



KACHIKWU & NAMA
LAW FIRM

— KNLF INSIGHT · OCTOBER 2026

Who Carries the Risk *When Host Governments Change Laws and Regulations Mid-Project?*

*The dilemma facing oil and gas explorers and producers
in Africa, and the KNLF Stability Compact to solve it*

Why I wrote this

This piece began as a comment thread. After African Energy Week 2026 in Cape Town, I wrote that Africa–U.S. energy deals rarely fail because the opportunity was weak; they fail on the fine print. A reader replied that deals often collapse because of “changing local regulations.” That started a question my profession has argued about for half a century and never fully settled: when a government changes its laws in the middle of a project, who should carry that risk — the investor or the host country?

I have spent more than 25 years advising on oil, gas and mining matters, beginning in Gabon, where I started my career advising on mineral and petroleum transactions. Much has been written on this subject, and I draw on it. But this piece is not a survey. Using the public record (real projects, real arbitrations, and the words of the ministers and executives who live with the consequences), I set out to propose something new: a set of concrete tools that governments, regulators, CEOs and investors can put into their next contract.

Executive summary

For fifty years the debate has been framed as a tug-of-war: freeze the law to protect the investor, or keep the law free to protect the State. The record shows that neither side wins that war. Laws change anyway, clauses become bargaining chips, and disputes end in settlements reached under pressure.^{6 8 10} I propose to change the question. Instead of stabilizing the law, stabilize the outcome: the share of value each side receives. My proposal, the **KNLF Stability Compact**, rests on eight practical tools:

- 1 A Government Take Corridor.** The State may change any law; the contract adjusts automatically so the State’s share of project value stays within a band agreed at signing, rising in windfalls and protected against squeezes.
- 2 A self-funding Change-in-Law Reserve.** A small stability fee paid by the investor into a neutral escrow pays compensation quickly when a change exceeds the corridor, instead of a seven-year arbitration.
- 3 Payback-linked stability.** Protection is strongest while capital is sunk and unrecovered, then tapers automatically as the project pays back.
- 4 Renegotiation by appointment, not by ambush.** A scheduled mid-life review with a fixed agenda gives every new government a legitimate channel, and protects everything outside it.
- 5 A Standing Stability Board,** earned stability linked to domestic gas and local value, a citizen legitimacy package, and a regional African stability standard complete the Compact.

The dilemma, in their own words

— The investor's case: certainty is the product

Oil and gas projects put billions of dollars into the ground years before the first barrel is sold. Once that capital is sunk, the investor cannot leave, and the bargaining power shifts to the State. Stability clauses exist to protect against exactly that moment. NJ Ayuk, Executive Chairman of the African Energy Chamber, put it bluntly about Namibia: “For international oil companies (IOCs), investing in a country without a fiscal stability clause is quite a gamble in an already risky industry.”¹ When Senegal announced contract reviews, Woodside’s spokesperson said: “Our experience has shown that the most successful jurisdictions have been those that work in partnership with industry, respect contract sanctity, and create investment certainty.”²

Prof. Emmanuel Ibe Kachikwu (co-founder of this firm), Nigeria’s former Minister of State for Petroleum Resources and former President of the OPEC Conference, has made the same point from the government side of the table. Speaking in 2025 about Nigeria’s long road to the Petroleum Industry Act, he observed: “Investors became reluctant to commit long-term capital in the absence of a clear legal and fiscal framework,” and his first recommendation was simple: “Avoid frequent fiscal policy changes.”³

— The government's case: sovereignty does not expire at signature

Governments change, prices change, discoveries turn out bigger than anyone expected, and citizens ask whether the country received a fair share. On taking office in April 2024, Senegal’s President Bassirou Diomaye Faye announced an audit of the mining, oil and gas sector, while promising: “Investor rights will always be protected, as well as the interests of the state and the people.”³ In March 2026, Prime Minister Ousmane Sonko went further on the BP-operated GTA gas project: “The contracts that have been signed are unfair contracts, which we intend to discuss in detail.”⁵ In Namibia, then Minister of Mines and Energy Tom Alweendo told lawmakers: “We are making a case that local ownership must start with the state, which holds ownership of our natural resources.”⁴

Some governments feel the pull of both sides at once. In Gabon, where a senior adviser at the petroleum ministry acknowledged that “our fiscal regime wasn’t attractive enough for companies to drill,” the same official added: “Knowing that this industry represents 50% of our GDP, we don’t play with it,” and “We need to find a way to have some flexibility to attract investors.”³⁵

Even within one country, the debate divides leaders. Senegal’s former President Macky Sall warned in a Bloomberg interview that trying to change contracts already signed “is not possible,” adding: “That would be a disastrous turn for Senegal.”²

WHY BOTH SIDES ARE RIGHT

A contract that can be rewritten at will is not a contract, and capital will price that risk or leave. But a contract that freezes a country’s laws for 30 years asks a government to give up powers its citizens never agreed to surrender. The question is not whether risk is shared, but how, and whether that is decided before signing or fought over after.

What the record shows

The table below summarizes publicly documented cases in which a host State changed its laws, the tax regime or the terms of an existing project. Mining cases are included because the same contract tools are used across extractives, and the same governments regulate both.

COUNTRY · YEAR	WHAT CHANGED	OUTCOME
Algeria · 2006–2012	A 2006 law imposed an exceptional-profits levy on foreign producers, including Anadarko under its production sharing agreements with Sonatrach.	Settled in 2012: crude worth about \$1.8bn and a renegotiated agreement for the El Merk project. ⁷
Zambia · 2008–2009	Development agreements signed in 2006, with fiscal stability clauses, were abolished by Acts of Parliament in early 2008; a windfall tax and a royalty rise from 0.6% to 3% followed.	Windfall tax abolished in 2009; the liabilities were largely settled by negotiation. ⁶
Tanzania · 2017–2020	July 2017 laws allowed renegotiation of “unconscionable” terms, barred foreign arbitration of resource disputes, required a free-carried State interest of at least 16% and raised royalties. Acacia Mining was handed a reported \$190bn tax bill.	Barrick settled in 2019: a \$300m payment, a 16% State stake in a new company (Twiga) and a 50-50 sharing of economic benefits. ⁸
DRC · 2018	The new Mining Code cut the ten-year stability period to five years, introduced a 50% tax on windfall profits and a 10% royalty on “strategic” minerals.	Miners’ objections were largely rejected; the code was applied to existing projects. ⁹
Chad · 2023	After ExxonMobil sold its Doba interests to Savannah Energy, the State, contesting the sale, moved to nationalize the assets by decree (March 2023).	Arbitration proceedings followed; no final outcome on the nationalization confirmed. ¹⁴
Mali · 2023–2025	The 2023 Mining Code raised State participation and taxes and was applied to existing conventions. About three tonnes of gold were seized; Barrick filed at ICSID (December 2024) and the mine was placed under provisional administration (June 2025).	Settled in November 2025: Barrick withdrew its ICSID claims and accepted the 2023 Code; Bloomberg reported a payment of about \$430m. ¹⁰
Burkina Faso · 2024–2025	A new Mining Code (July 2024) raised the State’s free-carried interest to 15%, with up to 30% more on a paying basis, and strengthened local ownership.	Several gold assets passed to the new State mining company in 2025. ¹¹
Niger · 2023–2025	After the 2023 coup, Orano lost operational control of the SOMAÏR uranium mine; the State approved full nationalization in June 2025.	ICSID proceedings pending; provisional measures ordered in September 2025, according to Orano. ¹²
Senegal · 2024–2026	The new government launched a review of oil and gas contracts; Woodside contested a tax reassessment of about CFA 41bn (≈\$68m) on the Sangomar project.	Woodside filed at ICSID in May 2025; a tribunal was constituted in 2026. Review of BP’s GTA project continues. ¹³
Namibia · 2025	The government delayed signing fiscal stability agreements for new oil discoveries.	Reported as a deliberate wait until the scale of discoveries is clearer. ¹⁶

COUNTRY · YEAR	WHAT CHANGED	OUTCOME
Ghana · 2026	The government announced that mining stability agreements will be phased out as they expire, with higher royalties proposed.	Proposal stage as of January 2026. ¹⁵
Ecuador · 2006–2019	Law 42 took 50%, then 99%, of “extraordinary” oil revenues from contractors; blocks were later taken over.	Burlington (2017): about \$380m for the takeover, not the levy; Perenco (2019): about \$449m in damages for breaches of treaty and contract. ^{17 18}

Figures and outcomes are as reported in the sources cited. Where a final outcome is not public, this is noted.

3 What has been tried, and why it is not enough

The question is not new, and serious work has been done on it. The works I consulted are listed under Further reading. In short, three generations of tools exist, and each leaves the core problem unsolved:

GENERATION	HOW IT WORKS	WHY IT FALLS SHORT
1. The freeze (freezing clauses)	The law applicable to the project is frozen at signature. In a 2008 IFC/UN study, four of ten sub-Saharan African contracts reviewed had full freezing clauses; no OECD-country contract had any. ¹⁹	It cannot stop a sovereign from legislating; it mostly produces damages claims. ²⁴ And it now conflicts with international guidance on human rights, environment and tax reform. ^{20 28}
2. The rebalance (economic equilibrium clauses)	The law may change, but the investor’s economic position must be restored, by negotiation or arbitration. ^{21 22}	“Equilibrium” is rarely defined in numbers, so every change becomes a fight over models, years after the fact. And it protects one side only.
3. The narrow clause (current best practice)	Stability limited in scope and time, fiscal only, sometimes priced, often legislated. ^{26 27 40}	Better, but still reactive: it decides who pays after a change, and leaves the political causes of change, windfalls and perceived unfairness, untouched. The evidence that legislated stability attracts investment is “generally inconclusive.” ²⁵

THE DIAGNOSIS

Existing tools try to protect the rules. But neither side really cares about the rules. The investor cares about its return; the State cares about its fair share. Protect those two numbers directly, and most reasons to fight disappear.

4 The core idea: stabilize the share, not the statute

I start from a simple allocation principle, then build the tools on top of it.

TYPE OF CHANGE	WHO CARRIES IT	WHY
Targeted or discriminatory measures aimed at one project, company or nationality	The State	Sunk capital cannot defend against it, and international law already treats it as unfair.
Protective regulation of general application: health, safety, environment, labor, human rights, anti-corruption	The investor	No contract should buy an exemption from the rules that protect people and land. ²⁰
General fiscal changes and windfalls: taxes, royalties, currency rules, price spikes, bigger-than-expected discoveries	Shared, inside the Corridor	Handled automatically by the Government Take Corridor and the tools below.

Five lessons from the record shape the tools:

- 1 The trigger is political, not legal: a new government, a coup, an expiring license or a price spike.
- 2 Windfalls start most fights. Zambia's 2008 windfall tax came at the height of the copper boom; Ecuador's Law 42 targeted "extraordinary" oil revenue.^{6 17}
- 3 Physical leverage moves faster than arbitration: export bans, seized gold and administrators changed outcomes in months.^{8 10 12}
- 4 Arbitration is mostly a bargaining chip. In Mali, the ICSID claim was withdrawn as part of the settlement.¹⁰
- 5 Settlements end up sharing the gain anyway, in Barrick CEO Mark Bristow's words, "something where we win together or lose together."³⁴ The question is why parties wait for a crisis to agree to share.

The third row is where almost every African dispute in Section 2 began, and where I propose a different approach. Instead of promising that the law will not change, the parties promise that the division of value will stay within an agreed range, whatever the law becomes.

The principle has respectable roots. Economic-equilibrium clauses already aim to restore the parties' economic balance rather than freeze the law, and newer clauses treat fiscal changes symmetrically;⁴¹ IMF economists have described good stability as "a two-way bet."²⁹ What has been missing is a way to turn that principle into numbers both sides can verify every year. That is what the Compact sets out to do.

5 The KNLF Stability Compact

Eight tools, designed to work together. None is invented from nothing, and I credit the precedent each one builds on. Before publication, I had each tool tested by independent reviewers: to the best of our knowledge, they found earlier work for many of the components, but no source combining them, or applying them in this way to African oil and gas contracts. Each tool below states the problem it solves, how it works, what each side gains, what it builds on, and what is new.

1 The Government Take Corridor

Builds on: *progressive fiscal terms such as R-factor regimes,⁴³ economic-equilibrium clauses,⁴¹ and the revenue bands used in Chile's highway concessions.⁴²* **What is new:** *one two-way band on the State's overall share that absorbs both changes in law and price swings.*

Problem it solves: windfalls make contracts look unfair to citizens; new taxes make them look unsafe to investors.

How it works: at signing, the parties agree a band for the State's share of project cash flow (the "government take") across a range of prices, for example a floor and a ceiling around a target. The State keeps full freedom to change its laws. Each year, an agreed model computes the actual government take. If a new tax pushes it above the ceiling, the contract automatically credits the excess back to the investor through cost oil, royalty or tax offsets. If a price spike or a generous regime pushes it below the floor, the State's share rises automatically through a pre-agreed profit-oil or royalty step-up.

THE STATE GAINS: a guaranteed fair share in good years, without renegotiation, and freedom to legislate.

THE INVESTOR GAINS: a ceiling on the State's take, enforced by automatic adjustment or payment, which is what its financing actually depends on.

2 The Change-in-Law Reserve

Builds on: *stability premiums charged in Peru,⁴⁴ Colombia's pre-funded contingency fund for public-private partnerships,⁴⁵ and change-of-law guarantees.* **What is new:** *an investor-paid fee, held in neutral escrow, that pre-funds compensation and returns unused funds to the treasury.*

Problem it solves: compensation today comes, if at all, years later through arbitration, and it lands on the budget of a government that did not plan for it.

How it works: the investor pays a modest stability fee, a small percentage of revenue, into an escrow held by a neutral institution such as a regional development bank. If a change of law breaches the Corridor and the automatic adjustment is not applied, compensation is paid from the Reserve within weeks. Unused funds are released to the national treasury when the stability period ends.

THE STATE GAINS: stability that pays for itself, and a known, budgeted price for changing its mind.

THE INVESTOR GAINS: fast, certain compensation instead of a seven-year claim. Charging for stability has been recommended before;⁴⁰ using the fee to pre-fund compensation is the step I add.

3 Payback-linked stability

Builds on: *IMF economists' suggestion to limit stability to the capital-recovery phase.²⁹* **What is new:** *a working trigger, full protection to payback, then a taper, measured with the R-factor metric petroleum economists already use.⁴³*

Problem it solves: fixed 10- or 20-year terms protect too little at first and too much later.

How it works: protection is tied to the project's own economics rather than the calendar: full protection until the investor has recovered its capital, then a gradual taper (for example to half protection), ending at an agreed multiple of payback.

THE STATE GAINS: it regains full fiscal freedom once the investor has been made whole.

THE INVESTOR GAINS: maximum protection exactly when its capital is most exposed.

4 Renegotiation by appointment, not by ambush

Builds on: *periodic-review clauses already found in African mining agreements, such as Liberia's 2006 agreement with Mittal Steel, which provides for a good-faith review every five years,⁴⁶ and research on review mechanisms.⁴⁷* **What is new:** *a closed agenda tied to the Corridor, with protected subjects, so a review channels change instead of reopening the whole deal.*

Problem it solves: new governments feel bound by deals they did not make, and have no legitimate channel to revisit them.

How it works: the contract schedules a mid-life review, for example at a fixed interval after production starts or after a sustained price shift, with a fixed agenda (fiscal parameters inside the Corridor, local content, domestic supply) and fixed limits (no expropriation, no retroactive taxes). Anything outside the agenda stays protected until the next window.

THE STATE GAINS: a dignified, predictable channel for a new government's priorities.

THE INVESTOR GAINS: renegotiation becomes a scheduled event it can plan and finance for, not a crisis.

5 The Standing Stability Board

Builds on: *construction dispute boards and the expert-determination clauses in production sharing contracts. In Guyana, the parties to a disputed cost audit had still not agreed on an expert nearly a year later,⁴⁸ which shows the cost of appointing only after a dispute.* **What is new:** *a standing board, appointed at signing, applied to the annual fiscal calculation.*

Problem it solves: disputes over numbers become political fights and then arbitrations.

How it works: borrowed from the dispute boards used in large construction contracts: three independent experts (a petroleum economist, a fiscal specialist and a lawyer) are appointed at signing, review the Corridor calculations each year, and issue binding interim decisions within 90 days. Arbitration remains available, but only after the Board has ruled.

THE STATE GAINS: independent, technical answers instead of foreign tribunals.

THE INVESTOR GAINS: speed, expertise and a record that tribunals respect.

6 Earned stability

Builds on: *stability scaled to the investor's initial commitment, as in Mongolia's stabilization certificates,⁴⁹ and domestic-supply obligations such as Mozambique's 25% domestic market reservation.⁵⁰* **What is new:** *stability years gained or lost each period according to verified delivery of national-value targets. Lenders will ask how a term that can shrink stays bankable; the answer is a guaranteed base period that cannot shrink.*

Problem it solves: stability is seen as a gift to foreign companies, so it is politically fragile.

How it works: beyond a base period, the investor earns additional years of stability by meeting verifiable national-value targets: gas delivered to domestic power plants at agreed prices, local workforce and supplier targets, and training. Each target met adds protection; each missed target reduces it.

THE STATE GAINS: energy for its own homes and industries, and a stability promise its citizens can see the value of.

THE INVESTOR GAINS: a path to longer stability, and a project that the public defends.

7 The citizen legitimacy package

Builds on: *EITI contract disclosure,⁵¹ plain-language contract summaries, and Ghana's citizens' reports on petroleum revenue.⁵²* **What is new:** *an annual, independently certified report measuring the State's actual take against the share agreed in the contract.*

Problem it solves: contracts torn up by the next government are usually contracts that the public never understood.

How it works: the full contract is published, as the Extractive Industries Transparency Initiative (EITI) standard requires, together with a plain-language summary; the contract is ratified where the law requires; and each year the Board publishes a short "Fair Share Report" showing the government take against the Corridor.

THE STATE GAINS: public trust and protection against accusations of a bad deal.

THE INVESTOR GAINS: the strongest stability clause of all, a deal the next government has no political reason to attack.

8 A regional African Stability Standard

Builds on: *regional harmonization efforts, from the 2009 ECOWAS mining directive⁵⁵ to APPO's 2026 call for harmonized petroleum codes.⁵³* **What is new:** *harmonizing how stability is designed, not only tax rates: one shared model Corridor clause, Reserve and Board rules, with peer review.*

Problem it solves: countries compete for investment by offering ever broader stability and tax breaks, then reverse them later.

How it works: a model Corridor clause, Reserve and Board rules, adopted voluntarily through African institutions such as the African Petroleum Producers' Organization (APPO) or the African Union, with peer review of how countries use them. APPO's Secretary-General has already called for Africa "to harmonize its petroleum codes and its regulatory frameworks,"⁵³ and a 2025 IISD and UN Economic Commission for Africa report warns that stabilization clauses "may lock in overly generous tax incentives."⁵⁴

THE STATE GAINS: collective bargaining power and an end to the race to the bottom.

THE INVESTOR GAINS: one familiar framework across many countries, lowering legal costs and risk premiums.

6 How the Corridor works: an illustration

The figures below are hypothetical, chosen only to show the mechanism. Assume the parties agree a target government take of 65%, with a floor of 60% and a ceiling of 72%.

