



**Australian Competition & Consumer Commission**

PO Box 1199  
Dickson ACT 2602  
470 Northbourne Ave  
Dickson ACT 2602  
Australia  
Ph (02) 6243 1111  
Fax (02) 6243 1199

Our Ref: C2000/1420  
Your Ref: DDB:304452331  
Contact Officer: John Bastick  
Contact Phone: 02 6243 1364

15 March 2006

Mr David Brewster  
Partner  
Allens Arthur Robinson  
GPO Box 1776Q  
Melbourne VIC 3001

Dear Mr Brewster

**PNG Gas Project - application for authorisation A40081 – entry of AGL**

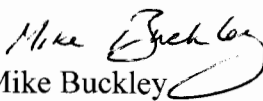
I refer to your letter of 2 March 2006 in which you notified the Australian Competition and Consumer Commission (ACCC) that the parties to the application for authorisation A40081 wish to amend their application to include AGL Gas Developments (PNG) Pty Limited (AGL) as one of the parties. This is a consequence of AGL's entry to the PNG Gas Project. Moreover, the parties have requested that the interim authorisation of 13 October 2000 also be amended to include AGL.

The ACCC has approved the amendment to the interim authorisation of 13 October 2000 to include AGL as party to that interim authorisation subject to the same conditions that apply to the existing parties. Those conditions are reproduced as an appendix to this letter.

This decision is not to be taken as an indication that the ACCC will grant final authorisation. AGL's inclusion in the application for authorisation and other issues raised in the draft determination and at the pre-decision conference will be considered by the ACCC in making its final determination.

A copy of this letter will be placed on the ACCC's website and public register.

Yours sincerely

  
Mike Buckley  
General Manager  
Access Branch



## **Appendix: Conditions of the interim authorisation**

This interim authorisation is conditional upon the parties signing a confidentiality deed substantially in the form disclosed to the ACCC and containing terms to the effect of those set out below:

- each of the Parties must keep confidential marketing information strictly confidential and will not disclose it to any person other than for the purpose of pursuing the development of the PNG Gas Project and to undertake joint marketing;
- where a Party has an interest in natural gas production or sales in Queensland, other than as a result of its participation in the PNG Gas Project, that Party must take steps to implement and maintain internal procedures as are reasonably practicable to ensure that confidential marketing information does not pass to employees and contractors of the Party engaged in carrying out negotiations in respect of those other Queensland interests. This would not prevent marketing information being shared with directors, officers and affiliates where that is necessary and appropriate for the management of each Party's business;
- in any event, confidential marketing information relating to the PNG Gas Project may be used only for the purpose of pursuing the development of the PNG Gas Project or undertaking joint marketing; and
- where it is necessary and permitted for marketing information to be disclosed to a third party by a Party, the Party shall:
  - be responsible for that third party's compliance with the terms of the confidentiality deed;
  - be liable for a breach of the confidentiality deed by the third party; and
  - enforce the confidentiality deed against the third party.

(For these purposes, 'third party' includes any director, officer, employee or contractor of a Party or an affiliate.)

This interim authorisation is granted on the basis of a commitment by the Applicants to notify the Commission of any change to or termination of the confidentiality deed and of any breach.

This interim authorisation is also granted on the basis of an assurance by the Applicants that they will not enter into discussions with potential customers without first offering to enter into a confidentiality agreement which will contain terms that are substantially the same as those in the Confidentiality Deed between the Parties described above.