

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

---

**ARTICLE I**  
**PURPOSE**

The purpose of the NSPS 100% State Affiliate Membership Program is to create an environment that will not only maintain but enhance our national influence by joining our memberships into a single unified organization that represents, as near as possible, 100% of the surveying profession.

A unified national organization would better serve the interests, objectives, and communication needs of its members, in helping to enhance the public image of the surveying profession. 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 the disciplines within the profession of surveying and mapping, encourage cooperation between the public and the private sectors, create an active public relations program and advance the protection of public welfare relative to surveying and mapping issues.

**ARTICLE II**  
**BACKGROUND**

The NSPS Board of Governors and Board of Directors feel 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 unified national organization for NSPS would include:

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

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 SCSPLS membership year, a preliminary list of the names, or the number of its regular/licensed members whose legal residence is in South Carolina, along with a list of SCSPLS regular/licensed members who are not South Carolina residents as of the signing date of this document.

Within one hundred and twenty (120) days from the start of the SCSPLS membership year, SCSPLS shall provide NSPS a list of all regular/licensed members paid to date and the balance due for their NSPS membership fees (\$40/member).

After the first one hundred and twenty (120) days of the membership year, SCSPLS shall forward NSPS on a monthly basis the names and membership dues for all newly paid to date regular/licensed members.

SCSPLS will provide a representative(s) to serve on the NSPS Board of Governors and Board of Directors.

SCSPLS will publish the MOU once each year in a State Association/Society publication.

SCSPLS will furnish NSPS, Inc. with the names and addresses of their officers, directors, and NSPS Governor/Director after each election.

SCSPLS will 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 state affiliates on national issues.

SCSPLS 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.

SCSPLS has the right and is expected to send a representative to all meetings of the Board of Directors

SCSPLS will participate in the annual NSPS Lobby Day and schedule meetings with their Congressional delegation.



## **ARTICLE VI COMPENSATION DETAILS**

SCSPLS will remit to NSPS an annual fee of \$40.00 for each Regular/Licensed Member whose legal residence is in South Carolina. Only those non-resident licensed/regular members who are currently a licensed/regular member of SCSPLS as of the signing date of this MOU by SCSPLS would be allowed to take part in the 100% membership program through SCSPLS. Their membership would be on an optional basis similar to the emeritus, honorary, and associate members. After that date, non-resident licensees who become licensed/regular members of SCSPLS may only participate (on an optional basis) in the 100% membership program through SCSPLS if they do not at that time, nor have they for the previous three (3) years, held membership in another State Affiliate as a licensed/regular member.

All costs incurred by SCSPLS that are associated with collecting and disbursing the annual fee to NSPS shall be borne solely by SCSPLS.

## **ARTICLE VII MISCELLANEOUS DETAILS**

Emeritus members, upon agreement between NSPS and the SCSPLS, may be omitted from the yearly Affiliate Regular/Licensed membership tally. SCSPLS will offer the option to Emeritus members to become NSPS members at the current member (\$40) rate.

Individual **non** Regular/Licensed, Emeritus members etc. of SCSPLS whose legal residence is in SCSPLS, 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. SCSPLS will supply NSPS a listing of the additional members. SCSPLS will offer the option to our Associate members to become NSPS members at the current (\$40) rate.

Student members of SCSPLS can qualify to be included in this program at the current NSPS student membership fee of \$10 (ten dollars) starting with the 2014 membership year.

All newly licensed Professional Land Surveyors with a South Carolina residence will be offered a membership in SCSPLS and NSPS at no cost except for the \$10 SCSPLS application fee. These newly licensed members will be included in the yearly SCSPLS membership tally.

## **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 South Carolina Society of Professional Land Surveyors (SCSPLS) 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 8<sup>th</sup> day of March 2013.

John R. Fenn  
Attest: Secretary

Robert Dahn  
President

JOHN R. FENN  
Printed Name of Secretary

ROBERT DAHN  
Printed Name of President

**FOR THE SOUTH CAROLINA SOCIETY OF PROFESSIONAL LAND SURVEYORS**

This 10<sup>th</sup> day of February 2013.

Alfred B. Crouch  
Attest: Secretary

Kent Hudson  
President

Alfred B. Crouch  
Printed Name of Secretary

Kent Hudson  
Printed Name of President

B. Bradley  
William C. Morris  
Gregory Jensen  
Midlands Chapter  
Bill Tripp  
A. Trip  
B. B. Bonds  
William Taylor IV  
D. G. Hall

A. L. L. L.  
Dennis Johns  
Lee Frank  
Shel M. Dennis  
Michael S. Cullen  
Th. B. Allen  
Griffin

Larry B. Hyde  
NSPS  
Garyson  
Brenda J. Smith  
Executive Secretary