



Oil & Gas
Authority



UK National Data Repository

National Data Repository

Terms and Conditions of Use

(‘NDR User Agreement’)

1. The National Data Repository (‘**NDR**’) is provided by the Oil and Gas Authority, a company incorporated in England and Wales (registered number 09666504) and having its registered office at 21 Bloomsbury Street, London, WC1B 3HF (‘**OGA**’).
2. In this NDR User Agreement:
 - (a) ‘**Allowable Information**’ means
 - (i) any petroleum-related information (as defined in the Energy Act 2016, section 27) required to be provided to the OGA pursuant to the terms of a petroleum licence or a notice given under section 34 of the Energy Act 2016;
 - (ii) any petroleum-related information or other information that the OGA agrees in writing may be put into the NDR (or provided to the OGA for input into the NDR);
 - (b) ‘**Confidential Information**’ means Information other than Public Information;
 - (c) ‘**Data Owner**’ means a person, including a Relevant Person or a former petroleum licensee, who is, or is deemed (for example an operator acting on behalf of petroleum licensees), the owner of Information;

- (d) **'Entitlement'** means the right to access, view, download and/or otherwise use Information granted by any User (having the right to do so) to any other User;
- (e) **'Information'** means any information (including metadata) in the NDR, including:
 - (i) Allowable Information that has been input into the NDR (or provided to the OGA and input into the NDR);
 - (ii) and/or information owned by the OGA (or which the OGA is entitled to make publicly available);
- (f) **'NDR ID'** means a User's user identification and/or password;
- (g) **'Public Information'** means Information disclosed, in the NDR, by the OGA:
 - (i) in accordance with the provisions of the applicable petroleum licence or *The Oil and Gas Authority (Offshore Petroleum) (Disclosure of Protected Material after Specified Period) Regulations 2018*;
 - (ii) with the prior written consent of the Data Owner; or
 - (iii) where such Information is owned by the OGA (or which the OGA is entitled to make publicly available);
- (h) **'Relevant Person'** has the meaning given to it in section 18(1) of the Energy Act 2016;
- (i) **'User(s)', 'you'** means any person who has registered to use the NDR;
- (j) **'Website'** means the NDR website ndr.ogauthority.co.uk;
- (k) **'include', 'including'** and derivations shall be construed without limitation;
- (l) headings are for information only;
- (m) the singular includes the plural (and vice versa).

Using the NDR

3. By selecting 'I agree' upon completing the NDR registration process, you are deemed to have read, understood and accepted the terms and conditions of this NDR User Agreement.

4. This NDR User Agreement commences at the time you complete the registration process as set out in clause 3 and shall continue in force until terminated as set out herein.
5. This NDR User Agreement supersedes any prior agreements, statements, understandings or proposals, oral or written, with respect to your use of the NDR.
6. Using the NDR requires you to set up an NDR ID. You agree to:
 - (a) provide accurate, current and complete information about yourself (and about your organisation, where applicable) as may be prompted, for example, by any registration forms on the NDR;
 - (b) maintain and promptly update the information referred to in paragraph (a) to keep it accurate, current and complete;
 - (c) maintain the security of your NDR ID;
 - (d) inform the NDR helpdesk immediately if you have any reason to believe your NDR ID has become known to or used by any other person or otherwise compromised.
7. You may not use anyone else's NDR ID and/or misrepresent your affiliation with any other User or any Data Owner.
8. You warrant to the OGA that during the term of this agreement, your NDR ID and other registration information is and at all times shall be true, complete, accurate and not misleading.
9. The OGA is not responsible for any losses arising from the unauthorised use of your NDR ID howsoever arising.
10. Passwords will be valid for ninety (90) days and will then need to be renewed by you. If the OGA has reason to believe at its own discretion that your account is no longer required (for example if you have not logged on for some time) your access to the NDR may be suspended or terminated as set out in clause 40 and you may need to re-register.

Submitting Information to the NDR

11. A User who is, or represents, a Data Owner may be entitled to input information into the NDR. You will not input into the NDR:
 - (a) any information other than Allowable Information;
 - (b) any Allowable Information that you do not have permission to input;
 - (c) any objectionable, offensive, unlawful, deceptive or harmful content; or
 - (d) any Allowable Information that you know is or suspect may be corrupt.
12. You may incur a charge for inputting Allowable Information into the NDR where such Allowable Information cannot be input directly, via the internet, into the NDR. Information on how to provide such Allowable Information to the OGA, and of applicable charges, can be found on the Website.

Permission to use Information

13. The OGA is not responsible for any losses arising from any Entitlement, including any unauthorised use of Information.
14. A User who is, or represents, a Data Owner may be permitted to grant Entitlements. Where you grant any Entitlement you agree:
 - (a) you shall have full responsibility for the grant and/or exercise of that Entitlement (and withdrawal of such Entitlement), including any use or misuse of any Information that is the subject of that Entitlement, and for the cancellation of any Entitlement you have granted in error;
 - (b) to immediately cancel any Entitlement granted by you if you have any reason to believe it has become compromised.
15. Where you have been granted an Entitlement you agree to use the Information that is the subject of the Entitlement only for the purposes set out by the User granting that Entitlement.

Use of Public Information

16. Subject to the other terms of this NDR User Agreement (and in particular clause 17 below), the OGA grants you a worldwide, royalty-free, non-exclusive, non-

transferable, non-assignable right and licence to download and use, but not to own, the Public Information as provided for in clause 17 below.

17. Subject to applicable UK law (statutory or at common law and including the Copyright, Designs and Patents Act 1988), you may, among other things, store in memory, manipulate, copy, analyse, reformat, and print the Public Information. Except where it is the Data Owner of the Information in question, the OGA does not own the intellectual property rights in the Information and cannot authorise, where applicable, specific use(s) you may wish to make of the Information. Clause 19 below sets out how the OGA-owned Information can be used.

18. You must (where you use the Information as set out in clause 17 above) acknowledge the source of the Information by including the following attribution statement:

'Contains information provided by the Oil and Gas Authority and/or other third parties.'

This is a fundamental and underlying condition of this NDR User Agreement and if you fail to comply the rights granted to you under this NDR User Agreement will end automatically.

19. Where Information is owned by the OGA, the OGA may make such Information available in the NDR on terms other than as set out in clause 17. Where that is the case, you will be informed before confirming any Information request or order.

20. This NDR User Agreement does not affect your freedom under fair dealing of fair use or any other copyright or database right exceptions and limitations.

21. This NDR User Agreement does not cover:

- (a) personal data in the Information;
- (b) Public Information that has not been accessed by way of publication or disclosure under information access legislation (including the Freedom of Information Acts for the UK) by or with the consent of the OGA;
- (c) use of the NDR logo, the OGA logo or any User, Data Owner or other third party logo;

- (d) third party rights the OGA is not authorised to grant rights in respect of; and
 - (e) other intellectual property rights, including patents, trade marks, and design rights howsoever arising.
22. This NDR User Agreement does not grant you any right to use the Information in a way that suggests any official status or that the Oil and Gas Authority and/or any other third party Information provider endorse you or your use of the Information.
23. You should not misuse the NDR, for example you should avoid excessive and/or repeated downloads.
24. The maximum size of files and/or amount of Information that may be downloaded may be limited by the OGA from time to time. Small files or amounts of Information may be downloaded using standard browser functionality, however, you may be required to download Information using a secure FTP site or an accelerated download tool.
25. Not all Information held in the NDR will be available for download. If you wish to order Information for delivery on media, charges, in respect of the cost of media, copying and delivery (together with VAT thereon), will apply and you will be informed of these before confirming any order.

Suspension & Termination

26. The OGA has the right in its sole discretion at any time to suspend or terminate User access to the NDR and/or all Information contained in it (online and otherwise and including access to data held in the NDR on media) without notice, including:
- (a) where it considers that:
 - (i) the User has breached any of the terms and conditions of this NDR User Agreement;
 - (ii) any conduct on the part of the User is or may be in violation of any law or is harmful to the interests of the OGA, the NDR, any other User, or any other third party

- (iii) there has been a breach of security or misuse of the NDR, including where the OGA considers that any NDR ID has become known to any person not authorised to use it or otherwise compromised;
 - (iv) there has been any attempt by you to disrupt or interfere with the NDR's servers, networks, computer programs, information or services or the Information;
 - (v) it is necessary to comply with any applicable laws, requests by law enforcement or other government agencies;
 - (vi) it is necessary to protect the stability or integrity of the NDR;
- (b) as a consequence of (at the OGA's sole discretion) any discontinuation or material modification of the NDR; or
- (c) due to any unexpected technical issues or problems.
27. You agree that the OGA will not be liable to you or any third party for suspension or termination of your access to the NDR.
28. In addition to any other remedies available to the OGA under this NDR User Agreement, at law or in equity, if the OGA determines that a User or Data Owner has accessed, or allowed access to, the NDR in breach of this NDR User Agreement, then the OGA may suspend or terminate the User's and/or Data Owner's access to the NDR. Any unauthorised or prohibited use may also subject the User and/or the Data Owner to civil liability and criminal prosecution under applicable laws.
29. Any warranties and representations of the User shall survive termination of this NDR User Agreement.

No warranty

30. The OGA does not promise or warrant that the NDR or any service or feature of the NDR will be error-free or uninterrupted or free from bugs or viruses, or that any defects will be corrected, or that your use of the NDR will provide specific results. The NDR is delivered on an 'as-is' and 'as-available' basis.
31. The Information is provided 'as is', and the OGA cannot ensure that any Information you download from the NDR will be free of viruses or contamination

or destructive features. The OGA is not liable for any errors or omissions in the Information and shall not be liable for any loss, injury or damage of any kind caused by its use. The Information is provided without any representation or endorsement made and without warranty of any kind, whether express or implied, including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

32. The OGA shall not be liable for the acts, omissions and conduct of any third parties in connection with or related to your use of the NDR and/or any Information howsoever arising. You assume total responsibility for your use of the NDR and any Information.
33. You warrant to the OGA that neither your input of Information into the NDR, nor your use of any Information will directly or indirectly infringe any intellectual property rights of any person, or defame, or unlawfully discriminate against, any person.
34. You agree to indemnify and hold harmless the OGA, its officers, directors, employees against any demands, loss, liability, claims or expenses (including legal fees) made against the OGA by any person arising out of or in connection with your use of the NDR and/or the Information.
35. Notwithstanding any provision of this NDR Agreement to the contrary, to the extent permitted by law, the OGA will not be liable in contract, tort (including liability for negligence) or otherwise or for any damages, direct or indirect (including (i) any loss or damage that is not reasonably foreseeable and (ii) loss of profits, revenue, financial losses, special, consequential or punitive damages) caused by or arising out of or in connection with this NDR User Agreement, howsoever caused.

Privacy

36. The OGA needs to collect certain personal information about you including, for example, to manage your access rights to the NDR, to respond to queries and to fulfil its legal obligations. The OGA respects your privacy and is committed to protecting your personal information; details on how we collect, use and look after your personal information can be found in the OGA's Privacy Statement.

The OGA's Privacy Statement is incorporated in this NDR User Agreement by this reference and can be found [here](#).

Cookies

37. The NDR uses cookies to ensure you get the best experience using the NDR. The OGA's policy on cookies is incorporated in this NDR User Agreement by this reference and can be found [here](#), and by agreeing to this User Agreement you agree to its use.

General

38. This NDR User Agreement sets out the basis on which you may use the NDR and/or the Information; there are separate terms and conditions for the use of the [Website](#) through which you access the NDR.
39. The OGA reserves the right, at its sole discretion, to change this NDR User Agreement or any part of it at any time. Where we do so we will publish a note of the change(s) on the Website and inform you when you next log-on to the NDR that the NDR User Agreement has been updated. By selecting 'I agree' on completing the log-on process, you will be deemed to have read and accepted the amended NDR User Agreement.
40. The OGA reserves the right to do any of the following, at any time and from time to time, without notice:
- (a) to modify, suspend or terminate operation of or access to the NDR, or any portion of the NDR, for any reason;
 - (b) to modify or change the NDR, or any portion of the NDR, and any applicable policies or terms; and
 - (c) to interrupt the operation of the NDR, or any portion of the NDR, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

The OGA will try, but is not obliged, to let you know if it intends to do so.

41. By registering to use, and in your use of, the NDR, you acknowledge that you must comply with all applicable laws (as set out in clause 44 below), including as

set out in the OGA's cookie policy (see clause 3736) and privacy statement (see clause 36).

42. If any term of this NDR User Agreement is found not to be enforceable, that will not affect any other terms.
43. If the OGA does not take action (or delays taking action) against you if you do not comply with the terms of this NDR User Agreement, that should not be construed as a waiver by the OGA of any of its rights to take any action.
44. Except as otherwise set out in this NDR User Agreement, this NDR User Agreement does not provide and will not be construed as providing third parties with any right, remedy or cause of action.
45. Except as otherwise set out in this NDR User Agreement, any notice or other communication will be in writing. Notices given by the OGA will be sent by email to the email address given as part of your registration/NDR ID and will be deemed to be given and received on the date on which they are sent. Notices given by you to the OGA will be sent by email to ndr@ogauthority.co.uk and will be effective on confirmation of receipt.
46. The OGA may assign or transfer any (or any part) of its rights and obligations under this NDR User Agreement to any person. You may not assign or transfer (including by way of security or otherwise) any (or any part) of your rights and obligations under this NDR User Agreement, without the prior written consent of the OGA.
47. This NDR User Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising under this NDR User Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.