

# Gas Transportation Agreement (pipeline already built)

Contract 15A in the Commonwealth  
Model Contract Series



The Commonwealth

## **Model Contracts for Infrastructure, Extractives and Energy Industries in Commonwealth Countries**

The Commonwealth Secretariat recognises the need for standardised contracts within the infrastructure, extractives and energy industries across its member countries.

The lack of uniformity in these contracts has led to inefficiencies, imbalances and loopholes that do not serve the best interests of the member countries. To address this issue, the Secretariat is developing model contracts that foster fairness, balance and sustainability in investment relationships, while protecting the interests of governments and citizens.

The core purpose of this standardisation is to consolidate a comprehensive array of infrastructure contracts, facilitating easy access for relevant stakeholders. By providing a singular point of access, it eliminates redundancy and ambiguity, allowing government officials and authorised parties to efficiently source and acquire requisite contracts. This strategic initiative is poised to revolutionise and improve the procurement process within Commonwealth member countries.

This series of model contracts will serve as valuable resources for government lawyers, aiding them in drafting and reviewing foreign investment projects and related contracts. By promoting fairness, balance and sustainability, these model contracts will contribute to the overall development and economic wellbeing of Commonwealth member countries.

Moreover, the establishment of this central repository underlines the commitment of Commonwealth member countries to fostering a conducive environment for sustainable investments.

To deliver this suite of model contracts, the Commonwealth Secretariat has constituted a working group comprising of officials nominated by 19 member countries who are leveraging their expertise, and working with a designated expert, to conclude the project.

# Gas Transportation Agreement (pipeline already built)

**Contract 15A in the Commonwealth Model Contract Series**



**The Commonwealth**

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<https://www.buyingfor.vic.gov.au/construction-standard-form-contracts>

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## **Gas Transportation Agreement (pipeline already built)**

This agreement sets out contractual terms on which a Transporter will provide Transportation Services to a Shipper for the transportation of Gas through an existing Pipeline. The model has been prepared and adapted in alignment with guidance and resources developed by the Association of International Energy Negotiators (AIEN) (formerly the Association of International Petroleum Negotiators), building on related content intended to form part of contracts that are widely accepted and used in the international energy industry.

**GAS TRANSPORTATION AGREEMENT  
(pipeline already built)**

**Dated [## INSERT]**

**[## INSERT]  
PURCHASER**

**- and -**

**[## INSERT]  
SELLER**

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THIS AGREEMENT is made as of [## INSERT] ("**Signing Date**") between [## INSERT], a company existing under the Laws of [## INSERT] having registration / identification number [## INSERT] ("**Transporter**") and [## INSERT], a company existing under the Laws of [## INSERT] having registration / identification number [## INSERT] ("**Shipper**"), and is premised on the following facts:

- (A) Transporter under a [## INSERT] [*insert name of Transporter's Granting Instrument*] dated [## INSERT] with the [## INSERT] [*insert name of granting authority*] of [## INSERT] [*insert name of country*], has the right to provide Transportation Services; and
- (B) Shipper under a [## INSERT] [*insert name of Shipper's Granting Instrument*] dated [## INSERT] with the [## INSERT] [*insert name of granting authority*] of [## INSERT] [*insert name of country*], is the owner of Gas to be transported; and
- (C) Transporter desires to provide, and Shipper desires to obtain, Transportation Services under this Agreement.

In consideration of the above premises and the following provisions, the Parties agree as follows:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

Unless the context suggests otherwise, the capitalised and bolded words set out below shall have the corresponding meaning in this Agreement, including the recitals and Attachments:

<b>Adjusted Annual Reserved Capacity</b>	The Annual Reserved Capacity, adjusted as set out in Article 0
<b>Adjustment Month</b>	The month set out in Article 0.
<b>Affiliate</b>	A legal entity that Controls, or is Controlled by, or is Controlled by an entity that Controls, a Party.
<b>Agreed Interest Rate</b>	Interest compounded on a monthly basis, at the rate per year equal to the one (1) month term, London Interbank Offered Rate ("LIBOR") for U.S. dollar deposits, as published in London by the Financial Times, or if not published by the Financial Times, then as published by The Wall Street Journal, plus [## INSERT] percent ([## INSERT]%), applicable on the first Working Day before the due date of payment and after the date on the first Working Day of each succeeding Month. If the rate is contrary to any applicable usury Law, the rate of interest to be charged shall be the maximum rate permitted by the applicable Law.
<b>Agreement</b>	This document, together with the annexes, attachments, exhibits, and schedules attached to this document, and any extension, renewal or amendment of this document agreed to in writing by the Parties.
<b>Annual Deficiency</b>	The Annual Ship or Pay Quantity less the aggregate of Nominated Quantities during a Contract Year.
<b>Annual Reserved Capacity</b>	Respecting any Contract Year, the Reserved Capacity multiplied by the number of Days in that Contract Year [as established in Attachment 1.1.(A)].
<b>Annual Ship or Pay Payment</b>	Respecting any Contract Year, any Annual Deficiency for that Contract Year multiplied by the Tariff for that Contract Year.
<b>Annual Ship or Pay Quantity</b>	Respecting each Contract Year, a quantity of Gas equal to [## INSERT]% of the Adjusted Annual Reserved Capacity applicable to the Contract Year.
<b>Annual Statement</b>	For each Contract Year the statement of the quantities and amounts specified in Article 0.
<b>Approval</b>	Regarding a Party, any approval, authorisation, certificate, consent, decision, decree, judgment, license, order, permit, or other endorsement of any kind (regardless of the formal nomenclature given to any of the foregoing) necessary or proper

	to be granted, delivered, issued, or promulgated by any Person relating to this Agreement, the performance of the Party's obligations, the exercise of the Party's rights, its financial obligations related to the Party's rights or obligations, or the conduct of the Party's business.
<b>Area</b>	A surface underlying a single reservoir or multiple reservoirs, as detailed in Attachment 1.1.(B) of this Agreement, from which Gas will be produced.
<b>Billion Cubic Meters ("BCM")</b>	One billion (1,000,000,000) Cubic Meters.
<b>British Thermal Unit ("Btu")</b>	The amount of heat required to raise the temperature of one pound of pure water from fifty-nine degrees Fahrenheit (59°F) to sixty degrees Fahrenheit (60°F) at a constant pressure of fourteen decimal six nine six (14.696) pounds per square inch absolute.
<b>Change in Laws</b>	<p>The occurrence of any of the following after the Signing Date:</p> <ul style="list-style-type: none"> <li>The enactment of any new Laws;</li> <li>The modification or repeal of any Laws;</li> <li>The commencement of any Laws that were not effective on the Signing Date;</li> <li>A change in the interpretation, application, or enforcement of any Laws;</li> <li>The imposition of a requirement for Approval of a Governmental Authority not required on the Signing Date;</li> <li>Any Approval of a Governmental Authority not being granted on a timely basis where application for that Approval has been duly made; and</li> <li>After the grant of an Approval of a Governmental Authority, a revocation or termination of that Approval, a change in the terms or conditions of that Approval, an imposition of additional terms or conditions to that Approval, or if granted for a limited period, a failure to extend or renew that Approval on a timely basis after the timely submittal of an application for extension or renewal, or being renewed on terms or subject to conditions that are materially less favourable to the affected Party,</li> </ul> <p><b>OPTION</b></p> <p>Including its contractors and agents, as applicable.</p> <p><b>OPTION</b></p> <p>Other than those terms and conditions attached to the original Approval.</p>
<b>Claiming Party</b>	A Party giving notice under Article 21 that the Party is affected by a Force Majeure Event.

<b>Conditions Precedent</b>	<b>Transporter's Conditions Precedent and Shipper's Conditions Precedent.</b>
<b>Confidential Information</b>	<p>All information and data of whatever nature that any Party may from time to time receive or obtain (orally or in written or electronic form) resulting from entering into or performing its obligations under, this Agreement (including engineering data, maps, models and interpretations, and commercial, contractual and financial information), and that</p> <p>Relates in any manner to this Agreement or any other agreement or arrangement contemplated by this Agreement; or</p> <p>Concerns the business, finances, assets, liabilities, dealings, transactions, know-how, customers, suppliers, processes, or affairs of the other Party; or</p> <p>Is expressly confidential or is imparted by one Party to the other in circumstances creating an obligation of confidence or nondisclosure.</p>
<b>Consequential Loss</b>	<p>For this Agreement and operations conducted under this Agreement any damages, costs, or liabilities or any losses or deferments of revenue, profit, opportunity, or use, regardless of cause or arising, which are not immediately and directly caused by the relevant act or omission, including:</p> <p>Any indirect damage, cost, or liability arising out of any delay, reduction, or loss of ability to produce, store, transport, process, or dispose of hydrocarbons or any products derived from hydrocarbons;</p> <p>Any indirect damage, cost, or liability associated with business interruption or increased cost of working during business interruption, including the incremental cost of overhead expenses incurred;</p> <p>Any indirect, special, or punitive damages and penalties of any kind; and</p> <p>Any loss or deferment of revenue, profit, opportunity, use, bargain, contract, expectation, or opportunity.</p>
<b>Contract Month</b>	<p>For the first Contract Month, the period commencing on the Start Date and finishing on the last Day of the calendar month in which the Start Date happens;</p> <p>For each subsequent Contract Month other than the last Contract Month, the period commencing on the 1<sup>st</sup> Day of each calendar month and finishing on the last Day of the same calendar month; and</p> <p>For the last Contract Month, the period commencing on the 1<sup>st</sup> Day of the calendar month when the Termination Date happens and finishing on the Day when the Termination Date happens.</p>

<b>Contract Year</b>	<p>For the first Contract Year, the period commencing on the Start Date and finishing on the following 1<sup>st</sup> Day of January;</p> <p>For each subsequent Contract Year other than the last Contract Year, the twelve (12) month period commencing on the 1<sup>st</sup> Day of January and finishing on the following 1<sup>st</sup> Day of January; and</p> <p>For the last Contract Year, the period commencing on the 1<sup>st</sup> Day of January and finishing when the Termination Date happens.</p> <p><b>ALTERNATIVE</b></p> <p>For the first Contract Year, the period commencing on the Start Date and finishing on the following 1<sup>st</sup> Day of October;</p> <p>For each subsequent Contract Year other than the last Contract Year, the twelve (12) month period commencing on the 1<sup>st</sup> Day of October and finishing on the following 1<sup>st</sup> Day of October; and</p> <p>For the last Contract Year, the period commencing on the 1<sup>st</sup> Day of October and finishing when the Termination Date happens.</p>
<b>Control</b>	<p>The ownership directly or indirectly of</p> <p><b>ALTERNATIVE 1</b></p> <p>More than fifty percent (50%)</p> <p><b>ALTERNATIVE 2</b></p> <p>Fifty percent (50%) or more</p> <p>of the voting rights in a legal entity. "<b>Controls</b>", "<b>Controlled by</b>" and other derivatives shall be construed accordingly.</p>
<b>Cubic Foot ("CF")</b>	The volume of gas that occupies one (1) cubic foot of space as measured at a temperature of sixty degrees Fahrenheit (60°F) and at the absolute pressure of fourteen decimal six nine six (14.696) pounds per square inch.
<b>Cubic Meter ("CM")</b>	The volume of gas that occupies one (1) cubic meter of space as measured at a temperature of zero degrees Celsius (0°C) and at the absolute pressure of one decimal zero three five six kilopascals (1.0356 kPa).
<b>Daily Notice</b>	The notice specified in Article 0.
<b>Day</b>	A period of 24 hours commencing at [## INSERT] hours on each day and ending at [## INSERT] hours on the following day.
<b>Delivery Point</b>	The location where Gas passes the outlet flange of Transporter's Facilities and where custody to Gas transfers from Transporter to Shipper, as indicated on Attachment 1.1.(C).
<b>Delivery Pressure</b>	The pressure at which Transporter makes available and Shipper takes Gas at the Delivery Point under Article 0.



<b>Delivery Point Specification</b>	The Gas composition values for Gas delivered or to be delivered by Transporter to Shipper at the Delivery Point as set out in Attachment 1.1.(D).
<b>Dispute</b>	Any dispute, controversy, or claim of any kind or type, whether based on contract, tort, statute, regulation, or otherwise, arising out of, relating to, or connected with this Agreement, or the operations carried out under this Agreement, including any dispute concerning the existence, validity, interpretation, performance, breach, or termination of this Agreement.
<b>Disputed Amount</b>	All or a portion of the amount of a Monthly or an Annual Statement that is disputed by a Party.
<b>Economically Recoverable Reserves</b>	Quantities of Gas that are anticipated to be commercially recovered from known accumulations from a given date forward.
<b>Effective Date</b>	The date at which all Conditions Precedent have been satisfied or waived by Shipper and Transporter.
<b>Expert</b>	The natural person selected under Article [## INSERT] to determine certain Disputes.
<b>Facilities</b>	Shipper's Facilities or Transporter's Facilities, as the context requires.
<b>Force Majeure Event</b>	<p>Any event or circumstance the occurrence of which is beyond the reasonable control of the Claiming Party, and results in the Claiming Party being unable to perform one or more of its obligations under this Agreement, which inability could not have been prevented or overcome by the Claiming Party exercising reasonable foresight, planning, and implementation as a Reasonable and Prudent Operator. If the requirements set out in the preceding sentence are satisfied, then, subject to the proviso to this definition, Force Majeure Events include the following events and circumstances:</p> <ul style="list-style-type: none"> <li>Acts of war (whether declared or undeclared), armed conflict, civil unrest or insurrection, blockade, embargo, riot, sabotage, acts of terrorism, or the specific threats of these acts or events or conditions due to these acts or events;</li> <li>Strike, work slow down, lockout, or other industrial disturbance or labour dispute;</li> <li>Epidemics or plague;</li> <li>Fire, earthquake, cyclone, hurricane, flood, drought, lightning, storms, storm warnings, navigational and maritime perils, or other acts of God;</li> </ul> <p><b>OPTION</b></p> <ul style="list-style-type: none"> <li>Breakage, fire, freezing, explosion, mechanical breakdown, or other damage or malfunction resulting in</li> </ul>

	<p>the partial or complete shutdown of the facilities of the Claiming Party;</p> <p><b>OPTION</b></p> <p>A Change in Law, hindrance of government, or other act or failure to act by any government claiming jurisdiction over this Agreement or the Parties;</p> <p><b>OPTION</b></p> <p>Failure of a Third Party Gas transporter to accept input, take delivery of, and transport Gas through the Third Party Gas transporter's pipeline system for reasons that would form a Force Majeure Event as defined in this Agreement if the Third Party Gas transporter were a Party to this Agreement;</p> <p><b>OPTION</b></p> <p>Failure of [## INSERT] [<i>insert specified third party</i>] to [## INSERT] [<i>insert specified actions</i>] for reasons that would constitute a Force Majeure Event as defined in this Agreement if the [## INSERT] [<i>insert specified third party</i>] were a Party to this Agreement;</p> <p><i>Provided that</i> any or all of the following events and circumstances shall not be a Force Majeure Event:</p> <p>Changes in market conditions, including changes that directly or indirectly affect the demand for or price of Gas or any commodity produced from or with Gas, such as loss of customers or loss of market share;</p> <p>Financial hardship or the inability of a Party to make a profit or receive a satisfactory rate of return from its operations; or</p> <p>Failure or inability to perform due to a transportation tariff or currency devaluation; or</p> <p>Except for failure to pay money caused by Force Majeure affecting the agreed means of payment, which event shall be governed by Article 0, the unavailability or lack of funds or failure to indemnify the other Party or to pay money when due; or</p> <p>Failure by either Party to give any notice required under this Agreement; or</p> <p>The breakdown or failure of machinery caused by normal wear and tear that should have been avoided by a Reasonable and Prudent Operator, the failure to comply with the manufacturer's recommended maintenance and operating procedures, or the unavailability at appropriate locations of standby equipment or spare parts in circumstances where a Reasonable and Prudent Operator would have had the equipment or spare parts available; or</p>
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	<p><b>OPTION</b></p> <p>Change in Laws where the Claiming Party is owned or controlled by the Government and the Change in Laws was made by the Government; or</p> <p><b>OPTION</b></p> <p>Hindrance caused by the action or inaction of a Governmental Authority of the Government that owns or controls the Claiming Party; or</p> <p><b>OPTION</b></p> <p>Inability of Shipper to economically recover Gas from the Areas in the quantity and quality required to be supplied under this Agreement; or</p> <p><b>OPTION</b></p> <p>Failure of [## INSERT] [<i>insert specified third party</i>] to [## INSERT] [<i>insert specified actions</i>] for reasons that would be a Force Majeure Event as defined in this Agreement if the [## INSERT] [<i>insert specified third party</i>] were a Party to this Agreement.</p>
<b>Freed Capacity</b>	The amount of capacity in the Pipeline specified in Article 0.
<b>Fuel Gas</b>	Any quantity of Gas delivered by Shipper to Transporter at the Input Point under Article 8 for use as fuel by Transporter in the provision of the Transportation Services.
<b>Fuel Gas Price</b>	[## INSERT] per [## INSERT] of Fuel Gas.
<b>Gas</b>	Natural Gas tendered for delivery by (or for) Shipper at the Input Point for transportation to the Delivery Point under this Agreement.
<b>Gas Deficiency Notice</b>	The notice defined in Article 0.
<b>Gas Deficiency Remediation Notice</b>	The notice defined in Article 0.
<b>Government</b>	The government of [## INSERT] [ <i>specify country</i> ] and any political subdivision, agency, or instrumentality of it, including [## INSERT] [ <i>specify the appropriate Government oil or gas company</i> ].
<b>Governmental Authority</b>	Any national or local government, any regulatory or administrative agency, commission, body or other authority, and any court or governmental tribunal lawfully exercising jurisdiction over this Agreement, Shipper's Facilities, and/or Transporter's Facilities.
<b>Granting Instrument</b>	The concession, license, contract, charter, or other authorisation from the Government under which Shipper has the

	right to own and have its Gas transported or Transporter has the right to provide Transportation Services.
<b>Gross Heating Value ("GHV")</b>	The quantity of heat, expressed in [## INSERT] [ <i>insert unit of energy amount per unit of volume</i> ], produced by the complete combustion of one (1) [ <i>insert unit of volume</i> ] of Gas at the standard temperature and pressure, when all of the products of combustion are cooled to the temperature existing before combustion, the water vapor formed during combustion is condensed, and all the necessary corrections have been made.
<b>Indemnifying Party</b>	The Party that gives an indemnity under Article [## INSERT].
<b>Index</b>	Index 1 [,] [and] [Index 2] [and Index 3].
<b>Index 1</b>	[## INSERT] [ <i>insert Index name</i> ] value at [## INSERT] [ <i>insert location, if applicable</i> ] as quoted in [## INSERT] [ <i>insert name of publication</i> ] for [## INSERT] [ <i>insert appropriate month and Day</i> ].
<b>Index 2</b>	[## INSERT] [ <i>insert Index name</i> ] value at [## INSERT] [ <i>insert location, if applicable</i> ] as quoted in [## INSERT] [ <i>insert name of publication</i> ] for [## INSERT] [ <i>insert appropriate month and Day</i> ].
<b>Index 3</b>	[## INSERT] [ <i>insert Index name</i> ] value at [## INSERT] [ <i>insert location, if applicable</i> ] as quoted in [## INSERT] [ <i>insert name of publication</i> ] for [## INSERT] [ <i>insert appropriate month and Day</i> ].
<b>Industry Practices</b>	As to Transporter, the generally accepted practices of the international gas transportation industry under similar circumstances, and as to Shipper, the generally accepted practices of the international [## INSERT] [ <i>insert industry applicable to Shipper: e.g. gas producer / trader / natural gas liquefaction / etc</i> ] industry under similar circumstances.
<b>Input Point</b>	The location where Gas passes the inlet flange of Transporter's Facilities, and where custody to Gas transfers from Shipper to Transporter, as indicated on Attachment 1.1.(E).
<b>Input Pressure</b>	The pressure at which Shipper makes available, and Transporter takes Gas at the Input Point under Article 0.
<b>Input Point Specification</b>	The Gas composition values for Gas delivered or to be delivered by Shipper at the Input Point for transportation through the Pipeline by Transporter as set out in Attachment 1.1.(F).
<b>Law</b>	Any national or local constitution, charter, act, statute, law, ordinance, code, rule, regulation or order, or other applicable legislative or administrative action of a Governmental Authority or a final decree, judgment, or order of a court.
<b>Lost Gas</b>	A quantity of Gas described in Article 0.

