

Guidelines for the Release of Proprietary Seismic Data UKCS

Issue 4

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Glossary and Abbreviations

<u>Term</u>	<u>Explanation</u>
BGS	British Geological Survey
CDA	Common Data Access Limited - the entity established by Oil & Gas UK to act as a centralised industry facility for data storage and management.
Data	Means seismic Field Data and/or Final Migration Data, but excludes Value-added Data Products.
Data Group	Organisations or individuals who are parties to a Data Group Agreement with the Data Group Operator and who have appointed the Data Group Operator to act as Data Group Operator pursuant to the terms of a Data Group Agreement and "Data Owner" means any of these Data Group parties.
Data Group Agreement	The JOA and/or unit operating agreement which relates to the Data, entered into amongst the Data Group to govern operations in respect of all/part of a particular Licence/Licences.
Data Group Operator	The party appointed to act as the operator in accordance with a Data Group Agreement (usually the current or latest operating licensee nominated under a JOA and/or unit operating agreement) for all/part of a particular Licence/Licences.
Data Owner	Any member of a Data Group.
DEAL	The definitive index of UKCS licence data found at http://www.ukdeal.co.uk .
DECC	Department of Energy and Climate Change (formerly BERR and DTI).
Field Data	The archived seismic field data (including supporting navigation information) from the original seismic acquisition project.
Final Migration Data	The final seismic interpretation product from the original phase of data processing. This term is not meant to cover fast-track 'quick-look' processing but the product that effectively closes the original seismic acquisition and processing project and is archived as the original final interpreted product.
Group Shoot Data	Data that was acquired over more than one licensed area and whose ownership was shared between different Licence holding groups.
JOA	Joint Operating Agreement.
Licence	Any United Kingdom petroleum licence.
NHDA	The National Hydrocarbons Data Archive facility operated by the

<u>Term</u>	<u>Explanation</u>
	BGS on behalf of DECC into which licensees may transfer an agreed set of Data pertaining to a discrete Licence in return for relief from their perpetual obligations for Data.
Oil & Gas UK	The industry trade association (formerly known as UKOOA) which represents the whole sector working offshore in UK waters including operators, non-operators and contractors.
PON 9	Petroleum Operations Notice 9 as amended, supplemented or extended from time to time and available from the DECC website (https://www.og.decc.gov.uk/regulation/pops/pon_09.pdf).
Proprietary Seismic Data	Normally seismic data acquired and owned by oil and gas exploration and production companies and acquired under a Petroleum Production Licence. In some cases, this Data may have been acquired under an Exploration Licence. For convenience, Proprietary Seismic Data is also referred to simply as 'Data' in the Guidelines.
Recipient Group	A group of two or more companies or other entities having a contractual agreement with the Recipient Operator and who have appointed the Recipient Operator to explore, lease or develop jointly defined geographical area(s) of exploration interest.
Recipient Group Agreement	The JOA and/or unit operating agreement which relates to the Data, entered into amongst the Recipient Group to govern operations in respect of all/part of a particular Licence/Licences.
Recipient Group Member	Organisations or individuals who are parties to a Recipient Group Agreement with the Recipient Operator and who have appointed the Recipient Operator to act as Recipient Operator pursuant to the terms of a Recipient Group Agreement.
Recipient Operator	The party receiving the Data and appointed to act as the Operator in accordance with a Recipient Group Agreement.
Speculative Seismic Data	Seismic data acquired and owned by geophysical contractor companies and acquired under an Exploration Licence for the purpose of selling on, under licence, to oil and gas exploration and production companies.
UKCS	United Kingdom Continental Shelf.
Value-added Data Products	Reprocessed products generated from Field Tapes or Final Migration Data after completion of the original data processing.

1 Introduction

1.1 Objectives

- (1) The Department of Energy and Climate Change (DECC) aims to develop a licensing system which encourages the rapid and innovative exploration and development of the remaining hydrocarbon potential of the United Kingdom Continental Shelf (UKCS), together with a quicker recycling of acreage through turnover of blocks between companies and through the licensing process.
- (2) DECC and Oil & Gas UK identify two key components to making seismic data more readily available to incumbent and potential new start/entrant exploration companies. These are:
 - The ability of the industry to have open access to licensed acreage for the purpose of recording any seismic data (speculative or proprietary) (Open Access)
 - The efficient release of **Proprietary Seismic Data** (hereafter referred to simply as '**Data**')
- (3) Open Access is well-established in the UKCS. Ease of access to data will now play a major part in facilitating the fulfilment of these objectives.
- (4) DECC is committed to making Data widely and inexpensively available and, to that end, has developed these Guidelines jointly with Oil & Gas UK.

1.2 Scope of the Guidelines

Two broad categories of seismic data are recognised – Proprietary Seismic Data and Speculative Seismic Data. These Guidelines only refer to the release of Proprietary Seismic Data by operating companies.

Speculative Seismic Data release is covered under a separate agreement between DECC and the International Association of Geophysical Contractors (IACC).

1.3 Legal and Regulatory Context

- (1) Under the terms of the Petroleum Act 1998, and the production licences granted thereunder, licensees are obliged to hold accurate records in order to preserve all information about the geology of the licensed area (refer to Data Quality in Paragraph 2.5). The responsibility to retain Data in perpetuity resides jointly and severally with those licensees (Data Owners) who are (or were) party to the Licence under which the Data is acquired and have a joint and several obligation to retain the Data in perpetuity. Storage and maintenance of Data in an accurate and useable form is regarded as an expense that should be borne by licensees as part of their normal ongoing Licence obligations to the Secretary of State.

- (2) Licensees are required to provide the Secretary of State with Data acquired by production licence holders during the term of the Licence and the Secretary of State may publish any such Data on behalf of the Crown after a confidentiality period (refer to Item (5)) and after consideration of any representations made by the licensees (refer to Consent to Release Data in Paragraph 3.4).
- (3) In practice and in order to reduce unnecessary burden and expense to licensees, the Secretary of State has retained the right to receive all Data on demand rather than routinely collect it.
- (4) These Guidelines incorporate the consent previously given by Licensees to bring forward the date of release from 5 years to 4 years (effective 1 January 2004) for production licences granted up to, and including, the 19th Round. Data acquired under production licences granted under the 20th and subsequent rounds must be made available for release after a period of 3 years or on determination (i.e. termination) of the licence – refer to Paragraph 2.1 Item (2).
- (5) As stated on PON9 [insert a link to the revised PON9], these Guidelines set out DECC's arrangements for Licensees to release Proprietary Seismic Data directly to third parties. The release of Proprietary Seismic Data by Licensees under these Guidelines is viewed by DECC as being equivalent to (1) a request being made by DECC under the provision of the Model Clauses headed 'Reports to be treated as confidential' (at the request of a third party) and (2) the release of such data by DECC.

2 Guidelines

These Guidelines have been developed jointly by DECC and Oil & Gas UK to achieve the objectives set out above (and replace earlier versions published in 1998, 2004 and 2008).

2.1 Timing of Data Release

- (1) Proprietary Seismic Data will be released on the 4th anniversary (or 3rd anniversary for data associated with surveys acquired under 20th or later Round licences) of the end of the year in which Data acquisition was completed.
- (2) Data acquired under a 20th Round or later production licence that has been determined (i.e. terminated) prior to completion of the initial licence term should be made available for release in accordance with these Guidelines by the end of the year that the licence is determined.

2.2 Use of the DEAL Website

- (1) Data Group Operators are required (by virtue of PON 9) to post details of their released Data to DEAL (<http://www.ukdeal.co.uk>), allowing prospective licensees and industry in general to see what released Data exists and the responsible Data Group Operator together with their contact details.
- (2) Data details should be provided to DEAL at least 2 months prior to the release date. The DECC regulatory process will be used to ensure that the existence of both new and old seismic surveys are posted to the DEAL website. Information on posting Data to the DEAL website is available in PON 9 (available at https://www.og.decc.gov.uk/regulation/pops/pon_09.pdf).

2.3 Data Types to be Released

- (1) These Guidelines apply to conventional 2D and 3D seismic surveys. They also apply to baseline 4D seismic surveys (i.e. the first acquisition and processed data sets for a 4D survey).
- (2) Shallow seismic surveys acquired as part of a site investigation are not explicitly included within the scope of these Guidelines. However, Data Group Operators are nonetheless encouraged to use their reasonable endeavours to comply with requests for copies of such data.
- (3) The Data available for release includes:
 - The **Final Migration Data** in a digital SEG-Y format (or in a format to be mutually agreed between the Data Group Operator and the user) on a suitable medium
 - **Field Data**

- (4) Licensees are encouraged to release the Final Migration Data available through subsequent reprocessing.
- (5) The particular Data licensed by the Data Group Operator to the Recipient Operator is limited to that Data listed in the schedule (Attachment 1) that is appended to the Seismic Data Release Agreement.

