MEMORANDUM OF UNDERSTANDING
Montana Technological University (Montana Tech) and
Guinean Ministry of Mining and Geology (GMMG)

I. - BACKGROUND

I. a. 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, offering 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 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.

I. b. Guinean Ministry of Mining and Geology (GMMG)

Background:

The Guinean mining sector has some of the largest reserves of mineral resources in the world: bauxite (+ 40 billion tons of bauxite containing Al2O3 40%), iron ore (+ 10 billion tons of high-grade ore), gold (many thousands of tons), Diamond (mainly of jewelry quality), graphite as well as possible clue of uranium, rare earth, copper and petroleum. This immense potentiality is placed under the authority of the Ministry of Mines and Geology, which is in charge of ensuring that the industry reaches its high potential to secure a sustainable sector that is socially and economically integrated into the long-term development aspirations of the country.
II. MISSIONS

II. a. 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.

II. b. GMMG: The Ministry of mines and geology is responsible for the design, development and implementation of the Government’s policy in the fields of mining and geology and to ensure its follow-up:

- Formulate policies and legislations that effectively regulate activities in mining sector;
- Generate knowledge and information on resources, and provide services to stimulate investment for sustainable economic development of Guinea;
- Develop and monitor required infrastructures for mining project development;
- Build and strengthen human capabilities of the mining Administration;

III. VISION

III. a. 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.

III. b. Guinean Ministry of Mining and Geology: GMMM’s vision is to make the mining sector an effective lever of transformation of the national economy that opens a path to inclusive and sustainable development of the country.

IV. SPECIFIC OBJECTIVES OF THE AGREEMENT

The purpose of this MOU is to develop working relationships between Montana Tech, and the GMMG, hence forth identified as the “Partners.” These objectives include:

- The design and implementation of a certificate program tailored to the needs of the Guinean Ministry of Mining and Geology.
- The admittance of qualified Guinean students sponsored by GMMG into Graduate programs at Montana Tech at highly cost-effective rates.
- The admittance of Montana Tech students in Guinea for internship and research purposes facilitated by the Guinean Ministry of Mining and Geology.
- Promotion and pursuit of 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 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. All the partners will not use the name of the other partner, or the name of any employee of the other party, in any publicity, advertising, or news release without the prior written approval of an authorized representative of the other partner.

2. Montana Tech, and the GMMG shall each indemnify and hold harmless the others, 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 Memorandum of Understanding.

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

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, Tele-Conferencing, 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 Memorandum of Understanding in order to achieve the objectives set above.

**Article 3:** This Memorandum provides the framework for cooperation between the Partners and articulates the terms and conditions for the action the Partners 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 Memorandum shall not confer any exclusive right with respect to the activities referred to therein and that the Partners may carry out similar activities in collaboration with other partner organizations.

**Article 5:** Pursuant to their work program and the provisions of this Memorandum of Understanding, the Partners undertake to implement common initiatives in the areas of mutual interest outlined in the Roadmap which shall be appended to this Memorandum every two years and 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, Montana Tech and the GMMG in the project, including financial and other support expected from each partner. The agreements shall be subject to the regulations, rules, guidelines and procedures in force at, Montana Tech and the GMMG, including the general conditions set forth in Article 11 below.

Article 7: The Partners may set up working groups made up of representatives of each party 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, direct contacts shall be established among the Partners' representatives.

II. Montana Tech and the Guinean Ministry of Mining and Geology shall each appoint a Focal Point responsible for coordinating all communications and implementation of the Memorandum.

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

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 Memorandum of Understanding shall be interpreted in accordance with the general principles of law. Reference to any single national legal system shall be excluded.

II. In case of dispute, disagreement or claim arising from or relating to this Memorandum 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 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 consultations of the Partners or their duly authorized representatives. Where the dispute cannot be settled amicably through negotiation, it shall be settled through arbitration.
**Article 12:** The following addresses shall be used to send notifications under this Memorandum when required. Otherwise, electronic means shall be the preferred mode of communication.

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

**Organization:** The Guinean Ministry of Mining and Geology  
**Street:** Boulevard du Commerce  
**City, State and Zip Code:** Conakry, BP 295

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**Article 14 (Final provisions):**

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

II. This Memorandum is signed for an initial 2 (two) - year period from the date of its final signature by the Partners. It may, after consultation by all Partners, be extended for an additional 2 (two) - year period or any mutually agreed period through execution of an amendment, signed by an authorized representative of each party.

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

**Article 15:** The Partners may terminate this Memorandum of Understanding by written communication. Each Partner shall have the right to terminate this Memorandum at any time for any reason by sending a written notice to the other Partners for a termination date not sooner than six 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. Such student will be supported through degree completion, providing the student continues in full time enrollment (at least 9 credits per term) and is in good academic standing.

IN WITNESS WHEREOF the undersigned, duly authorized representatives of the Guinean Alliance for Education and Development, Montana Tech and the Guinean Ministry of Mining and Geology, have signed this Memorandum of Understanding on the dates and places indicated below:
For Montana Tech

Name and Title: Donald M. Blackketter, Chancellor  
Name and Title: Beverly K. Hartline, Vice Chancellor for Research

Signature: 
Place: Butte, MT USA  
Date: May 30, 2019

For the Guinean Ministry of Mining and Geology

Name and Title: Abdoulaye Magassoub, Minister of Mines and Geology

Signature: 
Place: Conakry, Guinea  
Date: June 05, 2019