January 24, 2023

MEMORANDUM OF UNDERSTANDING
between
American Institute of Professional Geologists (AIPG)
and
the Western Museum of Mining & Industry (WMMI)

To encourage professional interaction between AIPG and WMMI members and to arrange the sharing of organizational resources. To promote geology and mining education to benefit members of both organizations and society as whole. To educate present and future generations to become informed and thoughtful environmental stewards, such as geologists, through the innovative collaboration of both organizations.

The Western Museum of Mining & Industry 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 mission, vision, and values of each Party, and, whenever possible, unite to work toward common goals for the education of the general public. 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 communications in this MOU on an agreed basis as outlined here or modified at a later date by written agreement from both parties.

1. WMMI and AIPG will work collaboratively to engage, educate, and entertain their respective members. The Parties shall make a reasonable effort to keep each other informed in advance about activities and opportunities 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 and in appropriate electronic communication to members of each party. Neither Party will sell or distribute members’ information without advanced written permission per occasion.

3. The Parties will consider joint programming and communications. These activities could include:

   a. Communications such as newsletters and monthly updates
   b. Activities such as lectures, exhibits, workshops, and conferences
   c. Appropriate public and membership events
   d. Educational presentations and outreach programs
   e. Associate membership available at a discount (TBD) to active members of either party
   f. Advocating for ranching, mining, and associated industries
   g. Arrangements to utilize the other party’s facilities for appropriate activities
h. Attendance at the other party's annual meeting or business meetings when appropriate

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, tour, enrichment, or other programming provided at conferences, meetings, or other events.

4) Each Party reserves all rights not expressly granted to the other Party under this MOU.

4. Each Party will provide one complimentary membership 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

6. WMMI and AIPG will consider joint programming at events

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 Confidential Page 3 January 25, 2023 (NA) 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.

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AIPG President                                      WMMI 2022 President
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Date                                      Date

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AIPG Executive Director                      WMMI Executive Director and CEO
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Date                                      Date 1/24/23