No. 20387

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND and

NORWAY

Agreement relating to the exploitation of the Murchison Field Reservoir and the offtake of pretroleum therefrom (with annexes). Signed at Oslo on 16 October 1979

Authentic texts: English and Norwegian.

Registered by the United Kingdom of Great Britain and Northern Ireland on 16 September 1981.

ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD

et NORVÈGE

Accord relatif à l'exploitation du gisement de Murchison et à l'enlèvement du pétrole extrait de celui-ci (avec annexes). Signé à Oslo le 16 octobre 1979

Textes authentiques : anglais et norvégien.

Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 16 septembre 1981.

AGREEMENT' BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE KINGDOM OF NORWAY RELATING TO THE EXPLOITATION OF THE MURCHISON FIELD RESERVOIR AND THE OFFTAKE OF PETROLEUM THEREFROM

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Kingdom of Norway;

Considering that the drilling in the continental shelf between the United Kingdom and the Kingdom of Norway has proved the existence of petroleum reservoirs, now named the Murchison Field Reservoir, which extends across the dividing line as defined in the Agreement of 10 March 1965 between the two Governments relating to the delimitation of the continental shelf between the two countries;²

Having regard to article 4 of the said Agreement under which the two Governments have undertaken, in consultation with the licensees, to seek agreement as to the manner in which any such field shall be most effectively exploited and the manner in which the proceeds deriving therefrom shall be apportioned;

Desiring, before production commences, to make provision for the exploitation of the Murchison Field Reservoir as a single unit and for the regulation of the offtake of production from the Murchison Field Reservoir;

Have agreed as follows:

Article 1. Unitisation and Licensees' Agreements

- (1) The Murchison Field Reservoir shall be exploited as a single unit.
- (2) (a) Each Government shall require those who are its licensees at the date of signature of this Agreement to enter into agreements between themselves and the licensees at that date of the other Government to regulate the exploitation in accordance with this Agreement of the Murchison Field Reservoir. Those agreements shall incorporate provisions to ensure that in the event of a conflict between any of them and this Agreement, the terms of this Agreement shall prevail. Such agreements between the licensees require the prior approval of the two Governments.
- (b) The licensees shall be required to submit any proposed amendment to any of the agreements mentioned in sub-paragraph (a) of paragraph (2) of this article for the prior approval of the two Governments. Such approval shall be deemed to have been given unless the licensees have been notified to the contrary by one or both Governments not later than 45 days after the receipt of the submission to both Governments.
- (3) The licensees may supplement the agreements so concluded by agreements in respect of accounting, operating, and other specialised aspects of the exploitation. The terms of all such supplementary agreements or any subsequent amendments thereof shall be notified to the Governments not later than 45 days after their conclusion or the date of this Agreement, whichever is the later. The two Governments may

¹ Came into force on 30 January 1981, the date on which the two Governments informed each other that all necessary internal requirements had been fulfilled, in accordance with article 24 (1).

² United Nations, Treaty Series, vol. 551, p. 213.

require them to be amended or such further agreements to be made as the Governments agree to be necessary properly to secure the exploitation of the Murchison Field Reservoir.

