



Commitment to Disclose?

A Commitment to Disclose?

Mozambique EITI Commitment v Draft Law Provisions on Disclosure

Contract Disclosure	Publishing "Main Terms"
<p>Source</p> <p>Option 2 (supported by Mozambique) in process to define new EITI standard.</p>	<p>Source</p> <p>Unofficial translation of confidentiality provisions in the draft mining and petroleum laws currently awaiting parliamentary approval in Mozambique.</p>
<p>Technical Description</p> <p>"Require all EITI implementing countries to publicly disclose, on a single government website, any contracts that establish the terms attached to the grant and operation of an exploration or exploitation license, with some exceptions. Such exceptions may include limiting disclosure to future contracts, and/or to contracts which give rise to material oil, gas and mining payments by companies to governments, and/or allowing for redaction of commercially sensitive information."</p>	<p>Technical Description</p> <p>Article 7 (Mining Law)</p> <p>(3) Both the mining titles and the mining contract are published in National Gazette (<i>Boletim da República</i>), prejudice to the safeguarding of confidentiality on commercially and competitive strategic information relating to the competitiveness of mining activity, enclosed in the mining contract.</p> <p>(4) By commercially and competitive strategic information relating to the competitiveness of mining activity it is meant all information of a commercial nature that once made public, may bring negative consequences to the finance and assets for the investment.</p> <p>Article 12 (2) Petroleum Law</p> <p>Without prejudice to the safeguarding of confidentiality on commercially and competitive strategic information of petroleum operations, the main contract, is subject to the issuance of previous oversight provided by the competent authority for that effect, as well as the publication of the main terms of the concession contract.</p>
	<p>Mining Law Questions:</p> <p>No mention of annexes and related documents that "establish the terms" as in EITI proposal</p> <p>No limits on definition of commercially sensitive information</p> <p>Petroleum Law Questions:</p> <p>Providing "main terms" is not "contract disclosure"</p>

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