SCENARIO	GOVT TAKE BEFORE ADJUSTMENT	AUTOMATIC ADJUSTMENT	RESULT
A. Normal year	66%	None, inside the Corridor	66%
B. New windfall tax enacted by a new government	78%	Excess above the 72% ceiling credited back to the investor (cost oil or tax offset); if not applied, paid from the Reserve	72%
C. Oil price doubles	55%	Pre-agreed profit-oil step-up lifts the State's share to the floor	60%

SCENARIO	GOVT TAKE BEFORE ADJUSTMENT	AUTOMATIC ADJUSTMENT	RESULT
D. Health and safety law raises costs	Investor's return falls	None: protective regulation is outside the Corridor	Investor carries it

In scenario B the new government keeps its new tax law on the books, and the investor keeps its economics. In scenario C, the citizens get their windfall share without anyone reopening the contract, which removes the most common political trigger for renegotiation.

ILLUSTRATIVE CLAUSE LANGUAGE

"The Parties agree that the Government Take, calculated annually in accordance with Annex [X], shall remain between [floor]% and [ceiling]%. Where any change in law or in the fiscal terms causes the Government Take to exceed the ceiling, the Contractor shall be entitled to the adjustment set out in Annex [Y]. Where the Government Take falls below the floor, the State's share of Profit Oil shall increase in accordance with Annex [Z]. Disputes on any calculation shall be referred first to the Standing Stability Board."

Illustrative only. Real clauses must be drafted for the specific law, contract and financing structure.

7 Objections, and answers

Independent reviewers were asked to attack the Compact the way a finance minister, an oil company CFO or an arbitrator would. These are the hardest objections, and how the Compact answers them.

"Government take is impossible to measure without a fight." Lock the definitions (which taxes, which bonuses, which price deck, discounted or not) and a version-controlled model in a contract annex, with an independent cost audit; the Standing Stability Board decides any calculation dispute.

"A future government will simply seize the Reserve." Hold it with an institution that enjoys treaty immunities, such as a multilateral development bank, and back it with political-risk cover; the fee can be made creditable against tax so the investor is not simply insuring itself.

"The State can refuse to apply the adjustment." Give the contract the force of law through ratification, provide for international arbitration with an enforcement waiver, and make payment from the Reserve automatic once the Board certifies the amount.

"Tax credits may collide with the global minimum tax." Prefer adjustments through cost oil or profit oil rather than tax credits, and check each mechanism against the OECD Pillar Two rules and home-country tax credit rules.

“Who appoints and pays the Board, and is it truly independent?” Share its costs equally or pay them from the Reserve’s income, and name a neutral appointing authority (for example the ICC or the Permanent Court of Arbitration) in case the parties cannot agree. The Fair Share Report must also respect agreed confidentiality rules for commercially sensitive costs.

8 What each side can do now

WHO	NEXT STEP
Ministers and regulators	Pilot the Corridor and the Reserve in the next licensing round or model contract; replace blanket stability offers with payback-linked, earned stability.
National oil companies	Build the government-take model and the annual Fair Share Report; propose scheduled reviews instead of ad hoc renegotiations.
CEOs and investors	Offer the Corridor before the government asks to renegotiate; price a stability fee into the bid; propose a Standing Stability Board in term sheets.
Lenders and insurers	Recognize Corridor-protected projects in pricing and political-risk cover; accept the Reserve as credit support.
Regional bodies	Convene a working group on a model African Stability Standard, alongside the UNIDROIT–ICC work on investment contracts. ³²

THE BOTTOM LINE

The best protection against a change in law is not a stronger freeze. It is a contract fair enough, transparent enough and flexible enough that the next government has no reason to change it. As Equatorial Guinea’s Minister of Hydrocarbons, Antonio Oburu Ondo, said at African Energy Week 2026, the aim is to “make sure that we are trusted, not only to attract businesses, but to keep the businesses in Africa.”³⁶

9 Questions for the debate

I do not claim the last word. I invite ministers, regulators, operators, lenders and fellow lawyers to test the Compact:

- 1 Would your government accept a ceiling on its take in exchange for a guaranteed floor in good years?
- 2 Would your company pay a stability fee if it guaranteed fast compensation from a neutral Reserve?
- 3 Who should host the Reserve and appoint the Board: a regional development bank, APPO, or another institution?
- 4 Should stability be earned through domestic gas supply and local content, and how should it be measured?
- 5 What would it take for one African country to pilot the Compact in its next licensing round?

Share your view with me at georges.nama@kn-laws.com or join the conversation on LinkedIn. The strongest contributions will shape the next edition of this piece.

Further reading

A selection of the works I consulted. Each was located and checked at the address given.

