

Memorandum of Understanding
Between
The National Organization of Minority Architects
and
The American Institute of Architects, Inc.

This Memorandum of Understanding is entered into and is effective as of April 28, 2009 ("Effective Date") by and between the National Organization of Minority Architects, an Illinois not-for-profit corporation ("NOMA") and the American Institute of Architects, Inc. ("AIA"), a New York not-for-profit corporation.

WHEREAS, the goals, aims, and objectives of NOMA include fostering communications and fellowship among minority architects and increasing the level of participation in the social, political and economic benefits afforded the citizens of this nation and to tear down the barriers that make full participation unattainable; and

WHEREAS, NOMA's strategic goals include assisting students of color attending historically black colleges and universities and majority institutions, providing a summer camp program for middle and senior high school students, and rebuilding in New Orleans and the Gulf Coast; and

WHEREAS, the AIA has adopted a Strategic Plan that includes expanding diversity in the design professions to mirror the society AIA members serve; and

WHEREAS, the AIA has adopted a Diversity Action Plan to increase the demographic representation of underrepresented members of the AIA, students in architecture programs, faculty at both HBCU's and majority institutions, and architecture firms and to collaborate with others to improve the recruitment, education, training, promotion, and success of architects from diverse backgrounds and perspectives; and

WHEREAS, the AIA and NOMA desire to provide NOMA access to resources to accomplish NOMA's strategic goals and to support NOMA's growth and operations;

NOW, THEREFORE, in consideration of the foregoing, be it resolved that:

1. The AIA will facilitate contacts and cooperation between the AIA's local components and NOMA and NOMA chapters. Activities in which AIA local components and NOMA chapters may cooperate include but are not limited to:
 - a. the NOMA Summer Camp program;
 - b. projects in support of students of color at historically black colleges and universities and majority institutions; and
 - c. rebuilding Gulf Coast communities.

2. The AIA will grant AIA Continuing Education System (“CES”) Provider status to NOMA and to NOMA chapters at no cost, subject to meeting other requirements of CES Providers.
3. The AIA will work with NOMA to extend discounts on one or more business services and products offered as member benefits through the AIA Advantage program to NOMA members. Access will be dependent on approval from individual advantage partner(s) to extend benefits to NOMA members and determined on a case by case basis. This may also require a separate contract outside the scope of this agreement.
4. NOMA and the AIA will discuss opportunities for joint or reciprocal membership.
5. NOMA and the AIA will discuss opportunities for business services and support including, but not limited to:
 - a. consulting services;
 - b. membership support; and
 - c. physical office space.
6. The AIA will annually provide complimentary registrations to the AIA National Convention and Design Exposition to two principal officers of NOMA.
7. NOMA will annually provide complimentary registrations to the NOMA National Conference to two principal officers of the AIA, or their designees.
8. The AIA will annually offer NOMA 100 square feet (10’x10’) of booth space on the exhibition floor of the AIA National Convention and Design Exposition for a NOMA exhibit at no cost; provided, however, that it shall be the responsibility of NOMA to sign an exhibit space contract each year at least five months in advance of the event, as well as design, specify, order, and pay for drayage, construction, materials, furnishings, or any other elements including installation, and removal, consistent with show rules and regulations as stated in the exhibitor service manual. NOMA shall be responsible for staffing the booth during all exhibition hours.
9. The AIA will annually sponsor a NOMA conference and will pay NOMA \$5,000 annually as a sponsor fee.
10. This memorandum of understanding reflects a commitment by AIA and NOMA to continue and enhance their working relationship and individual efforts toward achievement of the mutual objectives described above. Neither party has an obligation to negotiate toward or enter into any subsequent, binding written agreement with respect to any item enumerated herein.
11. The parties understand and agree that each party maintains control over the use of its respective trademark(s), service mark(s), trade name, and logo (collectively, “Marks”). Each party will be given the opportunity to review and approve any materials communications, or

documents on which its Marks appear. The parties agree not to use one another's Marks in any materials, communications, or documents without the prior written permission of the Marks' owner.

12. The parties understand and agree that nothing herein shall be construed to mean or suggest endorsement by one party of the other party or any of such party's products or services.
13. This memorandum of understanding does not create a partnership, joint venture, fiduciary relationship or similar relationship between AIA and NOMA.
14. The term of this memorandum of understanding is three (3) years from the Effective Date unless terminated earlier. Either party may terminate this memorandum of understanding, with or without stated cause, upon providing the other party with thirty (30) days written notice of intent to terminate.
15. Each party ("Indemnifying Party") shall indemnify and save the other party ("Indemnified Party") and the Indemnified Party's members, directors, officers, employees, and agents harmless from and against any and all claims, loss, damage, injury and liability caused by the Indemnifying Party's negligence or willful misconduct, together with all costs, expenses and attorneys' fees in connection therewith resulting from, arising out of or in any way connected with this memorandum of understanding or the obligations to be performed hereunder, except to the extent any negligence or willful misconduct by the Indemnified Party caused or contributed to the loss, damage, injury or liability.
16. This memorandum of understanding reflects the complete agreement of the parties concerning the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and representations pertaining thereto. No amendment to this memorandum of understanding shall be binding unless it is reduced to writing and is signed by both parties.



Marvin Malecha, FAIA
President
The American Institute of Architects, Inc.

R. Steven Lewis, NOMA, AIA
President
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