KEATING CHAMBERS

ENERGY WEBINAR PART 1

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ENERGY CASE LAW: 2020

VERONIQUE BUEHRLEN QC

An unusual number of cases:

- Two CA judgments:
  - *Teesside Gas Transportation v Cats North Sea Ltd* [2020] EWCA Civ 503
  - *Apache North Sea Ltd v Euroil Exploration Ltd* [2020] EWCA Civ 1397
- Three first instance decisions:
  - *TAQA Bratani Ltd v Rockrose UKCS8 LLC* [2020] EWHC 58
  - *Gwynt Y Mor Ofto Plc v Gwynt Y Mor Offshore Wind Farm Ltd* [2020] EWHC 850
  - *Apache North Sea Ltd v Ineos FPS Ltd* [2020] EWHC 2081

- All cases concerned with contract interpretation
- All particularly instructive in the practical application of the principles of contract interpretation revisited by the UKSC in cases such as *Rainy Sky*, *Arnold v Britton* and *Wood v Capital Insurance Services*
- Cases illustrate the use and development of the applicable principles in practice

Teesside Gas Transportation v Cats North Sea Ltd (Males LJ)

- *E.g. Teesside* – the practical application of key principles of construction
- Gas Transport Agreement (GTA)
- True construction of the Capacity Fee formula
- A unitary exercise
  - The language of clause 4.6 (not decisive either way)
  - Other relevant provisions of the Agreement
  - The overall structure of the Agreement's payment provisions
  - Background circumstances known to the parties when contracting
  - Commercial common sense

Apache North Sea v Euroil Exploration (Carr LJ)

- The facts – costs of the drilling rig
- The interaction between the farm out agreement and the JOA – to be read together as a "cohesive whole"
- The operation of the accounting procedures in the JOA

- Relevant legal principals: ##30-36
- "*The interpretative exercise is a **unitary** one involving an **iterative process** by which each suggested interpretation is checked against the provisions of the contract and its commercial consequences investigated*" (#34)
- Textual analysis: "*The meaning of a clause is usually most obviously to be gleaned from the language of the provision*" unless the provision lacks clarity or is illogical / incoherent (#38)

- To be **inconsistent** means that a term must contradict another term or be in conflict with it so that effect cannot be fairly given to both clauses or the clauses cannot sensibly be read together – the fact that a term modifies or qualifies another is not enough (#36)
- Issues relevant to determining inconsistency between clauses include reasonableness and business common sense. It is not just a question of literal contradiction between terms.

Apache v INEOS (Foxton J)

- Construction of a Hydrocarbons Transportation and Processing Agreement (TPA) – transport of Apache Forties Field hydrocarbons through INEOS' pipeline system
- Attachment F to the TPA set out the estimated production profile but only up to 2020
- Apache wished to amend that profile for 2020 to 2040 as to which INEOS was required "*not unreasonably [to] withhold its consent*"
- INEOS made its consent subject to a revised tariff
- Was INEOS acting unreasonably and/or "*non-contractually*"?

- Principles of construction: ##20-25
- Judgment focusses on whether INEOS took the risk of continuing to operate the pipeline at the original tariff or whether the TPA allowed the price to be revisited if Apache continued production after 2020
- Foxton J subjected the TPA to a **detailed textual analysis** including a detailed analysis of the termination provisions. He concluded that the TPA was a "*life of field*" agreement – not limited to applying until 2020
- Therefore it was non-contractual for INEOS to impose conditions on agreeing to the transport of hydrocarbons post 2020 [75]
- INEOS' case was blocked by interpretation of the contract as opposed to a looser consideration of whether it was *reasonable* for INEOS to withhold its consent
- Note INEOS' right to change the charging basis to a costs-share charging basis

TAQA Bratani Ltd v Rockrose UKSC8 LLC (HHJ Pelling QC)

- Dispute as to the removal of Rockrose as Operator under a JOA
- *Spirit Energy & TAQA v Marathon Oil* [2019] EWCA Civ 11
  - CA construed JOA and determined that the Operator was entitled to require the participants to pay their appropriate share of pension deficit (January 2019)
- Rockrose was Marathon Oil

- June 2019 – claimants voted unanimously to terminate Rockrose's appoint as Operator under various JOAs
- Clause 19.1:

  "Operator may be discharged; (a) at the end of any calendar month by the Operating Committee giving not less than ninety (90) days notice to it" on the basis of a unanimous vote of the non-operator participants
- Rockrose argued that the apparently unqualified right to terminate its appointment was qualified
  - By a *Branganza v BP Shipping Ltd* [2015] UKSC 17 implied term of good faith/absence of arbitrariness; or
  - An implied duty of trust and confidence, the JOA being a "relational contract" i.e. a *Yam Seng* argument

- Court held:
  - In common with *Apache v Euroil*, the approach to JOAs would primarily be textual "*unless a provision lacks clarity or is apparently illogical or incoherent*" [33]
  - "In such a case therefore the starting point and in all probability the end point in the construction exercise will be (a) the natural and ordinary meaning of the provision being construed (b) any other relevant provisions of the contract being construed and (c) the overall purpose of the provision being construed and the contract in which it is contained." [33]
  - Applying those principles – the clause was intended to confer an **unqualified right** to terminate the Operator role [34]

Gwynt Y Mor Ofto Plc v Gwynt Y Mor Offshore Wind Farm Ltd (Phillips LJ)

- Purchase by C of D's business of owning, maintaining and operating the electrical transmission link between the Gwynt wind farm and the national grid
- 2 out of 4 subsea export cables failed – one within days of completion of the transaction
- Corrosion
- C sought to rely on an indemnity in the SPA by which D indemnified C "*if any Assets are destroyed or damaged prior to completion*"

- What period was encompassed by the words “prior to completion”?
- Held the indemnity only covered damage suffered during the period between the signing of the SPA and completion
- Again a question of textual analysis – “prior to completion” had to be considered in the context of the sentence as a whole and in particular the tense used in determining the timeframe of the indemnity

- Since the SPA was to be interpreted at the date it came into force the natural and ordinary meaning of the phrase “If any of the Assets are destroyed or damaged prior to completion” meant damage that occurred after execution of the SPA
- The sentence did not say “If the Assets have been destroyed or damaged prior to completion”
- That reading of the indemnity was reinforced by the context of the provision, the structure of the SPA, other provisions and commercial sense(#44)

Conclusions

- What can we take from the most recent case law?
  - The application of the principles of contract construction are relatively easy to set out – their practical application, however, remains fraught with difficulty and uncertainty
  - Most energy/oil and gas contracts are negotiated between experienced commercial parties and their lawyers with the result that less weight may be given to aspects of the wider context
  - The language of any provision remains the key starting point and the Courts will engage in a detailed textual analysis
  - All the same commercial common sense continues to play a key supporting role e.g. *Gwynt v Mor* at [#44] and CATS at [#85]
  - The Court will not be afraid to construe one agreement in the context of or by reference another e.g. *Apache v Euroil*
  - The Courts continue to be slow to imply terms e.g. of good faith to limit termination rights

VERONIQUE BUEHRLEN QC
SPEAKER PROFILE

Veronique has a wide ranging commercial litigation, international arbitration and advisory practice with special emphasis on complex energy disputes, construction and engineering. She is "*fully at home with the most technical cases*" and known for her meticulous preparation of complex highly detailed matters requiring penetrating and determined cross examination of expert and other witnesses. Veronique tends to work on a small number of very large cases.

In addition to her practice as counsel Veronique regularly sits as an arbitrator in various arbitral fora. She was appointed a Deputy High Court Judge in May 2017 and regularly sits in the TCC on a broad range of construction, energy and arbitration disputes.

Veronique is recommended by the leading directories for her energy and international arbitration work – last year she was nominated by the Legal 500 for International Arbitration Silk of the Year. She is praised for being "*extremely thorough*" and a "*ferocious cross-examiner*". She is described as "*incredibly intelligent*", and as "*cool, calm and collected and a master of details*" – she is known as "*a tenacious advocate and a fair minded arbitrator*".

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Good faith obligations and energy contracts

Paul Buckingham

27 January 2021

Keating Annual Energy Seminar

Topics

- Categories of ‘good faith’ obligations
- Energy contract (Commercial Court)
  - Taqa Bratani v Rockrose
- PFI Construction contract (TCC)
  - Essex County Council v UBB
- Commercial contract (Chancery)
  - Cathay Pacific Airways v Lufthansa

Implied 'good faith' obligations

- Exercise of a contractual discretion: 'Braganza Duty'
  - Arise where one party has a contractual power or discretion
  - Law may imply a term that the party
    - would exercise the power or discretion in good faith
    - would not act arbitrarily, capriciously or irrationally
  - Well founded in authority
    - Baroness Hale in Braganza v BP Shipping (2015) UKSC 17 at [18]
  - Imports public law principles into a commercial contract

Implied ‘good faith’ obligations

- More general obligation of ‘Good faith’
  - Arise in the context of *relational contracts*
  - Fraser J identified nine factors which might indicate the presence of a *relational contract*
    - Bates v Post Office (No.3) (2019) EWHC 606 (TCC)
  - Law may imply a term requiring the parties to deal with each other in good faith
  - Such a duty does not automatically arise whenever there is a relational contract
    - Yam Seng v International Trade (2013) EWHC 111 at [139]

Taqa Bratani v Rockrose (2020) EWHC 58 (Comm): JOA of the Brae oil fields

Taqa Bratani v Rockrose
Braganza duty

- HHJ Pelling QC rejected a Braganza duty:

"46 …I consider it clear that on the current state of the authorities, the Braganza doctrine has no application to unqualified termination provisions within expertly drawn complex commercial agreements between sophisticated commercial parties such as those in this case....

53 …Absolute rights conferred by professionally drawn or standard form contracts … are an everyday feature of the contracts that govern commercial relationships and extending Braganza to such provisions would be an unwarranted interference in the freedom of parties to contract on the terms they choose…."

Taqa Bratani v Rockrose
Braganza duty

- He went on to say at [50]:

  "There is no reason to treat a provision which brings the relationship of the parties to an end differently from one that entitles one party to terminate a particular role carried on by one of the parties under the agreement… Even if such a distinction does have a principled basis, in my judgment that does not lead to the conclusion that a [Braganza] term should be implied …. because to imply such a term would be to depart from the cardinal rule that "… if a contract makes express provision ... in almost unrestricted language, it is impossible in the same breath to imply into that contract a restriction …" that qualifies what the parties have agreed should be unqualified."

Taqa Bratani v Rockrose
General obligation of good faith

- Content to treat the JOAs as *relational contracts*
- Not necessary to imply an obligation of good faith
  - Power to terminate is an absolute and unqualified power
  - Impermissible to imply a term that qualifies what the parties have agreed
  - Parties have legislated their obligations in the express terms and it would be wrong to imply a term to qualify that power
- No industry practice that supports such a term

Essex CC v UBB (2020) EWHC 1581 (TCC)
Waste recycling facility

Essex CC v UBB
Braganza duty

- Readily implied a term requiring a contractual discretion to be exercised rationally and in good faith
- No scope for the term where a party is exercising an absolute contractual right
- A contractual right to terminate is not generally subject to any qualification of good faith

"…unlikely that the hypothetical reasonable commercial man or woman would expect the party exercising that right…to be obliged to consult anyone's interests but their own."

Essex CC v UBB
Was it a relational contract?

- Accepted it was a *relational contract:*
  - No inconsistent terms
  - Long term contract
  - A close collaborative relationship performed with integrity and fidelity
  - Intention to repose trust and confidence in each other
  - High degree of communication and co-operation
  - Significant investment by parties
  - Involved exclusivity
- Pepperall J said at [113]:

  "Standing back from the nine factors identified by Fraser J, I conclude that this 25-year PFI contract is a paradigm example of a relational contract in which the law implies a duty of good faith."

Essex CC v UBB
General obligation of good faith

- As to the content of the implied term:

"116.1 Whether a party has not acted in good faith is an objective test.

116.2 Dishonest conduct will be a breach of the duty of good faith, but dishonesty is not of itself a necessary ingredient of an allegation of breach. Rather the question is whether the conduct would be regarded as 'commercially unacceptable' by reasonable and honest people.

