

Guidelines for the Release of Proprietary Seismic Data UKCS

Issue 3

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London Office:

2nd Floor, 232-242 Vauxhall Bridge Road, London, SW1V 1AU.
Tel: 020 7802 2400 Fax: 020 7802 2401

Aberdeen Office:

2nd Floor, The Exchange 2, 62 Market Street, Aberdeen, AB11 5PJ.
Tel: 01224 577250

Email: info@oilandgasuk.co.uk

Website: www.oilandgasuk.co.uk

Contents

Glossary and Abbreviations

Paragraph		Page
1	Introduction	1
1.1	Objectives	1
1.2	Scope of the Guidelines	1
1.3	Legal and Regulatory Context	2
2	Guidelines	3
2.1	Timing of Data Release	3
2.2	Use of the DEAL Website	3
2.3	Data Types to be Released	3
2.4	Turnaround of Requests for Released Data	4
2.5	Data Quality	4
2.6	Data are Released Under Licence	5
2.7	Licence Fees for Released Data	5
2.8	Third-party Value-added Data Products	6
3	Responsibility for Data Release Under these Guidelines	7
3.1	Routine Data Release	8
3.2	Effect of Equity Transfers on Responsibility for Data Release	8
3.3	Release	8
3.4	Consent to Release Data	9
3.5	Group Shoot Data	9
3.6	Data Release Through CDA	9
4	Managing the Guidelines	10
4.1	Process Monitoring and Problem Resolution	10
4.2	Contacts	10
5	Released Data Held by BERR	11

Contents (cont'd)

Figure

1	Release of Data	7
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Addendum

1	Summary of UKCS Regulations Concerning Licence Data
2	Seismic Data Release Master Agreement
3	Summary of Rights and Obligations Concerning Released Proprietary Seismic Data
4	Work Group Composition

Glossary and Abbreviations

BERR	Department of Business, Enterprise and Regulatory Reform, formerly DTI.
BGS	British Geological Survey
Bona Fide Group	A group of two or more companies or other entities having a contractual agreement to explore, lease or develop jointly defined geographical area(s) of exploration interest. The concept is used to allow the sharing of released seismic within this group under the release terms but without reverting back to the Operating Data Owner.
CDA	Common Data Access Limited is a wholly-owned operating subsidiary of Oil & Gas UK.
Data	Refer to Proprietary Seismic Data.
Data Owners	Normally oil and gas exploration and production companies who are party to a licence (either current or expired), granted by the Secretary of State, under which Proprietary Seismic Data has been shot and who have legal obligations to hold that Data in perpetuity or until relieved of that obligation by the Secretary of State.
DEAL	The definitive index of UKCS licence data and may be found at http://www.ukdeal.co.uk .
Field Data	The archived field data from the original acquisition project.
Final Migration Data	The final product from the original phase of data processing. This is not meant to cover fast track 'quick look' processing but the product that effectively closes the original acquisition and processing project, and is archived as the original final product.
Group Shoot Data	Data that was acquired over more than one licensed area and whose ownership was shared between different licence holding groups.
IAGC	International Association of Geophysical Contractors
JOA	Joint Operating Agreement
NHDA	The National Hydrocarbons Data Archive is the facility operated by the BGS on behalf of BERR (under a PILOT initiative) 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.
Operating Data Owner:	The current or latest operating Data owning licensee as normally nominated under a JOA (or similar) for a particular licence. For Proprietary Seismic Data this is normally an oil and gas exploration and production company. The Operating Data Owner represents the interests of other co-licence holding Data Owners.
PON 9:	Petroleum Operations Notice 9 – refer to the BERR website http://www.og.dti.gov.uk/regulation/pons/pon_09htm .
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, these 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:	A party requesting Data on behalf of itself or any Bona Fide Group Member and used in the Seismic Data Release Master 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 Business, Enterprise and Regulatory Review (BERR) 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) BERR 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) BERR is committed to making Data widely and inexpensively available and, to that end, has developed these Guidelines jointly with Oil & Gas UK.
- (5) The primary obligations are set out in the Petroleum Act 1998 and in the licences granted thereunder. The arrangements outlined in these Guidelines relate to the manner in which such Data are released. They are not mandatory and have been in effect since 1 January 2004 (refer to Paragraph 1.3 Item (4)). However, BERR has indicated that any Data Owner implementing these Guidelines will be deemed to have complied with its obligations with respect to Data release.

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 BERR 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) Licensees have no legal obligation to publish ('release') Data but have agreed (through Oil & Gas UK) to release Data in accordance with these Guidelines. Licensees should also be aware of their own contractual obligations with respect to other Data Owners and/or owners of the Data (including geophysical contractor companies).
- (5) 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 (ie termination) of the licence – refer to Paragraph 2.1 Item (2).

