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Successfully Negotiating & Renegotiating

# LONG TERM GAS SUPPLY CONTRACTS

2 & 3 July 2013 | NH Berlin Friedrichstrasse, Germany

The ONLY long term gas supply contracts event in Europe: Attended by over 250 industry leaders

## Industry Leading Insight from Our Expert Faculty:

**Brian Oh**  
General Counsel, KoGas

**Barbara Benzoni**  
General Counsel European  
Business, LNG/Gas Supply  
and Midstream Gas Senior  
Vice President, Eni

**Tomáš Valach**  
Long-Term Origination, CEZ

**Dr. Philipp Jäger**  
Legal Advisor, GasTerra

**Anja Lenze**  
Head of Gas Purchase  
Western Europe,  
VNG Verbundnetz Gas

**Jasmin Kaboni-Voit**  
Senior Legal Counsel,  
RWE Supply & Trading

**Carlos Lapuerta**  
Principal, The Brattle Group

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**Ulf Hårdeman**  
Partner, Delphi

**Marco Loreface**  
Senior Lawyer Gas Supply  
& Logistics Contracts,  
Edison S.P.A.

**Sergei Komlev**  
Head of Directorate for  
Contract Structuring &  
Price Formation,  
Gazprom Export LLC\*

**Marnix Leijten**  
Partner,  
De Brauw Blackstone  
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**Anthony Melling**  
Principal,  
Berkeley Research Group

**Nils von Hinten Reed**  
Partner, CEG Europe

**Niall Trimble**  
Managing Director,  
The Energy Contract Company

**Patrick Heather**  
Senior Research Fellow,  
Oxford Institute for  
Energy Studies

**Dan Harris**  
Principal, The Brattle Group

**Dr. Johannes P. Willheim,**  
Partner,  
Willheim Muller Rechtsanwälte

**Brian Little**  
Principal, Global Gas,  
Nexant

**Veijo Heiskanen**  
Partner, LALIVE

C5's industry-leading event provides your essential annual update on long term gas supply contracts, allowing you to benchmark against the best practice strategies employed by the market leaders.

Hear directly from arbitrators, legal counsel and expert witnesses involved in recent industry critical arbitrations, as they provide comprehensive and practical advice on:

- Proven strategies for successfully renegotiating contracts in a price review arbitrations, a step-by-step guide
- Common legal issues encountered in gas arbitrations and how to get them right
- Drafting robust long term supply contracts that are reflective of current contract trends, arbitration awards, and the shifting market sentiment from oil to spot indexed pricing
- The impact of new supply sources, such as LNG and shale gas on pricing and contract negotiations going forward
- The future of long term gas supply contracts in Europe

Enhance your conference experience by attending our expert-led and interactive pre-congress workshop on July 2:

**Proven Strategies for Negotiating & Structuring Price Review Clauses in Light of Successful Recent Arbitration**

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“Particularly interesting to discover how other market participants are dealing with the current gas market environment”

ENERGY PLANNING, EVN AG

“Good level of debating and qualified speakers. I would recommend it”

GAS LEGAL COUNSEL, ENEL TRADE SPA



The last 12 months have delivered a number of landmark arbitration decisions on long-term gas supply contracts, with significant awards adjusting price structures away from oil indexation and striking down take-or-pay provisions. These arbitrations have raised a number of critical issues and provided a new level of clarity for long-term contracts currently in dispute.

With the increasing flexibility that LNG, spot markets and shale gas offer, the European gas industry in 2013 is witnessing a significant shift. Both sides of the market are looking for concrete answers to the myriad of challenges they face in both re-negotiating their existing contracts and drafting future long term gas supply contracts. What has the industry learned from these crucial developments and how can you apply the lessons learned to your contract negotiation and arbitration strategies right now?

Your guide to successfully negotiating and renegotiating long term gas supply contracts: written in consultation with the legal counsel, expert witnesses and arbitrators involved in the key pricing reviews of the last 12 months.

