MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding between The American Society of Civil Engineers (ASCE), the National Society of Professional Engineers (NSPE), the American Society of Mechanical Engineers (ASME), and the American Society for Engineering Education (ASEE) concerning United States (U.S.) Membership in the Union Panamericana de Asociaciones de Ingenieros (UPADI), the Panamerican Union of Engineering Associations.

In order to further the interests of U.S. engineers and to establish stronger ties within the Western hemisphere among engineering societies and practicing engineers, NSPE, ASCE, ASME, and ASEE hereby jointly agree to serve as the U.S. representative to UPADI. In order to support this representation, NSPE, ASCE, ASME, and ASEE have established the Joint NSPE/ASCE/ASME/ASEE Task Force on UPADI, which shall be responsible for general oversight of all UPADI activities involving the United States.

The charge to the UPADI Task Force shall be the following:

- Participate in programs and activities in support of UPADI’s mission, consistent with the missions of NSPE, ASCE, ASME, and ASEE;

- The UPADI Task Force shall act as a body of the whole. All actions taken by the Task Force shall be approved by a majority of the members of the Task Force, excepting those actions where unanimous approval of the members is required under the terms of this MOU;

- Develop a business plan for UPADI initiatives requiring NSPE, ASCE, ASME, and ASEE financial, staff or other resources for approval by the appropriate governing bodies of both organizations;

- Appoint individuals to leadership positions on UPADI committees, task forces and other UPADI initiatives covered by an approved business plan with the advice of the NSPE, ASCE, ASME, and ASEE leadership;

- Keep NSPE, ASCE, ASME, and ASEE leadership apprised, via an annual written report and periodic interim reports, of planned UPADI programs and activities, especially such programs or activities that may require NSPE, ASCE, ASME, and ASEE financial, staff or other resources. The annual report should be submitted to NSPE, ASCE, ASME, and ASEE not later than December 31st of each year.

Under the terms of this Memorandum of Understanding (MOU), NSPE, ASCE, ASME, and ASEE hereby agree to the following:

1. NSPE, ASCE, ASME, and ASEE shall designate appropriate individuals to serve on the Joint Task Force on UPADI. The Chair of the Joint Task Force will alternate annually between the four organizations. The Task Force may establish such committees and task forces as become necessary to accomplish its charges.
2. U.S. representation in the UPADI General Assembly provides one vote. The vote on the UPADI governing body is shared by NSPE, ASCE, ASME, and ASEE. The vote shall be cast on concurrence of the lead representatives from the four organizations. The lead representatives are the Presidents of NSPE, ASCE, ASME, and ASEE, or their designees.

3. All correspondence from UPADI shall be addressed to NSPE/ASCE/ASME/ASEE at NSPE’s offices. NSPE shall copy ASCE, ASME, and ASEE on all UPADI correspondence in a timely manner.

4. NSPE, ASCE, ASME, and ASEE shall mutually cooperate in communicating to UPADI, and to the ASCE, NSPE, ASME, and ASEE leadership, the benefits of joint NSPE/ASCE/ASME/ASEE UPADI membership.

5. Any formal action by UPADI requiring U.S. ratification, or Joint Task Force commitments to UPADI, must be ratified or approved as appropriate, by the governing bodies of the four organizations.

6. NSPE shall receive and pay the annual dues invoice and thereafter separately invoice ASCE, ASME, and ASEE for the agreed upon 1/4 reimbursement for ASCE’s, ASME’s, and ASEE’s share of the UPADI annual, calendar year dues. In addition, NSPE shall be responsible for arranging telephone conference calls and shall thereafter separately invoice ASCE, ASME, and ASEE for the agreed upon 1/4 reimbursement for ASCE’s, ASME’s, and ASEE’s share of those costs. In no case shall task force member or staff travel costs be shared by NSPE, ASCE, ASME, and ASEE, but such costs may be separately reimbursed to task force members, depending upon the task force member’s organization’s reimbursement policy. In the event one or more engineering societies are admitted to membership under this MOU, the annual dues and costs shall be divided equally among all societies that are a party to this MOU.

7. Any party may withdraw from the Joint Task Force and this MOU upon thirty (30) days written notice to the other parties. If NSPE, ASCE, ASME, or ASEE withdraws, the remaining parties will become the U.S. representatives to UPADI. If the UPADI dues are increased above the $10,000 level, this MOU shall be void and a revised MOU shall be discussed to continue the cooperative participation.

8. The Joint Task Force is charged to keep minutes of all meetings and to render recommendations to the appropriate NSPE, ASCE, ASME, and ASEE entities of any actions required to meet U.S. obligations under this agreement.

9. All activities of the parties hereunder shall be consistent with federal, state and local laws, including antitrust laws and Section 501(c)(3) of the Internal Revenue Code. No activities or funds hereunder shall be used to attempt to influence legislation, including any referendum, to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, or for any other activities that are illegal or inconsistent with Section 501(c)(3) of the Internal Revenue Code.

10. Neither ASCE, NSPE, ASME, ASEE, nor individual members of the Joint Task Force, are authorized by the other under this MOU to act on behalf of or in the name of the other party. Neither ASCE, NSPE, ASME, ASEE, nor the individual members of the Joint Task Force, shall have the authority to bind the other in contract, debt, or otherwise. The parties are, and shall remain, separate entities and no partnership, joint venture, or agency relationship shall be created under this MOU.
11. The term of this MOU shall be for a period of three years beginning on January 1, 2015 and expiring on December 31, 2017.

Entered into and agreed to on this 30th day of March, 2015.

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National Society of Professional Engineers (NSPE)

Thomas W. Smith III, CAE, F.ASCE, Executive Director
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