



## **PUBLIC NOTICE – TIMOR SEA TREATY**

### **Section 19 – Petroleum Mining Code - Summary Details of Production Sharing Contract for the Joint Petroleum Development Area**

#### **Parties**

On 30 October 2006 Production Sharing Contract JPDA 06-101(A) ('PSC 06-101(A)') was entered into between the Timor Sea Designated Authority ('TSDA') and Minza Oil & Gas Limited ('the Contractor').

#### **Exploration Period**

Exploration is broken up into three periods totalling seven years. The Contractor is required to relinquish 25 percent of the contract area at the end of the third year and the remainder of the contract area at the expiration of the seventh year other than those parts of the contract area that constitute development areas.

Minimum work obligations are provided in the contract for each exploration period. These are as follows:

##### *Contract Years 1-3*

The Contractor has undertaken to acquire seismic including shooting new 2D seismic and obtaining and re-processing existing 2D seismic data.

##### *Contract Years 4-5*

The Contractor has undertaken to drill one exploration well.

##### *Contract Years 6-7*

The Contractor has undertaken to review the hydrocarbon potential of the Contract Area through integrated geological, geophysical, structural, geochemical and other studies including the integration of new well data.

#### **Production Period**

If a commercial discovery is made by the Contractor the TSDA is required to declare a development area over the relevant parts of the contract area. Within 12 months of the declaration of a development area, the Contractor is required to submit a development plan

outlining its proposals for the development of the field. Relinquishment of a development area occurs after a period of 25 years from the approval of the development plan.

### **Cost Recovery and Production Sharing**

The first 5 percent of production is taken by the TSDA. The Contractor will recover its exploration, development and operating expenditures, including uplift on such expenditures, and past costs, from the remaining 95 percent of production.

Any production remaining after cost recovery is shared on the basis that the Contractor receives 60 percent and the TSDA 40 percent of that remaining production.

The sales revenue derived from the share of production that the TSDA is entitled to, is shared, as between Timor-Leste and Australia, 90 percent and 10 percent respectively.

### **Timor-Leste Content**

The Contractor intends to employ a Timor-Leste national to coordinate and facilitate local contacts. Timor-Leste graduates will be employed and provided training and development opportunities in all areas of the oil industry, including geoscience, engineering, law, finance and health and safety, with prospects for promotion into managerial positions in the long term. The Contractor also intends to support undergraduate training in Timor-Leste in petroleum-related fields, possibly in the form of work experience.

Tendering for goods and services for local and offshore use will be advertised in Timor-Leste by the Contractor, with preference given to companies in Timor-Leste.

The Contractor intends to support geo-scientific research relevant to their exploration and production interests, such as an electro-magnetic survey or similar type of technological study.

### **Dispute Resolution**

In case of disputes between the parties to PSC 06-101(A), and in the event they cannot be settled amicably, arbitration will be conducted in accordance with the rules of the International Chamber of Commerce. The place of arbitration is Singapore and the applicable laws will be the laws of England.

**Jose Lobato**  
**Executive Director**

### Map of Contract Area – JPDA 06-101(A)

