

## RESEARCH CONSORTIUM AGREEMENT

THIS AGREEMENT is made effective as of January 1, 2017 ("Effective Date") between The University of Texas at Dallas (hereinafter "UNIVERSITY"), located at 800 W. Campbell Road, Richardson, Texas 75080-3021, a state institution of higher education established under the laws of the State of Texas as a component of The University of Texas System (hereinafter "SYSTEM") and [REDACTED], located at [REDACTED] (hereinafter "PARTICIPANT").

WHEREAS, UNIVERSITY is engaged in a long term, multiple participant consortium research programs as hereinafter defined;

WHEREAS, PARTICIPANT desires to participate in and support such research program during the participation period hereinafter defined;

WHEREAS, PARTICIPANT desires to obtain certain rights to patents and technology developed in performance of research under this Agreement during the period of its participation; and

WHEREAS, UNIVERSITY, subject to conditions detailed hereinafter, is willing to continue such research program supported by PARTICIPANT during the period of its participation and to grant to PARTICIPANT certain rights to patents and technology developed in performance of research under this Agreement during the Participation Period as hereinafter defined:

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the UNIVERSITY and PARTICIPANT agree as follows:

### I. TERM

The term of this AGREEMENT shall be from the Effective Date through and including December 31, 2017, unless sooner terminated in accordance with the provisions of Section XII herein. PARTICIPANT may extend this AGREEMENT to apply to subsequent Participation Periods by a two months written notice of such intent.

### II. DEFINITIONS

As used in the Agreement, the following terms shall have the stated meanings:

- 2.1 "Research Program" shall mean a continuing, multiple sponsor Research Program comprised of Research Topics (as defined in Section 3.3) in the field of exploration and production geophysics.
- 2.2 "Program Year" shall mean any year beginning on January 1 of a calendar year in which the Research Program will be conducted.
- 2.3 "Participation Period" shall mean one or more Program Years supported

by PARTICIPANT.

### III. RESEARCH PROGRAM

- 3.1 UNIVERSITY shall maintain and perform, but not necessarily complete, the Research Program during the Participation Period. PARTICIPANT understands that such Research Program is long term and may have been in existence prior to this Agreement and may continue beyond the end of the Participation Period.
- 3.2 PARTICIPANT shall support the Research Program as set forth herein and shall accrue certain rights as hereinafter defined to patents and technology developed in performance of research under this Agreement during the Participation Period.
- 3.3 The Research Program shall be administered through UNIVERSITY'S Office of Sponsored Projects and shall be under the direction of Professor George McMechan (hereinafter called "Principal Investigator") or his designated successor. The Principal Investigator shall be free to choose at his sole discretion any Research Topic(s) within the field of the Research Program ("Research Topic"). Any Research Topic shall be described and attached hereto as Appendix A at such time as such topic is chosen. PARTICIPANT shall have the right to suggest topics in which it is interested. The manner of performance of any particular Research Topic under the Research Program shall be determined by the principal investigator for such topic. UNIVERSITY does not guarantee specific results or success of any research under the Research Program.
- 3.4 UNIVERSITY will keep accurate financial and scientific records relating to the Research Program and will make such records available to PARTICIPANT or its authorized representative during normal business hours upon reasonable notice.
- 3.5 UNIVERSITY shall not apply funds provided by PARTICIPANT to research supported by non-participants in this Research Program unless the rights and obligations of PARTICIPANT and non-participants to this Research Program are consistent with the rights granted to PARTICIPANT hereunder.

### IV. FUNDING

- 4.1 In consideration of UNIVERSITY'S carrying out the Research Program, PARTICIPANT shall initially pay UNIVERSITY the sum of \$35,000, which includes both direct and indirect costs, for this Program Year in the Participation Period. Thereafter, the annual sum to be paid to UNIVERSITY for subsequent Program Years may be increased. PARTICIPANT will be given at least three month's written notice of any increase. UNIVERSITY shall submit annual invoices for payment to PARTICIPANT on the following schedule:
- Initial Program Year: upon execution of the Agreement
  - Subsequent Program Years of multi-year agreements: December 1<sup>st</sup> prior to start of the Program Year

Within thirty (30) days of receiving an invoice, Participant shall submit payment to:

Accounting Operations  
The University of Texas at Dallas  
800 West Campbell Road, AD 37  
Richardson, Texas 75080

Please reference UNIVERSITY invoice number, Project ID 5130 and Professor George McMechan on all payments.

- 4.2 UNIVERSITY shall maintain all Research Program funds in a separate account and shall expend such funds for wages, supplies, equipment, travel and other operating expenses in connection with Research Program. Title to all equipment purchased for the Research Program shall reside in UNIVERSITY. A charge of fifteen percent (15%) of Total Direct Costs of the Research Program is authorized for allocation to University's indirect (overhead) costs in carrying on the Research Program.
- 4.3 PARTICIPANT agrees that any funds that are not used in a particular year may be used in subsequent years.
- 4.4 PARTICIPANT understands that the consideration set forth in Paragraph 4.1 may be less than the amount paid by participants who began support of the Research Program during a subsequent Program Year.

#### V. CONSULTATION AND REPORTS

- 5.1 PARTICIPANT will designate a representative to receive all notices and written reports.
- 5.2 During the period of this Agreement, PARTICIPANT'S representative may consult informally with UNIVERSITY'S representatives regarding the Research Program, both personally and by telephone. Access to work carried on in UNIVERSITY laboratories and other UNIVERSITY facilities in the course of these investigations shall be entirely under the control of UNIVERSITY personnel and available on a reasonable basis.
- 5.3 At the end of the Program Year, UNIVERSITY shall provide to PARTICIPANT a written report summarizing the work of the Research Program for such Program Year.

#### VI. PUBLICITY

No press release or other written statements in connection with work performed under this Agreement intended for use in the public media, having or containing any reference to PARTICIPANT or UNIVERSITY shall be made by either party, except as required by law, without approval of the other party. Subject to PARTICIPANT'S reasonable approval UNIVERSITY, however, shall have the right to acknowledge PARTICIPANT'S support

of the investigations under this Agreement in scientific publications and other scientific communications. In any other statements, the parties shall describe the scope and nature of their participation accurately and appropriately.

## VII. PUBLICATION

UNIVERSITY and its investigators shall have the right to publish or otherwise publicly disclose information gained in the course of this Agreement, in support of their scholarly obligations.

## VIII. INVENTIONS AND PATENTS

8.1 Any inventions, discoveries, concepts, software, ideas, or reports prepared in performance of this Agreement, whether or not patentable or copyrightable, resulting from the performance of research under this Agreement during the Participation Period in the course of the Research Program ("Inventions") and any other information derived by UNIVERSITY from performance of the Research Program shall be the property of UNIVERSITY. An Invention is made during the Participation Period if it is conceived and reduced to practice during such Participation Period or if it is conceived during the Participation Period and is reduced to practice within six (6) months thereafter.

8.2 UNIVERSITY will bring any Inventions reasonably expected to be patentable made during the course of the Research Program to the attention of PARTICIPANT(S). PARTICIPANT shall treat as confidential information and shall not disclose to third parties, except to PARTICIPANT'S Affiliates which agree to this obligation of confidentiality, any Invention disclosed by UNIVERSITY hereunder, until such time as UNIVERSITY shall have prepared and filed appropriate patent applications concerning such Invention, or until such Invention is publicly disclosed by UNIVERSITY or until a period of fifteen years from the execution of this AGREEMENT has passed without a patent application having been filed by UNIVERSITY, whichever occurs first.

8.3 If PARTICIPANT desires to obtain from University a license under any University Invention for commercialization of the invention, then (i) within 45 days after the disclosure to PARTICIPANT of such University invention, PARTICIPANT shall deliver to University notice to such effect (a "License Notice"), and (ii) and University shall, for a reasonable period (but in no event more than 90 days) after the receipt by University of such notice (the "License Negotiation Period"); negotiate in good faith the terms and conditions upon which University would grant to PARTICIPANT such a license. PARTICIPANT shall maintain in confidence each University Invention, not use such University Invention for any purpose inconsistent with the purpose of this Agreement and take such precautions as are reasonable necessary to protect such University Invention or from disclosure to, or use by, any third party for any purpose inconsistent with the purposes of this Agreement until (i) the expiration of related License Notice Period (if

PARTICIPANT fails timely to deliver any License Notice with respect to such University Invention or (ii) the expiration of the related License Negotiation Period (if PARTICIPANT timely delivers a License Notice with respect to such University Invention, but PARTICIPANT and University fail timely to agree upon the terms and conditions upon which University would grant to PARTICIPANT a license under such University Invention). If PARTICIPANT and University fail timely to agree upon the terms and conditions upon which University would grant to PARTICIPANT a license under any University Invention, then University shall have no further obligation to PARTICIPANT with respect to such University Invention pursuant to this Section.

## IX. GRANT OF RIGHTS

9.1 UNIVERSITY, as authorized by SYSTEM, hereby grants to PARTICIPANT a worldwide irrevocable, paid-up and nonexclusive license to make, use and have made for PARTICIPANT'S internal purposes any Invention made during the Participation Period. As to any copyrightable Inventions made during the Participation Period, UNIVERSITY hereby grants to PARTICIPANT the nonexclusive, paid-up, irrevocable and worldwide right to use, copy and prepare derivative works of such materials for the internal purposes of PARTICIPANT. Such license shall be extendable on a confidential basis to PARTICIPANT'S Affiliates and to Joint Operators, solely on PARTICIPANT'S behalf, or on behalf of the Joint Operation to the extent necessary for PARTICIPANT to exercise the license granted herein above. "Affiliates" as used herein shall mean any parent company of PARTICIPANT which now or hereafter owns or controls, directly or indirectly, fifty percent (50%) or more of the stock having the right to vote for directors of PARTICIPANT; and, any company fifty percent (50%) or more of whose voting stock is now or hereafter owned or controlled directly or indirectly by PARTICIPANT, or PARTICIPANT'S parent company. "Joint Operations" shall mean operations conducted by PARTICIPANT for the exploration for and/or production of hydrocarbons from geological formations, in conjunction with third parties wherein PARTICIPANT and/or its Affiliates have a ten percent (10%) ownership interest, and "Joint Operators" shall refer to those who conduct "Joint Operations."

9.2 The license granted above applies only to Inventions arising during the particular Participation Period engaged in by PARTICIPANT as well as any previous work generated during the Research Program for which PARTICIPANT has paid, but it expressly does not apply to any such information or rights generated in subsequent years of the Research Program which are not within PARTICIPANT'S Participation Period and have not been paid for by PARTICIPANT. Any PARTICIPANT who enters the Research Program after one or more Program Years have elapsed may obtain the license set forth in Section 9.1 to any inventions developed prior to PARTICIPANT'S Participation Period in consideration of both a royalty to be negotiated for the license of Section 9.1 and payment of a fee at least equivalent to the fee expended by a PARTICIPANT during its Participation Period for the license of Section 9.1.

9.3 Nothing in this Agreement shall be construed to grant rights to any pre-existing patents and technology or other proprietary rights belonging to another PARTICIPANT, SYSTEM, or UNIVERSITY, and the license granted hereunder is specifically made subject to such other preexisting patent rights.

9.4 PARTICIPANT understands that other researchers employed by UNIVERSITY or SYSTEM may perform research similar to that performed in the Research Program and that PARTICIPANT will have no rights thereto unless the funds of the Research Program have been used for the support thereof.

#### X. LIABILITY

PARTICIPANT shall indemnify and hold UNIVERSITY and SYSTEM and its Regents, officers, agents and employees harmless from claims, liability, and losses resulting from PARTICIPANT'S practice or exercise of the license granted hereunder, provided, however, PARTICIPANT shall not hold UNIVERSITY and SYSTEM harmless from any claims, demands, or causes of action resulting from the negligence of UNIVERSITY or SYSTEM.

#### XI. INDEPENDENT CONTRACTOR

For the purposes of this AGREEMENT and all services to be provided hereunder, the parties hereto shall be, and shall be deemed to be independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations, nor make commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing.

#### XII. TERMINATION

12.1 In the event that either party shall be in material default of any of its obligations under this Agreement and shall fail to remedy such default within sixty (60) days after receipt of written notice thereof, the party not in default shall have the option of terminating this Agreement by giving written notice thereof.

12.2 Termination or cancellation of this Agreement shall not affect the rights and obligations of the parties accrued prior to termination. PARTICIPANT'S payment is nonrefundable.

12.3 PARTICIPANT may withdraw from the Research Program at any time prior to completion thereof by giving UNIVERSITY written notice to that effect.

#### XIII. GENERAL

13.1 This AGREEMENT may not be assigned by either party without the prior written consent of the other party; provided, however, that PARTICIPANT may assign this Agreement to any purchaser or transferee of all or substantially all of

PARTICIPANT'S stock or assets upon prior written notice to UNIVERSITY.

13.2 This AGREEMENT constitutes the entire and only agreement between the parties relating to the Research Program, and all prior negotiations, representations, agreements, and understandings are superseded hereby. 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.

13.3 Any notice required by this Agreement shall be given by prepaid, first class, certified mail, return receipt requested, addressed in the case of UNIVERSITY to:

Office of Sponsored Projects  
The University of Texas at Dallas  
800 West Campbell Road, AD 15  
Richardson, Texas 75080  
(P) 972-883-2313  
Email: osp@utdallas.edu

Or in the case of PARTICIPANT to:

\_\_\_\_\_

or at such other addresses as may be given from time to time under the terms of this notice provision.

13.4 This AGREEMENT shall be governed by and construed and enforced in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized representatives.

\_\_\_\_\_

The University of Texas at Dallas

\_\_\_\_\_  
NAME  
TITLE

\_\_\_\_\_  
Emily Lacy  
Assistant Director, Office of Sponsored  
Projects

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## APPENDIX A

The research to be performed under this agreement is in the field of exploration and production geophysics, with emphasis in seismology. Project results (including preprints of technical manuscripts and documented software) will be forwarded to PARTICIPANT as they are completed throughout the Program Year.