

No. 48457

**Turkey, Austria, Bulgaria, Hungary
and
Romania**

Agreement among the Republic of Austria, the Republic of Bulgaria, the Republic of Hungary, Romania and the Republic of Turkey regarding the Nabucco Project (with annex). Ankara, 13 July 2009

Entry into force: *1 August 2010 by notification, in accordance with article 14*

Authentic text: *English*

Registration with the Secretariat of the United Nations: *Turkey, 1 March 2011*

**Turquie, Autriche, Bulgarie, Hongrie
et
Roumanie**

Accord entre la République d'Autriche, la République de Bulgarie, la République de Hongrie, la Roumanie et la République turque concernant le Projet Nabucco (avec annexe). Ankara, 13 juillet 2009

Entrée en vigueur : *1^{er} août 2010 par notification, conformément à l'article 14*

Texte authentique : *anglais*

Enregistrement auprès du Secrétariat des Nations Unies : *Turquie, 1^{er} mars 2011*

[ENGLISH TEXT – TEXTE ANGLAIS] *

AGREEMENT
among
the Republic of Austria,
the Republic of Bulgaria,
the Republic of Hungary,
Romania and
the Republic of Turkey
regarding
The Nabucco Project

Preamble

The Republic of Austria, the Republic of Bulgaria, the Republic of Hungary, Romania and the Republic of Turkey hereinafter referred to individually as “State Party” and collectively as “States Parties”:

deeply concerned about the energy security situation of their countries and wishing to undertake a project that will lead to diversification of supply sources, thus granting a higher level of security in the field of energy supplies for the benefit of the European Union, the Republic of Turkey and every citizen thereof;

reaffirming the Declaration adopted at the Nabucco Summit in Budapest on 27th of January 2009;

recognizing the need to co-operate in facilitating the promotion, development, construction and operation of the Nabucco Project for the secure and uninterrupted Transportation of Natural Gas in and across their respective Territories;

desiring to promote and protect the investments in the Nabucco Project and safeguard the efficient and secure development, ownership and operation of the Nabucco Pipeline System in and across their respective Territories;

taking note of the fact that the Shareholders have established an international company in order to co-operate in the promotion, development, financing, construction and operation of the Nabucco Project and that this international company in turn shall create national companies to carry out the implementation of the Project in each respective Territory;

acknowledging the need for uninterrupted, secure supplies of Natural Gas for the domestic markets of all States Parties at competitive prices and conditions;

* Published as submitted. – Publié tel que soumis.

noting that the desire of the Republic of Turkey to develop its natural gas market requires the provision of Natural Gas to it at competitive prices;

striving to open new gas supply routes to and from the Republic of Turkey and the Member States of the European Union via the Territories of the States Parties; and cognisant that reverse flow mode in the Nabucco Project assists in the security of the States Parties in emergency situations and assures the optimisation of gas networks through swaps and other commercial instruments;

noting the desire of the States Parties to create a corridor for the Transportation of Natural Gas amongst them, to be extended to third parties as appropriate; and considering the importance of creating and reinforcing an appropriate uniform and non-discriminatory general legal framework, commensurate with the transnational nature of projects such as the Nabucco Project, and the required private initiative and enterprise, to support such gas sector investment opportunities and to establish favourable conditions to justify the commitment of capital and resources to the Nabucco Project and/or across their respective Territories; and

acknowledging and appreciating the support of the Federal Republic of Germany for the Project.

Have agreed as follows:

ARTICLE 1 - THE NABUCCO PROJECT

1.1 The States Parties shall lend their full political support for, and undertake to promote, support and facilitate the measures necessary for the realisation of the Nabucco Project and the Transportation thereby of Natural Gas in and across their Territories. The States Parties shall endeavour to ensure the full co-operation of all other relevant authorities within their Territory and take all actions necessary to enable the aforesaid to be undertaken.

