

BAB IV

SEGI-SEGI HUKUM PERDATA INTERNASIONAL DALAM KONTRAK PRODUCTION SHARING ANTARA PERTAMINA DENGAN PERUSAHAAN MINYAK ASING DI INDONESIA

IV.1 Faktor-Faktor Yang Menyebabkan Kontrak Production Sharing Termasuk Masalah Hukum Perdata Internasional

Dalam bab pendahuluan telah dikemukakan bahwa KPS merupakan kontrak internasional. KPS merupakan kontrak internasional karena dilaksanakan oleh para pihak yang berlainan negara. KPS menimbulkan titik pertalian atau hubungan yang mengandung unsur asing atau luar negeri (foreign element). Adanya unsur asing (foreign element) inilah, maka KPS masuk dalam masalah hukum perdata internasional. Adanya unsur asing ini sangat menentukan apakah suatu peristiwa menimbulkan hubungan-hubungan yang dapat dikategorikan persoalan hukum perdata internasional atau tidak. Hymans¹⁾ mengatakan bahwa :

"Het is dus het vreemde element, dat het
internationaal privaatrecht in het leven roep."

Hukum Perdata Internasional lahir sebagai akibat adanya
dalam suatu peristiwa. Tentunya timbul
lagi kita, faktor-faktor apakah yang
hingga KPS di Indonesia yang dilaksanakan
hak yang berlainan negara masuk dalam
perdata internasional.



Dari penjelasan sebelumnya dapat kita ketahui bahwa subjek hukum KPS adalah para pihak yang menandatangani kontrak, yaitu PERTAMINA sebagai pemegang kuasa pertambangan negara Republik Indonesia dan perusahaan minyak asing sebagai kontraktor. Dapat kita simpulkan bahwa yang dapat menjadi subjek hukum dalam KPS di Indonesia adalah suatu perusahaan atau badan hukum maka dengan sendirinya suatu KPS tidak dapat dilakukan oleh orang perseorangan secara pribadi.

Meskipun demikian, badan hukum tersebut dalam melaksanakan berbagai perbuatan hukum, statusnya seperti manusia. Tiap-tiap badan hukum mempunyai kewarganegaraan. Dalam menentukan kebangsaan atau kewarganegaraan suatu badan hukum ada berbagai pendapat yaitu : 2)

- Pendapat pertama mengatakan, dalam menentukan kewarganegaraan suatu badan hukum tergantung dari negara di mana badan hukum tersebut didirikan dan mungkin disahkan oleh penguasa dalam negara itu.
- Pendapat kedua mengemukakan, bahwa kewarganegaraan suatu badan hukum tergantung dari negara yang ditetapkan sebagai tempat kedudukan badan hukum atau pengurusnya.
- Pendapat ketiga, memakai ukuran negara, di mana badan mengerjakan perusahaannya.
- Pendapat keempat, melihat pada kewarganegaraan dari anggota atau pemegang saham dari badan



Pada dasarnya keempat pendapat tersebut di atas, masing-masing memperlihatkan kepentingan dari badan hukum tersebut, sehingga mengakibatkan satu sama lain tidak ada kesamaan dalam menentukan kewarganegaraan suatu badan hukum. Bilamana dipilih salah satu yang terbaik dari keempat pendapat tersebut, maka penulis sependapat dengan Wirjono Prodjodikoro bahwa dalam menentukan kewarganegaraan suatu badan hukum yang tepat adalah pendapat yang pertama, dengan pertimbangan bahwa untuk dapat mendirikan suatu badan hukum dalam suatu negara tertentu, sudah seyogianya orang harus memenuhi syarat-syarat yang ditentukan oleh hukum negara itu dan dimana perlu orang harus mendapat pengesahan penguasa di negara itu, yang tentunya akan melaksanakan hukum negara tersebut sepenuhnya.

Suatu badan hukum adalah merupakan suatu ciptaan hukum dari suatu negara. Dan tiap-tiap negara tentulah berdaulat untuk mewujudkan hukum itu, maka tidaklah salah jika terjadi perbedaan mengenai peraturan badan hukum antara negara yang satu dengan negara yang lainnya.

Dengan adanya perbedaan peraturan suatu badan hukum, maka hal ini dapat merupakan faktor-faktor yang



KPS di Indonesia termasuk masalah Hukum Internasional. Faktor-faktor lain menyebabkan
Action Sharing di Indonesia termasuk dalam
dapat kita lihat dalam kontak PERTAMINA

dalam melakukan kegiatan sehari-harinya menggunakan hukum Indonesia atau tunduk pada hukum Indonesia, begitu pula perusahaan minyak asing yang menjadi kontraktor, dalam kegiatannya menggunakan atau tunduk pada ketentuan hukum yang berlaku di negaranya. Hal ini dapat kita lihat pada Kontrak Production Sharing antara PERTAMINA dengan Indonesia Petroleum Ltd. yang dinyatakan sebagai berikut :

"This contract, made and entered into on this 10th day of February 1989 by and between Perusahaan Pertambangan Minyak dan Gas Bumi Negara, a State Enterprise, established on the basis of Law No. 8/1971 hereinafter called "PERTAMINA", party of the first part, and Indonesia Petroleum, Ltd. a corporation organized and existing under the laws of Japan hereinafter called Contractor, party of the second part."

Selain faktor perbedaan kewarganegaraan suatu badan hukum dari para pihak yang melaksanakan Kontrak Production Sharing, juga dapat kita lihat bahwa para pihak yang melaksanakan KPS mempunyai tempat kedudukan yang berbeda. Tempat kedudukan yang berbeda dari para pihak, juga merupakan faktor yang menyebabkan KPS di Indonesia merupakan persoalan HPI. Untuk mengetahui tempat kedudukan para pihak, dapat kita lihat pada kontrak yang mereka buat. Dalam KPS antara PERTAMINA dengan Indonesia Petroleum, Ltd. t pada bagian akhir kontrak, di mana sebagai berikut :



All such notice shall be addressed to :

PERUSAHAAN PERTAMBANGAN MINYAK DAN GAS BUMI NEGARA

Jalan Merdeka Timur 1-A

Jakarta, Indonesia

INDONESIA PETROLEUM, LTD.

Tranomom 37 Mori Building

No. 5-1, Toronomon 3-chome,

Minato-ku, Tokyo 105

Japan

Jelas bagi kita, bahwa tempat kedudukan para pihak tersebut di atas berbeda satu sama lain, satu berkedudukan di Indonesia dan satu lagi berkedudukan di Jepang. Dengan demikian, dari segi tempat kedudukan KPS di Indonesia merupakan persoalan HPI. Dari penjelasan-penjelasan tersebut di atas tidak diragukan lagi, bahwa KPS di Indonesia merupakan hubungan hukum yang termasuk dalam persoalan HPI.

Setelah kita mengetahui bahwa KPS di Indonesia merupakan persoalan HPI, maka timbul pertanyaan yaitu persoalan-persoalan HPI apa saja yang terdapat di dalam KPS di Indonesia. Sebagaimana yang telah dikemukakan sebelumnya dalam bab terdahulu, salah satu



IPI yang sangat penting pada perjanjian atau internasional yaitu persolan hukum mana yang ku dalam kontrak internasional tersebut ? kan kontrak internasional, oleh karena itu

pertanyaan tersebut di atas juga ditunjukkan pada KPS di Indonesia. Hukum manakah yang berlaku bagi Kontrak Production Sharing di Indonesia ? Untuk menjawab pertanyaan tersebut, akan dikemukakan dalam pembahasan berikut yaitu hukum apa yang berlaku dalam Kontrak Production Sharing di Indonesia.

IV.2 Hukum Yang Berlaku Dalam Kontrak Production Sharing di Indonesia

Sebagaimana telah penulis kemukakan sebelumnya, bahwa untuk menjawab pertanyaan hukum apa yang berlaku dalam suatu kontrak internasional ada beberapa kemungkinan. Pertama-tama yang perlu diketahui untuk menentukan hukum apa yang berlaku dalam suatu kontrak internasional yaitu apakah para pihak telah menentukan hukum apa yang berlaku bagi kontrak mereka, dengan kata lain apakah para pihak telah melakukan pilihan hukum (choice of law). Jika para pihak telah melakukan pilihan hukum, maka hukum yang berlaku adalah hukum yang telah dipilih oleh para pihak. Pilihan hukum para pihak tersebut harus dihormati. Hal ini sesuai pula dengan prinsip kebebasan berkontrak menurut hukum intern Indonesia, sebagaimana yang terdapat dalam pasal 1338 KUH Perdata. Untuk mengetahui apakah para pihak telah melakukan pilihan hukum atau tidak, dapat dilihat pada klausula dalam kontrak yang dibuat oleh para pihak tersebut.



kontrak internasional, tidak terlepas dari masalah pilihan hukum. Untuk mengetahui hukum apa yang berlaku dalam KPS di Indonesia, kita harus melihat klausula kontraknya. Sebagai contoh dalam praktek, penulis kemukakan di sini hukum yang berlaku bagi Kontrak Production Sharing antara PERTAMINA dengan Indonesia Petroleum, Ltd. yang terdapat dalam klausula law and regulation sebagai berikut :

"The law of the Republic of Indonesia shall apply to this contract."

Dari klausula tersebut dapat kita ketahui bahwa hukum yang berlaku antara PERTAMINA dengan Indonesia Petroleum, Ltd. adalah hukum Indonesia. Jadi para pihak telah sepakat untuk memilih hukum Indonesia. Dari klausula tersebut juga kita dapat mengetahui bahwa pilihan hukum yang dilakukan para pihak adalah pilihan hukum secara tegas.

Berdasarkan pengamatan penulis dan hasil wawancara dengan pihak PERTAMINA dan Ditjen Migas, hukum yang berlaku untuk KPS yang pernah dibuat dan ditandatangani adalah hukum Indonesia. Kontrak Production Sharing merupakan kontrak standar, di mana draf kontrak telah dibuat sebelumnya oleh PERTAMINA dan diajukan kepada perusahaan-perusahaan minyak yang ingin menjalin kerjasama dalam kontrak production sharing tersebut. Dan mengenai pilihan hukum yang ditetapkan oleh PERTAMINA selalu menetapkan bahwa hukum yang berlaku bagi kontrak yang akan ditandatangani nantinya



adalah hukum Indonesia. Hal ini tidak dapat ditawar-tawar lagi oleh kontraktor asing. Menurut pertimbangan PERTAMINA diberlakukannya hukum Indonesia dalam kontrak-kontrak production sharing yang mereka tangani adalah karena tempat pelaksanaan kontrak di Indonesia, di samping itu wilayah dan kekayaan alam (minyak dan gas bumi) yang akan dieksploitasi nantinya berada di bawah pengawasan negara Republik Indonesia.

Menurut hemat penulis, pertimbangan PERTAMINA/pemerintah Indonesia itu sudah tepat. Ditinjau dari teori-teori HPI pun hal tersebut dapat diterima. Di dalam pembahasan sebelumnya penulis telah kemukakan beberapa teori dalam pembahasan HPI, salah satunya adalah teori "the most characteristic connection", teori yang paling banyak diterima oleh kalangan sarjana HPI terkemuka di seluruh dunia. Menurut teori ini, hukum yang berlaku dalam suatu kontrak internasional adalah hukum dari negara pihak yang melakukan prestasi paling karakteristik. Walaupun teori ini dipakai jika para pihak tidak melakukan pilihan hukum, menurut hemat penulis teori ini pun dapat dipakai sebagai dasar pertimbangan sehubungan dengan harus berlakunya hukum Indonesia dalam kontrak-production sharing di Indonesia. Jika kita dalam praktek, dalam hal ini dalam kontrak tandatangani, maka pihak yang melakukan prestasi paling karakteristik adalah PERTAMINA. PERTAMINA yang harus memegang seluruh manajemen



"petroleum operation" yang berasal dari luar negeri. PERTAMINA harus menyediakan fasilitas-fasilitas yang dibutuhkan, termasuk visa dan ijin kerja bagi tenaga-tenaga asing yang dibutuhkan dalam pelaksanaan operasi serta perlindungan sekuriti. Di samping itu PERTAMINA harus menyediakan rupiah yang cukup untuk pengeluaran yang diperlukan dalam pelaksanaan program kerja. PERTAMINA harus menyediakan data-data yang dibutuhkan tentang "contract area". PERTAMINA harus menyediakan tenaga kerja Indonesia yang dibutuhkan dalam pelaksanaan program kerja.

PERTAMINA yang harus menyelesaikan masalah pembebasan tanah, jika "contract area" berada di darat. Dan masih banyak kewajiban-kewajiban lain yang harus dilaksanakan oleh PERTAMINA. Sedangkan prestasi yang paling karakteristik yang harus dipenuhi oleh kontraktor asing, yaitu menyediakan dana-dana yang dibutuhkan dalam "petroleum operations". Kontraktor asing harus menanggung risiko kegagalan dalam "petroleum operations". Berdasarkan data-data yang ada, risiko kegagalan ini dapat dicegah dengan adanya survey dan data-data yang akurat mengenai "contract area". Dan biasanya terhadap "contract area" yang ditawarkan, telah mempunyai data-data yang akurat penelitian ahli-ahli PERTAMINA sebelumnya. berdasarkan analisis dan perbandingan dari "most characteristic connection", sudah tepat jika hukum Indonesia yang berlaku dalam KPS



Indonesia, karena PERTAMINA melaksanakan prestasi yang paling karakteristik.

IV.3 Pilihan Hakim (Choice of Forum) Dalam Kontrak Production Sharing di Indonesia

Salah satu pembahasan yang penting dalam HPI adalah pilihan hakim atau forum (choice of forum). Seringkali kita berpendapat bahwa pilihan forum adalah sama dengan pilihan hukum. Orang mengira, bahwa apabila telah diadakan pilihan hukum, misalnya ke arah hukum Indonesia, maka dengan sendirinya jika timbul perselisihan masalahnya akan diselesaikan juga oleh hakim dari negara Indonesia, yaitu negara yang dipilih hukumnya. Pengertian semacam ini adalah tidak benar. Memilih hukum berarti bahwa badan peradilan yang mengadili perkara yang bersifat internasional ini (artinya ada unsur "luar negerinya"), akan memakai hukum dari negara yang telah dipilih hukumnya.

Dalam Hukum Perdata Internasional (HPI) apa yang diartikan dengan pilihan hakim (choice of court, choice of forum) adalah pemilihan dari instansi peradilan atau instansi lain yang oleh para pihak ditentukan sebagai instansi yang akan mengadili sengketa mereka jika timbul



ari. 3) Dari pengertian tersebut di atas
arik suatu simpulan bahwa yang dapat
lah instansi peradilan dan instansi lain.

di sini, menurut hemat penulis adalah
Arbitrase atau perwasitan.

Dalam kontrak-kontrak internasional termasuk kontrak production sharing di Indonesia, di samping adanya pilihan hukum juga terdapat pilihan hakim (choice of forum) dalam klausula kontraknya. Kontrak Production Sharing (KPS) sebagai kontrak internasional, di samping mencantumkan pilihan hukum, juga mencantumkan adanya pilihan hakim atau forum. Dalam kontrak-kontrak yang ditandatangani PERTAMINA pada umumnya, pilihan hakim yang dilakukan adalah menyelesaikan sengketa melalui suatu badan arbitrase internasional yaitu International Chamber of Commerce (ICC). Dengan demikian, jika timbul perselisihan di kemudian hari antara PERTAMINA dengan kontraktor asing, maka penyelesaiannya akan diadili oleh arbitrator sesuai dengan peraturan atau ketentuan arbitrase ICC.

Sebagai contoh dalam praktek, penulis kemukakan pilihan hakim yang dilakukan dalam KPS antara PERTAMINA dengan Indonesia Petroleum, Ltd. di mana dirumuskan sebagai berikut :

1. Disputes, if any, arising between PERTAMINA and CONTRACTOR relating to this contract or the interpretation and performance of any of the clauses of this contract, and which cannot be settled amicably, shall be submitted to the decision of Arbitration. PERTAMINA on the one hand and CONTRACTOR on the other hand shall each appoint one arbitrator and so advise the other party and these two will appoint a third. If either party appoint an arbitrator within thirty (30) receipt of a written request to do so, ator shall, at the request of the other the parties do not otherwise agree, be the president of the International Commerce. If the first two arbitrators aforesaid fail to agree on a third within thirty (30) days following the appointment of



- the second arbitrator, the third arbitrator shall, if the parties do not otherwise agree, be appointed, at the request of either party, by the President of the International Chamber of Commerce. If an arbitrator fails of is unable to act, his successor will be appointed in the same manner as the arbitrator whom he succeeds.
2. The decision of majority of the arbitrators shall be final and binding upon the Parties.
 3. In the event the arbitrators are unable to reach a decision, the dispute shall be referred to Indonesian Court of Law for settlement.
 4. Except as provide in this section, arbitrator shall be conducted in accordance with the Rules of Arbitration of The International Chamber of Commerce.

Dari rumusan tersebut di atas, dapat kita ketahui bahwa perselisihan yang tidak dapat diselesaikan secara damai maka penyelesaiannya akan diselesaikan melalui arbitrase. Selain itu juga ditentukan mengenai cara pengangkatan arbitrator, yang mana PERTAMINA menunjuk seorang arbitrator demikian pula dengan kontraktor, kemudian kedua arbitrator yang telah ditunjuk oleh kedua belah pihak menunjuk arbitrator ketiga. Di samping kedua belah pihak juga sepakat, bahwa keputusan dari arbitrator adalah bersifat terakhir dan mengikat-kepada kedua belah pihak. Juga para pihak sepakat bahwa ketentuan-ketentuan arbitrase yang digunakan untuk melaksanakan arbitrase adalah ketentuan arbitrase dari Rules of Arbitration of the International Chamber of Commerce. Juga para pihak sepakat bahwa jika para arbitrator tidak hasilkan putusan, sengketa akan diselesaikan radilan Indonesia.



gan klausula arbitrase tersebut di atas, timbul perselisihan kemudian hari, sengketa tidak dapat diselesaikan oleh Pengadilan Negeri

Indonesia. Pengadilan Negeri di Jakarta harus menyatakan dirinya tidak berwenang untuk mengadili perkara ini.

Dari rumusan pilihan arbitrase di atas, para pihak tidak menentukan pelaksanaan tempat dilangsungkannya arbitrase. Dengan demikian, berdasarkan kesepakatan para pihak yang telah menunjuk ketentuan the Rules of Arbitration of the International Chamber of Commerce, maka kita harus melihat ketentuan ICC tersebut mengenai tempat dilangsungkannya arbitrase. Berdasarkan pasal 12 dari Rules for the ICC of Arbitration di mana dikatakan :

"The place of arbitration shall be fixed by the Court, unless agreed by the parties."

Berhubung karena para pihak dalam kontrak yang penulis kemukakan di atas tidak menentukan tempat dilangsungkannya arbitrase, maka tempat dilangsungkannya arbitrase akan ditentukan oleh dewan arbitrase. Pada umumnya Dewan Arbitrase dari ICC akan memilih tempat tinggal sehari-hari yang sebenarnya dari pihak arbitrator. Dengan lain perkataan, arbitrase ini umumnya akan berlangsung di negara yang lain dari negara para pihak.

Menurut hemat penulis, sebaiknya dalam klausula yang dibuat PERTAMINA dalam suatu Kontrak Sharing (KPS) dicantumkan atau ditentukan dilangsungkannya arbitrase. Sehingga jika memang terjadi sengketa di kemudian hari, maka Dewan Arbitrase ICC tidak perlu susah-susah lagi untuk



menentukan tempat berlangsungnya arbitrase. Dengan demikian mempersingkat waktu, yang dapat menunjang terlaksananya arbitrase dengan cepat.

Dari rumusan klausula arbitrase yang dibuat antara PERTAMINA dengan Indonesia Petroleum, Ltd. di atas, yang terpenting adalah pada nomor dua yaitu bahwa putusan arbitrase adalah bersifat terakhir dan mengikat para pihak. Klausula ini sangat penting dalam hubungannya dengan pilihan arbitrase. Sebab kalau tidak, bisa saja pihak yang dikalahkan tidak mau menaati keputusan arbitrase tersebut. Dengan demikian pilihan arbitrase yang diharapkan dapat menyelesaikan sengketa dengan cepat dan murah tidak dapat dicapai. Dengan adanya klausula tersebut para pihak harus secara sukarela melaksanakan atau memenuhi putusan arbitrase tersebut.

Selanjutnya mungkin timbul pertanyaan bagi kita, hukum apa yang dipakai atau diberlakukan dalam arbitrase tersebut ? Seperti yang telah penulis kemukakan dalam pembahasan sebelumnya, mengenai hukum-hukum yang berlaku dalam suatu kontrak adalah hukum yang telah dipilih oleh para pihak itu sendiri. Demikian pula terhadap hukum yang berlaku pada arbitrase adalah hukum yang telah dipilih para pihak. Dengan demikian hukum



tu dalam arbitrase jika terjadi sengketa
MINA dengan Indonesia Petroleum, Ltd. dalam
duction shaaring yang penulis kemukakan
adalah hukum Indonesia. Karena sebelumnya

kedua belah pihak telah sepakat bahwa hukum yang berlaku untuk kontrak mereka adalah hukum Indonesia. Tentunya disini bukan saja hukum intern Indonesia saja, tetapi juga Hukum Perdata Internasional Indonesia.

Demikianlah pembahasan yang dapat penulis kemukakan sehubungan dengan Segi-segi Hukum Perdata Internasional dalam Kontrak Production Sharing di Indonesia, di mana penulis mengambil Kontrak Production Sharing antara PERTAMINA dengan Indonesia Petroleum, Ltd. sebagai pembahasan.

Sayang sekali hingga saat ini belum ada terjadi kasus sengketa antara PERTAMINA dengan perusahaan minyak asing sebagai kontraktor, sehingga penulis tidak dapat membahas lebih mendetail lagi terhadap segi-segi hukum perdata internasional dalam kontrak production sharing di Indonesia. Walaupun demikian, penulis berharap dengan segi-segi hukum perdata internasional yang telah penulis kemukakan disertai dengan contoh kontrak yang nyata dalam praktek, kita dapat memperkirakan bagaimana jika terjadi kasus sengketa di kemudian hari.

Untuk pelaksanaan kontrak yang jelas dalam Kontrak Production sharing antara PERTAMINA dengan Indonesia Petroleum, Ltd. dapat dilihat pada lampiran.



CATATAN KAKI BAB IV

1. Sudargo Gautama, Hukum Perdata Internasional, Jilid 1, (Bandung: Alumni, 1978), hal. 34.
2. Wirjono Prodjodikoro, Asas-asas Hukum Perdata Internasional, (Bandung: Sumur Bandung, 1979), hal 121.
3. Sudargo Gautama, Hukum Perdata Internasional Hukum Yang Hidup, (Bandung: Alumni, 1983), hal. 53.



BAB V P E N U T U P

V.1. Simpulan

- Pengusahaan minyak dan gas bumi merupakan industri yang membutuhkan persyaratan yang tidak ringan. Untuk pengusahaan industri minyak dan gas bumi dibutuhkan modal yang besar dan teknologi yang canggih serta mempunyai risiko yang tinggi. PERTAMINA sebagai satu-satunya perusahaan negara yang diberi kewenangan oleh Undang-Undang sebagai pemegang kuasa pertambangan untuk pengusahaan minyak dan gas bumi, belum mampu melaksanakan sendiri "petroleum operations" terutama yang menyangkut eksplorasi yang mempunyai risiko kegagalan cukup tinggi. PERTAMINA oleh Undang-Undang yang mengaturnya yaitu UU No.8 Tahun 1971, diperkenankan menjalin kerjasama dengan pihak lain (asing) dalam bentuk "Kontrak Production Sharing (KPS)". Kontrak Production Sharing merupakan bentuk kerjasama yang paling menguntungkan dan paling sering dilakukan oleh PERTAMINA dengan perusahaan asing sebagai kontraktor.
 - Kontrak Production Sharing merupakan hasil karya dari putra Indonesia, yang merupakan pengembangan dari p-prinsip bagi hasil menurut hukum adat, yang banyak diikuti oleh negara-negara penghasil lainnya.
- aturan mengenai syarat-syarat Kontrak Product



Sharing dalam bentuk peraturan pemerintah, hingga saat ini belum ada. Yang ada baru berupa surat-surat petunjuk dari Menteri Pertambangan dan Energi. Hal ini menimbulkan ketidakpastian hukum karena tidak adanya peraturan yang mengatur secara tegas dan menyeluruh.

- Kontrak Production Sharing merupakan persoalan hukum perdata internasional, karena mengandung adanya unsur asing (foreign element). Unsur ini meliputi badan hukum yang berbeda kewarganegaraannya, peraturan yang berlaku bagi badan hukum berbeda, tempat kedudukan hukum yang berbeda, dan tempat pelaksanaan perjanjian.
- Segi-segi Hukum Perdata Internasional yang terdapat dalam Kontrak Production Sharing di Indonesia yaitu, adanya pilihan hukum, pilihan hakim dan pilihan arbitrase.
- Pada umumnya penyelesaian perselisihan dalam kontrak-kontrak production sharing antara PERTAMINA dengan kontraktor asing, jika tidak dapat diselesaikan secara damai oleh kedua belah pihak maka penyelesaiannya akan diserahkan kepada lembaga arbitrase dalam hal ini pada umumnya melalui badan arbitrase internasional yaitu ICC (International Chamber of Commerce).
- Arbitrase dalam Kontrak Production Sharing biasa dilakukan antara PERTAMINA dengan kontraktor asing, mempunyai bentuk yang isti-



karena memungkinkan pilihan forum ganda. Di samping sengketa yang akan terjadi diselesaikan dengan jalan arbitrase, juga akan diselesaikan oleh badan peradilan dalam hal ini badan peradilan Indonesia, jika dengan jalan arbitrase gagal. Dalam klausula arbitrase yang dibuat PERTAMINA dengan kontraktor asing, jarang mencantumkan tempat berlangsungnya arbitrase.

V.2. Saran-Saran

- Karena minyak dan gas bumi merupakan kekayaan alam yang tidak dapat diperbaharui (non renewable), di samping cadangan yang semakin lama semakin menipis, maka sebaiknya diadakan pengaturan yang tegas dalam pengusahaannya. Sebaiknya peraturan mengenai syarat-syarat kontrak production sharing yang utuh dan menyeluruh dalam bentuk peraturan pemerintah segera diadakan. Hal ini untuk memenuhi isi pasal 12 ayat (2) UU No. 8 Tahun 1971. Dengan adanya peraturan pemerintah mengenai syarat-syarat kontrak production sharing dapat memberikan kepastian hukum dan kepercayaan pada kontraktor asing untuk menjalin kerjasama dengan PERTAMINA.
- Dalam kontrak-kontrak production sharing yang akan diadakan, dalam klausula arbitrasenya hendaknya dicantumkan pula tempat berlangsungnya arbitrase, agar jika benar-benar terjadi sengketa di kemudian hari dapat mempersingkat waktu pelaksanaan



arbitrase dan dengan demikian tujuan yang diharapkan dari upaya arbitrase yaitu agar dapat diselesaikan dengan cepat dan biaya murah dapat tercapai.



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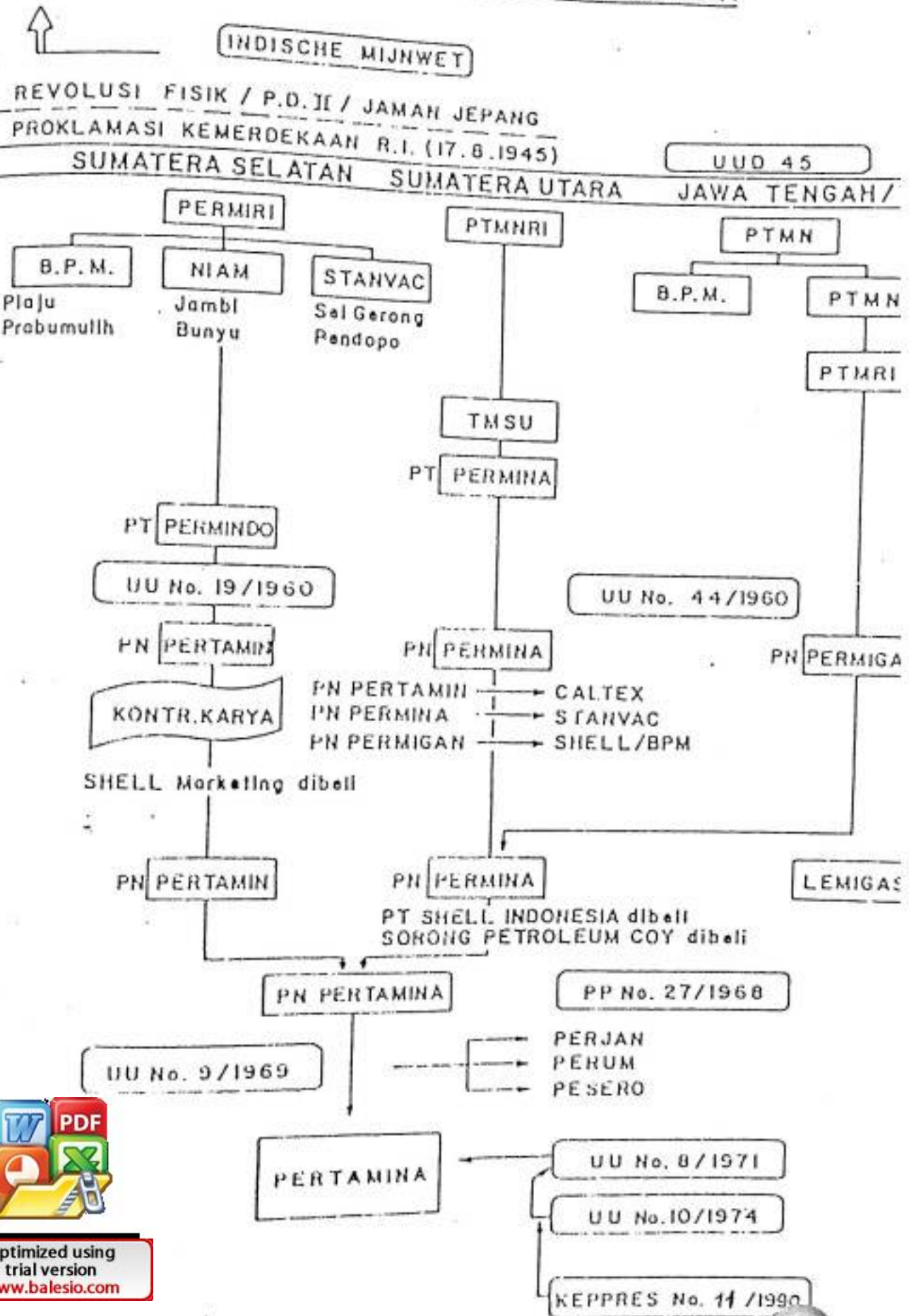


LAMPIRAN 1



SEJARAH PEMBENTUKAN PERTAMINA

PRE-1945
1945-1960
1960-1968
1968-1971



LAMPIRAN 2



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PRESIDEN
REPUBLIK INDONESIA

UNDANG-UNDANG REPUBLIK INDONESIA
NOMOR 8 TAHUN 1971

TENTANG

PERUBAHAN PERTAMBANGAN MINYAK DAN
GAS BUMI NEGARA

DENGAN RAHMAT TUHAN YANG MAHA ESA
PRESIDEN REPUBLIK INDONESIA,

Menimbang :

a. bahwa minyak dan gas bumi adalah bahan galian strategis, baik untuk perekonomian negara maupun untuk kepentingan pertahanan dan keamanan Nasional;

b. bahwa berhubung dengan tingkat perkembangan dan kemajuan usaha yang telah dicapai oleh Perusahaan Negara Pertambangan Minyak dan Gas Bumi Nasional (P.N. PERTAMINA) yang didirikan dengan Peraturan Pemerintah Republik Indonesia Nomor 27 Tahun 1968 (Lembaran Negara Republik Indonesia Tahun 1968 Nomor 44) maka dipandi-

landasan kerja memberikan kesempatan kepada masyarakat luas untuk turut serta dalam kegiatan pertambangan minyak dan gas bumi secara efektif dan efisien;

c. bahwa guna pelaksanaan per-



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dan gas
jaringnya
dan agar

uiperolei mantaat yang sebesar-besarnya dari penguasaan tersebut untuk rakyat, bangsa dan negara dilain pihak, maka dianggap perlu untuk mengatur kembali perusahaan milik negara yang ditugaskan untuk menyelenggarakan penguasaan pertambangan minyak dan gas bumi dengan suatu Undang-undang.

Mengingat

- 1. Pasal 5 ayat (1), Pasal 20 ayat (1) dan Pasal 33 ayat (2) dan ayat (3) Undang-undang Dasar 1945;
- 2. Keputusan Majelis Permusyawaratan Rakyat Sementara Nomor XXIII/MPRS/1966;
- 3. Undang-undang Nomor 44 Prp. Tahun 1960 (Lembaran Negara Tahun 1960 Nomor 133, Tambahan Lembaran Negara Nomor 2070);
- 4. Undang-undang Nomor 11 Tahun 1967 (Lembaran Negara Tahun 1967 Nomor 22, Tambahan Lembaran Negara Nomor 2831);
- 5. Pasal 1 Undang-undang Republik Indonesia Nomor 9 Tahun 1969 (Lembaran Negara Republik Indonesia Tahun 1969 Nomor 40, Tambahan Lembaran Negara Republik Indonesia Nomor 2904).

Dengan persetujuan Dewan Perwakilan Rakyat
Gotong Royong

M E M U T U S K A N :

Menetapkan : UNDANG-UNDANG TENTANG PERUSAHAAN PERTAMBANGAN MINYAK DAN GAS BUMI NEGARA.

BAB I.
KETENTUAN UMUM
Pasal 1.

- (1) Dengan tidak mengurangi tugas dan wewenang Departemen-departemen dalam bidangnya masing-masing, maka tata-usaha, pengawasan pekerjaan dan pelaksanaan perusahaan pertambangan minyak dan gas bumi serta pengawasan hasil pertambangannya dipusatkan pada Departemen yang lapangan tugasnya meliputi pertambangan minyak dan gas bumi;
- (2) Pengawasan termasuk pada ayat (1) Pasal ini meliputi pengawasan produksi, pengawasan keselamatan kerja dan kegiatan-kegiatan lainnya dalam pertambangan minyak dan gas bumi yang menyangkut kepentingan umum;
- (3) Cara pengawasan dan pengaturan keselamatan kerja yang ditujukan untuk keamanan, keselamatan kerja dan efisiensi pekerjaan dari pada pelaksanaan usaha pertambangan minyak dan gas bumi, diatur dengan Peraturan Pemerintah.

BAB II.
KETENTUAN PENDIRIAN
Pasal

- (1) Dengan nama Perusahaan Pertambangan Minyak dan Gas Bumi Negara, disingkat PERUMINAGAS, didirikan suatu perusahaan pertambangan minyak dan gas bumi yang dimiliki Negara Republik Indonesia;
- (2) Perusahaan termasuk pada



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badan hukum yang berhak melakukan usaha-usahanya berdasarkan Undang-undang ini;

- (3) Definisi Perusahaan Negara yang tercantum dalam undang-undang Nomor 44 Prp. Tahun 1960 Pasal 1 k (Lembaran Negara Tahun 1960 Nomor 133, Tambahan Lembaran Negara Nomor 2070) harus dibaca Perusahaan dalam pengertian Undang-undang ini.

Pasal 3.

Dengan tidak mengurangi ketentuan-ketentuan dalam Undang-undang ini terhadap Perusahaan berlaku hukum Indonesia.

Pasal 4.

Perusahaan berkedudukan dan berkantor pusat di Jakarta.

BAB III.

TUJUAN DAN LAPANGAN USAHA

Pasal 5.

Tujuan Perusahaan adalah membarngun dan melaksanakan perusahaan minyak dan gas bumi dalam arti seluas-luasnya untuk sebesar-besar kemakmuran Rakyat dan Negara serta menciptakan Ketahanan Nasional.

Pasal 6.

(1) Perusahaan bergerak dibidang perusahaan minyak dan

gas bumi yang meliputi eksplorasi, eksploitasi, pemurnian dan pengolahan, pengangkutan dan penjualan;

- (2) Dengan persetujuan Presiden dapat dilakukan perluasan bidang-bidang usaha, sepanjang masih ada hubungan dengan perusahaan minyak dan gas-bumi termasuk pada ayat (1) Pasal ini, serta didasarkan pada anggaran perusahaan, rencana kerja tahunan dan rencana investasi perusahaan.

BAB IV.

M O D A L

Pasal 7.

- (1) Modal Perusahaan adalah kekayaan Negara yang dipisahkan dari Anggaran Pendapatan dan Belanja Negara sebesar yang ditanam dalam P.N. PERTAMINA sampai saat pembubarannya, yang jumlahnya tercantum dalam Neraca Pembukaan yang akan disahkan oleh Menteri Keuangan.
- (2) Penambahan modal termasuk pada ayat (1) Pasal ini, ditetapkan dengan Undang-undang;
- (3) Modal Perusahaan tidak terbagi atas saham-saham.

Pasal 8.

- (1) Perusahaan mempunyai cadangan untuk menutupi kerugian yang Perusahaan;
- (2) Perusahaan membentuk cadangan;
- (3) Cadangan-cadangan yang diadakan dengan jelas dalam pembukuan dengan jelas dalam pembukuan;
- (4) Perusahaan tidak mengadakan cadangan diam dan cadangan



rahasia.

Pasal 9.

- (1) Cara mengurus dan menggunakan cadangan umum ditentukan dengan Peraturan Pemerintah;
- (2) Cara mengurus dana penyusutan dan cadangan tujuan ditentukan oleh Dewan Komisaris Pemerintah.

Pasal 10.

- (1) Perusahaan dapat memperoleh dan menggunakan dana-dana yang diperlukan untuk mengembangkan usahanya melalui pengeluaran obligasi;
- (2) Keputusan untuk mengeluarkan obligasi diatur dengan Peraturan Pemerintah.

BAB V.

KUASA PERTAMBANGAN

Pasal 11.

- (1) Kepada Perusahaan disediakan seluruh wilayah hukum pertambangan Indonesia, sepanjang mengenai pertambangan minyak dan gas bumi;
- (2) Kepada Perusahaan diberikan Kuasa Pertambangan yang batas-batas wilayahnya serta syarat-syaratnya ditetapkan oleh Presiden atas usul Menteri.

Pasal 12.

- (1) Perusahaan dapat mengadakan kerjasama dengan pihak lain

dalam bentuk "Kontrak Production Sharing";

- (2) Syarat-syarat kerjasama termaksud pada ayat (1) Pasal ini akan diatur dengan Peraturan Pemerintah;
- (3) Perjanjian termaksud pada ayat (1) Pasal ini mulai berlaku setelah disetujui oleh Presiden.

BAB VI.

TUGAS DAN KEWAJIBAN PERUSAHAAN

Pasal 13.

- a. Tugas Perusahaan adalah:
 - a. melaksanakan pengusahaan minyak dan gas bumi dengan memperoleh hasil yang sebesar-besarnya bagi kemakmuran Rakyat dan Negara;
 - b. menyediakan dan melayani kebutuhan bahan bakar minyak dan gas bumi untuk dalam negeri yang pelaksanaannya diatur dengan Peraturan Pemerintah.

Pasal 14.

- (1) Dalam melaksanakan pengusahaan pertambangan minyak dan gas bumi sesuai dengan ketentuan-ketentuan yang tercantum dalam Undang-undang ini Perusahaan wajib menyetor kepada Kas Negara, jumlah-jumlah sebagai berikut:
 - a. enam puluh persen dari operating income) atas hasil produksi;
 - b. enam puluh persen dari profit sharing (net operating income) atas hasil produksi sebelum dibagi antara Perusa
 - c. seluruh hasil yang diperoleh



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Agar supaya setiap orang dapat mengetahuinya, memerintahkan pengundangan Undang-undang ini dengan penempatannya dalam Lembaran Negara Republik Indonesia.

Disahkan di Jakarta
pada tanggal 15 September 1971
PRESIDEN REPUBLIK INDONESIA,

td.
SOEHARTO
JENDERAL T.N.I.

Diundangkan di Jakarta
pada tanggal 15 September 1971
SEKRETARIS NEGARA REPUBLIK
INDONESIA

td.
ALAMSJAH
LETNAN JENDERAL T.N.I.

LEMBARAN NEGARA REPUBLIK INDONESIA TAHUN 1971 NOMOR 76.

P E N J E L A S A N
A T A S
UNDANG-UNDANG REPUBLIK INDONESIA
NOMOR 8 TAHUN 1971
T E N T A N G
PERUSAHAAN PERTAMBANGAN MINYAK
DAN GAS BUMI NEGARA



LAMPIRAN 3



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PERATURAN PEMERINTAH PENGGANTI UNDANG-UNDANG NOMOR 44 TAHUN 1960

T E N T A N G

PERTAMBANGAN MINYAK DAN GAS BUMI.

PRESIDEN REPUBLIK INDONESIA.

- Memandang :
- a. bahwa minyak dan gas bumi mempunyai fungsi yang amat penting untuk pembangunan masyarakat adil dan makmur, dibalutnya dengan bentuk-bentuk galur yang lain;
 - b. bahwa produksi minyak dan gas bumi merupakan tulang-tulang produksi yang penting bagi Negara dan kesejahteraan hidup orang banyak, baik langsung maupun tidak;
 - c. bahwa minyak dan gas bumi mempunyai arti yang khusus untuk pertahanan nasional;
 - d. bahwa persoalan-persoalan mengenai minyak dan gas bumi menyangkut aspek-aspek internasional;
 - e. bahwa berhubung dengan hal-hal tersebut diatas, pemerintahan minyak dan gas bumi, perlu diatur dalam suatu peraturan tersendiri;
 - f. bahwa peraturan tersebut harus pula merupakan pelaksanaan dari Pude Dekret Presiden tanggal 5 Djuli 1959, ketentuan dalam pasal 33 Undang-undang Dasar dan Manifesto Politik Republik Indonesia, sebagai yang diucapkan dalam Pidato Presiden tanggal 17 Agustus 1960;
 - g. bahwa karena keadaan memaksa soal tersebut perlu diatur dengan Peraturan Pemerintah Pengganti Undang-undang;
- Mengingat :
- 1. pasal 33 ayat 2 dan 3 Undang-undang Dasar;
 - 2. pasal 9 Peraturan Pemerintah Pengganti Undang-undang tentang Pertambangan No. 29, tanggal 1960, Kementerian Keselamatan dan



- 3. pasal 22 dan 1 Undang-undang Dasar;
 - 4. Indische Reguler: Sibl. 1899 No. 214 Jo. Sibl. 1906 No. 434;
- Mendengar : Musyawarah Kabinet Ke-15 pada tanggal 18 Oktober 1960:

MEMUTUSKAN :

Menetapkan :

PERATURAN PEMERINTAH PENGANGGANTI UNDANG-UNDANG TENTANG PERTAMBANGAN MINYAK DAN GAS BUMI

B A B I.

ISTILAH - ISTILAH.

Pasal 1.

