

# 2002 THE ASEAN MEMORANDUM OF UNDERSTANDING ON THE TRANS-ASEAN GAS PIPELINE

*Signed in Bali, Indonesia on 5 July 2002*

ARTICLE I. OBJECTIVE .....	3
ARTICLE II. GENERAL PROVISIONS .....	3
ARTICLE III. CROSS-BORDER ISSUES .....	3
A. FINANCING .....	3
B. TECHNICAL SPECIFICATIONS .....	3
C. ACCESS AND USE .....	4
D. SECURITY OF SUPPLY AND EMERGENCY SUPPLY ARRANGEMENTS .....	4
E. HEALTH, SAFETY AND ENVIRONMENT .....	4
F. TRANSIT RIGHTS .....	4
G. TAXATION AND TARIFF .....	4
H. ABANDONMENT .....	4
I. JURISDICTION .....	4
ARTICLE IV. INSTITUTIONAL ARRANGEMENTS .....	4
ARTICLE V. CONFIDENTIALITY .....	5
ARTICLE VI. DISPUTE SETTLEMENT .....	5
ARTICLE VII. SUSPENSION .....	5
ARTICLE VIII. FINAL PROVISIONS .....	5

## **2002 THE ASEAN MEMORANDUM OF UNDERSTANDING ON THE TRANS-ASEAN GAS PIPELINE**

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The Governments of Brunei Darussalam, the Kingdom of Cambodia, the Republic of Indonesia, the Lao People's Democratic Republic, Malaysia, the Union of Myanmar, the Republic of the Philippines, the Republic of Singapore, the Kingdom of Thailand, and the Socialist Republic of Viet Nam;

RECALLING the Agreement on ASEAN Energy Cooperation signed in Manila, on 24th June 1986, which emphasised cooperation among the Member Countries in developing energy resources to strengthen the economic resilience of the individual Member Countries as well as the economic resilience and solidarity of ASEAN;

RECALLING further the Protocol Amending the Agreement on ASEAN Energy Cooperation signed in Bangkok on 15th December 1995, which provided for focused energy cooperation in ASEAN to pursue cooperative activities in various areas of energy;

NOTING that the ASEAN Petroleum Security Agreement signed in Manila, on 24th June 1986, which established the ASEAN Emergency Petroleum Sharing Scheme for crude oil and/or petroleum products in times/circumstances of both shortages and oversupply;

REALISING that energy self-sufficiency can be achieved through national and multinational efforts geared towards indigenous energy resource exploration, development, exploitation, distribution and transportation, and undertaken in a manner that both conserves the resources and preserves the environment and human habitat;

NOTING FURTHER that the importance of ASEAN energy cooperation was further underscored in the Bangkok Summit Declaration of 15th December 1995, which stated that ASEAN shall ensure greater security and sustainability of energy supply through diversification, development and conservation of resources, the efficient use of energy, and the wider application of environmentally - sound technologies; and, as reinforced in the ASEAN Vision 2020 pursuant to the ASEAN Second Informal Summit on 15th December 1997 in Kuala Lumpur, calling for cooperative activities aimed at establishing interconnecting arrangements for natural gas, among others, within ASEAN through the Trans-ASEAN Gas Pipeline (TAGP) Project ;

AWARE that the development of the TAGP Project is a specific energy programme in the Hanoi Plan of Action endorsed by the ASEAN Heads of Government on 16th December 1998 in the Sixth ASEAN Summit and the ASEAN Plan of Action for Energy Cooperation 1999-2004 adopted by the 17th ASEAN Ministers on Energy Meeting in Bangkok on 3rd July 1999, which entrusted the responsibility of implementing the TAGP to the ASEAN Council on Petroleum (ASCOPE) through the auspices of the ASEAN Ministers on Energy, and that ASCOPE was directed to form the TAGP Task Force to implement the TAGP Project in collaboration with national focal points and relevant institutions;

CONSIDERING that natural gas is an abundant, clean, safe and environment friendly alternative source of energy in the Southeast Asian Region, and the implementation of a regional plan for its transportation through the proposed and future TAGP inter-connections (hereinafter referred to as "Pipelines") among the Member Countries will spur economic development and enhance energy security in the region;

MINDFUL that there is a need to recognise, coordinate and rationalise these efforts, plans and programmes for natural gas production, distribution and utilisation;

ACKNOWLEDGING that the involvement of the governments of the Member Countries and participation of the private sector are needed to support these plans and programmes for natural gas;

HAVE AGREED AS FOLLOWS:

## **ARTICLE I. OBJECTIVE**

The objective of this Memorandum of Understanding is to provide a broad framework for ASEAN Member Countries to cooperate towards the realisation of the TAGP Project to help ensure greater regional energy security.

## **ARTICLE II. GENERAL PROVISIONS**

Member Countries shall:

Establish cooperation in the various aspects of the realisation of the TAGP Project;

Initiate individual and/or joint studies, either on a bilateral or multilateral basis, to support and encourage the production, utilisation, distribution, marketing, and sale of natural gas among themselves;

Encourage cooperation and pooling of resources by the governments and/or private sector for joint projects subject to commercial viability pertaining to the TAGP Project;

Subject to, and consistent with, the national laws of each Member Country, take individual and collective initiatives to study, assess, and review national and regional legal and institutional frameworks for natural gas, concerning cross border issues relative to the commercial and economic feasibility, construction, financing, operation, and maintenance of the Pipelines as well as the supply, transportation, and distribution of natural gas to Member Countries, as herein below agreed upon.

## **ARTICLE III. CROSS-BORDER ISSUES**

Member Countries shall conduct relevant studies on the following:

### **A. FINANCING**

Available financing modes or arrangements relative to the financing of the construction, operation and maintenance of the Pipelines, as well as the supply, transportation and distribution of natural gas to Member Countries. In this respect, Member Countries recognize the important role that will be played by the private sector in financing the construction of the Pipelines and in the supply, transportation and distribution of natural gas to Member Countries.

### **B. TECHNICAL SPECIFICATIONS**

Standardisation of technical specifications for the Pipelines, such as, but not limited to, design and construction standards, operation and maintenance guidelines, safety, environment and measurement standards which are internationally recognised by the oil and gas industry.

### **C. ACCESS AND USE**

Effective and stable contractual arrangements for the supply, distribution and transportation of natural gas, including adherence to the open access principle as well as management of the Pipelines in accordance with such internationally accepted standards in the oil and gas industry.

### **D. SECURITY OF SUPPLY AND EMERGENCY SUPPLY ARRANGEMENTS**

Appropriate measures to ensure security and safety of the Pipelines and the uninterrupted flow of contracted natural gas for transmission through the Pipelines including a framework for cooperation in the event of a serious disruption of natural gas supply, subject, however, to mutual consultations.

### **E. HEALTH, SAFETY AND ENVIRONMENT**

Possible cooperation to mitigate the risk and impact on the environment which the construction, operation, and maintenance of the Pipelines may pose to the community, property, and environment, while recognising each Member Country's right to determine in accordance with its own national laws, safety measures and environmental requirements which are to govern the construction, operation, and maintenance of the Pipelines constructed within its territory, including the designation of its own inspectors.

### **F. TRANSIT RIGHTS**

Acceptable measures which would facilitate the issuance of permits, licenses, consents, or other authorisations for transit Pipelines and natural gas being transported through the territory of such Member Country.

### **G. TAXATION AND TARIFF**

Arrangements for the mutually agreed imposition of, or exemption from, import, export or transit fee, duty, tax or other government imposed fees and charges on the construction, operation, and maintenance of the Pipelines as well as the natural gas in transit.

### **H. ABANDONMENT**

Exploring possible cooperation and coordination measures concerning the potential further economic use of such abandoned Pipelines, without undermining each Member Country's right to enforce its own national laws relative to the abandonment of Pipelines within its territory.

### **I. JURISDICTION**

Determining jurisdiction and responsibility over the Pipelines, particularly for Pipelines segments located in the high seas.

## **ARTICLE IV. INSTITUTIONAL ARRANGEMENTS**

1. The ASEAN Council on Petroleum (ASCOPE), being responsible for the effective implementation of the TAGP Project, shall initiate the formation of an ASEAN Gas Consultative Council, to be composed of representatives from the ASEAN Member Countries, ASCOPE Members and the ASEAN Centre for Energy (ACE). This ASEAN Gas Consultative Council shall facilitate and assist ASCOPE in the implementation of this Memorandum of Understanding.

2. The ASEAN Council on Petroleum (ASCOPE) shall submit periodic reports on the implementation of this Memorandum of Understanding to the ASEAN Ministers on Energy Meeting (AMEM), through the ASEAN Senior Officials Meeting on Energy (SOME).

## **ARTICLE V. CONFIDENTIALITY**

All Member Countries shall undertake to observe the confidentiality of documents, information or data received pursuant to the implementation of this Memorandum of Understanding. This obligation shall be observed by Member Countries during the period of validity of this Memorandum of Understanding and after the expiry or termination of this Memorandum of Understanding, unless otherwise agreed by all Member Countries.

## **ARTICLE VI. DISPUTE SETTLEMENT**

The provisions of the ASEAN Protocol on Dispute Settlement Mechanism, done at Manila on 20th day of November 1996, shall apply to consultation and the settlement of disputes under this Memorandum of Understanding.

## **ARTICLE VII. SUSPENSION**

Each Member Country reserves the right, for reasons of security, public order or public health, to suspend, for up to a maximum of sixty (60) days, either in whole or in part, the implementation of this Memorandum of Understanding. A Member Country shall give notice of its intention to suspend the said implementation of this Memorandum of Understanding by giving written notice to the Secretary-General of ASEAN, who shall immediately notify all other Member Countries. Such suspension shall take effect thirty (30) days from the date of the said notice.

## **ARTICLE VIII. FINAL PROVISIONS**

1. This Memorandum of Understanding shall be deposited with the Secretary-General of ASEAN who shall promptly furnish a certified true copy to each Member Country.
2. This Memorandum of Understanding is subject to ratification or acceptance by all the Member Countries. The Instrument of Ratification or Acceptance shall be deposited with the Secretary-General of ASEAN who shall promptly inform each Member Country of such deposit.
3. This Memorandum of Understanding shall enter into force upon the deposit of Instruments of Ratification or Acceptance by all the Member Countries with the Secretary-General of ASEAN.
4. This Memorandum of Understanding shall remain in force for a period of ten (10) years, unless terminated earlier by agreement of all the Member Countries. The expiry or termination of this Memorandum of Understanding shall be without prejudice to the rights and obligations of the Member Countries arising from this Memorandum of Understanding prior to the effective date of expiry or termination of this Memorandum of Understanding.
5. A Member Country may at any time give notice of its intention to withdraw from this Memorandum of Understanding, by giving written notice to the Secretary-General of ASEAN, who shall immediately notify all other Member Countries. Such withdrawal shall take effect six (6) months from the date of the said notice.

6. This Memorandum of Understanding may be extended beyond its period of validity, as stipulated in paragraph 4 of this Article, with the agreement of all Member Countries.
7. Any Member Country may propose any amendment to the provisions of this Memorandum of Understanding. Such amendment shall be effected by written consent of all the Member Countries. Any amendment to this Memorandum of Understanding shall be without prejudice to the rights and obligations of the Member Countries, prior to the effective date of such amendment.

**IN WITNESS WHEREOF**, the undersigned, being duly authorised thereto by their respective governments, have signed this ASEAN Memorandum of Understanding on the Trans-ASEAN Gas Pipeline Project.

**DONE** at Bali, Indonesia, this 5th day of July 2002, in a single copy in the English language.

For the Government of Brunei Darussalam: **ABDUL RAHMAN TAIB**, Minister of Industry and Primary Resources

For the Government of the Kingdom of Cambodia: **SUY SEM**, Minister of Industry, Mines and Energy

For the Government of the Republic of Indonesia: **PURNOMO YUSGIANTORO**, Minister of Energy and Mineral Resources

For the Government of the Lao People's Democratic Republic: **NAM VIYAKETH**, Deputy Minister of Industry and Handicraft

For the Government of Malaysia: **LEO MOGGIE**, Minister of Energy, Communications and Multimedia

For the Government of the Union of Myanmar: **BRIG. GEN. LUN THI**, Minister of Energy

For the Government of the Republic of the Philippines: **VICENTE S. PEREZ, JR**, Secretary of Energy

For the Government of the Republic of Singapore: **RAYMOND LIM SIANG KEAT**, Minister of State for Foreign Affairs and Trade and Industry

For the Government of the Kingdom of Thailand: **PHONGTHEP THEPKANJANA**, Minister to the Prime Minister's Office

For the Government of the Socialist Republic of Viet Nam: **DANG VU CHU**, Minister of Industry