116.3 What will be required in any individual case will depend upon the contractual and factual context."

Cathay Pacific v Lufthansa [2020] EWHC 1789 (Ch): Aircraft engine maintenance contract

Cathay Pacific v Lufthansa
Braganza duty

- Summarised the following principles
  - Not applicable to every contractual power or discretion
  - Applicable to decisions affecting rights of both parties where decision maker has a conflict of interest
  - Nature of relationship and balance of power are factors
  - Scope of the term will vary according to the circumstances and terms of the contract
- No Braganza duty to be implied as a fetter on the exercise of the contractual option

Cathay Pacific v Lufthansa
General obligation of good faith

- John Kimbell QC summarised the present state of the law*:*
  - Term may be implied in a relational contract subject to any contrary express term
  - Term may be implied as a matter of law where future collaboration is required in ways that have not been specified in detail by parties
  - Term may be implied as a matter of fact, but no special rules and each term must be considered against the usual test
  - Primary test is whether the term is so obvious that it goes without saying or that it is necessary for business efficacy
  - Character of the contract is important and the indicia in Bates may be helpful

Cathay Pacific v Lufthansa
General obligation of good faith

- Rejected implied term as a matter of law
  - Only criteria satisfied was it being a long term contract
  - Plainly not a joint venture agreement
  - Expressly agreed that not a partnership or joint venture
  - Focus was on the services to be provided to the 27 engines rather that the relationship between the parties
  - Ability to subcontract services made it the polar opposite of a relational contract

Cathay Pacific v Lufthansa
General obligation of good faith

- Rejected implied term as a matter of fact
  - Extremely detail contract drafted by commercial parties
  - At its core, a contract for engine maintenance services
  - Not essentially a collaborative venture or akin to a JV
  - Risk and reward was carefully balanced in the contract
  - To a large extent an impersonal contract
  - As a genus of contract, engine maintenance is not an obvious candidate for implied terms of good faith
  - Contract did make express reference to good faith in a specific area where co-operation was required

Cathay Pacific v Lufthansa
General obligation of good faith

- Reviewed against the Bates indicia
- Concluded that it was not a relational contract:

"Whilst it has some of the elements which are found in relational contracts, in particular exclusivity, co-operation and long duration, they are in my submission insufficient to warrant regarding the Agreement as a relational contract. In my view, the core indicia are (v) and (vi) and these are not satisfied in this case. In so far as the others are present, they are present because the Agreement is a commercial contract for services in a highly regulated market. The relationship between the parties in this case is in my judgment an ordinary contractual relationship for commercial services and very far removed from the types of case in which an implied term of good faith has been held to exist."

Concluding remarks

- Braganza duty is well established
  - Unlikely to fetter an absolute contractual right
- Wider obligation of good faith
  - Overall character of the contract is important
  - A long term contract requiring co-operation is not enough
  - Requirement for trust and confidence must go beyond that normally found in a commercial relationship
  - PFI contracts are amenable to the implied term
- The law is still developing

PAUL BUCKINGHAM
SPEAKER PROFILE

After spending eight years with BP as a chemical engineer working on the design, construction and commissioning of oil and gas projects, Paul Buckingham qualified as a Barrister and has since specialised in major construction, engineering and energy disputes. His particular area of interest and expertise lies in complex technical disputes.

In 2017 he acted for EON in its successful appeal to the Supreme Court in the decision of MT Højgaard v E.ON, which concerned the scope of a 'fitness for purpose' obligation in a contract for the construction of an offshore windfarm. More recently, he acted for Essex County Council in its successful claim against UBB in respect of defects at a waste processing facility in the UK.

Paul Buckingham is also a member of the IChemE's Contract Committee, responsible for drafting its standard forms of contract, and Chairman of the IChemE's Dispute Resolution Committee, responsible for drafting and administering its dispute rules.

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FUTURE TRENDS IN ENERGY CLAIMS

SEAN WILKEN QC

KEATING WEBINAR JANUARY 2020

History repeating itself?

- Scarcity of resource
  - Peak oil – 1970
  - Collapse of the petro-dollar – 1973
- Scarcity of demand
  - 1985; 2008; 2014; 2020
- Geopolitics
  - OPEC and OPEC+
    - Production and politics
    - cuts versus income (6/3/20 versus 5/1/21)
  - NOCs/Majors/Minors

SARS-CoV-2

- Globally very different reactions to the pandemic
  - Laissez faire populist model – UK/US/Brazil/Sweden
  - Repeat strictly enforced lockdowns – France and Spain
  - Rigorous isolation and track and trace – NZ; South Korea; Japan
- Differing legal reactions as well
  - China immediately issued force majeure certificates to all affected industries
  - Other end of the spectrum – extensive use of non-binding guidance (UK) or devolution to individual states (US)

