



College of Engineering and Applied Sciences
Petroleum Engineering
Tulsa University **Drilling Research**

LETTER OF AGREEMENT
Between
The University of Tulsa
and
Tulsa University Drilling Research Projects Members

This letter of agreement is between **Company** and The University of Tulsa. The Tulsa University Drilling Research Projects is a nonprofit cooperative industry-university research venture in which contributing members pay an annual membership fee to partially support research on drilling technology. The membership fee for membership years 2022-2023 is \$60,000. New members are charged an additional one-time information fee of \$45,000 which is waived for companies that agree to join for a minimum of three years. Membership in Tulsa University Drilling Research Projects is open to all interested parties. Members agree to inform Tulsa University Drilling Research Projects of intent to terminate next year's membership no later than March 1 of the following year. Invoices will be payable 30 days following receipt. All invoices to **Company** will refer to this Agreement and will be sent the following address to expedite payments.

Company
Contact
Address

Each member and its affiliates have the right to freely use information and data obtained from TUDRP during the term of their membership. Each member may freely copy, use, license and disclose information and data obtained from TUDRP without accounting 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, non-exclusive, 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, non-exclusive, royalty-free, irrevocable license, along with the right to sublicense others without accounting, of all rights in copyrights in works created in TUDRP, including the rights to reproduce works, to prepare derivative works based on such works, and to distribute copies of such works and derivative works.

TUDRP holds semi-annual Advisory Board meetings attended by Member companies and potential members invited as guests. Progress reports are submitted two times each year to Members. The TUDRP Director prepares a budget for each year consistent with The University of Tulsa policies and submits the budget to Member companies each May 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" membership fee, **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 TUDRP member is with a single assigned representative. This representative is responsible for informing TUDRP of the number of research reports requested, to whom they should be mailed, communication invoicing instructions, and any other pertinent communications between TUDRP 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 TUDRP.

Member companies are permitted to lease TUDRP 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 non-member 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.

Agree to join TUDRP for a period of one year. \$45,000 information fee not waived.

Agree to join TUDRP for a minimum period of three years. \$45,000 information fee waived.

THE UNIVERSITY OF TULSA

Company

Signature

Signature

Debbie Newton
Director of Research & Sponsored
Programs

Name
Title

Title

Title

Date

Date