

# MONTANA TECH FOUNDATION

## MEMORANDUM OF UNDERSTANDING

### Schweitzer Engineering Laboratories Campaign Pledge

This Memorandum of Understanding (MOU) is made and entered into on June 26, 2018 by and between Schweitzer Engineering Laboratories, herein referred to as the Donor, and the Montana Tech Foundation, a Montana corporation, herein referred to as the Foundation.

#### 1. ACKNOWLEDGEMENT OF PLEDGE

The Foundation acknowledges the Donor's pledge of \$1,000,000 to be used for the purposes described and fulfilled following the schedule outlined below, which property and all additions thereto shall be held and administered as herein set forth.

\$350,000 by December 31, 2018

\$250,000 by December 31, 2019

\$200,000 by December 31, 2020

\$200,000 by December 31, 2021

At the Donor's discretion, the pledge may be fulfilled sooner than the schedule set forth above. See Section 2, Item 3, Intent of Gift for details regarding this schedule.

#### 2. INTENT OF GIFT

The Donor specifies that this gift is to be used in support of the following initiative:

- 1) Construction and operation of four power-systems laboratories: a Protection Lab, an Energy Conversion Lab, a Power Plant/Systems Lab, and a Training & Learning Lab within the Natural Resource Research Center (NRRC).
- 2) Construction of the labs will be completed in two phases. Phase 1 will be marked by the completion of the Protection and Energy Conversion Labs. Phase 2 will be marked by the completion of the Power Plant/Systems and Training/Learning Labs. A detailed project timeline will be developed and communicated to the Donor. Updates to the timeline and project milestones will be periodically communicated to the Donor.
- 3) Donor understands that the completion of the two phases is dependent upon fulfillment of Donor's pledge. Donor's first pledge, as defined in Section 1 above, is contingent

upon receipt of a detailed project timeline and design plans for Phase 1. Donor's second pledge is contingent upon completion of at least one lab for Phase 1. Donor's third pledge is contingent upon completion of Phase 1 and receipt of a detailed project timeline and design plans for Phase 2. Donor's fourth and final pledge is contingent upon completion of Phase 2.

- 4) Any funds remaining from Donor's gift after completion of Phases 1 & 2 will be endowed to support ongoing operation and maintenance of the Protection and Energy Conversion Lab and Power Plant & Simulation Lab.

**3. RECOGNITION**

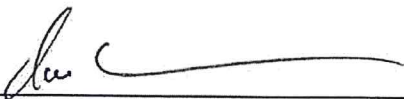
With the above-mentioned gift the Donor will receive the following recognition:

- 1) Permanent naming rights to the four power-system laboratories on the third floor of the Natural Resource Research Center (NRRC 313 and 314). Both rooms will carry the Donor's name and/or logo and that name and/or logo will be featured on signage within the labs and in the hallway.
- 2) Directional signage and donor recognition within the common area of the first floor of the NRRC featuring the Donor's name and/or logo.

**4. ADDITIONAL CONSIDERATION**

Donor will be provided use of the power system laboratories within the NRRC for the purpose of holding training sessions and conferences at scheduled times mutually agreed upon and arranged by Donor and Montana Tech personnel.

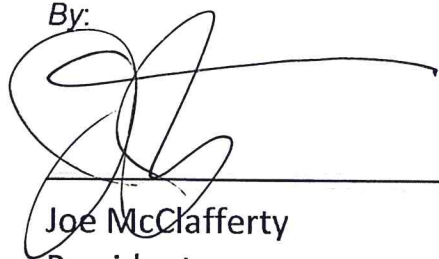
*Donor:*



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Dave Whitehead  
Chief Operating Officer  
Schweitzer Engineering Laboratories

*By:*



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Joe McClafferty  
President  
Montana Tech Foundation