

NSPE – STATE SOCIETY AGREEMENT

THIS AGREEMENT is made this 14<sup>th</sup> day of October, 2010 by and between the National Society of Professional Engineers, a South Carolina non-profit corporation (“NSPE”), and Idaho Society of Professional Engineers, a 501(c)(6) non-profit corporation (“STATE SOCIETY”).

WHEREAS, NSPE has granted a charter to STATE SOCIETY pursuant to which STATE SOCIETY shall be the exclusive NSPE State Society in the State of Idaho; and

WHEREAS, NSPE and STATE SOCIETY wish to set forth herein certain of their understandings and agreements pertaining to the granting of said Charter and the mutual rights and responsibilities created thereunder:

NOW, THEREFORE, in consideration of the foregoing and of other mutual promises and agreements set forth below, NSPE and STATE SOCIETY agree as follows,

1. Grant of Charter. By virtue of the granting of a Charter by NSPE to STATE SOCIETY, as set forth in NSPE Bylaw 7, STATE SOCIETY shall be the exclusive NSPE State Society in the State of Idaho.

2. Agency. Neither NSPE nor STATE SOCIETY shall represent to any third party or allow any third party to believe that it has authority to bind the other or that it has authority to act on the other's behalf. STATE SOCIETY shall not use NSPE's symbols or name in a fashion that would lead a reasonable person to believe STATE SOCIETY may act on NSPE's behalf. NSPE shall not use STATE SOCIETY's symbols or name in a fashion that would lead a reasonable person to believe that NSPE may act on STATE SOCIETY's behalf.

3. Standards.

a. STATE SOCIETY and NSPE expressly acknowledges the purposes of NSPE as set forth in the Charter, the NSPE Certificate of Incorporation and the NSPE Bylaws, and agrees to take no action inconsistent with those purposes.

b. STATE SOCIETY shall incorporate and shall consistently remain in good standing as a non-profit corporation under the laws of the State of Idaho. The governing documents of STATE SOCIETY shall at all times not be in conflict with the NSPE Bylaws, as set forth in NSPE Bylaw 7(4). STATE SOCIETY shall at all times adhere to its governing documents.

4. License of Name, Logo, and Trademark.

a. NSPE licenses STATE SOCIETY to use its name, as an official State Society, and any and all trademarks or service marks NSPE now or hereafter owns, during the term of this Agreement, in connection with STATE SOCIETY's activities that are consistent with and in furtherance of NSPE's objectives. STATE SOCIETY shall use said name and marks in strict accordance with the NSPE Graphic Design Guide, as amended from time to time by NSPE (the "Style Guide"). In order to protect the good name and integrity of NSPE, NSPE retains the right to review and approve all uses of said name and marks for conformity with the Style Guide.

b. STATE SOCIETY acknowledges that NSPE is the lawful owner of the name, "National Society of Professional Engineers" and of the acronym "NSPE" and its associated trademarks used in its business, and STATE SOCIETY agrees that it will take no action inconsistent with NSPE's ownership of its name, the acronyms and trademarks. NSPE shall take no action that is inconsistent with the STATE SOCIETY's trademarks or other intellectual property rights.

5. Dues and Membership. STATE SOCIETY and NSPE shall agree on procedures for membership dues collection, consistent with NSPE Bylaw 11, on an annual basis or as necessary. In the event a STATE SOCIETY chooses to offer "State Only Membership", an ADDENDUM shall be attached and shall apply to this NSPE-

STATE SOCIETY AGREEMENT, consistent with NSPE Bylaws and Operating Procedures.

6. Representation on House of Delegates. STATE SOCIETY shall designate one representative to the NSPE House of Delegates, as set forth in NSPE Bylaw 13.

7. Operations of STATE SOCIETY.

a. STATE SOCIETY shall operate and conduct its business and affairs in accordance with accepted practices of non-profit organizations. STATE SOCIETY shall at all times comply with applicable law.

b. NSPE and STATE SOCIETY expressly acknowledge and agree that NSPE and STATE SOCIETY are, and intend to maintain, separate corporate entities and as such shall not incur any liability, obligation, or expense on behalf of each other.

c. State Society Local Chapters established and maintained by the STATE SOCIETY are the sole responsibility of that State Society and the State Society shall be solely responsible for maintaining any and all fiduciary responsibilities for said chapters, except as otherwise agreed to by the STATE SOCIETY and local chapters.

d. STATE SOCIETY shall comply with the requirements regarding member discipline set forth in NSPE Bylaw 10.

8. Fiscal Operations and Taxes. STATE SOCIETY shall practice sound fiscal policy. The Treasurer or other duly designated individual of STATE SOCIETY shall be responsible for the accounting procedures of STATE SOCIETY and shall maintain proper receipts and expenditure records and be responsible for complying with all applicable state and federal tax compliance issues.

9. Indemnification and Hold Harmless.

a. STATE SOCIETY hereby agrees to indemnify and hold harmless NSPE and its officers, directors, members, state societies, chapters, agents and employees (the “NSPE Indemnified Persons”) from and against any action, suit, proceeding, claim, damage, liability, obligation, cost, and expense, including, but not limited to, reasonable attorneys fees and costs, which may be incurred by an NSPE Indemnified Person which may arise by reason of (i) any breach of this Agreement by STATE SOCIETY; and/or (ii) any negligence or willful misconduct by STATE SOCIETY or by any officer, director, or employee thereof.

b. NSPE hereby agrees to indemnify and hold harmless STATE SOCIETY and its officers, directors, members, agents and employees (the “STATE SOCIETY Indemnified Persons”) from and against any action, suit, proceeding, claim, damage, liability, obligation, cost, and expense, including, but not limited to, attorneys fees and costs, which may be incurred by a STATE SOCIETY Indemnified Person which

may arise by reason of (i) any breach of this Agreement by NSPE; and/or (ii) any negligence or willful misconduct by NSPE or by any officer, director, or employee thereof.

c. Each of NSPE and STATE SOCIETY shall maintain in full force and effect directors and officers, employment practices, and general liability insurance, either individually or as part of a group insurance policy as mutually agreeable to the parties. Proof of such insurance shall be made available to the other party promptly upon request.

10. Revocation of Charter. The Board of Directors of NSPE shall establish a procedure and have the authority to revoke the Charter granted to STATE SOCIETY if the NSPE Board of Directors determines that STATE SOCIETY has violated, failed, or refuses to comply with this Agreement or if this Agreement is terminated. NSPE shall provide 120 days written notice of its intent to revoke the Charter granted to STATE SOCIETY. STATE SOCIETY may reapply to the NSPE Board of Directors to become an exclusive NSPE State Society. The NSPE Board of Directors shall determine whether to accept such reapplication in its good faith discretion.

11. Waiver. Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.

12. Termination of Agreement.

a. Either NSPE or STATE SOCIETY may terminate this Agreement upon sixty (60) days' written notice to the other party.

b. Either NSPE or STATE SOCIETY may terminate this Agreement immediately upon written notice to the other in the event of the other's insolvency, fraud, willful misconduct or substantial breach of this Agreement.

c. Upon termination of this Agreement, in the absence of any outstanding financial or other obligations, neither party shall have any further obligation to the other and both parties shall cease any and all use of the other party's trademarks or other intellectual property including name, acronym and logos.

13. Successors and Assigns. This Agreement shall be binding on the parties, and on their successors and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

14. Notices. Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery, facsimile or mail. If delivered by mail, notices shall be sent by certified or registered mail, return receipt requested, or by express mail, all postage and charges prepaid. All notices and other written communications under this

Agreement shall be addressed as indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

If to NSPE: NSPE Secretary & Executive Director  
1420 King Street  
Alexandria, Virginia 22314

If to STATE SOCIETY: Idaho Society of Professional Engineers Inc  
PO Box 170239  
Boise, ID 83717-0239

15. Governing Law. This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia, USA, without giving effect to principles of conflicts of law thereunder. In addition, all disputes arising under this Agreement shall be resolved in any state or federal court in the Commonwealth of Virginia, and STATE SOCIETY agrees, solely for purposes of this Agreement, to submit to the personal jurisdiction of that court. Prior to litigation, the parties shall attempt to resolve any disputes through non-binding mediation.

16. Amendments. This Agreement constitutes the entire agreement between the parties, and supersedes all prior written or oral agreements. This Agreement may be amended by mutual written agreement of the parties as “ATTACHMENT A” to this agreement.



17. Warranty. Each of the parties warrants that the individual who executes this Agreement on its behalf has been duly authorized to do so.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, effective as of the date first written above.

ATTESTS:

Nancy R Oswald

(Corporate Seal)

NATIONAL SOCIETY OF  
PROFESSIONAL ENGINEERS

By: 

Name: Lawrence A. Jacobson

Title: Executive Director & Secretary

ATTESTS:

A. Jay Hassell

(Corporate Seal)

STATE SOCIETY:

By: 

Name: A. Jay Hassell, P.E.

Title: ISPE President

(August 12, 2010 Version)