



ASSOCIATION DES CONSULTANTS PETROLIERS



**Association of Petroleum Industry
Engineering & Construction Companies**

Cooperation Agreement

Between

**ASSOCIATION OF PETROLEUM INDUSTRY
ENGINEERING AND CONSTRUCTION COMPANIES
(APEC)**

And

**ASSOCIATION DES CONSULTANTS PETROLIERS
(ACP)**

In the name of god

This cooperation Agreement (hereinafter the “MOU”) dated as 1 of February 2017 is executed by and between the Parties herein:

Association of petroleum industry engineering and construction Companies a company organized and existing under the Laws of the Islamic Republic of Iran, having its representing office at No.13, eighteenth alley, north kheradmand, Tehran, Iran , and represented by Mr. Behzad Hazrati , (hereinafter referred to as “**APEC**”), as first party, and

Association des consultants Petroliers (ACP), a company association organized and existing under the laws of the France , having its representing office at 9 rue du gue 92500 rueil malmaison , and represented by Mr. Jean Louis GAILLARD , (President as "**ACP**") as second party

APEC and APC shall be jointly referred to as “the Parties” and individually as “Party”.

WHEREAS

- A.** APEC intends to develop a better understanding of and deeper relationships with ACP companies active in the oil & gas industrial upstream and downstream, for the benefit of its Associates;
- B.** ACP to develop a better understanding of the Iranian market opportunities and deeper relationships with Iranian companies, active in the oil & gas equipment sector, for the benefit of its Associates.
- C.** “ The parties” intends to develop and promote joint cooperation among their associate members to take part in projects in Iran and neighboring countries

NOW THEREFORE, the Parties hereby decide to enter into this MOU pursuant to the terms and conditions set forth below:

1. Scope of the Agreement

1.1 The scope of the Agreement is to promote, assist and develop the cooperation between the members of the Parties for the training, research, promotion, investment, finance, technology transfer, Joint Ventures, engineering, design, supply and execution of new projects in oil & gas industry both upstream ,midstream and downstream sector.

1.2 Furthermore, the parties engage themselves to create joint working teams, to evaluate , develop and carry out specific initiatives.

1,3 The parties engage themselves to promote the technology transfer and the know –how exchange among the enterprises of the two Associations . in addition, the Parties engage themselves , in order to pursue the above objectives . to cooperate with R& D institutes of both Iran and France

1,4 The parties engage themselves to promote the possibility of organizing training programs , training schools and courses for the upstream and downstream oil & gas industry in order to transfer the know –how to the associate members in the oil & gas sector

1,5 the parties agree that the implementation of the present agreements will be materialize through:

- a) An initial definition of top priority sectors and institutions to be involved. This list initially defined (as per attachment) could be subsequently modified.
- b) The development of exchanges of information, data, scientific and technical knowledge relevant to the scope of the present agreement.
- c) The promotion, from the France side and Iranian side, of ACP and APEC companies interested in contributing to the development of the supply chain through partnerships and JVs.

1,6 For the implementation of this Agreement , the parties agree to create a dedicated working group, which will organize meeting in Iran and the France with the purpose of monitoring initiatives and of launching new ones.

1,7 subject to the provisions of Article 5 here below , the parties will jointly publicize , according to term and modalities to be agreed from time to time , the present agreement and the result of specific initiatives

2. Costs and expenses

All costs associated with this Agreement and with the attendance by each of the parties representatives, alternates and other personnel, to the meetings of the working group , unless otherwise specifically agreed between the parties , shall be for the account of such party incurring the relevant costs.

3. Act in good faith

Each Party agrees to act in good faith and to actively explore and identify opportunities on which the parties could work together to their mutual benefit under the terms of this agreement

4. Effective date and duration

4,1 This agreement shall be effective from the date of signing (“Effective Date”) and shall be in force for a period of 3 (three) years from the date of signature by the parties .

4,2 Either party shall have the right to terminate this Agreement , without any liability whatsoever to the other party , by giving the other party 90 (ninety) days prior written notice , specifying the reason of such decision

4,3 This agreement is not intended to be and does not constitute a definitive binding agreement to enter into a business relationship , partnership or joint venture between the parties .

5. Secrecy

The parties agree that developments further to this agreement, data and information exchanged between the parties shall be considered as confidential and shall not be disclosed or publicized , unless otherwise agreed between the parties .

6. Notices

All notices , requests or other formal communications required or permitted by this agreement shall be in writing and shall be demand to have been duly received

- (i) If given by facsimile , when transmitted and the appropriate telephonic confirmation is received if transmitted on a business day at the jurisdiction of the receiving party and during normal business hours of the recipient , and otherwise on the next business day following transmission, or
- (ii) If given by certified or registered mail (return receipt requested), postage prepaid , by courier other means , when received , and , in any such case , addressed as follows (or as otherwise provided by prior notice to each other party)
- (iii) If given by e-mail via e-mail addresses here below :

If to APEC , to :

No15,18 TH STREET
N. kheradmand AVENUE,
Postal code: 15858-96571
Tehran-Iran
T: +98(21)88318701-2
FAX :+98 2188824669
Att. Mr . Mohammad Taheri
Secretary General
Email. hazrati@irapec.com
www.irapec.com

If to **ACP**, to:
rue du gue
92500 rueil malmaison
T +31 610844668
Att. Mr. Jean Louis **GAILLARD**
President
E-mail: Jean- Louis. GAILLARD @acp-france.org

7. This agreement is signed between the parties here below with 7 articles in two originals having equal value

In witness whereof , the parties execute this agreement on 1 of February 2017

APEC

ACP

By: Mr.Behzad Hazrati
Title: Chairman of the board
Date: 1 February
Tehran

By: Jean Louis **GAILLARD**
Title: President
Date: 1 February
Tehran

Appendix : Initial definition of the 5 top priority sectors

ASPIRE (Assistance of Specialist in Petroleum industry who have been Impacted by the Reduction of Employment) to overcome the effects of the current petroleum crisis :

Securing the petroleum service companies expertise, offering the redundant specialist, temporary highly qualified abroad missions.

Tehran (IRIB International Hall) – 30 Jan, 1 Feb 2017

ACP Project : gas flaring

The new ranking – top 30 flaring countries (2013-15)

Adhesion World bank projects
 Global Gas Flaring Reduction
 Zero Routine Flaring 2030

Feasibility study
 Owner assistance on
 Gas conversion and
 exportation

Tehran (IRIB International Hall) – 30 Jan, 1 Feb 2017

ACP Project : gas pipeline leak

GEC
 management

technipipe
 pipeline technologies

ARCLES
 Control & Protection



Tacis inspection for Central asia pipeline :
 On 700 kms sample : 33 leaking points ie 9.400 Km³, at 150\$/Km³
 extrapolation in Iran 30.000 km 60 M\$/year
 Clean Development Mechanism equival CO₂ =21x9 Kt, at 10\$/t 210 M\$/year
 Extrapolation in Iran 85M\$/year

Risk Based Inspection, maintenance, cathodic protection, coating

Tehran (IRIB International Hall) – 30 Jan, 1 Feb 2017

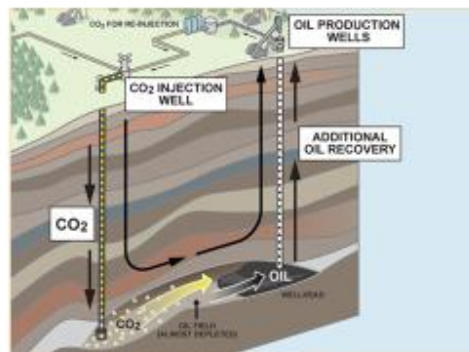
ACP Project : CO₂ injection

GEC
 management

ARCLES
 Control & Protection

RIALIS Engineers
 CONSULTING & ASSISTANCE TECHNOLOGIES

EOSYS



Evolving regulations for emission of greenhouse gases
 new opportunities and challenges to oil and gas companies.

which assets could offer greenhouse gas storage opportunities
 and which assets have a risk of becoming obsolete

When CO₂ is injected for pressure maintenance purposes
 in order to boost oil production, the carbon balance
 of the exploitation is improved.

Analysis of the geologic and reservoir conditions of all the oil and gas assets of an oil company

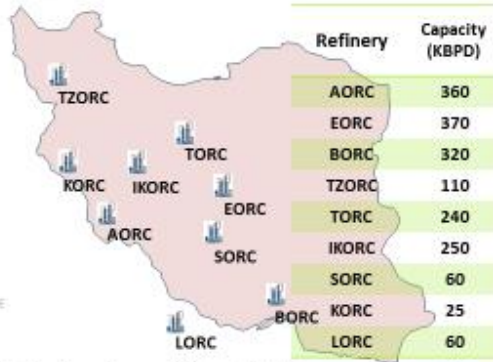
Tehran (IRIB International Hall) – 30 Jan, 1 Feb 2017

ACP Project : refinery optimisation

GEC
management



ORIALIS Engineers
CONSEIL & ASSISTANCE TECHNIQUE



upgrade infrastructure after years of sanctions that limited access to parts and new technology leaving refineries ageing and in disrepair

Abadan oil refinery project aims at stabilising refining capacity of the 100-year-old refinery, reducing environmental pollutants, increasing diesel and gasoline production by improving production technology (Sinopec 3 b\$)

Owner representative, Implementation of Maintenance Inspection and Process Safety survey (Risk Based Maintenance, Risk Based Inspection and Reliability Centered Maintenance)

Tehran (IRIB International Hall) – 30 Jan, 1 Feb 2017