2 Guidelines

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

2.1 Timing of Data Release

- (1) Proprietary Seismic Data will be released on the 4th anniversary (or 3rd anniversary for Data 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 (ie 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) **Operating Data Owners** 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 Operating Data Owner together with their contact details.
- (2) Data details should be provided to DEAL at least 2 months prior to the release date. The BERR 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 <http://www.og.dti.gov.uk/regulation/pons/index.htm> and summarised in Addendum 1).

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 (ie 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, Operating Data Owners 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 Operating Data Owner and the user) on a suitable medium
 - **Field Data**If no digital data is available, then paper and sepia records are to be provided.
- (4) Licensees are expected to release the **Final Migration Data** available through subsequent reprocessing. Licensees are also encouraged to provide details of these Data to DEAL.

2.4 Turnaround of Requests for Released Data

- (1) Operating Data Owners should aim to deliver released Data to a **Recipient** 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 Operating Data Owners 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 Operating Data Owner may provide larger quantities of Data at no additional cost if the Operating Data Owner 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 are Released Under Licence

- (1) The **Operating Data Owner** may require the **Recipient** to licence any released Data in order that title and other intellectual property rights are protected (refer also to Paragraph 2.8).
- (2) Addendum 2 is the industry standard release agreement which is encouraged under these Guidelines to be used for this purpose. Released data may be shared by the **Recipient** within a Bona Fide Group as outlined in that agreement. The rights and obligations of the **Recipient** and **Bona Fide Group** are summarised in Addendum 3 for convenience.

2.7 Licence Fees for Released Data

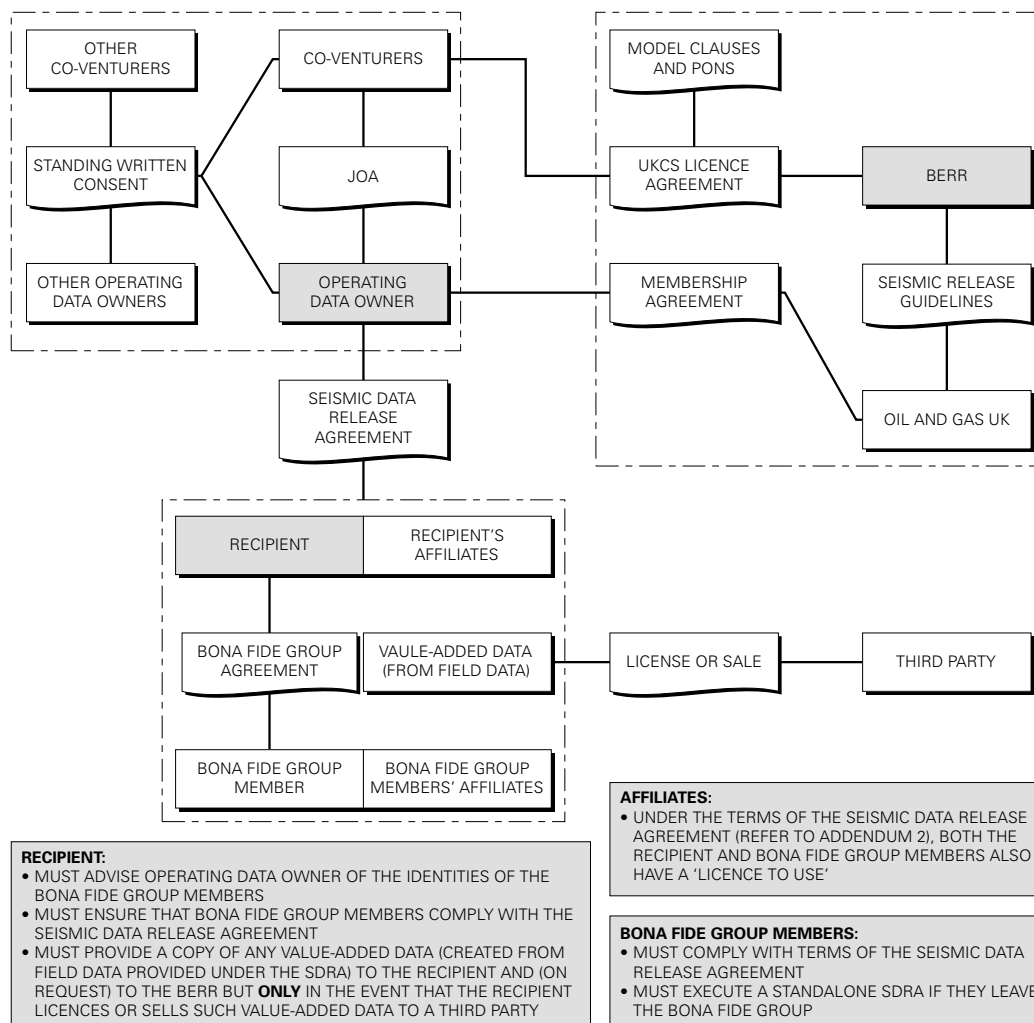
- (1) Final Migration and Field Data will be released on a not-for-profit, 'cost-reflective' basis. It is recognised, however, that the licence fee charged for the Data may vary depending on how the Data is managed and stored by the **Operating Data Owners**.
- (2) 'Cost-reflective' means making Data 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 Operating Data Owner, '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 Operating Data Owner may substitute a more recent set of migrated Data provided that it is also made available in a 'cost-reflective' manner, ie without any value-added premium.

2.8 Third-party Value-added Data Products

- (1) In its licensing arrangements, the Operating Data Owner shall permit any third party to create Value-added Data Products from released Data at the expense of the third party. The third party 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 third party is an established oil and gas exploration and production company then, as per Clause 2.7c, 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 third-party 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 Operating Data Owner. In situations where there may be more than one set of Data Owners (eg 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 third parties to provide Value-added Data Products to the Operating Data Owner applies only where third parties sell or license such products to others.
- (4) In its licensing arrangements with any such third parties, the Operating Data Owner must ensure that the Secretary of State shall also be entitled to receive a free copy of any Value-added Data Products created by third parties for licensing or for sale if so requested.
- (5) Delivery of any such Value-added Data Products by third parties to the Data Owners should be made within one week of completion of processing by such third party. In the case of the Secretary of State, this shall be within one week of a request for a copy.

3 Responsibility for Data Release Under these Guidelines

These Guidelines generally require that one of the Data Owners (normally the Operating Data Owner) takes responsibility for releasing Data as described in the following paragraphs and illustrated in Figure 1. The Operating Data Owner (or other responsible Data Owner) should ensure that their details are listed on DEAL.



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Figure 1 Release of Data

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) Operating Data Owner is responsible for ensuring that Data acquired under that licence is released on time. The Operating Data Owner will act on behalf of the other Data Owners associated with that licence within the terms of confidentiality laid out in their Joint Operating Agreement (JOA). Such an Operating Data Owner should be the party listed on DEAL as being the responsible Data Owner.
- (2) The Operating Data Owner should also ensure that it has any necessary consents from the other Data Owners in order to release the Data and comply with the terms of its operating agreement, or other agreement governing the release of such Data. It is recommended that such consents are obtained at the time that the Operating Data Owner is listed on DEAL.

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 Operating Data Owner. Further information can be found in Oil & Gas UK's Best Practices for Handling Data at the Time of Asset Transfer at <http://www.oilandgas.org.uk/ukooa/newpublications/pdfs/DEX10.pdf>.
- (2) Where this transfer involves a change in licence operatorship then the new operator would normally become the Operating Data Owner and assume responsibility for Data release. It is important that where a new operator is appointed, licensees agree who will be the Operating Data Owner and notify DEAL accordingly.

3.3 Release

- (1) If a licence, under which Data has been acquired, is relinquished or otherwise determined, then the Operating Data Owner extant at the time of relinquishment or determination should remain 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 Operating Data Owner and be responsible for release of the said legacy Data.

3.4 Consent to Release 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 Operating Data Owner to the Secretary of State and must be made at least 6 months prior to the official release date.
- (2) It is the responsibility of the Operating Data Owner to ensure that they know who has ownership rights in connection with Data. 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 Operating Data Owner under whose licence the Data was originally acquired (or the Operating Data Owner who managed the processing phase) is responsible for release of Data, including that in any open acreage.
- (2) If the original Operating Data Owner did not have access to some of the Group Shoot Data over adjacent licensed acreage then it is the responsibility of the most recent Operating Data Owner from the licensed area over which such data was shot, to release that Data.
- (3) If the primary Operating Data Owner 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

Oil & Gas UK is currently exploring the feasibility of establishing a centralised industry facility for the storage and management of seismic data through its operating subsidiary Common Data Access Limited (CDA). If the venture proceeds as planned in 2008 then Operating Data Owners would have the option of meeting their undertakings under these Guidelines directly through the service provided by CDA.

4 Managing the Guidelines

4.1 Process Monitoring and Problem Resolution

- (1) BERR and Oil & Gas UK need to understand how successful these Guidelines are at improving the availability of Proprietary Seismic Data on the UKCS. BERR 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 Operating Data Owners seemingly not releasing in accordance with the Guidelines or by unreasonable expectation on the part of potential requestors, then BERR will endeavour to make itself available to help facilitate a satisfactory solution. If, in BERR's view, there has been clear non-compliance with the Guidelines by the Operating Data Owner, BERR 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) BERR is aware of legacy broker arrangements where Operating Data Owners 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. BERR, 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 BERR 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 Business, Enterprise and Regulatory Reform
1 Victoria Street
London
SW1H 0ET

Tel: (020) 72155000
Email: berrcorrespondence@berr.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

Email: info@oilandgasuk.co.uk

5 Released Data Held by BERR

BERR holds an extensive collection of pre-1993 hardcopy 2D seismic data at its Core Store in Gilmerton, Edinburgh. 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 BERR's appointed release agent. For more information, visit the BERR Oil & Gas website (http://www.og.dti.gov.uk/information/data_release).

Addendum 1

Summary of UKCS Regulations Concerning Licence Data

General Regulations

UKCS licence regulations and voluntary agreements based upon these regulations place the following general obligations on UKCS licensees:

- (1) To retain Licence Data in a useable, accessible and reproducible form, in perpetuity (except where Licence Data is transferred to the NHDA; express consent to dispose of Licence Data is obtained from BERR; or a licence (or part thereof) is transferred under a Licence Agreement).
- (2) To provide BERR (and its agents) with copies of Licence Data on request.
- (3) To release Proprietary Seismic Data in accordance with these Guidelines.
- (4) To comply with the specific requirements set out from time to time in PON 9.

Current PON 9 (and PON 14a) Requirements

The current PON 9 and other related PONs (available from the BERR website: <http://www.og.dti.gov.uk/regulation/poms/index.htm>) include specific requirements for a licensee to:

- Provide copies of composite logs for new wells to BERR
- Provide slabbed core and sample splits to BERR for new wells
- Submit seismic navigation data and survey metadata for new seismic surveys to the BGS
- Appoint a single 'PON 9 Co-ordinator' to co-ordinate each licensee's compliance with PON 9
- Verify that the well header information on DEAL is complete and accurate for all new wells associated with its licence areas and for all such wells spudded since 1 January 1997
- Check that the seismic survey header information on DEAL is complete and accurate for all new surveys associated with its licence areas and for all such surveys acquired since 1 January 1997
- Update well and survey ownership recorded on DEAL to reflect any changes implied by asset acquisition and disposal
- Complete annual catalogue submissions to the BGS of conventional well core from wells completed (one year in arrears)
- Complete annual catalogue submissions of seismic Licence Data associated with surveys acquired (one year in arrears)

- Well Operators that are CDA members must make well report and well log data available to the CDA Well DataStore within 12 months from the completion date of a new well
- Well Operators that are not members of CDA must make well report and well log data available directly to each of the BERR Data Release Agents within 12 months of the completion date of a new well

Addendum 2

Seismic Data Release Master Agreement

THIS AGREEMENT is made on _____

BETWEEN:

- (1) [COMPANY NAME AND REGISTERED ADDRESS] (**OPERATING DATA OWNER**) acting as Operator for and on behalf of itself and any other existing Data Group Owner; and
- (2) [COMPANY NAME AND REGISTERED ADDRESS] (**RECIPIENT**) acting for and on behalf of itself and any Bona Fide Group Member.

WHEREAS:

Oil & Gas UK has developed the Guidelines under which Proprietary Seismic Data may be released under licence by the **OPERATING DATA OWNER**.

Pursuant to the Guidelines and this Agreement, the **OPERATING DATA OWNER** agrees to make available certain Data to the **RECIPIENT** and the **RECIPIENT** agrees to take and use such Data, on the terms and conditions herein contained.

IT IS HEREBY AGREED as follows:

Definitions

- (1) In this Agreement, including the recitals hereof and the Appendix, the following words and expressions shall, where the context so admits, have the following meanings:

‘Affiliate’ means:

- (a) If the **RECIPIENT** is a subsidiary of another company, the **RECIPIENT’s** ultimate holding company and any subsidiary (other than the **RECIPIENT** itself) of the **RECIPIENT’s** ultimate holding company; or
- (b) If the **RECIPIENT** is not a subsidiary of another company, any subsidiary of the **RECIPIENT**, where the expression ‘subsidiary’ and ‘holding company’ shall have the meanings respectively given to them by Section 736 of the Companies Act 1985 as amended by Section 144 of the Companies Act 1989.

‘Agent’ means a person, firm or company appointed by the **OPERATING DATA OWNER** for the receipt of notices pursuant to Clauses 15, 16 and 19.

‘Agreement’ means this agreement, including the Appendix.

‘Appendix’ means an appendix referencing this Agreement in the form set out in Appendix A to this Agreement.

'BERR' means the Department of Business, Enterprise and Regulatory Review, formerly DTI.

'Bona Fide Group' means a group of two or more Persons or other entities having a contractual agreement to explore, lease or develop jointly defined geographical area(s) of exploration interest to which the data applies.

'Bona Fide Group Member' means a company or entity within the Bona Fide Group.

'Clause' means a clause of this Agreement.