<b>Lost Gas Price</b>	<p><b>ALTERNATIVE 1</b></p> <p>means [## INSERT CONTRACT CURRENCY] [## INSERT] per [## INSERT] of Lost Gas.</p> <p><b>ALTERNATIVE 2</b></p> <p>[## INSERT] per [## INSERT] of Lost Gas.</p>
<b>Maintenance Day</b>	A Day that Scheduled Maintenance is or is to be performed under this Agreement.
<b>Maintenance Notification</b>	The notice described in Article 0.
<b>Maintenance RC Reduction</b>	The notice defined in Article 0.
<b>Maximum Instantaneous Rate (MIR)</b>	Respecting each Day the rate of delivery of Gas required to deliver [## INSERT]% of the Reserved Capacity for that Day at a uniform rate throughout the whole of that Day.
<b>Measurement Equipment</b>	That portion of the Metering Party's Facilities used to measure the quantity and quality of Gas, including a meter, gas chromatograph, temperature probe, and other equipment necessary and incidental to accurate measurement under the standards, methods, and procedures referred to in this Agreement.
<b>Megajoule ("MJ")</b>	One million (1,000,000) Joules.
<b>Metering Party</b>	The <i>(to choose, Shipper or Transporter)</i> that is responsible for installing, calibrating, verifying, testing, and maintaining the Measurement Equipment, and for operating the Measurement Equipment to measure and record the quantity and quality of Gas under the standards, methods and procedures referred to in this Agreement.
<b>Minimum Credit Rating</b>	A rating of [## INSERT] [ <i>insert applicable rating</i> ] issued by [## INSERT] [ <i>i.e. Standard &amp; Poor's</i> ] credit rating agency (or if [ <i>Standard &amp; Poor's</i> ] has ceased to exist and has not been replaced, then a reasonably equivalent credit rating agency in which event the credit ratings referred to above shall be revised to an appropriate equivalent standard).
<b>Minimum Input Volume</b>	A volume of [## INSERT] of Gas that Shipper must deliver as a minimum during each Nomination Period at the Input Point as notified by Transporter to Shipper.
<b>MMBtu</b>	One million (1,000,000) Btu.
<b>Month</b>	A period commencing on the first Day of a calendar month of the Gregorian calendar and ending on the first Day of the next calendar month of the Gregorian calendar.

<b>Monthly Statement</b>	For each Month the statement of the quantities and amounts specified in Article 0.
<b>Monthly Transportation Charges</b>	Respecting any Contract Month, the aggregate of the Nominated Quantities during that Contract Month multiplied by the Tariff.
<b>Natural Gas</b>	<p><b>ALTERNATIVE 1</b></p> <p>Gaseous hydrocarbons or a mixture of gaseous hydrocarbons and inert gases, whether wet or dry, produced from oil wells, including any by-products, and/or any residue gas remaining after the extraction of liquid hydrocarbons, including any gas from other sources.</p> <p><b>ALTERNATIVE 2</b></p> <p>Gaseous hydrocarbons or a mixture of gaseous hydrocarbons and inert gases, existing in the gaseous state or in solution in oil under reservoir conditions, including gas associated with oil, gas dissolved in oil and gas not dissolved in oil.</p> <p><b>ALTERNATIVE 3</b></p> <p>Gaseous hydrocarbons or a mixture of gaseous hydrocarbons and inert gases, which at [## INSERT] degrees [<i>insert unit of temperature</i>] [## INSERT] and at the absolute pressure of [## INSERT] [<i>insert unit of pressure</i>] is in the gaseous state, including gas from gas wells, gas produced with crude oil, and residue gas resulting from the processing of gas; but the term, when applied to Natural Gas to be delivered under this Agreement to Transporter at the Input Point, shall not include the separate constituents that Shipper may or must under this Agreement and does in fact extract or cause to be extracted upstream of the Input Point.</p> <p><b>ALTERNATIVE 4</b></p> <p>Gaseous hydrocarbons, or a mixture of gaseous hydrocarbons and inert gases, which at [## INSERT] degrees [<i>insert unit of temperature</i>] [## INSERT] and at the absolute pressure of [## INSERT] [<i>insert unit of pressure</i>] is in the gaseous state, including gas from gas wells, gas produced with crude oil and residue gas resulting from the processing of gas; but the term, when applied to Natural Gas to be delivered under this Agreement to Shipper at the Delivery Point, shall not include the separate constituents that Transporter may or must under this Agreement, and does in fact, extract or cause to be extracted upstream of the Delivery Point.</p> <p><b>ALTERNATIVE 5</b></p> <p>The total well stream produced from Shipper's field that, at the Input Point, meets the Input Specification.</p>
<b>Nominated Quantity</b>	Respecting a Nomination Period, the quantity of Gas that has been nominated or deemed nominated by Shipper under Article 16 for delivery by Transporter at the Delivery Point.

<b>Nomination and Deliveries' Procedure</b>	The procedures set out in Article 16 to nominate and deliver Gas.
<b>Nomination Period</b>	Respecting each Day during the Transportation Period, a period of [## INSERT] consecutive hours within the Day, and the first Nomination Period on a Day shall commence at [## INSERT] hours on the Day.
<b>Notice of Dispute</b>	A notice of a Dispute delivered under this Agreement.
<b>Off-Specification Input Gas</b>	Gas made available for delivery at the Input Point that does not conform to the Input Point Specification.
<b>Off-Specification Delivery Gas</b>	Gas made available for delivery at the Delivery Point that does not conform to the Delivery Point Specification.
<b>Other Shipper</b>	Any Person other than Shipper that, at the relevant time, is delivering Gas into the Pipeline and/or, as the context requires, off-taking Gas from the Pipeline.
<b>Outstanding Annual Deficiency</b>	Any Annual Deficiency respecting which Shipper has made an Annual Ship or Pay Payment that is eligible to be recovered but that has not been recovered by Shipper under Article 13.
<b>Party</b>	Shipper or Transporter individually, and " <b>Parties</b> " means Shipper and Transporter collectively.
<b>Pascal ("Pa")</b>	The pressure required to exert a force of one (1) Newton per square meter, where a Newton is the force required to accelerate a mass of one kilogram by one meter per second.
<b>Person</b>	Any individual, partnership, corporation, association, trust, Governmental Authority, or other entity.
<b>Pipeline</b>	The pipeline and associated facilities owned and operated by Transporter as further identified in Attachment 1.1.(H).
<b>PSIG</b>	A unit of pressure expressed in pounds per square inch gauge.
<b>Reasonable and Prudent Operator</b>	<p><b>ALTERNATIVE 1</b></p> <p>A Party using Reasonable Efforts to act according to applicable Industry Practices under similar circumstances.</p> <p><b>ALTERNATIVE 2</b></p> <p>A Person seeking in good faith to perform its covenants or obligations under this Agreement and in so doing and in the general conduct of its undertaking exercising that degree of skill, diligence, prudence, and foresight that would reasonably and ordinarily be expected from a skilled and experienced operator complying with all applicable laws and engaged in the same type of undertaking under the same or similar circumstances.</p>

<b>Reasonable Efforts</b>	<p>For any action required to be made, tried, or taken by a Party under this Agreement, the efforts that a prudent Person would undertake to protect its own interests, including commercial interests, taking into account the conditions affecting the action, including the amount of notice to act, recognition of the need to act, the duration and type of action, the competitive environment in which the action happens, and the projected benefit, cost, and risk to the Party required to take the action</p> <p><b>OPTION</b></p> <p>; <i>provided that</i> a Party shall not be required to expend funds more than amounts that it determines in its sole discretion to be appropriate.</p>
<b>Representative</b>	<p>As to each Party, and/or its Affiliates if applicable, the person(s) designated by the Party and/or its Affiliates to give and receive notices under this Agreement and to exercise the rights of the Party under this Agreement.</p>
<b>Reserved Capacity</b>	<p>Respecting a Day during the Transportation Period, the capacity (expressed in [## INSERT]) in the Pipeline that Transporter shall reserve, make available and provide to Shipper [, including the capacity required to receive at the Input Point, to transport and to deliver at the Delivery Point], as specified for the Day in the table set out in Attachment 1.1.(I).</p>
<b>Scheduled Maintenance</b>	<p>Concerning any of Shipper's Facilities or Transporter's Facilities the inspection, maintenance, repair, modification, or replacement of it as determined under Article 20.</p>
<b>Senior Executive</b>	<p>Any person who has authority to settle the Dispute for a Party.</p>
<b>Shipper Approvals</b>	<p>All Approvals required from any Governmental Authority of [## INSERT] concerning the development of fields, production of Natural Gas, design, construction, installation, commissioning, maintenance, repair, and operation of Shipper's Facilities.</p> <p><b>OPTION</b></p> <p>, as listed in Attachment 1.1.(J).</p>
<b>Shipper's Conditions Precedent</b>	<p>The conditions listed in Article 0.</p>
<b>Shipper's Facilities</b>	<p>The Gas delivery and reception facilities that are further identified in Attachment 1.1.(K) upstream of the Input Point and that are necessary to deliver Gas at the Input Point.</p> <p><b>OPTION</b></p> <p>and (b) downstream of the Delivery Point that are necessary to take delivery of Gas at the Delivery Point, under this Agreement.</p>



<b>Shipper's Stock Account</b>	The designated account of Shipper that records the volumes of Gas from time to time held in the Pipeline by Transporter for the account of Shipper.
<b>Signing Date</b>	The date first shown above, being the date that this Agreement is entered into between the Parties.
<b>Start Date</b>	The date set out in Article 0.
<b>Tariff</b>	The tariff applicable as determined under Article 14 and payable by Shipper to Transporter under Article 15.
<b>Tax or Taxes</b>	Any tax, charge, fee, levy, or other assessment imposed by any governmental authority, whether federal, state, local, or otherwise; including all income, withholding, windfall profits, gross receipts, business, environmental, value added, capital gain, duties, capital stock, registration, excise, ad valorem, real property, personal property, land, local development, license, sales, production, occupation, use, service, service use, transfer, payroll, employment, social security (or similar), unemployment, travel, franchise, severance, bonus, or other tax of any kind, as well as any charges and assessments (including any interest, penalties or additions to tax due to or imposed on or regarding any assessment, whether disputed or not, but excluding any royalties, over-riding royalties and like charges), and all stamp or documentary taxes and fees.
<b>Term</b>	The period defined in Article 0.
<b>Termination Date</b>	The date set out under Article 0.
<b>Third Party</b>	Any Person other than a Party.
<b>Third Party Account</b>	The account numbered [## INSERT] and held at [## INSERT] in the name of [## INSERT] or other account as the Parties may agree in writing.
<b>Third Party Claim</b>	Any claim, demand, investigation, action, suit, or other legal proceeding made or instituted by any Person, other than Shipper or Transporter.
<b>Threshold Amount</b>	means [## INSERT CONTRACT CURRENCY][## INSERT].
<b>Tie-In Agreement</b>	An agreement between the Parties relating to the tie-in of Shipper's Facilities to the Pipeline [in the form set out in Attachment 1.1.(L)].
<b>Transfer</b>	Any sale, assignment, mortgage, lien, pledge, charge, encumbrance, or other disposition by a Party of any rights or obligations derived from this Agreement, excluding any direct or indirect change in Control of a Party.

<b>Transportation Period</b>	The period beginning on the Start Date and ending on the Termination Date.
<b>Transportation Services</b>	The services to be provided by Transporter as specified in Article 0.
<b>Transporter Approvals</b>	All Approvals required from any Governmental Authority of [## INSERT] concerning the design, construction, installation, commissioning, maintenance, repair, and operation of Transporter's Facilities.
<b>Transporter's Conditions Precedent</b>	The conditions listed in Article 0. <b>OPTION</b> , as listed in Attachment 1.1.(M).
<b>Transporter's Facilities</b>	The Gas reception, transportation, and delivery facilities (including the Pipeline) as further identified in Attachment 1.1.(N) that are located between the Input Point and the Delivery Point and are necessary to transport Gas to the Delivery Point under this Agreement.
<b>Variation Notice</b>	The notice defined in Article 0.
<b>Week</b>	A period of seven (7) consecutive Days commencing on a [## INSERT].
<b>Wilful Misconduct and/or Gross Negligence</b>	Any act or failure to act (whether sole, joint, or concurrent) by any Person that was intended to cause, or that was in reckless disregard of or wanton indifference to, harmful consequences that the Person knew, or should have known, would have on the safety or property of another Person.
<b>Working Day</b>	Any Day other than a Saturday, a Sunday, or a public holiday in [## INSERT]. <b>ALTERNATIVE</b> Means any Day other than a Friday or a public holiday in [## INSERT].

## 1.2 Interpretation

Within this Agreement, including the recitals and Attachments, except where expressly provided to the contrary:

- 1.2.1 in the event of a conflict, the provisions of the main body of this Agreement prevail over the provisions of the Attachments;
- 1.2.2 in the event of a conflict, a mathematical formula describing a concept or defining a term prevails over words describing the concept or defining the term;
- 1.2.3 words denoting the singular include the plural and vice versa, unless the context requires otherwise;

- 1.2.4 words denoting individuals or persons include all types of Persons, unless the context requires otherwise;
- 1.2.5 words denoting any gender include all genders, unless the context requires otherwise;
- 1.2.6 headings in this Agreement and in the Attachments are for ease of reference only and do not affect interpretation and are of no legal effect;
- 1.2.7 references to paragraphs, recitals, Articles, and Attachments mean paragraphs of, recitals to, Articles of, and Attachments to this Agreement;
- 1.2.8 references to any other agreements or to any law, statute, rule, or regulation mean the same as amended, modified, or replaced from time to time;
- 1.2.9 references to any amount of money mean a reference to the amount in

**ALTERNATIVE 1**

US Dollars;

**ALTERNATIVE 2**

Euros;

**ALTERNATIVE 3**

[## INSERT];

- 1.2.10 references to a time and date concerning the performance of an obligation by a Party mean a time and date in [## INSERT] [*specify location e.g. time zone where the Pipeline is located*], even if the obligation is to be performed elsewhere;
- 1.2.11 references to a Party or any Person include its successors and permitted assigns;
- 1.2.12 references to any quantity of Gas mean a reference to the amount of heat energy in

**ALTERNATIVE 1**

Btu;

**ALTERNATIVE 2**

Joules;

**ALTERNATIVE 3**

[## INSERT];

- 1.2.13 references to any volume of Gas means a reference to

**ALTERNATIVE 1**

CF;

**ALTERNATIVE 2**

CM;

**ALTERNATIVE 3**

[## INSERT];

- 1.2.14 the words "**include**" and "**including**" are deemed to be qualified by a reference to "**without limitation**";
- 1.2.15 the expression "and/or" means "**any or all of**"; and
- 1.2.16 words, phrases, or expressions that are not defined in this Agreement but that have a generally accepted meaning in the practice of measurement and metering in the international businesses of production, transportation, distribution, and sale of gas have that meaning in this Agreement.

## **2. SCOPE**

### **2.1 Scope**

The purpose of this Agreement is to establish the respective rights and obligations of the Parties concerning the provision by Transporter to Shipper of Transportation Services during the Transportation Period.

### **2.2 Reserved Rights**

- 2.2.1 The Parties confirm that any activities not specifically governed by this Agreement are outside of the scope of this Agreement.

#### ***OPTION***

- 2.2.2 Despite anything to the contrary expressed or implied in this Agreement, Shipper shall retain and Transporter shall have no control over the following rights:
  - 2.2.2.1 Without prejudice to its obligations to Transporter, the right to decide the manner that Shipper conducts its operations;
  - 2.2.2.2 The right to produce Natural Gas from the Area for the payment of any royalties required to be paid in kind for production from the Area and/or for developing and operating Shipper's Facilities, including any uses incidental to the production, processing, and transportation of Natural Gas;

#### ***SUB-OPTION***

*Provided that*, where a use relates both to Shipper's Facilities and to any other purpose, including producing, processing, and transporting from any other field or reservoir outside the Area, that use shall be limited to a fair and rateable proportion of the aggregate supply of Natural Gas required for that use;

- 2.2.2.3 The right to flare, vent, and/or re-inject Natural Gas from the Area;
- 2.2.2.4 The right to process the Natural Gas from the Area before making Gas available to Transporter for the extraction of any constituents, other than methane, except the minimum amounts of methane necessarily removed from Gas or consumed in extracting the other constituents; *provided that* the quality of Gas at the Delivery Point conforms to the Delivery Point Specification;
- 2.2.2.5 The right to sell constituents extracted from the Natural Gas from the Area to Third Parties;
- 2.2.2.6 The right to add constituents to Gas to conform to the Delivery Point Specification;
- 2.2.2.7 The right to pool, combine, or unitise all or any part of Shipper's interest in the Area with interests in any other granting instruments, as may be required by applicable

Laws or to the extent necessary to enable the unitised production of Natural Gas that is naturally in communication in continuous gas phase with Natural Gas in the Area, in which event, this Agreement shall extend and apply to the interest of Shipper in the unit to the extent of Shipper's interest in the Area;

- 2.2.2.8 The right, subject always to conforming to the Delivery Point Specification, to commingle Gas with Natural Gas produced from any other fields and to substitute Natural Gas produced from fields or reservoirs outside the Area for Gas;
- 2.2.2.9 The right to arrange with Third Party transporters to transport Gas to the Input Point or from the Delivery Point, and
- 2.2.2.10 The right to request Transportation Services from other transportation companies.

***ALTERNATIVE 1 [in case options 0 and/or 0 are not chosen]***

- 2.2.2 Despite anything to the contrary expressed or implied in this Agreement, Transporter shall retain and Shipper shall have no control over the following rights:
  - 2.2.2.1 Without prejudice to its obligations to provide Transportation Services, the right to decide the manner that it conducts its physical operations; and
  - 2.2.2.2 The right to provide transportation services to other shippers.

***ALTERNATIVE 2 [in case options 0 and/or 0 are chosen]***

- 2.2.2 Despite anything to the contrary expressed or implied in this Agreement and without prejudice to its obligations to provide Transportation Services, Transporter shall have sole and absolute discretion to decide the manner that it conducts its physical operations.

***OPTION***

- 2.2.2.1 Except under Article 0, Shipper shall not obtain Transportation Services from any transportation company other than Transporter unless and to the extent that the quantity of Gas projected to be produced by Shipper and further transported under this Agreement (based on the most recent estimate of Economically Recoverable Reserves for the Area, after adjustment to take into account the amount of Natural Gas produced since the date of the estimate) would reasonably be expected to be more than the quantities of Gas that are required to allow Shipper to comply with its obligations under this Agreement.

***OPTION***

- 2.2.2.2 Except under Article 15.6.2 or Article 0, Transporter shall not provide Transportation Services to any Other Shipper unless and to the extent that the quantity of Gas projected to be produced by Shipper and further transported under this Agreement (based on the most recent estimate of Economically Recoverable Reserves for the Area, after adjustment to take into account the amount of Natural Gas produced since the date of the estimate) would reasonably be expected to be less than the quantities of Gas that are required to allow Transporter to comply with its obligations under this Agreement.

***OPTION***

- 2.2.2.3 If Shipper wishes to obtain transportation services from other companies, then before entering into any written agreement with a Third Party for that purpose (whether or not the agreement is binding), Shipper shall send Transporter notice of its intention and invite Transporter to submit an offer to provide additional transportation services. Transporter shall have [## INSERT] Days from the date of the notification to deliver to Shipper an offer to provide transportation services. If Shipper notifies Transporter that the offer presents an acceptable basis for negotiating a transportation agreement, then Shipper and Transporter shall have the next [## INSERT] Days to negotiate in good faith and agree in writing to the terms and conditions (including price) and sign a mutually acceptable transportation agreement. If Shipper finds that Transporter's offer is not an acceptable basis for negotiating a transportation agreement or if the above [## INSERT] Days elapse and Shipper in its sole discretion believes that a fully negotiated transportation agreement based on Transporter's offer is not imminent, then Shipper may for a period of [## INSERT] Days from the later of the expiration of the offer period or the expiration of the negotiation period, plus the additional period as may be necessary to secure Government Approvals, obtain the transportation services from a Third Party.

**OPTION**

- 2.2.2.4 *provided that* the price and the specified terms and conditions of any transportation services as offered by any Third Party under this Article 0 must be more favourable to Shipper than the best price at comparable terms and conditions offered by Transporter.

**OPTION**

- 2.2.2.5 If Transporter can provide additional transportation services through the Pipeline to a Third Party, then before entering into any written agreement to provide the services to a Third Party, Transporter shall send Shipper notice of its intention and invite Shipper to submit an offer to contract the transportation services in the Pipeline. Shipper shall have [## INSERT] Days from the date of the notification to deliver to Transporter an offer to contract. If Transporter notifies Shipper that the offer presents an acceptable basis for negotiating a transportation agreement, then Transporter and Shipper shall have the next [## INSERT] Days to negotiate in good faith and agree in writing to the terms and conditions (including price) and sign a mutually acceptable transportation agreement. If Transporter finds that Shipper's offer is not an acceptable basis for negotiating a transportation agreement or if the above [## INSERT] Days elapse and Transporter in its sole discretion believes that a fully negotiated transportation agreement based on Shipper's offer is not imminent, then Transporter shall be entitled for a period of [## INSERT] Days from the later of the expiration of the offer period or the expiration of the negotiation period, plus the additional period as may be necessary to secure Government Approvals, to make available the additional transportation services through the Pipeline to a Third Party.

**OPTION**

- 2.2.2.6 *provided that* the price and the specified terms and conditions of any transportation services as offered by any Third Party under this Article 0 must be more favourable to Transporter than the best price at comparable terms and conditions offered by Shipper.

### 3. CONDITIONS PRECEDENT

#### 3.1 Shipper's Conditions Precedent

Except as set out in Article 0 and Article 0, Shipper is not bound under this Agreement and the Effective Date will not have happened unless and until Shipper has obtained all Shipper Approvals.

#### 3.2 Transporter's Conditions Precedent

Except as set out in Article 0 and Article 0, Transporter is not bound under this Agreement, and the Effective Date shall not be considered to have happened, unless and until Transporter has obtained all Transporter Approvals.

#### 3.3 Satisfaction of Conditions Precedent

3.3.1 Each Party shall use Reasonable Efforts to satisfy or obtain the satisfaction of each Condition Precedent for which the Party is primarily responsible.

3.3.2 Each Party, on the request of the other Party and at the other Party's expense, shall use Reasonable Efforts to assist the other Party in satisfying each Condition Precedent for which the other Party is primarily responsible.

3.3.3 The Parties shall from time to time discuss and coordinate their plans for the satisfaction of the Conditions Precedent, and each Party shall keep the other informed on a timely basis as to progress concerning the satisfaction of the Conditions Precedent.

#### 3.4 Status of Agreement

3.4.1 Articles 1 (*Definitions and Interpretation*), 0 (*Satisfaction of Conditions Precedent*), 24 (*Indemnities*), 25 (*Governing Law and Dispute Resolution*), 26 (*Transfer*), 27 (*Confidentiality*), 28 (*Notices*) and 29 (*General*) shall come into force on the Signing Date.

3.4.2 The remaining Articles other than those listed in Article 0. shall come into force on the Effective Date.

#### 3.5 Failure to Satisfy Condition Precedent

3.5.1 If any of the Conditions Precedent have not been satisfied or waived by [## INSERT] [*insert longstop date*] or another [later] date as the Parties may agree in writing, then

##### **ALTERNATIVE 1**

the Party entitled to satisfaction of the Condition Precedent

##### **ALTERNATIVE 2**

either Party

may terminate this Agreement with immediate effect by notice to the other Party.

3.5.2 On termination of this Agreement under this Article 0, the Parties shall be discharged from any further obligations or liabilities under this Agreement, without prejudice to any rights, obligations, or liabilities that have accrued up to the date of termination

## **OPTION**

including a claim arising from a Party's failure to fulfil a Condition Precedent.

### **4. REPRESENTATIONS, WARRANTIES AND COVENANTS**

#### **4.1 Transporter's Warranties as to Authority**

##### **4.1.1 Transporter represents and warrants to Shipper that as of the Signing Date:**

4.1.1.1 Transporter is a [## INSERT] [*insert type of legal entity*] [incorporated/organised] in [## INSERT] [*insert place of incorporation/organisation*] and validly exists under the Laws of [## INSERT] [*insert place of incorporation/organisation*];

4.1.1.2 Transporter is duly qualified and in good standing in all jurisdictions required for performance under this Agreement;

4.1.1.3 Transporter has full power, authority, and legal right to own its assets and conduct its business as currently conducted and has taken all necessary [*corporate/company*] action to sign and deliver this Agreement and perform its obligations under this Agreement; and

4.1.1.4 This Agreement has been duly signed and delivered by Transporter and forms a valid and binding obligation of Transporter, enforceable against Transporter under its terms.

4.1.2 Transporter represents and warrants to Shipper that Transporter has furnished to Shipper certified resolutions, authenticated powers-of-attorney, or other corporate instruments necessary to authorise its signing, delivery, and performance of this Agreement.

#### **4.2 Shipper's Warranties as to Authority and Creditworthiness**

##### **4.2.1 Shipper represents and warrants to Transporter that as of the Signing Date:**

4.2.1.1 Shipper is a [## INSERT] [*insert type of legal entity*] [incorporated/organised] in [## INSERT] [*insert place of incorporation/organisation*] and validly exists under the Laws of [## INSERT] [*insert place of incorporation/organisation*];

4.2.1.2 Shipper is duly qualified and in good standing in all jurisdictions required for performance under this Agreement;

4.2.1.3 Shipper has full power, authority, and legal right to own its assets and conduct its business as currently conducted and has taken all necessary [*corporate/company*] action to sign and deliver this Agreement and perform its obligations under this Agreement; and

4.2.1.4 This Agreement has been duly signed and delivered by Shipper and forms a valid and binding obligation of Shipper, enforceable against Shipper under its terms.

4.2.2 Shipper represents and warrants to Transporter that Shipper has furnished to Transporter certified resolutions, authenticated powers-of-attorney, or other corporate instruments necessary to authorise its signing, delivery, and performance of this Agreement.

## **OPTION**



4.2.3 Shipper represents and warrants to Transporter that as of the Signing Date a credit rating at least equal to the Minimum Credit Rating has been issued respecting Shipper.

4.3 Transporter's Warranties as to Gas

4.3.1 Transporter represents and warrants to Shipper that as of the Signing Date:

4.3.1.1 Transporter has the right, under Transporter's Granting Instrument and applicable Laws, to provide Transportation Services under this Agreement;

**OPTION**

4.3.1.2 Transporter's Facilities are adequate to comply with this Agreement;

4.3.1.3 All Gas redelivered to Shipper under this Agreement is free from all liens, encumbrances, charges, and adverse claims arising out of or relating to Transporter's transportation of the Gas in the Pipeline;

**OPTION**

4.3.1.4 Any technical information and data that Transporter has supplied to Shipper concerning this Agreement is materially accurate and complete.

4.4 Shipper's Warranties

4.4.1 Shipper represents and warrants to Transporter that as of the Signing Date:

4.4.1.1 Shipper has the right, under Shipper's Granting Instrument, if applicable, and applicable Laws, to make available Gas at the Input Point, and pay Transporter under this Agreement;

**OPTION**

4.4.1.2 Shipper's Facilities are [designed to be, when completed,] adequate to make available Gas at the Input Point and take delivery of Gas at the Delivery Point under this Agreement; and

**OPTION**

4.4.1.3 Shipper has and will have good title to all Gas delivered to Transporter at the Input Point under this Agreement and the Gas is free from all liens, encumbrances, charges, and adverse claims whatsoever.

4.5 Additional Representations and Warranties

4.5.1 Except as set out in Attachment 0, each Party represents and warrants to the other that as of the Signing Date:

4.5.1.1 neither the Party, nor any of the Party's Affiliates or Representatives have made, offered, or authorised, regarding the matters that are the subject of this Agreement, any payment, gift, promise, or other advantage, whether directly or through any other Person, to or for the use or benefit of any public official (e.g. any person holding a legislative, administrative, or judicial office, including any person employed by or acting for a public agency, public enterprise, or public international organisation) or any political party or political party official or candidate for office, where the payment, gift, promise, or advantage would violate:

- (a) the applicable Laws of [## INSERT] *[insert name of host country]*;
- (b) the Laws of the country of formation of the Party or the Party's ultimate parent company or of the principal place of business of the ultimate parent company; or
- (c) the principles described in

**ALTERNATIVE 1**

the "*Convention on Combating Bribery of Foreign Public Officials in International Business Transactions*", signed in Paris on December 17, 1997, which entered into force on February 15, 1999, and the Convention's Commentaries.

**ALTERNATIVE 2**

the United States Foreign Corrupt Practices Act of 1977.

**OPTION**

- 4.5.1.2 the signing and delivery of this Agreement by the Party does not and the performance of this Agreement will not:

- (a) violate any provision of its governing documents or any Laws presently in effect applicable to it or its properties or assets;
- (b) result in a breach of or be a default under any credit agreement or other agreement or instrument to or by which it or its properties or assets may be presently bound or affected; or
- (c) result in or require the creation or imposition of any encumbrance upon or of any of its properties or assets under any credit agreement, other agreement, or instrument;

**OPTION**

- 4.5.1.3 there are no suits, judicial, or administrative actions, proceedings, or investigations (including bankruptcy, reorganisation, insolvency, or similar actions, proceedings, or investigations) pending or, to its knowledge, threatened against it before any court or by or before any Governmental Authority that, if decided adversely to its interest, could materially adversely affect its ability to perform its obligations under this Agreement; and

**OPTION**

- 4.5.1.4 all Government Approvals and all other consents, approvals, or permissions of, and notifications or filings with, any Person necessary for the Party's valid signing, delivery, and performance of this Agreement have been obtained, are in full force and effect, and are final and not subject to appeal.

4.6 Duration of Representations and Warranties

Each representation and warranty shall be true and accurate in all material respects when made and shall remain actionable

**ALTERNATIVE 1**

for [## INSERT] calendar years from the date made.

**ALTERNATIVE 2**

for the duration of this Agreement [plus [## INSERT] calendar years.

**ALTERNATIVE 3**

for the period of the applicable statute of limitations under the Laws of the jurisdiction chosen under Article 0.

**4.7 Disclaimer of Other Representations and Warranties**

To the full extent permitted by applicable Law, except as expressly stated in this Agreement, the Parties make no other representation or warranty, written or oral, express or implied, including any representation or warranty for merchantability, conformity to samples, or fitness for any particular purpose.

**4.8 Transporter's Covenants**

- 4.8.1 Transporter covenants with Shipper that, at no cost to Shipper, Transporter shall notify Shipper as soon as reasonably possible if any of the Transporter Approvals are not granted, lapse and are not renewed, or are cancelled or terminated or if any proceeding is initiated concerning any of the Transporter Approvals;

**OPTION**

- 4.8.2 Transporter shall proceed with the expansion of the Pipeline, a copy of which technical specifications is attached as Attachment 4.8.2, including constructing, installing, testing, commissioning, and operating Transporter's Facilities to perform Transporter's obligations under this Agreement and the transactions contemplated by this Agreement.

**4.9 Shipper's Covenants**

- 4.9.1 Shipper covenants with Transporter that at no cost to Transporter Shipper shall:
- 4.9.1.1 Use Reasonable Efforts to obtain all Shipper Approvals to enable Shipper to make Gas available at the Input Point under this Agreement, to operate, maintain, repair, or replace Shipper's Facilities under Industry Practices, and to perform Shipper's obligations under this Agreement and the transactions contemplated by this Agreement;
- 4.9.1.2 Notify Transporter as soon as reasonably possible if any of the Shipper Approvals are not granted, lapse and are not renewed, or are cancelled or terminated or if any proceeding is initiated concerning any of the Shipper Approvals;

**OPTION**

- 4.9.1.3 Maintain Shipper's Minimum Credit Rating and/or security for payment and performance specified in Article 0;

**OPTION**

- 4.9.2 If at any time during the Term Shipper's credit rating is revised to be below the Minimum Credit Rating, then Shipper shall within [## INSERT] Days provide to Transporter evidence of Shipper's creditworthiness and financial ability to fulfil its obligations under this Agreement in the form of:

- 4.9.2.1 A guarantee or standby letter of credit issued by a bank;
- 4.9.2.2 An on-demand bond issued by a surety corporation;
- 4.9.2.3 A corporate or government guarantee; or
- 4.9.2.4 The other financial security as is agreed by Shipper and Transporter,  
in an amount not less than [## INSERT][*insert currency and amount*]; *provided that* any bank, surety, or corporation issuing the guarantee, standby letter of credit, bond, or other security (as applicable) has a Minimum Credit Rating. If Shipper fails to provide evidence of creditworthiness when required under this Article 0, then Transporter may at Transporter's election, on giving Shipper not less than [## INSERT] Days notice of its intention so to do, suspend the delivery of Gas to Shipper until Shipper provides the evidence of creditworthiness, and/or terminate this Agreement.

#### 4.10 Mutual Covenants

Each Party covenants to the other that:

- 4.10.1 the Party will comply with all applicable Laws governing or relating to its performance under this Agreement.
- 4.10.2 the Party will maintain its existence and good standing and its qualifications to do business in all jurisdictions where performance under this Agreement is required.
- 4.10.3 the Party will maintain its corporate authority to perform its obligations under this Agreement.
- 4.10.4 neither the Party, nor the Party's Affiliates or Representatives will make, offer, or authorise regarding the matters that are the subject of this Agreement, any payment, gift, promise, or other advantage, whether directly or through any other Person, to or for the use or benefit of any public official (e.g., any person holding a legislative, administrative, or judicial office, including any person employed by or acting for a public agency, public enterprise or public international organisation) or any political party or political party official or candidate for office, where the payment, gift, promise, or advantage would violate:
  - 4.10.4.1 the applicable Laws of [## INSERT] [*insert name of host country*];
  - 4.10.4.2 the Laws of the country of formation of the Party or the Party's ultimate parent company or of the principal place of business of the ultimate parent company; or
  - 4.10.4.3 the principles described in  
**ALTERNATIVE 1**  
the "*Convention on Combating Bribery of Foreign Public Officials in International Business Transactions*", signed in Paris on December 17, 1997, which entered into force on February 15, 1999, and the Convention's Commentaries.  
**ALTERNATIVE 2**  
the United States Foreign Corrupt Practices Act of 1977.
- 4.10.5 The Party will maintain adequate internal controls, properly record and report all transactions, and comply with the Laws applicable to the Party. Each Party must rely

on the other Party's system of internal controls, and on the adequacy of full disclosure of the facts, and of financial and other data about the deliveries of Gas under this Agreement. No Party is in any way authorised to take any action for another Party that would result in an inadequate or inaccurate recording and reporting of assets, liabilities, or any transaction or that would put the Party in violation of its obligations under the Laws applicable to the operations under this Agreement.

- 4.10.6 The Party will on request of the other Party provide evidence of its compliance with the covenants within a reasonable period of time.

**OPTION**

- 4.11 Repetition of Representations and Warranties

The representations, warranties, and covenants given at the Signing Date by either Party shall be deemed to be repeated immediately before the Effective Date by reference to the circumstances subsisting at that time.

**5. TERM, START DATE AND CONDITIONS**

- 5.1 Term

The Term shall begin on the Effective Date and shall, subject to the provisions of this Agreement, end on the Termination Date.

- 5.2 The Start Date

The Start Date shall be the [## INSERT DATE]

- 5.3 Extension of Transportation Period

The Transportation Period may be extended by the Parties on terms and conditions that are agreed in writing by the Parties.

- 5.4 Termination Date

The Termination Date shall be the first to happen of the following:

- 5.4.1 The date agreed in writing by the Parties terminating this Agreement; or  
5.4.2 The Day specified in a notice of early termination under Article 0; or

**ALTERNATIVE 1**

- 5.4.1 The Day after the date that Shipper shall have made available at the Input Point and Shipper shall have taken at the Delivery Point [the minimum volumes under this Agreement] [## INSERT VOLUME AND VOLUME UNIT].

**ALTERNATIVE 2**

- 5.4.1 The [## INSERT] anniversary of the Start Date.

**OPTION**

- 5.4.2 The date that a volume of [## INSERT VOLUME] [## INSERT UNIT] of Gas has been tendered for delivery by or for Shipper at the Input Point for Transportation to the Delivery Point under this Agreement.

- 5.5 Early Termination

- 5.5.1 Either Party shall have the right exercisable for [## INSERT] Days from the occurrence of any of the following events to give to the other Party a notice of early termination of this Agreement:
- 5.5.1.1 A prolonged Force Majeure Event under Article 0; or
- 5.5.1.2 The other Party fails or refuses to perform any of its obligations under this Agreement, which failure or refusal forms a material breach of this Agreement and is not remedied or cured within a period of [## INSERT][e.g. *ninety (90)*] Days or within a longer period as is reasonably required to effect the remedy or cure; or
- 5.5.1.3 The other Party voluntarily commences any proceeding or files any petition seeking its liquidation, reorganisation, dissolution, winding up, composition, or other relief under any bankruptcy, insolvency, receivership, or similar Laws applicable to the Party or consents to the commencement of any proceeding or the filing of any petition against it under any similar Law; or
- 5.5.1.4 The other Party makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts generally as they become due; or
- 5.5.1.5 The other Party consents to the appointment of a receiver, trustee, or liquidator over the other Party or any part of the other Party's Facilities; or
- 5.5.1.6 A Third Party files a petition seeking the liquidation, reorganisation, dissolution, winding-up, composition, or other relief for the other Party under the provisions of any bankruptcy, insolvency, receivership, or similar Laws applicable to the Party, and the petition is not dismissed within [## INSERT][e.g. *sixty (60)*] Days after the filing; or
- 5.5.1.7 A court of competent jurisdiction enters an order or decree appointing a receiver, liquidator, or trustee for the other Party or any of the other Party's Facilities and the receiver, liquidator, or trustee is not discharged within [## INSERT] [e.g. *sixty (60)*] Days after the date of the order or decree; or
- 5.5.1.8 A court of competent jurisdiction enters an order or decree adjudicating the other Party to be bankrupt or insolvent, and the order or decree is not stayed or discharged within [## INSERT] [e.g. *sixty (60)*] Days after the date of the order or decree.
- 5.5.2 For [## INSERT] Days after the occurrence of any of the following events Transporter may give to Shipper a notice of early termination of this Agreement:
- 5.5.2.1 Shipper fails for any reason to cure any late payment, as specified in Article 15.6.2; or
- OPTION**
- 5.5.2.2 Shipper fails for any reason to make available at the Input Point at least [## INSERT] percent (\_\_\_%) of the [## INSERT] for [## INSERT] consecutive Contract Years.
- OPTION**
- 5.5.2.3 Shipper makes a Transfer, or if applicable has a change of Control, without satisfying the requirements of Article 26 and Transporter, as the non-transferring Party, exercises its right to terminate this Agreement under Article 0.

- 5.5.3 For [## INSERT] Days after the occurrence of any of the following events, Shipper may give to Transporter a notice of early termination of this Agreement:

**OPTION**

- 5.5.3.1 Transporter fails for any reason to transport at least [## INSERT] percent (\_\_\_%) of the [## INSERT] for [## INSERT] consecutive Contract Years.

**OPTION**

- 5.5.3.2 Transporter makes a Transfer, or if applicable has a change of Control, without satisfying the requirements of Article 26 and Shipper, as the non-transferring Party, exercises its right to terminate this Agreement under Article 0.

- 5.5.4 Without prejudice to any of its other rights in this Agreement, the Party giving the notice of early termination under this Article 0 shall specify the basis for early termination and a Termination Date not less than [## INSERT][e.g. thirty (30)] Days after the date of the notice of early termination. Unless, before the specified Termination Date, the Party receiving the notice of early termination remedies or cures the specified basis for early termination or disputes the early termination and initiates resolution of the Dispute under Article 25, this Agreement shall end on the designated Termination Date.

- 5.5.5 Without prejudice to Transporter's rights under Article 0, Transporter may suspend its obligations to provide Transportation Services under this Agreement with immediate effect by giving Shipper a notice of early termination under this Article 0.

**OPTION**

- 5.5.6 Shipper may suspend its obligations to ship or pay for the provision of Transportation Services under this Agreement with immediate effect by giving Transporter a notice of early termination under this Article 0; provided that Shipper shall remain liable for paying the Tariff applicable upon the period before the suspension and/or termination under this Agreement.

**5.6 Anti Bribery And Anti-Corruption Clauses**

In the event that this contract was procured, facilitated, awarded and/or otherwise generated through corrupt or other improper practices, in whole or in part, it will be deemed to be void ab initio.

