



Agreement number C250785A

## AMENDMENT 1

THIS AMENDMENT 1 ("Amendment") is entered into by and between Universidad Tecnologica Del Cibao Oriental, located at Ave. Universitaria, #100, Cotui, Prov. Sanchez Ramirez, 43000 Dominican Republic ("UTECO"), Pueblo Viejo Dominicana Jersey 2 Limited, a commercial company organized under the laws of Jersey, acting through its Dominican branch, with Taxpayer Identification Number (RNC) No. 1-01-88671-4, and having its registered office and principal place of business at Ave. Lope de Vega No. 29, 16th Floor, Torre Novo-Centro Business Tower, in the city of Santo Domingo, National District, Dominican Republic ("PV"), and the Board of Trustees of the Colorado School of Mines for and on behalf of Colorado School of Mines, located at 1500 Illinois Street, Golden, CO 80401 ("Mines")

WHEREAS, the parties entered into an Agreement on October 20, 2025 for the purpose of Mines delivering a hybrid educational program on tailings to UTECO, with PV providing partial funding for ten (10) participants and contributing technical expertise and facility access;

WHEREAS the parties now desire to amend the aforesaid Agreement to reflect programmatic changes to the hybrid educational program by execution of this Amendment 1;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. It is agreed by the parties that this Amendment is supplemental to the original Agreement, and that all terms and conditions of the Agreement and all Amendments, unless specifically modified by this Amendment, apply to this Amendment as though they were expressly rewritten, incorporated, and included herein.
2. The price and payment schedule shall be updated to increase the timeline for payment from UTECO. As such, **Section 3, "Price and Payment Schedule"** shall be deleted in its entirety and replaced with the following:

"The price and payment schedule for the Hybrid Programming is described in **Exhibit B**, attached hereto and incorporated herein. Mines will invoice UTECO for payment of each milestone. UTECO will make full payment to Mines in United States dollars within 15 business days of the date of the invoice. Any payment made by PV shall also occur within 15 business days of the date of invoice. UTECO and PV shall be liable to Mines for their respective amounts due under this Agreement, in accordance to allocation of payment responsibilities between them. If either UTECO or PV fails to remit its portion of payment when due, Mines may, in addition to any other remedies available at law or equity, suspend performance of the Hybrid Programming until full payment is received, charge late fees to the defaulting party as described in **Exhibit B** or terminate this Agreement for default. In the event Mines is required to pursue collection of unpaid amounts, respectively by either UTECO and/or PV they shall, respectively, also be responsible for all reasonable costs of collection, including attorneys' fees. In the event that Mines suspends the Hybrid Programming as a result of the circumstances outlined

herein, attributable to the defaulting party, the non-defaulting party shall be entitled to reimbursement of contributions made pursuant this agreement.

No amounts paid to Mines under this Agreement will be subject to any withholding by UTECO or PV. As a state institution of higher education, Mines is exempt from United States federal income taxes under Section 115(1) of the Internal Revenue Code, and from State of Colorado taxes under C.R.S. § 29-2-105 and § 39-26-704. UTECO will not charge or assess Mines any domestic or international taxes, charges, surcharges, or fees of any kind.

Unless otherwise directed by Mines via writing, all payments will be made out to the Colorado School of Mines by electronic wire/transfer, credit card payment or delivered by check to:

Colorado School of Mines  
ATTN: Controller's Office, Contract No. C250785  
1500 Illinois St.  
Golden, CO 80401"

3. Mines' duties shall be updated to modify the delivery requirements by removing the language regarding the English language. As such, **Section 4, subsection b "Mines Duties"** shall be deleted in its entirety and replaced with the following:

"b. The Hybrid Programming will be delivered in form and content consistent with the general outline in **Exhibit A**; and"

4. PV Duties shall be updated to modify the number of participants PV is sponsoring. As such, **Section 5, subsection c(i). PV Duties** shall be deleted in its entirety and replaced with the following:

" i. PV acknowledges that it intends to sponsor ten (10) participants for the Hybrid Programming delivered by Mines."

5. The unnumbered paragraph titled "**Intellectual Property**" located on page 3 shall be deleted in its entirety and replaced with the following new **Section 6.1 "Intellectual Property"**:

**"6.1 Intellectual Property.** Mines will retain full right, title, and interest in its background and foreground intellectual property including any patents, copyrights, trademarks, trade secrets, and other proprietary and moral rights in any content, instructional materials, media files, webpages, texts, graphics, simulations, and other written and electronic materials. Any digital or tangible materials provided by Mines to UTECO, PV, and enrolled program participant students are intended only for the personal use of the program participant students and not for further redistribution, publication, or modification. This Agreement confers no license or rights by implication, estoppel, or otherwise under any background or foreground intellectual property of Mines. UTECO and PV will not use any Hybrid Programming content, materials, or methods for any purpose not specifically contemplated within this Agreement. All rights and license in connection with the Hybrid Programming and any related intellectual property that are provided under

this Agreement will cease upon the earlier expiration or termination of this Agreement. Conversely, any materials, content, or technical contributions provided by PV, including but not limited to presentations, documents, or proprietary know-how shared through the Barrick Academy or during site visits, shall remain the exclusive intellectual property of PV. Nothing in this Agreement shall be construed as granting Mines, UTECO, or any third party any license or right to use, reproduce, disclose, or modify such materials, except as expressly authorized in writing by PV. Any materials, content or technical contribution provided by UTECO shall remain the exclusive intellectual property of UTECO.”