'Data' means Field Data or Final Migration Data as defined herein, but excludes Value-added Data Products.

'Data Group Owner' means any company or entity which has a proprietary right in the Data but is not the **OPERATING DATA OWNER**.

'Field Data' means the archived field data from the original acquisition project.

'Final Migration Data' means the final product from the original phase of data processing. This does not include fast track 'quick look' processing but rather the product that effectively closes the original acquisition and processing project and is archived as the original final product.

'Guidelines' means such version of the document developed and published jointly by Oil & Gas UK and BERR entitled 'Guidelines for the Release of Proprietary Seismic Data, UKCS' as is current at the date of this Agreement.

'Oil & Gas UK' means the industry trade association which represents the whole sector working offshore in UK waters including: operators (formerly known as UKOOA), non-operators and contractors.

'Party' means **OPERATING DATA OWNER** or the **RECIPIENT** together with their representative successors in title and 'Parties' means any two or more of them.

'Person' means any company, firm, partnership, association, body corporate or individual.

'Proprietary Seismic Data' means seismic data acquired and owned by **OPERATING DATA OWNER** or Data Group Owner.

'Value-added Data Products' comprise reprocessed products generated from Field Tapes or Final Migration Data after completion of the original data processing.

Grant of Right and Licence

- (2) Subject to Clauses 15 and 16, the **OPERATING DATA OWNER** grants to the **RECIPIENT**, and the **RECIPIENT** hereby accepts, a non-exclusive, non-transferable and irrevocable right to use the Data identified in a separate executed Appendix between **OPERATING DATA OWNER** and **RECIPIENT** 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 **OPERATING DATA OWNER**, the **RECIPIENT** shall enjoy a non-exclusive, non-transferable and irrevocable licence under such rights for the purposes described herein.
- (3) The licence to use the Data hereby granted entitles the **RECIPIENT** to:
 - (a) Receive one (1) copy of the Data as set out in the Appendix; and
 - (b) Use, copy or otherwise duplicate the Data for internal use by the **RECIPIENT** and any of its Affiliates and/or for use by any independent consultant or contractor employed for the time being by the **RECIPIENT** or any of its Affiliates, provided that such copies shall be 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) It is understood that the Data licensed pursuant to this Agreement is for the use of the **RECIPIENT** at the **RECIPIENT's** facilities or at the facilities of any Affiliate or independent consultant contractor referred to in Clause 3 (b) for its own purposes only and the **RECIPIENT** 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 **OPERATING DATA OWNER**.
- (5) The **RECIPIENT** agrees that it will not, except as provided for in this Agreement, or otherwise as agreed with the **OPERATING DATA OWNER**:
 - (a) Copy or duplicate the Data or any of them; or
 - (b) Re-sell, trade or exchange the Data or any of them; or
 - (c) Make the Data or any of them available for re-sale, trade or exchange; or
 - (d) Reprocess for the purposes of sale or re-sale the Data or any of them.

Provision of Data and Payment

- (6) The Data shall be provided at copying cost in the following manner:
 - (a) **RECIPIENT** and the **OPERATING DATA OWNER** shall agree a process and procedure by which the Data is made available to the **RECIPIENT** including (inter alia) the following:
 - The party (or parties) responsible for copying and forwarding the Data (or each identified subset of the Data) to the **RECIPIENT**
 - The address (or addresses) to which the Data is to be sent and the agreed method(s) to be employed

- Each element of cost and the agreed fee for each element
 - The agreed payment terms; and any other commercial terms and conditions
- (b) **OPERATING DATA OWNER** shall use its reasonable endeavours to provide the Data to the **RECIPIENT** in the form set out in the Appendix within 3 weeks of the execution of this Agreement and the executed Appendix identifying the specific Data by both Parties.
- (c) **RECIPIENT** shall bear the cost of copying and delivery of the Data whether levied by **OPERATING DATA OWNER**, **OPERATING DATA OWNER's** contractor or by any other party or parties as may be mutually agreed.

Third-party Value Added Products

- (7) **OPERATING DATA OWNER** permits **RECIPIENT** to create Value-added Data Products from the Data at its own expense, which the **RECIPIENT** may then choose to license or sell to third parties. In the event that the **RECIPIENT** intends to license or sell such Value-added Data Product to a third party, the **RECIPIENT** agrees (as provided for in the Guidelines):
- (a) To provide one free copy of such product to the **OPERATING DATA OWNER** within one week after the **RECIPIENT** first offers to license or sell (or does license or sell) such Value-added Data Products; and
 - (b) To provide one free copy of such product to the Secretary of State (BERR) if such copy is requested.

Intellectual Property Rights

- (8) Title to and copyright and any other intellectual or industrial property rights that may exist in the Data furnished to the **RECIPIENT** under this Agreement is and shall remain vested in the **OPERATING DATA OWNER**.

