

## **ANNEX B: Greater Sunrise Special Regime**

### **Article 1: Objective of the Greater Sunrise Special Regime**

The objective of the Greater Sunrise Special Regime is the joint development, exploitation and management of Petroleum in the Greater Sunrise Fields for the benefit of both Parties.

### **Article 2: Title to Petroleum and Revenue Sharing**

1. Timor-Leste and Australia shall have title to all Petroleum produced in the Greater Sunrise Fields.
2. The Parties shall share upstream revenue, meaning revenue derived directly from the upstream exploitation of Petroleum produced in the Greater Sunrise Fields:
  - (a) in the ratio of 70 per cent to Timor-Leste and 30 per cent to Australia in the event that the Greater Sunrise Fields are developed by means of a Pipeline to Timor-Leste; or
  - (b) in the ratio of 80 per cent to Timor-Leste and 20 per cent to Australia in the event that the Greater Sunrise Fields are developed by means of a Pipeline to Australia.
3. For the purposes of this Annex, upstream revenue is limited to first tranche petroleum, profit petroleum and taxation in accordance with Article 3 of this Annex.

### **Article 3: Taxation**

1. Subject to paragraph 3 of this Article, upstream revenue includes taxation by the Parties as applicable in accordance with their respective laws. The Parties shall provide each other with a list of the applicable taxes.
2. The application of the Parties' taxation law shall be specified in the fiscal regime as agreed between the Parties and the Greater Sunrise Contractor, in accordance with obligations under Article 22 of the Timor Sea Treaty and Article 27 of the International Unitisation Agreement.
3. Taxation under paragraph 1 of this Article shall only apply in respect of Petroleum Activities and Special Regime Installations prior to the Valuation Point.
4. Timor-Leste taxation law shall apply to all other activities related to the development and exploitation of Petroleum in the Special Regime Area, unless otherwise provided for by the terms of this Treaty.

### **Article 4: Greater Sunrise Production Sharing Contract**

As soon as practicable, the Designated Authority shall enter into the Greater Sunrise Production Sharing Contract under conditions equivalent to those in Production Sharing Contracts JPDA 03-19 and JPDA 03-20, and to the legal rights held under Retention Leases NT/RL2 and NT/RL4 in accordance with Article 22 of the Timor Sea Treaty and Article 27 of the International Unitisation Agreement.

### **Article 5: Regulatory Bodies**

The Parties hereby establish a two-tiered regulatory structure for the regulation and administration of the Greater Sunrise Special Regime, consisting of a Designated Authority and a Governance Board.

## Article 6: Designated Authority

1. The Designated Authority shall be responsible for carrying out the day-to-day regulation and management of Petroleum Activities in the Special Regime Area. In doing so, the Designated Authority acts on behalf of Timor-Leste and Australia and reports to the Governance Board.
2. The Designated Authority shall:
  - (a) be the Timor-Leste statutory authority as determined by the member of the Government of Timor-Leste responsible for the petroleum sector to act as the Designated Authority;
  - (b) regulate the Special Regime Area according to Good Oilfield Practice;
  - (c) be financed from fees collected under the applicable Petroleum Mining Code and the Greater Sunrise Production Sharing Contract; and
  - (d) subject to Articles 7 and 8 of this Annex, exercise its powers and functions, as set out in this Article, without interference by any other entity and in accordance with this Treaty.
3. The Designated Authority shall have the following powers and functions:
  - (a) day-to-day regulation and management of Petroleum Activities in the Special Regime Area in accordance with this Treaty and its functions as outlined in the applicable Petroleum Mining Code and any regulations thereunder, except with respect to Strategic Issues;
  - (b) three times a year, meeting with and reporting to the Governance Board on:
    - (i) the exercise of its powers and functions, in accordance with the applicable regulatory framework;
    - (ii) progress on the preparation of the Development Plan and, once approved, progress against the Development Plan and schedule;
    - (iii) production and revenue data from the Greater Sunrise Fields;
    - (iv) updates on issues referred to the Dispute Resolution Committee, if any;
    - (v) the Greater Sunrise Contractor's compliance with regulatory standards, including its local content obligations as set out in this Treaty, the Development Plan and the Greater Sunrise Production Sharing Contract; and
    - (vi) safety, environmental and well-integrity management;
  - (c) pursuant to Article 9 of this Annex, powers and functions with respect to the Development Plan;
  - (d) entering into the Greater Sunrise Production Sharing Contract, subject to the approval of the Governance Board, in accordance with Articles 4 and 7(3)(b) of this Annex;
  - (e) supervising, managing and agreeing on non-material amendments to the Greater Sunrise Production Sharing Contract;
  - (f) agreeing material amendments to the Greater Sunrise Production Sharing Contract as defined in that Contract or terminating the Greater Sunrise Production Sharing Contract, subject to approval of the Governance Board in accordance with Article 7(3)(b) of this Annex;