2.4 Turnaround of Requests for Released Data

- (1) Data Group Operators should aim to deliver released Data to a Recipient Operator within 3 weeks of receiving a firm order.
- (2) There may be exceptional cases where delivery within 3 weeks is not possible. This could be due to multiple simultaneous requests for such Data or where Data has to be retrieved from deep storage, or large-volume Field Data sets, or old and seldom-used Data (where recovery work may be necessary). However, it is a condition of all Licences that Data is maintained in an accurate (useable, accessible and reproducible) form and Data Group Operators should only rarely have to exceed the 3-week turnaround stipulation.
- (3) For the sake of efficiency, any single request for the release of Data shall be for amounts greater than the following minimum quantities:
 - For 3D data, 50km² of data
 - For 2D data, 70 line km of data

In either case, the Data Group Operator may provide larger quantities of Data at no additional cost if the Data Group Operator deems it the most cost-effective means of satisfying the Data release request.

2.5 Data Quality

Companies who shoot seismic data under licence to the Secretary of State must hold that data in an accurate (useable, accessible and reproducible) form, in perpetuity or until such time as the Secretary of State may choose to relieve them of such obligations. Such relief will be granted by the Secretary of State in the following instances:

- (1) Where a Licence interest is assigned in the form approved by the Secretary of State (refer to Paragraph 3.2 Item (1)).
- (2) Where specific relief is granted by the Secretary of State.
- (3) Where the Data is transferred to the **National Hydrocarbons Data Archive** (NHDA) (refer to Paragraph 3.3 Item (2)).

2.6 Data is Released under Licence

- (1) The Data Group Operator requires the Recipient Operator to licence any released Data in order that title and other intellectual property rights are protected (refer also to Paragraph 2.8). The industry standard Seismic Data Release Agreement which should be used for this purpose is provided as Addendum 2 to these Guidelines.
- (2) The Seismic Data Release Agreement is executed:
between;
the **Data Group Operator**, on behalf of itself and where applicable also on behalf of all members of the Data Group with the Data Group Members being named in the relevant section of the Seismic Data Release Agreement;
and;
the **Recipient Operator**, acting on behalf of itself but where applicable also acting on behalf of other members of a Recipient Group provided that the Recipient Group Members are all named in the relevant section of the Seismic Data Release Agreement.
- (3) If the Recipient Operator wishes other members of a Recipient Group to receive copies of the licensed Data then it must include details of the Recipient Group Members in the Seismic Data Release Agreement.

2.7 Licence Fees for Released Data

- (1) Final Migration and Field Data will be licensed on a not-for-profit, 'cost-reflective' basis. It is recognised, however, that the licence fee charged for the Data may vary depending on how the Data is managed and stored by the Data Group Operators.
- (2) 'Cost-reflective' means making Data available at prices which only reflect the incremental overhead cost associated with the retrieval, copying and distribution of each specific request for Data. Where third parties are used by the Data Group Operator, 'cost-reflective' is understood to include a reasonable return on the Data release activity for the third party.
- (3) Licence fees for Value-added Data Products, ie created through subsequent reprocessing and performed at the expense of the Data Owners, may be priced at a market rate that reflects the nature of the added value. However, Data Owners are encouraged where possible to release such Value-added Data Products under the spirit of 'cost-reflective' release, particularly in cases where the reprocessing is commonly accepted throughout industry as befitting standard practices normally associated with maintaining Data in a 'state of the art' form.

- (4) In cases where the original Final Migration Data is difficult to locate or cost-inefficient to produce, then the Data Group Operator may substitute a more recent set of Data provided that it is also made available in a 'cost-reflective' manner, i.e. without any value-added premium.

2.8 Third-party Value-added Data Products

- (1) In its licensing arrangements, the Data Group Operator permits the Recipient Operator and any Recipient Group Member (i.e. Recipient Group Members) to create Value-added Data Products from released Data at the expense of the Recipient Group Members. The Recipient Group Members shall not be prevented from earning income from the subsequent licensing of its Value-added Data Products and shall be at liberty to price the products at fair market rate. Where the Recipient Group Member is an established oil and gas exploration and production company then, as per Paragraph 2.7 Item (3), such companies are encouraged, where appropriate, to release any Value-added Data Products under the spirit of 'cost-reflective' release.
- (2) A free copy of any such Recipient Group Value-added Data Products would normally represent the maximum consideration received by all Data Owners and this arrangement would normally form a condition of Field Data release by the Data Group Operator. In situations where there may be more than one set of Data Owners (e.g. Group Shoots) then the consideration would be limited to providing a copy of Value-added Data Products over acreage where Data Owners had ownership rights.
- (3) The obligation on Recipient Group Members to provide Value-added Data Products to the Data Group Operator applies only where Recipient Operators sell or license such products to others.
- (4) In its licensing arrangements with any such Recipient Operators, the Data Group Operator must ensure that the Secretary of State shall be entitled to receive a free copy of any Value-added Data Products created by Recipient Group Members for licensing or for sale if so requested.
- (5) Delivery of any such Value-added Data Products by Recipient Group Members to the Data Group Operator should be made within one week of completion of processing by such Recipient Operators. In the case of the Secretary of State, this shall be within one week of a request for a copy.
- (6) Where they have been named in the Seismic Data Release Agreement the members of the Data Group are also entitled to receive copies of Value-added Data Products from the Recipient Group Members.

3 Responsibility for Data Release Under these Guidelines

These Guidelines generally require that one of the Data Owners (normally the Data Group Operator) takes responsibility for releasing Data as described in the following paragraphs.

3.1 Routine Data Release

- (1) For Data acquired and owned by one licence-holding group, the current or most recent (in the event of an expired Licence) Data Group Operator is responsible under these Guidelines for ensuring that Data acquired under that Licence is released on time. The Data Group Operator will act on behalf of the other Data Owners associated with that Licence (the Data Group) within the terms of confidentiality laid out in their JOA and/or unit operating agreement. Such a Data Group Operator should be the party listed on DEAL as being the responsible 'Current Data Owner'.
- (2) The Data Group Operator should also ensure that it has any necessary consents from the other Data Owners in order to licence the Data and comply with the terms of its JOA and/or unit operating agreement, or other agreement governing the licensing of such Data.

3.2 Effect of Equity Transfers on Responsibility for Data Release

- (1) The transfer of licence interests to a new licensee requires the Secretary of State's consent and since 1994 this consent has been conditional on the transfer being effected by either the Master Deed or a Deed of Assignment in a form approved by the Secretary of State. Both the Master Deed and the industry standard Deed of Assignment ensure that rights and obligations with respect to Data ownership are transferred to the new Data Group Operator.

Further information can be found in Oil & Gas UK's 'Best Practices for Handling Data at the Time of Asset Transfer' at <http://www.oilandgasuk.co.uk/cmsfiles/modules/publications/pdfs/DEX10.pdf>

- (2) Where this transfer involves a change in licence operatorship then the new operator would normally become the Data Group Operator and assume responsibility for Data release. It is important that where a new operator is appointed, licensees agree who will be the Data Group Operator and notify DEAL accordingly.

3.3 Effect of Licence Determination on Release

- (1) If a Licence, under which Data has been acquired, is relinquished or otherwise determined, then the Data Group Operator extant at the time of relinquishment or determination remains responsible for the release of Data acquired.
- (2) Where Data has been transferred to the NHDA and the Secretary of State has relieved the licensees of their obligations to hold Data in perpetuity, then the responsibility to release the Data passes to the NHDA.
- (3) If a group of licensees subsequently takes out a new Licence over previously relinquished acreage and reaches an agreement to take over responsibility for Data acquired under the previous licence, with the written approval of the Secretary of State, then the new Licence operator shall become the new Data Group Operator and be responsible for release of the said legacy Data.

3.4 Objections to the Release of Data

- (1) It is the responsibility of individual Data Owners to make representations to the Secretary of State in the event they wish to withhold release of Data after the time period such data should ordinarily be released (refer to Paragraph 2.1). This representation should be made via the Data Group Operator to the Secretary of State and must be made at least 6 months prior to the official release date.
- (2) The ultimate decision over whether Data can be withheld from release resides with the Secretary of State.

3.5 Group Shoot Data

- (1) Identifying who is responsible for the release of Group Shoot Data can be complicated by some of the commercial agreements which apply to the acquisition of such data. The normal expectation is that the Data Group Operator under whose Licence the Data was originally acquired (or the Data Group Operator who managed the processing phase) is responsible for release of Data, including that in any open acreage.
- (2) If the original Data Group Operator did not have access to some of the Group Shoot Data over adjacent licensed acreage then it is the responsibility of the most recent Data Group Operator from the licensed area over which such data was shot, to release that Data.
- (3) If the primary Data Group Operator involved in acquisition is no longer active in the UKCS then the practical responsibility of release should ordinarily revert to the current largest equity holder of the group, under whose Licence the Data was acquired.

