



Government of the Republic of Trinidad and Tobago
Ministry of Energy and Energy Industries

Trinidad and Tobago Deep Water Competitive Bid Round 2021

Data Use Agreement

REPUBLIC OF TRINIDAD AND TOBAGO

THIS DATA USE AGREEMENT, entered into this day of, 202.... by and between **THE MINISTRY OF ENERGY AND ENERGY INDUSTRIES**, acting for and on behalf of the Government of the Republic of Trinidad and Tobago, having its registered office situate at Level 26, Tower C – Energy Trinidad and Tobago, International Waterfront Centre, #1 Wrightson Road, Port of Spain, Trinidad, in the Island of Trinidad and Tobago (**“Disclosing Party”**) and [State Receiving Party’s name].....
.....
.....(**“Receiving Party”**) (**“Agreement”**).

The Disclosing Party and the Receiving Party are herein referred to individually as **“Party”** or collectively as **“Parties”**.

WHEREBY IT IS AGREED as follows:-

1. In connection with the 2021 Deep Water Competitive Bid Round, the Receiving Party is desirous of evaluating certain offshore data and the Disclosing Party is willing, in accordance with the terms and conditions of this Agreement, to disclose to the Receiving Party, on a non-exclusive basis, certain confidential data as are more particularly described in **“Attachment I”**).
2. Pursuant to paragraph 1, the Disclosing Party shall make available to the Receiving Party certain data (hereinafter referred to as the Confidential Information) as described in Attachment I with respect to Blocks 23 (b), 24, 25 (a), 25 (b), 26, 27, TTDA 1, TTDA 2, TTDA 4, TTDA 8, TTDA 9, TTDA 11, TTDA 15, TTDA 25, TTDA 26, TTDA 28 and TTDA 29 located in the deep-water marine area off the Northern and Eastern coasts of Trinidad and Tobago in pursuance of Petroleum Regulations (Deep Water Competitive Bidding) Order 2021 upon payment of the pre-bid application fee of USD 40,000.

3. The Receiving Party may disclose the Confidential Information without the Disclosing Party's prior written consent only to the extent such information:
 - a) is already known to the Receiving Party or any of its Affiliated Companies as of the date of disclosure hereunder;
 - b) is already in possession of the public or becomes available to the public other than through the act or omission of the Receiving Party contrary to the term of this Agreement;
 - c) is required to be disclosed under applicable law or legally binding order of any court, government, semi-government authority, administrative or judicial body, or a requirement of a stock exchange or regulator, whether or not the requirement arises independently or as a result of any action taken by the Receiving Party or its Affiliated Companies before or after the date of this Agreement (provided that the Receiving Party shall give written notice to the Disclosing Party prior to such disclosure);
 - d) is acquired independently from a third party that represents that it has the right to disseminate such information at the time it is acquired by the Receiving Party or any of its Affiliated Companies; and/or
 - e) is developed by the Receiving Party or any of its Affiliated Companies independently of the Confidential Information received from the Disclosing Party provided that the Confidential Information is not used in the development of said information.

4. Without limitation to Paragraph 6, the Receiving Party may disclose the Confidential Information without the Disclosing Party's prior written consent to an Affiliated Company (as hereinafter defined). "**Affiliated Company**" shall mean any company or legal entity which (a) controls either directly or indirectly a Party, or (b) is controlled directly or indirectly by such Party, or (c) 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.

5. 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 Confidential Information:
 - a) employees, officers and directors of the Receiving Party;
 - b) employees, officers and directors of an Affiliated Company;
 - c) any professional consultant, contractor or agent retained by the Receiving Party or an Affiliated Company of the Receiving Party for the purpose of evaluating the Confidential Information; and
 - d) any bank or other financial institution or entity financing or proposing to finance the Receiving Party's or an Affiliated Company's participation in the Data, including any professional consultant retained by such bank for the purpose of evaluating the Confidential Information.

Prior to making any such disclosures to persons under subparagraphs (c) and (d) above, the Receiving Party shall ensure that each such person enters into a Confidentiality Agreement under the terms of this Agreement.

6. The Receiving Party shall be responsible for ensuring that all persons to whom the Confidential Information is disclosed under this Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person.
7. The Disclosing Party hereby represents and warrants that it has the right and authority to disclose the Confidential Information to the Receiving Party. The Disclosing Party, however, makes no representations or warranties, expressed or implied, as to the quality, accuracy and completeness of the Confidential Information disclosed hereunder. The Disclosing Party, its Affiliated Companies, their officers, directors and employees shall have no liability whatsoever with respect to the use of or reliance upon the Confidential Information by the Receiving Party.

8. The Confidential Information shall remain the property of the Disclosing Party and shall only be utilized by the Receiving Party for the duration of the Deep-Water Competitive Bid Round 2021. Upon the closure of the Bid Round the Receiving Party shall destroy all copies and reproductions (both written and electronic) in its possession and in the possession of persons to whom it was disclosed pursuant to Paragraphs 4 and 5 hereof. The provisions of this Paragraph 8 do not apply to the Confidential Information that must be retained under applicable law, including by stock exchange regulations or by governmental order, decree, regulation or rule.
9. This Agreement shall be governed by and construed in accordance with the Laws of the Republic of Trinidad and Tobago, excluding any choice of law rules which would refer the matter to the law of another jurisdiction.
10. (a) The Receiving Party acknowledges the competitive value of the Confidential Information and the damage to the Disclosing Party that could result if the Confidential Information is disclosed to third parties. Accordingly, the Receiving Party agrees that both injunctive relief and monetary damages, alone or in combination, are appropriate remedies for any breach of this Agreement, and that Disclosing Party may obtain injunctive relief without proof of actual damages or the posting of a bond. Such relief shall not be exclusive of other remedies to which Disclosing Party may be entitled at law or in equity.

(b) Neither the Disclosing Party nor the Receiving Party shall be entitled to special, punitive, indirect or consequential damages in connection with this Agreement and the matters contemplated hereby, and each of the Parties, for itself and on behalf of its Affiliated Companies, hereby expressly waives any right to special, punitive, indirect or consequential damages in connection with this Agreement and the matters contemplated hereby, including, without limitation, loss of profits or business interruptions, however the same may be caused

11. Any dispute arising out of or relating to this Agreement, including any question regarding its existence, validity or termination, which cannot be amicably resolved by the Parties, shall be settled by the International Chamber of Commerce before 3 arbitrators, one (1) to be appointed by each Party and the two (2) so appointed shall appoint the third (3rd) arbitrator in accordance with the arbitration rules of the International Chamber of Commerce. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. A dispute shall be deemed to have arisen when either Party notifies the other Party in writing to that effect. The arbitration proceedings shall be conducted in the English language and the seat or legal place of the arbitration shall be London, England, U.K. and the venue of all hearings shall be London, England.
12. No amendments, changes or modifications to this Agreement shall be valid except if the same are in writing and signed by a duly authorised representative of each of the Parties hereto.
13. This Agreement comprises the full and complete agreement of the Parties hereto with respect to the disclosure of the Confidential Information and supersedes and cancels all prior communications, understandings and agreements between the Parties hereto, whether written or oral, expressed or implied.
14. Nothing contained herein is intended to confer upon the Receiving Party or an Affiliated Company any right whatsoever to the Disclosing Party's Confidential Information nor should it be construed as constituting an offer by, or creating any obligation on the Receiving Party to purchase all or part of the Disclosing Party's Confidential Data.
15. Nothing contained herein is intended to and does not create a partnership, joint venture or any other business combination between the Disclosing Party and the Receiving Party (or any of their respective Affiliated Companies).

16. No Party shall release any announcement relating to this Agreement unless the form and content of such announcement has been submitted to, and agreed by, the other Party. Nothing in this paragraph 16 shall prohibit any Party from making any announcement as required by law, the rules of any stock exchange or governmental authority, judicial or regulatory body having jurisdiction over such Party or its Affiliated Companies.
17. This Agreement may be executed in counterparts, each of which shall have the effect and be considered an original of this Agreement and together constitute one and the same agreement. Electronic signatures (e.g., by PDF or other agreed format) shall have the same effect as the transmission of an executed "wet-ink" counterpart of this Agreement.
18. The Receiving Party shall bear all costs and expenses of its investigation and evaluation of the Confidential Information, including without limitation the costs, expenses, fees and disbursements of its employees, consultant and advisors and any such other costs that may arise as a result of executing this Agreement.
19. No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof.
20. (a) If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

(b) Notwithstanding Paragraph 20 (a) if any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the invalid, illegal, or unenforceable provision shall be modified to the extent necessary so that it is valid, legal, and enforceable.

