State, through the public body duly mandated to manage its interests in this sector, may provide the appropriate incentives to revive exploration and exploitation activities, and support hydrocarbon production throughout the national mining sector, notably to:

- encourage the onshore exploration of inaccessible mining property, or offshore exploration at depths of more than 200 metres, or difficult and high-risk exploration themes; or
  - encourage the implementation of tertiary recovery programmes to increase the productivity of deposits; or
  - in case of a significant drop in investments in the upstream petroleum sector.
- (2) The measures referred to in (1) above shall consist notably in readjusting the fiscal or economic terms of the contracts concluded between the State and petroleum companies to speed up the recovery of investments and improve their profitability.
- (3) For the implementation of paragraph (1) above:

(a) the State, through a public body duly mandated to that effect, shall examine the aforementioned special contracts, after the opinion of the standing commission referred to in Section 12 of this Law;

(b) petroleum companies with the required technical and financial capacity, and having firm investment projects can benefit from the incentives, following an application submitted to the duly mandated public body. However, for petroleum contract holders, the application shall be admissible only when all the contractual obligations towards the State have been fulfilled and where their activities are in accordance with the provisions of the laws and regulations in force;

(c) incentives shall take into account the work programmes submitted by the applicant, the risks taken, the size of the hydrocarbon discoveries expected from the exploration work, and their production increase potential, for appraisal and tertiary recovery programmes submitted;

(d) the implementation incentives may not be intended to reduce the oil revenue of the State to a threshold below 51% of the total oil revenue obtained from the activities of the holder in the mining property of the State.

**SECTION 129:** (1) Depending on the circumstances and provided they are economically profitable, the incentives that the State may grant shall include one or more of the following:

- waiver from paying the signature bonus for petroleum contracts entered into from the date of promulgation of this law;
  - exemption from payment of corporate tax for a maximum period of five (5) years for liquid hydrocarbons and seven (7) years for gaseous hydrocarbons, in view of the amount of investments to be carried out and the duration of the production plateau attached to the investment programme submitted;
  - adjustment of the economic parameters of the petroleum contract, with notably a possible reduction of State participation in exploitation, the modification of the "profit oil" and/or "cost oil" for production sharing contracts, and the reduction of the rate of royalty proportional to production for concession contracts;
  - possibility to recover from production, in any given exploitation area, the seismic acquisition and dry exploration expenses incurred in any other contractual area where the applicant conducts petroleum operations;
  - tax consolidation of exploration expenses.
- (2) Incentives shall be granted to petroleum companies through petroleum contract amendments or, as appropriate, through a new petroleum contract, under the conditions laid down in Section 12 of this Code.
- (3) Conditions for granting these incentives shall be laid down by law.

### PART IX OFFENCES AND PENALTIES CHAPTER I: OFFENCES

**SECTION 130:** Within the meaning of this law, the following shall be considered as offences:

- conduct of hydrocarbon exploration and exploitation operations in violation of the provisions of the Law to institute the Petroleum Code and the implementing instruments thereof;
- non-compliance with contractual commitments relating to the agreed works programme;
- violation of accounting, tax and customs rules, as well as foreign exchange regulations;
- non-disclosure to the State of the information, documents or data that must be submitted to it;
- non-compliance with the provisions of Law No. 96/12 of 5 August 1996: Framework law on environmental management and the implementing instruments thereof;
- non-compliance with contractual commitments relating to local content;
- disclosure of a discovery without the prior approval of the Minister in charge of hydrocarbons, or any establishment or public body duly mandated for such purpose;
- non-compliance with the provisions of Law No. 98/015 of 14 July 1998 governing establishments classified as dangerous, unhealthy and obnoxious, and the implementing instruments thereof;
- non-compliance with technical, safety and health rules for hydrocarbon exploration and exploitation operations;
- obstruction to control by sworn and/or authorized officers.

### CHAPTER II: PENALTIES

**SECTION 131:** (1) Where petroleum contract holders and/or their sub-contractor fail to comply with the obligations laid down by this law or commit any of the offences referred to in Section 128 above, the Minister in charge of hydrocarbons or any public body duly mandated for such purpose shall serve such holders a formal notice to comply with their obligations within a maximum period of three (3) months, under pain of penalty which should be specified in the formal notice sent to the holder.

