MEMORANDUM OF UNDERSTANDING
between

Society of Mining, Metallurgy and Exploration, Inc. (SME)
and
American Institute of Professional Geologists (AIPG)

To
Enhance professional collaboration and participate in joint opportunities to promote geology and exploration to benefit members of both organizations

The Society for Mining, Metallurgy, and Exploration, Inc., and the American Institute of Professional Geologists, referred to below as “the Parties,” agree to jointly collaborate on the items identified in this MOU for the benefit of both organizations and to the mutual interest to all Parties.

BACKGROUND

The Parties will collaborate to promote the professional values of each organization to members to broaden awareness of each Party’s mission, vision, and values, and, whenever possible, unite to work toward common goals for the betterment of the profession. The Parties will, when possible, share resources that would enhance the value of their membership and/or provide a common benefit to members.

The Parties will manage the activities and any events in this MOU on an agreed basis as outlined here or modified at a later date by written agreement from both parties.

1. SME and AIPG will work collaboratively, on a non-exclusive basis, to promote technical innovation within the exploration geology and mining industries between their respective members. The Parties shall make a reasonable effort to keep each other informed in advance about conferences or symposia organized by the respective organization that would be of interest to some or all members of each Party’s membership.

2. The Parties will recognize their mutual relationship by providing a link in the appropriate section on its website to the other Party’s website.

3. The Parties will provide joint programming in workshops and sessions at conferences and meetings, such as the SME Annual Conference and Expo on Exploration Geology or the AIPG Annual Meeting. SME will coordinate any AIPG activity within its conference program with the SME Mining and Exploration Division. These activities could include:
   a. Workshop Program(s) prior to each event
   b. Session(s) Development focused on Exploration Geology
c. Mine site or geologic field trips as the parties would find appropriate
AIPG will coordinate any SME activity within its conference program to include
potential topics as:

a. Mining technology, planning and production
b. Workshops on specific mineral elements and other topics of interest

Each Party may provide materials ("Materials") to the other Party for the purpose of
such cross-promotion. Subject to the terms and conditions of this MOU, each Party
hereby grants to the other Party during the term, a limited, revocable, non-exclusive,
non-transferable, non-sub-licensable license in the United States, Canada and Mexico,
solely to reproduce, perform, display, and/or distribute the Materials for purpose of the
cross-promotion outlined above, provided that: 1) Neither Party may modify the other
Party's Materials without the other Party's prior written approval, which may be freely
given or withheld at the other Party's sole discretion; 2) Each Party shall ensure that its
use of the other Party's Materials is marked with the appropriate copyright notices
specified by the other Party. 3) Cost and/or revenue sharing will be outlined in a separate
agreement that is specific to any workshop, session, short-course, or other programming
provided at conferences, meetings, or other events. Each Party reserves all rights not
expressly granted to the other Party under this MOU.

4. Each Party will provide one complimentary registration to its annual conference or
meeting for an elected officer, Executive Director, or equal substitute from the other
Party.

5. The parties will provide booth space free of charge as available at its annual conference
or meeting to the other Party subject to the applicable terms and policies of the Party's
conference or meeting.

6. SME and AIPG will consider joint programming at international events that could allow
both parties to provide technical expertise for any type of technology exchange.

7. The Parties will consider collaboration on outreach opportunities and market these to its
members for the benefit of members of both organizations.

8. The Parties each shall treat as confidential all information provided by a Party to the
other Party regarding such Party's business and operations. All confidential information
provided by a Party shall be used by any other Party solely for the purposes of this MOU
and, except as may be required in carrying out the terms of this MOU, shall not be
disclosed to any third Party without the prior written consent of the other Party.

9. This MOU may be terminated by either Party provided a minimum 90-day notice is
given by one Party to the other of their intent to terminate this MOU. Notice of
termination shall be done in writing and be signed by appropriate representatives of the
terminating Party. Upon the expiration or termination of this MOU for any reason, all
confidential information shall be returned or destroyed.

10. This MOU constitutes the sole and entire agreement of the parties with respect to the
subject matter contained herein. Any additions to this MOU shall be set forth in a written
addendum attached hereto and signed by all parties. Upon execution thereof, such addendum shall become a part of this MOU as if fully written herein.

11. This MOU and all matters arising out of or relating to this MOU are governed by the laws of Colorado, without giving effect to any conflict of laws’ provisions thereof.

12. This MOU will become operative upon being signed by the proper authorities representing the Parties. This MOU shall remain in effect for one year from the date it is signed and will be automatically extended for consecutive years at its due date, provided that none of the parties terminates this MOU as set forth herein.

13. Each Party represents and warrants that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws of its jurisdiction of incorporation or organization; (b) it has the full right, power, and authority to enter into this MOU and to perform its obligations hereunder; and (c) the execution of this MOU by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary organizational actions.

14. Each Party shall indemnify, defend, and hold harmless the other Party and its officers, directors, employees, agents, affiliates, successors, and assigns (each an Indemnified Party) from and against any losses, damages, liabilities, claims, actions, judgments, settlements, or costs of whatever kind, arising out of or in connection with any third-party claim related to the Parties.

This Memorandum of Understanding shall become effective upon signature by all Parties and shall remain until the conference is completed.

Matt Rhoades
AIPG President
6-16-22
Date

SME 2022 President
6-20-22
Date

Aaron Johnson
AIPG Executive Director
6-16-22
Date

SME Executive Director and CEO
6-20-22
Date