3.6 Data Release through CDA

- (1) CDA, an operating subsidiary Oil & Gas UK, has established a centralised industry facility for the storage and management of seismic data and Data Group Operators have the option of meeting their undertakings under these Guidelines directly through the service provided by CDA.
- (2) By participating in CDA, a Data Group Operator may store its releaseable Final Migration Data in the CDA Seismic DataStore and CDA may act as a contractor to the Data Group Operator as described in Clause 6 of the Seismic Data Release Agreement.
- (3) Data made available via CDA is subject to a Seismic Data Release Agreement which is executed between the Recipient Operator and the Data Group Operator except where there is power of attorney in place which permits CDA to execute the agreement on behalf of the Data Group Operator.
- (4) Parties wishing to obtain released Data from a Data Group Operator that participates in the CDA Seismic DataStore must address themselves to CDA through its portal (found at <https://www.cdadatastore.com>).

4 Managing the Guidelines

4.1 Process Monitoring and Problem Resolution

- (1) DECC and Oil & Gas UK need to understand how successful these Guidelines are at improving the availability of Proprietary Seismic Data on the UKCS. DECC is particularly keen to understand specific issues where companies feel the Guidelines are not being followed. Where issues of non-compliance are identified either through Data Group Operators seemingly not releasing in accordance with the Guidelines or by unreasonable expectation on the part of potential requestors, then DECC will endeavour to make itself available to help facilitate a satisfactory solution. If, in DECC's view, there has been clear non-compliance with the Guidelines by the Data Group Operator, DECC reserves the right to call for Data under its statutory powers and in such cases will make such Data available under licence to the aggrieved requestor.
- (2) DECC is aware of legacy broker arrangements where Data Group Operators have entered into contracts with third parties, which may contain contractual obligations making release of Data in accordance with the strict terms of these Guidelines difficult. The existence of such contracts does not override the Secretary of State's powers in relation to data release. DECC, however, does understand that considerable effort is being made to bring these legacy contracts (and all new contracts) fully into line with the spirit of these Guidelines and DECC would bear this in mind when deciding on how to recommend any use of statutory powers.

4.2 Contacts

- (1) The questionnaire and any comments, complaints or issues should be addressed in confidence (preferably by email) in the first instance to:

Energy Development Unit
Department of Energy and Climate Change
3 Whitehall Place
London SW1A 2HH
Tel: 0300 060 4000
Email: DECCcorrespondence@DECC.gsi.gov.uk

- (2) Further information on the Guidelines and their usage can also be obtained from:

Operations Directorate
Oil & Gas UK
2nd Floor, The Exchange 2
62 Market Street
Aberdeen AB11 5PJ
Tel: 01224 577 259
Email: info@oilandgasuk.co.uk

5 Released Data held by DECC

DECC holds an extensive collection of pre-1993 hardcopy 2D seismic data. These sections are catalogued on DEAL (<http://www.ukdeal.co.uk>) where registered users can browse and order information as scanned paper copies or digitised SEG-Y data through DECC's appointed release agent.

For more information, visit the DECC Oil & Gas website (https://www.og.decc.gov.uk/information/data_release/).

Addendum 1 Work Group Composition

Committee Involved with Creating the Guidelines in 2004

Peter Haile	DECC
Jackie Banner	DECC
Jim Munns	DECC
Tim Jackson	BP
Malcolm Fleming	CDA
Ian Mitchell	ExxonMobil
John Austin	RWE
Phil Walker	Shell

Committee Involved with Modifying the Guidelines in 2007

Tom Hargreaves	BG Group
Phil Harrison	DECC
Malcolm Fleming	CDA
Dave Lewis	Chevron
Jim Munns	OGIA (and Endeavour)
Paul Dymond	Oil & Gas UK
Christian Lange	Shell

Committee Involved with Modifying the Guidelines in 2011

Phil Harrison	DECC
Peter Haile	DECC
Malcolm Fleming	CDA
Dave Lewis	Chevron
Paul Dymond	Oil & Gas UK
Stephen Millar	Oil & Gas UK Legal Advisor

Addendum 2 Seismic Data Release Agreement

DATE

**SEISMIC DATA RELEASE
AGREEMENT**

between

[DATA GROUP OPERATOR]

**acting in its capacity as Data Group
Operator**

and

[RECIPIENT OPERATOR]

**acting in its capacity as Recipient
Operator**

in respect of [*insert brief details of Data*]

THIS AGREEMENT is made on the _____ day of _____

BETWEEN:

- (1) [**DATA GROUP OPERATOR**], a company incorporated in [●] (company number [number]), whose registered address is at [registered address] acting in its capacity as Data Group Operator (the “**Data Group Operator**”); and
- (2) [**RECIPIENT OPERATOR**], a company incorporated in [●] (company number [number]), whose registered address is at [registered address] acting in its capacity as Recipient Operator (the “**Recipient Operator**”).

WHEREAS:

The Data Group agrees to make available certain seismic Data to the Recipient Group, and the Recipient Group agrees to take and use such Data on the terms and conditions contained herein.

IT IS HEREBY AGREED in consideration of the mutual benefits and obligations set out herein as follows:

Definitions

1. In this Agreement, including the recital hereof and the Appendix, the following words and expressions shall have the following meanings:

“**Affiliate**” means, in relation to a Party:

- a) if the Party is a subsidiary of another company, the Party’s ultimate holding company and any subsidiary (other than the Party itself) of the Party’s ultimate holding company; or
- b) if the Party is not a subsidiary of another company, any subsidiary of the Party,

where the expression “subsidiary” and “holding company” shall have the meanings given to them by section 1159 of the Companies Act 2006, and “**Affiliates**” shall be construed accordingly;

“**Agreement**” means this agreement and the Appendix;

“**Appendix**” means the appendix to this Agreement;

“**CDA**” means Common Data Access Limited, the entity established by Oil & Gas UK to act as a centralised industry facility for the storage and management of Data;

“**Claim**” means all losses, damages, costs, liabilities, fines, penalties, judgments, remedies, liens, debts, expenses (including legal expenses on a full indemnity basis) or causes of action of whatever nature including sums paid by way of settlement or compromise;

“**Clause**” means a clause of this Agreement;

“**Consequential Loss**” means:

- a) consequential or indirect loss under English law; and
- b) loss and/or deferral of production, damage to any reservoir, geological formation or underground strata or the loss of oil or gas therefrom, loss of product, loss of use, loss of revenue, loss of profit or anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in a) above, and whether or not foreseeable at the effective date of this Agreement;

“**Contractor**” means CDA or such other party, which has been contracted by the Data Group Operator to perform, on its behalf, the obligations outlined in Clause 6;

“**Data**” means Field Data and/or Final Migration Data, but excludes Value-added Data Products;

“**Data Group**” means the following Persons who are parties to the Data Group Agreement with the Data Group Operator and who have appointed the Data Group Operator to act as Data Group Operator pursuant to the terms of the Data Group Agreement:

- a) [**company name**] (company number [**number**]) whose registered address is at [**registered address**]; and
- b) [**continue as appropriate**],

and “**Data Owner**” shall mean any one of the Persons named above;

“**Data Group Agreement**” means [**insert agreement details**];

“**Data Group Operator**” means the party appointed to act as the operator in accordance with the Data Group Agreement acting on behalf of itself and the Data Group;

“**Field Data**” means the archived field data from the original acquisition project, together with necessary supporting navigation information, as detailed in the Appendix;

“**Final Migration Data**” means the final product from the original phase of data processing, as detailed in the Appendix, excluding fast track “quick look” processing but including the product that effectively closes the original acquisition and processing project and is archived as the original final product;

“**Licence**” means any United Kingdom petroleum licence;

“**Oil & Gas UK**” means The United Kingdom Offshore Oil and Gas Industry Association trading as “**Oil & Gas UK**”, formerly known as “UKOOA”;

“**Party**” means the Data Group Operator, any Data Owner, the Recipient Operator and any Recipient Group Member together with their respective successors in title and permitted assigns; and “**Parties**” means any two or more of them;

“**Person**” means any company, firm, partnership, association, body corporate or individual;

“**Recipient Group**” means the following Persons who are parties to the Recipient Group Agreement with the Recipient Operator and who have appointed the Recipient Operator to act as Recipient Operator pursuant to the terms of the Recipient Group Agreement:

- (a) [**company name**] (company number [**number**]) whose registered address is at [**registered address**]; and
- (b) [**continue as appropriate**].

and “**Recipient Group Member**” shall mean any one of the Persons named above;

“**Recipient Group Agreement**” means [**insert agreement details**];

“**Recipient Operator**” means the party appointed to act as the operator in accordance with the Recipient Group Agreement acting on behalf of itself and the Recipient Group;

“**Secretary of State**” means the Secretary of State for Energy and Climate Change or his successors for the time being and any Person duly authorised to exercise his or her powers, functions or activities from time to time; and

“**Value-added Data Products**” means reprocessed products generated from Field Data or Final Migration Data after completion of the original data processing.

