



MINISTÈRE DE L'INTÉRIEUR,
DE L'OUTRE-MER
ET DES COLLECTIVITÉS TERRITORIALES

DIRECTION GÉNÉRALE DE
LA POLICE NATIONALE

DIRECTION CENTRALE
DE LA
POLICE JUDICIAIRE

-oOo-

PV n° 10-00004/103

AFFAIRE CONTRE :

X...

Corruption

OBJET :

Analyse d'un document issu
du scellé

THALES / TERASASI / UN.

Annexes

PROCES - VERBAL

L'An deux mil onze

Le trois novembre

à quinze heures

Nous, **Arnaud RYCKEWAERT**
Brigadier Chef de Police

en fonction à la
Direction Centrale de la Police Judiciaire
Sous - Direction de Lutte contre la
Criminalité Organisée et la Délinquance Financière
Division Nationale d' Investigations Financières

---Officier de Police Judiciaire en résidence au Ministère de l'Intérieur 11, rue des Saussaies 75008 PARIS.-----

--- Étant au service,-----

---Poursuivant l'enquête préliminaire N° P 09 341 9205/4 délivrée Monsieur Nicolas HEITZ, substitut au parquet de PARIS en date du 28/12/2009.-----

---Vu les articles 75 et suivants du Code de Procédure Pénale-----

---Analysons un document issu du scellé THALES / TERASASI / UN comprenant notamment différents rapports fournis par TERASASI et transmis par THALES.---

---Constatons notamment dans le rapport « janvier à juin 2004 - 1ère partie » page 75, la signature de **R.BAGINDA** pour **TERASASI**. ----

---Notons que cette signature apparaît également sur la quasi totalité des factures **TERASASI HONG KONG** et **TERASASI Sdn Bhd (Malaisie)** adressées à **THALES INTERNATIONAL ASIA** entre 2002 et 2009 pour un total de **36.094.209 €** issues du même scellé.----

---Annexons au présent la partie du rapport concerné et un échantillon de factures TERASASI.-----

---Dont acte.---

D149/
7 pages

L'OPJ



D 149/2

Minutes of the Launching Meeting for the Support Services held on January 29th, 2004 at
Thales International Malaysia Office (Kuala Lumpur)

Participants:

Thales International Asia:

- François DUPONT (Managing Director Thales International Malaysia)
- Jean-Marie NIDA (Manager Legal Affairs)
- Jean-Baptiste OLLIVIER (VP)

Armaris :

- Antoine SAJOUS (VP Asia)
- Philippe NOVELLI (Malaysian Programs Director)
- Didier JORIOZ (Armaris Delegate in Malaysia)

Terasasi :

- Razak BAGINDA (Director)
- Dato'YUNUS GHANI (Director of Research & Consultancy Services)
- Dhiren NORENDRA (Legal Adviser from Norendra and Yap law firm)

1. Introduction by TIA

- Jean-Baptiste OLLIVIER introduces the session, proposes the Agenda (Attached in Annex 1).
- Background of project: all parties having been involved in the success of the Scorpene Project, the main dates of signing and entry into force are recalled, and the magnitude of the program is underlined.
- Contractual environment: TIA reminds that it bears a service contract with Armaris (termed C5) and subcontracts some of its obligations to Terasasi (through a contract termed C4).

From this contractual structure, follow the respective responsibilities (Terasasi to TIA, and TIA to Armaris) and hence, the Modus Operandi (to be detailed further down).

2. Presentation by Armaris of the Contract Management Structure:

- P. Novelli makes a computer aided presentation (8 pages) attached in Annex 2.
- A short discussion amongst the parties follows.
- P. Novelli reminds that his sole point of contact so far is the Project Team in Europe (France and Spain).

3. Presentation by Terasasi (R. Baginda) of the ESP Structure

- The ESP company introduces its team, made of Dato' Yunus Ghani (Director of Research & Consultancy Services) in charge of special projects in Terasasi.
- It also explains that he has started the process, as agreed previously with TIA, of hiring three ex-navy officers: two Commanders, and one Captain. The ESP Company also explains that Terasasi has now opened an office in the HLA Building Kuala Lumpur near the Niko Hotel.



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4. Modus Operandi

- DUE TO THE CONTRACTUAL ENVIRONMENT, IT IS STATED THAT THALES INTERNATIONAL ASIA IS THE SOLE POINT OF CONTACT BETWEEN ALL PARTIES.
- All Operational requests must be addressed to Thales International (M) Sdn Bhd, copied to Thales International Asia.
- All administrative request and document are to be exclusively addressed to Thales International Asia.
- It is stated that when documents are of confidential nature, the ESP can use the communications means of Thales International (M) to communicate with TIA. It is also stated that the use of "Security Box" software is also possible.
- Points of Contact:
- On TIA' side the points of contact are:

Thales International Asia
The Gateway East
152 Beach Road, 23rd Floor
Singapore 189721
Attn: Jean-Marin NIDA
Email : jean-marin.nida@thalesasia.com

Thales International (M) Sdn Bhd
Jalan Sultan Ismail, 11th Floor
50250 Kuala Lumpur
Tel: + 60 3 21 62 26 00
Fax: + 60 3 21 61 63 90
Attn: François DUPONT
Email: francois.Dupont@thalesmalaysia.com.my

- On Armaris side, the point of contact to TIA is Mr Antoine SAJOUS.
- On TERASASI side, the point of contact to TIA is Mr Razak BAGINDA.