**5.7 Effect of Termination**

The termination of this Agreement shall be without prejudice to any rights, obligations, and remedies arising out of or concerning this Agreement that have vested, matured, or accrued to any Party before the date of the termination. Despite the preceding sentences the provisions of Article 1 (Definitions and Interpretation), Article 24 (Indemnities), Article 25 (Governing Law and Dispute Resolution), Article 26 (Transfer), Article 27 (Confidentiality), Article 28 (Notices), and Article 29 (General) shall remain in effect until all rights, obligations, and remedies have been finally extinguished, and all Disputes, including any financial audits carried out under this Agreement, have been finally resolved.

**6. TRANSPORTER'S OBLIGATIONS**

**6.1 Provision of the Transportation Services**

During each Day of the Transportation Period, Transporter, acting as a Reasonable and Prudent Operator shall, on and subject to the terms of this Agreement:

- 6.1.1 Receive and take delivery of the volumes of Gas delivered by Shipper at the Input Point under this Agreement not exceeding the Reserved Capacity for that Day.

**OPTION**

, at a flow rate not exceeding the Maximum Instantaneous Rate.

**OPTION**

, *provided that* the **Minimum Input Volume** agreed upon is delivered by Shipper.

**OPTION**

, *provided that* Transporter shall not be obliged to do so where, in Transporter's reasonable opinion, the safe operating pressure of the Pipeline might thereby be adversely affected.

**OPTION**

*provided that* Transporter shall not be bound to do so where, in Transporter's reasonable opinion, the aggregate of all the Minimum Input Volumes of Shipper and Other Shipper(s) on the system [as set out and under the rules established in Attachment 6.1.1] does not equal the minimum required turndown of Transporter's Facilities.

**OPTION**

- 6.1.2 Carry out the treatment and processing (if any) as may be necessary to enable the Gas to meet the Delivery Point Specification;
- 6.1.3 Transport the Gas through the Pipeline and deliver to Shipper at the Delivery Point the volumes of Gas from the Shipper's Stock Account as are required to meet each Nominated Quantity for that Day, if the aggregate of the Nominated Quantities for a Day does not exceed the Reserved Capacity for that Day (*provided that* Transporter shall not be required to deliver the volumes of Gas if the delivery would result in the Shipper's Stock Account having a balance of less than zero);
- 6.1.4 Deliver Gas to Shipper at the Delivery Point at a reasonably even rate over the whole of each Nomination Period;
- 6.1.5 Make Gas available to Shipper at the Delivery Point so that Shipper may, during any [## INSERT] periods only of [## INSERT] consecutive hours during that Day, take delivery of Gas at a rate up to, but not exceeding, the Maximum Instantaneous Rate ;

**OPTION**

- 6.1.6 Upon request by Shipper, use Reasonable Efforts to deliver to Shipper at the Delivery Point any volumes of Gas more than any Nominated Quantity (*provided that* Transporter shall not be required to deliver the volumes of Gas if the delivery would result in Shipper's Stock Account having a balance of less than zero); and
- 6.1.7 Maintain Shipper's Stock Account

**OPTION**



- 6.1.8 Subject to the payment by Shipper of the Tariff [and other charges] due and payable for the services under the terms of this Agreement.

## **7. FACILITIES**

### **7.1 Transporter's Facilities**

- 7.1.1 Transporter shall, at no cost to Shipper and acting as a Reasonable and Prudent Operator, operate, maintain, repair and, if applicable, replace Transporter's Facilities, in a manner that will enable Transporter to comply with its obligations under this Agreement.

#### ***OPTION***

- 7.1.1.1 A copy of the design plan and safety rules and procedures of Transporter's Facilities as of the Signing Date is attached as Attachment 7.1.1.

#### ***ALTERNATIVE***

A copy of the design plan and safety rules and procedures of Transporter's Facilities as of the Signing Date is attached as Attachment 7.1.1. Transporter may make alterations to the design plan and safety rules and procedures of Transporter's Facilities as long as neither the Transportation Services nor its obligations under this Agreement are affected.

#### ***OPTION***

- 7.1.1.2 Transporter shall keep Transporter's Facilities compatible with Shipper's Facilities, and will act as a Reasonable and Prudent Operator in implementing changes requested by Shipper to ensure the safety of Facilities.

#### ***OPTION***

- 7.1.1.3 Transporter shall advise Shipper of the health and safety policies concerning the Transporter's Facilities and shall provide Shipper with all relevant information relating to the health and safety policies concerning Transporter's Facilities and copies of the same if requested by Shipper.

### **7.2 Shipper's Facilities**

#### ***OPTION***

- 7.2.1 Shipper shall, at no cost to Transporter and acting as a Reasonable and Prudent Operator, operate, maintain, repair and, if applicable, replace Shipper's Facilities, in a manner that will enable Shipper to comply with its obligations under this Agreement.

#### ***OPTION***

- 7.2.2 Shipper shall advise Transporter of the health and safety policies concerning the Shipper's Facilities and shall provide Transporter with all relevant information relating to the health and safety policies concerning Shipper's Facilities and copies of the same if requested by Transporter.

#### ***OPTION***

- 7.2.3 A copy of the design plan and safety rules and procedures of Shipper's Facilities as of the Signing Date is attached as Attachment 7.2.3.

## **ALTERNATIVE**

A copy of the design plan and safety rules and procedures of Shipper's Facilities as of the Signing Date is attached as Attachment 7.2.3. Shipper may make alterations to the design plan, safety rules, and procedures of Shipper's Facilities as long as neither the Transportation Services nor its obligations under this Agreement will be affected.

## **OPTION**

- 7.2.4 Shipper shall keep Shipper's Facilities compatible with Transporter's Facilities, and will act as a Reasonable and Prudent Operator in implementing changes requested by Transporter to ensure the safety of Facilities.

### **7.3 Design and Standards**

The Parties shall at all times use standards that are no less stringent than Industry Practices in the design, construction, installation, testing, commissioning, operation, maintenance, repair, and replacement of their respective Facilities.

### **7.4 Facility Interconnections**

The Parties shall coordinate the design and construction of their respective Facilities as necessary to complete, interconnect, and start up their respective Facilities in a timely manner as required under this Agreement; *provided that* neither Party shall have the right to enter on the other Party's Facilities' site or to work on the other Party's Facilities until the Parties enter into a detailed arrangement to provide in particular access, authorise work, coordinate timing of performance, and allocate liability.

### **7.5 Access to facilities**

- 7.5.1 If Transporter has failed to deliver to Shipper at the Delivery Point a quantity of Gas equal to the Nominated Quantity for a Nomination Period (whether Article 17 or Article 21 shall apply respecting the failure), then (subject to Article 0) Transporter shall immediately upon receipt of notice given by Shipper give or obtain as far as it is reasonably able to access to Transporter's Facilities for a reasonable number of representatives of Shipper to examine the circumstances of Transporter's failure to so deliver Gas.
- 7.5.2 If Shipper cannot deliver Gas at the Input Point and/or to take delivery of Gas at the Delivery Point and has sought relief under Article 21 respecting the inability, then (subject to Article 0) Shipper shall immediately upon receipt of notice given by Transporter give or obtain (as far as it is reasonably able to) access to Shipper's Facilities for a reasonable number of representatives of Transporter to examine the circumstances of Shipper's inability to deliver and/or to take delivery of Gas.
- 7.5.3 Shipper's rights and interests under Article 0 and Transporter's rights and interests under Article 0 shall not apply where, respecting Transporter's failure to deliver Gas or Shipper's inability to deliver and/or to take delivery of Gas, the Party to whose facilities access is being sought has sought relief under Article 21 and the grounds for relief do not relate in whole or in large part to Transporter's Facilities (respecting Shipper's rights and interests under Article 0) or to Shipper's Facilities (respecting Transporter's rights and interests under Article 0).

- 7.5.4 A Party shall immediately upon the receipt of a notice given by the other Party give or obtain (as far as it is reasonably able to) access to Shipper's Facilities (in the case of Shipper) or to Transporter's Facilities (in the case of Transporter) for a reasonable number of representatives of that other Party to examine and confirm that:
- 7.5.4.1 a Party is complying with its covenants or obligations under any of Articles 0 or 0; or
- 7.5.4.2 Scheduled Maintenance is being or has been performed under an applicable Maintenance Notification.
- 7.5.5 The rights, interests, covenants and obligations of the Parties under this Article 0 are without prejudice to the rights, interests, covenants and obligations of the Parties respecting attendance at any verification of the Measuring Equipment.
- 7.5.6 The exercise by a Party of a right of access to any facilities under this Article 0 shall be at the sole risk and expense of the Party exercising the right of access.

**7.6 New input points and delivery points**

Shipper may at any time during the Transportation Period request additional and/or alternative points for the delivery of Gas for transportation in the Pipeline or for the taking of delivery of Gas transported in the Pipeline under this Agreement and any additional or alternative points shall from then on become Input Points and/or Delivery Points (as appropriate). The cost of designing, constructing, installing, commissioning, maintaining, repairing and operating the facilities at the additional and/or alternative Input Points and/ or Delivery Points (as appropriate) shall be agreed in writing between Shipper and Transporter.

**8. FUEL GAS**

**8.1 Provision of Fuel Gas**

- 8.1.1 During the Transportation Period Shipper shall in response to any notice given by Transporter in request therefore use Reasonable Efforts to deliver Fuel Gas to Transporter at the Input Point.
- 8.1.2 No Tariff shall be payable by Shipper respecting any quantities of Fuel Gas delivered by Shipper under this Article 8.
- 8.1.3 Title to all quantities of Fuel Gas delivered by Shipper under this Article 8 shall pass to Transporter when Transporter takes delivery of the quantities of Fuel Gas at the Input Point.

**8.2 Fuel Gas Price**

All quantities of Fuel Gas delivered by Shipper under this Article 8 shall be paid for by Transporter at the Fuel Gas Price.

**8.3 Payment for Fuel Gas**

Payment by Transporter to Shipper for all quantities of Fuel Gas delivered by Shipper under this Article 8 shall be made under Article 15.

**8.4 Fuel Gas consequences**

Any quantities of Fuel Gas delivered by Shipper under this Article 8 shall not count toward satisfaction of Shipper's obligation to deliver the Annual Ship or Pay Quantity under Article 12.

## **9. CAPACITY RESERVATION**

### **9.1 Capacity reservation**

- 9.1.1 During the Transportation Period Transporter shall provide Transportation Services to Shipper under the Reserved Capacity.

#### ***OPTION***

- 9.1.2 During the Transportation Period Transporter shall on each Day in each Contract Year reserve, make available and provide to Shipper the Reserved Capacity.

### **9.2 Use of Reserved Capacity**

- 9.2.1 Except as provided in Article 0, Transporter will be able to transport Shipper's Gas from to Input Point to the Delivery Point under the Reserved Capacity.
- 9.2.2 If on any Day any portion of the Reserved Capacity is not utilised by Shipper Transporter may offer the Reserved Capacity to any Other Shipper, subject to Transporter being able to comply at all times with its obligations towards Shipper under this Agreement.

### **9.3 Reserved Capacity reduction**

#### ***ALTERNATIVE 1***

- 9.3.1 Shipper may at any time without penalty reduce the Reserved Capacity applicable at any time afterwards by giving a notice to Transporter (a Capacity Reduction Notice) specifying the Reserved Capacity that shall be in force once that reduction of the Reserved Capacity becomes effective.

#### ***ALTERNATIVE 2***

Shipper may at any time request Transporter to reduce the Reserved Capacity applicable at any time afterwards by giving a notice to Transporter (a Capacity Reduction Notice) specifying the Reserved Capacity that Shipper requests be in force once that reduction of the Reserved Capacity becomes effective.

#### ***OPTION FOR ALTERNATIVE 2***

- 9.3.1.1 Transporter will not unreasonably withhold its consent for the reduction.

#### ***OPTION FOR ALTERNATIVE 2***

- 9.3.1.2 Transporter shall decide, under its own criteria, whether to accept or reject the request.

#### ***OPTION FOR ALTERNATIVE 2***

- 9.3.1.3 Transporter shall offer to [Third Parties][Other Shipper] the Reserved Capacity that Shipper wishes to reduce, and it will then accept the reduction of the Reserved Capacity under the capacity volumes later reserved by the [Third Parties][Other Shipper].

- 9.3.2 Unless otherwise agreed in writing between the Parties:

- 9.3.2.1 each Capacity Reduction Notice shall specify the date that the notice shall become effective, the date to be not less than [## INSERT] months from the date that the notice is given; and

- 9.3.2.2 no Capacity Reduction Notice may become effective until after the expiration of [## INSERT] months from the Start Date.
- 9.3.3 The amount of capacity in the Pipeline by which the Reserved Capacity is reduced under any Capacity Reduction Notice shall be the Freed Capacity.
- 9.3.4 Unless otherwise agreed in writing between the Parties, Shipper may not revoke a Capacity Reduction Notice after it is accepted by Transporter and may not later increase the Reserved Capacity.
- 9.3.5 If Shipper so requests within a period of [## INSERT] Days following receipt by Transporter of any Capacity Reduction Notice, to the extent permitted by applicable Law Transporter shall make the Freed Capacity available to the Third Party as Shipper may nominate in writing for the transportation of Gas through the Pipeline.
- 9.3.6 Upon the date that a Capacity Reduction Notice has become effective under this Article 0 Shipper shall be released from and shall have no obligations or liabilities to Transporter under this Agreement or otherwise respecting the Freed Capacity.
- 9.4 Restriction on release of Reserved Capacity

**ALTERNATIVE 1**

Without prejudice to Article 0 and Article 0, Shipper shall not release, sell, or transfer all or any part of the Reserved Capacity to any Third Party without Transporter's prior written consent (the consent not to be unreasonably withheld).

**ALTERNATIVE 2**

- 9.4.1 Without prejudice to Article 0 and Article 0, Shipper shall not release, sell, or transfer all or any part of the Reserved Capacity to any Third Party, unless the Third Party is Other Shipper.
- 9.4.2 In case Shipper intends to release, sell, or transfer all or any part of the Reserved Capacity to a Third Party that is not Other Shipper, it shall agree with Transporter the schedule and procedure to follow to technically prepare the Third Party, including but not limited to testing its preparedness, to become Other Shipper.

**OPTION FOR ALTERNATIVE 2**

- 9.4.3 The Parties will use Reasonable Efforts to assist a Third Party to become Other Shipper as soon as is practicable, within a time framework of [## INSERT] weeks.
- 9.5 Capacity reductions and priorities
- If at any time during the Transportation Period the capacity in all or any part of the Pipeline is reduced or if Transporter has insufficient quantities of Gas to deliver a Nominated Quantity, then Transporter shall reduce the capacity and/or the deliveries for Shipper and for any Other Shipper whose Gas is transported through the affected part of the Pipeline in the following order of priority:
- 9.5.1 Firstly, any capacity that is interruptible - and related deliveries - shall be reduced to the extent required;
- 9.5.2 Secondly, if the interruptible capacity is reduced to zero, any capacity utilised in the Pipeline more than Shipper's Reserved Capacity and any Other Shipper's reserved capacity - and related deliveries - shall be reduced to the extent required;

- 9.5.3 Thirdly, if the excess capacity is reduced to zero and the capacity reduction happens because of the act or omission of Shipper and/or of any Other Shipper then Shipper's Reserved Capacity and/or any Other Shipper's reserved capacity - and related deliveries - shall be reduced accordingly to the extent required; and
- 9.5.4 Fourthly, if the reduced capacities are reduced to zero then Shipper's Reserved Capacity and any Other Shipper's reserved capacity - and related deliveries - shall be reduced to the extent required on a pro-rata basis by reference to Shipper's Reserved Capacity and any Other Shipper's reserved capacity.

Shipper may within [## INSERT] Days of the allocation of capacity or deliveries made by Transporter under Article 0 requests a verification (to be performed by an independent auditor appointed by and at Shipper's expense) of the allocation, whereupon Transporter shall make available the information as the auditor may reasonably require to verify that the allocation has been properly made.

## **10. TITLE AND RISK**

### **10.1 Transfer of title**

Title to all quantities of Gas to be transported under this Agreement shall remain with Shipper whilst the Gas is within the Pipeline.

### **10.2 Transfer of custody and risk**

Custody of and the risk of loss of all quantities of Gas to be transported under this Agreement shall pass from Shipper to Transporter at the Input Point and shall pass from Transporter to Shipper at the Delivery Point.

## **11. TAXES**

### **11.1 Shipper's liability to Taxes**

Shipper shall (subject to Article 0) pay or obtain the payment of all Taxes arising upstream of the Input Point and downstream of the Delivery Point and shall indemnify Transporter against any liability that Transporter incurs respecting the Taxes.

### **11.2 Transporter's liability to Taxes**

Transporter shall (subject to Article 0) pay or obtain the payment of all Taxes arising respecting the Pipeline (including at the Input Point and at the Delivery Point) and shall indemnify Shipper against any liability that Shipper incurs respecting the Taxes.

### **11.3 Goods and services tax**

- 11.3.1 Shipper shall be liable to pay goods and services tax that is levied by the [## INSERT] Governmental Authority on the Tariff and otherwise respecting the provision of the Transportation Services by Transporter.

- 11.3.2 Transporter shall be liable to pay goods and services tax that is levied by the [## INSERT] Governmental Authority on payments made for Fuel Gas and any other amounts payable by Transporter to Shipper under this Agreement.

## **12. SHIP OR PAY**

### **12.1 Shipper's obligation**

Shipper shall comply with the Nomination and Deliveries' Procedure, shall pay the Monthly Transportation Charges, and shall pay, if any, the Annual Ship or Pay Payment.

12.2 The Adjusted Annual Reserved Capacity

12.2.1 Respecting each Contract Year the **Adjusted Annual Reserved Capacity** shall (subject to Article 0) be the Annual Reserved Capacity for that Contract Year after the deduction of the aggregate (without double counting) of the following quantities of Gas arising respecting that Contract Year:

12.2.1.1 Any quantity of Lost Gas;

12.2.1.2 Any quantity of Gas not delivered by Shipper at the Input Point because of a Force Majeure Event affecting Shipper (to the extent permitted under Article 21);

12.2.1.3 Any quantity of Gas not delivered by Transporter at the Delivery Point because of a Force Majeure Event affecting Transporter (to the extent permitted under Article 21); and

12.2.1.4 Any quantity of Gas not transported in the Pipeline respecting a Maintenance Day to the extent of the Maintenance RC Reduction applicable to the Maintenance Day.

12.2.2 The Adjusted Annual Reserved Capacity respecting each Contract Year shall never be less than zero.

12.3 The Annual Deficiency

12.3.1 If respecting any Contract Year the aggregate of Nominated Quantities is below the Annual Ship or Pay Quantity for that Contract Year, then Shipper shall pay to Transporter the Annual Ship or Pay Payment respecting the Annual Deficiency.

12.3.2 Any Annual Ship or Pay Payment shall be due and payable by Shipper to Transporter under Article 15 in the Contract Year following the Contract Year in which the Annual Deficiency arose.

**13. MAKE UP [AND CARRY FORWARD] GAS TRANSPORT**

13.1 Entitlement to Make Up Gas Transport

13.1.1 If in any Contract Year there exists an Outstanding Annual Deficiency from the preceding Contract Year and (subject to this Article 13) when in the Contract Year the aggregate of Nominated Quantities for which Shipper has paid Tariff upon is equal to the Annual Ship or Pay Quantity for that Contract Year, then Shipper may from then on receive from Transporter the provision of the Transportation Services for the remainder of that Contract Year at a Tariff that shall equal zero respecting a quantity of Gas equal to the Outstanding Annual Deficiency.

13.1.2 If upon the expiry of a Contract Year any Outstanding Annual Deficiency from the preceding Contract Year has not been fully recovered by Shipper under Article 0, the Outstanding Annual Deficiency shall expire, and Shipper shall have no further right of recovery and Transporter shall have no further obligation respecting the Outstanding Annual Deficiency.

**ALTERNATIVE**

In case an Outstanding Annual Deficiency is not recovered after *[number]* Contract Years under Article 0, the Outstanding Annual Deficiency shall expire, and Shipper shall have no further right of recovery and Transporter shall have no further obligation respecting the Outstanding Annual Deficiency.

**OPTION**

**13.2 Carry Forward**

Shipper shall be entitled to a Gas quantity credit equivalent to the Nominated Quantities for which it has paid Tariff upon more than the Annual Ship or Pay Quantity for a Contract Year, that Shipper may use in any future Contract Year, until the *[[[ INSERT ]]* anniversary of the Contract Year during which the Gas quantity credit has been produced, to reduce the Annual Deficiency.

**14. TARIFF**

**14.1 Determination of the Tariff**

14.1.1 The Tariff is expressed in *[[[ INSERT ]]* per *[[[ INSERT ]]* of Gas and shall be determined by Transporter respecting each Contract Year under this Article 14.

14.1.2 The Tariff respecting each Contract Year (T) shall be determined as follows:

$$T = T_1 \times \text{Index 1} (\times \text{Index 2}) (\times \text{Index 3})$$

Where:

T is the updated Tariff for each Contract Year,

T<sub>1</sub> is the Tariff at *[insert appropriate month and Day]*.

14.1.3 Not later than the last Day of each month of *[[[ INSERT ]]* during the Transportation Period (where each the month of *[[[ INSERT ]]* is called the **Adjustment Month**):

14.1.3.1 The Tariff shall be determined by Transporter under Article 0 for the then current Contract Year to be effective from the first Day of the Adjustment Month until the last Day of the Contract Year in which the Adjustment Month falls; and

14.1.3.2 Transporter shall give notice to Shipper of the Tariff so determined under Article 0.

14.1.4 If any of the published values or prices used to determine the Index includes any Taxes then the effect of the Taxes shall be removed from the value or price before the value or price is used in determining the Index.

14.1.5 Where the first Contract Year commences on or after the last Day of *[[[ INSERT ]]* then the Tariff for that first Contract Year shall be fixed at *[[[ INSERT CONTRACT CURRENCY ]]* *[[[ INSERT ]]* per *[[[ INSERT ]]* of Gas.

**14.2 Availability of information**

14.2.1 If at any time during the Transportation Period a source of information used to determine the Index or the Index itself becomes unavailable or inappropriate then the Parties shall immediately meet and in good faith discuss and try to agree in writing upon a suitable alternative replacement for the source of information or for the Index.



- 14.2.2 If the Parties are unable to so agree upon a suitable alternative replacement for the source of information or for the Index then either Party may refer the matter to an Expert for determination under Article 0.

**OPTION**

14.3 Tariff equivalence

If at any time during the Transportation Period Transporter agrees to a tariff with any Other Shipper that is lower than the Tariff, then, for each Day that the lower tariff is in effect, Transporter shall ensure that Shipper also receives the benefit of the lower tariff under this Agreement and under any other agreement that Shipper is party to with Transporter for the transportation of Gas in the Pipeline.

**15. INVOICING AND PAYMENT**

15.1 The Monthly Statement

Transporter shall prepare and shall give to Shipper, not later than the [## INSERT] Day after the end of each Contract Month, a statement (the **Monthly Statement**) showing the following information regarding the preceding Contract Month:

- 15.1.1 The applicable Tariff;
  - 15.1.2 The Nominated Quantity for each Nomination Period;
  - 15.1.3 The Monthly Transportation Charges;
  - 15.1.4 The total quantity of Gas and the GHV of the Gas delivered by Shipper to Transporter at the Input Point respecting each Nomination Period;
  - 15.1.5 The total quantity of Gas and the GHV of the Gas delivered by Transporter to Shipper at the Delivery Point respecting each Nomination Period;
  - 15.1.6 Any adjustments to the Annual Reserved Capacity due to calculating the Adjusted Annual Reserved Capacity and the reasons for the adjustments;
  - 15.1.7 Any quantity of Gas classified as Lost Gas and any payment due from Transporter to Shipper respecting the Lost Gas;
  - 15.1.8 The outstanding balance of any Outstanding Annual Deficiency;
  - 15.1.9 The total quantity of Fuel Gas delivered by Shipper to Transporter at the Input Point and the Fuel Gas Price payable;
  - 15.1.10 Any applicable Taxes due for payment by Shipper;
  - 15.1.11 The net amount payable by Shipper to Transporter after taking account of all the foregoing matters set out in this Article 0;
  - 15.1.12 Any other amount due and owing from one Party to the other under this Agreement; and
  - 15.1.13 The amount of payment due in [## INSERT CONTRACT CURRENCY] and in any currency other than [## INSERT CONTRACT CURRENCY] where Article 0 applies.
- 15.2 The Annual Statement

Transporter shall prepare and shall give to Shipper, not later than the [## INSERT] Day after the end of each Contract Year, a statement (the **Annual Statement**) showing the following information regarding the preceding Contract Year:

- 15.2.1 The applicable Tariff;
- 15.2.2 The total quantity of Gas and the GHV of the Gas delivered by Shipper to Transporter at the Input Point;
- 15.2.3 The total quantity of Gas and the GHV of the Gas delivered by Transporter to Shipper at the Delivery Point;
- 15.2.4 The cumulative adjustments to the Annual Reserved Capacity due to calculating the Adjusted Annual Reserved Capacity and the reasons for the adjustments;
- 15.2.5 The amount of any Annual Ship or Pay Payment due from Shipper;
- 15.2.6 The cumulative quantity of Gas classified as Lost Gas and any payment due from Transporter to Shipper respecting the Lost Gas;
- 15.2.7 The balance of any Outstanding Annual Deficiency outstanding as at the last Day of the preceding Contract Year;
- 15.2.8 The total quantity of Fuel Gas delivered by Shipper to Transporter at the Input Point and the Fuel Gas Price payable;
- 15.2.9 Any applicable Taxes due for payment by Shipper;
- 15.2.10 The net amount payable by Shipper to Transporter after taking account of all the foregoing matters set out in this Article 0;
- 15.2.11 Any other amount due and owing from one Party to the other under this Agreement; and
- 15.2.12 The amount of payment due in [## INSERT CONTRACT CURRENCY] and in any currency other than [## INSERT CONTRACT CURRENCY] where Article 0 applies; and also
- 15.2.13 The Annual Reserved Capacity for the Contract Year in which the Annual Statement is given to Shipper.

### 15.3 Payment

- 15.3.1 Despite the obligation of Transporter to give the Monthly Statement to Shipper by the time limit specified in Article 0 and subject to Article 0 and Article 0, by not later than [## INSERT] Days after the Day that Shipper has received the Monthly Statement, Shipper shall make payment to Transporter of the net amount determined to be due to Transporter under the Monthly Statement.
- 15.3.2 Despite the obligation of Transporter to give the Annual Statement to Shipper under the time limit specified in Article 0 and subject to Articles 0 and 0, by not later than [## INSERT] Days after the Day that Shipper has received the Annual Statement, Shipper shall make payment to Transporter of the net amount determined to be due to Transporter under the Annual Statement.
- 15.3.3 All payments due from one Party to the other under this Agreement shall be made in [## INSERT CONTRACT CURRENCY]. If a Party is or becomes legally bound to make payment in a currency other than [## INSERT CONTRACT CURRENCY], then that Party shall make payment of an amount in any other currency that would result in the

required full amount being received by the Party due to receive payment upon the conversion of that other currency into [## INSERT CONTRACT CURRENCY].

15.4 Further payment provisions

15.4.1 If any amount has been identified as due and owing from Transporter to Shipper under this Agreement, then Shipper shall give Transporter a fully detailed invoice respecting the amount.

15.4.2 Not later than [## INSERT] Days after the Day that Transporter has received an invoice from Shipper under Article 0, Transporter shall make payment to Shipper of the amount due under the invoice.

15.4.3 All payments due under this Agreement shall be made by electronic funds transfer to the appropriate bank account specified below or to another bank account as a Party may from time to time give notice of to the other Party:

15.4.3.1 *Payments due to Transporter:*

Bank name: [## INSERT]

Account number: [## INSERT]

Account name: [## INSERT]

15.4.3.2 *Payments due to Shipper:*

Bank name: [## INSERT]

Account number: [## INSERT]

Account name: [## INSERT]

15.4.4 The liability of a Party to make payment under this Agreement shall be discharged upon the receipt of that payment by the Party due to receive the payment into its specified bank account.

15.4.5 If the due date for any payment is a date other than a Working Day, then payment shall be made on the Working Day nearest to the due date for payment, and if the due date for payment falls equally between two (2) Working Days, then payment shall be made on the Working Day immediately following the due date for payment.

15.4.6 If a Force Majeure Event affects the means specified for the payment, including the currency in which or the place at which the payment is to be made, then Article 0 shall apply.

15.5 Set-off

15.5.1 Subject to Article 0 Shipper shall pay in full all amounts due for payment by Shipper to Transporter under this Agreement and shall not make any set-off or deduction against any amounts.

15.5.2 Subject to Article 0 Shipper shall be entitled to set-off, against any amounts that are otherwise due for payment by Shipper to Transporter under this Agreement, any amount that is claimed by Shipper to be due and payable by Transporter to Shipper under this Agreement where the amount:

- 15.5.2.1 Has been invoiced for by Shipper under Article 0 and has not been paid when due by Transporter under Article 0; or
- 15.5.2.2 Is agreed in writing between the Parties or is resolved or determined under Article 25 to be due from Transporter to Shipper.
- 15.5.3 The right of Shipper to set-off under Article 0 is subject to the following limitations:
  - 15.5.3.1 Respecting each Contract Month Shipper may only set-off up to an aggregate amount equal to [## INSERT]% of the amount due for payment from Shipper to Transporter under the Monthly Statement for the preceding Contract Month, *provided that* any amount that Shipper would otherwise be entitled to set-off under Article 0, but that is more than the amount permitted to be set-off under this Article 0, may (subject always to this Article 0) be carried from then on and set-off against a subsequent Monthly Statement; and
  - 15.5.3.2 Shipper may not set-off any amount that Transporter has given notice of its intention to dispute under Article 0.
- 15.6 Failure to make payment
  - 15.6.1 If either Party fails to make payment of any amount when due under this Agreement then:
    - 15.6.1.1 interest on the amount shall accrue at a rate equal to LIBOR (at the rate in force on the Day when the payment was due) plus [## INSERT]% (to accrue daily and to be compounded annually) from the Day when the payment was due until the Day when the payment is made; and
    - 15.6.1.2 either Party may commence proceedings in a court of competent jurisdiction against the other Party for recovery of the amount as a debt.
  - 15.6.2 If Shipper fails to make payment of any amount due under this Agreement for [## INSERT] Days beyond the Day that the payment was due and the aggregate of any amounts that Shipper has failed to pay and that are outstanding on the Day equals or exceeds the Threshold Amount then Transporter may, on giving not less than [## INSERT] Days notice to Shipper of its intention so to do, suspend the Transportation Services until the payment is made and/or terminate this Agreement.
  - 15.6.3 The rights and interests of Transporter under Article 0 or Article 15.6.2 shall not apply respecting the failure of Shipper to make payment of any amount due under this Agreement where Shipper has exercised or is exercising its rights and interests in accordance Article 0 respecting the amount.
  - 15.6.4 The rights and interests of either Party under Article 0 or the rights and interests of Transporter under Article 15.6.2 shall not apply where the amount that has not been paid is the subject of a notice of an intention to dispute given under Article 0.
- 15.7 Verification
  - 15.7.1 For a period of the first [## INSERT] Days after the end of each Contract Year a Party may give a notice of request to the other Party to produce the evidence as may reasonably be required by the requesting Party to verify the accuracy of any previous invoice, statement, or computation made respecting the Contract Year.
  - 15.7.2 If any evidence produced in accordance Article 0 reveals any inaccuracy in any previous invoice, statement, or computation then (at the option of the Party to whom payment of an amount may be due respecting the inaccuracy) an invoice for

the necessary adjustment to the invoice, statement, or computation shall be prepared by that Party and given to the other Party for payment by not later than [## INSERT] Days after the Day that the invoice is received together with interest at on the amount at a rate equal to LIBOR (at the rate in force on the Day when the inaccuracy first arose) plus [## INSERT]% (to accrue daily and to be compounded annually) from the Day when the inaccuracy first arose until the Day when the payment is made.

#### 15.8 Disputed amounts

- 15.8.1 If all or part of any amount that is due for payment under this Agreement is the subject of a genuine dispute between the Parties then the Party disputing that amount shall give notice to the other Party of the amount in dispute and the reasons for the dispute and on or before the due date for payment shall make payment of any undisputed part of the amount that is due for payment (if any) to the Party to whom payment is due and shall pay the disputed part of the amount that is due for payment into the Third Party Account.
- 15.8.2 Any amount that is due for payment under this Agreement may be validly disputed only if the Party disputing the amount has given notice to the other Party within [## INSERT] Days of receipt by the Party disputing the amount of any invoice in respect of it.
- 15.8.3 For a period of [## INSERT] Days from the date of receipt by a Party of the notice of any Disputed Amount under Article 0, the Parties shall meet and in good faith discuss and try to agree in writing upon a settlement of the disputed amount. If the Disputed Amount is not resolved within the period of [## INSERT] Days, then the Disputed Amount may from then on be referred by either Party to an Expert for determination under Article 0.
- 15.8.4 After the determination of a Disputed Amount by an Expert under Article 0 or after any earlier agreement in writing between the Parties, any amount so determined or so agreed to be due for payment by a Party shall be released from the Third Party Account to the Party to which payment is due together with any interest earned on the Disputed Amount in the Third Party Account during the period that the Disputed Amount was held in the Third Party Account.
- 15.8.5 Following the release of any amount under Article 0, any outstanding balance in the Third Party Account shall be returned to the Party originally making payment of the amount into the Third Party Account together with any interest earned on that balance in the Third Party Account during the period that that amount was held in the Third Party Account.

#### 16. NOMINATIONS AND DELIVERIES PROCEDURE

- 16.1 The Nominated Quantity shall be delivered by Transporter at the Delivery Point.
- 16.2 Daily Notices
  - 16.2.1 Shipper shall by [## INSERT] hours on each Day give notice to Transporter of the Nominated Quantity required respecting each Nomination Period for the next Day (a "Daily Notice").

- 16.2.2 The aggregate of the Nominated Quantities that are specified by Shipper in a Daily Notice shall not be less than [## INSERT] and shall not be greater than the Reserved Capacity for that Day.
- 16.2.3 Where a Maintenance Notification has been given by a Party respecting a Day then the aggregate of the Nominated Quantities specified by Shipper in a Daily Notice respecting that Day shall not exceed the Maintenance RC Reduction applicable to the Maintenance Notification.
- 16.2.4 The Nominated Quantity required respecting each Nomination Period shall not vary by more than [## INSERT]% of the Nominated Quantity for the preceding Nomination Period.
- 16.2.5 If a Daily Notice is not given by Shipper under Article 0, then Shipper shall be deemed to have given a Daily Notice under Article 0 in which each Nominated Quantity for the next Day shall equal each Nominated Quantity specified in the Daily Notice given under Article 0 (or deemed to have been given under this Article 0) respecting the Day preceding the Day to which the original Daily Notice would have applied.
- 16.3 Variation Notices
  - 16.3.1 Shipper may at any time give notice to Transporter of its requirement to vary a Nominated Quantity (a **Variation Notice**), *provided that* to be valid a Variation Notice shall satisfy the conditions set out in Article 0.
  - 16.3.2 To validly vary any Nominated Quantity the following conditions shall apply:
    - 16.3.2.1 If Shipper requires a change of [## INSERT]% or less to a Nominated Quantity, then the Variation Notice therefore shall give Transporter a minimum of [## INSERT] hours notice of the change; and
    - 16.3.2.2 If Shipper requires a change of more than [## INSERT]% to a Nominated Quantity, then the Variation Notice therefore shall give Transporter a minimum of [## INSERT] hours notice of the change.
  - 16.3.3 Respecting a period of notice required under Article 0 the period of notice shall begin to run from the start of the hour following the hour in which the Variation Notice is given to Transporter and any variation of a Nominated Quantity shall not become effective until the expiry of the relevant period of notice.
- 16.4 Good faith nominations
 

If Transporter has given a Gas Deficiency Notice to Shipper under Article 0, then, until the time as Transporter has given a Gas Deficiency Remediation Notice to Shipper under Article 0, Shipper may not give a Daily Notice nor a Variation Notice for a quantity of Gas greater than the quantity of Gas represented by the Nominated Quantity in force when Transporter gave the Gas Deficiency Notice to Shipper.
- 16.5 Daily, Weekly and Monthly Estimates
  - 16.5.1 When Shipper gives a Daily Notice under Article 0, Shipper shall give Transporter Shipper's good faith best estimate of the required quantities of Gas to be delivered to Shipper by Transporter at the Delivery Point during each Nomination Period for the next [## INSERT] Days (the "**Daily Estimate**").

- 16.5.2 Not later than [## INSERT] hours on the [## INSERT] Day of each Week during the Transportation Period, Shipper shall give Transporter Shipper's good faith best estimate of the required quantities of Gas to be delivered to Shipper by Transporter at the Delivery Point during the next Week (the "**Weekly Estimate**").
- 16.5.3 Not later than [## INSERT] hours on the last Day of each Contract Month, Shipper shall give Transporter Shipper's good faith best estimate of the required quantities of Gas to be delivered to Shipper by Transporter at the Delivery Point during the next Contract Month (the "**Monthly Estimate**").

16.6 Service and format of notices

Each Daily Notice, Variation Notice, Daily Estimate, Weekly Estimate and Monthly Estimate:

- 16.6.1 Shall be prepared in the format as Transporter may reasonably require and shall from time to time notify to Shipper; and

- 16.6.2 Shall be given by Shipper to Transporter by facsimile under Article 28.

16.7 Transporter's inability to deliver Gas

- 16.7.1 If, respecting any Nomination Period, Transporter has or will have insufficient quantities of Gas to deliver the Nominated Quantity for the Nomination Period, then:

- 16.7.1.1 Transporter shall immediately give notice to Shipper (a **Gas Deficiency Notice**) of the insufficient quantities of Gas; and

- 16.7.1.2 The quantities of Gas that Transporter may have available for delivery respecting the Nominated Quantity and to any Other Shippers taking delivery at the Delivery Point (if any) shall be allocated under Article 0.

- 16.7.2 If Transporter has or will have sufficient quantities of Gas to recommence the deliveries of Gas to meet any Nominated Quantity, then Transporter shall immediately give notice to Shipper of the sufficient quantities of Gas (a **Gas Deficiency Remediation Notice**).

16.8 Shipper's inability to deliver or to take delivery of Gas

If, respecting any Nomination Period, Shipper is or will be unable to deliver any quantity of Gas at the Input Point or to take delivery of any quantity of Gas at the Delivery Point, then Shipper shall immediately give notice to Transporter of the inability to deliver or to take delivery of Gas.

17. **LOST GAS**

17.1 Lost Gas

- 17.1.1 Lost Gas is a quantity of Gas (other than Fuel Gas), that Transporter has taken delivery of from Shipper at the Input Point under this Agreement and that is not delivered by Transporter to Shipper at the Delivery Point or otherwise made available by Transporter from the Shipper's Stock Account under this Agreement.

**OPTION**

, as calculated and determined under the Allocation Procedure set out in Attachment 1.1.(G).

17.1.2 Lost Gas shall not include any quantity of Gas:

17.1.2.1 that Shipper has not taken delivery of at the Delivery Point when made available by Transporter or

17.1.2.2 that is not delivered or made available by Transporter to Shipper at the Delivery Point:

(a) for which Transporter is entitled to claim relief for under Article 21;

(b) because of any act or omission of Shipper;

(c) respecting any Maintenance Day to the extent of the Maintenance RC Reduction applicable to the Maintenance Day;

(d) where Transporter is exercising its rights and interests under Article 0;

(e) after Transporter has given a Gas Deficiency Notice to Shipper (but solely respecting the quantity of Gas represented by a Nominated Quantity that is greater than the quantity of Gas represented by the Nominated Quantity in force when Transporter gave the Gas Deficiency Notice to Shipper); and

(f) where Transporter is exercising its rights and interests under Article 15.6.2.

## 17.2 Responsibility for Lost Gas

Except as otherwise provided in this Agreement, Transporter shall be responsible for any Lost Gas. Transporter shall pay the Lost Gas Price to Shipper regarding any quantity of Lost Gas.

## 17.3 Payment for Lost Gas

Payment by Transporter to Shipper for all quantities of Lost Gas shall be made under Article 15.

# 18. QUALITY AND OFF-SPECIFICATION GAS

## 18.1 Specification and Gas pressure

18.1.1 All quantities of Gas delivered or to be delivered by Shipper at the Input Point for transportation through the Pipeline by Transporter under this Agreement shall, at the Input Point, conform to the Input Point Specification.

18.1.2 All quantities of Gas delivered or to be delivered by Transporter to Shipper at the Delivery Point under this Agreement shall, at the Delivery Point, conform to the Delivery Point Specification.

