



THE UNIVERSITY *of*  
**TULSA**

*College of Engineering and Natural Sciences*

**LETTER OF AGREEMENT**

**Between**

**The University of Tulsa**

**and**

**Tulsa University Fluid Flow Projects Members**

This letter of agreement is between **"Your Company Name"** and The University of Tulsa. The Tulsa University Fluid Flow Projects (TUFFP) is a nonprofit, cooperative industry-university research venture in which contributing members pay an annual membership fee to partially support research on gas-liquid flow in pipes. The membership fee for calendar year **2020** 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 two years. Membership in TUFFP is open to all interested parties. Members agree to inform TUFFP of intent to terminate next year's membership no later than October 1, of the current year. Invoices will be payable 30 days following receipt. All invoices to **"Your Company Name"** will refer to this Agreement and will be sent the following address to expedite payments:

**Your Company Name**

**Address**

Each member and its affiliates have the right to freely use information and data obtained from TUFFP during the term of their membership. Each Member may freely copy, use, license and disclose information and data obtained from TUFFP 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, 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 TUFFP, including the rights to reproduce works, to prepare derivative works based on such works, and to distribute copies of such works and derivative works.

TUFFP holds semi-annual Advisory Board meetings attended by Member Companies and potential members invited as guests. In addition to semi-annual progress reports, progress updates will be periodically posted at [www.tuffp.utulsa.edu](http://www.tuffp.utulsa.edu). The TUFFP Director prepares a budget for each year consistent with The University of Tulsa policies and submits the budget to Member companies each November 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 Name"** 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 TUFFP member is with a single assigned representative. This representative is responsible for communication between TUFFP and the Member Company.

Members may freely carry out other, independent research directed to the objectives of TUFFP. Member companies are permitted to lease TUFFP 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 TUFFP for a period of one year. \$60,000 information fee not waived.

Agree to join TUFFP for a minimum period of two years. \$60,000 Information fee is waived.

**THE UNIVERSITY OF TULSA**

**"YOUR COMPANY NAME"**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Debbie Newton  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Director of Research  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature)

Brenton McLaury  
\_\_\_\_\_  
Name

Interim Vice Provost for Research  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date