Article 2. Determination and Apportionment of Reserves

- (1) The two Governments shall jointly demarcate, in a manner to be agreed, the dividing line defined in the Agreement of 10 March 1965 between the two Governments relating to the delimitation of the continental shelf between the two countries and shall require their respective licensees to furnish to both Governments the positions of all installations when in place. In respect of all installations thus shown to lie within 500 metres of the dividing line the two Governments shall jointly determine the respective positions of such installations in relation to the dividing line. Such demarcation of the dividing line and determination by the two Governments of the positions of installations shall have conclusive effect for the purposes of this Agreement.
- (2) The two Governments shall consult each other with a view to agreeing determinations of the limits of the Murchison Field Reservoir, of estimated total reserves and of an apportionment of the reserves as between the continental shelf appertaining to the United Kingdom and the continental shelf appertaining to the Kingdom of Norway. In the event of any formation other than the Brent Formation being included within the Murchison Field Reservoir, account shall be taken of all relevant reservoir factors of such other formation in determining an apportionment of the reserves. The licensees shall be required to submit to the Governments a proposal for such determinations.
- (3) The two Governments shall endeavour to agree the apportionment of the reserves before production commencement date. If the Governments fail to reach such agreement before that date, the production of Murchison petroleum shall, pending such agreement, commence and be provisionally apportioned on the basis of a proposal for the apportionment submitted by the licensees, the proposal being in accordance with the agreements referred to in article 1, or on such other basis as the two Governments may agree. Such provisional apportionment shall be without prejudice to the position of either Government. When the apportionment is agreed, it shall be substituted for the provisional apportionment as if the agreed apportionment were a revision made under article 3.
- (4) Subject to paragraph (6) of article 3 and any adjustments made for operational reasons or as the two Governments may agree for other reasons, the Governments shall require their respective licensees at all times to share the production of Murchison petroleum such that the cumulative volume of Murchison petroleum received by the licensees of the Government of the United Kingdom and the cumulative volume of Murchison petroleum received by the licensees of the Government of the Kingdom of Norway shall each correspond to the apportionment of the reserves pursuant to paragraph (3) of this article, notwithstanding the location of the installations.
- (5) If the two Governments are unable to reach agreement on any of the matters which fall to be agreed under paragraph (2) or (3) of this article within 12 months from the production commencement date, the question shall be settled in accordance with the provisions in paragraph (2) of article 21.
- (6) Subject to requirements of safety, neither Government shall withhold a permit for the drilling of wells by, or on account of, licensees of the other Govern-

ment in conformity with those agreements mentioned in paragraph (2) of article 1 between the licensees, for purposes related to the determination of the limits of the Murchison Field Reservoir, the total amount of the reserves or the apportionment of the reserves.

Article 3. REDETERMINATION AND REAPPORTIONMENT OF RESERVES

- (1) Either Government may request a review of the limits of the Murchison Field Reservoir and the total amount of the reserves and the apportionment of the reserves or any of them, agreed or determined under article 2, in order to arrive at a redetermination according to the following schedule:
- (a) On completion of the tenth well drilled into the Murchison Field Reservoir from a unit platform;
- (b) On the expiry of the period of at least 90 days following on completion of the last well called for in the programme agreed in accordance with article 11 or on the second anniversary of the date referred to in sub-paragraph (a), whichever is the earlier;
- (c) On the fourth of every succeeding anniversary of the date determined in accordance with sub-paragraph (b); and
- (d) At any other time when either a new petroleum reservoir is found in a new formation and identified as part of the Murchison Field Reservoir, or it is determined that a new petroleum reservoir is to be treated as underlying the Murchison Area pursuant to paragraph (4) of this article.
- (2) A Government's request for a review with regard to a redetermination on one of the dates referred to in sub-paragraphs (a), (b) and (c) of paragraph (1) of this article, shall be addressed to the other Government not later than 180 days preceding the scheduled date of the relevant redetermination.
- (3) All redeterminations shall have effect from the first day of the month following the month during which the redetermination has been agreed by both Governments or settled in accordance with the provisions of article 21, as the case may be, the intention of the two Governments being that such agreement will be reached on or soon after the scheduled date of the relevant redetermination.
- (4) Whenever the two Governments jointly determine that a commercially exploitable petroleum reservoir partially underlies the Murchison Area, such reservoir shall if the Governments agree that the major portion thereof underlies the Murchison Area be treated in all respects as if all of the reservoir underlies the Murchison Area and shall if the Governments agree that the minor portion thereof underlies the Murchison Area, and unless otherwise agreed by the two Governments, be treated as if no part of the reservoir underlies the Murchison Area.
- (5) If a reservoir which partially underlies the Murchison Area and which partially underlies an area of the continental shelf to which a person other than the licensees holds a production licence, is to be treated as if all of the reservoir underlies the Murchison Area pursuant to paragraph (4) of this article, that person and the licensees shall be required to enter into an agreement, within such time as the Governments shall stipulate, the terms of which shall conform to the provisions of paragraph (2) of article 1 and shall be subject to the prior approval of the two Governments.
- (6) Each Government shall require its licensees to conduct all operations necessary for each revision and to secure that at the time the production from the Murchison Field Reservoir ceases the share of the total volume of Murchison petroleum

received by the licensees of the Government of the United Kingdom and the share of the total volume of Murchison petroleum received by the licensees of the Government of the Kingdom of Norway shall each correspond to the final apportionment of the reserves. All revisions shall be based upon the state of the Murchison Field Reservoir before commencement of production. Whenever the apportionment of the reserves is revised, the licensees shall adjust deliveries between themselves to ensure that imbalances deriving from the superseded apportionment are made good.