(2) Where the formal notice remains unheeded after expiry of the prescribed deadline, one of the following penalties shall be imposed on the petroleum contract holder:

- fines;
- withdrawal of the authorization and/or forfeiture of the petroleum contract under which the petroleum activities are carried out by the holder. Withdrawal of the authorization and/or forfeiture of the petroleum contract shall be ordered under the conditions laid down in Section 126 (2) above.

**SECTION 132:** (1) The penalties referred to in Section 130 above shall be pronounced by the Minister in charge of hydrocarbons, or by any competent public body, without prejudice to all other penalties provided for by the laws and regulations in force.

Penalties shall vary depending on the nature, frequency or gravity of the offense committed, as appreciated by the Minister in charge of hydrocarbons, or by any public body duly mandated to that effect.

(2) The amount of fines shall be as follows:

(a) non-compliance with the provisions of the Law to institute the Petroleum Code during hydrocarbons exploration and exploitation operations: CFA 500 000 000 (five hundred million) francs;

(b) non-compliance with contractual commitments relating to the agreed works programme: CFA (500 000 000) five hundred million francs;

(c) non-compliance with technical, safety, health or environmental rules: CFA (200 000 000) two hundred million francs;

(d) non-compliance with contractual commitments relating to local content: CFA (200 000 000) two hundred million francs;

(e) non-disclosure to the State of the information, documents or data that must be submitted to it: CFA 200 000 000 (two hundred million) francs;

(f) non-compliance with the accounting rules provided for in the Law to institute the Petroleum Code: CFA 200 000 000 (two hundred million) francs;

(g) disclosure of a discovery without the prior approval of the Minister in charge of hydrocarbons, or any public body duly mandated for that purpose: CFA 200 000 000 (two hundred million) francs;

(h) obstruction to control by sworn and/or authorized officers: CFA 75 000 000 (seventy-five million) francs;

(i) Fine default: the above fines shall increase by 10%, for each month of delay from the date on which the default payment is established by the competent authority. The term "month" shall correspond to a period of thirty (30) successive days.

### PART X MISCELLANEOUS, TRANSITIONAL AND FINAL PROVISIONS

**SECTION 133:** (1) This law shall apply to the petroleum contracts entered into from the date of its promulgation.

(2) Petroleum contracts entered into between the State and petroleum companies prior to the date of promulgation of this law, as well as hydrocarbon mining titles and related authorizations, shall remain valid for the period for which they were concluded or granted. Holders shall remain entitled to obtain and renew their exploration or exploitation authorizations under the said contracts.

(3) Establishment agreements and partnership contracts concluded between the State and petroleum companies before the date of promulgation of this law, as well as hydrocarbon mining titles and related authorizations, shall remain valid for the period for which they were concluded or granted. Holders shall have the attitude to grant or renew exploration or exploitation authorizations under the said contracts.

(4) Holders of the petroleum contracts, establishment agreements and partnership contracts in force on the date of promulgation of this law shall remain subject to the provisions contained therein as they may be subsequently amended by the parties during their validity period.

(5) Any holder referred to in the preceding paragraphs wishing to implement the provisions of this law for the purpose of improving the economic balance of agreements binding it to the State, shall be bound to accept to renegotiate the said agreements as laid down by this law and its implementing instruments.

**SECTION 134:** (1) The bases, rates and methods of collecting the fixed duties and land royalties provided for in Sections 101 and 102 above, shall be regulated by the applicable finance law.

(2) Considering the provisions of Section 101 of this Code and pending the adoption of special instruments, the bases, rates and methods of collection of fixed duties relating to applications for authorization relinquishment and assignment shall be the same as those for the granting of the authorization concerned.

**SECTION 135:** The provisions of Law No. 2002/4 of 19 April 2002 to institute the Investment Charter of the Republic of Cameroon, or any subsequent instrument superseding and replacing it shall not apply to petroleum contract holders and petroleum operations, where such provisions are repugnant to this law and its implementing instruments.

**SECTION 136:** All previous provisions repugnant hereto are hereby repealed, notably those of Law No. 99/13 of 22 December 1999 to institute the Petroleum Code.

**SECTION 137:** The conditions for implementing this law shall be laid down by regulation.

**SECTION 138:** This law shall be registered, published according to the procedure of urgency and inserted in the Official Gazette in English and French.

Yaounde, 25 april 2019  
President of the Republic  
Paul Biya

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