18.1.3 The Input Pressure shall not be less than [## INSERT] Pascals and shall not be more than [## INSERT] Pascals.

18.1.4 The Delivery Pressure shall be not less than [## INSERT] Pascals and shall not be more than [## INSERT] Pascals.

## 18.2 Commingling of Gas in the Pipeline

18.2.1 Gas delivered at the Input Point for transportation through the Pipeline by Transporter under this Agreement may be commingled in the Pipeline with Gas from any Other Shipper.



- 18.2.2 Gas delivered by Transporter to Shipper at the Delivery Point under this Agreement may not necessarily be the Gas delivered by Shipper to Transporter at the Input Point.
- 18.3 Notice of Off-Specification Input Gas
- 18.3.1 If any quantity of Gas to be delivered by Shipper to Transporter at the Input Point under this Agreement is Off-Specification Input Gas or is anticipated by Shipper to be Off-Specification Input Gas, then Shipper shall give notice to Transporter detailing the failure or anticipated failure of the Gas to meet the Input Point Specification, the reasons for the failure (if then known), and Shipper's good faith best estimate of the likely duration of the failure. The notice shall be given immediately after Shipper becomes aware of any failure or anticipated failure.
- 18.3.2 Transporter shall give notice to Shipper immediately if Transporter becomes aware, before receiving Shipper's notice under Article 0, that Off-Specification Input Gas has been or may be delivered by Shipper to Transporter at the Input Point under this Agreement.
- 18.3.3 Shipper shall perform the remedial works as would be performed by a Reasonable and Prudent Operator to ensure that any quantity of Gas that is or that may be Off-Specification Input Gas shall, at the Input Point, conform to the Input Point Specification.
- 18.3.4 Shipper shall have no liability and Transporter shall have no remedy under this Agreement respecting any quantity of Off-Specification Input Gas that results from any act or omission of Transporter.
- 18.4 Notice of Off-Specification Delivery Gas
- 18.4.1 If any quantity of Gas to be delivered by Transporter to Shipper at the Delivery Point under this Agreement is Off-Specification Delivery Gas or is anticipated by Transporter to be Off-Specification Delivery Gas, then Transporter shall give notice to Shipper detailing the failure or anticipated failure of the Gas to meet the Delivery Point Specification, the reasons for the failure (if then known), and Transporter's good faith best estimate of the likely duration of the failure. The notice shall be given immediately after Transporter becomes aware of any failure or in anticipated failure.
- 18.4.2 Shipper shall give notice to Transporter immediately if Shipper becomes aware, before receiving Transporter's notice under Article 0, that Off-Specification Delivery Gas has been or may be delivered by Transporter to Shipper at the Delivery Point under this Agreement.
- 18.4.3 Transporter shall perform the remedial works as would be performed by a Reasonable and Prudent Operator to ensure that any quantity of Gas that is or that may be Off-Specification Delivery Gas shall at the Delivery Point conform to the Delivery Point Specification.
- 18.4.4 Transporter shall have no liability and Shipper shall have no remedy under this Agreement respecting any quantity of Off-Specification Delivery Gas that results from any act or omission of Shipper.
- 18.5 Refusal to take delivery of Off-Specification Input Gas

- 18.5.1 Transporter shall use Reasonable Efforts to take delivery of, but may (subject to compliance with that obligation) refuse to take delivery of, any quantity of Off-Specification Input Gas delivered or to be delivered by Shipper to Transporter at the Input Point, *provided that* Transporter shall immediately give notice to Shipper of whether Transporter will take delivery of or will refuse to take delivery of the Off-Specification Input Gas at the Input Point and of the reasons for any refusal.
- 18.5.2 The taking of delivery by Transporter of any quantity of Off-Specification Input Gas delivered by Shipper to Transporter at the Input Point shall not prejudice Transporter's rights and interests under this Article 18 to refuse to take delivery of any subsequent quantity of Off-Specification Input Gas delivered or to be delivered by Shipper to Transporter at the Input Point.
- 18.6 Refusal to take delivery of Off-Specification Delivery Gas
- 18.6.1 Shipper shall use Reasonable Efforts to take delivery of, but may (subject to compliance with that obligation) refuse to take delivery of, any quantity of Off-Specification Delivery Gas delivered or to be delivered by Transporter to Shipper at the Delivery Point, *provided that* Shipper shall immediately give notice to Transporter of whether Shipper will take delivery of or will refuse to take delivery of the Off-Specification Delivery Gas at the Delivery Point and of the reasons for any refusal.
- 18.6.2 The taking of delivery by Shipper of any quantity of Off-Specification Delivery Gas delivered by Transporter to Shipper at the Delivery Point shall not prejudice Shipper's rights and interests under this Article 18 to refuse to take delivery of any subsequent quantity of Off-Specification Delivery Gas delivered or to be delivered by Transporter to Shipper at the Delivery Point.
- 18.6.3 Any quantity of Off-Specification Delivery Gas delivered or to be delivered by Transporter to Shipper at the Delivery Point that Shipper has properly refused to take delivery of shall be deemed to be Lost Gas (subject to Article 0).
- 18.7 Knowingly taking delivery of Off-Specification Input Gas
- If Transporter takes delivery of any quantity of Off-Specification Input Gas at the Input Point and if Transporter was aware of the nature of the Off-Specification Input Gas before so taking delivery, then the Off-Specification Input Gas shall be deemed to be Gas that conforms to the Input Point Specification and Shipper shall have no liability and Transporter shall have no remedy under this Agreement respecting the Off-Specification Input Gas.
- 18.8 Knowingly taking delivery of Off-Specification Delivery Gas
- If Shipper takes delivery of any quantity of Off-Specification Delivery Gas at the Delivery Point and if Shipper was aware of the nature of the Off-Specification Delivery Gas before so taking delivery, then the Off-Specification Delivery Gas shall be deemed to be Gas that conforms to the Delivery Point Specification and Transporter shall have no liability and Shipper shall have no remedy under this Agreement respecting the Off-Specification Delivery Gas.
- 18.9 Unknowingly taking delivery of Off-Specification Input Gas
- If Transporter takes delivery of any quantity of Off-Specification Input Gas and if Transporter was not aware of the nature of the Off Specification Input Gas before so

taking delivery, then Shipper shall indemnify Transporter against any reasonable loss incurred by Transporter concerning any physical damage to Transporter's Facilities directly arising from taking the Off-Specification Input Gas.

**18.10** Unknowingly taking delivery of Off-Specification Delivery Gas

If Shipper takes delivery of any quantity of Off-Specification Delivery Gas, if Shipper was not aware of the nature of the Off-Specification Delivery Gas before so taking delivery, and if Shipper was unable to utilise the quantity of Off-Specification Delivery Gas in the ordinary course of its business, then the quantity of Off-Specification Delivery Gas shall be deemed to be Lost Gas (subject to Article 0).

**ALTERNATIVE 1**

Transporter shall indemnify Shipper against any reasonable loss incurred by Shipper concerning any physical damage to Shipper's Facilities directly arising in consequence of the Off-Specification Delivery Gas.

**ALTERNATIVE 2**

To the extent of Shipper's legal and/or contractual responsibility for the event, Transporter shall indemnify Shipper against any reasonable loss incurred by Shipper and/or by Shipper's clients concerning any physical damage to Shipper's Facilities or to Shipper's clients' facilities directly arising in consequence of the Delivery Point Off-Specification Gas.

**ALTERNATIVE 3**

To the extent of Shipper's legal and/or contractual responsibility for the event, Transporter shall indemnify Shipper against any reasonable loss incurred by Shipper and/or by Shipper's clients concerning any physical damage to Shipper's Facilities or to Shipper's clients' facilities directly arising in consequence of the Delivery Point Off-Specification Gas, up to a maximum limit of [## INSERT].

**18.11** Expert determination

Any dispute between the Parties concerning the application of this Article 18 shall be referred to an Expert for determination under Article 0.

**19. MEASUREMENT**

**19.1** Measurement and analysis

The rights, interests, covenants, and obligations of the Parties respecting the measurement and analysis of Gas transported in the Pipeline by Transporter under this Agreement shall be as set out in Attachment 19.1.

**20. MAINTENANCE**

**20.1** Scheduled Maintenance rights

**20.1.1** To enable the Scheduled Maintenance of Transporter's Facilities and Shipper's Facilities each Party shall have the right in each Contract Year to give notice of a reduction to the Reserved Capacity (the **Maintenance RC Reduction**) respecting certain Maintenance Days during the next Contract Year under this Article 20.

**20.1.2** Each Party shall give notice to the other Party of its requirements for Scheduled Maintenance for the next Contract Year (the **Maintenance Notification**) not later

than the last Day of [## INSERT] in the Contract Year preceding the Contract Year in which the Scheduled Maintenance must be performed; *provided that* during the first Contract Year, the Maintenance Notification shall be given by each Party not later than the first to happen of the last Day of that Contract Year or [## INSERT] Days after the Start Date).

20.1.3 Each Maintenance Notification shall specify:

20.1.3.1 The dates for the Maintenance Days in the next Contract Year during which a Maintenance RC Reduction shall apply;

20.1.3.2 (subject to Article 0) The prevailing Reserved Capacity and the required Maintenance RC Reduction for each Maintenance Day (*provided that* respecting any Maintenance Day the Maintenance RC Reduction may only be a reduction of the Reserved Capacity to zero or to [*insert volume/day*] or greater); and

20.1.3.3 The nature of the Scheduled Maintenance that is to be performed on each Maintenance Day.

20.1.4 If a Party fails to give a Maintenance Notification under Article 0 and/or Article 0, then the Party shall be deemed to have given a Maintenance Notification that specifies a requirement for no Scheduled Maintenance respecting the next Contract Year.

**OPTION**

20.1.5 The maximum quantity of Gas by which Transporter may reduce the Reserved Capacity and by which Shipper may reduce the Reserved Capacity for the purpose of performing Scheduled Maintenance in a Contract Year shall, for each of Transporter and Shipper, not exceed the Annual Reserved Capacity applicable to that Contract Year multiplied by [## INSERT] %.

**OPTION**

20.1.6 No Party shall perform Scheduled Maintenance during [## INSERT];

**OPTION**

20.1.7 No Party shall be entitled to more than [## INSERT] consecutive Days for Scheduled Maintenance during any Contract Year or more than [## INSERT] Days of Scheduled Maintenance in the aggregate during any Contract Year.

20.1.8 No Party may reduce its obligations under this Agreement because of this Article 0, unless the Party has actually performed Scheduled Maintenance and then only to the extent of the duration of the Scheduled Maintenance.

20.1.9 The Parties shall use Reasonable Efforts to ensure that, respecting each Contract Year, their respective Maintenance Days shall coincide.

20.2 Consequences of Scheduled Maintenance

20.2.1 Respecting each Maintenance Day, Transporter shall only be bound to transport and deliver an aggregate quantity of Gas to Shipper at the Delivery Point, and Shipper shall only be permitted to nominate an aggregate quantity of Gas for transportation by Transporter to the Delivery Point, up to the Reserved Capacity as reduced by the

Maintenance RC Reduction specified in the Maintenance Notification applicable to the Maintenance Day.

20.2.2 If Transporter and Shipper have each scheduled to perform Scheduled Maintenance on the same Maintenance Day and have each given a corresponding Maintenance RC Reduction, then the Maintenance RC Reduction that shall apply respecting the Maintenance Day shall be the greater of the Maintenance RC Reductions given by Transporter or Shipper in their respective Maintenance Notifications (and if Transporter and Shipper have given the same Maintenance RC Reduction then Transporter's Maintenance RC Reduction shall apply).

20.2.3 The Annual Reserved Capacity for a Contract Year in which any Maintenance RC Reduction is performed shall be adjusted under Article 0.

### 20.3 Rescheduling

At any time during a Contract Year after a Maintenance Notification has been given or during a Contract Year in which Scheduled Maintenance is to be performed, a Party may reschedule any of its Maintenance Days and/or the Maintenance RC Reduction applicable to any Maintenance Day subject to the consent of the other Party, which consent may not be unreasonably withheld).

## 21. FORCE MAJEURE

### 21.1 Nature Of Relief

Subject to Articles 0, 0 and 0, a Claiming Party shall be relieved from the duty to perform its obligations under this Agreement and any liability for failure to perform the obligations, in whole or in part, under this Agreement to the extent the non-performance is caused by the occurrence of a Force Majeure Event.

### 21.2 Exclusions From Relief From Force Majeure

Despite any other provision in this Article 21, a Party shall not be relieved of its obligations to make payments that have become due and payable under this Agreement.

### 21.3 Notification

21.3.1 As soon as reasonably possible but no later than seven (7) Days after the non-performance, a Claiming Party shall promptly notify the other Party of the occurrence of the Force Majeure Event. This notice shall include reasonable details about the nature and effects of the Force Majeure Event.

21.3.2 The Claiming Party shall:

21.3.2.1 keep the other Party reasonably informed about the steps that it is taking to overcome the effects of the Force Majeure Event and its current estimate as to when it will be able to resume performance of its obligations;

21.3.2.2 upon request and within [## INSERT] days, provide the other Party with a report containing all relevant available information relating to the Force Majeure Event and details of the measures being taken to overcome or circumvent the Force Majeure Event;

- 21.3.2.3 from time to time afterwards, at reasonable intervals and in any event within [## INSERT] days after the occurrence of the Force Majeure Event, give to the other Party further information of the kind described in Article 0; and
- 21.3.2.4 advise the other Party, as soon as practicable after the Force Majeure Event has ceased and in any event within [## INSERT] days afterwards, of its statement of claim respecting the Force Majeure Event.
- 21.3.3 The Claiming Party shall be relieved from its duty to perform and from liability under this Article 21 from the beginning of the Force Majeure Event (not from the time of notice by the Claiming Party).

**OPTION**

- 21.3.4 Unless the failure would itself qualify as a Force Majeure Event, if the Claiming Party fails to comply with the requirements of this Article 21, then a Claiming Party shall not be entitled to relief under this Article 21 or, having become entitled, shall cease to be so entitled, and a Force Majeure Event shall cease to be treated as a Force Majeure Event.

**21.4 Remedy**

As soon as practicable after the commencement of the Force Majeure Event, the Claiming Party shall diligently proceed to do all things reasonably practicable at its own reasonable cost to expeditiously remedy and mitigate the Force Majeure Event causing the failure and to minimise the interruption of performance of its affected obligations, *provided that*:

- 21.4.1 A Claiming Party shall not be required to settle any labour dispute or industrial or public disturbance, except in the manner as it shall in its own judgment consider acceptable;
- 21.4.2 A Claiming Party shall not be required to bring into production any existing or potential reservoirs not already producing under this Agreement, unless the development of those reserves is expressly specified in this Agreement and remains commercially reasonable despite the Force Majeure Event;
- 21.4.3 A Claiming Party shall not be required to incur any extraordinary costs or to act other than as a Reasonable and Prudent Operator for making investments, including investment in the development of reserves specified as supply sources;

**OPTION**

- 21.4.4 *provided that* if a Claiming Party's Facilities have been damaged or destroyed, then the Claiming Party shall repair or replace the Facilities to the extent of any proceeds from insurance required under Article 22;

**21.5 Access**

At the request of the other Party, the Claiming Party shall provide, or use Reasonable Efforts to obtain, access to the areas and facilities affected by the Force Majeure Event and to its records relating to that Force Majeure Event for a reasonable number of representatives of the other Party, at that other Party's sole risk and expense, so that those representatives may verify the impact of that Force Majeure Event on the Claiming Party's performance and the likely duration of its effects.

## 21.6 Allocations

If due to a Force Majeure Event, Transporter cannot provide Transportation Services under the Reserved Capacity, Transporter shall curtail capacity under Article 0.

## 21.7 Termination For Prolonged Force Majeure Event

If a Force Majeure Event prevents or largely impairs the satisfaction of any material condition required to be satisfied under this Agreement or a Claiming Party's performance of any material obligation required to be performed under this Agreement and continues for a period of at least [## INSERT] consecutive Months, then [Article(s) 2.2.3 and/or 2.2.4, as applicable, shall be suspended during such period, and] either Party shall have the right, but not the obligation, to terminate this Agreement under Article 5.7; *provided that* the material condition has not been completely satisfied and/or the performance of the material obligation has not been completely restored (insofar as may reasonably be determined by the Party giving notice of termination) as of the time the right of termination is exercised.

## 21.8 Extension Of Agreement For Force Majeure

Subject to the right of termination under Article 0, if a Force Majeure Event happens, the duration of the relevant period and the Term shall be deemed to be automatically extended by a period of time equal to the duration of the Force Majeure Event; *provided that* the automatic extension shall not extend the relevant period or the Term beyond the term of the Granting Instrument of either Party or the term of an essential transportation agreement, or in violation of any Law.

## 21.9 Force Majeure affecting payment obligations

If a Force Majeure Event affects the means specified for the making of payment, including the currency in which or the place at which the payment is to be made, then the Party entitled to the payment shall be entitled to designate reasonable alternative means of payment, including the currency and place of payment. If the Force Majeure Event affects all reasonable forms of payment, then, upon cessation of the relevant Force Majeure Event, the payment shall be considered as due under this Agreement.

# 22. INSURANCE

## 22.1 Insurance For Facilities

- 22.1.1 During the Term, each Party shall obtain and maintain insurance for its respective Facilities consistent with the requirements of Attachment 22.1.

### **OPTION**

- 22.1.2 The policies of insurance to be obtained and maintained by or for each Party under this Article 22 shall be obtained and maintained with insurers of sound financial reputation and shall each contain a waiver of subrogation for claims against the other Party, its Affiliates, and their directors, officers, employees, agents, and insurers.

### **OPTION**

- 22.1.3 If a Party fails to obtain or maintain any policy of insurance required by this Article 22, then the other Party may obtain or maintain the policy of insurance for the

failing Party and the costs the other Party incurs in doing so shall for the purposes of this Agreement be treated as an amount due from the failing Party to the other Party.

**OPTION**

- 22.1.4 Each Party shall in a timely manner properly file all claims against the policies of insurance obtained and maintained under this Article 22 and shall take all necessary steps to collect any proceeds of the claims, and, if a Reasonable and Prudent Operator would do so, each Party shall use the proceeds that relate to the loss of or damage to Shipper's Facilities (in the case of Shipper), or that relate to the loss of or damage to Transporter's Facilities (in the case of Transporter) as applicable, to promptly reinstate the Facilities.

22.2 Certificates Of Insurance

Within [## INSERT] Days after the Conditions Precedent of both Parties have been satisfied or waived, each Party shall provide the other Party with certificates of insurance disclosing coverage consistent with the requirements of this Article 22. The certificates shall include a statement that coverage will not be reduced or cancelled by the carrier without first providing at least [## INSERT] Days notice to the other Party.

22.3 Other Insurance

During the Term, each Party shall obtain and maintain policies of insurance as required by applicable Laws, and to the extent available, the Party shall require its insurers and underwriters to waive their rights of subrogation in favour of the other Party, its Affiliates, and their directors, officers, employees, agents, and insurers.

**23. LIABILITY**

***Limitation of Liability***

23.1 Consequential Losses

Except as expressly provided in Article 0 [and subject to Article 0], a Party shall not be liable to the other Party for Consequential Losses arising from any act or omission relating to this Agreement.

23.2 Limitation of Remedy

23.2.1 Shipper's Failure

**ALTERNATIVE 1**

Transporter's sole remedy for Shipper's failure to comply with its obligations under Article 0 shall be to enforce Shipper's obligation to pay the Tariff upon the Annual Ship or Pay Quantity, and, if applicable, to terminate this Agreement under Article 0.

**ALTERNATIVE 2**

Transporter's sole remedy for Shipper's failure to comply with its obligations under Article 0 shall be to enforce Shipper's obligation to pay the Tariff upon the Annual Ship or Pay Quantity, up to an aggregated total amount of [## INSERT] and, if applicable, to terminate this Agreement under Article 0.



### **ALTERNATIVE 3**

Transporter's sole remedy for Shipper's failure to comply with its obligations under Article 0 shall be to enforce Shipper's obligation to pay the Tariff upon the Annual Ship or Pay Quantity, up to an aggregated total amount established under the following formula:

**[Formula]**

and, if applicable, to terminate this Agreement under Article 0.

