

Industrial Affiliates Program
Agreement No. UTA__-__
Between
The University of Texas at Austin
and

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"-----", hereinafter referred to as "Industrial Affiliate," and The University of Texas at Austin, hereinafter referred to as "University," hereby agree as follows:

1. The Industrial Affiliate will provide funds in U.S. Dollars annually, according to the table below, for support of basic and applied fundamental research related to Well Construction, Decommissioning and Abandonment. Said research will be carried out through the Industrial Affiliates Program (IAP) Agreement which shall be valid for the Term of January 1, 2021 through December 31, 2021. The research will be directed by Dr. Eric van Oort of The University of Texas at Austin who will in his capacity on the project act as Program Director and not as consultant to the Industrial Affiliate.

Membership Level (select one)	Consortium Membership	CODA Annual Fee	Total Annual Fee
	Well Construction, Decommissioning and Abandonment (CODA) Only	\$50,000	\$50,000 USD (Fifty Thousand USD)
	<u>*Dual Membership:</u> RAPID (\$75,000) & CODA - Well Construction, Decommissioning and Abandonment *Annual agreement is required for RAPID	\$25,000	Dual Membership \$100,000 USD (One Hundred Thousand USD)

2. The Industrial Affiliate will provide the annual membership payment in U.S. Dollars according to membership level from the table shown above, per the "Term" within thirty (30) days of the execution of this Agreement.

3. The University will maintain funds provided by the Industrial Affiliate under this Agreement in a separate account established for said Industrial Affiliates Program and will expend funds as

necessary for wages, supplies, seminars, annual review expenses, capital expenses, and other operating expenses in connection with the research.

4. As with all University Industrial Affiliates Programs, intellectual property rights cannot be granted, and no specific reporting requirements may be imposed by Industrial Affiliate. However, the University intends to host an annual workshop, provide an annual report of research accomplishments resulting from the program, and, provide the Industrial Affiliate with preprints and publications resulting from the research related to the "Term". It is understood and agreed by the parties that any and all disclosures and materials made and provided to Industrial Affiliate by the University under this Agreement will be on a non-confidential basis and can be utilized by the Industrial Affiliate and its Affiliates without further accounting to the University.

5. The University represents that it is in compliance with and will abide by provisions of the Immigration Reform and Control Act of 1986.

6. Said Industrial Affiliates Program will be conducted within the United States of America.

7. The goal of this research is the advancement of scientific knowledge and does not have a commercial objective. The results of the research will be published or broadly shared in the scientific community.

8. Industrial Affiliate and the University shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, and the regulations of the Office of Foreign Assets Control (OFAC), 31 CFR Parts 500 through 599, in the performance of this Agreement. In the absence of available license exemptions/exceptions, the Parties shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance or deemed exports.

9. This Agreement constitutes the entire and only agreement between the parties relating to the research, and all prior negotiations, representations, agreements and understandings are superseded hereby, and may not be assigned by either party without the prior written consent of the other party. No agreements altering or supplementing the terms hereof may be made

except by means of a written document signed by the duly authorized representatives of the parties. Terms and conditions which may be set forth (front, reverse, attached or incorporated) in any purchase order issued by the Industrial Affiliate in connection with this Agreement shall not apply, except for informational billing purposes; i.e., reference to purchase order number, address for submission of invoices, or other invoicing items of a similar informational nature.

Accepted and Agreed to:

THE UNIVERSITY OF TEXAS
AT AUSTIN

INDUSTRIAL AFFILIATE

Eric van Oort, Principal Date
Investigator and Program Director

Authorized Representative Date

Printed Name

Authorized Signatory Date
Bill Catlett, Director,
Office of Industry Engagement

Title