1. Shemberg, A., *Stabilization Clauses and Human Rights*, research for IFC and the UN Special Representative of the Secretary-General, March 11, 2008.
2. Cameron, P.D., *Stabilisation in Investment Contracts and Changes of Rules in Host Countries: Tools for Oil & Gas Investors*, paper commissioned by AIPN, July 5, 2006.
3. Cameron, P.D., *International Energy Investment Law: The Pursuit of Stability*, 2nd ed., Oxford University Press, 2021.
4. Maniruzzaman, A.F.M., “The pursuit of stability in international energy investment contracts: A critical appraisal of the emerging trends,” *Journal of World Energy Law & Business* 1(2), 2008.
5. Ali, A.A., “Taking Stock of the Validity and Legal Impact of Traditional Stabilization Clauses in International Investment Law,” *American Review of International Arbitration* 32(2), 2021.
6. Wong, J. & Ali, A.A., “The Legislative Stabilization Clause,” *NYU Journal of International Law & Politics* 55, 2022.
7. United Nations (OHCHR), *Principles for Responsible Contracts: Guidance for Negotiators*, 2015.
8. OECD, *Guiding Principles for Durable Extractive Contracts*, 2020.
9. Readhead, A. & Mann, H., *Evolving Standards on Stabilization*, IISD, March 2025.
10. Nikièma, S.H., Readhead, A., Bowers, I. & Schaugg, L., “Stabilization Clauses: The hidden provisions that can hinder tax and investment policy reform,” IISD, November 2024.
11. Daniel, P. & Sunley, E.M., “Contractual Assurances of Fiscal Stability,” IMF conference paper, September 2008.
12. African Minerals Development Centre, *A Country Mining Vision Guidebook: Domesticating the Africa Mining Vision*.
13. CONNEX Support Unit (GIZ), *Clause Insights: Stabilisation Clauses*.
14. Mansour, M. & Nakhle, C., *Fiscal Stabilization in Oil and Gas Contracts: Evidence and Implications*, Oxford Institute for Energy Studies, 2016.
15. Mandelbaum, J., Swartz, A. & Hauert, N., *Review Mechanisms in Natural Resource Contracts*, Columbia Center on Sustainable Investment, 2014.
16. Cotula, L., “Regulatory Takings, Stabilisation Clauses and Sustainable Development,” OECD Investment Policy Perspectives, 2008.
17. Gehne, K. & Brillo, R., “Stabilization Clauses in International Investment Law: Beyond Balancing and Fair and Equitable Treatment,” World Trade Institute, 2014.
18. Oshionebo, E., *Mineral Mining in Africa: Legal and Fiscal Regimes*, Routledge, 2021.
19. Wood, M. & Cummins, T., “Resource tensions in Africa: what can you do?,” Ashurst Perkins Coie, September 2026.

About the author



Georges C. Nama, Esq.

Co-Founder & Managing Partner

A licensed business lawyer in Texas, admitted to practice law by the Supreme Court of Texas, Georges has more than 25 years of legal practice, beginning in Gabon, in oil and gas, mining, infrastructure, real estate and immigration law. He began his career in Libreville at Cabinet Issembé, then served as legal counsel to the Government of Gabon, advising on mineral transactions, including uranium and manganese, and on oil and gas matters. He has been a member of the Association of International Energy Negotiators (AIEN) since 2008. He holds a Post-Juris Doctor Law Degree (LL.M.) from the University of Houston Law Center, is a Project Management Professional (PMP®), and works in English, French and Spanish.

How to contact the firm

Kachikwu & Nama Law Firm advises companies, investors and governments on Africa–U.S. energy deals: production sharing and host government agreements, fiscal and stability terms, cross-border transactions, contracts, entity structuring and dispute strategy.

Free 30-minute first consultation. Phone and WhatsApp: (832) 840-7266 · Email: georges.nama@kn-laws.com
· Web: kn-laws.com

Office: 2001 Timberloch Place, Suite 500, The Woodlands, Texas 77380, with offices in Lagos and Abuja.

Negotiating stability terms or facing a change in law? Let's talk before you sign.

Attorney advertising. This article is general information, not legal advice. Reading it does not create an attorney–client relationship. Facts, figures and quotations come from the public sources cited and may change. Outcomes of pending proceedings are reported as of October 2026. Always check the official source and your own contract.

Sources

1. NJ Ayuk, “Op-ed: Namibia must act on fiscal stability...,” World Oil, Apr. 28, 2025, <https://worldoil.com/news/2025/4/28/op-ed-namibia-must-act-on-fiscal-stability-fast-track-oil-discoveries-to-retain-interest/>
2. AFP via The Guardian (Nigeria), Apr. 22, 2024 (quoting Woodside spokesperson Christine Forster and former President Macky Sall’s Mar. 19, 2024 Bloomberg interview), <https://guardian.ng/news/senegals-renegotiation-of-oil-mining-contracts-is-riskyexperts/>
3. Reuters via Mining Weekly, Apr. 4, 2024, <https://www.miningweekly.com/article/senegals-new-president-announces-oil-gas-and-mining-sector-audit-2024-04-04>
4. S&P Global, June 1, 2023, <https://www.spglobal.com/energy/en/news-research/latest-news/crude-oil/060123-feature-namibia-seeks-to-pacify-booming-oil-sector-after-fiscal-terms-confusion>
5. Reuters via Baird Maritime, Mar. 13, 2026, <https://www.bairdmaritime.com/amp/story/offshore/exploration-development/senegal-pm-complains-contract-for-bp-operated-gta-gas-project-was-unfair>
6. UNU-WIDER Working Paper 2018/51 (Zambia mining taxation), <https://www3.wider.unu.edu/sites/default/files/Publications/Working-paper/PDF/wp2018-51.pdf>
7. MEED, “Anadarko settles Algeria tax dispute with Sonatrach,” Mar. 2012, <https://www.meed.com/anadarko-settles-algeria-tax-dispute-with-sonatrach/>
8. Winston & Strawn, Aug. 1, 2017; Mining.com (Acacia \$190bn; 2020 settlement); BNN Bloomberg (\$300m), <https://www.winston.com/en/insights-news/tanzania-s-legal-reform-of-the-natural-resources-sector>
9. EY Global Tax News 2018-5549; Mining.com/Bloomberg (DRC mining code), <https://globaltaxnews.ey.com/news/2018-5549-democratic-republic-of-congo-reforms-mining-code>
10. Barrick release via italaw (ICSID filing, Dec. 18, 2024); Miningmx, Nov. 24, 2025; Reuters/Bloomberg via Kitco, Nov. 25, 2025, <https://miningmx.com/news/gold/2025-11-24-barrick-agrees-with-mali-to-end-dispute-over-loulo-gounkoto/>
11. ENSafrica; Mining Weekly, June 2025 (Burkina Faso), <https://www.miningweekly.com/article/burkina-faso-completes-nationalisation-of-five-gold-mining-assets-2025-06-12>
12. Ecofin Agency; Orano release via italaw, Sept. 2025 (Niger/SOMAIR), https://www.italaw.com/sites/default/files/Case-HTML-files/italaw182730915_Niger-Claimant-Press-Release_2025-09-25.html
13. Ecofin Agency, May 2026; Offshore Technology (Senegal/Woodside), <https://www.ecofinagency.com/news-industry/1805-55702-senegal-weighs-legal-action-against-bp-and-woodside-over-oil-and-gas-disputes>
14. Journal of Petroleum Technology (SPE), Chad nationalizes Doba, <https://jpt.spe.org/chad-nationalizes-doba-project-details-exxons-asset-sale-to-savannah-energy>
15. Reuters via Engineering News, Jan. 15, 2026 (Ghana), <https://www.engineeringnews.co.za/article/ghana-to-scrap-mining-stability-pacts-double-royalties-2026-01-15>
16. Republikein, Feb. 6, 2025 (Namibia delays), <https://www.republikein.com.na/mw-main/namibia-delays-inking-of-oil-stabilisation-agreements2025-02-06147564>
17. IISD Investment Treaty News, Burlington v. Ecuador, <https://www.iisd.org/itn/2018/10/18/burlington-v-ecuador/>
18. Debevoise & Plimpton, Oct. 2019 (Perenco v. Ecuador), <https://www.debevoise.com/news/2019/10/debevoise-wins>
19. Shemberg, *Stabilization Clauses and Human Rights* (IFC/UNSRSG, 2008), <https://documents1.worldbank.org/curated/en/502401468157193496/pdf/452340WP0Box331ation1Paper01PUBLIC1.pdf>
20. UN/OHCHR, *Principles for Responsible Contracts* (2015), Principle 4, https://shiftproject.org/wp-content/uploads/2020/01/Principles_ResponsibleContracts_HR_PUB_15_1_EN.pdf
21. Cameron, AIPN paper (2006), <https://www.international-arbitration-attorney.com/wp-content/uploads/arbitrationlaw4-Stabilisation-Paper.pdf>
22. University of Dundee research portal (Cameron, OUP 2021), <https://discovery.dundee.ac.uk/en/publications/international-energy-investment-law-the-pursuit-of-stability-2/>
23. University of Portsmouth research portal (Maniruzzaman 2008), <https://researchportal.port.ac.uk/en/publications/the-pursuit-of-stability-in-international-energy-investment-contr/>
24. ARIA 32(2) (Ali 2021), <https://aria.law.columbia.edu/issues/32-2/>
25. NYU JILP 55 (Wong & Ali 2022), <https://www.nyujilp.org/wp-content/uploads/2023/03/Article2.pdf>
26. OECD (2020), Guiding Principles for Durable Extractive Contracts, https://oecd.org/en/publications/guiding-principles-for-durable-extractive-contracts_55c19888-en/full-report
27. IISD (2025), Evolving stabilization standards, <https://www.iisd.org/publications/report/evolving-stabilization-standards-mining>

