

**TRINIDAD AND TOBAGO SHALLOW
WATER COMPETITIVE BID ROUND 2018**

DATA USE AGREEMENT

PETROLEUM REGULATIONS (SHALLOW WATER COMPETITIVE BIDDING) ORDER 2018 DATA USE AGREEMENT

REPUBLIC OF TRINIDAD AND TOBAGO

AN AGREEMENT entered into the _____ day of _____ 2018 between the Permanent Secretary, Ministry of Energy and Energy Industries, acting for and on behalf of the Minister of Energy and Energy Industries (hereinafter called the "Disclosing Party") of the one Part and [*state Receiving Party's name*]

_____ whose registered office is situate at _____

_____ (hereinafter called the "Receiving Party") of the Other Part.

Both "Disclosing Party" and "Receiving Party" are hereinafter collectively referred to as "Parties".

WHEREBY IT IS AGREED as follows:-

1. The Disclosing Party shall deliver to the Receiving Party certain data (hereinafter referred to as the Confidential Information) as described in Attachment I with respect to Blocks NCMA 2, NCMA 3, 1(b), Lower Reverse L, U(c) and 4(c) offshore Trinidad and Tobago in pursuance of Petroleum Regulations (Shallow Water Competitive Bidding) Order 2018 for the sum of USD 40,000.

2. The Receiving Party shall be entitled to disclose the Confidential Information without the Disclosing Party's prior written consent to such of the following persons who have a clear need to know in order to evaluate the block(s):

- (a) employees, officers and directors of the Receiving Party;
- (b) employees, officers and directors of an Affiliated Company (as hereinafter defined). "Affiliated Company" shall mean any company or legal entity which either controls directly or indirectly a Party, which is controlled directly or indirectly by such Party, or is directly or indirectly controlled by a company or entity which directly or indirectly controls such Party. "Control means the right to exercise 50% or more of the voting rights in the appointment of the directors of such company;
- (c) any professional consultant or agent retained by the Receiving Party for the purpose of evaluating the Confidential Information; or
- (d) any bank financing Receiving Party's participation in exploration and production operations on the block(s), including any professional consultant retained by such bank for the purpose of evaluating the Confidential Information.

Prior to making any such disclosure to persons under subparagraphs (c) and (d) above, however, the Receiving Party shall obtain an undertaking of confidentiality, in the same form and content as this agreement, from each such person; or

- (e) any court or legislative or administrative body or as required by other applicable law or the rules of any exchange on which Receiving Party's securities are listed, to disclose any Confidential Information, such disclosure is permitted provided Receiving Party provides Disclosing Party with written notice of such required disclosure.

3. The Receiving Party undertakes on behalf of its employees, officers and directors, its Affiliated Companies and their employees, officers and directors, not to disclose or permit the disclosure of any information obtained as a result of this agreement to any person(s),

firm or corporation. Receiving Party, its Affiliated Companies, consultants and agents shall not allow or permit any person(s) to have access to or inspect any documents, drawings or other data relating to the said information or any matter pertaining thereto.

4. If the Receiving Party wishes to disclose to another person information which has been obtained as a result of this agreement then the Receiving Party shall apply in writing to the Minister for his consent to the disclosure of the Confidential Information.
5. For the purposes of this agreement, Confidential Information shall not include information which is in the Receiving Party's possession prior to the date of this agreement, or is subsequently obtained from a party other than the Disclosing Party without obligation of confidentiality or is now or subsequently becomes public information through no fault of the Receiving Party.
6. Disclosing Party represents that it owns all the information disclosed as per Attachment 1 and is duly authorised to disclose such information as contemplated by this agreement. The Disclosing Party, however, makes no representations or warranties, express or implied, as to the quality, accuracy and completeness of the Confidential Information disclosed hereunder, and the Receiving Party hereby expressly acknowledges the inherent risk of error in the acquisition, processing and interpretation of geological and geophysical data. The Disclosing Party, its officers and employees shall have no liability whatsoever with respect to the use of and reliance upon the Confidential Information by the Receiving Party.
7. This agreement shall be governed by and interpreted in accordance with the laws of The Republic of Trinidad and Tobago.

IN WITNESS WHEREOF the duly authorised representatives of the Parties with due authority have hereunto set their hands the day and year herein before written.

On behalf of the MINISTRY OF ENERGY AND ENERGY INDUSTRIES:

Signature: _____ Date: _____

Name: _____

Designation: _____

In the presence of:

Signature: _____

Name: _____

Designation: _____

On behalf of [*state full name of the Receiving Party*]

Signature: _____ Date: _____

Name: _____

Designation: _____

In the presence of:

Signature: _____

Name: _____

Designation: _____

ATTACHMENT I

Shallow Water Blocks

West Coast

Well Data

Block 1(b)

- Anole-1
- Coromandel-1
- Couva Marine-1A
- Couva Marine-2
- Couva Marine-3 & 3X
- Couva Offshore-1
- East Domoil-1
- Goodrich-1
- Iguana-1
- Iguana-2
- Manicou-1
- Manicou-2
- Manicou-3
- North Marine-5
- North Marine-16
- South Boundary-1
- South Boundary-2
- South Domoil-1
- South Domoil-2
- South Domoil-3
- South Domoil-4
- South Domoil-5
- Tarouba-1
- Tegu-1 & ST1
- Zandolie East-1 & ST1
- Zandolie West-1

Seismic Data

3D Seismic Data

- 2006 PetroCanada 1a1b 3D Survey

East Coast

Well Data

Blocks 4 (c), LRL, U (c)

- Catfish 1, ST1, ST2 & ST3
- Dynamine-1
- E-1
- E-2,ST1,ST1X
- El Nino-1 & ST1
- Heliconius-1
- Kingfish-1
- Kugler-1
- Las Cuevas-1
- LRL-1
- LRL-2
- LRL-3
- Motmot-1
- Omega-1
- Omega-2
- Osprey (OSP-OSA)-2,ST1,ST2 & ST3
- Osprey (OSP-OSA)-4
- Pamberi-1
- Red Snapper-1
- Reverse L East-1
- Reverse L West-1
- Sandpiper-1
- SE Plaisance-1
- SEG-4
- Starfish-1 & 1X
- Tanager-1
- UB-1 & 1X
- UB-2 & 2X
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Seismic Data

2D Seismic Data

2002 VERITAS TTDA 2D Survey Lines

- TD02-O03
- TD02-O24
- TD02-O262
- TD02-O282

3D Seismic Data

- **1996 Amoco LRL Survey**
- **1998 CGG Reprocessed Ua 3D Survey**
 - Acquisition Reports
 - Processing Report
- **2003 LRL Pecten 3D Survey**
 - Reprocessing Report
- **2006 EOG 4a 3D Survey**
- **2008 Southtrend 3D Survey**
 - Reprocessing Report
- **2008 Osprey 3D Survey**

North Coast

Well Data

NCMA 2 & 3

- Alma-1
- Bene-1
- Cassra-1
- Cassra-2
- Cassra-3 & 3X
- Chaconia-1
- Chaconia-2
- HH6-1
- Hibiscus-1
- Hibiscus-2A
- Hibiscus-3
- Iris-1
- KK4-1
- KK4-2 & 2ST2
- KK4-3
- KK4-5
- KK6-1

- KK6-2
- KK6-3
- KK6-4
- LL9-1
- Maracas-1
- Poinsetta-1 & 1A
- Sancoche-1

Seismic Data

2D Seismic Data

1968 NCMA 2D Survey

- 68-08
- 68-09
- 68-24

1977 NCMA 2D Survey

- 77-a
- 77-b
- 77-c

1980 NCMA 2D Survey

- 80-218
- 80-220
- 80-233
- 80-504
- 80-513
- 80-514
- 80-516
- 80-517
- 80-519

- 80-522
- 80-523
- 80200
- 80202
- 80204
- 80205
- 80206
- 80207
- 80208
- 80209
- 80210
- 80211
- 80212
- 80213
- 80214
- 80215
- 80216
- 80217
- 80219
- 80221
- 80223
- 80223a
- 80225
- 80226
- 80227
- 80227a

- 80228
- 80229
- 80230
- 80231
- 80232
- 80234
- 80235
- 80236
- 80237
- 80238
- 80240
- 80241
- 80242
- 80243
- 80244
- 80245
- 80247

1993 BGTT 2D Lines

- 93_01
- 93_02
- 93_03
- 93_04
- 93_05
- 93_06
- 93_07
- 93_08

- 93_09
- 93_10
- 93_11
- 93_12
- 93_13
- 93_14
- 93_16
- 93_18
- 93_20
- 93_22
- 93_24

2004 Petrotrin Chaconia 2D Lines

- 3001
- 3002
- 3003
- 3004
- 3005
- 3006
- 3007
- 3008
- 3009
- 3010
- 3011
- 3013
- 3015
- 3017

- 3019
- 3040
- 3050

1980 Scanned NCMA 2D Lines in NCMA 3

- Line80-500
- Line80-501(1of2)
- Line80-501(2of2)
- Line80-502
- Line80-503
- Line80-504
- Line80-505
- Line80-506
- Line80-507
- Line80-507 (1of2)
- Line80-507 (2of2)
- Line80-508 (1of2)
- Line80-508 (2of2)
- Line80-509 (1of2)
- Line80-509 (2of2)
- Line80-510
- Line80-511
- Line80-512
- Line80-513
- Line80-514
- Line80-515
- Line80-516

- Line80-517
- Line80-518
- Line80-519
- Line80-520 (1of2)
- Line80-520 (2of2)
- Line80-521
- Line80-522
- Line80-523
- Shot Pt Map_80-500Series

3D Seismic Data

- 2012 Centrica Merged NCMA 4-Block 22 3D Survey
- 2012 Niko NCMA 2 and 3 3D Survey

Other Data

- 1991 Trinidad Onshore Seep Map
- 2009 Central Range Gravity and Magnetic Data