

Introduction

This Licence Agreement sets out the terms on which scientific and academic entities can gain access to and use metocean Data Sets, owned by major oil and gas companies and which are managed through the online "SIMORC service". 'SIMORC' stands for the System of Industry Metocean data for the Offshore and Research Communities.

The SIMORC service has been set up with the support of the European Commission and is represented by the International Association of Oil and Gas Producers, OGP, acting on behalf of participating member companies. Data Sets in the SIMORC facility are made available by participating OGP member companies. These Data Sets are presented in a standardised format and are documented with common Metadata.

Further information on the SIMORC service can be found in Annex 1 to this agreement.

1. Parties

- 1.1 The International Association of Oil and Gas Producers ("OGP"), with an office at 209-215 Blackfriars Road, London SE1 8NL (the "Licensor") on behalf of itself and as agent for the SIMORC Participants; and
- 1.2 (the "Licensee").

2. Definitions

For the purpose of this licence:

- 2.1 "Data Sets" means metocean observations, collected by one or more SIMORC Participants, that have been included in the central SIMORC database in unified formats;
- 2.2 "Intellectual Property Rights" means all patents, claims in patents, trademarks, service marks, registered designs, applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world, copyright, database rights, design rights, inventions, confidential information (including without limitation know-how) and all other similar or equivalent rights, whether registrable or not, subsisting in any country in the world;
- 2.3 "Licence Agreement" means this agreement including any Annex or Schedule to it;

- 2.4 "Metadata" means a description of the Data Sets of SIMORC Participants set out in terms of a range of factors including their ownership, geographic location, recording dates, sampling intervals and instrumentation. Metadata are managed in the SIMORC Index, which is managed with a dedicated user interface and which is available through a web browser at <http://www.simorc.org> in the public domain;
- 2.5 "Non-restricted Data Sets" are Data Sets that have been made available by a SIMORC Participant as owner of that data or as the nominated contact point of multiple owners, that may be downloaded and used under the conditions set out in this licence;
- 2.6 "Restricted Data Sets" are Data Sets supplied by a SIMORC Participant as owner of that data or as the nominated contact point of multiple owners that always require consent for download and use;
- 2.7 "SIMORC Index" means a Metadata index providing sufficient information to allow the user to assess the relevance of the Data Sets and possible related study reports to its particular interest;
- 2.8 "SIMORC Participant" means an entity that is an owner or part owner of a Data Set or Data Sets;

3. The Licence

- 3.1 The Licensor grants to the Licensee a non-exclusive and non-transferable licence to retrieve and use Data Sets from the SIMORC service for scientific, research or educational purposes within research or education programmes, in accordance with this licence.
- 3.2 This licence does not permit the use of retrieved Data Sets for commercial purposes or exploitation for profit.
- 3.3 Retrieval, by electronic download, and the use of Data Sets is free of charge, unless otherwise stipulated.

4. Registers

- 4.1 The Licensor will establish and manage a database as part of the SIMORC service to keep records of Licensees (and staff members nominated by the Licensee as users of the Data Sets). It will include records of identification codes and passwords required for users to access the Data Sets.

- 4.2 The Licensor will manage a transaction register as part of the SIMORC service, to maintain records of all requests for and downloads of Data Sets by Licensees (and staff members nominated by the Licensee as users of the datasets). The transaction register will be used by the Licensor and SIMORC Participants to monitor the use of the SIMORC service and to detect any breach of this Licence Agreement.

5. Acces to Data Sets

- 5.1 Non-restricted Data Sets will be supplied from the SIMORC facility following a request in a prescribed form to the SIMORC service submitted through the SIMORC ordering facility and setting out the intended use of the relevant Data Set(s) (an "Administrative Request").
- 5.2 Restricted Data Sets can only be requested by making an Administrative Request, which will then be transferred directly to the relevant SIMORC Participant (or where Data Sets have multiple owners this will be the SIMORC Participant who is acting as the contact point on behalf of the SIMORC Participants who own those Data Sets). The SIMORC Participant has the right to withhold Restricted Data Sets or to ask for additional information when considering such a request.

6. Intellectual Property Rights

- 6.1 Intellectual Property Rights relating to the SIMORC service including, but not limited to the legal protection of it, are retained by the Licensor in his own right or on behalf of the right-holder.
- 6.2 Intellectual Property Rights associated with Data Sets are retained by the SIMORC Participants which own those Data Sets. Licensed use of such Data Sets by the Licensee shall include acknowledgement of such Rights and publication of ownership of copyright where relevant.

7. Limitation of use

- 7.1 The use of Data Sets is limited to the terms of this licence and does not permit commercial exploitation, business use, sale, resale or transfer of any Data Set or any associated documentation or information supplied under this Licence Agreement, nor transfer, sale or resale of such to any third party without the written consent of the SIMORC Participant who owns that Data Set (or where a

- Data Set has multiple owners, the SIMORC Participants who own it).
- 7.2 The Licensee shall not distribute, licence, transfer, assign, sell, disclose or otherwise forward the Data Sets or any associated documentation or other information to any third party nor use the Data Sets to provide any services outside those specified in this Licence without prior written consent of the relevant SIMORC Participant or SIMORC Participants.
 - 7.3 The Licensee shall use its best endeavours to provide feedback on the use of the Data Sets provided by the SIMORC service when requested by the Licensor. Where possible the Licensee will provide results or publications as appropriate. In case of use of Data Sets for an academic thesis, the Licensee will use its best endeavours to provide a digital copy of the thesis to the Licensor for inclusion in the SIMORC service.
 - 7.4 The Licensee shall procure that the nominated users conduct themselves in accordance with the terms of this Licence.

8. Warranty

- 8.1 The Licensor and SIMORC Participants make no express or implied warranty as to the condition, the use, ownership, merchantability, or fitness for a particular purpose of the Metadata or Data Sets. Moreover, the Licensor and SIMORC Participants specifically disclaim any warranty that Metadata and Data Sets are free from infringement of any patent, trade secret and or copyright of a third party, or that use of the Metadata and Data Sets will not infringe any patent, trade secret and or copyright of a third party.
- 8.2 The Licensor makes no express or implied warranty as to the conditions and functionalities of the SIMORC service, or its suitability for the uses specified in this Licence Agreement.

9. Duration

- 9.1 The Licence Agreement enters into force when signed by both parties and shall be valid for one year (the "Licence Term").
- 9.2 Renewal shall be at the option of the Licensor. A Licensee wishing to request renewal must serve a Notice (as defined below) to that effect within the last two months of the Licence Term. The renewal process will include review and update of nominated users by the Licensee and issue of new identification codes and passwords by the Licensor.

- 9.3 A list of Licensees will be published by the Licensor on the SIMORC web site and will include names of contact persons and the logo of the Licensee's institution.

10. Liability

- 10.1 The Licensee acquiring such Data Sets and Metadata from the SIMORC service will release the Licensor and SIMORC Participants from any liability, whether in contract or tort, whatsoever and howsoever caused, including negligence on the part of the Licensor and/or the SIMORC Participants, for loss, damages or expenses, including legal and other professional fees and expenses, howsoever arising out of its access to the SIMORC service or use of the Metadata and the Participant Data Sets.
- 10.2 The Licensee shall indemnify Licensor, its employees and the SIMORC Participants in full against all loss, damages or expenses, including legal and other professional fees and expenses, howsoever arising (including in contract, tort, negligence or for breach of statutory duty or misrepresentation) from or in connection with any claim or threatened claim by any third party relating to or arising from the use by the Licensee of the Data Sets or otherwise in connection with the Licensee's use of the SIMORC service.

11. Termination

- 11.1 This Licence Agreement may be terminated and the licence revoked by the Licensor at any time if the Licensee fails to remedy breach (if the same is remediable) of any of the obligations or conditions of use set out in this Licence Agreement within 30 days of the date a Notice from the Licensor requiring him to do so is deemed given. During the said 30 day period the Licensor may temporarily halt access to the Data Sets for users nominated by the Licensee.

12. Waiver

- 12.1 Any waiver by the Licensor of a breach by the Licensee of any provision of this Licence Agreement shall be limited to that particular breach and shall not operate in respect of any future breach by the Licensee. No delay on the part of the Licensor to exercise its rights under this Licence Agreement shall be deemed a waiver of that breach.

13. Contact Person

13.1 The Licensee's contact for the purposes of this Licence will be:

Name person:

Name organization:

Full address details:

Country:

Tel.:

Fax:

Email Address:

14. Notices

14.1 A notice under or in connection with this Licence Agreement (a "Notice"):

14.1.1 shall be in writing;

14.1.2 may be delivered personally or sent by first class post or by fax to the party due to receive the Notice to the address specified in clause 14.2 or to another address, person or fax number specified by that party by giving written notice to the other party received at least 5 days before the Notice was despatched.

14.2 The address referred to in clause 14.1 is:

(a) in the case of OGP:

Address: 209-215 Blackfriars Road, London SE1 8NL, United Kingdom

Fax: +44 (0)2076332350

Marked for the Attention of mr J. Campbell

(b) in the case of [research or academic institution]:

The details specified for the Contact Person in clause 13.