1.2 The States Parties acknowledge the importance to each State Party that companies have the means of procuring sufficient supplies of Natural Gas on commercial terms for the purposes of assuring security of supply, and recognise that this is necessary for the welfare and security of each citizen and that States Parties are therefore determined to act in a spirit of solidarity to achieve collective energy security; and note that such solidarity constitutes an answer to the challenges with regard to energy supply security and thus resolving to address in particular the Republic of Turkey's concerns in this area.

In the event of disruption of Natural Gas supply affecting a State Party and involving another State Party or a third country, the States Parties shall seek an expeditious resolution in accordance with the provisions of the Agreement.

1.3 The Nabucco Project, hereinafter '**the Nabucco Project**' or '**the Project**', shall mean the "Nabucco Pipeline System", as the expressly constructed Natural Gas Pipeline system, including attendant Facilities, that shall connect the Initial Entry Points to Baumgarten in the Republic of Austria, including the development, evaluation, design, acquisition, construction, installation, financing, insuring, ownership, operation, commercial exploitation, repair, replacement, refurbishment, maintenance, expansion, extension, protection, decommissioning, and activities associated or incidental thereto, all in respect of the Nabucco Project. The Nabucco Project is situated in the Territories of the States Parties, and has a final maximum Transportation capacity of 31 billion cubic meters per year along its entire length.

The Nabucco Project will be constructed, owned and operated, in accordance with the Agreement, the Project Support Agreements, and contracts governed by private law concluded between the Nabucco International Company and the Nabucco National Companies or by any of these companies *inter se* or with third parties.

ARTICLE 2

The terms used in the Agreement, including its Preamble, Article 1 and the Annex to the Agreement, and not otherwise defined herein, shall have the following meaning:

- (1) **"Agreement"** shall mean this Agreement, as the same may be amended or otherwise modified or replaced pursuant to Article 14.2.
- (2) **"Commercial Arrangement"** shall mean any contract governed by private law or other instrument with equivalent effect.
- (3) **"Contractual Congestion"** shall mean a situation where the level of firm capacity demand exceeds the technical capacity (all technical capacity is booked as firm).
- (4) **"Energy Charter Treaty"** shall mean the Energy Charter Treaty as opened for signature in Lisbon on 17th of December 1994.
- (5) **"Facilities"** shall mean the assets owned by the Nabucco Companies used for the purposes of the Nabucco Project, including but not limited to pipelines and laterals for the Transportation of Natural Gas within and/or across the Territories of the States Parties, and all installations below and above ground or on the seabed and ancillary equipment, together with any associated land, pumping, measuring, testing and metering facilities, communications, telemetry and similar equipment, all pig launching and receiving facilities, all pipelines, and other related equipment, including power lines, used to deliver any form of liquid or gaseous fuel and/or power necessary to operate compressor stations or for other system needs, cathodic protection devices and equipment, all monitoring posts, markers and sacrificial anodes, all port, terminalling, and all associated physical assets and appurtenances, including roads and other means of access and operational support, required for the proper functioning of any and all thereof.
- (6) **"Hazard"** shall mean any disproportionate, deleterious danger to or effect on public health, safety, property or the environment.
- (7) **"Impediment"** shall mean any event that occurs or any situation which arises that threatens to interrupt, curtail or otherwise impede the Project Activities in the Territory of a State Party.
- (8) **"Initial Entry Points"** shall mean the starting points of the Nabucco Project at any three points on the eastern or southern land borders of the Republic of Turkey as selected by Nabucco International Company, and, subject to agreement by the Nabucco Committee in consultation with Nabucco International Company, any other point at the eastern or southern Turkish border. The exact location of the Initial Entry Points at the respective borders is subject to the standard permitting and related authorisation procedures.
- (9) **"Land Rights"** shall mean all those rights and permits in accordance with the applicable legislation with respect to land in any Territory which grant such free and unrestricted rights, access and title as are necessary for the Project Activities, which may