



SCOPING STUDY ON THE RECONCILIATION OF OIL, GAS AND MINING FINANCIAL FLOWS

FY 2012-2013

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LIST OF ABBREVIATIONS

BP	British Petroleum
BPS	Badan Pusat Statistik (Statistics Indonesia)
BPK	Badan Pemeriksa Keuangan (Supreme Audit Agency)
BPKP	Badan Pengawasan Keuangan dan Pembangunan (Audit and Development Agency)
BUMD	Badan Usaha Milik Daerah (Regional-Owned Enterprises - ROEs)
CCOW	Coal Contract of Work
COW	Contract of Work
CMEA	Coordinating Ministry of Economic Affairs
CR	Cost Recovery
CSR	Corporate Social Responsibility
C&D tax	Corporate & Dividend tax
DBH	Dana Bagi Hasil (Revenue Sharing Fund)
DG	Directorate General
DG Budget	Directorate General of Budget
DG Fiscal Balance	Directorate General of Fiscal Balance
DG Mineral and Coal	Directorate General of Mineral and Coal
DG Oil and Gas	Directorate General of Oil and Gas
DG Taxation	Directorate General of Taxation
DG Treasury	Directorate General of Treasury
DHPB	Dana Hasil Produksi Batubara (Sharing percentage of coal sales)
Dit. NTR	Directorate of Non-Tax Revenues
DMO	Domestic Market Obligation
DPR-RI	House of Representatives
EI	Extractive Industry
EITI	Extractive Industries Transparency Initiatives
EMR	Energy and Mineral Resources
EY	Ernst & Young
GDP	Gross Domestic Product

Government	Government of Indonesia
GR	Government Regulation
HSE	Health and Safety Environment
ICP	Indonesia Crude Price
IPR	Izin Pertambangan Rakyat (License for informal mining)
IUP	Izin Usaha Pertambangan (Mining license)
IUPK	Izin Usaha Pertambangan Khusus (Special mining license)
JOB	Joint Operating Body
KP	Kuasa Pertambangan (Mining Concession)
KKKS	Kontraktor Kontrak Kerja Sama (Cooperative Contract Coordinator)
LKPP	Laporan Keuangan Pemerintah Pusat (Indonesian Government Audited Financial Statement)
MOMI	Minerba One Map of Indonesia
MSG	Multi Stakeholder Group
MEMR	Ministry of Energy and Mineral Resources
MMSCF	Million Standard Cubic Feet
NS	EITI Indonesia National Secretariat
NTR	Non Tax Revenue
PBB	Pajak Bumi dan Bangunan (Land & Building Tax)
PHT	Penjualan Hasil Tambang (Mining production sales)
PI	Participating Interest
PKBL	Program Kemitraan dan Bina Lingkungan (Partnership and Community Development Program)
PPh	Pajak Penghasilan (Income Tax)
PSC	Production Sharing Contract
PSDH	Provisi Sumber Daya Hutan (Forestry fee)
ROEs	Regional Owned Enterprises
SKK Migas	Special Task Force for Upstream Oil and Gas Business Activities
SOE	State-Owned Enterprise

TAC	Technical Assistance Contract
VAT	Value Added Tax
WHT	Withholding Tax
WK	Wilayah Kerja (Area of Operations)

1. EITI Background

The Extractive Industries Transparency Initiative (EITI) is an initiative to encourage transparency of revenues generated from the extraction of natural resources at the country level. In Indonesia, the EITI involvement aims to provide clear and concise reporting of revenues and payments to the Government of Indonesia (Government) from oil, gas and mining companies, in terms of tax and non-tax payments derived from the production and sale of these resources. A financial reconciliation of these figures by external parties is undertaken to verify these figures, and the resulting reconciliation is published in an annual EITI report. Citizens and civil society organizations are also expected to play a role in monitoring the EITI process.

[Presidential Decree No. 26/2010](#), which provides initial guidelines on national and provincial revenue, supports the implementation of EITI in Indonesia. The Decree provides the definition of "extractive industries" for the purposes of EITI, and establishes a multi-stakeholder group (MSG) to guide the EITI process, along with outlining the structure and roles of each MSG member.

The MSG consists of Government officials, coming from the Coordinating Ministry of Economic Affairs (CMEA), the Ministry of Finance (MOF), the Ministry of Energy and Mineral Resources (MEMR), the Ministry of Home Affairs (MOHA), the Audit and Development Agency (BPKP), the Special Task Force for Upstream Oil and Gas Business Activities (SKK Migas), and PT. Pertamina (Persero). In addition, representatives from local governments, company associations in extractive industry and civil society organizations (CSOs) are also included in the MSG. More generally, the decree demands participation by companies in the EITI process through reporting independently audited revenues that have been paid to the Government.

The EITI calls for an independent administrator to reconcile financial data between payments of companies and the actual revenue that the Government has received. However, reliable information is often not made available to the public due to legal barriers. Prior to the reconciliation process, the MSG must carefully define the work scope for the independent administrator.

EY was appointed to establish the scope of the 2012-2013 EITI Report. Data gathering, either from the Government or from companies involved in the extractive sector, was a pivotal point in preparing the report.

1.1 Review of MSG's Existing Work Plan

After conducting an initial review of MSG's work plan drafted by the National EITI Secretariat, we suggested timeline adjustments, with an estimated completion date of mid-December 2014.

We were expected to enable the EITI National Secretariat to use this scoping study as input for the selection of an independent administrator to perform the reconciliation process. We considered the current work plan to be adequate, though no clear timeline was available.

1.2 Past Report Review

Based on an initial review of previous EITI Indonesia reports, we identified additional elements needed to maintain compliance with the new EITI Standard. The key difference between the old EITI requirements and the new EITI Standard is the appearance of contextual information, which consists of the following:

1. Comprehensive review of the regulatory framework.
2. Production information for each commodity.
3. Size of the extractive industry relative to Indonesian GDP.
4. Information on export volume and contribution to total Indonesian export value.
5. Employment dispersion.
6. Regional production concentration for each commodity.

After reviewing and validating the findings of the *EITI Scoping Report 2010-2011*, we have concluded that the assumptions related to the “universe of payments” between companies and the Government, remain valid, with some minor addenda. Please refer to Annex 8 for details.

2. EITI Contextual Information

2.1 Extractive Industry Overview

The extractive industry is the backbone of the economy in Indonesia due to the abundance of natural resources, which contribute almost 40 percent of total Indonesian export value¹. Indonesia supplies 20 percent of the world's tin and has significant copper, nickel, gold, and coal resources². In terms of oil, Indonesia was one of the largest oil exporters and a member of the Organization of the Petroleum Exporting Countries (OPEC) before deciding to leave the organization in 2008, since the country was no longer a net oil exporter³.

As oil production has decreased in volume by half compared with oil production 15 years ago, the industry struggles to meet domestic demand⁴. In line with data cited by BPS, data from SKK Migas also shows that oil lifting has decreased from 1.1 million barrels per day in 2004 to 825 thousand barrels in 2013. In contrast to the decline in lifting volume, oil consumption increased from 1.3 million barrels per day in 2004 to 1.6 million barrels in 2013⁵. The changing trends of oil production and consumption can be seen in Annex 10.A.

In the gas sector, production and consumption volumes have been quite stable for the ten year period from 2004 to 2013. Although gas lifting dropped in 2013, from 2004 to 2013 average gas lifting was approximately 70 billion cubic meters (bcm). In terms of gas consumption, the figures did not vary widely, with 32.2 bcm in 2004 and 38.4 bcm in 2013. The changing trends of gas production and consumption can be seen in the Annex 10.B.

Although the investments made in the oil and gas upstream sector by contractors increased from 2009 to 2013, most were in the production stage. Investments for exploration in 2009 amounted to USD 916 million, before reaching a peak of USD 2.12 billion and declining to USD 1.4 billion in 2013. On the other hand, investments in the exploration increased by approximately 64% from USD 11.53 billion in 2009 to USD 19.01 billion in 2013⁶. Investment in the oil and gas sector has more certain return because everything will be paid back by the Government through the cost recovery mechanism. The changing trend of investment value can be seen in the figure below, according to the 2013 SKK Migas Annual Report:

¹ Hardjapamekas, Erry. [Bringing revenue transparency to Indonesia's extractive industries](#). Stratfor. Stratfor. 2 Aug. 2013. Web. 5 Mar. 2015

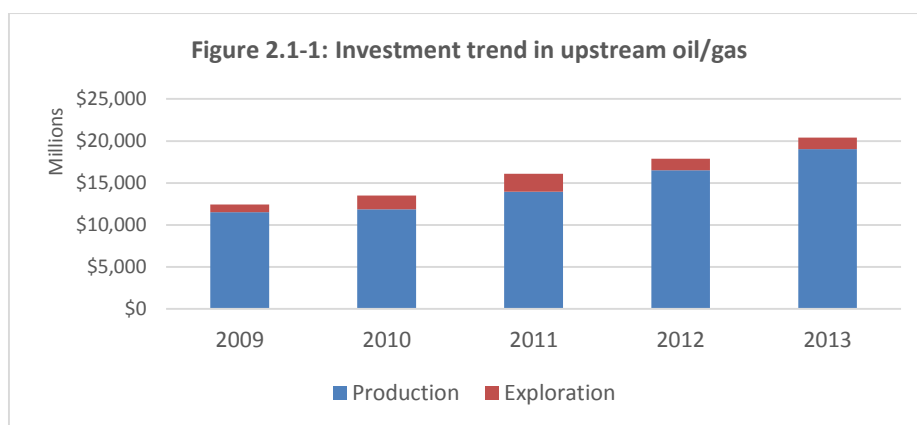
² [Indonesia](#). Resource Governance. Natural Resource Governance Institute. n.d. Web. 5 Mar. 2015

³ Grenfell, Oscar. [Indonesia quits OPEC after fuel price hikes](#). World Socialist Web site. International committee of the Fourth International. 14 Jun. 2008. WEB. 5 Mar. 2015

⁴ [Produksi Minyak Bumi dan Gas Alam](#), Badan Pusat Statistik. Badan Pusat Statistik. n.d. Web. 12 Mar. 2015.

⁵ [Crude Oil](#). Indonesia Investment. Van der Schaar Investments B.V. n.d. Web 6 Mar. 2015

⁶ [Laporan Tahunan 2013](#). SKK Migas. SKK Migas. N.d. WEB. 7 Feb. 2015



The mineral and coal sectors⁷ have expanded rapidly in the last decade, with the export value of mineral resources increasing from USD 3 billion to USD 11.2 billion over the past 12 years⁸. Furthermore, investments made in the sector increased by approximately 25.9% from USD 5.36 billion in 2013 to USD 6.75 billion in 2014⁹.

This rapid development can be seen most clearly in the coal industry. Based on the data from the Directorate General (DG) of Mineral and Coal, coal production increased significantly from approximately 256 million tons in 2009 to more than 400 million tons in 2013. Most of this production volume was exported, with only a small portion being used for domestic purposes, mostly in the power sector. The comparison between export and domestic sales in the coal sector can be seen in Annex 11.A.

Other minerals data from the DG Mineral and Coal shows that the minerals extracted from Indonesia are mostly exported, with only a small portion of production used domestically. Annex 11.B illustrates the comparison between export volume and domestic needs for mineral commodities as explained in this report.

Although the mining sector is showing promising development, the new mining law in 2009, which enabled provinces and municipalities to award mining licenses, might lead to further corruption in the license granting mechanism¹⁰. The loss of Government revenue due to corruption is estimated at IDR 4 trillion from 2010 to 2013, with the most corruption activity in the mining sector taking place in Kalimantan province, the centre of mining activities. Support from Indonesia's Corruption Eradication Commission (KPK) is needed to prevent further corruption occurring, since the institution has already prosecuted almost 100 government officials and lawmakers up to 2013¹¹.

⁷ In Indonesia, quarrying is included in mineral and coal sector

⁸ [Indonesia](#) EITI website, Mar. 2015

⁹ [Statistics](#). BKPM. n.d. 12 Mar. 2015

¹⁰ Sailo, Laldinkima. [Protectionism in Indonesia's Mining Sector](#). *East Asia Forum*. East Asian Bureau of Economic Research. 20 Jun. 2013. Web. 6 Mar. 2015

¹¹ Kwok, Yenni. [Shocking Arrest Underscores Endemic Corruption in Indonesia's Energy Sector](#). *Time*. Time. 15 Aug. 2013. Web. 6 Mar. 2015

Upstream Activities

With 3.7 billion barrels of oil reserves and 2.9 trillion cubic meters of gas reserves in 2012, oil and gas as commodities in Indonesia are facing very different circumstances: As outlined in Sections 2.4.5.1 and 2.4.5.2, the oil reserves-to-production ratio is 11 years, while the reserves-to-production ratio for gas is around 40 years.

Indonesian basins promise large additional reserves with most of the discoverable hydrocarbon deposits lying in the eastern part of the country. With respect to the recent decline in oil production, the Government has high hopes for the Cepu block in East Java, which was discovered in 2001 and is believed to hold 600 million barrels of oil and 48 billion cubic meters of gas¹². The block is the backbone of current oil lifting in the country, and is expected to contribute almost 20% of total Indonesian oil output at its peak. Nevertheless, this production boost will still be unable to bridge the gap between the production and the domestic demand¹³.

Among many significant oil and gas upstream activities, we have identified the most significant project developments in 2012 as being located in Banyu Urip (East Java), Abadi (Maluku), Jangkrik & Jangkrik North East (East Kalimantan), Bukit Tua (East Java), Ande Ande Lumut (Riau Islands), Kepodang (Central Java), Ruby (South Kalimantan), Corridor Block (South Sumatra), NDD area (Riau), Kutai Basin IDD (East Kalimantan), Senoro and Tangguh (Central Sulawesi and West Papua).

Similarly, in 2013, we have identified developments located in Banyu Urip (East Java), Abadi (Maluku), Jangkrik & Jangkrik North East (East Kalimantan), Madura Strait (East Java), Integrated POD Gresik (Central Java), Kutai Basin IDD (East Kalimantan), Senoro and Tangguh (Central Sulawesi and West Papua). Annex 13 provides the map of these developments.

In the mineral and coal sector, with approximately 21 billion tons of reserves or more than 40 years of coal reserves, Indonesia is one of the world's largest coal exporters¹⁴. Coal has an important role in power generation with 39 percent of world electricity being generated from coal¹⁵. In line with the world trend, the Ministry of Energy and Mineral Resources (MEMR) has targeted an increased in coal usage in electricity to 30 percent in 2025¹⁶. However, the plan to raise royalties from 3 percent to 7 percent of net sales may cause small to medium-sized companies to suffer¹⁷.

Based on data from the US Geological Survey (USGS) in 2012, Indonesia has an abundance of mineral reserves in the country beyond coal. With 28,000 tons of copper reserves, Indonesia can sustain production for almost 80 years, and 3,000 tons of gold will enable the country to produce gold for 50 years. Bauxite and copper reserves in Indonesia in 2012 were 1 million tons, giving more than 30 years of production.

¹² [Indonesia Oil and Gas Sector-Upstream Challenges](#). *Global Business Guide*. Global Business Guide.n.d. Web. 6 Mar. 2015

¹³ [Indonesia expects output from Exxon Mobil's Cepu block to peak in July/Aug 2015](#). *Reuters*. Thomson Reuters. 15 Sept. 2014. Web. 6 Mar. 2015

¹⁴ [UPDATE-3-Indonesia eyes coal export curbs, tax](#). *Reuters*. Thomson Reuters. 4 Jun. 2012. Web. 12 Mar. 2015

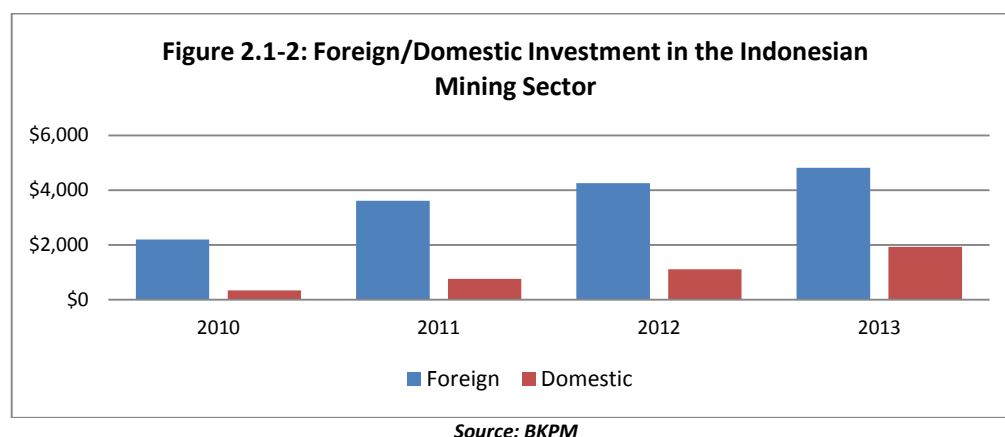
¹⁵ [Coal](#). *Indonesia-Investments*. Van der Schaar Investments B.V.n.d. Web. 6 Mar. 2015

¹⁶ [Pemerintah Ajukan KEN menjadi UU](#). *Ministry of Energy and Mineral Resources*. Ministry of Energy and Mineral Resources.n.d. Web. 6 Mar. 2015

¹⁷ [The Coal Sector in Indonesia](#). *Global Business Guide*. Global Business Guide.n.d. Web. 6 Mar. 2015

In contrast, nickel has only 17 years of production with 3.9 million tons of reserves for the commodity. Likewise for tin, with 800,000 of tin reserves, Indonesia can only sustain production of the commodity for approximately 20 years.

Based on the data from the Indonesian Investment Coordinating Board (BKPM), most of the investment in the mining sector is driven by foreign investment. From 2010 to 2013, investment in the sector increased significantly from USD 2.2 billion to USD 4.8 billion¹⁸. The growth of foreign and domestic investment in the mineral and coal sector can be seen in the figure below.



A number of reforms are ongoing in the sector. In addition to implementation of the EITI, the DG of Oil and Gas has considered disclosing the general terms and conditions of oil and gas contracts. Additionally, the “*minerba one map of Indonesia*” (MOMI) website reveals cadastral information on the mineral and coal activities taking place in Indonesia. Furthermore, the Government has introduced a sustainability report for state-owned enterprises (SOEs), but many feel that enforcement should also apply for private companies in the extractive industry.

Downstream Activities

With eight refineries producing petroleum products in Indonesia, PT Pertamina produces approximately 40.6 billion litres of petroleum products, meeting approximately 73% of Indonesia’s fuel demand¹⁹. The Government intends to abolish premium fuels and replace them with Octane 92 Fuel (Pertamax), and Biosolar, the latter being subsidized by the Government. The introduction of Pertamax requires the upgrading of existing refineries in Indonesia.

Indonesia currently has 46 GW of electricity generating capacity, with plans to increasing this capacity by an additional 35 GW by 2019²⁰. Consistent with the decline of crude oil production, the Government plans to reduce crude oil usage as a source of energy from 50 percent in 2011 to 23 percent in 2025²¹.

In order to meet the rapid demand for gas, Indonesia will need an additional 1,300 million standard cubic feet of gas production per day (mmscfd). Indonesia plan to establish 13,400 MW of gas-fired

¹⁸ [Statistics](#). BKPM. BKPM. n.d. 12 Mar. 2015

¹⁹ [PT Pertamina’s Cilacap Refinery Upgrade Project, Indonesia](#). *Hydrocarbons-Technology*. Kable.n.d. Web. 12 Mar. 2015

²⁰ [Annual Report 2013](#). PT. PLN. PT. PLN. n.d. Web. 16 Mar. 2015.

²¹ [Crude Oil](#). *Indonesia-Investments*. Van der Schaar Investments B.V.n.d. Web 6 Mar. 2015

power stations in Indonesia by 2020, which will require almost all of the additional gas production mentioned²².

As mentioned, domestic coal usage is predominantly in the power sector. The type of coal produced in Indonesia is considered to be a low calorie variety suitable for power plants, thus the use of coal in the power sector almost doubled in volume from 34 million tons in 2010 to 61 million tons in 2013. A comparison of coal usage in Indonesia can be seen in Annex 12.A.

In the mineral and coal sector, based on research by USAID, the introduction of [Government Regulation \(GR\) No. 1/2014](#) banning exports of unprocessed minerals could result in a USD 6.3 Billion net welfare loss per year. The brunt of these losses will be to Government revenue, including royalty and income taxes. Moreover, the sudden introduction of the unprocessed mineral export ban could increase illegal sales of unprocessed minerals, at least until sufficient domestic processing (smelters) can be operationalized to absorb surplus supply. The Government intends to be proactive in preventing further loss by providing incentives to establish infrastructure for mineral processing. It is estimated that net welfare could be improved by USD 832 million per year and increase total export value by USD 1.3 billion²³ if sufficient measures can be put in place to maximize domestic processing.

PT Timah, the biggest producer of tin metal and tin concentrate in Indonesia, already carries out tin processing on its own²⁴. Although figures in Annex 11.B show the dominance of the export of tin, it was mostly exported in metal form.

In line with the Government's plan to boost downstream activity for minerals, there are a number of nickel smelters in place in Sulawesi. The power demand for smelting activities has already been prepared through PLN, the national power company. One of the companies involved in the nickel smelting activities is PT Macrolink Nickel Development, which will ultimately produce 200,000 tons of finished products. The raw materials will be sourced locally and the activities will employ approximately 300 employees²⁵.

As seen in Annex 11.B, there is almost no domestic consumption of iron ore in Indonesia, as the first factory to process iron ore was only established at the end of 2012 by PT Meratus Iron Jaya Steel (a joint venture between PT Aneka Tambang and PT Krakatau Steel). The throughput of PT Meratus Iron Jaya Steel is now 315,000 tons per year.

As one of the biggest gold and copper producers in Indonesia, Freeport plans to invest USD 2.3 million for a smelter in Gresik, East Java. In July 2014, Freeport was allowed to resume the export of raw commodities up to 2017 in exchange for paying higher royalties²⁶. Owing the expertise of PT Antam in the gold smelting business, Freeport cooperates with PT Antam to conduct the gold smelting.

²² Reuters. [Indonesia Expects 60% Increase in Gas Demand Over Next 5 years](#). *Downstream Today*. Rigzone. Web. 6 Mar. 2015

²³ Nathan Associates. [Executive Summary: Economic Effects of Indonesia's Mineral-Processing Requirements for Export](#). *US Agency for International Development*. US Agency for International Development. Apr. 2013. Web. 6 Mar. 2015

²⁴ [PT Timah dan Peningkatan Nilai Tambah](#). *Ministry of Energy and Mineral Resources*. Ministry of Energy and Mineral Resources. n.d. Web. 13 Mar. 2015.

²⁵ [PLN Pasok Listrik ke Pabrik Pengolahan Nikel di Sulawesi Selatan](#). *Ministry of Energy and Mineral Resources*. Ministry of Energy and Mineral Resources. n.d. Web. 13 Mar. 2015.

²⁶ [Mining Renegotiations: Freeport Indonesia Builds Copper Smelter in Gresik](#). *Indonesia Investment*. Van der Schaar Investments B.V. 20 Aug. 2014. Web 12 Mar. 2015

Furthermore, PT Indosmelt, one of the copper smelter companies in Indonesia, plans to provide a copper smelter with a capacity of 350,000 tons per year at a total investment of USD 700 million²⁷.

Given the focus of the EITI, and in keeping with the EITI Standard, this report will concentrate exclusively on the upstream phase of the extractive industries in Indonesia. The parties involved in downstream industries are much greater in number, which increases the complexity of the payment and revenue reconciliation process, in addition to the fact that the revenues generated are not as significant for the country.

2.2 Regulatory Framework of the Extractive Industries

The regulation of the extractive industries in Indonesia is guided primarily by Paragraph 33 of the 1945 Constitution, which states *“The natural wealth of the land and sea falls under the jurisdiction of the state and should be used for the greatest benefit and welfare of the people”*.

2.2.1 Employment Regulations for Extractives Companies

[Investment Law No. 25/2007](#), Article 10 prioritizes the utilization of Indonesian manpower in the private sector. In October 2013, the Ministry of Energy and Mineral Resources (MEMR) issued [Regulation No.31](#), which regulates the employment of foreigners in the industry to fulfill the aim of transfer of knowledge, skills and expertise from expatriates to local employees.

Based on the decree, expatriates can not be employed in certain positions, including:

1. Human resources
2. Legal affairs
3. Health and Safety Environment (HSE)
4. Supply chain management
5. Quality control
6. Exploration and exploitation functions below superintendent or equivalent levels.

Furthermore, expatriates should meet certain requirements such as work experience, age, Indonesian language skills, and capacity for skills and knowledge transfer. These requirements are set within specific parameters but exceptions apply in the case of the following:

1. Directors
2. Commissioners
3. Expatriates in international labor exchange programs
4. Expatriates with special skills.

The decree provides protection for local employees with the main goal of developing local content and capacity in the extractive industry.

2.2.2 Environmental Policies for Extractives Companies

[Law No. 40/2007](#) stipulates that all companies involved in the extractive industries are obliged to pay attention to social and environmental conservation, and the companies should bear the costs of such conservation efforts. Deviation in the implementation of this law will result in sanctions for the

²⁷ [Indosmelt Bangun Smelter Rp 6,58 Triliun](#). Ministry of Industry. Ministry of Industry. n.d. 12 Mar. 2015

companies. However, clear guidelines on corporate social responsibility (CSR) activities undertaken by companies are not available (see Section 3.1.3 on social expenditures). The absence of such guidelines creates a barrier for the Government to record the implementation of CSR in the private sector. The 2012-2013 EITI reporting template has been amended to address this issue.

[Environmental Law No. 32/2009](#) states that companies should obtain permits before their operations commence. In order to support environmental conservation, companies are prohibited from conducting oil and gas activities in protected forests, unless government permits are obtained. [Government Regulation No. 10/2010](#) establishes the permit process for activities in protected forests and projects that are considered to be strategic and important. Companies have to pay a forestry fee and should conduct reforestation activities in their operational areas, as mandated by [Government Regulation No. 24/2010](#) and [Government Regulation No. 61/2012](#).

2.2.3 Roles and Responsibilities of Government Agencies

2.2.3.1 Ministry of Energy and Mineral Resources (MEMR)

MEMR is a ministerial post assigned to assist and organize the Government's affairs in the area of mineral and energy resources. The functions of MEMR, as stated in [EMR Ministerial Regulation 18/2010](#) are formulating, creating and implementing technical policies at the national level in energy and mineral resources.

Other than its role in issuing laws and regulations, MEMR is responsible for awarding licenses and contracts. MEMR should also ensure good mining practices, so that the activity will not threaten the existing social and natural environment. MEMR, through its respective directorates, will provide forecast of the Government revenue from oil, gas and mining to the Ministry of Finance.

MEMR's vision is to ensure the realization of energy independence and sustainability and to adding value to the mineral and energy sectors in an effort to provide greater benefits to Indonesian citizens²⁸.

MEMR maintains information on government ownership of cadastral data through [Law No.22/2001](#) Article 20 for the oil and gas industry, and [Law 4/2009](#) Articles 87-88 for the mining industry. Currently, there is no prevailing regulation enforcing the disclosure of cadastral information to the public.

MEMR is host to the following entities:

- ***Directorate General of Oil and Gas (DG Oil and Gas)***

DG Oil and Gas is the unit within MEMR responsible for policy and technical standards in the oil and gas sector. The unit is governed by [EMR Ministerial Regulation No. 18/2010](#), and reports to the Minister of Energy and Mineral Resources. DG Oil and Gas has several functions such as roadmap development to promote oil and gas production in Indonesia. DG Oil and Gas is responsible for ensuring that strong regulations are in place in order to have reliable oil and gas production, e.g. the tendering mechanism for exploration and production blocks.

²⁸ [ESDM – Official Website](#). Ministry of Energy and Mineral Resources. Ministry of Energy and Mineral Resources.n.d. Web. 6 Feb. 2015.

Furthermore, DG Oil and Gas also formulates the lifting calculation between the contractor and the Government, together with SKK Migas.

DG Oil and Gas provides oil and gas production information on each producing area to DG Fiscal Balance as a basis for the transfer balance fund calculation²⁹ from the central government to provincial and municipal governments. Since DG Oil and Gas is responsible for the downstream sector as well, it is also responsible for policies on fuel subsidies.

- **Directorate General of Mineral and Coal (DG Mineral and Coal)**

DG Mineral and Coal is responsible for governing the mineral sector, in accordance with [EMR Ministerial regulation No. 18/2010](#). The vision of DG Mineral and Coal is to ensure the sustainability and independence of the coal sector, and create added value in mineral processing in an environmentally conscious manner to provide greater benefits to Indonesian citizens.

DG Mineral and Coal is responsible for enhancing the domestic supply of minerals and coal through the tendering of new licenses, and ensuring that the economic value of minerals and coal is enhanced through domestic processing, in addition to improving the domestic skills for mineral and coal processing through development of smelters or refineries.

DG Mineral and Coal is also tasked with ensuring that provincial and municipal governments are reporting mining activities and performance in each area. Similar to DG Oil and Gas, DG Mineral and Coal provides data on the production of mineral and coal producing areas to the DG Fiscal Balance as a basis for the transfer balance fund calculation from the central government to provincial and municipal governments.

- **Special Task Force for Upstream Oil and Gas Business Activities (SKK Migas)**

SKK MIGAS is the governmental body responsible for managing the upstream oil and gas sector. The establishment of SKK Migas was a result of the Constitutional Court decree on the disbandment of BP MIGAS as an unconstitutional entity. At present, existing regulations are insufficient to sustain upstream oil and gas reform, and discussions are under way to strengthen the system³⁰.

The main objective of SKK Migas is to ensure that oil and gas generate maximum benefit and increase state revenue as well as improve the people's welfare. To achieve these objectives, SKK Migas has several major roles in terms of contractor/company operations. First, SKK Migas provides input to MEMR with respect to the preparation and tendering of blocks. Second, the head of SKK Migas represents the Government in signing the contracts with contractors. It then assesses development plans of contractors and submits evaluations to MEMR for approvals. SKK Migas also provides approval for work plans and budgets from contractors, and monitors and reports on the performance of each contractor to MEMR. Finally, SKK Migas is responsible for ensuring that actual oil and gas lifting/sales are aligned with pre-approved lifting/sales plans.

2.2.3.2 Ministry of Finance

The task of the Ministry of Finance is to manage financial and state assets and to assist the President in running state affairs. These functions include:

²⁹ Will be explained further in Section 2.3.5

³⁰ [Satuan Profil Kerja Khusus Pelaksana Kegiatan Usaha Hulu Minyak dan Gas Bumi](#). SKK Migas. SKK Migas. N.d. Web. 13 Oct. 2014.

1. Formulation, stipulation, and implementation policies on finance and state assets;
2. Management of state property/assets belonging to the Ministry of Finance;
3. Supervision of implementation of the tasks within the Ministry of Finance;
4. Implementation of technical guidance and supervision of the Ministry of Finance's affairs in the regions;
5. Implementation of national technical activities; and
6. Implementation of vertical technical activities in the regions.

Among its other duties, the Ministry of Finance is tasked with managing the state assets of the extractive sector (particularly in oil and gas where all of the fixed assets belong to the state), formulating and implementing financial policy in the extractive sector related to business activities, representing the government as the shareholder of the extractive sector SOEs in terms of funding and dividend policy, and managing revenue from the extractive sector and fund allocation to the local provinces. The Ministry of Finance is divided into directorates with separate areas of responsibility:

- **Directorate General of Budget (DG Budget)**
DG Budget is tasked with formulating and implementing budget policies and technical standardization. It has an important role in the Indonesian National Budget establishment. The extractive industry is one of the vital contributors to state revenue. At the beginning of each fiscal year, DG Budget coordinates with other related government agencies to arrange the budgeted revenue of the extractive industry and reconcile the realization at the end of the fiscal year. DG Budget also coordinates with the Directorate of Fiscal Balance under the Ministry of Finance in respect of the revenue sharing fund budget. DG Budget has one directorate whose role is to manage non-tax revenue, including revenue from the extractive industries.
- **Directorate of Non-Tax Revenue (Dit. NTR)**
The Directorate of Non-Tax Revenue (*Penerimaan Negara Bukan Pajak* or PNBP) is a directorate under the Directorate General of Budget. It is responsible for formulating and applying policies and technical standards in non-tax revenues from the extractives sector and for collecting non-tax revenue from extractives companies. One of its important roles is in calculating the Government portion of the oil and gas PSC mechanism and monitoring non-tax revenue payment receipts. It coordinates with MEMR to oversee non-tax revenue realization of the extractive industry. The accuracy of the data of its non-tax revenue oversight will enhance the budget quality of the sharing fund mechanism to be handled by DG Fiscal Balance. [Law No. 20/1997](#) stipulates the mechanism for non-tax revenue. Non-tax revenues from the oil and gas sector are stipulated in [Law No.22/2001](#)³¹. The law specifies the types of revenue and the entities obliged to make payments. Under the law, the Minister is authorized to appoint a government agency to perform the collection task.
- **Directorate General of Fiscal Balance (DG Fiscal Balance)**
DG Fiscal Balance was established in 2004 based on [Law No.1/2004](#) and Article 2 of [Law No. 33/2004](#). Its main duties are to formulate and implement technical and standardization policies in the fiscal balance and revenue sharing between the central government and provincial/municipal governments. Further details on revenue sharing are explained in Section 2.3.5.

The DG Fiscal Balance has an important role in the Extractive Industry Revenue Sharing Fund mechanism. Formulating percentages for fund allocation is a vital part of the mechanism. In

³¹ [Tugas dan Fungsi](#). Ministry of Finance. Ministry of Finance.n.d. Web. 27 Feb. 2015

coordination with MEMR and DG Budget, DG Fiscal Balance verifies and reconciles revenue realization as the basis for transfer balance fund calculation on a quarterly basis. Through DG Fiscal Balance, the Government expects policy and technical standardization of fiscal balance between the central and local governments to be more aligned with the planned government financial roadmap.

- **Directorate General of Treasury (DG Treasury)**

DG Treasury was established in 2004 through the issuance of Presidential Decrees [Numbers 35, 36, 37](#), Ministry of Finance Regulation No.302/2004, and Ministry of Finance Regulation No. 303/2004. Its main function is to formulate and implement policies, standards, norms, guidance and procedures in respect of the national treasury. DG Treasury is the unit responsible for ownership of the State Account; as such, all government revenue from the extractive industry is received by DG Treasury. This revenue is confirmed and reconciled with other related government agencies such as DG Budget, DG Fiscal Balance, and respective directorates of MEMR as part of extractive industry revenue realization monitoring.

- **Directorate General of Taxation, Ministry of Finance (DG Taxation)**

DG Taxation functions via [Ministry of Finance Regulation No.184/2010](#), with responsibility for formulating and implementing tax policies and establishing the norms, standards, procedures and criteria for tax administration, including taxation of extractive companies. At the beginning of the fiscal year, DG Taxation provides potential tax revenue estimation to DG Budget, and the actual/estimated revenues are monitored and reconciled at the end of the year. DG Taxation also coordinates with DG Fiscal Balance with respect to tax revenue sharing allocation.

Based on the elaboration of the roles and responsibilities of the government agencies mentioned above, the following diagrams illustrate the connection between each public entity governing the extractives sectors.

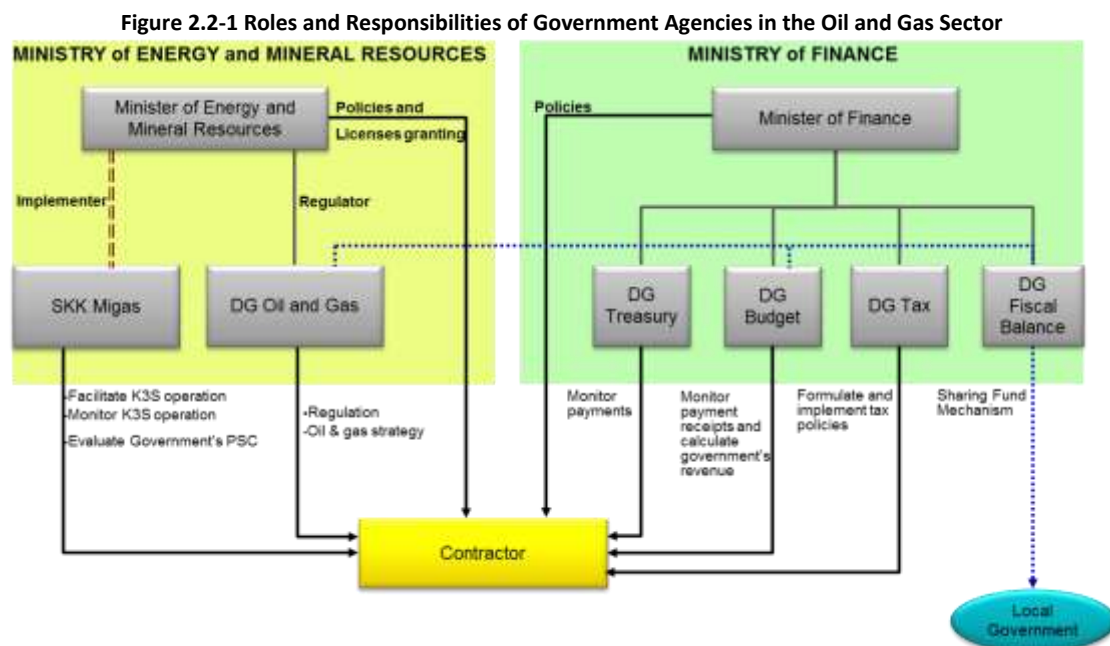
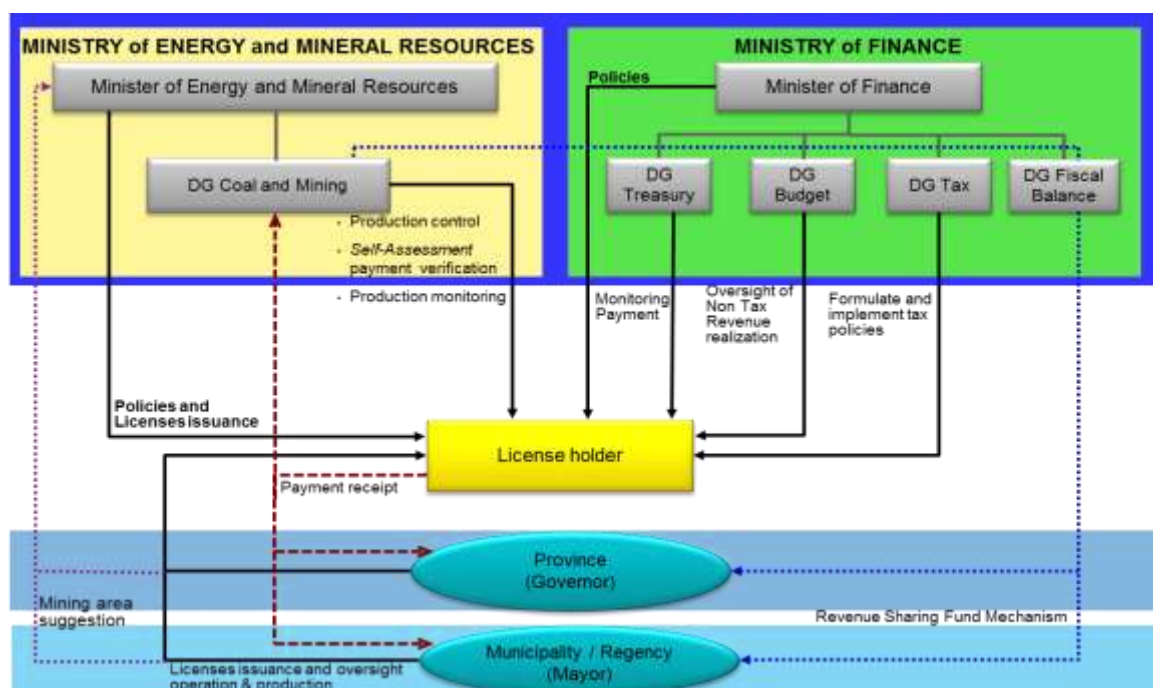


Figure 2.2-3 Roles and Responsibilities of Government Agencies in the Mining Sector



2.3 Contribution of Extractive Industries to the Indonesian Economy

2.3.1 Contribution to GDP

Based on annual statistical reports by Statistics Indonesia (BPS), the extractive industry contributed approximately 19.6% to Indonesian GDP in 2012, decreasing to 18.6% in 2013. Still, the extractive industries remain a vital part of the economy and continue to play a significant role in export revenues and public spending. The total revenue from oil and gas is expected to increase in 2014³².

Table 2.3-1 Commodity Contribution to GDP (Source: BPS, DG Mineral & Coal, and USGS)

No	Commodity	Value in 2012 (IDR Trillion)	% of GDP (2012)	Value in 2013 (IDR Trillion)	% of GDP (2013)
1	Oil and Gas	641	7.79%	668	7.35%
2	Coal	348	4.23%	361	3.98%
3	Gold	30	0.37%	230	2.54%
4	Nickel	38	0.46%	64	0.71%
5	Copper	24	0.30%	24	0.27%
6	Bauxite	9	0.10%	15	0.17%
7	Tin	6	0.08%	5	0.06%
8	Others	515	6.26%	320	3.52%

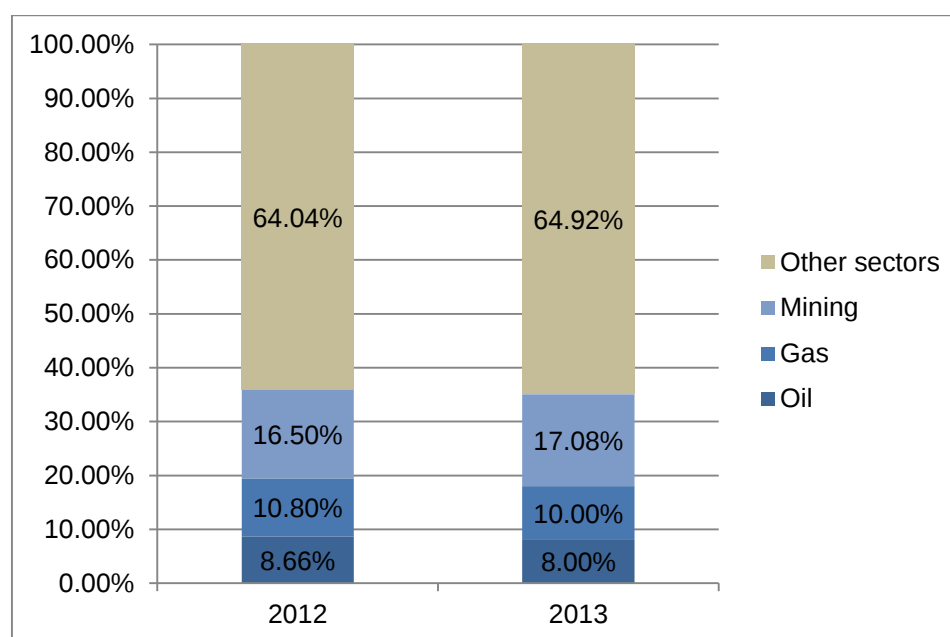
2.3.2 Contribution to Indonesia's Total Exports

Based on total export data from the Indonesian Government Audited Financial Statement (LKPP) and Statistics Indonesia (BPS), the extractive industries make a significant contribution to Indonesia's total

³² Erry Riyana Hardjapamekas. [Extractive Industries Transparency Initiative board member in Indonesia](#). Web. 23 May 2013.

export value. In 2012 and 2013, overall export value from the extractive industries contributed IDR 645 trillion and IDR 619 trillion, or around 35%-36% of the country's total export value³³.

Figure 2.3-1 Contribution of Exports by Sector (Source: BPS)



2.3.3 Contribution to Employment

The extractive industries are expected not only to increase government revenue, but also to develop the local economy in areas where the resources are extracted. Data from the National Statistics Agency (BPS) shows that the extractives sector has created jobs for approximately 1.5 million people (or around 1.2% of total employment). Of those 1.5 million jobs, more than 900,000 are located in rural areas³⁴. The BPS calculation only covers formal employment including both large and small-scale mining companies, and excludes the informal sector. Some of the large companies that significantly contribute employment in the extractive sector are as follows: in the oil and gas sector, Chevron Pacific Indonesia with 36,000 employees, PT. Pertamina with 16,000 employees, Total E&P 20,000, and Conoco Phillips with 30,000 employees; in the mining sector, Kaltim Prima Coal with 5,000 employees, Adaro Indonesia with 9,000 employees, Arutmin Indonesia with 500 employees, and Freeport Indonesia with 22,000 employees³⁵.

The employment dispersion figures emphasize the small percentage of employment creation, underscoring the fact that the extractive industries are high-technology rather than high-employment industries. One of the difficulties in acquiring the real figure of employment dispersion is that BPS data only captures the formal sector, and the Government does not capture or record the number of

³³ [Perkembangan Ekspor dan Impor Indonesia Desember 2012](#). *Berita Resmi Statistik*. Badan Pusat Statistik. 1 Feb. 2013. Web. 27 Feb. 2015

³⁴ [Indikator Pasar Tenaga Kerja Indonesia Mei 2014](#). *Indikator Pasar Tenaga Kerja Indonesia Mei 2014*. Badan Pusat Statistik. Web. 27 Feb. 2015

³⁵ Rounding whole numbers to the nearest hundred.

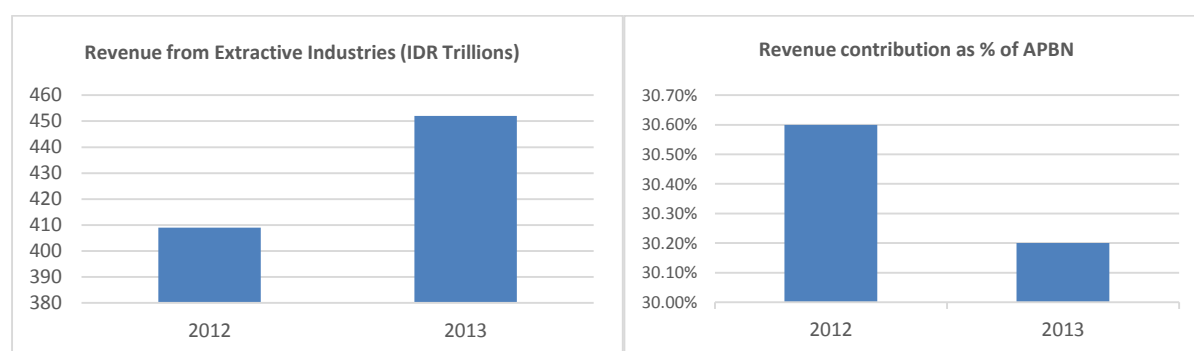
informal activities in the extractive sector³⁶. Furthermore, the report cannot capture the increase in the number of people employed in certain peak periods in a given year via outsourcing.

For comprehensive historical data on the elements mentioned above, the [BPS website](#) has the most detail on Indonesia's export value, GDP, revenue and production data (including data on commodities).

2.3.4 Contribution to Government Revenue

According to the LKPP, the oil, gas, and mining sectors contributed IDR 410 trillion to public spending and accounted for approximately 31% of total Government revenues in 2012. It is noteworthy that 93% of these revenues were generated from the oil and gas sectors alone³⁷. However, although an increase in revenue is evident, the extractive sector's contribution to overall Government revenues has declined year-on-year, since its marginal contribution is relatively low compared with other sources.

Figure 2.3-2 Extractive Industry Revenue Contribution



2.3.5 Revenue Management in the Extractive Industries

All revenues generated from oil, gas and mining activities are deposited in the State Treasury. The allocation of these revenues is carried out via the *Revenue Sharing Fund (DBH)* mechanism. The Directorate General of Budget determines the revenue allocation for each region according to a particular percentage based on existing regulations³⁸. The percentage allocation is based on location, level of production, and level of government administration. The exact allocation under the revenue sharing formula is listed in the Ministry of Finance website³⁹.

³⁶ EITI Indonesia National Secretariat. *Technical Meeting Mining Sector*. 20 Jan. 2015

³⁷ [Indonesian Government Audited Financial Statement](#). Ministry of Finance. Ministry of Finance. 12 Aug. 2014. Web. 13 Feb. 2015.

³⁸ [Law No. 33/2004](#) regarding Fiscal Balance between Central Government and Regional Governments. Web. 13 Feb. 2015.

³⁹ [Dana Bagi Hasil SDA](#). DG Fiscal Balance. Ministry of Finance. 26 Nov. 2012. Web. 13 Feb. 2015.

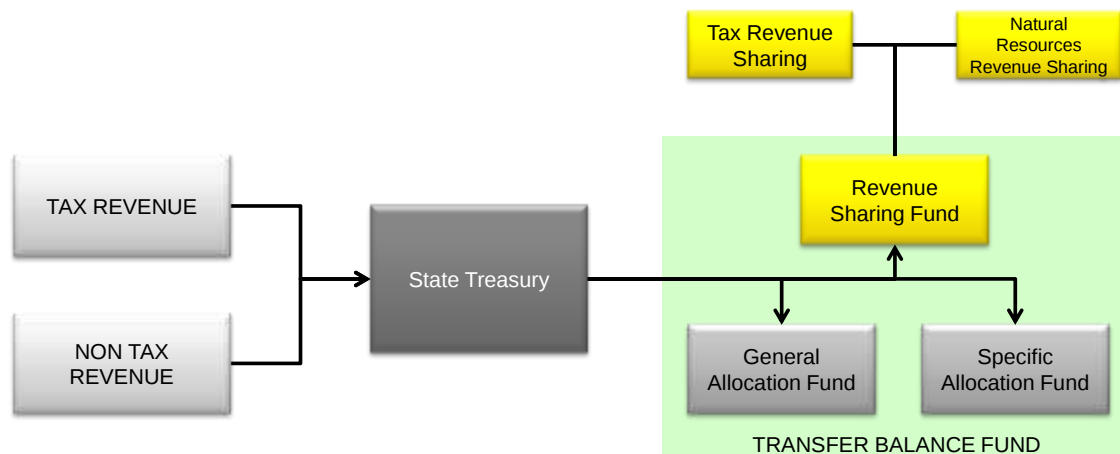
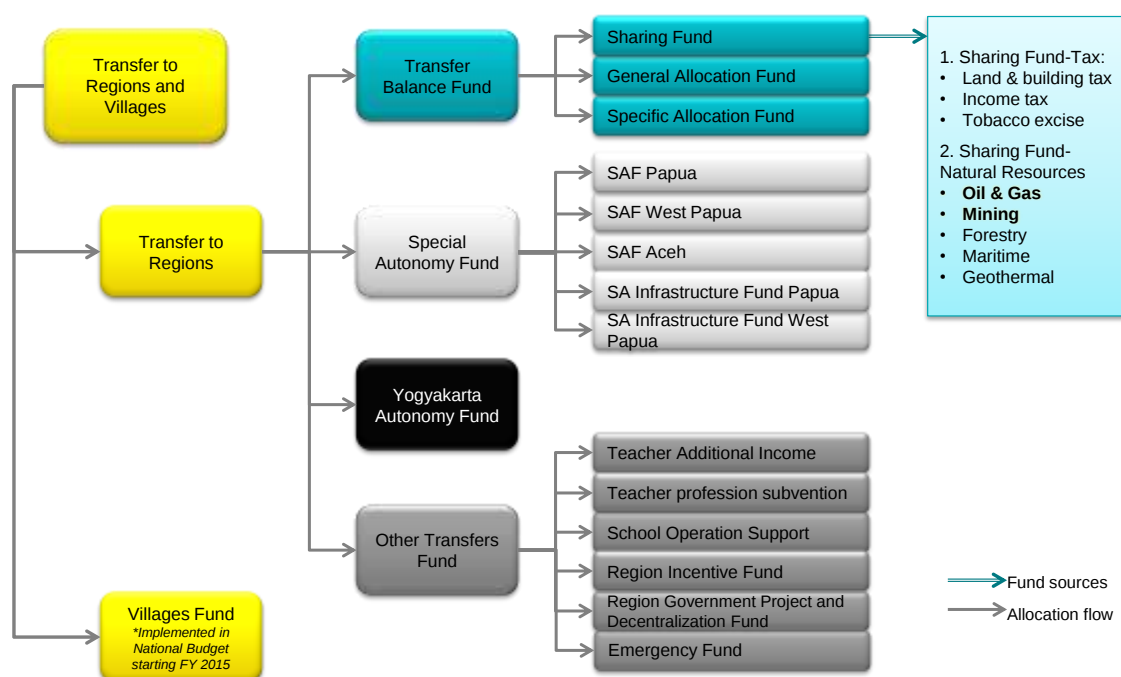


Figure 2.3-3 Extractive Industry Revenue Collection and Distribution

The Indonesian National Budget abides by the gross revenue principle whereby all state revenues, whether from tax, non-tax or grants, are combined into one in the State Treasury. The available funds are allocated for state spending, revenue sharing and other types of spending where the sources cannot be identified as being earmarked for any specific expenditures, geographic regions or programs.

All of the money collected from companies is pooled into the State Treasury, including other payments to local governments, such as mining permit fees. Sub-national governments receive funds from the Revenue Sharing mechanism (*Dana Bagi Hasil* or DBH) based on relevant rules and as approved by the National Parliament. The flow of revenue sharing in Indonesia can be seen in the diagram below:

Figure 2.3-4 Government Revenue Distribution



The Indonesian National Budget is made available to the public and is updated from time to time⁴⁰. The process begins when each ministry proposes an annual budget. At this stage, the annual budget proposal is indicative with the possibility of changes in terms of revenue target, price and subsidy. With respect to the extractive industries, the international price and volume are important during the budgeting process. Members of Parliament, specifically the House of Representatives (*Dewan Perwakilan Rakyat* or *DPR*) regularly request information from the executive branch of the Government, which information is accessible to the public and mass media. At year end, the [Indonesian Government Audited Financial Statement](#) is made available to the public⁴¹.

2.4 Oil and Gas Overview

The oil and gas industry in Indonesia has gone through significant changes from the first commercial oil discoveries in North Sumatra in 1885. Following national independence, the Government began inventorizing its oil and gas resources. In the 1960s, Pertamina was established as the only entity with the right to conduct exploration activities in Indonesia. Following a merger with PT. Pertamina (the owner of downstream activities), the single entity Pertamina was created.

In 1971, the Government strengthened the position of Pertamina as the only SOE authorized to conduct upstream and downstream activities through the introduction of new legislation. This led to the transformation of Pertamina as an SOE in 2003 and the organizational change from BP Migas to SKK Migas.

⁴⁰ [UU APBN& Nota Keuangan](#). Ministry of Finance. Ministry of Finance. N.d. Web. 24 Feb 2015.

⁴¹ [Indonesian Government Audited Financial Statement 2013](#). Ministry of Finance. Ministry of Finance. 12 Aug. 2014. Web. 24 Feb. 2015.

The SKK Migas annual report of 2012 showed that the total value of lifted oil and gas was approximately IDR 720 trillion and the value of the Government share of production was approximately US\$34.9billion⁴².

However, this production value does not segregate each commodity. In the following section below, the calculation for each commodity will use price assumptions from BPS. There are slight differences between our calculation and the figures stated by SKK Migas. Exchange rate differences and unavailability of information on segregation of commodities are potential reasons for these differences.

2.4.1 National Policy for the Oil and Gas Industry

[Law No. 40/2007](#) regarding Limited Liability Companies (LLCs) regulates the involvement of private companies in the oil and gas sector. It is stipulated that foreign investors in the oil and gas sector should be branches of foreign companies, and the consolidation among investors in one LLC should be led by Indonesian investors only. Under [Law No. 22/2001](#), there are two kinds of contracts available for oil and gas upstream operations in Indonesia: Production Sharing Contract (PSC)⁴³ and Contract of Work⁴⁴.

In April 2014, [Presidential Regulation No.39](#) was issued to regulate foreign investment in offshore and onshore activities as stated below:

- Onshore drilling services are only allowed for domestic companies.
- Maximum share in offshore drilling services for foreign companies is 75%.
- Regulation of foreign investment in onshore and offshore oil and gas construction services for pipe installation; production installation for upstream onshore; tanks and storage installations; offshore pipe installation and spherical tanks; oil and gas platforms.
- Maximum involvement of foreign investment companies in oil and gas survey services is 49%.
- Activities of well maintenance, design & engineering support and technical inspections are no longer open to foreign investment companies.

2.4.2 Fiscal Regime for Oil and Gas

[Government Regulation \(GR\) No. 79/2010](#) regulates cost recovery⁴⁵ and imposition of income tax for KKKS. There are, however, some points in the regulation that require elaboration. Several implementing regulations have already been issued but the precise operation and impact of the regulation remain unclear.

In order to clarify [Government Regulation No. 79/2010](#), the Ministry of Finance issued [Decree No.79/2012](#) which consists of clearer definitions of several matters:

⁴² [Annual Report 2012](#). *Annual Report 2012*. SKK Migas.n.d. Web. 11 Jan 2015.

⁴³ Detail description of PSC can be seen in section 2.5.2

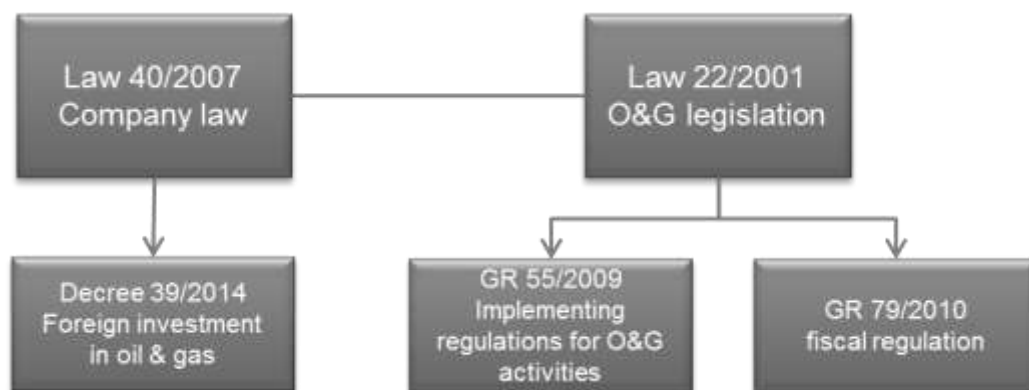
⁴⁴ Salim, A. [ESDM - Pengusahaan Migas di Indonesia dalam Perspektif Kedaulatan Negara Atas SDA \(1\): Pendahuluan](#). *Ministry of Energy and Mineral Resources*. Ministry of Energy and Mineral Resources. 21 Sep. 2011. Web. 17 Oct. 2014.

⁴⁵ Entitlement of PSC participants to recover costs of oil and gas operating activities, out of liftings of oil and gas (either in physical volume or based on a share of liftings proceeds), in accordance with the provisions of PSC contracts and applicable regulations.

1. Terms “over-lifting” and “under-lifting”⁴⁶.
2. Definition of state revenue as government share and Corporate and Dividend Tax (C&D tax).
3. Calculation of final lifting at year end with detailed procedures on how to settle over/under lifting.
4. Clarification that income tax for Profit Sharing Contract (PSC) contractors consists of monthly and annual C&D tax.
5. Mechanism for in-kind payment.
6. Updated C&D tax and in-kind payment procedures.
7. Settlement of overpaid C&D tax.
8. C&D tax reporting procedures.
9. Monitoring of C&D tax payment reviewed by the Directorate General of Budget and the Directorate General of Tax. Administrative sanctions for late payment.

The structure of the legal and implementing regulations for operations and fiscal regulation are shown in the diagram below.

Figure 2.4-1 Fiscal Law and Regulation Structure of Oil and Gas



A PSC is an agreement on production sharing between the Government and contractors regarding the result of production from oil and gas activities in Indonesia. In general, the shares allocation between the Government and contractors for oil is set at 85 % and 15% respectively after tax, with a 70:30 sharing scheme for gas. In practice, the amount divided between the government and the contractor is reduced by the cost recovery. The cost recovery allows recoupment by the contractor given that it takes on the risk of conducting exploration and spending for construction. This implies that the burdens of exploration and pre-production need to be borne by the Indonesian government. Furthermore, in order to attract more investors, the government made it possible to have a 65:35 sharing scheme agreement.

The PSC model and formulas are shown below:

⁴⁶ PSC contractor’s actual liftings of oil and gas production versus its entitlement to liftings of oil and gas in accordance with the provisions of its PSC. A PSC overlifting position represents an amount payable by the PSC participants to the Government. A PSC underlifting position represents an amount payable by the Government to the PSC participants.

Figure 2.4-2 Revenue Flows of PSC Contracts (Source: SKK Migas)

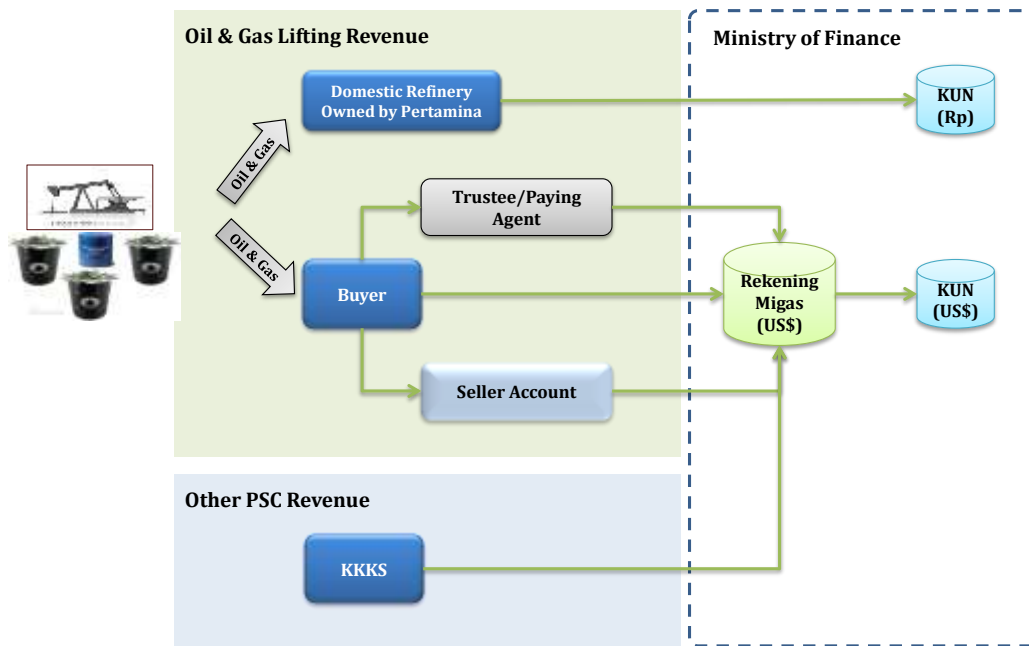


Figure 2.4.2-2 shows revenue flow which ends at the State treasury (KUN), with the oil and gas account (*rekening migas*) in the intermediate stage.

Figure 2.4-3 Basic PSC Model (source: SKK Migas)

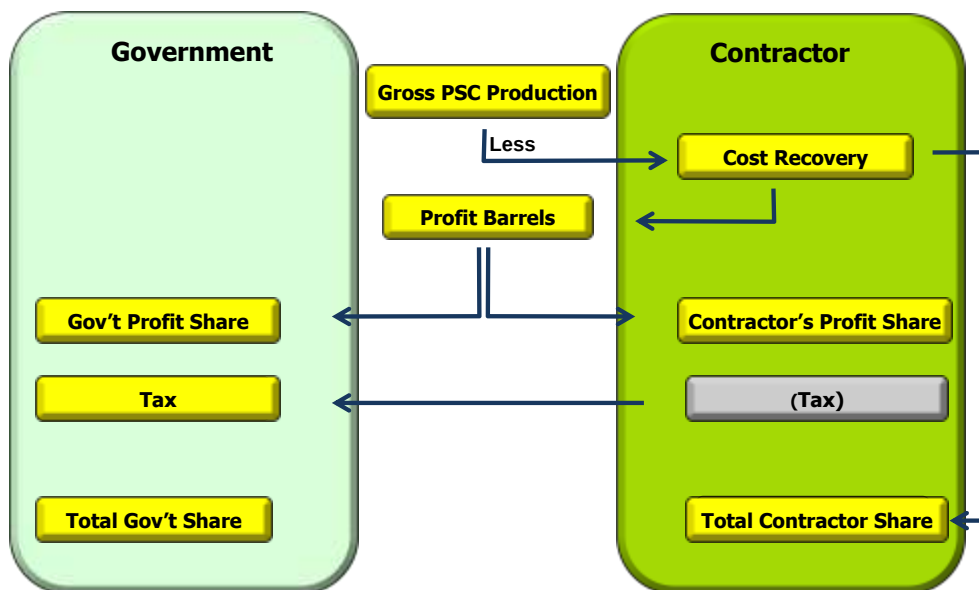


Figure 2.4.2-3 shows that the total production from oil and gas under the PSC scheme needs to have the amount of cost recovery subtracted to arrive at the net production, which is then divided between the Government and the contractor.

Figure 2.4-4 Production Sharing Contract – Oil

No	Production Sharing	Formula	Ordonansi PPs 1925	Income Tax 1983	Income Tax 1994
1	Lifting				
2	FTP		20%	20%	20%
3	Cost Recovery				
4	Equity to be split	1-2-3			
5	FTP + Equity to be split	2 + 4			
6	Equity share (based on Contract)				
	-Government		65.91%	71.15%	73.21%
	-Contractor		34.09%	28.85%	26.79%
7	Equity share	5 X 6			
8	Corporate Tax and dividend Tax rate to FTP and Contractor Equity Share		56%	48%	44%
9	Corporate Tax and dividend Tax to FTP and Contractor Equity Share	7 x 8			
10	Net Share after Tax				
	-Government	7 + 9			
	-Contractor	7 - 9			
11	Net Share after Tax	10/5			
	-Government		85%	85%	85%
	-Contractor		15%	15%	15%

Figure 2.4-5 Production Sharing Contract – Gas

No	Production Sharing	Formula	Ordonansi PPs 1925	Income Tax 1983	Income Tax 1994
1	Lifting				
2	FTP		20%	20%	20%
3	Cost Recovery				
4	Equity to be split	1-2-3			
5	FTP + Equity to be split	2 + 4			
6	Equity share (based on Contract)				
	-Government		31.82%	42.31%	46.43%
	-Contractor		68.18%	57.69%	53.57%
7	Equity share	5 X 6			
8	Corporate Tax and dividend Tax rate to FTP and Contractor Equity Share		56%	48%	44%
9	Corporate Tax and dividend Tax to FTP and Contractor Equity Share	7 x 8			
10	Net Share after Tax				
	-Government	7 + 9			
	-Contractor	7 - 9			
11	Net Share after Tax	10/5			
	-Government		70%	70%	70%
	-Contractor		30%	30%	30%

There are two types of Contract of Work, namely Technical Assistance Contract (TAC) and Joint Operating Body (JOB). A TAC is a type of contract wherein the products shared are not for total production but for the additional production after the secondary recovery. JOBs are technically similar to PSC, although Government capital involvement leads to 50:50 sharing scheme agreement.

After oil producers convey to the Government its share of equity oil, the producers must also “sell” part of their remaining share to Government-appointed buyers to serve the domestic market; this is known as “domestic market obligation” oil or DMO oil. Each PSC specifies the DMO oil provisions which apply to each producer. Generally, producers are required to set aside 25 percent of their shares of equity oil for use by domestic refineries. This DMO oil is picked up by Pertamina at the producer’s terminal. The producer will receive full Indonesia Crude Price (ICP) for DMO Oil during the first five years of production and thereafter, and will receive a much lower price (as little as 20 cents per barrel in the case of early PSCs). This amount has increased somewhat over time, with the exact amount varying contract by contract (even if within the same PSC generation). Newer contractors are required to sell their DMO oil to Pertamina at about 20 percent of the global price. Regardless, oil producers incur a substantial loss on DMO oil.

Although Pertamina pays producers a greatly reduced price for the DMO oil that it purchases from producers, it must then convey the full ICP price for this oil to the Government. In other words, Pertamina must pay to the Government the difference between the low price that it pays contractors for the DMO oil, and the full ICP price. Moreover, Pertamina’s refining capacity is so low that it must now import around 60% of the oil that the nation consumes, and then sell some of it to consumers at a deep discount.

There is no mechanism in place to independently guarantee that the amount of the subsidy to Pertamina is not more than what is required.

2.4.3 License Registers and Allocations

According to [MEMR Ministerial Regulation No. 35/2008](#), the Minister provides policies of preparation and decision for the bidding process⁴⁷. DG Oil and Gas then offers an area of work for exploration through two mechanisms: bidding and direct offer.

In preparation for the bidding process, a work area is prepared and offered to the public. The work area is originally from an open area, with the following criteria:

1. An area that has never been defined as a work area;
2. Part of a work area that has been excluded under the terms of a cooperation contract, or
3. A work area whose cooperation contract has terminated;
4. Part of a work area that has never been developed and/or has never produced mining commodities.

For technical and economic evaluation purposes, DG Oil and Gas can appoint another party and provide suggestions regarding the area of work that will be offered to the public. From the result, before the suggestion is conveyed to the minister, the DG Oil and Gas will prepare:

- Perimeter of work area with grid system
- Procedures and requirements for implementation of an operation area offering
- Basic provisions for the contract of work

A brief explanation of procedures, requirements, and basic provisions is given below.

⁴⁷ [EMR Ministerial Regulation No.20/2008](#) on Oil and Gas area of operation. *Ministry of Energy and Mineral Resources*. Ministry of Energy and Mineral Resources. n.d. Web. 3 Dec. 2014.

Direct Offer

The process for direct offer is outlined in [EMR Ministerial Regulation 35/2008](#). Companies seeking to explore or exploit oil and gas resources should start the initiative for direct offer. The proposal, however, is not applicable for an area prepared by DG Oil and Gas. Entities should conduct an initial assessment⁴⁸ for licensing.

The applicant should provide information regarding the oil and gas area in which they are interested. However, if another applicant provides a suggestion covering more than 25% of working area within 14 days, then the area will be open for bidding (see below).

MEMR evaluators assess each proposal. After a presentation and review by MEMR, applicants should convey the commitment to perform a joint study, the timeframe, and recommendations to the evaluator within 14 days. The Directorate General will consider proposals to have expired when applicants cannot submit the requisite documents.

Based on the evaluation result, the Director General will decide whether to accept or reject an application. The chosen applicant will then conduct a joint study for eight months, extendable for four months for accepted applications.

The chosen applicant should deposit a US\$1 million guarantee within 14 days of approval being granted. If the chosen applicant is unable to complete the joint study, the Directorate General can liquidate and deposit the funds as non-tax revenue. The chosen applicant cannot submit another proposal until the joint-study is finished. In the case of a consortium where one of the entities intends to withdraw, the other members can continue the process by submitting a statement of withdrawal and a statement of readiness from a replacement partner.

Bidding Process

The Directorate General prepares a bidding process for working area without a joint study after the Minister has defined an area for bidding. The Directorate General will create bidding documents that can be purchased by an applicant to join the bidding process. The bidding documents include:

1. Tender procedures
2. Geological synopsis
3. Details of reserves and prediction of oil and gas production
4. Concept of PSC

The applicants should provide documents outlining the work/budget plan for six years of exploration. The applicants should be able to fund the first three years of exploration as shown by:

1. Financial statements audited by a public accountant firm.
2. Bank guarantee statement on the ability of the applicants to fund the first three years of exploration.

⁴⁸ A term used by MSG

For an open bid, applicants should submit the documents within 120 calendar days of the announcement (whereas for a direct offer, applicants should submit documents within 45 calendar days).

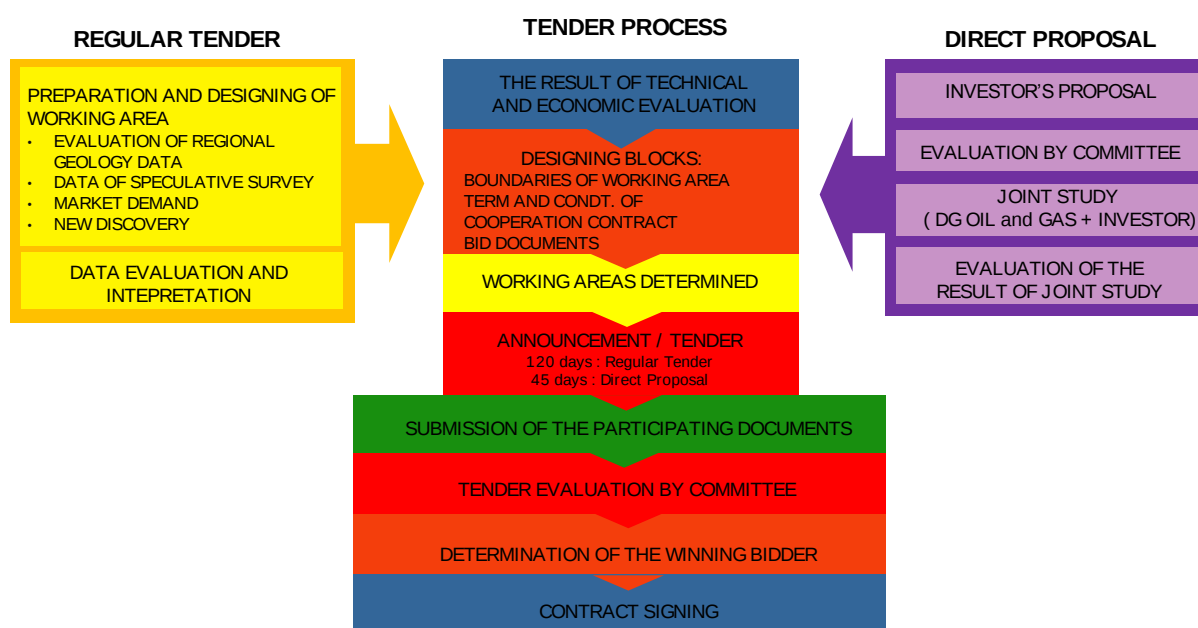
Applicants must also provide a statement that they would be able to pay a signature bonus⁴⁹ (which cannot be included as operational cost for the purposes of cost recovery). The bonus should be covered by a bank guarantee valid for six months. In cases where the applicants have been awarded the winning bid but are unable to sign the contract, the result will be annulled and the Directorate General can liquidate and deposit the funds as non-tax revenue. The signature bonus should be paid no later than 30 days after the process, and if the payment is not made, DG Oil and Gas can liquidate the guarantee and deposit the fund as non-tax revenue.

The applicants should provide the guarantee in the following amounts:

1. Approximately 10% of three years exploration, or at least US\$1.5 million.
2. Approximately 10% of two years exploitation, or at least US\$1 million.

To provide the public with a better understanding of license processing, DG Oil and Gas should publish updates of the bidding process flow. On the DG Oil and Gas website, the flow is actually shown, but the link has not been updated since 2006⁵⁰.

Figure 2.4-6 License Disposal Procedures for Oil and Gas (Source: DG Oil and Gas)



Contract Disclosure

In accordance with EITI requirements, the approach to licensing transparency should not restrict itself to the process of obtaining the data, but should also concern with the contents of contracts

⁴⁹ Signature bonus is a payment made to the Government within one month of the award of an exploration contract to oil and gas companies conducting exploration (scoping study 2010-2011).

⁵⁰ [EMR Ministerial Regulation No 4/2006](#) on Procedures of obtaining Oil and Gas area of operation. Ministry of Energy and Mineral Resources. Ministry of Energy and Mineral Resources.n.d. Web. 3 Dec. 2014.

themselves. Currently, there are no implementing regulations prohibiting public disclosure of such information.

The MSG should advocate and encourage transparency of such information to the public. Practically, both the government and private sector are not disclosing the contract to the public. We suspect the lack of awareness of the importance of this kind of information and the unavailability of policies encouraging the initiatives will create barrier for the application. A top-down approach to raise awareness and of the importance of this initiative would be one of the most critical steps for the Government to take. [Public Information Openness Law No. 14/2008](#), Article 10 encourages transparency if the information relates to citizen's interests⁵¹. Several kinds of information might need to be disclosed to the public for country benefit or for competition purposes, such as information on coordinates and shares agreed between the Government and extractives companies. The MSG decided as an initial step that the General Terms and Conditions of PSC contracts be publicly known⁵². This scoping report provides the PSC General Terms and Conditions in Annex 7.

Cadastral Information in Oil and Gas

For oil and gas, information regarding Area of Operations (WK) is available in SKK Migas annual reports. However, the annual report only provides the map of each WK, and does not have detailed information on the coordinates and reserves of the commodities within each WK.

In order to enhance the transparency of the Indonesian extractive industry, the MSG should discuss the possibility of making cadastral information available to the public, given that there is no law mandating that it be treated as confidential.

2.4.4 Beneficial Ownership

EITI requirement 3.6.c encourages reporting of beneficial ownership. The report presents the participating interest in Annex 5 on behalf of beneficial ownership. The unavailability of data on beneficial ownership is justified on the grounds that the data is complex and difficult to obtain. In the future, we encourage an in-depth tracking process to reveal the ultimate beneficial ownership.

2.4.5 Commodity Overview

2.4.5.1 Oil

Lifting Volume & Regional Concentration

Indonesia is ranked 20th among the world's oil producers with 3.7 billion barrels of proven oil reserves in 2012, equal to 1.1% of world oil reserves. A slight decline in oil production took place from 2011 to 2012 from 952,000 to 918,000 barrels per day (bopd) and then declined further to 882,000 bopd in 2013⁵³. Various external data sources also provide an overview of Indonesia's production, relative to

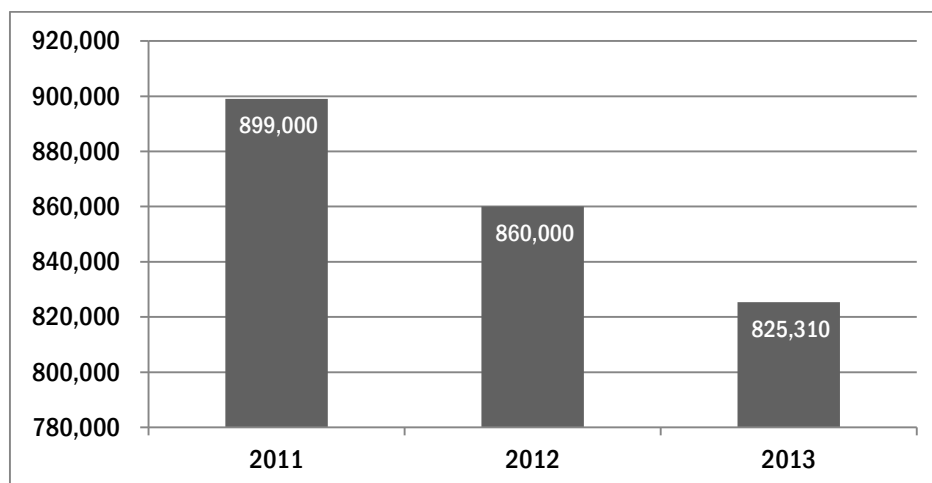
⁵¹ [Law 14/2008](#) on Public Information Disclosure. *Ministry of Religion Affairs*. Ministry of Religion Affairs. n.d. Web. 24 Feb. 2015.

⁵² EITI Indonesia National Secretariat. *Technical Meeting Oil and Gas sector*. 19 Jan. 2015

⁵³ [BP Statistical Review of World Energy June 2013](#). *BP Statistical Review*. BP. Jun. 2014. Web. 3 Dec. 2014.

global production. Local sources are slightly different, largely due to different methods of calculation used by Government agencies and the *BP Statistical Review*. While public agencies use lifting accomplishment data, *BP Statistical Review* uses the previous year's forecast. For example, the 2012 oil lifting figure in SKK Migas and BPS is around 860,000 bopd⁵⁴. Historical lifting data drawn from SKK Migas annual reports are presented in the graph below.

Figure 2.4-7 Oil Lifting History (bopd)



With regard to the lifting concentration regions, [SKK Migas' Annual Reports for 2012](#) and [2013](#) provide more information. Please refer to Annex 9 for the map of oil production.

Exports

Oil made a significant contribution to Indonesia's overall export bill in 2012-2013. Oil constituted roughly USD16.5 billion, comprising 8.7% of total Indonesian export value in 2012⁵⁵. In 2013, the oil contribution is around USD14.5 billion, or 8 % of total Indonesian export value.

2.4.5.2 Gas

Lifting Volume and Regional Concentration

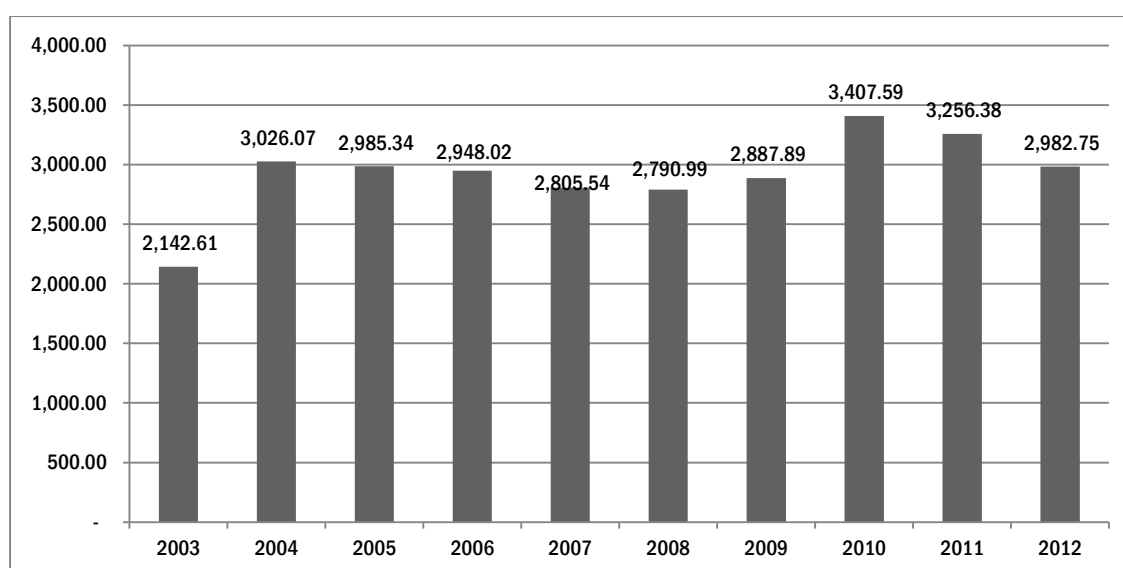
Indonesia ranks 10th in global gas production, with proven gas reserves of 2.9 trillion cubic meters, making it the second-largest Asian producer of gas after China. The volume of production has not shown significant change, declining from 71.1 to 70.4 billion cubic meters in the period 2012 to 2013⁵⁶. The available historical lifting data can be seen in the [BPS website](#) and is summarized below:

⁵⁴ [Production of Oil and Gas Indonesia, 1996-2012](#). Badan Pusat Statistik. Badan Pusat Statistik. n.d. Web. 3 Dec. 2014.

⁵⁵ [Perkembangan Ekspor dan Impor Indonesia Desember 2012](#). *Berita Resmi Statistik*. Badan Pusat Statistik. 1 Feb. 2013. Web. 3 Dec. 2014.

⁵⁶ [BP Statistical Review of World Energy June 2013](#). *BP Statistical Review*. BP. Jun. 2014. Web. 3 Dec. 2014.

Figure 2.4-8 Gas lifting History (MMCF)



Indonesia has an estimated 40 years of natural gas reserves, and production is concentrated in three broad areas. The operators of almost 50 % of gas production in Indonesia are Total E&P, BP Tangguh and ConocoPhillips.

Further information on lifting concentration regions of gas commodity can be seen in the aforementioned SKK Migas' Annual Reports for 2012 and 2013. Similarly, Annex 9 provides the map of gas production.

Exports

MEMR annual statistics show that gas contributes a significant portion of export value at 1.4 million MMSCF in valuation, representing 10.8% of total Indonesian export value⁵⁷. In comparison with other sources, the figure from SKK Migas, which is almost the same as the figure from BPS, is more representative of the actual condition. The historical export data can be seen in the BPS data. The changing contribution of oil and gas exports in 2012 and 2013 can be seen in Figure 2.3.2-1 in Section 2.3.2.

Production volume and price estimation have become the basis of calculation in the *BPS Statistical Review*, since the production value is not well segregated in Government websites, including MEMR and SKK Migas. According to SKK Migas, the most up-to-date data on production volume exists, although the practice of publishing this information has not yet become established. For the time being, information on value of production and type/quality of oil or gas is not made available on the websites and people are obliged to ask each entity directly in order to obtain such information.

Information such as production volume, quality of commodities produced, and export value for each Area of Operations (WK) would be helpful since they could give people, especially those who live in the WK area, a better understanding of the exploitation in their area.

⁵⁷ [Statistik ESDM](#). Ministry of Energy and Mineral Resources. Ministry of Energy and Mineral Resources. n.d. Web. 8 Feb. 2015.

2.5 Mining Overview

The largest commodities by production in Indonesia are coal, copper, bauxite, gold, nickel, iron ore and tin, with coal making up the largest portion. Table 2.3-1 provides details of production and a breakdown of each commodity's contribution to GDP in 2012. The mining industry contributed 16.5% of Indonesian total export value in 2012, and this increased to 17.1% in 2013. Mining companies are in many cases the only significant employer in some of the remote areas⁵⁸.

Well-known governance issues around the mining sector are twofold: First, the regulatory framework centers on the jurisdiction of the local government, with minimum supervision from the central government. Second, the lack of supervision from local government results in perennial problems such as under-payment of tax/royalty revenue, smuggling, and mining with no permit. As previously discussed in the MSG meeting, data on the informal mining sector is not available⁵⁹.

One of the difficulties in obtaining data on mining derives from the decentralization concept, leading to weak supervision of data collection of operations in mining areas. For instance, it is quite difficult to obtain data on commodities in mining from local public sources. The decentralization concept on mining industries provides fairly significant authority to local governments to manage resources. However, the central government and the governor should establish better coordination on the resource management of the mining sector.

One way to establish transparency in this sector is by increasing awareness of the importance of data reporting both at central and local government levels. It is expected that the data can be extracted from the local government within a fixed timeframe, so that the information can ultimately produce on-time information. An example of data inadequacy can be seen in the information on coal production from the DG Mineral and Coal website⁶⁰. This website does not have a full list of companies involved in coal, but only highlights several big players. The information presented creates confusion for readers in understanding the mining sector in Indonesia, because the website only provides information related to coal and excludes other commodities.

For these reasons, this report uses data from USGS, which provides most of the information related to mining in order to yield comprehensive information to follow EITI requirements. Since local and international public sources provide no direct information related to production or the contribution of each commodity to GDP, the approach of multiplying the volume and average price information is taken to fulfill EITI requirements. In future, local public sources should extract production and price information whenever possible.

2.5.1 Policy for Companies in the Mining Industry

[Mining Law No. 4/2009](#) outlines how the mining industry should operate for the greater benefit of citizens, describes the role and authority of regional governments, and provides current concessions information in Indonesia. Under the Mining Law, there are three types of licenses available, namely:

1. Mining Business Permit (IUP), a permit to conduct mining activities;

⁵⁸ Arvind. [Indonesian Coal Industry](#). *Project Finance Today*. Project Finance Today. 22 Sep. 2012. Web. 22 Jan. 2015.

⁵⁹ EITI Indonesia National Secretariat. *Technical Meeting Mining Sector*. 20 Jan. 2015

⁶⁰ [Coal Data Production](#). *Ministry of Energy and Mineral Resources*. Ministry of Energy and Mineral Resources. n.d. Web. 20 Dec 2014.

2. Special Mining Business Permit (IUPK), a permit to conduct mining activities in conservation areas;
3. People's Mining Permit (IPR), a permit to conduct mining activities with limited size and investment.

Previously, there were other types of contracts, according to [Law 1/1967](#) and [Law 11/1967](#)⁶¹. A Contract of Work (COW) is an agreement signed between the Government and a company (Perusahaan Penanaman Modal Asing – PMA), which sets out in detail the rights and obligations of the mining company in relation to the development and operation of the mining project. A Mining Concession (KP) grants exclusive rights within the delineated mining area for specified minerals or metals and indicates the specific stage of a mining activities. A Coal Contract of Work (CCOW) is a contract between the Government and an Indonesian incorporated company specializing in the coal industry. These have been replaced by the three aforementioned licenses. Although COW, CCOW and KP are no longer in existence, companies that are currently using those types of contracts can continue their operations with such contracts until the date of expiry. Contracts of these types will need to be changed to IUPs upon renewal.

[Law No. 4/2009](#) also stipulates how an IUP is obtained. As explained in Article 39, an IUP can be obtained by an entity through a proposal to conduct either exploration or production activities submitted to a minister, governor or mayor depending on the location. Entities that obtain an IUP for exploration will be prioritized in the granting of a production IUP for that particular mineral in one particular area. In the case of discovery of other minerals in the area, the IUP holder should make a new IUP proposal if the holder wishes to exploit the area. Hence, if the holders do not wish to exploit the mineral, they should prepare a statement and ensure that the mineral will not be exploited. Any application for a license to exploit the new minerals is subject to government review.

In order to further regulate the mining sector, several government regulations have been issued.

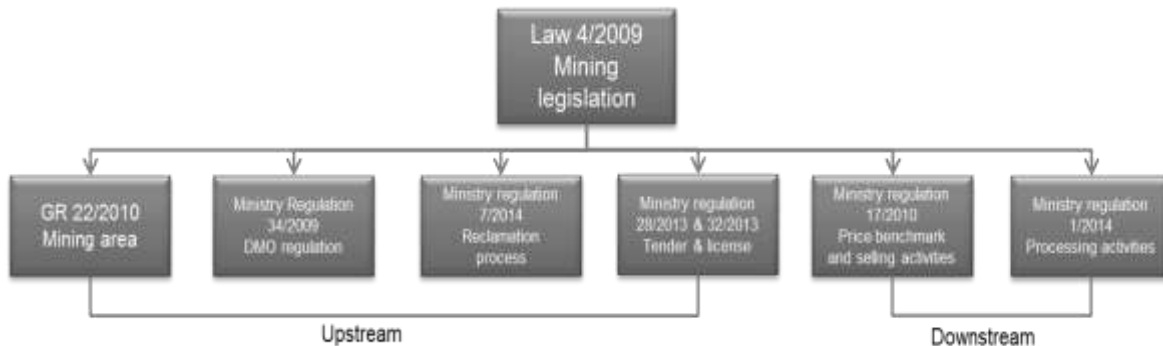
- [Government Regulation \(GR\) No. 22/2010](#) regulates the planning, establishment, and information of the mining operations area⁶².
- [EMR Ministerial Regulation No. 23/2010](#) Article 84(1) governs the need for DMO in mineral and coal. However, the implementation of DMO in mineral and coal is not enforced. In our interview, it was revealed that the low quality of carbon coal is one of the reasons for the low demand in Indonesia.
- The benchmarks of mineral and coal prices under [EMR Ministerial Regulation No. 17](#) were issued in 2010, on the types of selling methods, selling activities, and changes in monthly prices.
- [EMR Ministerial Regulation No.1/2014](#) sets a stipulation in terms of processing activities to create added value for mineral and coal resources.
- Since mining operations might have negative effects on the environment, MEMR issued [Regulation No. 7/2014](#) to stipulate the responsibilities of entities involved in mining operations to carry out reclamation.

⁶¹ [Indonesia: Mining Regulations](#). *International Financial Law Review*. International Financial Law Review. 1 Oct. 2008. Web. 10 Feb. 2015.

⁶² [Government Regulation in 2010](#). *Ministry of Energy and Mineral Resources*. Ministry of Energy and Mineral Resources.n.d Web. 27 Feb.2015.

- MEMR also established the bidding mechanism through [EMR Ministerial Regulation No. 28/2013](#) with license procedures being regulated in [EMR Ministerial Regulation No. 32/2014](#).

Figure 2.5-1 Mining Regulations



2.5.2 Fiscal Regime for Mining Industry

[Income Tax Law No. 36/2008](#), Article 31(d) stipulates that a company should pay corporate income tax based on its profit. The law requires a separate government regulation for the mining industry. As of the period covered by this scoping report, no such GR existed, and the mining industry is treated in the same way as other industries. The tax is set at 25% of the company's profit and is subject to a 5% reduction if the company is listed on the Indonesia Stock Exchange. Corporate income tax is applicable for all types of contracts, except for CoWs as well as first and second-generation CCoWs.

Although the mining industry provides significant revenue, raw products extracted from the earth are not subject to VAT. Once raw materials have been processed, VAT is triggered. The VAT for mining is set at 10%, as with other industries.

There are exceptions, however, on the withholding tax for the mining industry. If the Indonesian corporate shareholder owns 25% or more of the shares, the company's dividend is not subject to income tax, including withholding tax. The withholding tax rate for services provided by Indonesian entities is 2%; the rate for non-residents is 20% or the relevant tax treaty rate.

The [DG Tax Regulation No. 32/2012](#), also known as PER-32, governs Land and Building Tax (PBB) for the mining industry. In PER-32, it is stated that all land and buildings within and outside the mining area are subject to tax. The Land and Building Tax rate is 0.5% of the taxable sale value object. Besides tax payment mentioned, mining companies should also pay royalty in addition to other payments such as dead rent and forestry fee.

The royalty rate for minerals is determined on a commodity basis as shown below:

Table 2.5-1: Royalty Rates for Minerals

Commodities	Unit	Royalty
Nickel	per Ton	5%of selling price
Tin	per Ton	3%of selling price
Copper	per Ton	4%of selling price
Bauxite	per Ton	3.75%of selling price
Gold	per Kilogram	3.75%of selling price
Iron ore	concentrate	3.75%of selling price
Silver	per Kilogram	3.25%of selling price

The royalty rate for coal is determined by the type of operation and the calorific value of the coal, as shown in the tables below.

Table 2.5-2 Royalty for Open Cut Mining Exploration

Calories	Unit	Royalty
≤ 5.100	per Ton	3%of selling price
>5.100 - 6.100	per Ton	5%of selling price
> 6.100	per Ton	7%of selling price

Table 2.5-3 Royalty for Underground Mining Exploration

Calories	Unit	Royalty
≤ 5.100	per Ton	2%of selling price
>5.100 - 6.100	per Ton	4%of selling price
> 6.100	per Ton	6%of selling price

Dead rent is determined by the type of license:

- a. Mining license holder – The lowest rate is US\$2 per hectare/year up to US\$4 per hectare/year based on the mining activity stage.
- b. Informal mining license holder – The lowest rate is US\$1 per hectare/year up to US\$2 per hectare/year based on the mining type.

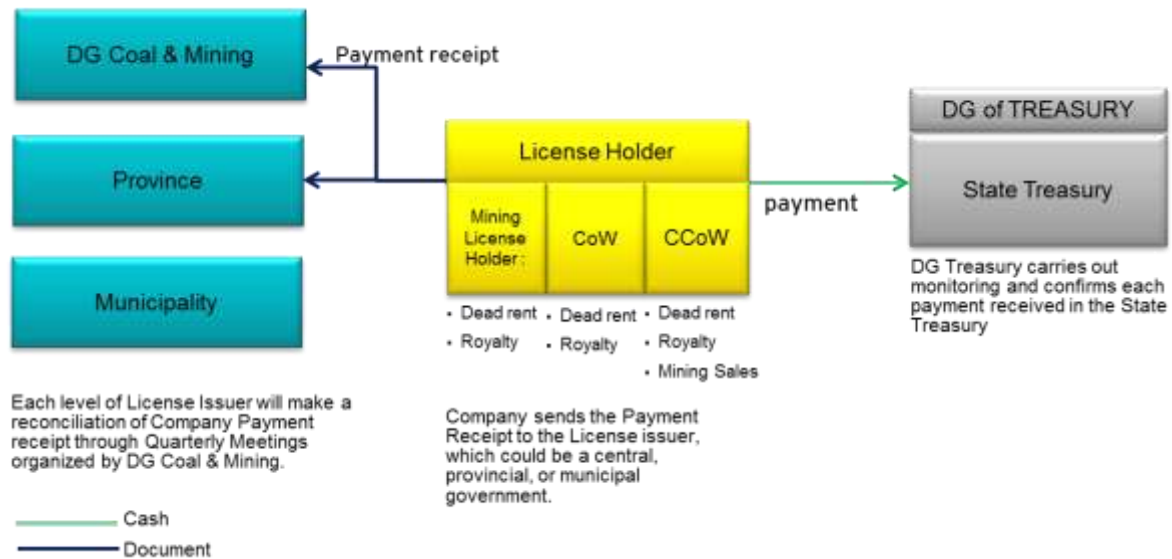
All non-forestry companies operating in a designated Forest Area should pay a Forestry Fee (Provisi Sumber Daya Hutan [PSDH]) and a Reforestation Fee (Dana Reboisasi [DR]). The PSDH formula defined by [Government Regulation No. 2/2008](#) is area size multiplied by the price of area (set by Government)⁶³. The DR formula as defined in [Government Regulation No.35/2002](#) is size of the tree (in volume) multiplied by the price (set by Government).

For CCoWs, there is an additional contribution to the Coal Production Fund (Dana Hasil Produksi Batubara/DHPB), set at 13.5% of the total production value according to [Ministry of Finance Decree No.129/1997](#) Article 1. The source of fund is royalty plus coal sales (*Penjualan Hasil Tambang/PHT*).

⁶³ [Peraturan Pemerintah Nomor 2 Tahun 2008](#). *Hukumonline*. n.p. n.d Web. 27 Feb. 2015

The revenue and information flow of the mining sector can be seen below:

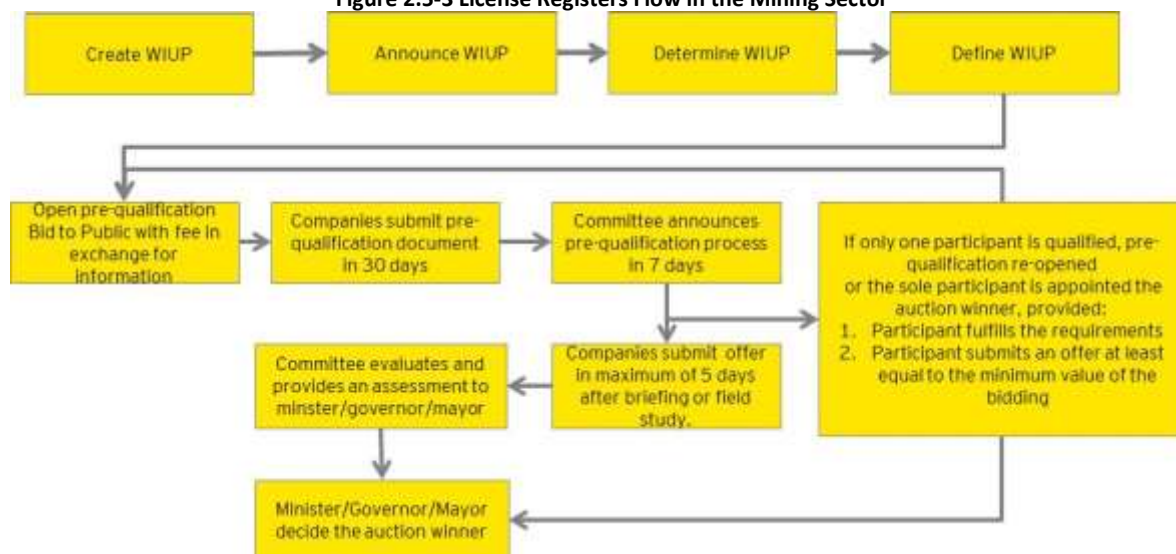
Figure 2.5-2 Company Payment Flow of Mining Industry



2.5.3 License Registers and Allocations

As mentioned in the mining main regulation sub-chapter, [Law No. 4/2009](#) governs the process of obtaining an IUP in the mining industry. The details of license disposal are regulated in [EMR Ministerial Regulation No. 28/2013](#). In mineral and coal mining activities, the Minister defines the mining license (IUP) after the governor and mayor have determined the area. Before this area is determined, the regulation stipulates that a public announcement to the local community must be made. In the case of a special area, the Minister can define the mining area even in the absence of suggestions from the governor and the mayor. [MEMR Regulation No. 28/2013](#) Article 4 demands coordination between MEMR and the Ministry of Forestry to ensure that the mining activities have complied with forestry regulations.

Figure 2.5-3 License Registers Flow in the Mining Sector



In the process of license allocations in the mining industry, applicants must pay a fee set by MEMR to obtain certain information such as:

1. Rocks content and mineral information.
2. Mineral and coal indication data.
3. Mineral and coal potency data.
4. Mineral and coal reserve data.
5. Information on infrastructure (if available).

This fee will constitute the minimum price for the bidding, and is treated as proceeds from the auction and will be deposited as non-tax revenues. The license disposal could be done through two mechanisms: open bidding to the public, or bidding with priority to SOEs and regional-owned enterprises (ROEs).

In the case of priority bidding for IUP in a special area with only SOEs/ROEs interested in taking up the offer, the IUP area will be granted to the applicant and the final bid price should be paid to the Government in 30 days. Five days after the payment, an exploration request should be made. If there are no SOEs/ROEs interested, the IUP area will be offered to the public.

Bidding process

The relevant authorities should announce the bidding information and it should be publicly available at least three months before the bidding is carried out. The Ministerial Regulation stipulates that announcements must be made in at least one local print media and one national newspaper or magazine and in local government and ministry offices related to mineral and coal or through their websites.

The decision on whether the licenses are to be granted by a minister or a governor or a mayor depends on the mining location, as follows:

1. If the IUP area is across provinces or in an offshore location more than 12 miles from coastline (after obtaining recommendation from local authorities), the license is granted by Minister.
2. If the IUP area is across cities in a province or in an offshore location between 4-12 miles from the coastline (after obtaining recommendation from local authorities), the license is granted by Governor.
3. If the IUP area is in a city or in an offshore location less than or equal to 4 miles from the coastline, the license is granted by Mayor.

Local authorities should provide their recommendations to MEMR within five days of receiving the request or the area will be automatically eligible for bidding. Unfortunately, the abundance of entity types often creates confusion for the investor in terms of licences required.

Table 2.5-4 Categories to Participate in Bidding Process

Type of Companies	Area (Hectares)		
	Less than or equal to 1,000	Between 1,000-5,000	More than or equal to 5,000
SOEs		√	√
ROEs	√(Local)	√	√
Private Business Entities (National Scale)	√	√	√
Cooperatives	√	√	

Individual Business ⁶⁴	√		
Limited Liability Company	√		
Firms ⁶⁵	√		
Foreign Investment Business Entities			√

In order to be eligible for the bidding process, applicants should fulfill several requirements related to technical and financial aspects. The technical requirements are as follows:

1. Possess technical and managerial experience of at least three years in mineral and coal mining, or with support from parent company, partners, or affiliates possessing technical and managerial experience in the mining sector.
2. Have at least one person with more than three years' of experience in mining and/or geology available for work.
3. Prepare a work plan, which includes budgeting for four years and procurement of tools/facilities for exploration activities.

The financial requirements are as follows:

1. Present financial statements audited by a public accounting firm.
2. Provide a deposit of 10% of the minimum bid price.
3. Furnish a statement expressing willingness to pay the final bidding price within no more than five days of the announcement.

The information on the bidding process above will start in FY14. Hence, the mining companies operating in FY12-FY13 are using [Law No.4/2009](#) on Mining.

Contract Disclosure

In line with the contracts disclosure in oil and gas, currently, there are no implementing regulations prohibiting disclosure of such information to the public. In practice, neither the Government nor the private sector are inclined to disclose contract information to the public. We suspect that the lack of awareness of the importance of this kind of information and the unavailability of policies encouraging openness will create barriers for investment. In fact, Public Information Openness [Law No. 14/2008](#) Article 10 encourages transparency if the information relates to citizen's interests.

However, this initiative might face challenges and resistance from various parties. Several kinds of information might need to be disclosed to the public for the country's benefit or for competition purposes such as information on coordinates and shares agreed between the Government and companies. The MSG has decided that as an initial step, the general terms and conditions of mining contracts should be publicly disclosed⁶⁶. Going forward, the MSG can expand the disclosure of contracts when the implementing regulation is in place.

Cadastral Information on the Mining Industry

Cadastral information can be obtained from DG Mineral and Coal through payment of a fee. The money generated is treated as non-tax revenue to the Government. DG Mineral and Coal has developed the "*Minerba one Map of Indonesia*" ([MOMI website](#)) to provide cadastral information to

⁶⁴ A business that legally has no separate existence from its owner, equivalent to Conglomerates.

⁶⁵ Equivalent to Limited Liability Partnership.

⁶⁶ EITI Indonesia National Secretariat. *Technical Meeting Mining Sector*. 20 Jan. 2015

the public. Currently, the Government charges the public for the use of MOMI. There has been disagreement among public entities over whether to make access to MOMI free of charge.

2.5.4 Beneficial Ownership/Participating interest

As part of EITI requirement 3.6.C on encouraging reporting of beneficial ownership, the report presents shareholder information for companies involved in the mining sector in Annex 6 tables under the “ownership” column.

2.5.5 Mining Commodity Overview

The commodities described below represent the largest sources of royalty and corporate income tax in the mining sector. On 20 January 2015, the EITI Indonesia implementing team decided that BPS would serve as the official source of information on mineral commodity export value.

2.5.5.1 Coal

In 2013, Indonesia was the 4th largest coal producer in the world⁶⁷. Data from USGS and DG Mineral and Coal show that coal production in 2012 exceeded 400 million tons, and this volume increased to approximately 450 million tons in 2013. According to DG Mineral and Coal, the average coal price was set at US\$95.48/tons in 2012. We calculated that the value of coal production in 2012 was around IDR 348 trillion and made up 4.23% of Indonesian GDP. The figures in 2013 did not differ significantly, as the coal price was decreasing. The top five coal producers, whose operations are focused in South and East Kalimantan, are Kaltim Prima Coal, Adaro Indonesia, Kideco Jaya Agung, Arutmin Indonesia and Berau Coal⁶⁸.

The sources of coal data in Indonesia are the following entities: DG Mineral and Coal, MEMR, the National Statistics Agency (BPS), the World Coal Organization and the EITI National Secretariat website. The data provided BPS and the World Coal Organization is similar without major discrepancies.

However, there is a significant difference between DG Mineral and Coal data and other institutions related to the list of CCOWs, on the work contracts for coal mining. The CCOW list in DG Mineral and Coal covers 44 companies, whereas the list on the BPS website shows 74 companies⁶⁹. The independent administrator must crosscheck this information and achieve clarity, in line with the EITI Standard.

2.5.5.2 Tin

In 2012, Indonesia accounted for 17% of global tin production, with 800,000 tons of tin reserves. Indonesia is the 2nd largest tin producer in the world, after China. In terms of companies, PT. Timah is the 3rd largest global producer of tin with 38,100 tons⁷⁰. The value of tin production in 2012 is around IDR 10.48 trillion, accounting for 0.13% of Indonesian GDP.

⁶⁷ [Coal Facts](#). World Coal. World Coal Association. Web. 5 Oct.2014.

⁶⁸ [Coal Data Production](#). Ministry of Energy and Mineral Resources. Ministry of Energy and Mineral Resources. n.d. Web. 3 Oct.2014.

⁶⁹ One of the reasons for the discrepancy is the upgrade in the MEMR IT System disabling new report publication.

⁷⁰ [2012 Mineral Yearbook](#). Mineral Commodity Summaries. US Geological Survey. Sept. 2014. Web. 5 Oct.2014.

Different figures between USGS data and data from DG Mineral and Coal exist for this commodity. Data from DG Mineral and Coal suggests that the volume of tin production reached 31,394 tons and decreased to 24,415 tons in 2013. The decrease of production affected the value of production: sales value in 2012 was approximately IDR 6 trillion, or 0.08% of Indonesian GDP. In 2013, the value was approximately IDR 5 trillion and accounted for 0.06% of GDP. The key regions of production for tin are in the provinces of Bangka Belitung and Riau Islands. PT Timah, the biggest tin producer in Indonesia, has been operating in these areas.

The calculation of production volume comes from comparing data from USGS with unpublished data from DG Mineral and Coal.

2.5.5.3 Gold

Indonesia produced 95 tons of gold in 2011, accounting for 3.6 % of total world production and making it the 8th largest global gold producer. In 2013, Indonesia had an estimated 3,000 tons of gold reserves⁷¹ with Grasberg, the copper-gold mine in West Papua, having the largest gold reserves in the world⁷². Data released by the DG Mineral and Coal shows that Freeport and Nusa Halmahera Minerals, which have been operating respectively in the provinces of Papua and North Maluku, are the two biggest gold producers in the country.

The value of gold production in 2011 was around IDR 50.3 trillion, or 0.6% of Indonesian GDP. For this commodity, we have compared data from USGS and unpublished data from DG Mineral and Coal. According to the latter, Indonesia produced 54.1 tons of gold in 2012 and the production was valued at IDR 30 trillion. Gold production then increased significantly to 477.2 tons in 2013 and its production value reached IDR 230.4 trillion. The GDP contribution of gold production was 0.37% of total Indonesian GDP in 2012 and increased to 2.54% in 2013.

2.5.5.4 Bauxite

According to the 2012 data released by USGS in combination with data from DG Mineral and Coal, Indonesia is the 4th largest global producer of bauxite, accounting for 11% of global bauxite production at roughly 30 million tons annually. With one billion tons of reserves, Indonesia has the 7th largest bauxite reserves in the world, accounting for 3.6% of all bauxite. Bauxite production was valued at IDR 9 trillion or 0.1% of Indonesian GDP in 2012. This contribution to GDP increased to 0.17% due to the significant increase in production volume to approximately 51.9 million tons in 2013.

DG Mineral and Coal data shows that almost 28 out of 30 million tons of bauxite production comes from Riau Islands and West Kalimantan, making these provinces the key regions for this commodity in Indonesia. The production volume calculation comes from USGS and the current market price, since there is no publicly available information on bauxite production.

2.5.5.5 Nickel

Indonesia is the 5th largest producer of nickel with 228,000 tons in 2012 or around 10% of nickel production in the world. In 2013, it was expected to become the largest producer together with the Philippines. The production value in 2012 and 2013 was around IDR 38 trillion and IDR 64 trillion respectively, accounting for 0.46% and 0.71% of Indonesian GDP. Indonesia holds 5% of total nickel

⁷¹ [Mineral commodity summaries 2013](#). *Mineral Commodity Summaries*. U.S Geological Survey. 24 Jan.2013 Web. 5 Oct.2014.

⁷² [All about gold: facts about the metal and its impact worldwide](#). *Goldfacts*. World Gold Council. n.d. Web. 21 Oct. 2014.

reserves in the world with around 3.9 million tons of reserves. DG Mineral and Coal data shows that the key production regions for nickel are Southeast Sulawesi, Central Sulawesi and North Maluku. The calculation of production volume comes from USGS and the current market price, since there is no publicly available information on nickel production.

2.5.5.6 Copper

Indonesia is the 13th largest copper producer with 360,000 tons of copper production in 2012, equivalent to 2.1% of global copper production. Indonesia has 28 million tons of copper reserves, equivalent to 4% of global copper reserves. Indonesia produces around IDR 24 trillion worth of copper, representing around 0.3% of its total GDP in 2012 and 2013. PT Freeport manages the key regions of copper production in Papua and West Sumatra. The production volume comes from USGS and the current market price, since there is no publicly available information on copper production.

2.5.5.7 Iron Ore

Although Indonesia is not one of the biggest producers of iron ore in the world, there are three companies in 2013 that contributed more than the materiality threshold set by the MSG. According to the data acquired from DG Mineral and Coal, iron ore production in Indonesia in 2012 was approximately 6 million tons and this increased significantly to 46 million tons in 2013. Due to the unavailability of iron ore prices in 2012 and 2013, the value of production and its contribution to GDP could not be estimated for inclusion in the scoping report.

The illustration of production value for each commodity in 2012 and 2013 can be seen in the table 2.3-1.

2.6 State-Owned Enterprises (SOEs) in the Extractive Industries

An SOE is an entity which is majority owned by the Government through the National Treasury. According to [Law 19/2003](#), SOEs are crucial entities in the national economy and make an important contribution to people's welfare. The law further stipulates that professionalism in supervising and organizing those entities is essential in order to achieve the goal of increasing the people's welfare since one of the main purposes of establishment of SOEs is to generate profit for the state⁷³.

The establishment of SOEs has several objectives:

1. Provide a contribution to the national economy and government revenue.
2. Achieve profitability.
3. Provide high quality goods/services.
4. Serve as a pioneer for sectors that have not been explored by private companies.
5. Provide guidance to small businesses and citizens.

There are two types of SOEs according to [Law No. 19/2003](#) Article 9:

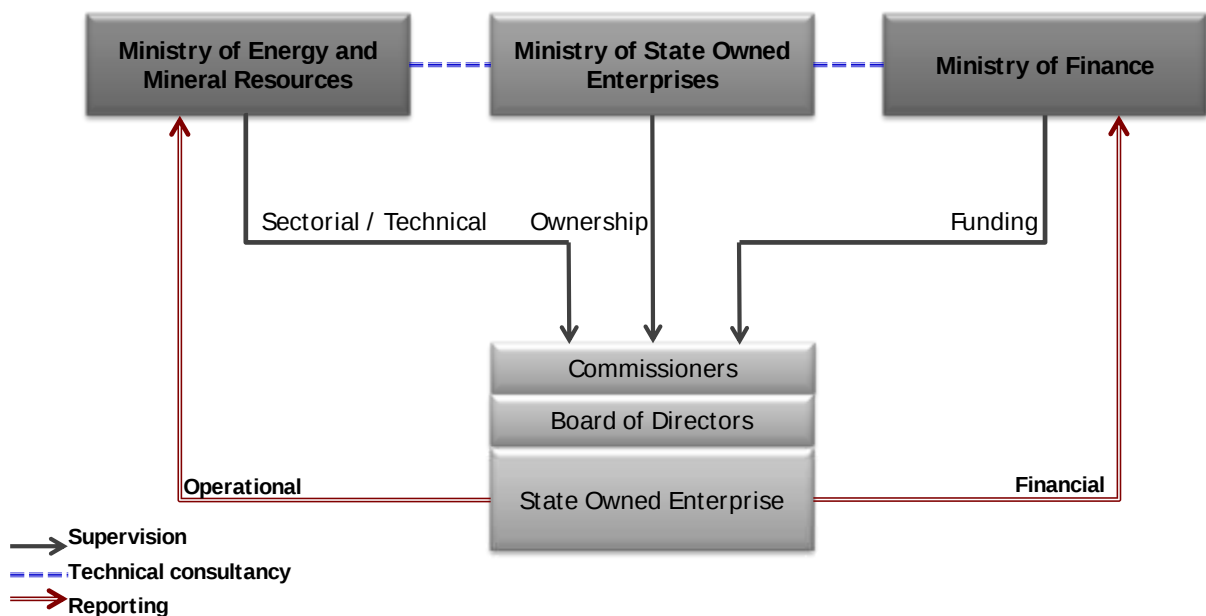
1. Perusahaan Umum (Perum) – A perum is fully owned by the Government and not divided by stock ownership. There are no SOE Perums operating in the Indonesian extractives sector.
2. Perusahaan Perseroan (Persero) – A persero is an SOE where more than half of the enterprise's stocks are owned by the Government. It is profit-oriented.

⁷³ [Law No. 19/2003](#) regarding State Owned Enterprise. Web. 5 Oct.2014.

Table 2.6-1 SOEs Production 2012-2013 (Source: The DG Mineral and Coal)

Commodities (SOEs combined contribution)	Contribution of SOE's volume as a % of national production	
	2012	2013
Oil	23.0%	24.0%
Gas	7.8%	6.9%
Coal	4.0%	3.0%
Gold	5.3%	1.0%
Tin	94.0%	46.8%
Nickel	19.0%	16.5%
Copper	N/ A	N/ A
Bauxite	0.2%	1.0%

Figure 2.6-1 Relationship of Government and SOEs



Per the table above, MEMR is tasked with supervising the operational and performance aspects of SOEs in the extractive sectors, and SOEs are obliged to report their operations and performance to MEMR. Government ownership is represented by the Ministry of State Owned Enterprises. In terms of financial management, the Ministry of Finance formulates the amount of government capital to SOEs as one of the sources of their funding.

Since most of the SOEs shares are owned by the Government, SOEs pay dividends to the Government and these are held by the Ministry of Finance via DG Budget. The dividend is paid to the Government within one month of the amount of the dividend share being defined, either through a general shareholders meeting (for Persero) or by the Minister of State Owned Enterprises (for Perum). The dividend is paid through a state account.

As stated by [SOE Law No.19/2003](#), the source of capital for SOEs is the National Treasury. Initial capital investment and any change in share ownership will be determined through shareholder meetings, as would be the case in private enterprise.

Under [Law No.19/2003](#) Article 14, the party receiving the authority will need the minister's approval to make decisions in the general shareholders meeting regarding:

1. Change of capital amount.
2. Change of statutes.
3. Utilization of profits.
4. Merger, takeover, separation or liquidation of the Persero.
5. Investment and long-term financing.
6. Persero types of collaboration.
7. Establishment of subsidiaries.
8. Assets turnover.

There are four SOEs in the Extractive sector:

1. PT Pertamina
2. PT Aneka Tambang, Tbk.
3. PT Bukit Asam, Tbk.
4. PT Timah, Tbk.

A brief description of each SOE is given below.

2.6.1 PT. Pertamina (Persero)

Pertamina was established in the 1950s just after Indonesia gained its independence. In 1971, the Government set regulations for the role of Pertamina as the only SOE tasked with managing oil and gas in Indonesia, to process the oil and gas into finished products, and to meet the need for gas and fuel across Indonesia under the name of Pertamina.

In 2001, the Government established regulations mandating that Pertamina would have the same role as and compete with other companies. Under [Law No. 22/2001](#), Pertamina's responsibilities changed considerably:

Table 2.6-2 Changes in the Areas of Responsibility of Pertamina⁷⁴

Area of Responsibilities	Pre-2001	Post-2001	New Authority
Tender for downstream operations	√		Directorate General of Oil and Gas
Upstream Regulation	√		SKK Migas
Downstream regulation	√		BPH Migas
Downstream business activities	√	√	PERTAMINA

In 2003, Pertamina became a Persero and changed its logo in 2005 in an effort to improve its brand image in order to compete with other companies in Indonesia. The role of Cooperative Contract Coordinator (KKKS) monitoring was transferred to another institution, currently SKK Migas. Pertamina also divided its upstream and downstream operations. Currently Pertamina has 16 subsidiaries

⁷⁴ [Sejarah Pertamina](#). Pertamina. PT. Pertamina. N.d. Web. 16 Nov.2014.

divided into three business units: its upstream oil/gas business unit has ten subsidiaries, the downstream oil business unit has five, and the downstream gas business unit has one.

Production

Pertamina currently maintains full or partial interest in 43 blocks/areas across Indonesia. In 2012, Pertamina produced more than 71 million barrels of oil and more than 563 bcf of gas. In 2013, there was an increase in oil production to more than 73 million barrels and a decrease in gas production to approximately 557 billion cubic feet.

Dividend Share and Retained Earnings

According to PT Pertamina's 2012 annual report, the Government has 100% shareholding with total capital of approximately IDR 93 trillion. Based on the Indonesian Government Audited Financial Statement (LKPP) in 2012, the total net income in 2012 was IDR 26.1 trillion and the dividend share approximately IDR 7.26 trillion. The appropriated and unappropriated retained earnings in 2012 were calculated to be approximately IDR 46 trillion and IDR 28.6 trillion respectively. The total investment of PT. Pertamina in 2012 was IDR 29.36 trillion or a 34% increase compared with its investment in 2011⁷⁵.

In 2013, the Government still maintained all shares of Pertamina with the same total capital amount in US currency. However, the amount in rupiah changed to IDR 95.6 trillion due to fluctuation in the exchange rate. Based on the LKPP in 2013, there was a growth in declared dividends. The declared dividend was approximately IDR 7.8 trillion in 2013. The appropriated retained earnings in 2012 increased to IDR 65.7 trillion while the unappropriated retained earnings reached IDR 32.9 trillion⁷⁶.

Subsidiaries

Based on its 2013 annual report, Pertamina own shares in various entities as detailed below:

No	Name of Entity	Percentage of share
1	PT Pertamina Hulu Energi	100%
2	PT Pertamina EP	100%
3	PT Pertamina EP Cepu	100%
4	Pertamina EP Libya Limited	100%
5	PT Pertamina East Natuna	100%
6	PT Pertamina EP Cepu alas dara dan Kemuning	100%
7	PT Pertamina Internasional Eksplorasi dan Produksi	100%
8	ConocoPhillips Algerie Limited	100%
9	PT Pertamina Geothermal Energy	100%
10	Pt Pertamina Gas	100%
11	PT Pertamina Drilling Services Indonesia	100%
12	Pertamina Energy trading Limited, Hong Kong	100%
13	PT Pertamina Patra Niaga	100%

⁷⁵ [Annual Report 2013](#), Pertamina. PT. Pertamina.n.d. Web. 16 Nov.2014.

⁷⁶ Kantor Akuntan Publik Tanudiredja, Wibisana & Rekan. [Consolidated Financial Statements 2012](#). Pertamina. PT. Pertamina.15 Feb. 2013. Web. 17 Nov.2014.

14	PT Pertamina Retail	100%
15	PT Pertamina Lubricants	100%
16	PT Pertamina Trans Kontinental	100
17	PT Tugu Pratama Indonesia	65%
18	PT Pelita air Service	100%
19	PT Pertamina Dana Ventura	100%
20	PT Pertamina Training & Consulting	100%
21	PT Patra Jasa	100%
22	PT Pertamina Bina Medika	100%
23	Pacific petroleum & Trading co, Ltd	50%
24	Korea Indonesia Petroleum Co. Ltd	45%
25	PT Elnusa Tbk	41.1%
26	PT Donggi Senoro LNG	29%
27	PT Tugu Reasuransi Indonesia	25%
28	PT Asuransi Samsung Tugu	19.5%
29	PT Nusantara Regas	60%
30	PT Patra SK	35%
31	PT Perta-Samtan Gas	66%
32	PT Perta Daya gas	65%
33	Natuna 2 B.V	50%

In general, Pertamina's involvement in the downstream sector is divided into oil and gas refineries and marketing and trading of oil and gas products:

Subsidiary name	Business activities
PT Pertamina Geothermal Energy	Produces steam and geothermal power plants
PT Pertamina Gas	Refineries, distribution, trading of natural gas products.
PT Nusantara Regas	Development of FSRT ⁷⁷ , including LNG purchasing and marketing of FSRT.
Pertamina Energy Trading Limited	Trading of crude oil and refinery products based in Singapore
PT Pertamina Retail	Trading and transportation of fuel, gas station business
PT Pertamina Patra niaga	Fuel trading for industrial purposes
PT Pertamina Lubricants	Production, distribution and marketing of Pertamina lubricant and grease
PT Pertamina Trans Kontinental	Shipping company for oil and gas sector
Pacific Petroleum & Trading Co, Ltd	Marketing company for Indonesian Crude oil and fuel oil in Japan
Korea Indonesia Petroleum Co. Ltd	Marketing company for crude oil and fuel oil in South Korea
PT Elnusa, Tbk	Transportation, depot services, fuel & LPG filling station, and fuel and lubricant distribution services
PT Donggi Senoro LNG	LNG plants
PT Patra SK	Joint venture with SK energy Asia for Lube Base oil refinery
PT Perta-Samtan Gas	Joint venture with Samtan Co for gas refinery

⁷⁷ Storage and Regasification Terminal Facility

PT Perta Daya Gas	LNG storage and transportation
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Third Party Refinancing

In 2012, Pertamina issued bonds valued at USD 2.5 billion as an external financing source. The external financing in 2013 was derived from three different elements, namely corporate and soft loans at USD 1.5 billion; global bonds at USD 3.25 billion; and funding from onshore banks amounting to USD 351 million.

Quasi-Fiscal Expenditure

Expenditure made under the quasi-fiscal expenditure provision includes but is not limited to fuel subsidies. In order to gain a fuller understanding of Pertamina, please refer to [Pertamina annual report](#).

2.6.2 PT Aneka Tambang Tbk. (Antam)

Production

PT Antam was established in 1968 through a merger of various mining companies owned by the Government through the issuance of [Government Regulation No. 22/1968](#).

Currently, PT Antam produces nickel, ferronickel, gold, silver, bauxite and coal through four main business units. Those four main business units have exploration business units in three areas: the nickel mining business units (UBP) are located in Southeast Sulawesi and North Maluku while the gold mining business unit is located in Pongkor, West Java.

Dividend Share and Retained Earnings

Most of PT Antam's class B stock (65%) is held by the Government, and the remainder by the public and the board of directors. The Government also owns Dwiwarna stock in PT Antam, which gives the government the right of veto in appointing and discharging members of the board of directors and commissioners, in issuing new stocks, in changing statutes and in undertaking merger or liquidation of PT Antam.

The Government's total capital shares in PT Antam amounted to approximately IDR 620 billion⁷⁸ in 2012 and 2013. According to the LKPP of 2012 and 2013, the dividend paid to the Government was approximately IDR 564 billion out of IDR 867 billion total dividend payout in 2012. This decreased significantly to IDR 292 billion in 2013. The appropriated retained earnings of PT Antam were approximately IDR 8.75 trillion in 2012, increasing to IDR 11.3 trillion in 2013. In contrast, the unappropriated retained earnings decreased from almost IDR 3 trillion to IDR 462 billion.

Subsidiaries

According to PT Antam's 2013 annual report, the company has a number of subsidiaries as listed below:

No	Ownership type	Entities	Share percentage
1	Subsidiaries-direct ownership	Asia Pacific Nickel Pty., Ltd	100%
2	Subsidiaries-direct ownership	Indonesia Coal Resources	99.98%

⁷⁸ [Laporan Tahunan 2013 Perusahaan Perseroan PT Aneka Tambang Tbk. Antam](#). PT. Aneka Tambang.n.d. Web. 17 Nov.2014.

3	Subsidiaries-direct ownership	PT Antam Resourcindo	99.98%
4	Subsidiaries-direct ownership	PT Mega Citra Utama	99.50%
5	Subsidiaries-direct ownership	PT Abuki Jaya Stainless Indonesia	99.50%
6	Subsidiaries-direct ownership	PT Borneo Edo International	99.50%
7	Subsidiaries-direct ownership	PT Dwimitra Enggang Khatulistiwa	99.50%
8	Subsidiaries-direct ownership	PT Cibaliung Sumberdaya	99.15%
9	Subsidiaries-direct ownership	PT International Mineral Capital	99.00%
10	Subsidiaries-indirect ownership	PT GAG Nikel Indonesia	100%
11	Subsidiaries-indirect ownership	PT Citra Tobindo Sukses Perkasa	100%
12	Subsidiaries-indirect ownership	PT Feni Haltim	100%
13	Subsidiaries-indirect ownership	PT Borneo Edo International Agro	100%
14	Subsidiaries-indirect ownership	PT Gunung Kendaik	100%
15	Subsidiaries-indirect ownership	PT Nusa Karya Arindo	100%
16	Subsidiaries-indirect ownership	PT Sumber Daya Arindo	100%
17	Associates	PT Meratus Jaya Iron and Steel	34%
18	Associates	Pt Menara Antam Sejahtera	25%
19	Associates	PT Nusa Halmahera Minerals	25%
20	Jointly Controlled Entity	Pt Indonesia Chemical Alumina	80%

PT Antam's involvement in the downstream sector is divided into ferronickel production and a precious metals refinery. Information on PT Antam's involvement in the downstream sector through its subsidiaries is listed in the table below:

Subsidiary name	Business Activities
PT Abuki Jaya	Manufacturing of stainless steel
PT Feni Haltim	Ferronickel manufacturing
PT Cibaliung Sumber Daya	Production, processing and refining, haulage and sales in the gold mining industry
PT Indonesia Chemical Alumina	Alumina production

Third Party Refinancing

Funding received by PT Antam in 2012 and 2013 came from bank loans, which increased from 1.6 trillion rupiah in 2012 to 4.6 trillion rupiah in 2013. In order to gain a fuller understanding of PT. Antam, please refer to [PT. Antam annual report](#).

2.6.3 PT. Bukit Asam

Production

PT Bukit Asam (PTBA) is a coal mining company owned by the Government. The main operation of PT Bukit Asam is in Muara Enim, South Sumatra. The operations in Muara Enim contributed 13 million tons of coal production out of 14 million tons of PTBA's coal production in 2012. The figures slightly increased in 2013, when the operations in Muara Enim contributed 14 million tons out of 15 million tons of PTBA's coal production.

Dividend Share and Retained Earnings

PT. Bukit Asam was established in 1919 by the Dutch colonial government in Air Laya, South Sumatra. The company's class B stock is mostly owned by the Government at 65.02%, with 16.18% and 18.80% owned by domestic and foreign investors respectively. The Government also owns Dwiwarna stock, which provides the veto rights mentioned in the previous section. Most of PT Bukit Asam's production comes from *Unit Pertambangan Tanjung Enim* with more than 14 million tons of coal production. Based on the annual reports of PT. Bukit Asam released in 2012 and 2013 respectively, the GOVERNMENT owned approximately IDR 750 billion in total capital. The Government received total dividends of approximately IDR 1.049 trillion in 2012 with a 1.1% decrease to approximately IDR 1.037 trillion in 2013.

With total dividends paid out reaching IDR 1.59 trillion, PT Bukit Asam garnered IDR 1.3 trillion in retained earnings. The net profit in 2013 decreased significantly from IDR 2.9 trillion in 2012 to IDR 1.8 trillion a year later. However, the dividend paid to the shareholders increased to IDR 1.6 trillion which resulted in the retained earnings only reaching IDR 213 million in 2013.

Subsidiaries

Based on their 2013 annual report, the companies listed as subsidiaries of PT Bukit Asam are as follows:

No	Companies	Ownership share
1	PT Batubara Bukit kendi	75%
2	PT Bukit Pembangkit Innovative	59.75%
3	PT Bukit Asam Prima	99.99%
4	PT Bukit Asam metana Ombilin	99.99%
5	PT Bukit Asam Metana Enim	99.99%
6	PT Bukit Asam Metana Peranap	99.99%
7	PT Bukit Asam Banki	65%
8	PT Bukit Asam Transpacific Railway	10%
9	PT Internasional Prima Coal	51%
10	PT Huadian Bukit Asam Power	45%

PT Bukit Asam's involvement in the downstream sector is divided into establishment of electricity power plant and railway construction for coal transportation. Information on PT Bukit Asam's involvement in the downstream sector through its subsidiaries can be seen in the table below.

Subsidiary name	Business Activities
PT Bukit Pembangkit Innovative	Electricity power plant
PT Bukit Asam Prima	Coal Trading
PT Bukit Asam Trans Pacific railway	Railway construction for coal transportation
PT Huadian Bukit Asam Power	Electricity Power Plant

Third Party Refinancing

Funding received by PT Bukit Asam in 2012 and 2013 came from bank loans. In 2012, outstanding loans amounted to IDR 80 million, decreasing to IDR 67 million in 2013. In order to gain a fuller understanding of PT Bukit Asam, please refer to [PT Bukit Asam's annual report](#).

2.6.4 PT Timah

Production

PT Timah produces tin, gold, coal, and asphalt with tin being the main commodity. PT Timah, which is the biggest tin producer in Indonesia and the biggest exporter of tin in the world, extracts tin in the province of Bangka Belitung.

Dividend Share and Retained Earnings

PT Timah was established in 1976. The company's stock is mostly owned by the Government (65%) with the remainder going to the public. In this company, the Government also owns Dwiwarna stock, enabling the government to have special privileges in taking strategic decisions. The Government owned IDR 1.7 trillion total capital in 2012 and the value increased to IDR 1.9 trillion in 2013. However, the Government received a lower amount of dividends from IDR 291 million in 2012 to IDR 140 million in 2013. The company's appropriated retained earnings reached IDR 3.74 trillion in 2012 and experienced a 6% increase to IDR 3.95 trillion in 2013. During the same period, the company's unappropriated retained earnings increased from IDR 431 billion to IDR 515 billion.

Subsidiaries

Based on the company's 2013 annual report, the companies listed as subsidiaries of PT Timah are as follows:

No	Companies	Ownership share
1	PT Timah Industri	100%
2	PT Tambang Timah	100%
3	PT Timah Investasi Mineral	99.9%
4	Great Force Trading Limited	100%
5	PT Tanjung Alam Jaya	99.95%
6	Indometal London Limited	100%
7	PT Timah Eksplomin	100%
8	PT Dok & Perkapalan Air Kantung	100%
9	PT Koba Tin	25%
10	PT Asuransi Jiwa Tugu Mandiri	29.5%

PT Timah's involvement in the downstream sector is divided into trading, engineering, refining, and smelting of minerals. Information on PT Timah's involvement in the downstream sector through its subsidiaries can be seen in the table below.

Subsidiary Name	Business Activities
PT Timah Industri	Trading, engineering, manufacturing services and toll smelting service
PT Tambang Timah	Processing, smelting and refining tin ores
PT Timah Investasi Mineral	Coal trading business
Great force trading limited	Trading business for PT Timah products
Indometal London Ltd	Marketing company for tin products from Indonesia in European markets
PT Dok & Perkapalan Air Kantung	Shipping company to support the operations of PT Timah
PT Koba Tin	Tin smelting

Third Party Refinancing

Funding received from third parties came from bank loans. Loans in 2012 amounted to IDR 1.2 trillion and increased in 2013 to IDR 1.5 trillion. In order to gain a fuller understanding of PT Timah, please refer to the [PT Timah annual report](#).

3. Reconciliation Analysis

3.1 Revenues Covered in EITI Report 2012-2013

Government revenues from the extractive industries consist of:

1. Non-Tax Revenues
2. Tax Revenues

The figures for income tax paid by the mining industry as a whole are available on government websites. What is lacking, however, is a breakdown based on commodities. Hence, the MSG should encourage the Directorate General of Taxation to separate the data based on commodity. The income tax on an aggregate level is not made available, and creates difficulties for the public in accessing the information.

We consider a significant contribution to be anything above 1% of total revenue of each subsector in the extractive industry as discussed and adopted by the MSG.

3.1.1 Oil and Gas

There are no significant differences between revenues covered under the old EITI requirements and the new ones issued in 2013.

Table 3.1-1 Revenues from Oil and Gas⁷⁹

REVENUE STREAMS	2012 (IDR)	%of total Oil and Gas sector	2013 (IDR)	%of total Oil and Gas sector	Y/N Reconciled in EITI 2012/2013 report
NON - TAX REVENUE					
Revenue from Oil production	144,717,087,022,468	45.00	135,329,234,847,290	41.46	Yes
Revenue from Gas production	61,106,427,615,761	19.00	68,300,185,200,293	20.92	Yes
Revenue from DMO	12,339,481,343,731	3.84	12,941,088,975,472	3.96	Yes
Signature bonus	162,411,318,000	0.05	176,740,500,000	0.05	Yes
Production bonus	3,750,000	0.00	17,500,000	0.00	Yes
TAX REVENUE					
Oil Income Tax	32,976,020,386,273	10.25	32,363,301,224,444	9.91	Yes
Gas Income Tax	50,484,720,419,499	15.70	56,384,134,954,761	17.27	Yes
Land and Building Tax	19,793,314,708,579	6.16	20,940,660,552,311	6.41	Unilaterally reported by DG of Budget
Value Added Tax	-	< 1%	-	< 1%	Unilaterally reported by DG of Budget
Other local taxes and levies	-	< 1%	-	< 1%	Unilaterally reported by DG of Budget
Total OIL and GAS	321,579,466,564,311		326,435,363,754,571		

⁷⁹ [Indonesian Government Audited Financial Statement](#). Ministry of Finance. Ministry of Finance. N.d. Web. 17 Nov.2014.

3.1.2 Mining

There are no significant differences between revenues covered under the old EITI requirements and the new ones issued in 2013.

Table 3.1-2 Revenues from Mineral and Coal⁷

REVENUE STREAMS	2012 (IDR)	%of total mining sector	2013 (IDR)	%of total mining sector	Y/N Reconciled in EITI 2012/2013 report
NON - TAX REVENUE					
Royalties	15,518,619,361,943	17.72	18,026,992,481,631	14.36	Yes
Dead rent	358,768,454,661	0.41	593,500,481,758	0.47	Yes
Sales Revenue Share	8,136,063,530,890	9.29	9,789,587,514,203	7.80	Yes
Forestry fee	472,406,425,117	0.54	587,594,198,848	0.47	Unilaterally reported by companies
Transportation fee	-	N/A	-	N/A	Yes
TAX REVENUE					
Tax from Mining	63,097,000,000,000	72.04	96,572,000,000,000	76.91	Yes
Other local taxes and levies	-	< 1%	-	< 1%	Unilaterally reported by companies
Total Coal & Mining revenue	87,582,857,772,611		125,569,674,676,440		

Although the SOE dividends are not included in the revenue tables in Sections 3.1.1 and 3.1.2, we consider that the dividend from SOEs is significant enough to be part of the revenues to be reconciled in the EITI 2012-2013 report. The reason for the exclusion of SOE dividends from the table is that the SOEs can have subsidiaries which are not involved in upstream industries, and not even in the extractive industry itself, e.g. Pertamina has hospitals and insurance companies as subsidiaries. Below is the contribution of dividend from SOEs to the Government revenue.

Table 3.1-3 SOEs Dividend (Source: LKPP)

Dividend	2012 (IDR)	2013 (IDR)
PT Pertamina	7,257,043,000,000	7,795,000,000,000
PT Aneka Tambang, Tbk.	564,137,157,008	291,948,080,000
PT Bukit Asam, Tbk.	1,049,380,332,000	1,079,747,468,713
PT Timah, Tbk	291,453,500,000	140,261,550,000
Total SOEs Dividend	9,162,013,989,008	9,306,957,098,713

3.1.3 New EITI Requirements under the EITI Standard

3.1.3.1 Infrastructure Provision and Barter Arrangement

For oil and gas, Indonesia follows the PSC mechanism. Under the PSC mechanism, all infrastructure and barter arrangements are owned by the government and recorded in LKPP.

The regulation on infrastructure provision by private companies is not yet prepared. To capture unilateral information, we recommend revision of the reporting templates. Examples of infrastructure provision by the private sector include Vale's construction of the Soroako Dam, Freeport's construction of Timika Airport, and Adaro's construction of mining roads. The independent administrator will review in more detail particularly for FY12-13.

For SOEs in the mining sector, the Government provides transportation infrastructure to transfer the commodities. The transportation mode is a network of railways operated by PT Kereta Api Indonesia (PT KAI) as an SOE in Indonesia. In fact, PT KAI offers several services, bulk goods transportation being only one. The first railway for transfer of bulk goods was to support the development of the coal industry and it was fully operated by the government. The railway was used to transfer the coal from Tanjung Enim to the harbor or jetty for delivery to customers.

In the extractive industries in Indonesia, the concept of barter arrangements for all practical purposes does not exist.

3.1.3.2 Social Expenditure

According to [Law No. 40/2007](#) Article 74, social expenditure is mandatory for Limited Liability Companies (*Perseroan Terbatas* or PT) in the extractive industries and is widely known as Corporate Social Responsibility (CSR). Companies are obliged to include CSR in their budgets, and failure to do so is punishable by law. However, there is not yet any regulation providing a blueprint for CSR application and there are no minimum CSR contributions from private companies. Recommendations regarding unilateral reporting from companies and policies should be established to enhance CSR supervision.

CSR has a very broad definition in Indonesia, and consists of all the contents defined in EITI 4.1.e Social Expenditure. Indonesia does not have a clear definition of public infrastructure, fuel subsidies or national debt servicing (charged to specific enterprise fiscal expenditures). CSR expenses are disclosed in Enterprise Financial Reports issued annually as can be seen in Section 2.6 on SOEs.

Indonesian SOEs have one form of mandatory CSR, known as the “Partnership and Community Development Program (PKBL)”. The latest Ministry of State Owned Enterprise (MOSE) [Regulation No. 8 of 2013](#) states that development program funds should be allocated from the enterprise’s budget, they can be calculated as expenses, taking a maximum of 2% from the previous year’s profit, according to article 11 of the regulation. PKBL implementation is not included in the SOEs’ financial reports.

As mentioned above, the CSR program is currently only mandatory for legal enterprises registered as limited liability companies. However, many businesses in the extractive sector are not registered as limited liability companies. Therefore, in alignment with EITI requirements, we recommend that all EI enterprises include their CSR expenditure in regular reports to each sectorial ministry. Subsequently, CSR expenditure should be unilaterally reported by the sectorial ministry as part of EITI information.

3.1.3.3 Revenues Received From Transportation of Oil, Gas and Minerals

Revenues received from transportation of oil, gas and minerals exist when the provider is an SOE. One example is the transportation fee paid by PTBA to PT KAI during the movement of coal. This is reflected in the new reporting template form. The independent administrator should check the materiality before reconciling the differences.

3.2 Entities Covered in EITI Report

3.2.1 Oil and Gas Companies

As of 2012, PSC, JOB and JOA are the three types of contract that still exist in oil and gas exploitation activities based on the SKK Migas annual report. However, SKK Migas annual reports does not cover information regarding the Participating Interest (PI) in each block, the duration of the license/contract and the coordinate information for each block.

KKKS in exploitation stage are required to report all revenue streams mentioned in section 3.1.1 except for the signature bonus, while KKKS in exploration stage are only required to report signature bonus payment. The lists of KKKS can be seen in Annex 5.

Holding companies (e.g Pertamina Persero) are generally not directly involved in the effort to extract the oil and gas from the ground. The extraction is usually the responsibility of the subsidiaries (e.g Pertamina Hulu Energi/PHE). For this reason, the reconciliation will only involve the subsidiaries. The reconciliation process via templates is delivered to all operators and participating interests in accordance with Annex 5.

The process starts from the independent administrator delivering requests to all companies together with the reporting templates and a letter from SKK Migas to instruct the companies to provide the data requested. Companies should provide the data and send it to the EITI national secretariat. The EITI national secretariat should notify the independent administrator once the data is provided in order for the independent administrator to begin the reconciliation.

3.2.2 Mining Companies

Owing to the large number of companies in the mining sector, a materiality threshold is required so that reconciliation process can be performed. Since the confidentiality of income taxpayers is protected by [Law No. 16/2009](#) Article 34, we face difficulties in defining the materiality threshold based on income tax. Income tax information is the reference point to reveal companies contributing more than 80% of the income tax.

After reviewing the regulation, it is found that Clauses 1 and 3 in Article 34 permit a small amount of information to be shared. The detailed explanation in Clause 1 elaborates the type of information that is not open to the public. Clause 3 states that the information can be shared if it is intended for the country's benefit and is authorized by the Minister of Finance⁸⁰.

After reviewing this regulation, we focus on a list of taxpayers that contribute 80% of the total income tax without divulging any further detail such as the amount of tax paid. With that kind of information, the materiality threshold for selection of mining companies can be set. Other than from income tax, a threshold is set for the Royalty and Sales Revenue Share (*PHT*) paid above IDR 25 billion, which covers 81.66% of royalty payment in 2012 and 84.65% in 2013.

The combination of these two approaches will generate a list of companies to be covered in the EITI reconciliation report. This combination will provide greater confidence in the significant information covered in the report and reduce the complexity in performing the reconciliation attendant upon the great number of companies involved in the mining sector. The reason for tax being the major consideration is that mining income tax contributes approximately 68% of the Government's revenue from the mining sector. Other than income tax, the EITI team has decided that the materiality threshold uses royalty since it contributes more than 17% of the total revenue from the mining sector.

In 2013, the same method was used to define the materiality of companies selected for inclusion in the EITI 2012-2013 reconciliation report. Based on the data obtained from the DG Mineral and Coal on mining non-tax revenue and data from the DG Taxation, there are 102 companies identified for inclusion in the reconciliation report. Those companies are entities that contribute 84.65% of royalty,

⁸⁰ [Persandingan UU Perpajakan](#) .*Pajak*. Ministry of Finance. 2011. Web. 3 Dec.2014.

99.00% of Sales Revenue Share (*PHT*) and 80% of income tax. The materiality threshold identified around 100 companies out of more than 3,500 companies to be covered in the 2012-2013 reconciliation reports. The list of companies in the reconciliation report can be seen in Annex 6.

Essentially the same as the reporting process for oil and gas companies, the process starts from the independent administrator delivering requests to all companies, both SOEs and private companies, together with the reporting templates and a letter from DG Mineral and Coal to instruct the companies to provide the data requested. Companies should provide the data and send it to the EITI national secretariat. EITI national secretariat should notify the independent administrator once the data is provided in order for the independent administrator to begin the reconciliation.

3.2.3 Government Agencies

To provide a comprehensive reconciliation of Government revenue and company payments, the following Government entities will be required to report.

Table 3.2-1 Government Agencies Required to Report

Entities	Data
SKK Migas	Government lifting Over and under lifting DMO
Directorate General of Budget	Government oil and gas entitlement Tax and Bonus DMO fee to PSC
Directorate General of Oil and Gas	Total lifting oil and gas Signature bonus
Directorate General of Mineral and Coal	Royalties Sales Revenue Share Dead Rent
Directorate General of Tax	Income tax payment of mineral and coal producers Land and building tax payment of mineral and coal producers
Directorate General of Budget	Dividend received by SOEs
Deputy Minister of Energy, Logistics and Transportation	Revenues received from transportation (SOEs)

3.3 Reporting Template Assessment

After reviewing the revenue streams to be included in the reconciliation report, we have assessed that most reporting templates are available in the previous EITI scoping study for 2010-2011. Corporate Social Responsibility (CSR) funds paid by companies involved in the extractive sector will become an additional item in the reporting template for the reconciliation report. The full list of reporting templates for the reconciliation report can be seen in Annex 1 to Annex 4.

4. Summary and Recommendations

4.1 Summary of Funds in Extractive Industry

Besides the payments conveyed to the Government, companies in the extractive industries also have other funds that are regulated and mandated in Indonesia. The summary of funds can be seen in the table below.

Table 4.1-1 Summary of Funds

FUNDS	REGULATION
Corporate Social Responsibility	Limited Liability Enterprise Law No.40/2007 , article 1 clause 3 and article 74 clauses 1,2,3,4; Government Regulation (GR) No 47/2012
Partnership and Community Development Program	SOE Law No19/2003 and SOE Ministerial Regulation No.5/2007
Fee for hiring expatriates	Manpower Ministerial Regulation No. 1/1997 on Skill Development Fund
Joint studies	EMR Ministerial Regulation No.5/2012
Training of Indonesian nationals	Presidential Decree No.23/1974 on Expatriate hiring limitation
Reforestation fee	Non Tax Revenue Law No.20/1997 ; Forestry Provision Government Regulation (GR) No.51/1998 ;the Ministry of Trade Regulation No.12/2012 ; Government Regulation (GR) No.35/2002
Forestry fee	Non Tax Revenue Law No.20/1997 ; Forestry Law No 41/1999 ; Government Regulation (GR) No.2/2008

4.2 Schedule and Regularity of Data

The data in LKPP should include reports from government agencies. LKPP was initiated in June 2013 and the information was publicly available on the Ministry of Finance's website in July 2013. LKPP for 2013 was established in June 2014 and the information was publicly available on the website in August 2014. We believe that the regularity of the reports and public announcements is satisfactory and that the reporting itself is of quite a high standard.

When we tried to investigate the report in more detail, there were bureaucratic difficulties in obtaining the annual reports of several agencies such as DG Oil and Gas, DG Mineral and Coal, DG Budgeting and DG Fiscal Balance. In the interests of full transparency, those agencies should maintain the regularity of their public announcements.

Based on discussion with our professional expert who has experience in leading several directorate generals at MEMR, it was revealed that directorate generals in all ministries should submit reports to their ministries annually. We encourage the annual reports from all directorate generals in the extractive sector to be made publicly available.

4.3 Data Quality and Gathering

The overall data quality of the extractive sector is adequate as shown in the EITI Reports of 2010 and 2011. There are areas for improvement such as full contract disclosure and cadastral information, as described above in the contextual analysis. These areas for improvement are beyond the remit of the

scoping study, particularly because they have not been agreed by the MSG. From data regularity perspective, the validator and reconciler of the 2010-2011 EITI Report identified templates for gathering data. The span of the templates is sufficient to strengthen data quality. There is no significant difficulty in the oil and gas sector with respect to the templates for reporting of government entities and companies. SKK Migas has an important role in ensuring adequate reporting.

There is a constraint in enforcing coal and mining reporting. Decentralization mandates that reporting is the responsibility of local governments. There is no central government entity to enforce reporting such as SKK Migas in the oil and gas industry. DG Mineral and Coal confirms that templates have been distributed. However, local government agencies and companies are not responsive in submitting reports. Self-assessment is currently being applied to reporting. DG Mineral and Coal should introduce a new approach such as sanctions on the budget (central government portion) of the local government for delayed report submission through stricter regulatory enforcement. The late report submission is regulated under [Government Regulation 56/2001](#) Article 2, 3, 5 and 13. For their part, local governments should punish behind-schedule reporting by withholding permits to companies as a means of encouraging timely submission. Sanctions on local administrations have been mentioned several times by President Joko Widodo as a way to improve service delivery at the local government level.

4.4 Data Assurance

Since the EITI reconciliation process requires data of high reliability, there should be an assurance method to guarantee the quality of data for reconciliation. Based on observation and discussion with our professional expert, in order to ensure that the data is reliable, the data should be accompanied with a sign-off from the official in charge.

For ministries/directorates general, the sign-off should be from:

1. The Deputy Director General
2. The Director General in charge
3. The Secretary General of the ministry

For SKK Migas, the sign-off should be from:

1. Deputy in charge
2. Chairman of SKK Migas

For participating companies, the sign-off should be from:

1. Directors in charge (e.g. lifting data should be from the Operations Director and payment data from the CFO)
2. President Director

On top of the sign-off procedures, to strengthen data assurance we recommend continuing with the existing attestation statements as seen in Annex 1 to Annex 4.

4.4.1 Assurance Method in the Public Sector

The public institution known as the Supreme Audit Agency (*Badan Pemeriksa Keuangan* or BPK) is mandated by the [Constitution of the Republic of Indonesia](#) paragraphs 23E, 23F, 23G and several laws in relation to the purpose of BPK's establishment and its mode of operation ([Law No. 15/2006](#) regarding BPK; [Law No. 15/2004](#) regarding Audit of the Management and Accountability of State

Finances; [Law No. 1/2004](#) regarding the State Treasury; and [Law No. 17/2003](#) regarding State Finances).

BPK performs the role of an independent public accountant for government agencies in Indonesia. It has the authority to perform audit and assurance processes in all ministries, directorates and agencies/institutions. The acknowledgment of audit and assurance processes in Indonesia is shown by the involvement of BPK as the highest audit board in Indonesia and as a member of the working group in INTOSAI. BPK has also shown its capability in constructing drafts and carrying out surveys, even leading parallel audits to support the content in ISSAI 5520.

On a smaller scale, the role of process assurance in the executive range of the Government is performed by the Audit and Development Agency (*Badan Pemeriksa Keuangan dan Pembangunan* or BPKP). BPKP's approach is geared more towards preventive action than auditing. The approach from BPKP includes socialization, assistance, mentoring and evaluation. According to [Presidential Decree No. 103/2001](#) Articles 52, 53 and 54, the task of BPKP is to supervise finance and government. The main difference between BPKP and BPK is that BPK is an entity working outside the executive range while BPKP is an entity that supervises all ministries and government agencies under the President⁸¹.

In each directorate general under the ministries, there are inspectorate generals tasked with supervising the assurance processes in each DG and ensuring that the practice of each DG does not deviate from its objectives and purpose.

The steps for assurance/audit processes mentioned above will be implemented in public entities in the extractive sector⁸². Hence, the data requested from the independent administrator is expected to be subject to scrutiny through the process mentioned above.

4.4.2 Assurance Method in Private Sector

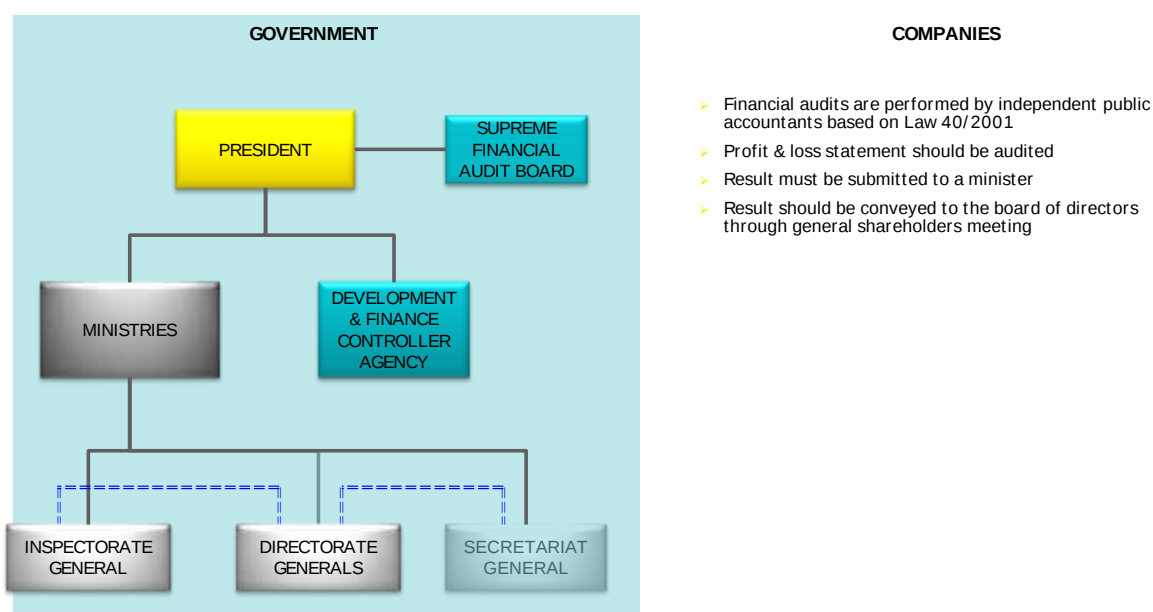
Different circumstances apply for private sector companies involved in the extractive sector. Their operational and financial performance is captured in the annual and financial reports, especially for public listed companies. Under [Law No. 40/2007](#), public accountants have to audit all limited liability companies (PTs). The public accountant should audit the balance sheets and profit-loss reports of all PTs and deliver the findings to ministers in line with relevant laws and regulations. The result of the audit process should be delivered to the board of directors via the general shareholders meeting.

The laws and regulations regarding the audit process are only applicable to PTs. Given EITI requirements to gather reliable data, we will elaborate on some of the approaches to ensure reliability of data gathered from companies.

⁸¹ [Keputusan Presiden Nomor 103 tahun 2001 527](#). National Land Agency. National Land Agency. n.d. Web. 17 Nov.2014.

⁸² Most of the public entities in extractive sector are members of the EITI MSG

Figure 4.4-1 Comparative Assurance Procedures in Public and Private Sectors



4.5 Limitations

From observation of the contextual information, there are several limitations and assumptions. The limitations are:

- Lack of available data from government agencies on mining industries other than coal.
- Limited access to government and company data.
- Unknown number of companies involved in the extractive sector.

The assumptions are:

- Government agencies will be the main sources of data rather than the private sector.
- The scoping study will cover only the upstream side of the extractive industry.

4.6 Summary of Recommendations

- In view of this barrier, we would like to suggest that the Government disclose the cadastral information related to exploitation rather than exploration areas. With this approach, the public will understand which regions are being exploited and are contributing revenue from the extractive sector. However, if the Government decides to move into full transparency and reveal information on potential areas for mining, we believe that such an approach would bring greater benefits to the country because transparency would attract more investors, even though non-tax revenues might be lower.
- Since the EITI reconciliation report should be prepared on a yearly basis, an independent administrator would need to collect data both from government agencies and companies involved in the extractive industry. For government agencies, LKPP contains data consolidated by the Ministry of Finance consisting of all expenditure by and revenue to the Government.

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ANNEX 1 – A. OIL AND GAS REPORTING TEMPLATE FOR OPERATOR

To:

**Chairman of the Indonesia Transparency Implementation Team
Coordinating Ministry for Economic Affairs
Republic of Indonesia**

Re: EITI Indonesia Reporting Template 2012 and 2013

Dear Sir/Madam,
Herewith we would like to submit our completed EITI Indonesia reporting template.

EITI INDONESIA REPORTING TEMPLATE FOR 2012 AND 2013

TO BE FILLED BY OIL AND GAS CONTRACTOR/OPERATOR

I. IDENTITY AND INFORMATION OF PSC CONTRACTOR/OPERATOR AND PARTNER

A. CONTRACTOR/OPERATOR

Name :
Working Area :
Address :

Technical PIC*
Name :
Position :
Telephone/fax :
Email :

* Official at the level of Finance Director or an authorized official.

Contact person**

Name :
Position :
Telephone/fax :
Email :

** Person in charge (PIC) that may be contacted for purposes of data verification.

B. OWNERSHIP PERCENTAGE

To be filled out by PSC Contractor/Operator

1. Ownership as of 31 December 2012

Name(s) of Holder(s) of Participating Interest(s)	Ownership Percentage (%)	Name of PIC	Address	Email/Phone/Fax
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Total	100			

2. Ownership as of 31 December 2013

Name(s) of Holder(s) of Participating Interest(s)	Ownership Percentage (%)	Name of PIC	Address	Email/Phone/Fax
Total	100			

II. SECTION FOR DATA TO BE RECONCILED

To be filled out by operator based on FQR (Financial Quarterly Report)

Description (and unit to be reported)	Volume/Value	
	2012	2013
1.Total lifting of oil & condensate (Barrels)		
2.Total lifting of gas (MSCF)		
3. Government lifting of oil and condensate (Barrels)		
4.Government lifting of gas (MSCF)		
5.Domestic Market Obligation (DMO) oil (Barrels)		
6.DMO Fees received (USD)		
7.Over/(under) lifting of oil (USD)*		
8.Over/(under) lifting of gas (USD)*		

*value of under (-) and over (+) for lifting.

To be filled out by operator based on CASH BASIS

Description (unit)	Value	
	2012	2013
1.Signature Bonus (USD)		
2.Production Bonus (USD)		

Description (unit)	Value	
	2012	2013
3. Corporate and Dividend Tax (USD)		

III. STATEMENT OF CONFORMITY

I certify that the content of the foregoing submission is true, independent, is consistent with the mechanism set out in the PSC and has been reported in the final Financial Quarterly Report (FQR) or financial statements that have been audited by an independent public accountant or auditor.

Date: _____

Name :

Position :

To be signed and to be sealed by Finance Director or Authorized Finance Official

A. ANNEX: DMO FEE

To be filled out with reference to invoice numbers, volume in barrels, receipt dates, and amounts in USD.

DMO Fee in 2012

Lifting Period	Invoice Number	Actual date of receipt of payment by Contractor/ Operator	DMO crude volume - In Barrels	Amount (in US Dollars - full amount)
January 2012				
February 2012				
March 2012				
April 2012				
May 2012				
June 2012				
July 2012				
August 2012				
September 2012				
October 2012				
November 2012				
December 2012				
Total				

DMO Fee in 2013

Lifting Period	Invoice Number	Actual date of receipt of payment by Contractor /Operator	DMO crude volume - In Barrels	Amount (in US Dollars - full amount)
January 2013				
February 2013				
March 2013				
April 2013				
May 2013				
June 2013				
July 2013				
August 2013				
September 2013				
October 2013				

November 2013				
December 2013				
Total				

B. ANNEX: SIGNATURE BONUS

To be filled out refer to payment date and amount in USD.

Signature Bonus Paid by Contractor in 2012	Payment date	Amount (in US Dollars - full amount)
TOTAL		

Signature Bonus Paid by Contractor in 2013	Payment date	Amount (in US Dollars - full amount)
TOTAL		

C. ANNEX: PRODUCTION BONUS

To be filled out refer to payment date and amount in USD.

Production Bonus Paid by Contractor in 2012	Payment date	Amount (in US Dollars - full amount)
TOTAL		

Production Bonus Paid by Contractor in 2013	Payment date	Amount (in US Dollars - full amount)
TOTAL		

D. ANNEX: CORPORATE & DIVIDEND TAXES

To be filled out refer to payment date and amount in USD.

Corporate & Dividend Taxes 2012

No	Corporate Income Tax		
	Actual Payment Date	Tax Period	Amount (in US Dollars – Full Amount)
1	January, 2012	December 2011	
2	February, 2012	January 2012	
3	March ..., 2012	February 2012	
4	April ..., 2012	March 2012	
5	April ..., 2012	Final tax payment for Year 2011	
6	May ..., 2012	April 2012	
7	June ..., 2012	May 2012	
8	July ..., 2012	June 2012	
9	August ..., 2012	July 2012	
10	September ..., 2012	August 2012	
11	October ..., 2012	September 2012	
12	November ..., 2012	October 2012	
13	December ..., 2012	November 2012	
	Total Corporate Income Tax Payments Made in Fiscal Year 2012		
No.	Dividend/Branch Profit Tax		
	Actual Payment Date	Tax Period	Amount (in US Dollars – Full Amount)
1	January, 2012	December 2011	
2	February, 2012	January 2012	
3	March ..., 2012	February 2012	
4	April ..., 2012	March 2012	
5	April ..., 2012	Final tax payment for Year 2011	
6	May ..., 2012	April 2012	
7	June ..., 2012	May 2012	
8	July ..., 2012	June 2012	
9	August ..., 2012	July 2012	
10	September ..., 2012	August 2012	
11	October ..., 2012	September 2012	
12	November ..., 2012	October 2012	
13	December ..., 2012	November 2012	
	Total Dividend/Branch Profit Tax Payments Made in Fiscal Year 2012		
	Total Corporate Income Tax and Dividend/Branch Profit Tax Payment Made in Fiscal Year 2012		

Corporate & Dividend Taxes 2013

No.	Corporate Income Tax		
	Actual Payment Date	Tax Period	Amount (in US Dollars – Full Amount)
1	January, 2013	December 2012	
2	February, 2013	January 2013	
3	March ..., 2013	February 2013	
4	April ..., 2013	March 2013	
5	April ..., 2013	Final tax payment for Year 2012	
6	May ..., 2013	April 2013	
7	June ..., 2013	May 2013	
8	July ..., 2013	June 2013	
9	August ..., 2013	July 2013	
10	September ..., 2013	August 2013	
11	October ..., 2013	September 2013	
12	November ..., 2013	October 2013	
13	December ..., 2013	November 2013	
	Total Corporate Income Tax Payments Made for Fiscal Year 2013		
No.	Dividend/Branch Profit Tax		
	Actual Payment Date	Tax Period	Amount (in US Dollars – Full Amount)
1	January, 2013	December 2012	
2	February, 2013	January 2013	
3	March ..., 2013	February 2013	
4	April ..., 2013	March 2013	
5	April ..., 2013	Final tax payment for Year 2012	
6	May ..., 2013	April 2013	
7	June ..., 2013	May 2013	
8	July ..., 2013	June 2013	
9	August ..., 2013	July 2013	
10	September ..., 2013	August 2013	
11	October ..., 2013	September 2013	
12	November ..., 2013	October 2013	
13	December ..., 2013	November 2013	
	Total Dividend/Branch Profit Tax Payments Made for Fiscal Year 2013		

	Total Corporate Income Tax & Dividend/Branch Profit Tax Payment Made for Fiscal Year 2013	
--	--	--

ANNEX 1 – B. OIL AND GAS REPORTING TEMPLATE FOR PARTNERS

To:

**Chairman of the Indonesia Transparency Implementation Team
Coordinating Ministry for Economic Affairs
Republic of Indonesia**

Re: EITI Indonesia Reporting Template 2012 and 2013

Dear Sir/Madam,

Herewith we would like to submit our filled in EITI Indonesia reporting template.

EITI INDONESIA REPORTING TEMPLATE FOR 2012 AND 2013

TO BE FILLED BY OIL AND GAS PARTNERS

I. IDENTITY AND INFORMATION OF PSC CONTRACTOR/OPERATOR AND PARTNER

CONTRACTOR/OPERATOR

Name :
Working Area :
Address :

Technical Person in Charge (PIC)*

Name :
Position :
Telephone/fax :
Email :

* Official at the level of Finance Director or an authorized official.

Contact person**

Name :
Position :
Telephone/fax :
Email :

** PIC that may be contacted for data verification.

II. SECTION FOR RECONCILIATION

To be filled out by Partner on a CASH BASIS.

Description (unit)	Value	
	2012	2013
Corporate and Dividend Tax (USD)		

III. STATEMENT OF CONFORMITY

I certify that the above information is true, and refers to financial statements which have been audited by an independent public accountant or auditor.

Date: _____

Name :

Position :

To be signed and to be sealed by Finance Director or Authorized Finance Official.

IV. ANNEX CORPORATE & DIVIDEND TAXES

To be filled out with reference to payment date(s) and amount(s) in USD.

Corporate & Dividend Taxes 2012

Corporate & Dividend Taxes 2012

No.	Corporate Income Tax		
	Actual Payment Date	Tax Period	Amount (in US Dollars – Full Amount)
1	January, 2012	December 2011	
2	February, 2012	January 2012	
3	March ..., 2012	February 2012	
4	April ..., 2012	March 2012	
5	April ..., 2012	Final tax payment for Year 2011	
6	May ..., 2012	April 2012	
7	June ..., 2012	May 2012	
8	July ..., 2012	June 2012	
9	August ..., 2012	July 2012	
10	September ..., 2012	August 2012	
11	October ..., 2012	September 2012	
12	November ..., 2012	October 2012	
13	December ..., 2012	November 2012	
	Total Corporate Income Tax Payments Made for Fiscal Year 2012		
No.	Dividend/Branch Profit Tax		
	Actual Payment Date	Tax Period	Amount (US Dollars – Full Amount)
1	January, 2012	December 2011	
2	February, 2012	January 2012	
3	March ..., 2012	February 2012	
4	April ..., 2012	March 2012	
5	April ..., 2012	Final tax payment for Year 2011	
6	May ..., 2012	April 2012	
7	June ..., 2012	May 2012	
8	July ..., 2012	June 2012	
9	August ..., 2012	July 2012	
10	September ..., 2012	August 2012	
11	October ..., 2012	September 2012	
12	November ..., 2012	October 2012	
13	December ..., 2012	November 2012	
	Total Dividend/Branch Profit Tax Payments Made for Fiscal Year 2012		
	Total Corporate Income Tax & Dividend/Branch Profit Tax Payment Made for Fiscal Year 2012		

Corporate & Dividend Taxes 2013

Corporate & Dividend Taxes 2013

No.	Corporate Income Tax		
	Actual Payment Date	Tax Period	Amount (US Dollars – Full Amount)
1	January, 2013	December 2012	
2	February, 2013	January 2013	
3	March ..., 2013	February 2013	
4	April ..., 2013	March 2013	
5	April ..., 2013	Final tax payment for Year 2012	
6	May ..., 2013	April 2013	
7	June ..., 2013	May 2013	
8	July ..., 2013	June 2013	
9	August ..., 2013	July 2013	
10	September ..., 2013	August 2013	
11	October ..., 2013	September 2013	
12	November ..., 2013	October 2013	
13	December ..., 2013	November 2013	
	Total Corporate Income Tax Payments Made for Fiscal Year 2013		
No.	Dividend/Branch Profit Tax		
	Actual Payment Date	Tax Period	Amount (US Dollars – Full Amount)
1	January, 2013	December 2012	
2	February, 2013	January 2013	
3	March ..., 2013	February 2013	
4	April ..., 2013	March 2013	
5	April ..., 2013	Final tax payment for Year 2012	
6	May ..., 2013	April 2013	
7	June ..., 2013	May 2013	
8	July ..., 2013	June 2013	
9	August ..., 2013	July 2013	
10	September ..., 2013	August 2013	
11	October ..., 2013	September 2013	
12	November ..., 2013	October 2013	
13	December ..., 2013	November 2013	
	Total Dividend/Branch Profit Tax Payments Made for Fiscal Year 2013		
	Total Corporate Income Tax & Dividend Branch Profit Tax Payments Made for Fiscal Year 2013		

ANNEX 2 – A. OIL AND GAS REPORTING TEMPLATE FOR SKK MIGAS

EITI INDONESIA REPORTING TEMPLATE FOR 2012 AND 2013

**TO BE FILLED IN BY THE MINISTRY OF ENERGY AND MINERAL RESOURCES'
Special Task Force for Upstream Oil and Gas Business Activities (SKK MIGAS)**

A. GOVERNMENT LIFTING EXPORTED IN 2012-2013 – IN USD

No.	PSC OPERATOR	Block	Government lifting for export in 2012		Government lifting for export in 2013	
			Oil	Gas	Oil	Gas

B. GOVERNMENT LIFTING SOLD DOMESTICALLY IN 2012-2013 – IN USD

No.	PSC OPERATOR	Block	Government lifting for domestic in 2012		Government lifting for domestic in 2013	
			Oil	Gas	Oil	Gas

C. OVER (UNDER) LIFTINGS IN 2012 AND 2013 – IN USD

No.	PSC OPERATOR	Block	Over (Under) Lifting in 2012		Over (Under) Lifting in 2013	
			Oil	Gas	Oil	Gas

D. DMO FEES IN 2012 AND 2013 – IN USD

No.	PSC OPERATOR	Block	DMO Fees in 2012	DMO Fees in 2013
			Oil (USD)	Oil (USD)

E. TOTAL LIFTING IN 2012 AND 2013 – IN VOLUME

No.	PSC OPERATOR	Block	Total Lifting in 2012		Total Lifting in 2013	
			Oil (Barrel)	Gas (MSCF)	Oil (Barrel)	Gas (MSCF)

F. GOVERNMENT LIFTING IN 2012 AND 2013 – IN VOLUME

No.	PSC OPERATOR	Block	Total Lifting in 2012		Total Lifting in 2013	
			Oil (Barrel)	Gas (MSCF)	Oil (Barrel)	Gas (MSCF)

G. DMO IN 2012 AND 2013 – IN VOLUME

No.	PSC OPERATOR	Block	DMO in 2012	DMO in 2013
			Oil (Barrel)	Oil (Barrel)

H. STATEMENT OF CONFORMITY

I certify that the contents of the above information are true and consistent with the principles, auditing standards and generally accepted procedures and in accordance with government auditing standards.

Date: _____

Name :
Position :

To be signed and sealed by Deputy of Financial Control.

ANNEX 2 – B. OIL AND GAS REPORTING TEMPLATE FOR DIRECTORATE GENERAL OF BUDGET

EITI INDONESIA REPORTING TEMPLATE FOR 2012 AND 2013

TO BE FILLED BY MINISTRY OF FINANCE,
DIRECTORATE GENERAL OF BUDGET, DIRECTORATE OF NON-TAX REVENUE

I. TO BE FILLED OUT FOR EACH PSC OPERATOR

A. FOR GOVERNMENT OIL AND GAS ENTITLEMENT

IN 2012

Description	Government Lifting invoices for 2012			Cash Receipts for Government Lifting 2012							
	Total of Lifting Transactions	Government Invoices		Receipts in 2012		Receipts in 2013		Receipts in 2014		Total Receipts	
	USD 000	USD 000	Rp Million	USD 000	Rp Million	USD 000	Rp Million	USD 000	Rp Million	USD 000	Rp Million
1. Provisional Entitlement *)	-	-	-	-	-	-	-	-	-	-	-
a. Oil	-	-	-	-	-	-	-	-	-	-	-
- Invoices - USD										-	-
- Invoices- IDR										-	-
b. Gas										-	-
2. Over / (Under) Lifting										-	-

Total	-	-	-	-	-	-	-	-	-	-	-
--------------	---	---	---	---	---	---	---	---	---	---	---

*) Including oil contractor entitlement conveyed to fulfill Domestic Market Obligation (DMO)

IN 2013

Description	Government Lifting invoices for 2013			Cash Receipts for Government Lifting 2013					
	Total of Lifting Transactions	Government Invoices		Receipts in 2013		Receipts in 2014		Total Receipts	
	USD 000	in USD 000	Rp Milion	USD 000	Rp Milion	USD 000	Rp Milion	USD 000	Rp Milion
1. Provisional Entitlement *)	-	-	-	-	-	-	-	-	-
a. Oil									
- Invoices in USD								-	-
- Invoices in IDR								-	-
b. Gas									
2. Over / (Under) Lifting								-	-
Total	-	-	-	-	-	-	-	-	-

*) Including oil contractor entitlement conveyed to fulfill Domestic Market Obligation (DMO)

B. TAX AND BONUS

Description	2012	2013	Comment
-------------	------	------	---------

a)	Corporate & Dividend Tax (C&D Tax) Paid by Contractors and Partners	-	-	
	1.			
	2.			
	3.			
b)	Production Bonus Paid by Contractors			

C. GOVERNMENT OBLIGATION

Description	2012	2013	Comment
a) Land and Building Tax (PBB) - (IDR Million)			
b) Value Added Tax (PPN) - (IDR Million)			
c) Local Tax and Retribution (PDRD)-(IDR Million)			
d) DMO Fee to PSC - (USD Thousand)			

II. STATEMENT OF CONFORMITY

I certify that the contents of the above information are true and consistent with standard government auditing procedures.

Date: _____

Name :

Position :

Official Number (NIP) :

III. ANNEXES TO THE TEMPLATE

1. Detail of corporate and dividend tax paid by each PSC Contractor

A. Tax Paid in 2012

No	Payment Date	Amount (US Dollars – full amount)	Description
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
Total tax paid in 2012			-

B. Tax Paid in 2013

No	Payment Date	Amount (US Dollars – full amount)	Description
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
Total tax paid in 2013			-

2. Details of DMO fee payment by Government to each PSC Operator

A. DMO Fee 2012

No	Lifting Period	Payment date	Amount (US Dollars - full amount)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
Total Payment of DMO Fee			-

B. DMO Fee 2013

No	Lifting Period	Payment date	Amount (US Dollars - full amount)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
Total Payment of DMO Fee			-

**ANNEX 2 – C. OIL AND GAS REPORTING TEMPLATE,
DIRECTORATE GENERAL OF OIL AND GAS,
MINISTRY OF ENERGY AND MINERAL RESOURCES**

EITI INDONESIA REPORTING TEMPLATE FOR 2012 AND 2013

**TO BE FILLED IN BY MINISTRY OF ENERGY AND MINERAL RESOURCES
DIRECTORATE GENERAL OF OIL AND GAS**

A. TO BE FILLED OUT FOR EACH PSC CONTRACTOR

Description	2012	2013
Total lifting oil and condensate (in barrels)		
Total lifting gas (in MSCF)		
Signature Bonus (USD)		

B. TO BE FILLED OUT FOR EACH EXPLORATION CONTRACTOR

Description	2012	2013
Signature Bonus (USD)		

C. STATEMENT OF CONFORMITY

I certify that the information above is true and consistent with standard government auditing procedures.

Date: _____

Name :

Position :

Official Number (NIP) :

ANNEX 3 – A. MINERAL REPORTING TEMPLATE FOR COMPANY

To:

**Chairman of the Indonesia Transparency Implementation Team
Coordinating Ministry for Economic Affairs
Republic of Indonesia**

Re: EITI Indonesia Reporting Template 2012 and 2013

Dear Sir/Madam,

Herewith we would like to submit our filled in EITI Indonesia reporting template.

EITI INDONESIA REPORTING TEMPLATE FOR 2012 AND 2013

TO BE FILLED BY MINERAL COMPANY

A. IDENTITY AND INFORMATION OF COMPANY

Name of Company :

Name of Taxpayer :

Tax Number (NPWP) :

Address of Company :

.....

.....

Technical PIC

Name :

Position :

Phone/Fax :

Email :

Contract/License Contract of Work generation:

Information Date of validity: to.....

Mining Operation Permit (IUP)

Number:

Date of validity: to.....

Issued by:

Shareholder(s) per 31
December 2013

Shareholder Name	Percentage

Total	100
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B. SECTION FOR RECONCILIATION

No	Description	2012		2013	
		Paid in		Paid in	
		Rupiah	USD	Rupiah	USD
1.	Royalty				
	Commodity				
	Commodity				
	Commodity				
	TOTAL ROYALTY				
2.	Dead Rent				
3.	Corporate Income Tax (articles 25 and 29)				
4.	Land and Building Tax (PBB)*				
5.	Dividend paid to Government				
6.	Forest Area Utilization – Non Tax Revenue				
7.	Local Taxes and Levies (PDRD)**				
8.	Other Local Revenues				

*Land and Building Tax which is paid to Central Government. Land & Building Tax paid to Local Government is reported in Number 7

**Including Land and Building Tax paid to Local Government

C. MINERAL VOLUME

Volumes reported here correspond to Royalties reported in Section II.1.

Revenue Description	Volume*			
	Q4/2011	Q1/2012	Q2/2012	Q3/2012
Type of mineral :				
Type of mineral :				
Type of mineral :				

Revenue Description	Volume*			
	Q4/2012	Q1/2013	Q2/2013	Q3/2013
Type of mineral :				
Type of mineral :				
Type of mineral :				

D. STATEMENT OF CONFORMITY

To be signed by Finance Director or Auditor of production unit in Indonesia.

I certify that the content of this submission is true and based on financial statements audited by a public accounting firm or an independent auditor.

Name :

Position:

E. AUTHORIZATION FORM TO OPEN TAX DATA AND INFORMATION

In accordance with the implementation of Presidential Regulation Number 26 Year 2010 on Transparency of State and Regional Revenues from Extractive Industries, we

Name of Tax Payer :

With the following tax identity number (TIN):

TIN : 1)

: 2) (if in possession of TIN other than the previous one)

: 3) (if in possession of TIN other than the previous one)

(and so on if necessary)

All Tax Object Number(s) that we have:

: 1)

: 2) (if in possession of a Tax Object Number other than the previous one)

: 3) (if in possession of a Tax Object Number other than the previous one)

: 4) (if in possession of a Tax Object Number other than the previous one)

: 5) (if in possession of a Tax Object Number other than the previous one)

(and so on if necessary)

Herewith we grant the authorization to the Directorate General of Taxes according to Article 34 of Law Number 6 of 1983, as further amended by Law Number 16 of 2009, to open tax data and information to the Indonesia Transparency Implementation Team with regards to Income Tax and Land & Building Tax paid by us in calendar years 2010 and 2011.

In witness whereof, this statement granting authorization is to be used in accordance with its stated objectives.

I, on behalf of commissioners/directors of the company,

(Stamp Duty IDR 6000)

Name :

Position :

To be signed by a member of the board of commissioners or board of directors of the company, whose name is listed in the establishment deed or amendments to that deed (please attach the establishment deed or the latest amendments related to the changes in board of commisiners or board of directors).

F. APPENDICES

1. APPENDIX FOR ROYALTY

Payment Date	Amount paid	
	Royalty paid to Account Number 421312	
	USD	IDR

2. APPENDIX FOR DEAD RENT

No	Area	Number of Mining Operational Permit	Payment Date	Dead Rent paid to Account Number 421311	
				IDR	USD

3. APPENDIX FOR CORPORATE INCOME TAX (ARTICLES 25 AND 29)

2012

Month	Tax Period/Year	Amount	Payment Date
January	December 2011		
February	January 2012		
March	February 2012		
	Remaining amounts 2011		
April	March 2012		
May	April 2012		
June	May 2012		
July	June 2012		
August	July 2012		
September	August 2012		
October	September 2012		
November	October 2012		

December	November 2012		
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2013

Month	Tax Period/Year	Amount	Payment Date
January	December 2012		
February	January 2013		
March	February 2013		
	Remaining amounts 2012		
April	March 2013		
May	April 2013		
June	May 2013		
July	June 2013		
August	July 2013		
September	August 2013		
October	September 2013		
November	October 2013		
December	November 2013		

4. APPENDIX OF LAND AND BUILDING TAX

Year 2012 and 2013

No	Name of area for which payment was made	Tax Object Number	Location of Tax Office	Payment Date	Amount Paid

5. APPENDIX FOR LOCAL TAXES AND LEVIES AND OTHER LOCAL REVENUES

Payment Date	Amount of cash or in-kind payment	Legal or regulatory basis for payment (Local Regulation / Local Tax and Levy / MoU / etc)	Province/District/City of Recipient

6. CORPORATE SOCIAL RESPONSIBILITY (CSR)

No	CSR Activities	Activity Date	CSR Value
1			

2			
3			
4			
5			
Total CSR			-

7. INFRASTRUCTURE PROVISION AND BARTER ARRANGEMENT

No	Infrastructure type	Financing date	Financing value	Financing method (cash / barter)
1				
2				
3				
4				
Total				

8. TRANSPORTATION FEE PAYMENT

2012

Period	SOEs / ROEs Transportation provider	Payment value
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		
TOTAL		

2013

Period	SOEs / ROEs Transportation provider	Payment value
January		
February		
March		
April		
May		
June		
July		
August		
September		

October		
November		
December		
TOTAL		

ANNEX 3 – B. COAL REPORTING TEMPLATE FOR COMPANY

To:

**Chairman of the Indonesia Transparency Implementation Team
Coordinating Ministry for Economic Affairs
Republic of Indonesia**

Re: EITI Indonesia Reporting Template 2012 and 2013

Dear Sir/Madam,

Herewith we would like to submit our filled in EITI Indonesia reporting template.

EITI INDONESIA REPORTING TEMPLATE FOR 2012 AND 2013

TO BE FILLED BY COAL COMPANY

A. IDENTITY AND INFORMATION OF COMPANY

Name of Company :

Name of Taxpayer :

Tax Number (NPWP) :

Address of Company :

.....

.....

Technical PIC

Name :

Position :

Phone/Fax :

Email :

Contract/License Contract of Work generation:

Information Date of validity: to.....

Mining Operation Permit (IUP)

Number:

Date of validity: to.....

Issued by:

Shareholder(s) per 31
December 2013

Shareholder Name	Percentage

Total	100
-------	-----

B. SECTION FOR RECONCILIATION

	Description	2012		2013	
		Paid in		Paid in	
		Rupiah	USD	Rupiah	USD
1.	Royalty				
	Low (Calorie $\leq$ 5100)				
	Medium (Calorie $>5100 - 6100$)				
	High (Calorie $\geq$ 6100)				
	TOTAL ROYALTY				
2.	Sales Revenue Share				
3.	Dead Rent				
4.	Corporate Income Tax (article 25 and 29)				
5.	Land and Building Tax (PBB)*				
6.	Dividend paid to Government				
7.	Forest Area Utilization –Non Tax Revenue				
8.	Local Taxes and Levies (PDRD)**				
9.	Other Local Revenues				
10.	Coal Domestic Market Obligation (in Tons)				

*Land and Building Tax which is paid to Central Government. Land & Building Tax paid to Local Government to be reported in number 8.

**Including Land and Building Tax paid to Local Government

C. COAL VOLUME

Volumes reported here correspond to Royalties reported in Section II.1.

Description	Volume*			
	Q4/2011	Q1/2012	Q2/2012	Q3/2012
A. Calorie Level $\leq$ 5100				
B. Calorie Level $> 5100 - 6100$				
C. Calorie Level $\geq$ 6100				

Description	Volume*			
	Q4/2012	Q1/2013	Q2/2013	Q3/2013
A. Calorie Level $\leq$ 5100				
B. Calorie Level $>$ 5100 - 6100				
C. Calorie Level $\geq$ 6100				

D. STATEMENT OF CONFORMITY

To be signed and sealed by Finance Director or Auditor of reporting production unit in Indonesia.

I certify that the content of this submission is true and based on financial statements audited by a public accounting firm or an independent auditor.

Name :

Position :

E. AUTHORIZATION FORM TO OPEN TAX DATA AND INFORMATION

In accordance with the implementation of Presidential Regulation Number 26 Year 2010 on Transparency of State and Regional Revenues from Extractive Industries, we

Name of Tax Payer :

With the following tax identity number (TIN):

TIN : 1)

: 2) (if in possession of TIN other than the previous one)

: 3) (if in possession of TIN other than the previous one)

(and so on if necessary)

All Tax Object Number(s) that we have:

: 1)

: 2) (if in possession of a Tax Object Number other than the previous one)

: 3) (if in possession of a Tax Object Number other than the previous one)

: 4) (if in possession of a Tax Object Number other than the previous one)

: 5) (if in possession of a Tax Object Number other than the previous one)

(and so on if necessary)

Herewith we grant the authorization to the Directorate General of Taxes according to Article 34 of Law Number 6 of 1983, as further amended by Law Number 16 of 2009, to open tax data and information to the Indonesia Transparency Implementation Team with regards to Income Tax and Land & Building Tax paid by us in calendar years 2010 and 2011.

In witness whereof, this statement granting authorization is to be used in accordance with its stated objectives.

I, on behalf of commissioners/directors of the company,

(Stamp Duty IDR 6000)

Name :

Position :

To be signed by a member of the board of commissioners or board of directors of the company, whose name is listed in the establishment deed or amendments to that deed (please attach the establishment deed or the latest amendments related to the changes in board of commisiners or board of directors).

F. APPENDICES

1. APPENDIX FOR ROYALTY

Payment Date	Amount paid	
	Royalty paid to Account Number 421312	
	USD	IDR

2. APPENDIX FOR DEAD RENT

No	Area	Number of Mining Operational Permit	Payment Date	Dead Rent paid to Account Number 421311	
				IDR	USD

3. APPENDIX FOR CORPORATE INCOME TAX (ARTICLES 25 AND 29)

2012

Month	Tax Period/Year	Amount	Payment Date
January	December 2011		
February	January 2012		
March	February 2012		
	Remaining amounts 2011		
April	March 2012		
May	April 2012		
June	May 2012		
July	June 2012		
August	July 2012		
September	August 2012		
October	September 2012		
November	October 2012		

December	November 2012		
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2013

Month	Tax Period/Year	Amount	Payment Date
January	December 2012		
February	January 2013		
March	February 2013		
	Remaining amounts 2012		
April	March 2013		
May	April 2013		
June	May 2013		
July	June 2013		
August	July 2013		
September	August 2013		
October	September 2013		
November	October 2013		
December	November 2013		

4. APPENDIX OF LAND AND BUILDING TAX

Year 2012 and 2013

No	Name of area for which payment was made	Tax Object Number	Location of Tax Office	Payment Date	Amount Paid

5. APPENDIX FOR LOCAL TAXES AND LEVIES AND OTHER LOCAL REVENUES

Payment Date	Amount of cash or in-kind payment	Legal or regulatory basis for payment (Local Regulation / Local Tax and Levy/MoU/etc)	Province/District/City of Recipient

6. APPENDIX FOR CORPORATE SOCIAL RESPONSIBILITY (CSR)

No	CSR Activities	Activity Date	CSR Value
----	----------------	---------------	-----------

1			
2			
3			
4			
5			
TOTAL			-

7. INFRASTRUCTURE PROVISION AND BARTER ARRANGEMENT

No	Infrastructure type	Financing date	Financing value	Financing method (cash / barter)
1				
2				
3				
4				
Total				

8. TRANSPORTATION FEE PAYMENT

2012

Period	SOEs / ROEs Transportation provider	Payment value
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		
TOTAL		

2013

Period	SOEs / ROEs Transportation provider	Payment value
January		
February		
March		
April		
May		
June		
July		
August		
September		

October		
November		
December		
TOTAL		

**ANNEX 4 – A. MINERAL AND COAL REPORTING TEMPLATE FOR DG OF MINERAL AND COAL,
MINISTRY OF ENERGY AND MINERAL RESOURCES**

EITI INDONESIA REPORTING TEMPLATE FOR 2012 AND 2013

**TO BE FILLED IN BY THE MINISTRY OF ENERGY AND MINERAL RESOURCES'
Directorate General of Mineral and Coal**

1. ROYALTIES – IN IDR and USD

A. Producers of Gold

No.	Company's name	Amount paid in 2012		Amount paid in 2013	
		IDR	USD	IDR	USD

B. Producers of Nickel

No.	Company's name	Amount paid in 2012		Amount paid in 2013	
		IDR	USD	IDR	USD

C. Producers of Tin

No.	Company's name	Amount paid in 2012		Amount paid in 2013	
		IDR	USD	IDR	USD

D. Producers of Bauxite

No.	Company's name	Amount paid in 2012		Amount paid in 2013	
		IDR	USD	IDR	USD

E. Producers of Copper

No.	Company's name	Amount paid in 2012		Amount paid in 2013	
		IDR	USD	IDR	USD

F. Producers of Coal

No.	Company's name	Amount paid in 2012		Amount paid in 2013	
		IDR	USD	IDR	USD

G. Producers of Iron Ore

No.	Company's name	Amount paid in 2012		Amount paid in 2013	
		IDR	USD	IDR	USD

H. Royalty payments from all other mining companies that are not included in I.A. to I.G.

No.	Company's name	Amount paid in 2012		Amount paid in 2013	
		IDR	USD	IDR	USD

2. SALES REVENUE SHARES (SRS) IN 2012-2013 – IN IDR AND USD

A. Coal Producers that hold Coal Contracts of Work

No.	Company's name	Amount paid in 2012		Amount paid in 2013	
		IDR	USD	IDR	USD

B. SRS payments from other mining companies not included in II.A.

No.	Comodities name	Amount paid in 2012		Amount paid in 2013	
		IDR	USD	IDR	USD

3. DEAD RENT IN 2012 AND 2013 – IN IDR and USD

A. Producers of Gold

No.	Company's name	Amount paid in 2012		Amount paid in 2013	
		IDR	USD	IDR	USD

B. Producers of Nickel

No.	Company's name	Amount paid in 2012		Amount paid in 2013	
		IDR	USD	IDR	USD

C. Producers of Tin

No.	Company's name	Amount paid in 2012		Amount paid in 2013	
		IDR	USD	IDR	USD

D. Producers of Bauxite

No.	Company's name	Amount paid in 2012		Amount paid in 2013	
		IDR	USD	IDR	USD

E. Producers of Copper

No.	Company's name	Amount paid in 2012		Amount paid in 2013	

		IDR	USD	IDR	USD

F. Producers of Coal

No.	Company's name	Amount paid in 2012		Amount paid in 2013	
		IDR	USD	IDR	USD

G. Dead rent payments from other mining companies not included in III.A. to III.F.

No.	Company's name	Amount paid in 2012		Amount paid in 2013	
		IDR	USD	IDR	USD

4. STATEMENT OF CONFORMITY

I certify that the information above is true and consistent with standard government auditing procedures.

Date: _____

Name :

Position :

Official Number (NIP) :

TOTAL				
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E. Producers of Copper

No.	Company's name	TIN	Amount paid in 2012	Amount paid in 2013
			IDR	IDR
	TOTAL			

F. Producers of Coal

No.	Company's name	TIN	Amount paid in 2012	Amount paid in 2013
			IDR	IDR
	TOTAL			

G. Producers of Iron Ore

No.	Company's name	TIN	Amount paid in 2012	Amount paid in 2013
			IDR	IDR
	TOTAL			

H. Income tax payments from all other mining companies that are not included in I.A. to I.G.

No.	Company's name	TIN	Amount paid in 2012	Amount paid in 2013
			IDR	IDR
	TOTAL			

2. LAND AND BUILDING TAX – IN IDR**A. Producers of Gold**

No.	Company's name	TIN	Amount paid in 2012	Amount paid in 2013
			IDR	IDR
	TOTAL			

B. Producers of Nickel

No.	Company's name	TIN	Amount paid in 2012	Amount paid in 2013
			IDR	IDR
	TOTAL			

C. Producers of Tin

No.	Company's name	TIN	Amount paid in 2012	Amount paid in 2013
			IDR	IDR
	TOTAL			

D. Producers of Bauxite

No.	Company's name	TIN	Amount paid in 2012	Amount paid in 2013
			IDR	IDR
	TOTAL			

E. Producers of Copper

No.	Company's name	TIN	Amount paid in 2012	Amount paid in 2013
			IDR	IDR

	TOTAL			

F. Producers of Coal

No.	Company's name	TIN	Amount paid in 2012	Amount paid in 2013
			IDR	IDR
	TOTAL			

G. Producers of Iron Ore

No.	Company's name	TIN	Amount paid in 2012	Amount paid in 2013
			IDR	IDR
	TOTAL			

H. Land and building tax payments from all other mining companies not included in II.A. to II.G

No.	Company's name	TIN	Amount paid in 2012	Amount paid in 2013
			IDR	IDR
	TOTAL			

3. STATEMENT OF CONFORMITY

I certify that the information above is true and consistent with standard government auditing procedures.

Date: _____

Name :

Position :

Official Number (NIP) :

**ANNEX 4 – C. MINERAL AND COAL REPORTING TEMPLATE FOR DIRECTORATE GENERAL OF
BUDGET, MINISTRY OF FINANCE**

EITI INDONESIA REPORTING TEMPLATE FOR 2012 AND 2013

**TO BE FILLED OUT BY MINISTRY OF FINANCE
Directorate General of Budget**

1. DIVIDENDS RECEIVED IN 2012 AND 2013 INCOME TAX – IN IDR AND USD

No	Name of Mining Companies	2012		2013	
		IDR	USD	IDR	USD
1					
2					
3					
4					
	TOTAL				

2. STATEMENT OF CONFORMITY

I certify that the above information is true and consistent with government auditing standards.

Date: _____

Name :

Position :

Official Number (NIP) :

ANNEX 5.A - LIST OF PRODUCTION SHARING CONTRACTS (PSC), OPERATORS and AREAS in Exploitation Activities in 2012

No.	OPERATOR	BLOCK	Contract Type	Contract Date	End Date	Participating Interest
1	BOB PERTAMINA – BUMI SIAK PUSAKO	CPP BLOCK, ONS. CENTRAL SUMATERA	JOB	6-Aug-02	8-Aug-22	PT. PHE CPP 50% PT Bumi Siak Pusako 50%
2	PT SPR LANGGAK	LANGGAK, RIAU	PSC	30-Nov-09	19-Apr-30	PT SARANA PEMBANGUNAN RIAU KINGSWOOD CAPITAL LTD
3	PT CHEVRON PACIFIC INDONESIA	SIAK BLOCK, ONS.	PSC	1-Aug-03	27-Nov-13	Chevron Siak 100%
4	PT CHEVRON PACIFIC INDONESIA	ROKAN BLOCK, ONS. CENTRAL SUMATERA	PSC	1-Aug-03	8-Aug-21	PT Chevron Pacific Indonesia
5	CONOCOPHILLIPS IND.INC.LTD.	SOUTH NATUNA SEA BLOCK "B", OFF.	PSC	15-Jan-99	15-Oct-28	ConocoPhillips Indonesia 40% Texaco Block B 25% inpx natuna 17.5% Belida International 17.5%
6	EXXONMOBIL OIL IND. INC.	"B" BLOCK, ONS. NORTH SUMATERA	PSC	6-Jul-89	3-Oct-18	Exxonmobil Oil ind
7	MOBIL EXPLORATION IND.	NORTH SUMATERA, OFF.	PSC	26-Aug-92	15-Oct-18	Mobil Exploration Ind
8	TRIANGLE PASE INC.	PASE BLOCK, ONS. ACEH	Temporary Caretaker	10-Feb-12	24-Aug-12	Triangle PASE 100%
9	EMP (KORINCI BARU) LTD.	KORINCI BARU BLOCK, ONS. RIAU	PSC	10-Sep-03	14-May-27	EMP Korinci Baru
10	EMP MALACCA STRAIT S.A	MALACCA STRAIT BLOCK, OFF.	PSC	10-Sep-03	4-Aug-20	EMP Malacca Strait S.A 34.46% OOGC Malacca LTD 32.58% PT. Imbang Tata Alam 26.03% Malacca Petroleum LTD 6.93%
11	MONTD'OR OIL TUNGKAL LIMITED	TUNGKAL, ONS. JAMBI	PSC	26-Aug-92	25-Aug-22	MontD'Or oil tungkal 70% Fuel-X Tungkal 30%

12	PETROCHINA INT'L JABUNG LTD.	JABUNG BLOCK, ONS. JAMBI.	PSC	27-Feb-93	26-Feb-23	Petrochina International Jabung Ltd 30% Petronas Carigali (Jabung) Ltd 30% PP Oil & Gas(Indonesia-Jabung) Ltd 30% PT. Pertamina (Persero) 10%
13	PETROSELAT, LTD.	SELAT PANJANG, ONS. RIAU.	PSC	31-Mar-03	15-Sep-21	PT. Petronusa Bumibakti 51% Petrochina International Selatpanjang LTD 45% International Mineral Resources LTD 4%
14	PREMIER OIL NATUNA SEA BV.	NATUNA SEA BLOCK "A", OFF.	PSC	1-May-03	15-Oct-29	Premier Oil Natuna Sea BV 28.6667% KUFPEC Indonesia (Natuna) BV 33.3333% Natuna 1 BV 15% Natuna 2 BV 23%
15	STAR ENERGY (KAKAP) LTD.	KAKAP BLOCK	PSC	10-Sep-03	21-Mar-28	Star Energy (Kakap) Ltd Premier oil Kakap B.V SPC Kakap Limited Novus U,K (Kakap) LTD PHE Kakap Novus Petroleum Canada (Kakap) LTD Natuna UK (Kakap 2) LTD Novus Nominees PTY LTD
16	JOB PERTAMINA EMP GEBANG	GEBANG BLOCK, ONS.OFF NORTH SUM.	JOB	20-Dec-90	28-Nov-15	PHE Gebang North Sumatera 50% EMP Gebang Limited 50%
17	PHE EMP - JOB P EMP GEBANG	GEBANG BLOCK, ONS.OFF NORTH SUM.	JOB	20-Dec-90	28-Nov-15	PHE Gebang North Sumatera 50% EMP Gebang Limited 50%

18	CONOCOPHILLIPS (SOUTH JAMBI) LTD.	SOUTH JAMBI 'B' BLOCK, ONS. JAMBI	PSC	26-Jan-90	25-Jan-20	Conoco Philips(South jambi) 45% PT. Pertamina (Persero) 25% Petrochina international jambi LTD 30%
19	PHE SOUTH JAMBI - JOB P COPHI	SOUTH JAMBI 'B' BLOCK, ONS. JAMBI	PSC JOB (JOA)	26-Jan-90	25-Jan-20	Conoco Philips(South jambi) 45% PT. Pertamina (Persero) 25% Petrochina international jambi LTD 30%
20	EMP (BENTU) LTD.	BENTU SEGAT BLOCK, ONS. RIAU	PSC	20-May-91	19-May-21	EMP (Bentu) Ltd
21	PT SUMATERA PERSADA ENERGI	WEST KAMPAR	PSC	7-Oct-05	6-Oct-35	Sumatera Persada Energi 55% Oilex(West Kampar) 55%
22	PT EMP TONGA	TONGA FIELD	PSC	16-Jan-07	15-Jan-37	PT EMP Tonga 71.25% PT Kencana Surya Perkasa 23.75% PT Petross Exploration Production 5%
23	PERTAMINA HULU ENERGI ONWJ LTD	NORTHWEST JAVA SEA, OFF.	PSC	5-May-03	18-Jan-17	PHE ONWJ 58.28% Risco Energy ONWJ 5% EMP ONWJ (36.72%)
24	CAMAR RESOURCES CANADA INC.	BAWEAN BLOCK, ONS. OFF. EAST JAVA SEA	PSC	28-Oct-10	11-Feb-32	Camar Resources Canada 35% Camar Bawean Petroleum 65%
25	CNOOC SES LTD.	SOUTHEAST SUMATERA, OFF.	PSC	26-Dec-91	6-Sep-18	CNOOC SES LTD.65.54% PT PERTAMINA HULU ENERGI SUMATERA 13.06% KNOC SUMATRA LTD. RISCO ENERGY SES B V 8.90% FORTUNA RESOURCES (SUNDA) LTD. 5%

						TALISMAN UK (SOUTHEAST SUMATRA) LTD. 2.08% TALISMAN RESOURCES (BAHAMAS) LTD. 1.63%
26	CONOCOPHILLIPS (GRISSIK) LTD.	CORRIDOR BLOCK, ONS. SOUTH SUMATERA	PSC	7-Oct-96	19-Dec-23	Conoco Phillips (Grissik) Ltd 54% Talisman (Corridor) Ltd 36% PT. Pertamina (Persero) 10%
27	KANGEAN ENERGY INDONESIA LIMITED	KANGEAN BLOCK, ONS. OFF. E.JAVA SEA	PSC	14-Nov-80		Kangean Energy Indonesia 60% EMP Exploration (Kangean) 40%
28	HESS (INDONESIA-PANGKAH) LTD.	PANGKAH BLOCK, OFF. N.E. JAVA SEA	PSC	8-May-96	7-May-26	HESS (IND-PANGKAH) LTD. 65% SAKA INDONESIA PANGKAH B.V. 25% HESS PANGKAH LLC.10%
29	LAPINDO BRANTAS INC.	BRANTAS BLOCK, ONS. OFF. EAST JAVA.	PSC	23-Apr-90	22-Apr-20	LAPINDO BRANTAS, INC. 50% PT. PRAKARSA BRANTAS 32% MINARAK LABUAN CO (L) LTD. 18%
30	PT MEDCO E&P INDONESIA	LEMATANG, ONS. SOUTH SUMATERA.	PSC	20-Dec-90	5-Apr-17	Medco E&P Lematang 51.1176% Lundin Lematang BV 25.8824% Lematang E&P LTD 23%
31	PT MEDCO E&P INDONESIA	RIMAU BLOCK, ONS. SOUTH SUMATERA	PSC	7-Dec-01	22-Apr-23	PT Medco E&P Rimau 95% Perusahaan Daerah Pertambangan dan Energi Sumatera Selatan 5%
32	PT MEDCO E&P INDONESIA	SOUTH AND CENTRAL SUMATERA, ONS.	PSC	28-Oct-10	28-Nov-13	Medco E&P Indonesia
33	PETROCHINA INTERNATIONAL BANGKO LTD.	BANGKO, ONS. SOUTH SUMATERA	PSC	17-Feb-95	15-Feb-25	Petrochina
34	SANTOS (MADURA OFFSHORE) PTY. LTD.	MADURA OFF.BLOCK, SE.MADURA	PSC	10-Sep-03	3-Dec-27	Santos (Madura Offs) 67.5% PC Madura 22.5% PT Petrogas Pantai Madura 10%

35	SANTOS (SAMPANG) PTY LTD	SAMPANG , ONS. OFF.	PSC	4-Dec-97	3-Dec-27	SANTOS (SAMPANG) PTY. LTD. 45% SINGAPORE PETROLEUM SAMPANG LTD. 40% CUE SAMPANG PTY LTD 15%.
36	JOB PERTAMINA TALISMAN JAMBI MERANG	JAMBI MERANG BLOCK, ONS. JAMBI	JOB	11-Jul-11	9-Feb-19	PHE Jambi merang 50% Pacific oil & gas (Jambi Merang) Ltd 25% Talisman Jambi Merang 25%
37	PHE JAMBI MERANG - JOB P TALISMAN	JAMBI MERANG BLOCK, ONS. JAMBI	JOB	11-Jul-11	9-Feb-19	PHE Jambi merang 50% Pacific oil & gas (Jambi Merang) Ltd 25% Talisman Jambi Merang 25%
38	JOB PERTAMINA GSIL	RAJA&PENDOPO BLOCK, ONS. SOUTH SUM.	JOB	15-Jun-91	5-Jul-19	PT Pertamina (Persero) 50% PT Golden Spike Energy Indonesia 50%
39	PHE RAJA TEMPIRAI - JOB P GSIL	RAJA&PENDOPO BLOCK, ONS. SOUTH SUM.	JOB	15-Jun-91	5-Jul-19	PT Pertamina (Persero) 50% PT Golden Spike Energy Indonesia 50%
40	JOB PERTAMINA PETROCHINA EAST JAVA	TUBAN BLOCK, ONS. JAWA TIMUR	JOB	14-Sep-09	28-Feb-18	PT. PERTAMINA HULU ENERGI TUBAN EAST JAVA 50% PETROCHINA INTERNATIONAL JAVA LTD. 25% PT. PERTAMINA HULU ENERGI TUBAN 25%
41	PHE TUBAN E.JAVA - JOB PPEJ	TUBAN BLOCK, ONS. JAWA TIMUR	JOB	14-Sep-09	28-Feb-18	PT. PERTAMINA HULU ENERGI TUBAN EAST JAVA 50% PETROCHINA INTERNATIONAL JAVA LTD. 25% PT. PERTAMINA HULU ENERGI TUBAN 25%

42	JOB PERTAMINA TALISMAN (OK) LTD.	OGAN KOMERING, ONS. SUMSEL	JOB	14-Sep-09	28-Feb-18	PHE Ogan Komering 50% Talisman Ogan Komering 50%
43	PHE OGAN KOMERING - JOB P TOKL	OGAN KOMERING, ONS. SUMSEL	JOB	14-Sep-09	28-Feb-18	PHE Ogan Komering 50% Talisman Ogan Komering 50%
44	MOBIL CEPU LTD.	CEPU BLOCK, JAVA	No Information	No Information	No Information	No Information
45	PT SELE RAYA MERANGIN DUA	MERANGIN II BLOCK, OFF. SOUTH SUM.	PSC	4-Oct-03	13-Oct-33	PT. Sele Raya Merangin II 44.6% Merangin BV 35.4% Sinochem Merangin LTD 20%
46	PT PHE WMO	WEST MADURA, OFF. EAST JAVA.	PSC JOB (JOA)	5-May-11	6-May-31	PT. PERTAMINA HULU ENERGI WEST MADURA OFFSHORE 80% KODECO ENERGY CO., LTD. 10% PT. MANDIRI MADURA BARAT 10%
47	CHEVRON INDONESIA COMPANY	EAST KALIMANTAN, ONS. OFF.	PSC	11-Jan-91	24-Oct-18	CHEVRON INDONESIA COMPANY. 92.5% INPEX OFF. NORTH MAHAKAM 7.5%
48	CHEVRON MAKASSAR LTD.	OFF. MAKASSAR STRAIT	PSC	30-Jun-98	25-Jan-10	CHEVRON MAKASSAR LTD. 72% PT. PERTAMINA HULU ENERGI MAKASSAR STRAIT 10% TIPTOP MAKASSAR LIMITED 18%
49	CITIC SERAM ENERGY LIMITED	SERAM NON BULA	PSC	10-Nov-99	31-Oct-19	KUFPEC (INDONESIA) LTD. 30% LION PETROLEUM SERAM LIMITED 2.5% CITIC SERAM ENERGY LIMITED 51% GULF PETROLEUM INVESTMENT COMPANY KSCC 16.5%
50	ENERGY EQUITY EPIC (SENGKANG) PTY. LTD.	SENGKANG, ONS. SOUTH SULAWESI	PSC	7-Oct-05	23-Oct-22	Energy Equity Epic (Sengkang) 100%

51	INDONESIA PETROLEUM LTD.	ATTAKA BLOCK, OFF. EAST KAL.	PSC	22-Jul-96	30-Dec-17	Inpex Corporation
52	KALREZ PETROLEUM (SERAM) LIMITED	BULA, ONS. SERAM	PSC	22-May-00	31-Oct-19	Kalrez Petroleum 100%
53	PT MEDCO E&P INDONESIA	TARAKAN ISLAND, ONS. EAST KAL.	PSC	14-Jan-82		Medco E&P 100%
54	PETROCHINA INTERNATIONAL (BERMUDA) LTD.	KEPALA BURUNG BLOCK	PSC	15-Oct-00	22-Apr-20	PT. PERTAMINA HULU ENERGI SALAWATI 50% PETROCHINA INTERNATIONAL KEPALA BURUNG LTD. 16.7858% RHP SALAWATI ISLAND BV 14.5122% PETROGAS (ISLAND) LTD 18.7020%
55	TOTAL E&P INDONESIE	MAHAKAM BLOCK, OFF. EAST KAL.	PSC	22-Oct-10	31-Dec-17	INPEX COOPERATION 50% TOTAL E&P INDONESIE 50%
56	VIRGINIA INDONESIA COMPANY (VICO), LLC.	SANGA-SANGA BLOCK, ONS. EAST KAL.	PSC	23-Apr-90	7-Sep-18	OPICOIL HOUSTON, INC. 20% VIRGINIA INDONESIA CO, LLC 7.5% VIRGINIA INTERNATIONAL CO.LLC15.625% UNIVERSE & OIL COMPANY. INC. 4.375% BP EAST KALIMANTAN LIMITED 26.25% LASMO SANGA-SANGA LTD. 26.25%
57	JOB PERTAMINA-MEDCO TOMORI SULAWESI	SENORO-TOILI, ONS.OFF.	JOB	14-Sep-09	3-Dec-27	PT. PERTAMINA HULU ENERGI TOMORI SULAWESI50% PT. MEDCO E &P TOMORI SULAWESI 30% TOMORI E&P LIMITED 20%

58	PHE MEDCO TOMORI - JOB P MEDCO	SENORO-TOILI, ONS.OFF.	JOB	14-Sep-09	3-Dec-27	PT. PERTAMINA HULU ENERGI TOMORI SULAWESI 50% PT. MEDCO E & P TOMORI SULAWESI 30% TOMORI E&P LIMITED 20%
59	JOB PERTAMINA PETROCHINA SALAWATI	SALAWATI, ONS. OFF. IRIAN JAYA	JOB	14-Sep-09	22-Apr-20	PT. PERTAMINA HULU ENERGI SALAWATI 50% PETROCHINA INTERNATIONAL KEPALA BURUNG LTD. 16.78% RHP SALAWATI ISLAND BV 14.52% PETROGAS (ISLAND) LTD 18.7%
60	PHE SALAWATI - JOB PPS	SALAWATI, ONS. OFF. IRIAN JAYA	JOB	14-Sep-09	22-Apr-20	PT. PERTAMINA HULU ENERGI SALAWATI 50% PETROCHINA INTERNATIONAL KEPALA BURUNG LTD. 16.78% RHP SALAWATI ISLAND BV 14.52% PETROGAS (ISLAND) LTD 18.7%
61	TOTAL E&P INDONESIA	TENGAH BLOCK, OFF. EAST KAL.	PSC JOB (JOA)	5-Oct-98	4-Oct-18	PT. PERTAMINA (PERSERO) 50% TOTAL TENGAH 25% INPEX TENGAH LTD. 25%
62	PHE TENGAH K - JOB P TENGAH	TENGAH BLOCK, OFF. EAST KAL.	PSC JOB (JOA)	5-Oct-98	4-Oct-18	PT. PERTAMINA (PERSERO) 50% TOTAL TENGAH 25% INPEX TENGAH LTD. 25%
63	PT PERTAMINA EP	PERTAMINA EP	PSC	17-Sep-05	16-Sep-35	PERTAMINA EP
64	PERUSDA "BENUO TAKA"	WAILAWI – EAST KALIMANTAN	Temporary Caretaker	27-Apr-12	30-Jun-12	Perusda Benuo Taka 100%
65	BP BERAU LTD.	BERAU, OFF. IRIAN JAYA	PSC	4-Mar-05	11-Feb-17	BP Berau, MI Berau, Nippon oil Corporation, KG berau Petroleum

66	BP MUTURI HOLDINGS BV.	MUTURI BLOCK, IRIAN JAYA	PSC	4-Mar-05	31-Dec-35	CNOOC MUTURI , LTD. 64.77% INDONESIA NATURAL GAS RESOURCES MUTURI INC. 34.23% BP MUTURI HOLDINGS B.V. 1%
67	BP WIRIAGAR LTD.	WIRIAGAR BLOCK, ONS. IRIAN JAYA	PSC	4-Mar-05	31-Dec-35	BP WIRIAGAR LTD, 37.598% KG WIRIAGAR PETROLEUM. LTD. 20% TALISMAN WIRIAGAR OVERSEAS LIMITED 42.402%

ANNEX 5.B - LIST OF PRODUCTION SHARING CONTRACTS (PSC), OPERATORS and AREAS in Exploitation Activities in 2013

No.	KKKS	AREA	Contract Type	Contract Date	End Date	Participating Interest
1	BOB PERTAMINA – BUMI SIAK PUSAKO	CPP BLOCK, ONS. CENTRAL SUMATERA	JOB	6-Aug-02	8-Aug-22	PT. PHE CPP 50% PT Bumi Siak Pusako 50%
2	PT SPR LANGGAK	LANGGAK, RIAU	PSC	30-Nov-09	19-Apr-30	PT SARANA PEMBANGUNAN RIAU KINGSWOOD CAPITAL LTD
3	PT CHEVRON PACIFIC INDONESIA	SIAK BLOCK, ONS.	PSC	1-Aug-03	27-Nov-13	Chevron Siak 100%
4	PT CHEVRON PACIFIC INDONESIA	ROKAN BLOCK, ONS. CENTRAL SUMATERA	PSC	1-Aug-03	27-Nov-13	Chevron Siak 100%
5	CONOCOPHILLIPS IND.INC.LTD.	SOUTH NATUNA SEA BLOCK "B", OFF.	PSC	15-Jan-99	15-Oct-28	ConocoPhillips Indonesia 40% Texaco Block B 25% inpx natuna 17.5% Belida International 17.5%
6	EXXONMOBIL OIL IND. INC.	"B" BLOCK, ONS. NORTH SUMATERA	PSC	6-Jul-89	3-Oct-18	Exxonmobil Oil ind
7	MOBIL EXPLORATION IND.	NORTH SUMATERA, OFF.	PSC	26-Aug-92	15-Oct-18	Mobil Exploration Ind
8	TRIANGLE PASE INC.	PASE BLOCK, ONS. ACEH	Temporary Caretaker	10-Feb-12	24-Aug-12	Triangle PASE 100%
9	EMP (KORINCI BARU) LTD.	KORINCI BARU BLOCK, ONS. RIAU	PSC	10-Sep-03	14-May-27	EMP Korinci Baru
10	EMP MALACCA STRAIT S.A	MALACCA STRAIT BLOCK, OFF.	PSC	10-Sep-03	4-Aug-20	EMP Malacca Strait S.A 34.46% OOGC Malacca LTD 32.58% PT. Imbang Tata Alam 26.03% Malacca Petroleum LTD 6.93%
11	MONTD'OR OIL TUNGKAL LIMITED	TUNGKAL, ONS. JAMBI	PSC	26-Aug-92	25-Aug-22	MontD'Or oil tungkal 70% Fuel-X Tungkal 30%

12	PETROCHINA INT'L JABUNG LTD.	JABUNG BLOCK, ONS. JAMBI.	PSC	27-Feb-93	26-Feb-23	Petrochina International Jabung Ltd 30% Petronas Carigali (Jabung) Ltd 30% PP Oil & Gas(Indonesia-Jabung) Ltd 30% PT. Pertamina (Persero) 10%
13	PETROSELAT, LTD.	SELAT PANJANG, ONS. RIAU.	PSC	31-Mar-03	15-Sep-21	PT. Petronusa Bumibakti 51% Petrochina International Selatpanjang LTD 45% International Mineral Resources LTD 4%
14	PREMIER OIL NATUNA SEA BV.	NATUNA SEA BLOCK "A", OFF.	PSC	1-May-03	15-Oct-29	Premier Oil Natuna Sea BV 28.6667% KUFPEC Indonesia (Natuna) BV 33.3333% Natuna 1 BV 15% Natuna 2 BV 23%
15	STAR ENERGY (KAKAP) LTD.	KAKAP BLOCK	PSC	10-Sep-03	21-Mar-28	Star Energy (Kakap) Ltd Premier oil Kakap B.V SPC Kakap Limited Novus U,K (Kakap) LTD PHE Kakap Novus Petroleum Canada (Kakap) LTD Natuna UK (Kakap 2) LTD Novus Nominees PTY LTD
16	JOB PERTAMINA EMP GEBANG	GEBANG BLOCK, ONS.OFF NORTH SUM.	JOB	20-Dec-90	28-Nov-15	PHE Gebang North Sumatera 50% EMP Gebang Limited 50%
17	PHE EMP - JOB P EMP GEBANG	GEBANG BLOCK, ONS.OFF NORTH SUM.	JOB	20-Dec-90	28-Nov-15	PHE Gebang North Sumatera 50% EMP Gebang Limited 50%

18	CONOCOPHILLIPS (SOUTH JAMBI) LTD.	SOUTH JAMBI 'B' BLOCK, ONS. JAMBI	PSC	26-Jan-90	25-Jan-20	Conoco Philips(South jambi) 45% PT. Pertamina (Persero) 25% Petrochina international jambi LTD 30%
19	PHE SOUTH JAMBI - JOB P COPHI	SOUTH JAMBI 'B' BLOCK, ONS. JAMBI	PSC JOB (JOA)	26-Jan-90	25-Jan-20	Conoco Philips(South jambi) 45% PT. Pertamina (Persero) 25% Petrochina international jambi LTD 30%
20	EMP (BENTU) LTD.	BENTU SEGAT BLOCK, ONS. RIAU	PSC	20-May-91	19-May-21	EMP (Bentu) Ltd
21	PT SUMATERA PERSADA ENERGI	WEST KAMPAR	PSC	7-Oct-05	6-Oct-35	Sumatera Persada Energi 55% Oilex(West Kampar) 55%
22	PT EMP TONGA	TONGA FIELD	PSC	16-Jan-07	15-Jan-37	PT EMP Tonga 71.25% PT Kencana Surya Perkasa 23.75% PT Petross Exploration Production 5%
23	PT MEDCO E&P INDONESIA	KAMPAR	PSC	20-Dec-90	5-Apr-17	Medco E&P Lematang 51.1176% Lundin Lematang BV 25.8824% Lematang E&P LTD 23%
24	PERTAMINA HULU ENERGI ONWJ LTD	NORTHWEST JAVA SEA, OFF.	PSC	5-May-03	18-Jan-17	PHE ONWJ 58.28% Risco Energy ONWJ 5% EMP ONWJ (36.72%)
25	CAMAR RESOURCES CANADA INC.	BAWEAN BLOCK, ONS. OFF. EAST JAVA SEA	PSC	28-Oct-10	11-Feb-32	Camar Resources Canada 35% Camar Bawean Petroleum 65%

26	CNOOC SES LTD.	SOUTHEAST SUMATERA, OFF.	PSC	26-Dec-91	6-Sep-18	CNOOC SES LTD.65.54% PT PERTAMINA HULU ENERGI SUMATERA 13.06% KNOC SUMATRA LTD. RISCO ENERGY SES B V 8.90% FORTUNA RESOURCES (SUNDA) LTD. 5% TALISMAN UK (SOUTHEAST SUMATRA) LTD. 2.08% TALISMAN RESOURCES (BAHAMAS) LTD. 1.63%
27	CONOCOPHILLIPS (GRISSIK) LTD.	CORRIDOR BLOCK, ONS. SOUTH SUMATERA	PSC	7-Oct-96	19-Dec-23	Conoco Phillips (Grissik) Ltd 54% Talisman (Corridor) Ltd 36% PT. Pertamina (Persero) 10%
28	KANGEAN ENERGY INDONESIA LIMITED	KANGEAN BLOCK, ONS. OFF. E.JAVA SEA	PSC	14-Nov-80	0-Jan-00	Kangean Energy Indonesia 60% EMP Exploration (Kangean) 40%
29	HESS (INDONESIA-PANGKAH) LTD.	PANGKAH BLOCK, OFF. N.E. JAVA SEA	PSC	8-May-96	7-May-26	HESS (IND-PANGKAH) LTD. 65% SAKA INDONESIA PANGKAH B.V. 25% HESS PANGKAH LLC.10%
30	LAPINDO BRANTAS INC.	BRANTAS BLOCK, ONS. OFF. EAST JAVA.	PSC	23-Apr-90	22-Apr-20	LAPINDO BRANTAS, INC. 50% PT. PRAKARSA BRANTAS 32% MINARAK LABUAN CO (L) LTD. 18%
31	PT MEDCO E&P INDONESIA	LEMATANG, ONS. SOUTH SUMATERA.	PSC	20-Dec-90	5-Apr-17	Medco E&P Lematang 51.1176% Lundin Lematang BV 25.8824% Lematang E&P LTD 23%
32	PT MEDCO E&P INDONESIA	RIMAU BLOCK, ONS. SOUTH SUMATERA	PSC	20-Dec-90	5-Apr-17	Medco E&P Lematang 51.1176% Lundin Lematang BV 25.8824% Lematang E&P LTD 23%

33	PT MEDCO E&P INDONESIA	SOUTH AND CENTRAL SUMATERA, ONS.	PSC	20-Dec-90	5-Apr-17	Medco E&P Lematang 51.1176% Lundin Lematang BV 25.8824% Lematang E&P LTD 23%
34	PETROCHINA INTERNATIONAL BANGKO LTD.	BANGKO, ONS. SOUTH SUMATERA	PSC	17-Feb-95	15-Feb-25	Petrochina
35	SANTOS (MADURA OFFSHORE) PTY. LTD.	MADURA OFF.BLOCK, SE.MADURA	PSC	10-Sep-03	3-Dec-27	Santos (Madura Offs) 67.5% PC Madura 22.5% PT Petrogas Pantai Madura 10%
36	SANTOS (SAMPANG) PTY LTD	SAMPANG , ONS. OFF.	PSC	4-Dec-97	3-Dec-27	SANTOS (SAMPANG) PTY. LTD. 45% SINGAPORE PETROLEUM SAMPANG LTD. 40% CUE SAMPANG PTY LTD 15%.
37	JOB PERTAMINA TALISMAN JAMBI MERANG	JAMBI MERANG BLOCK, ONS. JAMBI	JOB	11-Jul-11	9-Feb-19	PHE Jambi merang 50% Pacific oil & gas (Jambi Merang) Ltd 25% Talisman Jambi Merang 25%
38	PHE JAMBI MERANG - JOB P TALISMAN	JAMBI MERANG BLOCK, ONS. JAMBI	JOB	11-Jul-11	9-Feb-19	PHE Jambi merang 50% Pacific oil & gas (Jambi Merang) Ltd 25% Talisman Jambi Merang 25%
39	JOB PERTAMINA GSIL	RAJA&PENDOPO BLOCK, ONS. SOUTH SUM.	JOB	15-Jun-91	5-Jul-19	PT Pertamina (Persero) 50% PT Golden Spike Energy Indonesia 50%
40	PHE RAJA TEMPIRAI - JOB P GSIL	RAJA&PENDOPO BLOCK, ONS. SOUTH SUM.	JOB	15-Jun-91	5-Jul-19	PT Pertamina (Persero) 50% PT Golden Spike Energy Indonesia 50%
41	JOB PERTAMINA PETROCHINA EAST JAVA	TUBAN BLOCK, ONS. JAWA TIMUR	JOB	14-Sep-09	28-Feb-18	PT. PERTAMINA HULU ENERGI TUBAN EAST JAVA 50% PETROCHINA INTERNATIONAL JAVA LTD. 25%

						PT. PERTAMINA HULU ENERGI TUBAN 25%
42	PHE TUBAN E.JAVA - JOB PPEJ	TUBAN BLOCK, ONS. JAWA TIMUR	JOB	14-Sep-09	28-Feb-18	PT. PERTAMINA HULU ENERGI TUBAN EAST JAVA 50% PETROCHINA INTERNATIONAL JAVA LTD. 25% PT. PERTAMINA HULU ENERGI TUBAN 25%
43	JOB PERTAMINA TALISMAN (OK) LTD.	OGAN KOMERING, ONS. SUMSEL	JOB	14-Sep-09	28-Feb-18	PHE Ogan Komering 50% Talisman Ogan Komering 50%
44	PHE OGAN KOMERING - JOB P TOKL	OGAN KOMERING, ONS. SUMSEL	JOB	14-Sep-09	28-Feb-18	PHE Ogan Komering 50% Talisman Ogan Komering 50%
45	MOBIL CEPU LTD.	CEPU BLOCK, JAVA	No Information	No Information	No Information	No Information
46	PT SELE RAYA MERANGIN DUA	MERANGIN II BLOCK, OFF. SOUTH SUM.	PSC	4-Oct-03	13-Oct-33	PT. Sele Raya Merangin II 44.6% Merangin BV 35.4% Sinochem Merangin LTD 20%
47	PT PHE WMO	WEST MADURA, OFF. EAST JAVA.	PSC JOB (JOA)	5-May-11	6-May-31	PT. PERTAMINA HULU ENERGI WEST MADURA OFFSHORE 80% KODECO ENERGY CO., LTD. 10% PT. MANDIRI MADURA BARAT 10%
48	TATELY N.V	PALMERAH BLOK	PSC	30-Dec-03	29-Dec-33	Tately N.V
49	PT MEDCO E&P INDONESIA	SOUTH SUMATERA	PSC	20-Dec-90	5-Apr-17	Medco E&P Lematang 51.1176% Lundin Lematang BV 25.8824% Lematang E&P LTD 23%
50	CHEVRON INDONESIA COMPANY	EAST KALIMANTAN, ONS. OFF.	PSC	11-Jan-91	24-Oct-18	CHEVRON INDONESIA COMPANY. 92.5% INPEX OFF. NORTH MAHAKAM 7.5%

51	CHEVRON MAKASSAR LTD.	OFF. MAKASSAR STRAIT	PSC	30-Jun-98	25-Jan-10	CHEVRON MAKASSAR LTD. 72% PT. PERTAMINA HULU ENERGI MAKASSAR STRAIT 10% TIPTOP MAKASSAR LIMITED 18%
52	CITIC SERAM ENERGY LIMITED	SERAM NON BULA	PSC	10-Nov-99	31-Oct-19	KUFPEC (INDONESIA) LTD. 30% LION PETROLEUM SERAM LIMITED 2.5% CITIC SERAM ENERGY LIMITED 51% GULF PETROLEUM INVESTMENT COMPANY KSCC 16.5%
53	ENERGY EQUITY EPIC (SENGKANG) PTY. LTD.	SENGKANG, ONS. SOUTH SULAWESI	PSC	7-Oct-05	23-Oct-22	Energy Equity Epic (Sengkang) 100%
54	INDONESIA PETROLEUM LTD.	ATTAKA BLOCK, OFF. EAST KAL.	PSC	22-Jul-96	30-Dec-17	Inpex Corporation
55	KALREZ PETROLEUM (SERAM) LIMITED	BULA, ONS. SERAM	PSC	22-May-00	31-Oct-19	Kalrez Petroleum 100%
56	PT MEDCO E&P INDONESIA	TARAKAN ISLAND, ONS. EAST KAL.	PSC	20-Dec-90	5-Apr-17	Medco E&P Lematang 51.1176% Lundin Lematang BV 25.8824% Lematang E&P LTD 23%
57	PETROCHINA INTERNATIONAL (BERMUDA) LTD.	KEPALA BURUNG BLOCK	PSC	15-Oct-00	22-Apr-20	PT. PERTAMINA HULU ENERGI SALAWATI 50% PETROCHINA INTERNATIONAL KEPALA BURUNG LTD. 16.7858% RHP SALAWATI ISLAND BV 14.5122% PETROGAS (ISLAND) LTD 18.7020%
58	TOTAL E&P INDONESIE	MAHAKAM BLOCK, OFF. EAST KAL.	PSC	22-Oct-10	31-Dec-17	INPEX COOPERATION 50% TOTAL E&P INDONESIE 50%

59	VIRGINIA INDONESIA COMPANY (VICO), LLC.	SANGA-SANGA BLOCK, ONS. EAST KAL.	PSC	23-Apr-90	7-Sep-18	OPICOIL HOUSTON, INC. 20% VIRGINIA INDONESIA CO, LLC 7.5% VIRGINIA INTERNATIONAL CO.LLC15.625% UNIVERSE & OIL COMPANY. INC. 4.375% BP EAST KALIMANTAN LIMITED 26.25% LASMO SANGA-SANGA LTD. 26.25%
60	JOB PERTAMINA-MEDCO TOMORI SULAWESI	SENORO-TOILI, ONS.OFF.	JOB	14-Sep-09	3-Dec-27	PT. PERTAMINA HULU ENERGI TOMORI SULAWESI50% PT. MEDCO E &P TOMORI SULAWESI 30% TOMORI E&P LIMITED 20%
61	PHE MEDCO TOMORI - JOB P MEDCO	SENORO-TOILI, ONS.OFF.	JOB	14-Sep-09	3-Dec-27	PT. PERTAMINA HULU ENERGI TOMORI SULAWESI50% PT. MEDCO E &P TOMORI SULAWESI 30% TOMORI E&P LIMITED 20%
62	JOB PERTAMINA PETROCHINA SALAWATI	SALAWATI, ONS. OFF. IRIAN JAYA	JOB	14-Sep-09	22-Apr-20	PT. PERTAMINA HULU ENERGI SALAWATI 50% PETROCHINA INTERNATIONAL KEPALA BURUNG LTD. 16.78% RHP SALAWATI ISLAND BV 14.52% PETROGAS (ISLAND) LTD 18.7%
63	PHE SALAWATI - JOB PPS	SALAWATI, ONS. OFF. IRIAN JAYA	JOB	14-Sep-09	22-Apr-20	PT. PERTAMINA HULU ENERGI SALAWATI 50% PETROCHINA INTERNATIONAL KEPALA BURUNG LTD. 16.78% RHP SALAWATI ISLAND BV

						14.52% PETROGAS (ISLAND) LTD 18.7%
64	TOTAL E&P INDONESIA	TENGAH BLOCK, OFF. EAST KAL.	PSC	22-Oct-10	31-Dec-17	INPEX COOPERATION 50% TOTAL E&P INDONESIA 50%
65	PHE TENGAH K - JOB P TENGAH	TENGAH BLOCK, OFF. EAST KAL.	PSC JOB (JOA)	5-Oct-98	4-Oct-18	PT. PERTAMINA (PERSERO) 50% TOTAL TENGAH 25% INPEX TENGAH LTD. 25%
66	PT PERTAMINA EP	PERTAMINA EP	PSC	17-Sep-05	16-Sep-35	PERTAMINA EP
67	PERUSDA "BENUO TAKA"	WAILAWI – EAST KALIMANTAN	Temporary Caretaker	27-Apr-12	30-Jun-12	Perusda Benuo Taka 100%
68	BP BERAU LTD.	BERAU, OFF. IRIAN JAYA	PSC	4-Mar-05	11-Feb-17	BP Berau, MI Berau, Nippon oil Corporation, KG berau Petroleum
69	BP MUTURI HOLDINGS BV.	MUTURI BLOCK, IRIAN JAYA	PSC	4-Mar-05	31-Dec-35	CNOOC MUTURI , LTD. 64.77% INDONESIA NATURAL GAS RESOURCES MUTURI INC. 34.23% BP MUTURI HOLDINGS B.V. 1%
70	BP WIRIAGAR LTD.	WIRIAGAR BLOCK, ONS. IRIAN JAYA	PSC	4-Mar-05	31-Dec-35	BP WIRIAGAR LTD, 37.598% KG WIRIAGAR PETROLEUM. LTD. 20% TALISMAN WIRIAGAR OVERSEAS LIMITED 42.402%
71	PEARL OIL LTD.	SEBUKU	PSC	9-Nov-10	3-Dec-16	PEARLOIL (SEBUKU) LIMITED 70% TOTAL E&P SEBUKU 15% INPEX SOUTH MAKASSAR, LTD. 15%

72	VICO CBM	SANGA-SANGA BLOCK	PSC	23-Apr-90	7-Sep-18	OPICOIL HOUSTON, INC. 20% VIRGINIA INDONESIA CO, LLC 7.5% VIRGINIA INTERNATIONAL CO.LLC15.625% UNIVERSE & OIL COMPANY. INC. 4.375% BP EAST KALIMANTAN LIMITED 26.25% LASMO SANGA-SANGA LTD. 26.25%
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ANNEX 5.C - LIST OF PRODUCTION SHARING CONTRACTS (PSC), OPERATORS and AREAS in Exploration Activities in 2012 and 2013

No	Block	Participating Interest	Operator name	Date of sign	Expiry date
1	Bohorok	BUKIT ENERGY BOHOROK PTE.LTD. NZOG BOHOROK PTY LIMITED SURYA BUANA LESTARIJAYA BOHOROK INC.	BUKIT ENERGY BOHOROK PTE.LTD.	20/07/2012	19/07/2042
2	Mahato	TEXCAL MAHATO EP LTD. BUKIT ENERGY CENTRAL SUMATRA (MAHATO) PTE.LTD. CENTRAL SUMATRA ENERGY MAHATO LTD.	TEXCAL MAHATO EP LTD.	20/07/2012	19/07/2042
3	Bukit Batu	PT. Geo Bukit Batu	PT. Geo Bukit Batu	20/07/2012	19/07/2042
4	South lirik	INDRILLCO SOUTH LIRIK LTD. TEXCAL SOUTH LIRIK LTD. CENTRAL SUMATRA ENERGY SOUTH LIRIK LTD.	INDRILLCO SOUTH LIRIK LTD.	20/07/2012	19/07/2042
5	Palangkaraya	PETCON BORNEO LIMITED	PETCON BORNEO LIMITED	20/07/2012	19/07/2042
6	Babai Tanjung	KE BABAI TANJUNG LIMITED	KE BABAI TANJUNG LIMITED	20/07/2012	19/07/2042
7	East Sepinggan	ENI East Sepinggan Limited	ENI East Sepinggan Limited	20/07/2012	19/07/2042
8	Aru	NIKO RESOURCES (ARU) LIMITED STATOIL INDONESIA ARU AS	NIKO RESOURCES (ARU) LIMITED	20/07/2012	19/07/2042
9	Udan Emas	KRISENERGY (UDAN EMAS) B.V.	KRISENERGY (UDAN EMAS) B.V.	20/07/2012	19/07/2042
10	Kuningan	PT EKUATOR ENERGI KUNINGAN	PT EKUATOR ENERGI KUNINGAN	20/07/2012	19/07/2042
11	East Sokang	PT Equator Energy Sokang	PT Equator Energy Sokang	09/10/2012	08/10/2042

12	Telen	TOTAL E&P INDONESIA TELEN B.V	TOTAL E&P INDONESIA TELEN B.V	09/10/2012	08/10/2042
13	Bengkulu-Mentawai	TOTAL E&P INDONESIE MENTAWAI B.V.	TOTAL E&P INDONESIE MENTAWAI B.V.	09/10/2012	08/10/2042
14	Air Sugihan	PT BINTANG BERLIAN AIR SUGIHAN	PT BINTANG BERLIAN AIR SUGIHAN	15/05/2013	14/05/2043
15	Bima Sakti	PT BIMA SAKTI ENERGI INDONESIA	PT BIMA SAKTI ENERGI INDONESIA	15/05/2013	14/05/2043
16	Central Mahakam	PT PERCIE MAHAKAM PETROLEUM	PT PERCIE MAHAKAM PETROLEUM	15/05/2013	14/05/2043
17	Kahayan	PT MANDIRA MAHESA ENERGI	PT MANDIRA MAHESA ENERGI	15/05/2013	14/05/2043
18	Mangkalihat	SAMUDRA ENERGY MANGKALIHAT LIMITED CAELUS ENERGY MANGKALIHAT PTE. LTD.	CAELUS ENERGY MANGKALIHAT PTE. LTD.	15/05/2013	14/05/2043
19	Menduwai	CHALLEDON SERVICES LTD	CHALLEDON SERVICES LTD	15/05/2013	14/05/2043
20	Merangin III	COOPER ENERGY MERANGIN III LIMITED	COOPER ENERGY MERANGIN III LIMITED	15/05/2013	14/05/2043
21	North East Bangkanai	SALAMANDER ENERGY (NORTH EAST BANGKANAI) LIMITED	SALAMANDER ENERGY (NORTH EAST BANGKANAI) LIMITED	15/05/2013	14/05/2043
22	North Eaast Tanjung	PT ANUGRAH TRIMATA KALTIM ENERGI	PT ANUGRAH TRIMATA KALTIM ENERGI	15/05/2013	14/05/2043
23	North X-ray	CONRAD PETROLEUM (V) LTD	CONRAD PETROLEUM (V) LTD	15/05/2013	14/05/2043
24	Sanggau	PT BINTANG BERLIAN SANGGAU	PT BINTANG BERLIAN SANGGAU	15/05/2013	14/05/2043
25	West Bangkanai	SALAMANDER ENERGY (WEST BANGKANAI) LIMITED	SALAMANDER ENERGY (WEST BANGKANAI) LIMITED	15/05/2013	14/05/2043
26	West Sebuk	MP INDONESIA (WEST SEBUKU) LIMITED INPEX WEST SEBUKU LTD	MP INDONESIA (WEST SEBUKU) LIMITED	15/05/2013	14/05/2043

ANNEX 6 - LIST OF MINING COMPANIES THAT WILL PROVIDE REPORTS

A. List of mining companies who will report for 2012

No	Name	Commodity	License type	Ownership
1	KALTIM PRIMA COAL	Coal	PKP2B	Bumi Resources 70% Tata India 30%
2	ADARO INDONESIA	Coal	PKP2B	Adaro Strategic investment 43.91%, Garibaldi Tohir 6.21% Key shareholder 14.62% Public 35.26%
3	ARUTMIN INDONESIA	Coal	PKP2B	Bumi Resources 70% Tata India 30%
4	FREEPORT INDONESIA	Copper, silver, gold	KK	Freeport McMoran 81.28% Indocopper Investama 9.36% Government 9.36%
5	KIDECO JAYA AGUNG	Coal	PKP2B	Samtan Co 48.99% Indika Inti Corporindo 41%, other 10.01%
6	BUKIT ASAM (Persero) Tbk.	Coal	IUP	Government 65.02% Public 34.98%
7	INDOMINCO MANDIRI	Coal	PKP2B	IndoTambangraya Megah 99.9% Centralink Wisesa International 0.01%
8	TRUBAINDO COAL MINING	Coal	PKP2B	Indo Tambangraya Megah 99.99% Kitadin 0.01%
9	MAHAKAM SUMBER JAYA	Coal	PKP2B	Asia Antrasit 80% PD Bara Kaltim Sejahtera 20%
10	ANEKA TAMBANG	Multi commodity	IUP	Government 65% other 35%
11	JEMBAYAN MUARA BARA	Coal	IUP	Separi Energy 99% Borneo Citrapertiwi Nusantara 1%
12	Wahana Baratama Mining	Coal	PKP2B	Bayan Resources 75% Bayan Energy 25%
13	PD BARAMARTA	Coal	PKP2B	Banjar Local Government 100%
14	ASMIN KOALINDO TUHUP	Coal	PKP2B	Borneo Lumbung Energi & Metal 99.9% Muara Kencana Abadi 0.01%
15	TELEN ORBIT PRIMA	Coal	IUP	Tuah Turangga Agung 100%
16	TIMAH (PERSERO) Tbk	Asphalt & tin	IUP	Government 65% public 35%
17	GUNUNGBAYAN PRATAMACOAL	Coal	PKP2B	Metalindo Prosestama 80%, Kaltim Bara Sentosa 12%, Dato' Low Tuck Kwong 6%, Engki Wibowo 2%

18	ADIMITRA BARATAMA NUSANTARA	Coal	IUP	Toba Bara Sejahtera 51% Aan Sinanta 23% Heddy Soerijadji 21% Imelda The 5%
19	BERAU COAL	Coal	PKP2B	Asia Resource Minerals 84.7% Key Shareholder 4.05% Public 11.25%
20	KITADIN	Coal	IUP	Indo Tambangraya Megah 99.99% Sigma Buana Cemerlang 0.01%
21	FIRMAN KETAUN PERKASA	Coal	PKP2B	Bayan Resources 75% Bara Cita Indah 25%
22	Tanito Harum	Coal	PKP2B	Kiki Barki 75% Anita Barki 25%
23	KARBON MAHAKAM	Coal	IUP	Sakari Resources 100%
24	MANDIRI INTI PERKASA	Coal	PKP2B	Edy Sugianto 30% Eka Sinto Kasih 20% harapan Mandiri Utama 50%
25	MULTI SARANA AVINDO/ ANUGERAH BARA KALTIM	Coal	IUP	Rental Perdan Putratama 92.74% Sohat Chairil 7.26%
26	MEGA PRIMA PERSADA	Coal	IUP	No information available
27	Santan Batubara	Coal	PKP2B	Petrosea 50% Harum Energy 50%
28	MARUNDA GRAHAMINERAL	Coal	PKP2B	Saiman Ernawan 61.2% Eddy Winata 15.3% Itochu Coal resources Australia 23.5%
29	BARA KUMALA SAKTI	Coal	IUP	No information available
30	INSANI BARAPERKASA	Coal	PKP2B	Resource Alam Indonesia 99.92% Pintarso Adijanto 0.08%
31	NEWMONT NUSA TENGGARA	Copper, silver, gold	KK	Nusa Tenggara Partnership 56% Pukuafu Indah 17.8% Multi Daerah Bersaing 24% Indonesia masbaga investama 2.2%
32	ANTANG GUNUNG MERATUS	Coal	PKP2B	Baramulti Suksessarana 100%
33	BORNEO INDOBARA	Coal	PKP2B	Roundhill Capital 96.12% rest unknown
34	Singlurus Pratama	Coal	PKP2B	Hitler Singawinata 33.33% Loekman Kartanegara 33.33% Rusdy Harmayn 33.33%
35	TUNAS INTI ABADI	Coal	IUP	ABM Investama 99.98% Sanggar sarana Baja 0.02%
36	LEMBU SWANA PERKASA	Coal	IUP	No information available

37	PERKASA INAKAKERTA	Coal	PKP2B	Bayan Resources 75% Bayan Energy 25%
38	BARADINAMIKA MUDASUKSES	Coal	IUP	Baramulti Sugih Sentosa 87.5% AT. Suharya 10.5% Agus S Kartasasmita 0.875% Sapari Sutisnawati 0.875%, Tatyana 0.375% Tengku Alwin Aziz 0.375%
39	MULTI HARAPAN UTAMA	Coal	PKP2B	PT Pakarti Putra Sang Fajar 60% Private Resources PTY. LTD 40%
40	LANNA HARITA INDONESIA	Coal	PKP2B	Lanna Pte Ltd 55% PT Harita Mahakam mining 35% Pan United Corporation 10%
41	BHUMI RANTAU ENERGI	Coal	IUP	PT. tapin Suthra Berjaya 99.99% PT. Bina Pertiwi 0.01%
42	KALTIM BATUMANUNGGAL	Coal	IUP	Sambudi Trikadi Busana 90.25% Gunawan Trikadi Busana 8.50% Bakri 1.25%
43	KAYAN PUTRA UTAMA COAL	Coal	IUP	Soegwanto 30% Juanda Lesmana 30% Lauw kardonno Lesmono 23% Hartomo Lesmono 5% Lauw Gunawan Lesmono 1.5% Hendry Lesmana 1.5% Hwadianto Saputra 9%
44	SUMBER KURNIA BUANA	Coal	PKP2B	Ir. Togam Gulto 40% Ir. Lunardi Satyaputra 40% Ir. lin Sujamin 20%
45	INDO MINING	Coal	IUP	PT Toba Bumi Energi 99.9998% PT Toba Sejahtera 0.0002%
46	PIPIT MUTIARA JAYA	Coal	IUP	Juliet Kristanto 100%
47	ENERGI BATUBARA LESTARI	Coal	IUP	No information available
48	TAMBANG TIMAH	Tin	IUP	Timah(Persero) 99.99% Timah Investasi Mineral 0.01%
49	HARITA PRIMA ABADI MINERAL	Bauxite	IUP	Cita Mineral Investindo 75% Harita Jayaraya 25%
50	BARA ALAM UTAMA	Coal	IUP	No information available
51	TEGUH SINARABADI	Coal	PKP2B	Bayan Resources 75% Bayan Energy 25%
52	GEMA RAHMI PERSADA	Coal	IUP	Panca Karsa Mineratama 50%

				Bara Sentosa Mandiri 50%
53	BINTANGDELAPAN MINERAL	Nickel	IUP	Panca Metta 35% Meltapratama Perkasa 35% Halim Mina 20% Hamid Mina 10%
54	TININDO INTER NUSA	Tin	IUP	No information available
55	TANJUNG ALAM JAYA	Coal	PKP2B	Tambang Timah 50% Timah investasi Mineral 50%
56	BINAMITRA SUMBERARTA	Coal	IUP	Delta Ultima Coal 99% Indo Jasa Tambang 1%
57	MULTI SARANA AVINDO	Coal	IUP	Rental Perdan Putratama 92.74% Sohat Chairil 7.26%
58	REFINED BANGKA TIN	Tin	IUP	Anton Salim Tjiu 99% Optima Persada Energi 1%
59	Riau BaraHarum	Coal	PKP2B	Permata Energy Resources 97.5% karunia Tambang Mandiri 2.5%
60	BUKIT BAIDURI ENERGI	Coal	IUP	PT. Argadhana Sentosa 90% Gunawan Wibisono 10%
61	ENERGY CAHAYA INDUSTRITAMA	Coal	IUP	No information available
62	BANGUN BANUA PERSADA KALIMANTAN	Coal	PKP2B	PD. Bangun Banua 33.3% Hasnur jaya Utama 31.66% Sarana Duta Kalimantan 15% Puskopolda 10% Puskopad 5% Puskud 2.5% KPN Adyaksa 2.5%
63	AMANAH ANUGERAH ADI MULIA	Coal	IUP	No information available
64	KARYA GEMILANG LIMPAH REJEKI	Coal	IUP	No information available
65	BUKIT TIMAH	Tin	IUP	Indra Putera Mega 95% Sukresno Karunia 5%
66	GANE PERMAI SENTOSA	Nickel	IUP	No information available
67	NUSANTARA BERAU COAL	Coal	IUP	PT. Persada Sukses Makmur 99% PT Ithaca Resources 1%
68	TUJUH SW	Tin	IUP	No information available
69	UNIT DESA GAJAH MADA	Coal	IUP	No information available
70	PADANG ANUGERAH	Coal	IUP	No information available
71	INDOASIA CEMERLANG	Coal	IUP	No information available
72	NUANSACIPTA COAL INVESTMENT	Coal	IUP	PT. Bhakti Investama 51% Susanto Supardjo 49%
73	JORONG BARUTAMA GRESTON	Coal	PKP2B	Banpu Public Co Ltd 95% PT Jorong Barutama Greston 5%
74	BAHARI CAKRAWALA SEBUKU	Coal	PKP2B	Strait Sebuksu 80%

				Reyka Wahana Digdjaya 20%
75	Vale Indonesia	Nickel	KK	Vale Canada 59% Sumitomo metal mining 20% public 21%
76	Nusa Halmahera Minerals	Gold	KK	Newcrest Singapore Holding 82.5% Aneka Tambang 17.5%

B. List of mining companies who will report for 2013

No	Company Names	Commodities	License type	Ownership
1	KALTIM PRIMA COAL	Coal	PKP2B	Bumi Resources 70% Tata India 30%
2	ADARO INDONESIA	Coal	PKP2B	Adaro Strategic investment 43.91% Garibaldi Tohir 6.21% key shareholder 14.62% Public 35.26%
3	KIDECO JAYA AGUNG	Coal	PKP2B	Samtan Co 48.99% Indika Inti Corporindo 41% other 10.01%
4	INDOMINCO MANDIRI	Coal	PKP2B	IndoTambangraya Megah 99.9% Centralink Wisesa International 0.01%
5	BERAU COAL	Coal	PKP2B	Asia Resource Minerals 84.7% Key Shareholder 4.05% Public 11.25%
6	FREEPORT INDONESIA	Copper, silver, gold	KK	Freeport McMoran 81.28% Indocopper Investama 9.36% Government 9.36%
7	TRUBAINDO COAL MINING	Coal	PKP2B	Indo Tambangraya Megah 99.99% Kitadin 0.01%
8	MAHAKAM SUMBER JAYA	Coal	PKP2B	Asia Antrasit 80% PD Bara Kaltim Sejahtera 20%
9	ARUTMIN INDONESIA	Coal	PKP2B	Bumi Resources 70% Tata India 30%
10	BUKIT ASAM (Persero) Tbk.	Coal	IUP	Government 65.02%

				Public 34.98%
11	ASMIN KOALINDO TUHUP	Coal	PKP2B	Borneo Lumbung Energi & Metal 99.9% Muara Kencana Abadi 0.01%
12	GUNUNGBAYAN PRATAMACOAL	Coal	PKP2B	Metalindo Prosestama 80% Kaltim Bara Sentosa 12% Dato' Low Tuck Kwong 6% Engki Wibowo 2%
13	ANEKA TAMBANG	Multi commodity	IUP	Government 65% other 35%
14	WAHANA BARATAMA MINING	Coal	PKP2B	Bayan Resources 75% Bayan Energy 25%
15	MANDIRI INTIPERKASA	Coal	PKP2B	Edy Sugianto 30% Eka Sinto Kasih 20% harapan Mandiri Utama 50%
16	ANTANG GUNUNG MERATUS	Coal	PKP2B	Baramulti Suksessarana 100%
17	INSANI BARAPERKASA	Coal	PKP2B	Resource Alam Indonesia 99.92% Pintarso Adijanto 0.08%
18	TANITO HARUM	Coal	PKP2B	Kiki Barki 75% Anita Barki 25%
19	KAYAN PUTRA UTAMA COAL	Coal	IUP	Soegwanto 30% Juanda Lesmana 30% Lauw kardonno Lesmono 23% Hartomo Lesmono 5% Lauw Gunawan Lesmono 1.5% Hendry Lesmana 1.5% Hwadianto Saputra 9%
20	FIRMAN KETAUN PERKASA	Coal	PKP2B	Bayan Resources 75% Bara Cita Indah 25%
21	BHARINTO EKATAMA	Coal	PKP2B	Subarda Mijaya 52.5% Rianto Mangun Sandjojo 7.5% Hendri Leo 15% Nety Herawati 10% others 15%
22	BORNEO INDOBARA	Coal	PKP2B	Roundhill Capital 96.12% Rest unknown
23	PD BARAMARTA	Coal	PKP2B	Banjar Local Government 100%
24	SANTAN BATUBARA	Coal	PKP2B	Petrosea 50% Harum Energy 50%
25	MULTI SARANA AVINDO	Coal	IUP	DUPLICATION
26	KITADIN	Coal	IUP	Indo Tambangraya Megah 99.99% Sigma Buana Cemerlang 0.01%
27	KALIMANTAN ENERGI LESTARI	Coal	PKP2B	Ida Bagus Darma Yoga 65%

				Yohanes Ferendi Limbeng 30% Yunia Haratiany 3% Puntun Wiris 2%
28	SINGLURUS PRATAMA	Coal	PKP2B	Hitler Singawinata 33.33% Loekman Kartanegara 33.33% Rusdy Harmayn 33.33%
29	LANNA HARITA INDONESIA	Coal	PKP2B	Lanna Pte Ltd 55% PT Harita Mahakam mining 35% Pan United Corporation 10%
30	PERKASA INAKAKERTA	Coal	PKP2B	Bayan Resources 75% Bayan Energy 25%
31	TELEN ORBIT PRIMA	Coal	IUP	Tuah Turangga Agung 100%
32	ADIMITRA BARATAMA NUSANTARA	Coal	IUP	Toba Bara Sejahtera 51% Aan Sinanta 23% Heddy Soerijadji 21% Imelda The 5%
33	MARUNDA GRAHAMINERAL	Coal	PKP2B	Saiman Ernawan 61.2% Eddy Winata 15.3% Itochu Coal resources Australia 23.5%
34	TIMAH (PERSERO) TBK	Asphalt & tin	IUP	Government 65% public 35%
35	JEMBAYAN MUARABARA	Coal	IUP	Separi Energy 99% Borneo Citrapertiwi Nusantara 1%
36	TAMBANG DAMAI	Coal	PKP2B	no information available
37	PESONA KHATULISTIWA NUSANTARA	Coal	PKP2B	PT Bhakti Energi Persada 99.99999% PT Arya Citra International 0.0001%
38	MEGAPRIMA PERSADA	Coal	IUP	no information available
39	BINTANGDELAPAN MINERAL	Nickel	IUP	Panca Metta 35% Meltapratama Perkasa 35% Halim Mina 20% Hamid Mina 10%
40	ARZARA BARAINDO ENERGITAMA	Coal	IUP	Sakari/Strait Asia
41	KARBON MAHAKAM	Coal	IUP	Sakari Resources 100%
42	TUNAS INTI ABADI	Coal	IUP	ABM Investama 99.98% Sanggar sarana Baja 0.02%
43	BARA KUMALA SAKTI	Coal	IUP	No information available
44	HARITA PRIMA ABADI MINERAL	Bauxite, Iron ore	IUP	Cita Mineral Investindo 75% Harita Jayaraya 25%
45	Jorong Barutama Greston	Coal	PKP2B	Banpu Public Co Ltd 95% PT Jorong Barutama Greston 5%
46	FAJAR MENTAYA ABADI	Bauxite	IUP	no information available

47	BANGUN BANUA PERSADA KALIMANTAN	Coal	PKP2B	PD. Bangun Banua 33.3% Hasnur jaya Utama 31.66% Sarana Duta Kalimantan 15% Puskopolda 10% Puskopad 5% Puskud 2.5% KPN Adyaksa 2.5%
48	PIPIT MUTIARA JAYA	Coal	IUP	Juliet Kristanto 100%
49	TEGUH SINARABADI	Coal	PKP2B	Bayan Resources 75% Bayan Energy 25%
50	INDOMINING	Coal	IUP	PT Toba Bumi Energi 99.9998% PT Toba Sejahtera 0.0002%
51	VALE INDONESIA	Nickel	KK	Vale Canada 59% Sumitomo metal mining 20% public 21%
52	BHUMI RANTAU ENERGI	Coal	IUP	PT. tapin Suthra Berjaya 99.99% PT. Bina Pertiwi 0.01%
53	LEMBU SWANA PERKASA	Coal	IUP	No information available
54	TANJUNG ALAM JAYA	Coal	PKP2B	Tambang Timah 50% Timah investasi Mineral 50%
55	IFISHDECO	Nickel	IUP	no information available
56	BARADINAMIKA MUDASUKSES	Coal	IUP	Baramulti Sugih Sentosa 87.5% AT. Suharya 10.5% Agus S Kartasasmitha 0.875% Sapari Sutisnawati 0.875% Tatyana 0.375% Tengku Alwin Aziz 0.375%
57	TAMBANG TIMAH	Tin	IUP	Timah(Persero) 99.99% Timah Investasi Mineral 0.01%
58	BUKIT BAIDURI ENERGI	Coal	IUP	PT. Argadhana Sentosa 90% Gunawan Wibisono 10%
59	NEWMONT NUSA TENGGARA	Copper, silver, gold	KK	Nusa Tenggara Partnership 56% Pukuafu Indah 17.8% Multi Daerah Bersaing 24% Indonesia masbaga investama 2.2%
60	AMANAH ANUGERAH ADI MULIA	Coal	IUP	no information available
61	METALINDO BUMI RAYA	Coal	IUP	no information available
62	NUSANTARA BERAU COAL	Coal	IUP	PT. Persada Sukses Makmur 99% PT Ithaca Resources 1%
63	BARA ALAM UTAMA	Coal	IUP	no information available
64	ENERGI BATU BARA LESTARI	Coal	IUP	no information available

65	KARYA UTAMA TAMBANGJAYA	Bauxite	IUP	no information available
66	BINUANG MITRA BERSAMA	Coal	IUP	no information available
67	BARA JAYA UTAMA	Coal	IUP	no information available
68	REFINED BANGKA TIN	Tin	IUP	Anton Salim Tjiu 99% Optima Persada Energi 1%
69	MACIKA MADA MADANA	Nickel	IUP	no information available
70	UNIT DESA MAKMUR	Coal	IUP	ROE (BUMD)
71	WELARCO SUBUR JAYA	Coal	IUP	PT Rental Perdana Putratama 92.74% Sohat Chairil 7.26%
72	TUJUH SW	Tin	IUP	no information available
73	DUTA TAMBANG REKAYASA	Coal	IUP	Indonesia Coal pty-Ltd 40.83% PT Dianlia Setyamukti 40% MEC Indo Coal BV-Holland 8.17% PT Harapan insani Indotama 11.00%
74	GUNUNG SION	Bauxite	IUP	no information available
75	CITRA SILIKA MALLAWA	Nickel	IUP	no information available
76	KUTAI ENERGI	Coal	IUP	no information available
77	NUANSACIPTA COAL INVESTMENT	Coal	IUP	PT. Bhakti Investama 51% Susanto Supardjo 49%
78	INDOASIA CEMERLANG	Coal	IUP	no information available
79	KALTIM BATUMANUNGGAL	Coal	IUP	Sambudi Triyadi Busana 90.25% Gunawan Triyadi Busana 8.50% Bakri 1.25%
80	FAJAR BHAKTI LINTAS NUSANTARA	Nickel	IUP	no information available
81	TRIMEGAH BANGUN PERSADA	Nickel	IUP	Harita Group
82	TUNAS MUDA JAYA	Coal	IUP	no information available
83	BUKIT TIMAH	Tin	IUP	Indra Putera Mega 95% Sukresno Karunia 5%
84	SINAR KUMALA NAGA	Coal	IUP	no information available
85	INTERNASIONAL PRIMA COAL	Coal	IUP	no information available
86	GANE PERMAI SENTOSA	Nickel	IUP	no information available
87	BINAMITRA SUMBERARTA	Coal	IUP	Delta Ultima Coal 99%, Indo Jasa Tambang 1%
88	BUKIT MERAH INDAH	Bauxite	IUP	no information available
89	MUARA ALAM SEJAHTERA	Coal	IUP	no information available
90	TELAGA BINTAN JAYA	Bauxite	IUP	no information available
91	STARGATE PASIFIC RESOURCES	Nickel	IUP	no information available
92	SERUMPUN SEBALAI	Tin	IUP	no information available

93	ANUGRAH HARISMA BARAKAH	Nickel	IUP	no information available
94	MEARES SOPUTAN MINING	Gold	KK	no information available
95	YIWAN MINING	Iron Ore	IUP	no information available
96	SEBUKU IRON LATERITIC ORES	Iron Ore	IUP	no information available
97	UNIT DESA GAJAH MADA	Coal	IUP	no information available
98	BUMI KONAWE ABADI	Nickel	IUP	no information available
99	nusa halmahera minerals	Gold	KK	Newcrest Singapore Holding 82.5% Aneka Tambang 17.5%

ANNEX 7 – PSC GENERAL TERMS AND CONDITIONS
(Source: Ministry of Energy and Mineral Resources)

PRODUCTION Sharing CONTRACT

KONTRAK BAGI HASIL

BETWEEN

ANTARA

SATUAN KERJA KHUSUS PELAKSANA

SATUAN KERJA KHUSUS PELAKSANA

KEGIATAN USAHA HULU MINYAK DAN GAS BUMI

KEGIATAN USAHA HULU MINYAK DAN GAS BUMI

(SKK MIGAS)

(SKK MIGAS)

AND

DAN

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—

CONTRACT AREA :

WILAYAH KERJA:

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"A"	DESCRIPTION OF CONTRACT AREA
"B"	MAP OF CONTRACT AREA
"C"	ACCOUNTING PROCEDURE
"D"	MEMORANDUM OF PARTICIPATION
"E"	PARTICIPATING INTEREST HOLDER AND OPERATOR

LAMPIRAN

"A"	DESKRIPSI WILAYAH KERJA
"B"	PETA WILAYAH KERJA
"C"	PROSEDUR AKUNTANSI
"D"	MEMORANDUM PARTISIPASI
"E"	PEMEGANG PARTISIPASI INTERES DAN OPERATOR

This Production Sharing Contract ("CONTRACT"), is made and entered into on this ____ of _____ 2014 by and between SATUAN KERJA KHUSUS PELAKSANA KEGIATAN USAHA HULU MINYAK DAN GAS BUMI (hereinafter called "SKK MIGAS"), a task force given the task by the Government of the Republic of Indonesia c.q. the Minister of Energy and Mineral Resources ("MEMR") to conduct the management of the upstream oil and gas business activities pursuant to the Presidential Regulation No. 95/2012 in conjunction with the Presidential Regulation No. 9/2013 in conjunction with the MEMR Regulation No. 9/2013, party of the first part, and __, a corporation organized and existing under the laws of __, (hereinafter called "CONTRACTOR") party of the second part.

Kontrak Bagi Hasil ("KONTRAK") ini dibuat dan ditandatangani pada tanggal ____ 2014 oleh dan antara SATUAN KERJA KHUSUS PELAKSANA KEGIATAN USAHA HULU MINYAK DAN GAS BUMI (selanjutnya disebut "SKK MIGAS"), suatu satuan kerja khusus yang diberikan tugas oleh Pemerintah Republik Indonesia c.q. Menteri Energi dan Sumber Daya Mineral ("MESDM") untuk menyelenggarakan pengelolaan kegiatan usaha hulu minyak dan gas bumi berdasarkan Peraturan Presiden No. 95/2012 jo. Peraturan Presiden No. 9/2013 jo. Peraturan MESDM No. 9/2013, selaku pihak pertama, dan __, suatu perseroan yang didirikan berdasarkan hukum __, (selanjutnya disebut "KONTRAKTOR"), selaku pihak kedua.

SKK MIGAS and CONTRACTOR hereinafter sometimes referred to either individually as the "Party" or collectively as the "Parties".

SKK MIGAS dan KONTRAKTOR selanjutnya secara sendiri-sendiri disebut "Pihak" atau secara bersama-sama disebut "Para Pihak".

WITNESSETH

MENIMBANG

WHEREAS, all mineral oil and gas existing within the statutory mining territory of Indonesia are national riches controlled by the State; and

BAHWA, semua minyak dan gas bumi yang ada di dalam wilayah hukum pertambangan Indonesia, adalah kekayaan nasional yang dikuasai oleh Negara; dan

WHEREAS, in accordance with Law No. 22/2001 and Government Regulation No. 35/2004 as amended several times, recently by Government Regulation No. 55/2009, the Government of the Republic of Indonesia has an "Authority to Mine" and wishes to promote the development of the Contract Area and appoint a CONTRACTOR in accelerating the exploration, and development of the resources within the Contract Area; and

BAHWA, sesuai Undang-Undang No. 22/2001 dan Peraturan Pemerintah No. 35/2004 sebagaimana beberapa kali telah diubah, terakhir dengan Peraturan Pemerintah No. 55/2009, Pemerintah Republik Indonesia sebagai pemegang "Kuasa Pertambangan" bermaksud meningkatkan pengembangan Wilayah Kerja dan menunjuk KONTRAKTOR dalam mempercepat eksplorasi dan pengembangan sumber daya di dalam Wilayah Kerja; dan

WHEREAS, on November 13, 2012, the Constitutional Court of the Republic of Indonesia through Verdict No. 36/PUU-X/2012 ("MK Verdict No. 36/PUU-X/2012") has partially approved the petitions of the Judicial Review on Law No.22/2001, in which assigned the functions and duties of Badan Pelaksana Kegiatan Usaha Hulu Minyak Dan Gas Bumi ("BPMIGAS") as the supervisor of the implementation of Cooperation Contracts and the upstream oil and gas business activities to the Government of the Republic of Indonesia c.q. the related Ministry, until the issuance of a new Law that governs such matter, and

BAHWA, pada tanggal 13 November 2012, Mahkamah Konstitusi Republik Indonesia melalui Putusan No. 36/PUU-X/2012 ("Putusan MK No. 36/PUU-X/2012") telah mengabulkan sebagian dari permohonan Pengujian Undang-Undang No.22/2001, dalam putusan mana telah mengalihkan fungsi dan tugas Badan Pelaksana Kegiatan Usaha Hulu Minyak Dan Gas Bumi ("BPMIGAS") sebagai pengawas pelaksanaan Kontrak Kerja Sama dan kegiatan usaha hulu Minyak dan Gas Bumi, kepada Pemerintah Republik Indonesia c.q. Kementerian terkait, sampai diundangkannya Undang-Undang yang baru yang mengatur hal tersebut; dan

WHEREAS, as the follow-up to the MK Verdict No. 36/PUU-X/2012, the Government of the Republic of Indonesia through the Presidential Regulation No. 95/2012, the Presidential Regulation No. 9/2013 and the MEMR Regulation No. 9/2013, has decided, that the duties to implement the management of the upstream oil and gas business activities, until the issuance of the new Law on

BAHWA, sebagai tindak lanjut atas Putusan MK No. 36/PUU-X/2012, Pemerintah Republik Indonesia melalui Peraturan Presiden No. 95/2012, Peraturan Presiden No. 9/2013 dan Peraturan MESDM No. 9/2013, memutuskan bahwa tugas penyelenggaraan pengelolaan kegiatan usaha hulu minyak dan gas bumi, sampai dengan diterbitkannya Undang-Undang baru di

the oil and gas, shall be conducted by SKK MIGAS, that one of SKK MIGAS functions is to execute the Cooperation Contract, and

bidang minyak dan gas bumi, dilaksanakan oleh SKK MIGAS, dimana salah satu fungsi SKK MIGAS adalah melaksanakan penandatanganan Kontrak Kerja Sama; dan

WHEREAS, CONTRACTOR represents that it has financial ability, technical competence, and professional skills necessary to carry out the Petroleum Operations hereinafter described, and is willing to enter into this CONTRACT with SKK MIGAS under the terms and conditions described herein; and

BAHWA, KONTRAKTOR memiliki kemampuan keuangan, kecakapan teknis dan keahlian yang diperlukan untuk melaksanakan Operasi Minyak dan Gas Bumi yang diuraikan dalam KONTRAK ini, dan bersedia untuk menandatangani KONTRAK ini dengan SKK MIGAS sesuai syarat dan ketentuan sebagaimana diuraikan di bawah; dan

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed as follows:

OLEH KARENA ITU, dengan pertimbangan yang didasarkan persetujuan bersama, dengan ini disepakati sebagai berikut :

SECTION I

BAB I

SCOPE AND DEFINITIONS

RUANG LINGKUP DAN DEFINISI

SCOPE

RUANG LINGKUP

This Contract is a cooperation agreement in the form of a Production Sharing Contract. In accordance with the provisions herein contained, SKK MIGAS shall have and be responsible for the management of the Petroleum Operations contemplated hereunder.

KONTRAK ini merupakan suatu perjanjian kerjasama dalam bentuk Kontrak Bagi Hasil. Sesuai dengan ketentuan yang termaksud di dalamnya, SKK MIGAS memegang dan bertanggung jawab atas manajemen Operasi Minyak dan Gas Bumi sesuai dengan ketentuan yang tercantum dalam KONTRAK ini.

CONTRACTOR shall be responsible to SKK MIGAS for the execution of such Petroleum Operations in accordance with the provisions of this CONTRACT, and is hereby appointed and constituted the exclusive company to conduct Petroleum Operations hereunder.

KONTRAKTOR wajib bertanggung jawab kepada SKK MIGAS atas pelaksanaan Operasi Minyak dan Gas Bumi tersebut berdasarkan ketentuan KONTRAK ini, dan dengan ini ditunjuk dan ditetapkan sebagai perusahaan yang secara eksklusif akan melakukan Operasi Minyak dan Gas Bumi.

CONTRACTOR shall provide all the financial and technical assistance, including skills required for the execution of Petroleum Operations.

KONTRAKTOR wajib menyediakan semua kebutuhan keuangan dan keteknikan termasuk keahlian yang diperlukan untuk pelaksanaan Operasi Minyak dan Gas Bumi.

CONTRACTOR shall carry the risk in carrying out Petroleum Operations and shall therefore have an economic interest in the development of the Petroleum deposits in the Contract Area.

KONTRAKTOR wajib menanggung risiko dalam melaksanakan Operasi Minyak dan Gas Bumi dan dengan demikian memiliki kepentingan ekonomis dalam mengembangkan cadangan Minyak dan Gas Bumi di dalam Wilayah Kerja.

CONTRACTOR may recover any costs required to carry out Petroleum Operations classified as Operating Costs as provided for in Section VI.

KONTRAKTOR dapat memperoleh kembali segala biaya yang diperlukan dalam melaksanakan Operasi Minyak dan Gas Bumi yang diklasifikasikan sebagai Biaya Operasi sebagaimana diatur dalam Bab VI.

During the term of this Contract, the total production of Petroleum achieved in the conduct of such Petroleum Operations shall be divided in accordance with the provisions of Section VI hereof.

Selama jangka waktu KONTRAK ini, seluruh produksi Minyak dan Gas Bumi yang diperoleh dalam pelaksanaan Operasi Minyak dan Gas Bumi dimaksud akan dibagi sesuai dengan ketentuan pada Bab VI KONTRAK ini.

In the case that CONTRACTOR comprises of more than one Participating Interest Holder, then the following provisions shall apply:

Dalam hal KONTRAKTOR terdiri dari lebih dari satu Pemegang Partisipasi Interes, maka berlaku ketentuan sebagai berikut:

CONTRACTOR shall appoint one of the Participating Interest Holders as an Operator which is authorized to execute Petroleum

KONTRAKTOR wajib menunjuk salah satu Pemegang Partisipasi Interes sebagai Operator yang diberi wewenang untuk

Operations hereunder and represent them in communicating and liaising with SKK MIGAS, Government and any other parties in relation to this CONTRACT and the performance thereof;

As a general rule, the Operator to be proposed to SKK MIGAS shall have the necessary skills, experience, financial capability and qualified personnel to conduct Petroleum Operations hereunder;

For the first time, the appointed Operator in the Contract Area is as described in Exhibit "E";

The change of Operator shall be subject to the prior written approval of SKK MIGAS and SKK MIGAS shall notify Government of such change. Approval of such request shall not be unreasonably withheld, provided that the requirements in Sub-section 1.1.7.(b) are satisfied;

In addition to the responsibilities and functions of Operator referred to in paragraph (a) of this Sub-section 1.1.7, SKK MIGAS shall solely look to Operator for the performance of CONTRACTOR under this CONTRACT.

Notwithstanding the provisions in paragraph (e) of this Sub-section 1.1.7, the appointment of Operator shall not in any way limit, restrict or discharge each of the other Participating Interest Holder(s) from their obligations, responsibilities and liabilities as Participating Interest Holder(s) under this CONTRACT, and such appointment shall not prevent SKK MIGAS from directly communicating, liaising with and/ or enforcing such obligations, responsibilities and liabilities to any of them on a joint and several liability basis.

DEFINITIONS

For the purposes of this CONTRACT, except as expressly stated otherwise herein, the words and terms defined in Article 1 of Law Number 22 Year 2001, when used herein, shall have the meaning in accordance with such definitions. In addition, the following definitions shall apply.

Abandonment and Restoration Funds or AARF means the accumulation of funds deposited in an escrow account jointly controlled by SKK MIGAS and CONTRACTOR reserved for the conduct of abandonment and site restoration in the manner and pursuant to the procedures described in Sub-section 5.2.6.

Affiliated Company or Affiliate means a company or other entity that Controls or is Controlled by, or which is Controlled by a company or other entity which Controls, a Party to this CONTRACT.

Barrel means a quantity or unit of oil, forty-two (42) United States gallons at the temperature of sixty (60) degrees Fahrenheit.

melaksanakan Operasi Minyak dan Gas Bumi berdasarkan KONTRAK ini dan mewakili mereka dalam berkomunikasi dan berhubungan dengan SKK MIGAS, PEMERINTAH dan pihak lain sehubungan dengan KONTRAK ini dan pelaksanaannya;

Sebagai aturan umum, Operator yang diusulkan kepada SKK MIGAS harus mempunyai keahlian yang diperlukan, pengalaman, kemampuan keuangan dan tenaga ahli yang memenuhi kualifikasi untuk melakukan Operasi Minyak dan Gas Bumi berdasarkan KONTRAK ini;

Untuk pertama kali, Operator yang ditunjuk di Wilayah Kerja adalah sebagaimana diuraikan dalam Lampiran "E";

Perubahan Operator harus terlebih dahulu memperoleh persetujuan tertulis dari SKK MIGAS dan SKK MIGAS wajib memberitahukan kepada PEMERINTAH mengenai perubahan tersebut. Persetujuan atas perubahan tersebut tidak akan ditangguhkan tanpa alasan yang wajar, dengan ketentuan persyaratan-persyaratan dalam Ayat 1.1.7.(b) dipenuhi;

Disamping tanggung jawab dan fungsi Operator sebagaimana dinyatakan dalam butir (a) Ayat 1.1.7. ini, SKK MIGAS hanya akan melihat Operator dalam menilai kinerja KONTRAKTOR berdasarkan KONTRAK ini.

Dengan tidak mengesampingkan ketentuan dalam paragraf (e) Ayat 1.1.7 ini, penunjukan Operator dengan cara apapun tidak akan membatasi, melarang atau melepaskan setiap Pemegang Partisipasi Interes lainnya dari kewajiban dan tanggung jawab mereka sebagai Pemegang Partisipasi Interes berdasarkan KONTRAK ini, dan penunjukan tersebut tidak akan menghalangi SKK MIGAS untuk secara langsung berkomunikasi, berhubungan dengan, dan/atau menuntut pemenuhan kewajiban dan tanggung jawab kepada setiap dari mereka baik secara bersama-sama maupun secara sendiri-sendiri.

DEFINISI

Untuk keperluan KONTRAK ini, kecuali secara tegas dinyatakan lain dalam KONTRAK ini, kata dan istilah yang didefinisikan dalam Pasal 1 Undang-undang Nomor 22 Tahun 2001, apabila digunakan dalam KONTRAK ini, harus mempunyai arti sebagaimana didefinisikan. Sebagai tambahan, definisi-definisi berikut akan berlaku.

Abandonment and Restoration Funds atau AARF berarti akumulasi dana yang disimpan di dalam rekening bersama (escrow account) yang diawasi oleh SKK MIGAS dan KONTRAKTOR yang disiapkan untuk pelaksanaan kegiatan pasca operasi (abandonment and site restoration) dengan cara dan sesuai dengan prosedur seperti dijelaskan pada Ayat 5.2.6.

Perusahaan Afiliasi atau Afiliasi berarti suatu perusahaan atau badan lain yang Mengendalikan atau Dikendalikan oleh, atau yang Dikendalikan oleh suatu perusahaan atau badan lainnya yang Mengendalikan, salah satu Pihak dalam KONTRAK ini.

Barel berarti jumlah atau satuan minyak, sebesar 42 (empat puluh dua) standar galon Amerika Serikat pada suhu 60 (enam puluh) derajat Fahrenheit.

Barrel of Oil Equivalent or BOE means six thousand (6,000) standard cubic feet of Natural Gas based on the gas having a calorific value of one thousand (1,000) British Thermal Unit per cubic foot (BTU/ft3).

Budget of Operating Costs means cost estimates of all items included in the Work Program.

Calendar Year or Year means a period of twelve (12) months commencing January 1st and ending on the following December 31st, according to the Gregorian calendar.

Change of Control means any direct or indirect change of Control of a Participating Interest Holder (whether through merger, sale of shares or other equity interests, or otherwise) through a single transaction or series of related transaction in which the Participating Interest is the only substantive asset involved in such series of related transactions.

Commercial Contract Area means the first Field within the Contract Area (other than Limited Commercial Contract Area) approved to be produced commercially for the first time by the Minister.

Contract Year means a period of twelve (12) consecutive months according to the Gregorian calendar counted from the Effective Date of this CONTRACT or from the anniversary of such Effective Date.

Contract Area means the area where CONTRACTOR is appointed to carry out Petroleum Operations, as described and outlined in Exhibits "A" and "B" attached hereto and made part hereof, less all areas relinquished pursuant to this CONTRACT.

Control means ownership directly or indirectly of at least 50% of (a) the voting stock, if the company is a corporation issuing stock, or (b) the controlling rights or interests, if the other entity is not a corporation issuing stock. The terms Controls and Controlled by shall be construed accordingly.

Crude Oil means crude mineral oil, asphalt, ozokerite and all kinds of hydrocarbons and bitumens, both in solid and in liquid form, in their natural state or obtained from Natural Gas by condensation or extraction.

Exploration Period means the exploration term of six (6) Contract Years, commencing on the Effective Date. Such a term may be extended once for a maximum period of 4 (four) Contract Years.

Exploitation Period means the part of this CONTRACT term where exploitation activities are allowed to take place, which commences immediately after CONTRACTOR's proposed POD for the first field in the Contract Area is approved by the Minister.

Effective Date means the date of the approval of this CONTRACT by Government.

Ekuivalen Barel Minyak atau BOE berarti 6.000 (enam ribu) kaki kubik standar Gas Bumi, dengan asumsi gas tersebut memiliki nilai kalori 1.000 (seribu) British Thermal Unit per kaki kubik (BTU/ft3).

Anggaran Biaya Operasi berarti perkiraan biaya atas semua hal yang termuat dalam Rencana Kerja.

Tahun Kalender atau Tahun berarti masa 12 (dua belas) bulan dimulai pada tanggal 1 Januari dan berakhir pada tanggal 31 Desember, sesuai dengan Kalender Masehi.

Perubahan Pengendalian berarti segala perubahan Pengendalian langsung atau tidak langsung dari Pemegang Partisipasi Interes (baik melalui merger, penjualan saham atau penyertaan lainnya, atau yang lainnya) melalui satu atau serangkaian transaksi terkait dimana Partisipasi Interes merupakan satu-satunya aset substantif yang terlibat dalam serangkaian transaksi terkait tersebut.

Wilayah Kerja Komersial berarti Lapangan pertama di dalam Wilayah Kerja (selain Wilayah Kerja Komersial Terbatas) yang disetujui untuk diproduksi secara komersial untuk pertama kalinya oleh Menteri.

Tahun Kontrak berarti masa 12 (dua belas) bulan berturut-turut menurut Kalender Masehi, terhitung dari Tanggal Efektif KONTRAK ini atau dari setiap perulangan Tanggal Efektif tersebut.

Wilayah Kerja berarti wilayah dimana KONTRAKTOR ditugaskan untuk melaksanakan Operasi Minyak dan Gas Bumi, sebagaimana diuraikan dan digambarkan pada Lampiran "A" dan "B", yang dilampirkan pada dan merupakan bagian dari KONTRAK ini, dikurangi wilayah yang telah dikembalikan sesuai dengan KONTRAK ini.

Pengendalian berarti kepemilikan secara langsung maupun tidak langsung atas paling sedikit 50% dari (a) saham yang memiliki hak suara, jika perusahaan adalah suatu perusahaan yang menerbitkan saham, atau (b) hak atau kepentingan (interest) untuk mengendalikan, jika perusahaan bukan suatu perusahaan yang menerbitkan saham. Istilah Mengendalikan dan Dikendalikan, penggunaannya harus diartikan sesuai konteksnya.

Minyak Bumi berarti minyak mentah, aspal, ozokerite dan semua jenis hidrokarbon dan bitumen, baik yang berbentuk padat maupun cair, dalam keadaan alamiah maupun diperoleh dari Gas Bumi melalui proses kondensasi atau ekstraksi.

Masa Eksplorasi berarti jangka waktu eksplorasi selama 6 (enam) Tahun Kontrak dimulai sejak Tanggal Efektif. Jangka waktu tersebut dapat diperpanjang satu kali dengan jangka waktu maksimal 4 (empat) Tahun Kontrak.

Masa Eksploitasi berarti bagian dari jangka waktu KONTRAK dimana kegiatan eksploitasi dapat dilaksanakan, yang dimulai segera setelah usulan rencana pengembangan (POD) yang diajukan KONTRAKTOR untuk lapangan pertama di dalam Wilayah Kerja disetujui oleh Menteri.

Tanggal Efektif berarti tanggal persetujuan KONTRAK ini oleh PEMERINTAH.

Field means a certain part of Contract Area within which Petroleum is produced commercially.

Firm Commitment means the Work Programs during the first three (3) Contract Years, as set forth in Sub-section 4.2 of this CONTRACT, for which CONTRACTOR is committed and obligated to complete.

First Tranche Petroleum or FTP means a certain portion of Petroleum produced and saved from the Contract Area in a Calendar Year to which SKK MIGAS and CONTRACTOR are entitled to first take and receive in each Calendar Year, before any deduction for recovery of Operating Costs and handling of production.

Force Majeure means delays or failure in performance under this CONTRACT caused by circumstances beyond the control and without the fault or negligence of the Party affected by an event of Force Majeure, that may affect economically or otherwise the continuation of Petroleum Operations under this CONTRACT. It is understood that an event of Force Majeure shall include but not be restricted to acts of God or the public enemy, perils of navigation, fire, hostilities, war (declared or undeclared), blockade, labor disturbances, strikes, riots, insurrections, civil commotion, quarantine, restrictions, epidemics, storm, tsunami, earthquakes, or accidents.

Foreign Exchange means currency other than that of the Republic of Indonesia but acceptable to Government, SKK MIGAS and CONTRACTOR.

Government means the Central Government of the Republic of Indonesia represented by the ministry, which has the authority in the oil and gas sector.

Grids means graticular sections defined by meridians of longitude (reference the meridian of Greenwich) and by parallels of latitude (reference the Equator).

Gross Negligence or Willful Misconduct means:

any act or omission by CONTRACTOR's senior management or senior supervisory personnel which (i) was intended to cause or which was in reckless disregard of, or wanton in indifference to, the harmful consequences such person, knew or should have known, such act or omission would have on the safety or property of another person or entity or (ii) seriously deviates from a diligent course of action and which is in reckless disregard of or indifference to harmful consequences.

Indonesia Income Tax Law means the applicable Indonesian Income Tax Law including all of its implementing regulations as of the Effective Date.

Indonesian National Company (INC) means a limited liability company (PT) established and existing in Indonesia in accordance with Indonesian laws and regulations which domiciles and

Lapangan berarti bagian dari Wilayah Kerja yang memproduksi Minyak dan Gas Bumi secara komersial.

Komitmen Pasti berarti Rencana Kerja 3 (tiga) Tahun Kontrak pertama, sebagaimana dinyatakan pada Pasal 4.2 KONTRAK ini, dimana KONTRAKTOR berkomitmen dan berkewajiban untuk memenuhinya.

First Tranche Petroleum atau FTP adalah bagian tertentu dari Minyak dan Gas Bumi yang diproduksi dan disimpan dari Wilayah Kerja pada Tahun Kalender dimana SKK MIGAS dan KONTRAKTOR berhak untuk terlebih dahulu mengambil dan menerima pada setiap Tahun Kalender, sebelum dikurangi pengembalian Biaya Operasi dan penanganan produksi.

Keadaan Kahar adalah keterlambatan atau kegagalan pelaksanaan berdasarkan KONTRAK ini yang disebabkan oleh keadaan di luar kendali dan tanpa kesalahan atau kelalaian dari Pihak yang terkena dampak dari suatu Keadaan Kahar, yang mungkin dapat berpengaruh secara ekonomi atau lainnya pada kesinambungan Operasi Minyak dan Gas Bumi berdasarkan KONTRAK ini. Dipahami bahwa suatu peristiwa Keadaan Kahar termasuk tetapi tidak terbatas pada bencana alam, kerusakan massal, hambatan navigasi, kebakaran, aksi kekerasan, perang (diumumkan atau tidak), blokade, gangguan tenaga kerja, pemogokan, kerusakan, pemberontakan, pembangkangan sipil, karantina, pembatasan-pembatasan, wabah, badai, tsunami, gempa bumi atau kecelakaan.

Valuta Asing berarti mata uang selain mata uang Republik Indonesia yang dapat diterima oleh PEMERINTAH, SKK MIGAS dan KONTRAKTOR.

PEMERINTAH berarti Pemerintah Republik Indonesia yang diwakili oleh kementerian yang berwenang dalam sektor minyak dan gas bumi.

Grids berarti perpotongan gratikular berdasarkan garis bujur (mengacu pada garis bujur Greenwich) dan garis sejajar dari garis lintang (mengacu pada garis Khatulistiwa).

Kelalaian Berat atau Perbuatan Salah Yang Disengaja berarti :

setiap tindakan yang disengaja atau pengabaian yang dilakukan oleh manajemen senior atau pejabat pengawas senior (senior supervisory personnel) KONTRAKTOR yang (i) dimaksudkan untuk menyebabkan, atau yang mengabaikan secara ceroboh atau ketidakpedulian yang disengaja terhadap, konsekuensi yang merugikan yang diketahui atau seharusnya diketahui orang tersebut, terhadap keamanan atau harta benda orang atau badan lain; atau (ii) secara fatal melanggar standar kehati-hatian dalam tindakan dan yang secara ceroboh mengabaikan atau tidak peduli terhadap adanya konsekuensi yang merugikan.

Undang-Undang Pajak Penghasilan Indonesia berarti Undang-undang Pajak Penghasilan Indonesia termasuk semua peraturan pelaksanaannya yang berlaku saat Tanggal Efektif.

Perusahaan Nasional Indonesia (PNI) berarti Perseroan Terbatas (PT) yang didirikan di Indonesia sesuai dengan peraturan perundang-undangan Indonesia yang berdomisili dan beroperasi

operates in Indonesia and is fully owned by Indonesian citizens and/or other Indonesian national company(ies).

Indonesian Participating Interest means a ten percent (10%) Participating Interest in this CONTRACT, which CONTRACTOR is obligated to offer to a Local Government Owned Company designated by the Local Government or an Indonesian National Company designated by the Minister, as referred to in Section 16.1, after the first POD in the Contract Area proposed by CONTRACTOR is approved by the Minister.

Limited Commercial Contract Area means a certain part of the Contract Area where a Field within which has been approved to be produced commercially for the first time by the Minister, whereby CONTRACTOR may recover Operating Costs incurred for such approved Field only. This definition is only related to unitization as detailed under Sub-section 2.3.

Local Government Owned Company or LGOC means a company established and existing in accordance with Indonesian laws and regulations, which domiciles and operates in Indonesia and is owned by the Local Government(s) of the Republic of Indonesia.

Minister means the minister who has the authority in the Oil and Gas sector.

Natural Gas means all associated and/or non-associated gaseous hydrocarbons produced from a well, including wet mineral gas, dry mineral gas, casing head gas and residue gas remaining after the extraction of liquid hydrocarbons from wet gas.

Net Realized Price FOB means the realized price of Crude Oil, the ICP (Indonesian Crude Price) as determined by Government.

Operating Costs means expenditures made and obligations incurred in carrying out Petroleum Operations hereunder, determined in accordance with the Accounting Procedure attached hereto and made a part hereof as Exhibit "C".

Operator means the CONTRACTOR or, in the case CONTRACTOR comprises of more than one Participating Interest Holder, one of the Participating Interest Holders appointed by the other Participating Interest Holder(s) to represent them under this CONTRACT.

Participating Interest means the undivided rights, interests and obligations of CONTRACTOR in and under this CONTRACT. For avoidance of doubt, if CONTRACTOR comprises more than one Participating Interest Holder, each of such Participating Interest Holders constituting CONTRACTOR shall have the rights and interests hereunder in the same percentage share of the Participating Interest it holds under this CONTRACT.

Participating Interest Holder means CONTRACTOR, or in the case that CONTRACTOR comprises more than one Business Entity(ies) and or Permanent Establishment(s), those Business Entity(ies) and/or Permanent Establishment(s) which holds certain percentage of Participating Interest, as approved by Government.

di Indonesia dan sepenuhnya dimiliki oleh warga negara Indonesia dan/atau perusahaan nasional Indonesia lainnya.

Partisipasi Interes Indonesia berarti 10% (sepuluh persen) Partisipasi Interes dalam KONTRAK ini yang wajib ditawarkan oleh KONTRAKTOR kepada Badan Usaha Milik Daerah yang ditunjuk oleh Pemerintah Daerah atau Perusahaan Nasional Indonesia yang ditunjuk oleh Menteri sebagaimana dimaksud dalam Pasal 16.1, setelah POD pertama dalam Wilayah Kerja yang diusulkan oleh KONTRAKTOR disetujui oleh Menteri.

Wilayah Kerja Komersial Terbatas adalah bagian tertentu dari Wilayah Kerja yang didalamnya terdapat Lapangan yang telah disetujui Menteri untuk diproduksi secara komersial untuk pertama kalinya, dimana KONTRAKTOR dapat memperoleh kembali Biaya Operasi yang timbul hanya untuk Lapangan yang telah disetujui tersebut. Definisi ini hanya berkaitan dengan unitisasi sebagaimana diuraikan secara rinci dalam Pasal 2.3.

Badan Usaha Milik Daerah atau BUMD berarti suatu perusahaan yang didirikan sesuai dengan peraturan perundang-undangan Indonesia, yang berdomisili dan beroperasi di Indonesia dan dimiliki oleh Pemerintah (-pemerintah) Daerah Republik Indonesia.

Menteri berarti Menteri yang mempunyai kewenangan di sektor Minyak dan Gas Bumi.

Gas Bumi berarti semua gas hidrokarbon ikutan dan/atau bukan ikutan yang diproduksi dari sumur, termasuk wet mineral gas, dry mineral gas, casing head gas dan residue gas yang tertinggal setelah ekstraksi hidrokarbon cair dari wet gas.

Harga Realisasi Bersih FOB (Net Realized Price FOB) berarti realisasi harga Minyak Bumi, ICP (Indonesian Crude Price) seperti yang ditetapkan oleh PEMERINTAH.

Biaya Operasi berarti pengeluaran yang terjadi dan kewajiban yang timbul dalam melaksanakan Operasi Minyak dan Gas Bumi berdasarkan KONTRAK ini sesuai dengan Prosedur Akuntansi pada Lampiran "C" yang dilampirkan di sini dan merupakan bagian yang tidak terpisahkan dari KONTRAK ini.

Operator berarti KONTRAKTOR atau dalam hal KONTRAKTOR terdiri lebih dari satu Pemegang Partisipasi Interes adalah salah satu dari para Pemegang Partisipasi Interes yang ditunjuk oleh para Pemegang Partisipasi Interes lainnya untuk mewakili mereka berdasarkan KONTRAK ini.

Partisipasi Interes berarti hak, kepentingan dan kewajiban KONTRAKTOR yang tidak dibagi dalam dan berdasarkan KONTRAK ini. Untuk menghindari keraguan, apabila KONTRAKTOR terdiri lebih dari satu Pemegang Partisipasi Interes, maka masing-masing Pemegang Partisipasi Interes harus memiliki hak dan kepentingan berdasarkan KONTRAK ini sesuai dengan besaran persentase Partisipasi Interes yang dimiliki berdasarkan KONTRAK ini.

Pemegang Partisipasi Interes berarti KONTRAKTOR, atau dalam hal KONTRAKTOR terdiri lebih dari satu Badan Usaha dan/atau Bentuk Usaha Tetap, maka Badan Usaha dan/atau Bentuk Usaha Tetap yang memegang sejumlah persentase Partisipasi Interes, sebagaimana disetujui oleh PEMERINTAH.

Petroleum means both or either of Crude Oil and Natural Gas.

Petroleum Operations means all exploration, development, extraction, production, transportation, marketing, abandonment and site restoration operations authorized or contemplated under this CONTRACT.

Plan of Development or POD means a plan proposed by CONTRACTOR for the development of a field in which Petroleum is discovered in a quantity and quality that may be produced commercially, the plan of which describes in reasonable detail all information required by SKK MIGAS, including, inter alia, the estimated quantities of reserves and production of Petroleum, expenditures required to develop the field in question and production costs of Crude Oil and/or Natural Gas, costs for abandonment and restoration required for post Petroleum Operations including its funding program, plan of utilization of the Crude Oil and/or Natural Gas to be produced, method and process of the exploitation of the Crude Oil and/or Natural Gas, the estimated amount of Government's revenues resulting from such development and the plan in utilizing Indonesian national manpower and domestic goods and services. The POD proposed by CONTRACTOR for the development of Petroleum discovery in the first field within the Contract Area shall be submitted to SKK MIGAS for the approval of the Minister, whilst the POD for the development of Crude Oil and/or Natural Gas discovery in the subsequent field(s) shall be submitted to SKK MIGAS for SKK MIGAS approval, based on consideration of all pertinent operating and financial data made available by CONTRACTOR.

Point of Export means the point of delivery contemplated by Law No. 22/2001, which is the outlet flange of the loading arm after final sales meter at the delivery terminal, or, some other point(s) mutually agreed by the Parties.

Work Program means a statement itemizing the Petroleum Operations to be carried out in the Contract Area as set forth in Section IV.

SECTION II

TERM AND COMMERCIALITY OF

CONTRACT AREA

TERM OF CONTRACT

Subject to the following provisions of this CONTRACT, the term of this CONTRACT shall be thirty (30) Contract Years as from the Effective Date. The term of this CONTRACT consists of Exploration Period and Exploitation Period.

Minyak dan Gas Bumi berarti Minyak Bumi dan/atau Gas Bumi.

Operasi Minyak dan Gas Bumi berarti semua kegiatan eksplorasi, pengembangan, ekstraksi, produksi, pengangkutan, pemasaran, kegiatan pasca operasi (abandonment dan site restoration) yang diatur dalam KONTRAK ini.

Rencana Pengembangan atau POD berarti rencana yang diusulkan oleh KONTRAKTOR untuk pengembangan lapangan tempat Minyak dan Gas Bumi ditemukan dalam kuantitas dan kualitas yang dapat diproduksi secara komersial, yang secara wajar menjelaskan secara rinci semua informasi yang dibutuhkan oleh SKK MIGAS, termasuk, antara lain, perkiraan jumlah cadangan dan produksi Minyak dan Gas Bumi, biaya yang diperlukan untuk mengembangkan lapangan tersebut dan biaya produksi dari Minyak Bumi dan/atau Gas Bumi, dan biaya kegiatan pasca Operasi Minyak dan Gas Bumi (abandonment and restoration) yang diperlukan untuk kegiatan pasca operasi termasuk program pendanaannya, rencana pemanfaatan Minyak Bumi dan/atau Gas Bumi yang akan dihasilkan, metode dan proses eksploitasi dari Minyak Bumi dan/atau Gas Bumi, perkiraan jumlah penerimaan PEMERINTAH yang dihasilkan dari pengembangan tersebut dan rencana penggunaan tenaga kerja Indonesia dan barang dan jasa domestik. POD yang diajukan oleh KONTRAKTOR untuk pengembangan penemuan Minyak Bumi dan/atau Gas Bumi di lapangan pertama dalam Wilayah Kerja wajib disampaikan kepada SKK MIGAS untuk mendapatkan persetujuan Menteri, sedangkan POD untuk pengembangan penemuan Minyak Bumi dan/atau Gas Bumi di lapangan(-lapangan) berikutnya harus disampaikan kepada SKK MIGAS untuk mendapatkan persetujuan SKK MIGAS, dengan didasarkan pada pertimbangan seluruh operasi yang terkait dan data keuangan yang disediakan oleh KONTRAKTOR.

Titik Ekspor berarti titik penyerahan sebagaimana diatur Undang-undang No. 22/2001, yaitu flensa luar (outlet flange) dari pipa muat setelah pengukur penjualan terakhir pada terminal pengiriman, atau titik(-titik) lain yang disetujui Para Pihak.

Rencana Kerja berarti rincian kegiatan Operasi Minyak dan Gas Bumi yang akan dilaksanakan dalam Wilayah Kerja sebagaimana ditetapkan dalam Bab IV.

BAB II

JANGKA WAKTU KONTRAK DAN KOMERSIALITAS WILAYAH KERJA

JANGKA WAKTU KONTRAK

Sesuai dengan ketentuan dalam KONTRAK ini, jangka waktu KONTRAK adalah 30 (tiga puluh) Tahun Kontrak terhitung sejak Tanggal Efektif. Jangka waktu KONTRAK ini terdiri dari Masa Eksplorasi dan Masa Eksploitasi.

The initial term of Exploration Period shall be six (6) Contract Years as from the Effective Date. At the end of the initial term of Exploration Period, CONTRACTOR shall have the option to request a one time extension to SKK MIGAS for a maximum period of four (4) Contract Years, and the approval of such request shall not be unreasonably withheld, provided that CONTRACTOR shall have fully complied with the requirements of relinquishment of Contract Area referred to in Section III, and fully performed its Firm Commitment referred to in Sub-section 4.2 of Section IV hereof.

Masa Eksplorasi adalah 6 (enam) Tahun Kontrak terhitung sejak Tanggal Efektif. Pada akhir Masa Eksplorasi, KONTRAKTOR dapat meminta kepada SKK MIGAS satu kali perpanjangan untuk jangka waktu paling lama 4 (empat) Tahun Kontrak, dan persetujuan atas permintaan tersebut tidak akan ditahan tanpa alasan yang wajar, dengan ketentuan KONTRAKTOR telah memenuhi persyaratan penyisihan Wilayah Kerja yang tersebut dalam Bab III, dan telah melaksanakan seluruh Komitmen Pasti sebagaimana tersebut dalam Pasal 4.2 Bab IV KONTRAK ini.

If at the end of the initial six (6) Contract Years of the Exploration Period or, as the case may be, the approved Contract Years extension thereto, no Petroleum in commercial quantities is discovered in the Contract Area, then without prejudice to Section XIII, Sub-section 13.6 hereof, this CONTRACT shall automatically terminate forthwith in its entirety, and CONTRACTOR shall relinquish all remaining Contract Area to Government through SKK MIGAS immediately after the receipt of SKK MIGAS notification.

Apabila pada akhir 6 (enam) Tahun Kontrak Masa Eksplorasi atau, pada akhir perpanjangan Tahun Kontrak yang telah disetujui, mana saja yang berlaku, tidak ditemukan Minyak dan Gas Bumi dalam jumlah yang komersial di dalam Wilayah Kerja, maka tanpa mengenyampingkan ketentuan dalam Bab XIII Pasal 13.6, KONTRAK ini berakhir dengan sendirinya secara keseluruhan, dan KONTRAKTOR harus menyerahkan kembali seluruh Wilayah Kerja yang tersisa kepada Pemerintah melalui SKK MIGAS segera setelah diterimanya pemberitahuan dari SKK MIGAS.

COMMERCIALITY OF CONTRACT AREA

If within the Exploration Period, Petroleum is discovered in the Contract Area in a quantity and quality, which CONTRACTOR has reasonably determined can be produced commercially, CONTRACTOR shall immediately report such discovery to SKK MIGAS and Government, for SKK MIGAS evaluation and written acknowledgement. Such report shall specify in reasonable detail the estimated amount of the reserves and quality of the Petroleum, supported with the relevant data, such as certificate regarding the quantity and quality of Petroleum reserves discovered by CONTRACTOR. SKK MIGAS will not unreasonably withhold the delivery of its acknowledgement letter to CONTRACTOR.

Upon receipt of SKK MIGAS acknowledgement letter of such report of discovery, CONTRACTOR shall, as soon as practicable, but in no case shall exceed three (3) Years thereafter, submit a proposed POD for the field in which Petroleum is discovered for the first time, to SKK MIGAS for evaluation. SKK MIGAS will invite CONTRACTOR and confer in good faith for clarification of any information and data included in the POD. SKK MIGAS shall convey the result of its evaluation and its recommendation to the Minister for approval.

KOMERSIALITAS WILAYAH KERJA

Apabila dalam Masa Eksplorasi ditemukan Minyak dan Gas Bumi di dalam Wilayah Kerja dengan jumlah dan mutu yang menurut penentuan KONTRAKTOR dapat diproduksi secara komersial, maka KONTRAKTOR wajib segera melaporkan penemuan tersebut kepada SKK MIGAS dan PEMERINTAH, untuk mendapatkan evaluasi dan pengakuan tertulis dari SKK MIGAS. Laporan tersebut harus memuat rincian yang wajar mengenai perkiraan jumlah dan mutu cadangan Minyak dan Gas Bumi dengan didukung data yang sesuai, seperti sertifikat mengenai jumlah dan mutu cadangan Minyak dan Gas Bumi yang ditemukan KONTRAKTOR. SKK MIGAS tidak akan menahan penyampaian surat pengakuan tersebut di atas kepada KONTRAKTOR tanpa alasan wajar.

Setelah diterimanya surat pengakuan dari SKK MIGAS mengenai laporan penemuan yang bersangkutan, KONTRAKTOR wajib, sesegera mungkin, namun tidak lebih lama dari 3 (tiga) Tahun setelah itu, menyampaikan usulan POD untuk lapangan tempat Minyak dan Gas Bumi ditemukan pertama kali, kepada SKK MIGAS untuk dievaluasi. SKK MIGAS akan mengundang KONTRAKTOR untuk membahas dengan itikad baik penjelasan atas informasi dan data yang tercantum dalam POD. SKK MIGAS akan menyampaikan hasil evaluasinya dan memberikan rekomendasi mengenai POD bersangkutan kepada Menteri untuk dimintakan persetujuannya.

If during such three (3) Years time limit, CONTRACTOR does not submit a proposed POD and the Exploration Period has been expired, then this CONTRACT shall automatically terminate.

Notwithstanding to the paragraph above, CONTRACTOR may request to SKK MIGAS a maximum two (2) Years extension to the foregoing three (3) Years time limit, in relation to:

the discovery of hydrocarbon in frontier or deep water areas, or other certain areas the development of which, in SKK MIGAS' judgment, are technically difficult; and/or

the discovery of Natural Gas field (except field containing associated Natural Gas), the sales and purchase commitment for which cannot be agreed by CONTRACTOR and buyer(s) within such three (3) Years time limit, having negotiated in good faith.

If the Minister approves CONTRACTOR's proposed POD for the first field in the Contract Area, such POD approval shall constitute the declaration of commerciality of the entire Contract Area and CONTRACTOR shall commence to develop the field and or fields in which the Petroleum is discovered.

If prior to the expiration of the Exploration Period, CONTRACTOR has submitted to SKK MIGAS a notification as provided for in Sub-section 2.2.1 of this CONTRACT, notwithstanding Sub-section 2.1.3 and Sub-section 2.2.2, this CONTRACT shall not terminate on the expiration of the Exploration Period or its extension, until and unless CONTRACTOR receives a letter from SKK MIGAS notifying that either: (i) SKK MIGAS does not agree to issue the acknowledgment of discovery reported by CONTRACTOR for such first field in question, or (ii) Minister does not approve CONTRACTOR's proposed POD for the first field in the Contract Area.

In the case that CONTRACTOR receives such SKK MIGAS notification letter, this CONTRACT shall automatically terminate on the date of receipt of such SKK MIGAS notification letter, and CONTRACTOR shall immediately relinquish all remaining Contract Area to Government through SKK MIGAS.

In the event that CONTRACTOR which has received a POD approval to develop its first Field in the Contract Area fails to conduct Petroleum Operations for the development of such first Field within a maximum period of five (5) consecutive Years (meaning sixty (60) months) after the end of the Exploration Period, in accordance with the schedules proposed in the approved POD, then unless the Parties otherwise agree this CONTRACT shall automatically terminate on the expiration date of such five (5) Years time limit.

SKK MIGAS shall notify CONTRACTOR of the expiration of such five (5) Years time limit and the expiration of this CONTRACT. Upon receipt of such notification letter, CONTRACTOR shall be obliged to relinquish all remaining Contract Area to Government through SKK MIGAS.

Jika dalam batas 3 (tiga) Tahun tersebut di atas, KONTRAKTOR belum juga mengajukan POD dan Masa Eksplorasi telah habis, maka KONTRAK ini berakhir dengan sendirinya.

Dengan tidak mengenyampingkan hal tersebut diatas, KONTRAKTOR dapat meminta kepada SKK MIGAS tambahan waktu paling lama 2 (dua) Tahun dari batas 3 (tiga) Tahun tersebut, sehubungan dengan:

temuan hidrokarbon di daerah frontier atau laut dalam, atau daerah lainnya yang menurut penilaian SKK MIGAS pengembangannya secara teknis sulit dilakukan, dan/atau;

temuan lapangan Gas Bumi (kecuali lapangan yang mengandung Gas Bumi ikutan), yang komitmen jual belinya belum dapat disepakati oleh KONTRAKTOR dan pembeli(-pembeli), setelah dilakukan negosiasi dengan itikad baik dalam batas waktu 3 (tiga) Tahun tersebut.

Dalam hal Menteri menyetujui POD yang diajukan KONTRAKTOR untuk lapangan pertama dalam Wilayah Kerja, maka persetujuan POD tersebut merupakan pernyataan komersialitas seluruh Wilayah Kerja dan KONTRAKTOR harus mulai mengembangkan lapangan dan/atau lapangan-lapangan dimana ditemukan Minyak dan Gas Bumi tersebut.

Dalam hal sebelum berakhirnya Masa Eksplorasi, KONTRAKTOR telah menyampaikan pemberitahuan kepada SKK MIGAS sebagaimana diatur dalam Ayat 2.2.1 KONTRAK ini, maka dengan tidak mengenyampingkan dari ketentuan-ketentuan pada Ayat 2.1.3 dan Ayat 2.2.2, KONTRAK ini tidak akan berakhir pada saat berakhirnya Masa Eksplorasi atau perpanjangannya, kecuali apabila KONTRAKTOR menerima surat pemberitahuan tertulis dari SKK MIGAS yang menyatakan bahwa (i) SKK MIGAS tidak setuju mengeluarkan pengakuan mengenai penemuan yang dilaporkan KONTRAKTOR untuk lapangan pertama yang bersangkutan, atau (ii) Menteri tidak menyetujui POD yang diajukan KONTRAKTOR untuk lapangan pertama dalam Wilayah Kerja.

Apabila KONTRAKTOR menerima surat pemberitahuan tertulis SKK MIGAS tersebut di atas maka KONTRAK ini berakhir dengan sendirinya pada tanggal diterimanya surat pemberitahuan tersebut, dan KONTRAKTOR harus segera menyerahkan kembali sisa Wilayah Kerja kepada PEMERINTAH melalui SKK MIGAS.

Apabila KONTRAKTOR yang telah menerima persetujuan POD untuk mengembangkan Lapangan pertama dalam Wilayah Kerja tidak dapat melaksanakan Operasi Minyak dan Gas Bumi untuk pengembangan Lapangan tersebut dalam waktu paling lama 5 (lima) Tahun berturut-turut (yaitu 60 (enam puluh) bulan) setelah berakhirnya Masa Eksplorasi, sesuai dengan jadwal yang diajukan dalam POD yang disetujui, maka KONTRAK ini berakhir dengan sendirinya pada tanggal berakhirnya batas waktu 5 (lima) Tahun tersebut kecuali Para Pihak menyepakati lain.

SKK MIGAS akan memberitahukan KONTRAKTOR mengenai berakhirnya batas waktu 5 (lima) Tahun tersebut dan berakhirnya KONTRAK ini. Setelah menerima surat pemberitahuan tersebut, KONTRAKTOR wajib menyerahkan kembali semua sisa Wilayah Kerja kepada PEMERINTAH melalui SKK MIGAS.

An exception to the foregoing five (5) Years time limit may be made in the event of development of Natural Gas field. If it is anticipated that during such five (5) Years time limit CONTRACTOR shall have not successfully entered into any commercial gas sales agreement, at the request of CONTRACTOR, SKK MIGAS may extend such five (5) Years time limit to a reasonable period(s) of time to be determined by SKK MIGAS. If at the end of such time limit extension, CONTRACTOR remains unable to enter into a commercial gas sales agreement, the Parties shall confer in good faith to determine all reasonable steps, including the possibility of not granting CONTRACTOR with additional extension. If eventually SKK MIGAS determines not to grant any additional extension to CONTRACTOR, SKK MIGAS shall advise CONTRACTOR of its decision and the expiration of the term of this CONTRACT, and CONTRACTOR shall, without prejudice to CONTRACTOR's obligations to fulfill any of its outstanding obligations under this CONTRACT, be obliged to relinquish remaining Contract Area to Government through SKK MIGAS.

LIMITED COMMERCIAL CONTRACT AREA

Limited Commercial Contract Area Due To Unitization

If during the Exploration Period Petroleum is discovered in a field in the Contract Area which straddles in the other contract area which in the judgment of SKK MIGAS, such field cannot be produced commercially by the Contract Area on its own, other than through unitization of the field with the part of such field located substantially in other contract area adjacent to the Contract Area, then if the POD of such field is approved by the Minister, the part of the field located in the Contract Area will be declared as a Limited Commercial Contract Area. Upon the commencement of commercial production of Petroleum from such Limited Commercial Contract Area, CONTRACTOR shall have the right to the Petroleum produced from and to recover Operating Costs incurred for the conduct of Petroleum Operations within the Limited Commercial Contract Area only.

Consequences of Declaration of Limited Commercial Contract Area

Notwithstanding the other provisions of this CONTRACT which set out otherwise, to the extent that the circumstances described in Sub-Section 2.3.1 above occurred, the following provisions shall apply:

CONTRACTOR shall not be entitled to recover Operating Costs incurred for the conduct of Petroleum Operations outside the Field within Limited Commercial Contract Area from any revenue derived from the Field declared as Limited Commercial Contract Area; and

If until the expiration of the Exploration Period or its extension under this CONTRACT no Petroleum is discovered from other field within the Contract Area (outside the Limited Commercial Contract Area) in a quantity which may be produced commercially, then the Limited Commercial Contract Area shall be carved out and

Pengecualian atas batas waktu 5 (lima) Tahun tersebut diatas dapat diberikan dalam hal pengembangan lapangan Gas Bumi. Jika diperkirakan bahwa selama batas waktu 5 (lima) Tahun tersebut KONTRAKTOR belum terikat dalam suatu perjanjian jual beli Gas Bumi secara komersial, atas permintaan KONTRAKTOR, SKK MIGAS dapat memperpanjang batas waktu 5 (lima) Tahun tersebut untuk jangka waktu yang wajar yang akan ditentukan oleh SKK MIGAS. Jika pada akhir batas waktu perpanjangan tersebut KONTRAKTOR belum terikat dalam suatu perjanjian jual beli Gas Bumi secara komersial, Para Pihak dengan itikad baik akan melakukan pembicaraan untuk menentukan langkah-langkah yang wajar, termasuk kemungkinan untuk tidak memberikan tambahan jangka waktu bagi KONTRAKTOR. Jika akhirnya SKK MIGAS memutuskan untuk tidak memberikan tambahan jangka waktu untuk KONTRAKTOR, SKK MIGAS akan menyampaikan kepada KONTRAKTOR tentang keputusan tersebut dan berakhirnya jangka waktu KONTRAK ini, dan tanpa mengenyampingkan kewajiban KONTRAKTOR untuk memenuhi semua kewajiban yang belum diselesaikan berdasarkan KONTRAK ini, KONTRAKTOR diwajibkan untuk menyerahkan sisa Wilayah Kerja kepada PEMERINTAH melalui SKK MIGAS.

WILAYAH KERJA KOMERSIAL TERBATAS

Wilayah Kerja Komersial Terbatas Akibat Unitisasi

Apabila selama Masa Eksplorasi ditemukan Minyak dan Gas Bumi pada suatu lapangan di Wilayah Kerja yang melampar ke wilayah kerja lain, yang menurut penilaian SKK MIGAS lapangan tersebut tidak dapat diproduksi secara komersial oleh Wilayah Kerja itu sendiri, selain melalui unitisasi lapangan yang sebagian di antaranya terletak di wilayah kerja lainnya yang berdampingan dengan Wilayah Kerja, maka jika POD lapangan tersebut disetujui oleh Menteri, bagian dari lapangan yang terletak di Wilayah Kerja tersebut akan dinyatakan sebagai Wilayah Kerja Komersial Terbatas. Setelah dimulainya produksi Minyak dan Gas Bumi dari Wilayah Kerja Komersial Terbatas tersebut secara komersial, KONTRAKTOR mempunyai hak atas Minyak dan Gas Bumi yang dihasilkan dari dan memperoleh penggantian Biaya Operasi yang dikeluarkan dalam pelaksanaan Kegiatan Operasi Minyak dan Gas Bumi di dalam Wilayah Kerja Komersial Terbatas itu saja.

Konsekuensi Pernyataan Wilayah Kerja Komersial Terbatas

Dengan tidak mengenyampingkan ketentuan-ketentuan yang menyatakan lain dalam KONTRAK ini, sepanjang terjadinya keadaan yang tersebut dalam Ayat 2.3.1 di atas maka berlaku ketentuan-ketentuan berikut ini:

KONTRAKTOR tidak berhak memperoleh penggantian Biaya Operasi yang dikeluarkan untuk melaksanakan kegiatan Operasi Minyak dan Gas Bumi di luar Lapangan Wilayah Kerja Komersial Terbatas dari pendapatan yang diperoleh dari Lapangan yang dinyatakan sebagai Wilayah Kerja Komersial Terbatas; dan

Jika sampai berakhirnya Masa Eksplorasi atau perpanjangannya menurut KONTRAK ini, tidak ditemukan Minyak dan Gas Bumi dari lapangan lainnya di dalam Wilayah Kerja (di luar Wilayah Kerja Komersial Terbatas) dalam jumlah yang dapat diproduksi secara komersial, maka Wilayah Kerja Komersial Terbatas tersebut

separated from the original Contract Area, and shall be treated as producing acreage of the Contract Area, where the terms and conditions of this CONTRACT shall continue to apply, whilst the remaining portion of the Contract Area outside the Limited Commercial Contract Area shall be relinquished to Government through SKK MIGAS.

SUBSEQUENT PETROLEUM DISCOVERY

Any Petroleum subsequently discovered in the Contract Area shall be immediately reported to SKK MIGAS and Government for SKK MIGAS evaluation.

Upon receipt of the foregoing report, if SKK MIGAS considers that such discovery may be produced commercially, SKK MIGAS shall issue an acknowledgement letter of such commercial discovery. Following agreement with CONTRACTOR of such commercial discovery, CONTRACTOR shall, as soon as practicable, but consistent with the deadlines set forth in Sub-section 2.2.2, submits a proposed POD of the field in which the Petroleum is discovered to SKK MIGAS, for approval. In the event CONTRACTOR fails to submit the POD within the prescribed period CONTRACTOR shall be obliged to relinquish a portion of the Contract Area corresponding to the surface area where such field is located to Government through SKK MIGAS.

SECTION III

RELINQUISHMENT OF AREAS

On or before the end of the initial three (3) Contract Years as from the Effective Date, CONTRACTOR shall relinquish twenty five percent (25%) of the original total Contract Area.

If at the end of the third (3rd) Contract Year the Firm Commitment has not been completed by CONTRACTOR pursuant to Sub-section 4.2 of Section IV, upon consideration and evaluation of SKK MIGAS, CONTRACTOR shall be obliged to relinquish an additional fifteen percent (15%) of the original total Contract Area at the end of the third Contract Year.

On or before the end of the sixth (6th) Contract Year CONTRACTOR shall relinquish additional portion(s) of Contract Area so that the area retained thereafter shall not be in excess of twenty percent (20%) of the original total Contract Area.

Notwithstanding Sub-section 3.3 above, on or before the end of the sixth (6th) Contract Year, if any part of the Contract Area corresponding to the surface area in which Petroleum has been discovered, is greater than twenty percent (20%) of the original Contract Area, then CONTRACTOR shall not be obliged to relinquish such excess to SKK MIGAS for the purpose of the economic development of the Contract Area.

akan dikeluarkan dan dipisahkan dari Wilayah Kerja semula dan diperlakukan sebagai Wilayah Kerja produksi, dimana syarat-syarat dan ketentuan-ketentuan KONTRAK ini tetap berlaku, sedangkan sisa bagian Wilayah Kerja di luar Wilayah Kerja Komersial Terbatas wajib dikembalikan kepada PEMERINTAH melalui SKK MIGAS.

PENEMUAN MINYAK DAN GAS BUMI SELANJUTNYA

Minyak dan Gas Bumi yang ditemukan kemudian dalam Wilayah Kerja wajib segera dilaporkan kepada SKK MIGAS dan PEMERINTAH untuk dievaluasi oleh SKK MIGAS.

Setelah menerima laporan tersebut, apabila SKK MIGAS mempertimbangkan bahwa temuan tersebut dapat diproduksi secara komersial, maka SKK MIGAS akan menerbitkan surat pengakuan atas temuan komersial tersebut. Setelah adanya kesepakatan dengan KONTRAKTOR atas temuan komersial tersebut, KONTRAKTOR harus, sesegera mungkin, namun konsisten dengan batas waktu yang diatur dalam Ayat 2.2.2, mengajukan POD untuk lapangan tempat Minyak dan Gas Bumi ditemukan kepada SKK MIGAS, untuk mendapatkan persetujuan. Dalam hal KONTRAKTOR tidak mengajukan POD dalam jangka waktu yang disyaratkan tersebut, maka KONTRAKTOR berkewajiban mengembalikan sebagian Wilayah Kerja sesuai dengan bagian permukaan dimana lapangan tersebut berada kepada PEMERINTAH melalui SKK MIGAS.

BAB III

PENGEMBALIAN WILAYAH KERJA

Pada saat atau sebelum berakhirnya 3 (tiga) Tahun Kontrak yang pertama sejak Tanggal Efektif, KONTRAKTOR wajib mengembalikan 25% (dua puluh lima persen) dari luas Wilayah Kerja semula;

Apabila pada akhir Tahun Kontrak ke-3 (ketiga), Komitmen Pasti belum dapat diselesaikan oleh KONTRAKTOR sesuai Pasal 4.2 Bab IV, atas pertimbangan dan evaluasi SKK MIGAS, KONTRAKTOR wajib melakukan pengembalian tambahan atas Wilayah Kerja sebesar 15% (lima belas persen) dari luas Wilayah Kerja semula pada saat berakhirnya Tahun Kontrak ke-3 (ketiga);

Pada saat atau sebelum berakhirnya Tahun Kontrak keenam, KONTRAKTOR wajib melakukan pengembalian tambahan atas Wilayah Kerja sehingga sisa Wilayah Kerja yang dipertahankan tidak melebihi 20% (dua puluh persen) dari luas Wilayah Kerja semula.

Dengan tidak mengenyampingkan Pasal 3.3 di atas, pada saat atau sebelum berakhirnya Tahun Kontrak ke-6 (keenam), apabila bagian Wilayah Kerja dimana minyak dan gas bumi telah ditemukan, lebih besar dari 20% (dua puluh persen) luas Wilayah Kerja semula, maka KONTRAKTOR tidak diwajibkan untuk mengembalikan kelebihan Wilayah Kerja tersebut kepada SKK MIGAS dalam rangka pengembangan keekonomian Wilayah Kerja;

With regard to the portion of the Contract Area remaining after the mandatory relinquishments as set forth in Sub-sections 3.1, 3.2 and 3.3 above, CONTRACTOR shall maintain a reasonable exploration effort. In respect of any part of such remaining unexplored portion of the Contract Area for which CONTRACTOR does not during two (2) consecutive Years conduct any exploration program, SKK MIGAS shall, after giving a reminder by written notice to CONTRACTOR, require CONTRACTOR to choose either to: (i) conduct an exploration program within six (6) months after receipt of such reminder and thereafter immediately submit and obtain a POD approval or (ii) relinquish such part of the Contract Area.

In the event that CONTRACTOR fails to fulfil its obligation provided for in point (i) of this Sub-section 3.5, CONTRACTOR shall be obliged to relinquish such part of the Contract Area.

Upon thirty (30) days written notice to SKK MIGAS, prior to the end of the second Contract Year and prior to the end of any succeeding Contract Year, CONTRACTOR shall have the right to relinquish any portion of the Contract Area, and such portion shall then be credited to that portion of the Contract Area which CONTRACTOR is next required to relinquish under the provisions of Sub-sections 3.1, 3.2 and 3.3 hereof.

CONTRACTOR shall advise SKK MIGAS in advance of the date of relinquishment of the portion to be relinquished. For the purpose of such relinquishment, CONTRACTOR and SKK MIGAS shall consult with each other regarding the shape and size of each individual portion of the areas being relinquished, provided, however, that so far as reasonably possible, such portion shall each be of sufficient size and convenient shape to enable Petroleum Operations to be conducted thereon.

The portion of the Contract Area to be relinquished shall be in a number of Grids in accordance with longitude and latitude of spheroids.

CONTRACTOR's non-compliance with the relinquishment requirements specified in Sub-sections 3.1, 3.2 (if applicable) and/or 3.3 may be considered as a ground for SKK MIGAS not to approve CONTRACTOR's request for extending the initial term of the Exploration Period referred to in Sub-section 2.1.2.

SECTION IV

WORK PROGRAM AND BUDGET

For this CONTRACT, CONTRACTOR shall commence Petroleum Operations hereunder not later than six (6) months after the Effective Date.

The Work Program to be carried out by CONTRACTOR in conducting exploration operations pursuant to the terms of this CONTRACT during the first three (3) Contract Years after the Effective Date and in conducting Petroleum Operations pursuant to the terms of this CONTRACT during the next three (3) Contract

Pada bagian Wilayah Kerja yang tersisa setelah melaksanakan kewajiban penyisihan sebagaimana diatur pada Pasal 3.1, 3.2 dan 3.3 tersebut di atas, KONTRAKTOR wajib melakukan eksplorasi yang sewajarnya. Dalam hal sisa Wilayah Kerja tidak dieksplorasi dan KONTRAKTOR tidak menyerahkan rencana eksplorasi dalam jangka waktu 2 (dua) Tahun berturut-turut, setelah mengingatkan KONTRAKTOR, SKK MIGAS secara tertulis dapat mewajibkan KONTRAKTOR untuk memilih: (i) melakukan program eksplorasi dalam waktu 6 (enam) bulan sejak menerima peringatan tersebut dan segera mengajukan dan memperoleh persetujuan POD; atau (ii) mengembalikan bagian Wilayah Kerja dimaksud.

Dalam hal KONTRAKTOR tidak dapat memenuhi kewajiban yang disyaratkan dalam butir (i) Pasal 3.5 ini KONTRAKTOR wajib menyerahkan kembali bagian Wilayah Kerja tersebut.

Dalam waktu 30 (tiga puluh) hari sejak pemberitahuan tertulis kepada SKK MIGAS, sebelum berakhirnya Tahun Kontrak kedua dan Tahun Kontrak berikutnya, KONTRAKTOR berhak menyisihkan suatu bagian dari Wilayah Kerja, dan bagian tersebut akan diperhitungkan sebagai bagian Wilayah Kerja yang wajib dikembalikan berikutnya oleh KONTRAKTOR sesuai ketentuan Pasal 3.1, 3.2 dan 3.3.

KONTRAKTOR wajib memberitahukan sebelumnya kepada SKK MIGAS mengenai tanggal pengembalian bagian yang akan dikembalikan. Untuk tujuan tersebut, KONTRAKTOR dan SKK MIGAS wajib berkonsultasi satu sama lain mengenai bentuk dan ukuran dari masing-masing bagian yang akan dikembalikan, dengan ketentuan bahwa, sepanjang secara wajar dimungkinkan, masing-masing bagian tersebut harus dalam ukuran dan bentuk yang sesuai agar dapat dilaksanakan Operasi Minyak dan Gas Bumi di atasnya.

Bagian Wilayah Kerja yang akan dikembalikan harus dalam bentuk Grids sesuai dengan garis bujur dan garis lintang dari spheroids.

Ketidakpatuhan KONTRAKTOR terhadap ketentuan kewajiban pengembalian sebagaimana dinyatakan dalam Pasal 3.1, 3.2 (apabila berlaku) dan/atau 3.3 dapat dijadikan dasar bagi SKK MIGAS untuk tidak menyetujui permohonan perpanjangan Masa Eksplorasi oleh KONTRAKTOR sebagaimana dimaksud dalam Ayat 2.1.2.

BAB IV

RENCANA KERJA DAN ANGGARAN

Untuk KONTRAK ini, KONTRAKTOR wajib memulai Operasi Minyak dan Gas Bumi pada Wilayah Kerja paling lambat 6 (enam) bulan sejak Tanggal Efektif.

Rencana Kerja yang akan dilakukan oleh KONTRAKTOR dalam pelaksanaan kegiatan eksplorasi sesuai dengan ketentuan dalam KONTRAK ini selama 3 (tiga) Tahun Kontrak yang pertama sejak Tanggal Efektif dan dalam pelaksanaan Operasi Minyak dan Gas Bumi sesuai dengan ketentuan dalam KONTRAK ini selama 3 (tiga)

Years and the projected estimated Work Program and Budget of Operating Costs in respect of each of such Contract Years is as follows :

Tahun Kontrak berikutnya dengan perkiraan Rencana Kerja dan Anggaran untuk masing-masing Tahun Kontrak sebagai berikut:

CONTRACT	DESCRIPTION	ACTIVITY		BUDGET	
YEARS	G and G			US\$	
		UNIT	AMOUNT	UNIT	AMOUNT
	Seismic 2D				
	Acquisition and processing	KM		US\$	
Fourth	G and G			US\$	
	Seismic 3D				
	Seismic 2D	KM2		US\$	
	Acquisition and processing	KM		US\$	
First	Acquisition and processing				
	Exploratory well	Well		US\$	
	Seismic 3D				
	Acquisition and processing	KM2		US\$	
	G and G			US\$	
	Exploratory well	Well		US\$	
	Seismic 2D				
	Acquisition and processing	KM		US\$	
Fifth	G and G			US\$	
	Seismic 3D				
	Seismic 2D	KM2		US\$	
	Acquisition and processing	KM		US\$	
Second	Acquisition and processing				
	Exploratory well	Well		US\$	
	Seismic 3D				
	Acquisition and processing	KM2		US\$	
	G and G			US\$	
	Exploratory well	Well		US\$	
	Seismic 2D				
	Acquisition and processing	KM		US\$	
Sixth	G and G			US\$	
	Seismic 3D				
	Seismic 2D	KM2		US\$	
	Acquisition and processing	KM		US\$	
Third	Acquisition and processing				
	Exploratory well	Well		US\$	
	Seismic 3D				
	Acquisition and processing	KM2		US\$	
	Exploratory well	Well		US\$	

Subject to the provisions of this CONTRACT, during the first three (3) Contract Years, CONTRACTOR shall carry out the Work Program as set out above in respect of each of those Years. The work activity

Dengan tunduk pada ketentuan-ketentuan dalam KONTRAK ini, selama 3 (tiga) Tahun Kontrak pertama, KONTRAKTOR wajib melaksanakan Rencana Kerja di atas untuk masing-masing Tahun

projected during the first three (3) Contract Years shown above will be called the "Firm Commitment".

If during any Contract Year CONTRACTOR performs less work than required in such Contract Year, Contractor may, with SKK MIGAS' consent, carry forward such work not performed in such Contract Year and add it to the work to be performed in the following Contract Years without prejudice to CONTRACTOR's rights and obligations hereunder.

If during any Contract Year CONTRACTOR performs more work than required to be so performed, CONTRACTOR may subtract such excess from the work to be so performed by CONTRACTOR during the succeeding Contract Years.

CONTRACTOR shall submit a performance bond for the benefit of Government c/o the Director General of Oil and Gas for the sum of one million five hundred thousand United State Dollars (US\$ 1,500,000) related to activity as set forth in clause 4.2 above on the first three Contract Years. Such submission shall be made not later than the day of the signing of this CONTRACT

The value of the performance bond shall be reduced annually by deducting the amount included in CONTRACTOR's annual Work Program and Budget, approved by SKK MIGAS.

In the event CONTRACTOR requests for an extension of the Exploration Period after the sixth Contract Year as set forth in Sub-section 2.1.2 of Section II,

such an extension request shall be accompanied by CONTRACTOR's proposed annual exploration program up to the end of the proposed extension of Exploration Period to SKK MIGAS; and

the proposed exploration program referred to in paragraph (a) of this Sub-section 4.4 shall include the Work Program which has not been completed during the preceding Contract Years and additional exploration work program to be carried out during the extension of the Exploration Period.

In the case that SKK MIGAS approves CONTRACTOR's proposed extension of Exploration Period as referred to in Sub-section 4.4 above for a period of more than two (2) Years, if at the end of the eight (8th) Contract Year CONTRACTOR failed to complete the Work Program proposed for the 7th and 8th Contract Years which may include Work Programs not completed during the first six (6) Contract Years and carried over to be completed until the end of the eight (8th) Contract Year, then notwithstanding anything to the contrary, this CONTRACT shall automatically terminate forthwith in its entirety, and CONTRACTOR shall immediately relinquish all remaining Contract Area to Government through SKK MIGAS immediately after the receipt of SKK MIGAS notification.

At least three (3) months prior to the beginning of each Calendar Year or at such other time as otherwise mutually agreed by the Parties, CONTRACTOR shall prepare and submit for approval to SKK MIGAS a Work Program and Budget of Operating Costs for the Contract Area setting forth the Petroleum Operations which

Kontrak. Kegiatan yang diproyeksikan selama 3 (tiga) Tahun Kontrak pertama disebut sebagai "Komitmen Pasti".

Apabila dalam suatu Tahun Kontrak KONTRAKTOR melaksanakan Rencana Kerja kurang dari yang seharusnya dilaksanakan pada Tahun Kontrak tersebut, maka dengan persetujuan SKK MIGAS, KONTRAKTOR dapat mengalihkan program kerja yang tidak terlaksana pada Tahun Kontrak tersebut untuk dilaksanakan pada Tahun Kontrak berikutnya tanpa mengurangi hak dan kewajiban KONTRAKTOR menurut KONTRAK ini.

Apabila dalam suatu Tahun Kontrak, KONTRAKTOR melaksanakan pekerjaan melebihi yang dipersyaratkan pada Tahun Kontrak tersebut, KONTRAKTOR dapat memperhitungkan kelebihan pekerjaan tersebut pada Tahun-tahun Kontrak berikutnya.

KONTRAKTOR wajib menyerahkan jaminan pelaksanaan untuk kepentingan PEMERINTAH dalam hal ini Direktur Jenderal Minyak dan Gas Bumi sejumlah US\$ 1,500,000 (satu juta lima ratus ribu Dolar Amerika Serikat) terkait dengan kegiatan untuk 3 (tiga) Tahun Kontrak pertama sebagaimana diatur Pasal 4.2. Penyerahan jaminan pelaksanaan tersebut dilakukan paling lambat pada saat ditandatangani KONTRAK.

Nilai dari jaminan pelaksanaan akan dikurangi setiap tahunnya dengan mengurangi jumlah yang dimasukkan dalam Rencana Kerja dan Anggaran tahunan KONTRAKTOR yang disetujui SKK MIGAS.

Dalam hal KONTRAKTOR mengajukan permintaan perpanjangan Masa Eksplorasi setelah Tahun Kontrak keenam sebagaimana diatur pada Ayat 2.1.2 Bab II,

permintaan perpanjangan kepada SKK MIGAS tersebut harus dilengkapi dengan rencana eksplorasi tahunan yang diusulkan KONTRAKTOR sampai dengan akhir usulan perpanjangan Masa Eksplorasi yang diusulkan tersebut, dan

usulan rencana eksplorasi yang disebut dalam huruf (a) Pasal 4.4 harus memasukkan Rencana Kerja yang belum dapat diselesaikan pada Tahun Kontrak sebelumnya dan rencana kerja eksplorasi tambahan yang akan dilaksanakan pada masa perpanjangan Masa Eksplorasi.

Dalam hal SKK MIGAS menyetujui permohonan perpanjangan Masa Eksplorasi KONTRAKTOR sebagaimana dinyatakan dalam Pasal 4.4 di atas untuk jangka waktu lebih dari 2 (dua) Tahun, maka apabila pada akhir Tahun Kontrak ke-8 (kedelapan) KONTRAKTOR tidak dapat memenuhi Rencana Kerja yang diajukan untuk Tahun Kontrak ke-7 atau ke-8, yang dapat meliputi Rencana Kerja yang belum terlaksana pada 6 (enam) Tahun Kontrak sebelumnya dan dibawa untuk dilaksanakan sampai dengan akhir Tahun Kontrak ke-8 (kedelapan), maka dengan tidak mengenyampingkan hal-hal yang bertentangan, KONTRAK ini berakhir secara otomatis, dan KONTRAKTOR wajib segera mengembalikan seluruh sisa Wilayah Kerja kepada PEMERINTAH melalui SKK MIGAS setelah menerima pemberitahuan dari SKK MIGAS.

Paling lambat 3 (tiga) bulan sebelum permulaan tiap-tiap Tahun Kalender atau pada waktu lain yang disepakati oleh Para Pihak, KONTRAKTOR wajib menyiapkan dan menyerahkan Rencana Kerja dan Anggaran atas Biaya Operasi untuk Wilayah Kerja yang menjelaskan Operasi Minyak dan Gas Bumi yang diusulkan oleh

CONTRACTOR proposes to carry out during the ensuing Calendar Year.

KONTRAKTOR kepada SKK MIGAS untuk memperoleh persetujuan untuk dilaksanakan selama Tahun Kalender berikutnya.

Should SKK MIGAS wish to propose a revision as to certain specific features of said Work Program and Budget of Operating Costs, it shall within thirty (30) days after receipt thereof notify CONTRACTOR specifying in reasonable detail its reasons therefore. Promptly thereafter, the Parties will meet and endeavour to agree on the revisions proposed by SKK MIGAS. In any event, any portion of the Work Program as to which SKK MIGAS has not proposed a revision shall insofar as possible be carried out as prescribed herein.

Apabila SKK MIGAS bermaksud untuk mengusulkan perubahan pada Rencana Kerja dan Anggaran, SKK MIGAS harus memberitahukan kepada KONTRAKTOR dalam jangka waktu 30 (tiga puluh) hari setelah menerima Rencana Kerja dan Anggaran tersebut dengan memberikan alasan secara rinci. Selanjutnya, Para Pihak akan bertemu dan membicarakan usulan tersebut untuk mencapai kesepakatan. Dalam hal apapun, bagian dari Rencana Kerja yang tidak diajukan perubahannya oleh SKK MIGAS wajib dilaksanakan sebagaimana mestinya.

It is recognized by the Parties that the details of a Work Program may require changes in the light of existing circumstances and nothing herein contained shall limit the right of CONTRACTOR to make such changes, provided they do not change the general objective of the Work Program, nor increase the expenditures in the approved Budget of Operating Costs.

Para Pihak mengakui bahwa rincian dari suatu Rencana Kerja dimungkinkan untuk dilakukan perubahan sesuai dengan kondisi yang ada dan tidak ada ketentuan dalam KONTRAK ini yang membatasi KONTRAKTOR untuk melakukan perubahan tersebut, sepanjang tidak mengubah tujuan umum dari Rencana Kerja dan juga tidak menambah pengeluaran dari Anggaran Biaya Operasi yang telah disetujui.

It is further recognized that in the event of emergencies or extraordinary circumstances requiring immediate actions, either Party may take all actions it deems proper or advisable to protect its interests and those of its respective employees and any costs so incurred shall be included in the Operating Costs.

Selanjutnya juga diakui bahwa dalam hal keadaan darurat atau keadaan luar biasa yang memerlukan tindakan cepat, Pihak manapun dapat mengambil segala tindakan yang sesuai atau yang dapat dianjurkan untuk melindungi kepentingannya dan kepentingan para pekerjanya dan setiap biaya yang timbul akan dimasukkan sebagai Biaya Operasi.

SKK MIGAS agrees that the approval of a proposed Work Program and Budget of Operating Costs will not be unreasonably withheld.

SKK MIGAS sepakat bahwa persetujuan atas Rencana Kerja dan Anggaran tidak akan ditangguhkan tanpa adanya alasan yang wajar.

SECTION V

BAB V

RIGHTS AND OBLIGATIONS OF THE PARTIES

HAK DAN KEWAJIBAN PARA PIHAK

Subject to the provisions of Sub-sections 5.2.7 and 5.2.8 of Sub-section 5.2 herein below:

Dengan tunduk pada ketentuan Ayat 5.2.7 dan 5.2.8 dari Pasal 5.2 di bawah ini:

CONTRACTOR shall:

KONTRAKTOR wajib:

advance all necessary funds and purchase or lease all equipment, supplies and materials required to be purchased or leased with either Rupiah or Foreign Exchange pursuant to the Work Program;

menyediakan terlebih dahulu semua dana yang diperlukan dan membeli atau menyewa semua peralatan, perlengkapan dan bahan-bahan yang diperlukan untuk dibeli atau disewa dengan menggunakan mata uang Rupiah atau Valuta Asing berdasarkan Rencana Kerja;

furnish all technical aid, including foreign personnel, required for the performance of the Work Program, payment whereof requires Foreign Exchange;

menyediakan semua bantuan teknis, termasuk tenaga kerja asing yang diperlukan untuk melaksanakan Rencana Kerja yang pembayarannya dilakukan dengan Valuta Asing;

furnish such other funds for the performance of the Work Program that requires payment in Rupiah or Foreign Exchange, including payment to foreign third parties that perform service as a contractor to CONTRACTOR;

menyediakan dana lainnya untuk pelaksanaan Rencana Kerja yang mensyaratkan pembayaran dengan mata uang Rupiah atau Valuta Asing, termasuk pembayaran kepada pihak ketiga asing yang memberikan jasa sebagai kontraktor bagi KONTRAKTOR;

be responsible for the preparation and execution of the Work Program, which shall be implemented in a workmanlike manner and by appropriate scientific methods. In addition, CONTRACTOR

bertanggung jawab atas persiapan dan pelaksanaan Rencana Kerja yang wajib dilaksanakan dengan semestinya dan sesuai dengan kaidah-kaidah keteknikan yang baik. Disamping itu, dalam

shall, in conducting Petroleum Operations, implement the occupational health, safety & environmental protection standards applicable in oil and gas industry, take all reasonable and necessary precautions so as to prevent injury to or death of person and damage to environment and property, and comply with all applicable safety and environmental laws and regulations;

submit to SKK MIGAS and maintain regular reports, on the performance of this CONTRACT, including its operational, technical, safety and financial aspects thereof;

(a) conduct an environmental baseline assessment at the beginning of CONTRACTOR's activities; and thereafter conduct any obligation pursuant to applicable law requirements, such as analysis of environmental impact (AMDAL);

take the necessary precautions for protection of ecological systems, navigation and fishing and shall prevent extensive pollution of the area, sea or rivers and other as the direct result of Petroleum Operations undertaken under the Work Program;

subject to the provisions of paragraphs (e) and (f) of this Sub-section 5.2.6, upon the relinquishment of part of the Contract Area, or abandonment of any field, be responsible for the removal of all equipment and installations from such part of the Contract Area that is relinquished in a manner acceptable to SKK MIGAS and Government, and perform all necessary site restoration activities in accordance with the applicable government regulations to prevent hazards to human life and property of others or environment; provided however, if a third party appointed by Government takes over any Contract Area or any field prior to such relinquishment or abandonment, CONTRACTOR shall be released from its obligations for the removal of the equipment and installations and performance of the necessary site restoration activities of the field in such Contract Area. In such event the CONTRACTOR's right of control and utilization of all the accumulated fund reserved for the removal and restoration operations for such Contract Area deposited in the escrow account referred to in paragraph (e) of this Sub-section 5.2.6 shall be transferred to SKK MIGAS.

Thereafter, SKK MIGAS shall immediately transfer such CONTRACTOR's right of control and utilization of such accumulated fund to the third party appointed by Government as AARF for financing the eventual abandonment and site restoration by the third party appointed by Government to take over the Contract Area or field referred to above;

Include in the proposed annual Budget of Operating Costs, an estimate of the anticipated abandonment and site restoration costs for each exploratory well in the Work Program. All expenditures incurred by CONTRACTOR in the abandonment of all such wells and restoration of their drill sites shall be treated as

melaksanakan Operasi Minyak dan Gas Bumi, KONTRAKTOR wajib menerapkan standar keselamatan, kesehatan kerja, dan perlindungan lingkungan yang berlaku pada industri minyak dan gas bumi, melakukan seluruh tindakan pencegahan yang wajar dan diperlukan untuk mencegah cedera atau kematian seseorang dan kerusakan lingkungan hidup dan barang-barang hak milik, dan mematuhi semua ketentuan peraturan perundang-undangan keselamatan dan perlindungan lingkungan hidup yang berlaku;

menyampaikan kepada SKK MIGAS dan menyimpan laporan berkala mengenai pelaksanaan KONTRAK ini, termasuk aspek operasional, teknis, keselamatan dan keuangan;

(a) melakukan suatu kajian dasar kelayakan lingkungan (environmental baseline assessment) pada saat permulaan kegiatan KONTRAKTOR; dan setelah itu melakukan semua kewajiban sesuai hukum yang berlaku, seperti analisis mengenai dampak lingkungan (AMDAL);

melakukan tindakan pencegahan yang diperlukan untuk perlindungan sistem ekologi, navigasi dan perikanan dan wajib mencegah pencemaran yang dapat meluas atas wilayah daratan, laut atau sungai, dan lainnya sebagai akibat langsung dari Operasi Minyak dan Gas Bumi yang dilakukan berdasarkan Rencana Kerja;

dengan tunduk pada ketentuan butir (e) dan (f) Ayat 5.2.6 ini, setelah pengembalian sebagian dari Wilayah Kerja, atau abandonment suatu lapangan, bertanggung jawab untuk memindahkan semua peralatan dan instalasi-instalasi dari bagian Wilayah Kerja tersebut yang dikembalikan dengan cara yang dapat diterima oleh SKK MIGAS dan PEMERINTAH, dan melakukan seluruh kegiatan pemulihan lokasi yang diperlukan, sesuai dengan ketentuan perundang-undangan yang berlaku untuk mencegah bahaya terhadap kehidupan manusia dan harta benda pihak lain atau lingkungan, namun dengan ketentuan bahwa, jika pihak ketiga yang ditunjuk oleh PEMERINTAH mengambil alih suatu Wilayah Kerja atau lapangan sebelum daerah tersebut dikembalikan atau ditinggalkan (abandon), KONTRAKTOR harus dibebaskan dari kewajibannya untuk memindahkan instalasi dan peralatan serta melaksanakan kegiatan pemulihan lokasi yang diperlukan atas lapangan di Wilayah Kerja tersebut. Dalam hal itu, maka hak KONTRAKTOR untuk mengontrol dan menggunakan semua dana terkumpul yang akan digunakan untuk kegiatan pasca operasi dalam Wilayah Kerja tersebut yang disimpan dalam suatu rekening bersama (escrow account) sebagaimana dinyatakan dalam butir (e) Ayat 5.2.6 ini akan beralih kepada SKK MIGAS.

Setelahnya, SKK MIGAS akan dengan segera mengalihkan hak KONTRAKTOR tersebut untuk mengontrol dan menggunakan semua dana yang terkumpul kepada pihak ketiga yang ditetapkan oleh PEMERINTAH sebagai AARF untuk membiayai kegiatan pasca operasi (abandonment and site restoration) yang akan dilakukan oleh pihak ketiga yang ditunjuk oleh PEMERINTAH untuk mengambil alih Wilayah Kerja atau lapangan sebagaimana disebutkan di atas;

memasukkan ke dalam rencana Anggaran Biaya Operasi tahunan, suatu perkiraan biaya kegiatan pasca operasi (abandonment and site restoration) untuk setiap sumur eksplorasi dalam Rencana Kerja. Semua pengeluaran yang dikeluarkan oleh KONTRAKTOR dalam proses abandonment and site restoration seluruh sumur tersebut dan restorasi dari lokasi-lokasi pengeboran tersebut akan

Operating Costs in accordance with the Accounting Procedure attached hereto as Exhibit "C";

Include with requisite POD for each commercial discovery, an abandonment and site restoration program required after relinquishment of any part of Contract Area or abandonment of any Field together with a funding procedure for such program. The amount of monies estimated to be required for such abandonment and restoration program will be called "Abandonment and Restoration Funds" or "AARF" and shall be determined each Year in conjunction with the Budget of Operating Costs for the Plan of Development and Work Program and Budget of Operating Costs and be reviewed in the subsequent Years in accordance with Exhibit "C". All such amount of money which constitutes the AARF shall be deposited in an escrow account controlled by, and in a prime bank operated in Indonesia acceptable to, CONTRACTOR and SKK MIGAS, provided that the implementation of which shall be in accordance with the applicable regulations. Any amount deposited in the escrow account for the AARF shall be treated as Operating Costs in accordance with the Accounting Procedure attached hereto as Exhibit "C", and any interest earned therefrom shall become part of the AARF;

notwithstanding the foregoing, if for any reason CONTRACTOR (whether existing or its permitted assignees or transferees) is required by law or otherwise to remove the equipment and installations and perform the necessary abandonment and site restoration activities of the field in any part of Contract Area prior to the termination of this CONTRACT, CONTRACTOR may, with the approval of Government through SKK MIGAS, withdraw an amount of AARF required to conduct such abandonment and site restoration activities from the escrow account, which approval shall not be unreasonably withheld;

without prejudice to paragraph (c) of Sub-section 5.2.6, upon the expiration or termination of this CONTRACT, CONTRACTOR shall be responsible for conducting the abandonment and site restoration of the Contract Area, and for such purposes, CONTRACTOR may, with the approval of Government through SKK MIGAS, withdraw an amount of AARF required to conduct such abandonment and site restoration activities from the escrow account, which approval shall not be unreasonably withheld. In the event the remaining amount of AARF exceeds or does not suffice to finance the required abandonment and restoration, then such excess or shortage shall be credited or added to Operating Costs in accordance with the Accounting Procedure attached hereto as Exhibit "C";

have the right to sell, assign, transfer, convey or otherwise dispose of all or any part of its share of Participating Interest under this CONTRACT to any Affiliated Companies upon the prior written consent of Government through SKK MIGAS, which consent shall not be unreasonably withheld, provided that any assignee to whom such Participating Interest is assigned under any provision

dianggap sebagai Biaya Operasi sesuai dengan Prosedur Akuntansi yang terlampir pada KONTRAK ini sebagai Lampiran "C";

memasukkan ke dalam persyaratan POD untuk setiap penemuan komersial, program kegiatan pasca operasi (abandonment and site restoration) yang diperlukan setelah pengembalian sebagian Wilayah Kerja atau abandonment atas Lapangan manapun, termasuk prosedur pendanaan untuk program tersebut. Perkiraan jumlah dana yang diperlukan untuk program kegiatan pasca operasi (abandonment and site restoration) akan disebut sebagai "Dana Pasca Operasi (Abandonment and Restoration Fund)" atau ("AARF"), dan akan ditentukan setiap Tahun sesuai dengan Anggaran Biaya Operasi untuk POD dan Rencana Kerja dan Anggaran Biaya Operasi dan akan ditinjau ulang pada Tahun-tahun berikutnya sesuai dengan Lampiran "C". Semua dana yang termasuk AARF akan disimpan dalam suatu rekening penampungan yang dikendalikan oleh, dan pada suatu bank utama yang beroperasi di Indonesia yang dapat diterima oleh, KONTRAKTOR dan SKK MIGAS, dengan ketentuan bahwa penggunaan dana tersebut harus sesuai dengan ketentuan perundang-undangan yang berlaku. Jumlah apapun yang dimasukkan dalam rekening bersama untuk AARF akan dianggap sebagai Biaya Operasi sesuai dengan Prosedur Akuntansi yang terlampir pada KONTRAK ini sebagai Lampiran "C", dan bunga yang diperoleh darinya akan menjadi bagian dari AARF;

dengan tidak mengenyampingkan dari maksud ketentuan di atas, apabila untuk alasan apapun, KONTRAKTOR (baik yang sudah ada atau pihak yang ditunjuk atau yang menerima pengalihan yang diizinkan) diwajibkan oleh ketentuan perundang-undangan atau lainnya untuk memindahkan peralatan dan instalasi dan melaksanakan kegiatan kegiatan pasca operasi (abandonment and site restoration) yang diperlukan untuk lapangan di bagian manapun dari Wilayah Kerja sebelum diakhirinya KONTRAK ini, maka KONTRAKTOR dapat, dengan persetujuan PEMERINTAH melalui SKK MIGAS, mengambil sejumlah AARF yang diperlukan untuk melaksanakan kegiatan pasca operasi (abandonment and site restoration) dari rekening penampungan, yang mana persetujuan tersebut tidak akan ditunda tanpa alasan yang wajar;

tanpa mengurangi ketentuan butir (c) Ayat 5.2.6, setelah berakhirnya atau diakhirinya KONTRAK ini, KONTRAKTOR wajib bertanggung jawab untuk melaksanakan kegiatan pasca operasi (abandonment and site restoration) dari Wilayah Kerja, dan untuk tujuan tersebut, dengan persetujuan PEMERINTAH melalui SKK MIGAS, KONTRAKTOR dapat mengambil sejumlah AARF yang diperlukan untuk melaksanakan kegiatan pasca operasi (abandonment and site restoration) dari rekening bersama, yang mana persetujuan tersebut tidak akan ditunda tanpa alasan yang wajar. Dalam hal, jumlah AARF yang tersisa melebihi atau tidak mencukupi pembiayaan kegiatan pasca operasi (abandonment and site restoration) yang diperlukan, maka kelebihan atau kekurangan tersebut akan menjadi pengurang atau penambah Biaya Operasi sesuai Prosedur Akuntansi yang terlampir dalam KONTRAK ini sebagai Lampiran "C";

mempunyai hak untuk menjual, mengalihkan, memindahkan, menyerahkan atau melepaskan dengan cara lain seluruh atau sebagian dari Partisipasi Interesnya atas Kontrak ini kepada Perusahaan Afiliasi dengan persetujuan tertulis sebelumnya dari PEMERINTAH melalui SKK MIGAS dan, yang mana persetujuan tersebut tidak akan ditunda tanpa alasan yang wajar, dengan

of this CONTRACT shall not hold any Participating Interest in any other Production Sharing Contract or any other form of Cooperation Contract at any given time;

have the right to sell, assign, transfer, convey or otherwise dispose of all or any part of its share of Participating Interest under this CONTRACT to any non-Affiliated Companies upon the prior written consent of Government through SKK MIGAS, which consent shall not be unreasonably withheld, provided that any assignee to whom such Participating Interest is assigned under any provision of this CONTRACT shall not hold Participating Interest in any other Production Sharing Contract or any other form of Cooperation Contract at any given time; and provided further that during the first three (3) Contract Years, CONTRACTOR shall remain a majority holder (greater than 50%) of the Participating Interest and shall hold the operatorship of this CONTRACT;

undertake to notify and obtain the approval of Government through SKK MIGAS prior to any proposed direct or indirect Change of Control, which approval shall not be unreasonably withheld provided that CONTRACTOR shall continue to meet the qualifications as CONTRACTOR and to be fully liable in executing Petroleum Operations and the approved Work Program and Budget of Operating Costs under this CONTRACT;

any change of operatorship or Change of Control shall be executed without making any major modification of any existing standard, method, system, technology which may result in any material additional costs and expenses. CONTRACTOR shall not recover such material additional costs and/ or expenses, unless CONTRACTOR can demonstrate that any change proposed by CONTRACTOR shall improve efficiency and effectiveness and reduce overall Operating Costs; and such changes have been approved in writing by SKK MIGAS before the implementation thereof;

retain control of all leased property paid for with Rupiah and/ or Foreign Exchange and brought into Indonesia, and be entitled to freely remove the same from Contract Area;

have the right of ingress to and egress from the Contract Area and to and from facilities wherever located at all times;

have the right to use and have access through SKK MIGAS, and Government shall furnish all data and information of geological, geophysical, drilling, well, production in the Contract Area held by Government. All costs incurred in obtaining such data and information shall be provided by CONTRACTOR, and shall be included in Operating Costs;

submit through SKK MIGAS to Government copies of all such original geological, geophysical, drilling, well, and production data

syarat pihak yang menerima pengalihan Partisipasi Interes sesuai ketentuan KONTRAK ini tidak memegang Partisipasi Interes apapun dalam Kontrak Bagi Hasil atau bentuk Kontrak Kerja Sama lainnya dalam jangka waktu apapun;

mempunyai hak untuk menjual, mengalihkan, memindahkan, menyerahkan atau melepaskan dengan cara lain seluruh atau sebagian dari Partisipasi Interesnya atas Kontrak ini kepada Perusahaan non-Afiliasi dengan persetujuan tertulis sebelumnya dari PEMERINTAH melalui SKK MIGAS, yang mana persetujuan tersebut tidak akan ditunda tanpa alasan yang wajar, dengan syarat pihak yang menerima pengalihan Partisipasi Interes sesuai ketentuan KONTRAK ini tidak memegang Partisipasi Interes apapun dalam Kontrak Bagi Hasil atau bentuk Kontrak Kerja Sama lainnya dalam jangka waktu apapun; dan dengan ketentuan bahwa selama 3 (tiga) Tahun Kontrak pertama, KONTRAKTOR tetap menguasai Partisipasi Interes mayoritas (lebih dari 50%) dan tetap sebagai Operator dalam KONTRAK ini;

memberitahukan dan memperoleh persetujuan PEMERINTAH melalui SKK MIGAS sebelum terjadi Perubahan Pengendalian secara langsung maupun tidak langsung, yang mana persetujuan tersebut tidak akan ditunda tanpa alasan yang wajar, dengan syarat bahwa KONTRAKTOR wajib tetap memenuhi kualifikasi sebagai KONTRAKTOR dan bertanggung jawab penuh dalam melaksanakan Operasi Minyak dan Gas Bumi dan Rencana Kerja dan Anggaran Biaya Operasi yang disetujui berdasarkan KONTRAK ini;

setiap perubahan Operator atau Perubahan Pengendalian harus dilaksanakan dengan tidak melakukan perubahan besar atas standar, metode, sistem, teknologi yang sudah ada yang dapat mengakibatkan penambahan biaya dan pengeluaran yang material. KONTRAKTOR tidak dapat memperoleh kembali biaya dan pengeluaran tambahan yang material tersebut, kecuali KONTRAKTOR dapat menunjukkan bahwa perubahan yang diusulkan oleh KONTRAKTOR dapat meningkatkan efisiensi dan efektifitas serta mengurangi Biaya Operasi secara keseluruhan; dan perubahan tersebut telah memperoleh persetujuan tertulis dari SKK MIGAS sebelum dilaksanakan;

mempunyai hak menguasai seluruh peralatan yang disewa dengan mata uang Rupiah dan/atau Valuta Asing dan dibawa ke Indonesia, dan juga berhak untuk memindahkannya secara bebas dari Wilayah Kerja;

mempunyai hak untuk setiap saat keluar masuk secara leluasa dari dan ke Wilayah Kerja serta tempat dimana fasilitas berada pada setiap waktu;

mempunyai hak untuk menggunakan dan mengakses melalui SKK MIGAS, dan PEMERINTAH wajib menyediakan semua data dan informasi geologi, geofisika, pengeboran, sumur, produksi dan informasi lainnya yang dikuasai dalam Wilayah Kerja yang dimiliki oleh PEMERINTAH. Semua biaya yang dikeluarkan untuk mendapatkan data dan informasi tersebut harus disediakan oleh KONTRAKTOR, dan dibebankan sebagai Biaya Operasi;

menyerahkan kepada PEMERINTAH melalui SKK MIGAS seluruh salinan data asli geologi, geofisika, pemboran, sumur dan data

resulting from the Petroleum Operations conducted in the Contract Area and other data and reports as it may compile during the term hereof;

submit the original data as set forth in Sub-section 5.2.14 to Government through SKK MIGAS at the time when CONTRACTOR relinquishes all or a part of Contract Area, and CONTRACTOR may retain copies of the original data subject to approval by Government;

prepare and carry out plans and programs for industrial training and education of Indonesians for all job classifications with respect to Petroleum Operations contemplated hereunder;

have the right during the term hereof to freely lift, dispose of and export its share of Crude Oil, and retain abroad the proceeds obtained therefrom;

appoint an authorized representative (person or branch-office) with respect to this CONTRACT, who shall have an office in Jakarta;

after commercial production commences, fulfill its obligation towards the supply of the domestic market. CONTRACTOR agrees to sell and deliver to Government a portion of the share of Crude Oil, and to deliver and sell to domestic gas buyers, a portion of the share of Natural Gas, to which CONTRACTOR is entitled pursuant to Sub-sections 6.2.3 and 6.3.2 of Section VI calculated for each Year as follows:

For Crude Oil :

Compute twenty five percent (25%) of CONTRACTOR's entitlement as provided under Sub-section 6.2.3 of Section VI hereof multiplied by total quantity of Crude Oil produced from the Contract Area;

The price at which such Crude Oil be delivered and sold under this Sub-section 5.2.19 shall be twenty five percent (25%) of the price determined under Sub-section 6.2.2 of Section VI hereof, and CONTRACTOR shall not be obligated to transport such Crude Oil beyond the Point of Export but upon request CONTRACTOR shall assist in arranging transportation and such assistance shall be without costs or risk to CONTRACTOR;

In the case that the recoverable Operating Costs exceed the total sales proceeds from Crude Oil produced and saved hereunder after being deducted by the First Tranche Petroleum, the price at which such Crude Oil be delivered and sold under this Sub-section 5.2.19 shall be the price determined under Sub-section 6.2.2 of Section VI hereof;

Notwithstanding the foregoing, for the period of five (5) consecutive Years (meaning sixty (60) months) starting the month of the first delivery of Crude Oil produced and saved from each new Field in the Contract Area, the fee per Barrel for the quantity of Crude Oil supplied to the domestic market from each such Field shall be equal to the price determined in accordance with Section VI hereof for Crude Oil from such Field taken for the recovery of

produksi hasil Operasi Minyak dan Gas Bumi yang dilakukan di Wilayah Kerja serta data dan laporan lainnya yang dapat dikumpulkan selama jangka waktu KONTRAK;

menyerahkan data asli sebagaimana dimaksud dalam Ayat 5.2.14 kepada PEMERINTAH melalui SKK MIGAS pada saat KONTRAKTOR mengembalikan seluruh atau sebagian Wilayah Kerja, dan KONTRAKTOR dapat menyimpan salinan data asli tersebut dengan persetujuan PEMERINTAH;

menyiapkan dan melaksanakan rencana dan program pelatihan dan pendidikan bagi pekerja Indonesia untuk semua klasifikasi pekerjaan berkaitan dengan Operasi Minyak dan Gas Bumi yang tercantum dalam KONTRAK ini;

mempunyai hak, selama jangka waktu kontrak, untuk secara bebas mengambil, mengalihkan dan mengekspor Minyak Bumi yang menjadi bagian KONTRAKTOR dan menyimpan hasil penjualannya di luar negeri;

menunjuk perwakilan resmi (orang atau kantor cabang) yang diberi wewenang penuh dalam melaksanakan Kontrak ini, yang memiliki kantor di Jakarta;

setelah dimulainya produksi komersial, memenuhi kewajibannya dalam rangka pemenuhan kebutuhan pasar dalam negeri. KONTRAKTOR setuju untuk menjual dan menyerahkan kepada PEMERINTAH sebagian Minyak Bumi yang menjadi bagian KONTRAKTOR, dan untuk menjual dan menyerahkan kepada pembeli gas domestik, sebagian dari Gas Bumi yang menjadi bagian KONTRAKTOR, sesuai Ayat 6.2.3 dan 6.3.2 Bab VI yang dihitung setiap Tahun sebagai berikut :

Untuk Minyak Bumi

Menghitung 25% (dua puluh lima persen) dari bagian KONTRAKTOR sesuai Ayat 6.2.3 Bab VI dikalikan jumlah total Minyak Bumi yang dihasilkan dari Wilayah Kerja;

Harga Minyak Bumi yang akan diserahkan dan dijual sesuai Ayat 5.2.19 adalah 25% (dua puluh lima persen) dari harga yang ditetapkan dalam Ayat 6.2.2 Bab VI, dan KONTRAKTOR tidak berkewajiban untuk mengangkut Minyak Bumi di luar Titik Ekspor tetapi apabila diminta, KONTRAKTOR akan membantu dalam mengatur pengangkutan dan bantuan tersebut tidak akan menjadi beban biaya atau risiko KONTRAKTOR;

Dalam hal Biaya Operasi yang dapat dikembalikan melebihi jumlah hasil penjualan Minyak Bumi yang diproduksi dan disimpan setelah dikurangi First Tranche Petroleum, harga Minyak Bumi yang akan diserahkan dan dijual berdasarkan Ayat 5.2.19 adalah harga yang akan ditentukan berdasarkan Ayat 6.2.2 Bab VI KONTRAK ini;

Dengan tidak mengenyampingkan ketentuan-ketentuan di atas, untuk jangka waktu 5 (lima) Tahun berturut-turut (yaitu 60 (enam puluh) bulan) terhitung mulai bulan pertama Minyak Bumi diproduksi dan disimpan dari masing-masing Lapangan baru di Wilayah Kerja, harga per barel untuk jumlah Minyak Bumi yang disediakan untuk memenuhi kebutuhan pasar dalam negeri dari masing-masing Lapangan tersebut adalah sama dengan harga yang

Operating Costs. The proceeds in excess of the aforesaid twenty five percent (25%) shall preferably be used to assist financing of continued exploration efforts by CONTRACTOR in the Contract Area or in other areas of the Republic of Indonesia if such opportunity exists. In case no such opportunity can be demonstrated to exist in accordance with good oil field practices, CONTRACTOR shall be free to use such proceeds at its own discretion;

For Natural Gas :

For every new reservoir of Natural Gas discovered in the period following the Effective Date which can be produced commercially, CONTRACTOR shall fulfil its obligation towards the supply of the domestic market as set out below:

Upon the discovery of a new reservoir of Natural Gas following the Effective Date, CONTRACTOR shall notify Government regarding such discovery;

Following such notification as stipulated in paragraph (a) above the Parties shall agree on the quantity of proven reserves of Natural Gas in the discovered reserves;

Within the period of one (1) Year following agreement by the Parties on the quantity of proven reserves as stipulated in (b) above, Government shall give the opportunity for domestic buyer to purchase such Natural Gas as calculated in Sub-section 5.2.19 (ii)(g);

Not later than three (3) months following the expiration of one (1) Year period stipulated in paragraph (c) above, Government shall notify CONTRACTOR concerning the condition of domestic market demand;

In case that in the period as stipulated in paragraph (d) above, Government notifies CONTRACTOR of the existence of potential domestic gas buyer, CONTRACTOR shall enter into negotiations with such potential domestic gas buyer for the sale of the domestic market quantity as stipulated in this Sub-section 5.2.19;

In case that in the period as stipulated in paragraph (d) above Government does not notify CONTRACTOR of the existence of potential domestic gas buyer or the negotiation as stipulated in paragraph (e) above fail, CONTRACTOR shall request the approval of Government to market and sell the domestic market such quantity of Natural Gas in the international market;

The quantity of Natural Gas which CONTRACTOR shall be obligated to supply for the consumption of domestic market shall be calculated as follows:

ditentukan sesuai dengan Bab VI yaitu untuk Minyak Bumi yang berasal dari Lapangan tersebut yang diambil untuk pengembalian Biaya Operasi. Pendapatan yang melebihi dari 25% (dua puluh lima persen) seperti yang ditentukan sebelumnya akan digunakan untuk membantu pembiayaan kegiatan eksplorasi dan pengembangan selanjutnya di Wilayah Kerja atau wilayah lain di Republik Indonesia oleh KONTRAKTOR, jika kesempatan tersebut ada. Dalam hal kesempatan tersebut dapat dibuktikan tidak ada sesuai dengan kaidah keteknikan yang baik, maka KONTRAKTOR bebas untuk menggunakan hasil dimaksud sesuai kebijakannya;

Untuk Gas Bumi

Untuk setiap reservoir Gas Bumi baru yang ditemukan setelah Tanggal Efektif yang dapat diproduksi secara komersial, KONTRAKTOR wajib memenuhi kewajibannya dalam pemenuhan kebutuhan pasar dalam negeri sebagaimana disebutkan di bawah ini:

Dalam hal ditemukan reservoir Gas Bumi baru setelah Tanggal Efektif, KONTRAKTOR wajib memberitahukan kepada PEMERINTAH mengenai penemuan tersebut;

Setelah pemberitahuan sebagaimana tersebut pada butir (a) di atas, Para Pihak akan menyetujui jumlah cadangan terbukti (proven reserves) Gas Bumi yang ditemukan dalam Wilayah Kerja;

dalam jangka waktu 1 (satu) Tahun sejak persetujuan Para Pihak terhadap jumlah cadangan terbukti sebagaimana tersebut dalam butir (b) di atas, PEMERINTAH akan memberikan kesempatan kepada calon pembeli dalam negeri untuk membeli Gas Bumi sebagaimana dihitung berdasarkan Ayat 5.2.19 (ii)(g);

Dalam jangka waktu paling lama 3 (tiga) bulan setelah berakhirnya batas waktu 1 (satu) Tahun sebagaimana dimaksud dalam butir (c) di atas, PEMERINTAH wajib menyampaikan pemberitahuan kepada KONTRAKTOR mengenai kondisi kebutuhan pasar dalam negeri;

Jika dalam jangka waktu sebagaimana dimaksud dalam butir (d) di atas, PEMERINTAH memberitahukan kepada KONTRAKTOR mengenai adanya calon pembeli gas dalam negeri, maka KONTRAKTOR wajib bernegosiasi dengan calon pembeli gas tersebut untuk penjualan jumlah kewajiban pemenuhan pasar dalam negeri sebagaimana tersebut pada Ayat 5.2.19;

Jika dalam jangka waktu sebagaimana dimaksud dalam butir (d) di atas, PEMERINTAH tidak memberitahukan kepada KONTRAKTOR mengenai adanya calon pembeli gas dalam negeri atau negosiasi sebagaimana dijelaskan dalam butir (e) di atas gagal, maka KONTRAKTOR akan meminta persetujuan PEMERINTAH untuk memasarkan dan menjual jumlah Gas Bumi tersebut di pasar internasional;

Jumlah Gas Bumi yang wajib disediakan untuk pemenuhan kebutuhan pasar dalam negeri oleh KONTRAKTOR ditentukan dengan cara sebagai berikut:

computing twenty five percent (25%) of the quantity of Natural Gas proven reserves in the newly discovered reservoir in the Contract Area.

multiply the amount stipulated in (i) with the percentage of CONTRACTOR's entitlement provided under Sub-section 6.3.2 of Section VI hereof.

