



Oil & Gas
Authority

Reporting and Disclosure of Information and Samples: Supplemental Guidance

on the disclosure of certain Geophysical Survey Data
(created or acquired under an Exploration Licence
pre-2018)

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The consultation can be found on the OGAs website: <https://www.ogauthority.co.uk/news-publications/consultations/2019/consultation-on-oga-supplemental-guidance-pre-2018/>

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Published by the Oil and Gas Authority
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1. Scope and purpose of this guidance

1. This guidance sets out how certain *Geophysical Survey Data* acquired or created under an Exploration Licence prior to 2018 will generally be published by the Oil and Gas Authority ('OGA'), which is on a basis consistent with the disclosure of such data created or acquired during or after 2018, and provides additional information to that set out in the Reporting and Disclosure Guidance¹ on the reporting of such information.
2. The OGA has also published supplemental guidance in relation to the reporting and disclosure of information relating to geological surveys acquired or created during or after 2018.²
3. The OGA is not bound by this guidance and where it departs from this guidance it will explain why. This guidance is not a substitute for any regulation or law and is not legal advice.
4. This guidance will be kept under review and may be revised as appropriate in the light of further experience and developing law and practice, and any change to the OGA's powers and responsibilities. If the OGA changes this guidance in a material way, it will publish a revised document.
5. Note:
 - a) All capitalised terms are defined in Section 9 of this guidance, and in relation to geophysical terms, may be italicised in this document for readability; and,
 - b) As set out in Section 9 of this guidance, the term "geological" where used in this guidance refers only to "geophysical", that is - to surveys using passive geophysical methods or active geophysical methods, and the resultant 'geophysical' data. This is consistent with the guidance set out in Section 8 of the Reporting and Disclosure Guidance.

¹<https://www.ogauthority.co.uk/media/5353/oga-guidance-on-reporting-disclosure-18-february-2019.pdf>

²<https://www.ogauthority.co.uk/exploration-production/documents/supplemental-guidance-post-2017/>

2. Introduction

6. Exploration Licences granted under legislation, namely either the *Petroleum (Production) Act 1934* ('1934 Act') or the *Petroleum Act 1998* ('1998 Act'), set out the powers and obligations relating to the retention of petroleum-related information and samples by relevant persons (as defined), reporting them to the OGA and their subsequent disclosure by the OGA.

Disclosure of Geophysical Information

7. Under each Exploration Licensee's respective Exploration Licence, the earliest that the OGA may publish the information, including information relating to surveys acquired or created by such *Exploration Licensees*, is:
 - a) **three (3)³ or five (5)⁴** years from:
 - the date on which the OGA was due to receive the information,
 - or, if earlier, the date that the OGA in fact received the information;
 - b) after the Exploration Licence ceases to have effect, whether because of its termination or revocation or the expiry of the licence period; or
 - c) after the expiry of such longer period as the OGA may determine after considering any representations made by the Exploration Licensee about the publication of the data.
8. The following sets out how *Geophysical Survey Data* acquired or created under an Exploration Licence pre-2018 (i.e. before the Disclosure Regulations came into effect) will generally be disclosed by the OGA and provides additional information (to that set out in the Exploration Licence clauses) on the reporting of such data.

Consultation process

9. The OGA has recognised the role that the proper availability of *Geophysical Survey Data* can play in unlocking value in the UKCS (it has itself acquired and released *seismic* datasets in 2016 and 2017) yet understands that in most instances the *Geophysical Survey Data* obtained under Exploration Licences is generally made available on commercial terms. As a result, throughout the process of drafting this guidance, the OGA has engaged with a number of Exploration Licensees, both directly and through the International Association of Geophysical Contractors ('IAGC') and with a group of Production Licensees which has informed the approach set out in this guidance. Further, the OGA undertook a consultation exercise on the draft Guidance in 2019.⁵
10. It is anticipated that wider availability of legacy data products will lead to a higher technical baseline for work done on prospect generation and lead to an increase in the reworking of the data or the uptake of newer data as suggested in the OGA's '*Stewardship Expectation SE3 – Optimum Use of Subsurface Data*'.⁶ Additional uses on the UKCS such as the development of carbon capture and storage and associated hydrogen generation and storage schemes would also greatly benefit from access to such legacy *Geophysical Survey Data* and will similarly lead to the increased reworking of legacy data, new acquisition and/or licensing of newer available data sets.

³For those Licences made pursuant to The Offshore Exploration (Petroleum, and Gas Storage and Unloading) (Model Clauses) Regulations 2009 S.I. 2814/2009, see Regulation 14 (d) (i) - <http://www.legislation.gov.uk/uksi/2009/2814/contents/made>. Note, however, the length of the periods will depend on what is set out in each Exploration Licence.

⁴For those Licences made pursuant to The Petroleum (Current Model Clauses) Order 1999 S.I. 160/1999 - <http://www.legislation.gov.uk/uksi/1999/160/schedule/11/made>, Regulation 15 (iv). See also Regulation 15 (iv) of The Petroleum (Production) (Seaward Areas) Regulations 1988 S.I. 1213/1988 - <http://www.legislation.gov.uk/uksi/1988/1213/schedule/5/made> for licences granted under the Petroleum (Production) Act 1932. Note, however, the length of the periods will depend on what is set out in each Exploration Licence.

⁵<https://www.ogauthority.co.uk/news-publications/consultations/2019/consultation-on-oga-supplemental-guidance-pre-2018/>

⁶https://www.ogauthority.co.uk/media/5896/oga_se3_use_of_subsurface_data_july_2019.pdf

11. Where the OGA subsequently publishes any such information as provided for by the Exploration Licences, access to and use of that information will generally be on the basis as set out in the NDR User Agreement, including any applicable Data Copy Charges.⁷

⁷https://ndr.ogauthority.co.uk/dp/pages/NDRDocuments/General_Information/NDR_TermsAndConditions.pdf

3. Data Confidentiality Periods

12. As referenced above, under each applicable Exploration Licence the period after which the OGA may publish the Pre-2018 Survey Data is, as per paragraph 7 above, typically three (3) or five (5) years after the date on which the OGA receives (or should have received) the data under the terms of the Exploration Licence, whilst it remains extant.
13. However, the OGA intends that in general there should be consistency in the periods after which disclosure of information relating to geophysical surveys carried out under an Exploration Licence may be published by the OGA with those set out in the Disclosure Regulations, whether created or acquired before, during or after 2018.
14. Therefore, the OGA considers it appropriate to extend the periods after which the OGA may publish Data as follows
 - the **Initial Confidentiality Period** (in respect of *Processed Information*) is ten (10) years; and
 - the **Full Confidentiality Period** (in respect of *Original Information*) is fifteen (15) years,
 respectively a '**Confidentiality Period**'.
15. The start of the Confidentiality Period for each type of information is the date on which the original final processing relating to the relevant survey is completed ('**Completion Date**').
16. The Exploration Licensee should inform the OGA of the Completion Date of a survey as soon as reasonably practicable following a request from the OGA, or in accordance with any of the conditions for provision of such information as set out in the relevant Exploration Licence, and this date will be used to determine the relevant Confidentiality Period(s) and the resultant disclosure date(s).
17. Where the Completion Date cannot be satisfactorily determined by the OGA, the Completion Date will be 31st December in the year in which the survey started.
18. Therefore, where the Completion Date is in **2017 or earlier**:
 - for *Processed Information*, when **ten (10) years or more** have passed after the Completion Date such *Processed Information* may be published; and
 - for *Original Information*, when **fifteen (15) years or more** have passed after the Completion Date such *Original Information* may be published.
19. The OGA has provided for a review mechanism of its intention to publish the relevant *Geophysical Survey Data*. For *Pre-2018 Survey Data*, this review mechanism is only being offered for such Data where the Confidentiality Period is due to expire in the five (5) year period from 14th September 2020 to 13th September 2025 (i.e. *Processed Information* with a Completion Date from 14th September 2010 to 13th September 2015, and *Original Information* with a Completion Date from 14th September 2005 to 13th September 2010). Exploration Licensees should familiarise themselves with the Confidentiality Periods and, if they wish to request delayed publication (or for publication to be withheld), should contact the OGA, in writing, at least three months before the relevant publication dates are due, setting out their reasons for the request. The OGA will inform the Exploration Licensee of its decision in writing giving reasons for its decision (if appropriate), and where it does not agree with the representations made, before any disclosure occurs. The OGA will not publish the *Geophysical Survey Data* whilst it is considering such representations.
20. Such written representations should be made to the offshore exploration mailbox at: offshore.exploration@ogauthority.co.uk.

