

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL ASSOCIATION FOR COURT MANAGEMENT
AND
THE AMERICAN INSTITUTE OF ARCHITECTS**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into on this 9th day of January 2017, between the NATIONAL ASSOCIATION FOR COURT MANAGEMENT a nonprofit corporation formed under the laws of Commonwealth of Virginia, with an address at 300 Newport Avenue, Williamsburg, VA 23185, ("NACM") and THE AMERICAN INSTITUTE OF ARCHITECTS, a nonprofit corporation formed under the laws of the State of New York, with an address at 1735 New York Avenue, NW, Washington, D.C. 20006 ("AIA") (individually "Party," collectively, "Parties"). The Parties agree as follows:

1. BACKGROUND

NACM

Mission: NACM is a member organization dedicated to educating court professionals, providing community, sharing information, and advocating on important court and justice system topics.

Vision: NACM will be a preferred source for education and innovative practices and a leading voice for the court management profession.

Goals:

- a) NACM's membership will be more diverse and representative of the court profession.
- b) NACM will increase opportunities for members to get involved and be active.
- c) NACM will increase attendance at and participation in its educational activities.
- d) NACM's informational resources/materials will be easily accessible, useful and reflective of emerging issues.
- e) NACM will be an influential and respected voice on behalf of courts and the court management profession.
- f) NACM's governance is representative, responsive, and effective.

AIA

The AIA's mission is to be the voice of the architectural profession and the resource for its members in service to society.

The AIA Academy of Architecture for Justice

The AIA supports more than twenty Knowledge Communities, which are not separately incorporated or legally independent entities, but are groups of AIA members and others sharing common challenges, opportunities, and a passion for specific architectural topics. Knowledge Communities include specialists who service the needs of society in housing, justice facilities, schools, building performance, and communities by design. The AIA Academy of Architecture for Justice ("AAJ") is among the Knowledge Communities of the AIA. The AAJ promotes and fosters the exchange of information and knowledge between members, professional organizations, and the public for high-quality planning, design, and delivery of justice architecture. AAJ members have an interest and expertise in the planning, design, and construction of justice facilities, including judicial complexes, courthouses, police stations, prisons, jails, and juvenile detention centers. AAJ members work in private and public organizations of all sizes, and many are expert in areas ranging from courtroom technology and advanced security systems to specific design requirements for juvenile detention centers.

The AAJ engages with organizations that represent all sectors of the justice facilities community who work in partnership with architects ("Justice Partners"). Likewise, all individual allied professionals are encouraged to participate in the AAJ activities. They include educators, public servants, administrators, manufacturers, and consultants. The AAJ is committed to improving the justice system's quality and effectiveness by increasing the level of excellence in justice facilities.

The AAJ's goal is to focus on effective project delivery, team building, collaboration, project management, financial management, communications skills, and cutting-edge design issues for architects providing the diversified services associated with justice architecture.

2. JOINT EFFORTS

- a) The Parties pledge to work together to help the building and development community better serve the needs of society through proper design and management of the built environment and for secure justice facilities. The Parties seek to advance a working relationship with respect to, but not limited to, the following:
- Building and site design, construction, operation, maintenance, renovation, and deconstruction;
 - Developing and sharing strategies for planning and development of sound, secure, affordable and practical justice buildings;
 - Advancing indoor environmental quality, occupant well-being, and productivity;
 - Developing case studies and best practice demonstrations and advancing and developing guidance on the state of the art in justice building and sustainable development;
 - Promoting collaboration between NACM and AAJ components in education, outreach, research, and demonstrations of best practice; and
 - The Parties have identified two broad activity areas that lend themselves to collaboration-Education and Outreach, and Research and Development.

- b) **Education and Outreach:** Education and public outreach are a key part of both the NACM and AAJ missions. The Parties are vitally concerned with sharing knowledge and raising awareness to best practice issues among both professionals and the general public.

To facilitate public outreach, the Parties will promote cooperation at all organizational levels. Cooperation between the Parties will include informing each other's organizations as well as jointly educating the public. Vehicles for this cooperation may include publications, symposia, workshops, and conferences that would collect, organize, and disseminate information on facility issues related to the interaction of the built and natural environments.