CONTRACTOR shall not be obligated to transport such Natural Gas beyond the Point of Export but upon request of SKK MIGAS, CONTRACTOR shall assist in arranging transportation and such assistance shall be without costs or risk to CONTRACTOR;

notwithstanding the foregoing, CONTRACTOR recognizes Government policy to at any time satisfy domestic consumption to its maximum. The Parties however agree that such policy shall not be implemented as to prevent or impede CONTRACTOR from fulfilling its obligations pursuant to any existing commitment / agreement to sell Natural Gas to a third party; or to materially erode the agreed economic of the gas project;

give preference to such goods and services, which are produced in Indonesia or rendered by Indonesian nationals, provided such goods and services are offered at equally advantageous conditions with regard to quality, price, availability at the time and in the quantities required;

furnish such other funds and be responsible to conduct community development programs relating to the community surrounding and/or adjacent to the Contract Area during the term of this CONTRACT. Subject to Exhibit "C", the expenditure required for performing such development programs shall be for the account of CONTRACTOR;

severally be subject to and pay to the Government of the Republic of Indonesia the income tax and the final tax on profits after tax deduction if applicable, imposed on it pursuant to applicable Indonesia Income Tax Law, and comply with the requirements of the tax law in particular with respect to filing of returns, assessment of tax, and keeping and showing of books and record;

In the event that the Government of the Republic Indonesia requires crude oil and/or natural gas to fulfil domestic demand, payment of income tax may be made in kind.

As for the fulfilment of the obligation to pay the income tax described above, a crude oil and natural gas proforma income tax statement and a crude oil and natural gas income tax statement will be issued, which mechanism will be carried out in accordance with the prevailing regulations.

except as set out in Sub-section 5.2.25, be subject to and pay indirect tax(es) and other tax(es) and retribution imposed by the

menghitung 25% (dua puluh lima persen) dari jumlah cadangan terbukti (proven reserves) Gas Bumi dari reservoir yang baru ditemukan di Wilayah Kerja.

mengalikan jumlah sebagaimana dimaksud pada butir (i) dengan persentase dari bagian KONTRAKTOR sesuai Ayat 6.3.2 Bab VI KONTRAK ini.

KONTRAKTOR tidak berkewajiban untuk mengangkut Gas Bumi di luar Titik Ekspor tetapi apabila diminta oleh SKK MIGAS, KONTRAKTOR akan membantu dalam mengatur pengangkutan dan bantuan dimaksud tidak akan menjadi beban biaya atau risiko KONTRAKTOR;

dengan tidak mengenyampingkan ketentuan di atas, KONTRAKTOR tunduk pada kebijakan PEMERINTAH untuk sewaktu-waktu memenuhi kebutuhan dalam negeri secara maksimal. Namun Para Pihak sepakat bahwa kewajiban untuk pemenuhan pasar dalam negeri tidak akan menghalangi atau mengganggu kewajiban KONTRAKTOR untuk memenuhi kewajibannya terhadap suatu komitmen/perjanjian penjualan Gas Bumi kepada pihak ketiga; atau mengurangi secara material keekonomian proyek gas yang telah disepakati;

mengutamakan pemanfaatan barang dan jasa yang diproduksi di Indonesia atau yang dilakukan oleh Warga Negara Indonesia, dengan ketentuan bahwa barang dan jasa tersebut ditawarkan dalam kondisi keunggulan yang sama sehubungan dengan kualitas/mutu, harga, ketersediaan barang dan jasa pada saat dan dalam jumlah yang diperlukan.

menyediakan dana lainnya dan bertanggung jawab dalam menyelenggarakan program pengembangan masyarakat sekitar dan/atau yang berdekatan dengan Wilayah Kerja selama jangka waktu KONTRAK ini. Dengan tunduk pada Lampiran "C", biaya yang dibutuhkan untuk melaksanakan program pengembangan masyarakat tersebut atas beban KONTRAKTOR;

secara terpisah tunduk pada dan akan membayar kepada Pemerintah Republik Indonesia, pajak penghasilan dan pajak final atas keuntungan setelah pengurangan pajak, apabila ada, yang dibebankan kepadanya sesuai dengan Undang-undang Pajak Penghasilan Indonesia dan tunduk pada persyaratan dari hukum pajak khususnya mengenai pengisian surat pemberitahuan (SPT) pajak, penghitungan pajak, pembukuan dan pencatatan;

Dalam hal Pemerintah Republik Indonesia membutuhkan minyak bumi dan/atau gas bumi untuk keperluan pemenuhan kebutuhan dalam negeri, maka pembayaran pajak penghasilan dapat dilakukan dalam bentuk natura (in-kind).

Atas pemenuhan kewajiban pajak penghasilan sebagaimana dimaksud di atas, akan diterbitkan surat ketetapan pembayaran pajak penghasilan minyak bumi dan gas bumi sementara dan surat ketetapan pajak minyak bumi dan gas bumi yang perhitungan, tata cara pembayarannya, dan penerbitannya akan dilaksanakan sesuai dengan peraturan yang berlaku.

kecuali disebutkan dalam Ayat 5.2.25, tunduk dan membayar pajak(-pajak) tidak langsung, serta pajak(-pajak) dan retribusi

local government of the Republic of Indonesia in the Contract Area. Such payments shall be treated as Operating Costs in accordance with the Accounting Procedure attached hereto as Exhibit "C".

be relieved from import duties and taxes on materials, equipment and supplies imported for exploration and exploitation activities in connection with Petroleum Operations;

comply with all applicable laws of the Republic of Indonesia. It is also understood that the execution of the Work Program shall be exercised so as not to conflict with obligations imposed on Government of the Republic of Indonesia by international laws;

not disclose any geological, geophysical, petrophysical, engineering, well and completion logs, status reports and any other data as CONTRACTOR may compile during the term hereof to third parties without Government's written consent. This subsection shall survive the life of this CONTRACT for the period of time pursuant to the applicable laws and regulations; and

secure and maintain sufficient insurance during the term of this CONTRACT, including on all facilities, materials, equipment's, supplies, Petroleum produced and kept in storage before delivery. Without prejudice to the right of the insurance companies to reinsure the risks to reputable international re-insurance companies, all policies for such insurance shall be effected with reputable insurers established and doing business in Indonesia on terms and conditions as SKK MIGAS may approve, which approval shall not be unreasonably withheld. The policy shall provide that SKK MIGAS is also named as co-insured. CONTRACTOR shall obtain waivers of subrogation in favor of Government and SKK MIGAS and their respective officers, directors, employees, servants, agents, consultant and appointed representatives.

SKK MIGAS shall:

have and be responsible for the management of the operations contemplated hereunder, however, SKK MIGAS shall assist CONTRACTOR with a view to the fact that CONTRACTOR is responsible for the Work Program.

In performing its management function contemplated in this Sub-section 5.3.1, SKK MIGAS shall have the right to review the reasonableness of the work programs, budget, costs and expenses and the appropriateness of any technical, methods, system, standards proposed by CONTRACTOR in relation to POD, Work Program, and/or Budget of Operating Costs. Notwithstanding any review made and approval granted by SKK MIGAS, CONTRACTOR shall remain responsible for the execution of Petroleum Operations in compliance with the requirements of this CONTRACT and Indonesian law;

not be obliged to pay CONTRACTOR's income tax including the final tax on profits after tax deduction nor taxes on tobaccos, liquor, income tax of any CONTRACTOR's contractors; income tax of any

daerah lainnya yang dibebankan oleh pemerintah daerah Republik Indonesia pada Wilayah Kerja. Pembayaran tersebut akan dianggap sebagai Biaya Operasi sesuai dengan Prosedur Akuntansi yang terlampir pada KONTRAK ini sebagai Lampiran "C".

dibebaskan dari pemungutan bea masuk dan pajak dalam rangka impor atas bahan-bahan, barang dan peralatan yang digunakan dalam Operasi Minyak dan Gas Bumi pada kegiatan eksplorasi dan eksploitasi;

tunduk pada seluruh hukum Republik Indonesia yang berlaku. Dapat juga dimengerti bahwa pelaksanaan Rencana Kerja akan dilaksanakan sedemikian rupa sehingga tidak bertentangan dengan kewajiban yang ditentukan oleh Pemerintah Republik Indonesia atas dasar hukum Internasional;

tidak mengungkapkan data geologi, geofisika, petrofisika, perekayasa, well and completion logs, laporan-laporan status serta data lainnya yang dikumpulkan KONTRAKTOR selama jangka waktu KONTRAK kepada pihak ketiga tanpa persetujuan tertulis dari PEMERINTAH. Ketentuan ini tetap berlaku walaupun KONTRAK ini telah berakhir selama jangka waktu yang ditentukan berdasarkan peraturan perundang-undangan; dan

memperoleh dan mem-pertahankan keberlakuan asuransi yang mencukupi selama jangka waktu KONTRAK ini, termasuk untuk semua fasilitas, material, peralatan, Minyak dan Gas Bumi yang diproduksi dan disimpan sebelum penyerahan. Dengan tidak mengurangi hak perusahaan asuransi untuk melakukan re-asuransi risiko kepada perusahaan re-asuransi internasional yang kompeten, semua polis asuransi tersebut harus diberlakukan dengan perusahaan asuransi yang memiliki reputasi baik, yang didirikan dan beroperasi di Indonesia dengan syarat dan ketentuan yang disetujui SKK MIGAS, yang mana persetujuan tersebut tidak akan ditunda tanpa alasan yang wajar. Polis tersebut harus menyatakan bahwa SKK MIGAS sebagai pihak turut bertanggung (co-insured). KONTRAKTOR wajib memperoleh hak subrogasi bagi PEMERINTAH dan SKK MIGAS serta masing-masing pejabat, direktur, pekerja, agen, konsultan dan perwakilan yang ditunjuk.

SKK MIGAS wajib :

memiliki dan bertanggung jawab atas manajemen operasi dan membantu, serta memberikan konsultasi kepada KONTRAKTOR berkaitan dengan Rencana Kerja yang merupakan tanggung jawab KONTRAKTOR.

Dalam melaksanakan fungsi manajemen sebagaimana dimaksud dalam Ayat 5.3.1 ini, SKK MIGAS memiliki hak untuk memeriksa kelayakan rencana kerja, anggaran, biaya dan pengeluaran dan kepatutan dari semua ketentuan teknis, metode, sistem, standar yang diajukan oleh KONTRAKTOR sehubungan dengan POD, Rencana Kerja, dan/atau Anggaran Biaya Operasi. Dengan tidak mengenyampingkan dari pemeriksaan yang dilakukan oleh dan persetujuan yang diberikan oleh SKK MIGAS, KONTRAKTOR tetap bertanggung jawab atas pelaksanaan Operasi Minyak dan Gas Bumi sesuai ketentuan KONTRAK ini dan hukum Indonesia;

tidak diwajibkan untuk membayar pajak penghasilan KONTRAKTOR termasuk pajak final atas penghasilan kena pajak setelah dikurangi pajak, maupun pajak tembakau, pajak minuman keras, semua pajak penghasilan sub-kontraktor; pajak penghasilan

personnel of CONTRACTOR and its contractors, and other taxes not listed above.

karyawan KONTRAKTOR dan sub-kontraktornya, serta pajak lainnya yang tidak disebutkan di atas.

otherwise assist and expedite CONTRACTOR's execution of the Work Program by providing facilities, supplies and personnel including, but not limited to, supplying or otherwise making available all necessary visas, work permits, transportation, security protection and rights of way and easements as may be requested by CONTRACTOR and made available from the resources of SKK MIGAS. In the event such facilities, supplies or personnel are not readily available, then SKK MIGAS shall promptly secure the use of such facilities, supplies and personnel from alternative sources. Expenses thus incurred by SKK MIGAS at CONTRACTOR's request shall be reimbursed to SKK MIGAS by CONTRACTOR and included in the Operating Costs. Such reimbursement will be made in United States Dollars computed at the rate of exchange at the time of conversion.

membantu dan memperlancar pelaksanaan Rencana Kerja KONTRAKTOR dengan menyediakan fasilitas, barang-barang persediaan dan personil, termasuk tetapi tidak terbatas pada menyediakan atau mengadakan visa, ijin kerja, transportasi, perlindungan keamanan, dan hak jalur (ROW) serta kemudahan-kemudahan yang diminta oleh KONTRAKTOR dengan menyediakannya dari sumber-sumber di bawah pengawasan SKK MIGAS. Apabila fasilitas, barang-barang persediaan atau personil tersebut tidak tersedia, maka SKK MIGAS segera mengadakan fasilitas, barang-barang persediaan dan personil dari sumber lain. Pengeluaran yang ditimbulkan oleh SKK MIGAS atas permintaan KONTRAKTOR tersebut akan dibayarkan kembali kepada SKK MIGAS oleh KONTRAKTOR dan dibebankan dalam Biaya Operasi. Pengembalian tersebut dengan menggunakan mata uang Dolar Amerika Serikat dihitung pada nilai tukar terakhir pada waktu konversi.

CONTRACTOR shall advance to SKK MIGAS before the beginning of each annual Work Program a minimum amount of for the purpose of enabling SKK MIGAS to meet Rupiah expenditures incurred pursuant to this Sub-section 5.3.3, provided that the balance of any unexpended amount shall be returned to CONTRACTOR upon termination of this CONTRACT as stipulated in Section XIII.

KONTRAKTOR wajib menempatkan dana di SKK MIGAS sebelum dimulainya setiap Rencana Kerja tahunan minimum senilai untuk keperluan SKK MIGAS memenuhi pengeluaran dalam mata uang Rupiah yang timbul berkaitan dengan Ayat 5.3.3 ini, dengan ketentuan bahwa jumlah yang tidak digunakan akan dikembalikan kepada KONTRAKTOR setelah berakhirnya KONTRAK ini sebagaimana tercantum dalam Bab XIII.

If at any time during the annual Work Program period the minimum amount advanced under this Sub-section 5.3.3 has been fully expended, separate additional advance payment as may be necessary to provide for the Rupiah expenses estimated to be incurred by SKK MIGAS during the balance of such annual Work Program period will be made. If any amount advanced hereunder is not expended by SKK MIGAS by the end of an annual Work Program period, such unexpended amount shall be credited against the minimum amount to be advanced pursuant to this Sub-section 5.3.3 for the succeeding annual Work Program period;

Jika pada setiap saat selama periode Rencana Kerja tahunan jumlah minimum dana yang ditempatkan sesuai Ayat 5.3.3 ini telah digunakan seluruhnya, dana tambahan yang terpisah yang mungkin diperlukan untuk persediaan kebutuhan dalam mata uang Rupiah yang diperkirakan akan dikeluarkan oleh SKK MIGAS selama sisa periode Rencana Kerja tahunan akan ditempatkan lagi sebesar kekurangan tersebut. Jika terdapat dana yang tidak digunakan oleh SKK MIGAS sampai pada akhir periode Rencana Kerja tahunan, maka sisa dana tersebut akan diperhitungkan pada jumlah minimum yang akan ditempatkan sesuai Ayat 5.3.3 ini untuk periode Rencana Kerja tahunan berikutnya;

ensure that at all times during the term hereof sufficient Rupiah funds shall be available to cover the Rupiah expenditure necessary for the execution of the Work Program;

memastikan bahwa pada setiap saat selama jangka waktu KONTRAK tersedia dana dalam mata uang Rupiah yang cukup untuk menutupi pengeluaran dalam mata uang Rupiah yang diperlukan untuk pelaksanaan Rencana Kerja;

with the agreement of CONTRACTOR, approve the usage of assets by third parties to the extent that it does not interfere with CONTRACTOR's performance of the Petroleum Operations. Notwithstanding the foregoing SKK MIGAS shall have the right to propose or facilitate the utilization of any assets controlled by CONTRACTOR by another contractor of SKK MIGAS under a cooperation contract contemplated by Law Number. 22/2001, for efficiency or optimum utilization of such asset, provided that the other contractor wishing to utilize such asset is willing to compensate in a reasonable amount approved by SKK MIGAS and to indemnify and hold harmless SKK MIGAS and CONTRACTOR from any losses, claims or damages arising from the third party use of such assets and provided further that the amount received by CONTRACTOR shall be credited to CONTRACTOR's Operating Costs

dengan persetujuan KONTRAKTOR, menyetujui penggunaan aset oleh pihak ketiga sepanjang tidak mengganggu pelaksanaan Operasi Minyak dan Gas Bumi yang dilakukan oleh KONTRAKTOR. Dengan tidak mengenyampingkan hal di atas, SKK MIGAS memiliki hak untuk mengajukan atau memfasilitasi penggunaan aset apapun yang dikuasai oleh KONTRAKTOR kepada kontraktor lainnya yang memiliki kontrak kerja sama dengan SKK MIGAS sesuai Undang-undang Nomor. 22/2001, untuk efisiensi dan mengoptimasi penggunaan aset tersebut, sepanjang kontraktor lainnya yang berkeinginan untuk menggunakan aset tersebut bersedia untuk memberikan kompensasi dalam jumlah yang wajar yang disetujui oleh SKK MIGAS dan menjamin dan membebaskan SKK MIGAS dan KONTRAKTOR dari kerugian, klaim atau kerusakan apapun yang muncul akibat penggunaan aset tersebut oleh pihak

or shared between SKK MIGAS and CONTRACTOR pursuant to Sub-section 6.2.3 or Sub-section 6.3.2, whichever is applicable; and

not disclose all original data resulting from Petroleum Operations including but not limited to geological, geophysical, petrophysical, engineering, well and completion logs, status reports and any other data as CONTRACTOR may compile during the term hereof to third parties without informing CONTRACTOR and getting the consent of CONTRACTOR for disclosure of such data.

ketiga dengan memperhatikan bahwa jumlah yang diperoleh KONTRAKTOR akan menjadi pengurang Biaya Operasi KONTRAKTOR atau dibagi antara SKK MIGAS dan KONTRAKTOR sesuai Ayat 6.2.3 atau Ayat 6.3.2, mana yang berlaku; dan

tidak mengungkapkan seluruh data asli yang dihasilkan dari Operasi Minyak dan Gas Bumi termasuk tetapi tidak terbatas pada data geologi, geofisika, petrofisika, perekayasa, well and completion logs, laporan-laporan status dan data lainnya yang dikumpulkan oleh KONTRAKTOR selama jangka waktu KONTRAK kepada pihak ketiga tanpa memberitahukan KONTRAKTOR dan memperoleh persetujuan terlebih dahulu dari KONTRAKTOR atas pengungkapan data tersebut.

Government of the Republic of Indonesia will ensure that the terms under which the CONTRACTOR's obligations under this CONTRACT shall apply are the laws and regulations which are in effect as of the Effective Date. And thereby Government of the Republic of Indonesia will ensure that SKK MIGAS is in position to fully execute the CONTRACT.

Pemerintah Republik Indonesia akan memastikan bahwa ketentuan yang mendasari diterapkannya kewajiban KONTRAKTOR berdasarkan KONTRAK ini adalah peraturan perundang-undangan yang berlaku pada Tanggal Efektif. Dan oleh karena itu Pemerintah Republik Indonesia akan memastikan bahwa SKK MIGAS berwenang melaksanakan KONTRAK ini secara penuh.

SECTION VI

BAB VI

RECOVERY OF OPERATING COSTS AND HANDLING OF PRODUCTION

PENGEMBALIAN BIAYA OPERASI

DAN PENANGANAN PRODUKSI

RECOVERY OF OPERATING COSTS

PENGEMBALIAN BIAYA OPERASI

CONTRACTOR will recover Operating Costs out of the sales proceeds or other disposition of the required quantity of Petroleum equal in value to such Operating Costs, which is produced and saved hereunder and not used in Petroleum Operations in the manner specified in Sub-section 6.1.2 below. The Operating Costs shall be available as a deduction for the purposes of CONTRACTOR's tax filing and calculating CONTRACTOR's taxable income.

KONTRAKTOR akan memperoleh kembali penggantian atas Biaya Operasi dengan diambilkan dari hasil penjualan atau penyerahan lainnya dari jumlah Minyak dan Gas Bumi senilai dengan Biaya Operasi, yang diproduksi dan disimpan berdasarkan KONTRAK ini dan tidak digunakan dalam Operasi Minyak dan Gas Bumi sebagaimana dijelaskan dalam Ayat 6.1.2 di bawah. Biaya Operasi dapat digunakan sebagai pengurang penghasilan dalam menghitung penghasilan kena pajak KONTRAKTOR.

The right of CONTRACTOR to recover Operating Costs referred to in Sub-section 6.1.1 above shall be subject to the following:

Hak KONTRAKTOR untuk memperoleh kembali Biaya Operasi sebagaimana dimaksud dalam Ayat 6.1.1 di atas tunduk pada ketentuan sebagai berikut:

CONTRACTOR may recover Operating Costs only out of Petroleum commercially produced from a particular Field or Fields which is approved based on a particular POD.

KONTRAKTOR dapat memperoleh kembali Biaya Operasi hanya dari Minyak dan Gas Bumi yang diproduksi secara komersial dari Lapangan atau Lapangan-lapangan tertentu yang disetujui dalam suatu POD tertentu.

The Operating Costs that may be recovered from the Petroleum produced from a particular Field or Fields approved by a particular POD shall consist of the following:

Biaya Operasi yang dapat diperoleh kembali dari Minyak dan Gas Bumi yang diproduksi dari Lapangan atau Lapangan-lapangan tertentu yang disetujui dalam suatu POD terbagi menjadi:

The Exploratory Expenditures defined in Sub-section 2.2.4 of Exhibit C incurred by CONTRACTOR for the conduct of exploration activities within the Contract Area prior to the date of approval of the POD for such Field or Fields, provided that such Exploratory Expenditures have not been included under the Field(s) previously approved by a particular POD.

All Capital Costs and Non Capital Costs other than the Exploratory Expenditures referred to in paragraph (1) of this Sub-section 6.1.2 (b) incurred by CONTRACTOR for the conduct of Petroleum Operations in the relevant Field.

CRUDE OIL

CONTRACTOR is authorized by SKK MIGAS and obligated to market all Crude Oil produced and saved from the Contract Area subject to the provisions hereinafter set forth.

Except as provided in Section VII Sub-sections 7.1.4 and 7.1.5, CONTRACTOR shall be entitled to take and receive and freely export such Crude Oil. For purposes of determining the quantity of Crude Oil delivered to CONTRACTOR required to recover said Operating Costs, the weighted average price of all Crude Oil produced and sold from the Contract Area during the Calendar Year will be used, excluding however deliveries made pursuant to Sub-section 5.2.19 of Section V. If, in any Calendar Year, the Operating Costs exceed the value of the Crude Oil produced and saved hereunder and not used in Petroleum Operations, then the unrecovered excess shall be recovered in succeeding Years.

Of the Crude Oil remaining after the deduction of FTP referred to in Sub-section 6.4 and the recovery of Operating Costs referred to in Sub-section 6.1.2, SKK MIGAS and CONTRACTOR shall be entitled to take and receive each Year, respectively% for SKK MIGAS and% for CONTRACTOR.

Title to CONTRACTOR's portion of Crude Oil under Sub-section 6.2.3 as well as to such portion of Crude Oil exported and sold to recover Operating Costs shall pass to CONTRACTOR at the Point of Export, or, in the case of Crude Oil delivered to Government pursuant to Sub-section 5.2.19 or otherwise, at the point of delivery.

CONTRACTOR will use its best reasonable efforts to market the Crude Oil to the extent markets are available.

Notwithstanding the foregoing, either Party shall be entitled to take and receive their respective portion in kind. If CONTRACTOR is required to market SKK MIGAS' portion of Crude Oil, then all proceeds resulting therefrom shall be deposited or caused to be deposited by CONTRACTOR to Government of Republic of Indonesia bank account in Indonesia notified by SKK MIGAS to CONTRACTOR from time to time.

If SKK MIGAS elects to take any of its portion of Crude Oil in kind, it shall so advise CONTRACTOR in writing not less than ninety (90) days prior to the commencement of each semester of each

Pengeluaran Kegiatan Eksplorasi sebagaimana dijelaskan dalam Ayat 2.2.4 dari Lampiran C yang dikeluarkan KONTRAKTOR untuk melaksanakan kegiatan eksplorasi dalam Wilayah Kerja sebelum tanggal persetujuan POD untuk suatu Lapangan atau Lapangan-lapangan tersebut, dengan syarat Pengeluaran Kegiatan Eksplorasi tersebut tidak dimasukkan dalam Lapangan (-lapangan) yang telah disetujui sebelumnya dalam suatu POD tertentu.

Semua Biaya Kapital dan Non-Kapital selain Pengeluaran Kegiatan Eksplorasi dalam butir (1) Ayat 6.1.2 (b) yang dikeluarkan KONTRAKTOR untuk penyelenggaraan Operasi Minyak dan Gas Bumi pada Lapangan yang bersangkutan.

MINYAK BUMI

KONTRAKTOR diberi kewenangan oleh SKK MIGAS dan diwajibkan untuk memasarkan seluruh Minyak Bumi yang diproduksi dan disimpan dari Wilayah Kerja berdasarkan ketentuan dalam KONTRAK ini.

Kecuali sebagaimana diatur dalam Bab VII Ayat 7.1.4 dan 7.1.5, KONTRAKTOR berhak untuk mengambil dan menerima serta bebas untuk mengekspor Minyak Bumi tersebut. Untuk tujuan penentuan jumlah Minyak Bumi yang diserahkan kepada KONTRAKTOR yang diperlukan untuk mengembalikan Biaya Operasi tersebut, harga rata-rata tertimbang seluruh Minyak Bumi yang diproduksi dan dijual dari Wilayah Kerja selama Tahun Kalender akan digunakan, namun tidak termasuk penyerahan yang dilakukan berdasarkan Bab V Ayat 5.2.19. Jika, dalam setiap Tahun Kalender, Biaya Operasi melebihi nilai Minyak Bumi yang diproduksi dan disimpan serta tidak digunakan untuk Operasi Minyak dan Gas Bumi, maka kelebihan biaya yang tidak dikembalikan tersebut akan dikembalikan dalam periode Tahun-Tahun berikutnya.

Untuk Minyak Bumi yang tersisa setelah dikurangi FTP sesuai Pasal 6.4 dan pengembalian Biaya Operasi sesuai Ayat 6.1.2, SKK MIGAS dan KONTRAKTOR berhak mengambil dan menerima setiap Tahun, masing-masing sebesar% untuk SKK MIGAS dan% untuk KONTRAKTOR.

Hak milik untuk Minyak Bumi bagian KONTRAKTOR sesuai Ayat 6.2.3 seperti juga bagian Minyak Bumi yang diekspor dan dijual untuk mengembalikan Biaya Operasi akan beralih kepada KONTRAKTOR di Titik Ekspor, atau, dalam hal Minyak Bumi diserahkan kepada PEMERINTAH sesuai dengan ketentuan Ayat 5.2.19 atau ketentuan lainnya, di titik penyerahan.

KONTRAKTOR akan mengusahakan dengan sebaik-baiknya untuk memasarkan Minyak Bumi sepanjang pasar tersedia.

Dengan tidak mengenyampingkan hal di atas, masing-masing Pihak berhak untuk mengambil dan menerima bagiannya masing-masing dalam bentuk natura (in kind). Apabila KONTRAKTOR diwajibkan untuk memasarkan Minyak Bumi bagian SKK MIGAS, maka semua hasil pemasarannya akan disetor oleh KONTRAKTOR ke rekening bank milik Pemerintah Republik Indonesia di Indonesia yang dari waktu ke waktu diberitahukan oleh SKK MIGAS kepada KONTRAKTOR.

Apabila SKK MIGAS memilih untuk mengambil bagiannya atas Minyak Bumi dalam bentuk natura (in kind), hal ini harus diberitahukan kepada KONTRAKTOR secara tertulis paling lambat

Calendar Year specifying the quantity which it elects to take in kind, such notice to be effective for the ensuing semester of each Calendar Year, provided however, that such election shall not interfere with proper performance of any Crude Oil sales agreement for Petroleum produced within the Contract Area which CONTRACTOR has executed prior to the notice of such election.

Failure to give such notice shall be conclusively deemed to evidence the election not to take in kind. Any sale of SKK MIGAS' portion of Crude Oil by CONTRACTOR shall not be for a term of more than one Calendar Year without SKK MIGAS' consent.

NATURAL GAS

Any Natural Gas produced from the Contract Area to the extent not used in Petroleum Operations hereunder, including for effectuating the maximum economic recovery of Petroleum by secondary recovery, re-pressuring and recycling operations, may be flared if the processing and utilization thereof is not economical.

However, should SKK MIGAS and CONTRACTOR consider that the development and/or the processing and utilization of Natural Gas is economical and choose to participate in the development and/or the processing and utilization thereof, in addition to that used in secondary recovery operations, then the construction and installation of facilities for such development and/or processing and utilization shall be carried out pursuant to an approved Work Program.

It is hereby agreed that all costs and revenues derived from such development and/ or processing, utilization and sale of Natural Gas, shall be treated on a basis equivalent to that provided for herein concerning Petroleum Operations and disposition of Crude Oil, except that for Natural Gas, or the propane and butane fractions extracted from Natural Gas but not spiked in Crude Oil, remaining after the deduction of the FTP and Operating Costs associated with the Natural Gas operations as stipulated in Exhibit "C", SKK MIGAS and CONTRACTOR shall be entitled to take and receive each Year as follows : SKK MIGAS% and CONTRACTOR%.

In the event, however, CONTRACTOR considers that the development and/or the processing and utilization of Natural Gas under a certain field is not economical, then SKK MIGAS may choose to carve out such gas field apart from the Contract Area. In the case that SKK MIGAS exercises its option mentioned above, CONTRACTOR shall, upon receipt of notification from SKK MIGAS with respect to its decision to exercise its option, return the same to Government through SKK MIGAS. However the foregoing provisions shall not be applicable to any Field producing Crude Oil and associated Natural Gas.

In any event, title to CONTRACTOR's portion of Natural Gas pursuant to Sub-section 6.3.2 as well as to such portion of Natural Gas exported or sold to recover Operating Costs shall pass to CONTRACTOR at the Point of Export.

90 (sembilan puluh) hari sebelum awal setiap semester dari setiap Tahun Kalender dengan menyebutkan jumlah yang diminta, yang mana pemberitahuan tersebut akan efektif untuk semester berikutnya dari masing-masing Tahun Kalender, namun dengan syarat, pemilihan tersebut tidak boleh mempengaruhi kinerja perjanjian penjualan Minyak Bumi untuk produksi Minyak dan Gas Bumi yang telah dilaksanakan KONTRAKTOR dalam Wilayah Kerja sebelum pemberitahuan atas pemilihan tersebut.

Ketiadaan pemberitahuan tersebut merupakan bukti bahwa SKK MIGAS tidak mengambil bagiannya dalam bentuk natura (in kind). Setiap penjualan Minyak Bumi bagian SKK MIGAS oleh KONTRAKTOR tidak dapat melebihi jangka waktu 1 (satu) Tahun Kalender tanpa persetujuan SKK MIGAS.

GAS BUMI

Setiap Gas Bumi yang diproduksi dari Wilayah Kerja sepanjang tidak digunakan dalam Operasi Minyak dan Gas Bumi, termasuk untuk memaksimalkan usaha peningkatan pengurusan Minyak dan Gas Bumi secara ekonomis, dengan secondary recovery, meningkatkan kembali tekanan reservoir dan daur ulang, dapat dibakar jika pengolahan dan pemanfaatannya tidak ekonomis.

Namun, apabila SKK MIGAS dan KONTRAKTOR berpendapat bahwa pengembangan dan/atau pengolahan serta pemanfaatan Gas Bumi bernilai ekonomis dan memilih untuk berperan serta dalam pengembangan dan/atau pengolahan serta pemanfaatannya, disamping Gas Bumi yang digunakan dalam kegiatan secondary recovery, maka pembangunan dan pemasangan fasilitas untuk pengembangan dan/atau pengolahan serta pemanfaatannya wajib dilakukan sesuai dengan Rencana Kerja yang telah disetujui.

Disetujui pula bahwa semua biaya dan pendapatan yang timbul dari pengembangan dan/atau pengolahan, pemanfaatan serta penjualan Gas Bumi tersebut akan diperlakukan sama dengan yang ditetapkan dalam KONTRAK ini untuk Operasi Minyak dan Gas Bumi dan pengaturan Minyak Bumi, kecuali untuk Gas Bumi, dan fraksi propana atau butana yang dipisahkan dari Gas Bumi tetapi tidak dicampurkan ke dalam Minyak Bumi, yang masih tersisa setelah dikurangi FTP dan Biaya Operasi yang terkait dengan operasi Gas Bumi sebagaimana diatur dalam Lampiran 'C'. SKK MIGAS dan KONTRAKTOR berhak untuk mengambil dan menerima setiap Tahun sebagai berikut:% untuk SKK MIGAS dan% untuk KONTRAKTOR.

Dalam hal KONTRAKTOR menganggap bahwa pengembangan dan/atau pengolahan serta pemanfaatan Gas Bumi pada lapangan tertentu tidak bernilai ekonomis, maka SKK MIGAS dapat mengeluarkan lapangan tersebut dari Wilayah Kerja. Dalam hal SKK MIGAS memilih opsi tersebut di atas, maka KONTRAKTOR akan, mengembalikan lapangan dimaksud kepada PEMERINTAH melalui SKK MIGAS setelah memperoleh pemberitahuan dari SKK MIGAS. Namun demikian, ketentuan tersebut di atas tidak berlaku bagi Lapangan yang memproduksi Minyak Bumi dan Gas Bumi ikutan.

Dalam hal apapun, hak milik atas Gas Bumi bagian KONTRAKTOR sesuai Ayat 6.3.2 serta bagian Gas Bumi yang diekspor atau dijual untuk mengganti Biaya Operasi beralih kepada KONTRAKTOR di Titik Ekspor.

FIRST TRANCHE PETROLEUM

Notwithstanding anything to the contrary elsewhere contained in this CONTRACT, SKK MIGAS and CONTRACTOR shall be entitled to first take and receive each Year a quantity of Petroleum twenty percent (20%) of the Petroleum production of each such Year, called the "First Tranche Petroleum", before any deduction for recovery of Operating Costs and handling of production as provided under this Section VI.

Such FTP for each Calendar Year is shared for Crude Oil between SKK MIGAS and CONTRACTOR in accordance with the sharing splits provided under paragraph 6.2.3. Operating Cost shall not be recovered from CONTRACTOR share of FTP. The CONTRACTOR share from the FTP is exempt from cost recovery. For avoidance of doubt the CONTRACTOR share of FTP is subject to Indonesia Income Tax law.

For Natural Gas, such FTP for each Calendar Year is shared between SKK MIGAS and CONTRACTOR in accordance with the sharing splits provided under paragraph 6.3.2. Operating Cost shall not be recovered from CONTRACTOR share of FTP. The CONTRACTOR share from the FTP is exempt from cost recovery. For avoidance of doubt the CONTRACTOR share of FTP is subject to Indonesia Income Tax Law.

FIRST TRANCHE PETROLEUM

Dengan tidak mengenyampingkan hal-hal yang bertentangan dalam KONTRAK ini, SKK MIGAS dan KONTRAKTOR berhak terlebih dahulu mengambil dan menerima setiap Tahun jumlah Minyak dan Gas Bumi sebesar 20% (dua puluh persen) dari produksi Minyak dan Gas Bumi setiap Tahunnya, yang disebut sebagai "First Tranche Petroleum", sebelum dikurangi pengembalian Biaya Operasi dan penanganan produksi sebagaimana dimaksud dalam Bab VI.

FTP untuk setiap Tahun Kalender tersebut akan dibagi untuk Minyak Bumi antara SKK MIGAS dan KONTRAKTOR sesuai pembagian yang ditetapkan dalam Ayat 6.2.3. Biaya Operasi tidak dapat diperoleh kembali dari bagian FTP KONTRAKTOR. Bagian FTP KONTRAKTOR dibebaskan dari pengembalian Biaya Operasi (cost recovery). Untuk menghindari keraguan, bagian FTP KONTRAKTOR tunduk kepada Undang-undang Pajak Penghasilan Indonesia.

Untuk Gas Bumi, FTP untuk setiap Tahun Kalender dibagi antara SKK MIGAS dan KONTRAKTOR sesuai dengan pembagian yang ditetapkan dalam Ayat 6.3.2. Biaya Operasi tidak dapat diperoleh kembali dari bagian FTP KONTRAKTOR. Bagian FTP KONTRAKTOR dibebaskan dari pengembalian Biaya Operasi (cost recovery). Untuk menghindari keraguan, bagian FTP KONTRAKTOR tunduk kepada Undang-undang Pajak Penghasilan Indonesia.

SECTION VII

Valuation OF CRUDE OIL AND NATURAL GAS

Crude Oil sold to third parties shall be valued as follows:

All Crude Oil taken by CONTRACTOR including its share and the share for the recovery of Operating Costs and sold to third parties shall be valued at the Net Realized Price FOB Indonesia received by CONTRACTOR for such Crude Oil.

All SKK MIGAS' Crude Oil taken by CONTRACTOR and sold to third parties shall be valued at the Net Realized Price FOB Indonesia received by CONTRACTOR for such Crude Oil.

SKK MIGAS shall be duly advised before the sales referred to in Sub-sections 7.1.1 and 7.1.2 are made.

BAB VII

PENILAIAN MINYAK BUMI DAN GAS BUMI

Minyak Bumi yang dijual kepada pihak ketiga akan dinilai sebagai berikut :

Semua Minyak Bumi yang diambil oleh KONTRAKTOR, termasuk bagiannya dan bagian yang digunakan untuk pengembalian Biaya Operasi dan yang dijual kepada pihak ketiga akan dinilai menurut Net Realized Price FOB Indonesia yang diterima oleh KONTRAKTOR untuk Minyak Bumi tersebut.

Semua Minyak Bumi bagian SKK MIGAS yang diambil oleh KONTRAKTOR dan dijual kepada pihak ketiga akan dinilai dengan Net Realized Price FOB Indonesia yang diterima oleh KONTRAKTOR untuk Minyak Bumi tersebut.

SKK MIGAS akan diberitahu sebelum penjualan sebagaimana dimaksud dalam Ayat 7.1.1 dan 7.1.2. dilakukan.

Subject to any existing Crude Oil sales agreement, if a more favorable net realized price is available to SKK MIGAS for the Crude Oil as referred to in Sub-sections 7.1.2, then SKK MIGAS shall so advise CONTRACTOR in writing not less than ninety (90) days prior to the commencement of the deliveries under SKK MIGAS' proposed sales contract. Forty five (45) days prior to the commencement of such deliveries, CONTRACTOR may notify SKK MIGAS regarding CONTRACTOR's intention to meet the more favorable net realized price in relation to the quantity and period of delivery concerned in said proposed sales contract. In the absence of such notice SKK MIGAS shall market said Crude Oil through other party appointed by SKK MIGAS; and CONTRACTOR shall deliver such SKK MIGAS portion of Crude Oil to the Point of Export.

SKK MIGAS' marketing of such Crude Oil as referred to in Sub-section 7.1.4 shall continue until forty five (45) days after SKK MIGAS' net realized price on said Crude Oil becomes less favorable. CONTRACTOR's obligation to market said Crude Oil shall not apply until after SKK MIGAS has given CONTRACTOR at least forty five (45) days advance notice of its desire to discontinue such sales. As long as SKK MIGAS is marketing the Crude Oil referred to above, it shall account to CONTRACTOR, on the basis of the more favorable net realized price.

Without prejudice to any of the provisions of Section VI and Section VII, CONTRACTOR may at its option transfer to SKK MIGAS during any Calendar Year the right to market any Crude Oil which is in excess of CONTRACTOR's normal and contractual requirement provided that the price is not less than the net realized price from the Contract Area.

SKK MIGAS' request stating the quantity and expected loading date must be submitted in writing at least thirty (30) days prior to lifting said Crude Oil. Such lifting must not interfere with CONTRACTOR's scheduled tanker movements. SKK MIGAS shall account to CONTRACTOR in respect of any sale made by it hereunder.

SKK MIGAS shall have the option, in any Year in which the quantity of Petroleum to which SKK MIGAS is entitled pursuant to Sub-sections 6.2.3 and 6.3.2 hereof is less than fifty percent (50%) of the total Petroleum production, by ninety (90) days written notice in advance of that Year, to market for the account of CONTRACTOR, at the price provided for in Section VII hereof for the recovery of Operating Costs, a quantity of Petroleum which together with SKK MIGAS' entitlement under Sub-sections 6.2.3 and 6.3.2 equals fifty percent (50%) of the total Petroleum produced and saved from the Contract Area.

Dengan tunduk pada ketentuan setiap kontrak penjualan Minyak Bumi yang ada, apabila SKK MIGAS dapat memperoleh suatu net realized price yang lebih menguntungkan untuk Minyak Bumi sebagaimana diatur dalam ketentuan Ayat 7.1.2, maka SKK MIGAS akan memberitahukan hal tersebut kepada KONTRAKTOR secara tertulis paling lambat 90 (sembilan puluh) hari sebelum realisasi penjualan dilakukan. 45 (empat puluh lima) hari sebelum realisasi penjualan tersebut, KONTRAKTOR dapat memberitahukan kepada SKK MIGAS tentang maksud KONTRAKTOR untuk menjual dengan harga yang lebih menguntungkan sehubungan dengan jumlah dan jangka waktu penyerahan dalam kontrak penjualan yang diusulkan tersebut. Apabila KONTRAKTOR tidak memberitahukan kepada SKK MIGAS, maka SKK MIGAS akan memasarkan Minyak Bumi tersebut melalui pihak ketiga yang ditunjuk oleh SKK MIGAS, dan KONTRAKTOR akan menyerahkan Minyak Bumi bagian SKK MIGAS dimaksud pada Titik Ekspor.

Pemasaran Minyak Bumi oleh SKK MIGAS sebagaimana dimaksud dalam Ayat 7.1.4 akan dilaksanakan selama 45 (empat puluh lima) hari setelah net realized price SKK MIGAS atas Minyak Bumi tersebut menjadi kurang menguntungkan. Kewajiban KONTRAKTOR untuk memasarkan Minyak Bumi tersebut tidak akan timbul sampai SKK MIGAS telah memberikan pemberitahuan kepada KONTRAKTOR paling lambat 45 (empat puluh lima) hari sebelumnya tentang maksud untuk menghentikan penjualan tersebut. Selama SKK MIGAS memasarkan Minyak Bumi sebagaimana dimaksud di atas, SKK MIGAS akan mempertanggungjawabkan kepada KONTRAKTOR, atas dasar net realized price yang lebih menguntungkan.

Dengan tidak mengurangi ketentuan pada Bab VI dan VII, KONTRAKTOR atas pertimbangannya sendiri, dapat menyerahkan kepada SKK MIGAS, pada Tahun Kalender manapun, haknya untuk memasarkan Minyak Bumi yang melebihi kebutuhan KONTRAKTOR yang biasa dan yang bersifat kontraktual dengan syarat harga penjualannya tidak kurang dari net realized price dari Wilayah Kerja.

Permintaan SKK MIGAS yang menyebutkan jumlah Minyak Bumi dan tanggal perkiraan pelaksanaan pemuatan harus disampaikan secara tertulis paling lambat 30 (tiga puluh) hari sebelum pengangkatan (lifting) Minyak Bumi dimaksud. Pengangkatan (lifting) tersebut tidak boleh mengganggu jadwal pergerakan kapal tanker KONTRAKTOR. SKK MIGAS akan mempertanggungjawabkan kepada KONTRAKTOR mengenai hasil penjualan apapun yang dilakukan berdasarkan KONTRAK ini.

SKK MIGAS memiliki opsi, pada Tahun kapanpun dimana jumlah Minyak dan Gas Bumi yang menjadi bagian SKK MIGAS sesuai Ayat 6.2.3 dan 6.3.2 KONTRAK ini kurang dari 50% (lima puluh persen) dari produksi total Minyak dan Gas Bumi, dengan pemberitahuan tertulis dalam waktu 90 (sembilan puluh) hari sebelum awal Tahun dimaksud, untuk memasarkan atas nama KONTRAKTOR pada harga sebagaimana dimaksud pada Bab VII KONTRAK ini sebagai pengembalian Biaya Operasi, sejumlah Minyak dan Gas Bumi yang bersama-sama dengan bagian SKK MIGAS sebagaimana dimaksud dalam Ayat 6.2.3 dan 6.3.2 sama dengan 50% (lima puluh persen)

	dari total Minyak dan Gas Bumi yang diproduksi dan disimpan dari Wilayah Kerja.
Crude Oil sold to other than third parties shall be valued as follows:	Minyak Bumi yang dijual kepada selain pihak ketiga akan dinilai sebagai berikut:
by using the weighted average per unit price received by CONTRACTOR and SKK MIGAS from sales to third parties (excluding, however, commissions and brokerages paid in relation to such third party sales) during the three (3) months preceding such sale adjusted as necessary for quality, grade and gravity; or	dengan menggunakan rata-rata tertimbang per satuan unit harga yang diterima oleh KONTRAKTOR dan SKK MIGAS dari penjualan kepada pihak ketiga (tidak termasuk komisi dan pembayaran kepada broker yang berhubungan dengan penjualan kepada pihak ketiga tersebut) selama 3 (tiga) bulan sebelum penjualan tersebut setelah dilakukan penyesuaian terhadap mutu, tingkat dan berat jenis; atau
if no such third party sales have been made during such period of time, then on the basis used to value Indonesian Crude Oil of similar quality, grade and gravity and taking into consideration any special circumstances with respect to sales of such Indonesian Crude Oil.	apabila tidak ada penjualan pada pihak ketiga yang dilakukan selama jangka waktu tersebut, maka dasar yang dipergunakan untuk menetapkan harga Minyak Bumi Indonesia tersebut adalah harga Minyak Bumi yang mutu, tingkat dan berat jenisnya serupa, serta dengan mempertimbangkan keadaan khusus berkenaan dengan penjualan Minyak Bumi Indonesia tersebut.
Third party sales referred to in this Section VII shall mean sales by CONTRACTOR to purchasers independent of CONTRACTOR, that is, purchasers with whom (at the time the sale is made) CONTRACTOR has no contractual interest involving directly or indirectly any joint interest.	Penjualan kepada pihak ketiga sebagaimana dimaksud dalam Bab VII ini adalah penjualan oleh KONTRAKTOR kepada pembeli independen dari KONTRAKTOR, yaitu pembeli yang (pada saat penjualan) tidak memiliki kepentingan kontraktual langsung maupun tidak langsung dengan KONTRAKTOR atas kepentingan bersama.
Commissions or brokerages incurred in connection with sales to third parties, if any, shall not exceed the customary and prevailing rate.	Komisi atau biaya broker yang timbul berkaitan dengan penjualan kepada pihak ketiga, tidak boleh melebihi nilai standar umum yang berlaku.
During any given Calendar Year, the handling of production (i.e. the implementation of the provisions of Section VI hereof) and the proceeds thereof shall be provisionally dealt with on the basis of the relevant Work Program and Budget of Operating Costs based upon estimates of quantities of Petroleum to be produced, of internal consumption in Indonesia, of marketing possibilities, of prices and other sale conditions as well as of any other relevant factors.	Dalam suatu Tahun Kalender, penanganan produksi (a.l. penerapan ketentuan Bab VI KONTRAK ini) dan hasilnya harus sesuai dengan Rencana Kerja dan Anggaran Biaya Operasi berdasarkan atas estimasi jumlah Minyak Bumi yang akan diproduksi, konsumsi dalam negeri, potensi pasar, harga dan kondisi penjualan lainnya dan juga faktor lain yang relevan.
Within one hundred and twenty (120) days after the end of said given Year adjustment and cash settlements between the Parties shall be made on the basis of the actual quantities, amounts and prices involved, in order to comply with the provisions of this CONTRACT.	Dalam jangka waktu 120 (seratus dua puluh) hari setelah akhir Tahun yang bersangkutan, penyesuaian dan penyelesaian pembayaran antara Para Pihak akan dilakukan atas dasar kuantitas, nilai dan harga aktual, dalam rangka mematuhi ketentuan yang tercantum dalam KONTRAK ini.
In the event the Petroleum Operations involve the segregation of Crude Oil of different quality and/or grade and if the Parties do not otherwise mutually agree:	Dalam hal kegiatan Operasi Minyak dan Gas Bumi memerlukan pemisahan Minyak Bumi berdasarkan mutu dan/atau tingkat yang berbeda dan jika Para Pihak tidak secara bersama-sama menyetujui hal yang lain, maka :
any and all provisions of this CONTRACT concerning evaluation of Crude Oil shall separately apply to each segregated Crude Oil;	setiap dan semua ketentuan KONTRAK ini mengenai evaluasi Minyak Bumi harus diberlakukan pada masing-masing Minyak Bumi yang dipisahkan;
each Crude Oil produced and segregated in a given Year shall contribute to:	setiap Minyak Bumi yang diproduksi dan dipisahkan pada Tahun tertentu harus berkontribusi pada:
the "required quantity" destined in such Year to the recovery of all Operating Costs pursuant to Sub-section 6.1.2;	'jumlah yang diperlukan' pada Tahun tersebut untuk pengembalian seluruh Biaya Operasi sesuai dengan Ayat 6.1.2;

the "required quantity" of Crude Oil to which a Party is entitled in such Year pursuant to Sub-sections 6.2.3 and 6.4.2;

the "required quantity" of Crude Oil which CONTRACTOR agrees to sell and deliver in such Year for domestic consumption in Indonesia pursuant to Sub-section 5.2.19 of Section V, out of the share of Crude Oil to which it is entitled pursuant to Sub-sections 6.2.3 and 6.4.2;

with quantities, each of which shall bear to the respective "required quantity" referred to in letters (a), (b), or (c) above, the same proportion as the quantity of such Crude Oil produced and segregated in such given Year bears to the total quantity of Crude Oil produced in such Year from the Contract Area.

All Natural Gas sold to third parties shall be valued at contract sales price.

Natural Gas sold to other than third parties shall be valued as follows:

by using the weighted average per unit price received by CONTRACTOR and SKK MIGAS from sales to third parties (excluding, however, commissions and brokerages paid in relation to such third party sales) during the three (3) months preceding such sale adjusted as necessary for quality and specification; or

if no such third party sales have been made during such period of time, then on the basis used to value Indonesian Natural Gas of similar quality and specification and taking into consideration any special circumstances with respect to sales of such Indonesian Natural Gas.

SECTION VIII

BONUS AND ASSISTANCE

CONTRACTOR shall pay to Government a signature bonus (awarded compensation) the sum of __ United States Dollars (US\$ __), after approval of this CONTRACT by Government in accordance with the provisions of applicable law. Such payment shall be made within thirty (30) days after the Effective Date to Directorate General of Oil and Gas's bank account at Bank Mandiri, under the name of Kegiatan Pelaksanaan Pengelolaan (KPP) Wilayah Kerja Minyak dan Gas Bumi, and account number 122.00.0110899-5, the failure of which shall give Government right to cash the bid bond delivered to Government prior to the execution of this CONTRACT.

'jumlah yang diperlukan' atas Minyak Bumi yang merupakan hak salah satu Pihak pada Tahun tersebut sesuai dengan Ayat 6.2.3 dan 6.4.2;

"jumlah yang diperlukan" atas Minyak Bumi yang disetujui KONTRAKTOR untuk dijual dan dikirimkan pada Tahun tersebut guna konsumsi dalam negeri sesuai Ayat 5.2.19 Bab V, di luar bagian Minyak Bumi yang merupakan hak KONTRAKTOR sesuai dengan Ayat 6.2.3 dan 6.4.2;

masing-masing untuk tiap-tiap 'jumlah yang diperlukan' menurut ayat a) atau b) atau c) di atas dalam proporsi jumlah yang sama dengan perbandingan antara jumlah Minyak Bumi yang diproduksi dan dipisahkan dari Wilayah Kerja di suatu Tahun tertentu dengan total jumlah Minyak Bumi yang diproduksi dari Wilayah Kerja di Tahun tersebut.

Semua Gas Bumi yang dijual kepada pihak ketiga akan dinilai berdasarkan harga kontrak.

Gas Bumi yang dijual selain kepada pihak ketiga akan dinilai sebagai berikut:

dengan menggunakan rata-rata tertimbang per satuan unit harga yang diterima oleh KONTRAKTOR dan SKK MIGAS dari penjualan kepada pihak ketiga (tidak termasuk biaya komisi dan pembayaran kepada broker yang berhubungan dengan penjualan kepada pihak ketiga tersebut) selama 3 (tiga) bulan sebelum penjualan tersebut setelah dilakukan penyesuaian terhadap mutu dan spesifikasi; atau

apabila tidak ada penjualan pada pihak ketiga yang telah dilakukan selama periode tersebut, maka digunakan dasar yang dipergunakan untuk menetapkan harga Gas Bumi Indonesia dengan mutu dan spesifikasi Gas Bumi yang serupa dan dengan mempertimbangkan keadaan khusus berkenaan dengan penjualan Gas Bumi Indonesia tersebut.

BAB VIII

BONUS DAN BANTUAN

KONTRAKTOR wajib membayar kepada PEMERINTAH bonus tanda tangan (sebagai kompensasi penetapan pemenang) sejumlah US\$ __ (__ Dolar Amerika Serikat) setelah persetujuan KONTRAK oleh PEMERINTAH sesuai ketentuan hukum yang berlaku. Pembayaran tersebut harus dilaksanakan dalam waktu 30 (tiga puluh) hari setelah Tanggal Efektif kepada rekening bank Direktorat Jenderal Minyak dan Gas Bumi di Bank Mandiri, atas nama Kegiatan Pelaksanaan Pengelolaan (KPP) Wilayah Kerja Minyak dan Gas Bumi, di nomor rekening 122.00.0110899-5. Kegagalan melakukan pembayaran akan memberikan hak kepada PEMERINTAH untuk mencairkan jaminan penawaran yang diberikan kepada PEMERINTAH sebelum pelaksanaan KONTRAK ini.

CONTRACTOR shall within thirty (30) days after Government's request in writing during the first Contract Year provide Government with equipment and/or services in an amount not exceeding the sum of __ United States Dollars (US\$ __), for special purposes.

CONTRACTOR shall pay a production bonus to Government the sum of __ United States Dollars (US\$ __), within thirty (30) days after cumulative Petroleum production from the Contract Area has reached twenty five million Barrels of Oil Equivalent (25 MMBOE); and

CONTRACTOR shall pay a production bonus to Government the sum of five hundred thousand United States Dollars (US\$ __), within thirty (30) days after cumulative Petroleum production from the Contract Area has reached fifty million Barrels of Oil Equivalent (50 MMBOE); and

CONTRACTOR shall pay a production bonus to Government the sum of __ United States Dollars (US\$ __), within thirty (30) days after cumulative Petroleum production from the Contract Area has reached seventy five million Barrels of Oil Equivalent (75 MMBOE).

The bonus payments respectively referred to in Sub-section 8.1 up to, including Sub-section 8.5 hereof shall be solely borne by CONTRACTOR and shall neither be included in the Operating Costs nor used as reduction of taxable income of CONTRACTOR.

SECTION IX

PAYMENTS

Unless as specifically stated under CONTRACT, all payments which this CONTRACT obligates CONTRACTOR to make to SKK MIGAS or Government shall be made in United States Dollars currency at a bank operating in Indonesia to be designated by each of them and agreed upon by Bank Indonesia; or at CONTRACTOR's election, other currency acceptable to them, except that CONTRACTOR may make such payments in Indonesian Rupiahs to the extent that such currencies are realized as a result of the domestic sale of Crude Oil or Natural Gas or Petroleum products, if any.

All payments due to CONTRACTOR shall be made in United States Dollars or, at SKK MIGAS' election, other currencies acceptable to CONTRACTOR at a bank to be designated by CONTRACTOR.

Any payments required to be made pursuant to this CONTRACT, unless specifically stated otherwise hereunder, shall be made within thirty (30) days following the end of the month in which the obligation to make such payments occurs.

SECTION X

KONTRAKTOR wajib dalam waktu 30 (tiga puluh) hari setelah permintaan tertulis pada Tahun Kontrak pertama dari PEMERINTAH untuk menyediakan peralatan dan/atau jasa dalam jumlah yang tidak melebihi US\$ __ (__ Dolar Amerika Serikat), untuk kegiatan-kegiatan khusus.

KONTRAKTOR wajib membayar bonus produksi kepada PEMERINTAH sejumlah US\$ __ (__ Dolar Amerika Serikat) dalam waktu 30 (tiga puluh) hari setelah produksi kumulatif Minyak dan Gas Bumi dari Wilayah Kerja mencapai 25 MMBOE (dua puluh lima juta barel ekuivalen minyak); dan

KONTRAKTOR wajib membayar bonus produksi kepada PEMERINTAH sejumlah US\$ __ (__ Dolar Amerika Serikat) dalam jangka waktu 30 (tiga puluh) hari setelah produksi kumulatif Minyak dan Gas Bumi dari Wilayah Kerja telah mencapai 50 MMBOE (lima puluh juta barel ekuivalen minyak); dan

KONTRAKTOR wajib membayar bonus produksi kepada PEMERINTAH sejumlah US\$ __ (__ Dolar Amerika Serikat) dalam jangka waktu 30 (tiga puluh) hari setelah produksi kumulatif Minyak dan Gas Bumi dari Wilayah Kerja telah mencapai 75 MMBOE (tujuh puluh lima juta barel ekuivalen minyak).

Pembayaran bonus sebagaimana dimaksud dalam Pasal 8.1 sampai dengan Pasal 8.5 di atas ditanggung sendiri oleh KONTRAKTOR dan tidak dibebankan sebagai Biaya Operasi maupun sebagai pengurang penghasilan kena pajak KONTRAKTOR.

BAB IX

PEMBAYARAN

Kecuali sebagaimana telah diatur secara khusus dalam KONTRAK, semua pembayaran berdasarkan KONTRAK ini yang merupakan kewajiban KONTRAKTOR kepada SKK MIGAS atau PEMERINTAH harus dilaksanakan dalam mata uang Dolar Amerika Serikat pada bank yang beroperasi di Indonesia yang akan ditunjuk oleh masing-masing pihak dan disetujui oleh Bank Indonesia; atau atas pilihan KONTRAKTOR, mata uang lain yang dapat diterima oleh pihak terkait, kecuali KONTRAKTOR dapat melakukan pembayaran tersebut dalam mata uang Rupiah sepanjang mata uang tersebut merupakan hasil dari penjualan dalam negeri Minyak Bumi atau Gas Bumi atau produk Minyak dan Gas Bumi, jika ada.

Semua pembayaran kepada KONTRAKTOR wajib dilakukan dalam mata uang Dolar Amerika Serikat atau jika SKK MIGAS menghendaki, dalam mata uang lain yang dapat diterima oleh KONTRAKTOR, pada bank yang ditunjuk oleh KONTRAKTOR.

Semua pembayaran yang dilakukan dalam rangka pelaksanaan KONTRAK ini, kecuali secara khusus ditentukan lain dalam KONTRAK ini, wajib dilaksanakan dalam waktu 30 (tiga puluh) hari setelah berakhirnya bulan dimana kewajiban untuk melakukan pembayaran tersebut terjadi.

BAB X

TITLE TO EQUIPMENT

Equipment purchased by CONTRACTOR pursuant to the Work Program becomes the property of Republic Indonesia (in case of import, when landed at the Indonesian ports of import) and will be used in Petroleum Operations hereunder.

The provisions of Sub-section 10.1 of this Section X shall not apply to leased equipment belonging to third parties who perform service as a contractor to the CONTRACTOR, which equipment may be freely removed from the work location within the Contract Area or re-exported from Indonesia.

SECTION XI

CONSULTATION AND ARBITRATION

Periodically, SKK MIGAS and CONTRACTOR shall meet to discuss the conduct of the Petroleum Operations envisaged under this CONTRACT and will make every effort to settle amicably any problem arising therefrom.

Disputes, if any, arising between SKK MIGAS and CONTRACTOR relating to this CONTRACT or the interpretation and performance of any of the provisions contained in this CONTRACT shall be settled amicably and persuasively within ninety (90) days after the receipt by one Party of a notice from the other Party of the existence of the dispute.

Dispute pursuant to Sub-section 11.2 which cannot be settled amicably, shall be submitted to the decision of arbitration by a three (3) person arbitration panel conducted in accordance with the UNCITRAL arbitration rules contained in resolution 31/98 adopted by the United Nations General Assembly on December 15, 1976 and entitled "Arbitration Rules of the United Nations Commission on International Trade Law" as in force at the time such arbitration is commenced. SKK MIGAS on the one hand and CONTRACTOR on the other hand shall each appoint one arbitrator and so advise the other Party and these two arbitrators will appoint a third. If either Party fails to appoint an arbitrator within thirty (30) days after receipt of a written request to do so, such arbitrator shall, at the request of the other Party, if the Parties do not otherwise agree, be appointed by the Secretary General of the International Centre for Settlement of Investment Disputes (ICSID).

If the first two arbitrators appointed as aforesaid fail to agree on a third within thirty (30) days following the appointment of the second arbitrator, the third arbitrator shall, be appointed, at the request of either Party, by the Secretary General of ICSID. The third arbitrator appointed hereunder shall act as the chairman of the arbitral panel. If an arbitrator fails or is unable to act, his successor will be appointed in the same manner as the arbitrator whom he succeeds. Pending decision of the arbitral panel, the Parties shall

HAK MILIK ATAS PERALATAN

Peralatan yang dibeli oleh KONTRAKTOR berkaitan dengan Rencana Kerja akan menjadi milik Negara Republik Indonesia (dalam hal impor, ketika mendarat di pelabuhan impor Indonesia) dan selanjutnya akan digunakan dalam Operasi Minyak dan Gas Bumi dalam KONTRAK ini.

Ketentuan Pasal 10.1 Bab X ini tidak berlaku untuk sewa peralatan milik pihak ketiga yang memberikan jasanya sebagai kontraktor dari KONTRAKTOR, yang mana peralatan tersebut dapat dipindahkan dari lokasi pekerjaan dalam Wilayah Kerja atau diekspor secara bebas dari Indonesia.

BAB XI

KONSULTASI DAN ARBITRASE

Secara berkala, SKK MIGAS dan KONTRAKTOR akan bertemu untuk mendiskusikan pelaksanaan Operasi Minyak dan Gas Bumi sebagaimana dimaksud dalam KONTRAK ini dan akan berusaha sebaik-baiknya untuk menyelesaikan semua permasalahan yang timbul secara musyawarah.

Perselisihan, apabila ada, yang timbul antara SKK MIGAS dan KONTRAKTOR sehubungan dengan KONTRAK ini atau interpretasi dan pelaksanaan dari salah satu ketentuan dalam KONTRAK ini, wajib diselesaikan secara musyawarah dalam waktu 90 (sembilan puluh) hari sejak diterimanya pemberitahuan oleh salah satu Pihak mengenai adanya perselisihan.

Perselisihan sebagaimana tersebut pada Pasal 11.2 yang tidak dapat diselesaikan secara musyawarah, akan diserahkan kepada keputusan arbitrase oleh 3 (tiga) orang panel arbiter sesuai dengan peraturan Arbitrase UNCITRAL yang terdapat dalam resolusi 31/98 yang diadopsi oleh Majelis Umum Perserikatan Bangsa Bangsa (PBB) pada tanggal 15 Desember 1976 dan berjudul "Arbitration Rules of the United Nations Commission on International Trade Law" sebagaimana yang berlaku pada saat arbitrase tersebut dimulai. SKK MIGAS di satu Pihak dan KONTRAKTOR di Pihak lain masing-masing akan menunjuk satu arbiter dan memberitahukannya kepada masing-masing pihak dan kemudian kedua arbiter tersebut akan menunjuk arbiter ketiga. Apabila salah satu Pihak gagal menunjuk arbiter dalam waktu 30 (tiga puluh) hari setelah menerima permintaan tertulis untuk melakukan hal tersebut, maka atas permintaan Pihak lainnya, kecuali telah disepakati lain oleh Para Pihak, arbiter tersebut akan ditunjuk oleh Sekretaris Jenderal International Centre for Settlement of Investment Disputes (ICSID).

Jika kedua arbiter pertama yang ditunjuk gagal menyetujui arbiter ketiga dalam waktu 30 (tiga puluh) hari setelah penunjukan arbiter kedua, arbiter ketiga akan ditunjuk oleh Sekretaris Jenderal ICSID berdasarkan permintaan salah satu pihak. Arbiter ketiga yang ditunjuk akan bertindak sebagai ketua panel arbitrase. Jika seorang arbiter gagal atau tidak dapat melaksanakan kewajibannya, maka penggantinya akan ditunjuk dengan cara yang sama sebagai arbiter yang digantikannya. Sambil menunggu keputusan panel arbitrase,

diligently proceed pursuant to the provisions and terms of this CONTRACT hereof.

The award rendered in any arbitration commenced under this CONTRACT shall be final and binding upon the Parties, and judgement thereon may be entered in any court having jurisdiction for its enforcement. The Parties hereby renounce their right to appeal from the decision of the arbitral panel and agree that neither Party shall appeal to any court from the decision of the arbitral panel and accordingly the Parties hereby waive the applicability of any provision of laws and regulations or any competent authority that would otherwise give the right to appeal the decisions of the arbitral panel. In addition, the Parties agree that neither Party shall have any right to commence nor maintain any suit nor legal proceeding concerning the dispute hereunder, except the legal proceeding required for the enforcement of the execution of the award rendered by the arbitral panel.

Arbitration shall be conducted in the English language and shall be placed in Indonesia.

SECTION XII

EMPLOYMENT AND TRAINING OF INDONESIAN PERSONNEL

CONTRACTOR agrees to employ qualified Indonesian personnel and after commercial production commences will undertake the schooling and training of Indonesian personnel for labour and staff positions including administrative and executive management positions. At such time, CONTRACTOR shall also consider with SKK MIGAS a program of assistance for training of Government's and SKK MIGAS' personnel.

Costs and expenses of training Indonesian personnel for its own employment shall be included in Operating Costs. Costs and expenses for a program of training for Government's and SKK MIGAS' personnel shall be borne on a basis to be agreed by Government, SKK MIGAS and CONTRACTOR.

SECTION XIII

TERMINATION

This CONTRACT cannot be terminated by CONTRACTOR during the first three (3) Contract Years as from the Effective Date.

At any time following the end of the third (3rd) Contract Year as from the Effective Date, if in the opinion of CONTRACTOR circumstances do not warrant continuation of the Petroleum Operations, CONTRACTOR may, by giving written notice to that effect to SKK MIGAS and after consultation with SKK MIGAS, relinquish its rights and be relieved of its obligations pursuant to this CONTRACT, except such rights and obligations related to the period prior to such relinquishment.

If at the end of the third (3rd) Contract Year, CONTRACTOR has not completed its Firm Commitment pursuant to Sub-

Para Pihak wajib tetap melaksanakan ketentuan dalam KONTRAK ini.

Putusan setiap arbitrase berdasarkan KONTRAK ini bersifat final dan mengikat bagi Para Pihak, dan pengukuhan keputusan tersebut dapat diajukan kepada pengadilan yang berwenang. Para Pihak dengan ini melepaskan hak banding atas keputusan panel arbitrase dan sepakat bahwa masing-masing Pihak tidak akan mengajukan banding atas keputusan panel arbitrase di pengadilan manapun dan Para Pihak melepaskan hak untuk menerapkan ketentuan hukum yang berlaku yang dapat memberikan hak banding atas keputusan panel arbitrase. Sebagai tambahan, Para Pihak sepakat bahwa masing-masing Pihak tidak memiliki hak untuk memulai atau mempertahankan gugatan atau tindakan hukum lainnya terkait perselisihan dalam KONTRAK ini, kecuali tindakan hukum yang diperlukan terkait pelaksanaan putusan panel arbitrase.

Arbitrase akan dilaksanakan dalam Bahasa Inggris dan bertempat di Indonesia

BAB XII

KETENAGAKERJAAN DAN PELATIHAN TENAGA KERJA INDONESIA

KONTRAKTOR setuju untuk mempekerjakan tenaga kerja Indonesia yang berkualifikasi dan setelah produksi komersial dimulai, akan mendidik dan melatih tenaga kerja Indonesia tersebut, sebagai pekerja dan staf, termasuk untuk posisi administrasi maupun manajemen eksekutif. KONTRAKTOR juga akan mempertimbangkan bersama dengan SKK MIGAS program pelatihan untuk pegawai PEMERINTAH dan pekerja SKK MIGAS.

Biaya dan pengeluaran untuk pelatihan tenaga kerja Indonesia yang dipekerjakan oleh KONTRAKTOR sendiri akan dimasukkan dalam Biaya Operasi. Biaya dan pengeluaran untuk setiap program pelatihan pegawai PEMERINTAH dan pekerja SKK MIGAS akan ditanggung berdasarkan kesepakatan yang disetujui oleh PEMERINTAH, SKK MIGAS dan KONTRAKTOR.

BAB XIII

PENGAKHIRAN KONTRAK

KONTRAK ini tidak dapat diputus oleh KONTRAKTOR selama 3 (tiga) Tahun Kontrak pertama sejak Tanggal Efektif.

Setiap waktu setelah berakhirnya Tahun Kontrak ke-3 (ketiga) terhitung dari Tanggal Efektif, apabila menurut KONTRAKTOR keadaan tidak mendukung kelanjutan Operasi Minyak dan Gas Bumi, KONTRAKTOR dapat, dengan pemberitahuan tertulis kepada SKK MIGAS dan setelah berkonsultasi dengan SKK MIGAS, menyerahkan haknya dan dibebaskan dari kewajibannya sesuai KONTRAK ini, kecuali hak dan kewajiban yang terkait dengan periode sebelum penyerahan tersebut.

Apabila pada akhir Tahun Kontrak ke-3 (ketiga), KONTRAKTOR tidak dapat menyelesaikan Komitmen Pasti sesuai dengan ketentuan Pasal 4.2,

section 4.2, CONTRACTOR may, after consultation with SKK MIGAS, terminate this CONTRACT and relinquish its rights hereunder by rendering a ninety (90) days prior written notice to SKK MIGAS. CONTRACTOR shall not be relieved of its obligations under this CONTRACT unless and until CONTRACTOR transfers the remaining amount of the estimated expenditure for the remaining unperformed Work Program for the three (3) Contract Years Firm Commitment to Government. However, in the event all programs during the first three (3) Contract Years have been completed by CONTRACTOR and CONTRACTOR spent less than the estimated amount budgeted for the Firm Commitment Work Program pursuant to Sub-section 4.2, CONTRACTOR shall not be obliged to transfer the remaining amount of the initial three (3) Contract Years estimated expenditures to Government.

Notwithstanding anything to the contrary herein, this CONTRACT shall automatically terminate in its entirety on the expiration date specified in and in accordance with the provisions of Sub-section 2.1.3, 2.2.4, 2.2.5 or Sub-Section 4.5, as applicable.

If at any time during the term of this CONTRACT, CONTRACTOR has failed to perform as a reasonable and prudent operator and has failed to fulfill any of its obligations under this CONTRACT, particularly those specified in Sections III and/or IV and/or V and/or VIII hereof, SKK MIGAS shall have the right to issue to CONTRACTOR a "Performance Deficiency Notice". Said Notice shall detail the specific performance deficiencies of CONTRACTOR under this CONTRACT.

Upon receipt of the Performance Deficiency Notice from SKK MIGAS, CONTRACTOR shall remedy the deficiencies detailed in said Performance Deficiency Notice within one hundred and twenty (120) days after the receipt thereof. Should CONTRACTOR fail to remedy the deficiencies within the specified one hundred and twenty (120) days or the Parties fail to agree on an extension of the period of time in which CONTRACTOR can remedy the deficiencies, notwithstanding the requirement under Sub-section 13.6, such deficiencies shall become a conclusive evidence of CONTRACTOR's breach that can be used by SKK MIGAS as a sole basis to terminate this CONTRACT in its entirety and thereupon CONTRACTOR shall immediately relinquish all remaining Contract Area to Government through SKK MIGAS.

Without prejudice to the provisions stipulated in Sub-section 13.1 termination of this CONTRACT, for any reason, shall not release CONTRACTOR from its outstanding obligations, including the obligation to perform any necessary abandonment of any fields, removal of any equipment and installations and site restoration pursuant to Sub-section 5.2.6.

KONTRAKTOR dapat, setelah berkonsultasi dengan SKK MIGAS, memutuskan KONTRAK ini dan menyerahkan kembali haknya dalam KONTRAK ini dengan pemberitahuan tertulis kepada SKK MIGAS 90 (sembilanpuluh) hari sebelumnya. KONTRAKTOR tidak dibebaskan dari kewajibannya berdasarkan KONTRAK ini, kecuali dan hingga KONTRAKTOR telah melunasi sisa perkiraan pengeluaran Rencana Kerja yang belum dilaksanakan untuk 3 (tiga) Tahun Kontrak Komitmen Pasti kepada PEMERINTAH. Namun demikian, dalam hal semua program dalam 3 (tiga) Tahun Kontrak pertama telah dilaksanakan oleh KONTRAKTOR dan KONTRAKTOR menggunakan kurang dari anggaran yang diperkirakan untuk Rencana Kerja Komitmen Pasti sesuai Pasal 4.2, maka KONTRAKTOR tidak berkewajiban untuk menyetor sisa jumlah perkiraan anggaran dalam 3 (tiga) Tahun Kontrak pertama yang tersisa tersebut kepada PEMERINTAH.

Dengan tidak mengenyampingkan dari hal-hal yang bertentangan disini, KONTRAK ini akan berakhir secara otomatis secara keseluruhan pada saat tanggal berakhir sebagaimana dinyatakan dalam Ayat 2.1.3, 2.2.4, 2.2.5, atau Pasal 4.5, sebagaimana berlaku.

Apabila selama jangka waktu KONTRAK ini, KONTRAKTOR gagal melaksanakan KONTRAK dengan baik dan berhati-hati, dan gagal memenuhi kewajibannya, khususnya sebagaimana ditentukan dalam Bab II dan/atau IV dan/atau V dan/atau VIII, SKK MIGAS berhak untuk menerbitkan "Performance Deficiency Notice" kepada KONTRAKTOR. Pemberitahuan tersebut merinci secara spesifik kekurangan pelaksanaan KONTRAK oleh KONTRAKTOR

Setelah menerima Performance Deficiency Notice dari SKK MIGAS, KONTRAKTOR, dalam waktu 120 (seratus dua puluh) hari, wajib untuk memperbaiki kekurangan sebagaimana dijelaskan dalam Performance Deficiency Notice. Apabila kontraktor gagal memperbaiki kekurangan tersebut dalam waktu 120 (seratus dua puluh) hari atau Para Pihak tidak dapat menyetujui perpanjangan waktu untuk KONTRAKTOR memperbaiki kekurangan tersebut, maka dengan tidak mengenyampingkan ketentuan dalam Pasal 13.6, kekurangan tersebut akan menjadi bukti pelanggaran KONTRAKTOR yang dapat digunakan oleh SKK MIGAS sebagai dasar pengakhiran KONTRAK secara keseluruhan dan KONTRAKTOR harus segera mengembalikan semua Wilayah Kerja kepada PEMERINTAH melalui SKK MIGAS.

Dengan tidak mengurangi makna ketentuan yang diatur dalam Pasal 13.1 di atas, keputusan KONTRAK ini, untuk alasan apapun, tidak membebaskan KONTRAKTOR dari kewajiban yang belum diselesaikan, termasuk kewajiban untuk melaksanakan kegiatan pasca operasi yang dibutuhkan untuk lapangan manapun, pemindahan peralatan dan instalasi apapun dan pemulihan lapangan sesuai Ayat 5.2.6.

BOOKS AND ACCOUNTS

Subject to the requirements of Sub-section 5.2.23 of Section V, SKK MIGAS shall be responsible for keeping complete books and accounts with the assistance of CONTRACTOR reflecting all Operating Costs as well as monies received from the sale of Petroleum, consistent with modern petroleum industry practices and proceedings as described in Exhibit "C" attached hereto. However, SKK MIGAS delegates to CONTRACTOR its obligations to keep books and accounts. Should there be any inconsistency between the provisions of Sub-section 6.1 of Section VI of this CONTRACT and the provisions of Exhibit "C", the provisions of Sub-section 6.1 of Section VI of this CONTRACT shall prevail.

AUDITS

SKK MIGAS and the authorized Central Government Institution shall have the right to inspect and audit CONTRACTOR's books and accounts relating to this CONTRACT for any Calendar Year covered by this CONTRACT. Any exception must be made in writing within sixty (60) days following the completion of such audit. In addition, SKK MIGAS and the authorized Central Government Institution may require CONTRACTOR to engage its independent accountants to examine, in accordance with generally accepted auditing standards, the CONTRACTOR's books and accounts relating to this CONTRACT for any Calendar Year or perform such auditing procedures as deemed appropriate by SKK MIGAS.

A copy of the independent accountant's report or any exceptions shall be forwarded to SKK MIGAS within sixty (60) days following the completion of such audit. The costs related to the engagement of such independent accountants shall be included in Operating Costs.

CONTRACTOR shall have the right to inspect and audit SKK MIGAS' books and accounts but only with respect to the use of advance payment referred to in Sub-section 5.3.3 of this CONTRACT. Any such audit will be satisfied within twelve (12) months after its commencement. Any exception must be made in writing within sixty (60) days following the end of such audit and failure to give such written exception within such time shall establish the correctness of SKK MIGAS books and accounts.

SECTION XV

OTHER PROVISIONS

PEMBUKUAN DAN AKUNTANSI

Tunduk pada persyaratan Pasal 5.2.23 Bab V, SKK MIGAS dengan bantuan dari KONTRAKTOR bertanggung jawab atas pelaksanaan pembukuan dan akuntansi lengkap yang mencerminkan semua Biaya Operasi serta dana yang diterima dari penjualan Minyak dan Gas Bumi, dengan berpedoman pada praktek industri Minyak dan Gas Bumi modern serta proses sebagaimana dijelaskan dalam Lampiran "C". Namun, SKK MIGAS mendelegasikan kepada KONTRAKTOR kewajibannya untuk menyelenggarakan pembukuan dan akuntansi. Apabila ada ketidaksesuaian antara ketentuan Pasal 6.1. Bab VI KONTRAK ini dengan ketentuan dalam Lampiran "C", maka ketentuan dalam Pasal 6.1. Bab VI KONTRAK ini yang berlaku.

PEMERIKSAAN (AUDIT)

SKK MIGAS dan instansi Pemerintah Pusat yang berwenang berhak untuk memeriksa dan mengaudit pembukuan dan akuntansi KONTRAKTOR yang berkaitan dengan KONTRAK ini untuk setiap Tahun Kalender. Setiap pengecualian harus dilakukan secara tertulis dalam waktu 60 (enam puluh) hari setelah audit selesai. Selain itu, SKK MIGAS dan instansi Pemerintah Pusat yang berwenang dapat meminta KONTRAKTOR untuk menunjuk akuntan independen untuk memeriksa, sesuai dengan standar audit yang berlaku secara umum, pembukuan dan akuntansi KONTRAKTOR berkaitan dengan KONTRAK untuk setiap Tahun Kalender, atau melakukan prosedur audit yang dianggap sesuai oleh SKK MIGAS.

Salinan dari laporan akuntan independen atau setiap pengecualian yang ada akan disampaikan ke SKK MIGAS dalam waktu 60 (enam puluh) hari setelah penyelesaian audit. Biaya sehubungan dengan akuntan independen akan dibebankan pada Biaya Operasi.

KONTRAKTOR berhak untuk memeriksa dan mengaudit pembukuan dan akuntansi SKK MIGAS namun hanya terkait dengan penggunaan panjar kerja sebagaimana dinyatakan dalam Ayat 5.3.3 KONTRAK ini. Setiap pelaksanaan audit harus diselesaikan dalam waktu 12 (dua belas) bulan sejak dimulai. Setiap pengecualian harus dilakukan secara tertulis dalam waktu 60 (enam puluh) hari setelah audit selesai dan kegagalan untuk menyampaikan pemberitahuan secara tertulis dalam jangka waktu tersebut, akan menegaskan kebenaran pembukuan dan akuntansi SKK MIGAS.

BAB XV

KETENTUAN-KETENTUAN LAIN

LANGUAGE

This CONTRACT has been executed in both Indonesian and English languages and both texts are valid and have the same legal force. In the case of any difference in the interpretation of the two texts, the Indonesia text shall prevail and shall be considered the official text.

NOTICE

Any notices required or given by either Party to the other shall be deemed to have been delivered when properly acknowledged for receipt by the receiving Party.

All notices to SKK MIGAS shall be addressed to:

SATUAN KERJA KHUSUS PELAKSANA KEGIATAN USAHA HULU MINYAK DAN GAS BUMI (SKK MIGAS)

Wisma Mulia Building

Jl. Jend Gatot Subroto No.42

Jakarta 12710

Attn : Chairman

And

all notices to CONTRACTOR shall be addressed to:

—

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—

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Attn : __

Either Party may substitute or change such address upon rendering a prior written notice thereof to the other.

LAWS AND REGULATIONS

The laws of the Republic of Indonesia shall apply to this CONTRACT.

No terms or provisions of this CONTRACT, including the agreement of the Parties to submit to arbitration hereunder, shall prevent or limit the Government of the Republic of Indonesia from exercising its inalienable rights.

FORCE MAJEURE

Except for the failure or inability of a Party to make its payment obligation when due hereunder, any failure or delay on the part of either Party in the performance of their obligations or duties

BAHASA

KONTRAK ini dibuat dalam Bahasa Indonesia dan Bahasa Inggris yang kedua-duanya berlaku dan mempunyai kekuatan hukum yang sama. Apabila terdapat perbedaan interpretasi dari kedua teks, maka teks dalam Bahasa Indonesia yang berlaku dan dianggap sebagai teks yang resmi.

PEMBERITAHUAN

Setiap pemberitahuan yang diperlukan atau yang diberikan oleh salah satu Pihak kepada Pihak lainnya dianggap telah disampaikan secara sah ketika diakui dengan tanda terima oleh Pihak yang menerima.

Semua pemberitahuan kepada SKK MIGAS dialamatkan kepada:

SATUAN KERJA KHUSUS PELAKSANA KEGIATAN USAHA HULU MINYAK DAN GAS BUMI (SKK MIGAS)

Gedung Wisma Mulia

Jl. Jend Gatot Subroto No.42

Jakarta 12710

Up : Kepala

dan

semua pemberitahuan kepada KONTRAKTOR dialamatkan kepada:

—

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—

—

Up : __

Masing-masing Pihak dapat mengganti alamatnya dengan pemberitahuan tertulis sebelumnya kepada Pihak lainnya.

PERATURAN PERUNDANG-UNDANGAN

Peraturan perundang-undangan Republik Indonesia berlaku untuk KONTRAK ini.

Tidak ada ketentuan-ketentuan atau syarat-syarat dalam KONTRAK ini, termasuk persetujuan dari Para Pihak untuk menyerahkan kepada arbitrase, yang akan menghalangi atau membatasi Pemerintah Republik Indonesia untuk menggunakan hak-haknya yang bersifat mutlak.

KEADAAN KAHAR

Kecuali untuk kegagalan atau ketidakmampuan salah satu Pihak untuk melakukan pembayaran saat jatuh tempo, setiap keterlambatan atau kegagalan oleh masing-masing Pihak dalam

hereunder shall be excused to the extent attributable to Force Majeure.

If operations are delayed, curtailed or prevented by such causes, then the time for carrying out the obligations thereby affected, the term of this CONTRACT and all rights and obligations hereunder shall be extended for a period equal to the period thus involved.

The Party whose ability to perform its obligations so affected by event of Force Majeure and intends to seek relief under Sub-section 15.4.1 and/or extension of the term of CONTRACT referred to in Sub-section 15.4.2 shall notify the other Party thereof in writing as soon as practicable but in no case shall be later than forty eight (48) hours after the occurrence of Force Majeure or after such Force Majeure is known by the Party so affected, specifying the cause, nature extent of the circumstances giving rise to Force Majeure, and both Parties shall do all reasonably possible within their power to remove such cause or to find a solution by which this CONTRACT may be performed despite the continuance of the Force Majeure.

Force Majeure as defined in Sub-Section 15.4 shall be agreed upon by the Parties and subsequently notified to Government

In case of dispute with respect to the existence of Force Majeure claimed by a Party, such dispute shall be settled pursuant to Section XI.

FINAL TAX ON PROFIT , TAX TREATY AND CHANGE OF TAX LAW

SKK MIGAS and CONTRACTOR agree that all of the percentages appearing in Sub-sections 6.2.3 and 6.3.2 of Section VI of this CONTRACT have been determined on the assumption that CONTRACTOR is subject to final tax on profits after tax deduction under Article 26 (4) of the Indonesia Income Tax Law and is not sheltered by any tax treaty to which the Government of the Republic of Indonesia has become a party. In the event that, subsequently, CONTRACTOR or any of Participating Interest Holder(s) comprising CONTRACTOR under this Contract becomes not subject to final tax deduction under Article 26 (4) of the Indonesia Income Tax Law and/or subject to a tax treaty, all of the percentages appearing in Sub-sections 6.2.3 and 6.3.2 of Section VI of this Contract, as applicable to the portions of CONTRACTOR and SKK MIGAS so affected by the non applicability of such final tax deduction or the applicability of a tax treaty, shall be adjusted accordingly in order to maintain the same net income after-tax for all CONTRACTOR's portion of Petroleum produced and saved under this Contract.

For avoidance of doubt, any CONTRACTOR or Participating Interest Holder which is subject to payment of tax on profit which does not constitute as final tax shall not be considered as having paid additional payment to corporate tax, and therefore the share of such CONTRACTOR or Participating Interest Holder shall be subject to adjustment of percentages appearing in Sub-sections 6.2.3 and 6.3.2 of Section VI of this Contract.

If at any time throughout the term of this CONTRACT, CONTRACTOR or any of the Participating Interest Holders, as the

melaksanakan kewajiban atau tugas sesuai KONTRAK dapat dimaklumi (excused) sepanjang disebabkan oleh Keadaan Kahar.

Jika operasi tertunda, terkendala atau terhambat karena sebab-sebab tersebut di atas, maka waktu pelaksanaan kewajiban yang terpengaruh, jangka waktu KONTRAK dan semua hak dan kewajiban harus diperpanjang untuk jangka waktu yang sama dengan lamanya kejadian.

Pihak yang tidak mampu melaksanakan kewajibannya karena terpengaruh oleh Keadaan Kahar dan hendak meminta keringanan berdasarkan Ayat 15.4.1 dan/atau perpanjangan jangka waktu KONTRAK sebagaimana diatur dalam Ayat 15.4.2, harus memberi tahu secara tertulis kepada Pihak yang lain sesegera mungkin tapi tidak melebihi jangka waktu 48 (empat puluh delapan) jam setelah terjadinya Keadaan Kahar atau sejak Keadaan Kahar tersebut diketahui oleh Pihak yang terpengaruh, dengan menyatakan penyebab, jenis dan batas kondisi yang mengakibatkan Keadaan Kahar, dan kedua belah Pihak harus berusaha sebaik-baiknya sesuai dengan kemampuannya untuk mengatasi penyebabnya atau menemukan solusi agar KONTRAK dapat dilaksanakan walaupun Keadaan Kahar tetap berlangsung.

Keadaan Kahar sebagaimana dimaksud dalam Pasal 15.4 ini harus disepakati oleh Para Pihak dan selanjutnya diberitahukan kepada PEMERINTAH.

Dalam hal terjadi perselisihan, terkait keberadaan Keadaan Kahar yang dinyatakan oleh salah satu Pihak, maka perselisihan tersebut akan diselesaikan sesuai ketentuan Bab XI.

PAJAK PENGHASILAN FINAL, PERSETUJUAN PENGHINDARAN PAJAK BERGANDA (P3B) DAN PERUBAHAN HUKUM PAJAK

SKK MIGAS dan KONTRAKTOR sepakat bahwa semua persentase yang dinyatakan dalam Ayat 6.2.3 dan 6.3.2 Bab VI KONTRAK ini telah ditentukan dengan asumsi bahwa KONTRAKTOR tunduk kepada pajak final atas penghasilan setelah dikurangi pengurang pajak sesuai Pasal 26 (4) Undang-undang Pajak Penghasilan Indonesia dan tidak dilindungi oleh P3B dimana Pemerintah Republik Indonesia telah menjadi pihak. Dalam hal, sesudah itu, KONTRAKTOR atau Pemegang Partisipasi Interes lainnya dalam KONTRAK ini tidak harus tunduk kepada pengurang pajak akhir sesuai Pasal 26 (4) Undang-undang Pajak Penghasilan Indonesia dan/atau P3B, maka semua persentase yang dinyatakan dalam Ayat 6.2.3. dan 6.3.2 Bab VI KONTRAK ini, dimana berlaku untuk bagian KONTRAKTOR dan SKK MIGAS yang terkena dampak dari ketidak berlakuan pengurangan pajak final atau P3B tersebut, wajib disesuaikan agar menjaga penerimaan setelah pajak yang sama bagi Minyak dan Gas Bumi bagian KONTRAKTOR yang diproduksi dan disimpan berdasarkan KONTRAK ini.

Untuk menghindari keraguan, KONTRAKTOR atau Pemegang Partisipasi Interes manapun yang tunduk pada pembayaran pajak penghasilan yang bukan merupakan pajak final tidak akan dianggap telah melakukan pembayaran tambahan atas pajak perusahaan, dan oleh karena itu persentase bagian KONTRAKTOR atau Pemegang Partisipasi Interes sesuai Ayat 6.2.3 dan 6.3.2 Bab VI KONTRAK ini akan disesuaikan.

Apabila dalam jangka waktu KONTRAK ini, KONTRAKTOR atau Pemegang Partisipasi Interes, yang mana berlaku, menjadi tidak

case may be, become(s) not subject to final tax deduction under Article 26 (4) of the Indonesia Income Tax Law and/or subject to a tax treaty giving right to CONTRACTOR or such Participating Interest Holder(s) to pay less than the amount stipulated in Article 26 (4) of the Indonesia Income Tax Law, then such CONTRACTOR or such Participating Interests Holder(s) shall refund to SKK MIGAS an amount equal in value to the additional amount of production share that such CONTRACTOR or such Participating Interests Holder(s) enjoy resulting from the foregoing circumstances, or the share percentages appearing in Sub-sections 6.2.3 and 6.3.2 of Section VI of this Contract, shall be revised in order to maintain the same net income after tax for CONTRACTOR or all Participating Interest Holders under this CONTRACT. The revision or adjustment of such share may be calculated and coordinated by Operator, or may be exercised individually by the Participating Interest Holder(s) affected, whichever is practicable and acceptable to SKK MIGAS.

It is agreed further in this CONTRACT that in the event that a new prevailing Indonesia Income Tax Law comes into effect, or the Indonesia Income Tax Law is changed, and CONTRACTOR becomes subject to the provisions of such new or changed law, all the percentages appearing in Section VI of this CONTRACT as applicable to the portions of CONTRACTOR and Government's share so affected by such new or changed law shall be revised in order to maintain the same net income after tax for CONTRACTOR or all Participating Interest Holders in this CONTRACT.

PROCESS ASSOCIATED PRODUCTS

In principle, unless the associated product requires a special and different treatment, or falls under other than crude oil and gas upstream regulatory regime, the production, processing and marketing of such associated product referred shall be treated as production, processing and marketing of hydrocarbon product under this CONTRACT and the revenues received by CONTRACTOR shall be credited to Operating Costs hereunder or shared between SKK MIGAS and CONTRACTOR pursuant to Sub-section 6.2.3 or Sub-section 6.3.2, whichever is applicable.

SECTION XVI

PARTICIPATION

At the time the first Plan of Development is approved by Government, CONTRACTOR shall have obligation to offer a ten percent (10%) Participating Interest under this Contract (hereinafter called "Indonesian Participant Interests") to Local Government Owned Company or LGOC to be designated by the Local Government within which the Contract Area is located, or Indonesian National Company or INC to be designated by the Minister. The existence of ten percent (10%) Participating Interest to be offered to LGOC or INC mentioned above shall be notified by CONTRACTOR to the Local Government or to the Minister referred to above through SKK MIGAS.

harus tunduk kepada pengurang pajak akhir sesuai Pasal 26 (4) Undang-undang Pajak Penghasilan Indonesia dan/atau tunduk kepada ketentuan P3B yang memberi hak kepada KONTRAKTOR atau Pemegang Partisipasi Interes tersebut untuk membayar kurang dari jumlah yang ditentukan dalam Pasal 26 (4) Undang-undang Pajak Penghasilan Indonesia, maka KONTRAKTOR atau Pemegang Partisipasi Interes tersebut akan mengembalikan kepada SKK MIGAS dalam jumlah yang sama dengan nilai tambahan bagian produksi yang dinikmati KONTRAKTOR atau Pemegang Partisipasi Interes tersebut akibat keadaan tersebut, atau persentase bagian sesuai Ayat 6.2.3 dan 6.3.2 Bab VI dari KONTRAK ini, akan diperbaiki agar menjaga penerimaan bersih setelah pajak yang sama bagi KONTRAKTOR atau semua Pemegang Partisipasi Interes dalam KONTRAK ini. Perbaikan atau penyesuaian dari bagian tersebut akan dihitung dan dikoordinasikan oleh Operator, atau dapat dilakukan oleh masing-masing Pemegang Partisipasi Interes yang terpengaruh, yang mana memungkinkan dan dapat diterima oleh SKK MIGAS.

Disepakati juga dalam KONTRAK ini bahwa apabila terdapat Undang-undang Pajak Penghasilan Indonesia yang baru, atau Undang-undang Pajak Penghasilan Indonesia diubah, dan KONTRAKTOR tunduk kepada Undang-undang yang baru atau berubah tersebut, maka semua persentase yang dinyatakan dalam Bab VI KONTRAK ini yang berlaku bagi bagian KONTRAKTOR atau PEMERINTAH yang terpengaruh dengan Undang-undang baru atau perubahan tersebut, wajib diubah untuk menjaga penerimaan setelah pajak yang sama bagi KONTRAKTOR atau semua Pemegang Partisipasi Interes dalam KONTRAK ini.

PENGOLAHAN PRODUK IKUTAN

Pada dasarnya, kecuali produk ikutan memerlukan penanganan khusus atau berbeda, atau tidak tunduk pada pengaturan kegiatan usaha hulu minyak dan gas bumi, maka proses produksi, pengolahan dan pemasaran produk ikutan tersebut akan diperlakukan sebagai proses produksi, pengolahan dan pemasaran produk hidrokarbon berdasarkan KONTRAK ini dan penerimaan yang diperoleh KONTRAKTOR akan menjadi pengurang Biaya Operasi atau dibagi antara SKK MIGAS dan KONTRAKTOR sesuai Ayat 6.2.3 atau Ayat 6.3.2, mana yang berlaku.

BAB XVI

PARTISIPASI

Pada saat POD pertama disetujui oleh Pemerintah, KONTRAKTOR wajib menawarkan 10% (sepuluh persen) Partisipasi Interes (selanjutnya disebut "Partisipasi Interes Indonesia") kepada Badan Usaha Milik Daerah (BUMD) yang akan ditunjuk oleh Pemerintah Daerah dimana Wilayah Kerja berada, atau Perusahaan Nasional Indonesia (PNI) yang akan ditunjuk oleh Menteri. Keberadaan 10% (sepuluh persen) Partisipasi Interes yang akan ditawarkan kepada BUMD atau PNI tersebut diatas akan diberitahukan oleh KONTRAKTOR kepada Pemerintah Daerah atau Menteri melalui SKK MIGAS.

CONTRACTOR's obligation referred to in Sub-section 16.1 shall lapse unless SKK MIGAS advises CONTRACTOR of LGOC or INC designated by Local Government or Minister, as the case may be, to whom CONTRACTOR has to make an offer, not later than one (1) month after CONTRACTOR's notification referred to in Sub-section 16.1 above was sent by registered letter to SKK MIGAS.

CONTRACTOR shall make its offer by registered letter of the Indonesian Participant Interests within sixty (60) days after receipt of SKK MIGAS' registered letter referred to in Sub-section 16.2. The offer by CONTRACTOR is firstly given to LGOC and such offer shall be effective for a period of sixty (60) days as of the date of CONTRACTOR's notification by a registered letter to LGOC. If LGOC is not interested in such offer as notified by registered letter to CONTRACTOR or no notification specifying its interest in such offer is given within the said period, CONTRACTOR shall have the obligation referred to in Sub-section 16.1 to offer the same to INC.

If INC is not interested in this offer as notified by registered letter to CONTRACTOR or no notification specifying its interest in such offer is given within sixty (60) days after the date of the offer, CONTRACTOR shall be released from the obligation referred to in this Section XVI and the offer shall be deemed terminated. In the case that LGOC or INC is interested in the Indonesian Participant Interests offer within the period of such sixty (60) days, LGOC or INC may conduct a due diligence.

The due diligence conducted by LGOC or INC, as the case may be, shall have been completed within one hundred eighty (180) days as of the date of notification of LGOC's or INC's interest in the Indonesian Participant Interests offer issued by CONTRACTOR.

Not later than the latest day of the one hundred eighty (180) days due diligence LGOC shall advise CONTRACTOR of its decision whether it is interested or not interested in the Indonesian Participant Interests offer. If at the latest day of the one hundred eighty (180) days due diligence, LGOC does not accept the Indonesian Participant Interests offer or no notification specifying its acceptance in the Indonesian Participant Interests offer is given, then the offer is given to INC which shall be effective within sixty (60) days as of the date of notification by registered letter from CONTRACTOR.

If INC is not interested in this offer as notified by registered letter to CONTRACTOR or no notification specifying its interest in such offer is given within sixty (60) days as of the date of the offer, CONTRACTOR shall be released from the obligation referred to in this Section XVI and the offer shall be deemed terminated.

Kewajiban KONTRAKTOR sebagaimana dalam Pasal 16.1 akan berakhir kecuali SKK MIGAS memberitahukan kepada KONTRAKTOR atas penunjukan BUMD atau PNI oleh Pemerintah Daerah atau Menteri, mana yang berlaku, kepada siapa KONTRAKTOR harus memberikan penawaran, selambat-lambatnya dalam jangka waktu 1 (satu) bulan setelah pemberitahuan KONTRAKTOR sebagaimana dalam Pasal 16.1 di atas dikirim melalui surat tercatat kepada SKK MIGAS.

KONTRAKTOR wajib menawarkan Partisipasi Interes Indonesia melalui surat tercatat dalam waktu 60 (enam puluh) hari setelah menerima surat tercatat dari SKK MIGAS sebagaimana dalam Pasal 16.2. Penawaran KONTRAKTOR pertama diajukan kepada BUMD dan penawaran tersebut akan berlaku selama jangka waktu 60 (enam puluh) hari sejak tanggal pemberitahuan KONTRAKTOR dengan surat terdaftar kepada BUMD. Dalam hal BUMD tidak berminat dengan penawaran sebagaimana dinyatakan dalam surat tercatat kepada KONTRAKTOR atau tidak terdapat pemberitahuan pernyataan minatnya dalam jangka waktu yang ditentukan, maka sesuai Pasal 16.1, KONTRAKTOR berkewajiban untuk menawarkan Partisipasi Interes Indonesia kepada PNI.

Apabila PNI tidak berminat atas penawaran sebagaimana dinyatakan dalam surat tercatat kepada KONTRAKTOR atau dalam hal tidak terdapat pemberitahuan mengenai minat atas penawaran tersebut dalam waktu 60 (enam puluh) hari setelah tanggal penawaran, maka KONTRAKTOR dibebaskan dari kewajibannya sebagaimana diatur dalam Bab XVI dan penawaran tersebut dinyatakan tidak berlaku. Dalam hal BUMD atau PNI berminat dengan penawaran Partisipasi Interes Indonesia dalam jangka waktu 60 (enam puluh) hari BUMD atau PNI dapat melakukan uji tuntas (due diligence).

Uji tuntas (due diligence) yang dilakukan oleh BUMD atau PNI, mana yang berlaku, wajib diselesaikan dalam jangka waktu 180 (seratus delapan puluh) hari sejak tanggal penyampaian minat BUMD atau PNI atas penawaran Partisipasi Interes Indonesia yang dikeluarkan oleh KONTRAKTOR.

Paling lambat pada hari terakhir dari 180 (seratus delapan puluh) hari uji tuntas (due diligence), BUMD wajib menyampaikan kepada KONTRAKTOR apakah berminat atau tidak berminat atas penawaran Partisipasi Interes Indonesia. Apabila pada hari terakhir dari 180 (seratus delapan puluh) hari uji tuntas (due diligence), BUMD tidak berminat atas Partisipasi Interes Indonesia atau tidak menyampaikan pemberitahuan yang menyatakan minat atas penawaran Partisipasi Interes Indonesia, maka penawaran diteruskan kepada PNI dan akan mulai efektif dalam jangka waktu 60 (enam puluh) hari sejak tanggal pemberitahuan dengan surat tercatat dari KONTRAKTOR.

Apabila PNI tidak berminat atas penawaran tersebut sebagaimana dinyatakan dalam surat tercatat kepada KONTRAKTOR atau dengan tidak adanya pemberitahuan yang menyatakan berminat atas penawaran tersebut dalam jangka waktu 60 (enam puluh) hari sejak tanggal penawaran, maka KONTRAKTOR dibebaskan dari

If INC is interested in the Indonesian Participant Interests offer within the period of such sixty (60) days, INC may conduct a due diligence within the period as stated in Sub-section 16.4 of this Section XVI.

Not later than the latest day of the one hundred eighty (180) days due diligence INC shall advise CONTRACTOR of its decision whether it is interested or not interested in the Indonesian Participant Interests offer. In the case that at the latest day of the one hundred eighty (180) days due diligence INC does not accept the Indonesian Participant Interests offer or no notification specifying its acceptance in Indonesian Participant Interests offer is given, then CONTRACTOR shall be released from the obligation referred to in this Section XVI and the offer shall be deemed terminated.

CONTRACTOR's offer to LGOC or INC referred to in Sub-sections 16.3 and 16.5 of this Section XVI shall be accompanied by a copy of this Contract and a draft of an operating agreement embodying the manner in which CONTRACTOR and LGOC or INC shall cooperate. The main principles of the draft of an operating agreement are contained in Exhibit "D" to this Contract.

In the event of acceptance by LGOC or INC of CONTRACTOR's offer, the LGOC or INC, as the case may be, shall be deemed to have acquired the undivided interest on the date of CONTRACTOR's notification to LGOC or INC referred to in Sub-sections 16.3 and 16.5 of this Section XVI. LGOC or INC, as the case may be, shall not sell, assign, transfer, convey or otherwise dispose of all or any part of the Indonesian Participant Interests during the first three (3) Years as from the effective date of the participation on farm-in agreement entered into by CONTRACTOR and LGOC or INC, as the case may be.

For the acquisition of a ten percent (10%) Participating Interest in this CONTRACT, LGOC or INC as applicable, shall reimburse CONTRACTOR an amount equal to ten percent (10%) of the sum of Operating Costs which CONTRACTOR has incurred for and on behalf of its activities in the Contract Area up to the date of CONTRACTOR's notification to LGOC or the INC mentioned in Sub-sections 16.3 and 16.5 of this Section XVI, and ten percent (10%) of the awarded compensation and equipment and or services as respectively mentioned in Sub-section 8.1 and 8.2 of Section VIII, hereof.

The amount of reimbursement as stipulated in Sub-section 16.8 of this Section XVI shall be made by a transfer of cash within ninety (90) days as of the date of its acceptance of CONTRACTOR's offer referred to in Sub-sections 16.3 and 16.5 of this Section XVI, to CONTRACTOR's account at a banking institution to be designated by it, in the currency in which the relevant costs have been financed.

SKK MIGAS shall be notified in writing by CONTRACTOR with regard to all process of Indonesian Participant Interests offer referred to in this Section XVI.

kewajibannya sebagaimana diatur dalam Bab XVI dan penawaran tersebut dinyatakan tidak berlaku.

Apabila PNI berminat dengan penawaran Partisipasi Interes Indonesia maka dalam jangka waktu 60 (enam puluh) hari, PNI dapat melakukan uji tuntas (due diligence) dalam jangka waktu sebagaimana dinyatakan dalam Pasal 16.4 Bab XVI.

Paling lambat pada hari terakhir dari 180 (seratus delapan puluh) hari uji tuntas (due diligence), PNI harus memberitahukan KONTRAKTOR apakah berminat atau tidak berminat atas penawaran Partisipasi Interes Indonesia. Apabila pada hari terakhir dari 180 (seratus delapan puluh) hari uji tuntas (due diligence), PNI tidak berminat atas penawaran Partisipasi Interes Indonesia atau tidak menyampaikan pemberitahuan yang menyatakan minat atas penawaran Partisipasi Interes Indonesia, maka KONTRAKTOR dibebaskan dari kewajibannya sebagaimana diatur dalam Bab XVI dan penawaran tersebut dinyatakan tidak berlaku.

Penawaran KONTRAKTOR kepada BUMD atau PNI sebagaimana dimaksud dalam Pasal 16.3 dan 16.5 Bab XVI harus dilampiri salinan dari KONTRAK ini dan draf perjanjian operasi yang menjelaskan cara KONTRAKTOR dan BUMD atau PNI akan bekerjasama. Persyaratan utama draf perjanjian operasi tersebut adalah sebagaimana dijelaskan dalam Lampiran "D" KONTRAK ini.

Dalam hal BUMD atau PNI menerima penawaran KONTRAKTOR, maka BUMD atau PNI, mana yang berlaku, akan dianggap menerima undivided interest pada tanggal pemberitahuan KONTRAKTOR kepada BUMD atau PNI sebagaimana dimaksud dalam Pasal 16.3 dan 16.5 Bab XVI. BUMD atau PNI, mana yang berlaku, tidak akan menjual, mengalihkan, memindahtangankan, menyampaikan atau melepaskan seluruh atau sebagian dari Partisipasi Interes Indonesia dalam jangka waktu 3 (tiga) Tahun sejak tanggal efektif keikutsertaannya dalam perjanjian Farm-In antara KONTRAKTOR dan BUMD atau PNI, mana yang berlaku.

Atas perolehan (akuisisi) 10% (sepuluh persen) Partisipasi Interes dari KONTRAK ini, BUMD atau PNI, mana yang berlaku, akan membayar kepada KONTRAKTOR sejumlah uang yang setara dengan 10% (sepuluh persen) dari jumlah Biaya Operasi yang telah dikeluarkan oleh KONTRAKTOR untuk kegiatan di Wilayah Kerja sampai dengan tanggal pemberitahuan oleh KONTRAKTOR kepada BUMD atau PNI sebagaimana disebutkan dalam Pasal 16.3 dan 16.5 Bab XVI, dan 10% (sepuluh persen) dari kompensasi penetapan pemenang dan peralatan dan/atau jasa sebagaimana dimaksud dalam Pasal 8.1 dan 8.2 Bab VIII KONTRAK ini.

Total penggantian pembayaran sebagaimana dinyatakan dalam Pasal 16.8 Bab XVI akan dilakukan melalui transfer uang secara tunai dalam waktu 90 (sembilan puluh) hari dari tanggal penerimaan penawaran KONTRAKTOR sebagaimana dimaksud dalam Pasal 16.3 dan 16.5 Bab XVI, kepada rekening KONTRAKTOR di bank yang telah ditunjuk oleh KONTRAKTOR, dalam mata uang yang sesuai dengan biaya yang telah dibayarkan.

SKK MIGAS akan diberitahukan secara tertulis oleh KONTRAKTOR mengenai proses penawaran Partisipasi Interes Indonesia sebagaimana diatur dalam Bab XVI ini.

SECTION XVII

EFFECTIVENESS

This CONTRACT shall come into effect on the Effective Date.

This CONTRACT shall not be annulled, amended or modified in any respect, except by the mutual consent in writing of the Parties hereto and approved by the Minister.

IN WITNESS WHEREOF, the Parties hereto have executed this CONTRACT, in triplicate, in Jakarta and in the Indonesian and English language, as of the day and year first above written, each of the executed copies shall be deemed as the original copy which has the same legal force and effect.

SATUAN KERJA KHUSUS

PELAKSANA KEGIATAN USAHA HULU MINYAK DAN GAS BUMI (SKK MIGAS)

—

Chairman

BAB XVII

KEBERLAKUAN

KONTRAK ini akan mulai berlaku pada Tanggal Efektif.

KONTRAK ini tidak dapat dibatalkan, diubah atau dimodifikasi dalam segala hal, kecuali dengan persetujuan bersama secara tertulis oleh masing-masing Pihak dan disetujui oleh Menteri.

Dengan ini, Para Pihak telah membuat KONTRAK ini, dalam rangkap tiga, di Jakarta dan dalam bahasa Indonesia dan Inggris, pada hari dan tahun yang telah disebutkan di atas, setiap rangkap KONTRAK akan dianggap sebagai salinan asli yang memiliki keberlakuan dan kekuatan hukum yang sama.

SATUAN KERJA KHUSUS

PELAKSANA KEGIATAN USAHA HULU MINYAK DAN GAS BUMI (SKK MIGAS)

—

Kepala

APPROVED BY THE MINISTER OF ENERGY AND MINERAL RESOURCES/

DISETUJUI OLEH MENTERI ENERGI DAN SUMBER DAYA MINERAL

This ____ day of _____ 201_ / Pada tanggal _____ 201_

on behalf of the/atas nama

GOVERNMENT OF THE REPUBLIC OF INDONESIA/PEMERINTAH REPUBLIK INDONESIA

—

Minister of Energy And Mineral Resources/Menteri Energi Dan Sumber Daya Mineral

EXHIBIT "C"

THIS EXHIBIT "C", THE ACCOUNTING PROCEDURE IS ATTACHED TO AND MADE AN INTEGRAL PART OF THE CONTRACT

BETWEEN

SATUAN KERJA KHUSUS

PELAKSANA KEGIATAN USAHA HULU MINYAK DAN GAS BUMI
(SKK MIGAS)

AND

—

Dated the ____ day of _____ 201_

ACCOUNTING PROCEDURE

Article I

General Provisions

Definitions

The accounting procedure herein provided for is to be followed and observed in the performance of either Party's obligations under the CONTRACT to which this Exhibit is attached.

The definition and terms appearing in this Exhibit "C" shall have the same meaning as those defined in said CONTRACT.

Accounts and Statements

SKK MIGAS' and CONTRACTOR's, as the case may be, accounting records and books will be kept in accordance with generally accepted and recognized accounting systems, consistent with modern petroleum industry practices and procedures. Books and reports will be maintained and prepared in accordance with methods established by SKK MIGAS. The chart of accounts and related account definitions will be prescribed by SKK MIGAS. Reports will be organized for the use of SKK MIGAS in carrying out its management responsibilities under this CONTRACT.

Article II

Operating Costs

Definition

Unless expressly stated otherwise in this Exhibit "C", CONTRACTOR shall have the right to recover Operating Costs out of production of Petroleum from a particular Field, as defined hereunder, in

LAMPIRAN "C"

LAMPIRAN "C" INI, PROSEDUR AKUNTANSI MERUPAKAN LAMPIRAN DAN SATU KESATUAN DENGAN KONTRAK

ANTARA

SATUAN KERJA KHUSUS

PELAKSANA KEGIATAN USAHA HULU MINYAK DAN GAS BUMI
(SKK MIGAS)

DAN

—

Tanggal _____ 201_

PROSEDUR AKUNTANSI

Pasal I

Ketentuan Umum

Definisi

Prosedur akuntansi yang diatur di sini dimaksudkan untuk diikuti dan dijadikan sebagai dasar acuan dalam pelaksanaan kewajiban masing-masing pihak dalam KONTRAK dan merupakan lampiran dari KONTRAK tersebut.

Definisi dan istilah yang terdapat dalam Lampiran "C" ini memiliki arti yang sama seperti yang didefinisikan dalam KONTRAK.

Akun dan Laporan

Catatan akuntansi dan pembukuan SKK MIGAS dan KONTRAKTOR, akan disusun sesuai standar akuntansi yang diterima dan berlaku umum, serta sesuai dengan praktek dan prosedur yang berlaku pada industri Minyak dan Gas Bumi. Pembukuan dan pelaporan keuangan akan disusun sesuai dengan standar yang ditetapkan oleh SKK MIGAS. Daftar akun dan definisi akun yang terkait akan ditentukan oleh SKK MIGAS. Laporan Keuangan yang disusun akan digunakan oleh SKK MIGAS dalam melaksanakan tanggung jawab manajemennya berdasarkan KONTRAK ini.

Pasal II

Biaya-Biaya Operasi

Definisi

Kecuali dinyatakan secara tegas dalam Lampiran "C" ini, KONTRAKTOR berhak untuk mendapat pengembalian Biaya Operasi dari hasil produksi Minyak dan Gas Bumi dari Lapangan

accordance with Section VI of the CONTRACT to which this Exhibit C is attached.	tertentu, sebagaimana didefinisikan dalam Bab VI KONTRAK dimana Lampiran "C" ini terlampir.
For any Year in which commercial production occurs, Operating Costs consist of:	Untuk suatu Tahun dimana produksi komersial dihasilkan, Biaya Operasi meliputi:
current Year Non Capital Costs;	Biaya Non Kapital Tahun berjalan;
current Year depreciation for Capital Costs;	depresiasi Biaya Kapital Tahun berjalan;
current Year allowed recovery of prior Years' unrecovered Operating Costs referred to in paragraphs (a) and (b);	Biaya Operasi Tahun sebelumnya yang dapat dikembalikan pada Tahun berjalan, sebagaimana dimaksud dalam huruf (a) dan (b);
current Year allowed recovery of prior Years' unrecovered Operating Costs with respect to Exploratory Expenditures described in Sub-section 2.2.4 below which were incurred by CONTRACTOR prior to the approval of the POD for the relevant Field.	pengembalian biaya Tahun berjalan atas Biaya Operasi yang belum dikembalikan sehubungan dengan Pengeluaran Kegiatan Eksplorasi seperti diatur dalam Ayat 2.2.4 di bawah ini, yang dikeluarkan oleh KONTRAKTOR sebelum tanggal persetujuan POD atas Lapangan terkait.
For avoidance of doubt, any costs and expenses required by CONTRACTOR to conduct community development after Exploration Period shall not be included as Operating Costs.	Untuk menghindari keraguan, setiap biaya dan pengeluaran yang diperlukan oleh KONTRAKTOR untuk kegiatan community development setelah Masa Eksplorasi tidak akan dimasukkan sebagai Biaya Operasi.
Any costs and expenses incurred by CONTRACTOR prior to Effective Date, and/or costs and expenses relating to the acquisition of Participating Interest hereunder, and/or costs and expenses incurred by CONTRACTOR but not for Petroleum Operations shall not be included as Operating Costs.	Setiap biaya dan beban yang dikeluarkan oleh KONTRAKTOR sebelum Tanggal Efektif, dan/atau biaya dan pengeluaran sehubungan dengan akuisisi Partisipasi Interes, dan/atau biaya yang dikeluarkan KONTRAKTOR, bukan untuk Operasi Minyak dan Gas Bumi tidak dapat dimasukkan sebagai Biaya Operasi.
Non Capital Costs	Biaya-Biaya Non Kapital
Non Capital Costs means those Operating Costs incurred that relate to current Year's operations. In addition to costs relating only to current operations, as described in Sub-sections 2.2.3 and 2.2.4 below, will be classified as Non Capital Costs.	Biaya Non Kapital adalah biaya-biaya yang terjadi sehubungan dengan operasi Tahun berjalan. Sebagai tambahan atas biaya-biaya yang berkaitan hanya dengan operasi Tahun berjalan, seperti dimaksud dalam Ayat 2.2.3 dan 2.2.4 di bawah, akan diklasifikasikan sebagai Biaya Non Kapital.
Non Capital Costs include, among other things:	Biaya Non Kapital termasuk, antara lain:
Operations	Operasi
Labor, materials and services used in day to day oil well operations, oil field production facilities operations, secondary recovery operations, storage handling transportation and delivery operations, gas well operations, gas field production facilities operations, gas transportation and delivery operations, gas processing auxiliaries and utilities, and other operating activities, including repairs and maintenance and marketing, incurred for the relevant Field.	Tenaga kerja, barang dan jasa yang digunakan dalam operasi sumur minyak sehari-hari, operasi fasilitas produksi lapangan minyak, operasi perolehan minyak sekunder (secondary recovery operation), operasi penyimpanan transportasi dan pengiriman, operasi sumur gas, operasi fasilitas produksi lapangan gas, operasi transportasi dan pengiriman gas, fasilitas penunjang pengolahan gas dan aktivitas operasi lainnya, termasuk perbaikan dan pemeliharaan serta pemasaran, yang dikeluarkan untuk Lapangan terkait.
Office, services and general administration	Perkantoran, layanan dan administrasi umum
General services including technical and related services, material services, transportation, rental of specialized and heavy engineering equipment, site rentals and other rentals of services	Layanan umum termasuk pelayanan teknis dan layanan terkait, jasa penyediaan barang, transportasi, penyewaan perlengkapan alat berat khusus, penyewaan tempat dan lainnya, biaya sewa

and property, personnel expenses, public relations, and other expenses abroad incurred for the relevant Field.	properti dan jasa properti lainnya, biaya kepegawaian, biaya kehumasan dan biaya lainnya yang dikeluarkan di luar negeri untuk Lapangan terkait.
Production services	Layanan produksi
Labor, materials and services used in drilling wells with the objective of penetrating a proven reservoir, including the drilling of delineation wells as well as re-drilling, deepening or recompleting wells, and access roads leading directly to well, incurred for the relevant Field.	Tenaga kerja, bahan dan jasa yang digunakan dalam pengeboran sumur dengan tujuan untuk penetrasi reservoir yang sudah terbukti, termasuk pengeboran sumur delineasi dan re-drilling, memperdalam atau re-completing sumur dan akses jalan menuju sumur yang dibor dari Lapangan terkait.
Exploratory Expenditures	Pengeluaran Kegiatan Eksplorasi
All Exploratory Expenditures incurred in the Contract Area prior to the approval of POD for the relevant Field, provided that such Exploratory Expenditures have not been included as Operating Costs under previous Field(s), which consist of the following:	Semua Pengeluaran Eksplorasi yang terjadi di Wilayah Kerja sebelum persetujuan POD untuk Lapangan terkait, dengan ketentuan bahwa Pengeluaran Kegiatan Eksplorasi tersebut belum dimasukkan dalam Biaya Operasi Lapangan (-Lapangan) sebelumnya, yang terdiri dari:
Exploratory drilling	Pemboran Eksplorasi
Labor, materials and services used in drilling of exploratory wells with the objective of finding reserves of oil and/or gas, including the access roads leading directly to the drilled wells.	Tenaga kerja, barang dan jasa yang digunakan dalam pengeboran sumur eksplorasi untuk menemukan cadangan minyak dan/atau gas, termasuk akses jalan menuju sumur yang dibor.
Data acquisition	Akuisisi data
Labor, materials and services used in aerial, geological, topographical, geophysical surveys and information technology.	Tenaga kerja, barang dan jasa yang digunakan pada survei udara, geologi, topografi, geofisika dan teknologi informasi.
Training	Pelatihan
Training of Indonesian personnel as set forth in Section XII of the CONTRACT.	Pelatihan tenaga kerja Indonesia seperti yang diatur dalam Bab XII dari KONTRAK.
Capital Costs	Biaya Kapital
Capital Costs mean expenditures made for items which normally have a useful life beyond the year incurred. A reasonable annual allowance for depreciation of Capital Costs, computed as described in Article III Section 3.1, will be allowed as a recoverable Operating Costs for the current Year.	Biaya Kapital adalah pengeluaran untuk barang-barang yang umumnya memiliki masa manfaat lebih dari 1 (satu) tahun. Penyisihan biaya tahunan untuk depresiasi Biaya Kapital, dihitung sebagaimana diatur dalam Bab III, Pasal 3.1, dapat dikategorikan sebagai Biaya Operasi yang dapat dikembalikan untuk Tahun berjalan.
Capital Costs include, among other things:	Biaya Kapital meliputi antara lain:
Construction utilities and auxiliaries	Konstruksi bangunan penunjang Operasi
Work shops, power and water facilities, warehouses, cargo jetties, and field roads except the access roads mentioned in paragraphs 2.2.3 and 2.2.4 above, incurred for the relevant Field.	Bengkel, fasilitas listrik dan air, gudang, dermaga kargo dan jalan akses pada Lapangan terkait kecuali yang disebut dalam ayat 2.2.3 dan 2.2.4 di atas.
Construction housing and welfare	Konstruksi Perumahan dan sarana penunjang
Housing, recreational facilities and other tangible property incidental to construction, incurred for the relevant Field.	Perumahan; sarana rekreasi dan properti berwujud lainnya yang berhubungan dengan konstruksi, untuk Lapangan terkait.
Production Facilities	Fasilitas Produksi
Offshore platform (including the costs of labor, fuel, hauling and supplies for both the offsite fabrication and onsite installation of platforms, and other construction costs in erecting platforms and	Anjungan lepas pantai (termasuk semua biaya tenaga kerja, bahan bakar, transportasi dan perlengkapan baik untuk proses fabrikasi anjungan di luar lokasi dan pemasangan anjungan di lokasi, dan

installing submarine pipelines), wellhead equipment, subsurface lifting equipment, production tubing, sucker rods, surface pumps, flow lines, gathering equipment, delivery lines and storage facilities. Costs of oil jetties and anchorages, treating plants and equipment, secondary and tertiary recovery systems, gas plants and steam systems, incurred for the relevant Field.

Movables

Surface and subsurface drilling and production tools, equipment and instruments, barges, floating craft, automotive equipment, aircraft, construction equipment, furniture and office equipment and miscellaneous equipment.

Development wells

Labor, materials and services used to drill and equip development wells, development-type stratigraphic test wells and service wells, whether the well is successful or unsuccessful (development dry holes).

Non-recoverable costs are subject to the prevailing Indonesian laws and regulations.

biaya konstruksi lainnya untuk mendirikan anjungan dan memasang pipa bawah laut), peralatan kepala sumur, peralatan produksi di bawah permukaan, tubing produksi, batang penghisap (sucker rods), pompa permukaan, pipa penyalur, fasilitas pengumpul, pipa penjualan dan fasilitas penyimpanan. Biaya dermaga minyak dan pelabuhan, fasilitas pemrosesan, fasilitas perolehan sekunder dan tersier, fasilitas produksi gas dan sistem pemanasan yang dikeluarkan untuk Lapangan terkait.

Barang bergerak

Alat produksi dan pemboran permukaan dan bawah permukaan, peralatan dan instrumen, tongkang, kapal laut, peralatan otomotif, pesawat terbang, peralatan konstruksi, perabot dan peralatan kantor serta peralatan lainnya.

Sumur Pengembangan

Tenaga kerja, bahan dan jasa yang digunakan untuk pengeboran dan penyediaan peralatan untuk sumur pengembangan, jenis pembangunan sumur tes stratigrafi dan sumur layanan, baik sumur tersebut berhasil atau tidak berhasil (sumur pengembangan yang kering).

Biaya-biaya yang tidak dapat dikembalikan tunduk pada ketentuan peraturan perundang-undangan yang berlaku di Indonesia.

Article III

Accounting Methods To Be Used To Calculate Recovery of Operating Costs

Depreciation

Depreciation will be calculated beginning the Calendar Year in which the asset is placed into service with a monthly depreciation allowed for the initial Calendar Year. The method used to calculate each Year's allowable recovery of Capital Costs is the declining balance depreciation method. Calculation of each such Year's allowable recovery of capital costs should be based on the individual asset's capital cost at the beginning of such Year multiplied by the depreciation factor as follows, for:

GROUP 1 = 50%

GROUP 2 = 25%

GROUP 3 = 12.5%

For the Groups of capital assets for any Crude Oil projects and/or Natural Gas projects apply useful lives as follows :

GROUP 1 include among other things:

Automobile applies a useful life of 1.5 years

Artikel III

Metode Akuntansi Perhitungan Pengembalian Biaya Operasi

Depresiasi

Penyusutan akan dihitung pada awal Tahun Kalender terhadap aset yang sudah berstatus placed into service, penyusutan bulanan dibolehkan pada Tahun Kalender pertama. Metode yang digunakan untuk menghitung biaya depresiasi atas Biaya Kapital adalah metode penyusutan saldo menurun. Perhitungan depresiasi tahun berjalan harus didasarkan pada biaya perolehan dari masing-masing aset pada permulaan Tahun dikalikan dengan faktor penyusutan sebagai berikut:

GRUP 1 = 50%

GRUP 2 = 25%

GRUP 3 = 12,5%

Untuk Grup aset kapital proyek Minyak Bumi dan/atau proyek Gas Bumi berlaku masa manfaat sebagai berikut:

GRUP 1 antara lain:

Mobil berlaku masa manfaat 1,5 tahun

Trucks-light (13,000 pounds or less) and tractor units applies a useful life of 2 years	Truk ringan (13.000 pon atau kurang) dan traktor berlaku masa manfaat 2 tahun
Trucks-heavy (more than 13,000 pounds) applies a useful life of 3 years	Truk berat (diatas 13.000 pon) berlaku masa manfaat 3 tahun
Aircraft applies a useful life of 3 years	Pesawat terbang berlaku masa manfaat 3 tahun
Construction equipment applies a useful life of 3 years	Peralatan konstruksi berlaku masa manfaat 3 tahun
GROUP 2 include among other things:	GRUP 2 termasuk antara lain:
Buses apply a useful life of 4.5 Years	Bus berlaku masa manfaat 4,5 Tahun
Office and household equipments apply a useful life of 5 Years	Peralatan kantor dan rumah tangga berlaku masa manfaat 5 Tahun
Construction utilities and auxiliaries apply a useful life of 5 Years	Bangunan sarana dan bangunan penunjang berlaku masa manfaat 5 Tahun
Production facilities apply a useful life of 5 Years	Fasilitas Produksi berlaku masa manfaat 5 Tahun
Railroad cars and locomotives apply a useful life of 7.5 Years	Gerbong kereta dan lokomotif berlaku masa manfaat 7,5 Tahun
Drilling and production tools, equipment and instruments apply a useful life of 5 Years	Peralatan pengeboran dan produksi serta perlengkapan dan instrumennya berlaku masa manfaat 5 Tahun
GROUP 3 include among other things:	GRUP 3 antara lain:
Vessels, barges, tugs and similar water transportation equipment apply a useful life of 9 Years	Kapal, tongkang, kapal tunda, dan alat apung yang sejenis berlaku masa manfaat 9 Tahun
Office buildings, housing and welfare apply a useful life of 10 Years	Bangunan perkantoran, perumahan dan kesejahteraan berlaku masa manfaat 10 Tahun
Balance of unrecovered Capital Costs is eligible for full depreciation at the end of the individual asset's useful life.	Saldo Biaya Kapital yang belum dikembalikan bisa dibebankan langsung sepenuhnya pada akhir masa manfaat dari masing-masing aset.
The undepreciated balance of assets taken out of service will not be charged to Operating Costs but will continue depreciating based upon the lives described above, eventhough where such assets have been subjected to unanticipated destruction, for example, by fire or accident.	Saldo yang belum didepresiasi dari aset yang sudah tidak digunakan karena rusak tidak bisa dibebankan langsung pada Biaya Operasi tetapi akan terus didepresiasi berdasarkan masa manfaat yang disebutkan di atas, sekalipun bahwa aset-aset yang rusak karena sebab yang tidak disengaja, misalnya karena kebakaran atau kecelakaan.
Overhead Allocation	Alokasi Overhead
General and administrative costs, other than direct charges, allocable to this operation should be determined by a detailed study, and the method determined by such study shall be applied each Year consistently. The method selected must be approved by SKK MIGAS, and such approval can be reviewed periodically by SKK MIGAS and the CONTRACTOR.	Biaya umum dan administratif, selain biaya langsung, yang dibebankan ke operasi ini harus ditentukan oleh suatu studi rinci dan metode yang dipilih berdasarkan studi tersebut harus diterapkan secara konsisten setiap Tahun. Metode yang dipilih harus disetujui oleh SKK MIGAS serta dapat ditinjau secara berkala oleh SKK MIGAS dan KONTRAKTOR.
Gas Costs	Biaya-Biaya Gas
Operating Costs directly associated with the production of Natural Gas will be directly chargeable against Natural Gas revenues in determining entitlements under Section VI Sub-section 6.3.2 of the CONTRACT. Operating Costs incurred for production of both	Biaya Operasi yang secara langsung dapat dihubungkan dengan produksi Gas Bumi akan langsung dibebankan pada pendapatan Gas Bumi untuk menentukan bagian masing-masing sesuai Pasal VI Ayat 6.3.2 dari KONTRAK. Biaya Operasi yang timbul untuk

Natural Gas and Crude Oil will be allocated to Natural Gas and Crude Oil based on the relative value of the products produced for the current Year. Common support costs will be allocated on an equitable basis agreed to by both parties.

If after commencement of production the Natural Gas revenues do not permit full recovery of Natural Gas costs, as outlined above, then the excess costs shall be recovered from Crude Oil revenues.

Likewise, if excess Crude Oil costs (Crude Oil costs less Crude Oil revenues) exist, this excess can be recovered from Natural Gas revenues.

If production of either Natural Gas or Crude Oil has commenced while the other has not, the allocable production costs and common support costs will be allocated in an equitable manner. Propane and butane fractions extracted from Natural Gas but not spiked in Crude Oil shall be deemed as Natural Gas for the purpose of accounting.

Inventory Accounting

The costs of non-capital items purchased for inventory will be recoverable at such time the items have landed in Indonesia and used in accordance with the requirements for Petroleum Operations.

Insurance

Operating Costs shall include premiums paid for insurance normally required to be carried for the Petroleum Operations relating to CONTRACTOR's obligations conducted under the CONTRACT.

Claims

Operating Costs shall also include all expenditures incurred and paid in settlement of any and all losses, claims, damages, judgments, and other expenses, including fees relating to CONTRACTOR's obligation under the CONTRACT, except if the expenditures incurred and paid in settlement of any and all losses, claims, damages, judgments, and other expenses related thereto are arising out of the Gross Negligence or Willful Misconduct of CONTRACTOR.

Abandonment and Site Restoration

Operating Costs shall include all expenditures incurred in the abandonment of all exploratory wells and the restoration of their drill sites, together with all estimates of monies required for the funding of any abandonment and site restoration program established in conjunction with an approved plan of development for a commercial discovery.

Expenditures incurred in the abandonment of exploratory wells and the restoration of their drill sites shall be charged as Operating Costs in accordance with Article II of this Exhibit "C".

The deposit of the estimates of monies required for the funding of any abandonment and site restoration program established

produksi baik Gas Bumi dan Minyak Bumi akan dialokasikan untuk Gas Bumi dan Minyak Bumi berdasarkan nilai relatif produksi masing-masing produk yang dihasilkan untuk Tahun berjalan. Biaya umum akan dialokasikan berdasarkan dasar yang adil yang disepakati oleh kedua belah pihak.

Jika setelah dimulainya produksi, pendapatan dari Gas Bumi tidak mencukupi pengembalian biaya Gas Bumi seluruhnya seperti ditunjukkan di atas maka kelebihan biaya tersebut dapat dikembalikan dari pendapatan Minyak Bumi.

Demikian pula, jika terdapat kelebihan biaya Minyak Bumi (biaya Minyak Bumi dikurangi dengan pendapatan Minyak Bumi) maka kelebihan tersebut dapat dikembalikan melalui pendapatan Gas Bumi.

Jika salah satu dari produksi Gas Bumi atau Minyak Bumi telah dimulai, untuk sementara alokasi biaya produksi dan biaya umum akan dialokasikan dengan cara yang adil. Fraksi propana dan butana yang diekstrak dari Gas Bumi, namun tercampur di dalam Minyak Bumi akan dianggap sebagai Gas Bumi untuk tujuan akuntansi.

Akuntansi Persediaan

Biaya barang non-kapital yang dibeli untuk persediaan dapat diperoleh kembali pada waktu barang-barang tersebut telah masuk wilayah Indonesia dan digunakan sesuai dengan persyaratan untuk Operasi Minyak dan Gas Bumi.

Asuransi

Biaya Operasi harus meliputi pembayaran premi asuransi yang umumnya diperlukan dalam melaksanakan operasi Minyak dan Gas Bumi yang berkaitan dengan kewajiban KONTRAKTOR berdasarkan KONTRAK.

Klaim

Biaya Operasi harus juga meliputi semua biaya yang dikeluarkan dan dibayarkan untuk penyelesaian segala kerugian, klaim, kerusakan dan biaya lainnya, termasuk biaya atas kewajiban KONTRAKTOR dalam KONTRAK kecuali biaya yang dikeluarkan dan dibayarkan untuk penyelesaian segala kerugian, klaim, kerusakan, penilaian dan biaya lainnya yang disebabkan Kelalaian Berat atau Perbuatan Salah yang Disengaja oleh KONTRAKTOR.

Abandonment dan Site Restoration

Biaya Operasi meliputi semua biaya yang timbul dalam abandonment seluruh sumur eksplorasi dan restorasi lokasi pemborannya, bersama-sama dengan perkiraan dana yang diperlukan untuk cadangan pendanaan program abandonment dan site restoration yang disusun sejalan dengan POD yang telah disetujui untuk penemuan komersial.

Biaya yang dikeluarkan dalam abandonment sumur-sumur eksplorasi dan restorasi lokasi pemboran akan dibebankan sebagai Biaya Operasi sesuai dengan Pasal II Lampiran "C" ini.

Penyimpanan perkiraan cadangan dana yang diperlukan untuk mendanai setiap program abandonment dan site restoration yang

pursuant to paragraph (e) of Sub-section 5.2.6 of the CONTRACT into an escrow account which constitutes the Abandonment and Restoration Funds (AARF), shall begin at the Year of first commercial production, and such deposited amount may be charge as Operating Cost Annually.

Such estimated amount of monies to be deposited into such an escrow account will be calculated each Year by dividing the total estimated costs of abandonment and site restoration for each discovery less the estimated salvage value of abandoned facilities by the total estimated number of Years in the economic life of each discovery and shall be reviewed on an annual basis and such estimates shall be adjusted each Year as required.

If, for any reason, CONTRACTOR is required to abandon any field and restore the related site prior to the expiration or termination of this CONTRACT, CONTRACTOR may, for the purpose of conducting such abandonment and site restoration, use the funds established as AARF pursuant to the provisions of Sub-section 5.2.6 (e) hereof.

Article IV

Implementation of Accounting Procedures

The implementation of Accounting Procedures set forth under this Exhibit "C" shall be stipulated in SKK MIGAS operating procedures which become an integral part hereof.

dibuat berdasarkan butir (e) Ayat 5.2.6 dari KONTRAK dalam rekening bersama Abandonment and Restoration Funds (AARF), harus dimulai pada Tahun pertama produksi komersial dan jumlah pencadangan tersebut dapat dibebankan sebagai Biaya Operasi secara tahunan.

Perkiraan jumlah cadangan dana yang harus disetor ke rekening bersama akan dihitung setiap Tahun dengan membagi total estimasi biaya abandonment dan site restoration untuk setiap penemuan, dikurangi estimasi nilai sisa dari fasilitas yang akan di-abandon lalu dibagi masa manfaat dari setiap penemuan tersebut dan harus ditinjau ulang secara tahunan dan perkiraan ini disesuaikan dengan hasil peninjauan ulang setiap Tahun.

Jika, karena alasan apapun, KONTRAKTOR diminta untuk melakukan abandonment atas lapangan tertentu dan melakukan site restoration sebelum berakhirnya KONTRAK ini, maka KONTRAKTOR dapat, untuk tujuan melaksanakan abandonment dan site restoration, menggunakan cadangan dana yang telah tersedia dalam AARF sesuai dengan ketentuan dalam Ayat 5.2.6 (e).

Pasal IV

Pelaksanaan Prosedur Akuntansi

Pelaksanaan Prosedur Akuntansi dalam Lampiran "C" ini akan diatur oleh SKK MIGAS dalam suatu prosedur atau pedoman kerja SKK MIGAS yang akan menjadi bagian tidak terpisahkan dari KONTRAK ini.

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EXHIBIT "D"

THIS EXHIBIT "D", THE MEMORANDUM OF PARTICIPATION IS ATTACHED TO AND MADE AN INTEGRAL PART OF THE CONTRACT

BETWEEN

SATUAN KERJA KHUSUS

PELAKSANA KEGIATAN USAHA HULU MINYAK DAN GAS BUMI

(SKK MIGAS)

AND

—

LAMPIRAN "D"

LAMPIRAN "D" INI, MEMORANDUM PARTISIPASI MERUPAKAN LAMPIRAN DAN BAGIAN YANG TIDAK TERPISAHKAN DENGAN KONTRAK

ANTARA

SATUAN KERJA KHUSUS

PELAKSANA KEGIATAN USAHA HULU MINYAK DAN GAS BUMI

(SKK MIGAS)

DAN

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Dated the ____ day of _____ 201_

Tanggal _____ 201_

MEMORANDUM OF PARTICIPATION

The operating agreement between CONTRACTOR and the Indonesian Participant referred to in Sub-section 16.6 of Section XVI shall embody, inter alia, the following main principles:

CONTRACTOR shall be the sole Operator of the venture under rights and obligations stipulated in CONTRACT.

Authorized representatives of both parties shall meet periodically for the purpose of conducting the venture's operations. All decisions shall be taken by majority vote except in case of terminating the CONTRACT which decision shall require the unanimous consent of both parties. However if either of the parties wishes to withdraw from the venture it shall transfer without cost its undivided interest to the other party.

Both parties shall have the obligation to provide or cause to be provided their respective proportions of such finance and in such currencies as may be required from time to time by the Operator for the operations envisaged under the CONTRACT.

The effects of a party's failure to meet calls for funds within the prescribed time limits shall be provided.

The Operator shall prepare the annual Work Program and Budgets of Operating Costs which shall be submitted to the authorized representative of both parties for decision prior to their submission to SKK MIGAS in accordance with the provisions of the CONTRACT.

In respect of any exploratory drilling operation a "non consent" provision shall be made which allows the Indonesian Participant to not have to participate in such operation if it were to disagree to the inclusion of such operation in the Work Program and Budget of Operating Costs and which in case of success adequately compensates CONTRACTOR for the cost and risk incurred by the CONTRACTOR.

Subject to adequate lifting tolerances each party shall off take at CONTRACTOR's Point of Export its production entitlement and its proportionate share of any portion of the Crude Oil which SKK MIGAS elects not to take in kind, both as provided under the CONTRACT. However, if the Indonesian Participant is not in a position to market such quantity wholly or partly it shall in respect of the quantity which it cannot market itself have the option under an adequate notification procedure, either to require CONTRACTOR (or its associates if CONTRACTOR so desires) to

MEMORANDUM PARTISIPASI

Perjanjian operasi antara KONTRAKTOR dengan Peserta Indonesia sebagaimana dimaksud dalam Pasal 16.6 dari Bab XVI, harus, antara lain, memuat prinsip-prinsip utama sebagai berikut:

KONTRAKTOR adalah satu-satunya Operator dari usaha bersama berdasarkan hak dan kewajiban yang diatur berdasarkan KONTRAK.

Para wakil yang berwenang dari kedua pihak harus bertemu secara berkala untuk melakukan kegiatan operasi dari usaha bersama. Semua keputusan diambil berdasarkan suara mayoritas kecuali dalam hal pengakhiran KONTRAK dimana keputusan tersebut memerlukan persetujuan bulat dari kedua belah pihak. Namun demikian, jika salah satu pihak ingin mengundurkan diri dari usaha bersama, maka ia harus mengalihkan undivided interest bagiannya kepada pihak lain dengan tanpa biaya.

Kedua belah pihak berkewajiban menyediakan atau memastikan tersedianya bagian masing-masing atas pendanaan dan dalam mata uang yang dari waktu ke waktu mungkin diperlukan oleh Operator untuk melaksanakan operasi yang direncanakan berdasarkan KONTRAK.

Akibat dari kegagalan suatu pihak dalam memenuhi permintaan penyediaan dana dalam batas waktu yang telah ditentukan akan diatur lebih lanjut.

Operator harus mempersiapkan Rencana Kerja dan Anggaran tahunan dari Biaya Operasi yang harus akan disampaikan kepada perwakilan yang berwenang dari kedua belah pihak untuk diputuskan sebelum diajukan kepada SKK MIGAS sesuai dengan ketentuan KONTRAK.

Sehubungan dengan setiap kegiatan pemboran eksplorasi, suatu ketentuan "ketidaksetujuan" (non-consent) harus dibuat untuk memungkinkan Peserta Indonesia untuk tidak berpartisipasi dalam operasi tersebut dalam hal ia tidak sepakat untuk memasukkan kegiatan pemboran eksplorasi tersebut ke dalam Rencana Kerja dan Anggaran untuk Biaya Operasi. Namun apabila pemboran eksplorasi tersebut berhasil, maka Peserta Indonesia harus memberikan kompensasi yang layak kepada KONTRAKTOR atas biaya dan risiko yang telah ditanggung oleh KONTRAKTOR.

Dengan tunduk pada toleransi lifting yang wajar, masing-masing pihak akan mengambil di Titik Ekspor KONTRAKTOR, bagiannya atas hasil produksi dan bagiannya yang proporsional atas bagian Minyak Bumi dalam hal SKK MIGAS memilih untuk tidak mengambil bagiannya dalam bentuk natura (in kind) sebagaimana ditentukan dalam KONTRAK. Namun, jika Peserta Indonesia tidak dalam posisi untuk memasarkan jumlah Minyak Bumi tersebut secara keseluruhan atau sebagian, maka untuk jumlah yang tidak dapat dipasarkan tersebut, ia, berdasarkan prosedur

purchase that quantity, or to lift that quantity at a later date under an adequate procedure.

pemberitahuan yang layak memiliki opsi untuk meminta KONTRAKTOR (atau mitra-mitranya, jika KONTRAKTOR menghendaki) untuk membeli jumlah tersebut atau untuk mengambil jumlah tersebut di kemudian hari berdasarkan suatu prosedur yang wajar.

In respect of any quantity to be purchased from the Indonesian Participant by CONTRACTOR (or its associates) the price in respect of each quality of Crude Oil shall be:

Untuk setiap jumlah yang akan dibeli dari Peserta Indonesia oleh KONTRAKTOR (atau mitra-mitranya) harga untuk masing-masing kualitas Minyak Bumi adalah sebagai berikut:

for Crude Oil to be delivered for domestic supply under the terms of the CONTRACT, twenty five percent (25%) of the price pursuant to Section VII or as otherwise provided for in the CONTRACT.

untuk Minyak Bumi yang akan diserahkan untuk pasokan dalam negeri berdasarkan ketentuan KONTRAK adalah 25% (dua puluh lima persen) dari harga berdasarkan Bab VII atau sebagaimana diatur lain dalam KONTRAK.

for all other Crude Oil the weighted average net realized price received by CONTRACTOR for comparable types and quantities sold by it during the Calendar Year involved minus five percent (5%).

untuk Minyak Bumi lainnya adalah harga bersih rata-rata tertimbang yang direalisasikan (weighted average net realized price) yang diterima oleh KONTRAKTOR untuk jenis dan jumlah yang sebanding yang dijual oleh KONTRAKTOR selama Tahun Kalender bersangkutan dikurangi 5% (lima persen).

If Natural Gas is encountered in commercial quantities, special provisions shall be drawn up having due regard the condition related to such Natural Gas, inter alia, to the long term character of Natural Gas supply contracts.

Jika Gas Bumi ditemukan dalam jumlah yang komersial, ketentuan khusus akan dibuat dengan memperhatikan, kondisi yang berkenaan dengan Gas Bumi tersebut, antara lain, dengan sifat jangka panjang dari kontrak-kontrak pasokan Gas Bumi.

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EXHIBIT "E"

LAMPIRAN "E"

THIS EXHIBIT "E", THE PARTICIPATING INTEREST HOLDER AND OPERATOR IS ATTACHED TO AND MADE AN INTEGRAL PART OF THE CONTRACT

LAMPIRAN "E" INI, PEMEGANG PARTISIPASI INTERES DAN OPERATOR MERUPAKAN LAMPIRAN DAN SATU KESATUAN DENGAN KONTRAK

BETWEEN

ANTARA

SATUAN KERJA KHUSUS

SATUAN KERJA KHUSUS

PELAKSANA KEGIATAN USAHA HULU MINYAK DAN GAS BUMI (SKK MIGAS)

PELAKSANA KEGIATAN USAHA HULU MINYAK DAN GAS BUMI (SKK MIGAS)

AND

DAN

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Dated the ____ day of _____ 201_

Tanggal _____ 201_

PARTICIPATING INTEREST HOLDER AND OPERATOR

PEMEGANG PARTISIPASI INTERES DAN OPERATOR

Participating Interest Holder in the Contract Area on the effective date of this CONTRACT are as follows:

Pemegang Partisipasi Interes di Wilayah Kerja pada tanggal efektif KONTRAK ini adalah sebagai berikut :

__ : 100 %

__ : 100 %

Operator shall be __.

dengan Operator adalah __.

In the event of transfer of Participating Interest Holder, the letter of approval on the transfer of Participating Interest as referred to in Sub-section 5.2.7 and 5.2.8 shall be attached to and made an integral part of this CONTRACT.

Dalam hal terjadi pengalihan Pemegang Partisipasi Interes, surat persetujuan atas pengalihan Partisipasi Interes sebagaimana dimaksud pada Ayat 5.2.7 dan 5.2.8 menjadi bagian yang melekat pada dan tidak terpisahkan dari KONTRAK ini.

In the event of change of Operator, the letter of approval on the change of Operator as referred to in Sub-section 1.1.7 shall be attached to and made an integral part of this CONTRACT.

Dalam hal terjadi perubahan Operator, surat persetujuan atas perubahan Operator sebagaimana dimaksud pada Ayat 1.1.7 menjadi bagian yang melekat pada dan tidak terpisahkan dari KONTRAK ini.

ANNEX 8 – EITI SCOPING NOTE 2010-2011

1. ASSESSMENT OF OIL AND GAS REVENUE STREAMS

1.1 Upstream versus downstream payments in the oil and gas sector

The oil and gas industry can be conceptually divided between the upstream sector of the oil and gas industry (the exploration and production of crude oil and natural gas), and the downstream sector of the oil and gas industry (refining/processing, storage, transportation and marketing of oil products and natural gas). The 2010 and 2011 EITI reports consider only the upstream portion of the sector, and primarily material revenue streams from production.

1.2 Benefit streams made in the upstream sector

Operators are required to pay state revenues from the upstream oil and gas sector in the form of taxes and non-tax revenues:

1. *Non-tax revenues:* These consist of government production share of oil and gas, bonuses and fees. The government's share of production includes Domestic Market Obligation (DMO) oil. The contractor is required to pay a range of bonuses including a signing and production bonus, and a range of fees and charges some of which may be cost recoverable. Cost recovery is a process whereby oil and gas operators are entitled to recover costs of oil and gas operating activities, either in physical volumes of oil and gas, or in shares of the financial proceeds resulting from the sale of oil and gas.
2. *Taxes:* These include Corporate Income Tax and Branch Profits Tax, Land and Building Tax, Withholding Taxes on foreign and domestic payments of dividends and interest, on services and rental equipment, on salaries to employees, and on imported goods, the Value Added Tax, Import Duties, and some minor local taxes.

Table 4.6-1 Oil and gas sector benefit streams in 2011

Benefit streams	2011 global figures (IDR trillion)	% of total oil and gas global figures	Conveyed from Contractor to Government?	Included in 2010/11 report?
Non-tax revenue				
Revenue from oil production (government share of equity oil)	141.30	47.13	Yes	Yes
Revenue from gas production (government share of equity gas)	52.19	17.41	Yes	Yes
Revenue from crude oil (difference between the value of the DMO oil conveyed by the operator to the state and the DMO fee paid by the state to the operator)	11.76	3.92	Yes	Yes
Signature bonus	0.95	0.32	Yes	Unilateral

Benefit streams	2011 global figures (IDR trillion)	% of total oil and gas global figures	Conveyed from Contractor to Government?	Included in 2010/11 report?
Production bonus	0.05	0.02	Yes	Yes
NOC Dividends (dividend paid to government by the national oil company derives from profits from upstream and downstream activities, as well as non-oil and gas activities)	5.62	1.88	Yes	Yes
Equipment and services bonuses	-	<1%	Cost recoverable	No
Expatriate hire fees	-	<1%	Cost recoverable	No
Data fees	-	<1%	Yes	No
Joint studies	-	<1%	Yes	No
Training of Indonesian nationals	-	<1%	Cost recoverable	No
Scholarship funds	-	<1%	Cost recoverable	No
Performance bond	-	No data	Cost recoverable	No
General working fund	-	No data	Cost recoverable	No
Retirement fund	-	<1%	Cost recoverable	No
Taxes				
Oil income tax	25.94	8.65	Yes	Yes
Gas income tax	47.15	15.73	Yes	Yes
Land and building tax	20.48	6.83	No, transferred from DGB to DGT	Unilateral
Value added tax (VAT)	-	0.96	No, transferred from DGB to DGT	Unilateral
Local tax and retribution	-	0.004	No, transferred from DGB to producing regions.	Unilateral
Withholding taxes – Foreign payments	-	No data	No, on behalf of 3rd party	No
Withholding taxes – Domestic payments	-	No data	No, on behalf of 3rd party	No
Withholding taxes – Salaries	-	No data	No, on behalf of 3rd party	No
Import tax	-	No data	No	No

Note: (1) DGB refers to the Directorate General of Budget. DGT refers to the Directorate General of Tax. Both are in the Ministry of Finance. (2) “Unilateral” denotes revenues unilaterally reported by the DGB, and not by operators, except in the case of signature bonuses, which are unilaterally reported by the DG of Oil and Gas, and not by operators.

1.3 Non-tax revenue streams included in the scope of the 2010 and 2011 reports

The following non-tax revenue streams will be included in the scope of the 2010 and 2011 reports.

Government’s percentage share of production: Oil and gas production is carried out by operators under *production sharing contract “PSC”* arrangements. After operators retain certain physical or monetary amounts

of oil or gas for cost recovery purposes, what remains is referred to as equity oil or profit oil, which is split between the operator and the government. The share of oil and gas retained by operators is referred to as the operator's share of equity oil, and the government's share is referred to as the government's share of equity oil and gas. Government share of equity oil and gas are the largest two extractive industry revenue streams in Indonesia. During 1984 to 2007, the government's share of equity oil and gas was at a constant rate. The Government's share after taxes has altered over the years as Indonesia's general income tax rate has lowered (see Table 2). In the latest generations of PSCs, the government's take has decreased, both before and after taxes).

Table 4.6-2 Government take, by date of initiation of PSC

Year of initiation of PSC	Income tax – general	Income tax – Branch profit	Combine d tax rate*	Govt. share (oil) before tax	Govt. share (oil)	Govt. share (gas) before tax	Govt.. share (gas)
Before 1984	45%	20%	56%	65.91%	85%	31,82%	70%
1984-1994	35%	20%	48%	71.15%	85%	42,31%	70%
1995-2007	30%	20%	44%	73.21%	85%	46.43%	70%
2008	30%	20%	44%	55.36%	75%	28.57%	60%
2009	28%	20%	42.4%	37.5%	64%	28.6%	58.86%
2010	25%	20%	40%	40%	64%	31.5%	58.86%

Over/under lifting. The government production sharing rate is shown in Table 2, above. In accordance with the PSC, the operator transfers oil and gas to the government in the form of lifting volume. Lifting variances will occur each year between the operator and the government. Over/under lifts are settled in cash with the government.

Domestic Market Obligation (DMO) and DMO fee: Indonesian oil and gas operators are required to supply crude oil to the government up to a maximum of 25% of the operator's share of oil produced. The price for this oil is specified in the PSC. The DMO fee is the compensation made by the Government to the operator for the oil surrendered to meet the DMO. The government records the difference between the monetized volume of DMO and the DMO fees as "revenue of crude oil" (see Table 1). For PSCs issued since the passing of the 2001 Oil and Gas Law, the operator is required to supply gas into the domestic market in Indonesia from 25% (no less) of its percentage share of total production. The price for this will be the Weighted Average Contract Price which is defined in the PSC. No PSC had yet begun to transfer DMO gas to the government in 2010 or 2011, and hence DMO gas is not included in this report.

Signature bonus: is a payment made to the Government within one month of the award of an exploration contract to oil and gas companies conducting exploration. These bonuses generally range from between USD1 million–15 million. The company which offers the highest bonus in the bidding round wins the PSC. The bonus is transferred to a numbered account in the Treasury. The signature bonus will not be reconciled because signature bonuses are quite small, amounting to less than a third of a percent of all oil and gas revenues in 2011. However, the Directorate General for Oil and Gas who has knowledge of the size of the bonus will unilaterally report the signature bonuses received from exploration contractors in 2010 and 2011.

Production and development bonuses: are payments made by an operator when it achieves specific pre-agreed, levels of barrels-per-day production, or cumulative production.

NOC Dividends: The holding company of the Indonesian National Oil Company (NOC), Pertamina, pays an annual dividend to the government. This dividend is a percentage of the holding company's

total profits determined annually by Ministry of State Owned Enterprises. Because Pertamina has interests in upstream activities, downstream activities, and a broad range of non-oil and gas activities, the dividend figure reported to EITI Indonesia is not a purely upstream figure. Despite this, the MSG considered the publication of dividend payment to be in keeping with the principles of the EITI. This is the only figure in EITI Indonesia's 2010/2011 report that is not a purely upstream, extractives-based figure.

1.4 Non-tax streams not included in the scope of the 2010 and 2011 reports

For the purposes of the 2010 and 2011 reports, a number of non-tax revenue streams will not be included in the scope of the reports. These can be divided into two groups:

- The first are payments that are recouped by companies through the cost recovery process or other means, and therefore result in no financial benefit to the government. The recoverable nature of these taxes, and the fact that they are charged across a broad range of goods and services, also makes them very difficult to reconcile and for these reasons they are not included as revenue streams for the 2010 and 2011 reports.
- The second are payments which very are small in both individual size and global terms, and are therefore not considered material to the reporting process

The non-tax streams not included in the scope of the 2010 and 2011 reports, and the reasons for their omission are outlined below.

Equipment and services bonus: This bonus is requested in some bidding rounds, and written into PSCs for winning operators. This bonus is sometimes paid in kind (for example, in the form of a donation of computers). If paid in cash, the Bonus is believed to be paid to DG Oil and Gas, which then transfers the funds to the Treasury. These fees are not included in the scope of the 2010/11 reports because these fees are cost recovered by companies.

Fees for hiring expatriates (DPKK): A charge of USD1,200 per annum applies to each expatriate hired. The Government entity that is the ultimate recipient of this payment is the Ministry of Manpower. These fees are not included in the scope of the reporting because they are minor in size and are cost recovered by companies.

Data fees: When a company bids for new acreage, it often has the opportunity to purchase data (such as geological and geophysical data) obtained from earlier exploration activity. This data is then used to support the company's bid. It is advised that companies' fees for such data are paid to DG Oil and Gas, which then transfers part of the funds to Patra Nusa Data (a state-owned company) which provides the data, and part of the funds to the Energy Data Centre, which operates under the authority of the Ministry of Energy and Mineral Resources' Secretariat General. Government Regulation 9/2012 refers that tariff for each bid document is USD 5,000. It is assumed that this contribution is less than 1 percent of total oil and gas revenue in 2011. These fees were not included in the scope of the reporting due to the minor sums involved.

Joint studies: Joint studies are sometimes undertaken by companies to support their bid for new acreage. They are usually carried out in conjunction with a university nominated by the DG Oil and Gas. Fees are paid to the universities for their services and are negotiated directly with them like any other vendor. These fees were not included in the scope of the reporting because they are cost recoverable (in the event that the study being undertaken results in a successful find and subsequent production), and because they are paid to third parties – ie universities, rather than to the government.

Training of Indonesian nationals (IWPL): These are fees conveyed mainly to overseas training providers nominated by the entity formerly known as BPMIGAS during the 2010 and 2011 reporting period (and now known as SKKMIGAS), to pay for the training of Indonesians who work in the oil and gas sector. According to DG Oil and Gas, this is managed by SKKMIGAS. The amount to be paid will be stated in the operator's annual work program and budget. The training provider will be agreed jointly by BPMIGAS and the operator. Access to training paid for out of this fund is said to be open to all Indonesian nationals involved in the oil and gas sector. These fees are not included in the scope of the reporting because they are cost recovered by companies and paid to third parties.

Scholarship funds: These are funds paid to the entity formerly known as BPMIGAS, which then nominates its own and possibly other individuals to use them to pursue educational activities in overseas locations. It appears that in the past (and it may still be the case today) that each operator was asked by BPMIGAS to contribute an amount, which was determined by each operator's level of production. The recipients of these funds are said to be decided jointly by BPMIGAS and the operator. These Scholarship Funds do not seem to have any connection with the IWPL program mentioned above. These fees are not included in the scope of the reporting because these fees constitute a minor proportion of the total oil and gas streams and are cost recovered by companies, although this cost recoverable status has recently been challenged by Government Regulation 79 of 2010.

Performance bond: This only applies to PSCs issued since the introduction of the 2001 Oil and Gas Law. The purpose of the bond is that, in the event an operator fails to meet its commitments during the first three years of exploration, operators do not then shirk on payment of penalties incurred for that failure. According to the DG of Oil and Gas, the amount of the bond varies from one PSC to another. These fees are not included in the scope of the reporting because they are, in effect, a form of insurance that will eventually be returned to compliant companies.

General working advance fund: This Fund is managed by the entity formerly known as BPMIGAS and relates to each operator's government relations and hospitality activities. Each individual PSC is required to maintain a float of \$75,000 with BPMIGAS to fund various BPMIGAS activities. The fund is operated on a petty cash basis. Examples of expenditure items covered by this fund are joint studies and per diem payments to BPMIGAS officials for field/business trips. All expenditures must be approved by the operator. These fees are not included in the scope because these fees constitute a minor proportion of the total oil and gas streams and are cost recovered by companies.

Retirement funds: Each PSC maintains its own retirement fund known as the *Tabel Besar* (literally, the "Big Table") which offers to its employees retirement benefits which are much more than required by Ministry of Manpower. PSCs are also required to join the (compulsory for all employers) state-run workers' social security program - *Jamsostek*. This provides basic retirement, work accident, and continuing disability cover. *Jamsostek* manages a huge fund. Retirement payments are not included in the scope of the reporting because they are cost recovered by companies (although this cost recoverable status has recently been challenged by Government Regulation 79 of 2010) and cannot be considered revenue, given that the Government manages this money on behalf of workers. The receipt (and re-distribution at the time of retirement of) of these payments is off budget.

1.5 Tax streams included in the scope of the 2010 and 2011 reports

Corporate income taxes and branch profit taxes: These taxes rates are as shown in Table 2 (above). The Corporate Income taxes and branch profit taxes payments of a contractor are calculated based on the amounts of oil and gas produced, rather than the actual profits or losses of oil and gas companies. The income tax is calculated by the Directorate General of Budget as opposed to the tax office. Branch profit taxes are set at a rate of 20 percent of income, but may be reduced as a result of tax treaties between Indonesia and the country where the head office of the operator is located.

Monthly income tax payments are due on each month's liftings. At year-end, the actual lifting entitlement is determined and the final income tax liability is settled. Where income tax prepayments exceed the total liability for the year the overpayment is carried forward rather than refunded.

Indirect taxes: Not all of the taxes reported by the government in the oil and gas sector are paid directly by companies. As outlined below, there are number of 'taxes' that are calculated by the Directorate General of Budget, and transferred from the government's share of equity oil and gas directly to Treasury (and then reported to the Directorate General of Tax) or local governments. In this case, there is no funds transfered between the contractors to the government. These taxes include value added taxes (VAT), land and building tax, regional taxes and regional levies. Because these taxes are not actually paid by companies, they cannot be reconciled. However, as a number of these flows are relatively large in size, and for purposes of improved transparency, they will be unilaterally reported by DGB.

1.6 Tax streams not included in the scope of the 2010 and 2011 reports

Withholding Taxes (WHT): There is an obligation for operators to withhold and remit income taxes, and to file monthly WHT returns, in accordance with the Income Tax law.

For companies the most common WHT obligations arise with regard to:

- a) Land and building rentals (article 4(2), for final tax);
- b) Deemed income tax rates (article 15, for international shipping);
- c) Payments for the provision of services by tax residents (domestic) (article 23);
- d) Payments for the provision of services by non-residents (foreign) (article 26).

WHT are transferred to the Government by companies on behalf of a third parties, and thus cannot be considered payments made by companies. For this reason, WHT are excluded from the scope of the 2010 and 2011 reports

Salary/employee income taxes: the taxation arrangements for oil and gas employees are largely identical to those for employees in other industries. On this basis, there is an obligation for the operator to withhold and remit salary tax, in accordance with article 21 or 26 of the Income Tax Law. As the the salary tax is paid to the government on behalf of the employee, and thus cannot be considered payments made by companies, it will not be included in the scope of the reporting.

Taxes on imports consist of:

- a) VAT on the value of imports (10 percent). VAT is cost recoverable.
- b) WHT on the value of imports (2.5 percent if the oil and gas company is a registered importer; 7.5 percent if it not registered). This is treated as a prepayment of the annual corporate income tax bill, but can in some cases be exempted on application to the Directorate General of Tax, supported by work programs and import schedules approved by the entity formerly known as BPMIGAS.
- c) Import duties – of variable percentage based on the type/classification of the goods being imported. Import duties are cost recoverable.

VAT on the value of imports is cost recoverable. The complexity of WHT on the value of imports makes the reconciliation of WHT payments very difficult. This pair of facts, coupled with the relatively small size of the sums involved, mean that taxes on imports are excluded from the scope of the 2010 and 2011 reports.

1.7 Government entities who will report revenues in the oil and gas sector

Government entities that receive or record receipt of the revenue streams above will fill in EITI reporting templates.

1. The entity formerly known as BPMIGAS, now called the Special Task Force for Upstream Oil and Gas Business Activities (SKK Migas), will report on:
 - Total lifting of oil (and condensate) and gas, in kind;
 - The government's share of equity oil (including condensate) and gas, whether sold for export or sold domestically, in kind (barrels for oil; MSCF for gas) and in dollar value (USD);
 - Over/under-lifting, in dollar value (USD);
 - Domestic Market Obligation (DMO) fees paid to operators, in dollar value (USD);
 - DMO oil surrendered by reporting PSC operators, in kind (barrels).
2. The Directorate General of Oil and Gas, in the Ministry of Energy and Mineral Resources will report on:
 - Signature bonuses paid by PSC contractors both for exploration and production, in dollar value (USD).
3. The Directorate of Non-Tax Revenues, in the Directorate General of Budget, in the Ministry of Finance will report on:
 - The government's share of equity oil (including condensate) and gas, whether sold for export or domestically, in dollar value (USD);
 - DMO oil purchased by domestic refineries, in rupiah value;
 - Over/under-lifting, in dollar value (USD);
 - Corporate and dividend tax payments of operators and partners, in dollar value (USD);
 - Production Bonuses paid by operators, in dollar value (USD).

The Directorate of Non-Tax Revenues in the Directorate General of Budget, in the Ministry of Finance will also report its reductions of the government's share of equity oil and gas, as follows:

- Land and Building (Property) Taxes, which will be paid to the Treasury;
- Value Added Tax, which will be returned to the operators;
- Local Tax and Retribution, which will be paid to local governments to cover the local tax obligations of the Operator;
- Domestic Market Obligation fees paid to operators.

The oil and gas revenue types that will be reconciled as well as the reporting entities are presented in the Table 3. The reporting templates for oil and gas are attached in Annexes 1 and 2.

Table 4.6-3 Reconciliation and reporting entities

Revenue streams to be reconciled	Unit	Entities making transfers	Entities receiving/re-cording payment
Tax			
Corporate and Dividend Tax, and Branch Profit Tax	<i>USD</i>	<i>Operators and partners</i>	DG of Budget
Non Tax			
Total lifting oil (and condensate) and gas, in kind	<i>Barrels, MSCF</i>	<i>Operators</i>	SKK Migas
Government share of equity oil (and condensate)	<i>Barrel</i>	<i>Operators</i>	SKK Migas
Government share of equity gas	<i>MSCF</i>	<i>Operators</i>	SKK Migas
Over/under-lifting	<i>USD</i>	<i>Operators</i>	SKK Migas & DG of Budget
Domestic Market Obligation (DMO)	<i>Barrel</i>	<i>Operators</i>	SKK Migas
DMO fee	<i>USD</i>	<i>SKK Migas</i>	Operators
Production bonus	<i>USD</i>	<i>Operators</i>	DG of Budget

Revenue streams to be reconciled	Unit	Government entity 1	Government entity 2
Government share of equity oil (and condensate) for export and domestic sale, and government share of equity gas	<i>USD</i>	<i>SKK Migas</i>	DG of Budget

1.8 Materiality threshold for oil and gas companies for the 2010 and 2011 reports

All oil and gas producers will participate in the EITI process.

1.9 Level of disaggregation for companies and revenue streams

For the purposes of the 2010 and 2011 reports, payment information will be disaggregated to the level of production units operated by PSC operators refer to Annex 5 and by the revenue streams listed in Table 1.