Representations and Warranties

- (9) (a) No officer or member of the **OPERATING DATA OWNER** makes any representations or warranties (and expressly excludes the same, whether implied, statutory or otherwise) as to the quality or reliability of the Data nor their fitness for any particular use or purpose or that the Data are error-free, and all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- (b) **RECIPIENT** acknowledges and accepts that the Data licensed under this Agreement are being supplied 'as is'.

Liabilities and Indemnities

- (10) (a) **RECIPIENT** shall indemnify **OPERATING DATA OWNER** in respect of any loss or damage suffered by **OPERATING DATA OWNER** as a result of any breach of this Agreement by the **RECIPIENT** or its Affiliates.
- (b) **OPERATING DATA OWNER** shall in no event be liable to **RECIPIENT** for punitive, indirect, incidental or consequential damage or loss and/or for any business interruption, loss of production, loss of product, loss of use, loss of revenue, profit, anticipated profit or business opportunity resulting from or arising out of the performance, non-performance or mis-performance of this Agreement or the use by the **RECIPIENT** of the Data or out of any representation (unless made fraudulently) or any implied warranty, condition or other term, or any duty at common law, whether in any case caused by negligence or breach of statutory duty of the **OPERATING DATA OWNER**, its employees or agents or otherwise howsoever arising. Nor shall **OPERATING DATA OWNER** be liable for any costs related to the use of the Data, eg costs regarding format conversions for specific uses.
- (c) The obligations under this Clause 10 shall survive termination of this Agreement.

Confidentiality

- (11) The Parties acknowledge that the Data comprises confidential information ('Confidential Information'). The **RECIPIENT** agrees:
- (a) To preserve, and to cause its Affiliates and any independent consultant or contractor referred to in Clause 3(b) and any Bona Fide Group Members and its or their respective officers and employees to preserve, the confidentiality of the Confidential Information;
- (b) Not to disclose and to cause its officers and employees not to disclose any such Confidential Information to any third party including its Affiliates and any independent consultant or contractor referred to in Clause 3(b) without first obtaining from such third party a written obligation of confidentiality in similar terms to this Clause 11 and Clause 12;
- (c) Not to use, copy or otherwise duplicate, and to cause its Affiliates and any independent consultant or contractor referred to in Clause 3(b) and any Bona Fide Group Members and its or their respective officers and employees 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.

- (12) The restrictions on disclosure in Clause 11 above shall not apply to Confidential Information which:
- (a) Is currently or subsequently becomes part of public knowledge without any breach of Clause 11 on the part of the **RECIPIENT**; or
 - (b) Has been disclosed, without any obligation of confidentiality, to the **RECIPIENT** by a third party (other than one disclosing on behalf of **OPERATING DATA OWNER**) whose possession and disclosure of such Confidential Information is lawful and who did not derive such Confidential Information from any member of **OPERATING DATA OWNER**; or
 - (c) Is required to be disclosed to the extent required by the regulations of any recognised stock exchange on which the stock or the **RECIPIENT** is listed, or to any government agency or regulatory authority lawfully requiring the same, or to any court of competent jurisdiction acting in pursuance of its powers, provided that if the **RECIPIENT** becomes obliged to disclose the same it shall first give the **OPERATING DATA OWNER** prompt notice of such fact.
- (13) Subject always to Clause 15 hereof, **RECIPIENT** may disclose and make the Data available to the Bona Fide Group Members of a Bona Fide Group of which **RECIPIENT** is a member.
- (14) **RECIPIENT** may disclose such Data as may reasonably be necessary to an interested third party strictly for the purpose of the enabling the interested third party to consider a business opportunity relating to the acquisition of an interest in a licence covering the area of the Data. **RECIPIENT** agrees that it will keep such Data under its strict control and under no circumstances will it allow such interested third party to copy or otherwise gain access to it. Should the interested third party become a Bona Fide Group Member, the provisions of Clause 16 shall apply.

Bona Fide Group

- (15) Where there exists a Bona Fide Group of which the **RECIPIENT** is a member, **RECIPIENT** shall notify **OPERATING DATA OWNER** of the identity of the other Bona Fide Group Members as soon as reasonably practicable after entering into this Agreement. **RECIPIENT** may disclose and make copies of the Data and information derived therefrom available to the other Bona Fide Group Members subject to that Bona Fide Group Member agreeing to comply with the terms of this Agreement and confirming this to the **OPERATING DATA OWNER** in such terms as the **OPERATING DATA OWNER** or, if appointed, the Agent in the following terms:

TO: [OPERATING DATA OWNER]

We, [COMPANY NAME AND REGISTERED ADDRESS] hereby confirm that we will be bound by the terms of the Seismic Data Release Master Agreement with [NAME OF RECIPIENT] with regard to the release of [DESCRIBE DATA] as fully as if we were named therein as the RECIPIENT.

EXECUTED AS A DEED BY [] AND []
for and on behalf of
RECIPIENT

- (16) In the event that a company or entity becomes a Bona Fide Group Member, the **RECIPIENT** shall notify **OPERATING DATA OWNER** of the identity of that Bona Fide Group Member as soon as reasonably practicable on joining the Bona Fide Group. The provisions of this Agreement will then apply to the new Bona Fide Group Member.
- (17) A Bona Fide Group Member which has been given access to the Data or any information derived there from in accordance with the provisions of Clause 15 shall have the same rights and obligations related to the use of the Data or such information as **RECIPIENT** has under this Agreement.
- (18) The liability hereunder of the **RECIPIENT** and any other Bona Fide Group Members of a Bona Fide Group of which the **RECIPIENT** is a member shall be several to the extent of each of their respective interests in the Bona Fide Group.
- (19) The **RECIPIENT** shall promptly inform the **OPERATING DATA OWNER** if a Bona Fide Group Member should leave the Bona Fide Group. The leaving member and any Affiliate thereof shall have no continuing right to make use of the Data or any information derived there from received under this Agreement unless it concludes a separate Seismic Data Release Agreement with the **OPERATING DATA OWNER**.

If such a Seismic Data Release Agreement is not concluded, the **RECIPIENT** shall ensure that all copies of the Data and any information derived there from which the leaving member or any Affiliate thereof may have received under this Agreement are returned forthwith to the **OPERATING DATA OWNER**.

- (20) Where a Bona Fide Group of which the **RECIPIENT** is a member ceases to exist, whether as a result of the termination or expiry of any agreement relating to the creation of such Bona Fide Group or otherwise, all Bona Fide Group Members of such Bona Fide Group at such time (other than **RECIPIENT**) shall be deemed to have left the Bona Fide Group and accordingly shall be regarded as leaving members under Clause 19.

Assignment, Subcontracting and Sub-leasing

- (21) The **RECIPIENT** shall not assign, transfer, subcontract or sub-license any or all of its rights and/or obligations under this Agreement to any third party.

Reciprocal Agreement

- (22) If the **RECIPIENT** is, or during the term of this Agreement becomes, an owner of seismic data on the UKCS, at the request of the **OPERATING DATA OWNER** shall supply such seismic data to the **OPERATING DATA OWNER** in accordance with the Guidelines and on terms and conditions no less favourable than the terms and conditions herein contained (including, without limitation, as to the Fee, if any).

Duration and Termination

- (23) The effective date of this Agreement is the hereof and this Agreement shall remain in force as long as the **RECIPIENT**, for an indefinite period of time, desires to use the Data in accordance herewith, unless this Agreement is terminated pursuant to Clause 24.
- (24) The **RECIPIENT** may terminate this Agreement and its licence hereunder at any time upon giving to the **OPERATING DATA OWNER** notice in writing to that effect. **OPERATING DATA OWNER** may terminate this Agreement and the licence hereunder if the **RECIPIENT** shall be in breach of any of the provisions hereof and such breach shall not have been remedied within 30 days of the **OPERATING DATA OWNER** giving notice thereof to the **RECIPIENT**. Upon termination of this Agreement and the licence, howsoever caused, the **RECIPIENT** shall either return to the **OPERATING DATA OWNER** the Data and all copies thereof or will certify in writing to the **OPERATING DATA OWNER** that all such Data and copies have been destroyed. If the **RECIPIENT** is unable practically or economically to destroy all electronically-held Data, the **RECIPIENT** undertakes that such Data not so destroyed will not be used subsequently by it or any persons to whom it has disclosed the same and will be held subject to the terms of this Agreement.
- (25) If any Affiliate of the **RECIPIENT** to whom Confidential Information has been disclosed as provided for herein ceases to be an Affiliate, the **RECIPIENT** undertakes to retrieve to itself any Data, materials and records in whatsoever media related to the Data so disclosed, prior to any such Affiliate ceasing to be such and to cause such Affiliate to destroy all records and copies in whatsoever media of the disclosed Confidential Information.

Governing Law

- (26) This Agreement shall be governed by and construed in accordance with English law and the Parties submit to the exclusive jurisdiction of the English courts.
- (27) All disputes and differences that may arise out of or in connection with this Agreement will be settled as far as possible by means of negotiations and conciliation between the Parties.

General

- (28) 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.
- (29) No amendment, alteration to or modification of this Agreement shall be effective unless made in writing and signed by the duly authorised representatives of both the **OPERATING DATA OWNER** and the **RECIPIENT**.
- (30) No term or condition of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have so waived or consented. Any consent by any Party to, or waiver of, breach of the other Party, whether express or implied, shall not constitute a consent to or waiver of or excuse for any other different or subsequent breach.
- (31) If, at any time, 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.
- (32) The Clause headings appearing above are inserted for convenience only and do not affect the interpretation or operation of this Agreement.