21. All notices authorised or required between the Parties by any of the provisions of this Agreement shall be in written English, properly addressed to the other Party as shown below, and delivered in person, by courier, or by any electronic means of transmitting written communications that provides written confirmation of complete transmission. Oral communication does not constitute notice for purposes of this Agreement. A notice given under any provision of this Agreement shall be deemed delivered only when received by the Party to whom the notice is directed. "Received" for purposes of this paragraph shall mean actual delivery of the notice to the address or facsimile address of the Party shown below. Notices may be transmitted by e-mail provided that the recipient transmits a manual written acknowledgment of successful receipt, which the recipient shall have an affirmative duty to furnish promptly after successful receipt. Automatic delivery receipts issued without direct human authorization shall not be evidence of effective notices for purposes of this Agreement.

The Disclosing Party

THE MINISTRY OF ENERGY AND ENERGY INDUSTRIES

Level 26, Tower C – Energy Trinidad and Tobago,

International Waterfront Centre, #1 Wrightson Road, Port of Spain.

Attention : Permanent Secretary (Ag.)

E-mail : PermSec@energy.gov.tt

The Receiving Party

.....

.....

.....

Attention : _____

E-mail : _____

Telephone : _____

IN WITNESS WHEREOF, the duly authorised representatives of the Parties have caused this Agreement to be executed on the date first written above.

For and on behalf of

.....

Signature:

Name:

Title:

Date:

In the
presence
of:

Name:

Title:

Date:

For and on behalf of

**THE MINISTRY OF ENERGY AND ENERGY
INDUSTRIES**

Signature:

Name:

Title:

Permanent Secretary (Ag.)

Date:

In the
presence
of:

Name:

Title:

Date:

ATTACHMENT I

Well Data

Northern Wells

- Alice-1
- Alma-1
- Bene-1
- Betty-1
- Cassra-1
- Cassra-2
- Cassra-3
- Cassra-3x
- Chaconia-1
- Chaconia-2
- HH6-1
- HH9-1
- Hibiscus-1
- Hibiscus-2A
- Hibiscus-3
- Iris-1
- Kairi-1
- KK4-1
- KK4-2 ST2
- KK4-3
- KK4-5
- KK6-1
- KK6-2
- KK6-3
- KK6-4
- LL9-1
- Maracas-1
- North Basin-1 (NB-1)
- North Basin-2 (NB-2)
- Pointsettia-1
- Pointsettia-1A
- Sancoche-1

Eastern Wells

- Adelpha-1
- Angostura-1
- Callicore-1
- Catfish-1/1A
- Diamond-1
- Diamond-2
- Dynamine-1
- El Nino-1/1X
- Emerald-1
- Emerald-2
- Haydn-1
- Heliconius-1
- Ibis Deep-1
- Kugler-1
- Las Cuevas-1
- Liszt-1
- Manakin-1
- Peppersauce-1
- Red Snapper-1
- Sandpiper-1
- Savannah-1
- SE Plaisance-1
- Starfish-1/ 1X
- Starfish-2
- Burrokeet-1
- Burrokeet-2
- Broadside-1 ST1
- Concepcion-1
- Hi-Hat-1
- Victoria-1
- Bele-1
- Bele-1 ST1
- Bele-1 ST2
- Bongos-1
- Bongos-2
- Le Clerc-1
- Le Clerc-1 ST1

- Tuk-1
- Carnival-1
- Boom-1

Seismic Data

2002 Veritas Trinidad and Tobago Deep Atlantic Area (TTDAA) 2D

- | | | |
|--------|-------|---------|
| • 0001 | • B04 | • 009 |
| • A02 | • B05 | • 010 |
| • A03 | • B06 | • 012 |
| • A04 | • B07 | • 013 |
| • A06 | • B08 | • 014 |
| • A07 | • B10 | • 015 |
| • A08 | • B11 | • 016 |
| • A10 | • B12 | • 017 |
| • A11 | • B13 | • 018 |
| • A12 | • B14 | • 019 |
| • A14 | • B15 | • 020 |
| • A15 | • B16 | • 021 |
| • A16 | • B18 | • 022 |
| • A18 | • B19 | • 023 |
| • A19 | • B20 | • 024 |
| • A20 | • B21 | • 025 |
| • A22 | • B22 | • 026 |
| • A23 | • B23 | • 028 |
| • A24 | • B24 | • 0162 |
| • A26 | • B26 | • 0262 |
| • A27 | • B27 | • 0282 |
| • A28 | • B28 | • 02001 |
| • A30 | • B29 | • 02002 |
| • A31 | • B30 | • 02004 |
| • A32 | • B31 | • 02006 |
| • A34 | • B32 | • 02008 |
| • A35 | • 003 | • 02021 |
| • B02 | • 005 | • 02029 |
| • B03 | • 007 | • 02030 |