Education and professional development are key elements for the Parties. To this end, both will share information with their members as an expanded audience for each other's educational programs and tools. The Parties will endeavor to identify such opportunities, within both organizations and beyond, and introduce these strategies to a larger body of court and building design professionals and university programs over the course of this agreement. Additional educational activities will focus on cooperation with universities, technology transfer, and best-practice case studies.

- c) **Research and Development:** NACM conducts leading-edge research and fosters the sound use of technology to fulfill its mission. NACM strives to develop and apply the best available practices to address current and future facilities issues, as well as to foster innovative new approaches to court management.

The Parties agree that research is needed to understand and explain the interactions and impacts of design decisions on the built and the natural environments. Therefore, the Parties will endeavor to exchange ideas and collaborate on justice building research and demonstration projects with each other and working jointly with university programs. Potential projects will be defined jointly by each Party's governing body.

By mutual agreement, which may be either formal or informal, the Parties may modify the list of intended activities set forth in this Section, or determine the most practical manner by which the goals, purposes, and activities of this MOU will be accomplished. However, any modification to any other written part of this MOU must be made in writing and signed by both Parties.

3. TERM AND TERMINATION

- a) This MOU shall become effective upon signature by the Parties. It may be modified or amended only by signed written agreement between both Parties, and such amendments shall become part of, and shall be attached to this MOU. Unless earlier terminated under Section 3(b), this MOU shall terminate at the end of five (5) years from the date of signature unless revised or extended at that time by written agreement of the Parties.
- b) Either Party may terminate this MOU by providing written notice thereof to other Party. This MOU and the collaboration created thereby shall be considered terminated ninety (90) days from the date the non-withdrawing Party actually receives the notice of withdrawal from the withdrawing Party.

4. PRIMARY CONTACTS

The AIA point of contact is Kathleen Simpson (kathleensimpson@aia.org or 202-626-7450), or such other person as the AIA may designate. The NACM point of contact is Alfred Degrafinreid II (alfred@nacmnet.org, 615-862-5661) or such other person as NACM may designate.

5. INTELLECTUAL PROPERTY

The Parties agree that any work jointly developed under this MOU shall be jointly owned copyrighted work. The Parties agree to work together to memorialize specific rights, permissions, or licenses with respect to any jointly owned copyright work developed under this Agreement in a separately executed agreement. Notwithstanding, each Party shall retain all intellectual property rights in any work existing at the time of this Agreement; any work solely developed by a Party or unrelated to the subject matter of this Agreement.

6. NON ENDORSEMENT

Nothing in this MOU shall be interpreted as one Party's endorsement of the other Party, nor shall either Party act in a manner as to suggest such endorsement. The Parties understand that nothing herein shall constitute an endorsement, express or implied, of any policy advocated by the other Party or its members or any good or service offered or sold by the AIA or its member.

7. MISCELLANEOUS

- a) This MOU is neither a contractual nor a financial obligation instrument. All commitments made by NACM or AAJ are subject to the availability of appropriated funds, and any such exchange of funds must first be agreed upon in advance and in writing. Nothing in this MOU shall obligate NACM or the AAJ to enter into any contract, assistance agreement, or other financial obligations or be cited as the basis for the promise or transfers of funds.
- b) To facilitate program implementation, NACM and AAJ members involved in implementing this agreement shall communicate directly with each other pursuant to agreed-upon cooperative understandings. In no way does this MOU restrict NACM or the AAJ from participating in similar activities or arrangements with other entities or associations. This MOU does not create any right or benefit, substantive or procedural, enforceable by law or equity against NACM, AAJ, or the AIA, their officers or employees, or any other person. This MOU does not direct or apply to any person or entity outside the NACM and AAJ. Nothing in this MOU shall be construed to authorize or permit any violation of any federal, state, or local law imposed upon the Parties, including, but not limited to, any grants administered by either Party.
- c) Each Party pledges in good faith to go forward with this MOU and to further the goals and purposes of this MOU, subject to the terms and conditions of this MOU. The Parties shall attempt to resolve disputes through good-faith discussions.
- d) This MOU reflects the complete agreement of the Parties concerning the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and representations pertaining hereto.

AGREED

**NATIONAL ASSOCIATION FOR COURT
MANAGEMENT**

THE AMERICAN INSTITUTE OF ARCHITECTS

Alfred Degrafinreid II *1/18/17*
 Alfred Degrafinreid II Date
 NACM Board Member

Kathleen Simpson *1/9/2017*
 Kathleen Simpson Date
 Director, Knowledge Communities