2. ASSESSMENT OF MINERAL AND COAL MINING REVENUE STREAMS

2.1 Upstream payments made in the mining sector

For the mining sector, which includes both coal and mineral extraction, revenue received by the Government can be divided into the following two broad categories:

1. *Non-tax revenues:* These consist of royalties, land rent, and other fees such as forestry fees, fees for the hiring of expatriates, and retirement funds.
2. *Taxes:* These include, Corporate Income Tax, Value Added Tax, Withholding Taxes on dividends, interest, services, rental equipment and salaries, land and building tax, and import tax.

Table 4.6-4 Mining Benefit Streams 2011

Benefit streams	2011 revenue (IDR trillion)	As a % of total mining revenue	Paid by the company to the Government?	Included in 2010/11 report?
Non-tax revenues				
Royalties	16.11	16.18	Yes	Yes
Sales Revenue Share	7.87	7.90	Yes	Yes
Dividends	3.35	3.36	Yes	Yes
Dead rent	0.26	0.26	Yes	Yes
Other non-tax revenues				
Forestry fees	0.43	0.43	Yes	Unilateral
Retirement funds	-	-	No, ultimate beneficiaries are employees	No
Fees for hiring expatriates	-	-	No, very small	No
Exploration licenses	-	-	No, moratorium in effect	No
Production licenses	-	-	No, moratorium in effect	No
Taxes				
Corporate Income tax from mining	71.17	71.46	Yes	Yes
Land and building tax	0.40	0.40	Yes	Yes
Other taxes and levies (regional taxes)	-	<1%	Yes, to local governments	Unilateral
Value Added tax	-	-	Yes, but usually reimbursed.	No
WHT on dividends, interest, royalties	-	-	No, on behalf of 3rd party	No
WHT on services and rentals	-	-	No, on behalf of 3rd party	No
WHT on employee salaries	-	-	No, on behalf of 3rd party	No
Import tax	-	-	Yes, different tariff levels and various government recipients	No

Note: "Unilateral" denotes revenues unilaterally reported by mining production units, not by the government.

2.2 Non-tax streams included in the scope of the 2010 and 2011 reports

Royalties: In Indonesia, most coal is produced by nationally-issued coal contracts of work (CCoW) and some major minerals by nationally-issued mineral contracts of work (CoW). However, a fast growing percentage of production of coal, as well as many major minerals, are being produced by mostly locally-issued mining licenses known as IUP. CCoW, CoW and IUP all pay royalties, but at varying levels. Royalty rates vary depending on the mining permit type and mining commodity price. Royalties are calculated on a self-assessment basis in accordance with GR 9/2012, on non-tax revenues. These are transferred to a state account, and the payments are reported to the Directorate General of Minerals and Coal (DGMCC), in the Ministry of Energy and Mineral Resources. Royalties constitute the second largest revenue stream for mining companies and for this reason, were considered material to the 2010 and 2011 reports.

Sales Revenue Share (SRS): The Coal Contract of Work (CCoW) specifies a government production share, effectively usually set at 13.5%, although there are some older contracts with share set at 20%. According to the CCoW, the production share is deliverable to the Government at the last point of load out from the mine/concession area. The CCoW allows the Government to request the Contractor to sell the Government's share on its behalf, which is the usual *modus operandi*. Payment of production share to government is net of sales commissions, selling costs, and some shipping and inspection costs. Sales revenue share is the production share after royalty. Accordingly, sales revenue share plus royalty is set at a standard 13.5% rate. Firms with low royalties pay higher SRS, and firms with high royalties pay lower SRS.

Sales revenue share is paid only by Coal CoW. While royalties are largely set aside for the purpose of regional revenue sharing, the SRS stays mostly with the central government. SRS is calculated on a self-assessment basis, paid to a state account, and reported to the DGMCC. SRS constitutes a very significant amount of the revenues paid by CCoW, and for this reason, are considered material to the 2010 and 2011 reports.

Dead Rent: Throughout the life of their contracts or permits, mining companies are required to pay dead rent. This is due annually and the amount is normally calculated based on the number of hectares in the contract/permit area and the stage of mining operations. The producer pays to a state account, and reports the payment to the Directorate of Mineral and Coal Enterprises Development under DGMCC. The dead rent global figure is very small, but it is significant in the sense that it is mostly redistributed to mining provinces and districts. It is also the one revenue stream that all mines should be paying. Hence, this stream is considered included in the EITI report for 2010 and 2011, but is not reconciled.

Dividends: Dividends due to the government from its equity share in mining companies (such as Freeport Indonesia), or from the state-owned mining companies Timah, Aneka Tambang and Bukit Asam Batubara, are paid annually by these companies (depending on their profitability) into a state account. Dividends are large, and are included in the EITI report for 2010 and 2011.

Forestry fees: All non-forestry companies that operate within areas designated by the Government (in accordance with Government Regulation 2/2008) as Forest Zones are required to pay forestry royalties (PSDH) and reforestation fees (DR). Approximately 90% of these fees are paid by mining companies.

2.3 Non-taxes streams not included in the scope of the 2010 and 2011 reports

Retirement funds: Mining companies are required to join the (compulsory for all employers) state-run workers' social security program called *Jamsostek*. This provides basic retirement, work accident, and continuing disability cover. Retirement payments are not included in the scope of the 2010/2011 EITI Indonesia report because the Government only manages this money on behalf of workers, and the receipt (and re-distribution at the time of retirement of) of these payments is off budget.

Fees for hiring expatriates (DPKK): A charge of US\$1,200 per annum applies to each expatriate hired. The Government entity that is the ultimate recipient of this payment is the Ministry of Manpower and the funds are said to be used for manpower training programs. These fees are not included in the scope of the 2010 and 2011 report because these fees constitute only a very minor amount of total revenues.

Exploration and Production licenses: Charges associated with the awarding of exploration and/or production licenses were not included in the scope of the 2010 and 2011 reports because of a National Government-imposed moratorium on the awarding of new exploration and production licenses. This moratorium has been in effect since 2010 (since the issuance of Government Regulation 23/2010) and hence, no exploration or production licenses are believed to have been legally awarded in 2010 or 2011.

2.4 Taxes included in the scope of the 2010 and 2011 reports

Corporate income tax: Mineral and coal companies pay monthly corporate income tax installments based on the prior year's corporate tax liability, and also pre-pay corporate income taxes via any withholding tax i.e on imports and airport departure taxes for employees leaving the country on company business. At year end the tax calculation is prepared at a rate of 30%, but up to 45% in some old coal or mineral CoWs, and settlement of any unpaid balances of taxes due is made within the first three months of the following year. Coal companies pre-pay installments of corporate income tax at 1% of sales every month and the same annual settlement process takes place as for minerals companies. Income tax constitutes the largest single source of revenue for the Indonesian Government from the mining sector.

Land and Building Taxes: In contrast to oil and gas companies, mining companies pay Land and Building Taxes. These taxes are set at different rates for various different purposes. The payments are made annually, mostly directly to local tax offices, which then divide them between the national and local governments, depending upon certain formulas. Relative to the total revenue from the sector, land and building taxes constitute a relatively small payment and their collection at the sub-national level would make reconciliation very difficult. For this reason, this stream will be reported unilaterally by the government for the EITI report for 2010 and 2011.

2.5 Taxes not included in the scope of the 2010 and 2011 reports

Value added tax (VAT): Mining companies pay VAT to companies who supply goods and services to them, and they charge VAT on the sales of coal/minerals to their customers. According to VAT

regulations, firms can offset the VAT they owe to their suppliers against the VAT they receive from their customers, so the net payment of VAT to the government is substantially reduced. The complexity of VAT charge and recovery arrangements makes the reconciliation of VAT payments very difficult. Moreover, the government does not separate VAT paid by mining companies from that paid by other non-oil and gas companies. For these reasons, VAT was excluded from the scope of the 2010 and 2011 reports.

Withholding tax on dividends, interest & royalties: Payments of dividends, interest and royalties by Indonesian mining firms are subject to a withholding tax of 20 percent of payments to non-tax residents and 15 percent for payments to tax residents. The 20 percent rate to non-tax residents may be reduced under an applicable Double Tax Agreement (DTA). Payments are made through local banks designated by the government (known as “perception banks”) into Bank Indonesia State Account 665.027.1528 in the name of the Directorate General of the Treasury.

Withholding tax on services and rentals: Payments to non-tax residents for services and for rental of equipment are likewise subject to 20 percent WHT, but can be reduced under a DTA, while payments to tax residents are subject to a range of withholding tax rates depending on the type of service (from 3 percent to 10 percent) or for rental equipment (from 1.5 percent to 6 percent). Payments are made through perception banks into Bank Indonesia State Account 665.027.1528 in the name of the Directorate General of the Treasury.

Withholding tax on employee salaries: For direct employees of mining companies, taxes must be withheld on salaries and allowances at rates up to 35 percent, and settled monthly via perception banks to Bank Indonesia State Account 665.027.1528 in the name of the Directorate General of the Treasury. There are many thousands employed in the mining industry, but the trend has been to outsource mining, transportation and security to third party firms. As a result, the direct employee withholding tax contribution of mining companies is not as significant as it was in the past. Furthermore, as salary tax is paid to the government on behalf of the employee, it is not considered a payment made by companies.

In view of the fact that the three WHT discussed above are, in effect, transferred by companies to the government on behalf of third parties, and do not constitute revenue payments originating from the companies themselves, they are excluded from the scope of the 2010 and 2011 reports.

Import taxes paid by mining companies consist of:

- (a) VAT on the value of imports (10 percent).
- (b) Withholding Tax (WHT) on the value of imports (2.5 percent if the mining company is a registered importer, 7.5 percent if the firm is not a registered importer).
- (c) Import duties – of variable percentages based on the type/classification of the goods being imported.

The payment process for VAT on imports, WHT on imports and import duties is that a summary of the amounts and calculations is produced by the Directorate General of Customs and the importer then goes to state-owned Bank Mandiri (usually) and pays the amount due to Account 501.000. The bank stamps forms and these are used as evidence to release goods from Customs. From there Bank Mandiri transfers the payment to relevant recipients in the Government according to the composition

of the payment. The ultimate recipient of all three streams of payment, however, is the Directorate General of Treasury.

The complexity of VAT, WHT and duties on imports makes their reconciliation very difficult. The Central Government Financial Report (LKPP) provides no indication of the amount of these revenue streams paid by mining companies, but they are believed to be small relative to the overall size of revenues paid by mining firms. For both these reasons, these streams are excluded from the scope of the 2010 and 2011 reports.

2.6 Government entities who will report revenues in the mining sector

Government entities that receive or record of the benefit streams outlined above will fill in the EITI reporting templates, as follows.

1. Directorate General of Minerals and Coal, in the Ministry of Energy and Mineral Resources will report on:
 - Royalties;
 - Sales revenue share;
 - Dead rent
2. The Directorate General of Tax, in the Ministry of Finance will report on:
 - Income taxes;
 - Land and building taxes.
3. Directorate General of Budget, in the Ministry of Finance will report on:
 - Dividends paid by state-owned producers and at least one large private producer which is partly owned by the state.

The types of revenues that will be reconciled, and the government entities that will report, are summarized in Table 5, below.

Table 4.6-5 Revenue streams to be reconciled and the reporting entities for the mining sector

Revenue streams to be reconciled	Units	Entity making payment	Entity receiving payment
<i>Tax</i>			
Income Tax	USD & IDR	Companies	DG of Tax
<i>Non-tax</i>			
Royalties	USD & IDR	Companies	DG of Minerals and Coal
Sales Revenue Shares	USD & IDR	Companies	DG of Minerals and Coal
Dividend	USD & IDR	Companies	DG of Budget

The reporting templates for mining sector are attached in Annexes 3 and 4.

2.7 Materiality thresholds for mining companies for the 2010 and 2011 reports

The determination of mining companies that will report for the 2010 and 2011 reports, will be based on: combined income tax, royalty and sales revenue share payments by individual mining units in 2009 (company-reported data), supplemented by royalty payments made by individual mining units in 2010 (government-provided data).

The step-by-step procedure for determining materiality thresholds for mining companies is provided below, and the list of mining companies that will report is provided in Annex 6.

Procedure for determining materiality for mining companies

1. The first step in determining materiality thresholds for mining companies involves a consideration of all material mining tax and non-tax payments made by companies in 2009. All companies whose payments cumulatively constituted 70 percent of total mining revenues in 2009 are considered material for the EITI 2010 and 2011 reports. Since mining comprised 16% of total revenue from the extractives sector in 2009, and all oil and gas companies are considered material for reporting purposes, the 70% threshold for mining implies that the companies included in the 2010 and 2011 reports will collectively account for 95% of total resource revenues in Indonesia.
2. In order to capture any new mining companies that may have started production in 2010, the scoping also defines as material for the 2010 report, all companies who have paid in excess of USD 2.5 million of royalties in 2010.⁸³ The cumulative royalty payments made by companies who have paid in excess of USD 2.5 million constitutes approximately 90% of all mining royalties collected in the 2010 (as per data provided by the Ministry of Energy and Mineral Resources).
3. In order to capture any new mining companies that may have started operations in 2011, the scoping, in addition to the material mining companies for 2010, also includes as material for the 2011 report, all companies who have paid in excess of USD 2.5 million of royalties in 2011. The cumulative royalty payments made by companies who have paid in excess of USD 2.5 million constitutes approximately 88% of all mining royalties collected in the 2011 (as per data provided by the Ministry of Energy and Mineral Resources).
4. The result of the application of the materiality thresholds are presented below, with 50 mining companies considered material for reporting in 2010 and 81 companies considered material for reporting in 2011. Annex 6 includes a list of the mining companies.

Table 4.6-6 Mining Company Materiality Thresholds for 2010 Report

Number of companies that cumulatively made 70	New companies in 2010 that made royalty payments over USD 2.5 million	Total number of material mining companies for 2010 report

⁸³ Ideally, a payment threshold using income tax payments made by companies in 2010 should also have been employed. However, due to confidentiality concerns, such data will be made available only for the purposes of reconciliation and not *ex ante* for the scoping.

percent of mining revenue payments in 2009		
39	11	53

Table 4.6-7 Mining Company Materiality Thresholds for 2011 Report

Number of material mining companies from 2010 report	New companies in 2011 that made royalty payments over USD 2.5 million	Total number of material mining companies for 2011 report
53	30	83

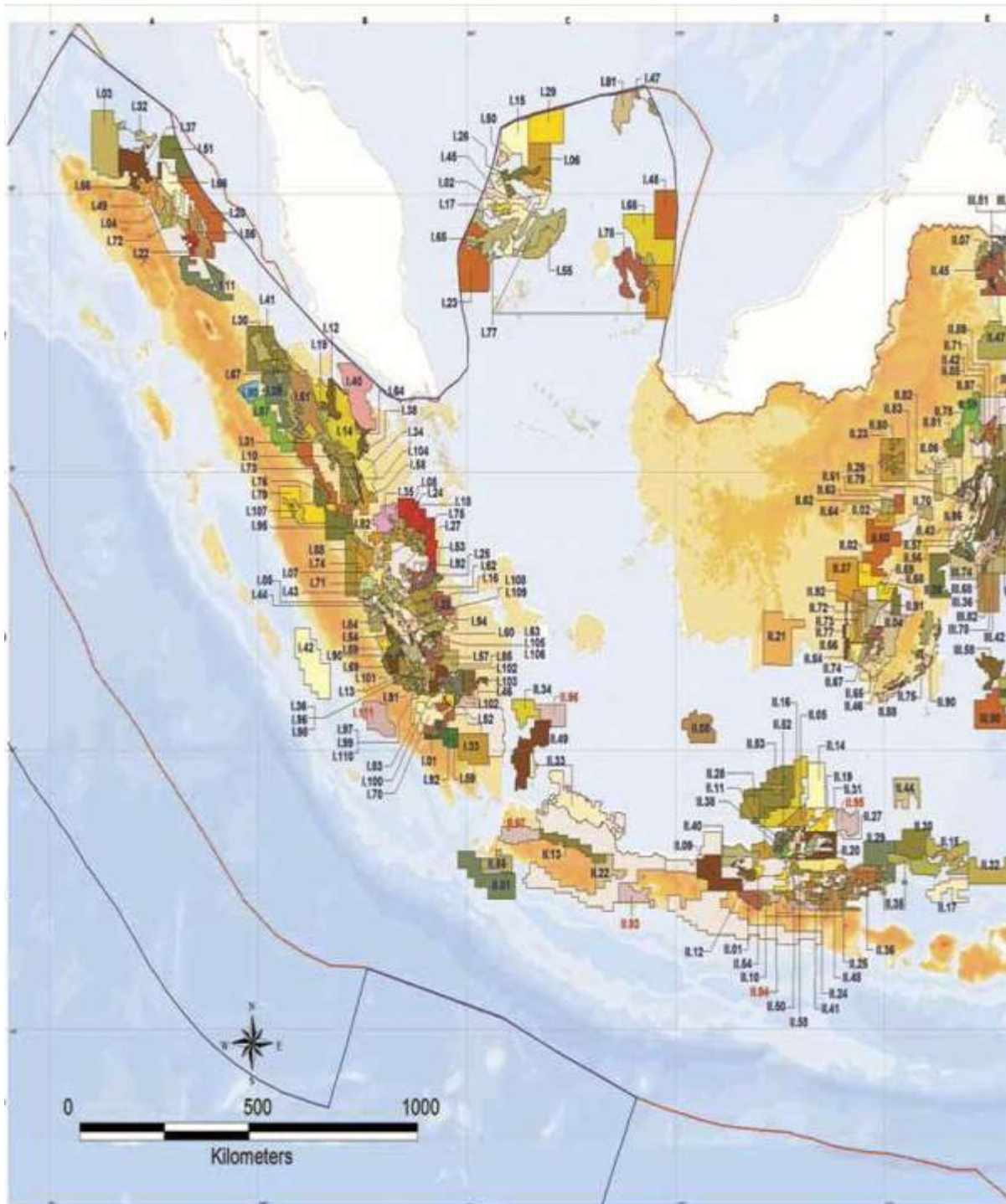
2.8 Level of disaggregation for companies and revenue streams

For the purposes of the 2010 and 2011 reports, payment information will be disaggregated to the level of production units operated by mining companies and by the revenue streams listed in Table 4.

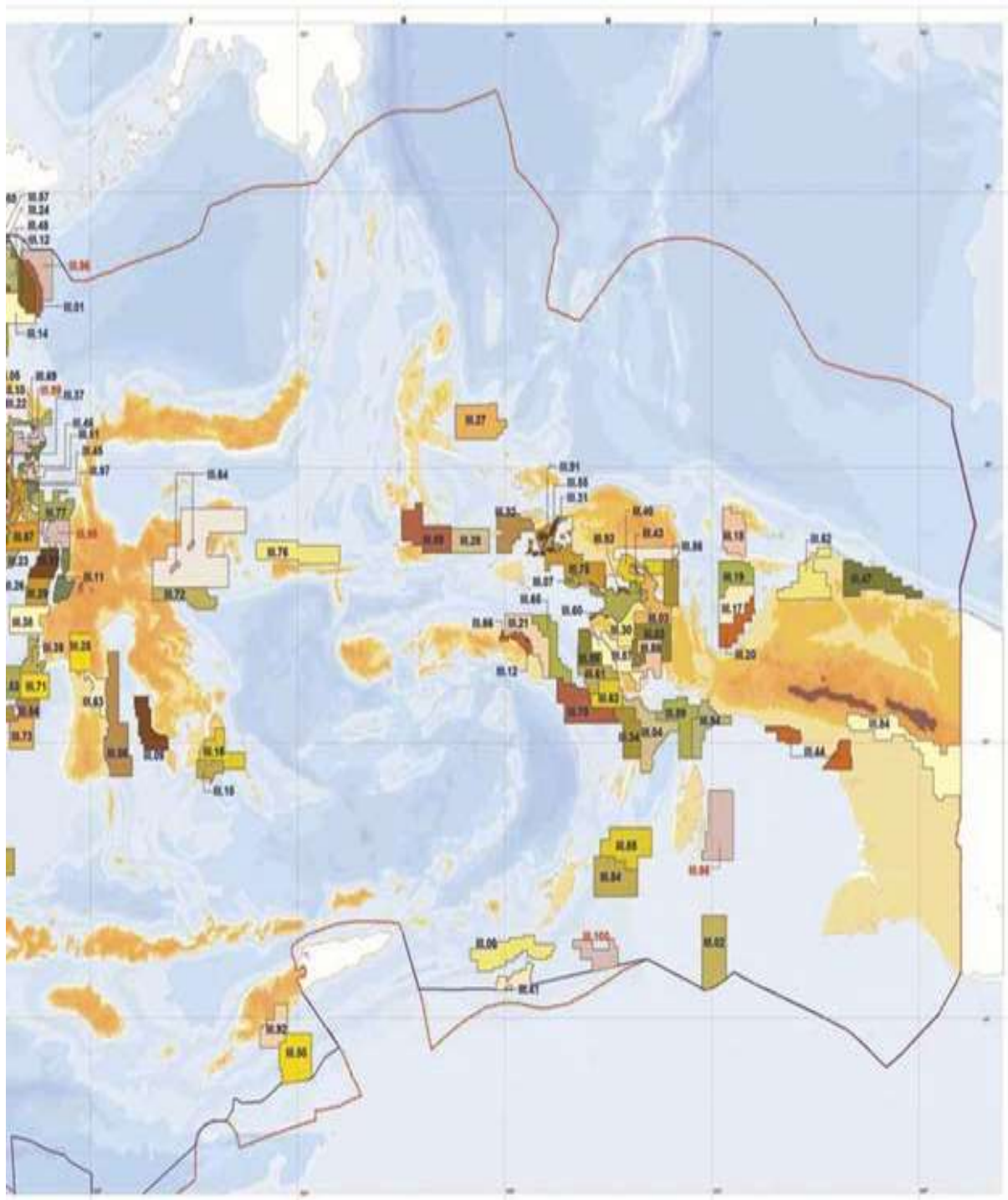
ANNEX 9.A – OIL AND GAS OPERATION AREA 2012

SATUAN KERJA KHUSUS PELAKSANA KEGIATAN
USAHA HULU MINYAK DAN GAS BUMI

DIVISI EKSPLORASI BIDANG PENGENDALIAN PERENCANAAN



Source: [SKK Migas Annual Report 2012](#)



Source: [SKK Migas Annual Report 2012](#)

WILAYAH I

— Batas laut territorial, perlu kesepakatan
— Batas klaim maksimum landasan kontinen (yang memungkinkan)

LEGENDA WK

I.01 Air Komerling, CAHAYA BR
PSC, 12-12-2004, Ons.Eks

Keterangan cara baca legenda

I.01 : WK ID
Air Komerling : Wilayah kerja
CAHAYA BR : OPERATOR
Psc : Jenis Kontrak
12-12-2004 : Tanggal Efektif Kontrak
Ons : Lokasi Ons/Off
Eks. : Status
B-3 : Lokasi WK
(pada kolom B, baris ke 3)

Keterangan Warna Legenda WK

WK Eksplorasi : 161
WK GMB Eksplorasi : 54
WK Eksploitasi : 75
WK Proses Terminasi : 18

I.01 Air Komerling, CAHAYA BR PSC, 12-12-2004, Ons.Eks(B-3)	I.23 Gurita, LUNDIN GURITA BV PSC, 12-12-2004, Ons.Eks(B-3)
I.02 Anambas, AWE PSC, 12-12-2004, Off.Eks(C1-2)	I.24 Jabung, PETROCHINA PSC, 27-02-1993, Ons.EPT(B3)
I.03 Andaman III, TALISMAN PSC, 30-11-2009, Off.Eks(A1)	I.25 Jambi Merang, JOB HESS JOB, 10-02-1989, Ons.Ept(B3)
I.04 Area A – N.Sumatera, Medco PSC-EXT, 01-09-1991, Ons.Ept-EXT (A2)	I.26 Kakap, STAR ENERGY PSC, 22-03-1975, Off.Ept-EXT(C1)
I.05 Bangko, PETROCHINA PSC, 17-02-1995, Ons.Ept (B3)	I.27 Kalyani, EURORICH PSC, 19-12-2011, Ons.Eks(B3)
I.06 Baronang, LUNDIN PSC, 30-12-2003, Ons.Eks(B3)	I.28 Karang Agung, ODIRA PSC, 16-01-2007, Ons.Ept(B3)
I.07 Batanghari, CNOOC PSC, 16-01-2007, Ons.Eks(B3)	I.29 Kerapu, PEARL OIL PSC, 13-11-2008, Off.Eks(c1)
I.08 Batu Gajah, RANHILL PSC, 16-01-2007, Ons.Eks(B3)	I.30 Kisaran, PACIFIC O7G PSC, 17-05-2001, Ons.Eks(B2)
I.09 Belida, SELE RAYA PSC, 12-12-2004, Ons.Eks(B3)	I.31 Korinci Baru, KALILA PSC, 15-05-1997, Ons.EPT(B2)
I.10 Bentu Segat, KALILA PSC, 20-05-1991, Ons.Ept(B2)	I.32 Krueng Mane, ENI PSC, 27-09-1999, Off.Ept(A1)
I.11 Bohorok, BUKIT ENERGY PSC, 25-05-2012, Ons.Eks(A2)	I.33 Lampung III, HARPINDO PSC, 05-05-2009, Ons.Eks(C3-4)
I.12 Bukit Batu, GEO LINK PSC, 25-05-2012, Ons.Eks(B2)	I.34 Langgak (MFK), SPR-KINGSWOOD PSC, 25-11-1963, Ons.Ept(B2)
I.13 Bungamas, BUNGAMAS E. PSC, 22-12-2005, Ons.Eks(B3)	I.35 Lemang, HEXINDO PSC, 16-01-2007, Ons.Eks(B3)
I.14 Cakalang, LUNDIN PSC, 13-11-2008, Off.Eks(C1)	I.36 Lematang, MEDCO PSC, 06-04-1987, Ons.Ept(B3)
I.15 CPP, BOB BUMI SIAK PUSAKO PSC, 09-08-1975, Ons.Ept (B2)	I.37 Lhokseumawe, ZARATEX PSC, 22-12-2006, Ons/Off.Eks(A1)
I.16 Corridor, COPI PSC, 20-12-1983, Ons.Ept-EXT(B3)	I.38 Lirik II, KARYA INTI PSC, 16-01-2007, Off. Eks(C2)
I.17 Duyung, W.NATUNA EXPL. PSC, 16-01-2007, Off.Eks(C2)	I.39 Mahato, EMASPTH-BKTENERGY PSC, 25-05-2012, Ons.Eks(B2)
I.18 East Jabung, PAN ORIENT PSC, 11-11-2011, Ons.Eks(B3)	I.40 Malacca Strait, KONDUR PSC, 05-08-2000, Ons/Off. Ept-EXT(B2)
I.19 East Pamai, NORTHERN PSC, 05-05-2009, Ons.Eks(B2)	I.41 Marquisa, SCHINTAR PSC, 01-04-2011, Ons.Eks(AB-2)
I.20 East Seruway, KRISENERGY PSC, 13-11-2008, Ons.Eks(A2)	I.42 Mentawai, TOTAL PSC, 09-10-2012, Ons.Eks(AB-2)
I.21 East Sokang, SERICA PSC, 10-10-2012, Ons.Eks(A2)	I.43 Merangin I, MEDCO PSC, 06-04-1987, Ons.Eks(B3)
I.22 Gebang, PHE COSTA JOB, 29-11-1985, OnS/Off.Ept(A2)	I.44 Merangin II, SELE RAYA PSC, 04-10-2003, Ons.EPT(B3)

Source: [SKK Migas Annual Report 2012](#)

I.45	Natuna A, PREMIER PSC-EXT, 16-10,2009, Off. Ept-EXT(C1-2)	I.67	Siak, CHEVRON PSC, 25-09,1963, Ons.Ept(B2)	I.89	GMB Air Benakat I, PHE METANA PSC, 30-04,2011, Ons.Eks(B3)
I.46	North Baturaja, TERRA GLOBAL PSC, 19-12,2011, Ons.Eks(B3)	I.68	Sokang, BLACK PLAT.INVST PSC, 00-12,2010, Off.Eks(C2)	I.90	GMB Air Benakat II, PHE METANA PSC, 30-04,2011, Ons.Eks(B3)
I.47	NE.Natuna, TITAN RES. PSC, 15-05,1997, Off.Eks(C1)	I.69	S&C. Sumatera, MEDCO PSC, 28-11,1963, Ons.Ept(B3)	I.91	GMB Air Benakat III, PHE METANA PSC, 30-04,2011, Ons.Eks(B3)
I.48	North Sokang, NS ENERGY LTD PSC, 00-12,2010, Off.Eks(C1)	I.70	South Baturaja, ANUGERAH MS PSC, 19-12,2011, Ons.Eks(B3)	I.92	GMB Air Komeriing, BATURAJA-ANUGRAH PSC, 30-04,2011, Ons.Eks(B3))
I.49	N.Sumatra B block, EXXON PSC-EXT, 01-09,1997, Ons.Eks(B-3)	I.71	South Betung, TECHWIN PSC, 01-04,2011, Ons.Eks(B3)	I.93	GMB Batang Asin, BUMI&GLORY PSC, 30-11,2009, Ons.Eks(B3)
I.50	NW Natuna, GENTING OIL PSC, 12-12,2004, Off.Eks(C1)	I.72	South Blok A, RENCO ENERGY PSC, 05-05,2011, Ons.Eks(A2)	I.94	GMB Belida, SELE-ANDALAS PSC, 01-04,2011, Ons.Eks(B3)
I.51	North Sumatera Ofs, EXXON PSC, 17-09,2005, Ons/Off.Ekp-EXT(A1)	I.73	South CPP, RANHILL PAMAI PSC, 13-11,2008, Off.Eks(B2)	I.95	GMB Indragiri Hulu, SAMANTAKA PSC, 26-06,2008, Ons.Eks(B3)
I.52	Ogan Komeriing, JOB TALISMAN PSC, 29-02,1988, Ons.EPT(B3)	I.74	SE. Tungkal, GUJARAT PSC, 13-11,2008, Off.Eks(B3)	I.96	GMB Lematang, MEDCO-SAKA PSC, 01-04,2011, Ons.Eks(B2)
I.53	Palmerah, TATELY N.V PSC, 30-12,2003, Ons.Eks(B3)	I.75	South Jambi B, COPI PSC, 26-01,1990, Ons.Ept(B3)	I.97	GMB Muara Enim, TRISULA PSC, 30-11,2009, Ons.Eks(B3)
I.54	Pandan, TROPIK ENERGY PSC, 12-12,2004, Ons.Eks(B3)	I.76	South Natuna B, COPI PSC-EXT, 16-10,2016, Off.Ept-EXT(C2)	I.98	GMB Muara Enim I, PHE - INDO GAS PSC, 24-11,2010, Ons.Eks(B3)
I.55	Pari, INDOREACH PSC, 16-01,2007, Off.Eks(C2)	I.77	S Lirik, TEXCAL-INDRILL PSC, 25-05,2012, Ons.Eks(B3)	I.99	GMB Muara Enim II, PHE-MTN-INDON PSC, 01-04,2011, Ons.Eks(B3)
I.56	Pase, TRIANGLE PASE INC. PSC, 16-10,1968, Ons.Ept(A2)	I.78	S Sokang, LUNDIN-SALAMANDER PSC, 06-12,2010, Off.Eks(C2)	I.100	GMB Muara Enim III, PHE-BTRAJA MTN PSC, 01-04,2011, Ons.Eks(B3)
I.57	Pendopo, JOB GOLDENSPIKE JOB, 06-07,1989, Ons.Ept(B3)	I.79	SW. Bukit Barisan, RADIANT PSC, 13-11,2008, Ons.Eks(A2)	I.101	GMB Muralim, DART PSC, 24-11,2010, Ons.Eks(B3)
I.58	Puri, PURI PETROLEUM PSC, 18-05,2010, Ons.Eks(B3)	I.80	Sumbagsel, COOPER ENERGY PSC, 01-04,2011, Ons.Eks(B3)	I.102	GMB Ogan Komeriing, OIG PSC, 05-05,2009, Ons.Eks(B3)
I.59	Ranau, PRABU ENERGY PSC, 12-11,2011, Ons.Eks(B3)	I.81	Tonga, MOSES PETROLEUM PSC, 16-01,2007, Ons.Ept(A2)	I.103	GMB Ogan Komeriing II, EOM PSC, 04-08,2009, Ons.Eks(B-3)
I.60	Rimau, MEDCO PSC, 23-04,1973, Ons.Ept(B3)	I.82	Tuna, PREMIER PSC, 21-03,2007, Off.Eks(C1)	I.104	GMB Rengat, INDON CBM PSC, 30-11,2009, Ons.Eks(B3)
I.61	Rokan, CHEVRON PSC-ext, 28-11,1993, Ons.Ept-EXT(B2)	I.83	Tungkal, MONTD'OR OIL PSC, 26-08,1992, Ons.Ept(B3)	I.105	GMB Sekayu, MEDCO SEKAYU PSC, 26-06,2008, Ons.Eks(B3)
I.62	Sakakemang, CAKRA NUSA PSC, 18-05,2010, Off.Eks(B3)	I.84	W.Air Komeriing, TIARA BUMI PSC, 21-03,2007, Ons.Eks(B3)	I.106	GMB Sekayu II, EPHINDO-STAR PSC, 09-10,2012, Ons.Eks(B3)
I.63	Sekayu, STAR ENERGY PSC, 16-01,2007, Ons.Eks(B3)	I.85	W.Belida, ORCHARD ENERGY PSC, 05-05,2009, Ons.Eks(B3)	I.107	GMB Sijunjung, LION - BA PSC, 01-04,2011, Ons.Eks(B3)
I.64	Selat Panjang, PETROSELAT PSC, 08-09,1991, Ons.EPT(B2)	I.86	W. Glagah K, PETRONAS PSC, 30-11,2009, Ons.Eks(A2)	I.108	GMB Suban I, PHEM - SUBAN PSC, 12-12,2004, Ons.Eks(B3)
I.65	Sembilang, MANDIRI PU PSC, 01-04,2011, Ons.Ept(B2)	I.87	W.Kampar, SPE PSC, 22-12,2005, Ons.Eks(B2)	I.109	GMB Suban II, PHEM - SUBAN MG PSC, 01-04,2011, Ons.Eks(B3)
I.66	Seruway, TRANSWORLD PSC, 12-12,2004, Ons.Eks(A2)	I.88	W.Tungkal, THREE GOLDEN PSC, 13-11,2008, Off.Eks(B3)	I.110	GMB Tj.Enim, DART PSC, 08-04,2009, Ons.Eks(B3)
				I.111	Bengkulu, ECOSSE PSC, 04-08,2009, Ons.Eks(B3)

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II.01	Alas Jati, INSANI BINA P <i>PSC, 09-00-2007, Ons.Eks (D-4)</i>	II.20	Ketapang, PC KETAPANG II <i>PSC, 11-06-1998, Off.Ept (D4)</i>
II.02	Babai, KOMODO ENERGY <i>PSC, 25-05-2012, Ons.Eks (D3-4)</i>	II.21	Kuala Pambuang, MENTARI <i>PSC, 19-12-2011, Ons.Eks (C4)</i>
II.03	Bangkanai, SALAMANDER <i>PSC, 30-12-2003, Ons.Eks (E3)</i>	II.22	Kuningan, EQUATOR ENERGY <i>PSC, 25-05-2012, Ons.Eks (C4)</i>
II.04	Barito, ALTAR <i>PSC, 12-12-2004, Ons.Eks (E3)</i>	II.23	Long Hubung L. Bagun, KALISAT <i>PSC, 18-05-2010, Ons.Eks (E2)</i>
II.05	Bawean, CAMAR RESCR. <i>PSC, 21-11-2011, Ons.Eks (B2)</i>	II.24	Madura, SPE PETRO <i>PSC, 13-11-2008, Off.Eks (D4)</i>
II.06	Belayan, GERALDO ENERGY <i>PSC, 21-11-2011, Ons.Eks (B2)</i>	II.25	Madura Offshore, SANTOS <i>PSC, 13-11-2008, Off. Eks (D4)</i>
II.07	Bengara I, MEDCO <i>PSC, 17-09-1999, Ons/Off.Eks (E2)</i>	II.26	Mahakam Hilir, SPC <i>PSC, 13-11-2008, Off.Eks (E3)</i>
II.08	Biliton, MITRA ENERGY <i>PSC, 30-12-2003, Off.Eks (D3)</i>	II.27	Mandala, BUMI HASTA-FORTUNE <i>PSC, 18-05-2010, Ons.Eks (D4)</i>
II.09	Blora, SELE RAYA ENERGY <i>PSC, 30-11-2009, Off.Eks (D3)</i>	II.28	Muriah, PETRONAS <i>PSC, 20-05-1991, Off.Ept (D4)</i>
II.10	Brantas, LAPINDO <i>PSC, 23-04-1990, Ons.Ept (D4)</i>	II.29	NE Madura, TECHWIN <i>PSC, 18-05-2010, Off.Eks (E4)</i>
II.11	Bulu, KRISENERGY <i>PSC, 14-10-2003, Off.Eks (D4)</i>	II.30	North Kangean, PETROJAYA <i>PSC, 16-01-2007, Off.Eks (D4)</i>
II.12	Cepu, MOBIL CEPU <i>PSC, 22-12-2006, Ons.Eks (C4)</i>	II.31	North Madura, HUSKY <i>PSC, 13-11-2008, Off.Eks (E4)</i>
II.13	Citarum, PAN ORIENT <i>PSC, 22-12-2006, Ons.Eks (C4)</i>	II.32	North Sumbawa II, HUSKY <i>PSC, 13-11-2008, Off.Eks (E4)</i>
II.14	E. Bawean I, EAST BAWEAN LTD. <i>PSC, 13-11-2008, Off.Eks (D4)</i>	II.33	Offshore NW, Java, PHE <i>PSC, 19-11-1967, Off.Eks (C3)</i>
II.15	East Kangean, GREENSTAR <i>PSC, 22-12-2006, Off.Eks (E4)</i>	II.34	Off. Lampung I, ANP <i>PSC, 21-13-2007, Off.Eks (C3)</i>
II.16	East Muriah, PEARL OIL <i>PSC, 13-11-2008, Off.Eks (D4)</i>	II.35	Ons&Off. Kangean, KANGEAN E. <i>PSC, 14-11-1980, Ons/Off.Eks (E4)</i>
II.17	East Sepanjang, EASCO <i>PSC, 13-11-2008, Off.Eks (D4)</i>	II.36	On&Off Madura Strait, HUSKY <i>PSC, 20-10-1982, Off. Ept. (D4)</i>
II.18	INDONESIA – PERTAMINA E&P	II.37	Palangkaraya, PETCON RES. <i>PSC, 25-05-2012, Ons.Eks (D3)</i>
II.19	Karapan, AMSTELCO <i>PSC, 18-05-2010, Ons.Eks (D4)</i>	II.38	Pangkajene, HESS <i>PSC, 08-05-1996, Off. Ept (D4)</i>

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II.39	Pasir, PASIR PETROLEUM PSC, 05-05-2009, Ons.Eks(E3)	II.58	West Madura, PHE WMO JOA, 07-05-1981, Off.Ept(D4)	II.78	GMB Kutai I, KUTAI WEST CBM PSC, 13-11-2008, Ons.Eks(E3)
II.40	Randu Gunting, PHE PSC, 09-08-2007, Ons/Off.Eks(D4)	II.59	W.Sangata, KAL.KUTAI ENERGY PSC, 16-01-2007, Ons.Eks(E3)	II.79	GMB Kutai II, EPHINDO-RAE PSC, 01-04-2011, Ons.Eks(E3)
II.41	Sampang, SANTOS PSC, 04-12-2011, Ons/Off, Ept (D4)	II.60	W.Tanjung, MRI ENERGY PSC, 21-11-2011, Ons.Eks(D3)	II.80	GMB Kutai Barat, SUGICO PSC, 01-04-2011, Ons.Eks(E2)
II.42	Sanga-Sanga, VICO PSC, 08-08-1998, Ons.Ept, EXT(E3)	II.61	GMB Bangkanai I, BANGKANAI CBM PSC, 30-04-2012, Ons.Eks(C3)	II.81	GMB Kutai Timur, SENYIUR - TTL PSC, 01-04-2011, Ons.Eks(E2)
II.43	Sei Nangka-Senipah, KUTAI ETAM PSC, 12-12-2004, Ons.Eks(E3)	II.62	GMB Bangkanai II, BORNEO METANA PSC, 30-04-2012, Ons.Eks(C3)	II.82	GMB MelakMendung I, EPHINDO PSC, 01-04-2011, Ons.Eks(E2)
II.44	Sibaru, MITRA ENERGY PSC, 16-10-2007, Off.Eks(E4)	II.63	GMB Bangkanai III, BANGKANAI ER PSC, 19-12-2011, Ons.Eks(C3)	II.83	GMB MelakMendung II, MONNET PSC, 01-04-2011, Ons.Eks(E2)
II.45	Simenggaris, JOB MEDCO JOB, 24-02-1998, Ons, Ept(E2)	II.64	GMB Bangkanai IV, BANGKANAI JP PSC, 19-12-2011, Ons.Eks(B3)	II.84	GMB Pulau Pisau, SIGMA&BLUE PSC, 04-08-2009, Ons.Eks(D3)
II.46	South Barito, MURPHY PSC, 27-05-2008, Ons/Off.Eks(D3)	II.65	GMB Barito, TRANS ASIA&JINDAL PSC, 30-11-2009, Ons.Eks(D3)	II.85	GMB Sanga – sanga, VIRGINIA PSC, 30-11-2009, Ons.Eks(E3)
II.47	South Bengara II, ACG PSC, 13-11-2008, Ons.Eks(E2)	II.66	GMB B.Banjar I, INDOBARAMBAI PSC, 13-11-2008, Ons.Eks(D3)	II.86	GMB Sanga – sanga I, SANGA E PSC, 30-04-2012, Ons.Eks(E2)
II.48	SE. Madura, ENERGI MINERAL PSC, 05-05-2009, Ons-Off, Eks(D4)	II.67	GMB B.Banjar II, BARITO BG PSC, 13-11-2008, Ons.Eks(D3)	II.87	GMB Sangatta I, PHE&SANGAT PSC, 13-11-2008 Ons.Eks(E2)
II.49	SE. Sumatera, CNOOC PSC-EXT, 06-09-1998, Off.Ept-EXT(D4)	II.68	GMB Barito Tapin, TGM PSC, 04-08-2009, Ons.Eks(D3)	II.88	GMB Sangatta II, VISI MULTI PSC, 04-08-2009, Ons.Eks(E2)
II.50	South Madura, AED PSC, 14-10-2003, Off.Eks(D4)	II.69	GMB Belawa, BELAWA ENERGY PSC, 09-10-2012, Ons.Eks(D3)	II.89	GMB Tabulako, ARTHA WIDYA PSC, 04-08-2009, Ons.Eks(E3)
II.51	Sunda Strait I, NIKO XXVI PSC, 18-05-2010, Ons .Eks (C4)	II.70	GMB Bentian Besar, RIDLAUTAMA PSC, 26-06-2008, Ons.Eks(E5)	II.90	GMB Tanah Laut, ASAM METHAN PSC, 19-12-2011, Ons/Off.Eks(E3)
II.52	Terumbu, AWE PSC, 05-05-2009, Offs.Eks (C4)	II.71	GMB BontangBengalon, DARTE PSC, 09-10-2012, Ons.Eks(D3)	II.91	GMB Tanjung II, PHE PSC, 24-11-2010, Ons.Eks(D3)
II.53	Titan, AWE, BARUNA & SILLO PSC, 26-11-2011, Off.Eks(C2)	II.72	GMB Kapuas I, TRAN ASIA - BP PSC, 01-04-2011, Ons.Eks(E3)	II.92	GMB Tanjung IV, PHE PSC, 01-04-2011, Ons.Eks(E3)
II.54	Tuban, JOB PETROCHINA PSC, 29-02-1988, Off.Ept(D4)	II.73	GMB Kapuas II, KAPUAS - BP PSC, 01-04-2011, Ons.Eks(E3)	II.93	Banyumas, LUNDIN PSC, 17-05-2001, Ons.Eks(C4)
II.55	Ujung Kulon, M3ENERGY PSC, 21-03-2007, Ons/Off.Eks(C4)	II.74	GMB Kapuas III, GMU - BP PSC, 01-04-2011, Ons.Eks(E3)	II.94	Gunting, EXXON PSC, 13-11-2008, Off.Eks(D4)
II.56	Wailawi, PERUSDA BENUA TAKA PSC, 22-12-2005, Ons.Ept(E3)	II.75	GMB Kotabu, SATUI BASIN GAS PSC, 04-08-2009, Ons.Eks (E3)	II.95	NE.Madura III, ANADARKO PSC, 12-12-2004, Off.Eks(D4)
II.57	Wain, PANDAWA PSC, 16-01-2007, Ons.Eks(E3)	II.76	GMB Kuala Kapuas I, CBM ASIA KK PSC, 09-10-2012, Ons.Eks (D3)	II.96	Off. Lampung II, PETRONAS PSC, 22-09-2006, Off.Eks(C3)
		II.77	GMB Kuala Kapuas II, BINA MANDIRI PSC, 30-04-2012, Ons.Eks(E3)	II.97	Rangkas, LUNDIN PSC, 27-05-2008, Ons.Eks(C4)

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III.01	Ambalat, ENI PSC, 27-09-1999, Off.Eks(E2)	III.21	East Bula, BLACK GOLD PSC, 30-11-2009, Off.Eks(E2)
III.02	Arafura Sea, COPI PSC, 13-11-2008, Off.Eks(HM4)	III.22	E. Kalimantan (W.Pasir), CHEVRON PSC, 25-10-1998, Ons/Off .Ept-EXT(C4)
III.03	Arguni I, ENI PSC, 21-11-2011, Off.Eks(HM4)	III.23	East Sepinggan, ENI PSC, 25-05-2012 Off.Eks(E3)
III.04	Aru, NIKO RES. PSC, 25-05-2012, Off.Eks(H3)	III.24	East Simenggaris, SON LAW UC PSC, 21-11-2011, Ons/Off.Eks(E2)
III.05	Attaka Field, INPEX PSC, 28-03-1991, Ons.Ept-EXT(E5)	III.25	Enrekang, SIGMA ENERGY PSC, 21-03-2007, Ons.Eks(E3)
III.06	Babar Selaru, INPEX PSC, 21-11-2011, Off.Eks(BHM4)	III.26	Ganal, CHEVRON PSC, 24-02-1998, Off.Ept(E3)
III.07	Berau BP INDONESIA PSC, 12-02-198, Off.Ept-EXT(H3)	III.27	Halmahera II, STATOIL & NIKO PSC, 19-12-2011, Off.Eks(E2)
III.08	Bone, MITRA ENERGY PSC, 26-11-2010, Ons.Eks(F3-4)	III.28	Halmahera-Kofiau, NIKO XVI PSC, 30-11-2009, Ons/Off.Eks(G2-3)
III.09	Bone Bay, MARATHON PSC, 13-11-2008, Off.Eks(F3)	III.29	Karama, STAT OIL PSC, 21-03-2007, Off.Eks(E3)
III.10	Bontang, SALAMANDER PSC, 30-12-2003, Off.Eks(E2)	III.30	Kasuri, GENTING OIL PSC, 27-05-2008, Ons/Off.Eks(H3)
III.11	Budong – Budong, TATELY N.V. PSC, 16-01-2007, Ons/Off.Eks(E3)	III.31	Kepala Burung, PETROCHINA PSC EXT, 15-10-2000, Ons.Ept-EXT(H3)
III.12	Bukat, ENI PSC, 24-02-1998, Off.Eks(E2)	III.32	Kofiau, NIKO PSC, 05-05-2009, Ons/Off.Eks(H3)
III.13	Bula, KALREZ PSC EXT, 01-11-1999, Ons.Ept-EXT(H3)	III.33	Kuma, COPI PSC, 16-01-2007, Off.Eks(E3)
III.14	Bulungan, ENI PSC, 12-12-2004, Off.Eks(E2)	III.34	Kumawa, MARATHON PSC, 05-05-2009, Off.Eks(H3)
III.15	Buton, JAPEX PSC, 16-01-2007, Ons.Eks(F4)	III.35	Kutai, KRISENERGY PSC, 16-01-2007, Ons/Off.Eks(E2-3)
III.16	Buton I, PUTINDO BINTECH PSC, 13-11-2008, Off.Eks(F4)	III.36	Mahakam, TOTAL PSC, 31-03-1997, Ons/Off.Ept-EXT(B3)
III.17	Cendrawasih, EXXON PSC, 05-05-2009, Off.Eks(I3)	III.37	Makasar Strait, CHEVRON PSC, 26-01-1990, Off.Ept(E3)
III.18	Cendrawasih II, REPSOL PSC, 18-05-2010, Eks(I3)	III.38	Malunda, PTTEP PSC, 18-05-2010, Eks(E3)
III.19	Cendrawasih III, NIKO PSC, 18-05-2010, Eks(I3)	III.39	Mandar, EXXON PSC, 21-03-2007, Off.Eks(E3)
III.20	Cendrawasih IV, NIKO-REPSOL PSC, 18-05-2010, Eks(I3)	III.40	Manokwari, ECOSSE PSC, 12-12-2004, Ons.Eks(H3)

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III.01	Ambalat, ENI <i>PSC, 27-09-1999, Off.Eks(E2)</i>	III.21	East Bula, BLACK GOLD <i>PSC, 30-11-2009, Off.Eks(E2)</i>
III.02	Arafura Sea, COPI <i>PSC, 13-11-2008, Off.Eks(HH4)</i>	III.22	E. Kalimantan (W.Pasir), CHEVRON <i>PSC, 25-10-1998, Ons/Off .Ept-EXT(C4)</i>
III.03	Arguni I, ENI <i>PSC, 21-11-2011, Off.Eks(HH4)</i>	III.23	East Sepinggan, ENI <i>PSC, 25-05-2012 Off.Eks(E3)</i>
III.04	Aru, NIKO RES. <i>PSC, 25-05-2012, Off.Eks(H3)</i>	III.24	East Simenggaris, SON LAW UC <i>PSC, 21-11-2011, Ons/Off.Eks(E2)</i>
III.05	Attaka Field, INPEX <i>PSC, 28-03-1991, Ons.Ept-EXT(E5)</i>	III.25	Enrekang, SIGMA ENERGY <i>PSC, 21-03-2007, Ons.Eks(E3)</i>
III.06	Babar Selaru, INPEX <i>PSC, 21-11-2011, Off.Eks(BH4)</i>	III.26	Ganal, CHEVRON <i>PSC, 24-02-1998, Off.Ept(E3)</i>
III.07	Berau BP INDONESIA <i>PSC, 12-02-198, Off.Ept-EXT(H3)</i>	III.27	Halmahera II, STATOIL & NIKO <i>PSC, 19-12-2011, Off.Eks(E2)</i>
III.08	Bone, MITRA ENERGY <i>PSC, 26-11-2010, Ons.Eks(F3-4)</i>	III.28	Halmahera-Kofiau, NIKO XVI <i>PSC, 30-11-2009, Ons/Off.Eks(G2-3)</i>
III.09	Bone Bay, MARATHON <i>PSC, 13-11-2008, Off.Eks(F3)</i>	III.29	Karama, STAT OIL <i>PSC, 21-03-2007, Off.Eks(E3)</i>
III.10	Bontang, SALAMANDER <i>PSC, 30-12-2003, Off.Eks(E2)</i>	III.30	Kasuri, GENTING OIL <i>PSC, 27-05-2008, Ons/Off.Eks(H3)</i>
III.11	Budong – Budong, TATELY N.V. <i>PSC, 16-01-2007, Ons/Off.Eks(E3)</i>	III.31	Kepala Burung, PETROCHINA <i>PSC EXT, 15-10-2000, Ons.Ept-EXT(H3)</i>
III.12	Bukat, ENI <i>PSC, 24-02-1998, Off.Eks(E2)</i>	III.32	Kofiau, NIKO <i>PSC, 05-05-2009, Ons/Off.Eks(H3)</i>
III.13	Bula, KALREZ <i>PSC EXT, 01-11-1999, Ons.Ept-EXT(H3)</i>	III.33	Kuma, COPI <i>PSC, 16-01-2007, Off.Eks(E3)</i>
III.14	Bulungan, ENI <i>PSC, 12-12-2004, Off.Eks(E2)</i>	III.34	Kumawa, MARATHON <i>PSC, 05-05-2009, Off.Eks(H3)</i>
III.15	Buton, JAPEX <i>PSC, 16-01-2007, Ons.Eks(F4)</i>	III.35	Kutai, KRISENERGY <i>PSC, 16-01-2007, Ons/Off.Eks(E2-3)</i>
III.16	Buton I, PUTINDO BINTECH <i>PSC, 13-11-2008, Off.Eks(F4)</i>	III.36	Mahakam, TOTAL <i>PSC, 31-03-1997, Ons/Off.Ept-EXT(B3)</i>
III.17	Cendrawasih, EXXON <i>PSC, 05-05-2009, Off.Eks(I3)</i>	III.37	Makasar Strait, CHEVRON <i>PSC, 26-01-1990, Off.Ept(E3)</i>
III.18	Cendrawasih II, REPSOL <i>PSC, 18-05-2010, Eks(I3)</i>	III.38	Malunda, PTTEP <i>PSC, 18-05-2010, Eks(E3)</i>
III.19	Cendrawasih III, NIKO <i>PSC, 18-05-2010, Eks(I3)</i>	III.39	Mandar, EXXON <i>PSC, 21-03-2007, Off.Eks(E3)</i>
III.20	Cendrawasih IV, NIKO-REPSOL <i>PSC, 18-05-2010, Eks(I3)</i>	III.40	Manokwari, ECOSSE <i>PSC, 12-12-2004, Ons.Eks(H3)</i>

Source: [SKK Migas Annual Report 2012](#)

III.41	Masela, INPEX PSC, 16-1-1998, Off.Ept(GH4)	III.61	Semai IV, MURPHY PSC, 21-11-2011, Off.Eks(H3)	III.81	Talen, TOTAL PSC, 09-10-2012, Ons.Eks(H3)
III.42	Muara Bakau, ENI PSC, 30-12-2002, Off.Eks(E3)	III.62	Semai V, HESS PSC, 13-11-2008, Off.Eks(H3)	III.82	Tengah, TOTAL JOA, 05-10-1988, Off.Ept(E3)
III.43	Muturi, BP Indonesia PSC, 26-08-1992, Ons/Off.Ept-EXT(H3)	III.63	Sengkang, ENERGY EQUITY PSC-EXT, 24-10-2000, Ons.Ept-EXT(F3)	III.83	Udan Emas, KRIS ENERGY PSC, 25-05-2012, Ons.Eks(H3)
III.44	North Arafura, BP PSC, 26-11-2010, Ons.Eks(I3-4)	III.64	Senoro-Toili (Tomori), JOB MEDCO JOB, 04-12-1997, Ons/Off.Ept(F3)	III.84	Warim, COPI PSC, 26-05-1987, Ons.Eks(I3)
III.45	North Ganal, NIKO, STATOIL, ENI & GDF PSC, 21-11-2011, Off.Eks(I3-4)	III.65	Seram, BLACK GOLD PSC, 13-11-2008, Off.Eks(H3)	III.85	West Aru I, BP PSC, 19-12-2011, Ons.Eks(H3)
III.46	N Makasar St, BARUNA & NIKO XIV PSC, 30-11-2009, Ons/Off.Eks(E3)	III.66	Seram Non Bula, CITIC PSC-EXT, 01-11-1999, Off.Ept-EXT(GH3)	III.86	West Aru II, BP PSC, 19-12-2011, Ons.Eks(H3)
III.47	Northern Papua, SARMI PAPUA PSC, 05-05-2009, Ons/Off.Eks(I3)	III.67	SE. Ganal I, NIKO PSC, 13-11-2008, Off.Eks(E3)	III.87	West Papua I, CHEVRON PSC, 13-11-2008, Off.Eks(H3)
III.48	Nunukan, ANADARKO PSC, 12-12-2004, Off.Eks(E2)	III.68	SE. Mahakam, TOTAL PSC, 21-03-2007, Off.Eks(E3)	III.88	West Papua III, CHEVRON PSC, 13-11-2008, Off.Eks(H3)
III.49	Obi, NIKO-STAT OIL & ZIMOREX PSC, 21-11-2011, Off.Eks(I3-4)	III.69	SE. Sangatta, SALAMANDER PSC, 13-11-2008, Off.Eks(E-2)	III.89	W Papua IV, NIKO XV PSC, 30-11-2009, Off.Eks(H3)
III.50	Ofs. Timor Sea I, HESS PSC, 19-12-2011, Off.Eks(I3-4)	III.70	SE. Seram, NIKO PSC, 19-12-2011, Off.Eks(H4)	III.90	West Sageri, NIKO PSC, 13-11-2008, Off.Eks(E3)
III.51	Rapak, CHEVRON PSC, 04-12-1997, Off.Ept(E2-3)	III.71	South Mandar, PTTEP PSC, 18-05-2010, Eks(E3)	III.91	West Salawati, MOND'OR OIL JOB, 30-12-2003, Ons/Off.Eks(H3)
III.52	Rombekai, AED ROMBEBAI PSC, 16-11-1998, Ons/Off.Eks(I3)	III.72	South Matindok, BLACK GOLD PSC, 13-11-2008, Off.Eks(F3)	III.92	West Timor, ENI PSC, 27-05-2008, Ons/Off.Eks(F4-5)
III.53	Sadang, TALISMAN PSC, 18-05-2010, Eks(E3)	III.73	South Sageri, TALISMAN PSC, 18-05-2010, Eks(E3)	III.93	Wiriagar, BP PSC, 27-02-1993, Ons.Ept-EXT(H3)
III.54	Sageri, TALISMAN PSC, 21-03-2007, Off.Eks(E3)	III.74	South Sesulu, HESS PSC, 05-05-2009, Off.Eks(E3)	III.94	Wokam II, MURPHY PSC, 17-12-2010, Ons.Eks(H3)
III.55	Salawati, JOB PETROCHINA JOB, 23-04-1990, Ons/Off.Ept(H3)	III.75	SW Bird's Head, TOTAL E&P PSC, 01-08-2011, Ons.Eks(H3)	III.95	Amborip VI, COPI PSC, 22-09-2006, Off.Eks(I4)
III.56	Sareba, LUNDIN B.V PSC, 24-02-1998, Ons/Off.Eks(H3)	III.76	Sula I, BRILLIANCE ENERGY PSC, 30-11-2009, Off.Eks(F3)	III.96	E. Ambalat, CHEVRON PSC, 12-12-2004, Off.Eks(E2)
III.57	Sebatik, STAR ENERGY PSC, 22-12-2005, Ons/Off.Eks(E2)	III.77	Surumana, EXXON PSC, 18-02-1981, Off.Eks(E3)	III.97	Papalang, ANADARKO PSC, 07-12-2001, Off.Eks(E2)
III.58	Sebuku, PEARL OIL PSC, 17-09-1997, Off.Ept(E3)	III.78	Tanjung Aru, KRISENERGY PSC, 196-12-2011, Off.Eks(E2)	III.98	Pasangkayu, MIPIL PSC, 22-09-2006, Ons.Eks(E3)
III.59	Semai II, MURPHY SEMAI PSC, 13-11-2008, Off.Eks(H3)	III.79	Tarakan, MEDCO PSC, 14-01-1982, Ons.Ept-EXT(E2)	III.99	Popodi, ANADARKO PSC, 07-12-2001, Off.Eks(E2)
III.60	Semai III, SUMA SARANA PSC, 13-11-2008, Off.Eks(H3)	III.80	Tarakan Offshore, MANHATTAN KI PSC, 14-10-2003, Off.Ept(E2)	III.100	Popodi, ANADARKO PSC, 27-05-2005, Off.Eks(H4)

Source: [SKK Migas Annual Report 2012](#)

ANNEX 9.B – OIL AND GAS OPERATION AREA 2013

STATUS 1 JAN 2014



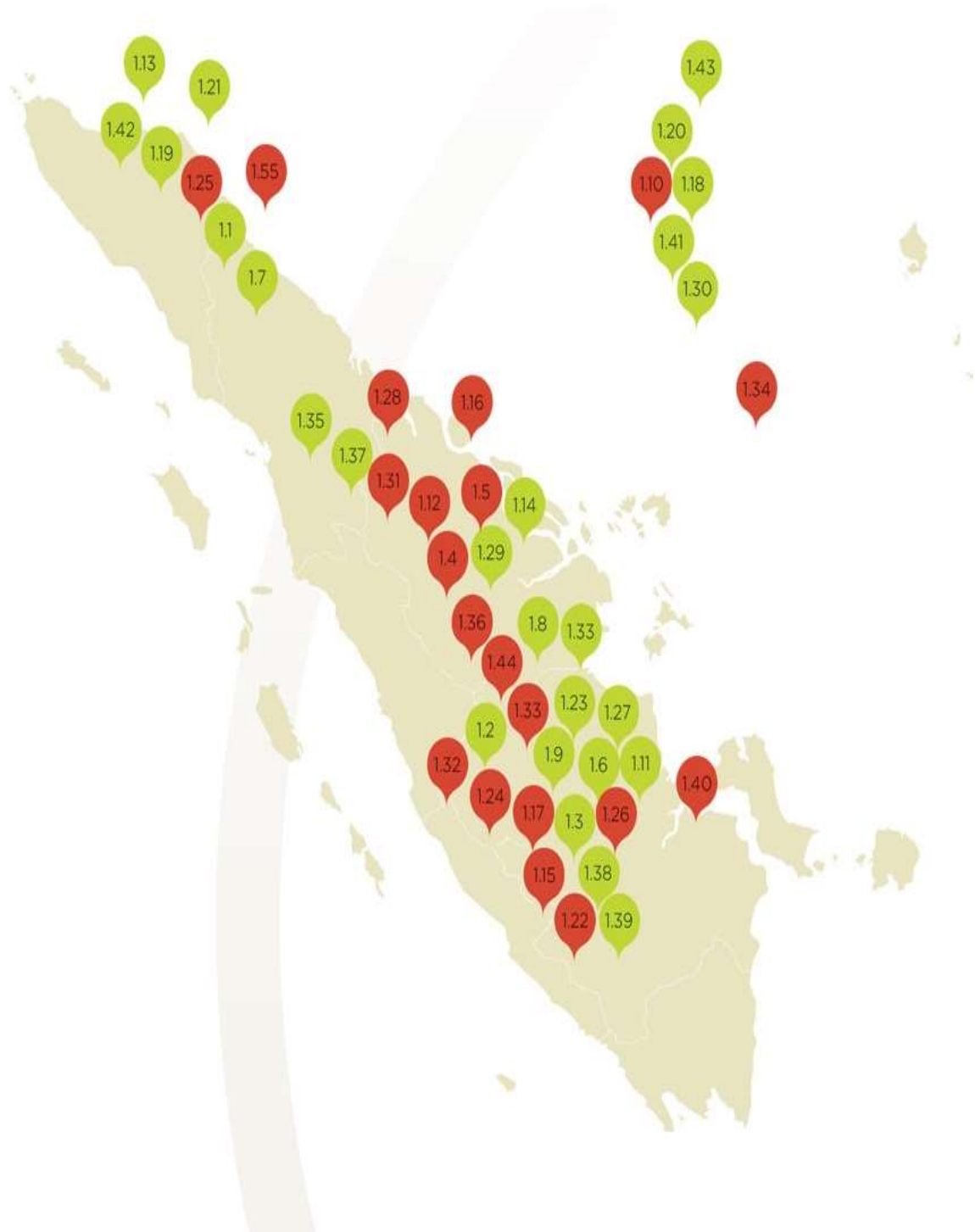
Source: [SKK Migas Annual Report 2013](#)

- Batas laut teritorial, perlu kesepakatan
- Batas maksimum landasan kontinen (yang memungkinkan)



WILAYAH III

WILAYAH I



Source: [SKK Migas Annual Report 2013](#)

1.01 - 1.44

Legenda WK

1.01 Air Komerling, CAHAYA BR
PSC, 12-12-2004, Ons.Eks(B-3)

Keterangan cara baca legenda

1.01 : WK ID

Air Komerling : Wilayah kerja
CAHAYA BR : OPERATOR
PSC : Jenis Kontrak
12-12-2004 : Tanggal Efektif
Kontrak
Ons. : Lokasi Ons/Off
Eks. : Status
B-3 : Lokasi WK
(pada kolom B,
baris ke 3)

Keterangan Warna Legenda WK

	WK Eksplorasi
	WK GMB Eksplorasi
	WK Eksploitasi
	WK Proses Terminasi

1.01 Air Komerling, CAHAYA BR PSC, 12-12-2004, Ons.Eks(B-3)	1.23 Gurita, LUNDIN GURITA BV PSC, 12-12-2004, Ons.Eks(B-3)
1.02 Anambas, AWE PSC, 12-12-2004, Off.Eks(C1-2)	1.24 Jabung, PETROCHINA PSC, 27-02-1993, Ons.EPT(B3)
1.03 Andaman III, TALISMAN PSC, 30-11-2009, Off.Eks(A1)	1.25 Jambi Merang, JOB HESS JOB, 10-02-1989, Ons.Ept(B3)
1.04 Area A - N.Sumatera, Medco PSC-EXT,01-09-1991,Ons.Ept-EXT(A2)	1.26 Kakap, STAR ENERGY PSC, 22-03-1975, Off.Ept-EXT(C1)
1.05 Bangko, PETROCHINA PSC, 17-02-1995, Ons.Ept (B3)	1.27 Kalyani, EURORICH PSC, 19-12-2011, Ons.Eks(B3)
1.06 Baronang, LUNDIN PSC, 30-12-2003, Ons.Eks(B3)	1.28 Karang Agung, ODIRA PSC, 16-01-2007, Ons.Ept(B3)
1.07 Batanghari, CNOOC PSC, 16-01-2007, Ons.Eks(B3)	1.29 Kerapu, PEARL OIL PSC, 13-11-2008, OFF.Eks(c1)
1.08 Batu Gajah, RANHILL PSC, 16-01-2007, Ons.Eks(B3)	1.30 Kisaran, PACIFIC O7G PSC, 17-05-2001, Ons.Eks(B2)
1.09 Belida, SELE RAYA PSC, 12-12-2004, Ons.Eks(B3)	1.31 Korinci Baru, KALILA PSC, 15-05-1997, Ons.EPT(B2)
1.10 Bentu Segat, KALILA PSC, 20-05-1991, Ons.Ept(B2)	1.32 Krueng Mane, ENI PSC, 27-09-1999, Off.Ept(A1)
1.11 Bohorok, BUKIT ENERGY PSC, 25-05-2012, Ons.Eks(A2)	1.33 Lampung III, HARPINDO PSC, 05-05-2009, Ons.Eks(C3-4)
1.12 Bukit Batu, GEO LINK PSC, 25-05-2012, Ons.Eks(B2)	1.34 Langgak (MFK), SPR-KINGSWOOD PSC, 25-11-1963, Ons.Ept(B2)
1.13 Bungamas, BUNGAMAS E. PSC, 22-12-2005, Ons.Eks(B3)	1.35 Lemang, HEXINDO PSC, 16-01-2007, Ons.Eks(B3)
1.14 Cakalang, LUNDIN PSC, 13-11-2008, Off.Eks(C1)	1.36 Lematang, MEDCO PSC, 06-04-1987, Ons.Ept(B3)
1.15 CPP, BOB BUMI SIAK PUSAKO PSC, 09-08-1975, Ons.Ept (B2)	1.37 Lhokseumawe, ZARATEX PSC, 22-12-2006, Ons/Off,Eks(A1)
1.16 Corridor, COPI PSC, 20-12-1983, Ons.Ept-EXT(B3)	1.38 Lirik II, KARYA INTI PSC, 16-01-2007, Off, Eks(C2)
1.17 Duyung, W.NATUNA EXPL. PSC, 16-01-2007, Off.Eks(C2)	1.39 Mahato, EMASPTH-BKTENERGY PSC, 25-05-2012, Ons.Eks(B2)
1.18 East Jabung, PAN ORIENT PSC, 11-11-2011, Ons.Eks(B3)	1.40 Malacca Strait, KONDUR PSC, 05-08-2000, Ons/Off, Ept-EXT(B2)
1.19 East Pamai, NORTHERN PSC, 05-05-2009, Ons.Eks(B2)	1.41 Marquisa, SCHINTAR PSC, 01-04-2011, Ons.Eks(AB-2)
1.20 East Seruwai, KRISENERGY PSC, 13-11-2008, Ons.Eks(A2)	1.42 Mentawai, TOTAL PSC, 09-10-2012, Ons.Eks(AB-2)
1.21 East Sokang, SERICA PSC, 10-10-2012, Ons.Eks(A2)	1.43 Merangin I, MEDCO PSC, 06-04-1987, Ons.Eks(B3)
1.22 Gebang, PHE COSTA JOB, 29-11-1985, Ons/Off.Ept(A2)	1.44 Merangin II, SELE RAYA PSC, 04-10-2003, Ons.EPT(B3)

Source: [SKK Migas Annual Report 2013](#)

WILAYAH I



Source: [SKK Migas Annual Report 2013](#)

1.45 - 1.88

Legenda WK

1.01 Air Komerling, CAHAYA BR
PSC, 12-12-2004, Ons.Eks(B-3)

Keterangan cara baca legenda

1.01 : WK ID

Air Komerling : Wilayah kerja
CAHAYA BR : OPERATOR
PSC : Jenis Kontrak
12-12-2004 : Tanggal Efektif
Kontrak
Ons. : Lokasi Ons/Off
Eks. : Status
B-3 : Lokasi WK
(pada kolom B, baris ke 3)

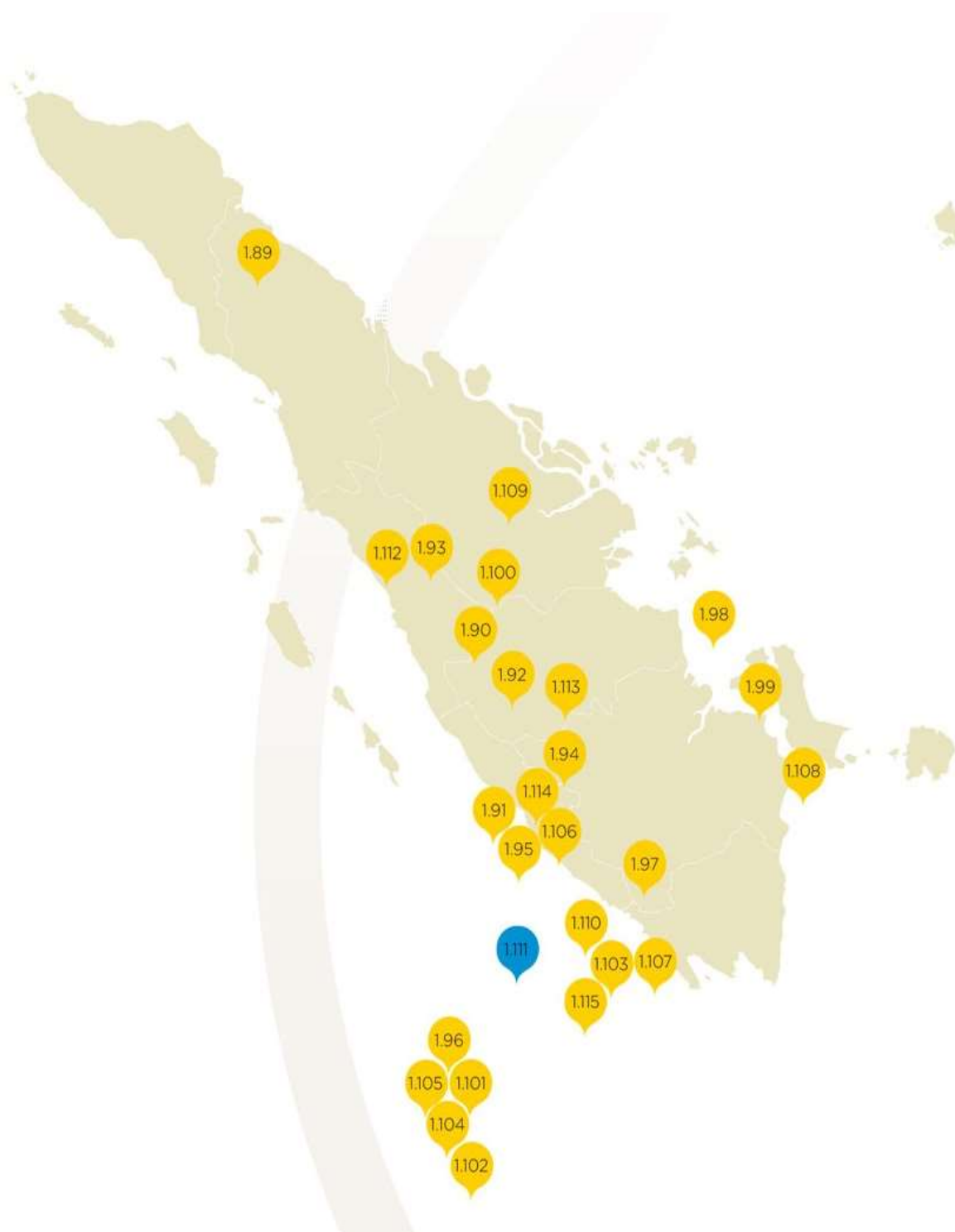
Keterangan Warna Legenda WK

 WK Eksplorasi
 WK GMB Eksplorasi
 WK Eksploitasi
 WK Proses Terminasi

1.45 Natuna A, PREMIER PSC-EXT, 16-10,2009, Off, Ept-EXT(C1-2)	1.67 Siak, CHEVRON PSC, 25-09,1963, Ons.Ept(B2)
1.46 North Baturaja, TERRA GLOBAL PSC, 19-12,2011, Ons.Eks(B3)	1.68 Sokang, BLACK PLAT.INVST PSC, 00-12,2010, Off.Eks(C2)
1.47 NE.Natuna, TITAN RES. PSC, 15-05,1997, Off.Eks(C1)	1.69 S&C. Sumatera, MEDCO PSC, 28-11,1963, Ons.Ept(B3)
1.48 North Sokang, NS ENERGY LTD PSC, 00-12,2010, Off.Eks(C1)	1.70 South Baturaja, ANUGERAH MS PSC, 19-12,2011, Ons.Eks(B3)
1.49 N.Sumatra B block, EXXON PSC-EXT, 01-09,1997, Ons.Eks(B-3)	1.71 South Betung, TECHWIN PSC, 01-04,2011, Ons.Eks(B3)
1.50 NW Natuna, GENTING OIL PSC, 12-12,2004, Off.Eks(C1)	1.72 South Blok A, RENCO ENERGY PSC, 05-05,2011, Ons.Eks(A2)
1.51 North Sumatera Ofs, EXXON PSC, 17-09,2005, Ons/Off.Ekp-EXT(A1)	1.73 South CPP, RANHILL PAMAI PSC, 13-11,2008, Off.Eks(B2)
1.52 Ogan Komerling, JOB TALISMAN PSC, 29-02,1988, Ons.EPT(B3)	1.74 SE. Tungkal, GUJARAT PSC, 13-11,2008, Off.Eks(B3)
1.53 Palmerah, TATELY N.V PSC, 30-12,2003, Ons.Eks(B3)	1.75 South Jambi B, COPI PSC, 26-01,1990, Ons.Ept(B3)
1.54 Pandan, TROPIK ENERGY PSC, 12-12,2004, Ons.Eks(B3)	1.76 South Natuna B, COPI PSC-EXT, 16-10,2016, Off.Ept-EXT(C2)
1.55 Pari, INDOREACH PSC, 16-01,2007, Off.Eks(C2)	1.77 S Lirik, TEXCAL-INDRILL PSC, 25-05,2012, Ons.Eks(B3)
1.56 Pase, TRIANGLE PASE INC. PSC, 16-10,1968, Ons.Ept(A2)	1.78 S Sokang, LUNDIN-SALAMANDER PSC, 06-12,2010, Off.Eks(C2)
1.57 Pendopo, JOB GOLDENSPIKE JOB, 06-07,1989, Ons.Ept(B3)	1.79 SW. Bukit Barisan, RADIANT PSC, 13-11,2008, Ons.Eks(A2)
1.58 Puri, PURI PETROLEUM PSC, 18-05,2010, Ons.Eks(B3)	1.80 Sumbagsel, COOPER ENERGY PSC, 01-04,2011, Ons.Eks(B3)
1.59 Ranau, PRABU ENERGY PSC, 12-11,2011, Ons.Eks(B3)	1.81 Tonga, MOSESA PETROLEUM PSC, 16-01,2007, Ons.Ept(A2)
1.60 Rimau, MEDCO PSC, 23-04,1973, Ons.Ept(B3)	1.82 Tuna, PREMIER PSC, 21-03,2007, Off.Eks(C1)
1.61 Rokan, CHEVRON PSC-ext, 28-11,1993, Ons.Ept-EXT(B2)	1.83 Tungkal, MONTD'OR OIL PSC, 26-08,1992, Ons.Ept(B3)
1.62 Sakakemang, CAKRA NUSA PSC, 18-05,2010, Off.Eks(B3)	1.84 W.Air Komerling, TIARA BUMI PSC, 21-03,2007, Ons.Eks(B3)
1.63 Sekayu, STAR ENERGY PSC, 16-01,2007, Ons.Eks(B3)	1.85 W.Belida, ORCHARD ENERGY PSC, 05-05,2009, Ons.Eks(B3)
1.64 Selat Panjang, PETROSELAT PSC, 08-09,1991, Ons.EPT(B2)	1.86 W. Glagah K, PETRONAS PSC, 30-11,2009, Ons.Eks(A2)
1.65 Sembilang, MANDIRI PU PSC, 01-04,2011, Ons.Ept(B2)	1.87 W.Kampar, SPE PSC, 22-12,2005, Ons.Eks(B2)
1.66 Seruway, TRANSWORLD PSC, 12-12,2004, Ons.Eks(A2)	1.88 W.Tungkal, THREE GOLDEN PSC, 13-11,2008, Off.Eks(B3)

Source: [SKK Migas Annual Report 2013](#)

WILAYAH I



Source: [SKK Migas Annual Report 2013](#)

1.89-1.111

Legenda WK

1.01 Air Komering, CAHAYA BR
PSC, 12-12-2004, Ons.Eks(B-3)

Keterangan cara baca legenda

1.01 : WK ID

Air Komering : Wilayah kerja
CAHAYA BR : OPERATOR
PSC : Jenis Kontrak
12-12-2004 : Tanggal Efektif
Kontrak
Ons. : Lokasi Ons/Off
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B-3 : Lokasi WK
(pada kolom B,
baris ke 3)

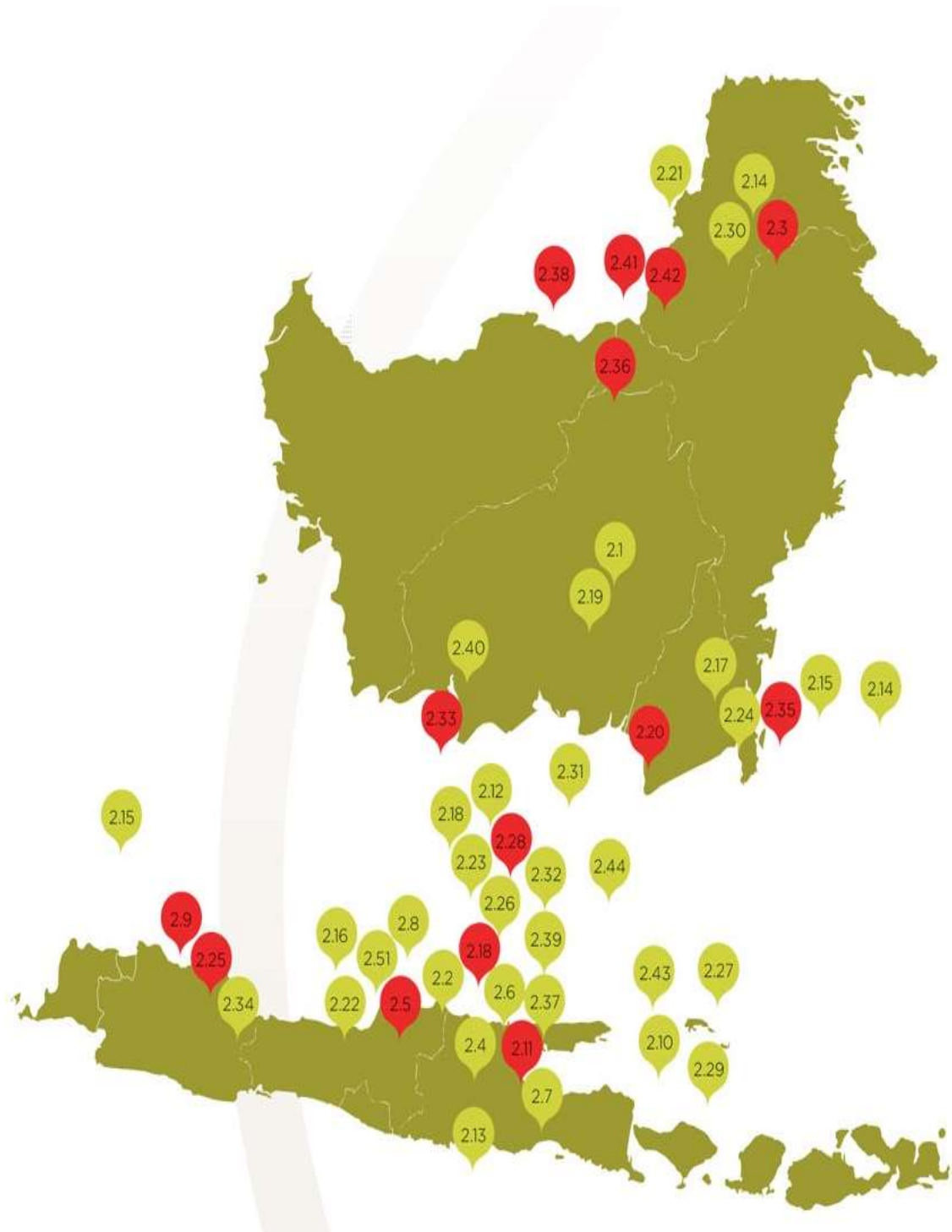
Keterangan Warna Legenda WK

 WK Eksplorasi
 WK GMB Eksplorasi
 WK Eksploitasi
 WK Proses Terminasi

1.89 GMB Air Benakat I, PHE METANA PSC, 30-04,2011, Ons.Eks(B3)	1.100 GMB Muara Enim III, PHE-BTRAJA PSC, 01-04,2011, Ons.Eks(B3)
1.90 GMB Air Benakat II, PHE METANA PSC, 30-04,2011, Ons.Eks(B3)	1.101 GMB Muralim, DART PSC, 24-11,2010, Ons.Eks(B3)
1.91 GMB Air Benakat III, PHE METANA PSC, 30-04,2011, Ons.Eks(B3)	1.102 GMB Ogan Komering, OIG PSC, 05-05,2009, Ons.Eks(B3)
1.92 GMB Air Komering, BATURAJA PSC, 30-04,2011, Ons.Eks(B3))	1.103 GMB Ogan Komering II, EOM PSC, 04-08,2009, Ons.Eks(B-C3)
1.93 GMB Belida, SELE-ANDALAS PSC, 01-04,2011, Ons.Eks(B3)	1.104 GMB Rengat, INDON CBM PSC, 30-11,2009, Ons.Eks(B3)
1.94 Air Komering, CAHAYA BR PSC, 12-12-2004, Ons.Eks(B-3)	1.105 GMB Sekayu, MEDCO SEKAYU PSC, 26-06,2008, Ons.Eks(B3)
1.95 GMB Indragiri Hulu, SAMANTAKA PSC, 26-06,2008, Ons.Eks(B3)	1.106 GMB Sekayu II, EPHINDO-STAR PSC, 09-10,2012, Ons.Eks(B3)
1.96 GMB Lematang, MEDCO-SAKA PSC, 01-04,2011, Ons.Eks(B2)	1.107 GMB Sijunjung, LION - BA PSC, 01-04,2011, Ons.Eks(B3)
1.97 GMB Muara Enim, TRISULA PSC, 30-11,2009, Ons.Eks(B3)	1.108 GMB Suban I, PHEM - SUBAN PSC, 12-12,2004, Ons.Eks(B3)
1.98 GMB Muara Enim I, PHE PSC, 24-11,2010, Ons.Eks(B3)	1.109 GMB Suban II, PHEM - SUBAN MG PSC, 01-04,2011, Ons.Eks(B3)
1.99 GMB Muara Enim II, PHE PSC, 01-04,2011, Ons.Eks(B3)	1.110 GMB Tj.Enim, DART PSC, 08-04,2009, Ons.Eks(B3)
	1.111 Bengkulu, ECOSSE PSC, 04-08,2009, Ons.Eks(B3)

Source: [SKK Migas Annual Report 2013](#)

WILAYAH II



Source: [SKK Migas Annual Report 2013](#)

2.01 - 2.44

Legenda WK

1.01 Air Komerling, CAHAYA BR
PSC, 12-12-2004, Ons.Eks(B-3)

Keterangan cara baca legenda

1.01 : WK ID

Air Komerling : Wilayah kerja
CAHAYA BR : OPERATOR
PSC : Jenis Kontrak
12-12-2004 : Tanggal Efektif
Kontrak
Ons. : Lokasi Ons/Off
Eks. : Status
B-3 : Lokasi WK
(pada kolom B,
baris ke 3)