1980 Western Geophysical 2D

- 273A
- 273B
- 275A
- 281A
- 288A
- 296
- 298
- 300
- 303
- 308
- 308A
- 308B
- 316
- 316A
- 322
- 322A
- 324
- 332
- 338A
- 363A
- 369A
- 375
- 381A
- 391
- 407
- 409

1996 Amoco YEVQ 2D

- YEVQ-1
- YEVQ-2
- YEVQ-3
- YEVQ-4
- YEVQ-5
- YEVQ-6
- YEVQ-7
- YEVQ-8
- YEVQ-9
- YEVQ-1

2018_CGG_TT3D - 2Dextracts

- Inline 2001
- Inline 2481
- Inline 2961
- Inline 3441
- Inline 3921
- Inline 4277
- Inline 4757
- Inline 5237
- Inline 5717
- Inline 6197
- Inline 6677
- Inline 7157
- Inline 6941
- Inline 7421
- Inline 7393
- Inline 7873
- Inline 8353
- Inline 8833
- Inline 9313
- Inline 9653
- Inline 10133
- Inline 10613
- Inline 11093
- Inline 11573
- Inline 12053
- Inline 12533
- Inline 13013
- Inline 13493
- Inline 13973
- Inline 14453
- Inline 14933
- Inline 15413
- Inline 15893
- Inline 16373
- Inline 16853
- Inline 17333
- Inline 17813
- Inline 17737
- Inline 18217
- Inline 18697
- Inline 19177
- Inline 19009
- Inline 19181
- Inline 19661
- Inline 19709
- Inline 20189
- Inline 19841
- Inline 20321
- Inline 20801
- Inline 20813
- Inline 21293

- Inline 21661
- Inline 22141
- Inline 22621
- XLine 24441
- XLine 24921
- XLine 25401
- XLine 25881
- XLine 26361
- XLine 26841
- XLine 27321
- XLine 27801
- XLine 28281
- XLine 28511
- XLine 28991
- XLine 29471
- XLine 29951
- XLine 30431
- XLine 30911
- XLine 31391
- XLine 31871
- XLine 32351
- XLine 32831
- XLine 32841
- XLine 33065
- XLine 33545
- XLine 33523
- XLine 34003
- XLine 34483
- Inline 23101
- Inline 23581
- Inline 24061
- XLine 34963
- XLine 35443
- XLine 35923
- XLine 36403
- XLine 36883
- XLine 37363
- XLine 37843
- XLine 38323
- XLine 38803
- XLine 39283
- XLine 39763
- XLine 40243
- XLine 40723
- XLine 41203
- XLine 41683
- XLine 42163
- XLine 42643
- XLine 43123
- XLine 43603
- XLine 44083
- XLine 44563
- XLine 45043
- XLine 45523
- XLine 46003
- XLine 46483
- Inline 24541
- Inline 25021
- Inline 24901
- XLine 46963
- XLine 47443
- XLine 47923
- XLine 47709
- XLine 47845
- XLine 48325
- XLine 48805
- XLine 48795
- XLine 49275
- XLine 49181
- XLine 49335
- XLine 49815
- XLine 50295
- XLine 49979
- XLine 50459
- XLine 50939
- XLine 51419
- XLine 51899
- XLine 52379
- XLine 52553
- XLine 53033
- XLine 53513
- XLine 53993
- XLine 54473

2014_CGG_North_TT3D – 2Dextracts

- Inline 9901
- Inline 10161
- Inline 10641
- Inline 11121
- Inline 11601
- Inline 12081
- Inline 12561
- Inline 13041
- Inline 13521
- Inline 14001
- Inline 14481
- Inline 14961
- Inline 15441
- Inline 15921
- Inline 16401

