

Colegio de Ingenieros Electricistas, Mecánicos e Industriales

Telefax:(506) 2202-3914/ (506)2224-9598 Apartado:2346-1000 San José, Costa Rica

Email: ciemi@cfia.cr / Web: www.ciemicr.org

ACTA No. 19-2016/2017

Acta de la Sesión No. 19-2016/2017 de la Junta Directiva del Colegio de Ingenieros Electricistas, Mecánicos e Industriales, celebrada en la sede del Colegio Federado de Ingenieros y de Arquitectos de Costa Rica, en segunda convocatoria a las dieciochohoras del día miércoles 09 de agosto de 2017, con la siguiente asistencia y participación:

Asistencia presencial

Ing. Marco Vinicio Calvo Vargas	Presidente
Ing. Juan Gerardo Alvarado Ulate	Vice-Presidente
Ing. Sandra Vega Gómez	Secretaria
Ing. Rocío Fallas Hidalgo	Tesorera
Ing. Daniel Prado Zúñiga	Vocal I
Ing. José Alberto Rodríguez Porras	Vocal II
Ing. Eladio Herrera Madrigal	Fiscal

Presentes:

Lic. Jorge Hernández Acosta	Director Ejecutivo
Lic. Jimmy Meza Lazaruz	Asesor Legal
Sra. Kattia Jiménez Vega	Asistente Administrativa

A la hora indicada el Ing. Marco Vinicio Calvo Vargas, en su condición de Presidente, somete a consideración el Orden del Día.

Acuerdo No. 2: Aprobar por unanimidad el siguiente.

Orden del Día

ARTICULO I: Aprobación del Orden del Día

ARTICULO II: Firma de Convenios CIEMI-NFPA

- Translation License Agreement
- Membership for Distributors

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El Ing. Marco Vinicio Calvo Vargas, Presidente de la Junta Directiva del CIEMI, extiende una cordial bienvenida y agradecimiento a los invitados de a Mesa Principal, a saber:

Ing. Jim Pauley, Presidente de la NFPA, Ing. Olman Varga Zeledón, Director Ejecutivo del CFIA y al Ing. Héctor Chaves S., Director General del Benemérito Cuerpo de Bomberos de Costa Rica,

eñala que en el marco del Congreso Protección de la Vida y las Edificaciones VIED-2017, por su participación en la Firma de los siguientes Convenios, lo cuales revisten especial importancia, ya que como se ha firmado en varias ocasiones la licencia de la NFPA, nos ha permitido la adopción e implementación del Código Eléctrico, en nuestro país.

La firmar de los Convenios sería, a saber:

- Translation License Agreement
- Membership for Distributors

A continuación se detalla cada uno de los Convenios debidamente firmados.



National Fire Protection Association

1 Batterymarch Park, Quincy, MA 02169-7471
Phone: 617-770-3000 Fax: 617-770-0700
www.nfpa.org

DISTRIBUTOR AGREEMENT

THIS AGREEMENT is made and entered into as of the 9th day of August of 2017 by and between the **NATIONAL FIRE PROTECTION ASSOCIATION, INC.**, a not-for-profit corporation organized under the laws of the Commonwealth of Massachusetts, and having its principal offices at 1 Batterymarch Park, Quincy, Massachusetts 02169-7471, USA (hereinafter called **NFPA**), and the **Colegio de Ingenieros Electricistas, Mecánicos e Industriales (CIEMI)** (hereinafter called the **DISTRIBUTOR**), a corporation having its principal offices at Curridabat, 125 al Este de Pops, Apdo. 2346-100, San José, Costa Rica. This Agreement is for the distribution of **NFPA** products in Costa Rica and does not cover sales in the United States and other countries.

WHEREAS, **NFPA** desires to increase the distribution of certain of its fire and other safety materials in Costa Rica (hereinafter called the **TERRITORY**) and

WHEREAS, the **DISTRIBUTOR**, is a not-for-profit organization with an objective to promote the use of **NFPA** codes and standards in the **TERRITORY**, and has indicated interest in distributing **NFPA** materials in the **TERRITORY**.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. AGREEMENT

Subject to the terms herein, **NFPA** hereby appoints the **DISTRIBUTOR** as non-exclusive distributor for certain **NFPA** products published, produced or offered by **NFPA** (hereinafter called the **PRODUCTS**). The **PRODUCTS** shall include all products offered for sale in the **NFPA CATALOG**, but excluding any electronic products in PDF (Portable Document Format), seminars or publications that are Print on Demand (POD), as designated from time to time by **NFPA**. For purposes of this Agreement, the **NFPA CATALOG** shall be the catalog in effect at the time of any sale hereunder. **PRODUCTS** shall include both English language versions and translations where available.