4. Reporting of data

21. The Exploration Licence clauses generally describe what type of information from geological surveys the OGA will normally require to be reported to it.⁸
22. Specifically, in relation to *Pre-2018 Survey Data*:⁹
- a) Copies of all 'Initial Confidentiality Period' Data (*Processed Information*), if not already provided, should be reported to the OGA on request as per the Exploration Licence clauses within any time limit specified in the request; or if there is no time limit specified, within **four (4) weeks** of the request;
 - b) Copies of all 'Full Confidentiality Period' Data (*Original Information*), if not already provided, should be reported to the OGA on request as per the Exploration Licence clauses within any time limit specified in the request; or if there is no time limit specified, within **four (4) weeks** of the request.
25. The *Final Processed Full Stack and Angle/Offset Volumes* and *Derivative Data* should be identified from the original final processing report provided to the OGA.

Potential Fields Data

26. Where the Initial Confidentiality Period Data comprises *Potential Fields Data*, the reported Data should be as set out in **Appendix 1** and include the:
- original *Final Processed Volumes*; and
 - final processing report.

Seismic Data

23. Where the Initial Confidentiality Period Data comprises *Seismic Data*, the reported Data should be as set out in **Appendix 1** and include the:
- original *Final Processed Full Stack Volume*;
 - any *Final Processed Angle/Offset Volumes*;
 - stacking/migration velocities; and
 - original final processing report.
24. Where the Full Confidentiality Period Data comprises *Seismic Data*, the reported Data should be as set out in **Appendix 1** and include:
- the basic *Field Data* (including *Group Formed Data*); and
 - any *Derivative Data* and all reports.

⁸See for example, clause 12(3) in part II of Schedule 11 to the Petroleum (Current Model Clauses) Order 1999.

⁹See for example, clauses 12 and 13 in part II of Schedule 11 to the Petroleum (Current Model Clauses) Order 1999.

27. Where the Full Confidentiality Period Data comprises *Potential Fields Data*, the reported Data should be as set out in **Appendix 1** and include:
- the basic *Field Data*; and
 - any *Derivative Data* and all reports;
28. The *Final Processed Volumes and Derivative Data* should be identified from the original final processing report provided to the OGA.

Form and format of information to be provided

29. All reported *Geophysical Survey Data* should include but not be limited to:
- 2D, 3D, 4D (Baseline or Monitor),
 - Dual or Multi-azimuth 3D,
 - Site Survey,
 - OBC & OBN 2D or 3D,
 - Gravity,
 - IP,
 - Magnetic, and
 - MT and CSEM surveys.

The Data should be supplied in a common format and on media specified by the OGA at the time of the request (see **Appendix 1**). All Data shall be supplied at the expense of the Licensee.

5. Disclosure of information by the OGA

30. After expiry of the relevant Confidentiality Period(s), the OGA may publish the *Geophysical Survey Data* on the basis set out in the NDR User Agreement.¹⁰
31. The OGA may from time to time request permission from the data owner to publish or otherwise disclose reports of a general nature derived from selected subsets of this reported data prior to the expiry of the applicable Confidentiality Period.

¹⁰https://ndr.ogauthority.co.uk/dp/pages/NDRDocuments/General_Information/NDR_TermsAndConditions.pdf. For background information, see <https://www.ogauthority.co.uk/data-centre/national-data-repository-ndr/>.

6. Data access

32. The OGA notes that, for the applicable Confidentiality Period(s) only, any access to or use of *Pre-2018 Survey Data* by persons other than the owner of that Data may be governed by existing contractual arrangements and, subject to applicable laws including the Competition Act 1998, charges may apply thereunder.
33. Where the OGA publishes any *Geophysical Survey Data* after the relevant Confidentiality Period, access to and use of that Data will generally be on the basis as set out in the NDR User Agreement including any applicable Data Copy Charges¹¹ (see further **Appendix 2**).
34. Where persons other than the owner of that Data wish to access *Pre-2018 Survey Data* which is eligible for publication, but it is not available through the NDR at that time, those persons may request the Data via a request form on the OGA website ([Pre-2018 Survey Data Request Form](#)). If the requested Data has not been reported to the OGA, the OGA may then contact the relevant data owner to request that the Data is reported to the OGA, and the OGA may subsequently choose to publish the Data.
35. The OGA further notes that, at the time of issuance of this guidance, notwithstanding that the OGA may have requested that *Pre-2018 Survey Data* be reported to it pursuant to the Exploration Licence clauses, that *Pre-2018 Survey Data* may be retained and be provided by the Exploration Licensee to third parties on request on the basis set out below.
36. Where any request is submitted by an interested person directly to the Exploration Licensee for *Pre-2018 Survey Data* which is eligible for publication after:
 - a) the Initial Confidentiality Period; and/or
 - b) the Full Confidentiality Period,

as applicable, that *Pre-2018 Survey Data* should be supplied by the Exploration Licensee to the requesting person(s) on the basis set out in the NDR User Agreement and subject only to industry standard Data Copy Charges.

¹¹https://ndr.ogauthority.co.uk/dp/pages/NDRDocuments/General_Information/NDR_TermsAndConditions.pdf

7. Value Added Data

37. The OGA does not propose that *Value Added Data* derived from *Pre-2018 Survey Data* will generally be subject to publication.
38. However, the OGA may request access to *Value Added Data* for use in its internal evaluations. The OGA may also from time to time request permission from the data owner to publish or otherwise disclose selected subsets of this reported *Value Added Data*.
39. In relation to *Value Added Data* products, Exploration Licensees should, if requested, inform the OGA of planned or completed processing or reprocessing projects. Final reprocessed volumes and *Derivative Data* should be identified from a processing flow submitted to the OGA on request.
40. In relation to *Value Added Data*, *Derivative Data* and reports should be reported to the OGA in accordance with the Exploration Licence clauses on request within any time limit specified in the request; or if there is no time limit specified, within **four (4) weeks** of the request.
41. Reprocessing products should include but not be limited to reprocessing of: 2D, 3D, 4D (baseline or monitor), dual or multi-azimuth 3D, site survey, OBC & OBN 2D or 3D, gravity, IP, magnetic, MT and CSEM surveys. Data should be reported in the format and on media specified by the OGA at the time (see **Appendix 1**).

8. Higher education institutions

42. Exploration Licensees should consider requests received from academic higher education institutions for data access before expiry of the Confidentiality Period(s), on a case by case basis.
43. In general, such institutions with connections to the UKCS or the general North Sea region should be given priority, however institutions with connections outside of the North Sea region should also be considered for such disclosure provided they can demonstrate benefit to the UKCS that will result from their intended research and use of the data.
44. While approval of such data requests will be at the discretion of the Exploration Licensee, the OGA would expect the Exploration Licensee to provide to the OGA reasons for declining any such request where requested to do so.

9. Definition of Terms

In this guidance, the following terms have the following meanings:

1998 Act has the meaning set out in paragraph 6 of this guidance.

2D means two-dimensional *seismic data*.

3D means three-dimensional *seismic data*.

4D means four-dimensional, or time-lapse, *seismic data*.

Completion Date has the meaning set out in paragraph 15 of this guidance.

Confidentiality Period has the meaning set out in paragraph 14 of this guidance and is the specified period(s) during which the *Geophysical Survey Data* remains confidential.

CSEM means controlled source electro-magnetic data.

Data means *Geophysical Survey Data*, see the definition of *Geophysical Survey Data*.

Data Copy Charges means charges associated with the copying or remastering of all disclosed data requested for disclosure, to be paid by the requesting party prior to release.

Derivative Data means those data or data volumes created during the original processing of *Geophysical Survey Data*, produced as a result of computer processing techniques.

- *Derivative Data* does not include interpretations, surfaces or computer models generated from interpretations of *Geophysical Survey Data*.
- *Derivative Data* generated **after** the completion of the original final processing may also be *Value Added Data* and will not generally be published.

Disclosure Regulations means *The Oil and Gas Authority (Offshore Petroleum) (Disclosure of Protected Material after Specified Period) Regulations 2018*.

Exploration Licence means non-exclusive offshore licence which confers on the holder of that licence the right to search for petroleum.

Exploration Licensee means the person(s) who holds an Exploration Licence.

- The Exploration Licensee may, pursuant to the terms of the Exploration Licence, create or acquire *Geophysical Survey Data*.
- The Exploration Licence obligations in respect of *Geophysical Survey Data* that has been obtained either through merger, change of control or purchase remain with the Exploration Licence under which it was acquired.

Field Data – see the definition of *Geophysical Survey Data*.

Final Processed Angle/Offset Volumes means the final partial angle stack or partial offset stack volumes other than the *Final Processed Full Stack Volume*, output at the time of project completion, including and not limited to: PreSTM, PreSDM, RTM, post stack migration or any other method used to create the *Final Processed Angle/Offset Volumes* and will be identified from the reported final processing report.

Final Processed Full Stack Volume means the final full offset stack or full angle stack, output at the time of project completion, including and not limited to: PreSTM, PreSDM, RTM, post stack migration or any other method used to create the *Final Processed Full Stack Volume* and will be identified from the reported final processing report.

Full Confidentiality Period means the period after which all *Original Information* may be published by the OGA.

Geophysical Survey Data means any data acquired or generated in the course of a geological survey using passive physical methods (i.e. with a passive sensor) or active physical methods (i.e. with an artificial source and sensor/receiver) and subsequent *Derivative Data*, produced as a result of computer processing techniques, and includes:

- all *Individual Survey Data* techniques.
- basic data recorded at the sensor or sensors (also known as *Raw Data* or *Field Data*) which may or may not include *Group Formed* or *Final Field Produced Data* as well as any normally-archived intermediate and final processed data (including volumes, stacks, *Derivative Data*, stacking and migration velocities, navigation data, field reports and processing reports).

Group Formed or Final Field Produced

Data means recorded *Field Data* where partial processing has occurred during acquisition, including de-ghosted data.

Individual Survey Data is defined as comprised of either *Seismic Data* or *Potential Fields Data* created under an Exploration Licence.

Initial Confidentiality Period means the period after which *Processed Information* may be published by the OGA.

IP means induced polarisation.

MT means magnetotelluric.

NDR means the OGA's UK National Data Repository.

NDR User Agreement means the terms and conditions for use of the NDR.

OBC means ocean bottom cable.

OBN means ocean bottom node.

OGA – has the meaning set out in paragraph 1 of this guidance.

Original Information for the purpose of this guidance has the meaning given to it in regulation 7(4) of the Disclosure Regulations.

Potential Fields Data is a subcategory of *Geophysical Survey Data* and is defined as all data that measures and records the gravitational, magnetic or electrical properties of the Earth's subsurface, whether passive or active, including but not limited to: gravity, magnetic, IP, MT or CSEM data.

Pre-2018 Survey Data means any original *Geophysical Survey Data* acquired or created by or on behalf of an Exploration Licensee (or other than on behalf of a Production Licensee) prior to 2018.

PreSDM or **PSDM** means pre-stack depth migration.

PreSTM or **PSTM** means pre-stack time migration.

Processed Information for the purpose of this guidance has the meaning given to it in regulation 7(4) of the Disclosure Regulations.

Production Licence means a licence to search and bore for, and get, petroleum, as defined in the 1998 Act.

Production Licensee means a person who holds a Production Licence.

Raw Data – see the definition of *Geophysical Survey Data*.

Reporting and Disclosure Guidance means the OGA's published guidance: *Reporting and Disclosure of Information and Samples Guidance*.¹²

RTM means reverse time migration.

¹²<https://www.ogauthority.co.uk/news-publications/publications/2019/reporting-and-disclosure-of-information-and-samples-guidance/>

Seismic Data is a subcategory of *Geophysical Survey Data* and is defined as all data generated using an acoustic source, whether artificial (active) or natural (passive). It includes seismic surveys using any type and combination of source(s) or sensor(s)/receiver(s), including and not limited to: 2D streamer, 3D streamer, 4D (baseline or monitor), dual or multi-azimuth 3D, site survey, OBC and OBN 2D or 3D.

UKCS means the UK Continental Shelf.

Value Added Data means any data that has been created post the completion of the original *Final Processed Full Stack Volume* and *Derivative Data* volumes as determined by the final processing flow and is not subject to disclosure. This includes data shown to provide uplift over the original product such as new reprocessing or migration products, conditioned gathers, inversions, merging and reprocessing of volumes but does not include interpretations, surfaces or derived non-seismic models such as static and dynamic reservoir models created from interpretations.

Appendix 1

Geophysical information: detailed reporting requirements

The following table is a copy of Table 5 from the Reporting and Disclosure Guidance, included here for ease of reference.

For the purposes of this guidance, the column headed 'Reported by' should be disregarded: this table sets out the common format and media that the OGA will generally specify when requiring the reporting of *Pre-2018 Survey Data*.

Type	Remarks	Report category	Form and manner	Reported by
Field data				
Recorded trace data	Including source signature, where available		SEG-D rev 3.1 (little endian, IEEE 9058) to be provided on 3592 format tapes (two identical copies) or on a USB 3-connected storage device. Data in earlier SEG-D versions and in SEG-A, B, or C formats may exceptionally be accepted by agreement	Proprietary surveys: No later than 6 months after completion of processing Commercial surveys: As per standalone s.34 notice
Group formed or final field produced	Where partial processing has occurred during acquisition. Including de-ghosted data		SEG-Y rev 2 (little endian, IEEE floating point) preferred; SEG-Y rev 1 may be accepted exceptionally. To be provided on 3592 format tapes (two identical copies) or on a USB 3-connected storage device	
Nav-seis merge data	Source/receiver navigation data assigned to CMP positions			
Pre-stack data				
Pre-stack time migrated data	Raw and final PSTM gathers		SEG-Y rev 2 (little endian, IEEE floating point) preferred; SEG-Y rev 1 may be accepted exceptionally To be provided on a USB 3-connected storage device. May be accepted on 3592 format tape by agreement	Proprietary surveys: No later than 6 months after completion of processing Commercial surveys: As per standalone s.34 notice
Pre-stack depth migrated data	Raw and final PSDM gathers			

Type	Remarks	Report category	Form and manner	Reported by
Stacking and migration velocities	As used in depth migration processing		SEG-Y Rev 1 or ESSOV2 on a USB 3-compatible storage device	Proprietary and commercial surveys: No later than 6 months after completion of processing

Post-stack data				
Final migrated stack	The final migrated stack after full pre-stack processing		SEG-Y rev 2 (little endian, IEEE floating point) preferred; SEG-Y rev 1 may be accepted exceptionally To be provided on a USB 3-connected storage device. May be accepted on 3592 format tape by agreement	Proprietary and commercial surveys: No later than 6 months after completion of processing
Final migrated stack after full pre-stack and post stack processing	Includes angle and offset stacks			
All other post stack depth migrated volumes	Includes post stack time migrated volumes if created			
Post stack time migrated volumes	If created as part of a PSDM project			

Positional data				
Positional data	Includes raw navigation, source-receiver navigation, final processed navigation, bathymetry data, and 3D survey bin grids		Raw navigation: IOGP P2/11; processed navigation: IOGP P1/11; bin grids: IOGP P6/11 format. Earlier IOGP / UKOOA formats may exceptionally be accepted by agreement To be provided on a USB 3-compatible storage device.	Proprietary surveys: No later than 6 months after completion of processing Commercial surveys: Final processed navigation, no later than 6 months after completion of processing Other: as per standalone notice

Reports				
Acquisition, including QC reports	Reports detailing the acquisition and quality checking of seismic surveys, including weekly reports and the final deliverables or outputs from surveys. These include shot point base maps and maps showing the full fold of coverage	Acquisition report	PDF/A, including machine readable text. Scanned images in PDF or TIFF format may exceptionally be accepted by agreement	Proprietary and commercial surveys: No later than 6 months after completion of processing

Type	Remarks	Report category	Form and manner	Reported by
Field tape listings		Field QC output listing		
Observers logs		Observers logs		
Processing reports	Information on processing system and sequence, final products, input data etc.	Processing reports		
Navigation reports		Navigation reports		
Navigation QC reports		Navigation QC reports		

Gravity and magnetic				
Gravity and magnetic	All raw and processed and gridded data	N/A	Data type submitted to Bridgeporth / BGS (see notes below)	<p>Proprietary surveys: No later than 6 months after completion of processing</p> <p>Commercial surveys: As per standalone s.34 notice</p>
Electromagnetic	Field data (both raw and calibrated), time series data, magnitude and phase data, traces (transient CSEM) and impedance tensor (MT)	N/A	Data type submitted to Bridgeporth/BGS (see notes below)	<p>Proprietary surveys: No later than 6 months after completion of processing</p> <p>Commercial surveys: As per standalone s.34 notice</p>

