

OPEN PEER REVIEW

Legal Implications of Security Risks in the Investment of Multinational Companies in Iran's Oil and Gas Industries

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1. Round 1

1.1. Reviewer 1

Reviewer:

In the Introduction, the sentence “The oil and gas industries, as the lifeblood of the global economy...” is rhetorically strong but lacks empirical grounding. Consider inserting statistical data (e.g., percentage of global energy supply, FDI volumes) to anchor the argument in measurable reality.

The paragraph beginning “Indeed, one of the principal obstacles...” discusses sanctions but does not adequately address attribution under international law. Please clarify: can Iran be internationally responsible for damages caused by third-party sanctions? A doctrinal distinction between “direct breach” and “indirect economic consequence” is necessary.

The discussion of Article 81 of the Constitution (Introduction section) would benefit from a deeper constitutional analysis. Does the prohibition on granting concessions create long-term legal uncertainty for IPC contracts? Please clarify whether constitutional review mechanisms could invalidate future petroleum contracts.

The cyber risk discussion states that failure to prevent cyberattacks may constitute breach of FPS. Please clarify the standard of due diligence applicable to cyber threats. Is it an “obligation of conduct” or “obligation of result”?

In the “Analysis of Legal Implications” section, the force majeure discussion does not distinguish between contractual force majeure and customary international law necessity. This conceptual distinction is critical and should be clarified.

Authors revised the manuscript and uploaded the document.

1.2. Reviewer 2

Reviewer:

In the paragraph referencing Norway and Canada, the article states these jurisdictions guarantee protection via “specific legislation and governmental insurance schemes.” Please cite specific statutory instruments or institutional frameworks (e.g., GIEK in Norway). The comparative claim currently lacks specificity.

In the “Theoretical and Conceptual Foundations” section, the definition of “risk” and “security risk” could be condensed. The distinction between commercial and non-commercial risks is introduced but not analytically developed. Consider integrating a risk-allocation matrix relevant to oil contracts.

The paragraph defining multinational companies states they are “subject to the legal system of their home State.” This is legally imprecise. Clarify whether the reference concerns nationality for treaty protection, corporate governance, or jurisdictional standing in arbitration.

The section on Buy-Back contracts identifies limitations but does not analyze how risk allocation differs between Buy-Back and IPC models. A comparative contractual risk-allocation table would significantly enhance analytical rigor.

The article correctly notes that FPS includes legal stability, but jurisprudence on whether FPS extends beyond physical security remains contested. Please address divergent arbitral interpretations to avoid doctrinal oversimplification.

Authors revised the manuscript and uploaded the document.

2. Revised

Editor’s decision: Accepted.

Editor in Chief’s decision: Accepted.