- Globally - position has changed over time
- In all cases what was the position has to be ascertained before any analysis as to the effect of that position
- In England:
  - Response has been very confusing
    - *The Use and Misuse of Guidance during the UK's Coronavirus Lockdown* Tom Hickman 9/9/20 at https://papers.ssrn.com/sol3/papers.cfm?abstract_id=3686857
  - Made more difficult due to the websites being altered with retrospective effect – Wayback machine has to be used

- Differing nations have adopted differing regulatory approaches
- Courts of civil law nations have more freedom to find an appropriate outcome – established doctrine of force majeure
  - See eg China where the Courts regarded SARS as an FM event; see also Ministry of Housing and Urban-Rural Development statement Feb 2020
- Courts of common law nations are tied to the words of the contract – no established doctrine of force majeure

- Standard contract wordings are unhelpful
  - AIPN JOA – mirrors the upstream contract (NB – local law issues)
  - LOGIC – force majeure includes change in law
  - BEACH – must prevent the supply of gas
  - HK GCC – possible EOT only cf 50(1)(x); HKIA cl 25 is in similar terms

- But do you have a "material adverse change" provision in the suite of contracts – this may assist

Future trends – low oil price

- OPEC basket $54.85/b; Brent Crude $55.77/b
- Absent major cuts in production, unlikely to change (upstream CapEx predictions based on US$44/b)
- Deepwater exploration and production may be unprofitable

Results of SARS-CoV-2 and low oil price

- Types of claims:
  - Force majeure/frustration – on rigs etc
  - Cash call disputes
  - Decommissioning disputes
  - Production and exploration slow down disputes

- Frustration – very unlikely in any event and almost impossible here
- Force majeure
  - All turns on the clause
  - Some of the standard wordings might apply
    - Plague, epidemic, act of god, restraint of princes
  - Causation will be very difficult – see *Seadrill v Tullow Ghana* [2019] 1 All ER (Comm) 54
  - But note
    - "sole cause" versus "impacted by"
    - "prevent" versus "hinder"

Force majeure and the supply chain

- AIPN JOA applies force majeure as it stands up the contractual chain
- Therefore have to look at the local law/PSA to determine what is and what is not force majeure
- May give rise to complications where the local law and the law of the seat of the arbitration conflict
  - (as an aside the local content requirements may cause any dispute to resolved in a seat in a “tricky” part of the world)

- Cash call disputes
  - As cashflow reduces, parties will regret decisions made previously
  - May therefore challenge previous Vote by Notices (VbNs)
  - May also challenge the Accounting Provisions

- Associated “buyer’s remorse” on FIA/FOAs
  - Unstitching the FOA/FIA
  - *Wrotham Park* claims

Decommissioning Disputes

- Parties simply not paying the charterparty rates during decommissioning
- Decommissioning Ports are full – leads to longer voyage time
- Where you are dealing with FSPOs – may not have a further charterparty – so will be laying them up
- Rig stacking/recycling

➢ Production and Exploration Disputes

- Breaches of the PSA as to phases and commitments
- Scaled down use of rigs and FSPO – charterparty disputes
- Take and/or Pay disputes
- Possible supply line disputes

Other future trends - Brexit

- FTA puts the trading market in limbo (there will be a new arrangement at some point)
- But:
  - All down to businesses not government
  - Guidance identifies the following impacts
    - ACER registration for cross border
    - Domesticated REMIT obligations
    - Licences also in limbo
    - Transmission System Operator certificates also in limbo
    - Customs impact on LNG imports unknown

Renewables

- Two categories of claims currently:
  - Contractual
  - Defects

- Future unknowns
  - Regulatory regime
  - The fate of surplus capital seeking to invest

Climate Change Litigation

- Increasing trend - 26 new cases worldwide outside US:
  - Challenges to high emission projects
  - Challenges to carbon pricing
  - Regulatory challenges to projects
  - Focussed attacks on the "carbon majors"
  - Use of class actions – see eg *Motto & ors v Trafigura*; *Municipio de Mariana v BHP* [2020] EWHC 2930
  - Use of human rights & soft law
    - *Urgenda v Netherlands* – risk of climate change falls within ECHR Arts 2 and 8. Even in arbitration – Wilken/McMillan *Stranger Things*

UNCLOS

- Maritime boundaries and O&G causing frictions worldwide
  - China – South China Sea
  - Russia – Lomonosov Ridge and the Arctic
  - US – Canada
- One closer to home
  - Eastern Mediterranean - 12 Maritime borders – 10 disputed
- All 7 littoral states are exploring
  - Israel – Leviathan and Tamar
  - Egypt – Zohr

- Of current blocks on offer 36% are contentious
- States are actively in dispute
  - Greece – Turkey dispute
  - Lebanon – Israel dispute
- Cyprus' EEZ alone contains 12 blocks (and Cyprus has some agreed maritime borders)
  - 25 year licence granted to Noble, Shell and Delek for the Aphrodite Field
  - Glaucus – 1 Exxon Mobile and Qatar Petroleum announced discovery
  - Calypso – ENI and Total

Why does this matter?

