

THE UNIVERSITY OF TULSA

Office of Research and Sponsored Programs

LETTER OF AGREEMENT

This Agreement, effective on this date _____ is made and entered into by and between (insert MEMBER company name here) (**MEMBER**), and The University of Tulsa (**TU**), a non-profit Oklahoma educational corporation having a principal place of business of 800 South Tucker Drive, Tulsa, Oklahoma 74104-9700. TU is conducting a research study entitled "Tulsa University's Horizontal Well Artificial Lift Project," hereinafter referred to as TUHWALP, as described below with MEMBER desiring to participate and to have access to the results or findings.

Article 1. Membership – TUHWALP is a cooperative university-industry research venture beginning on July 1, 2012. TUHWALP involves continuous research related to artificial lift in horizontal wells requiring the joint participation of TU and MEMBER. The TUHWALP Research Plan is defined in and is incorporated herein as part of this agreement in Exhibit A which may be modified in accordance with Article 5. below.

Article 2. Membership Term & Costs:

- a. The annual membership period is July 1st through June 30th (Program Year).
- b. MEMBER shall pay TU the sum of \$50,000 for its initial Program Year. Thereafter the annual sum to be paid to TU for subsequent Program Years may be modified as indicated in Articles 3. and 5.
- c. With the prior approval of the TU Technical Representative named in Article 6. Office of Research and Sponsored Programs, and the College of Engineering and Natural Sciences, MEMBER may make an equivalent amount of in-kind contributions in lieu of the membership fee and will be assigned the rights of a MEMBER. The in-kind amount must be verified annually to assure the equivalent amount meets the membership fee effective for that year.

Article 3. Payment & Fees:

- a. TU will invoice for the membership fees after receipt of fully-executed Letter of Agreement and at the beginning of each new Program Year of TUHWALP. Payment is due within 30 days of receipt of invoice.

- b. If the membership fee for the following Program Year increases by more than 20% over the previous Program Year's membership fee, MEMBER shall have the right to terminate its membership for the following Program Year by so notifying TU within 30 days after receiving such notice of increase. However, this does not limit TU from increasing such rates in excess of 20%.
- c. The membership fee may be modified for the following Program year if this is necessary due to agreed changes in project scope or the number of members.
- d. MEMBER shall notify TU of their intent to terminate the next Program Year's membership no later than July 1st of the current Program Year. In the event MEMBER notifies TU of intent to terminate after July 1st of the current Program Year, payment of the subsequent Program Year shall be due and payable as indicated in Article 3.a.
- e. MEMBER's joining after the first year of the TUHWALP shall be responsible for all membership fees for prior years. MEMBERS may request reductions or exceptions to this Article (if special circumstances exist) by submitting a justification to the TUHWALP Advisory Board. Such reduction or exception shall be subject to approval of the TUHWALP Advisory Board and require 75% approval.

Article 4. Intellectual Property:

- a. It is understood and agreed by the parties hereto that TU shall hold title to all intellectual property (patentable or unpatentable) resulting from the TUHWALP research program. A royalty-free, non-exclusive, worldwide irrevocable license is granted by TU to MEMBER, their subsidiaries and affiliates, including the right to make, use, offer to sell, sell and/or import inventions covered by such intellectual property.
- b. Each MEMBER will have a worldwide, non-exclusive, royalty-free, irrevocable license of all rights in copyrights in works created in TUHWALP, including the rights to reproduce works, to prepare derivative works based on such works, and to distribute copies of such works and derivative works.
- c. Notwithstanding the above, when appropriate, ownership to intellectual property may be granted to individuals/companies to whom work is subcontracted to be determined on a case by case basis. Such individuals/companies shall agree to grant to TU and MEMBERS no less than the same licenses granted by TU in accordance with Article 4.a.
- d. In the event that the TUHWALP MEMBERS or TU determine that a MEMBER's use of intellectual property generated under the TUHWALP may jeopardize the consortium or is inappropriate, TU shall contact such MEMBER and attempt to resolve the issue. If parties are unable to reach an agreement, TU may terminate such MEMBER's membership in the TUHWALP. Such termination must be approved by a vote of the TUHWALP Advisory Board and require 75% approval.

Article 5. Advisory Board Meetings - TU will conduct semi-annual Advisory Board meetings which may be attended by the Assigned MEMBER Representative and potential MEMBER(s) invited as guests. Each MEMBER company will have a vote on the Advisory Board. At a

designated annual Advisory Board meeting, the Board will decide which projects will be on the agenda for the next year and determine if the membership fee will change for the next year.

The Advisory Board, or its assigned coordinating team, may also meet with TU, in person or by teleconference, at other times to coordinate the activities of TUHWALP.

Article 6. Administration (Billing & Contractual) & Technical Communications - All official communications with each MEMBER will be with a single MEMBER assigned representative. This representative is responsible for all technical communications between TU and the MEMBER requesting and providing research reports to MEMBER, to whom they should be mailed, communicating invoicing instructions, and any other pertinent communications between TU and MEMBER company.

TU Technical Representative:

Cem Sarica
Typed Name

Telephone: (918) 631-5154

Fax: (918) 631-2397

E-Mail: cem-sarica@utulsa.edu

The University of Tulsa - TUHWALP
800 South Tucker Drive
Tulsa, Oklahoma 74104-9700

MEMBER Technical Representative:

Typed Name

Telephone:

Fax:

E-Mail:

Address:

The University of Tulsa Administrative (Billing & Contractual) Contact:

Stacie Nicholson
Coordinator of Grants & Contracts
Office of Research and Sponsored Programs
800 South Tucker Drive
Tulsa, Oklahoma 74104-9700

Telephone: (918) 631-2716
Fax: (918) 631-2073
email: sdn352@utulsa.edu

Insert MEMBER Company Billing Contact:

Article 7. Independent Contractor – It is neither intended nor implied that personnel employed by MEMBER or TU will ever become employees, agents, or representatives of the other party referenced herein. Neither party shall use the name, trade names, trademarks, or service marks of the other party in any advertising or publication relating to this project without prior consent of the other party. MEMBER consent will be acquired and provided from the Assigned MEMBER Representative.

Article 8. Insurance – TU certifies that it provides adequate, proper, and customary insurance on personnel employed for injury, property liability, or general liability.

Article 9. Additional Terms & Conditions

- a. TU does not discriminate against any person on the basis of race, color, religion, national origin, sex, age, qualified handicap (as defined in Federal law), or status as a veteran. The University complies with the American Civil Disabilities Act.
- b. All TUHWALP research work and activities will be coordinated by TU in Tulsa, Oklahoma. Most of the research work will be conducted at TU, but some may be sub-contracted to others with the agreement of TU and the Advisory Board. The parties agree that Oklahoma law governs this agreement and that any dispute may be resolved in a court of competent jurisdiction in Tulsa County, Oklahoma.
- c. This Agreement constitutes and contains the entire agreement of the parties with respect to the subject matter hereto. No modification or amendment of this Agreement shall be valid unless certified in writing and signed by the parties hereto.
- d. As a recipient of federal funds, TU certifies compliance assurance with all federal laws and regulations governing federal funding and can be accessed via the TU website at - <http://www.utulsa.edu/research/Office-of-Research-and-Sponsored-Programs/Research-Integrity-Compliance-and-Certification.aspx> .
- e. TU will not be liable to MEMBER or any of its affiliates for any damages to facilities, other property, or for injury to any person as a result of the deliverables or intellectual property developed as a result of this project. TU does not assume any liability with respect to the use of, or for any and all damages resulting from the use of any information, apparatus, method or process disclosed in this project.
- f. MEMBER will not be liable to TU or any other MEMBER or any affiliates for any damages to testing facilities, other property, or for injury to any person as a result of any information, advice, or raw materials provided by MEMBER.

This agreement constitutes the entire agreement of the parties with respect to the subject matter. No modification or amendment to this agreement shall be valid unless in writing and signed by the parties hereto.

THE UNIVERSITY OF TULSA

MEMBER COMPANY

(Signature)

(Signature)

Debbie Newton
(Typed Name)

(Typed Name)

Director of Research and
Sponsored Programs
(Title)

(Title)

(Date)

(Date)