

UNIVERSITY OF OKLAHOMA

CONSORTIUM AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of _____, 2021, by and between the Board of Regents of the University of Oklahoma, a constitutional state agency, Norman, Oklahoma (hereinafter called "University") and SponsorName (hereinafter referred to as "Sponsor");

WITNESSETH THAT:

WHEREAS, the intent of this Agreement is to provide for the operation of a program of research at the University to be called “**Consortium on Attribute-Assisted Seismic Processing and Interpretation**” (hereinafter called the "Program"), and

WHEREAS, it is the intent of University to invite sponsors for the Program, and

WHEREAS, Program is of mutual interest and benefit to University, to Sponsor individually and Sponsors severally, and

WHEREAS, Sponsor wishes to join with other Sponsors in support of the Program under the terms and conditions hereinafter set forth,

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows:

1. This Agreement shall consist of this Consortium Agreement and the Technical Program described in Annex A attached hereto and incorporated herein, both of which by this reference are made parts hereof for all purposes. In the event of a conflict between the terms of this Agreement and any Annex hereto, the terms set forth herein shall control.
2. The period of performance of this Agreement is specified as a period of one year effective January 1, 2018, ending December 31, 2018, unless sooner terminated in accordance with the provisions herein.
3. University will provide Dr. Kurt J. Marfurt as its Principal Investigator for the Program.

Dr. Marfurt may be removed or replaced as Principal Investigator at the University's discretion with notification of a majority of Sponsors. Should the Principal Investigator leave or be removed, a suitable replacement(s) shall be agreed upon by the parties or the Consortium and this Agreement shall be terminated.

4. In the event that the University contracts or otherwise engages any contractor, subcontractor, investigator or other third party to perform work in association with the subject matter of this Agreement, such contractor, subcontractor, investigator or other third party shall be bound by the terms as set forth herein.
5. The Principal Investigator, Dr. Marfurt, will organize annual reports on the progress of the Program and distribute two copies of each available report to each Sponsor. These reports shall contain all significant results of the work to date. These reports shall hereinafter be referred to as "Program Information".
6. All capital equipment, which is defined as any equipment item having a purchase price of Five Thousand Dollars (\$5000) or more and a useful life of one (1) year or more, purchased for use in connection with the Research Program described herein, shall become the property of University and title thereto shall vest therein. Title to equipment furnished by a Sponsor to University, if any, shall remain with the Sponsor. Such loan shall be effected in writing in a separate Equipment Loan Agreement executed by both Parties.
7. Program Sponsors
 - a. The commencement date for the first year of the Program shall be January 1, 2008. This Program will be subject to yearly membership renewal.
 - b. Each Sponsor will pay the University annually a membership fee of Twenty Eight Thousand Dollars (\$28,000) for participation in the Program.
 - c. All fees will be due and payable within 30 days of the yearly starting date. No Program Information may be released to a Sponsor that is not current with payment of fees. University shall invoice Sponsor prior to the start date.
8. University reserves the right to execute agreements similar to this Agreement with

additional Sponsors of the Program. Such agreements may be made for the purpose of providing Program funding, replacing a Sponsor that has terminated its agreement, or to enhance the Program by obtaining additional funding. All Sponsors shall have the same right to reports, licenses and other Program materials, except as otherwise provided for herein.

9. Sponsor shall be provided at least annually with a list of all Sponsors.
10. A Consortium Advisory Committee consisting of Sponsor-appointed Consortium Technical Representatives shall be formed. This committee shall meet annually during the period of performance of this Agreement at the University or a mutually agreed location at mutually agreeable times to consult with the Principal Investigator, review Program progress, and make recommendations. Sponsors are responsible for all expenses incurred for their representative's attendance at this meeting.
11. Sponsor may appoint one (1) Consortium Technical Representative to serve on the Consortium Advisory Committee.
12. Sponsor Proprietary Information

It is anticipated that no Confidential/Proprietary Information will be disclosed between the parties in the performance of the work described in Appendix A. Therefore, neither party shall be responsible for the protection of such Confidential/Proprietary Information. However, if the need to disclose proprietary information arises, a separate Confidentiality Agreement will be executed between the parties and incorporated into this Agreement through written modification to this Agreement.