Notes

All tapes and other media must be labelled with the following information:

- Survey owner
- NDR/CS9 survey identifier
- Survey name
- Acquisition dates
- Data type (or list of contents if space permits)
- Processing version e.g. Near/Far/Full/Ufar
- Format i.e. SEG-Y, SEG-D as appropriate
- Inline/crossline
- Tape number if multiple tapes submitted (i.e. 1 of 2, 2 of 2)
- Survey area (ie. Western Approaches, Southern North Sea)

1. This also applies to USB media (see below) where a "README" file with the above information should also be included. When signal, navigation and velocity data are stored on tape with the UNIX 'tar' or 'dd' commands, the correct commands to retrieve the data must be provided.
2. All tapes submitted must be 3592 format. JC tapes preferred (4Tb capacity, suitable for reading in an IBM 3592 E07 generation device), but JA and JB tapes will be accepted exceptionally. Other tape media will not be accepted.
3. When reporting data on tape, emphasis must be placed on cost effectiveness and practicality in order to minimise loading costs and the burden on the OGA's ongoing data management and duplication costs. Whilst JC tapes are preferred, JA/JB tapes may be acceptable if the data volume and hence the number of tapes is reasonable. Due care should be taken to avoid excessive wastage of capacity (i.e. tapes should be full). In the case of reporting large field and pre-stack volumes, the OGA will discuss with relevant persons on a case by case basis the best way to achieve this aim.
4. A tape transcription report must accompany all tapes containing field and pre-stack data submitted for loading to the NDR.
5. All storage devices submitted must provide a USB 3 interface. USB 2 and earlier devices will not be accepted. *Seismic data* sets must be provided on a single device only. They must not be split across multiple USB devices.
6. All documentation must be submitted in PDF/A format, including machine readable text. Scanned images will not be accepted; in the case of legacy surveys where no digital master document exists, a pdf should be generated.
7. A loading sheet must accompany each data submission, providing instructions to ensure the data is loaded and quality controlled correctly. An example may be obtained from the OGA.
8. GeoVault is a data management service for gravity, magnetic and other non-seismic exploration data run by BGS and Bridgeport <http://www.geo-vault.com/>

Appendix 2

NDR Use of Data

The OGA has made clear in this guidance that the Exploration Licences refer to the OGA publishing the *Geophysical Survey Data*. The Data will be published by the OGA through the NDR and the permitted use of such published Data is as set out in the **NDR User Agreement**.¹³

The NDR User Agreement sets out, for registered users, the OGA's terms and conditions for fair and proper use of the NDR system and for use of such published data obtained from the NDR, in particular "Public Information"; that is, information that has been uploaded to the NDR by a person in fulfilment of their obligation to report information to the OGA and subsequently published by the OGA in exercise of its powers.

The NDR User Agreement states at Clauses 16 onwards how the *Geophysical Survey Data* can then be used, once published.

For example, it states at Clause 17 that the user can "*store in memory, manipulate, copy, analyse, reformat and print the Public Information*" (Clause 17). Furthermore, the user must acknowledge the use of the information by including a statement that the data has been provided by the OGA (Clause 18).

Therefore, should the Exploration Licensee provide Data directly to a requesting person, reasonable reproduction and storage, plus media/transmission costs, may be chargeable. However, there should be no charges for anything additional (e.g. copyright charges) if the data is to be used or reprocessed by that other party for their internal purposes such as considering whether to apply for an OGA Licence or as an analogue for their existing prospects; this will be different if the intent of reprocessing is to create new products for sale.

However, where the user wishes to use information for other, non-internal purposes, unless the OGA is the owner of the Data, the OGA does not own the

intellectual property rights in the *Geophysical Survey Data* and cannot therefore authorise specific use(s) a user may wish to make of the Data, such as adding value to the Data and selling that *Value Added Data* on. In that case, the user should contact the data owner. (See Clause 17 of the NDR User Agreement.)

¹³https://ndr.ogauthority.co.uk/dp/pages/NDRDocuments/General_Information/NDR_TermsAndConditions.pdf



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