28. IISD (2024), Hidden clauses, tax & investment policy reform, <https://iisd.org/articles/insight/hidden-clauses-tax-investment-policy-reform>
29. Daniel & Sunley, IMF (2008), <https://www.imf.org/external/np/seminars/eng/2008/taxnatural/pdf/dansun.pdf>
30. AMDC (AU/UNECA), Country Mining Vision Guidebook, https://knowledge.une.ca.org/ASM/sites/default/files/docs/CountryMiningVisionGuidebook_EN.pdf
31. Ashurst Perkins Coie, Sept. 17, 2026 (citing IMF, Finance & Development, June 2026), <https://www.ashurstperkinscoie.com/en/insights/resource-tensions-in-africa-what-can-you-do/>
32. IISD Investment Treaty News, Jan. 19, 2026 (UNIDROIT–ICC working group), <https://www.iisd.org/itn/2026/01/19/unidroit-icc-working-group-advances-instrument-for-international-investment-contracts/>
33. ThisDay, Sept. 9, 2025 (Kachikwu), <https://www.thisdaylive.com/2025/09/09/kachikwu-fg-must-insulate-nnp-nuprc-nmdpr-a-from-political-interference-to-restore-confidence-in-oil-sector/>
34. Miningmx, Nov. 2, 2023 (Barrick CEO on Mali code), <https://www.miningmx.com/news/gold/54885-barrick-ceo-says-theres-scope-to-negotiate-mali-mining-code/>
35. S&P Global, Oct. 12, 2026 (Gabon), <https://www.spglobal.com/energy/en/news-research/latest-news/crude-oil/101226-gabon-in-talks-with-more-iocs-on-offshore-exploration-after-sector-rejection-official>
36. African Energy Chamber release, Oct. 13, 2026 (Equatorial Guinea minister), <https://africanenergychamber.africa-newsroom.com/press/equatorial-guinea-has-fewer-than-seven-open-blocks-after-year-of-investor-uptake-minister-says?lang=en>
37. IIED (Cotula 2008), <https://www.iied.org/x00009>
38. World Trade Institute (Gehne & Brillo), <https://www.wti.org/research/publications/660/>
39. Routledge (Oshionebo 2021), <https://www.routledge.com/Mineral-Mining-in-Africa-Legal-and-Fiscal-Regimes/Oshionebo/p/book/9781138483200>
40. CONNEX Support Unit (GIZ), Clause Insights: Stabilisation Clauses, https://connex-unit.org/wp-content/uploads/1_Clause-Insights_Stabilization-Clauses-in-Mining_2021.pdf
41. Mansour & Nakhle, OIES SP 37 (2016), <https://www.oxfordenergy.org/wpcms/wp-content/uploads/2016/01/Fiscal-Stabilization-in-Oil-and-Gas-Contracts-SP-37.pdf>
42. Vassallo, J.M., traffic-risk mitigation in highway concessions (Chile revenue bands), World Bank PPP library, <https://ppp.worldbank.org/public-private-partnership/sites/default/files/2024-08/Traffic0Risk0Mitigation0Vassallo.pdf>
43. IMF, *Fiscal Regimes for Extractive Industries* (2012), Box 1 (R-factor), https://www.treasury.gov.za/publications/other/AfricanFiscalForum/2013/english%20version/Background%20documents/Fiscal%20regimes%20and%20extractive%20industries_Design%20and%20implementation.pdf
44. Oil & Gas Journal, “New tax stability rules for Peruvian oil contracts,” <https://www.ogj.com/general-interest/companies/article/17252483/new-tax-stability-rules-for-peruvian-oil-contracts>
45. Colombia, Ley 448 de 1998 (contingency fund for state entities), https://www.ani.gov.co/sites/default/files/ley_448_de_1998.pdf
46. Liberia–Mittal Steel Amended Mineral Development Agreement (2006), Art. XXXVI “Periodic Review,” https://resourcegovernance.org/sites/default/files/documents/rwi_liberia_mittal_0.pdf
47. Mandelbaum, Swartz & Hauert, *Review Mechanisms in Natural Resource Contracts*, CCSI (2014), https://scholarship.law.columbia.edu/sustainable_investment_staffpubs/39
48. Caribbean Today, on the Stabroek PSA sole-expert appointment (2026), <https://caribbeantoday.com/sections/business-blog/president-of-exxonmobil-guyana-says-no-agreement-yet-on-selection-of-expert-to-deal-with-financial-report>
49. IFLR, “Mongolia’s new investment law” (2014), <https://www.iflr.com/article/2gjw2n5ocpr2orkibvolc/iflr1000/mongolias-new-investment-law>
50. Mayer Brown, “Mozambique enacts revised Petroleum Law” (July 2026), <https://www.mayerbrown.com/ja/insights/publications/2026/07/mozambique-enacts-revised-petroleum-law>
51. EITI, guidance note on contract disclosure (Requirement 2.4), <https://eiti.org/guidance-notes/contracts>
52. Ghana Public Interest and Accountability Committee (PIAC), citizens’ version of the petroleum revenue report, <https://www.piacghana.org/piac-launches-citizens-version-of-petroleum-revenue-report/>
53. APPO Secretary-General, editorial, May 2026, <https://apposecretariat.org/editorial-of-the-appo-sg-may-2026/>
54. IISD & UNECA, *Rethinking Tax Incentives in the Mining Sector in Africa* (June 2025), <https://www.iisd.org/system/files/2025-06/rethinking-tax-incentives-mining-africa.pdf>
55. ECOWAS Directive on the Harmonization of Guiding Principles and Policies in the Mining Sector (2009), <https://ecowas.int/wp-content/uploads/2024/08/Ecowas-Directive-and-policies-in-the-mining-sector.pdf>