C5's third annual Congress on Long Term Gas Supply Contracts is the only event focused exclusively on this industry critical issue. Now firmly established as a leading event in the gas industry calendar, this congress attracts all key players from both the supplier and purchaser sides, with over 250 industry leaders benefitting from attendance previously. It is an event that no-one involved in the negotiation or renegotiation of long term gas supply contracts can afford to miss.

Reserve your place at this invaluable congress today! Register now by calling +44 (0) 20 7878 6888, by faxing your registration form to +44 (0) 20 7878 6885 or by registering online at [www.C5-Online.com/GasContracts](http://www.C5-Online.com/GasContracts).

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- Heads of supply and portfolio development
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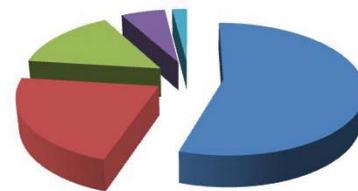
Advisors and consultants in the oil and gas sector

Arbitrators and representatives from arbitration centres

From banks:

- Commodities traders and analysts

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- 22% Law Firms
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Within the energy field, Delphi has a profound experience from dealing with European long term gas sales contracts. Over the years, the firm has been assisting clients in a number of gas pricing arbitrations. [www.delphi.se](http://www.delphi.se)

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## PRE-CONGRESS WORKSHOP

2 JULY, 2013

8.00 am – 10.00 am

### Proven Strategies for Negotiating and Structuring Price Review Clauses in Light of Successful Recent Arbitrations

Georgios Petrochilos, Partner, Freshfields Bruckhaus Deringer

Ulrich Scholz, Partner, Freshfields Bruckhaus Deringer

Courtney Lotfi, Principal Associate,  
Freshfields Bruckhaus Deringer

*The European gas supply market is undergoing a major upheaval. During this period of uncertainty and transition, it is critical to ensure that your future long-term gas supply contracts are negotiated and drafted in thorough detail to reflect recent arbitration awards and the shifting market sentiment from oil to spot indexed pricing. In this practical and in-depth workshop, learn how effective and robust price review clauses are drafted in 2013.*

- The methodology to be followed in negotiating and drafting robust and practical price review clauses
- To what extent does industry consider there to be a 'Typical Price Review Clause'?
- Critical components of a price review clause & how they have evolved in the last 12 months:
  - Time frame for requesting a price review
  - Trigger events
  - Guidance on adjusting the pricing formula
  - Process of seeking a price revision through negotiation and arbitration
  - The scope of the price review
- Examples of variations seen in major contracts and reasons for these variations
- What guidance is being given to arbitrators to move away from oil indexation when re-writing pricing formulas?
- Distinguishing between hardship and price review clauses
- Assessing the problems you are trying to address in order to determine the specific price reopener clauses to utilise

## MAIN CONGRESS DAY ONE: TUESDAY, 2 JULY 2013

9.45 **Registration and Coffee**

10.15 **Opening Remarks from the Chair**

Dan Harris, Principal, The Brattle Group

10.30 **How is the Relationship Between Buyers and Suppliers Evolving & What Does this Mean for the Future of Long Term Gas Supply Contracts in Europe?**

Anja Lenze, Head of Gas Purchase Western Europe,  
VNG Verbundnetz Gas

Brian Little, Principal, Global Gas, Nexant

Anthony Melling, Principal, Berkeley Research Group

Florian Encke, Senior Expert, Energy Charter Secretariat

Dr. Wolfgang Peters, Head of Supply & Capacity Caspian,  
Central Asia & Russia, RWE Supply & Trading GmbH

- What role does the industry see long term gas supply contracts playing in the future of the European market?
- Does the recent slate of successful buyer-driven reviews spell the end for long-term contracts?
- If the industry moved towards hub-priced structures, are buyers confident with a liquid market, or do they still see a benefit in having long-term supply agreements?

- What is important for buyers in terms of the functionality and features of future gas supply contracts?
  - How and why is this different from their traditional needs?
- What contractual clauses do suppliers believe represent value for buyers? Does this value warrant a premium for the supplier?
- If the industry moved towards hub-priced structures, to what extent would suppliers still need wholesale gas companies to reach the end user?

11.30 **From the Far East to the Middle East: The Impact of New Projects, Suppliers, Gas Sources and Opportunities on the Global Gas Market**

Brian Oh, General Counsel, KoGas

Patrick Heather, Senior Research Fellow,  
Oxford Institute for Energy Studies

Tomáš Valach, Long-Term Origination, CEZ

*Against a backdrop of on-going negotiations between Gazprom and CNPC on the supply of Russian gas into China, the buying power of the major Japanese and Korean players is building pressure on gas prices around the world.*

*On top of this, the landmark shale gas deal between the Ukraine and Shell has shown everyone in the gas industry that the market has the potential to suddenly open up and shift away from traditional European gas supply power structures. Between new suppliers looking into potential reserves in the Caspian, the US shale gas revolution, expansion in Qatar and Iraq exploring the sale of gas into Europe, what impact will these and other developments have on contract negotiations going forward?*

- What are the likely effects of new explorations and expansions to the supply and demand dynamics for the short and long term in Europe?
- Do new developments in the Middle East have the potential to impact the strategies of the traditional European supply powerhouses?
- What impact will developments in shale gas exploration and production in Europe have on the market?
  - How did the shale gas revolution affect the US market and to what extent will it be followed in Europe?
  - What is the global impact of the US now exporting shale gas?
- How does the growing LNG import market affect the dynamic of long term gas supply contracts?
- What do buyers in Japan, Korea and China want and how are they dealing with the suppliers in Europe who take a different approach to structuring contracts?
- What are some of the typical contract structures being seen in Asia?
- What elements of these contracts might make an arbitration or negotiation different and potentially difficult from a European contract perspective?

12.30 **Networking Lunch**

1.45 **Revising Key Contractual Clauses to Reflect Current Contract Trends & Arbitration Outcomes**

Niall Trimble, Managing Director,  
The Energy Contract Company

*In light of a number of key arbitration awards made in relation to long term gas supply contracts, the contracting landscape has shifted significantly in the last year. With a trend from oil to gas indexation, what impact does this have on the rest of the contract? Focusing on key contractual considerations and how they have evolved in the last 12 months, ensure that your contracts remain current and up-to-speed with the latest market developments, including:*

- Choosing indices that are liquid and acceptable

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- Quantity: depletion and supply contracts, daily and annual uptakes, make-up, minimums and maximums, carry forward
- Built-in Flexibility
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- Termination clauses

## 2.45 **Review of the Contracting Practices of Key Gas Industry Players**

Anthony Melling, Principal, Berkeley Research Group

*This session will examine in detail the contracting practices of the key players in the European gas market. After providing the background for how these players have operated in the recent past, it will provide insight on their reactions to the developments in this gas market in the past two years, and how this is reflected in their current long term gas supply contracts.*

## 3.45 **Afternoon Refreshments**

## 4.15 **The Relevance of EU Competition Law in Price Review Negotiations and Arbitrations**

Carlos Lapuerta, Principal, The Brattle Group

Dr. Johannes P. Willheim, Partner,  
Willheim Muller Rechtsanwälte

- Overview of how EU competition law may impact long-term gas supply contracts
- EU competition law as a basis for amendments of long-term gas supply contracts
- Dealing with EU competition law issues in arbitration
  - Presenting and defending competition law claims in arbitration
  - Relevance of EU competition law in document production
  - Impact of EU competition law on the validity and enforceability of arbitral awards
- What are the practical distinctions between destination clauses and other profit sharing mechanisms, and how does your contract need to reflect this?
- Assessing profit sharing mechanisms in light of anti-competition measures: under what circumstances will a profit sharing mechanism be considered anti-competitive?