#### **23.2.2 Transporter's Failure**

### **ALTERNATIVE 1**

Shipper's sole remedy for Transporter's failure to comply with its obligations under Article 0 shall be, besides its rights to terminate this Agreement under Article 0, at Shipper's option to either enforce Transporter's obligations to provide Transportation Services as contemplated in Article 0 or collect payment of liquidated damages, under the following formula:

**[Formula]**

If Shipper chooses to enforce Transporter's obligations to provide Transportation Services but Transporter's obligations to provide Transportation Services cannot be effectively or timely enforced for whatsoever reason, then Shipper shall be entitled, at any time, to drop its enforcement request or procedure and require, as Shipper's sole remedy, to collect liquidated damages from Transporter under the above formula.

### **ALTERNATIVE 2**

Shipper's sole remedy for Transporter's failure to comply with its obligations under Article 0 shall be, besides its rights to terminate this Agreement under Article 0, to arrange for other alternatives for the transportation of Gas, and if so arranged, then Transporter shall bear the costs of the other transportation alternatives, up to the maximum limit established under the following formula:

**[Formula]**

- 23.2.3 Except as expressly provided for elsewhere in this Agreement, a Party's remedy against the other Party for non-performance or breach of this Agreement or for any other claim of any nature arising out of or concerning this Agreement shall be in contract, and no Party shall be liable to the other Party, its Affiliates, and contractors and their respective directors, officers, employees, and agents respecting any damages, losses, or claims for any alleged breach of statutory duty, tortious act, or omission.

### **OPTION**

- 23.2.4 The Parties agree that to determine accurately the actual amount of damages suffered by a Party due to the other Party's failure to comply this Agreement would be difficult, if not impossible; thus, the Parties agree that all liquidated damages agreed upon in this Article 0 form a reasonable approximation of the damages that would be suffered by the other Parties.

### 23.3 Mitigation Of Losses

Each Party shall use Reasonable Efforts to mitigate or avoid any loss or damage caused by the failure of the other Party to meet its obligations under this Agreement, whether or not the failure is the result of a Force Majeure Event.

#### **OPTION**

### 23.4 Wilful Misconduct and/or Gross Negligence

If a Party's breach of its obligations under this Agreement results solely from the Party's Wilful Misconduct and/or Gross Negligence, Article 0 and Article 0 shall not apply to limit the liability of the Party or the remedies available to the other Party.

## **24. INDEMNITIES**

### 24.1 General Indemnity from Third Party Claims

Each of Transporter and Shipper respectively, as an Indemnifying Party, shall indemnify, defend, and hold harmless the other Party, as an Indemnified Party, from and against all losses or damages relating to Third Party Claims arising from:

- 24.1.1 The breach of any representation, warranty, covenant, or obligation of the Indemnifying Party under this Agreement; and
- 24.1.2 From any other act, omission, or event for which the Indemnifying Party is liable under this Agreement.

### 24.2 Indemnification Procedures for Third Party Claims

- 24.2.1 The Indemnified Party shall promptly notify the Indemnifying Party of the assertion or commencement of any claim, demand, investigation, action, suit, or other legal proceeding for which indemnity or defence is or may be sought under this Agreement; ***provided however***, that this notice requirement shall not apply to any claim, demand, investigation, action, suit, or other legal proceeding in which the Parties are adversaries. The failure by the Indemnified Party to so notify the Indemnifying Party shall not relieve the Indemnifying Party of its obligations under this Article 0, except to the extent, if any, that it has been prejudiced by the lack of timely and adequate notice.
- 24.2.2 The Indemnifying Party shall at the Indemnified Party's request assume the defence or settlement of any Third Party Claim with legal counsel reasonably satisfactory to the Indemnified Party;

#### **OPTION**

*provided that*, that the Indemnifying Party shall not settle or compromise any Third Party Claim without the Indemnified Party's prior written consent to the settlement or compromise.

### 24.2.3 Despite the foregoing:

- 24.2.3.1 The Indemnified Party shall have the right, at its option and expense, to participate fully in the defence or settlement of any Third Party Claim; and
- 24.2.3.2 If the Indemnifying Party does not diligently defend or settle any Third Party Claim within a reasonable period of time (in the light of the circumstances) after it is notified of the assertion or commencement a Third Party Claim, then:

- 24.2.3.3 The Indemnified Party shall have the right, but not the obligation, to undertake the defence or settlement of the Third Party Claim for the account and at the risk of the Indemnifying Party; and
- 24.2.3.4 The Indemnifying Party shall be bound by any defence or settlement that the Indemnified Party may make as to the Third Party Claim.
- 24.2.4 The Indemnified Party shall be entitled to join the Indemnifying Party in any Third Party Claim to enforce any right of indemnity under this Agreement. The Indemnified Party shall cooperate with the Indemnifying Party in the defence or settlement of any Third Party Claim and, at the expense of the Indemnifying Party and subject to obligations of confidentiality to other Persons, the Indemnified Party shall furnish any and all materials in its possession and try to make any and all witnesses under its control available to the Indemnifying Party for any lawful purpose relevant to the defence or settlement of the Third Party Claim.

#### 24.3 Transporter's Indemnity

Without prejudice to the provisions of Articles 18, 21 and 23 and except as expressly provided for in this Agreement, Transporter shall indemnify and keep Shipper fully indemnified from and against:

- 24.3.1 Any loss, damage, liability, costs, or expense (including legal fees) resulting from damage to or destruction by Shipper of any property of Transporter and/or its Affiliates, employees, or contractors arising out of or concerning the performance or non-performance of this Agreement;

##### **OPTION**

Except if the loss or damage arises because of the Wilful Misconduct and/or Gross Negligence of Shipper.

- 24.3.2 Any loss, damage, liability, costs, or expense (including legal fees) resulting from the injury, disease, ill-health, or death of any of Transporter's employees or the employees of any of Transporter's Affiliates or Transporter's contractors arising out of or concerning the performance or non-performance of this Agreement;

##### **OPTION**

Except if the injury, disease, ill-health, or death arises because of the Wilful Misconduct and/or Gross Negligence of Shipper;

- 24.3.3 Any loss, damage, liability, costs, or expense (including legal fees) suffered or incurred by Transporter or Transporter's Affiliates, employees, or contractors arising out of or concerning the failure of Shipper to comply with any of its obligations under this Agreement;

##### **OPTION**

Except if the loss, damage, liability, costs, or expense arises because of the Wilful Misconduct and/or Gross Negligence of Shipper;

##### **OPTION**

- 24.3.4 Any loss, damage, liability, costs, or expense (including legal fees) to the Transporter's Facilities arising out of the tie-in of the Shipper's Facilities, or of any

shut-down of the Transporter's Facilities required for the sole purpose of the tie-in of the Shipper's Facilities, or for the sole purpose of the modification of the Shipper's Facilities.

**OPTION**

Except if the loss, damage, liability, costs, or expense arises because of the Wilful Misconduct and/or Gross Negligence of Shipper.

**OPTION**

- 24.3.5 The aggregate liability of Shipper arising from its Wilful Misconduct and/or Gross Negligence under this Article 0 shall be limited to a sum equal to [## INSERT].

24.4 Shipper's Indemnity

Without prejudice to the provisions of Articles 18, 21, and 23 and except as expressly provided for in this Agreement, Shipper shall indemnify and keep Transporter fully indemnified from and against:

- 24.4.1 Any loss, damage, liability, costs, or expense, (including legal fees) resulting from damage to or destruction by Transporter of any property of Shipper [and/or its Affiliates, employees, or contractors] arising out of or concerning performance or non-performance of this Agreement;

**OPTION**

Except if the loss or damage arises because of the Wilful Misconduct and/or Gross Negligence of Transporter;

- 24.4.2 Any loss, damage, liability, costs, or expense (including legal fees) resulting from the injury, disease, ill health, or death of any of Shipper's employees, or the employees of any of Shipper's Affiliates, or any of Shipper's contractors arising out of or concerning the performance or non-performance of this Agreement; [and]

**OPTION**

Except if the injury, disease, ill health, or death arises because of the Wilful Misconduct and/or Gross Negligence of Transporter; and.

- 24.4.3 Any loss, damage, liability, costs, or expense (including legal fees) suffered or incurred by Shipper or Shipper's Affiliates, employees, or contractors arising out of or concerning the failure of Transporter to comply with any of its obligations under this Agreement;

**OPTION**

Except if the loss, damage, liability, costs, or expense arises because of the Wilful Misconduct and/or Gross Negligence of Transporter.

**OPTION**

- 24.4.4 The aggregate liability of Transporter arising from its Wilful Misconduct and/or Gross Negligence under this Article 0 shall be limited to a sum equal to [## INSERT].

**OPTION**

- 24.4.5 The Parties acknowledge that if Shipper becomes party to any Cross User Liability Agreement, the liabilities respecting any loss or damage to or contamination of Gas in the Pipeline shall, as between the Parties be governed by the terms of the Cross User Liability Agreement. Cross User Liability Agreement means the agreement that sets out the liability between field owners in a commingled system respecting the Gas losses arising out of or concerning the transportation and processing of Gas in the Pipeline.

## **25. GOVERNING LAW AND DISPUTE RESOLUTION**

### **25.1 Applicable Law**

*Use one Alternative*

#### **ALTERNATIVE 1**

The substantive Laws of [## INSERT], exclusive of any conflicts of Laws rules that could require the application of any other Law, shall determine all Disputes between or among Parties.

#### **ALTERNATIVE 2**

The substantive Laws of [## INSERT], exclusive of any conflicts of Laws rules that could require the application of any other Laws and to the extent consistent with international law, as defined in Article 38 of the Statute of the International Court of Justice, shall determine all Disputes between or among Parties. To the extent the Laws of [## INSERT] are not consistent with international law, then general principles of law shall prevail.

### **25.2 Dispute Resolution - Arbitration**

#### **ALTERNATIVE 1**

Any Dispute arising out of or relating to this Agreement shall be finally settled by binding arbitration by

##### **ALTERNATIVE 1A**

one arbitrator

##### **ALTERNATIVE 1B**

three arbitrators

under the [## INSERT] [designate Arbitration Rules and Institution]. The place of arbitration shall be [## INSERT]. The language of the arbitration shall be [## INSERT]. Judgment on an award may be entered by any court of competent jurisdiction.

#### **ALTERNATIVE 2**

- 25.2.1 Any Dispute shall be resolved through final and binding arbitration.

- 25.2.2 The arbitration shall be conducted under the

*Select only one Alternative*

*Administered Rules*

#### **ALTERNATIVE 2A**

International Arbitration Rules of the International Centre for Dispute Resolution of the American Arbitration Association ("AAA") (the "Rules").

#### **ALTERNATIVE 2B**

Rules of Arbitration of the International Chamber of Commerce ("ICC") (the "Rules").

#### **ALTERNATIVE 2C**

Arbitration Rules of the London Court of International Arbitration ("LCIA") (the "Rules").

#### **ALTERNATIVE 2D**

Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") (the "Rules").

#### **ALTERNATIVE 2E**

Rules of the Arbitration Institute of the Stockholm Chamber of Commerce ("SCC Institute") (the "Rules").

#### *Non-Administered Rules*

#### **ALTERNATIVE 2F**

CPR Institute for Dispute Resolution Rules for Non-Administered Arbitration of International Disputes (the "Rules").

#### **ALTERNATIVE 2G**

United Nations Commission on International Trade Law ("UNCITRAL") Arbitration Rules (the "Rules"). The appointing authority shall be [## INSERT] [insert Arbitral Institution].

#### **OPTIONAL PROVISION FOR NON-ADMINISTERED RULES**

- 25.2.3 Administering Institution. The administering arbitral institution shall be [## INSERT].
- 25.2.4 Number of Arbitrators. The arbitration shall be conducted by three arbitrators, unless all Parties to the Dispute agree to a sole arbitrator within thirty (30) Days after commencement of the arbitration.
- 25.2.5 Multiple Parties - Method of Appointment of the Arbitrators. If the arbitration is to be conducted by three arbitrators and there are more than two Parties to the Dispute, then within thirty (30) Days of commencement of the arbitration, all claimants shall jointly appoint one arbitrator and all respondents shall jointly appoint one arbitrator, and the two arbitrators so appointed shall select the presiding arbitrator within thirty (30) Days after the two arbitrators have been appointed. If the party-appointed arbitrators fail to appoint the presiding arbitrator in a timely fashion, then the appointing authority designated by the Parties shall appoint the presiding arbitrator. If either all claimants or all respondents fail to make a joint appointment of an arbitrator, the appointing authority designated by the Parties shall appoint all three arbitrators.

- 25.2.6 Qualifications and Conduct of the Arbitrators. All arbitrators shall be and remain at all times independent and impartial, and, once appointed, no arbitrator shall have any ex parte communications with any of the Parties to the Dispute concerning the arbitration or the underlying Dispute other than communications directly concerning the selection of the presiding arbitrator, when applicable. All arbitrators shall be qualified by education, training, or experience to resolve the Dispute.

***OPTION USE IF DESIRED***

- 25.2.7 Nationality of Arbitrator. Whenever the Parties to the Dispute are of more than one nationality, the single arbitrator or the presiding arbitrator (as applicable) shall not be of the same nationality as any of the Parties or their ultimate parent entities, unless the Parties to the Dispute otherwise agree.
- 25.2.8 Place of Arbitration. Unless otherwise agreed by all parties to the Dispute, the place of arbitration shall be [## INSERT].
- 25.2.9 Language. The arbitration proceedings shall be conducted in the [English] language and the arbitrator(s) shall be fluent in the [## INSERT] [e.g. English] language.
- 25.2.10 Entry of Judgment. The award of the arbitral tribunal shall be final and binding. Judgment on the award may be entered and enforced by any court of competent jurisdiction.
- 25.2.11 Interim Measures.

***ALTERNATIVE 1***

Subject to any requirements for alternative dispute resolution procedures as set out in Article 0, any Party to the Dispute may apply before the arbitral tribunal is appointed

***ALTERNATIVE 2***

Any Party to the Dispute may apply before the arbitral tribunal is appointed

***ALTERNATIVE 3***

Subject to any requirements for alternative dispute resolution procedures as set out in Article 0, any Party to the Dispute may apply at any time

***ALTERNATIVE 4***

Any Party to the Dispute may apply at any time

to a court for interim measures, including injunction, attachment, and conservation orders. The Parties agree that seeking and obtaining the court-ordered interim measures shall not waive the right to arbitration. The arbitrators (or in an emergency the presiding arbitrator acting alone in the event one or more of the other arbitrators cannot be involved in a timely fashion) may grant interim measures including injunctions, attachments, and conservation orders in appropriate circumstances, which measures may be immediately enforced by court order. Hearings on requests for interim measures may be held in person, by telephone or video conference, or by other means that permit the Parties to the Dispute to

present evidence and arguments. The arbitrators may require any Party to provide appropriate security concerning the measures.

**OPTION USE IF DESIRED**

- 25.2.12 ICC Pre-Arbitral Referee Procedure. Without limiting the generality of the foregoing, any party to the Dispute may have recourse to, and shall be bound by, the Pre-arbitral Referee Procedure of the International Chamber of Commerce.
- 25.2.13 Cost and Attorneys' Fees. The arbitral tribunal may award costs, attorneys' fees, and expert witness fees and to allocate them among the Parties to the Dispute.
- 25.2.14 Interest. The award may include interest, as determined by the arbitral tribunal, from the date of any default, breach, or other accrual of a claim until the arbitral award is paid in full.
- 25.2.15 Currency of Award. The arbitral award shall be made and payable in United States dollars, free of any tax or other deduction.
- 25.2.16 Exemplary and Consequential Damages. The Parties waive their rights to claim or recover, and the arbitral tribunal shall not award, any damages for Consequential Losses or any punitive, multiple, or other exemplary damages (whether statutory or common law) except to the extent the damages have been awarded to a Third Party and are subject to allocation among the Parties to the Dispute.

**OPTION**

- 25.2.17 Consolidation

**ALTERNATIVE 1**

If there exist multiple arbitrations (more than one) between or among the same Parties, the subject matters of which are related by common questions of law or fact and which could result in conflicting or inconsistent awards, then all the arbitrations may be consolidated into a single arbitration.

**ALTERNATIVE 2**

If there exist multiple arbitrations (more than one), the subject matters of which are related by common questions of law or fact and which could result in conflicting or inconsistent awards, then all the arbitrations may be consolidated into a single arbitration, even if the Parties in these arbitrations are not identical, so long as any third parties consent to consolidation.

**OPTION**

- 25.2.18 English Arbitration Act. The Parties agree that if any question of law arises during the arbitral proceedings or arises out of an award, no application may be made or appeal brought to the High Court of England on the a question of law, and the Parties expressly waive their rights to make the an application or bring the an appeal under Articles 45 or 69 of the English Arbitration Act 1996 (or any amendment thereto).

**25.3 Dispute Resolution - Multi-Step Options**

- 25.3.1 Notification. A Party who desires to submit a Dispute for resolution shall commence the dispute resolution process by providing the other Parties to the Dispute a Notice



of Dispute. The Notice of Dispute shall identify the Parties to the Dispute and contain a brief statement of the nature of the Dispute and the relief requested. The submission of a Notice of Dispute shall toll any applicable statutes of limitation or prescriptive periods related to the Dispute, pending the conclusion or abandonment of dispute resolution proceedings under this Agreement.

**OPTION** [*Use article 0, if desired. Redesignate the following article if not selected.*]

- 25.3.2 Senior Executive Negotiations. The Parties to the Dispute shall seek to resolve any Dispute by negotiations among Senior Executives. Within thirty (30) Days after the date of the receipt by each Party to the Dispute of the Notice of Dispute, which notice shall request negotiations among Senior Executives, the Senior Executives representing the Parties to the Dispute shall meet at a mutually acceptable time and place to exchange relevant information in an attempt to resolve the Dispute. If a Senior Executive intends to be accompanied at the meeting by an attorney, each other Party's Senior Executive shall be given notice of the intention at least three (3) Working Days in advance and may also be accompanied at the meeting by an attorney.

**OPTION**

- 25.3.3 Mediation

**ALTERNATIVE 1**

Subject to the requirements of negotiation between Senior Executives under Article 0, the Parties to the Dispute shall seek to resolve the Dispute by mediation. Within forty-five (45) Days after the date of the receipt by each Party to the Dispute of the Notice of Dispute,

**ALTERNATIVE 2**

The Parties to the Dispute shall seek to resolve the Dispute by mediation. Within thirty (30) Days after the date of the receipt by each Party to the Dispute of the Notice of Dispute

any Party to the Dispute may initiate the mediation under the [## INSERT] [select mediation rules], as modified herein, by sending all other Parties to the Dispute a written request that the Dispute be mediated.

- 25.3.3.1 Mediation Rules

**ALTERNATIVE 1**

Commercial Mediation Rules of the American Arbitration Association.

**ALTERNATIVE 2**

CPR Mediation Procedure.

**ALTERNATIVE 3**

ADR Rules of the International Chamber of Commerce.

**ALTERNATIVE 4**

LCIA Mediation Procedure.

- 25.3.3.2 The Parties receiving the written request will promptly respond to the requesting Party so that all parties to the Dispute may jointly select a neutral mediator and schedule the mediation session. The mediator shall meet with the Parties to the Dispute to mediate the Dispute within thirty (30) Days after the date of receipt by the Parties to the Dispute of the written request for mediation.

*Use if arbitration is next step in dispute resolution process*

25.4 Transition to Arbitration.

In the event the Dispute is not resolved within [## INSERT] Days of receipt by each Party to the Dispute of the Notice of Dispute, the Dispute shall be resolved by final and binding arbitration.

**OPTION USE IF DESIRED**

25.5 Expert Determination

For any Dispute referred to an Expert for determination, the Parties hereby agree that the determination shall be conducted expeditiously by an Expert selected unanimously by the Parties to the Dispute. The Expert is not an arbitrator of the Dispute and shall not be deemed to be acting in an arbitral capacity. The Party desiring an Expert determination shall give the other Parties to the Dispute notice of the request for the determination. If the Parties to the Dispute are unable to agree upon an Expert within ten (10) Days after receipt of the notice of request for an Expert determination, then, upon the request of any of the Parties to the Dispute, the International Centre for Expertise of the International Chamber of Commerce (ICC) shall appoint the Expert and shall administer the Expert determination through the ICC's Rules for Expertise. All Parties agree to cooperate fully in the expeditious conduct of the Expert determination and to provide the Expert with access to all facilities, books, records, documents, information, and personnel necessary to make a fully informed decision in an expeditious manner. Before issuing a final decision, the Expert shall issue a draft report and allow the Parties to the Dispute to comment on it. The Expert shall try to resolve the Dispute within thirty (30) Days (but not later than sixty (60) Days) after his or her appointment, taking into account the circumstances requiring an expeditious resolution of the matter in dispute. The Expert's decision shall be final and binding on the Parties to the Dispute unless challenged in an arbitration under Article 0 within sixty (60) Days of the date the Expert's final decision is received by the Parties to the Dispute and until replaced by the subsequent arbitral award. In the arbitration:

- 25.5.1 The Expert determination on the specific matter shall be entitled to a rebuttable presumption of correctness; and
- 25.5.2 The Expert shall not (without the written consent of the Parties to the Dispute) be appointed to act as an arbitrator or as adviser to the Parties to the Dispute.