- Inline 16881
- Inline 17361
- Inline 17737
- Inline 18217
- Inline 18697
- Inline 19177
- Inline 19009
- Inline 19181
- Inline 19661
- XLine 53241
- XLine 53721
- XLine 54201
- XLine 54681
- XLine 55161
- Inline 19709
- Inline 20189
- Inline 19841
- Inline 20321
- Inline 20801
- Inline 20813
- Inline 21293
- Inline 21661
- Inline 22141
- XLine 55641
- XLine 56121
- XLine 56601
- XLine 57081
- XLine 57561
- Inline 22621
- Inline 23101
- Inline 23581
- Inline 24061
- Inline 24541
- Inline 25021
- Inline 24901
- XLine 58041
- XLine 58521
- XLine 59001
- XLine 59481
- XLine 59931

2016_SLB_TT3D

- SLB_TT3D16_Merge_OpenBLKS

1998 Arco Block 27 3D

- 1998_Arco_Block27_3D

1998 Exxon Mobil 25(b) 3D

- 1998_ExxonMobil_Block25b_3D

1998 Exxon Mobil 26 3D

- 1998_ExxonMobil_Block26_3D

1998 Shell Block 25(a) 3D

- 1998_Shell_Block25a_3D

Seismic Reports

BHP TT3D

- Acquisition:
 - 20140313_20141008 Acquisition Report BHP PGS Ramform Titan
 - 20140911_20141218 Acquisition Report BHP PGS Ramform Atlas
 - 20141218_20150217 Acquisition Report BHP PGS Ramform Atlas
- Processing
 - CGG
 - TT3D 2018 PSDM Reprocessing Report
 - TT Expanded North 2014 3D Processing Report

SLB

- TT Blocks 3&7 PSDM 3D Seismic Processing and Imaging Part 1
- TT Blocks 3&7 PSDM 3D Seismic Processing and Imaging Part 2
- TT3D 2014_Data Processing Report_Pre-Processing Part 1
- TT3D 2014 Data Processing Report_Depth Imaging Part 2

2002 Veritas TTDAA

- 2002 Veritas TTDAA 2D Acquisition Report
- 2002 Veritas TTDAA 2D Processing Report

1998 Exxon Mobil 25(b) and 26

- Seismic_Processing_Report_Block25b_and_26

Gravity and Magnetic Data

Gravity Data over TTDAA Survey

- Gravity Processing Report
- Gravity Data ASCII Format

Blks 25(a), 25(b), 26, 27 Gravity

- ASCII Grids
 - Residual Gravity - High-Pass 50km utm20
- GeoTiff Images
 - Gravity Line Locations utm20 geotiff
 - Residual Gravity - High-Pass 50km utm20 geotiff contours
- JPEG Maps
 - Gravity Data Locations utm20 jpeg
 - Residual Gravity - High-Pass 50km utm20 jpeg
- Original Line Data
 - 1981 Amoco Gravity
- ZMAP Grids
 - Residual Gravity - High-Pass 50km utm20 zmap

BHP TT3D Gravity and Magnetic Data

- Reports
 - Trinidad Processing report
- Geosoft grids
 - MAG_TMI_Tr_UTM20N_TT3D

- MAG_RTP_Tr_UTM20N_TT3D
- MAG_RTP_Tr_UTM20N_HP50km_TT3D
- BATHY_Tr_UTM20N_TT3D
- BATHY_SRTM30PLUSv7_Tr_UTM20N_TT3D
- FA_Tr_UTM20N_TT3D
- BC_1_00_Tr_UTM20N_TT3D
- BG_1_80_Tr_UTM20N_TT3D
- BG_1_80_Tr_UTM20N_HP50km_TT3D
- BG_2_00_Tr_UTM20N_TT3D
- BG_2_00_Tr_UTM20N_HP50km_TT3D
- BG_2_20_Tr_UTM20N_TT3D
- BG_2_20_Tr_UTM20N_HP50km_TT3D
- BG_2_40_Tr_UTM20N_TT3D
- BG_2_40_Tr_UTM20N_HP50km_TT3D
- BG_2_67_Tr_UTM20N_TT3D
- BG_2_67_Tr_UTM20N_HP50km_TT3D
- Line Data
 - TRINIDAD_P190_LINE_DATA_ALL
 - TRINIDAD_1SEC_LINE_DATA_MAG