1.1 The Distributor may offer **NFPA memberships** pursuant to the terms set out in the Addendum attached hereto.

2. TERRITORY

The terms of this Agreement shall apply only to the **TERRITORY**. The **DISTRIBUTOR** shall not sell or distribute **PRODUCTS** under this Agreement in any other country, including but not limited to the United States.

3. EXCLUSIVITY

This Agreement shall be non-exclusive contingent on the hereinafter set out terms.

4. TERM

The term of this Agreement shall be for two (2) years, beginning on September 1, 2017.

5. RENEWAL

Either party may, after August 31, 2019 request renewal of this Agreement. The other, non-requesting, party agrees to respond within three (3) months following receipt of such request for renewal. Either party may request re-negotiation of any or all of the terms of this Agreement as a condition of renewal.

6. TERMINATION

If either party violates any of the terms of this Agreement, the other party may provide a written Notice of Violation. If the violation remains unremedied fifteen (15) days after receipt of such Notice of Violation, the non-breaching party may terminate this Agreement by providing a Notice of Intent to Terminate, and such termination shall become effective fifteen (15) days after receipt of the Notice of Intent to terminate unless the violation is completely remedied during that period to the satisfaction of the non-breaching party. Each party agrees to identify to the other party all costs assigned and incurred by the other as a result of the said party's violation of the terms of this agreement.

7. CONDUCT UPON EXPIRATION OR TERMINATION

Immediately upon expiration or termination of this Agreement, the **DISTRIBUTOR** shall cease accepting orders for **PRODUCTS**, including all products referenced in any attachments, from accounts in the **TERRITORY**. The **DISTRIBUTOR** agrees to forward such orders to **NFPA**, or to a location specified by **NFPA**, within five (5) business days of receipt, and shall do so for a period of three (3) months following expiration or termination of this Agreement, unless this agreement has been terminated by the **DISTRIBUTOR** because of **NFPA** violation of any terms of this agreement.

8. USE OF NAME

The **DISTRIBUTOR** recognizes that the names **NATIONAL FIRE PROTECTION ASSOCIATION** and **NFPA** have a special meaning in the minds of the public. The **DISTRIBUTOR** agrees to exercise restraint in its use of these names, taking special care to not imply that **NFPA** guarantees fire or other safety, nor that **NFPA** endorses any products or organizations (including but not limited to the **DISTRIBUTOR**), nor to associate the names with excessively aggressive sales materials. Because of the importance associated with the use of the names, and in the context of the nature of this agreement, the **DISTRIBUTOR** agrees to submit all sales and promotional material to **NFPA** for review and approval prior to distribution, such approval not to be withheld unreasonably by **NFPA**.

9. ORDERING, REPORTS AND PAYMENTS

(A) Products shall be handled as follows:

(1) Upon receipt of the **DISTRIBUTOR'S** written purchase order designating each **PRODUCT** and the quantities requested of each **PRODUCT** covered hereunder, **NFPA** shall ship such ordered material to the **DISTRIBUTOR** by a reliable shipping method of the **NFPA'S** choosing. All shipments shall be FOB **NFPA'S** Distribution Facility, freight prepaid and added to the invoice. **NFPA** shall either include therein, or send by separate mailing, an invoice at a discount of 30% off the **NFPA** list price as set forth in the **NFPA CATALOG** of the specified **PRODUCT**, (excluding from said discount, already discounted sets and resale products) without regard to the quantity ordered. The invoice shall also include all shipping charges at actual cost.

(2) Within sixty (60) days from the date of shipment of material to the **DISTRIBUTOR** in accordance with the above provision, the **DISTRIBUTOR** shall pay the related invoice, in the manner specified in subparagraph B below. Credit extended to the **DISTRIBUTOR**, including credit on current orders, shall not at any time exceed US \$3,000.00.

(B) All payment to the **NFPA** under this Agreement shall be in U.S. dollars by means of a draft credit card or check made payable on a United States bank or electronic transfer acceptable to **NFPA**. Payments shall be made directly to the headquarters of **NFPA** at the following address:

NFPA
11 Tracy Drive
Avon, MA 02322
U.S.A.
Attention: Maria Baylis, Manager, Customer Support Services

Electronic Payment can be wired to:

Citizens Bank of Massachusetts
ABA Routing #0115-0012-0
Credit: National Fire Protection Association
Account #110783-933-2

Distributor should include - Order #, ID# and Invoice # on all electronic payments.

10. PROMOTION AND SALES MATERIALS

Subject to Paragraph 8 above, the **DISTRIBUTOR** shall make reasonable efforts to promote the **PRODUCTS** by advertising, direct mail, telephone solicitation, direct selling, attendance at exhibitions and by such other means as may, in the judgment of the **DISTRIBUTOR**, be appropriate, and the **DISTRIBUTOR** shall print and publish sales and promotional materials for the **PRODUCTS**. All expenses and costs in connection with this Paragraph shall be borne by the **DISTRIBUTOR**.

11. PRICING BY THE DISTRIBUTOR

The **DISTRIBUTOR** agrees to grant **NFPA** members a ten percent (10%) discount from the **DISTRIBUTOR**'s established prices on their purchases of **PRODUCTS**. The list price that the **DISTRIBUTOR** charges for **PRODUCTS** shall be that price set out in **NFPA CATALOG**, which may be converted to local currency. **NFPA** agrees to provide the **DISTRIBUTOR** with a listing of active **NFPA** Members on a regular basis for the purpose of verifying member discounts.

12. AUTHORIZED REPRESENTATIVES

For the purposes of liaison under this Agreement, **NFPA** shall be represented by Ms. Olga Caledonia and the **DISTRIBUTOR** shall be represented by Lic. Jorge Hernández. **NFPA** reserves the right to forward any communications not directly pertaining to this contract to the appropriate department within **NFPA**.

13. NOTICES

(A) Any notice sent by **NFPA** to the **DISTRIBUTOR** shall be mailed to the following address:

CIEMI
Curridabat, 125 al Este de Pops, Apdo. 2346-1000
San José, Costa Rica
Attention: Lic. Jorge Hernández

(B) Any notice sent by the **DISTRIBUTOR** to **NFPA** shall be mailed to the following address:

National Fire Protection Association
1 Batterymarch Park
Quincy, Massachusetts 02169-7471
U.S.A.
Attention: Olga Caledonia, Director International Operations

14. DISCLAIMER OF IMPLIED WAIVER

The failure of either party to insist upon strict performance by the other of any of the terms of this Agreement shall not be construed as a waiver by the non-breaching party of its right to insist at any subsequent time upon the full performance of any of the terms of this Agreement.

15. APPLICABLE LAW

The terms of this Agreement shall be interpreted according to the laws of the Commonwealth of Massachusetts.

16. SUCCESSION OR TRANSFER OF OWNERSHIP

This agreement is made with the **DISTRIBUTOR** in its present form of operation. Any reorganization, assignment, transfer, sale or other transaction, whether voluntary or otherwise of all or substantially all of the assets of the **DISTRIBUTOR** shall cause this contract to terminate immediately upon such act, unless **NFPA** agrees otherwise. All work hereunder shall be undertaken and completed by the **DISTRIBUTOR** and may not be subcontracted or assigned without the written consent of **NFPA**.

17. ILLEGALITY OF TERMS

If any portion of the terms of this Agreement shall be adjudged illegal by a court of competent jurisdiction, that portion of the terms shall become null and void and the remainder of this Agreement shall remain in full force and effect. In such an event, the parties hereto agree to negotiate in good faith to substitute equivalent language for the portion adjudged illegal, to the extent that a legal substitute is available.

18. DEFAULT

Should the **DISTRIBUTOR** for any reason fail to comply with any of the terms of this agreement, **NFPA** may declare this agreement to be in default and after due notice, and in addition to any other rights which it might have, terminate the relationship established under this agreement, refuse any further shipment of **PRODUCTS** without immediate payment, and demand full payment for or the return of any **PRODUCTS** previously shipped. For the termination of agreement, return of **PRODUCTS** and similar remedies, **NFPA** shall give the **DISTRIBUTOR** thirty (30) days notice and opportunity to cure the cause of the Default. If the Default is caused by the failure of the **DISTRIBUTOR** to make any payment more than five (5) days after such payment is due, **NFPA** may without notice refuse to provide any further **PRODUCTS**. Should this agreement be terminated for any reason, **NFPA** shall owe the **DISTRIBUTOR** nothing other than as is set out herein.

19. ARBITRATION


Without impairing or restricting any of **NFPA's** rights under the previous section in the case of a default, any dispute arising out of any claim or controversy hereunder, shall be settled by arbitration in Boston, Massachusetts at a date subsequent to the completion of the material and the receipt by **NFPA** of all deliverables under the agreement. Such arbitration shall be held before a single arbitrator designated by the American Arbitration Association in accordance with the American Arbitration Association's Rules of Commercial Arbitration then in force and effect on the date of mailing of a notice to the other party hereto demanding arbitration. Such arbitration shall take place in or near Boston, MA. The arbitrator shall apply the rules and laws of evidence of the Commonwealth of Massachusetts. The arbitrator shall rule upon the evidence and the contention of the parties and shall apply the terms and provision of this agreement to settle such dispute. The arbitrator's decision shall be final and binding upon the parties. The arbitrator shall have no power to add to, strike from, or modify the terms of this agreement. The parties shall share equally the arbitrator's expenses and fees and costs of arbitration provided, however, each of the parties shall pay the cost of their respective counsel and witnesses. The parties further agree that arbitration proceedings must be initiated within six (6) months after the claimed breach occurred, and the failure to institute arbitration proceedings within such period shall constitute an absolute bar to the institution of any proceedings and a waiver of all claims.

20. ENTIRE UNDERSTANDING

This Agreement constitutes the entire understanding of the parties with respect to the subject matter thereof and may not be modified except in writing, signed by both parties. Both parties have participated in the drafting of this Agreement, and therefore no inference premised on the origin of language shall be drawn in construing this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first written above.

NATIONAL FIRE PROTECTION ASSOCIATION

By: 
James T. Pauley, President & CEO

Date: 09 / 08 / 2017

COLEGIO DE INGENIEROS ELECTRICISTAS, MECÁNICOS E INDUSTRIALES

By: 
Eng. Marco Calvo, President

Date: 09 / 08 / 2017



National Fire Protection Association

1 Batterymarch Park, Quincy, MA 02169-7471
Phone: 617-770-3000 Fax: 617-770-0700
www.nfpa.org

AFFIRMATION OF AGREEMENT

Colegio de Ingenieros Electricistas Mecánicos e Industriales (CIEMI) is one of the five federated colleges that make up the Federated College of Engineers and Architects originally established for Costa Rica by Law No. 4925 of December 17, 1971. Pursuant to that law the purpose of CIEMI is to regulate the professional practice of all of the professional engineers that are attached to the particular college. Among the professional practices attached to CIEMI is the practice of electrical engineering.

The National Fire Protection Association (NFPA) is a global, nonprofit organization devoted to eliminating death, injury, property and economic loss due to fire, electrical and related hazards.

Pursuant to RTRC 458:2011 *Reglamento de Oficialización del Código Eléctrico de Costa Rica para la Seguridad de la Vida y de la Propiedad*, the currently established electrical code of the nation of Costa Rica is the Spanish language version of the 2008 *National Electrical Code*,[®] NFPA 70,[®] (hereinafter referred to as the Code) as published by the NFPA with certain revisions and amendments included within the aforesaid decree.

In order to: (i) demonstrate support for CIEMI; (ii), allow CIEMI to fulfill its mandate to regulate the profession of electrical engineering in Costa Rica; and, (iii) facilitate and support the use of the Code throughout the nation of Costa Rica and by CIEMI, the NFPA has entered into a distribution agreement with CIEMI dated August 9, 2017 (hereinafter referred to as the Distribution Agreement) through which CIEMI will be a distributor of the Code, along with other NFPA codes and standards, throughout Costa Rica. Pursuant to the terms and conditions of such Distribution Agreement CIEMI may distribute and use the Code and other NFPA codes and standards within Costa Rica including the NFPA 101[®] the *Life Safety Code*.[®]

This Affirmation of Agreement, affirms but does not expand or in any way revise, amend or clarify the rights and responsibilities of CIEMI or the NFPA in the Distribution Agreement, or create any new rights and responsibilities between the parties. All such rights and responsibilities being those contained within the aforesaid Distribution Agreement.

It being the desire of CIEMI and the NFPA to maintain the electrical code of Costa Rica in an updated and relevant manner the Distribution Agreement allows the distribution of the Spanish language version of the 2014 edition as well as the next subsequent edition of the Code when such is translated into Spanish.

We look forward to continued cooperation between the NFPA and CIEMI in support of safety of life and property in the nation of Costa Rica.

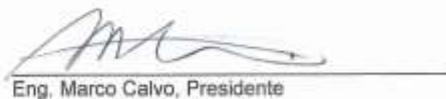
Signed this 9 day of August, 2017

National Fire Protection Association



Jim Pauley, President and CEO

**Colegio de Ingenieros Electricistas
Mecánicos e Industriales**



Eng. Marco Galvo, Presidente

Addendum

Program Eligibility

This program is available to any **DISTRIBUTOR** who has an established relationship with **NFPA** under a duly executed **DISTRIBUTOR** Agreement, to which this Addendum is attached, provided **NFPA** believes it is in its best interest.

Obligations

Under this arrangement, the **DISTRIBUTOR** is responsible for actively promoting **NFPA** membership to acquire new members through direct mail, meetings, advertising, web sites, e-mail, etc. The **DISTRIBUTOR** is also responsible for providing **NFPA** with a completed enrollment form for every member along with the dues payment in US funds pursuant to the schedule and procedures set forth in the following section hereof. **NFPA** is responsible for providing the membership and its benefits, as well as marketing copy for the distributor to use as appropriate. **NFPA** reserves the right to review and approve any promotional materials prior to production and distribution. The **DISTRIBUTOR** is responsible for keeping records of membership sales.

Financial Arrangements

Processing and payments for International Memberships sold through the **DISTRIBUTOR** pursuant to this addendum shall be undertaken as follows:

1. For each membership sold the **DISTRIBUTOR** shall remit full payment to the **NFPA** as follows, in the following amount, based on the term of the membership.

Membership Pricing: 1-year \$175.00, 2-year \$315.00, 3-year \$445.00

2. For each membership sold, **NFPA** will pay commissions to the **DISTRIBUTOR** on the following schedule and shall such remit payment in accordance with Section 4 hereof:

Sales Commissions: 1-year \$35.00, 2-year \$40.00, 3-year \$45.00

3. Commissions will be paid on renewals only if the **DISTRIBUTOR** submits the payment in US funds drawn on **DISTRIBUTOR's** account. When commissions are paid on renewals it will be \$12 for each renewal.

4. The **DISTRIBUTOR** must send **NFPA** (Avon) a listing of all accounts, new and renewal, for which they are requesting commissions on a semi-annual basis. (Please use attached Membership Commissions Claim Form.) Avon will confirm the accuracy of the information and will forward these listings to International. International will then process the payment of the commissions for all legitimate accounts. This may be in the form of a US\$ check, wire, or credit to the **DISTRIBUTOR'S NFPA** account as determined by the **DISTRIBUTOR**.

Expiration of Membership Addendum

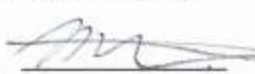
This membership Addendum is valid until 31st day of August 2019.

Accepted and Agreed by the **NFPA** and Distributor as those parties are named in a **DISTRIBUTOR AGREEMENT** dated the 9 day of August, 2017.

Initialed for NFPA



Initialed for Distributor



Finaliza la sesión al ser las 19:30 horas.

Ing. Marco Vinicio Calvo Vargas
Presidente

Ing. Juan Gerardo Alvarado Ulate
Vicepresidente

Ing. Sandra Vega Gómez
Secretario

Ing. Rocío Fallas Hidalgo
Tesorera

Ing. Daniel Prado Zúñiga
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Fiscal

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