



**Geopressure Management
Network**

Membership Proposal

1 GMN Membership – Introduction and Benefits

You are invited to become a member of the Geopressure Management Network (GMN).

Network focus: Sharing knowledge in the management of formation pore pressure for exploration and drilling.

GMN will provide a forum for the sharing of knowledge on the practical management of geopressures in the exploration and drilling of oil and gas wells. It will cover all aspects of pore pressure-prediction modelling and the real time management of geopressure data:

Managing Data: Seismic and log data accuracy and integrity
 Novel methods for data interrogation
 Pre-drill, real time, while-drilling measurements

Modelling: Methods; track record, verification, case studies
 Issues specific to deepwater
 Industry standard modelling tools and preferred methods
 Novel methodologies
 Failure and risk models

Interpretation: Understanding the data – using the prediction
 How best to provide an early indication of pore pressure anomalies
 Industry best practices

GMN's objective is to advance its members' knowledge of geopressure management. To do this GMN will facilitate the sharing of established best practices and leading edge thinking in geopressure management. It will identify state-of-the-art technical developments in the field of pore pressure modelling, analysis and management and will be proactive in identifying future technological needs. We expect the involvement of operators, researchers, academics, specialist modelling and analysis organisations and service providers though membership is limited to operator companies.

The benefits of GMN membership are:

- Belonging to a professionally-administered and facilitated Geopressure Management knowledge community
- The opportunity to network and share experiences/ lessons learnt with a leading group of operators
- The ability to influence the future development and direction of related technologies concerning geopressure management
- Attendance at Geopressure Management Network meetings
- Access to a members' area of a dedicated GMN website (www.geopressure-network.com) containing specific geopressure management resources made available to the network and all presentations and minutes of GMN workshop meetings
- Individual and group opportunities for technology transfer, networking and learning from leading specialists in the field
- Access to a single administrative focal point provided by the GMN secretariat at OTM
- The opportunity to contribute to, and gain from, the identification of the leading technological challenges concerning geopressure management
- Gaining from exposure to industry-relevant solutions from leading researchers and technology providers in the field of geopressure management
- Provision of other services as specified by the members

The GMN is intended to be complementary to, and operate in support of, other geopressure initiative projects, such as DEA-119.

This proposal is for new membership to GMN. The membership fee will be charged on an annual basis. Members can withdraw their membership at any time by written notification to OTM who are the providers of administrative and secretarial support to GMN. OTM is a leading provider of technology management solutions to the oil and gas community. OTM manage a number of international

networks, such as the European Drilling Engineering Association (www.dea-europe.com) with a similar range of services that assist in finding solutions to common technical problems.

The membership fee, based on a minimum requirement of 6 members, is GBP £3,600 each per annum. Membership is open to operators only. Membership will run from 1st January to 31st December each year.

The proposal should be read in conjunction with the GMN membership agreement, attached as appendix 1. To apply for membership please complete the membership agreement and return to Mike Baker at OTM.

Please also address any queries on this proposal to:

Mike Baker
OTM Consulting Ltd
Great Burgh
Yew Tree Bottom Road
Epsom, Surrey, KT18 5XT, UK
Tel: +44 (0) 1372 631950
Email: mike.baker@otmconsulting.com

2 Membership Services

2.1 Provision of secretariat

OTM will provide a comprehensive secretariat for the GMN, including the following services:

- Promoting and managing interest in the network
- Resolving contractual issues and establishing membership agreements for GMN
- Providing a single point of focus for GMN
- Bringing together technology interests and industry issues, ensuring the GMN operates at the leading edge
- Document control and maintenance of mailing list(s)
- Provision and maintenance of a network-specific website, with private members' area
- Liaison with related initiatives and projects as required
- Widening GMN membership
- Provision of other services as specified by the members

2.2 Workshops

GMN will hold one meeting every 9 months, with the venues to be agreed by the membership. The meeting length will be 1.5 days and will consist of facilitated discussions. The facilitated discussions will include subjects such as geopressure management case studies, lessons learnt, technology needs, technical standards etc. On occasions GMN may want to organise ad hoc activities such as vendor visits or product benchmarking.

2.3 Administration

OTM will liaise with the designated host of each meeting (or as appropriate, for each teleconference) at least 8 weeks before the meeting to confirm the arrangements for the upcoming meeting and to obtain venue and travel details. OTM will prepare meeting materials such as agenda, name badges, attendee list, maps and joining instructions and will provide minutes, including the presentation slides. Minutes will be distributed to members within 2 weeks of meetings and uploaded to the website as part of the GMN knowledge resource.

2.4 Hosting

Workshops will be hosted by network member companies, who will need to provide a room with space for seating for up to 30 people (network meeting will generally be up to 20 people), presentation

facilities (OHP, flipchart and digital projector) and refreshments during the meeting hours. OTM will produce guidelines for hosts.

2.5 Facilitation

It is expected that a chairman who is a technical expert on the issues being discussed will be appointed from amongst the members. Alternatively, and when appropriate, the OTM project manager will chair the meeting. OTM's facilitation of the meetings will include break-out group discussions, plenary sessions and other activities where appropriate and where suggested by the meeting chairman. In certain circumstances the operators may desire private discussions. On these occasions the meeting will split into break-out groups and alternative agendas will be developed.

2.6 Website

A dedicated GMN website with a public-access area and a members-only area protected by password will be set up. It will be created and maintained by OTM and will provide:

- Promotion of GMN (members only)
- Case histories (members only)
- Membership details (public access)
- News (public access)
- Links to member websites (public access)
- Non-confidential technology information (public access)
- Minutes and presentations from meetings and other GMN documentation (members only)
- Q&A discussion group (members only)

OTM will be responsible for ongoing website design and improvements as recommended at meetings, distribution of passwords to users and responding to IT queries received from users. The website could also provide a versatile platform for future developments. The website will be registered with all major search engines in order to maximize the number of hits on the site and hence awareness and knowledge of Geopressure Management.

2.7 Other Services

Other services may be specified by the members as the network matures. These services may include the following possibilities:

- Databases, accessed through GMN website (e.g. experts/ members, JIPs, software etc.)
- Annual benchmarking survey
- Best practice guidance
- Identification and database of technology gaps/ needs

3 Membership fees

The annual membership fee per member is GBP £3,600 based on a minimum of 6 members. This may be reviewed in subsequent years. On signing the membership agreement, members will be invoiced for this fee. Late members will pay the same fee and be entitled to all deliverables from previous years.

Appendix 1: GMN Membership Agreement

1. Introduction

GMN is an association of companies ('Members') whose aim is: "To advance its members' knowledge of geopressure management". Administrative services are provided by OTM Consulting Ltd, Great Burgh, Yew Tree Bottom Road, Epsom, Surrey KT18 5XT, UK (OTM).

Please contact OTM for additional information: (mike.baker@otmconsulting.com)

2. Definitions

Affiliate means any company or legal entity which directly or indirectly controls, is controlled by or is under common control with a Member or OTM. "Control" means the right to exercise more than 50% of the voting rights in such company or legal entity.

Representative means the person who is appointed by each Member to act on behalf of the Member in relation to this Agreement.

Results means any materials, documents and/ or information supplied by OTM that result from or are developed pursuant to the GMN.

Technical Information shall mean any materials, documents and/ or information of any kind supplied by Members during or in the pursuance of GMN meetings.

3. Organisation

On being accepted as a Member of GMN, the Member shall appoint one Representative. All Members have equal representation in decision making. The Representatives shall have power to:

- decide on changes to the GMN objectives and working methods
- agree any changes to Members' and OTM's confidentiality obligations (see clause 6 below)

Decisions shall be made by the Representatives by simple majority vote (provided that at least two thirds of all the Representatives vote in order to make valid decisions), except for decisions to change members' and OTM's confidentiality obligations which require unanimity of all of the Members' Representatives.

4. Membership fee & costs

Members must pay an annual fee. The fee is currently GBP £3,600. This amount is payable upon signature of this Agreement by both OTM and the Member to cover the period to 31st December, and thereafter on each 1st January in which this Agreement remains in effect. This amount may be reviewed in subsequent years.

5. Membership term

This Agreement shall take effect following its signature by both OTM and the Member. If not terminated earlier, this Agreement shall terminate on dissolution of the Network.

This Agreement may be terminated by the Member at any time without cause by writing to OTM. Termination will take effect on the 1st January following receipt of such notice by OTM.

No refund of membership fees will be made following termination. Invoices for membership fees properly issued prior to the date of termination will be paid by the Member. The Member will be entitled to all Results from the Network arising prior to termination.

The obligations of confidentiality contained in this Agreement shall survive the termination of membership by a Member.

6. Confidential information

Technical Information supplied by Members at any time shall belong to the Member originating such Technical Information.

Technical Information and Results shall be considered confidential and shall not be divulged by the Member or by OTM to any person, or organisation other than Affiliates of Members and to OTM and its Affiliates, provided that the Member and OTM shall ensure the adherence of any Affiliate to whom Technical Information/ Results are disclosed to the confidentiality obligations of this Agreement and shall be responsible and liable for any breach of confidentiality by an Affiliate.

This restriction shall not apply to any information which:

- at the time of disclosure is in the public domain, or
- after disclosure becomes part of the public domain (otherwise than through an unauthorised disclosure of the disclosing member, OTM or an Affiliate), or
- the receiving party can show was rightfully in its possession at the time of disclosure without limitation or restriction of disclosure, or
- is independently developed by the receiving party.

The obligation of confidentiality contained in this Agreement shall continue for a period of 5 years from the date of any Technical Information and/ or Results.

7. Liability

Save to the extent liability cannot be limited as a matter of law, OTM's liability to the Member in any calendar year arising out of or in connection with this Agreement and/or the GMN, whether in contract, tort, negligence or otherwise, shall be limited in aggregate to the GMN annual membership fee for that year.

8. Law and jurisdiction

This Agreement shall be governed by and construed in accordance with English law and both parties hereby irrevocably submit to the non-exclusive jurisdiction of the English courts.



In witness thereof:

For and on behalf of: **OTM Consulting Ltd**

Authorised signature:

Name in block letters: Sarah Cole

Title: DIRECTOR

Date:

Location: EPSOM, UK

For and on behalf of **Member:**

Address:

Authorised signature:

Name in block caps:

Title:

Date:

Location:

Purchase Order no.:

An invoice will be raised against your Purchase Order number on receipt of the completed Agreement.