14.3 Unless there is evidence that it was received earlier, a Notice is deemed given:

14.3.1 if delivered by hand at the address referred to in clause 14.2 at the time of delivery;

14.3.2 if sent by first class pre-paid post to the address referred to in that clause, at the expiration of two clear days after the time of posting; and

14.3.3 if sent by facsimile to the number referred to in that clause, at the time of receipt of a satisfactory transmission report.

15. Third Party Rights

15.1 No term of this Licence Agreement is enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Licence Agreement.

16. Entire Agreement

16.1 This Licence Agreement constitutes the entire agreement and understanding of the Parties and supersedes all negotiations, understandings or previous agreement between the Parties relating to the subject matter of this Licence Agreement. Nothing in this Licence Agreement, including this clause, shall operate to limit or exclude liability for fraud or fraudulent misrepresentation.

17. Assignment

- 17.1 The Licensee shall not assign the rights under this Licence Agreement without the prior written consent of the Licensor.

18. Dispute

- 18.1 Any dispute or conflict arising in connection with this Agreement, its interpretation or matters associated herewith shall be governed by English Law, and Parties hereby agree to submit to the exclusive jurisdiction of the English courts.

IN WITNESS whereof this Agreement has been executed by duly authorised representatives of the signatory Parties as follows:

Signed for and on behalf of

The International Association of Oil and Gas Producers

Date: 1st October 2006

Signature:



Name: mr. J. Campbell

Signed for and on behalf of

Date:

Signature:

Name:

ANNEX 1

SIMORC - 'System of Industry Metocean data for the Offshore and Research Communities'.

Information on the SIMORC service and its modes of operation.

1. The SIMORC service consists of an index Metadatabase and a Database of actual Metocean data sets of SIMORC participants, that together are accessible through the internet. The index Metadata database is public domain and fully open for internet users. It features a geographic–alphanumeric user interface to locate interesting data sets easily. The Metadata index provides sufficient information to allow the user to assess the relevance of the data sets and possible related study reports to its particular interest.
2. The user interface contains an ordering facility, to which registered users of research and academic institutes, that have signed a User Licence Agreement with the SIMORC service, can log-in and by which they can submit requests for downloading and using selected data sets for research and educational purposes. Each request should contain a motivation why the user wants to use the data sets. All requests are registered in the SIMORC transaction register, that is monitored by the SIMORC operator and open for browsing by SIMORC participants.
3. The Database stores and contains Metocean data sets that have undergone quality control and conversion to unified formats, resulting in consistent and high quality, harmonised data sets. Sufficient documentation is compiled and stored alongside the data sets of SIMORC participants to accompany each data series so as to ensure that the data are adequately qualified and may therefore be used with confidence by a secondary user. Such documentation might cover instrument and mooring details, data sampling/processing and a report on data quality.
4. Data sets in the SIMORC database are and remain the property of SIMORC participants, who qualify data sets in the SIMORC database as "restricted" or "non-restricted" data sets.
 - a. In case of "non-restricted" data sets the registered user gets access to the data sets for downloading without further communication with the SIMORC participant, that is listed as owner of the data sets, after submitting its request, including motivation. For downloading a uniq URL is communicated to the registered user. This URL is de-activated after successful downloading. All downloads are registered in the SIMORC transaction register, that is monitored by the SIMORC operator and also open for browsing by SIMORC

participants. The transactions will be evaluated on a regular basis to verify that an inappropriate number of downloads or excessive volumes of data downloads are not being made by specific users. Such cases will be reported and discussed with the central contactperson of the Research or Academic institute, holding the User Licence, to seek clarification.

- b.** In case of "restricted" data sets the request of the registered user is transferred to the SIMORC participant, that is listed as owner or contact on behalf of multiple owners, for consideration. The SIMORC participant has the right to withhold data sets or to ask for additional information for considering the user request for data sets. If the SIMORC participant agrees, then he will notify the SIMORC operator and for downloading a uniq URL will be communicated to the registered user. This URL will be de-activated after successful downloading. All downloads are registered in the SIMORC transaction register, that is monitored by the SIMORC operator and also open for browsing by SIMORC participants.
5. As part of the User Licence users are requested to provide feedback on the use of the data sets provided by the SIMORC service. Where possible users are requested to provide results or publications as appropriate. In case of use of data sets for a thesis, a digital copy of the resulting thesis is requested for inclusion in the SIMORC service.
6. The use of the data sets is regulated by the User Licence Agreement, that is signed between the SIMORC service and the research or academic institute.