Information or Seismic Data provided by Sponsor(s) to University will remain property of the Sponsor. Derivative products, which incorporate such Sponsor Data, will be provided only to Sponsor who owns the original data.

13. Program Information
 - a. Except as provided in this paragraph and as may be required by law, both

University and Sponsor agree to hold Program Information that the University has clearly and conspicuously marked as “Proprietary” during a Program Year in confidence and shall not disclose such information to third parties (parties other than University or one of the Sponsors) for a period of three (3) years from the date of disclosure. Provided, however, the previous sentence notwithstanding, the University, by and through its students and employees, may publish scholarly materials containing Program Information at any time. Copies of such publications shall be provided to Sponsors for their review and comment at least thirty (30) days prior to publication. Should Sponsor notify the University that such publication contains patentable subject matter or Sponsor Proprietary Information, the publication of such materials will be delayed for up to sixty (60) days, to allow the protection of patentable subject matter or to remove Sponsor Proprietary Information. Sponsors shall have twenty (20) days from the date of receipt of such publication within which to submit written suggestions for patenting and/or objections for removal of Sponsor Proprietary Information or Program Information from the proposed publication and to request the above-mentioned delay in publication for up to sixty (60) days. There shall be no obligations of confidentiality hereunder with respect to information which is, or becomes through no fault of a party hereto, a part of the public knowledge or literature, or information previously known to a party, or information which becomes known to a party legitimately and lawfully from a third party (a party other than the University and any one of the Sponsors), or is independently developed by an employee, consultant, agent or student of a party who does not have access to this research program or is required to be disclosed by law or court order.

- b. Each Sponsor has the right to freely use and copy Program Information relating to results of the Program, subject to the obligation of confidentiality above for its internal purposes. Such information may not be shared with third party vendors. Sponsors may not incorporate or have incorporated any software developed through the Program in third party vendor products for use other than by the Sponsor.
- c. Each Sponsor may disclose and extend the right to use Program Information to its Affiliates who have agreed to keep such information proprietary as provided herein. "Affiliate" means the parent company of a Sponsor and any companies of

which the Sponsor or its parent company now [or hereafter] owns or controls directly or indirectly fifty percent (50%) or more of the shares entitled to vote for or appoint directors.

- d. Each Sponsor and its Affiliates who have received Program Information may disclose, provide copies of and extend the right to use such Program Information to:
 - (1) their consultants and contractors that agree to keep Program Information proprietary as provided herein and to use Program Information only as directed by such Sponsor or Affiliate; and
 - (2) government authorities, as required by law and in support of permits.
- e. Sponsor shall be provided with source codes for algorithms developed during the course of this project.

14. Intellectual Property Rights

- a. For the purposes of this Agreement, “Intellectual Property” means (i) Patent Rights, (*i.e.* the rights to file for patent protection for and any patents which may be granted on inventions disclosed in Program Information); (ii) Copyrights in Program Information; and (iii) during the proprietary period provided herein, the know-how and data disclosed in the Program Information. Title to Intellectual Property shall remain with the University which will license Intellectual Property to all interested Sponsor(s) on a nonexclusive basis under terms and conditions to be negotiated in good faith at the time of licensing.
- b. Each Sponsor and its Affiliates shall have a nonexclusive, nontransferable, royalty-free, license under the Intellectual Property Rights to use all of the know-how and data disclosed in the Program Information for its own internal purposes.
- c. University shall notify all Sponsors of any intellectual property disclosures that are received by the Office of Technology Development. Should Sponsors exercise their option to take a license to any such inventions, the costs of protecting the intellectual property shall be borne by those Sponsors on a prorated basis.

