MEMORANDUM OF UNDERSTANDING

Guinean Alliance for Education and Development (GAED) and
Montana Technological University (Montana Tech)

I. - BACKGROUND

a. Guinean Alliance for Education and Development (GAED):

The Guinean Alliance for Education and Development (GAED), also hereinafter referred to as “GAED” is a tax-exempt organization under section 501(c)(3) of the Internal Revenue Code incorporated in Washington, District of Columbia on October 5, 2011. It is organized exclusively for charitable and educational purposes. GAED is also tax exempt in the District of Columbia and Maryland.

GAED believes that by investing in human capital through education, a nation ensures future quality leadership, a skilled workforce, and sustainable economic development. It is our belief that children, regardless of their sex, religion, race, ethnicity, or socio-economic background be educated, empowering them with better opportunities and choices in life. To achieve this, the Alliance seeks to create educational opportunities and provide educational resources for students by establishing partnerships with colleges and universities as well as government entities and organizations—local and international.

GAED understands that achieving these endeavors will require human capital, and we have been fortunate to recruit and maintain well-qualified, passionate, and selfless individuals to help us achieve our mission and objectives in the United States and Guinea.

b. Montana Technological University (Montana Tech.)

Originally chartered as the Montana State School of Mines, Montana Technological University (Montana Tech) has evolved into a dynamic institution composed of two colleges and two schools (College of Letters, Sciences, & Professional Studies; Highlands College; School of Mines and Engineering; and Graduate School; and the Montana Bureau of Mines and Geology).

Opening in 1900 as the Montana State School of Mines, Montana Tech’s funding and land came from the Statehood Act of 1889, which admitted Montana to the Union and allocated 100,000 acres of public land to establish a state school of mines. The School of Mines opened with only one building, Main Hall, holding 21 students and offering two degrees: mining engineering and electrical engineering.

In the intervening decades, Montana Tech has evolved into a premier university with a special focus on engineering, science, technology, and health-care disciplines. The University offers degrees and certificates at the associate’s, bachelor’s, master’s, and Ph.D. levels. Montana’s Bureau of Mines and Geology is also part of the campus. Repeatedly recognized among the top universities in America, in 2018, Montana Tech was named the #1 best value engineering school in the United States, and its official name became Montana Technological University. All degree offerings derive a special
emphasis from the unique setting and continued tradition of high quality that has characterized Montana Tech since its founding.

The exceptional job placement rate of graduates and successful alumni, combined with the low cost of attendance in a highly personalized environment where students work closely with faculty, attest to the quality, value, and overall return on investment. Offering practical hands-on learning, Montana Tech provides the opportunity for students looking to be difference-makers, leaders, innovators, healers, and problem-solvers in their communities and the global economy.

II - MISSIONS

a. GAED: GAED's Mission is to provide educational resources and opportunities to students from low-income families in Guinea, West Africa, by providing them with financial and material support. Our special focus will be to provide scholarships to high performing and promising students to attend schools and universities in Guinea and around the world.

b. Montana Tech: Montana Tech, through exemplary undergraduate and graduate education, workforce development, research, and service, builds on a strong heritage in engineering, science, and technology that blends theory with practice in meeting the changing needs of society and the responsible development and use of natural resources.

III - VISION

a. GAED: GAED's vision is to invest in human capital through education and in the process inspire future leaders to pay forward the benefits that they have received by helping others in order to create sustainable development in their communities.

b. Montana Tech: Montana Tech's vision is to be a leader for undergraduate and graduate education and research in the Pacific Northwest in engineering, science, energy, health, information sciences, and technology.

IV. - SPECIFIC OBJECTIVES OF THE AGREEMENT

The purpose of this Memorandum of Understanding (MOU) is to develop working relationships between the Guinean Alliance for Education and Development and Montana's state School of Mines, Montana Technological University, henceforth identified as the "Partners." Their objectives include:

► To facilitate the admittance of qualified Guinean students sponsored by GAED into Graduate programs at Montana Tech at highly cost-effective rates;
► To offer support with admission processes and requirements for Montana Tech students in Guinea for Exchange Programs, internships and research purposes facilitated by the Guinean Alliance for Education and Development; and
► To promote and pursue cooperative activities in areas of mutual...
interest.

The development and implementation of specific activities based on this MOU will be separately negotiated and agreed among the partners. The partners agree to carry out these activities in accordance with the laws and regulations of the respective states and countries, after full consultation and approval. It is understood that the implementation of any activity shall depend upon the availability of resources and required financial support. Furthermore, it is agreed that:

1. The partners will not use the name of the other partner, or the name of any employee of the other partner, in any publicity documents, advertisements, or news releases without the prior written approval of an authorized representative of the other partner.

2. GAED and Montana Tech shall each indemnify and hold harmless the other, its officers, agents, and employees, for any and all liability, damages, and costs attributable to the negligent acts or omissions of the indemnifying party, its officers, agents and employees while acting in the scope of their employment, and in furtherance of activities described in this MOU.

3. This MOU may be amended or modified by a written agreement signed by the authorized representatives of the partners.

To that end, the Parties agree as follows:

Article 1: The operational implementation of these activities shall be carried out, as appropriate, through video conferencing, teleconferencing, distance-learning technologies, email, or on-site trips.

Article 2: The Partners agree to cooperate in good faith within the framework of joint and concerted activities conducted in accordance with the provisions of this MOU to achieve the objectives set above.

Article 3: This MOU provides the framework for cooperation between the Partners and lays down the terms and conditions for the actions they will jointly undertake to achieve their common objectives. It identifies the areas of cooperation as well as organizational arrangements and the general conditions governing such cooperation.

Article 4: The Partners agree that this MOU shall not confer any exclusive right concerning the activities referred to herein and that they may carry out similar activities in collaboration with other partner organizations.

Article 5: Pursuant to their work program and the provisions of this MOU, the Partners undertake to implement common initiatives in the areas of mutual interest outlined in the objectives, which may be amended periodically by written agreement.

Article 6: The Partners shall negotiate in good faith the provisions of any subsequent agreements which may be required to implement their collaboration concerning their activities or projects. These agreements shall normally take the form of a letter specifying the responsibilities of GAED.
and Montana Tech in the project, including financial and other support expected from each partner. They shall be subject to the regulations, rules, guidelines, and procedures in effect at GAED and Montana Tech, including the general conditions outlined in Article 7 below.

**Article 7:** The Partners may set up working groups made up of representatives of the Partners to monitor the preparation and implementation of specific projects in compliance with applicable laws and the confidentiality requirements.

**Article 8:**

I. To facilitate the routine implementation of this Memorandum of Understanding (MOU), direct contacts shall be established among the Partners' representatives.

II. GAED shall appoint a Program Coordinator responsible for coordinating all communications and implementing the MOU.

III. Montana Tech shall appoint a Program Coordinator responsible for coordinating all communications and implementation of the MOU.

**Article 9:** The Activities and projects planned under this MOU shall be carried out only if the necessary financial resources are available and subject to compliance with the rules and regulations, and procedures in effect at GAED and Montana Tech.

**Article 10:** The Partners shall jointly assess the outcomes of each project subject to the provisions of any agreement that may be reached pursuant to Article 5.

**Article 11:**

I. This MOU shall be governed by the laws and regulations of the State of Montana.

II. In case of dispute, disagreement or claim arising from or relating to this MOU or any agreement entered into pursuant thereto, the Partners shall do all in their power to quickly settle it through direct negotiation.

III. Any dispute not settled through direct negotiations within 60 (sixty) days with effect from the date a Partner notified the other of the nature of the dispute and the measures to be taken to remedy it, shall be resolved through arbitration.
**Article 12:** The following addresses shall be used to send notifications under this Memorandum of Understanding (MOU) when required. Otherwise, electronic means shall be the preferred mode of communication.

**Organization:** Guinean Alliance for Education and Development  
**Street:** 6521 Drylog Street  
**City, State, and Zip Code:** Capitol Heights, MD 20743

**Organization:** Montana Tech  
**Street:** c/o Research Office  
**Street:** 1300 West Park Street  
**City, State, and Zip Code:** Butte, MT 59701

**Article 14 (Final provisions):**

I. This MOU shall take effect on the date of its execution by duly authorized representatives of the Partners.

II. This MOU is signed for an initial two (2) year period from the date of its execution by the Partners. It may, after consultation with the Partners, be extended for an additional two (2) year period or any mutually agreed period through execution of an amendment, signed by authorized representatives of the Partners.

III. This MOU can only be modified, amended, or supplemented by written agreement among the Partners.

**Article 15:** The Partners may terminate this MOU by written communication. Each Partner shall have the right to terminate this MOU at any time for any reason by sending a written notice to the other Partner with a termination date not sooner than six (6) months after the notice date. In case of termination, measures shall be taken to ensure that such termination has no impact on any previous obligation, on-going project or activity, or the continued enrollment and support of a student under the partnership. The Partners agree that in the event of termination of the MOU, any student that is a beneficiary of their partnership will be supported through degree completion, providing the student continues in full-time enrollment (at least nine (9) credits per semester) and is in good academic standing.

IN WITNESS WHEREOF the undersigned, duly authorized representatives of the Guinean Alliance for Education and Development and the Montana State School of Mines, Montana Technological University have signed this Memorandum of Understanding on the dates and places indicated on the signature page, following:
For Guinean Alliance for Education and Development (GAED):

Name and Title: Mamadou Keita, President
Signature: [Signature]
Date: 09/09/2019
Place: Chester, PA USA

Name and Title: Stephanie Schencher, Chair, Board of Directors
Signature: [Signature]
Date: 9/9/19
Place: Chester, PA USA

For Montana Technological University

Name and Title: Les P. Cook, Chancellor
Signature: [Signature]
Date: 8/29/19
Place: Butte, MT USA

Name and Title: Beverly K. Hartline, Vice Chancellor For Research
Signature: [Signature]
Date: 8/29/2019
Place: Butte, MT USA