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 dataset rules and operating procedures if considering a dataset donation.

1. Datasets are based on actual subsurface data and are not artificially created; however, they may have been altered by the IBA Datasets Sub-Committee to better meet the purpose of the program.
2. Energy industry companies and global organizations will normally have donated the IBA datasets for educational purposes and the AAPG does not own the datasets and must restrict their use to the AAPG IBA Program. No use, presentation, publication, alteration, or representations of the datasets are allowed outside of the AAPG IBA Program unless approved by the IBA Committee in writing. Presentations to companies, societies and other organizations outside of the AAPG IBA Program are prohibited and are subject to the approval of the IBA committee.
3. Datasets ideally will comprise a regional-scale grid of 3D seismic data (approximately 100 sq. km^2), and/or regional 2D seismic lines and selected well data. The latter will comprise approximately 4-8 wells from within or outside the seismic grid with wire-line logs, core and core analysis data, well test results, fluid pressures, mud logs and final well reports. Incomplete or variable quality subsurface data is common and acceptable as a normal aspect of exploration and complete datasets should not be expected. Every dataset is different in content and scope, and the IBA Datasets Sub-Committee is charged with altering the datasets to ensure reasonable technical equivalence. If a specific item from the above list is missing, it is either not available for this dataset or has been removed to ensure comparable content to the other datasets.
4. Participating schools will be given access to the IBA datasets by the latest technical methods available to ensure high-quality deliverability.
5. If a school withdraws from the program prior to the Region competition, datasets and software (acquired specifically for use in the IBA program) must be removed from the school's computer systems. They may not be used in any form or manner for 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 may result in a school being declared ineligible for the IBA Program for two years.
6. With some exceptions, 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 congress, or published in any form. Some datasets are provided to AAPG for use only in the IBA program and are covered by a confidentiality agreement. Should your team receive a restricted dataset, you will be informed accordingly, and the dataset may only be used for the IBA competition and that it is a confidential dataset and must be removed from the school's computer systems upon completion of the competition.
7. Experience indicates that the datasets themselves do not influence selection of the winning team and hence individual schools are given their datasets by random selection and according to historical use.
8. Datasets will be delivered to teams 10 weeks prior to their Region or combined section competition. The IBA Committee will choose the week that Region semifinals and the Global Final are to take place before registration is opened.

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: