

**MEMORANDUM OF UNDERSTANDING
BETWEEN
FLORIDA ENGINEERING SOCIETY, INC.
AND
COLEGIO DE INGENIEROS Y AGRIMENSORES DE PUERTO RICO**

I. INTRODUCTION

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), dated June 24th, 2023 between the Florida Engineering Society (FES) a Florida not-for-profit corporation established under the laws of the State of Florida with its principal office in Tallahassee, Florida; and Colegio de Ingenieros y Agrimensores de Puerto Rico (CIAPR), a foreign not-for-profit corporation with its principal place of business in San Juan, Puerto Rico, represented by Faustino Gonzalez Quiles, President of CIAPR; collectively referred to as “the Partners”.

II. PREAMBLES

WHEREAS, FES is a not-for-profit organization established with the goal of supporting engineering education, advocates licensure, promotes the ethical and competent practice of engineering, and enhances the image and well-being of all engineers in the State of Florida; and furthers the public’s knowledge and understanding of the importance of the profession.

WHEREAS, CIAPR is a non-profit organization established with the goal to promote the defense and development of engineering and surveying by fostering ethics and excellence in professional practice for the benefit of the members and the people of Puerto Rico.

WHEREAS, this Agreement has as its objective the collaboration and participation of both organizations to promote ethical and competent practices of engineering; and for this reason, this Agreement facilitates the establishment of channels of communication that permit the creation and interchange of information, as well as scientific, technical, financial, and institutional collaboration in the area of the engineering profession.

WHEREAS, the missions of the Partners are complementary;

THEREFORE, the Partners wish to continue working together and in compliance with the following clauses:

III. GOAL

ENHANCE TECHNICAL KNOWLEDGE OF ENGINEERS IN BOTH FLORIDA AND PUERTO RICO BY SHARING EDUCATIONAL RESOURCES AND TECHNICAL SESSIONS.

ENHANCE OPERATIONAL EFFICIENCY OF BOTH PARTNER ORGANIZATIONS BY SHARING ADMINISTRATIVE / OPERATIONAL IDEAS TO RESULT IN ORGANIZATIONS WHICH BETTER SERVE OUR MEMBERS.

IV. PRINCIPAL CONTACTS

The Principal Contacts for each one of the organizations are:

Colegio de Ingenieros y Agrimensores de Puerto Rico (CIAPR)
Faustino González Quiles, PE
President – CIAPR
P.O. Box 363845
San Juan, Puerto Rico 00936-3845
787-758-2250

Colegio de Ingenieros y Agrimensores de Puerto Rico (CIAPR)
Omar R. Rodriguez, PE
President – Florida Chapter
PO Box 880221
Boca Raton, Florida 33488
787-758-2250

Florida Engineering Society
Robert Allen Douglas
Executive Director
125 S. Gadsden Street
Suite #100
Tallahassee, Florida 32301
(850) 224-7121

Such Principal Contacts may be changed in writing from time to time by their respective Partners.

V. USE OF INTELLECTUAL PROPERTY

The parties agree that any intellectual property, which is jointly developed through activities covered under this MOU, can be used by either party for non-profit, non-commercial purposes without obtaining consent from the other and without any need to account to the other.

All other intellectual property used in the implementation of the MOU will remain the property of the party that provided it. This property can be used by either party for purposes covered by the MOU, but consent will be obtained from the owner of the property before using it for purposes not covered by the MOU.

VI. EFFECTIVE DATES AND AMENDMENTS.

This MOU shall take effect upon signing by both Parties and shall remain in effect for a period of two (2) years from that date unless earlier terminated. Neither party may assign or transfer all or any portion of this MOU without the prior written consent of the other party.

The MOU will be automatically and indefinitely renewed annually.

The provisions of this MOU may only be amended or waived by mutual written agreement by both Parties.

Any Party may terminate this MOU and any related agreement, workplan and budget at any time and for any reason by giving thirty (30) days prior written notice to the other Party; provided, however, that in the event either party fails to perform any of its obligations under this MOU, Partner shall have the right to terminate this MOU and any related agreement, workplan and budget immediately upon written notice.

The individuals signing this MOU on behalf of their respective entities represent and warrant (without personal liability therefore) that upon the signature of each, this MOU shall have been duly executed by the entity each represents.

VII. TRANSFER OF FUNDS.

The parties acknowledge and agree that this MOU does not create any financial or funding obligation on either party, and that such obligations shall arise only upon joint execution of a subsequent agreement or workplan (which shall include a budget) that specifically delineates the terms and nature of such obligations and that references this MOU. Such subsequent agreements or workplans, and budgets, will be subject to funding being specifically available for the purposes outlined therein. All Partner funds are further subject to Partner's obligation to expend Partner funds solely in accordance with the agreed upon budget and the line items contained therein.

VIII. NO JOINT VENTURE

Notwithstanding the terms "Partners" and "Partnership", the Partners agree that they are not entering into a Legal Partnership, joint venture or other such business arrangement, nor is the purpose of the Partners to enter into a commercial undertaking for monetary gain. Neither Partner will refer to or treat the arrangements under this Agreement as a Legal Partnership or take any action inconsistent with such intention.

IX. DISPUTE RESOLUTION

The Partners hereby agree that, in the event of any dispute between the Partners relating to this Agreement, the Partners shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within sixty (60) calendar and consecutive days, the Partners agree that the dispute will be negotiated between the Partners through mediation, if Partners can agree on a mediator. The costs of mediation shall be shared equally by the Partners. Neither Partner waives its legal rights to adjudicate this Agreement in a legal forum.

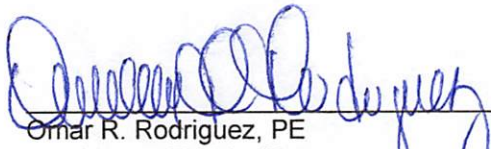
ENTIRETY

This Agreement, including all Annexes, embodies the entire and complete understanding and agreement between the Partners and no amendment will be effective unless signed by both Partners.


**Colegio de Ingenieros y Agrimensores
de Puerto Rico**



Faustino Gonzalez-Quiles, PE
President

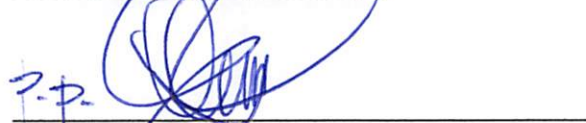


Omar R. Rodriguez, PE
President – Florida Chapter




Erika J. Rivera, PE
Secretary – Florida Chapter

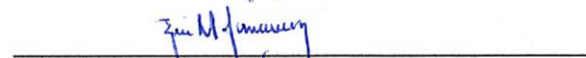
Florida Engineering Society



Kelly E. Cranford, PE
President



Carlos A. Penin, PE
Past President



Eric M. Jimenez, PE
Vice Chair FECON