6. **Exhibit A “Hybrid Course Program”** shall be updated to remove Program 1 and modify the remaining program schedules. As such **Exhibit A** shall be deleted in its entirety and replaced with the following:

**“EXHIBIT A”  
Hybrid Course Program**

**Program 1**

May 13, 2026 – Exploration and Workforce Development Session, incorporating discussion on tailings (1 day, in-person) by John Bradford, VP Global Initiatives and Business Development and Heather Lammers, Course Instructor (virtual)

---

**Program 2**

Google Translate will be used to translate the course content from English to Spanish. Mines ProEd will translate any course images/visuals that cannot be translated using Google Translate.

May 18, 2026: Course 1 release (Introduction to Tailings)

June 1, 2026: Course 2 release (Tailings: Technology and Site Selection)

June 15, 2026: Course 3 release (Closure and Reclamation for Tailings Projects)

June 29, 2026: Course 4 release (Tailings Instrumentation and Monitoring)

July 6, 2026: Course 5 release (Risk Assessment and Mitigation for Tailings Management)

July 20, 2026 : Course 6 release (Emergency Response and Preparedness for Tailings)

**Program 3**

August 12-19, 2026 Wrap-Up Workshop (2 days, in-person) by Heather Lammers.

---

**Grading and Certification**

Mines will not administer, assign, or grade any tests, projects, or other assignments during the online programming. Mines will provide a Mines Marker of Completion to enrolled students who complete the hybrid programming to Mines’ satisfaction.

---

**Enrollment and Participants**

No more than 35 participants are permitted to enroll in and attend Program 1 and Program 3 (in-person sessions). Such participants must be pre-determined and pre-communicated to Mines by UTECO.

Additional participants may enroll in the self-paced programming.

Unless Mines provides UTECO or individual participants with the ability to self-enroll, UTECO is responsible for timely provision of all necessary information Mines requires to register and enroll participants.

---

**Course Outline Subject to Change**

The specific schedules, dates, and times listed in Exhibit A are intended as guidelines. Mines may modify them as needed to accommodate unforeseen interruptions, delays, or changes in circumstances.

7. Exhibit B shall be updated to modify payment schedules. As such **Exhibit B** shall be deleted in its entirety and replaced with the following:

**“EXHIBIT B”**

The following pricing is for twenty (20) attendees. PV’s contribution is a maximum of \$50,000 USD, which shall be paid up front.

The remaining balance will be paid in three installments by UTECO.

- May 15, 2026: \$21,033.33
- June 15, 2026: \$21,033.33
- July 15, 2026: \$21,033.33

For Program 1, each additional participant is \$1,200 (maximum 35 learners).

For Programs 2, each additional participant is \$1,500 maximum capacity is subject to Mines' approval for enrollment.

For Program 3, each additional participant is \$1,500 (maximum 35 learners).

---

**Payment Terms and Schedule**

Each program and course release will be invoiced to UTECO on its respective start date. To ensure timely execution of the program, all payments are due within fifteen (15) business days of invoice. If payment is not received within the fifteen (15) business days of invoice, the remainder of the program will be paused until payment is made.

\*UTECO will be responsible for all costs not covered by PV, including but not limited to those for additional attendees and those associated with business class travel, lodging, transportation, and meals for Mines faculty as well as all costs associated with face-to-face program events, including but not limited to logistics, venue, catering, and related expenses.

8. This Amendment is effective as of the date of last signature, and thereafter, unless otherwise amended.

- 9. Persons signing below hereby swear and affirm that they are authorized to act on the respective party's behalf and acknowledge that the other party is relying on their representations to that effect.

**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

THE BOARD OF TRUSTEES OF THE  
COLORADO SCHOOL OF MINES, for and on  
behalf of the Colorado School of Mines

UTECO

By:  Signed by: John Bradford  
6E947F51736F4B7...

By:  Signed by: Marylin Diaz  
2E1968092C88442...

Name: John Bradford

Name: Marylin Diaz

Title: Vice President for Global Initiatives

Title: Rectora de UTECO

Date: 2/26/2026

Date: 2/25/2026

PUEBLO VIEJO DOMINICANA  
CORPORATION JERSEY 2 LIMITED

By:  Signed by: Gisselle Valera  
7AA32F2E7A1A499...

Name: Gisselle Valera

Title: President

Date: 2/18/2026