Rights of Third Parties

- (33) Save in respect of Clause 7 (b), 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

(34) 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 OPERATING DATA OWNER: [ENTITY]
[ADDRESS]
[CITY]
[POSTCODE]
[COUNTRY]
For the attention of: [CONTACT NAME]
Email address: [CONTACT NAME EMAIL]
Facsimile: [FAX NUMBER]

The RECIPIENT: [ENTITY]
[ADDRESS]
[CITY]
[POSTCODE]
[COUNTRY]
For the attention of: [CONTACT NAME]
Email address: [CONTACT NAME EMAIL]
Facsimile: [FAX NUMBER]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

SIGNED BY

for and on behalf of

[]

OPERATING DATA OWNER

SIGNED BY

for and on behalf of

[]

RECIPIENT

Appendix A

This is an Appendix to the Seismic Data Release Master Agreement dated [insert date] between [insert company name] (**OPERATING DATA OWNER**) and [insert company name] **RECIPIENT** each acting in the capacities referred to therein. Such Master Agreement and this Appendix shall together constitute the parties' agreement for the release of the Data.

Survey Name: [ID/NAME OF SURVEY BEING LICENSED]
Type of Survey: [2D or 3D] Survey
Survey Vintage: Release age, Proprietary Survey
Other Survey Identifiers: [COMMENT]

Medium	Line Ref	Low SP	High SP	Block/Area	Recording Contractor	Year Recorded	Processing Contractor	Year Processed	Data Type	Format	Comments

Completed (Fictional) Examples											
Medium	Line Ref	Low SP	High SP	Block/Area	Recording Contractor	Year Recorded	Processing Contractor	Year Processed	Data Type	Format	Comments
Digital	P48/92-01	1	520	48/08	CGG	1992	CGG	1992	Final Mig.	SEG-Y	
Digital	All P48/92			48/08	CGG	1992			Navigation	P1/90	
Paper	P48/92-18	1	218	48/08	CGG	1992	Prakla	1996	Migration		1s:10cm scale

SIGNED BY
for and on behalf of
[OPERATING DATA OWNER]

Date: _____

SIGNED BY
for and on behalf of
[RECIPIENT]

Date: _____

Addendum 3

Summary of Rights and Obligations Concerning Released Proprietary Seismic Data

This summary is provided for convenience only and does not have any contractual significance in its own right.

Recipient's Rights

- The Recipient may use for its own purposes the Proprietary Data that it licenses through the Seismic Data Release Agreement
- The Recipient may process the Field Data and reprocess the Final Migration Data associated with the Proprietary Data that it has licensed through the Seismic Data Release Agreement and may create its own Value-added Data Products from such Data
- The Recipient may distribute to its Bona Fide Group members copies of the Proprietary Data that it licenses through the Seismic Data Release Agreement and any Value-added Data Products that it creates

Recipient's Obligations

- In the event that the Recipient licenses or sells any Value-added Data Products it creates from Data or Field Data acquired from the Operating Data Owner to any Third Party then it must provide one free copy of such Value-added Data Products to:
 - The Operating Data Owner; and to
 - BERR (if requested to do so)
- The Recipient must advise the Operating Data Owner of the identity of the members of the Bona Fide Group to which it has provided copies of the Proprietary Data that it has licensed through the Seismic Data Release Agreement
- The Recipient must advise the Operating Data Owner of any company that leave the Bona Fide Group and to which it has passed copies of the Proprietary Data that the Recipient has licensed through the Seismic Data Release Agreement

Bona Fide Group Member's Rights

- A Bona Fide Group Member may use for its own purposes the Proprietary Data that the Recipient has licensed through the Seismic Data Release Agreement
- A Bona Fide Group Member may request copies from the Operating Data Owner of the Field Data associated with the Proprietary Data that the Recipient has licensed through the Seismic Data Release Agreement and may reprocess the Field Data to create its own Value-added Data Products

Bona Fide Group Member's Obligations

- In the event that a Bona Fide Group Member licenses or sells any Value-added Data Products it creates from Data or Field Data acquired from the Operating Data Owner to any Third Party then it must provide one free copy of such Value-added Data Products to:
 - The Operating Data Owner; and to
 - BERR (if requested to do so)

Addendum 4

Work Group Composition

Committee Involved with Creating the Guidelines in 2004

Peter Haile	BERR
Jackie Banner	BERR
Jim Munns	BERR
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	BERR
Malcolm Fleming	CDA
Dave Lewis	Chevron
Jim Munns	OGIA (and Endeavour)
Paul Dymond	Oil & Gas UK
Christian Lange	Shell