Grant of Right and Licence

2. Subject to the termination provisions set out at Clauses 24 and 25, the Data Owners grant to the Recipient Group Members, and the Recipient Group Members accept, a non-exclusive, non-transferable and irrevocable right to use the Data in accordance with this Agreement and, to the extent that the Data may be protected by copyright or other intellectual or industrial property rights belonging to the Data Owners and subject to the termination provisions set out at Clauses 24 and 25, the Recipient Group Members shall enjoy a non-exclusive, non-transferable and irrevocable licence under such rights for the purposes described herein.
3. The right to use the Data and the licence set out in Clause 2 entitle the Recipient Operator to:
 - a) *receive one (1) copy of the Data in accordance with the provisions of Clause 6; and*

- b) *use, copy or otherwise duplicate the Data for internal use by:*
- i) *the Recipient Operator and any of its Affiliates; and/or*
 - ii) *any employee, officer, independent consultant or contractor employed for the time being by the Recipient Operator or any of its Affiliates; and/or*
 - iii) *the Recipient Group Members and any of their Affiliates and their respective employees, officers, independent consultants and contractors,*

provided that:

- I) *the Recipient Operator and each Recipient Group Member shall, respectively, preserve, and cause its and their Affiliates and any of its and their employees, officers, independent consultants or contractors to preserve, the confidentiality of the Data; and*
- II) *any such copies made available under Clause 3b) are subject to the terms and conditions of this Agreement and all titles, trademarks, copyright and restricted rights notices will also be reproduced.*

Restrictions on Use of Data

- 4. *Subject to Clause 3, the Data provided pursuant to this Agreement is for the use of the Recipient Operator at the Recipient Operator's facilities or at the facilities of the Persons specified in Clause 3b) for its or their own purposes only and subject to Clauses 15 and 19 the Recipient Operator and each Recipient Group Member undertakes not otherwise to provide or make available the Data or any of it in any form to any third party without the prior written consent of the Data Group Operator.*
- 5. *Subject to Clauses 3 and 7, the Recipient Operator and each Recipient Group Member agrees that it will not, except as expressly provided for in this Agreement, or otherwise as agreed in writing with the Data Group Operator:*
 - a) *copy or duplicate the Data or any part of it; or*
 - b) *re-sell, trade or exchange the Data or part of it; or*
 - c) *make the Data or any part of it available for re-sale, trade or exchange; or*
 - d) *reprocess the Data or any part of it for the purposes of sale or re-sale.*

Provision of Data and Payment

6. *The Data shall be provided in the following manner by the Data Group Operator:*
- a) *the Data Group Operator shall make the Data available to the Recipient Operator after the Data Group Operator and the Recipient Operator agree (inter alia) the following:*
 - i) *the address (or addresses) to which the Data is to be sent and the agreed method(s) to be employed;*
 - ii) *each element of cost and the agreed fee to be paid by the Recipient Operator to the Data Group Operator for each element;*
 - iii) *the agreed payment terms; and*
 - iv) *any other commercial terms and conditions;*
 - b) *the Data Group Operator shall use its reasonable endeavours to procure that the Data is provided to the Recipient Operator within fifteen (15) business days of the execution of this Agreement; and*
 - c) *the Recipient Operator shall bear all costs of the copying and delivery of the Data whether charged by the Data Group Operator or any other party or parties agreed in writing between the Data Group Operator and the Recipient Operator.*

The Parties agree that the obligations of the Data Group Operator under this Clause 6 may be performed by its Contractor.

[Value-added Data Products]

7. *The Data Owners permit the Recipient Operator and/or each Recipient Group Member to create Value-added Data Products from the Data at its own expense, which the Recipient Operator and/or each Recipient Group Member may then choose to licence or sell to third parties. In the event that the Recipient Operator and/or each Recipient Group Member intends to licence or sell one or more Value-added Data Products to a third party, the Recipient Operator and each Recipient Group Member agrees:*
- a) *to provide one (1) free copy of each such product to the Data Group Operator within one week after the Recipient Operator and/or a Recipient Group Member [first offers to licence or sell]/[licences or sells] such Value-added Data Products;*

b) to provide one (1) free copy of each such product to the Secretary of State, if such copy is requested; and

c) to permit the Data Group Operator to provide copies of each such product to (i) the Data Group; and (ii) the Secretary of State if requested to do so,

and the Parties agree that the terms of this Agreement shall apply *mutatis mutandis* to the making available of the Value-added Data Products to the Data Group Operator and the Data Group with the defined terms the "Data Group Operator", the "Data Group", the "Data Owners" and the "Data" being read as the "Recipient Operator", the "Recipient Group", the "Recipient Group Members" and the "Value-added Data", and vice versa, such that, *inter alia*, the Recipient Group Members shall have granted to the Data Owners a non-exclusive, non-transferable and irrevocable right to use the Value-added Data in accordance with this Agreement.

The provisions of this Clause 7 shall survive the termination of this Agreement such that, without limitation, the Recipient Operator and/or each Recipient Group Member shall continue to perform their obligations under this Clause 7 notwithstanding the termination of this Agreement pursuant to Clause 24.

The obligations of the Data Owners under this Clause 7 shall be several and not joint.]

Intellectual Property Rights

8. Title to and copyright and any other intellectual or industrial property rights that may exist in the Data is and shall remain vested in the Data Owners.

Representations and Warranties

9. The Data Group Operator, the Data Owners and the Contractor (and their employees and officers) makes no representations or warranties (and expressly excludes the same, whether implied, statutory or otherwise) as to the quality, accuracy, completeness or reliability of the Data nor their fitness for any particular use or purpose, and all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law, save in the case of fraud.

10. The Recipient Operator and the Recipient Group Members acknowledge and accept that the Data licensed under this Agreement is supplied "as is".

Liabilities and Indemnities

11. The liability of the Recipient Group Members under this Agreement shall be [joint and] several to the extent of each of their respective interests in the Recipient Group.

12. The Data Group Operator, the Data Group and the Contractor and its or their Affiliates, officers and employees shall have no liability to the Recipient Operator, the Recipient Group or its or their Affiliates, independent consultants or contractors for any Claim, including but not limited to Consequential Loss, suffered or incurred by the Recipient Operator, the Recipient Group and/or its or their Affiliates and/or its or their independent consultants or contractors or any other Person arising out of or in connection with:

- a) the release of the Data and/or its or their use of the Data; and/or
- b) the performance or non-performance of this Agreement by the Recipient Operator, the Recipient Group or its or their Affiliates, independent consultants or contractors,

howsoever caused, even where caused by the negligence or breach of duty (statutory or otherwise) of the Data Group Operator, the Data Group or the Contractor and the Recipient Group Members shall defend, indemnify and hold harmless the Data Group Operator, the Data Group, the Contractor and its and their Affiliates, officers and employees against any and all such Claims.

13. The provisions of Clause 12 shall survive the termination of this Agreement.

14. The Parties agree and acknowledge that monetary damages may not be a sufficient remedy for any actual or threatened breach of this Agreement and that, in addition to all other remedies, the Data Group shall be entitled to seek the remedy of injunction, specific performance and any other equitable relief for any threatened or actual breach of the provisions of this Agreement.

Confidentiality

15. The Recipient Operator and the Recipient Group Members shall hold [the terms and conditions of this Agreement and] all Data and other information obtained from any Party in relation to this Agreement ("**Confidential Information**") in the strictest confidence and shall not disclose, trade or otherwise divulge any Confidential Information to any Person who is not a Party without the prior written consent of the Data Group Operator except that the Recipient Operator and the Recipient Group Members may make available without such prior written consent, any or all of such Confidential Information to:

- a) its Affiliates, employees, officers, independent consultants or contractors in accordance with Clause 3b);
- b) any court of law or governmental authority having statutory right to require the same or to the extent required by law;

- c) *the extent required by the rules and regulations of any recognised stock exchange on which the Recipient Operator or a Recipient Group Member's shares or the shares of their Affiliates are listed, or the Securities and Exchange Commission of the United States of America;*

provided that if any of the Recipient Operator or the Recipient Group Members becomes obliged to disclose the same it shall make all reasonable effort to give the Data Group Operator written notice of such fact prior to disclosure.

16. *Each of the Recipient Operator and the Recipient Group Members agrees:*

a) *to preserve, and to cause its Affiliates and any employee, officer, independent consultant or contractor referred to in Clause 3b) to preserve, the confidentiality of the Confidential Information;*

b) *not to use, copy or otherwise duplicate, and to cause its Affiliates and any employee, officer, independent consultant or contractor referred to in Clause 3b) not to use, copy or otherwise duplicate, any such Confidential Information for any purposes other than the exercise of its rights and fulfilment of its obligations under this Agreement.*

17. *The restrictions on disclosure in Clauses 15 and 16 above shall not apply to Confidential Information which:*

a) *is currently or subsequently becomes part of public knowledge without any breach of Clauses 15 or 16 on the part of the Recipient Operator or a Recipient Group Member or any other Person to whom the Confidential Information has been disclosed pursuant to this Agreement; or*

b) *has been disclosed, without any obligation of confidentiality, to the Recipient Operator or a Recipient Group Member by a third party (other than one disclosing on behalf of the Data Group Operator) whose possession and disclosure of such Confidential Information is lawful and who did not derive such Confidential Information from any member of the Data Group.*

18. *The obligations under Clauses 15 and 16 shall [remain in force for a period of 5 (five) years following]/[survive] the termination of this Agreement.*

19. *[The Recipient Operator and each Recipient Group Member may disclose all or part of the Data as may reasonably be necessary to a bona fide intending assignee of their rights and obligations under the Recipient Group Agreement, provided that such Recipient Operator and/or the Recipient Group Member:*

a) *procures that the bona fide intending assignee enters into a written confidentiality agreement on the same terms as Clauses 15 and 16 prior to the disclosure of any of the Data to such bona fide intending assignee; and*

b) keeps the Data under its strict control and under no circumstances will it allow such bona fide intending assignee to copy or otherwise gain access to the Data,

and provided that such Recipient Operator and/or Recipient Group Member shall be liable to the Data Group Operator for any Claims suffered by the Data Group Operator and/or the Data Group arising out of the disclosure of Data by any bona fide intending assignee to whom it has been disclosed under the terms of this Clause 19.]

20. The Recipient Operator and each Recipient Group Member shall be liable to the Data Group Operator and the Data Group for any loss or damage suffered by the Data Group Operator and the Data Group arising out of the disclosure of Confidential Information by any Person to whom it has been disclosed directly or indirectly by the Recipient Operator or the Recipient Group to the same extent as if the Confidential Information had been disclosed by the Recipient Operator or the Recipient Group.

Assignment and Subcontracting

21. The Data Group Operator and the Data Owners shall have the right to assign, on notice to the Recipient Operator, all or part of their respective rights and obligations under this Agreement to another Data Owner, an Affiliate or other Person provided that contemporaneously such Data Group Operator or Data Owner assigns or otherwise transfers any corresponding interest it has in the Data Group Agreement.

22. The Recipient Operator and the Recipient Group Members shall not be entitled to assign, transfer, sub-contract or sub-licence all or part of its rights, interests and obligations under this Agreement save that contemporaneously with an assignment or transfer by the Recipient Operator or a Recipient Group Member of all or part of its rights and obligations under the Recipient Group Agreement, the Recipient Operator or such Recipient Group Member shall be obliged to assign or transfer, subject to the prior written consent of the other Recipient Group Members (such consent not to be unreasonably withheld or delayed), a corresponding interest in this Agreement.

Duration and Termination

23. The effective date of this Agreement is the date hereof and this Agreement shall remain in full force and effect unless and until this Agreement is terminated pursuant to Clauses 24 or 25.

24. The Recipient Operator may terminate this Agreement and the rights and licence created hereunder if the Data Group Operator or any Data Group Member is in breach of any of the provisions hereof and (unless such breach is incapable of being remedied) such breach has not been remedied within thirty (30) days of the Recipient Operator giving notice in writing to the Data Group Operator.

25. *The Data Group Operator may terminate this Agreement and the rights and licence created hereunder if the Recipient Operator or any Recipient Group Member is in breach of any of the provisions hereof and (unless such breach is incapable of being remedied) such breach has not been remedied within thirty (30) days of the Data Group Operator giving written notice thereof to the Recipient Operator.*
26. *Upon termination of this Agreement and the rights and licence created hereunder, howsoever caused, the Recipient Operator shall either:*
- a) *return the Confidential Information and all copies thereof to the Data Group Operator;*
or
- b) *certify in writing to the Data Group Operator that all such Confidential Information and copies (whether held by it or others) have been irrevocably destroyed.*
27. *If the Recipient Operator is unable practically to destroy all electronically held Confidential Information the Recipient Operator undertakes that such Confidential Information not so destroyed will not be used subsequently by it or any Persons to whom it has disclosed the same and all such Confidential Information will be held by the Recipient Operator or the Recipient Group Members subject to the terms of this Agreement, including the obligations to maintain the Confidential Information as confidential.*
28. *If:*
- a) *any Affiliate of the Recipient Operator or any Recipient Group Member to whom Confidential Information has been disclosed as provided for herein ceases to be an Affiliate; and/or*
- b) *any Party to whom Confidential Information has been disclosed as provided for herein ceases to be a Recipient Group Member,*
- then the Recipient Operator or the Recipient Group Member (as appropriate) undertakes to retrieve to itself any Data, materials and records in whatsoever media related to the Data so disclosed, prior to any such Affiliate or Recipient Group Member ceasing to be such and to cause such Affiliate or Recipient Group Member to destroy all records and copies in whatsoever media of the disclosed Confidential Information.*
29. *The provisions of Clauses 27 and 28 shall survive the termination of this Agreement.*

Governing Law

30. *This Agreement shall be governed by and construed in accordance with English law and the Parties irrevocably submit to the exclusive jurisdiction of the English courts in respect of any disputes arising out of the terms of this Agreement.*

General

31. *This Agreement sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior oral and written agreements and understandings between Parties in relation thereto.*
32. *No amendment, alteration to or modification of this Agreement shall be effective unless made in writing and signed by the Data Group Operator and the Recipient Operator, respectively, in the same capacities in which they are parties to this Agreement.*
33. *No waiver by any Party of any provision of this Agreement shall be binding unless expressly confirmed in writing. Further, any such waiver shall relate only to the matter, non-compliance or breach to which it expressly relates and shall not apply to any subsequent or other matter, non-compliance or breach. No forbearance or delay by any Party in enforcing its rights under this Agreement shall prejudice the rights of that party.*
34. *If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, then, notwithstanding any such illegality, invalidity or unenforceability, this Agreement shall remain in full force and effect. The Parties shall thereupon negotiate in good faith in order to agree the terms of mutually satisfactory provisions, achieving so nearly as possible the same commercial effect, to be substituted for the provision so found to be illegal, invalid or unenforceable.*
35. *The Clause headings appearing above are inserted for convenience only and do not affect the interpretation or operation of this Agreement.*
36. *This Agreement may be executed in any number of counterparts with the same effect as if the signatures were upon a single engrossment of this Agreement, but shall not be effective until each of the Data Group Operator and the Recipient Operator has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument.*

Rights of Third Parties

37. *Save in respect of Clauses 7b) and 12, no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a Party hereto.*

Notices

38. *All notices or other communications any Party is required to send to another Party under this Agreement shall be given in writing and shall be sent to the*

address of the relevant Party as set out below, or to such other address as may be designated in writing hereafter by a Party. A facsimile transmission shall be considered to be a written notice.

The DATA GROUP OPERATOR: [FULL COMPANY NAME]

[ADDRESS]

[CITY]

[POSTCODE]

[COUNTRY]

For the Attention of: [CONTACT NAME]

Email Address [CONTACT NAME EMAIL]

Facsimile: [FAX NUMBER]

The RECIPIENT OPERATOR: [FULL COMPANY NAME]

[ADDRESS]

[CITY]

[POSTCODE]

[COUNTRY]

For the Attention of: [CONTACT NAME]

Email Address [CONTACT NAME EMAIL]

Facsimile: [FAX NUMBER]

IN WITNESS WHEREOF the Data Group Operator and the Recipient Operator have executed this Agreement as of the date first above written.

SIGNED BY

for and on behalf of

[FULL COMPANY NAME]

DATA GROUP OPERATOR

acting in its capacity as Data Group Operator

OR

Executed by)
[FULL COMPANY NAME])
DATA GROUP OPERATOR acting in its)
capacity as Data Group Operator)

on being signed by its duly authorised attorney)
.....) Duly Authorised Attorney
in the presence of:)

Signature of
witness:

Name:

Address:

Occupation:

SIGNED BY

for and on behalf of
[FULL COMPANY NAME]
RECIPIENT OPERATOR
acting in its capacity as Recipient Operator

OR

Executed by)
[FULL COMPANY NAME])
RECIPIENT OPERATOR acting in its capacity)
as Recipient Operator

on being signed by its duly authorised attorney)
.....) Duly Authorised Attorney
in the presence of:)

Signature of witness:

Name:

Address:

Occupation:

Appendix

Unique Agreement ID: CNS_REFERENCE

Operating Survey Owner: [DATA GROUP OPERATOR]

Recipient: FULL COMPANY NAME

Survey Name: [CS-9 NAME]

Type of Survey: [2D OR 3D]

Full or Part Survey: [FULL OR PART]

Data Details: See attached Survey Information Sheet (Attachment 1)

Remarks:

ATTACHMENT 1

Addendum 3

Guidelines for Completing the Seismic Data Release Agreement

General

An agreement is required for each set of Data licensed within each discrete survey.

Details of the Data associated with each Seismic Data Release Agreement must be itemised using the schedule attached to Seismic Data Release Agreement for this purpose ('ATTACHMENT 1'). The format for this attachment is not prescribed however the information it contains must be sufficiently detailed to describe the Data licensed in an unambiguous way.

An example of the format used by the CDA Seismic DataStore is attached at the end of this Addendum for information purposes.

Completing the Agreement

The template for the Seismic Data Release Agreement includes the following terms in square brackets (in order of their appearance):

Term in the Agreement (Usually contained within [square brackets])	Completion Explanation
[DATA GROUP OPERATOR] Occurs on Front Cover and elsewhere in the Agreement	Insert the full legal name of the oil company that is granting the Data licence (i.e. the company 'releasing' the Data under these Guidelines). As explained in the <i>Definitions</i> section of the Agreement this is "The party appointed to act as the operator in accordance with a Data Group Agreement (usually the current or latest operating licensee nominated under a JOA and/or unit operating agreement) for all/part of a particular Licence/Licences."
[RECIPIENT OPERATOR] Occurs on Front Cover and throughout the Agreement	Insert the full legal name of the company that is receiving a licence to use the Data under these Guidelines. This is the party receiving the Data. The Recipient Operator may be acting solely on its own behalf or (see <i>Definitions</i>) of itself or ... "acting on behalf of itself and the Recipient Group."
[insert brief details of Data] Occurs on Front Cover	Insert a short description of the Data Type and the Survey Name. For example "Final Migration Data for Survey AA3D070002".
[•] Occurs at the top of Page 2	Insert the place of incorporation of the Data Group Operator and the Recipient Operator as appropriate.
[registered address] Occurs on Page 2	Insert the registered address of the Data Group Operator and the Recipient Operator as appropriate.
[company name] (company number [number]) whose registered address is at [registered address] ; and [continue as appropriate] . Occurs on Page 3 within the Definition for	Use this section of the Agreement (if appropriate) to provide details of all the Data Group Operator's partners (if any) on the behalf of whom the Data Group Operator is acting in granting a licence for the Data. Leave these blank if the Data Group

Term in the Agreement (Usually contained within [square brackets])	Completion Explanation
"Data Group"	Operator is acting solely on its own behalf.
[insert agreement details]; Occurs on Page 3 within the Definition for "Data Group Agreement"	Insert details of the legal agreement that binds together the parties in the Data Group. This will usually be a joint venture agreement between licensees but other forms of formalised agreement may also exist.
[company name] (company number [number]) whose registered address is at [registered address] ; and [continue as appropriate] . Occurs on Page 4 within the Definition for "Recipient Group"	Use this section of the Agreement (if appropriate) to provide details of all the Recipient Operator's partners (if any) on the behalf of whom the Recipient Operator is acting in licensing the Data. Leave these blank if the Recipient Operator is acting solely on its own behalf.
[insert agreement details]; Occurs on Page 4 within the Definition for "Recipient Group Agreement"	Insert details of the legal agreement that binds together the parties in the Recipient Group. This will usually be a joint venture agreement between licensees but other forms of formalised agreement may be acceptable to the Data Group Operator.
Notices [Data Group Operator] Occurs within Part 38 (Notices) on Page 12	Complete the notice details for the Data Group Operator.
Notices [Recipient Operator] Occurs within Part 38 (Notices) on Page 12	Complete the notice details for the Recipient Operator.
[Full Company Name] DATA GROUP OPERATOR Occurs twice within the sign-off section on Pages 12 and 13	Insert the full legal name of the Data Group Operator in the applicable signature block. If the
[Full Company Name] RECIPIENT OPERATOR Occurs twice within the sign-off section on Page 13	Insert the full legal name of the Recipient Operator in the applicable signature block
Appendix	Complete the information in the Appendix as indicated below
Unique Agreement ID	CNS_REFERENCE The Data Group Operator must insert a reference number for the Agreement that is unique within that company.
Operating Survey Owner Occurs on Page 14	[DATA GROUP OPERATOR] The Data Group Operator must insert its full legal name here.
Recipient: Occurs on Page 14	[FULL COMPANY NAME] The Recipient Operator must insert its full legal name here.
Survey Name: Occurs on Page 14	[CS-9 NAME] This is the unique name (as per the CS-9 standard) for the survey to which the licensed Data belongs.
Type of Survey: Occurs on Page 14	[2D OR 3D] Indicate whether the Data being licensed belongs to either a 2D or 3D survey.
Full or Part Survey: Occurs on Page 14	[FULL OR PART] Indicate whether the Data being licensed belongs to complete or part 2D or 3D survey.

Addendum 2

DATE

SEISMIC DATA RELEASE AGREEMENT

between

[DATA GROUP OPERATOR]

**acting in its capacity as Data Group
Operator**

and

[RECIPIENT OPERATOR]

**acting in its capacity as Recipient
Operator**

in respect of *[insert brief details of Data]*

Seismic Data Release Agreement

THIS AGREEMENT is made on the _____ day of _____

BETWEEN:

- (1) [**DATA GROUP OPERATOR**], a company incorporated in [●] (company number [**number**]), whose registered address is at [**registered address**] acting in its capacity as Data Group Operator (the “**Data Group Operator**”); and
- (2) [**RECIPIENT OPERATOR**], a company incorporated in [●] (company number [**number**]), whose registered address is at [**registered address**] acting in its capacity as Recipient Operator (the “**Recipient Operator**”).

WHEREAS:

The Data Group agrees to make available certain seismic Data to the Recipient Group, and the Recipient Group agrees to take and use such Data on the terms and conditions contained herein.

IT IS HEREBY AGREED in consideration of the mutual benefits and obligations set out herein as follows:

Definitions

1. In this Agreement, including the recital hereof and the Appendix, the following words and expressions shall have the following meanings:

“**Affiliate**” means, in relation to a Party:

- a) if the Party is a subsidiary of another company, the Party’s ultimate holding company and any subsidiary (other than the Party itself) of the Party’s ultimate holding company; or
- b) if the Party is not a subsidiary of another company, any subsidiary of the Party,

where the expression “subsidiary” and “holding company” shall have the meanings given to them by section 1159 of the Companies Act 2006, and “**Affiliates**” shall be construed accordingly;

“**Agreement**” means this agreement and the Appendix;

“**Appendix**” means the appendix to this Agreement;

“**CDA**” means Common Data Access Limited, the entity established by Oil & Gas UK to act as a centralised industry facility for the storage and management of Data;

“**Claim**” means all losses, damages, costs, liabilities, fines, penalties, judgments, remedies, liens, debts, expenses (including legal expenses on a full indemnity basis) or causes of action of whatever nature including sums paid by way of settlement or compromise;

“**Clause**” means a clause of this Agreement;

“**Consequential Loss**” means:

- a) consequential or indirect loss under English law; and
- b) loss and/or deferral of production, damage to any reservoir, geological formation or underground strata or the loss of oil or gas therefrom, loss of product, loss of use, loss of revenue, loss of profit or anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in a) above, and whether or not foreseeable at the effective date of this Agreement;

“**Contractor**” means CDA or such other party, which has been contracted by the Data Group Operator to perform, on its behalf, the obligations outlined in Clause 6;

“**Data**” means Field Data and/or Final Migration Data, but excludes Value-added Data Products;

“**Data Group**” means the following Persons who are parties to the Data Group Agreement with the Data Group Operator and who have appointed the Data Group Operator to act as Data Group Operator pursuant to the terms of the Data Group Agreement:

- a) [**company name**] (company number [**number**]) whose registered address is at [**registered address**]; and
- b) [**continue as appropriate**],

and “**Data Owner**” shall mean any one of the Persons named above;

“**Data Group Agreement**” means [**insert agreement details**];

“**Data Group Operator**” means the party appointed to act as the operator in accordance with the Data Group Agreement acting on behalf of itself and the Data Group;

“**Field Data**” means the archived field data from the original acquisition project, together with necessary supporting navigation information, as detailed in the Appendix;

“**Final Migration Data**” means the final product from the original phase of data processing, as detailed in the Appendix, excluding fast track “quick look” processing but including the product that effectively closes the original acquisition and processing project and is archived as the original final product;

“**Licence**” means any United Kingdom petroleum licence;

“**Oil & Gas UK**” means The United Kingdom Offshore Oil and Gas Industry Association trading as “**Oil & Gas UK**”, formerly known as “UKOOA”;

“**Party**” means the Data Group Operator, any Data Owner, the Recipient Operator and any Recipient Group Member together with their respective successors in title and permitted assigns; and “**Parties**” means any two or more of them;

“**Person**” means any company, firm, partnership, association, body corporate or individual;

“**Recipient Group**” means the following Persons who are parties to the Recipient Group Agreement with the Recipient Operator and who have appointed the Recipient Operator to act as Recipient Operator pursuant to the terms of the Recipient Group Agreement:

- (a) [**company name**] (company number [**number**]) whose registered address is at [**registered address**]; and
- (b) [**continue as appropriate**].

and “**Recipient Group Member**” shall mean any one of the Persons named above;

“**Recipient Group Agreement**” means [**insert agreement details**];

“**Recipient Operator**” means the party appointed to act as the operator in accordance with the Recipient Group Agreement acting on behalf of itself and the Recipient Group;

“**Secretary of State**” means the Secretary of State for Energy and Climate Change or his successors for the time being and any Person duly authorised to exercise his or her powers, functions or activities from time to time; and

“**Value-added Data Products**” means reprocessed products generated from Field Data or Final Migration Data after completion of the original data processing.

