

LETTER OF AGREEMENT

Between

The University of Tulsa and YOUR COMPANY

This letter of agreement is between **YOUR COMPANY** and The University of Tulsa. The Tulsa University Artificial Lift Projects (TUALP) is a nonprofit, cooperative industry-university research venture in which contributing members pay an annual membership fee to partially support research on artificial lift. The membership fee for calendar year 2016 (January 1, 2016 – December 31, 2016) is \$60,000. **New** members are charged an additional one-time Information Fee of \$60,000, which is waived for companies that agree to join for a minimum of **three** years. Membership in TUALP is open to all interested parties. Members agree to inform TUALP of intent to terminate next year's membership no later than September 1 (for example, any Member wishing to terminate its membership for 2017 must inform TUALP by September 1, 2016). Invoices will be payable 30 days following receipt. All invoices to **YOUR COMPANY** will refer to this Agreement and will be sent to the following address to expedite payments:

Attn: REPRESENTATIVE NAME

YOUR COMPANY NAME

ADDRESS

EMAIL

Each member and its affiliates have the right to freely use information and data obtained from TUALP during the term of their membership, which right to use continues in effect after the term of their membership. Each Member may freely copy, use, license and disclose information and data obtained from TUALP without accounting to any party.

It is understood and agreed by the parties hereto that The University of Tulsa shall hold title to all patents resulting from this research program. A royalty-free, nonexclusive, worldwide, irrevocable patent license will be granted by The University of Tulsa to Members, their subsidiaries and affiliates, including the right to make, use, offer to sell and sell or import inventions covered by such patents.

Each member will have a worldwide, nonexclusive, royalty-free, irrevocable license, along with the right to sublicense others without accounting, of all rights in copyrights in works created in TUALP, including the rights to reproduce works, to prepare derivative works based on such works, and to distribute copies of such works and derivative works.

TUALP holds annual Advisory Board Meetings attended by Member companies and potential members invited as guests. The TUALP Director prepares a budget each year consistent with The University of Tulsa policies, and submits the budget to Member companies during September for the following calendar year. The budget will specify the membership fee for the following year.

Notwithstanding the notice requirement of Paragraph 1 above regarding termination of membership, if the membership fee for the following year increases by more than 20% over the current year's membership fee, **YOUR COMPANY** shall have the right to terminate its membership for the following year by so notifying The University of Tulsa within 30 days after receiving such budget.

All official communications with each TUALP member is with a single assigned representative. This representative is responsible for informing TUALP of the number of research reports requested and to whom they should be mailed, communicating invoicing instructions, and any other pertinent communications between TUALP and the Member Company. Other than the annual membership fee, no additional costs are charged Member Companies unless extra and unavailable copies of research reports are requested, or if requests are made for other communication items that would require costs that should not be borne, in part, by other Members.

Members may freely carry out other, independent research directed to the objectives of TUALP.

Member companies are permitted to lease TUALP test facilities for private contract research. Use of the facilities requires a proposal that clearly identifies objectives, costs, timing and other pertinent items. Member companies receive a reduced rate for test facility rental compared to nonmember companies.

The University of Tulsa 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 Americans with Disabilities Act.

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.

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 in writing signed by the parties hereto.

If **new** member, please check one of the following boxes that pertains to your membership (if **returning** member, please leave blank):

_____ Agree to join TUALP for a period of one year.

\$_____ Information Fee not waived.

_____ Agree to join TUALP for a minimum period of three years.

\$_____ Information Fee is waived.

The University of Tulsa

YOUR COMPANY

Signature

Signature

Name

Name

Title

Title

Date

Date