(7) The provisions of paragraphs (2) and (5) of article 2 shall apply to revisions under this article as those provisions apply to matters to be agreed pursuant to article 2.

Article 4. Unit Operator

The two Governments shall ensure that for the purposes of the exploitation, in accordance with this Agreement, of the Murchison Field Reservoir, a unit operator is appointed by agreement between the licensees. The appointment of the unit operator shall be subject to the approval of the two Governments.

Article 5. SAFETY MEASURES AND TELECOMMUNICATIONS

- (1) The two Governments shall consult one another with a view to ensuring that there are appropriate safety measures for all installations and that all installations on both sides of the dividing line are, as far as possible, subject to uniform safety and construction standards.
- (2) Each Government shall have the final right to determine the safety measures which are to govern the installations under its jurisdiction as set out in article 22. With respect to any installation crossing the dividing line, the two Governments shall, after consultations, formulate coordinated safety measures and shall require compliance therewith by their respective licensees.
- (3) The establishment, operation and control of equipment for radio communications in connection with the exploitation of the Murchison Field Reservoir shall be subject to arrangements between the competent telecommunications authorities.

Article 6. Access to Installations

- (1) Subject to the requirements of safety there shall be free movement of all persons and materials between all installations for the purposes of the exploitation of the Murchison Field Reservoir.
- (2) Subject to the requirements of safety and for the purposes of activities connected with the exploitation of the Murchison Field Reservoir, the landing facilities on installations shall be freely available to vessels and, in accordance with any existing arrangements or any arrangements which may be concluded between the competent authorities, available to aircraft of the nationality of either State.

Article 7. Inspectors

(1) Each Government affirms that it has the sole responsibility for all inspections of installations situated on the continental shelf appertaining to it and of the operations carried out on such installations. Each Government undertakes to procure access to them and their equipment, in accordance with the provisions of article 6, for, and the production of relevant information to, inspectors appointed by the other Government to enable those inspectors to satisfy themselves that the fundamental interests of their Government in regard to safety, petroleum production and measurement are met.

- (2) If, in the absence of an inspector of one Government on an installation for which that Government has the responsibility for inspection it appears to an inspector of the other Government that there is on that installation an imminent danger to the life of a person or of an accident involving serious pollution, that inspector shall immediately inform the person in charge of the installation and the competent authorities of the other Government of the danger.
- (3) The competent authorities of the two Governments shall consult with each other to agree methods to implement this article.

Article 8. TERMINATION OF PRODUCTION LICENCES

- (1) In the event of the expiry, surrender or revocation of any production licence or any part of such a licence relating to any part of the Murchison Field Reservoir, the Government which issued the licence shall ensure that the exploitation of the Murchison Field Reservoir is continued in accordance with the terms of this Agreement and the agreements between the licensees referred to in article 1 subsisting immediately before such expiry, surrender or revocation. In particular the Government concerned shall take one of the following steps:
- (a) Issue a new licence in replacement of the licence which has expired or been surrendered or revoked; or
- (b) Itself conduct such exploitation as if it were a licensee; or
- (c) Take such other action to continue the exploitation of the Murchison Field Reservoir as the two Governments may agree.
- (2) The Government taking action as described in paragraph (1) of this article shall procure that the agreements between the licensees referred to in article 1 shall be the subject of such supplementary agreements as may be necessary consequent upon the action taken.

Article 9. Transfer of Production Licence Rights

Each Government shall ensure that its licensees shall not transfer any of the rights granted by virtue of any production licence relating to any part of the Murchison Field Reservoir and shall not grant the like rights to any other person without the prior consent of the licensing Government. Before granting its consent, the licensing Government shall consult with the other Government.

Article 10. Use of Installations for Non-Unit Operations

Either Government may, after consultation with the other Government and the licensees, permit the use of installations within its jurisdiction for the exploitation of petroleum deposits not comprised in the Murchison Field Reservoir, subject to the laws of the State of that Government, and provided that such use does not adversely affect the exploitation, in accordance with this Agreement, of the Murchison Field Reservoir.

Article 11. Programme for Exploitation

The two Governments shall ensure that the licensees exploit the Murchison Field Reservoir in accordance with a programme which has been approved by the two Governments. The Governments may jointly agree to its amendment at any time. The approval, amendment and implementation of such programme shall take account of the objective that the Murchison Field Reservoir be exploited in such a manner as to prevent the waste of petroleum and minimize losses of reservoir energy.

Article 12. Transport and Transmission of Petroleum

- (1) The two Governments recognize that initially the offtake of crude oil from the Murchison Field Reservoir will be by means of a pipeline, the gas produced being reinjected.
- (2) Each Government recognizes the right of the other Government and of the licensees of the other Government to take directly from the Murchison Area to the territory of the other Government that share of Murchison Petroleurn to which the licensees of the other Government are entitled under the provisions of articles 2 and 3 notwithstanding the location of the installations from which the Murchison petroleum is produced, and accordingly each Government shall in accordance with and subject to applicable laws grant any necessary licences and grant any necessary consents concerning the construction and operation of any system of offtake to transport or transmit Murchison petroleum in exercise of that right.
- (3) The two Governments shall, in consultation with the licensees, seek agreement on such supplementary articles to this Agreement as may be necessary for the transport and transmission of Murchison petroleum.

Article 13. Measuring Systems

- (1) Each Government shall require its licensees to ensure that Murchison petroleum is measured in such a manner as to account for the quantities produced, used and disposed of. In particular, but not by way of limitation, the licensees shall be required to account separately for the quantities of Murchison petroleum:
- (a) Produced;
- (b) Used in the operation of the field;
- (c) Lifted;
- (d) Reinjected; and
- (e) Flared.
- (2) Each Government shall require its licensees to submit for approval the proposals showing the manner in which the measuring systems are to be designed, installed and operated, and such approval shall only be given after each Government has consulted the other.
- (3) The two Governments shall agree on regular calibration of the measuring systems, and each Government shall make available to the other certified production records of Murchison petroleum at agreed intervals.

Article 14. Prevention of Pollution

- (1) The two Governments undertake to make every endeavour, jointly and severally, to ensure that the exploitation of the Murchison Field Reservoir and the operation of any installation or pipeline involved in that exploitation shall not cause pollution of the marine environment or damage by pollution to the coast-line, shore facilities or amenities, or vessels or fishing gear of any country.
- (2) The competent authorities of the two Governments shall consult with each other to agree on methods to implement this article, including those to apply in an emergency.

Article 15. Conditions of Employment, etc.

The two Governments shall consult with a view to removing, as far as possible, unreasonable effects of the application of different systems of law of either State in matters relating to conditions of employment, social security, health and welfare.

Article 16. Confidential Information

- (1) Where a licensee has supplied information to its Government, subject to lawful restrictions as to disclosure and use, that Government may, to the extent that this does not conflict with restrictions as to disclosure and use, disclose such information to the other Government. The Government receiving such information from the other Government shall treat the information as confidential and shall not further disclose or use it inconsistently with such restrictions. However, each Government may at any time make use of the information for the purpose of preparing general reports on activities in respect of the Murchison Field Reservoir.
- (2) Copies of all such general reports published by one Government shall be transmitted to the other Government not later than the date of publication.

Article 17. EMERGENCIES

Nothing in this Agreement or in the agreements referred to in article 1 shall prejudice the exercise by each Government or by the two Governments jointly of special powers in the case of national or international emergency. Consultations shall be held at the earliest opportunity in order that the two Governments may agree on appropriate joint measures to reconcile the urgency of the situation with their common interest in the most effective exploitation of the Murchison Field Reservoir.

Article 18. ROYALTIES

Each Government may only charge royalties and similar dues on the share of production of Murchison petroleum to which its licensees are entitled under the provisions of articles 2 and 3 notwithstanding the location of the installations from which the Murchison petroleum is produced.

Article 19. TAXATION

Profits, gains and capital in respect of the exploitation of the Murchison Field Reservoir shall be taxed in accordance with the laws of the United Kingdom and the Kingdom of Norway respectively including the Protocol signed on 16 October 1979¹ to the Convention for the avoidance of double taxation and prevention of fiscal evasion with respect to taxes on income and capital signed on 22 January 1969² and such further Protocol or Protocols to that Convention as may be signed in the future with provisions expressly stated to be applicable to the exploitation of the Murchison Field Reservoir.

Article 20. Consultative Commission

A commission shall be established consisting of six persons of whom each Government shall appoint three persons, to be known as the Murchison Field Consultative Commission, for the purpose of facilitating the implementation of this Agreement. The functions of the Commission, which shall include that of consider-

¹ United Nations, Treaty Series, vol. 1218, No. A-10436.

² *Ibid.*, vol. 725, p. 287.

ing matters referred to it by the Governments, and its procedures shall be subject to such further arrangements as may be agreed by the two Governments from time to time.

Article 21. Settlement of Disputes

- (1) Any matter referred to the Governments for settlement under the agreements between the licensees mentioned in article 1 (other than such matters as the two Governments may agree to refer back to the licensees for resolution) or any dispute about the interpretation or application of this Agreement shall be resolved through the Murchison Field Consultative Commission or by negotiation between the two Governments.
- (2) If any such dispute cannot be resolved as provided for in paragraph (1) of this article or by any other procedure agreed to by the two Governments, the dispute shall be submitted, at the request of either Government, to an arbitral tribunal composed as follows:

Each Government shall designate one arbitrator, and the two arbitrators so designated shall elect a third, who shall be the Chairman and who shall not be a national of or habitually reside in the United Kingdom or in the Kingdom of Norway. If either Government fails to designate an arbitrator within three months of a request to do so, either Government may request the President of the International Court of Justice to appoint an arbitrator. The same procedure shall apply if, within one month of the designation or appointment of the second arbitrator, the third arbitrator has not been elected. The tribunal shall determine its own procedure, save that all decisions shall be taken, in the absence of unanimity, by a majority vote of the members of the tribunal. The decisions of the tribunal shall be binding upon the two Governments and shall, for the purposes of this Agreement, be regarded as agreements between the two Governments.

Article 22. Jurisdiction

- (1) Nothing in this Agreement shall be interpreted as affecting the jurisdiction which each State has under international law over the continental shelf which appertains to it. In particular, installations located on the continental shelf appertaining to the United Kingdom shall be under the jurisdiction of the United Kingdom, and installations located on the continental shelf appertaining to the Kingdom of Norway shall be under the jurisdiction of the Kingdom of Norway.
- (2) Nothing in this Agreement shall be interpreted as prejudicing or restricting the application of the laws of either State or the exercise of jurisdiction by their courts, in conformity with international law.

Article 23. Definitions and Interpretation

- (1) For the purposes of this Agreement, unless the context otherwise requires:
- (a) "Murchison Field Reservoir" means those volumes of strata between points 20 metres above the top and 20 metres below the bottom of the naturally occurring petroleum bearing portions of the Brent Formation and of each of such other formations as have petroleum bearing portions which can be identified and defined by either of the Governments in consultation with each other, to the extent that such portions of each of the formations mentioned in this sub-paragraph are located within the Murchison Area.

- (b) "Murchison Area" means that area which is within the boundary delineated by a set of lines of latitude and longitude joining, as described in Annex 1, the points defined by the co-ordinates of latitude and longitude set out in that Annex.
- (c) "Murchison Petroleum" means all naturally occurring liquid and gaseous hydrocarbons contained in the Murchison Field Reservoir.
- (d) "Reserves" means the volume of oil present in the Murchison Field Reservoir before the start of production, measured and determined in accordance with such standards, criteria and procedures as the Governments shall require the licensees to make provision for in their agreements referred to in paragraph (2) of article 1 and described in those agreements as stock tank oil originally in place. (A copy of the "Procedure for the Determination of Stock Tank Oil Originally in Place" is deposited with the Department of Energy in London and a copy with the Ministry of Petroleum and Energy in Oslo).
- (e) "Brent Formation" means the formation typically consisting of fluviodeltaic sands, thin shales and micaceous sands, all of which are considered to be of Middle Jurassic, Bathonian/Bajocian Age, within the reference section described in paragraph (1) of Annex II.
- (f) "Installation" means any structure or device installed above, on or under the sea bed, including field pipelines, but not including pipelines for transmission of petroleum to shore, which is involved in the exploitation of the Murchison Field Reservoir.
- (g) "Licensees" means any persons, whether individuals or bodies corporate, holding for the time being a licence from the competent authorities of either Government for the exploitation of the Murchison Field Reservoir. Each Government shall give prompt written notification to the other Government of the names of those persons holding such a licence and of those who have ceased to hold such a licence.
- (2) The headings to the articles shall not be used to establish the scope or meaning of all or any part of the text of this Agreement and shall have no legal effect.

Article 24. Entry into Force and Duration

- (1) This Agreement shall enter into force on the date on which the two Governments shall have informed each other that all necessary internal requirements have been fulfilled.
- (2) The two Governments may amend or terminate this Agreement at any time by agreement.

IN WITNESS WHEREOF the undersigned, duly authorised by their respective Governments, have signed this Agreement.

Done in duplicate at Oslo on 16 October 1979 in the English and Norwegian languages, both texts being equally authoritative.

For the Government of the United Kingdom of Great Britain and Northern Ireland:

For the Government of the Kingdom of Norway:

DAVID HOWELL

BJARTMAR GJERDE

A. T. LAMB

ANNEX I

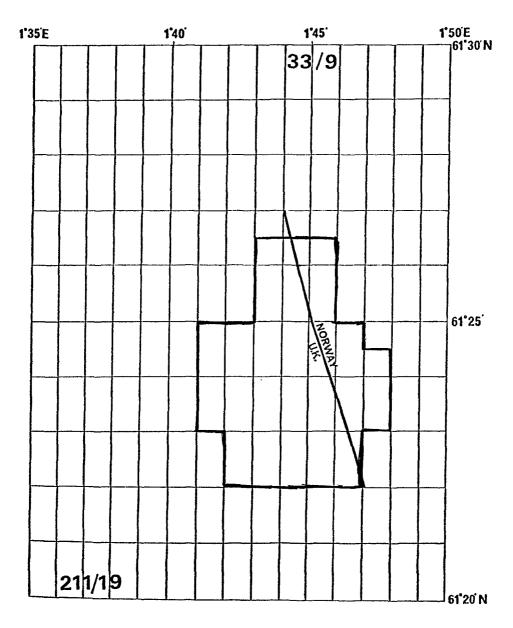
MURCHISON AREA

The Murchison Area is bounded by a set of lines of latitude and longitude described as follows:

Starting position	61° 22′00″ N	1° 42′00″ E; thence to
	61° 23′00″ N	1° 42'00" E; thence to
	61° 23′00″ N	1° 41′00″ E; thence to
	61° 25′00" N	1° 41′00″ E; thence to
	61° 25′00″ N	1° 43'00" E; thence to
	61° 26′30″ N	1° 43'00" E; thence to
	61° 26′30″ N	1° 46'00" E; thence to
	61° 25′00" N	1° 46'00" E; thence to
	61° 25'00" N	1° 47'00" E; thence to
	61° 24′30″ N	1° 47'00" E; thence to
	61° 24'30" N	1° 48'00" E; thence to
	61° 23′00" N	1° 48'00" E; thence to
	61° 23'00" N	1° 47'00" E; thence to
	61° 22′00" N	1° 47'00" E; thence to

the starting position

This map outlining the Murchison Area is inserted for illustrative purposes only and is not part of any definition of the Murchison Area.



ANNEX II

- (1) The reference section for the Brent Formation is taken as the interval between the sub-sea depths of 3019 metres and 3155 metres as measured from the Kelly Drive Bushing by the Compensated Neutron Formation Density Well Log for well 211/19-4, run on 11th January 1976, two copies of which shall be held, one in London and one in Oslo. The same correlatable interval encountered by other wells is described in the table in paragraph (2) below.
 - (2) The correlatable intervals encountered by wells are:

Well no.	Geographical location	Formation measured from Kelly Drive Bushing	
		Тор	Base
211/19-2	61° 23'24.575" N 01° 44'09.266" E	2964 m	3090 m
211/19-3	61° 24′35.606″ N 01° 42′52.987″ E	3106 m	3235 m
211/19-4	61° 24′26.229″ N 01° 44′57.851″ E	3019 m	3155 m

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