



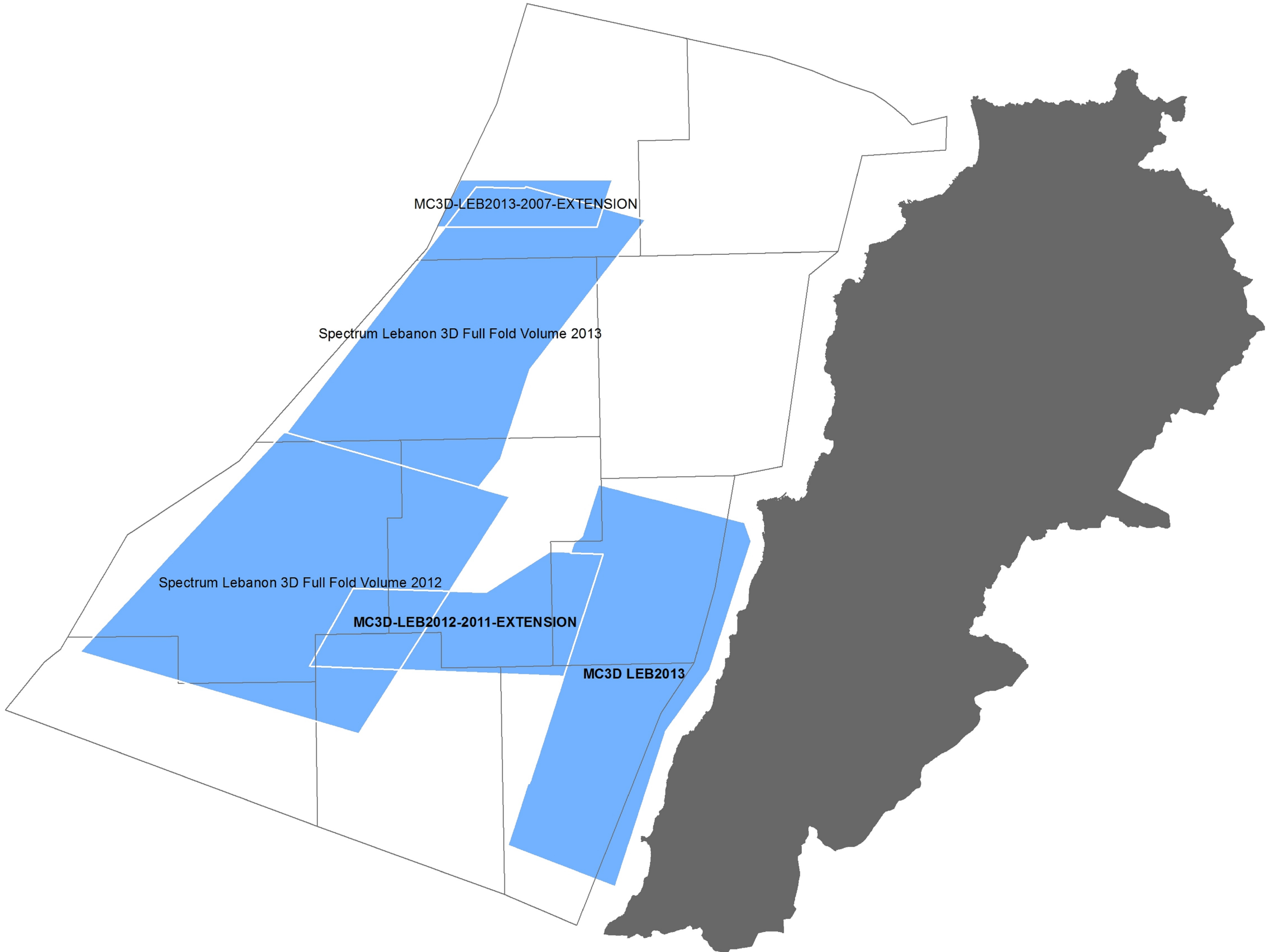
Request For Proposal for exclusive marketing rights and licensing of Seismic 3D data, MultiClient contract management, promotion, licensing data, training, knowledge transfer, and direct institutional support.

## **Compiled Clarifications Sheet**

Pursuant to Minister of Energy and Water approval  
(Document no. 3058/M dated September 12, 2024)

## CLARIFICATIONS COMPILED SHEET

Q no.	Clarification	Date received	LPA response	Date of response	Remarks
1	Would it be possible to know the last processing/reprocessing date of each dataset?	20-Sep-24	Kindly note that the approximative processing date of the surveys is as follows: MC3D-LEB2013: 2013 MC3D-LEB2012-2011-EXTENSION: 2012 MC3D-LEB2013-2007-EXTENSION: 2013 Spectrum Lebanon 3D Full Fold Volume 2012: 2012 Spectrum Lebanon 3D Full Fold Volume 2013: 2013  Moreover, there are no subsequent reprocessed datasets completed for the surveys related to this RFP.	24-Sep-24	
2	Could you kindly confirm the closing date is the 4th October as the documents were received by us on 13th Sept.	23-Sep-24	The closing date is set for the 4th of October, 2024.	24-Sep-24	
3	The enquiry states that any companies granted Exclusive Petroleum Rights in blocks in the future will be obliged to license the data related to those blocks. In the possible circumstance that a company granted those petroleum rights has already licensed the related data but from the Multi-Client company previously holding the exclusive marketing rights, (the older MC agreements), will there still be a requirement for the oil company to license the data again under this new agreement	23-Sep-24	The expiration of the contracts to which the data subject to the current bid was previously bound, terminates any data licensing rights or other rights held by the companies that signed those contracts. Consequently, the licensing of the data subject to the current RFP will be governed by the results of the current bid and the provisions of the contract that will be signed with the winner. Therefore, any non executed part of the previously granted licenses such as the uplift related to the award of a Block, which is mandatory under the third offshore licensing round, will be due only to the company that wins the current bid. This company (the winner) will be responsible for executing the non executed terms of the 3D data license granted to the consortium of companies that are awarded exclusive petroleum rights in a specific Block.  Moreover; There is no requirement to re-license the data over a certain block if the 3D data was licensed on a previous date and before the entry in force of the new contract as a result of the current RFP.	24-Sep-24	
4	For re-processing requirements carried out as part of this new agreement, will the exclusive marketing rights for the re-processed data be 10 years from completion of the processing, or 10 years from the signature of the contract.	23-Sep-24	The reference is made to section IV of the RFP (Scope of Work (5)) which states that the marketing rights for any re-processed product extend for 10 years after the completion of the re-processing. The Model Agreement (Annex II) will reflect this provision even if it does not in its current draft. Having said that any re-processed product should not be used as a tool to extend the marketing rights for a non reasonable duration. To avoid any ambiguity it could be agreed with the winner to clarify the duration of the contract in relation to the data in its current form (10 years from contract signature) and the re-processed data to be 10 years from the date of completion of the re-processing assuming the re-processing is completed in a reasonable time post contract signature.	24-Sep-24	
5	Would possible to receive the processing reports of the existing 3D datasets as well?	16-Sep-24	The processing reports for the 3D data are currently not available at the LPA.  However, the successful bidder will receive the actual data set, reprocessing reports and any other useful related information from the previous multi-client company which shall deliver those information and data to the winner.	20-Sep-24	
6	Please can you provide a full list of the datasets included in the agreement along with what products are available for each dataset such as:  6.a Full/partial stack volumes available PSDM/ PSTM 6.b Pre stack deliverables 6.c Velocity models 6.d Well/core data 6.e Processing/ reprocessing dates 6.f Derivatives such as interpretations/ processing reports, that will be made available to the company winning the contract to assist in marketing the data?	20-Sep-24	a. Full/partial stack volumes available PSDM/ PSTM PGS MC3D-LEB2013: Final Migration Stack, Final migration stack after full processing, Angle & Offset Stacks MC3D-LEB2012-2011-EXTENSION: Final Migration Stack, Final migration stack after full processing, Angle & Offset Stacks MC3D-LEB2013-2007-EXTENSION: Final Migration Stack For the Spectrum 3d : Angle cubes, near mid far, Final cube  b. Pre stack deliverables PGS MC3D-LEB2013: Pre-stack depth migrated data PGS: MC3D-LEB2012-2011-EXTENSION: Pre-stack time migrated data PGS: MC3D-LEB2013-2007-EXTENSION: N/A For the Spectrum 3D : Raw cube  c. Velocity models PGS : MC3D-LEB2013: Migration Velocity, Anisotropy PGS: MC3D-LEB2012-2011-EXTENSION: Stacking Velocity, Migration Velocity, Anisotropy PGS: MC3D-LEB2013-2007-EXTENSION For the Spectrum 3D : Velocities  d. Well/core data: N/A  e. Processing/ reprocessing dates MC3D-LEB2013: 2013 MC3D-LEB2012-2011-EXTENSION: 2012 MC3D-LEB2013-2007-EXTENSION: 2013 Spectrum Lebanon 3D: 2013 *Dates are approximative, no reprocessing has been done.  f. Derivatives such as interpretations/ processing reports, that will be made available to the company winning the contract to assist in marketing the data?  PGS MC3D-LEB2013: Observers logs / reports PGS MC3D-LEB2012-2011-EXTENSION: N/A PGS MC3D-LEB2013-2007-EXTENSION: Acquisition report For the Spectrum 3D: Acquisition and processing report  P.S: For your convenience, a map showing the surveys name is attached at the end of this document.	24-Sep-24	The winner will coordinate with the company that acquired and used to market the Data Set in order to obtain all data information, reports and relevant information enabling the winner to conduct the required duties as per the signed agreement. The Ministry will ensure that this activity is completed in a smooth manner.
7	Are you able to provide the following from the LPA/Ministry database: 7.a List of licences granted under previous agreement including 7.b Surveys or sub areas 7.c Products licensed	20-Sep-24	This information will be shared post bid closure and exclusively with the Winner	24-Sep-24	
8	Can an online data room be held to allow bidders to review the data prior to submitting a bid? a. At this data viewing, will you be able to provide technical input on the geology / plays/ future exploration potential?	20-Sep-24	There is no virtual data room online currently to address this request. And it is not possible to arrange for one given the timeline of the bid. However and if it is possible, we have a physical data room in Beirut that could be visited that would provide answers to your requests	24-Sep-24	
9	Are you able to provide list of unfulfilled work commitments that may involve seismic reprocessing/ seismic acquisition for current licences?	20-Sep-24	There were no work commitments specified in earlier contracts and the service company had full control on the investment injection (amount, activity, timeline, etc...)	24-Sep-24	
10	Will the exclusive marketing right being bid also give exclusivity to the area under the seismic coverage being bid?	20-Sep-24	The rights to be granted under the bid related to the exclusive marketing of the data subject to the bid and defined in the RFP, do not grant any other rights related to the data acquired from areas (blocks as per Decree 42/2027). The rights related to future data acquisition from blocks shall be under a Reconnaissance License issued by a decision of the Minister of Energy and Water based on the opinion of the LPA upon a submitted request from a company specialized in data acquisition, in accordance with the provisions of Chapter 2 of Decree 10289/2013 (Petroleum Activities Regulations) published on LPA website.	24-Sep-24	
11	For future licence commitments for licences not yet awarded, can commitments, such as seismic reprocessing, be fulfilled on a non-exclusive basis?	20-Sep-24	Can you please clarify what you mean licenses not yet awarded : Awarded to Energy companies? or the data sets that their marketing rights expire and in any case what is meant by non-exclusive basis? However and as mentioned in the previous answer (Q5) any future license shall all be under a Reconnaissance License. Moreover, as per Article 14 (Conditions of a Reconnaissance Licence) of Decree 10289/2013 the Minister of Energy and Water shall, based on the opinion of the LPA, specify the conditions of the Reconnaissance licence which shall include the terms and conditions under which Right Holder of a Reconnaissance Licence may sell or transfer Data.	24-Sep-24	Require further clarification as to be able to answer adequately
12	Will the data that are covered by agreements that expire between now and 2027, a. automatically be covered by this agreement, or b. will the data be offered first to the winner of this tender, or c. will separate tenders be issued for each data?	20-Sep-24	Separate tenders would be organized in due time	24-Sep-24	
13	For reprocessing of existing data, would it be possible to give the individual percentage weighting for technology included in the baseline, amount of area being reprocessed and number of surveys reworked?	20-Sep-24	We have elected not to go into nor specify any reprocessing work commitment ( technology, area, timeline, date of activity, etc...) in order to leave to the bidder the flexibility needed to address the market needs through the 10 years of exclusive marketing rights. Moreover we will not be able to cover all possible reprocessing techniques and surely not able to rank those techniques and subsequently allocate various weights to. Even if this is somehow achieved it will make the bid assessment and bidders ranking a complicated task.	24-Sep-24	
14	Revenue share is given only as a flat rate. Are bidders able to submit pre and post cost recovery revenue share percentage?	20-Sep-24	The biddable items introduced do not have any variables and hence cannot be related to cost recovery. Objective bids assessment and clear bidders ranking is behind such decision.	24-Sep-24	
15	Can the current license fee for the data disclosed to the bidder?	20-Sep-24	Nor the Ministry, nor the LPA have the authority to specify the license fee. Each license fee is negotiated between the service company and the Energy company. The service company have full control over the structuring of the license agreement.	24-Sep-24	
16	Will there be a floor rate for future license fee? If not, could you please enforce a minimum license fee/Sq. Km for "unprocessed" data to ensure that the revenue share percentage offered are compared on a like-to-like basis.	20-Sep-24	The Ministry and the LPA do not intervene in the pricing nor provide any guidance over that subject. It is up to the winner to negotiate and specify his own floor with interested energy companies	24-Sep-24	
17	Will data licenses previous issued covering the area being bid also terminated alongside the marketing rights?	20-Sep-24	Previous licenses issued to energy companies will not be terminated and are still valid. Moreover; we have not included such provisions in any of the multilateral agreements as it is not fair nor industry practice to charge the energy companies more than once for the same data. Having said that the addition of re-processed data marketing rights to the current bid aims at allowing the winner to generate revenue from the same energy company for the same data set after adding value through re-processing to both the winner and the energy company.	24-Sep-24	
18	For licences already issued on datasets that may include an uplift on block award or similar later payments, would the revenue share on these payments be due to the previous holder of the marketing agreement or the new holder of the agreement?	20-Sep-24	The expiration of the contracts to which the data subject to the current bid was previously bound, terminates any data licensing rights or other rights held by the companies that signed those contracts. Consequently, the licensing of the data subject to the current RFP will be governed by the results of the current bid and the provisions of the contract that will be signed with the winner. Therefore, any non executed part of the previously granted licenses such as the uplift related to the award of a Block, which is mandatory under the third offshore licensing round, will be due only to the company that wins the current bid. This company (the winner) will be responsible for executing the non executed terms of the 3D data license granted to the consortium of companies that are awarded exclusive petroleum rights in a specific Block.	24-Sep-24	
19	For the 2-D/Well/Potential field data, are the marketing rights for this held under another marketing contract? If so, will this data be marketed separately even where it is covered by the 3-D data in this bid?	20-Sep-24	The scope of this tender is clearly defined to only cover the 3D seismic Data Set as per the maps and Annexes attached to the Request for Proposal	24-Sep-24	
20	If costs, plus a fixed percentage, incurred during the term of the contract, (e.g. marketing, reprocessing, DIS, MPTKT) is less than the share received by the bidder, would it be possible to extend the contract period until such time as these were met?	20-Sep-24	It is too early to provide guidance about such scenario. We hope that this scenario would not take place with the potential sales with all the Data Set being in blocks not yet awarded. Please keep in mind that the Energy company winning a block is obliged to license the 3D data over that block post award.	24-Sep-24	
21	Please confirm that full autonomy is granted to bidder for all sales and marketing activities.	20-Sep-24	The bid winner will have the right for all sales and marketing activities taking into consideration the following provisions of the Model Contract : Art 2- Worldwide: All countries except those with which the Lebanese State prevents its citizens or customers or residents to have any commercial relations.	24-Sep-24	
22	Does the Ministry have any specific promotional activities events planned?	20-Sep-24	Currently we are attending and presenting at the World Energies Summit in London (1st-2nd October, 2024)	24-Sep-24	
23	Is it possible to define further the weighting for depth of indirect vs direct contributions e.g., knowledge transfer, training?	20-Sep-24	The grouping done was between Direct support (DIS) and all other associated activities of support (MPTKT). The MPTKT yearly budget is agreed mutually each year which makes the bidders' number work as a ceiling that in some years this ceiling would not be reached. One should note that MPTKT contribution is done by the service company and all payment settled to the third party involved (if any). The MPTKT payments are not going to be sent to the LPA account, only the DIS would.	24-Sep-24	
24	If there is a loss of business due to surface risks beyond the control of either the Ministry or bidder, is there a mechanism to suspend MPTKT and DIS payments and/or renegotiate the terms for the disrupted period?	20-Sep-24	The biddable items are not negotiable before and after the submission of the bids. However the Model Contract does not contain any stabilization clause.	24-Sep-24	
25	Can the bidder propose lumpsum MPTKT for the term of the contract but then is allocated variably across the term of the contract? i.e. higher MPTKT for year of bid round lower for year between bid rounds?	20-Sep-24	The yearly distribution would be agreed mutually as part of the budget. The value of the MPTKT would not be at the maximum every year. For bid evaluation purposes we would need a yearly value.	24-Sep-24	
26	For compliance purposes, would Ministry be able to provide further information on use cases of DIS payments.	20-Sep-24	Due to recent economic crisis in the country, the LPA and other public institutions are unable to exchange their public budget funds into foreign currencies and transfer the money out of the country to obtain services, specialized software and hardware, hire subject matter experts that request to be paid in foreign currencies being local or international. This situation triggered the need for Fresh funds denominated in USD that can be used in the country and abroad to enable the Administration to fulfill its tasks and to carry out its duties, with the appropriate professional standards, keep up and running the public & entity concerned with the management of the oil and gas sector, which is considered one of the most vital sectors in the country. As of October 2022, the Institutional Support concept was introduced in all future (Model EPA issued by a decree) and existing Exploration and Production Agreements signed by TotalEnergies, ENI and Qatar Energy and the Operator is transferring the due amounts to the LPA account at the central bank (USD) for the second year in a row. It should be noted that once the funds hit the LPA account they become public funds subject to all audit procedures.	24-Sep-24	



MC3D-LEB2013-2007-EXTENSION

Spectrum Lebanon 3D Full Fold Volume 2013

Spectrum Lebanon 3D Full Fold Volume 2012

MC3D-LEB2012-2011-EXTENSION

MC3D LEB2013