**OPTION**

25.6 Confidentiality

All negotiations, mediation, arbitration, and Expert determinations relating to a Dispute (including a settlement resulting from negotiation or mediation, an arbitral award, documents exchanged or produced during a mediation or arbitration proceeding, and memorials, briefs, or other documents prepared for the arbitration)

are confidential and may not be disclosed by the Parties, their employees, officers, directors, counsel, consultants, and Expert witnesses, except to the extent necessary to enforce any settlement agreement, arbitration award, or Expert determination, to enforce other rights of a Party, as required by Law, or for a bona fide business purpose, the as disclosure to accountants, shareholders, or third-party buyers; ***provided, that***, that breach of this confidentiality provision shall not void any settlement, Expert determination, or award.

#### **OPTION**

##### **25.7 Waiver Of Sovereign Immunity**

Each Party recognises and acknowledges that this Agreement forms a commercial transaction, and that its rights and obligations under this Agreement are of a commercial and not a governmental nature. To the fullest extent not prohibited by Law, each of the Parties hereby irrevocably waives for itself and its assets, any and all immunities for jurisdiction, enforcement and any other purpose whatsoever. For example this waiver includes immunity from (i) any Expert determination, mediation, or arbitration proceeding commenced under this Agreement; (ii) any judicial, administrative, or other proceedings to aid the Expert determination, mediation, or arbitration commenced under this Agreement; and (iii) any effort to confirm, enforce, or execute any decision, settlement, award, judgment, service of process, execution order, or attachment (including pre-judgment attachment) that results from an Expert determination, mediation, arbitration, or any judicial or administrative proceedings commenced under this Agreement.

##### **25.8 Notice**

Any papers, notices, or process necessary or proper for an arbitration under this Agreement or under any court action in connection with an arbitration or an award, may be served on a Party by registered or certified mail, courier, facsimile transmission, e-mail, or any other means of communication that provides a record of the receipt of it; ***provided that*** a reasonable opportunity to be heard regarding the court action is or has been granted to the Party.

#### **OPTION**

##### **25.9 Dispute Resolution - Courts**

Any dispute

###### ***ALTERNATIVE 1***

may be settled nonexclusively

###### ***ALTERNATIVE 2***

may be settled exclusively

###### ***ALTERNATIVE 3***

shall be settled nonexclusively

###### ***ALTERNATIVE 4***

shall be settled exclusively

by the Courts of [## INSERT] [*specify the jurisdiction*], and the Parties irrevocably attorn and submit to the personal jurisdiction of these Courts. The Parties irrevocably waive any objection to venue in these Courts and any objection based on the doctrine of *forum non conveniens* or similar grounds that these Courts are inconvenient for determination of a dispute.

## **26. TRANSFER**

### **26.1 Obligations**

- 26.1.1 Any Transfer shall be effective only if, and a transferee shall not have any rights in this Agreement unless and until, the following requirements are satisfied:
  - 26.1.1.1 the transferee expressly undertakes in an instrument reasonably satisfactory to the other Party to perform the obligations of the transferring Party under this Agreement, obtains any necessary Government approval for the Transfer and furnishes any guarantees required by the Government or this Agreement; and
  - 26.1.1.2 except in the case of a Transfer to an Affiliate, the other Party has consented in writing to the Transfer, which consent shall be denied only if the transferee fails to establish to the reasonable satisfaction of each Party its technical and financial capability to perform its obligations under this Agreement.
- 26.1.2 No consent shall be required for a Transfer to an Affiliate, if the transferring Party agrees in an instrument reasonably satisfactory to the other Parties to remain liable for its Affiliate's performance of its obligations.
- 26.1.3 Despite any Transfer, both the transferring Party and the transferee shall be liable to the other Party for the transferring Party's obligations (financial or otherwise) that have vested, matured, or accrued under this Agreement before the Transfer.
- 26.1.4 If the transferring Party tries to make a Transfer without satisfying in all material respects the requirements of Article 0, then

#### **ALTERNATIVE 1**

the other Party shall be entitled to enforce specific performance of the requirements of this Article, besides any other remedies (including damages) to which it may be entitled. Each Party agrees that monetary damages alone would not be an adequate remedy for the breach of any Party's obligations under this Article.

#### **ALTERNATIVE 2**

the transferring Party shall pay to the other Party, as the exclusive remedy, liquidated damages in an amount equal to [## INSERT] [insert amount of liquidated damages or formula for calculating amount of liquidated damages]. The Parties agree that to determine accurately the actual amount of damages suffered by the a Party because of the other Party's failure to comply with the terms of this Article would be difficult, if not impossible; thus, the Parties agree that these liquidated damages form a reasonable approximation of the damages that would be suffered by the other Parties.

#### **ALTERNATIVE 3**

the other Party shall have the right to terminate this Agreement.

#### **OPTION**

- 26.1.5 Transporter shall not amend, supplement, or transfer Transporter's Granting Instrument and other agreements by which Transporter has contracted for the provision of Transportation Services under this Agreement, without Shipper's prior written consent.
- 26.1.5.1 Shipper may only withhold its consent under this Article 0 where the amendment, supplement, or transfer of Transporter's Granting Instrument and other agreements by which Transporter has contracted for the provision of Transportation Services under this Agreement, which is proposed by Transporter, would in Shipper's reasonable opinion be materially prejudicial to the interests of Shipper under this Agreement.
- 26.1.5.2 If Transporter proposes to amend, supplement, or transfer Transporter's Granting Instrument and other agreements by which Transporter has contracted for the provision of Transportation Services under this Agreement, Transporter shall give not less than [## INSERT] Days notice to Shipper of the submission of the documents.
- 26.1.5.3 Upon receipt of Transporter's notice under Article 0, Shipper shall within [## INSERT] Days of the receipt give notice to Transporter:
- (a) Confirming Shipper's consent to the proposed amendment, supplement, or transfer; or
  - (b) Withholding the consent and specifying in reasonable detail the grounds for withholding consent.
- 26.1.5.4 If Shipper fails to give notice to Transporter under Article 0, then Shipper shall be deemed to have given notice to Transporter confirming Shipping's consent.

**OPTION**

- 26.1.6 Shipper shall not amend, supplement, or transfer any of Shipper's Granting Instrument and other agreements by which Shipper has contracted for the development and/or production and/or sale of Gas to be transported under this Agreement, without Transporter's prior written consent.
- 26.1.6.1 Transporter may only withhold its consent where the amendment, supplement, or transfer of Shipper's Granting Instrument and other agreements by which Shipper has contracted for the development and/or production and/or sale of Gas to be transported under this Agreement, which is proposed by Shipper, would in Transporter's reasonable opinion be materially prejudicial to the interests of Transporter under this Agreement.
- 26.1.6.2 If Shipper proposes to amend, supplement, or transfer any of Shipper's Granting Instrument and other agreements by which Shipper has contracted for the development and/or production and/or sale of Gas to be transported under this Agreement, Shipper shall give not less than [## INSERT] Days prior notice to Transporter of the submission of the documents.
- 26.1.6.3 Upon receipt of Shipper's notice under Article 0, Transporter shall within [## INSERT] Days of the receipt give notice to Shipper:
- (a) Confirming Transporter's consent to the proposed amendment, supplement, or transfer; or

(b) Withholding the consent and specifying in reasonable detail the grounds for withholding consent.

- 26.1.6.4 If Transporter fails to give notice to Shipper under Article 0, then Transporter shall be deemed to have given notice to Shipper confirming Transporter's consent.

**OPTION**

- 26.1.7 If, during the Term, there is a change of Control of a Party from the Control to which that Party was subject at the Signing Date, then the other Party may give a notice of early termination of this Agreement.

26.2 Successors and Assigns

Subject to the provisions of Article 26, this Agreement are binding upon and are for the benefit of the respective successors in title and permitted transferees of each Party.

**OPTION**

26.3 Financing

Nothing contained in this Article 26 prohibits a Party from mortgaging, pledging, or otherwise encumbering its rights and benefits under this Agreement to a Third Party to provide security relating to finance, *provided that*:

- 26.3.1 Any security interest shall be subject to obtaining any necessary approval of the Government;
- 26.3.2 The Party shall remain liable for all of its obligations under this Agreement and relating to the security interest;
- 26.3.3 The security interest shall be expressly subordinated to the rights of the other Parties under this Agreement;
- 26.3.4 The Party shall ensure that any security interest shall be expressed to be without prejudice to the provisions of this Agreement; and

**OPTION**

- 26.3.5 The Third Party lien holder shall first enter into and deliver a subordination agreement in favour of the other Party, largely in the form attached to this Agreement as Attachment 0.

**27. CONFIDENTIALITY**

27.1 Confidentiality

Subject to the provisions of this Article, the Parties shall keep all Confidential Information strictly confidential, and shall not disclose Confidential Information during the term of this Agreement and for a period of [## INSERT] calendar years after the Termination Date to any Person not a Party to this Agreement, except under Article 0.

27.2 Exceptions

- 27.2.1 A Party may disclose the Confidential Information without the other Party's prior written consent to the extent the information:

- 27.2.1.1 is already known to the Party as of the date of disclosure under this Agreement;
- 27.2.1.2 is already in possession of the public or becomes available to the public other than through the act or omission of the Party or of any other Person to whom Confidential Information is disclosed under this Agreement;
- 27.2.1.3 must be disclosed by the Party and/or an Affiliate under applicable Law, stock exchange regulations, or by an order, decree, regulation, or rule of a Governmental Authority; *provided that* the Party shall use Reasonable Efforts to give prompt notice to the other Party before the disclosure;
- 27.2.1.4 is acquired independently from a Third Party that represents that it has the right to disseminate the information at the time it is acquired by the Party; or
- 27.2.1.5 is developed by the Party independently of the Confidential Information received from the other Party.
- 27.2.2 A Party may disclose Confidential Information without the other Party's prior written consent to an Affiliate; however, the Party guarantees that its Affiliate will adhere the terms of this Article 27.
- 27.2.3 A Party may disclose Confidential Information without the other Party's prior written consent to any of the following Persons if the Persons have a clear need to know the Confidential Information:
  - 27.2.3.1 employees, officers, and directors of the Party to enable the Party to perform its obligations;
  - 27.2.3.2 employees, officers, and directors of an Affiliate of the Party to enable the Party and/or an Affiliate to perform its obligations;
  - 27.2.3.3 any consultant, agent, or legal counsel retained by the Party or its Affiliate to enable the Party to perform its obligations;
  - 27.2.3.4 any bona fide prospective transferee of a Party's rights and obligations under this Agreement (including a prospective transferee with whom a Party and/or its Affiliates are conducting bona fide negotiations directed toward a merger, consolidation, or the sale of a majority of its or an Affiliate's shares) and any consultant retained by the prospective transferee to enable the prospective transferee to assess the Party's rights and obligations;
  - 27.2.3.5 any bank or other financial institution or entity funding or proposing to finance the Party and/or an Affiliate, including any consultant retained by the bank or other financial institution or entity;

**OPTIONS**

- 27.2.3.6 the owner and/or operator of another Natural Gas transportation system, that will be connected to the Pipeline, if the connection will be needed to obtain further upstream or downstream transportation of Gas;
- 27.2.3.7 the co-venturers of Transporter;
- 27.2.3.8 the co-venturers of Shipper;
- 27.2.3.9 any Person to whom Shipper sells or supplies any quantities of Gas,

27.2.3.10 any person that might become Other Shipper, under this Agreement.

27.2.4 Before making any disclosures to Persons under Article 0, Article 0, or Article 0, the Party desiring to make the disclosure shall obtain an undertaking of strict confidentiality and nondisclosure to use the Confidential Information solely for the stated purpose, enforceable by either Party, but otherwise largely in the same form and content as this Article, from each Person. Regarding outside legal counsel, a Party shall only be required to ascertain that the legal counsel is bound by an obligation of confidentiality.

## 28. NOTICES

### 28.1 Form of Notices

28.1.1 Except as otherwise specifically provided, all notices, requests, demands, or other communications authorised or required between the Parties by any of the provisions of this Agreement shall be in writing in [## INSERT] [e.g. *English*] and shall be deemed to have been properly given when addressed to the Party as set out below, and:

28.1.1.1 delivered in person or by recognised international courier maintaining records of delivery; or

28.1.1.2 sent by facsimile; *provided that* the sender can and does provide evidence of successful and complete transmission; or

28.1.1.3 sent by e-mail; *provided that* the recipient sends a manual written acknowledgment of successful receipt, which the recipient shall have an affirmative duty to furnish promptly after successful receipt.

28.1.2 Oral communication is not notice for any purposes of this Agreement, and telephone numbers for the Parties are listed below as a matter of convenience only. Regarding facsimile and/or e-mail communication automatic delivery receipts issued without direct human authorisation is not evidence of effective notices for purposes of this Agreement.

#### If to Transporter

Name:

Address:

Telex:

E-mail:

Facsimile:

Attention:

#### If to Shipper

Name:

Address:

Telex:

E-mail:

Facsimile:

Attention:

### 28.2 Delivery of Notices

A notice given under this Agreement shall be deemed delivered only when received by the Party to whom the notice is directed, and the time for the Party to deliver any notice in response to the originating notice shall run from the date the originating notice is received, which, for purposes of giving notice under this Agreement, means actual delivery of the notice under Article 0; *provided that* any notice sent by facsimile or email after 5:00 p.m. on a Working Day or on a weekend



or holiday of the receiving Party shall be deemed given on the next following Working Day of the receiving Party.

### 28.3 Change of Address

Each Party may change its address at any time and/or designate that copies of all the notices be directed to another person at another address, by giving notice of the change to all Parties.

## 29. GENERAL

### 29.1 Conflicts of Interest

29.1.1 Each Party shall avoid any conflict of interest between its own interests (including the interests of Affiliates) and the interests of the other Parties in dealing with suppliers, customers, and all other organisations or persons doing or seeking to do business with the Parties concerning activities contemplated under this Agreement.

29.1.2 The provisions of the preceding article shall not apply to:

29.1.2.1 a Party's performance that is under the local preference Laws or policies of the Government; or

29.1.2.2 a Party's acquisition of products or services from an Affiliate, or the sale of it to an Affiliate, made under this Agreement.

29.1.3 Unless otherwise agreed, the Parties and their Affiliates are free to engage or invest (directly or indirectly) in an unlimited number of activities or businesses, any one or more of which may be related to or in competition with the business activities contemplated under this Agreement, without having or incurring any obligation to offer any interest in the business activities to any Party.

### 29.2 No Reliance

Each Party confirms for itself and its Affiliates that, in entering into this Agreement, it has not relied on any representation or warranty or undertaking that is not contained in this Agreement. Without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement, a Party shall not be liable for and shall have no remedy for any misrepresentation or untrue statement unless and to the extent that a claim lies under this Agreement.

### 29.3 Joint Preparation

Each provision of this Agreement shall be construed as though all Parties participated equally in negotiating and drafting this Agreement. The Parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

### 29.4 No Partnership

Nothing in this Agreement, in any document referred to in it or in any arrangement contemplated by it shall be deemed to make any of the Parties a partner of any other Party. The signing, completion and performance of this Agreement shall not be deemed to empower any Party to bind or impose on the other Party any obligations to any third Persons or to pledge the credit of the other Party.

### 29.5 Further Assurances

Each of the Parties shall do all further acts and sign and deliver all further instruments, deeds and documents as shall be reasonably required to perform and carry out the provisions of this Agreement.

#### 29.6 Waiver of Sovereign Immunity

Each Party recognises and acknowledges that this Agreement forms a commercial transaction, and that its rights and obligations under this Agreement are of a commercial and not a governmental nature. To the fullest extent not prohibited by Law, each of the Parties hereby irrevocably waives for itself and its assets, any and all immunities from jurisdiction, from enforcement and for any other purpose whatsoever.

#### 29.7 Waiver

29.7.1 No waiver of any term, provision, or condition of this Agreement shall be effective unless it is in writing and signed by the waiving Party.

29.7.2 The waiver of any term, provision, or condition of this Agreement or of any action under this Agreement on any occasion shall not form a waiver of:

29.7.2.1 Any other term, provision, or condition of, or action under, this Agreement; or

29.7.2.2 The terms, provisions, or conditions of, or actions under, this Agreement on any future occasion.

#### 29.8 No Third Party Beneficiaries

The interpretation of this Agreement shall exclude any rights under legislative provisions or court made law conferring rights under a contract to Persons not a party to this Agreement.

#### 29.9 Severability

If any provision of this Agreement is finally determined to be illegal, invalid, void, or unenforceable under applicable Law, then the provision is deemed to be deleted and the remaining provisions of this Agreement will continue in full force and effect and, if necessary, be so amended as necessary to give effect to the spirit and intent of this Agreement to the extent possible.

#### 29.10 Amendments

Subject to Article 0, this Agreement may be amended or modified only by written instrument duly signed by all Parties.

#### **OPTION**

#### 29.11 Language

For day-to-day administration of this Agreement and other general purposes among the Parties, the [## INSERT] [*specify language*] and the [## INSERT] [*specify language*] versions shall both be used to construe or interpret this Agreement and shall have equal weight and validity; *provided that* in case of controversy or Dispute about the interpretation of the two versions, the [## INSERT] [*specify language*] version shall prevail.

#### 29.12 Counterparts

This Agreement may be signed in any number of counterparts and each the counterpart shall be deemed an original Agreement for all purposes; *provided that* no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart. For purposes of assembling all counterparts into one document, [## INSERT] [*insert Transporter or Shipper*] may detach the signature page from one or more counterparts and, attach each signed signature page to a counterpart.

#### 29.13 Entire Agreement

Each of the Parties confirms that this Agreement, represents the entire understanding and forms the whole agreement between the Parties and supersedes all prior negotiations, representations, and proposals, whether oral or written regarding the subject matter of this Agreement.

**IN WITNESS** of their agreement each Party has caused its duly authorised representative to sign this instrument as of the Signing Date.

**ATTACHMENT 1.1.(A) ANNUAL RESERVED CAPACITY**

## ATTACHMENT 1.1.(B) AREA

## ATTACHMENT 1.1.(C) DELIVERY POINT

## ATTACHMENT 1.1.(D) DELIVERY POINT SPECIFICATIONS

## ATTACHMENT 1.1.(E) INPUT POINT



## ATTACHMENT 1.1.(F) INPUT POINT SPECIFICATIONS

**ATTACHMENT 1.1.(G) ALLOCATION PROCEDURE**  
*(Option)*

## ATTACHMENT 1.1.(H) PIPELINE

## ATTACHMENT 1.1.(I) RESERVED CAPACITY

**ATTACHMENT 1.1.(J) SHIPPER'S APPROVALS**  
*(Option)*

## **ATTACHMENT 1.1.(K) SHIPPER'S FACILITIES**

**ATTACHMENT 1.1.(L) TIE-IN AGREEMENT FORM**  
*(Option)*

**ATTACHMENT 1.1.(M) TRANSPORTER'S APPROVALS**  
*(Option)*



## **ATTACHMENT 1.1.(N) TRANSPORTER'S FACILITIES**

## **ATTACHMENT 4.5 ADDITIONAL REPRESENTATIONS AND WARRANTIES**

**ATTACHMENT 4.8.2 TECHNICAL SPECIFICATIONS OF PIPELINE**  
***(Option)***

**ATTACHMENT 6.1.1. MINIMUM INPUT VOLUME**  
*(Option)*

**ATTACHMENT 7.1.1 DESIGN, PLAN, SAFETY RULES OF TRANSPORTER'S FACILITIES**  
*(Option)*

**ATTACHMENT 7.2.3 DESIGN, PLAN, SAFETY RULES OF SHIPPER'S FACILITIES**  
*(Option)*

## ATTACHMENT 19.1 MEASUREMENT AND ANALYSIS OF GAS TRANSPORTED

## ATTACHMENT 22.1 INSURANCE



**ATTACHMENT 26.3.5 MODEL OF SUBORDINATION AGREEMENT**  
*(Option)*