

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

MASSACHUSETTS ASSOCIATION of LAND SURVEYORS and CIVIL ENGINEERS (MALSCE)

**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 Directors believes 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 then existing NSPS Board of Governors, to create and implement a 100% Affiliate Membership Program was presented and approved by both the then existing 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 MALSCE.

- Within one hundred and twenty (120) days from the start of MALSCE's membership year, MALSCE shall provide NSPS a list of all regular/licensed members paid to date and the balance due for their membership fees.
- MALSCE, after the first one hundred and twenty (120) days of the membership year, shall forward NSPS on at least a quarterly 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 Directors.
- Publish the MOU once each year in a State Association/Society publication or on MALSCE's website.
- Furnish NSPS, Inc. with the names and addresses of their officers, directors, and NSPS Director after each election.
- Affirm the affiliation with NSPS, Inc. through the display of the NSPS, Inc. logo or other statements of affiliation on MALSCE's stationery, website and publications as each becomes available for cost effective replacement.

**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 MALSCE on national issues.

- MALSCE will use a checkbox on their annual invoice to allow each member to opt out from having their personal information shared with third parties. MALSCE shall forward a list of those members' names to the NSPS Secretary/Treasurer.
- NSPS is not responsible for the expenses associated with the attendance of MALSCE's representative(s) to the NSPS Board of Directors meetings.
- MALSCE has the right and is expected to send a representative to all meetings of the Board of Directors.
- MALSCE is expected to participate in the annual NSPS lobby effort to include Lobby Day and is expected to schedule meetings with their Congressional delegation.

ARTICLE VI COMPENSATION DETAILS

- MALSCE will remit to NSPS an annual fee mutually agreed upon from time to time by MALSCE and NSPS for each Regular/Licensed Member **whose legal residence is in the same state as MALSCE.**
- All costs incurred by MALSCE that are associated with collecting and disbursing the annual fee to NSPS shall be borne solely by the MALSCE.

ARTICLE VII MISCELLANEOUS DETAILS

- MALSCE life members, whose legal residence is in the state of Massachusetts, may choose to participate in the NSPS membership program. Those MALSCE life members that choose to become NSPS members will pay an annual NSPS fee mutually agreed upon from time to time by MALSCE and NSPS.
- MALSCE Associate and Honorary members, whose legal residence is in the state of Massachusetts, may choose to participate in the NSPS membership program. Those Associate and Honorary members that choose to become NSPS members will pay an annual NSPS fee mutually agreed upon from time to time by MALSCE and NSPS.
- The yearly MALSCE membership tally will include those Life, Honorary and Associate members that chose to become NSPS members.
- MALSCE shall supply NSPS with a separate listing of the Life, Honorary and Associate members that have chosen to participate in NSPS membership program.
- MALSCE's first time licensed land surveyors, whose legal residence is in the same state as the MALSCE, shall receive free one year memberships in NSPS.
- MALSCE will supply NSPS with a separate yearly listing of MALSCE's resident first time licensed land surveyors.
- Student members of MALSCE's membership may join NSPS at the then current student member rate.

**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 Massachusetts Association of Land Surveyors and Civil Engineers (MALSCE) 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.

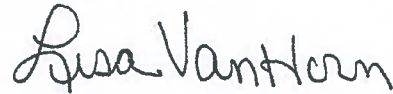
**SIGNED FOR THE
NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS, INC. ON**

This 16th day of June 2019



Attest: Secretary

Craig P. Amey
Print Name of Secretary



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President

Lisa Van Horn
Print Name of President

**FOR THE
MASSACHUSETTS ASSOCIATION of LAND SURVEYORS and CIVIL ENGINEERS**

This 28th day of May 2019



Attest: Secretary

Paul S. Campbell, PE, PLS
Print Name of Secretary



President

Darren J. Hardy, PLS
Print Name of President