- The ENI case
- Ghana, Cote d'Ivoire and Tullow
- Resource management and money

- ENI
  - carried out exploration activities offshore Cyprus in waters disputed by Turkey
  - Turkey retaliated by suspending all operations with ENI including a large pipeline

Ghana/Cote d'Ivoire

- Oil fields in disputed waters
- Cote d'Ivoire brings first challenge for interim relief before ITLOS Tribunal
- Tribunal holds Ghana could shoot seismic but no new drilling as that would:
  - Permanently modify the environment; and
  - Allow Ghana to obtain sub-surface information

  (ITLOS Special Chamber *Ghana/Cote d'Ivoire* Provisional Measures 25/2/15)

- The problem
  - Ghana had already let blocks in the disputed area to a consortium of which Tullow was the Operator
  - PSA committed the consortium to further drilling (as the only way one can know that there are exploitable hydrocarbons is drilling)
  - Tullow had engaged 2 rigs to carry out that drilling programme
  - ITLOS' order closed down planned drilling *and* led Ghana to reconsider whole deepwater development programme
  - Tullow was exposed on the charterparties for the rigs (US$300m+)
  - One event was force majeure, one was not
  - Tullow was able to rely on force majeure – *Seadrill Ghana v Tullow* [2018] EWHC 1640; [2019] All ER (Comm) 34
  - (BTW Cote d'Ivoire lost the eventual hearing before ITLOS)

- Resource management
  - Stifle development
  - Block exploration in already assigned blocks
  - Wasted cost and time – in deepwater can be significant
    - ICSID and other arbitrations
    - Litigation and arbitration – PSA; JOA and sub-contracts
  - Reparations in respect of exploitable hydrocarbons
  - Law of unintended consequences
    - Pipelines – Russia; Israel; Canada
    - Embargoes
    - Sanctions

SEAN WILKEN QC
SPEAKER PROFILE

Throughout his career, Sean has been involved in disputes in the energy and oil and gas sector. After some very early work dealing with nuclear proliferation and the handling of nuclear materials, in the mid 1990's Sean was involved in the early North Sea take and/or pay and North Sea Field development disputes featuring in what were labelled – at that time – as the top energy cases – for example BP v Scottish Power.

In the late 1990s and early 2000's Sean worked on cases arising from the development of energy – fields, infrastructure and pipelines – to and from the Middle East; the states of the former Soviet Union and further east both before and after the events of 9/11. As well as involving infrastructure his work involved financing, disputes between nations and security issues as well as nuclear issues.
After the second Gulf War Sean was involved in cases involving the renewed development of oil and gas fields throughout the Middle East – again spanning infrastructure, pipelines, security and cross border disputes.

In the late 2000s, Sean was the leading Junior Counsel in the largest energy related and environmental class action ever seen in the courts of England and Wales at that time – Trafigura v Motto. Sean acted for one of the world's biggest oil traders dealing with multi-jurisdictional litigation involving 9 countries arising from the treatment and disposal of oil cargoes afloat.

Since taking silk, Sean has been involved in multiple disputes relating the developing and financing of major deep water fields (block allocation, block shares, oil take, JOA and FIA/FOA disputes) as well as border and force majeure disputes (eg Seadrill v Tullow). Recently Sean has been involved in disputes over the financing and development of renewables projects worldwide as well as N Sea decommissioning and charterparty disputes.

Throughout Sean has dealt with hull, rig, plant, refinery and specialist oil and gas construction and financing. He also has expertise in public international law; UNCLOS; sanctions; nuclear and associated issues. He has acted for governments, majors, minors and contractors. His experience spans: Australasia; SE Asia; central Asia; India; Africa; Russia; the N Sea; N and S America and the Arctic.

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THANK YOU FOR LISTENING

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