## 5.15 **Chairs' Closing Remarks**

## 5.30 **Networking Drinks Reception**

# DAY TWO: WEDNESDAY, 3 JULY 2013

## 8.30 **Registration and Coffee**

## 8.45 **Opening Remarks from the Chair**

Anthony Way, Executive Director,  
The Energy Contract Company

### Critical Step-By-Step Guide to Successfully Renegotiating Contracts in Price Review Arbitrations

*As the European gas market comes to terms with the impact of a number of landmark arbitration decisions on long-term supply contracts, both sides of the market are establishing new arbitration strategies in light of what has been learned from these decisions. With various awards altering pricing structures away from oil indexation and striking down take-or-pay provisions, these arbitrations have raised a number of crucial issues and provided a new level of clarity for long-term contracts currently in dispute.*

*Through open and interactive discussions, leading arbitration professionals, legal counsel and expert witnesses will give you a step-by-step guide on what you need to know to successfully*

*navigate the potential roulette of gas price arbitrations. Covering the common legal issues that arise in pricing disputes, you will take away practical and implementable insights to ensure that you are positioned to receive the best possible award as an outcome.*

## 9.00 **STEP 1: Establishing a Trigger Event in a Price Revision Dispute**

Ulf Hårdeman, Partner, Delphi

Barbara Benzeni, General Counsel European Business,  
LNG/Gas Supply and Midstream Gas  
Senior Vice President, Eni

Nils von Hinten Reed, Partner, CEG Europe

- What disputes can arise as to whether a trigger event has in fact occurred?
- Establishing that a trigger event requiring a change of circumstances has taken place
  - What constitutes a "significant" change in circumstances which was not foreseeable
  - Determining whether the change affected the value of the product in a manner that is not reflected in the contract
  - What is the relevant market and what is meant by "market value"?
- Distinguishing between short-term fluctuations and lasting events
- Factors relevant to establishing a trigger event: growing liberalisation, liquidity and transparency in Europe, over-committed supply, uncertainty about demand

## 10.00 **STEP 2: Critical Procedural Issues Encountered in Price Reviews & What You can do to Get Them Right**

Moderator

Philip Clifford, Partner, Latham & Watkins

Jasmin Kaboni-Voit, Senior Legal Counsel,  
RWE Supply & Trading

Mark Levy, Partner, Allen & Overy

Dr. Philipp Jäger, Legal Advisor, GasTerra

- Why is the choice of arbitrator and arbitration rules so crucial and what are the pitfalls to avoid?
- Essential considerations in selecting a tribunal with the right technical and commercial outlook
- To what extent does the choice of seat matter?
- Establishing an arbitration agreement
  - Mechanisms to ensure efficiency and predictability of the process
  - Restricting the parameters of a price review arbitration
  - Submission of written statements and documents
  - To what extent can the arbitration agreement exclude court jurisdiction
  - Having a say on procedural rules including discovery, burden of proof and cost allocation
- How much autonomy and discretion do the parties have in choosing the arbitral procedure?
- Law governing the construction and interpretation of the contract
- Enforceability of the award, including cross-border enforcement

## 11.00 **Morning Refreshments**

## 11.20 **STEP 3: Overcoming the Challenges of Confidentiality & Disclosure in Price Review Disputes**

Veijo Heiskanen, Partner, LALIVE

**Marnix Leijten, Partner,  
De Brauw Blackstone Westbroek**

- Incorporating outcome-critical confidential evidence in price review disputes
  - How to deal with confidential gas pricing information
  - How do buyers establish what they can obtain from the market without disclosing sensitive pricing information that they are not allowed to share with the supplier?
  - Potential breaches of competition law
- How to protect confidential and sensitive business information during proceedings
- Incorporating confidentiality provisions in your arbitration agreement
  - Agreements excusing parties from supplying confidential information

12.00 **STEP 4: Insider Insight: What is the Arbitrator Looking for from Counsel to Achieve a Successful Arbitration?**

Peter Leaver QC, Barrister, One Essex Court

George von Mehren, Partner, Squire Sanders

Laurent Lévy, Partner, Lévy Kaufmann-Kohler

*In high value and highly technical pricing disputes, arbitrators face the unenviable task of construing price review provisions and re-writing pricing formulas with little guidance from the original contract, legal precedent or extrinsic evidence. What challenges do arbitrators have to overcome in sorting through volumes of contrasting submissions to establish a new pricing formula, and what in their eyes can counsel do to improve their chances of success?*

- Determining the scope of the tribunal's mandate to revise under the contract's price review provision:
  - Construing the words of the price review provision
  - Governing law of the interpretation of contract
  - The relationship between the price review and arbitration provisions, the price formula and the other terms of the contract
- How do arbitrators handle the practicalities of re-writing pricing formulas?
  - Re-writing algebra-heavy formulas: is too much expected of non-economist arbitrators?
  - Setting up a mechanism for releasing a draft award in confidence to the parties
- How comfortable are arbitrators setting a new price formula on the back of minimal guidance in the original price review clause?

1.00 **Networking Lunch**

2.15 **STEP 5: Practical Guidance on Effectively Assembling & Utilising Evidence to Support Your Arguments**

David Mildon QC, Barrister, Essex Court

Boaz Moselle, Senior Managing Director,  
FTI Consulting

- What types of evidence are needed to support your position?: independent research, expert witnesses, analytical support
- Assessing the strength of your position and likelihood of success to establish your strategy prior to arbitration
- Utilising economic evidence in arbitrations
  - Giving economic context to contracts: the interface between economics and the law
  - Defining market value in the context of the dispute
  - Statistical analyses and market data

- Overcoming the challenges of assembling data applicable to the price review clause in the contract
- Analysing successful arguments made by buyers seeking a price reduction:
  - Increasing supplier competition and new gas resources in Europe
  - The effect of LNG and shale gas on global spot prices
  - Inability of end-consumers to maintain historical volume uptakes
- Analysing successful arguments made by suppliers seeking a price increase:
  - Decreased transportation and storage margins due to increased competition
  - Declining market share of low sulphur fuel oils
  - the increasing share of gas use in high-value markets
- How to effectively handle evidential issues such as burden of proof and the use of legal "precedents"
- How to set your information out explicitly and clearly in a way in which it can't be challenged

3.15 **Afternoon Refreshments**

3.30 **STEP 6: The Difference Between Winning & Losing: Engaging the Vital Role of Expert Witnesses in Arbitration**

Dan Harris, Principal, The Brattle Group

Anthony Way, Executive Director,  
The Energy Contract Company

- How does the role of the expert differ between commercial negotiations and arbitrations?
- What is the best way to involve experts in arbitration?
- Evaluating experts to pick the right witness for your dispute
- What has been the success rate of tribunals listening to experts?
  - How persuasive is expert determination?
  - What gravitas does expert evidence have in the arbitration process?
- Can "witness conferencing" be a practical solution?
- Different types of witnesses to utilise: economists, surveyors, intermediaries, market analysts
- Presentation of witness evidence
- Examination and cross-examination of witnesses
- Issues of legal privilege
- How to get your expert to write relevant testimony and get the best out of them

4.30 **STEP 7: Fixing the New Price**

Marco Loreface, Senior Lawyer Gas Supply & Logistics Contracts, Edison S.P.A.

- What are the crucial considerations when determining whether to look forwards or backwards at prices, and how far can you go?
- What pricing sources should arbitrators consider?
- Which methodology should be followed?
- How to set the new price under the terms of the price review clause

5.15 **Chairs' Closing Remarks and End of Congress**

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2 & 3 July 2013 | NH Berlin Friedrichstrasse Berlin, Germany



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Date: 2 – 3 July 2013

Time: 8.00 – 6.00

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