



# TEXAS Geosciences

The University of Texas at Austin  
Jackson School of Geosciences

## MEMORANDUM

**To:** Potential UT GeoFluids Industrial Associates Member  
**From:** P. B. Flemings, Professor of Geosciences, Institute for Geophysics,  
Jackson School of Geosciences ([pflemings@jsg.utexas.edu](mailto:pflemings@jsg.utexas.edu); 512-750-8411)  
**Re:** UT GeoFluids Memorandum of Agreement  
**Date:** May 1, 2019

Attached, please find the Memorandum of Agreement (MOA) for UT GeoFluids. This should be signed by a cognizant official within your organization.

The signed MOA should be returned to:

Ms. Sara Sieberath  
Research Administration Manager  
Institute for Geophysics  
The University of Texas at Austin  
PO Box 7456  
Austin, TX 78713  
[sara@ig.utexas.edu](mailto:sara@ig.utexas.edu)

Thank you for your support of UT GeoFluids.

**Memorandum of Agreement**  
**Between**  
**The University of Texas at Austin**  
**and**

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[Company Name], hereinafter referred to as "Industrial Associate," and The University of Texas at Austin, hereinafter referred to as "University," hereby agree as follows:

1. The Industrial Associate will support general research related to developing new approaches to 1) analyze the fabric, acoustic, electrical, and material properties of mudrocks over effective stresses from 0.1-100 MPa; 2) pursue coupled hydro-mechanical modeling of geological systems; and 3) perform integrated field studies validating these experimental and theoretical analyses to illuminate the evolution of stress and pressure in sedimentary basins. Said program is to be carried out through the UT GeoFluids Industrial Associates (I.A.) Program. This agreement shall be valid for the period [MMM DD, YYYY] through May 31, 2029. The research will be directed by Prof. Peter B. Flemings and Dr. Maria-Aikaterini Nikolinakou of The University of Texas at Austin, who will act as project leader and co-project leader, respectively, for the University and not as a consultant to the Industrial Associate in his/her capacity on the project.

2. The Industrial Associate will provide the University with annual payments in accordance with the table below, within thirty (30) days of the Industrial Associate’s receipt of the University’s invoice. The cost for each year will increase per the table below.

<b>PHASE 1</b>				<b>PHASE 2</b>			
<b>Year</b>	<b>Amount</b>	<b>Year</b>	<b>Amount</b>	<b>Year</b>	<b>Amount</b>	<b>Year</b>	<b>Amount</b>
<b>2009</b>	45,000	<b>2014</b>	54,700	<b>2019</b>	50,000	<b>2024</b>	55,300
<b>2010</b>	46,800	<b>2015</b>	56,900	<b>2020</b>	51,000	<b>2025</b>	56,400
<b>2011</b>	48,700	<b>2016</b>	59,200	<b>2021</b>	52,050	<b>2026</b>	57,600
<b>2012</b>	50,600	<b>2017</b>	61,600	<b>2022</b>	53,100	<b>2027</b>	58,800
<b>2013</b>	52,600	<b>2018</b>	64,100	<b>2023</b>	54,200	<b>2028</b>	60,000

3. The UT GeoFluids Industrial Associates program will last 20 years, (Phase 1, 2009-2019; Phase 2, 2019-2029). New Industrial Associates may join during any year. However, if they join the UT GeoFluids I.A. after the first year of a phase, they will be required to pay a subscription fee equal to the prior year fee in addition to the annual fee of the joining year. Any UT GeoFluids Industrial Associate has access to all previous UT GeoFluids I.A. results.

4. This agreement may be terminated by either party hereto by giving 30 days prior written notice to the other party. In the event of the termination by Industrial Associate, Industrial Associate shall receive all results up to the date of termination and all financial obligations under this Agreement cease on the date of termination. Industrial Associate is entitled to rejoin the I.A. program at any time after subject to the obligations in Article 3.

5. The University will maintain funds provided by the Industrial Associate under this agreement in a separate account established for said Industrial Associates Program and will expend funds as necessary for wages, supplies, seminars, annual review expenses, capital expenses, and other operating expenses in connection with the study.

6. As with all University Industrial Associates programs, intellectual property rights cannot be granted, and no specific reporting requirements may be imposed. However, the University intends to host an annual review of research and accomplishments resulting from the program as well as provide the Industrial Associate preprints and publications resulting from the research.

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

8. The goal of this research is the advancement of scientific knowledge not having a commercial objective.

9. 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. The results of the research will be published or broadly shared in the scientific community.

10. 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, 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 Associate 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.

11. Industrial Associate 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.

Accepted and Agreed to:

**THE UNIVERSITY OF TEXAS AT AUSTIN**

**[COMPANY NAME]**

\_\_\_\_\_  
Bill Catlett, Director                      Date  
Office of Industry Engagement

\_\_\_\_\_  
Authorized Signature                      Date

Print name  
\_\_\_\_\_

\_\_\_\_\_  
Peter B. Flemings                      Date  
Principal Investigator