Dalam Peraturan Pemerintah Pengganti Undang-undang ini yang dimaksud dengan :

a. minyak dan gas bumi : bahan-bakar galian minyak bumi, aspal, lilin bumi, serta jenis beku-bekuan baik yang padat maupun yang cair dan semua gas bumi serta semua hasil-hasil pemurnian dan pengolahan bahan-bahan galian tersebut, baik yang merupakan batu bara, baik yang tua maupun yang muda;

b. hak tanah : hak atas sebidang tanah seperti yang dimaksudkan dalam Undang-undang No. 5 tahun 1960 tentang Peraturan Dasar Pokok-Pokok Agraria;

c. eksplorasi : segala usaha penjelidikan geologi pertambangan untuk menetapkan adanya dan keadaan bahan-bahan galian minyak dan gas bumi;

H. Soeharto Effendi

d. eksplorasi : pekerjaan pertambangan dengan maksud untuk mengidentifikasi bahan-bahan galian minyak dan gas bumi dengan diuji-jang lazim;

e. pemurnian dan pengolahan : usaha untuk mempersiapkan mutu dan untuk memperoleh bagian-bagian bahan-bahan galian minyak dan gas bumi yang dapat dipergunakan;

f. pengangkutan : segala usaha peminangan bahan-bahan galian minyak dan gas bumi dari daerah-daerah eksplorasi atau tempat-tempat pemurnian dan pengolahan;

g. pendudukan : segala usaha pendudukan bahan-bahan galian minyak dan gas bumi dan hasil-hasil pemurnian dan/atau pengolahan;

h. kuasa pertambangan : wewenang yang diberikan kepada Perusahaan Negara untuk melaksanakan usaha pertambangan minyak dan gas bumi;

i. Menteri : Menteri yang iapang tugasnya meliputi urusan pertambangan minyak dan gas bumi;

j. wilayah hukum pertambangan Indonesia : seluruh Kepulauan Indonesia yang menurut Peraturan Pemerintah Pengganti Undang-undang tahun 1960, dan daratan kontinental dari kepulauan ini;

k. Perusahaan Negara : perusahaan seperti yang akan dalam Peraturan Pemerintah Pengganti Undang-undang No. 19 tahun 1960 tentang Perusahaan Negara.



B A B II.

KETENTUAN-KETENTUAN UMUM.

Pasal 2.

Segala bahan galian mineral dan gas bumi yang ada didalam wilayah hukum pertambangan Indonesia merupakan kekayaan nasional yang dikuasai oleh Negara.

Pasal 3.

(1) Menjinjing dari ketentuan-ketentuan seperti yang termaktuh dalam pasal 4 Undang-undang tentang Pertambangan, maka pertambangan mineral dan gas bumi hanya diusahakan oleh Negara.

(2) Usaha pertambangan mineral dan gas bumi dilaksanakan oleh Perusahaan Negara semata-mata.

Pasal 4.

Usaha pertambangan mineral dan gas bumi dapat meliputi :

- a. eksplorasi;
- b. eksploitasi;
- c. pemurnian dan pengolahan;
- d. penggunaan;
- e. pendjualan.

B A B III.

KUASA PERTAMBANGAN.

Pasal 5.

(1) Kuasa Pertambangan ditetapkan dan diatur dalam peraturan yang dikeluarkan perusahaan itu.

(2) Penunjukkan batas-batas wilayah kuasa pertambangan beserta syarat-syaratnya ditetapkan oleh Pemerintah atas usul Menteri.

Pasal 6.

(1) Menteri dapat menunjuk pihak lain sebagai kontraktor untuk pertambangan Negara apabila dipertuan untuk itu.

laksanakan pekerjaan-pekerjaan yang telah dan tidak dapat dilaksanakan sendiri oleh Perusahaan Negara yang bersangkutan selaku pemegang kuasa pertambangan.

- (2) Dalam mengadakan perjanjian kerja dengan kontraktor seperti yang dimaksud dalam ayat (1) diatas Perusahaan Negara harus berpegang pada pedoman-pedoman, petunjuk-petunjuk dan syarat-syarat yang diberikan oleh Menteri.
- (3) Perjanjian kerja yang tersebut dalam ayat (2) diatas mulai berlaku sesudah disahkan dengan Undang-undang.

Pasal 7.

(1) Kuasa pertambangan tidak meliputi hak tanah permukaan bumi.

(2) Pekerjaan kuasa pertambangan tidak boleh dilakukan diwilayah yang dikuasai untuk kepentingan umum.

- (3) Lapangan pekerjaan kuasa pertambangan tidak meliputi :
 - a. tempat-tempat kuburan, tempat-tempat yang dianggap suci, pekerjaan-pekerjaan umum, unpanmanja dijalan-djalan umum, jalan kereta api, saluran air, listrik, gas dan sebagainya;
 - b. lapangan tanah sekitar lapangan-lapangan dan bangunan-bangunan pertahanan;
 - c. tempat-tempat pekerjaan usaha pertambangan lain;
 - d. bangunan-bangunan, rumah tempat tinggal atau pabrik-pabrik, besar-tengah-tengah pekerjaan sekiranya, kecuali dengan ijin yang berkepentingan.
- (4) Dengan tidak mengurangi ketentuan-ketentuan yang dimaksud dalam ayat (3) pasal ini, maka dalam hal dimana sangat perlu untuk kepentingan pekerjaan pemertambangan, pemindahan bangunan-bangunan umum dapat dilakukan atas beban pemegang tambangan setelah diperoleh ijin dari yang ber-

B A B IV.

PENGEMBALIAN WILAYAH KUASA PERTAM.

Pasal 8.

(1) Pemegang kuasa pertambangan dapat menyerahkan kembali sebagian atau seluruh wilayah pertambangannya dengan perjanjian tertulis kepada Menteri.



diperoleh berdasarkan rancangan-peraturan yang ada sebelum Peraturan Pemerintah Pengganti Undang-undang ini mempunyai kekuatan hukum, setiap dapat dijadikan untuk suatu tenggang waktu yang singkat-singkatnya. Tenggang waktu itu akan ditentukan dengan Peraturan Pemerintah.

(2) Pemegang-pemegang hak-hak pertambangan berdasarkan peraturan-peraturan yang tersebut dalam ayat (1) diatas diubah dalam pertambahan penunjukan sebagai kontraktor yang dimaksud dalam pasal 6 Peraturan Pemerintah Pengganti Undang-undang ini untuk wilayah pertambangan mereka sekarang.

(3) Peraturan-peraturan yang dimaksud dalam ayat (1) diatas disebut pada saat berlakunya tenggang waktu yang dimaksudkan dalam ayat tersebut.

(4) Hak-hak pertambangan Bersahaja Negara yang masih ada pada saat berlakunya Peraturan Pemerintah Pengganti Undang-undang ini menjadi kuasa-kuasa pertambangan untuk wilayah-wilayah pertambangan minyak dan gas bumi yang bersangkutan pada saat-saat peraturan-peraturan dikeluarkan untuk itu masing-masing seperti yang dimaksudkan dalam pasal 5 Peraturan Pemerintah Pengganti Undang-undang ini.

B A B X.

KETENTUAN-KETENTUAN PENUTUP.

Pasal 13.

Peraturan Pemerintah Pengganti Undang-undang ini dapat disebut "PERATURAN PERTAMBAHAN MINJAK DAN GAS BUMI".

Pasal 14.

Peraturan Pemerintah Pengganti Undang-undang ini mulai

Agar supaya setiap orang dapat mengetahuinya memerintahkan pengumuman Peraturan Pemerintah Pengganti Undang-undang ini dengan penempatan dalam Lembaran Negara Republik Indonesia.

Ditetapkan di D j a k a r t a

pada tanggal 26 Oktober 1960.

PRESIDEN REPUBLIK INDONESIA,

td.

S U K A R N O

Diundangkan

pada tanggal 26 Oktober 1960.

SEKRETARIS NEGARA.

td.

T A M Z I L

Disalin sesuai dengan aslinya.

Adjun Sekretaris Negara.

td.

Mr. S A N T O S O

LEMBARAN NEGARA TAHUN 1960 No. 133.



LAMPIRAN 4



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PERATURAN PEMERINTAH No. 25 TAHUN 1964

T E N T A N G

PENGGOLONGAN BAHAN-BAHAN GALIAN

PRESIDEN REPUBLIK INDONESIA,

Menimbang : a. bahwa penggolongan bahan-bahan galian yang diatur dalam Peraturan Pemerintah No. 39 tahun 1960 tentang Penggolongan Bahan-bahan Galian adalah tidak sesuai lagi dengan kemajuan teknik dibidang pertambangan dan perkembangan kegunaan bahan-bahan galian dalam dunia mineral dewasa ini;

b. bahwa karenanya pengurangan perlu untuk meninjau kembali penggolongan Bahan-bahan Galian sebagaimana diatur dalam Peraturan Pemerintah No. 39 tahun 1960 dengan mengadakan penggolongan baru yang didasarkan pada :

1. terdapatnya sesuatu bahan galian didalam alam (genese);
2. penggunaan bahan galian didalam industri;
3. nilai (vitalitas/strategis) bahan galian terhadap Negara;
4. teknik pengolahan bahan galian;
5. barang tidaknya sesuatu bahan galian terdapat di Indonesia;
6. arti ekonomi sesuatu bahan galian terhadap Negara;

Mengingat : 1. Pasal 5 ayat 2 dan pasal 33 Undang-undang Dasar;

2. Pasal 3 Undang-undang No. 37 P.R.P. tahun 1960 tentang Pembentukan dan Organisasi Departemen Pertambangan dan Geologi.



3. Keputusan Majelis Permusjawaratan Rakyat Sementara...

No. I/MPRS/1960 tanggal 19 Nopember 1960 tentang Manifesto Politik Republik Indonesia sebagai Garis-garis Besar Haluan Negara;

4. Keputusan Majelis Permusjawaratan Rakyat Sementara

No. II/MPRS/1960 tanggal 3 Desember 1960 tentang Garis-garis Besar Pola Pembangunan Nasional Semesta Berencana Tahapan Pertama Tahun 1961 — 1969;

5. Keputusan Majelis Permusjawaratan Rakyat Sementara

No. IV/MPRS/1963 tanggal 22 Mei 1963 tentang Pedoman-pedoman Pelaksanaan Garis-garis Besar Haluan Negara dan Haluan Pembangunan;

Mendengar : Wakil Perdana Menteri III/Menteri Koordinator Komparimen Pembangunan/Menteri Perindustrian Dasar/Pertambangan;

Mem u t u s k a n :

Dengan menjauhi Peraturan Pemerintah No. 39 tahun 1960 tentang Penggolongan Bahan-bahan Galian (Lembaran Negara tahun 1960 No. 126);

Menetapkan : PERATURAN PEMERINTAH TENTANG PENGGOLONGAN BAHAN-BAHAN GALIAN.

Pasal 1.

(1) Bahan-bahan Galian terdiri dalam tiga golongan :

- a. golongan bahan galian yang strategis adalah : — antrasit, semua jenis batubara, semua jenis batubara muda;

- besi, titanium, vanadium, wolfram, thorium, nikel, kobalt, mangan, timah putih, molybden; — thorium, radium, uranium, zirkon, sesium; — bauksit, kriolit; — minyak bumi, lilin bumi, semua jenis bitumen tjar, semua jenis gas yang mudah terbakar; — semua jenis bitumen padat dan aspal;

b. golongan bahan galian yang vital adalah :

- emas, platina, air raksa, perak; — belerang, selenium, telurium, arsen, antimon, bismut; — osium, paladium, iridium, niobium, tantalum, lithium, rubidium, indium dan logam-logam tanah yang lain (rare earth); — magnesium, kadmium, barium, strontium, calcium; — tembaga, timah hitam, seng, berilium, korundum; — nitrat-nitrat, fosfat-fosfat, jarosit, tawas, urasi, klorit, andalusit, granat berat, borit; — pirofilit, mika, asbestos, kwarsa-isitrik, grafit, tanah diatom; — kaolin, pasir-kwarsa, gips, talcpar; — batu permula, serunguh permata, intan; — iodium, bromium chlor dan persenjawannya;
- c. golongan bahan galian yang tidak termasuk golongan a atau b adalah :
- batu kapur, batu apung, tanah liat, marmar dan bahan-bahan galian lainnya;

(2) Pemindahan bahan galian dari suatu golongan lain termasuk pada ayat (1) pasal ini, dilakukan Peraturan Pemerintah.

(3) Bahan galian yang belum disebutkan pada ayat (1) yang perlu dimasukkan salah satu golongan ditetapkan oleh Menteri.



Paragraf 2.

Peraturan Pemerintah ini mulai berlaku pada hari diundangkannya.

Agar supaya setiap orang dapat mengetahuinya memrintahkan pengundangan Peraturan Pemerintah ini dengan penempatan dalam Lembaran Negara Republik Indonesia.

Ditetapkan di Djakarta

pada tanggal 1 Juni 1964.

Presiden Republik Indonesia,

SUKARN O.

Diundangkan di Djakarta

pada tanggal 1 Juni 1964

Wakil Sekretaris Negara,

SANTOSO S.H.

Brig. Djen. TNI.

LEMBARAN NEGARA TAHUN 1964 No. 57.



LAMPIRAN 5



PERATURAN PEMERINTAH REPUBLIK INDONESIA
NOMOR 29 TAHUN 1969

TENTANG

PERUBAHAN WILAJAH KUASA PERTAMBANGAN
KEPADA PERUSAHAAN NEGARA PERTAMBANGAN
MINJAK DAN GAS BUMI NASIONAL
(P.N. PERTAMINA)

PRESIDEN REPUBLIK INDONESIA,

Menimbang :

- a. bahwa dengan dikeluarkannya Peraturan Pemerintah Republik Indonesia Nomor 25 tahun 1968 (Lembaran Negara Republik Indonesia Tahun 1968 Nomor 44) tentang pendirian Perusahaan Negara Pertambangan Minyak dan Gas Bumi Nasional (P.N. Pertamina), dipandang perlu untuk mengatur kembali wilayah kuasa pertambangan tanah galian minyak dan gas bumi;
- b. bahwa untuk dapat melakukan dan memperlancar usaha-usaha eksplorasi dan eksploitasi pertambangan minyak dan gas bumi dengan sebaik-baiknya maka sudah sewajarnya diika seluruh wilayah kuasa pertambangan tanah galian ini diserahkan kepada P.N. Pertamina sebagai satu-satunya Perusahaan Negara dalam bidang pertambangan.

Menyingat :

1. Pasal 5 ayat (2) Undang-undang Dasar 1945;
2. Undang-undang Nomor 44 Prg. Tahun 1960 (Lembaran Negara Tahun 1960 Nomor 133) Tambahan Lembaran Negara Nomor 2070);
3. Undang-undang Nomor 4 Prg. Tahun 1960 (Lembaran Negara Tahun 1960 Nomor 22, Tambahan Lembaran Negara Nomor 1942);
4. Undang-undang Nomor 11. Tahun 1967



5. Peraturan Pemerintah Republik Indonesia Nomor 27 tahun 1958 (Lembaran Negara Tahun 1968 Nomor 44);

6. Pengumuman Pemerintah Republik Indonesia pada tanggal 17 Februari 1969 tentang Landa Kontinen Indonesia;

M E M U T U S K A N

- Mengingat :
1. Keputusan Presiden Nomor 577 tahun 1961;
 2. Keputusan Presiden Nomor 578 tahun 1961;
 3. Keputusan Presiden Nomor 117 tahun 1963;
 4. Keputusan Presiden Nomor 118 tahun 1963;
 5. Keputusan Presiden Nomor 10 tahun 1964;
 6. Keputusan Presiden Nomor 17 tahun 1964;
 7. Keputusan Presiden Nomor 18 tahun 1964;
 8. Keputusan Presiden Nomor 169 tahun 1964;
 9. Keputusan Presiden Nomor 120 Tahun 1968 jo. Keputusan Presiden Nomor 15 Tahun 1964;

Mengetapkan : **PERATURAN PEMERINTAH REPUBLIK INDONESIA TENTANG PENYEDIAAN WILAJAH KUNASA PERTAMBANGAN KEPADA PERUSAHAAN NEGARA PERTAMBANGAN MINYAK DAN GAS BUMI NASIONAL (P.N. PERTAMINA).**

Pasal 1.

Kepada P.N. Pertamina yang didirikan berdasarkan Peraturan Pemerintah Republik Indonesia Nomor 27 tahun 1968 (Lembaran Negara Tahun 1968 Nomor 44) disediakan seluruh wilayah kuasa pertambangan Indonesia sepanjang batas-batas wilayah tersebut dan yang

Pasal 2.

Wilayah kuasa pertambangan termasuk pada Pasal 1 Peraturan Pemerintah ini meliputi wilayah daratan dan wilayah dasar laut serta tanah dibawahnya baik yang terletak dibawah permukaan Indonesia berdasarkan Undang-undang Nomor 2 T.P. Tahun 1956 (Lembaran Negara Tahun 1960 Nomor 22, Tambahan Lembaran Negara Nomor 1842) maupun yang terletak dibawah kontinen di luar darat menurut Indonesia berdasarkan Pengumuman Pemerintah Republik Indonesia pada tanggal 17 Februari 1969 tentang Landa Kontinen Indonesia.

Pasal 3.

Batas-batas wilayah kuasa pertambangan termasuk darat dan permegionimla dalam wilayah-wilayah yang dilaksanakan sendiri oleh P.N. Pertamina dan wilayah-wilayah yang diserahkan oleh masing-masing perusahaan Swasta sebagai kontraktor P.N. Pertamina akan ditetapkan pengaturannya oleh Pemerintah atas usul Menteri Pertambangan, setelah mendengar pertimbangan para Menteri yang bersangkutan.

Pasal 4.

Pelaksanaan eksplorasi dan eksploitasi dalam batas-batas wilayah kuasa pertambangan dimaksud pada Pasal 3 Peraturan Pemerintah ini dilakukan dengan memperhatikan kepentingan Nasional baik dalam segi kesedianterasan maupun segi keamanan.

Pasal 5.

Peraturan Pemerintah ini mulai berlaku pada



Agar supaya setiap orang mengetahui, memerintahkan pengundangan Peraturan Pemerintah ini dengan penempatan dalam Lembaran Negara Republik Indonesia.

Ditetapkan di Djakarta,

pada tanggal 21 Oktober 1969.

PRESIDEN REPUBLIK INDONESIA,
L.t.d.

S O E H A R T O
DJENDERAL T.N.I.

Diuundangkan di Djakarta,

pada tanggal 21 Oktober 1969.

SEKRETARIS NEGARA REPUBLIK INDONESIA,

L.t.d.

A L A M S J A H
Majors Djenderal T.N.I.

LEMBARAN NEGARA REPUBLIK INDONESIA
TAHUN 1969 NOMOR 52.

P E N D I E L A S A N
A T A S

PERATURAN PEMERINTAH REPUBLIK INDONESIA
NOMOR 29 TAHUN 1969

TENTANG

PENJEDIAAN WILAJAH KUASA PERTAMBANGAN
KEPADA PERUSAHAAN NEGARA PERTAMBANGAN
MINJAN DAN GAS BUMI NASIONAL
(P.N. PERTAMINA).

PENJELASAN UMUM :

1. Bahan galian minyak dan gas bumi bukan saja mempunyai sifat-sifat khusus, akan tetapi hasil penemuannya dan pengolahannya adalah penting bagi hidup hidup orang banjak dan perbahanan nasional.

Berdasarkan hal-hal yang sedemikian inilah maka perusahaan minyak dan gas bumi hanya dapat dilakukan oleh Negara dalam hal ini oleh Perusahaan Negara agar pemanfaatan bahan galian tersebut dapat terjamin. Hal ini diungkapkan dalam pasal-pasal 2 dan 3 Undang-undang Nomor 42 Ppp. Tahun 1960 tentang Pertambangan Minyak dan Gas Bumi.

2. Dengan Peraturan Pemerintah Nomor 27 tahun 1968 telah didirikan Perusahaan Negara Pertamina sebagai pelenhuran dari P.N. Pertamina dan P.N. Pertamina.

Oleh sebab itu maka wilayah kuasa pertambangan bahan galian minyak dan gas bumi perlu diatur kembali.

3. Sebagaimana telah dijejaskan pada angka 1 diatas p sehan obaan galian minyak dan gas bumi dilaksanakan Perusahaan Negara P.N. Pertamina adalah satu-satunya perusahaan Negara dalam bidang ini, sehingga adalah wajar jika seluruh kuasa pertambangan bahan galian minyak dan gas bumi disediakan bagi P.N. Pertamina.

4. Walaupun demikian, Menteri dapat menunduk pihak baik sebagai kontraktor apabila diperlukan, untuk melaksakan pekerjaan-pekerjaan yang belum atau tidak dapat dilaksanakan sendiri oleh P.N. Pertamina, maupun atas pertimbangan lain-lainnya sesuai dengan policy Pemerintah, yang dapat diterima sebagai terapan dari Undang-Undang Pertambangan.



LAMPIRAN 6



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PRODUCTION SHARING CONTRACT
between
PERUSAHAAN PERTAMBANGAN MINYAK
DAN GAS BUMI NEGARA
and
INDONESIA PETROLEUM, LTD.
NORTH EAST JAVA SEA, BLOCK VI



PRODUCTION SHARING CONTRACT
between
PERUSAHAAN PERTAMBANGAN MINYAK DAN GAS BUMI NEGARA
and
INDONESIA PETROLEUM, LTD.

THIS CONTRACT, made and entered into on this 10th day of February 1989 by and between

PERUSAHAAN PERTAMBANGAN MINYAK DAN GAS BUMI NEGARA, a State Enterprise, established on the basis of Law No.8/1971 hereinafter called "PERTAMINA", party of the first part, and

INDONESIA PETROLEUM, LTD., a corporation organized and existing under the laws of Japan hereinafter called CONTRACTOR, party of the second part, both hereinafter sometimes referred to either individually as the "Party" or collectively as the "Parties".

WITNESSETH:

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

WHEREAS, PERTAMINA has an exclusive "Authority to Mine" for mineral oil and gas in and throughout the area described in Exhibit "A" and outlined on the map which is Exhibit "B", both attached hereto and made a part hereof, which area is hereinafter referred to as the "Contract Area"; and

WHEREAS, PERTAMINA wishes to promote the development of the Contract Area and the CONTRACTOR wishes to join and assist PERTAMINA in accelerating the utilization of the potential resources within the Contract Area;



WHEREAS, CONTRACTOR has the financial ability, technical competence and professional skills necessary to carry out the Petroleum Operations hereinafter described; and

WHEREAS, in accordance with Law No. 44 Prp/1960 and Law No. 8/1971 cooperative agreements in the form of a Production Sharing Contract may be entered into in the sector of Oil and Gas between PERTAMINA and foreign capital investors;

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

SECTION I SCOPE AND DEFINITIONS

SCOPE

This Contract is a Production Sharing Contract. In accordance with the provisions herein contained, PERTAMINA shall have and be responsible for the management of the operations contemplated hereunder.

CONTRACTOR shall be responsible to PERTAMINA for the execution of such operations in accordance with the provisions of this Contract, and is hereby appointed and constituted the exclusive company to conduct Petroleum Operations.

CONTRACTOR shall provide all the financial and technical assistance required for such operations.

CONTRACTOR shall carry the risk of Operating Costs required in carrying out operations and shall therefore have an economic interest in the petroleum deposits in the Contract Area. Such costs shall be in the form of Operating Costs recoverable as provided in Section VI.



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These shall be provided in this Contract, in the Accounting Statement to be provided by PERTAMINA, or by written agreement of PERTAMINA,

CONTRACTOR will not incur interest expenses to finance its operations hereunder.

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


DEFINITIONS

In the text of this Contract, the words and terms defined in Article 1 of Law No. 44 Prp/1960 shall have the meaning in accordance with such definitions.

- 2.1 Contract Area means the Area within the statutory mining territory of Indonesia covered by the "Authority to Mine" which is the subject of this Contract, which Contract Area is described and outlined in Exhibit "A" and "B" attached hereto and made a part hereof.
- 2.2 Petroleum means mineral oil and gas, hereinafter called Crude Oil and Natural Gas as defined in Law No. 44 Prp/1960.
- 2.3 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.
- 2.4 Natural Gas means all gaseous hydrocarbons produced from wells, including wet mineral gas, dry mineral gas, casinghead gas and residue gas remaining after the extraction of liquid hydrocarbons from wet gas.
- 2.5 Petroleum Operations means all exploration, development, extraction, producing, transportation and marketing operations authorized or contemplated under this Contract.
- 2.6 Costs means all expenditures made and obligations incurred in Petroleum Operations hereunder determined in the Accounting Procedure attached hereto and made a part hereof and Exhibit "C".



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- 2.7 Force Majeure means delays or defaults in performance under this Contract caused by circumstances beyond the control and without the fault or negligence of CONTRACTOR and/or PERTAMINA that may affect economically or otherwise the continuing of operations under this Contract, including but not 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, storms, earthquakes, or accidents.
- 2.8 Effective Date means the date of the approval of this Contract by the Government of the Republic of Indonesia in accordance with the provisions of the applicable law.
- 2.9 Barrel means a quantity or unit of oil, forty-two (42) United States gallons at the temperature of sixty (60) degrees Fahrenheit.
- 2.10 Work Program means a statement itemizing the Petroleum Operations to be carried out in the Contract Area as set forth in Section IV.
- 2.11 Budget of Operating Costs means cost estimates of all items included in the Work Program.
- 2.12 Foreign Exchange means currency other than that of the Republic of Indonesia but acceptable to PERTAMINA and to the Republic of Indonesia and to CONTRACTOR.
- 2.13 Calendar Year or "Year" means a period of twelve (12) months commencing with January 1 and ending on the following December 31, according to the Gregorian Calendar.
- 2.1  means a period of twelve (12) consecutive months the Gregorian Calendar counted from the Effective Contract or from the anniversary of such Effective

- 2.15 Affiliated Company or "Affiliate" means a company or other entity that controls, or is controlled by a Party to this Contract, or a company or other entity which controls or is controlled by a company or other entity which controls a Party to this Contract, it being understood that control shall mean ownership by one company or entity at least 50% of (a) the voting stock, if the other company is a corporation issuing stock, or (b) the control rights or interests, if the other entity is not a corporation.

SECTION II TERM

- 1.1 The term of this Contract shall be thirty (30) years as from the Effective Date.
- 1.2 If at the end of the initial six (6) years period, as from the Effective Date, no Petroleum in commercial quantities is discovered in the Contract Area, CONTRACTOR shall have the option either to terminate this Contract or by means of a thirty (30) days' written notice prior to the end of the initial six (6) years period request its extension for two (2) additional periods of two (2) years each without prejudice to the provisions of Section III regarding exclusion of areas and Section XIII relating to termination, grant of which extension shall not be unreasonably withheld by PERTAMINA.
- If at the end of the initial six (6) years period or any extension thereto, as from the Effective Date, no Petroleum in commercial quantities is discovered in the Contract Area, this Contract shall automatically terminate in its entirety.
- 1.3 If Petroleum is discovered in any portion of the Contract Area within (6) years period or any extension thereto, which in the PERTAMINA and CONTRACTOR can be produced based on consideration of all pertinent operating and then as to that particular portion of the Contract ment will commence.



In other portions of the Contract Area exploration may continue concurrently without prejudice to the provisions of Section III regarding the exclusion of areas.

SECTION III EXCLUSION OF AREAS

- 1.1 On or before the end of the third (3rd) Contract Year, CONTRACTOR shall surrender twenty-five percent (25%) of the original Contract Area.
- 1.2 On or before the end of the fifth (5th) Contract Year, CONTRACTOR shall surrender an additional area equal to twenty-five percent (25%) of the original total Contract Area.
- 1.3 On or before the end of the sixth (6th) Contract Year, CONTRACTOR shall surrender an additional area so that the area retained thereafter shall not be in excess of two thousand and two hundred ninety (2,290) square kilometers, or twenty percent (20%) of the original total Contract Area, whichever is less.
- 1.4 CONTRACTOR's obligations to surrender parts of the original Contract Area under the preceding provisions shall not apply to any part of the Contract Area corresponding to the surface area of any field in which Petroleum has been discovered.
- 1.5 With regard to the remaining portion of the Contract Area left after the mandatory surrender as set forth in subsection 1.3 above, PERTAMINA and CONTRACTOR shall maintain a reasonable exploration effort. If in respect of any part of such remaining portion of Contract Area CONTRACTOR does not during two (2) years submit an exploration program, such part of the shall be considered automatically surrendered.
- 1.6) days written notice to PERTAMINA 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 surrender any portion of the Contract Area, and such portion shall then be credited against that portion of the Contract Area which CONTRACTOR is next required to surrender under the provisions of subsections 1.1, 1.2 and 1.3 hereof.

- 1.7 CONTRACTOR shall advise PERTAMINA in advance of the date of surrender of the portion to be surrendered. For the purpose of such surrenders, CONTRACTOR and PERTAMINA shall consult with each other regarding the shape and size of each individual portion of the areas being surrendered; 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.

SECTION IV WORK PROGRAM AND EXPENDITURES

- 1.1 CONTRACTOR shall commence Petroleum Operations hereunder not later than six (6) months after the Effective Date.
- 1.2 The amount to be expended by CONTRACTOR in conducting Exploration Operations pursuant to the terms of this Contract during the first ten (10) years following the Effective Date shall in the aggregate be not less than the amount for each of these ten (10) years hereafter specified:

First Contract Year	US\$1,000,000
Second Contract Year	US\$1,500,000
Third Contract Year	US\$10,000,000
Fourth Contract Year	US\$4,000,000
Fifth Contract Year	US\$7,000,000
Sixth Contract Year	US\$7,000,000
Seventh Contract Year	US\$8,000,000
Eighth Contract Year	US\$8,000,000
Ninth Contract Year	US\$8,000,000
Tenth Contract Year	US\$8,000,000



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CONTRACTOR is obliged to drill at least one (1) well by the end of the third Contract Year.

If during any Contract Year CONTRACTOR should expend less than the amount of money required to be so expended, an amount equal to such under-expenditure may, with PERTAMINA's consent, be carried forward and added to the amount to be expended in the following Contract Year without prejudice to CONTRACTOR's rights hereunder.

If during any Contract Year CONTRACTOR should expend more than the amount of money required to be so expended, the excess may be subtracted from the amount of money to be so expended by CONTRACTOR during the succeeding Contract Years.

In case of the termination of this Contract after the aforesaid drilling of one well by the end of the third Contract Year, CONTRACTOR shall be released from its obligation to expend the balance of the amount specified above as required to be expended by the end of the third Contract Year or thereafter.

1.3 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 PERTAMINA a Work Program and Budget of Operating Costs for the Contract Area setting forth the Petroleum Operations which CONTRACTOR proposes to carry out during the ensuing Calendar Year.

1.4 Should PERTAMINA 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 so notify CONTRACTOR specifying in reasonable details its reasons therefor. Promptly thereafter, the Parties will meet and endeavor to agree on a program as to which PERTAMINA has not proposed a revision, insofar as possible be carried out as prescribed therein.



- 1.5 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.
- 1.6 It is further recognized that in the event of emergency or extraordinary circumstances requiring immediate actions either Party may take all actions it deems proper or advisable to protect their interests and those of their respective employees and any costs so incurred shall be included in the Operating Costs.
- 1.7 PERTAMINA agrees that the approval of a proposed Work Program and Budget of Operating Costs will not be unreasonably withheld.

SECTION V
RIGHTS AND OBLIGATIONS OF THE PARTIES

- 1.1 Subject to the provisions of paragraphs (f), (g) and (h) of subsection 1.1 of this Section V, CONTRACTOR shall:
- (a) advance all necessary funds and purchase or lease all material, equipment and supplies required to be purchased or leased with Foreign Exchange pursuant to the Work Program;
 - (b) furnish all technical aid, including foreign personnel, required for the performance of the Work Program, payment whereof requires Foreign Exchange;
 - (c) furnish such other funds for the performance of the Work Program that requires payment in Foreign Exchange, including it to foreign third parties who perform services as a contractor;



- (d) be responsible for the preparation and execution of the Work Program, which shall be implemented in a workmanlike manner and by appropriate scientific methods, and CONTRACTOR shall take the necessary precautions for protection of navigation and fishing and shall prevent extensive pollution of the sea or rivers. It is also understood that the execution of the Work Program shall be exercised so as not to conflict with Government obligations imposed on the Government by International Law;
- (e) retain control to all leased property paid for with Foreign Exchange and brought into Indonesia, and be entitled to freely remove same therefrom;
- (f) have the right to sell, assign, transfer, convey or otherwise dispose of all or any part of its rights and interests under this Contract to any Affiliated Company with the prior written consent of PERTAMINA, which consent shall not be unreasonably withheld;
- (g) have the right to sell, assign, transfer, convey or otherwise dispose of any part of its rights and interests under this Contract to parties other than Affiliated Companies with the prior written consent of PERTAMINA, which consent shall not be unreasonably withheld;
- (h) have the right to sell, assign, transfer, convey or otherwise dispose of all of its rights and interests under this Contract to parties other than Affiliated Companies with the prior written consent of PERTAMINA and the Government of the Republic of Indonesia, which consent shall not be unreasonably withheld;



the right of ingress to and egress from the Contract Area and from facilities wherever located, at all times;

the right to use and have access to, and PERTAMINA shall have all geological, geophysical, drilling, well, production and

- other information, held by PERTAMINA or by any other governmental agency or enterprise, relating to the Contract Area including well location maps;
- (k) have the right to use and have access to, and PERTAMINA shall make available, so far as possible, all geological, geophysical, drilling, well, production and other information now or in the future held by it or by any other governmental agency or enterprise relating to the areas adjacent to the Contract Area;
- (l) submit to PERTAMINA copies of all such original geological, geophysical, drilling, well, production and other data and reports as it may compile during the term hereof;
- (m) prepare and carry out plans and programs for industrial training and education of Indonesians for all job classifications with respect to operations contemplated hereunder;
- (n) 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;
- (o) appoint an authorized representative for Indonesia with respect to this Contract, who shall have an office in Jakarta;
- (p) after commercial production commences, fulfill its obligation towards the supply of the domestic market in Indonesia. CONTRACTOR agrees to sell and deliver to PERTAMINA a portion of the share of the Crude Oil to which it is entitled pursuant to subsections 1.3 and 3.1 of Section VI calculated for each Year as follows:
- (i) multiply the total quantity of Crude Oil produced from Contract Area by a fraction, the numerator of which is the total quantity of Crude Oil to be supplied and the denominator is the entire Indonesian production of Crude Oil of all petroleum companies;



[Handwritten signature]

- (ii) compute twenty-five percent (25%) of total quantity of Crude Oil produced from the Contract Area;
- (iii) multiply the lower quantity computed, either under (i) or (ii) by 28.8462%.

The quantity of Crude Oil computed under (iii) shall be the maximum quantity to be supplied by CONTRACTOR in any Year pursuant to this paragraph (p) and deficiencies, if any, shall not be carried forward to any subsequent Year; provided that if for any Year the recoverable Operating Cost exceeds the difference of total sales, proceeds from Crude Oil produced and saved hereunder minus the First Tranche Petroleum as provided under subsection 3.1 of Section VI, CONTRACTOR shall be relieved from this supply obligation for such Year.

- (q) the price at which such Crude Oil shall be delivered and sold under paragraph (p) of this subsection shall be 10% of the price as determined under subsection 1.2 of Section VI hereof. 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 cost or risk to CONTRACTOR.

Notwithstanding the foregoing, for a period of five (5) consecutive Years (meaning 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 prorata quantity of Crude Oil supplied to the domestic market from each such new 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 Operating Costs. The proceeds in excess of the aforesaid 10% shall preferably be used to assist of continued exploration efforts by CONTRACTOR in act 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 practice, CONTRACTOR shall be free to use such proceeds at its own discretion;

- (r) 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;
- (s) pay to the Government of the Republic of Indonesia the Income Tax including final tax on profits after tax deduction imposed on it pursuant to the Indonesian Income Tax Law and its implementing Regulations.

CONTRACTOR shall comply with the requirements of the law in particular with respect to filing of returns, assessment of tax and keeping and showing of books and records.

1.2 PERTAMINA shall:

- (a) have and be responsible for the management of the operations contemplated hereunder; however, PERTAMINA shall assist and consult with CONTRACTOR with a view to the fact that CONTRACTOR is responsible for the Work Program;
- (b) except with respect to CONTRACTOR's obligation to pay the Income Tax including final tax on profits after tax deduction as set forth in paragraph 1.1 (s) of this Section V, assume and discharge all other Indonesian taxes of CONTRACTOR including value added tax, transfer tax, import and export on materials, equipment and supplies brought into Indonesia by CONTRACTOR, its contractors and subcontractors; exaction in respect of property, capital, net operations, remittances or transactions including any tax levied on or in connection with operations performed hereunder by CONTRACTOR or its Affiliates rendering services in connection therewith provided such services shall be



PERTAMINA shall not be obliged to pay CONTRACTOR's Income Tax including the final tax on profits after tax deduction, nor taxes on tobaccos, liquor and personnel income tax; and Income Tax and other taxes not listed above of contractors and subcontractors. The obligations of PERTAMINA hereunder shall be deemed to have been complied with by the delivery to CONTRACTOR within one hundred and twenty (120) days after the end of each Calendar Year, of documentary proof in accordance with the Indonesian fiscal laws that liability for the above mentioned taxes has been satisfied, except that with respect to any of such liabilities which CONTRACTOR may be obliged to pay directly, PERTAMINA shall reimburse it only out of its share of production hereunder within sixty (60) days after receipt of invoice therefor. PERTAMINA should be consulted prior to payment of such taxes by CONTRACTOR or by any other party on CONTRACTOR's behalf;

- (c) 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 under PERTAMINA's control. In the event such facilities, supplies or personnel are not readily available, then PERTAMINA shall promptly secure the use of such facilities, supplies and personnel from alternative sources. Expenses thus incurred by PERTAMINA at CONTRACTOR's request shall be reimbursed to PERTAMINA by CONTRACTOR and included in Operating Costs. Such reimbursements will be made in United States Dollars computed at the rate of exchange fixed by the Indonesian Government to Petroleum Companies at the time of conversion. CONTRACTOR shall advise PERTAMINA before the beginning of each annual Work Program a minimum amount of seventy-five thousand US Dollars (US\$ 75,000) for the purpose of enabling PERTAMINA



to meet rupiah expenditures incurred pursuant to this paragraph (c).

If at any time during the annual Work Program period, the minimum amount advanced under this paragraph (c) has been fully expended, separate additional advance payment as may be necessary to provide for the rupiah expenses estimated to be incurred by PERTAMINA during the balance of such annual Work Program period will be made. If any amount advanced hereunder is not expended by PERTAMINA 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 paragraph (c) for the succeeding annual Work Program period;

(d) 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;

(e) have title to all original data resulting from the Petroleum Operations including but not limited to geological, geophysical, petrophysical, engineering, well logs and completion, status reports and any other data as CONTRACTOR may compile during the term hereof; provided, however, that all such data shall not be disclosed to third parties without informing CONTRACTOR and giving CONTRACTOR the opportunity to discuss the disclosure of such data if CONTRACTOR so desires and further provided that CONTRACTOR may retain copies of such data;

(f) to the extent that it does not interfere with CONTRACTOR's performance of the Petroleum Operations, use the equipment

which becomes its property by virtue of this Contract, solely for the Petroleum Operations envisaged under this Contract and if PERTAMINA wishes to use such equipment for any other purpose, then PERTAMINA shall first consult CONTRACTOR.



SECTION VI.
RECOVERY OF OPERATING COSTS AND HANDLING OF PRODUCTION

CRUDE OIL

1.1 CONTRACTOR is authorized by PERTAMINA and obligated to market all Crude Oil produced and saved from the Contract Area subject to the provisions hereinafter set forth.

1.2 CONTRACTOR will recover all Operating Costs out of the sales proceeds or other disposition of the required quantity of Crude Oil equal in value to such Operating Costs which is produced and saved hereunder and not used in Petroleum Operations. Except as provided in paragraphs (d) and (e) of subsection 1.1 Section VII, 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 subsection 1.1 paragraph (p) 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.

1.3 Of the Crude Oil remaining after deducting Operating Costs, PERTAMINA shall be entitled to take and receive 71.1538% and CONTRACTOR shall be entitled to take and receive 28.8462%.

In addition to the herein above provision, however, CONTRACTOR shall have the right and be obligated to lift and market for each Year, at the price provided for in this Section VI for determining the quantity of Crude Oil required to recover Operating Costs, a portion



PERTAMINA's portion of Crude Oil in kind determined in with the formula as follows:

$$Q = 4\% \times P - 5.25\% \times C$$

The Crude Oil produced and saved from the Contract Area

C = The Crude Oil to recover Operating Costs as provided under subsection 1.2 of this Section VI.

- 1.4 Title to CONTRACTOR's portion of Crude Oil under subsection 1.3 of this Section VI as well as to such portion of Crude Oil exported and sold to recover Operating Costs and the Investment Credit provided for in subsection 1.7 of this Section VI, as well as to such portion of the First Tranche Petroleum (Crude Oil) taken and received by CONTRACTOR provided for in subsection 3.1 of this Section VI, shall pass to CONTRACTOR at the point of export, or, in the case of oil delivered to PERTAMINA pursuant to subsection 1.1 paragraph (p) of Section V or otherwise, at the point of delivery.
- 1.5 CONTRACTOR will use its best reasonable efforts to market the Crude Oil to the extent markets are available. Either Party shall be entitled to take and receive their respective portion in kind.
- 1.6 If PERTAMINA 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 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 the 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 PERTAMINA's portion of Crude Oil shall not be for a term of more than one Calendar Year without PERTAMINA's consent.



CONTRACTOR may recover an investment credit amounting to 17% of the total investment cost directly required for developing Crude Oil production facilities (as provided for under Article II paragraph 3-

(c) of Exhibit C attached hereto) out of deduction from gross production before recovering Operating Costs in the earliest production Year or Years before tax deduction (to be paid in advance in such production Years).

This incentive may also be applied to new secondary recovery projects but is not applicable to "interim production schemes" or further investments to enhance production and reservoir drainage within the primary production phase.

NATURAL GAS

2.1 Any Natural Gas produced from the Contract Area, to the extent not used in Petroleum Operations hereunder, may be flared if the processing and utilization thereof is not economical. Such flaring shall be permitted to the extent that gas is not required to effectuate the maximum economic recovery of Petroleum by secondary recovery operations, including repressuring and recycling.

2.2 Should PERTAMINA and CONTRACTOR consider that the processing and utilization of Natural Gas is economical and choose to participate in the processing and utilization thereof, in addition to that used in secondary recovery operations, then the construction and installation of facilities for such 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 processing, utilization and sale of Natural Gas shall be treated on a basis equivalent to that provided for herein concerning Petroleum Operation and disposition of Crude Oil except of the Natural Gas, or the propane and butane fractions extracted from Natural Gas but not spiked in Crude Oil, remaining after deducting Operating Costs

the Natural Gas operations as stipulated in Exhibit C, shall be entitled to take and receive 42.3077% and shall be entitled to take and receive 57.6923%.



- 2.3 In the event, however, CONTRACTOR considers that the processing and utilization of Natural Gas is not economical, then PERTAMINA may choose to take and utilize such Natural Gas that would otherwise be flared, all costs of taking and handling to be for the sole account and risks of PERTAMINA.

FIRST TRANCHE PETROLEUM

- 3.1 Notwithstanding anything to the contrary elsewhere contained in this Contract, the Parties shall be entitled to first take and receive each Year a quantity of Petroleum of 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 First Tranche Petroleum is further shared among the Parties at a rate of 71.1538% to PERTAMINA and 28.8462% to CONTRACTOR for Crude Oil, and at a rate of 42.3077% to PERTAMINA and 57.6923% to CONTRACTOR for Natural Gas.

SECTION VII

VALUATION OF CRUDE OIL

- 1.1 Crude Oil sold to third parties shall be valued as follows:
- (a) 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 f.o.b. Indonesia received by CONTRACTOR for such Crude Oil.



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PERTAMINA's Crude Oil taken by CONTRACTOR and third parties shall be valued at the net realized price f.o.b. Indonesia received by CONTRACTOR for such Crude Oil.

(c) PERTAMINA shall be duly advised before the sales referred to in paragraphs (a) and (b) of this subsection are made.

(d) Subject to any existing Crude Oil sales agreement, if a more favorable net realized price is available to PERTAMINA for the Crude Oil referred to in paragraphs (a) and (b) of this subsection, except CONTRACTOR's share of Crude Oil and its portion of the First Tranche Petroleum (Crude Oil), then PERTAMINA shall so advise CONTRACTOR in writing not less than ninety (90) days prior to the commencement of the deliveries under PERTAMINA's proposed sales contract. Forty-five (45) days prior to the start of such deliveries, CONTRACTOR shall notify PERTAMINA 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 PERTAMINA shall market said Crude Oil.

(e) PERTAMINA's marketing of such Crude Oil as referred to in paragraph (d) of this subsection shall continue until forty-five (45) days after PERTAMINA's net realized price on said Crude Oil becomes less favorable. CONTRACTOR's obligation to market said Crude Oil shall not apply until after PERTAMINA has given CONTRACTOR at least forty-five (45) days advance notice of its desire to discontinue such sales. As long as PERTAMINA is marketing the Crude Oil referred to above, it shall account to CONTRACTOR, on the basis of the more favorable net realized price.

(f) Without prejudice to any of the provisions of Section VI and Section VII, CONTRACTOR may at its option transfer to A during any Calendar Year the right to market any which is in excess of CONTRACTOR's normal and requirements provided that the price is not less net realized price from the Contract Area. A's 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. PERTAMINA shall account to CONTRACTOR in respect of any sale made by it hereunder.

- (g) PERTAMINA shall have the option, in any Year in which the quantity of Petroleum to which it is entitled pursuant to subsections 1.3 and 3.1 of Section VI hereof is less than 50% of the total production by 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 PERTAMINA's entitlement under subsections 1.3 and 3.1 of Section VI equals fifty percent of the total Petroleum produced and saved from the Contract Area.

- 1.2 Crude Oil sold to other than third parties shall be valued as follows:
- (a) by using the weighted average per unit price, received by CONTRACTOR and PERTAMINA 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;
- (b) 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.

- 1.3 Third party sales referred to in this Section VII shall mean sales by CONTRACTOR to purchasers independent of CONTRACTOR, that is to say, with whom (at the time the sale is made) CONTRACTOR has no actual interest involving directly or indirectly any joint



- 1.4 Commissions or brokerages incurred in connection with sales to third parties, if any, shall not exceed the customary and prevailing rate.
- 1.5 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 factor. Within thirty (30) days after the end of said given Year, adjustments 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.
- 1.6 In the event the Petroleum Operations involve the segregation of Crude Oils of different quality and/or grade and if the Parties do not otherwise mutually agree:
- (a) any and all provisions of this Contract concerning valuation of Crude Oil shall separately apply to each segregated Crude Oil;
 - (b) each Crude Oil produced and segregated in a given Year shall contribute to:
 - (i) the "required quantity" destined in such Year to the recovery of all Operating Costs pursuant to Section VI, subsection 1.2 hereof;
 - (ii) the "required quantity" of Crude Oil to which a Party is entitled in such Year pursuant to Section VI, subsections 3, 1.7 and 3.1 hereof;
 - (iii) the "required quantity" of Crude Oil which CONTRACTOR agrees to sell and deliver in such Year for domestic consumption in Indonesia pursuant to paragraph (p) of subsection 1.1 of Section V hereof, out of the share of Crude Oil to which it is entitled pursuant to Section VI, subsections 1.3 and 3.1 hereof;



with quantities, each of which shall bear to the respective "required quantity" (referred to in (i) or (ii) or (iii) 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.

SECTION VIII COMPENSATION AND PRODUCTION BONUS

- 1.1 CONTRACTOR shall pay to PERTAMINA as compensation for information now held by PERTAMINA the sum of one million and one hundred thousand United States Dollars (US\$1,100,000) after approval of this Contract by the Government of the Republic of Indonesia in accordance with the provisions of applicable law. Such payment shall be due thirty (30) days after PERTAMINA furnishes to CONTRACTOR an authenticated copy of such approval.
- 1.2 CONTRACTOR shall within the first Contract Year or, at PERTAMINA's request, at some later date, provide PERTAMINA with equipment or services to an amount not exceeding five hundred thousand United States Dollars (US\$ 500,000).
- 1.3 CONTRACTOR shall pay to PERTAMINA the sum of two million United States Dollars (US\$ 2,000,000) upon the first shipment of the crude oil production from the first field development.
- 1.4 CONTRACTOR shall pay to PERTAMINA the sum of three million United States Dollars (US\$3,000,000) after daily production from the Contract Area averages thirty five thousand (35,000) barrels per day of one hundred and twenty (120) consecutive days, a sum of five million United States Dollars (US\$5,000,000) after daily production from the Contract Area averages seventy thousand (70,000) barrels per day for a period of one hundred and twenty (120) consecutive days and a further sum of ten million United States Dollars (US\$ 10,000,000) after daily production from the



Contract Area averages one hundred thousand (100,000) barrels per day for a period of one hundred and twenty (120) consecutive days. Such payment shall be made within thirty (30) days following the last day of the relevant one hundred twenty (120) days period.

- 1.5 The above compensation and payments under this Section VIII shall be solely borne by CONTRACTOR and not included in the Operating Costs.

SECTION IX PAYMENTS

- 1.1 All payments which this Contract obligates CONTRACTOR to make to PERTAMINA or the Government of the Republic of Indonesia shall be made in United States Dollars currency at a bank to be designated by each of them and agreed upon by the 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 such payments shall be translated at the rate applicable to all Petroleum Companies carrying on business in Indonesia.
- 1.2 All payments due to CONTRACTOR shall be made in United States Dollars or at PERTAMINA's election, other currencies acceptable, to CONTRACTOR at a bank to be designated by CONTRACTOR.
- 1.3 Any payments required to be made pursuant to this Contract shall be made within thirty (30) days following the end of the month in which make such payments occurs.



SECTION X
TITLE TO EQUIPMENT

- 1.1 Equipment purchased by CONTRACTOR pursuant to the Work Program becomes the property of PERTAMINA (in case of import, when landed at the Indonesian ports of import) and will be used in Petroleum Operations hereunder.
- 1.2 The provisions of subsection 1.1 of this Section X shall not apply to leased equipment belonging to foreign third parties who perform services as a contractor, which equipment may be freely exported from Indonesia.

SECTION XI
CONSULTATION AND ARBITRATION

- 1.1 Periodically, PERTAMINA 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.
- 1.2 Disputes, if any, arising between PERTAMINA and CONTRACTOR relating to this Contract or the interpretation and performance of any of the clauses of this Contract, and which cannot be settled amicably, shall be submitted to the decision of arbitration. PERTAMINA 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 notice to so, such arbitrator shall, at the request of the other Party, if the Parties do not otherwise agree, be appointed by the International Chamber of Commerce. 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, if the Parties do not otherwise agree, be



appointed, at the request of either Party, by the President of the International Chamber of Commerce. If an arbitrator fails or is unable to act, his successor will be appointed in the same manner as the arbitrator whom he succeeds.

- 1.3 The decision of a majority of the arbitrators shall be final and binding upon the Parties.
- 1.4 In the event the arbitrators are unable to reach a decision, the dispute shall be referred to Indonesian Court of Law for settlement.
- 1.5 Except as provided in this Section, arbitration shall be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce.

SECTION XII

EMPLOYMENT AND TRAINING OF INDONESIAN PERSONNEL

- 1.1 CONTRACTOR agrees to employ qualified Indonesian personnel in its operations and after commercial production commences will undertake the schooling and training of Indonesian personnel for labor and staff positions including administrative and executive management positions. At such time, CONTRACTOR shall also consider with PERTAMINA a program of assistance for training of PERTAMINA's personnel.
- 1.2 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 PERTAMINA's personnel shall be borne on a basis to be agreed by PERTAMINA and CONTRACTOR.



SECTION XIII TERMINATION

- 1.1 This Contract cannot be terminated before the expiration of the first two (2) Contract Years and without implementation of drilling of one well by the end of the third Contract Year, except by provisions as stipulated in subsection 1.3 hereunder.
- 1.2 At any time following the end of the time period as provided under subsection 1.1. of this Section XIII, 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 PERTAMINA and after consultation with PERTAMINA, relinquish its rights and be relieved of its obligations pursuant to this Contract, except such rights and obligations as related to the period prior to such relinquishment.
- 1.3 Without prejudice to the provisions stipulated in subsection 1.1 hereinabove, either Party shall be entitled to terminate this Contract in its entirety by a ninety (90) days written notice if a major breach of Contract is committed by the other Party, provided that conclusive evidence thereof is proved by arbitration or final court decision as stipulated in Section XI.

SECTION XIV BOOKS AND ACCOUNTS AND AUDITS

BOOKS AND ACCOUNTS

Subject to the provisions of subsection 1.1 (s) of Section V, PERTAMINA shall assist the CONTRACTOR for keeping complete books and accounts with the receipts and proceedings as described in Exhibit "C" attached hereto and should there be any inconsistency between the provisions of this Contract and the provisions of Exhibit "C", then the provisions of subsection



1.2 of Section VI of this Contract shall prevail. Until such time that commercial production commences, however, PERTAMINA delegates to CONTRACTOR its obligations to keep books and accounts.

AUDITS

2.1 CONTRACTOR shall have the right to inspect and audit PERTAMINA's books and accounts relating to this Contract for any Calendar Year within the one (1) year period following the end of such Calendar Year. 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 PERTAMINA's books and accounts.

2.2 PERTAMINA and the Government of the Republic of Indonesia 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, PERTAMINA and the Government of the Republic of Indonesia 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 PERTAMINA. A copy of the independent accountant's report or any exceptions shall be forwarded to PERTAMINA within sixty (60) days following the completion of such audit.



SECTION XV OTHER PROVISIONS

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 such notices shall be addressed to:

PERUSAHAAN PERTAMBANGAN MINYAK DAN GAS BUMI NEGARA
Jalan Merdeka Timur 1-A
Jakarta, Indonesia

INDONESIA PETROLEUM, LTD.
Tranomom 37 Mori Building
No. 5-1, Toranomom 3-chome,
Minato-ku, Tokyo 105
Japan

Either Party may substitute or change such address on written notice thereof to the other.

2. LAWS AND REGULATIONS

2.1 The laws of the Republic of Indonesia shall apply to this Contract.

2.2 No term 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.

3. SUSPENSION OF OBLIGATIONS

3.1 Any failure or delay on the part of either Party in the performance of their obligations or duties hereunder, shall be excused to the extent attributable to Force Majeure.

3.2 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 suspended for a period equal to the period thus involved.



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Party whose ability to perform its obligations is so affected, shall notify the other Party thereof in writing, stating the cause and both Parties shall do all reasonably, within their power to remove such

4. PROCESSING OF PRODUCTS

4.1 CONTRACTOR shall be willing to consider to come to another contract or loan agreement for the processing of products derived from the Petroleum Operations hereunder, on mutually agreeable terms.

4.2 Within the framework of the preceding principle, CONTRACTOR would agree on the conditions stated below to have refined in Indonesia 28.57 percent of the share of Crude Oil to which it is entitled pursuant to subsection 1.3 of Section VI hereof and should no refining capacity be available therefore, to set up a corresponding refining capacity for that purpose.

The conditions above referred to are that:

(a) PERTAMINA has first requested CONTRACTOR thereto;

(b) CONTRACTOR's share of Crude Oil pursuant to subsection 1.3 of Section VI hereof, be not less than 100,000 barrels per day; and

(c) if refining capacity has to be erected that the setting up and use of such refining capacity be economical in the judgement of the Parties.

4.3 It is further agreed that CONTRACTOR may in lieu of setting up such refining capacity, but subject to the same conditions, make an equivalent investment in another project related to petroleum or petrochemical industries.


4.4 Petroleum to be delivered to such facilities would be sold by CONTRACTOR at the net realized prices f.o.b. Indonesia, received by CONTRACTOR, established pursuant to Section VII hereof or at mutually agreed price.



5.

is drawn up in the English and Indonesian languages. If any
the interpretation of the two texts arises, then the English

SECTION XVI
PARTICIPATION

1. PERTAMINA shall have the right to demand from CONTRACTOR that a ten percent (10%) undivided interest in the total rights and obligations under this Contract be offered to either a limited liability company to be designated by PERTAMINA the shareholders of which shall be Indonesian Nationals, or to an Indonesian entity to be designated by PERTAMINA (both hereinafter called "The Indonesian Participant").
2. The right referred to in subsection 1. of this Section XVI shall lapse unless exercised by PERTAMINA not later than three (3) months after CONTRACTOR's notification by registered letter to PERTAMINA of its first discovery of Petroleum in the Contract Area, which in the judgement of CONTRACTOR after consultation with PERTAMINA can be produced commercially. PERTAMINA shall make its demand known to CONTRACTOR by registered letter.
3. CONTRACTOR shall make its offer by registered letter to the Indonesian Participant within one (1) month after receipt of PERTAMINA's registered letter referred to in subsection 2 of this Section XVI. CONTRACTOR's letter shall be accompanied by a copy of this Contract and a draft Operating Agreement, embodying the manner in which CONTRACTOR and the Indonesian Participant shall cooperate. The main principles of the draft Operating Agreement are contained in Exhibit "D" to this Contract.
4. The offer by CONTRACTOR to the Indonesian Participant shall be effective for a period of six (6) months. If the Indonesian Participant has not accepted this offer by registered letter to CONTRACTOR within the said period, CONTRACTOR shall be released from the obligation referred to in this Section XVI.
5.  acceptance by the Indonesian Participant of CONTRACTOR's offer to the Indonesian Participant shall be deemed to have acquired the interest on the date of CONTRACTOR's notification to PERTAMINA referred to in subsection 2 of this Section XVI.

6. 6.1 For the acquisition of a ten percent (10%) undivided interest in the total of the rights and obligations arising out of this Contract, the Indonesian Participant 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 PERTAMINA mentioned in subsection 2 of this Section XVI; ten percent (10%) of the compensation paid to PERTAMINA for information referred to in subsection 1.1 of Section VIII of this Contract and ten percent (10%) of the amounts referred to in subsections 1.2, 1.3 and 1.4 of Section VIII of this Contract.

6.2 At the option of the Indonesian Participant the said amount shall be reimbursed:

- (i) either by a transfer of the said amounts by the Indonesian Participants within three (3) months after the date of its acceptance of CONTRACTOR's offer referred to in subsection 3 of this Section XVI, to CONTRACTOR's account with the banking institution to be designated by it, in the currency in which the relevant costs have been financed; or
- (ii) by way of a "payment out of production" of fifty percent (50%) of the Indonesian Participant's production entitlements under this Contract valued in the manner as described in Section VII of this Contract, equal in total to one hundred fifty percent (150%) of the said amount and commencing us from the beginning of commercial production.

6.3 At the time of its acceptance of CONTRACTOR's offer, the Indonesian Participant shall state whether it wishes to reimburse in cash or out of production in the manner indicated in subsection 6.2 or (i) and (ii) of this Section XVI.



SECTION XVII
EFFECTIVENESS

- 1.1 This Contract shall come into effect on the Effective Date.
- 1.2 This Contract shall not be annulled, amended or modified in any respect, except by the mutual consent in writing of the Parties hereto.
- 1.3 IN WITNESS WHEREOF, the Parties hereto have executed this Contract, in quadruplicate and in the English language, as of the day and year first above written.

PERUSAHAAN PERTAMBANGAN MINYAK DAN GAS BUMI NEGARA

By 

INDONESIA PETROLEUM, LTD.

By 

APPROVED BY THE MINISTER OF MINES AND ENERGY

this 10th day of February 1989 on behalf of the
GOVERNMENT OF THE REPUBLIC OF INDONESIA

B



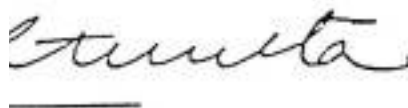


EXHIBIT "A"

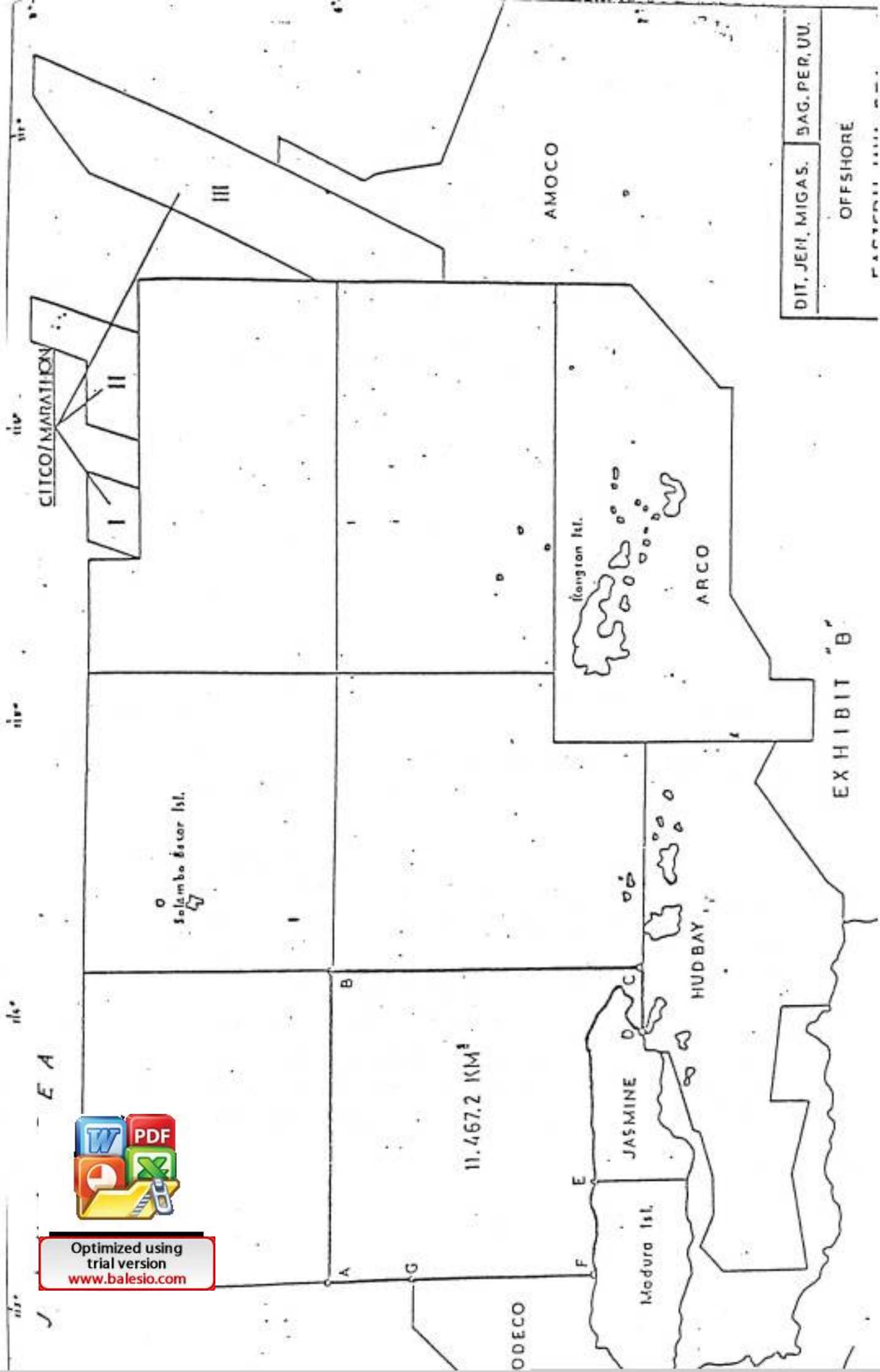
This Exhibit "A" is attached to and made an integral part of the Contract between PERUSAHAAN PERTAMBANGAN MINYAK DAN GAS BUMI NEGARA and INDONESIA PETROLEUM, LTD., dated the 10th day of February 1989 in the offshore of North East Java Sea Block VI and the Contract Area, herein described, is shown on Exhibit "B" of the Contract.

DESCRIPTION OF CONTRACT AREA

Using the Geographic Coordinate System, beginning at point A, located at $06^{\circ} 00' 00''$ South Latitude, $113^{\circ} 05' 46''$ East Longitude, proceed eastward in a direct line to point B located at $06^{\circ} 00' 00''$ South Latitude, $114^{\circ} 08' 30''$ East Longitude, thence proceed southward in a direct line to point C located at $07^{\circ} 02' 10''$ South Latitude, $114^{\circ} 08' 30''$ East Longitude, thence proceed westward in a direct line to point D located at the intersection of the mean high tide shore line of the eastern beach of Madura Island and $07^{\circ} 02' 10''$ South Latitude, thence proceed north easterly and north westerly following the mean high tide shore line to point E located at the intersection of the mean high tide shore line and $113^{\circ} 25' 00''$ East Longitude, thence proceed westerly following the mean high tide shore line to point F located at the intersection of the mean high tide shore line and $113^{\circ} 05' 46''$ East Longitude, thence proceed northward in a direct line to point G located at $06^{\circ} 19' 57''$ South Latitude, $113^{\circ} 05' 46''$ East Longitude, thence proceed northward in a direct line to point A, point of beginning.

The area described above shall consist of approximately 11,467.2 square kilometers.





DIT. JEN. MIGAS. BAG. PER. UU.
OFFSHORE

EXHIBIT "B"

11.467.2 KM²



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EXHIBIT "C"

Attached to and made in integral part of the Contract;
between
PERUSAHAAN PERTAMBANGAN MINYAK DAN GAS BUMI NEGARA
and
INDONESIA PETROLEUM, LTD.
dated the 10th day of February 1989 .

ACCOUNTING PROCEDURE

Article 1
General Provisions

1. 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.

2. Account and Statements

PERTAMINA's 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 PERTAMINA.

The chart of accounts and related account definitions will be prescribed by PERTAMINA. Reports will be organized for the use of PERTAMINA in management responsibilities under this Contract.



Article II
Operating Costs

1. Definition

For any Year in which commercial production occurs, Operating Costs consist of a) current Year non-capital costs, b) current Year depreciation for capital costs and c) current Year allowed recovery of prior Year's unrecovered Operating Costs.

2. Non-Capital Costs

Non-capital costs means those Operating Costs incurred that relate to current Year's operations. In addition to costs relating only to current operations, the costs of surveys and the intangible costs of drilling exploratory and development wells, as described in paragraph (c), (d) and (e) below, will be classified as non-capital costs. Non-capital costs include, but are not limited to the following:

(a) 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.

(b) Office, services and general administration - General services including technical and related services, material services, transportation, rental of specialized and heavy engineering equipment, site rentals and other rentals of services and property, personnel expenses, public relations, and other expenses abroad.

(c) Production drilling - Labor, materials and services used in drilling with the object of penetrating a proven reservoir, including the costs of delineation wells as well as redrilling, deepening or letting wells, and access roads leading directly to wells.



(d) Exploratory drilling - Labor, materials and services used in the drilling of wells with the object of finding unproved reservoirs of oil and gas, and access roads leading directly to wells.

- (e) Surveys - Labor, materials and services used in aerial, geological, topographical, geophysical and seismic surveys, and core hole drilling.
- (f) Other exploration expenditures - Auxiliary or temporary facilities having lives of one year or less used in exploration and purchased geological and geophysical information.

3. Capital Costs

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 1, will be allowed as a recoverable Operating Cost for the current Year. Capital Costs include classification described herein, but are not limited to the following specifications:

- (a) Construction utilities and auxiliaries - Work shops, power and water facilities, warehouses, and field roads or canals, except the access roads or canals mentioned in Paragraphs 2(c) and 2(d) above.
- (b) Construction housing and welfare - Housing, recreational facilities and other tangible property incidental to construction.
- (c) Production facilities - 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 installing submarine pipelines), wellhead equipment, subsurface lifting equipment, production tubing, sucker rods, surface pumps, flow lines, gathering equipment, delivery lines and storage facilities. Oil jetties and anchorages, treating plants and equipment, secondary and tertiary recovery systems, gas plants and steam systems.



s - Surface and subsurface drilling and production tools, nt and instruments, barges, floating craft, automotive nt, aircraft, construction equipment, furniture and office nt and miscellaneous equipment.

Article III
Accounting Methods To Be Used To Calculate
Recovery of Operating Costs

1. Depreciation

Depreciation will be calculated beginning the Year in which the asset is placed into service with a full Year's depreciation allowed the initial Year. The method used to calculate each Year's allowable recovery of capital costs, is the declining balance depreciation method. Calculation of 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 = 10%

The Groups of capital assets, for any Crude Oil projects or for any Natural Gas projects having reserves of 7 (seven) years or less, apply useful lives as follows:

Group 1

Automobiles	1.5	years
Trucks-light (less than 13000 pounds) and tractor units	2	years
Trucks-heavy (more than 13000 pounds)	3	years
Busses	4.5	years
Aircraft	3	years
Construction Equipment	3	years
Furniture and Office Equipment	5	years

Group 2

Construction utilities and auxiliaries	5	years
Construction housing and welfare	10	years
ies	5	years
locomotives	7.5	years
gs and		
sportation equipment	9	years
ction tools, equipment and instruments	5	years



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The Groups of capital assets for Natural Gas projects having reserves of more than 7 years, apply useful lives as follows:

Group 1

Automobiles	3	years
Trucks-light (less than 13000 pounds) and tractor units	4	years
Trucks-heavy (more than 13000 pounds) and trailers	6	years

Group 2

Aircraft	6	years
Vessels, barges, tugs and similar water transportation equipment	18	years
Drilling and production tools, equipment and instruments	8	years
Construction equipment	6	years
Furniture and Office equipment	10	years

Group 3

Construction utilities and auxiliaries	8	years
Construction housing and welfare	20	years
Production facilities	8	years
Railroad cars and locomotives	15	years

Balance of unrecovered capital costs is eligible for full depreciation at the end of the individual asset's useful life.

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, except where such assets have been subjected to unanticipated destruction, for example, by fire or accident.

Overhead Allocation



Administrative costs, other than direct charges, allocable to this study shall be determined by a detailed study, and the method of such study shall be applied each Year consistently. The study must be approved by PERTAMINA, and such approval can be verified by PERTAMINA and CONTRACTOR.

3. Interest Recovery

Interest on loans obtained by CONTRACTOR from Affiliates or parent companies or from third party non-affiliates at rates not exceeding prevailing commercial rates for capital investments in petroleum operations may be recoverable as Operating Costs. Details of any financing plan and amounts must be included in each Year's Budget of Operating Costs for the prior approval of PERTAMINA.

All other financing costs must also be approved by PERTAMINA.

4. Gas Costs

Operating Costs directly associated with production of Natural Gas, will be directly chargeable against Natural Gas revenues in determining entitlements under Section VI, subsection 2.2. Operating Costs incurred for production of both 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 for any Year 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) exists, 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.



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shall include premiums paid for insurance normally required for the Petroleum Operations relating to CONTRACTOR's activities under the Contract, together with all expenditures incurred and paid in settlement of any and all losses, claims, damages,

judgements, and other expenses, including fees relating to CONTRACTOR'S obligation under the Contract.

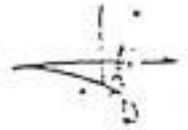


EXHIBIT "D"


THIS EXHIBIT "D" IS ATTACHED TO AND MADE
AN INTEGRAL PART OF THE CONTRACT
BETWEEN
PERUSAHAAN PERTAMBANGAN MINYAK DAN GAS BUMI NEGARA
AND
INDONESIA PETROLEUM, LTD.

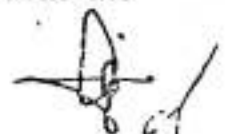
Memorandum on Participation

The Operating Agreement between CONTRACTOR and the Indonesian Participant referred to in subsection 3 of Section XVI, shall embody, inter alia, the following main principles:

1. CONTRACTOR shall be the sole Operator of the venture under properly defined rights and obligations.
2. 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 main agreement 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.
3. 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 main agreement.

The effects of a Party's failure to meet calls for funds within the prescribed time limits shall be provided..

4.  shall prepare the annual Work Programmes and Budgets which are submitted to the authorized representatives of both Parties for their submission to PERTAMINA in accordance with the main agreement.



5. In respect of any exploratory drilling operation a "non-consent" provision shall be made which assures the Indonesian Participant that it does not have to participate in such operation if it were to disagree to the inclusion of such operation in the Work Program and Budget and which in case of success adequately compensates CONTRACTOR for the cost and risk incurred by the latter.
6. Subject to adequate lifting tolerances, each Party shall offtake at CONTRACTOR's point of export its production entitlement and its proportionate share of any portion of the Crude Oil which PERTAMINA elects not to take in kind, both as provided under the main agreement. 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 purchase that quantity, or to lift that quantity at a later date under an adequate procedure.
7. 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:
- (i) for Crude Oil to be delivered for local consumption under the terms of the main agreement the same price as provided for in the main agreement.
 - (ii) for all other Crude Oil the weighted average net realized price received by CONTRACTOR for comparable types and quantities sold by it during the Gregorian Calendar Year involved minus five percent (5%).

If Natural Gas (associated gas and non-associated gas) is encountered in quantities, special provisions shall be drawn up having due due alia, to the long term character of Natural Gas supply



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