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Regulations for Access Code
for
Natural Gas Transmission Pipelines
and
City or Local Natural Gas Distribution
Networks

**Petroleum and Natural Gas Regulatory Board
World Trade Center
New Delhi (India)
December 2007**

**Regulations for Access Code for Natural Gas Transmission Pipelines and
City or Local Natural Gas Distribution Networks**

CONTENTS

		Page No.
1	SHORT TITLE AND COMMENCEMENT	1
2.	OBJECTIVE	1
3	SCOPE & APPLICABILITY	1
4	DEFINITIONS	2
5	PROVISIONS OF THE CODE	3
6	NOMINATIONS	8
7	CHARGES FOR TRANSMISSION OF GAS	8
8	SYSTEM INDISCIPLINE AND PENALTIES	8
9	EXCUSE DURING CONSTRAINTS	9
10	SYSTEM USE GAS (SUG), LINE PACK (LP) AND TRANSMISSION LOSSES (TL)	9
11	PLANNED MAINTENANCE	9
12	FORCE MAJEURE	9
13	GRIEVANCE/COMPLAINT RESOLUTION	11
14	OPERATIONAL PLANNING	11
15	OBLIGATIONS	12
16	PROCEDURE FOR REQUESTING CONNECTIONS TO NEW DELIVERY/REDELIVERY POINTS	13
17	EMERGENCIES	13
18	INFORMATION AND CONFIDENTIALITY	13
19	JURISIDICITION	13
20	MISCELLANEOUS	14

NOTIFICATION

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PETROLEUM AND NATURAL GAS REGULATORY BOARD

In exercise of the powers conferred by clause (e) of sub-section (2) to section 61 of the Petroleum and Natural Gas Regulatory Act, 2006 (19 of 2006), the Petroleum and Natural Gas Regulatory Board hereby makes the following regulations, namely:-

1.0 SHORT TITLE AND COMMENCEMENT:

1.1 These Regulations may be called the Petroleum and Natural Gas Regulatory Board (Access Code for Natural Gas Transmission Pipelines and City or Local Natural Gas Distribution Networks) Regulations, 2007.

1.2 These Regulations shall come into force on the date of their publication in the Official Gazette.

2.0 OBJECTIVE:

2.1 The growth in the business of Oil & Gas sectors has increased manifold recently and is on very high trajectory due to the factors such as the recent Oil & Gas finds in the country, availability of import facilities for LNG etc. This Access Code aims at establishing industry wide transparent and uniform principles for allowing entities to gain/ allow access to the pipeline systems and CGD networks. The present access code covers providing access to both the natural gas transmission pipelines and CGD Networks.

2.2 The objective of this access code is to

- i) Promote the development of a competitive gas market by establishing uniform principles for owners and users of gas pipelines to allow transparent and non-discriminatory access to the gas pipelines and CGD networks.
- ii) Prevent abuse of monopoly power.
- iii) Ensure that a pipeline/CGD owner provides minimum service of access to available capacity on a "firm service" basis and/or on "interruptible service" basis.
- iv) Provide basis for resolution of disputes.

3.0 SCOPE AND APPLICABILITY:

3.1 The scope of this Access Code (herein after referred to as "Code") is limited to gas pipelines and CGD Networks used for the transportation of Natural Gas. This Code is applicable to

- (i) Natural gas pipelines operating as "common carriers" and/or "contract carriers".

- (ii) CGD networks beyond the exclusivity period of marketing which has been allowed by the Board to any entity.

3.2 This Code shall be applicable to those gas pipelines and CGD Networks, which are under the jurisdiction of the Board, both, new or existing.

3.3 These regulations shall be applicable to whole of India.

4.0 DEFINITIONS:

All the definitions stated below shall be in context with this Code.

- 4.1 **Access Arrangement** means a document of the transporter/CGD owner specifically defining terms and conditions for the access to the gas pipeline and shall be placed on the web site of the Transporter.
- 4.2 **A Homogeneous Area (AHA)** means a part of the pipeline within which the same type of gas is delivered/ redelivered, over a specified time period.
- 4.3 **Board** means Petroleum and Natural Gas Regulatory Board (PNGRB) established under the PNGRB Act 2006.
- 4.4 **Capacity booking** means Maximum Daily Quantity (MDQ) of gas to be transported in a transmission pipeline or CGD network.
- 4.5 **Constraints** means any temporary event, which prevents the Transporter, acting as a Reasonable and Prudent Operator, from either receiving Gas from a Shipper at its relevant Entry Point at the Maximum intake Rate or which prevents the Transporter from delivering Gas to the Shippers at the Exit Point at the Maximum Delivery Rate. Constraint shall include:
- An event temporarily threatening the operational integrity of the facilities of the Transporter
 - A temporary restriction in capacity of the facilities of the Transporter.
- 4.6 **Custody transfer meter** means a device, which measures the quantity of natural gas (in terms of volume and energy) for transfer of custody from one entity to another.
- 4.7 **Dispute** means any dispute or difference arising between the entity(s) under or in connection with this Code or the Access Arrangement.
- 4.8 **Entry Point** means the Point at which the gas delivered by shipper is injected in to the gas pipeline system or CGD network.
- 4.9 **Exit Point** means the Point at which the gas is withdrawn from the gas pipeline system or CGD network for delivery to the shipper(s).
- 4.10 **Gas pipeline transmission system** means all pipelines (including spur and branch pipelines) and associated facilities downstream of gas producer's/import's processing plant, which are used for transmission of Natural Gas from one point to another except processing plant piping within

the Battery Limit isolation valves of the plant.

- 4.11 **LNG Regasification Company** means an entity owning & operating the LNG Regasification plant/terminal.
- 4.12 **Operating Pressure** means the pressure corresponding to a particular flow rate at which pipeline is operated.
- 4.13 **Regasified Liquid Natural Gas (RLNG)** means the natural gas obtained after gasification of liquefied natural gas (LNG).
- 4.14 **Shipper** means an entity who intends to utilize the capacity in the pipeline for transmission of gas. A Shipper may be a Marketeer of gas or another transporter.
- 4.15 **Spur / Branch Pipeline** is a pipeline, which emanates from another pipeline for transmission of gas to customer(s).
- 4.16 **System Use Gas (SUG)** means the quantity of gas used by the Transporter for the operation and maintenance of the pipeline system.
- 4.17 **Transportation rate/tariff** means the charges payable by shipper to transporter, as approved by the Board from time to time, for moving unit volume.
- 4.18 **Transmission Loss (TL)** means the quantity of gas, which is unaccounted for what soever reason including blow downs, venting/releases during regular operation and maintenance of the pipeline system/CGD network or due to inaccuracy of custody meter.
- 4.19 **Transporter** means an entity authorized by the Board, or authorized by the Central Government prior to the date of notification for the Board, for transmission of natural gas through a pipeline or CGD network.
- 4.20 **Unit of Measurement** means Unit for measurement of quantity of gas and shall be in million British Thermal Units (MMBtu) when quantity is measured in energy terms and shall be in million standard cubic meters (MMSCM) when quantity is measured in terms of volume.

All other words and expressions used herein but not defined shall have the same meanings respectively assigned to them in the PNGRB Act.

5.0 PROVISIONS OF THE CODE:

- 5.1 The transmission service consists of taking delivery of the gas made available by a Shipper, at one or more Entry Points along the system and delivering an equivalent quantity of gas in terms of energy at one or more Exit Points in accordance with the terms and conditions laid down in the Access Arrangement/contract signed between the Shipper and Transporter and conforming to the provisions of this Code.
- 5.2 The gas marketeers/shippers registered with PNGRB will have access to the

CGD network when such a network is opened for competition at the end of the period of exclusivity from the purview of Common Carrier or Contract Carrier allowed to the entity under the Regulations for exclusivity for CGD network.

- 5.3 The development of the infrastructure shall be governed by the regulations for transmission pipelines/CGD network. In case of transmission pipelines including spur lines, the shipper shall use the system from its entry (injection point) to exit(delivery) point(s). In case of CGD networks the marketeer will be free to get their gas transported up to:
- i. The burner tip of the domestic connection
 - ii. Up to the metering point in case of commercial and industrial connection.
 - iii. Up to compressor intake flange in case of CNG station.
- 5.4 The Code shall recognize all Entry and Exit points declared at the time of authorization of new pipeline or expansion and/or extension of existing pipelines. The Code shall also recognize addition/deletion of the Entry and Exit point(s) on the pipeline/CGD network that may become necessary as and when required depending upon the technical and / or operational requirements provided that the existing customers are not affected by this decision adversely in which case the transporter shall inform the Board, stating the specific grounds for such addition/deletion.
- 5.5 This Code lays down the provisions for gas entry to and exit from a gas pipeline system. The access to second system of pipeline shall have separate contract till the Board brings in position the Central Gas Management System.
- 5.6 Entry Point/ Exit Point Facilities:

(A) Transmission Pipelines

- 5.6.1 Shipper shall arrange to deliver gas at Entry Point on the pipeline system and shall provide all facilities including measurement equipments required for transfer of custody and delivery of gas to the transporter unless otherwise agreed to between Shipper and Transporter.
- 5.6.2 Hooking up of Shipper's facility to the transporter's Entry point shall be executed by the transporter at the cost of shipper.
- 5.6.3 Shipper or his authorized nominee will own, operate and maintain facilities upstream of entry points at his own cost and risk unless the facilities are provided by the transporter under a separate contract.
- 5.6.4 Depending on the pipeline characteristics, transporter shall define the Entry Point gas parameters like acceptable gas composition, heat value/calorific value, pressure and temperature. Shipper shall supply gas conforming to such parameters. For the purpose of operational ease a band of such values and parameters shall be indicated by the transporter subject to approval by the Board. The transporter shall be

obliged to deliver gas at exit point(s) conforming to the specifications within such band.

- 5.6.5 The Transporter shall provide facilities including measurement equipments at Exit Point for transfer of custody and delivery of gas to the shipper unless otherwise agreed to between shipper and transporter. The Exit Point gas parameters shall be mutually agreed to between Shipper and Transporter.
- 5.6.6 Transporter shall own, operate and maintain the exit point facilities at its own cost and risk unless the facilities are provided by the shipper.
- 5.6.7 Hooking up of Transporter's facility at Exit point to Shipper's facility shall be executed by the transporter at his cost and shall form part of the tariff computation.
- 5.6.8 The shipper shall provide space and cooperate with the transporter in installing, operating, maintaining and modifying any specific Exit Point facilities when such exit point facilities are provided in the premises of the shipper.
- 5.6.9 At the option of the shipper, the shipper may provide check meter, conforming to the standard and specifications specified by the Board, at the delivery point in natural gas pipeline or in the CGD network, however, in case of variation in the readings the transporter's meter will be taken for accounting purpose subject to conformity assessment by the third party appointed by the Board. In case of any dispute the Board shall appoint one or more ombudsman/ men and the decision of the ombudsman shall be binding on the transporter. In case of fault in the meter of the transporter, the expenses on this account shall be borne by the transporter. In case of no fault with the meter of the transporter is found, the cost shall be borne by the shipper.

(B) CGD Networks

- 5.6.10 The gas receipt for CGD network should preferably be at the city gate station only, however, in case of delivery at any other point on steel garland, the modalities is to be mutually agreed.
- 5.6.11 City gate station is primarily meant for receiving gas from the trunk line or spur line as the case may be. In case the concession area can be served by more than one source it shall be the responsibility of the CGD entity to provide additional city gate station to receive gas from such other source(s).
- 5.6.12 The metering facilities for services created under 5.3(i) to 5.3(ii) above shall be provided by the authorized entity.

5.7 Pipeline Capacity

5.7.1 Declaration of Capacity

- 5.7.1.1 The transporter shall declare, in MMSCMD, the section wise design and available capacity of the pipeline system on its web site on 1st of the month basis. The design capacity shall be as authorized by the Board. Declaration shall include the total and available capacity at each Entry and Exit Point.
- 5.7.1.2 The available capacity shall be verified and approved by the Board under separate regulations.
- 5.7.1.3 The capacity so declared, after Board approval shall be available on common carrier/contract carrier basis as per this Code.
- 5.7.1.4 The declared capacity may be reworked depending upon actual composition of Natural Gas in the system, if it persists over period of 30 days and shall be approved by the Board.
- 5.7.1.5 With a view to have uniformity in capacity determination procedure, the Board may specify norms to be used for determination of the capacity of existing as well as new pipelines. The same principle shall apply for determining the capacity of the pipeline system authorized for expansion.

5.7.2 Capacity expansion and extension of existing pipelines/CGD networks

- 5.7.2.1 The capacity extension and expansion of existing pipeline may be done by the Transporter in compliance with the relevant provisions of the Act and the applicable regulations. The enhanced capacity shall also be declared by the Transporter as per the procedure specified above and approved by the Board.
- 5.7.2.2 The CGD network entity will have to augment, if required, the capacity of city gate station to accommodate the new shipper subject to approval by the Board.

5.8 Gas Specification

- 5.8.1 Acceptable Gas specification band shall be notified by the Transporter. Gas Specification shall have the details of various components like hydrocarbon content (C1 to C6+), permissible water dew point, Sulphur content(H₂S), non combustible gases, calorific value and Wobbe Index.
- 5.8.2 The transporter/CGD entity may supply commingled gas at exit point, as far as possible, within the declared band of acceptable specifications.

5.9 Methodology of Capacity Booking:

- 5.9.1 **Firm Basis:** Shipper makes firm commitment to avail the capacity and Transporter makes firm commitment to transport the gas on behalf of Shipper. Default in fulfilling the commitment may attract penalties as may be provided in the contract.
- 5.9.2 **Interruptible Basis:** Transporter shall transport the gas as and when the capacity is available in the pipeline on reasonable endeavor basis.

- 5.9.3 Firm capacity is made available for registration by shippers for a minimum of 30 days, whilst interruptible capacity shall be offered for one day or more. More than one shipper can hold capacity at all entry and exit points.
- 5.9.4 The queuing policy, as decided by the Board, shall be applied to determine the methodology to be adopted for booking of capacity.
- 5.9.5 The booked capacity so arrived at shall be contracted between shipper and transporter through "Access Arrangements", in the form of MDQ.
- 5.9.6 Shipper can release the capacity in favour of other Transporter / Shipper to the extent of the quantity booked under firm Capacity.
- 5.9.7 The unit of capacity booking shall be in volume terms.
- 5.9.8 The accounting of the gas shall be in energy terms and shall be based on Gross calorific value.
- 5.9.9 Calorific Value shall be as defined in ISO 6976-1:1983(E).
- 5.9.10 Whereas the transporter shall be paid for the gas volume it has received at the entry point, it shall account for this gas in terms of energy value at exit point irrespective of volume since the calorific value of gas undergoes changes in the system due to intermingling of gas in the system.

5.10 Specific Requests from Prospective Shippers:

- 5.10.1 Each application received by a pipeline owner/ transporter for access shall be processed in accordance with the procedures set out herein below.
- 5.10.2 Capacity may be booked on firm basis or on interruptible basis.
- 5.10.3 When a Transporter receives a request for access from a Shipper it shall, within a reasonable time but not exceeding seven days after receiving the request from the Shipper, respond to the Shipper:
- (a) Confirming that Spare Capacity exists to satisfy the request and specifying the charges and terms and conditions upon which it will make the Service available; or
 - (b) Advising that Spare Capacity does not exist to satisfy the request; or
 - (c) Advising that investigations are required to be undertaken prior to responding to the request. Such time period shall not exceed fifteen days; or
 - (d) Advising that it is not technically or operationally feasible to provide access subject to intimation to the Board.

6 NOMINATIONS

- 6.1 A Shipper shall make Nominations to the Transporter for the quantities that it wishes to deliver to (at a particular entry point) and off-take (at a particular exit point) from the pipeline system on a Daily basis.
- 6.2 The nomination shall contain the expected gas flow details of one or more Days daily-nominated quantities as per the agreed schedule between the shipper and the transporter.
- 6.3 The Shipper may assign the capacity booked by him or trade in open market either directly or through trading hub. The transporter shall deliver the capacity in physical terms to any person/entity which wishes to take physical delivery on the basis of a valid contract.

7 CHARGES FOR TRANSMISSION OF GAS:

- 7.1 Transportation charges shall be as approved by the Board on non-discriminatory basis.
- 7.2 Additional charges for off spec gas as agreed between Shipper and Transporter shall be applicable subject to approval by the Board.
- 7.3 Tariff computation methodology shall to be based on the principles decided and approved by the Board.

8 SYSTEM INDISCIPLINE AND PENALTIES:

- 8.1 **Unauthorized Overrun:** If the pipeline capacity has been utilized by the Shipper without permission of the Transporter over and above the capacity assigned, then the Shipper shall be penalized for such unauthorized overrun as decided by the Board.
- 8.2 **Positive Imbalance:** If Shipper off-takes less quantity of gas from the pipeline system than injected into it then the Shipper is creating positive imbalance. Shipper shall be allowed a cumulative positive imbalance of 5% of booked capacity as tolerance limit. Penalty for positive imbalance over 5% shall be mutually agreed between Shipper and Transporter.
- 8.3 **Negative Imbalance:** If Shipper off-takes more quantity of gas from the pipeline system than injected into it then the Shipper is creating negative imbalance. Shipper shall be allowed a cumulative negative imbalance of 3% of booked capacity as tolerance limit. Penalty for negative imbalance over 3% shall be mutually agreed between Shipper and Transporter.
- 8.4 Penalties for the system indiscipline may occur simultaneously. Also, quantum of penalties shall be such that it acts as deterrent to the Shipper against creating any pipeline indiscipline.
- 8.5 It shall be the responsibility of the Shipper to cure imbalances caused in transporter's pipeline system on day to day basis. In case, the Shipper is unable to cure such imbalances then, the Transporter shall have the right to

adjust daily nomination to mitigate such imbalances to ensure safety & integrity of pipeline system.

- 8.6 Default in maintaining agreed Pressure and/or temperature by either Entity may invite Penalties.

9 EXCUSE DURING CONSTRAINT:

- 9.1 Transporter shall be relieved of its obligation in the case of Constraint for a reasonable period of time as mutually agreed between respective Shipper & Transporter.
- 9.2 Constraint shall be temporary in nature in the Transporter's Facilities leading to Transporter's Facilities at exposure of risk with respect to transportation of gas.

10 SYSTEM USE GAS (SUG), LINE PACK (LP) AND TRANSMISSION LOSSES (TL):

- 10.1 Quantum of SUG, and LP (calculated at MAOP of the pipeline) shall be specified by the Transporter and approved by the Board. SUG and LP shall be reviewed (Quarterly or half yearly or annual) by the Transporter along with the Board.
- 10.2 Shipper shall be obliged to sell/provide the gas required by Transporter for SUG, LP and TL at the prevailing market price in proportion to their capacity booking. Nevertheless Transporter shall be free to source this gas from any source.

11 PLANNED MAINTENANCE:

- 11.1 The transporter is required to draw up and publish a maintenance plan for a defined period identifying those entry and exit points where gas flows may be restricted by maintenance works, the extent of the restrictions and when they will occur. The transporter must construct the plan so as to minimise disruption to affected parties and can request information from shippers on their intended entry and exit flows to assist in this.
- 11.2 Dates within the plan can be adjusted on 30 days notice to affected shippers but the transporter must then adhere to the plan as far as reasonably practicable.
- 11.3 The planned maintenance period shall not exceed 10 days in a year.

12 FORCE MAJEURE:

- 12.1 For the purposes of the Code, Force Majeure means any event or circumstance, or any combination of events and/or circumstances, the occurrence of which is beyond the reasonable control of, and could not have been avoided by steps which might reasonably be expected to have been taken by, the affected party and which causes or results in the failure of the affected party to perform or its delay in performing any of its obligations owed to any other Party or Parties under the Code, including:

12.1.1 war declared or undeclared, threat of war, terrorist act, riot, civil commotion, public demonstration, sabotage, act of vandalism;

12.1.2 act of God;

12.1.3 strike, lockout or other industrial disturbance;

12.1.4 explosion, fault or failure of plant, equipment or other installation which the affected party could not prevent or overcome by the exercise of the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same kind of undertaking under the same or similar circumstances;

12.1.5 governmental restraint or the coming into force of any Legal requirement;

12.1.6 a failure by any other party to comply with its obligations pursuant to the Code or the Framework Agreement.

12.2 Inability (however caused) of a Party to pay shall not be Force Majeure.

12.3 The act or omission of:

12.3.1 any agent or contractor of a Party, or

12.3.2 in relation to a Shipper, any person selling or supplying gas to such Shipper, or any Delivery Facility Operator or Connected System Operator or any producer or consumer

shall not be Force Majeure unless such act or omission is caused by or results from events and/or circumstances which would be Force Majeure as indicated above.

12.4 Information

12.4.1 Following any occurrence of Force Majeure, the Affected Party shall:

(a) as soon as reasonably practicable notify each of the other party(s) of the occurrence and nature of the Force Majeure, the expected duration thereof (insofar as the same can reasonably be assessed) and the obligations of the Affected Party performance of which is affected thereby; and

(b) from time to time thereafter provide to each other party reasonable details of:

(i) developments in the matters notified under paragraph (a),

- (ii) the steps being taken by the Affected Party to overcome the Force Majeure occurrence or its effects and to resume performance of its relevant obligations.

12.5 Except the obligation to pay when due, Entities shall be relieved of their obligation in the event of Force Majeure.

13 GRIEVANCE/COMPLAINT REDRESSAL:

13.1 Grievance/complaint redressal mechanism arising out of use of this Code shall be as follows:

13.1.1 As far as possible, the grievances/complaints should be settled mutually as per the provisions of Access Arrangement entered into between the entities.

13.1.2 In case of non resolution of the grievance/complaint, the Board may appoint an ombudsman for its resolution.

14 OPERATIONAL PLANNING:

14.1 Nomination:

14.1.1 Shipper shall on a periodic basis provide nomination of quantities that it wish to transport through the pipeline in line with the provisions under Para 6.0 of this Code.

14.2 Scheduling:

14.2.1 Transporter shall schedule the quantities of gas for transportation based on the Nominations received.

14.2.2 In the scenario where the total Nominations exceed available capacity on a day Transporter shall schedule the firm quantities first and then the interruptible quantities.

14.2.3 Transporter may schedule the nomination for quantities over and above the booked capacity subject to a maximum of five percent of the declared pipeline capacity, beyond which approval of the Board shall be required.

14.2.4 During the constraint period, the transporter shall provide the details of Scheduled Quantities pertaining to all the Shippers on a daily basis in a transparent manner to all the shippers.

14.3 Allocation:

14.3.1 Quantity of gas measured at a point shall be attributed/ allocated to the Shippers.

14.3.2 Such attribution shall be based on a predetermined methodology as agreed between the Entities like pro-rata, ranked, swing, percentage,

etc.

14.3.3 Allocated Quantity of gas over and above the booked capacity that was scheduled by the transporter as per the nomination received is termed as Authorised Overrun Quantity. Shipper shall be liable to pay transmission charge for Authorised Overrun Quantity up to 10% of booked capacity. However, Shipper shall be liable to pay higher transmission charge for Authorised Overrun Quantity over and above 10% of booked capacity as mutually agreed between the Shipper and Transporter.

14.4 Measurement of Gas:

14.4.1 At each entry point, there shall be measurement equipment necessary to measure, on a continuous basis, the quantity of gas flown, pressure and temperature. Either at the entry point or in the "A Homogenous Area" (AHA) before the entry point, there shall be equipments to measure gas composition, heating value, H₂S content, Water, & Hydrocarbon Dew Point on continuous basis. Values of such parameters shall be specified giving higher and lower limits of the band as specified in para 5.6.4.

14.4.2 For the exit point, the network is divided into AHAs and the quality is continuously measured by Gas Chromatograph (GC) at each AHA. Measurement equipments to measure, throughout the day, the volume of gas flown, pressure & temperature are installed at the exit point.

14.4.3 Total error limit/accuracy of the Measurement Equipment shall be agreed to between the Entities.

14.4.4 Verification and Calibration shall be carried out as per specified code/standards as notified by the Board.

14.4.5 Either Entity may install check meters at requisite points with a pre-condition so as not to interfere with the Measurement Equipment installed by concerned Entity for custody transfer purpose.

14.5 Gas Accounting & Reconciliation:

14.5.1 Gas accounting should be on daily basis.

14.5.2 Gas reconciliation, billing & penalty terms shall be as decided between the Entities

15 OBLIGATIONS

15.1 At Entry Point:

15.1.1 Where the shipper delivers gas that does not meet the quality requirements ("off-spec." gas) the transporter shall have the right to:

(a) refuse to accept or

- (b) Continue to take the gas and levy additional charges for low capacity utilization (if any), clean up and integrity of the pipeline (capped at the value of the off-spec. gas delivered), as mutually agreed between Shipper and Transporter so long as the quality of the Commingled gas remains within the declared gas specifications.

15.2 At the Exit Point:

15.2.1 Where the transporter delivers gas that does not meet the quality requirements ("off-spec." gas) the shipper shall have the right to:

- (a) refuse to accept or
- (b) Continue to take the gas and charge any clean-up costs to the transporter (capped at the value of the off-spec. gas delivered).

16 PROCEDURE FOR REQUESTING CONNECTIONS TO NEW DELIVERY/REDELIVERY POINTS:

16.1 The entity seeking access to any entry or exit point on the pipeline shall submit to the transporter the request in writing. The transporter shall make available the format for receiving the request.

17 EMERGENCIES:

17.1 The procedures to be followed by Shippers and the Transporter in the event of an Emergency shall be included in the Access Arrangements by shipper and transporter on mutually agreed terms.

18 INFORMATION AND CONFIDENTIALITY:

18.1 All documentation, information, data, submissions and comments disclosed or delivered whether in writing or otherwise by any entity to the transporter, shipper or to any other party either in connection with or in consequence of the requirements of this Code shall be regarded and treated as confidential; and shall not be disclosed either in full or part of any or all of the documentation, information, data, submissions and comments including the contents and copies thereof in any form except in connection with any proceedings in any court.

19 JURISDICTION:

19.1 Subject and without prejudice to the provisions of this Code all the Parties irrevocably agree that the provisions of the PNGRB Act 2006 (PNGRB and the Appellate tribunal)/courts of India are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Code and the Framework Agreement and that accordingly any suit, action or proceeding (collectively "proceedings") arising out of or in connection with the Code or the Framework Agreement may be brought in such courts.

- 19.2 Each Party irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any proceedings in any such court and any claim that any such proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgement in any proceedings brought in India shall be conclusive and binding upon such Party and may be enforced in the courts of any other jurisdiction.
- 19.3 Any Party which is not a company incorporated under the Companies Act shall provide to the Operator an address in India for service of process on its behalf in any proceedings.

20 MISCELLANEOUS

- 20.1 If any dispute arises with regards to the interpretation of any of the provisions of this Code, the decision of the Board shall be final. Further, the Board may at any time effect appropriate modifications in this Code.