15. This Agreement may be terminated by either party under the following conditions.
 - a. Sponsor may terminate this Agreement by giving University at least sixty (60) days advance written notice. In the event of such termination, Sponsor agrees to forfeit its rights to receive reports on the progress of the Program, licenses to computer programs and/or other copyrighted or patented materials produced by the Program after the termination date, and the unspent portion of any funds invested in the Program. In the event of such termination, Sponsor shall have no further obligations to University except to make any payments which may have become due under Paragraph 6b above prior to termination.
 - b. University may terminate this Agreement upon sixty (60) days written notice to Sponsor in the event that Sponsor fails to make any payment in accordance with the schedule in Paragraph 6b above, in which case Sponsor agrees to forfeit its rights to Program materials and licenses. A Sponsor may make payment within the sixty (60) day period, in which case University may not terminate this Agreement. Provided, however, nothing herein shall prevent the University from terminating this Agreement if there is insufficient funding to continue the consortium or project, and Sponsor shall be refunded all unused and uncommitted funds.
16. This Agreement may be extended, renewed, or otherwise amended at any time by the mutual written consent of the parties hereto, and upon written notice to the other Sponsors, so long as any such extension, renewal, or other amendment does not infringe upon nor abrogate the rights of other Sponsors under their respective agreements with the University.
17. This agreement shall be governed by the laws of the state of Oklahoma, without giving force and effect to its choice of law provisions. Any legal action in connection with this agreement shall be filed in a court of competent jurisdiction in the state of Oklahoma, to which jurisdiction and venue Sponsor expressly agrees.
18. Notices, invoices, communications and payments shall be submitted to the offices identified below. Contractual notices and communications hereunder shall be deemed made as of the date of mailing if given by overnight courier service or by registered or

certified envelope, postage prepaid, and addressed to the party to receive such notice or communication at the address given below, or such other address as may hereafter be designated by notice in writing.

If to Sponsor (Business/Invoices):

Name: SponsorName

Address: _____

Phone/E-mail: _____

If to Sponsor (Technical):

Name: _____

Address: _____

Phone/E-mail: _____

If to University (Business/Payment):

Name: Suzanne Burgess, Director

Office of Research Services, Post Award Financial
Services

Address: The University of Oklahoma
201 Stephenson Pkwy., 5 PP, Ste. 3100

Phone/E-mail: Norman, OK 73019-9705
(405) 325-4979/suzanne@ou.edu

If to University (Business/Contract Terms):

Name: Gayle Parker, Sponsored Programs Coordinator
Office of Research Services
The University of Oklahoma
Address: 201 Stephenson Pkwy., 5 PP, Ste. 3100
Norman, OK 73019-9705
(405) 325-6061/gparker@ou.edu

If to University (Technical):

Name: Kurt J. Marfurt, Research Professor of Geophysics
School of Geosciences
College of Earth and Energy
Address: The University of Oklahoma
100 E. Boyd Street, Sarkeys Energy Center, Room
872
Norman, OK 73109-1009
E-mail: kmarfurt@ou.edu

19. Should the parties to this Agreement be unable to resolve between themselves any dispute arising from any of the provisions within this Agreement, each party shall have recourse under the law.
20. In the conduct of the Research Program under this Agreement, University is acting in the capacity of an independent contractor, and no party shall by reason of this Agreement be obligated to defend, assume the cost of defense, hold harmless, or indemnify any other from any liability to third parties for loss of or damage to property, death, or bodily injury arising out of or connected with the research under this Agreement.

21. No party to this Agreement may use the name of any other in news releases, publicity, advertising, or product promotion without the prior written permission of the other.
22. Both parties agree that they shall comply with the export control laws and regulations, embargoes and sanctions. Each party agrees that in the event that export controlled information/technology is disclosed, disclosing party shall provide receiving party with sufficient and appropriate information including Export Control Classification Numbers (ECCNs) and/or the Munitions List categories to allow receiving party to properly comply with the export controls regulations. Both parties maintain an export management system adequate to ensure compliance, Both parties agree that they will comply with all other applicable laws, orders and regulations relating to the use and/or transfer of deliverables specified in Appendix A and that they will not at any time take any action which would cause the other party to be in violation of any such laws, orders and regulations.
23. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings relating to the work to be performed.
24. As applicable, the provisions of Executive Order 11246, as amended by EO 11375 and EO 11141 and as supplemented in Department of Labor regulations (41 CFR Part 60-1.4(a), 60-300.5(a) and 60-741.5(a) et. seq.), are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. The parties represent that all services are provided and affirmative action to employ and advance in employment individuals is taken without discrimination on the basis of race, color, religion, national origin, sex, disability, political beliefs, or veteran's status; they do not maintain nor provide for their employees any segregated facilities, nor will the parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, 38 U.S.C. §4212.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

**THE BOARD OF REGENTS OF THE
UNIVERSITY OF OKLAHOMA**

SponsorName