Grant of Right and Licence

2. Subject to the termination provisions set out at Clauses 24 and 25, the Data Owners grant to the Recipient Group Members, and the Recipient Group Members accept, a non-exclusive, non-transferable and irrevocable right to use the Data in accordance with this Agreement and, to the extent that the Data may be protected by copyright or other intellectual or industrial property rights belonging to the Data Owners and subject to the termination provisions set out at Clauses 24 and 25, the Recipient Group Members shall enjoy a non-exclusive, non-transferable and irrevocable licence under such rights for the purposes described herein.
3. The right to use the Data and the licence set out in Clause 2 entitle the Recipient Operator to:

- a) *receive one (1) copy of the Data in accordance with the provisions of Clause 6; and*
- b) *use, copy or otherwise duplicate the Data for internal use by:*
 - i) *the Recipient Operator and any of its Affiliates; and/or*
 - ii) *any employee, officer, independent consultant or contractor employed for the time being by the Recipient Operator or any of its Affiliates; and/or*
 - iii) *the Recipient Group Members and any of their Affiliates and their respective employees, officers, independent consultants and contractors,*

provided that:

- I) *the Recipient Operator and each Recipient Group Member shall, respectively, preserve, and cause its and their Affiliates and any of its and their employees, officers, independent consultants or contractors to preserve, the confidentiality of the Data; and*
- II) *any such copies made available under Clause 3b) are subject to the terms and conditions of this Agreement and all titles, trademarks, copyright and restricted rights notices will also be reproduced.*

Restrictions on Use of Data

- 4. *Subject to Clause 3, the Data provided pursuant to this Agreement is for the use of the Recipient Operator at the Recipient Operator's facilities or at the facilities of the Persons specified in Clause 3b) for its or their own purposes only and subject to Clauses 15 and 19 the Recipient Operator and each Recipient Group Member undertakes not otherwise to provide or make available the Data or any of it in any form to any third party without the prior written consent of the Data Group Operator.*
- 5. *Subject to Clauses 3 and 7, the Recipient Operator and each Recipient Group Member agrees that it will not, except as expressly provided for in this Agreement, or otherwise as agreed in writing with the Data Group Operator:*
 - a) *copy or duplicate the Data or any part of it; or*
 - b) *re-sell, trade or exchange the Data or part of it; or*
 - c) *make the Data or any part of it available for re-sale, trade or exchange; or*

d) *reprocess the Data or any part of it for the purposes of sale or re-sale.*

Provision of Data and Payment

6. *The Data shall be provided in the following manner by the Data Group Operator:*

a) *the Data Group Operator shall make the Data available to the Recipient Operator after the Data Group Operator and the Recipient Operator agree (inter alia) the following:*

i) *the address (or addresses) to which the Data is to be sent and the agreed method(s) to be employed;*

ii) *each element of cost and the agreed fee to be paid by the Recipient Operator to the Data Group Operator for each element;*

iii) *the agreed payment terms; and*

iv) *any other commercial terms and conditions;*

b) *the Data Group Operator shall use its reasonable endeavours to procure that the Data is provided to the Recipient Operator within fifteen (15) business days of the execution of this Agreement; and*

c) *the Recipient Operator shall bear all costs of the copying and delivery of the Data whether charged by the Data Group Operator or any other party or parties agreed in writing between the Data Group Operator and the Recipient Operator.*

The Parties agree that the obligations of the Data Group Operator under this Clause 6 may be performed by its Contractor.

[Value-added Data Products

7. *The Data Owners permit the Recipient Operator and/or each Recipient Group Member to create Value-added Data Products from the Data at its own expense, which the Recipient Operator and/or each Recipient Group Member may then choose to licence or sell to third parties. In the event that the Recipient Operator and/or each Recipient Group Member intends to licence or sell one or more Value-added Data Products to a third party, the Recipient Operator and each Recipient Group Member agrees:*

- a) *to provide one (1) free copy of each such product to the Data Group Operator within one week after the Recipient Operator and/or a Recipient Group Member [first offers to licence or sell]/[licences or sells] such Value-added Data Products;*
- b) *to provide one (1) free copy of each such product to the Secretary of State, if such copy is requested; and*
- c) *to permit the Data Group Operator to provide copies of each such product to (i) the Data Group; and (ii) the Secretary of State if requested to do so,*

and the Parties agree that the terms of this Agreement shall apply mutatis mutandis to the making available of the Value-added Data Products to the Data Group Operator and the Data Group with the defined terms the "Data Group Operator", the "Data Group", the "Data Owners" and the "Data" being read as the "Recipient Operator", the "Recipient Group", the "Recipient Group Members" and the "Value-added Data", and vice versa, such that, inter alia, the Recipient Group Members shall have granted to the Data Owners a non-exclusive, non-transferable and irrevocable right to use the Value-added Data in accordance with this Agreement.

The provisions of this Clause 7 shall survive the termination of this Agreement such that, without limitation, the Recipient Operator and/or each Recipient Group Member shall continue to perform their obligations under this Clause 7 notwithstanding the termination of this Agreement pursuant to Clause 24.

The obligations of the Data Owners under this Clause 7 shall be several and not joint.]

Intellectual Property Rights

8. *Title to and copyright and any other intellectual or industrial property rights that may exist in the Data is and shall remain vested in the Data Owners.*

Representations and Warranties

9. *The Data Group Operator, the Data Owners and the Contractor (and their employees and officers) makes no representations or warranties (and expressly excludes the same, whether implied, statutory or otherwise) as to the quality, accuracy, completeness or reliability of the Data nor their fitness for any particular use or purpose, and all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law, save in the case of fraud.*
10. *The Recipient Operator and the Recipient Group Members acknowledge and accept that the Data licensed under this Agreement is supplied "as is".*

Liabilities and Indemnities

11. *The liability of the Recipient Group Members under this Agreement shall be [joint and] several to the extent of each of their respective interests in the Recipient Group.*

12. *The Data Group Operator, the Data Group and the Contractor and its or their Affiliates, officers and employees shall have no liability to the Recipient Operator, the Recipient Group or its or their Affiliates, independent consultants or contractors for any Claim, including but not limited to Consequential Loss, suffered or incurred by the Recipient Operator, the Recipient Group and/or its or their Affiliates and/or its or their independent consultants or contractors or any other Person arising out of or in connection with:*

a) *the release of the Data and/or its or their use of the Data; and/or*

b) *the performance or non-performance of this Agreement by the Recipient Operator, the Recipient Group or its or their Affiliates, independent consultants or contractors,*

howsoever caused, even where caused by the negligence or breach of duty (statutory or otherwise) of the Data Group Operator, the Data Group or the Contractor and the Recipient Group Members shall defend, indemnify and hold harmless the Data Group Operator, the Data Group, the Contractor and its and their Affiliates, officers and employees against any and all such Claims.

13. *The provisions of Clause 12 shall survive the termination of this Agreement.*

14. *The Parties agree and acknowledge that monetary damages may not be a sufficient remedy for any actual or threatened breach of this Agreement and that, in addition to all other remedies, the Data Group shall be entitled to seek the remedy of injunction, specific performance and any other equitable relief for any threatened or actual breach of the provisions of this Agreement.*

Confidentiality

15. *The Recipient Operator and the Recipient Group Members shall hold [the terms and conditions of this Agreement and] all Data and other information obtained from any Party in relation to this Agreement (“**Confidential Information**”) in the strictest confidence and shall not disclose, trade or otherwise divulge any Confidential Information to any Person who is not a Party without the prior written consent of the Data Group Operator except that the Recipient Operator and the Recipient Group Members may make available without such prior written consent, any or all of such Confidential Information to:*

a) *its Affiliates, employees, officers, independent consultants or contractors in accordance with Clause 3b);*

- b) *any court of law or governmental authority having statutory right to require the same or to the extent required by law;*
- c) *the extent required by the rules and regulations of any recognised stock exchange on which the Recipient Operator or a Recipient Group Member's shares or the shares of their Affiliates are listed, or the Securities and Exchange Commission of the United States of America;*

provided that if any of the Recipient Operator or the Recipient Group Members becomes obliged to disclose the same it shall make all reasonable effort to give the Data Group Operator written notice of such fact prior to disclosure.

16. Each of the Recipient Operator and the Recipient Group Members agrees:

- a) *to preserve, and to cause its Affiliates and any employee, officer, independent consultant or contractor referred to in Clause 3b) to preserve, the confidentiality of the Confidential Information;*
- b) *not to use, copy or otherwise duplicate, and to cause its Affiliates and any employee, officer, independent consultant or contractor referred to in Clause 3b) not to use, copy or otherwise duplicate, any such Confidential Information for any purposes other than the exercise of its rights and fulfilment of its obligations under this Agreement.*

17. The restrictions on disclosure in Clauses 15 and 16 above shall not apply to Confidential Information which:

- a) *is currently or subsequently becomes part of public knowledge without any breach of Clauses 15 or 16 on the part of the Recipient Operator or a Recipient Group Member or any other Person to whom the Confidential Information has been disclosed pursuant to this Agreement; or*
- b) *has been disclosed, without any obligation of confidentiality, to the Recipient Operator or a Recipient Group Member by a third party (other than one disclosing on behalf of the Data Group Operator) whose possession and disclosure of such Confidential Information is lawful and who did not derive such Confidential Information from any member of the Data Group.*

18. The obligations under Clauses 15 and 16 shall [remain in force for a period of 5 (five) years following]/[survive] the termination of this Agreement.

19. [The Recipient Operator and each Recipient Group Member may disclose all or part of the Data as may reasonably be necessary to a bona fide intending assignee of their rights and obligations under the Recipient Group Agreement, provided that such Recipient Operator and/or the Recipient Group Member:

- a) *procures that the bona fide intending assignee enters into a written confidentiality agreement on the same terms as Clauses 15 and 16 prior to the disclosure of any of the Data to such bona fide intending assignee; and*
- b) *keeps the Data under its strict control and under no circumstances will it allow such bona fide intending assignee to copy or otherwise gain access to the Data,*

and provided that such Recipient Operator and/or Recipient Group Member shall be liable to the Data Group Operator for any Claims suffered by the Data Group Operator and/or the Data Group arising out of the disclosure of Data by any bona fide intending assignee to whom it has been disclosed under the terms of this Clause 19.]

20. *The Recipient Operator and each Recipient Group Member shall be liable to the Data Group Operator and the Data Group for any loss or damage suffered by the Data Group Operator and the Data Group arising out of the disclosure of Confidential Information by any Person to whom it has been disclosed directly or indirectly by the Recipient Operator or the Recipient Group to the same extent as if the Confidential Information had been disclosed by the Recipient Operator or the Recipient Group.*

Assignment and Subcontracting

21. *The Data Group Operator and the Data Owners shall have the right to assign, on notice to the Recipient Operator, all or part of their respective rights and obligations under this Agreement to another Data Owner, an Affiliate or other Person provided that contemporaneously such Data Group Operator or Data Owner assigns or otherwise transfers any corresponding interest it has in the Data Group Agreement.*
22. *The Recipient Operator and the Recipient Group Members shall not be entitled to assign, transfer, sub-contract or sub-licence all or part of its rights, interests and obligations under this Agreement save that contemporaneously with an assignment or transfer by the Recipient Operator or a Recipient Group Member of all or part of its rights and obligations under the Recipient Group Agreement, the Recipient Operator or such Recipient Group Member shall be obliged to assign or transfer, subject to the prior written consent of the other Recipient Group Members (such consent not to be unreasonably withheld or delayed), a corresponding interest in this Agreement.*

Duration and Termination

23. *The effective date of this Agreement is the date hereof and this Agreement shall remain in full force and effect unless and until this Agreement is terminated pursuant to Clauses 24 or 25.*
24. *The Recipient Operator may terminate this Agreement and the rights and licence created hereunder if the Data Group Operator or any Data Group Member is in breach of any of the provisions hereof and (unless such breach is*

incapable of being remedied) such breach has not been remedied within thirty (30) days of the Recipient Operator giving notice in writing to the Data Group Operator.

25. The Data Group Operator may terminate this Agreement and the rights and licence created hereunder if the Recipient Operator or any Recipient Group Member is in breach of any of the provisions hereof and (unless such breach is incapable of being remedied) such breach has not been remedied within thirty (30) days of the Data Group Operator giving written notice thereof to the Recipient Operator.

26. Upon termination of this Agreement and the rights and licence created hereunder, howsoever caused, the Recipient Operator shall either:

a) return the Confidential Information and all copies thereof to the Data Group Operator; or

b) certify in writing to the Data Group Operator that all such Confidential Information and copies (whether held by it or others) have been irrevocably destroyed.

27. If the Recipient Operator is unable practically to destroy all electronically held Confidential Information the Recipient Operator undertakes that such Confidential Information not so destroyed will not be used subsequently by it or any Persons to whom it has disclosed the same and all such Confidential Information will be held by the Recipient Operator or the Recipient Group Members subject to the terms of this Agreement, including the obligations to maintain the Confidential Information as confidential.

28. If:

a) any Affiliate of the Recipient Operator or any Recipient Group Member to whom Confidential Information has been disclosed as provided for herein ceases to be an Affiliate; and/or

b) any Party to whom Confidential Information has been disclosed as provided for herein ceases to be a Recipient Group Member,

then the Recipient Operator or the Recipient Group Member (as appropriate) undertakes to retrieve to itself any Data, materials and records in whatsoever media related to the Data so disclosed, prior to any such Affiliate or Recipient Group Member ceasing to be such and to cause such Affiliate or Recipient Group Member to destroy all records and copies in whatsoever media of the disclosed Confidential Information.

29. The provisions of Clauses 27 and 28 shall survive the termination of this Agreement.

Governing Law

30. *This Agreement shall be governed by and construed in accordance with English law and the Parties irrevocably submit to the exclusive jurisdiction of the English courts in respect of any disputes arising out of the terms of this Agreement.*

General

31. *This Agreement sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior oral and written agreements and understandings between Parties in relation thereto.*
32. *No amendment, alteration to or modification of this Agreement shall be effective unless made in writing and signed by the Data Group Operator and the Recipient Operator, respectively, in the same capacities in which they are parties to this Agreement.*
33. *No waiver by any Party of any provision of this Agreement shall be binding unless expressly confirmed in writing. Further, any such waiver shall relate only to the matter, non-compliance or breach to which it expressly relates and shall not apply to any subsequent or other matter, non-compliance or breach. No forbearance or delay by any Party in enforcing its rights under this Agreement shall prejudice the rights of that party.*
34. *If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, then, notwithstanding any such illegality, invalidity or unenforceability, this Agreement shall remain in full force and effect. The Parties shall thereupon negotiate in good faith in order to agree the terms of mutually satisfactory provisions, achieving so nearly as possible the same commercial effect, to be substituted for the provision so found to be illegal, invalid or unenforceable.*
35. *The Clause headings appearing above are inserted for convenience only and do not affect the interpretation or operation of this Agreement.*
36. *This Agreement may be executed in any number of counterparts with the same effect as if the signatures were upon a single engrossment of this Agreement, but shall not be effective until each of the Data Group Operator and the Recipient Operator has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument.*

Rights of Third Parties

37. *Save in respect of Clauses 7b) and 12, no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a Party hereto.*

Notices

38. All notices or other communications any Party is required to send to another Party under this Agreement shall be given in writing and shall be sent to the address of the relevant Party as set out below, or to such other address as may be designated in writing hereafter by a Party. A facsimile transmission shall be considered to be a written notice.

The DATA GROUP OPERATOR: [FULL COMPANY NAME]

[ADDRESS]

[CITY]

[POSTCODE]

[COUNTRY]

For the Attention of: [CONTACT NAME]

Email Address [CONTACT NAME EMAIL]

Facsimile: [FAX NUMBER]

The RECIPIENT OPERATOR: [FULL COMPANY NAME]

[ADDRESS]

[CITY]

[POSTCODE]

[COUNTRY]

For the Attention of: [CONTACT NAME]

Email Address [CONTACT NAME EMAIL]

Facsimile: [FAX NUMBER]

IN WITNESS WHEREOF the Data Group Operator and the Recipient Operator have executed this Agreement as of the date first above written.

SIGNED BY

for and on behalf of

[FULL COMPANY NAME]

DATA GROUP OPERATOR

acting in its capacity as Data Group Operator

OR

Executed by)
[FULL COMPANY NAME])
DATA GROUP OPERATOR acting in its)
capacity as Data Group Operator)

on being signed by its duly authorised attorney)
.....) Duly Authorised Attorney
in the presence of:)

Signature of
witness:

Name:

Address:

.....

Occupation:

SIGNED BY

for and on behalf of
[FULL COMPANY NAME]
RECIPIENT OPERATOR
acting in its capacity as Recipient Operator

OR

Executed by)
[FULL COMPANY NAME])
RECIPIENT OPERATOR acting in its capacity)
as Recipient Operator

on being signed by its duly authorised attorney)
.....) Duly Authorised Attorney
in the presence of:)

Signature of
witness:

Name:

Address:

.....

Occupation: