NSPE – MICHIGAN SOCIETY AGREEMENT

THIS AGREEMENT is made this 25th day of ____ May ____, by and between the National Society of Professional Engineers, a South Carolina non-profit corporation (“NSPE”), and [Michigan Society of Professional Engineers], a [501 (C) 3 or 501 (C) 6] non-profit corporation (“STATE SOCIETY”).

A. 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 Michigan; and

B. WHEREAS, on July 22, 2017, at an officially convened meeting, the NSPE House of Delegates Assembly approved and enacted a motion to change the NSPE Membership Business Model to establish two options for state society affiliation with NSPE, containing terms and conditions, and one of the two options have been selected by the STATE SOCIETY as indicated in Attachment A of this Agreement.

C. 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 *Michigan*.

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 this agreement, 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 *Michigan*. The governing documents of STATE SOCIETY shall at all times not be in conflict with the NSPE Bylaws and STATE SOCIETY shall at all times adhere to its governing documents.
4. **License of Name, Logo, and Trademark.**

   a. NSPE licenses STATE SOCIETY, regardless of its form of affiliation, to promote and identify itself as an official State Society.

   b. NSPE further licenses STATE SOCIETY for such period as they maintain Integrated Affiliation with NSPE, 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.

   c. 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 the July 22, 2017 action of the NSPE
House of Delegates, and to be incorporated in a timely manner into the NSPE and STATE SOCIETY Bylaws.

a. To support and foster the objectives of the partnership between Integrated State Societies and NSPE, the governing documents of each Integrated State Society shall conform to the NSPE Bylaws as regards member grades and eligibility for membership (as defined in NSPE Bylaw 9) and all persons eligible for membership in these categories shall be required to join as and maintain a unified national/state membership.

(1) Nothing in this agreement prohibits any Integrated State Society from creating, supporting and administering categories of membership solely at the state level for those individuals or businesses that do not otherwise qualify for membership in one of the categories as defined by the NSPE Bylaws.

b. The schedule of initial division of dues and allocation of service obligations between NSPE and all State Societies electing the Integrated form of affiliation are set forth in Attachment B of this Agreement. Future changes to this schedule shall be developed on a collaborative basis between NSPE and all Integrated State Societies. Each Integrated State Society shall be provided the opportunity to affirm whether it wishes to maintain Integrated affiliation before executing any amendment to this Agreement incorporating the revised schedule.

6. **Representation on House of Delegates.**

a. All State Societies adopting and maintaining Integrated Affiliation with NSPE shall designate representative(s) to the NSPE House of Delegates, as set forth in NSPE Bylaw 13.
b. Members of NSPE within all states whose State Society has adopted and maintains Non-Integrated Affiliation with NSPE shall designate representative(s) to the NSPE House of Delegates on a proportional basis consistent with and 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.


a. NSPE, through its House of Delegates, which is solely authorized under NSPE Bylaw 13 – House of Delegates, to amend the NSPE Bylaws; and State Society which under NSPE Bylaw 7 – State Societies is recognized as the duly authorized NSPE State Society in its geographic area, shall each use their best efforts, in accordance with their respective articles of incorporation, bylaws, governing documents and applicable state laws, to make all necessary and appropriate changes to their respective bylaws and governing documents, consistent with and in furtherance of the motion approved by the NSPE House of Delegates on July 22, 2017 and this agreement, by no later than June 30, 2018. In the event the State Society is delayed in completing its State Society bylaw amendment process by June 30, 2018, to the fullest extent permitted by law, NSPE hereby agrees to defend, indemnify and hold harmless the State Society, its officers, directors, chapters, members, staff and agents for any and all liability, claims, fines or other damages (including attorney fees, court costs or other legal expenses) arising as a result the State Society’s delay in completing its State Society bylaw amendment process.
b. 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 attorney’s fees and costs, which may be incurred by an NSPE Indemnified Person which may arise by reason of (i) any other 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.

c. 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 other breach of this Agreement by NSPE; and/or (ii) any negligence or willful misconduct by NSPE or by any officer, director, or employee thereof.

d. 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, electronic transmission, 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 Corporate Secretary & Executive Director
1420 King Street
Alexandria, Virginia 22314
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 C” 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:

(Corporate Seal)

5.31.18

ATTESTS:

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

By: 

Name: Mark J. Golden, FASAE, CAE

Title: Executive Director & CEO

STATE SOCIETY

By: 

Name: Robert T. Wheeler

Title: MSPE President
Section 1. Two options for State Society affiliation with the National Organization:

1.A. Integrated Affiliation, based upon:

1.A.1. A unified membership that includes membership in both the National Organization and one State Society for professional members, offered at a society-wide, single dues price point;

1.A.2. The discontinuance of new state-only membership effective June 30, 2018;

1.A.2.a. Grandfathering of existing state-only memberships current to the State Society as of June 30, 2018, billed and administered by the State Society for as long as the State Society chooses to support this membership category and grandfathered state-only members maintain continuous state-only membership.

1.A.3. A division of dues between the National Organization and State Society based upon service/capacity tiers;

1.A.3.a. Service/capacity tiers and placement within tiers shall be reviewed and modified in consultation between the National Organization and participating State Societies at the conclusion of the first fiscal year after implementation (June 30, 2019) and every other year thereafter.
and may be adjusted between regular reviews if and when a material change in State Society circumstances occur.

1.A.4. The establishment and maintenance of a single membership administration and billing system managed by and the responsibility of the National Organization.

1.B. **Non-Integrated Affiliation,** based upon:

1.B.1. Non-contingent membership, in which a member may choose to join the National Organization and/or the State Society with no requirement to join both.

1.B.2. All State Society membership administration, financial, and operational activities shall be under the control and the responsibility of the State Society, which shall conduct its own marketing, billing, administration, and service operations.

1.B.3. All terms of National membership within the state and National membership administration, financial, and operational activities within such states shall be under the control and the responsibility of the National Organization, which shall conduct its own marketing, billing, administration, and service operations for National memberships within such states.

*And further that* this action by the NSPE House of Delegates affirms:

Section 2. Regardless of affiliation option selected, all State Societies shall be the sole designated and official affiliated state or territorial component of NSPE.
2.A. The National Organization and all State Societies mutually commit to continue to work together closely and collaboratively for the good of the profession and the professional engineer (regardless of the nature of the affiliation between the partners).

2.A.1. This mutual cooperation shall include joint membership promotion campaigns to encourage new and single-level members to hold membership at both the national and state levels, if and where a Non-Integrated State Society is open to participating in such joint campaigns.

And further that the new NSPE business model shall include:

Section 3. The initial, single dues price point for membership in the National Organization shall be $299; and

3.A. The initial division of dues revenue between the National Organization and Integrated State Societies shall be:

<table>
<thead>
<tr>
<th>State Society Tier</th>
<th>State Society Dues</th>
<th>National Organization Dues</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lower Capacity/Full Service</td>
<td>$60</td>
<td>$239</td>
</tr>
<tr>
<td>Moderate Capacity/Premium Service</td>
<td>$110</td>
<td>$189</td>
</tr>
<tr>
<td>Moderate-High Capacity/Standard Service</td>
<td>$160</td>
<td>$139</td>
</tr>
<tr>
<td>High Capacity/Basic Service</td>
<td>$210</td>
<td>$89</td>
</tr>
</tbody>
</table>

3.B. Where dues are discounted (e.g., graduated dues for engineering graduates), the division of dues between the National Organization and the State Society shall be proportional according to the divisions set forth in Subdivision 3(3.A).

3.C. These dues shall remain in place for FY2019 and FY2020 and will be reviewed every other year thereafter.
And further that:

Section 4. In order to implement this action:

4.A. No later than January 1, 2018, all State Societies shall provide the National Organization with a written statement of intent that indicates whether the state or territorial society plans to affiliate with the National Organization via (a) the Integrated Affiliation option, or (b) the Non-Integrated Affiliation option, as well as such other information as may be necessary for NSPE to conduct a business analysis and financial assessment;

4.B. The NSPE Board of Directors shall, based upon the State Society affiliation elections, assess the financial and operational feasibility of the model for the National Organization and State Societies (collectively) and take final action to proceed with implementation of this membership business model no later than January 31, 2018;

4.C. Assuming a positive decision, the National Organization and State Societies will recruit new members and renew existing members under the respective terms of their form of affiliation, beginning July 1, 2018.

And that the implementation of this action requires that upon the final action taken by the NSPE Board of Directors (per 4B) no later than January 31, 2018:

Section 5. The National Organization shall prepare and the House of Delegates shall (through electronic meetings and/or, if deemed necessary, Special Meetings) complete necessary revisions to relevant NSPE Bylaws and Operating Procedures, prior to the effective date of these changes (July 1, 2018).
THEREFORE, after full notice by NSPE and careful consideration and deliberation by the STATE SOCIETY, the STATE SOCIETY has selected the following affiliation status (check one):

[X] Integrated Affiliation

[ ] Non-Integrated Affiliation

B. As a consequence of the approval of the afore-referenced motion by the NSPE House of Delegates, and under the terms and language in the existing NSPE-State Society Agreement which states that "Either NSPE or STATE SOCIETY may terminate such agree Agreement upon sixty (60) days' written notice to the other party", and by virtue of that provision, NSPE, by action of the House of Delegates, has or is hereby providing official notice to the STATE SOCIETY of its intent to terminate any prior or existing NSPE-STATE SOCIETY AGREEMENT in order for NSPE and the STATE SOCIETY to mutually enter into this new agreement, consistent with the approved NSPE Membership Business Model approved on July 22, 2017 by the NSPE House of Delegates, which thereby supersedes any earlier existing NSPE-STATE SOCIETY AGREEMENT with the STATE SOCIETY.
Value Proposition – NSPE Services
This new model and the new services being offered help NSPE and state societies respond as one organization and one voice to its members wants and needs, and provides those services from where the member expects to receive them. This approach allows each partner to focus on what it can do best.

Benefits and Services
At which level would you like NSPE to focus on providing the following products and services in the future? Please select the level at which you think it is most important for NSPE to provide each product or service. (N = 1,062)

<table>
<thead>
<tr>
<th>Benefit/Service</th>
<th>National</th>
<th>State</th>
<th>Local</th>
</tr>
</thead>
<tbody>
<tr>
<td>Research and publications</td>
<td>57%</td>
<td>23%</td>
<td>20%</td>
</tr>
<tr>
<td>Ethics resources</td>
<td>42%</td>
<td>29%</td>
<td>29%</td>
</tr>
<tr>
<td>Career path and job search guidance</td>
<td>57%</td>
<td>31%</td>
<td>12%</td>
</tr>
<tr>
<td>Professional education</td>
<td>50%</td>
<td>33%</td>
<td>17%</td>
</tr>
<tr>
<td>Government advocacy and policy efforts</td>
<td>45%</td>
<td>35%</td>
<td>20%</td>
</tr>
<tr>
<td>Online job board</td>
<td>30%</td>
<td>41%</td>
<td>29%</td>
</tr>
<tr>
<td>Online networking opportunities</td>
<td>26%</td>
<td>40%</td>
<td>34%</td>
</tr>
<tr>
<td>Conferences and meetings</td>
<td>24%</td>
<td>39%</td>
<td>37%</td>
</tr>
<tr>
<td>In-person networking events</td>
<td>4%</td>
<td>5%</td>
<td>9%</td>
</tr>
<tr>
<td>Volunteer opportunities</td>
<td>3%</td>
<td>4%</td>
<td>13%</td>
</tr>
</tbody>
</table>

Benefits and Services
How would you rate the importance of the following NSPE national products and services to you and your organization? (N = 1,349)

- Sum of 8 and 9 (extremely important)

<table>
<thead>
<tr>
<th>Product/Service</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>PE Magazine</td>
<td>28%</td>
</tr>
<tr>
<td>Legislative Action Center</td>
<td>21%</td>
</tr>
<tr>
<td>Daily Design Business News for PEs</td>
<td>19%</td>
</tr>
<tr>
<td>NSPE Update</td>
<td>17%</td>
</tr>
<tr>
<td>NSPE Job Board</td>
<td>12%</td>
</tr>
<tr>
<td>NSPE Pac</td>
<td>11%</td>
</tr>
<tr>
<td>Interest groups</td>
<td>7%</td>
</tr>
<tr>
<td>NSPE Annual Meeting</td>
<td>7%</td>
</tr>
<tr>
<td>Blogs (e.g., NSPE Blog, PE Licensing Blog, etc.)</td>
<td>6%</td>
</tr>
</tbody>
</table>
Below is a brief description of NSPE’s service levels for state partners, depending on their level of need:

- **Lower Capacity/Full Service:** The full service package provides comprehensive support that elevates the member experience in your state beyond those services you are currently offering, and ensures being a member in your state will be comparable or greater than the member experiences in other states. With NSPE National handling the heavy lifting related to the administrative- and communication-based services members need to see ROI, you have the time and capacity to focus on delivering direct member value at local meetings and events, and building community and engagement with your members.

- **Moderate Capacity/Premium Service:** Lessen the variability members may feel in your state/territory versus others by accessing NSPE’s premium service package to fill gaps in your current member portfolio.

- **Moderate-High Capacity/Standard Service:** Continue to deliver member value, but expand the suite of services you offer by leveraging NSPE national’s standard-level marketing, administrative, and program services for only a small share of member dues revenue.

- **High Capacity/Basic Service:** Enhance your ability to deliver quality and comprehensive member value by electing the basic service package and funneling a majority share of member dues directly into your state’s programs and services.

Additional refinement of differences in level of support between the tiers is to be addressed by Study Group II on implementation.

**A la Carte Service:** Following implementation of the new model, NSPE will pursue offering services on an a la carte basis for state/territories where those services are not already included in a state/territory’s service level. Such potential offerings are labeled as “Future Options” in the matrix that follows.
**NSPE Service Packages**

<table>
<thead>
<tr>
<th>Activities</th>
<th>Lower Capacity/Full Service</th>
<th>Moderate Capacity/ Premium Service</th>
<th>Moderate-High Capacity/ Standard Service</th>
<th>High Capacity/ Basic Service</th>
<th>New Integrated Society (Contact your member services director)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Advocacy</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(NEW) Helps develop individual state legislative agenda aligned with NSPE's mission (as requested)</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Legislative and regulatory tracking system. This is an internal system available to state society staff to monitor state and federal legislation and regulations.</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Annual Alert System: This is a system where constituents can find legislation and officials, and take action on advocacy issues.</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Fund state lobbying action as needed on an issue-by-issue basis through the NSPE Legal Fund</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>State-by-state assessment of key trends</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Access to NSPE staff experts for advice</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>¹ Future option: Following implementation of the new model, NSPE will phase offering of these services on an as-needed basis.</td>
<td></td>
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</tr>
</tbody>
</table>

**Shaping & Communications**

<table>
<thead>
<tr>
<th>Activities</th>
<th>Lower Capacity/Full Service</th>
<th>Moderate Capacity/ Premium Service</th>
<th>Moderate-High Capacity/ Standard Service</th>
<th>High Capacity/ Basic Service</th>
<th>New Integrated Society (Contact your member services director)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(NEW) State society website (design and hosting on NSPE's Member platform) (HTML compliant and mobile responsive)</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Approximate Annual Savings</td>
<td>Future option</td>
<td>Future option</td>
<td>Future option</td>
<td>Future option</td>
<td>Future option</td>
</tr>
<tr>
<td>(NEW) State society website domain name (unregistered)</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Approximate Annual Savings</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Links to state society on NSPE.org</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>(NEW) Host Email address</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Approximate Annual Savings</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Participation in image campaigns</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Level of participation/support requested from participating state societies increases at higher capacity levels.</td>
<td>Future option</td>
<td>Future option</td>
<td>Future option</td>
<td>Future option</td>
<td>Future option</td>
</tr>
<tr>
<td>Educational programs listed on PE Journal</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>PE Magazine for members: ability for state society to reuse content with permission</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>(NEW) Individual Community platforms for state and chapters (can be used to replace mass email services)</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Approximate Annual Savings</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Customized digital image products such as logos for state/chapters</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

² National societies will receive a PE Journal in November (unregistered).
### Borrowing of booth, table top, table cover displays

<table>
<thead>
<tr>
<th>Category</th>
<th>Lower Capacity/Full Service</th>
<th>Moderate Capacity/Premium Service</th>
<th>Moderate-High Capacity/Standard Service</th>
<th>High Capacity/Basic Service</th>
<th>No Integrated Service/...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approximate Annual Savings</td>
<td>$100</td>
<td>$100</td>
<td>$100</td>
<td>$100</td>
<td>Not included</td>
</tr>
</tbody>
</table>

### Provide design assistance of additional materials/templates

<table>
<thead>
<tr>
<th>Category</th>
<th>Lower Capacity/Full Service</th>
<th>Moderate Capacity/Premium Service</th>
<th>Moderate-High Capacity/Standard Service</th>
<th>High Capacity/Basic Service</th>
<th>No Integrated Service/...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Limited Support</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### National social media assistance

<table>
<thead>
<tr>
<th>Category</th>
<th>Lower Capacity/Full Service</th>
<th>Moderate Capacity/Premium Service</th>
<th>Moderate-High Capacity/Standard Service</th>
<th>High Capacity/Basic Service</th>
<th>No Integrated Service/...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Limited Support</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Limited Support

<table>
<thead>
<tr>
<th>Category</th>
<th>Lower Capacity/Full Service</th>
<th>Moderate Capacity/Premium Service</th>
<th>Moderate-High Capacity/Standard Service</th>
<th>High Capacity/Basic Service</th>
<th>No Integrated Service/...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Future option</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Not included

<table>
<thead>
<tr>
<th>Category</th>
<th>Lower Capacity/Full Service</th>
<th>Moderate Capacity/Premium Service</th>
<th>Moderate-High Capacity/Standard Service</th>
<th>High Capacity/Basic Service</th>
<th>No Integrated Service/...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not included</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Branded NSPE or state society logo merchandise ( Lands' End)

<table>
<thead>
<tr>
<th>Category</th>
<th>Lower Capacity/Full Service</th>
<th>Moderate Capacity/Premium Service</th>
<th>Moderate-High Capacity/Standard Service</th>
<th>High Capacity/Basic Service</th>
<th>No Integrated Service/...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Limited Support</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Access to resources in NSPE online Leadership Toolbox

<table>
<thead>
<tr>
<th>Category</th>
<th>Lower Capacity/Full Service</th>
<th>Moderate Capacity/Premium Service</th>
<th>Moderate-High Capacity/Standard Service</th>
<th>High Capacity/Basic Service</th>
<th>No Integrated Service/...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approximately $600</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

### Legal and ethics hotline for members

<table>
<thead>
<tr>
<th>Category</th>
<th>Lower Capacity/Full Service</th>
<th>Moderate Capacity/Premium Service</th>
<th>Moderate-High Capacity/Standard Service</th>
<th>High Capacity/Basic Service</th>
<th>No Integrated Service/...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Limited Support</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Limited Support

<table>
<thead>
<tr>
<th>Category</th>
<th>Lower Capacity/Full Service</th>
<th>Moderate Capacity/Premium Service</th>
<th>Moderate-High Capacity/Standard Service</th>
<th>High Capacity/Basic Service</th>
<th>No Integrated Service/...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Future option</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Not included

<table>
<thead>
<tr>
<th>Category</th>
<th>Lower Capacity/Full Service</th>
<th>Moderate Capacity/Premium Service</th>
<th>Moderate-High Capacity/Standard Service</th>
<th>High Capacity/Basic Service</th>
<th>No Integrated Service/...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not included</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: All access provided via NSWebOffice for NSPE branded merchandise. NSPE will not cover the cost of making up a logo for a non-integrated state and a non-integrated state may not use the NSPE branded logo. Members may only purchase products.
## Billing and Renewal Services

<table>
<thead>
<tr>
<th>Activities</th>
<th>Lower Capacity/ Full Service</th>
<th>Moderate Capacity/ Premium Service</th>
<th>Moderate-High Capacity/ Standard Service</th>
<th>High Capacity/ Basic Service</th>
<th>Non-National Integrated Service</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Level of participation/support requested from participating states society increases as higher capacity levels.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Not included</td>
</tr>
<tr>
<td><strong>Approximate Annual Savings</strong></td>
<td>$1,000</td>
<td>$5,000</td>
<td>$10,000</td>
<td>$22,000</td>
<td></td>
</tr>
</tbody>
</table>

## Use of NSPE database or other system to maintain member records (one tag in for members)  

| | | | | | Not included |
| **Approximate Annual Savings** | $3,400 | $4,200 | $5,280 | $6,360 |

## State-specific member recruitment campaigns  

| | | | | | Not included |
| **Approximate Annual Savings** | $2,000 | $5,000 | | |

## Membership marketing materials  

| | | | | | Not included |
| **Future option at cost** | | | | | |

## Customer service for members  

| | | | | | Only members with national membership |
| **Approximate Annual Savings** | $6,010 | $12,000 | $24,000 | $48,000 |

## Assistance with membership surveys and electronic polls  

| | | | | | Not included |
| **Future option at cost** | | | | | |

## Administrative & Governance

| | | | | | Not included |
| **General Administrative & Governance** | | | | | |
| | | | | | Not included |
| **Approximate Annual Savings** | $450 | $450 | $1,000 | $2,000 |

## NSPE speaker for one conference per year as requested and available  

| | | | | | Not included |
| **Shared Expense** | | | | | |

## HOE delegate travel and per diem funding for PECON governance meeting  

| | | | | | Not included |
| **Shared expense** | | | | | |

## Access to State Society Executive Community, State and National Leader Community, etc.  

| | | | | | Not included |

### Notes:
1. National site only setup and parking expenses are included.
2. The shared-expense deductible will be less than what is shared for the moderate-high/standard state societies.

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**NSPE-State Society Agreement Attachment B**