5. Situation of Program

- Armaris makes a computer aided presentation (10 pages) attached in Annex 3.
- Armaris confirms that so far and globally the Scorpene program is progressing according to the contract.
- A brief discussion engages on the fact that although the Scorpene contract entered into force on October 25, 2002, the First PMR planned to take place a year after the Entry into Force of the Contract has not taken place yet, and is possibly scheduled for April 2004. Armaris stresses that any further delay of the PMR could create turbulences on the program, especially since 72 Variation Orders are pending. The ESP states it will look into it and will advise Armaris on how to solve this continuous postponement matter.
- A reminder is made on the fact that the PMR of "Scorpene" is completely separate from the PMR of "Ouessant" and "Training" contracts and the PMR subjects should not be mixed. It also must remain separate since "IZAR" is not involved in O and T.
- Armaris also states that the novation of the Ouessant contract has been signed and received the same day and thanks TIA for their contribution in speeding the matter.



D149/4

6. Upcoming Events and Actions to be taken

Armaris lists the main critical tasks for TIA to concentrate on. Such tasks are listed hereunder:

1. Permanent tasks

- Feedback from customer and user on progress meetings held in Europe.
- Follow on and feedback from Navy HQ regarding technical documents issued to the Project Team.
- Feedback on feelings and opinions of the Project Team regarding progress of the contract.

In general, TIA and its ESP must focus its efforts on early detection of problems that may arise in RMN HQ and MND and recommend the implementation of corrective actions.

2. Financial tasks

- Follow up of payment.
- Follow up of bank guarantee reduction.
- Identification of the risks to non obtain payment for budget reason or other reason (except contractual one).

3. Variation Orders

- Feedback on Variation Orders (VO) issued from the Consortium or from the RMN (RMN-PERO2)*

4. Monitor the local activities of sub-suppliers / competitors.

- Monitoring the competitors activity regarding supplies of equipments and detect in advance the attempts of competition to obtain variation orders.

5. Specific points

- Feedback on specific points such as at the moment and then the follow up of the letter sent by the Consortium for the impact on the physical handover of the two Scorpene submarines.**

* Seventy two (72) variation orders have been requested by Armaris but none of them have been accepted and closed so far. TIA must give its advice and assistance on the fastest way to close this variation orders issue. It is also requested to TIA an investigation on the process of treatment of such VO's in MND, since such process seems to have a slow response.

** It is reminded that there was one year delay between coming into force of the O and T contracts and the Scorpene contract. A letter has been addressed to the Project Team, the Navy HQ and the MOD in order to inform them about the risks created by such a major delay. Objective of Armaris is to have the customer acknowledge that this delay may generate a problem and then prepare for negotiation of solutions with the customer in order to properly manage this one-year delay.



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7. Closing Statement

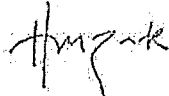
Minutes of meetings are to be circulated for approvals and signatures. A reminder on the importance of Modus Operandi is made.

8. Date of next meeting

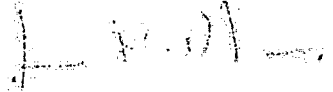
To be planned by the attendees.



For ARMARIS
A. SAJOUS

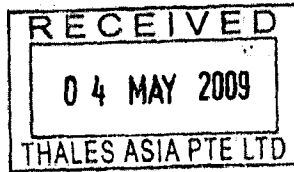


For TERASASI
R. BAGINDA



For THALES INT'L ASIA
J.M. NIDA





D149/C

INVOICE

M/s THALES INTERNATIONAL ASIA PTE LTD
152 BEACH ROAD
23-05/06
THE GATEWAY EAST
SINGAPORE 189721

No.: TIA/08/1038
Date: 22 Apr 2009
Terms: 7 Days

ATTN: MR. Philippe de Braquillanges
CEO

DESCRIPTION	AMOUNT
SUPPORT FEE under "SCORPENE" CONTRACT	EUR 451,763.00
TOTAL	EUR 451,763.00

EUROS FOUR HUNDRED FIFTY ONE THOUSAND SEVEN HUNDRED SIXTY THREE ONLY

TERMS: SEVEN (7) DAYS FROM DATE OF INVOICE

ALL PAYMENT SHOULD BE MADE PAYABLE TO TERASASI (HONG KONG) LTD

BANK NAME:	STANDARD CHARTERED BANK
BRANCH:	CENTRAL BRANCH
ADDRESS:	SHOP NO. 16, G/F & LG/F, NEW WORLD TOWER 16-18, QUEEN'S ROAD CENTRAL, HONG KONG
TYPE OF ACCOUNT:	EURO SAVINGS ACCOUNT
ACCOUNT NO.:	447-1-089375-5

for TERASASI (HONG KONG) LTD



★ TERASASI

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INVOICE

THALES INTERNATIONAL ASIA PTE LTD
152 BEACH ROAD
23-05/06
THE GATEWAY EAST
SINGAPORE

INVOICE NO.: TC/0107/02
INVOICE DATE: 20/11/2002

KIND ATTENTION OF: MR. BERNARD BAIOTTO
CHAIRMAN & CEO

DESCRIPTION	AMOUNT
SUCCESS FEES	EUR 564,368.00
TOTAL	EUR 564,368.00

EUROS FIVE HUNDRED SIXTY FOUR THOUSAND THREE HUNDRED AND SIXTY EIGHT ONLY

TERMS: SEVEN (7) DAYS FROM DATE OF INVOICE

All payment should be made payable to TERASASI SDN BHD

BANK NAME: ALLIANCE BANK MALAYSIA BERHAD
BRANCH: CP TOWER, SEC 16, PETALING JAYA
TYPE OF ACCOUNT: CURRENT ACCOUNT
ACCOUNT NO.: 4810004539



Authorised Signatory



TERASASI SDN BHD (524814-P)

No. 31-1, Jalan 3/76D, Desa Pandan, 55100 Kuala Lumpur, Malaysia Tel: 603-92849590 Fax: 603-92849591