



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

**Trinidad and Tobago
Deep Water Competitive Bidding
Round 2025**

Data Use Agreement

Between

**Ministry of Energy and Energy
Industries**

And



REPUBLIC OF TRINIDAD AND TOBAGO

THIS DATA USE AGREEMENT, (hereinafter referred to as “**the Agreement**”) entered into this day of, 2025 (hereinafter referred to as “**the Effective Date**”) by and between the **PERMANENT SECRETARY** acting for and on behalf of **THE MINISTRY OF ENERGY AND ENERGY INDUSTRIES**, the Government of the Republic of Trinidad and Tobago, with its head office situated at Levels 15 and 22-26, Tower C – International Waterfront Centre, #1 Wrightson Road, Port of Spain, in the Island of Trinidad, in the Republic of Trinidad and Tobago (hereinafter referred to as “**Disclosing Party**”) of the **One Part** andincorporated under the laws of with its registered office situated at (hereinafter referred to as “**the Receiving Party**”) of the **Other Part**.

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

WHEREAS:

- A. The Disclosing Party launched the 2025 Deep Water Competitive Bidding Round on the 27th January, 2025 in accordance with the Petroleum Regulations (Deep Water Competitive Bidding Order), 2025 in respect of twenty-six (26) offshore blocks namely: Block 24, Block 26, TTDA 1, TTDA 2, TTDA 3, TTDA 4, TTDA 5, TTDA 6, TTDA 7, TTDA 8, TTDA 9, TTDA 10, TTDA 11, TTDA 12, TTDA 13, TTDA 15, TTDA 16, TTDA 24, TTDA 25, TTDA 26, TTDA 27, TTDA 28, TTDA 29, TTDA 30, TTDA 31 and TTDA 32, located in the deep marine area off the Northern and Eastern coasts of Trinidad and Tobago.

- B. The Receiving Party is now desirous of evaluating the data in respect of the twenty-six (26) offshore blocks and has requested this data from the Disclosing Party via the use of the Data Request Form dated 2025, which is attached as “**Appendix A**”.

- C. 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 “**Appendix B**”. Pursuant to this, the Disclosing Party shall make available to the Receiving Party certain data (hereinafter referred to as the “**Confidential Information**”) as described in Appendix B with respect to the twenty-six (26) offshore blocks upon execution of this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the Parties hereby agree as follows:

OBLIGATIONS AND USE OF CONFIDENTIAL INFORMATION

1.1(a) Subject to the exceptions referred to in Sub-clause (b) hereof, the Receiving Party agrees that the Confidential Information shall be kept strictly confidential and shall not be sold, traded, published, downloaded, scanned, vectorized, or otherwise disclosed in any manner whatsoever, including by means of image file transfer or printed reproduction, without the Disclosing Party's prior written consent to any third party, including but not limited to any:

- (i) professional consultant, contractor or agent retained by the Receiving Party; and
- (ii) 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 Sub-clauses (i) and (ii) above, the Receiving Party shall ensure that such person is bound by confidentiality obligations similar to those under this Agreement.

(b) The Receiving Party may disclose the Confidential Information without the Disclosing Party's prior written consent to:

- (i) The employees, officers and directors of the Receiving Party;
- (ii) the extent required by any applicable federal, state or local law, regulation, or an order, rule or decree of any Court, government or regulatory body of competent jurisdiction, provided the Receiving Party has, to the extent it is legally permitted to do, given the Disclosing Party prior written notice of such required disclosure and, to the extent reasonably possible, has given the Disclosing Party an opportunity to contest such required disclosure. Any such required disclosure shall not change the status of the disclosed information as Confidential Information under the terms of this Agreement.
- (iii) The employees, officers and directors of an Affiliated Company (as hereinafter defined) who have a clear need to know. "**Affiliated Company**" shall mean any company or legal entity which (i) controls either directly or indirectly a Party, or (ii) is controlled directly or indirectly by such Party, or (iii) 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. Prior to making any such disclosures, the Receiving Party shall ensure that each such person is bound by confidentiality obligations similar to those under this Agreement.

1.2 Confidential information does not include information which:

- (i) is already known to the Receiving Party or any of its Affiliated Companies as of the date of disclosure hereunder;
- (ii) is already in the 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; and

- (iii) 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.

TREATMENT OF CONFIDENTIAL INFORMATION BY UNAUTHORISED PERSONS

- 2. 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.

WARRANTY

- 3. 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.

OWNERSHIP OF THE CONFIDENTIAL INFORMATION

- 4. 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 Bidding Round 2025. Upon the closure of the Bidding 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 in Sub-clauses 1.1(a)(i), 1.1(b)(i) and 1.1(b)(iii) hereof. The provisions of this Clause 4 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.

EFFECTIVE DATE

5. This Agreement shall enter into force and effect from the Effective Date and shall terminate automatically without notice upon the closure of the 2025 Deep Water Competitive Bidding Round.

GOVERNING LAW

6. 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.

REMEDIES

7. (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 the 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.

DISPUTE RESOLUTION

8. 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.

AMENDMENTS OR MODIFICATIONS

9. 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.

ENTIRE AGREEMENT

10. 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.

RIGHTS TO CONFIDENTIAL INFORMATION

11. 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.

PARTNERSHIP

12. 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).

ANNOUNCEMENTS

13. 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 Clause 13 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.

COUNTERPARTS

14. 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.

COSTS AND EXPENSES

15. 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.

ASSIGNMENT

16. The Receiving Party may assign this Agreement to an Affiliated Company provided however, the Receiving Party shall remain liable for all obligations under this Agreement.

WAIVER

17. No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof.

SEVERABILITY

18. (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 Sub-clause 18 (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.

NOTICES

19. All notices authorized 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 the purposes of this Clause shall mean physical delivery of the notice to the 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 – International Waterfront Centre,

#1 Wrightson Road, Port of Spain.

Attention : Permanent Secretary

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

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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

Date:

In the
presence of:

Name:

Title:

Date:

Data Request Form from the Receiving Party in addition to data set requested

APPENDIX B

2025 Deep Water Competitive Bidding Round Data Package Listing