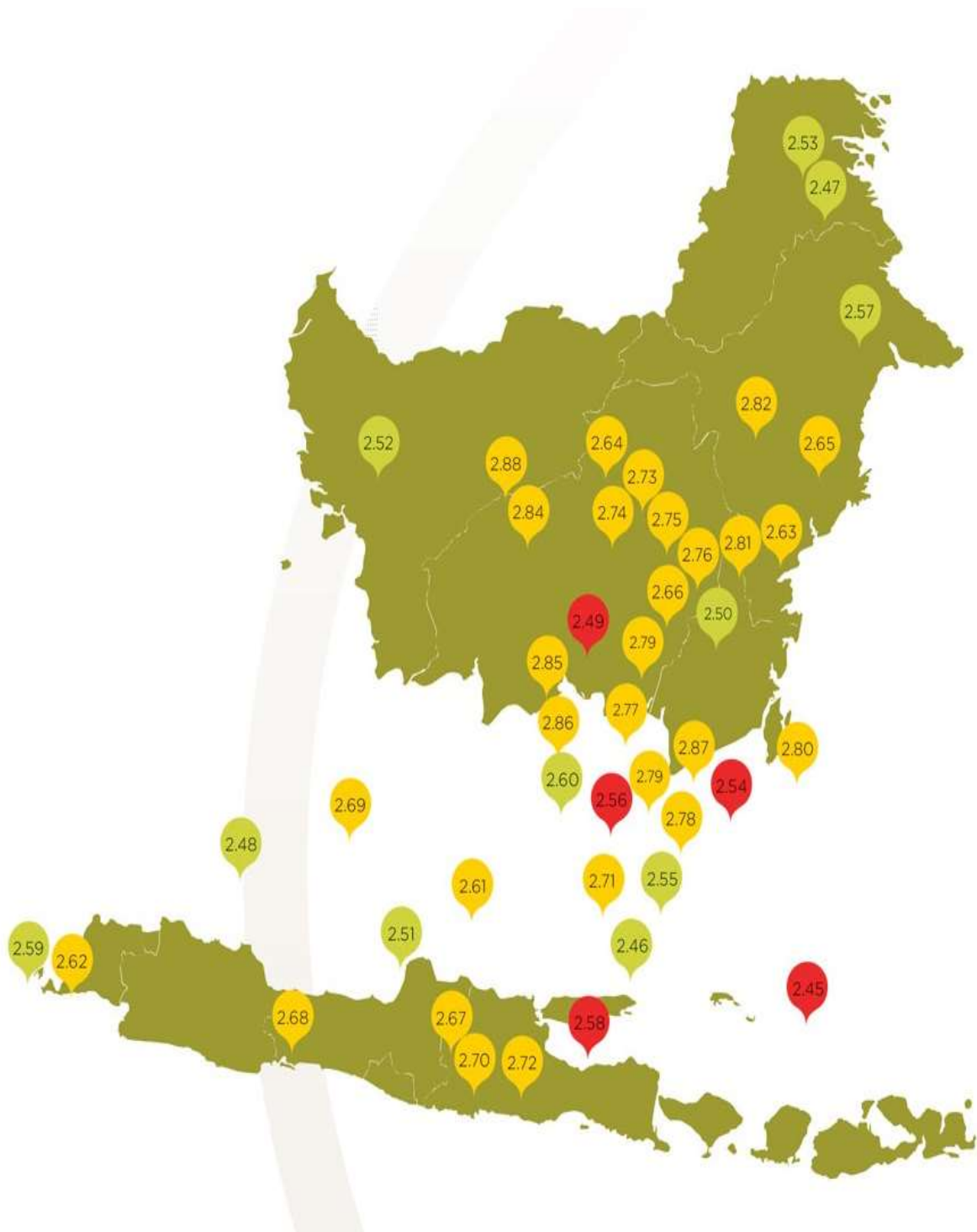
Keterangan Warna Legenda WK

 WK Eksplorasi
 WK GMB Eksplorasi
 WK Eksploitasi
 WK Proses Terminasi

2.01 Alas Jati, INSANI BINA P PSC,09-00-2007, Ons.Eks(D-4)	2.23 Long Hubung L. Bagun, KALISAT PSC,18-05-2010 Ons.Eks(E2)
2.02 Babai, KOMODO ENERGY PSC, 25-05-2012,Ons.Eks(D3-4)	2.24 Madura, SPE PETRO PSC, 13-11-2008,Off.Eks(D4)
2.03 Bangkanai, SALAMANDER PSC, 30-12-2003, Ons.Eks (E3)	2.25 Madura Offshore, SANTOS PSC, 13-11-2008, Off. Eks (D4)
2.04 Barito, ALTAR PSC,12-12-2004, Ons.Eks (E3)	2.26 Mahakam Hilir, SPC PSC,13-11-2008, Off.Eks(E3)
2.05 Bawean, CAMAR RESCR. PSC,21-11-2011, Ons.Eks (B2)	2.27 Mandala, BUMI HASTA-FORTUNE PSC, 18-05-2010, Ons.Eks(D4)
2.06 Belayan, GERALDO ENERGY PSC, 21-11-2011, Ons.Eks (B2)	2.28 Muriah, PETRONAS PSC, 20-05-1991, Off.Ept(D4)
2.07 Bengara I, MEDCO PSC, 17-09-1999 Ons/Off.Eks(E2)	2.29 NE Madura, TECHWIN PSC, 18-05-2010, OFF.Eks(E4)
2.08 Billiton, MITRA ENERGY PSC, 30-12-2003, Off.Eks(D3)	2.30 North Kangean, PETROJAYA PSC, 16-01-2007, Off.Eks(D4)
2.09 Blora, SELE RAYA ENERGY PSC, 30-11-2009,Off.Eks(D3)	2.31 North Madura, HUSKY PSC, 13-11-2008, Off.Eks(E4)
2.10 Brantas, LAPINDO PSC, 23-04-1990, Ons.Ept(D4)	2.32 North Sumbawa II, HUSKY PSC, 13-11-2008, Off.Eks(E4)
2.11 Bulu, KRISENERGY PSC, 14-10-2003,Off.Eks(D4)	2.33 Offshore NW, Java, PHE PSC, 19-11-1967,Off.Eks(C3)
2.12 Cepu, MOBIL CEPU PSC, 22-12-2006, Ons.Eks(C4)	2.34 Off. Lampung I, ANP PSC, 21-13-2007,Off.Eks(C3)
2.13 Citarum, PAN ORIENT PSC, 22-12-2006, Ons.Eks(C4)	2.35 Ons&Off. Kangean, KANGAEAN E. PSC, 14-11-1980, Ons/Off.Eks(E4)
2.14 E. Bawean I, EAST BAWEAN LTD. PSC, 13-11-2008, Off.Eks(D4)	2.36 On&Off Madura Strait, HUSKY PSC, 20-10-1982, Off. Ept. (D4)
2.15 East Kangean, GREENSTAR PSC, 22-12-2006, Off.Eks (E4)	2.37 Palangkaraya, PETCON RES. PSC, 25-05-2012, Ons,Eks(D3)
2.16 East Muriah, PEARL OIL PSC, 13-11-2008,Off.Eks (D4)	2.38 Pangkah, HESS PSC,08-05-1996, Off. Ept(D4)
2.17 East Sepanjang, EASCO PSC, 13-11-2008, Off.Eks(D4)	2.39 Pasir, PASIR PETROLEUM PSC, 05-05-2009, Ons.Eks(E3)
2.18 INDONESIA - PERTAMINA E&P	2.40 Randu Gunting, PHE PSC, 09-08-2007, Ons/Off,Eks(D4)
2.19 Karapan, AMSTELCO PSC,18-05-2010, Ons.Eks(D4)	2.41 Sampang, SANTOS PSC, 04-12-2011, Ons/Off, Ept (D4)
2.20 Ketapang, PC KETAPANG II PSC,11-06-1998, Off.Ept (D4)	2.42 Sanga-Sanga, VICO PSC, 08-08-1998, Ons.Ept, EXT(E3)
2.21 Kuala Pambuang, MENTARI PSC, 19-12-2011, Ons.Eks(C4)	2.43 Sei Nangka-Senipah, KUTAI ETAM PSC, 12-12-2004, Ons.Eks(E3)
2.22 Kuningan, EQUATOR ENERGY PSC, 25-05-2012, Ons.Eks(C4)	2.44 Sibaru, MITRA ENERGY PSC,16-10-2007, Off.Eks(E4)

Source: [SKK Migas Annual Report 2013](#)

WILAYAH II



Source: [SKK Migas Annual Report 2013](#)

2.45 - 2.88

Legenda WK

1.01 Air Komerling, CAHAYA BR
PSC, 12-12-2004, Ons.Eks(B-3)

Keterangan cara baca legenda

1.01 : WK ID

Air Komerling : Wilayah kerja
CAHAYA BR : OPERATOR
PSC : Jenis Kontrak
12-12-2004 : Tanggal Efektif
Kontrak
Ons. : Lokasi Ons/Off
Eks. : Status
B-3 : Lokasi WK
(pada kolom B,
baris ke 3)

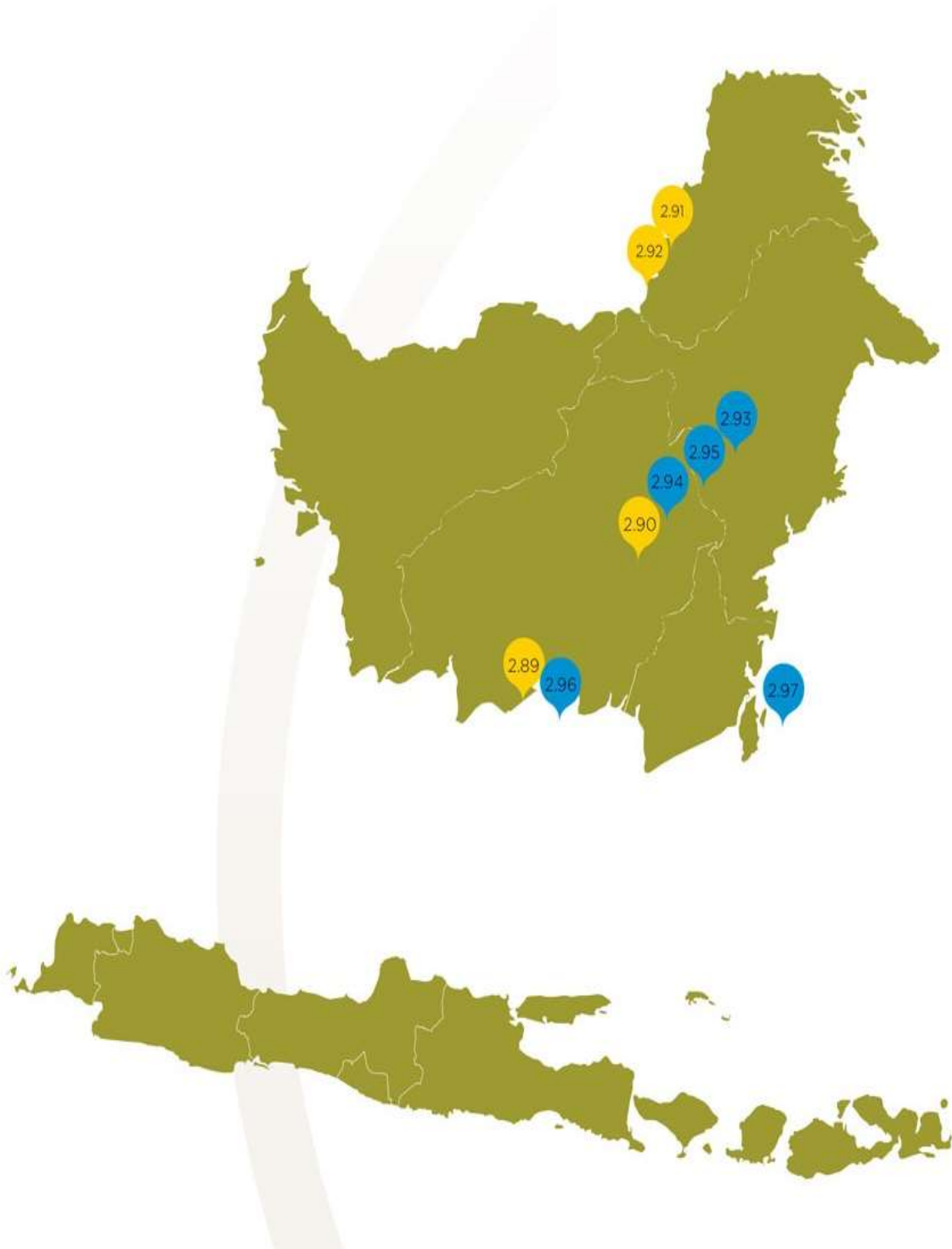
Keterangan Warna Legenda WK

 WK Eksplorasi
 WK GMB Eksplorasi
 WK Eksploitasi
 WK Proses Terminasi

2.45 Simenggaris, JOB MEDCO JOB, 24-02-1998, Ons, Ept(E2)	2.67 GMB B.Banjar II, BARITO BG PSC, 13-11-2008, Ons.Eks(D3)
2.46 South Barito, MURPHY PSC, 27-05-2008, Ons/Off.Eks(D3)	2.68 GMB Barito Tapin, TGM PSC, 04-08-2009, Ons.Eks(D3)
2.47 South Bengara II, ACG PSC, 13-11-2008, Ons.Eks(E2)	2.69 GMB Belawa, BELAWA ENERGY PSC, 09-10-2012, Ons.Eks(D3)
2.48 SE. Madura, ENERGI MINERAL PSC, 05-05-2009, Ons-Off, Eks(D4)	2.70 GMB Bentian Besar, RIDLAUTAMA PSC, 26-06-2008, Ons.Eks(E5)
2.49 SE. Sumatera, CNOOC PSC-EXT,06-09-1998,Off.Ept-EXT(D4)	2.71 GMB BontangBengalon, DARTE PSC, 09-10-2012, Ons.Eks(D3)
2.50 South Madura, AED PSC, 14-10-2003, Off.Eks(D4)	2.72 GMB Kapuas I, TRAN ASIA - BP PSC, 01-04-2011, Ons.Eks(E3)
2.51 Sunda Strait I, NIKO XXVI PSC, 18-05-2010, Ons .Eks (C4)	2.73 GMB Kapuas II, KAPUAS - BP PSC, 01-04-2011, Ons.Eks(E3)
2.52 Terumbu, AWE PSC, 05-05-2009, Offs.Eks (C4)	2.74 GMB Kapuas III, GMU - BP PSC, 01-04-2011, Ons.Eks(E3)
2.53 Titan, AWE, BARUNA & SILLO PSC, 26-11-2011, Off.Eks(C2)	2.75 GMB Kotabu, SATUI BASIN GAS PSC, 04-08-2009, Ons.Eks (E3)
2.54 Tuban, JOB PETROCHINA PSC, 29-02-1988, Off.Ept(D4)	2.76 GMB Kuala Kapuas I, CBM ASIA KK PSC, 09-10-2012, Ons.Eks (D3)
2.55 Ujung Kulon, M3ENERGY PSC, 21-03-2007, Ons/Off.Eks(C4)	2.77 GMB Kuala Kapuas II, BINA MANDIRI PSC, 30-04-2012, Ons.Eks(E3)
2.56 Wailawi, PERUSDA BENUA TAKA PSC, 22-12-2005, Ons.Ept(E3)	2.78 GMB Kutai I, KUTAI WEST CBM PSC, 13-11-2008, Ons.Eks(E3)
2.57 Wain, PANDAWA PSC, 16-01-2007, Ons.Eks(E3)	2.79 GMB Kutai II, EPHINDO-RAE PSC, 01-04-2011, Ons.Eks(E3)
2.58 West Madura, PHE WMO JOA, 07-05-1981, Off.Ept(D4)	2.80 GMB Kutai Barat, SUGICO PSC, 01-04,2011, Ons.Eks(E2)
2.59 W.Sangata, KAL.KUTAI ENERGY PSC, 16-01-2007, Ons.Eks(E3)	2.81 GMB Kutai Timur, SENYIUR - TTL PSC, 01-04-2011, Ons.Eks(E2)
2.60 W.Tanjung, MRI ENERGY PSC, 21-11-2011, Ons.Eks(D3)	2.82 GMB MelakMendung I, EPHINDO PSC, 01-04-2011, Ons.Eks(E2)
2.61 GMB Bangkanai I, BANGKANAI CBM PSC, 30-04-2012, Ons.Eks(C3)	2.83 GMB MelakMendung II, MONNET PSC, 01-04-2011, Ons.Eks(E2)
2.62 GMB Bangkanai II, BORNEO METANA PSC, 30-04-2012, Ons.Eks(C3)	2.84 GMB Pulang Pisau, SIGMA&BLUE PSC, 04-08-2009, Ons.Eks(D3)
2.63 GMB Bangkanai III, BANGKANAI ER PSC, 19-12-2011, Ons.Eks(C3)	2.85 GMB Sanga - sanga, VIRGINIA PSC, 30-11-2009, Ons.Eks(E3)
2.64 GMB Bangkanai IV, BANGKANAI JP PSC, 19-12-2011, Ons.Eks(B3)	2.86 GMB Sanga - sanga I, SANGA E PSC, 30-04,2012, Ons.Eks(E2)
2.65 GMB Barito, TRANS ASIA&JINDAL PSC, 30-11-2009, Ons.Eks(D3)	2.87 GMB Sangatta I, PHE&SANGAT PSC, 13-11-2008 Ons.Eks(E2)
2.66 GMB B.Banjar I, INDOBARAMBAI PSC, 13-11-2008, Ons.Eks(D3)	2.88 GMB Sangatta II, VISI MULTI PSC, 04-08-2009, Ons.Eks(E2)

Source: [SKK Migas Annual Report 2013](#)

WILAYAH II



Source: [SKK Migas Annual Report 2013](#)

2.89	GMB Tabulako, ARTHA WIDYA PSC, 04-08-2009, Ons.Eks(E3)	2.93	Banyumas, LUNDIN PSC, 17-05-2001, Ons.Eks(C4)
2.90	GMB Tanah Laut, ASAM METHAN PSC, 19-12-2011, Ons/Off.Eks(E3)	2.94	Gunting, EXXON PSC, 13-11,2008, Off.Eks(D4)
2.91	GMB Tanjung II, PHE PSC, 24-11-2010, Ons.Eks(D3)	2.95	NE.Madura III, ANADARKO PSC, 12-12-2004, Off.Eks(D4)
2.92	GMB Tanjung IV, PHE PSC, 01-04,2011, Ons.Eks(E3)	2.96	Off. Lampung II, PETRONAS PSC, 22-09-2006, Off.Eks(C3)
		2.97	Rangkas, LUNDIN PSC, 27-05-2008, Ons.Eks(C4)

2.89 - 2.97

Legenda WK

1.01	Air Komerling, CAHAYA BR PSC, 12-12-2004, Ons.Eks(B-3)
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Keterangan cara baca legenda

1.01	: WK ID
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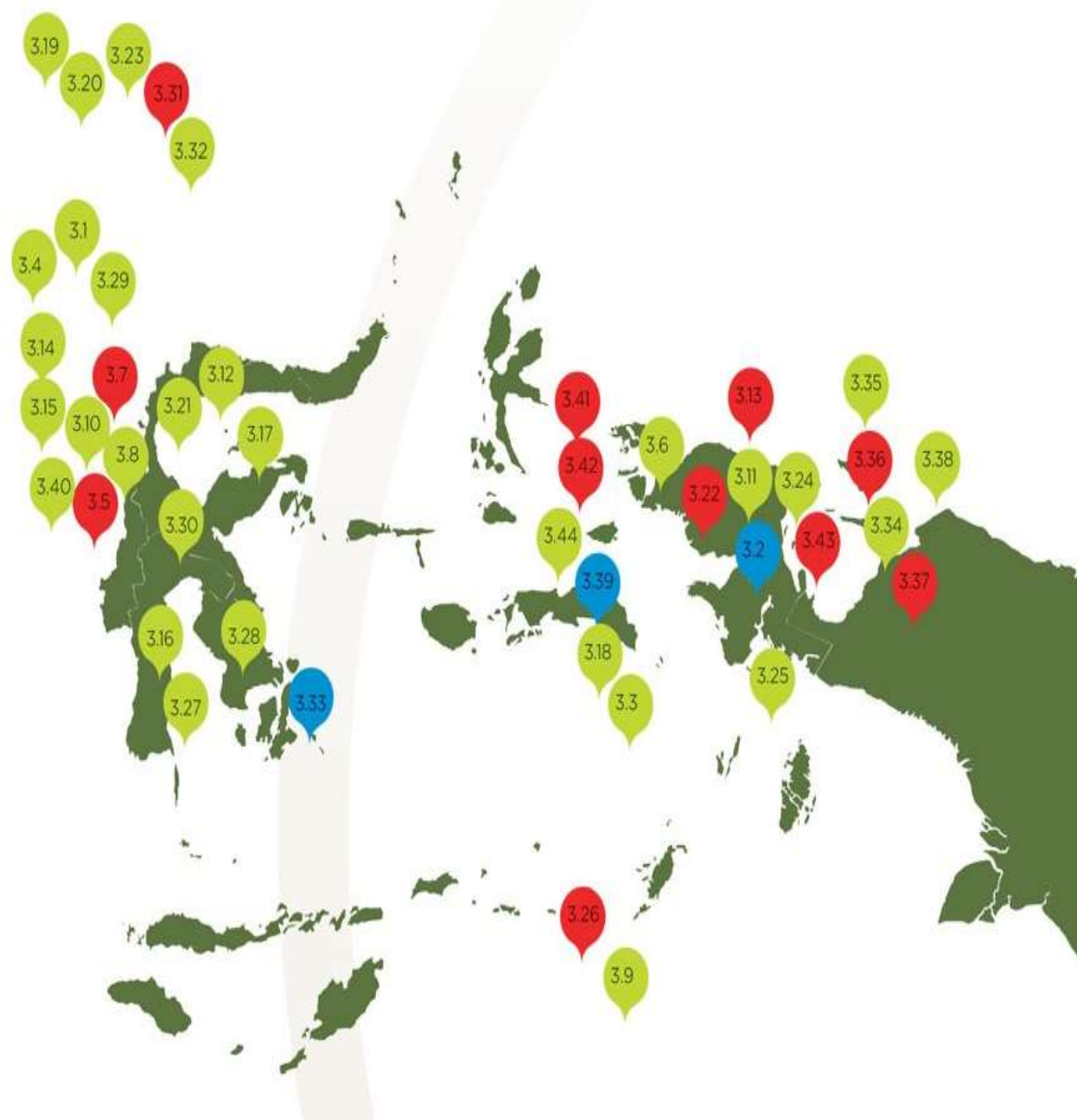
Air Komerling	: Wilayah kerja
CAHAYA BR	: OPERATOR
PSC	: Jenis Kontrak
12-12-2004	: Tanggal Efektif Kontrak
Ons.	: Lokasi Ons/Off
Eks.	: Status
B-3	: Lokasi WK (pada kolom B, baris ke 3)

Keterangan Warna Legenda WK

	WK Eksplorasi
	WK GMB Eksplorasi
	WK Eksploitasi
	WK Proses Terminasi

Source: [SKK Migas Annual Report 2013](#)

WILAYAH III



Source: [SKK Migas Annual Report 2013](#)

3.01 - 3.44

Legenda WK

1.01 Air Komering, CAHAYA BR
PSC, 12-12-2004, Ons.Eks(B-3)

Keterangan cara baca legenda

1.01 : WK ID

Air Komering : Wilayah kerja
CAHAYA BR : OPERATOR
PSC : Jenis Kontrak
12-12-2004 : Tanggal Efektif
Kontrak
Ons. : Lokasi Ons/Off
Eks. : Status
B-3 : Lokasi WK
(pada kolom B,
baris ke 3)

Keterangan Warna Legenda WK

 WK Eksplorasi
 WK GMB Eksplorasi
 WK Eksploitasi
 WK Proses Terminasi

3.01 Ambalat, ENI PSC, 27-09-1999, Off.Eks(E2)	3.23 East Sepinggan, ENI PSC, 25-05-2012 Off.Eks(E3)
3.02 Arafura Sea, COPI PSC, 13-11-2008, Off.Eks(HI4)	3.24 East Simenggaris, SON LAW UC PSC, 21-11-2011, Ons/Off.Eks(E2)
3.03 Arguni I, ENI PSC, 21-11-2011, Off.Eks(HI4)	3.25 Enrekang, SIGMA ENERGY PSC, 21-03-2007, Ons.Eks(E3)
3.04 Aru, NIKO RES. PSC, 25-05-2012, Off.Eks(H3)	3.26 Ganai, CHEVRON PSC, 24-02-1998, Off.Ept(E3)
3.05 Attaka Field, INPEX PSC, 28-03-1991, Ons.Ept-EXT(E5)	3.27 Halmahera II, STATOIL & NIKO PSC, 19-12-2011, Off.Eks(E2)
3.06 Babar Selaru, INPEX PSC, 21-11-2011, Off.Eks(BHI4)	3.28 Halmahera-Kofiau, NIKO XVI PSC, 30-11-2009, Ons/Off.Eks(G2-3)
3.07 Berau BP INDONESIA PSC, 12-02-198, Off.Ept-EXT(H3)	3.29 Karama, STAT OIL PSC, 21-03-2007, Off.Eks(E3)
3.08 Bone, MITRA ENERGY PSC, 26-11-2010, Ons.Eks(F3-4)	3.30 Kasuri, GENTING OIL PSC, 27-05-2008, Ons/Off.Eks(H3)
3.09 Bone Bay, MARATHON PSC, 13-11-2008, Off.Eks(F3)	3.31 Kepala Burung, PETROCHINA PSC EXT, 15-10-2000, Ons.Ept-EXT(H3)
3.10 Bontang, SALAMANDER PSC, 30-12-2003, Off.Eks(E2)	3.32 Kofiau, NIKO PSC, 05-05-2009, Ons/Off.Eks(H3)
3.11 Budong – Budong, TATELY N.V. PSC, 16-01-2007, Ons/Off.Eks(E3)	3.33 Kuma, COPI PSC, 16-01-2007, Off.Eks(E3)
3.12 Bukat, ENI PSC, 24-02-1998, Off.Eks(E2)	3.34 Kumawa, MARATHON PSC, 05-05-2009, Off.Eks(H3)
3.13 Bula, KALREZ PSC EXT, 01-11-1999, Ons.Ept-EXT(H3)	3.35 Kutai, KRISENERGY PSC, 16-01-2007, Ons/Off.Eks(E2-3)
3.14 Bulungan, ENI PSC, 12-12-2004, Off.Eks(E2)	3.36 Mahakam, TOTAL PSC, 31-03-1997, Ons/Off.Ept-EXT(B3)
3.15 Buton, JAPEX PSC, 16-01-2007, Ons.Eks(F4)	3.37 Makasar Strait, CHEVRON PSC, 26-01-1990, Off.Ept(E3)
3.16 Buton I, PUTINDO BINTECH PSC, 13-11-2008, Off.Eks(F4)	3.38 Malunda, PTTEP PSC, 18-05-2010, Eks(E3)
3.17 Cendrawasih, EXXON PSC, 05-05-2009, Off.Eks(I3)	3.39 Mandar, EXXON PSC, 21-03-2007, Off.Eks(E3)
3.18 Cendrawasih II, REPSOL PSC, 18-05-2010, Eks(I3)	3.40 Manokwari, ECOSSE PSC, 12-12-2004, Ons.Eks(H3)
3.19 Cendrawasih III, NIKO PSC, 18-05-2010, Eks(I3)	3.41 Masela, INPEX PSC, 16-1-1998, Off.Ept(GH4)
3.20 Cendrawasih IV, NIKO-REPSOL PSC, 18-05-2010, Eks(I3)	3.42 Muara Bakau, ENI PSC, 30-12-2002, Off.Eks(E3)
3.21 East Bula, BLACK GOLD PSC, 30-11-2009, Off.Eks(E2)	3.43 Muturi, BP Indonesia PSC, 26-08-1992, Ons/Off.Ept-EXT(H3)
3.22 E. Kalimantan (W.Pasir), CHEVRON PSC, 25-10-1998, Ons/Off .Ept-EXT(C4)	3.44 North Arafura, BP PSC, 26-11-2010, Ons.Eks(I3-4)

Source: [SKK Migas Annual Report 2013](#)

WILAYAH III



Source: [SKK Migas Annual Report 2013](#)

3.45 - 3.88

Legenda WK

1.01 Air Komerling, CAHAYA BR
PSC, 12-12-2004, Ons.Eks(B-3)

Keterangan cara baca legenda

1.01 : WK ID

Air Komerling : Wilayah kerja
CAHAYA BR : OPERATOR
PSC : Jenis Kontrak
12-12-2004 : Tanggal Efektif
Kontrak
Ons. : Lokasi Ons/Off
Eks. : Status
B-3 : Lokasi WK
(pada kolom B,
baris ke 3)

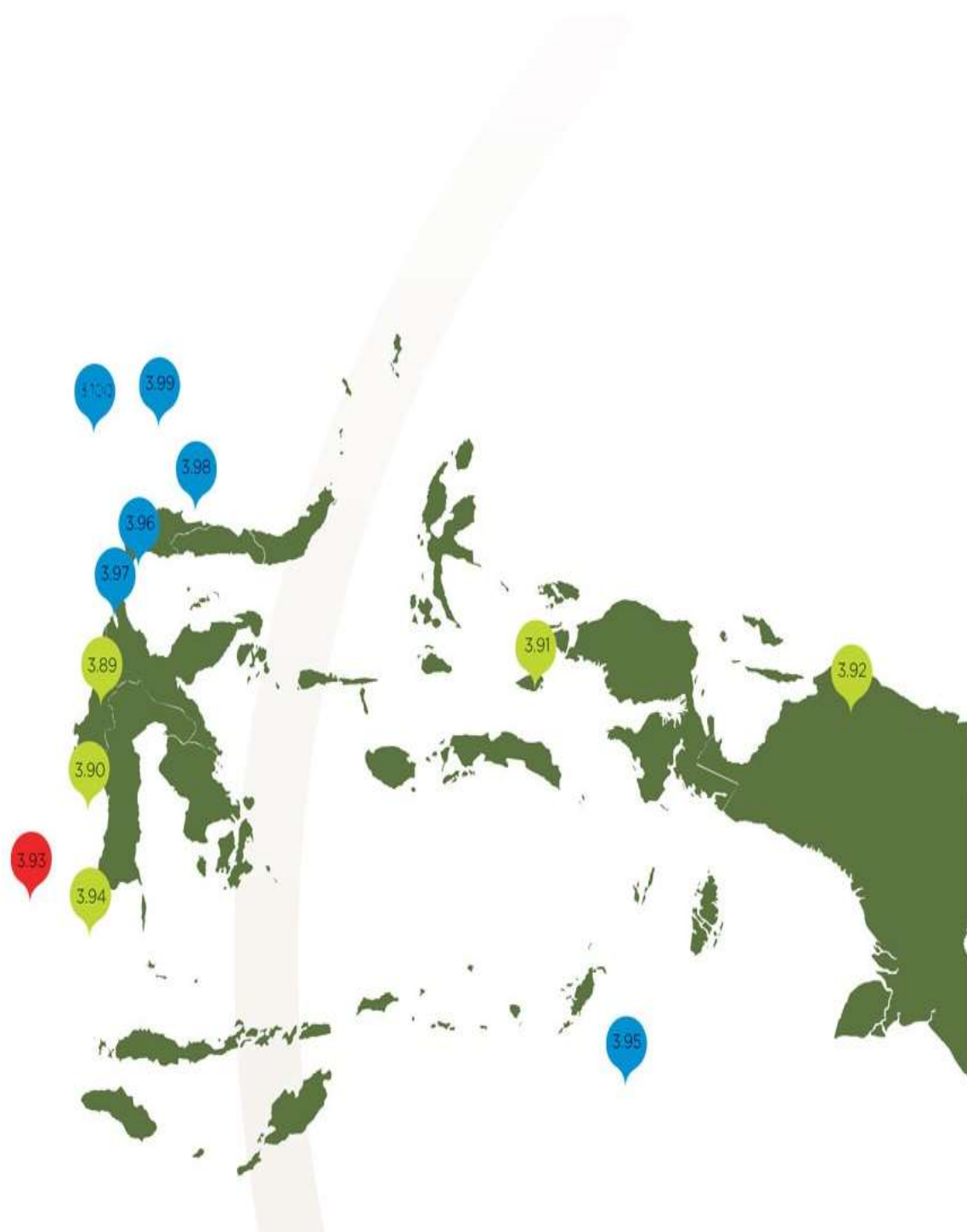
Keterangan Warna Legenda WK

 WK Eksplorasi
 WK GMB Eksplorasi
 WK Eksploitasi
 WK Proses Terminasi

3.45 North Ganai, NIKO, STATOIL, ENI & GDF PSC, 21-11-2011, Off.Eks(I3-4)	3.67 SE. Ganai I, NIKO PSC, 13-11-2008, Off.Eks(E3)
3.46 N Makasar St, BARUNA & NIKO XIV PSC, 30-11-2009, Ons/Off.Eks(E3)	3.68 SE. Mahakam, TOTAL PSC, 21-03-2007, Off.Eks(E3)
3.47 Northern Papua, SARMI PAPUA PSC, 05-05-2009, Ons/Off.Eks(I3)	3.69 SE. Sangatta, SALAMANDER PSC, 13-11-2008, Off.Eks(E-2)
3.48 Nunukan, ANADARKO PSC, 12-12-2004, Off.Eks(E2)	3.70 SE. Seram, NIKO PSC, 19-12-2011, Off.Eks(H4)
3.49 Obi, NIKO-STAT OIL & ZIMOREX PSC, 21-11-2011, Off.Eks(I3-4)	3.71 South Mandar, PTTEP PSC, 18-05-2010, Eks(E3)
3.50 Ofs. Timor Sea I, HESS PSC, 19-12-2011, Off.Eks(I3-4)	3.72 South Matindok, BLACK GOLD PSC, 13-11-2008, Off.Eks(F3)
3.51 Rapak, CHEVRON PSC, 04-12-1997, Off.Ept(E2-3)	3.73 South Sageri, TALISMAN PSC, 18-05-2010, Eks(E3)
3.52 Rombebai, AED ROMBEBAI PSC, 16-11-1998, Ons/Off.Eks(I3)	3.74 South Sesulu, HESS PSC, 05-05-2009, Off.Eks(E3)
3.53 Sadang, TALISMAN PSC, 18-05-2010, Eks(E3)	3.75 SW Bird's Head, TOTAL E&P PSC, 01-08-2011, Ons.Eks(H3)
3.54 Sageri, TALISMAN PSC, 21-03-2007, Off.Eks(E3)	3.76 Sula I, BRILLIANCE ENERGY PSC, 30-11-2009, Off.Eks(F3)
3.55 Salawati, JOB PETROCHINA JOB, 23-04-1990, Ons/Off.Ept(H3)	3.77 Surumana, EXXON PSC, 18-02-1981, Off.Eks(E3)
3.56 Sareba, LUNDIN B.V PSC, 24-02-1998, Ons/Off.Eks(H3)	3.78 Tanjung Aru, KRISENERGY PSC, 19-12-2011, Off.Eks(E2)
3.57 Sebatik, STAR ENERGY PSC, 22-12-2005, Ons/Off.Eks(E2)	3.79 Tarakan, MEDCO PSC, 14-01-1982, Ons.Ept-EXT(E2)
3.58 Sebuku, PEARL OIL PSC, 17-09-1997, Off.Ept(E3)	3.80 Tarakan Offshore, MANHATTAN KI PSC, 14-10-2003, Off.Ept(E2)
3.59 Semai II, MURPHY SEMAI PSC, 13-11-2008, Off.Eks(H3)	3.81 Talen, TOTAL PSC, 09-10-2012, Ons.Eks(H3)
3.60 Semai III, SUMA SARANA PSC, 13-11-2008, Off.Eks(H3)	3.82 Tengah, TOTAL JOA, 05-10-1988, Off.Ept(E3)
3.61 Semai IV, MURPHY PSC, 21-11-2011, Off.Eks(H3)	3.83 Udan Emas, KRIS ENERGY PSC, 25-05-2012, Ons.Eks(H3)
3.62 Semai V, HESS PSC, 13-11-2008, Off.Eks(H3)	3.84 Warim, COPI PSC, 26-05-1987, Ons.Eks(I3)
3.63 Sengkang, ENERGY EQUITY PSC-EXT, 24-10-2000, Ons.Ept-EXT(F3)	3.85 West Aru I, BP PSC, 19-12-2011, Ons.Eks(H3)
3.64 Senoro-Toili (Tomori), JOB MEDCO JOB, 04-12-1997, Ons/Off.Ept(F3)	3.86 West Aru II, BP PSC, 19-12-2011, Ons.Eks(H3)
3.65 Seram, BLACK GOLD PSC, 13-11-2008, Off.Eks(H3)	3.87 West Papua I, CHEVRON PSC, 13-11-2008, Off.Eks(H3)
3.66 Seram Non Bula, CITIC PSC-EXT, 01-11-1999, Off.Ept-EXT(GH3)	3.88 West Papua III, CHEVRON PSC, 13-11-2008, Off.Eks(H3)

Source: [SKK Migas Annual Report 2013](#)

WILAYAH III



Source: [SKK Migas Annual Report 2013](#)

3.89	W Papua IV, NIKO XV PSC, 30-11-2009, Off.Eks(H3)	3.95	Amborip VI, COPI PSC, 22-09-2006, Off.Eks(I4)
3.90	West Sageri, NIKO PSC, 13-11-2008, Off.Eks(E3)	3.96	E. Ambalat, CHEVRON PSC, 12-12-2004, Off.Eks(E2)
3.91	West Salawati, MONTD'OR OIL JOB, 30-12-2003, Ons/Off.Eks(H3)	3.97	Papalang, ANADARKO PSC, 07-12-2001, Off.Eks(E2)
3.92	West Timor, ENI PSC, 27-05-2008, Ons/Off.Eks(F4-5)	3.98	Pasangkayu, MIPIL PSC, 22-09-2006, Ons.Eks(E3)
3.93	Wiriagar, BP PSC, 27-02-1993, Ons.Ept-EXT(H3)	3.99	Popodi, ANADARKO PSC, 07-12-2001, Off.Eks(E2)
3.94	Wokam II, MURPHY PSC, 17-12-2010, Ons.Eks(H3)	3.100	Popodi, ANADARKO PSC, 27-05-2005, Off.Eks(H4)

3.89 - 3.100

Legenda WK

1.01	Air Komeriing, CAHAYA BR PSC, 12-12-2004, Ons.Eks(B-3)
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Keterangan cara baca legenda

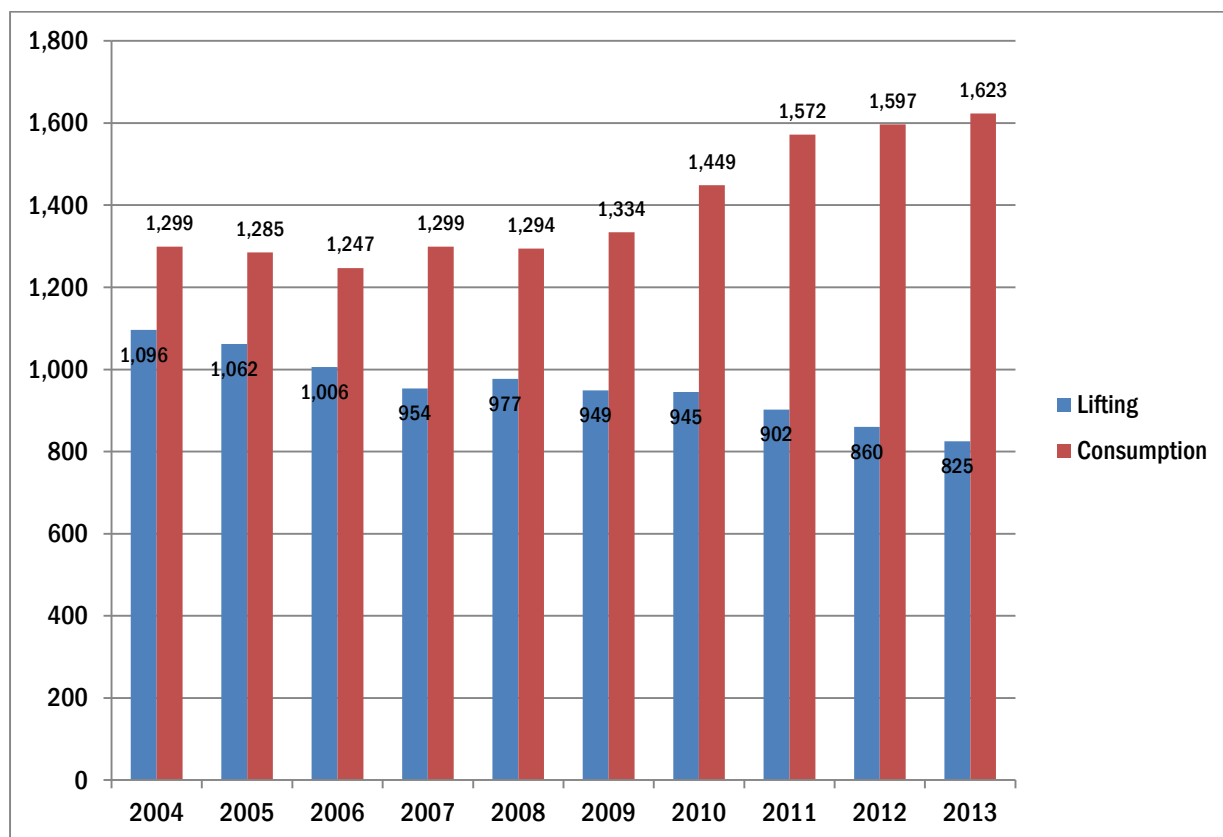
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Air Komeriing	: Wilayah kerja
CAHAYA BR	: OPERATOR
PSC	: Jenis Kontrak
12-12-2004	: Tanggal Efektif Kontrak
Ons.	: Lokasi Ons/Off
Eks.	: Status
B-3	: Lokasi WK (pada kolom B, baris ke 3)

Keterangan Warna Legenda WK

	WK Eksplorasi
	WK GMB Eksplorasi
	WK Eksploitasi
	WK Proses Terminasi

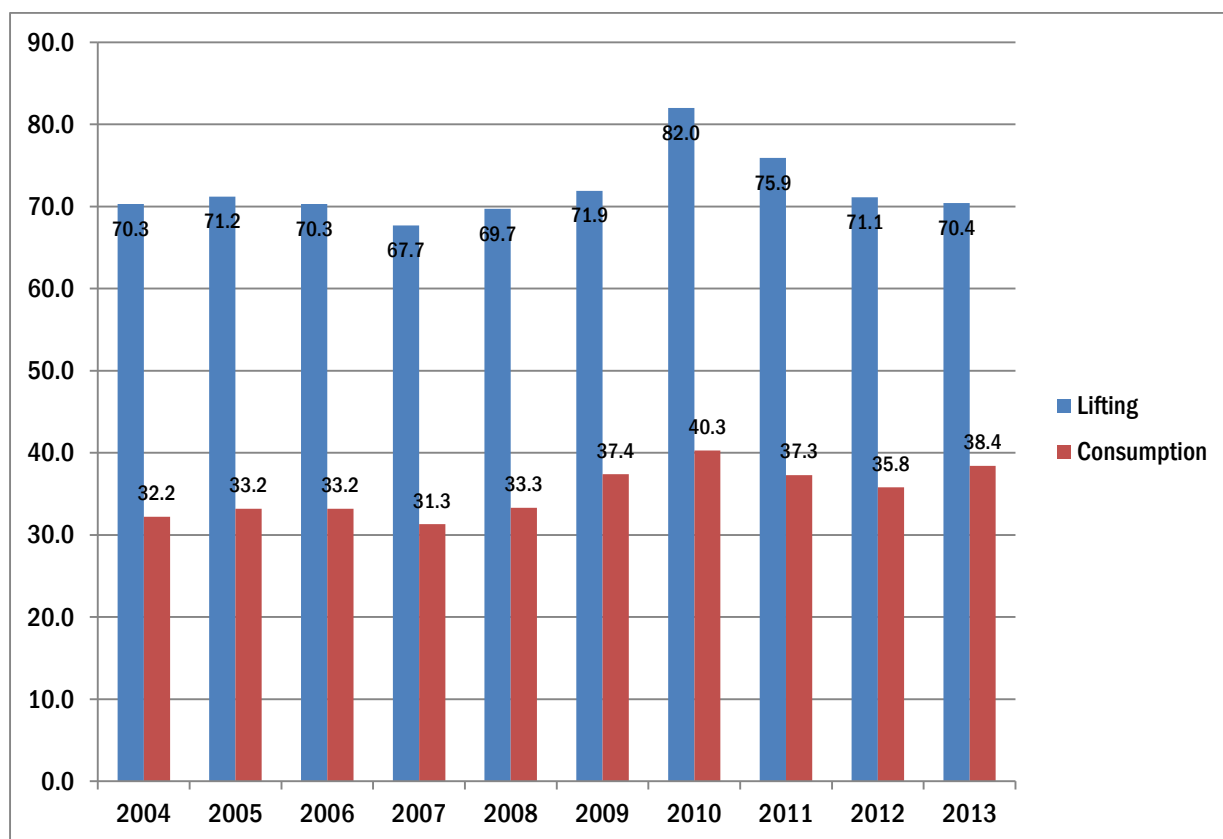
Source: [SKK Migas Annual Report 2013](#)

ANNEX 10.A COMPARISON BETWEEN OIL PRODUCTION AND CONSUMPTION VOLUME TREND (IN THOUSANDS OF BARRELS OF OIL)



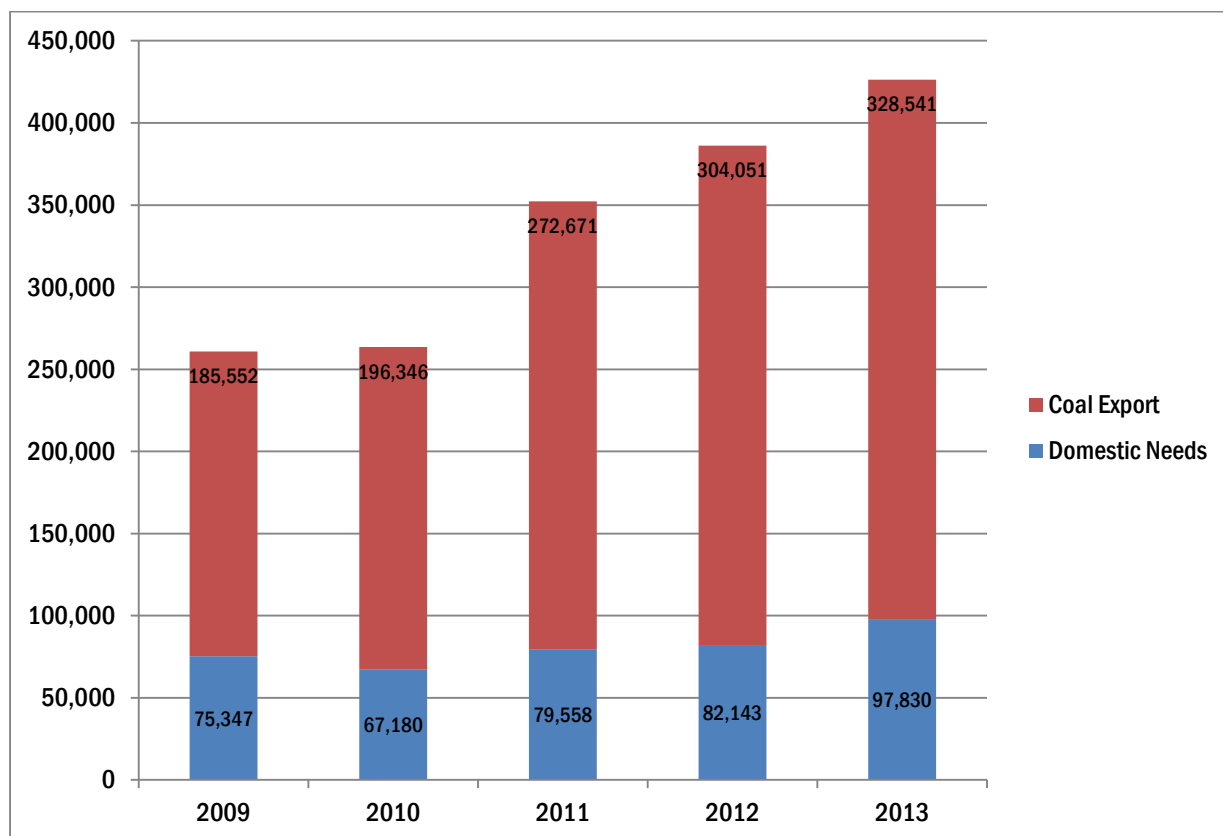
In thousands of Barrels of Oil (Source: Indonesia-Investment)

ANNEX 10.B COMPARISON BETWEEN GAS PRODUCTION AND CONSUMPTION VOLUME TREND (IN BILLION CUBIC METERS)



In Billion Cubic Meters (Source: Indonesia-Investment)

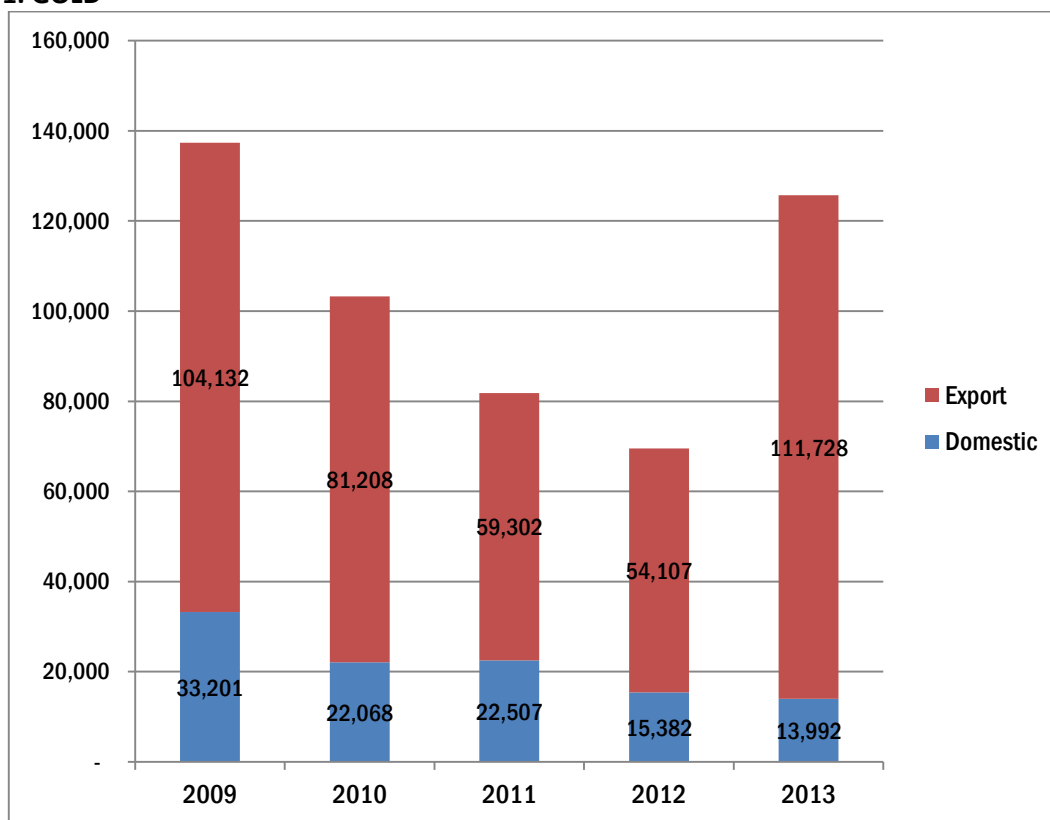
ANNEX 11.A COMPARISON BETWEEN COAL EXPORTS AND DOMESTIC NEEDS VOLUME (IN THOUSANDS OF TONS)



In thousands of tons (Source: MEMR)

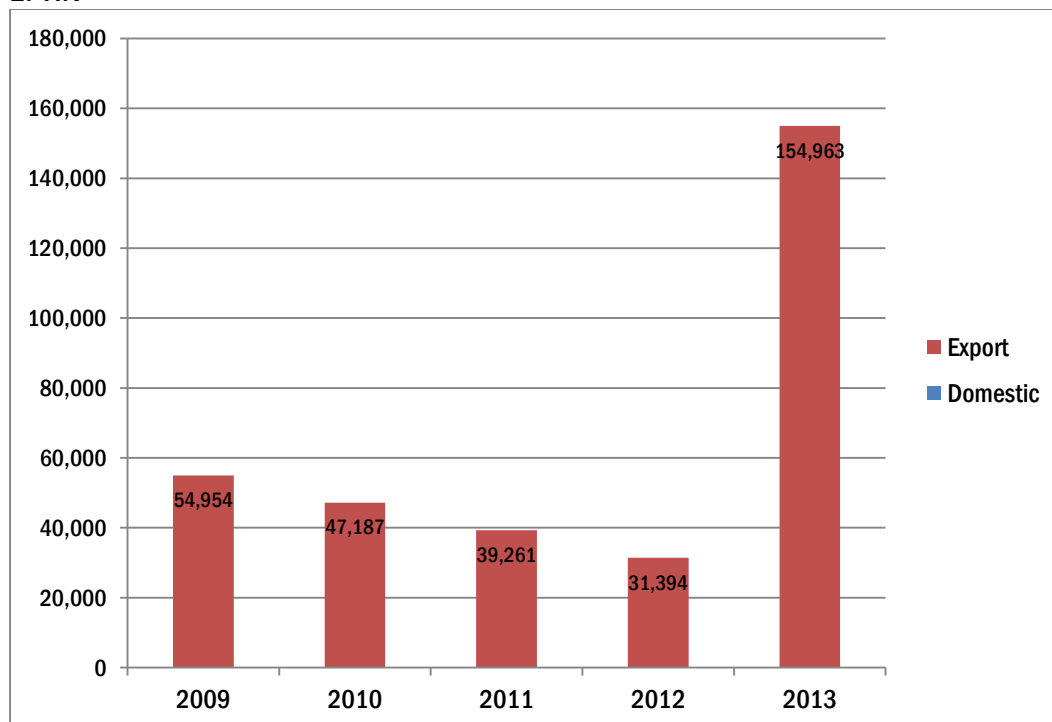
ANNEX 11.B COMPARISON BETWEEN MINERAL EXPORTS AND DOMESTIC NEEDS VOLUME (IN THOUSANDS OF TONS)

1. GOLD



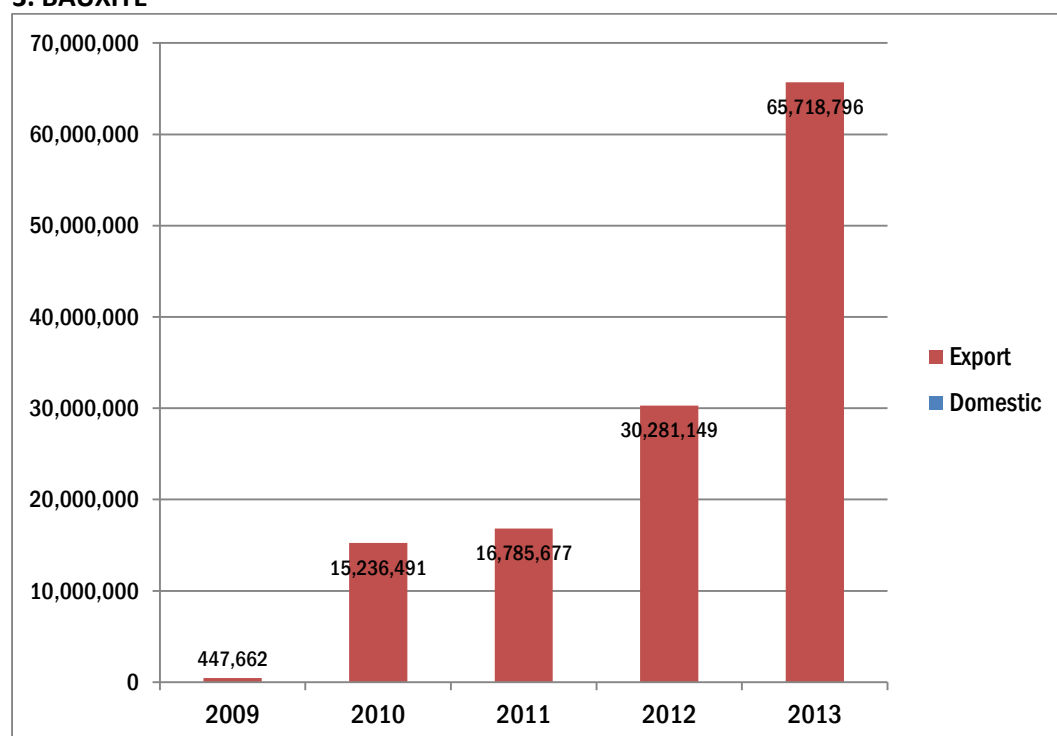
Comparison of Gold Exports and Domestic Needs Volume (In Kgs) (Source: MEMR)

2. TIN



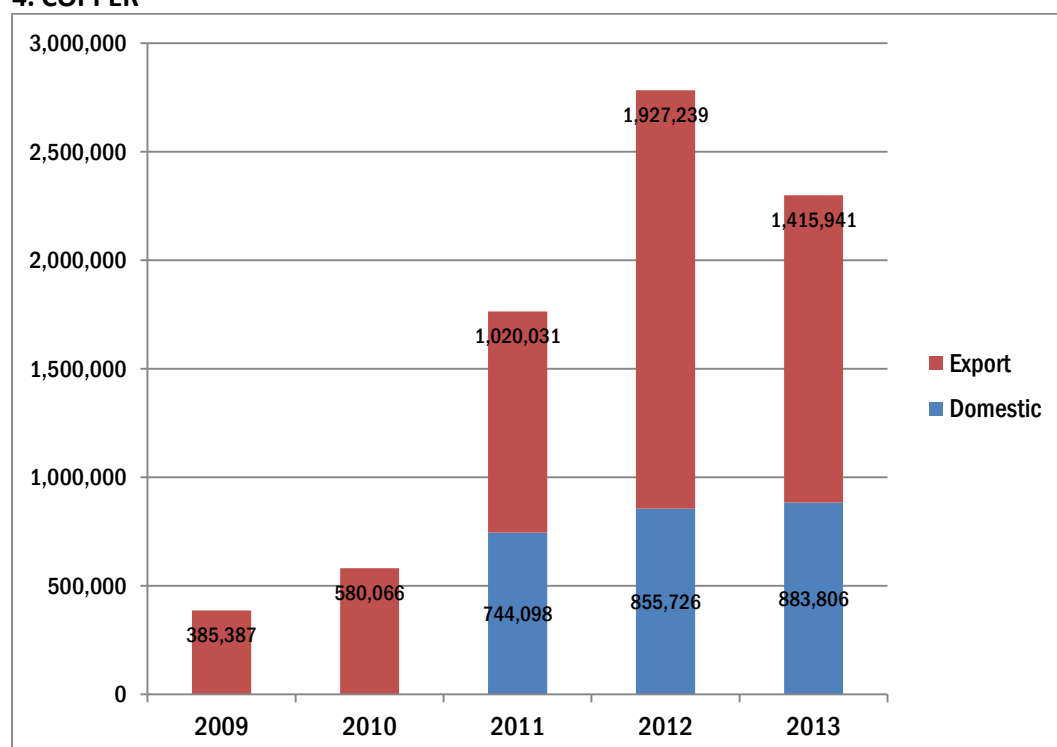
Comparison of Tin Metal Exports and Domestic Needs Volume (In Tons) (Source: MEMR)

3. BAUXITE



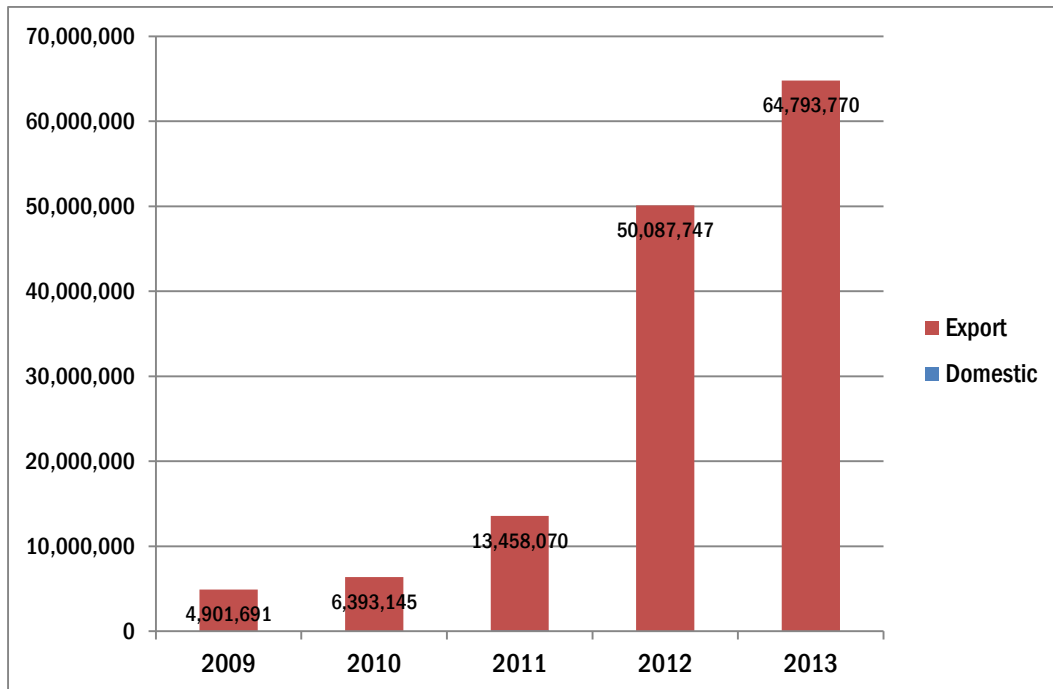
Comparison of Bauxite Exports and Domestic Needs Volume (In Tons) (Source: MEMR)

4. COPPER



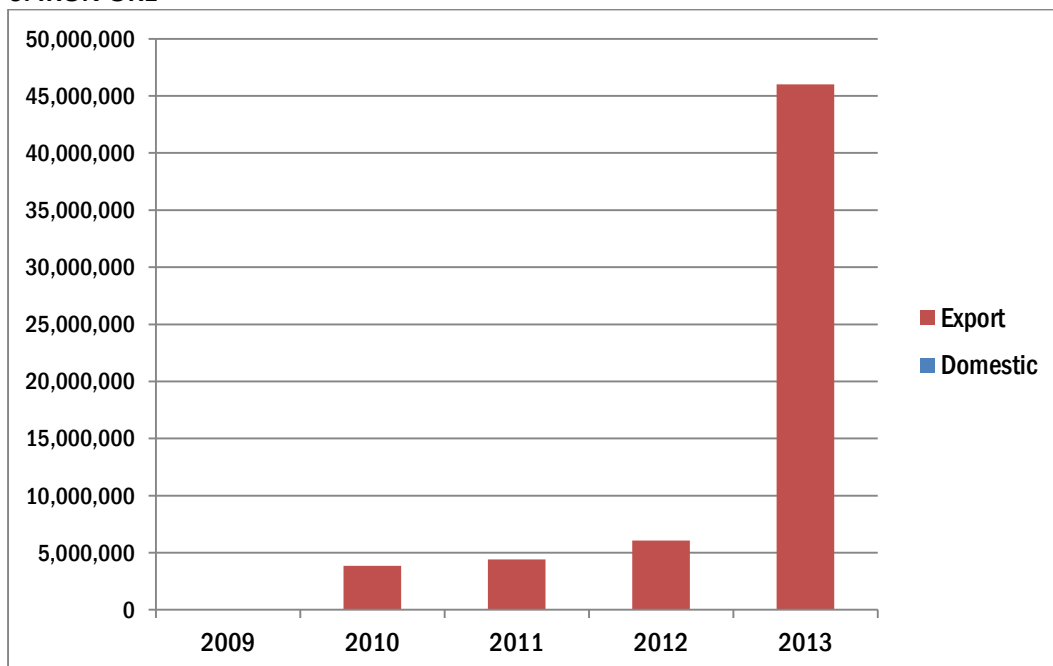
Comparison of Copper Concentrate Exports and Domestic Needs Volume (In Tons) (Source: MEMR)

5. NICKEL



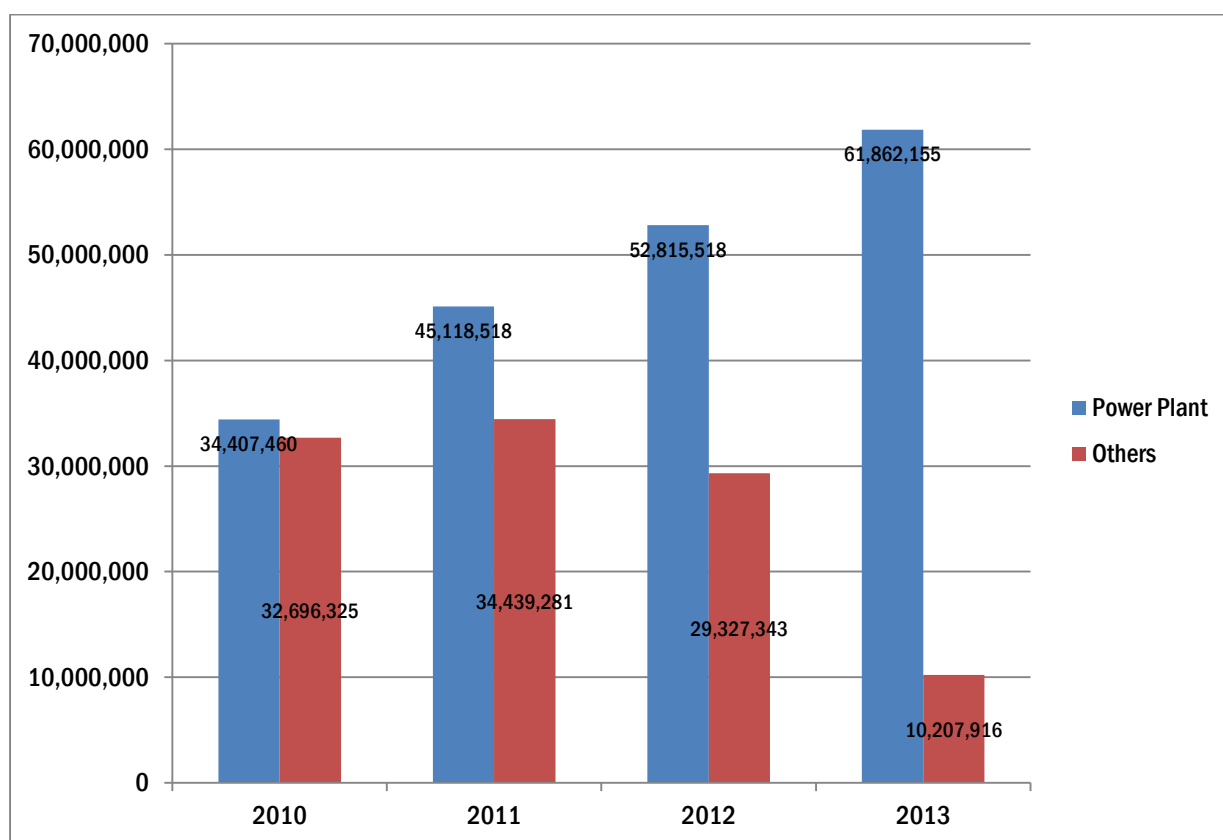
Comparison of Nickel Exports and Domestic Needs Volume (In Tons) (Source: MEMR)

6. IRON ORE



Comparison of Iron Ore Exports and Domestic Needs Volume (In Tons) (Source: MEMR)

**ANNEX 12 DOMESTIC COAL USAGES IN FOUR YEAR PERIOD FROM 2010 TO 2013
(IN TONS)**



In Tons (Source: MEMR)

ANNEX 13. MAP OF OIL AND GAS DEVELOPMENT STAGE AREA

Banyu Urip (East Java),



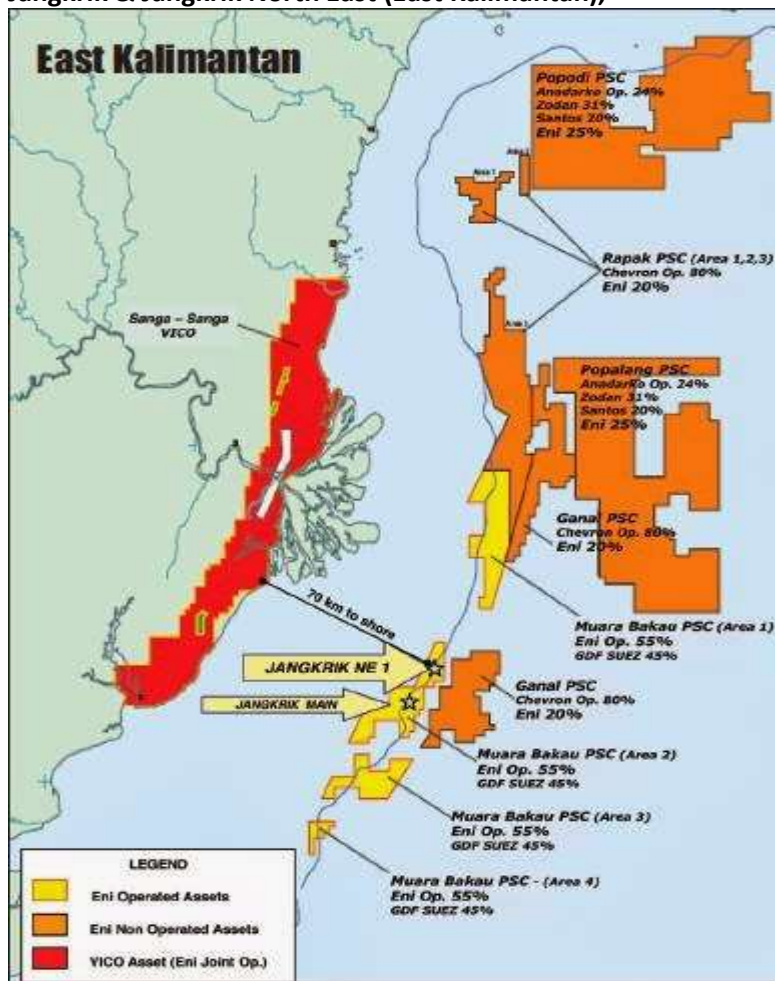
Source: [Exxonmobil Financial and Operating Review 2012](#)

Abadi (Maluku)



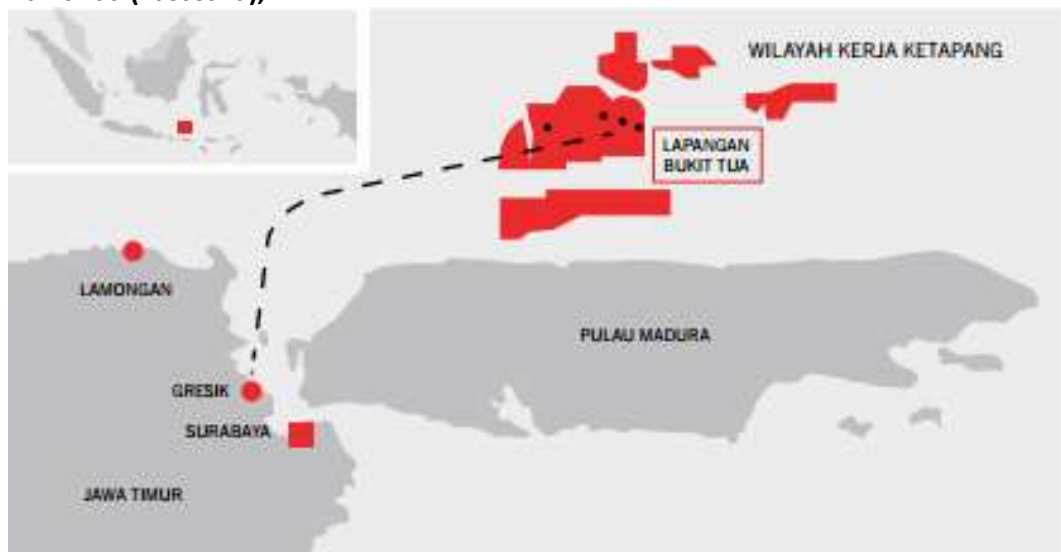
Source: [SKK Migas Annual Report 2012](#)

Jangkrik & Jangkrik North East (East Kalimantan),



Source: www.indopetronews.com

Bukit Tua (East Java),



Source: [SKK Migas Annual Report 2012](#)

Ande Ande Lumut (Riau Islands)



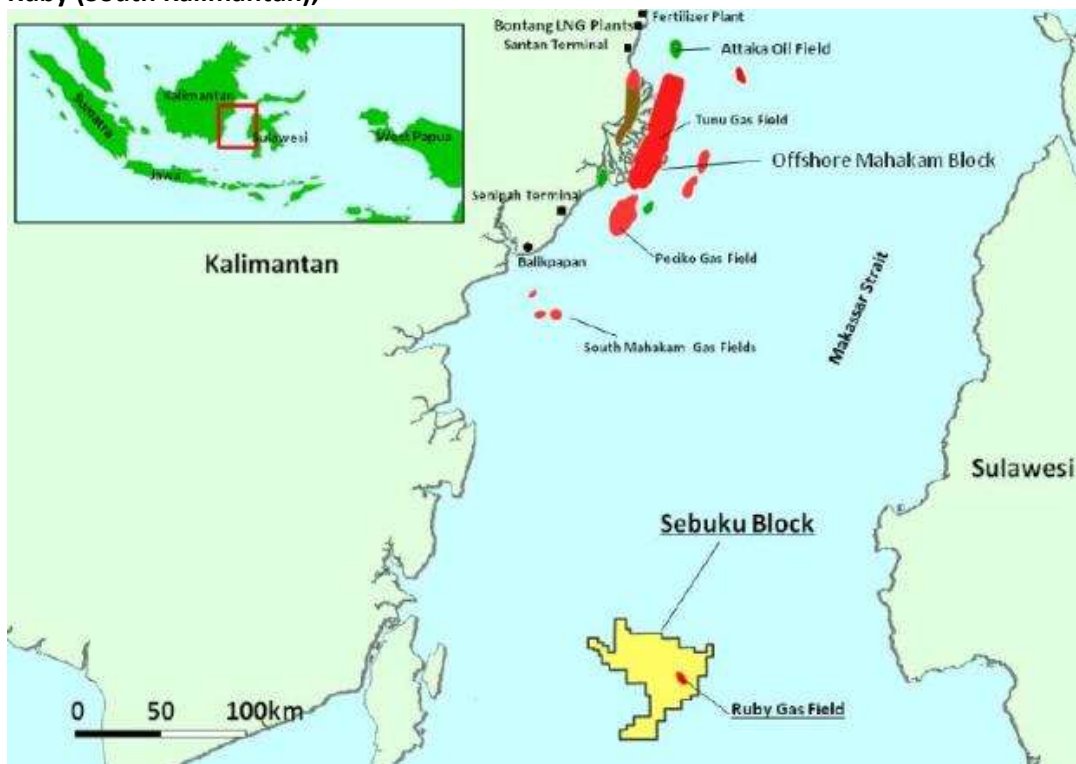
Source: www.energy-pedia.com

Kepodang (Central Java),



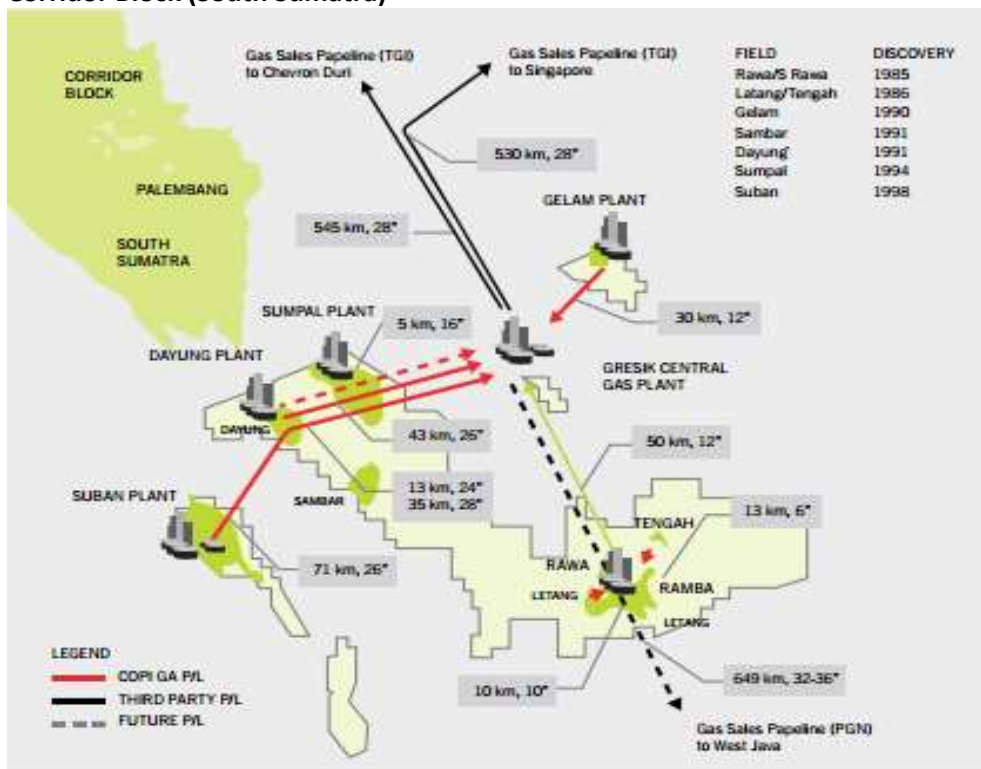
Source: [SKK Migas Annual Report 2012](#)

Ruby (South Kalimantan),



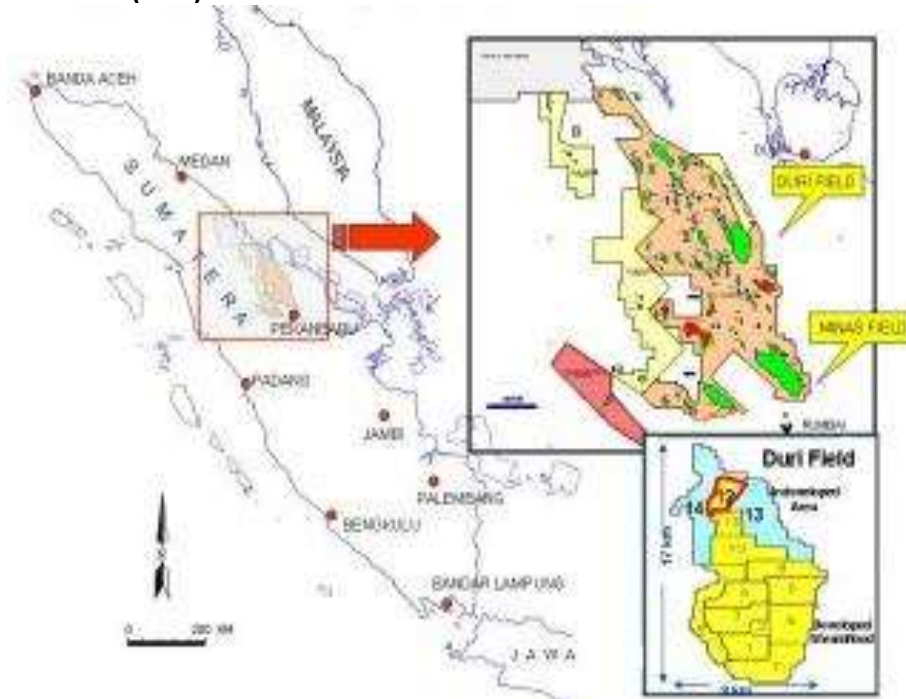
Source: www.offshoreenergytoday.com

Corridor Block (South Sumatra)



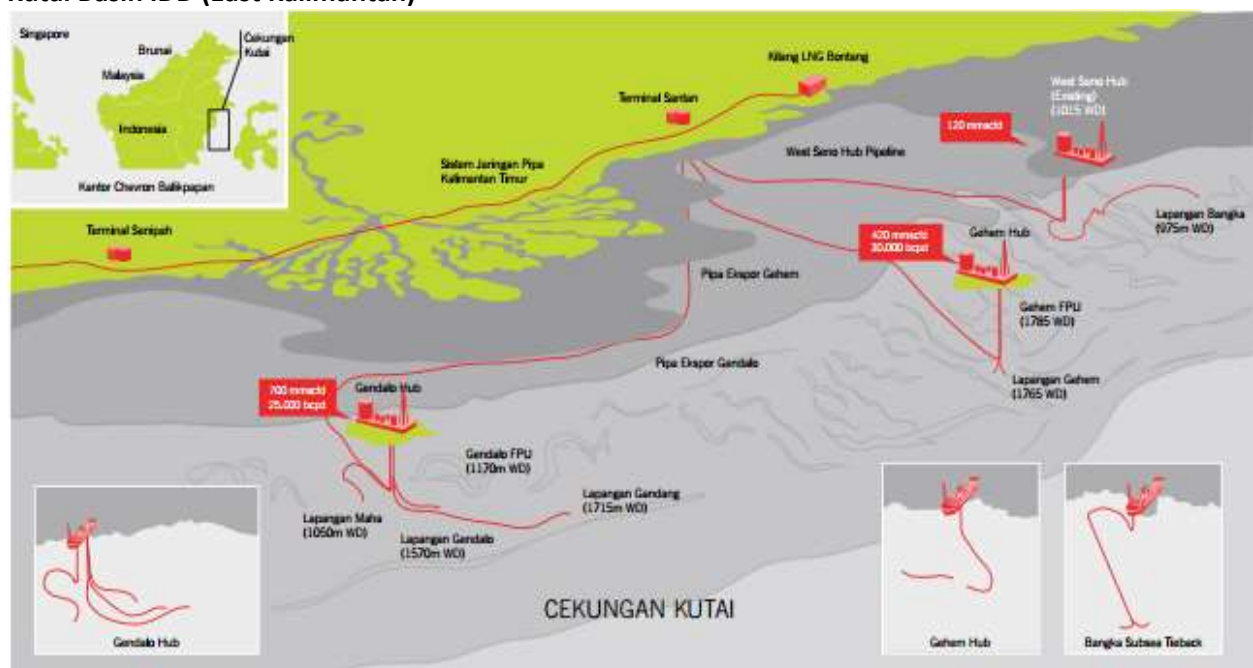
Source: [SKK Migas Annual Report 2012](#)

NDD area (Riau)



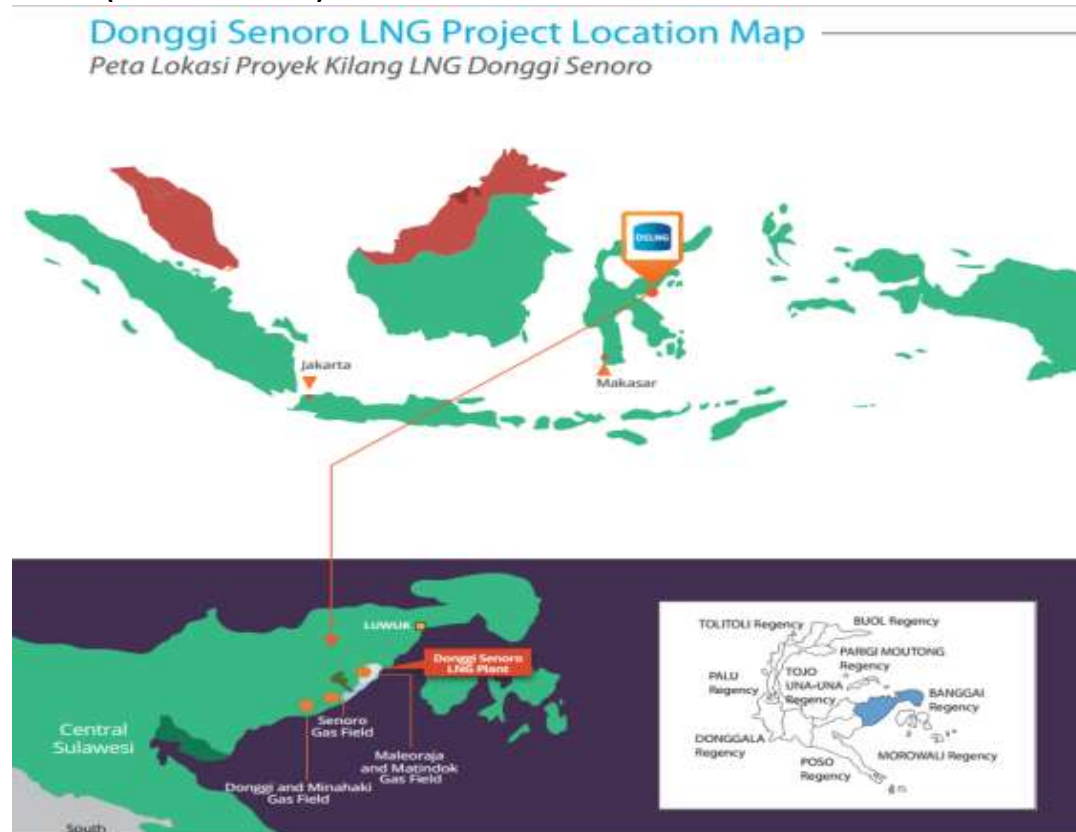
Source: [MEMR website](#)

Kutai Basin IDD (East Kalimantan)



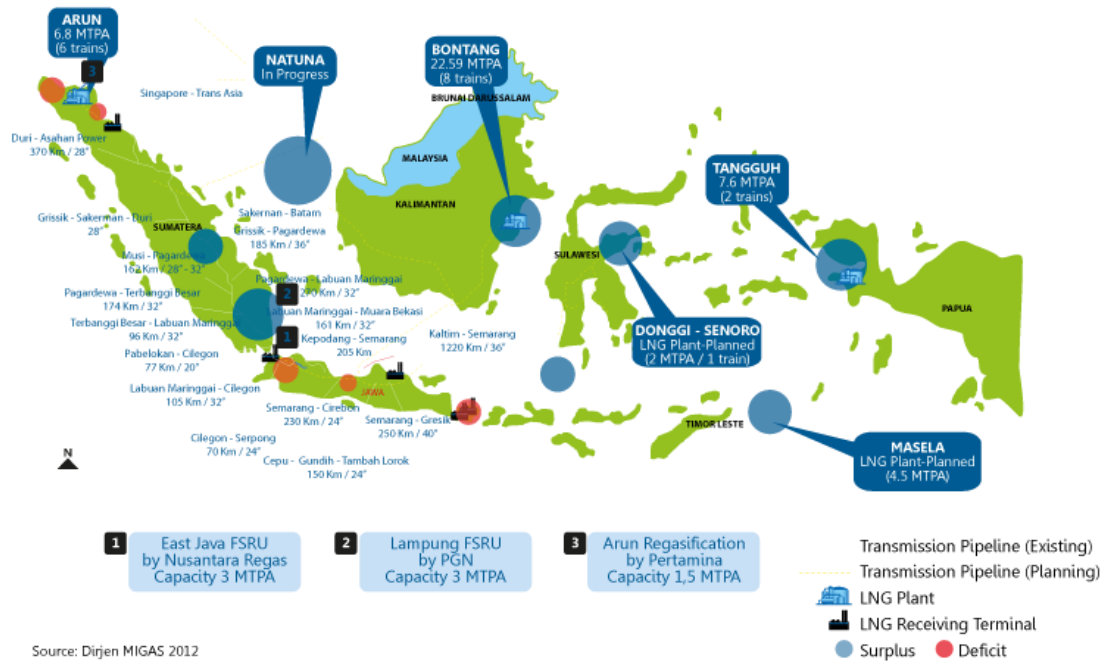
Source: [SKK Migas Annual Report 2012](#)

Senoro (Central Sulawesi)



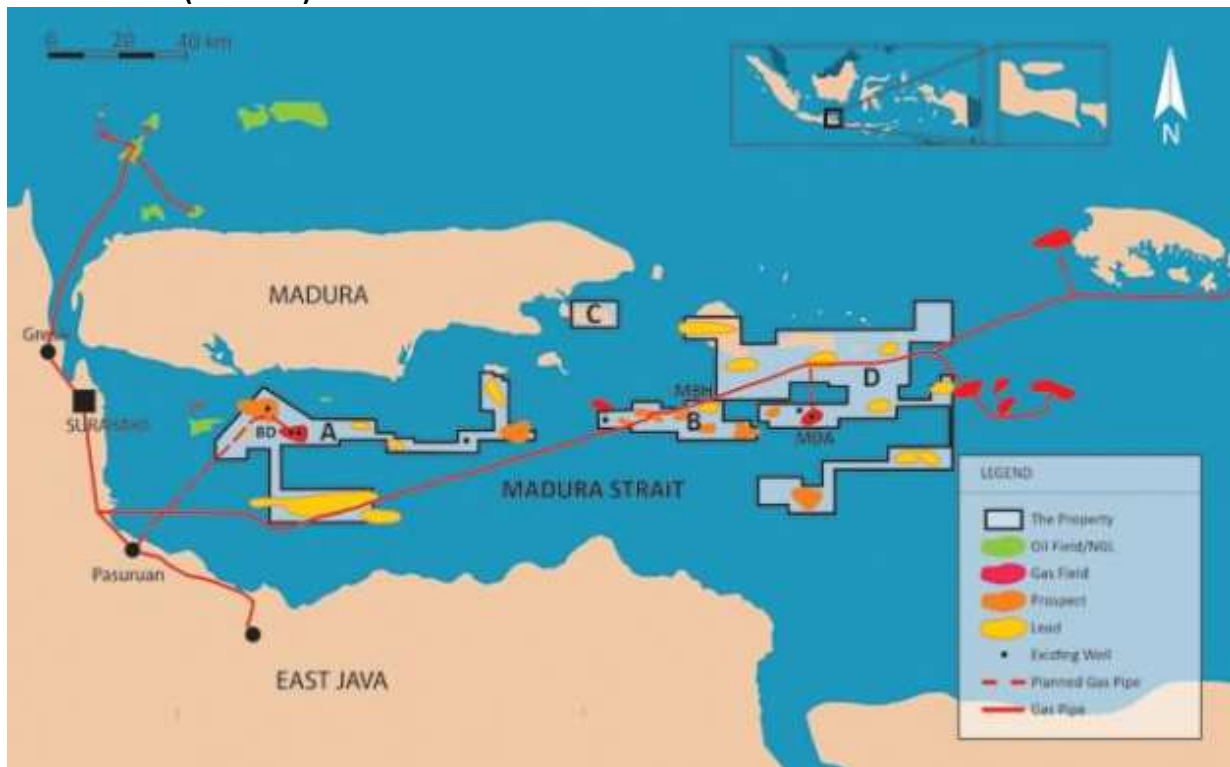
Source: Company profile [PT Donggi-Senoro LNG](#)

Tangguh (West Papua)



Source: [energynusantara](http://energynusantara.com)

Madura Strait (East Java)



Integrated POD Gresik (Central Java)



Source: [SKK Migas Annual Report 2013](#)