Public Consultation | ANP Draft Resolution on Third-Party access to LNG Terminals

On August 7, 2025, the National Petroleum, Natural Gas and Biofuels Agency ("ANP") opened Public Consultation No. 06/2025 ("CP 06/2025") to receive contributions to two draft resolutions establishing **(i.) rules applicable to third-party access to LNG terminals; and (ii.) procedures for resolving disputes arising from access negotiations.**

Contributions window: 08/11/2025 to 09/24/2025

REGULATORY GUIDELINES

The draft aims at **regulating non-discriminatory third-party access to LNG Terminals**, as determined by Article 28 of Law No. 14,134/2021 ("Gas Law"):

> ***Art. 28. Non-discriminatory, negotiated access is ensured for interested third parties in production gathering pipelines, natural gas treatment or processing facilities, and LNG terminals.***

» The access rules currently discussed under the CP No. 06/2025 **apply only to third-party access to LNG Terminals**. Access to production gathering pipelines and natural gas processing units — also subject to a negotiated access regime — will be addressed in a separate resolution, in line with ANP's Regulatory Agenda.

BACKGROUND AND NEXT STEPS



KEY ISSUES ADDRESSED IN DRAFT RESOLUTIONS

Non-discriminatory access

» All parties involved - users, owners, interested third parties, and the terminal operator **are responsible for ensuring that agreements relating to third-party access do not result in undue advantages to one or more market participants**.

Code of Conduct and Access Practice

Each owner or operator must prepare a Code of Conduct and Access Practice for the LNG Terminal that:

a. sets the **terms and conditions applicable to the access**, including guidelines for compensation due to the operator; and
b. **guides negotiations with interested third parties.**

Capacity Offering and Contracting

» **Contracting of idle or available capacity shall occur through execution of a Terminal Use Agreement, with compensation payable to the operator.**

- **Maximum Term of the Terminal Use Agreement: 15 Years.**
- **Deadline to submit the Terminal Use Agreement to the ANP**: **15 days** after signing.

Capacity Products Offered

Scope	Programming	Modalities
Integrated Products (all LNG-chain activities available at the LNG Terminal) **Unbundled Products** (individual/stand-alone contracting)	**Operations shall take place in scheduled windows referred to as "slots."**	Shall be offered in **firm** and **interruptible** modalities, and across **different time horizons** (tenors).

Owner Preference

» **For a period of 30 years from the first Operation Authorization, preference is guaranteed to any party that is simultaneously the owns the facilities and the products handled at the LNG Terminal.**

- **First 10 Years:** the preference may apply to the LNG Terminal's **entire operational capacity**;
- **Between 10 and 30 years**: the preference shall be **reviewed every 5 years**, based on the average volumes handled during the 36 months preceding the end of the 5-year period, and may be adjusted for seasonality at ANP's discretion.

» A capacity expansion may, on a transitional basis, be subject to its own preference period, separate from that of the existing facility.

Access Compensation

» The operator shall **define the terms of the access compensation** in accordance with the **criteria set forth in the Resolution** and in a **standardized manner in the Code of Conduct and Access Practice.**

ANP **may review the compensation and the negotiated access terms and conditions** if it considers that **such conditions were not based on objective and public criteria and do not comply with** the regulatory guidelines and the applicable **Code of Conduct and Access Practice**.

» The operator and the interested third party **may negotiate additional compensation related to investment costs to increase the LNG Terminal's operational capacity** to accommodate the access request.

Contractual Congestion and Capacity Retention

» The operator shall **ascertain and report to ANP any occurrence of capacity retention**, assessing whether the usage pattern is consistent with:

a. **the profile of natural gas handling** or imports; and
b. **the capacity reserved** to the owner.

» The draft **does not** establish **objective parameters** to define ***contractual congestion***.

ANP may intervene *ex officio* if it identifies indications of capacity retention and may notify the operator and the user to implement measures for the voluntary assignment or swap of contracted unused capacity.

Connection to the Transmission Grid

- **Planning interconnection of LNG Terminals to the transmission grid is mandatory**, except where no connection is technically justified.
- ANP **will only issue construction or operation authorizations** upon presentation of the respective interconnection projects.

Accounting Segregation

- Owners of LNG Terminals—companies or consortia—who engage in other economic activities must **maintain segregated accounting for the terminal operation to prevent discriminatory practices and cross-subsidies**.
- **ANP shall have unrestricted access to accounting documents**, records, and books of owners and operators.

Transparency and Publicity of Information

- The operator must provide additional information requested by interested third parties within **15 days**, including operational data and information on investments for the LNG Terminal expansion.

The operator shall publicly disclose on its website the following information:

1. LNG Terminal characteristics and available products
2. Owner's preference at each LNG Terminal
3. Operational, Contracted, and idle capacity (in number of *slots)*
4. Standardized compensation for the services
5. Permitted natural gas specifications for the LNG Terminal
6. List and summary of signed Terminal Use Agreement
7. Receipt and Delivery capacities of interconnected facilities

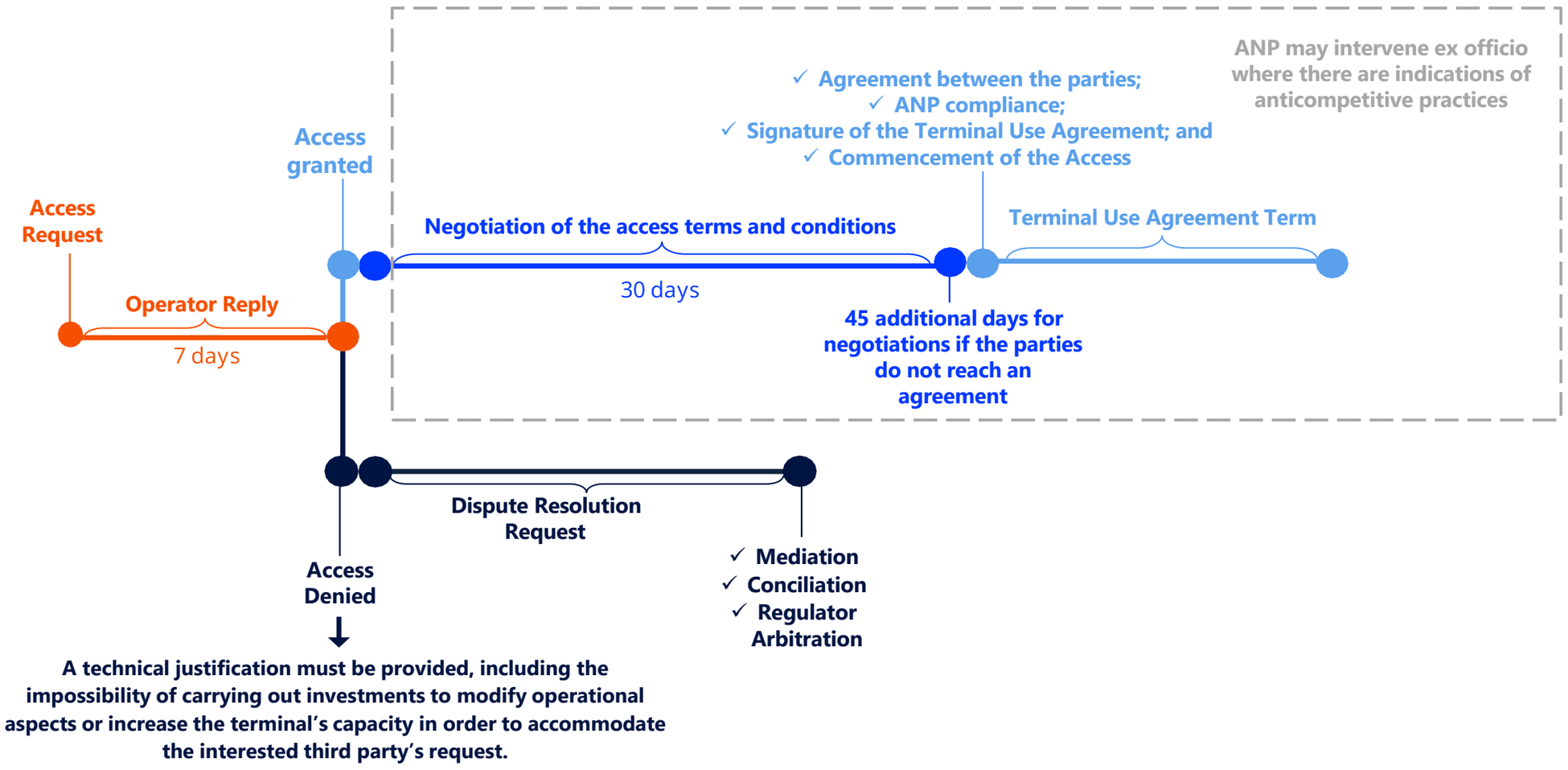
- **Terminal Use Agreements executed until the publication of the final Resolution must be submitted to ANP within 60 days from the final Resolution publication date.**
- **All negotiated terms for access must be public.**
- The draft **does not set objective criteria delineating the boundary between competitive sensitive data and information that must be made available** to interested third parties.
- In cases of Regulator Arbitration (as described below), **ANP will, at its discretion, assess whether to restrict access to information provided under confidential terms by the parties on the grounds that its disclosure would confer an economic/competitive advantage, and may reclassify such information as public.**

Resolution of Access Disputes

- ANP shall **act as the competent authority for resolving access disputes** among interested third parties, operators, or owners, and **may act *ex officio* or upon request**.
- If the third-party access dispute is considered to be relevant to the public interest or to national security of supply, during the Regulator Arbitration ANP may hold a **public hearing to gather inputs for its decision-making process.**
- If it identifies **facts that may indicate anti-competitive conduct,** ANP must immediately notify the Administrative Council for Economic Defense (CADE).

Dispute Resolution Procedures		
Voluntary		**Mandatory**
Mediation	**Conciliation**	**Regulator Arbitration**
Consensual procedure in which the **mediator appointed by ANP, without decision-making authority**, assists in developing consensual solutions.	Consensual procedure in which the **conciliator appointed by the parties, without decision-making authority**, may suggest solutions.	Administrative Proceeding with **ANP as the decision-making authority.**

Access Flow for Available or Idle Capacity



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