- (g) approving assignments, production plans, lifting agreements and other technical documents and agreements relating to the Greater Sunrise Production Sharing Contract;
- (h) reporting annual income and expenditure, as these relate to the Special Regime Area, to the Governance Board;
- (i) accessing, consolidating and disseminating, on an annual basis, all information pertaining to the Greater Sunrise Fields' reserves based on information provided by the Greater Sunrise Contractor or as otherwise audited by the Designated Authority;
- (j) collecting revenues received from Petroleum Activities and Special Regime Installations prior to the Valuation Point on behalf of both Parties and distribution thereof;
- (k) auditing and inspecting the Greater Sunrise Contractor's books and accounts;
- (l) inspecting Special Regime Installations in the Special Regime Area;
- (m) ensuring compliance by the Greater Sunrise Contractor with its local content obligations in accordance with this Treaty, the Development Plan and the Greater Sunrise Production Sharing Contract, including by giving directions and instructions as necessary;
- (n) issuing regulations to protect the marine environment in the Special Regime Area and monitoring compliance with them, ensuring there is a contingency plan for combatting pollution from Petroleum Activities in the Special Regime Area, and investigating safety and environmental incidents in the Special Regime Area;
- (o) issuing regulations and developing and adopting standards and procedures on occupational health and safety for persons employed on Special Regime Installations that are no less effective than those standards and procedures that would apply to persons employed on similar structures in Timor-Leste and Australia;
- (p) requesting assistance from the appropriate authorities for search and rescue operations, security threats, air traffic services, anti-pollution prevention measures, and safety and environmental incidents, or the activation of emergency procedures, in accordance with international law;
- (q) establishing safety zones to ensure the safety of navigation and Special Regime Installations, in accordance with the Convention;
- (r) controlling movements into, within and out of the Special Regime Area of vessels, aircraft, structures, and other equipment employed in exploration for and exploitation of the Greater Sunrise Fields, consistent with Articles 17, 18 and 19 of this Annex;
- (s) pursuant to Article 21 of this Annex, powers and functions with respect to the decommissioning plan, including entry into and oversight of financial arrangements for the decommissioning plan;
- (t) oversight of the abandonment and decommissioning phase of the Greater Sunrise Fields;
- (u) authorising the construction, operation and use of Special Regime Installations, subject to the provisions in this Annex; and
- (v) any other powers or functions in respect of the Special Regime Area, including regulatory powers, conferred upon it by the Governance Board.

4. The Designated Authority shall refer all Strategic Issues as defined in Article 7(3) of this Annex to the Governance Board and, in the event of a dispute between the Designated Authority and the Greater Sunrise Contractor as to whether an issue is a Strategic Issue, either the Designated Authority or the Greater Sunrise Contractor may refer that issue to the Governance Board.
5. Within 14 days of a Strategic Issue being referred to the Governance Board, the Designated Authority and the Greater Sunrise Contractor may provide any relevant information concerning the issue and the Designated Authority may provide any recommendations on the issue.

#### **Article 7: Governance Board**

1. The Governance Board shall be comprised of two representatives appointed by Timor-Leste and one representative appointed by Australia. The representatives on the Governance Board shall not have any direct financial or other commercial interest in the operation of the Greater Sunrise Special Regime that would create any reasonable perception of, or actual, conflict of interest, and they shall disclose details of any material personal interest in connection with their position on the Governance Board.
2. The Governance Board shall have the following powers and functions:
  - (a) providing strategic oversight over the Greater Sunrise Special Regime;
  - (b) establishing and overseeing an assurance and audit framework for revenue verification and offshore petroleum regulation and administration. This shall include:
    - (i) issuing an annual 'Statement of Expectation' to frame the operation and management of the Greater Sunrise Special Regime to guide the work of the Designated Authority;
    - (ii) reporting requirements of the Designated Authority in accordance with Article 6(3)(b) of this Annex; and
    - (iii) engaging an independent qualified firm to conduct an annual audit in accordance with international auditing standards so as to provide a high level of assurance over the completeness and accuracy of revenues payable from Petroleum Activities in the Special Regime Area including monthly reporting, incorporating an explanation for variances between forecast and actual revenue;
  - (c) making decisions on Strategic Issues referred to it under Article 6(4) of this Annex, in accordance with paragraphs 5 and 6 of this Article;
  - (d) approving amendments to the Interim Petroleum Mining Code and any regulations thereunder;
  - (e) approving the final Petroleum Mining Code and any regulations thereunder, and any amendments thereto;
  - (f) other than as necessary for Strategic Issues, meet three times a year with the Designated Authority and receive reports under Article 6(3)(b) of this Annex; and
  - (g) conferring any additional powers and functions on the Designated Authority.
3. Subject to paragraph 4 of this Article, the following is an exhaustive list of Strategic Issues:

- (a) assessment and approval of a Development Plan pursuant to Article 9(2) of this Annex and any material change to a Development Plan as defined in that Development Plan, pursuant to Article 9(4) of this Annex;
  - (b) approval of the decision by the Designated Authority to enter into or terminate the Greater Sunrise Production Sharing Contract, or propose any material changes to that Contract as defined in that Contract;
  - (c) approval of, and any material change to, a decommissioning plan, in accordance with Article 21 of this Annex; and
  - (d) approval of the construction and operation of a Pipeline.
4. The Governance Board may add additional Strategic Issues to those listed in paragraph 3 of this Article.
  5. In making a decision on a Strategic Issue, the Governance Board shall give due consideration to all recommendations and relevant information provided by the Designated Authority and relevant information provided by the Greater Sunrise Contractor.
  6. All decisions of the Governance Board shall be made by Consensus, within 30 days or such other period as may be agreed with both the Designated Authority and the Greater Sunrise Contractor, and be final and binding on the Designated Authority and the Greater Sunrise Contractor. For the purposes of this Treaty "Consensus" means the absence of formal objection to a proposed decision.
  7. If the Governance Board has exhausted every effort to reach Consensus on a Strategic Issue, either the Designated Authority or the Greater Sunrise Contractor may refer that issue to the Dispute Resolution Committee for resolution. Nothing in this paragraph limits the Governance Board's own right to refer any Strategic Issue to the Dispute Resolution Committee.

#### **Article 8: Dispute Resolution Committee**

1. The Dispute Resolution Committee shall:
  - (a) be an independent body with a mandate to hear any matters referred to it under Article 7(7) or Article 9(2) of this Annex or any matters as otherwise agreed by the Designated Authority and the Greater Sunrise Contractor;
  - (b) be comprised of:
    - (i) one member appointed from each of the Parties (**Party Appointees**); and
    - (ii) a third independent member, who will act as Chair, to be selected by the Party Appointees when a matter is referred to the Dispute Resolution Committee from a list of approved experts selected and maintained by Timor-Leste and Australia and refreshed every three years, and in case of disagreement, by the Secretary-General of the Permanent Court of Arbitration;
  - (c) establish its own procedures;
  - (d) make all decisions in writing and by Consensus, or where Consensus cannot be reached, by simple majority, within 60 days or as otherwise agreed with the referring party or parties;
  - (e) in making any decision, provide a reasonable opportunity for the Designated Authority and the Greater Sunrise Contractor to submit any relevant information and give due consideration to any information so provided; and

- (f) have the power to request any information from the Designated Authority and/or the Greater Sunrise Contractor which it considers reasonably necessary to make its decision.
2. Members of the Dispute Resolution Committee shall not have any direct financial or other commercial interest in the operation of the Greater Sunrise Special Regime that would create any reasonable perception of, or actual, conflict of interest, and they shall disclose details of any material personal interest in connection with their position on the Dispute Resolution Committee. Serving members of the Governance Board shall not be members of the Dispute Resolution Committee.
  3. All decisions of the Dispute Resolution Committee shall be final and binding on the Designated Authority and the Greater Sunrise Contractor.

#### **Article 9: Development Plan for the Greater Sunrise Fields**

1. Production of Petroleum from the Greater Sunrise Fields shall not commence until a Development Plan, which has been submitted by the Greater Sunrise Contractor in accordance with the Greater Sunrise Production Sharing Contract and the process provided for in this Article, has been approved in accordance with this Article.
2. The process of assessing and approving a Development Plan for the Greater Sunrise Fields is as follows:
  - (a) the Development Plan shall be assessed against the criteria listed at paragraph 3 of this Article (**Development Plan Criteria**);
  - (b) the Greater Sunrise Contractor shall submit the Development Plan to both the Governance Board and the Designated Authority;
  - (c) the Designated Authority shall consider the Development Plan and shall provide its recommendations to the Governance Board as to whether it should be approved or rejected within 180 days of receipt, if practicable. During this period, the Designated Authority may exchange views and information with the Greater Sunrise Contractor regarding the Development Plan. Any amendments agreed between the Designated Authority and the Greater Sunrise Contractor may be included in the Development Plan prior to the Designated Authority's recommendation to the Governance Board;
  - (d) the Governance Board shall consider the Development Plan, the Designated Authority's recommendation and any other information submitted by the Designated Authority;
  - (e) if the Governance Board considers that the Development Plan is both in accordance with the approved Development Concept and meets the Development Plan Criteria, the Governance Board shall approve the Development Plan within 180 days of receipt, if practicable;
  - (f) if the Governance Board does not approve the Development Plan under paragraph 2(e) of this Article, the Development Plan is rejected and the Governance Board shall specify its reasons for not approving it to the Greater Sunrise Contractor and Designated Authority. Any of these parties may, at their discretion, refer the matter to the Dispute Resolution Committee within 15 days of the Governance Board's decision;
  - (g) the Dispute Resolution Committee shall review the Development Plan, the Designated Authority's recommendation and any other information submitted pursuant to this Article. The Dispute Resolution Committee shall determine whether the Development Plan meets the Development Plan Criteria within 90 days of referral of the matter, or such other period as may be agreed with the Greater Sunrise Contractor;

- (h) if the Dispute Resolution Committee determines that the Development Plan is in accordance with the approved Development Concept and meets the Development Plan Criteria, the Dispute Resolution Committee shall approve the Development Plan;
  - (i) if the Dispute Resolution Committee determines that the Development Plan either is not in accordance with the approved Development Concept, or does not meet the Development Plan Criteria, the Dispute Resolution Committee shall reject the Development Plan, specifying its reasons for doing so; and
  - (j) the Parties shall be bound by, and give effect to, the decision of the Governance Board or, if applicable, the Dispute Resolution Committee pursuant to this Article.
3. The criteria that shall apply to the assessment of any Development Plan under paragraph 2 of this Article are as follows:
- (a) the Development Plan supports the development policy, objectives and needs of each of the Parties, while at the same time providing a fair return to the Greater Sunrise Contractor;
  - (b) the project is commercially viable;
  - (c) the Greater Sunrise Contractor is seeking to exploit the Greater Sunrise Fields to the best commercial advantage;
  - (d) the project is technically feasible;
  - (e) the Greater Sunrise Contractor has, or has access to, the financial and technical competence to carry out the development of the Greater Sunrise Fields;
  - (f) the Development Plan is consistent with Good Oilfield Practice and, in particular, documents the Greater Sunrise Contractor's quality, health, safety and environmental strategies;
  - (g) the Development Plan demonstrates clear, measurable and enforceable commitments to local content through a local content plan, in accordance with Article 14 of this Annex;
  - (h) the Greater Sunrise Contractor could reasonably be expected to carry out the Development Plan during the specified period;
  - (i) the Greater Sunrise Contractor has, as applicable, entered into binding, arms-length arrangements for the sale and/or processing of gas, including liquefied natural gas, from the Greater Sunrise Fields or has provided sufficient details of any such processing and/or sale agreements to be entered into by affiliates of the Greater Sunrise Contractor or other companies; and
  - (j) the Greater Sunrise Contractor has provided summaries of, or where applicable, the project execution plan and the petroleum production plan, including relevant engineering and cost specifications, in accordance with the applicable regulatory framework and Good Oilfield Practice.
4. The Greater Sunrise Contractor may at any time submit, and if at any time the Designated Authority so decides may be required to submit, proposals to bring up to date or otherwise amend a Development Plan. All amendments of, or additions to, any Development Plan require prior approval of the Designated Authority, which in turn requires the approval of the Governance Board.

5. The Designated Authority shall require the Greater Sunrise Contractor not to change the status or function of any Special Regime Installation in any way except in accordance with an amendment to a Development Plan in accordance with paragraph 4 of this Article.

#### **Article 10: Pipeline**

1. A Pipeline which commences within the Special Regime Area and lands in the territory of Timor-Leste shall be under the exclusive jurisdiction of Timor-Leste. A Pipeline which commences within the Special Regime Area and lands in the territory of Australia shall be under the exclusive jurisdiction of Australia. The Party exercising exclusive jurisdiction has both rights and responsibilities in relation to the Pipeline.
2. The Party exercising exclusive jurisdiction under paragraph 1 of this Article shall cooperate with the Designated Authority in relation to the Pipeline to ensure the effective management and regulation of the Special Regime Area.
3. There shall be open access to the Pipeline. The open access arrangements shall be in accordance with good international regulatory practice. If Timor-Leste has exclusive jurisdiction over the Pipeline, it shall consult with Australia over access to the Pipeline. If Australia has exclusive jurisdiction over the pipeline, it shall consult with Timor-Leste over access to the Pipeline.

#### **Article 11: Petroleum Mining Code**

1. The Interim Petroleum Mining Code, including the interim regulations, as in force at the date of entry into force of this Treaty shall govern the development and exploitation of Petroleum from within the Greater Sunrise Fields, as well as the export of such Petroleum until such a time as a final Petroleum Mining Code is approved by the Governance Board.
2. The Governance Board shall coordinate with the Designated Authority, and shall endeavour to approve and issue a final Petroleum Mining Code within six months of the entry into force of this Treaty or, if such a date is not achieved, as soon as possible thereafter.

#### **Article 12: Audit and Information Rights**

1. For the purposes of transparency, the Greater Sunrise Contractor shall include in its agreements with the operators of the downstream facilities the necessary provisions to ensure that the Designated Authority has audit and information rights from the operators of downstream facilities, and from their respective affiliates, equivalent to those audit and information rights the Designated Authority has in respect to the Greater Sunrise Production Sharing Contract. In the event of a request by the Designated Authority, the Greater Sunrise Contractor shall consult with the operators of the downstream facilities with a view to providing access to metering facilities.
2. The rights mentioned in paragraph 1 of this Article are granted to ensure that the Designated Authority is able to verify the volume and value of natural gas.



### **Article 13: Applicable Law**

Petroleum Activities in the Special Regime Area shall be governed by this Annex, the applicable Petroleum Mining Code and any regulations issued thereunder.

### **Article 14: Local Content**

1. The Greater Sunrise Contractor shall set out its local content commitments during the development, operation and decommissioning of the Greater Sunrise Fields through a local content plan to be included as part of the Development Plan and the decommissioning plan.
2. The local content plan shall contain clear, measurable, binding and enforceable local content commitments, including to:
  - (a) improve Timor-Leste's workforce and skills development and promote employment opportunities and career progression for Timor-Leste nationals through capacity-building initiatives, training of Timor-Leste nationals and a preference for the employment of Timor-Leste nationals;
  - (b) improve Timor-Leste's supplier and capability development by seeking the procurement of goods and services (including engineering, fabrication and maintenance services) from Timor-Leste in the first instance; and
  - (c) improve and promote Timor-Leste's commercial and industrial capacity through the transfer of knowledge, technology and research capability.
3. The Greater Sunrise Contractor shall ensure that any subcontracts entered into for the supply of goods and services for the Special Regime Area give effect to its local content commitments.
4. Failure by the Greater Sunrise Contractor to meet its local content commitments shall be deemed as non-compliance and subject to the mechanisms and penalties referred to in the local content plan as agreed between the Designated Authority and the Greater Sunrise Contractor.
5. The Parties shall consult with a view to ensuring that the exercise of jurisdiction by either Party under Articles 17, 18 and 19 does not hinder the implementation of local content commitments referred to in this Article.

### **Article 15: Cooperation and Coordination**

In the Special Regime Area, each Party shall, as appropriate, cooperate and coordinate with, and assist, the other Party, including in relation to:

- (a) search and rescue operations with respect to Special Regime Installations; and
- (b) surveillance activities with respect to Special Regime Installations.

### **Article 16: Exercise of Jurisdiction**

1. In exercising jointly their rights as coastal States pursuant to Article 77 of the Convention, Timor-Leste and Australia exercise jurisdiction in accordance with the Convention with respect to:
  - (a) customs and migration pursuant to Article 17 of this Annex;

- (b) quarantine pursuant to Article 18 of this Annex;
  - (c) environmental protection, management and regulation;
  - (d) marine scientific research;
  - (e) air traffic services related to Special Regime Installations;
  - (f) security and establishment of safety zones around Special Regime Installations;
  - (g) health and safety;
  - (h) management of living resources; and
  - (i) criminal jurisdiction pursuant to Article 20 of this Annex.
2. The Parties agree to consult as necessary on the cooperative exercise of the jurisdictional competencies set out in paragraph 1 of this Article.
  3. The Parties have agreed to delegate the exercise of certain jurisdictional and regulatory competencies to the Designated Authority, as specified in this Treaty.

#### **Article 17: Customs and Migration**

1. The Parties may apply their customs and migration laws to persons, equipment and goods entering their territory from, or leaving their territory for, the Special Regime Area and adopt arrangements to facilitate entry and departure.
2. Limited liability corporations or other limited liability entities shall ensure, unless otherwise authorised by Timor-Leste or Australia, that persons, equipment and goods do not enter Special Regime Installations without first entering Timor-Leste or Australia, and that their employees and the employees of their subcontractors are authorised by the Designated Authority to enter the Special Regime Area.
3. Timor-Leste and Australia may apply customs and migration controls to persons, equipment and goods entering the Special Regime Area without the authority of either country and may adopt arrangements to co-ordinate the exercise of such rights.
4. Goods and equipment shall not be subject to customs duties where they are:
  - (a) entering the Special Regime Area for purposes related to Petroleum Activities; or
  - (b) leaving or in transit through either Timor-Leste or Australia for the purpose of entering the Special Regime Area for purposes related to Petroleum Activities.
5. Goods and equipment leaving the Special Regime Area for the purpose of being permanently transferred to either Timor-Leste or Australia may be subject to customs duties of that country.

#### **Article 18: Quarantine**

1. The Parties may apply their quarantine laws to persons, equipment and goods entering their territory from, or leaving their territory for, the Special Regime Area and adopt arrangements to facilitate entry and departure.

2. The Parties shall consult with a view to reaching agreement with each other before entering into a commercial arrangement with the Greater Sunrise Contractor with respect to quarantine.

#### **Article 19: Vessels**

1. Vessels of the nationality of Timor-Leste or Australia engaged in Petroleum Activities in the Special Regime Area shall be subject to the law of their nationality in relation to safety and operating standards and crewing regulations.
2. Vessels with the nationality of other countries engaged in Petroleum Activities in the Special Regime Area shall, in relation to safety and operating standards and crewing regulations, apply:
  - (a) the laws of Australia, if the vessels are operating from an Australian port; or
  - (b) the laws of Timor-Leste, if the vessels are operating from a Timor-Leste port.
3. Such vessels engaged in Petroleum Activities in the Special Regime Area that do not operate out of either Timor-Leste or Australia shall under the law of both Timor-Leste and Australia be subject to the relevant international safety and operating standards.
4. The Parties shall, promptly upon the entry into force of this Treaty and consistent with their laws, consult with a view to reaching the agreement required for swift recognition of any international seafarer certifications issued by the other Party, so as to allow their national seafarers to have access to employment opportunities aboard vessels operating in the Special Regime Area.

#### **Article 20: Criminal Jurisdiction**

1. A national or permanent resident of Timor-Leste or Australia shall be subject to the criminal law of that country in respect of acts or omissions occurring in the Special Regime Area connected with or arising out of Petroleum Activities, provided that a permanent resident of Timor-Leste or Australia who is a national of the other country shall be subject to the criminal law of that country.
2. Subject to paragraph 4 of this Article, a national of a third State, not being a national or permanent resident of either Timor-Leste or Australia, shall be subject to the criminal law of both Timor-Leste and Australia in respect of acts or omissions occurring in the Special Regime Area connected with or arising out of Petroleum Activities. Such a person shall not be subject to criminal proceedings under the law of either Timor-Leste or Australia if he or she has already been tried and discharged or acquitted by a competent tribunal or already undergone punishment for the same act or omission under the law of the other country or where the competent authorities of one country, in accordance with its law, have decided in the public interest to refrain from prosecuting the person for that act or omission.
3. In cases referred to in paragraph 2 of this Article, Timor-Leste and Australia shall, as and when necessary, consult each other to determine which criminal law is to be applied, taking into account the nationality of the victim and the interests of the country most affected by the alleged offence.
4. The criminal law of the flag State shall apply in relation to acts or omissions on board vessels, including seismic or drill vessels in, or aircraft in flight over, the Special Regime Area.
5. Timor-Leste and Australia shall provide assistance to and co-operate with each other, including through agreements or arrangements as appropriate, for the purposes of enforcement of criminal law under this Article, including the obtaining of evidence and information.

6. Both Timor-Leste and Australia recognise the interest of the other country where a victim of an alleged offence is a national of that other country and shall keep that other country informed to the extent permitted by its law, of action being taken with regard to the alleged offence.
7. Timor-Leste and Australia may make arrangements permitting officials of one country to assist in the enforcement of the criminal law of the other country. Where such assistance involves the detention of a person who under paragraph 1 of this Article is subject to the jurisdiction of the other country that detention may only continue until it is practicable to hand the person over to the relevant officials of that other country.

#### **Article 21: Decommissioning**

1. The Greater Sunrise Contractor shall submit to the Designated Authority a preliminary decommissioning plan and, in so far as possible, preliminary decommissioning cost estimate as part of the Development Plan.
2. As soon as practicable, but in any case no later than seven years after commencement of production of Petroleum in the Special Regime Area, the Greater Sunrise Contractor shall be required to submit to the Designated Authority a decommissioning plan and total estimate of decommissioning costs for approval in accordance with Articles 6(3)(s) and 7(3)(c) of this Annex, which shall be updated in accordance with the Development Plan and the applicable Petroleum Mining Code.
3. The Designated Authority and the Greater Sunrise Contractor shall enter into an agreement on the holding of decommissioning cost reserves to meet the costs of fulfilling decommissioning obligations. This agreement shall be incorporated into the Greater Sunrise Production Sharing Contract. Any reserves remaining after decommissioning shall be divided between the Parties in the same ratio as their upstream revenue share pursuant to Article 2 of this Annex.
4. Following Commercial Depletion of the Greater Sunrise Fields, the Parties shall consult with a view to reaching agreement on arrangements as necessary with regard to access and monitoring of any remaining structures, including partially remaining structures, for the purposes of environmental protection and compliance with either Party's domestic laws or regulations.

#### **Article 22: Special Regime Installations**

1. The Greater Sunrise Contractor shall inform the Designated Authority of the exact position of every Special Regime Installation.
2. For the purposes of exploiting the Greater Sunrise Fields and subject to Articles 17 and 18 of this Annex and to the requirements of safety, neither Government shall hinder the free movement of personnel and materials between Special Regime Installations and landing facilities on those structures shall be freely available to vessels and aircraft of Timor-Leste and Australia.

#### **Article 23: Duration of the Greater Sunrise Special Regime**

1. The Greater Sunrise Special Regime shall cease to be in force following the Commercial Depletion of the Greater Sunrise Fields.
2. The Parties shall confirm their common understanding that the Greater Sunrise Fields have been commercially depleted and that the Greater Sunrise Special Regime has ceased to be in force by an exchange of notes through diplomatic channels.

## ANNEX C: Special Regime Area

- The Special Regime Area consists of the area of the continental shelf contained within the rhumb lines connecting the following points:

Point	Latitude	Longitude
GS-1	09° 49' 54.88"S	127° 55' 04.35"E
GS-2	09° 49' 54.88"S	128° 20' 04.34"E
GS-3	09° 39' 54.88"S	128° 20' 04.34"E
GS-4	09° 39' 54.88"S	128° 25' 04.34"E
GS-5	09° 29' 54.88"S	128° 25' 04.34"E
GS-6	09° 29' 54.88"S	128° 20' 04.34"E
GS-7	09° 24' 54.88"S	128° 20' 04.34"E
GS-8	09° 24' 54.88"S	128° 00' 04.34"E
GS-9	09° 29' 54.88"S	127° 53' 24.35"E
GS-10	09° 29' 54.88"S	127° 52' 34.35"E
GS-11	09° 34' 54.88"S	127° 52' 34.35"E
GS-12	09° 34' 54.88"S	127° 50' 04.35"E
GS-13	09° 37' 24.88"S	127° 50' 04.35"E
GS-14	09° 37' 24.89"S	127° 45' 04.35"E
GS-15	09° 44' 54.88"S	127° 45' 04.35"E
GS-16	09° 44' 54.88"S	127° 50' 04.35"E
GS-17	09° 47' 24.88"S	127° 50' 04.35"E
GS-18	09° 47' 24.88"S	127° 55' 04.35"E

- The following is a depiction of the outline of the Special Regime Area and the Greater Sunrise Fields for illustrative purposes only:

