

2027 IBA In-Kind Contribution Agreement



CONTRIBUTOR INFORMATION *Please print legibly. This name will appear in all promotional materials.*

Agreement Date:

State/Province:

Company Name:

Country:

Contact Name:

Zip/Postal Code:

Contact Email:

Website:

Address:

Phone:

City:

Mobile:

CONTRIBUTIONS/DONATIONS

- ☐ **Facility** – Gold sponsor level equivalent
- ☐ **Software** – Diamond sponsor level for multi-year donation. Gold sponsor level for a single year.
- ☐ **Dataset** – Gold sponsor level equivalent donation the year the donation is received. Silver sponsor level equivalent in subsequent years while the dataset is in use.

DATASET USE

Please review the summary of dataset rules and operating procedures if considering a dataset donation.

1. Datasets are actual data that is not artificially created. However, they may have to be altered by the IBA Dataset committee to better meet the purpose of the Program.
2. Datasets are donated for educational purposes. AAPG does not own the datasets and will restrict the use of the dataset to only the IBA Program. No use, presentation, publication, alteration, or representation of the datasets are allowed outside of the AAPG IBA Program unless approved by the IBA committee in writing. Presentations to companies, sponsors, societies, and other organizations outside of the AAPG IBA Program are prohibited and are subject to the approval of the IBA committee.
3. Datasets will be delivered to the participating schools in the most effective, high quality, and confidential manner possible.
4. If a school withdraws from the Program, datasets and software are required to be removed from the school computer system. They may not be used in any form or manner for the instruction or research without the express consent of the AAPG IBA Committee chair, the owner of the dataset and the software provider. Violation of this rule will result in a school being declared ineligible for the IBA Program for two years.
5. Schools that complete the competition may keep their dataset for instructional purposes. Datasets may be used for internal dissertations which are not published or available outside the university to which they have been given. Datasets may not be used for research which is released externally, be presented to outside organizations, or published in any form.
6. Datasets are distributed by random selection and according to historical use. No school will receive a dataset that is local to their geographic location, unless an alternative dataset is unavailable. If that should happen, the IBA committee will notify the teams of the situation.
7. Datasets will be delivered to the competing teams eight weeks prior to their Region competition.

TERMS AND CONDITIONS

For good and valuable consideration acknowledged, the parties agree with the following:



1. Sponsor and AAPG agree to be bound by the terms and conditions of this Agreement for the sponsorship of AAPG's Imperial Barrel Award Program.
2. All amounts are to be paid in U.S. dollars.
3. All payments or in-kind donations by Sponsor to AAPG shall be made on or before January 1, 2027. Fulfillment cannot be guaranteed unless the Sponsor's payment is made in full by January 1, 2027.
4. All in-kind donations or sponsorship payments made by Sponsor under this Agreement are non-refundable and non-transferable.
5. Sponsor's payments and in-kind donations paid under this Agreement to AAPG for the IBA Program may be deductible as ordinary and necessary business expenses. They are not deductible as contributions or gifts for U.S. federal income tax purposes.
6. This Agreement may not be amended, modified, or supplemented except by an instrument in writing signed by all parties.
7. The IBA Program reserves the right to modify or cancel any in-person events or activities if the applicable sponsorship funding goal is not met. In this case, sponsorship commitments designated for those events or activities will be applied to another area or initiative of the IBA Program during the applicable program year at the sole discretion of the AAPG.
8. All of Sponsor's advertising materials and copy must be submitted and approved in writing by AAPG management in advance of publication.
9. The Sponsor shall indemnify, defend, and hold AAPG, and its agents, volunteers, employees, and contractors harmless from any and all liability, claims, threatened claims, lawsuits, causes of action, costs, losses, expenses, injuries including death and damages relating to or arising from Sponsor's failure to pay or withhold taxes and employee contributions, negligence, breach of representations and warranties, acts and/or omissions of Sponsor and Sponsor's employees, volunteers, agents, and contractors associated with the event or IBA Program.
10. If for any reason the activities cannot be executed, AAPG management may terminate this Agreement at any time upon written notice to Sponsor. Payments shall be refunded within a reasonable period of time.
11. This Agreement contains the complete understanding and agreement of the parties, and all prior agreements, whether verbal or written, will be null and void. This Agreement may be executed in one or more counterparts together making one Agreement. A copy of a signature, a scanned and emailed signature, or an electronic signature shall have the same legal effect as an original signature. Delivery of an executed counterpart of a signature page to this Agreement electronically, by facsimile, or scanned pages shall be effective as delivery of a manually executed counterpart to this Agreement.
12. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Oklahoma, USA (without regard to any conflict of laws principles). All actions arising out of or in connection with this agreement shall be brought in the Tulsa County District Court, Tulsa County, Oklahoma, USA, which shall have the sole and exclusive jurisdiction for resolving any and all disputes related to this Agreement. The parties hereby irrevocably submit to the personal jurisdiction, and process of the Tulsa County District Court, Tulsa County, Oklahoma, USA, and agree that service by certified mail to their addresses shall constitute sufficient service of process.
13. All questions regarding this Agreement shall be directed to IBA@aapg.org.

TERMS OF AGREEMENT

Fulfillment cannot be guaranteed without receipt from AAPG of Sponsor's payment in full. All Sponsor payments are due on or before January 1, 2027. Sponsors will provide their company logo and any other additional information needed or requested to AAPG upon the execution of the Agreement. Email a completed and executed copy of this Agreement and signed terms and conditions to gsmith@aapg.org and johnstonama@gmail.com.

The undersigned are authorized agents of Sponsor and AAPG and represent and warrant to each other they have full power and legal authority to enter into this binding Sponsorship Agreement. Upon completion and signature, the parties agree to be bound by all terms and conditions of this Agreement.

Sponsor Printed Name:

AAPG Printed Name:

Sponsor Signature:

AAPG Signature:

Date:

Date: