

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE
NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS, INC. (NSPS)
AND THE**

**ARTICLE I
PURPOSE**

The purpose of the NSPS 100% State Affiliate Membership Program is to continue to build and enhance our national influence by joining our memberships into a single unified organization that represents the vast majority of the surveying profession.

A unified national organization would better serve the interests, objectives, and communication needs of its members. This stronger organization would also give its members a more powerful national voice in promoting and protecting our profession.

This unity of purpose will also help to advance the sciences and disciplines within the surveying and mapping profession, encourage public and private sector cooperation, create an active public relations program and advance the protection of the public welfare relative to surveying and mapping issues.

**ARTICLE II
BACKGROUND**

The NSPS Board of Governors and Board of Directors believe that the continued success and growth of our society and our profession requires a stronger relationship between the national and state societies. To that end, we desire to create a joint membership program that will attract state societies to join with NSPS to work together to enhance our profession while enjoying the benefits of membership.

Benefits of a substantially increased membership total for NSPS would include:

STRONGER INFLUENCE in dealing with federal and state legislators, agencies, and administrators.

GREATER RECOGNITION when operating among other national and international professional organizations.

INCREASED EFFICIENCY in building on past, present, and future initiatives to strengthen the surveying profession.

Thus at the May 5, 2012 NSPS Annual meeting, a motion from members of the NSPS Board of Governors, to create and implement a 100% Affiliate Membership Program was presented and approved by both the NSPS Board of Governors and Board of Directors.

**ARTICLE III
OBLIGATIONS AND RESPONSIBILITIES
OF THE STATE ASSOCIATION/SOCIETY**

- Furnish the NSPS, Inc. Secretary/Treasurer, at least sixty (60) days prior to the start of the State's membership year, a preliminary list of the names, addresses and e-mails, for all regular/licensed members **whose legal residence is in the same state as that of the State Affiliate.**

- Within one hundred and twenty (120) days from the start of the State Affiliate's membership year, the Affiliate shall provide NSPS a list of all regular/licensed members paid to date and the balance due for their membership fees.
- The state affiliate, after the first one hundred and twenty (120) days of the membership year, shall forward NSPS on a monthly basis the names and membership dues for all newly paid to date regular/licensed members.
- Provide a representative(s) to serve on the NSPS Board of Governors and Board of Directors .
- Publish the MOU once each year in a State Association/Society publication.
- Furnish NSPS, Inc. with the names and addresses of their officers, directors, and NSPS Governor/Director after each election.
- Affirm the affiliation with NSPS, Inc. through the display of the NSPS, Inc. logo or other statements of affiliation on the State's stationery, website and publications.

ARTICLE IV ROLES AND RESPONSIBILITY OF NSPS

- Provide leadership for the surveying & mapping community on a national level.
- Provide a voice for the surveying & mapping community on a national level.
- Provide a National Government Affairs Program and leadership on State and Regional Government Affairs issues.
- Provide coordination and promotion of surveying & mapping curriculums on a national level.
- Provide a liaison with other national and international geomatics and geospatial organizations.
- Provide for the distribution of significant information of new technology and innovations that support the furtherance of surveying & mapping science.
- Provide assistance to the affiliate in obtaining speakers and programs for conferences and workshops.
- Coordinate licensing concerns of a national interest with the affiliates and provide review of the NCEES Model Law.
- Promote the affiliates activities and programs through the NSPS Website and publications.

ARTICLE V ISSUES OF MUTUAL UNDERSTANDING

- The two parties are two distinct and separate entities, that share a mutual interest in furthering the surveying & mapping profession.
- NSPS will act as the clearinghouse and spokesperson for the Affiliates on national issues.

- Each State Affiliate may opt out for all of their members having their personal information shared by NSPS with third parties by submitting a letter to the NSPS Secretary/Treasurer at the beginning of every membership year.
- NSPS is not responsible for the expenses associated with the attendance of the affiliate's representative(s) to the NSPS Board of Governors and Board of Directors meetings.
- The State Affiliate organization has the right and is expected to send a representative to all meetings of the Board of Directors
- Affiliates will participate in the annual NSPS lobby effort to include Lobby Day and will schedule meetings with their Congressional delegation.

ARTICLE VI COMPENSATION DETAILS

- The affiliate will remit to NSPS an annual fee of \$40 (forty dollars) for each Regular/Licensed Member **whose legal residence is in the same state as that of the State Affiliate.**
- All costs incurred by the Affiliate that are associated with collecting and disbursing the annual fee to NSPS shall be borne solely by the Affiliate.

ARTICLE VII MISCELLANEOUS DETAILS

- Life and Retired State members upon agreement between NSPS and the State Affiliate may be omitted from the yearly Affiliate Regular/Licensed membership tally.
- Individual **non** Regular/Licensed, Life or Retired members etc., **whose legal residence is in the same state as that of the State Affiliate,** are allowed to take part in the NSPS membership program on an optional basis at an annual fee of \$40 (forty dollars), in their appropriate NSPS membership category. The affiliate will supply NSPS with a listing of the additional members.
- Student members of a State Affiliate's membership can qualify to be included in this program at the current NSPS student membership fee of \$30 (thirty dollars) for the 2013 membership year and at a membership fee of \$10 (ten dollars) starting with the 2014 membership year.

ARTICLE VIII TERMS OF THE AGREEMENT

- This MOU Agreement will become effective upon the first day after the signing of this Agreement by the authorized officers of both parties.
- This MOU Agreement shall remain in force until such time as either party ceases to exist as a legal entity within the state of their listed headquarters.
- The agreement may be terminated by either party upon a two-thirds vote by their governing Board and the delivery of a written notice of termination to the other party's listed headquarters within no less than ninety days prior to the commencement of a new membership year.

- Upon receipt of a termination notice from either party, both parties will have a maximum of sixty days in which to complete all financial and legal obligations existing between them.
- Should a dispute arise between the parties as to the terms of this agreement and an amicable settlement cannot be reached by the two parties, both parties agree to submit the dispute to a dispute resolution procedure to be held within the state of the aggrieved party.

**ARTICLE IX
EFFECTIVE DATE AND SIGNATURES**

NOW BE IT RESOLVED that the National Society of Professional Surveyors, Inc., (NSPS, Inc.) and the _____ have joined together with mutual understanding as to their obligations and responsibilities, that each party will adhere to the MOU Agreement to the best of their ability and herewith sign this MOU Agreement in good faith.

**SIGNED FOR THE
NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS, INC.
ON**

This _____ day of _____ 20.

Attest: Secretary

President

Printed Name of Secretary

Printed Name of President

FOR THE

This _____ day of _____ 20.

Attest: Secretary

President

Printed Name of Secretary

Printed Name of President