MEMORANDUM OF UNDERSTANDING
between
Women In Mining National (WIM USA)
and
American Institute of Professional Geologists (AIPG)
To
Enhance professional collaboration and participate in joint opportunities to promote education and outreach as well as equity and inclusion within the minerals extraction industry.

Women In Mining National (WIM USA), and the American Institute of Professional Geologists (AIPG), referred to below as “the Parties,” agree to jointly collaborate on the items identified in this Memorandum of Understanding (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.

PROPOSED COLLABORATION

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. WIM USA and AIPG will work collaboratively, on a non-exclusive basis, to promote education and outreach as well as equity and inclusion within the minerals extraction industry 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 Women in Mining National Conference or the AIPG Annual Meeting. These activities could include:
   a. Session(s) development focused on minerals education and outreach as well as diversity, equity, and inclusion.
   b. Mine site or geologic field trips as the parties would find appropriate.
   c. Workshops on specific technical subjects and other topics of interest
IMPLEMENTATION

An implementation team made up of representatives of both organizations will meet to develop a plan of action, identify synergies, determine working procedures, and define the roles and responsibilities of the team participants. In addition, the team will meet periodically to share information on industry news, planned events, joint-activities and progress in achieving the goals of the MOU.

Each Party may provide materials ("Materials") to the other Party for cross-promotion purposes. 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 the purpose of cross-promotion, provided that: 1) Neither Party modifies 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 ensures its use of the other Party's Materials is marked with the appropriate copyright notice(s) specified by the other Party. 3) Cost and/or revenue sharing is established in advance in a separate agreement 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. WIM USA and AIPG will consider joint programming at international events that could allow both parties to provide support and synergies on common objectives.

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 none of the parties terminates this MOU as set forth herein.

13. Each Party represents and warrants: (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.

**SIGNATORIES**

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

__________________________________________  January 12, 2024
Ashley Chancellor  Date
President, Women in Mining National, USA

**Dawn H. Garcia**
Digitally signed by Dawn H. Garcia
Date: 2024.01.15 11:25:44 -07'00"

__________________________________________  Date
Dawn Garcia  Date
AIPG President

**Aaron Johnson**
Digitally signed by Aaron Johnson
DN: cn=Aaron Johnson, o=AIPG, ou=AIPG, mail=awj@aipg.org, c=US
Date: 2024.01.16 15:07:23 -07'00"

__________________________________________  Date
Aaron Johnson  Date
AIPG Executive Director