Memorandum of Understanding Between

National Association for Court Management and International Association for Court Administration

I. Introduction and Scope

The National Association for Court Management (NACM) and the International Association for Court Administration (IACA) propose to hold a joint conference in July, 2017, in the Washington DC, USA area.

This MOU is created to document the intent and understanding of NACM and IACA as it relates to the planning, financial, logistical, and educational components of the proposed joint conference.

The goals of the Associations in holding a joint conference are as follows:

- Conduct conference plenary sessions and breakout workshops consisting of timely, relevant and educational topics and high quality presenters;
- Provide multiple and substantive networking opportunities for members of both Associations;
- Hold a joint coordinated vendor exhibition;
- Hold joint social events and activities; and
- Have equitable and affordable financial terms, both for individual attendees and for the Associations themselves.

The Associations agree to the following terms:

II. Assumptions

- 1. The joint conference will be a "green" conference. All conference related material will be available on a joint conference website and on a joint conference mobile site. Attendees will not receive paper copies of conference material.
- 2. Conference planning activities will generally be modeled on the templates used by NACM for organizing the educational and social programs.
- 3. Both Associations will actively promote the conference via publications, newsletters, websites, and in other available modes and manners.
- 4. The conference educational program will begin on Monday morning and conclude at noon on Thursday of the conference week.
- 5. NACM's model for conference planning and delivery will be followed. Both Associations will recruit volunteers as may be needed to assist with preconference and on-site activities.
- 6. The Associations will create a formal joint Conference Planning Committee (the "Committee") which will oversee all aspects of the conference. Such committee shall not exceed ten (10) members, with NACM appointing six (6) and IACA appointing four (4) members, including a co-chair from each Association.
- 7. Subcommittees may be created, each with at least two (2) members of the Committee and such other members as the Committee shall assign, and with at least one (1) committee member from each association, in these key areas:
 - a. Budget and Finance
 - b. Educational Program
 - c. Exhibitor-Sponsorships
 - d. Social-Activities Program
- 8. Other subcommittees may be created by the Committee, as needed.

- 9. An immediate need is to constitute the Budget and Finance Subcommittee to develop a draft, comprehensive budget for approval by the joint planning committee and the president of each association. Said budget will include subcategories to account for all revenue sources (registration fees, vendor fees, sponsorships, etc.) and costs (services by third parties provided to the associations to support conference planning, hotel charges, meal/refreshments, entertainment, A/V, etc.).
- 10. The Boards of Directors of each Association shall have the final approval of the financial terms of the joint conference with regard to the proposed conference budget (revenues and expenses), including registration fees.
- 11. The President of each Association, in consultation with their respective Boards of Directors, are authorized to enter into any other agreement between the Associations, subject to the terms of this MOU.
- 12. In order to facilitate efficiency, the President of NACM is authorized to sign contracts on behalf of both Associations (for hotel, professional speakers, etc.), with the approval of the IACA President.
- 13. Conference planning conservatively assumes that there will be approximately 500 NACM and 250 IACA registrants attending, supplemented with speakers, staff, vendors, etc. Planning should take into account the possibility that as many as 200 more people may attend the conference (e.g., Are there alternate hotels nearby to house overflow? Can the meeting rooms accommodate a crowd of such size? Etc.); consideration to capping registrations may be needed, depending on the site/hotel selected.

III. Other Terms

- 1. Both Associations will seek to maximize exhibitor participation and sponsorships, and the revenue obtained from such activity shall be maintained in a single account for the benefit of the overall, joint budget.
- 2. The waiver of any exhibitor fee shall be restricted to non-profit organizations and must be approved by each Association's President. Each association shall appoint one person to be its primary contact for vendors.
- 3. The Associations agree that any profit or loss associated with the joint conference be shared, apportioned on the basis of a headcount of registrants.
- 4. The conference registration fees for members and non-members will be the same for both Associations. The parties understand that discounted rates (e.g., early bird rates, member/nonmember rates) may be offered for the joint conference.
- 5. A joint policy on waiving of conference registration fees will be developed. Such a policy will guide the Committee in its decisions on what financial support, if any, to give to speakers in order to minimize costs.
- 6. The Committee shall propose a conference theme, to be approved by both Boards of Directors.
- 7. The Educational Program will tentatively be organized as follows:
 - a. A plenary session at the beginning of Monday-Tuesday-Thursday;
 - b. Plenary sessions after lunch on Monday-Tuesday; and
 - c. Breakout sessions (approximately 6 at a time) the rest of the schedule, including Wednesday morning.
- 8. The Educational Program shall be balanced every day between topics aimed at both domestic and international attendees. Plenary sessions are expected to have appeal to all attendees; consideration should be given to having specific topical tracks for breakout sessions.

- 9. The Education Subcommittee should seek to design a program with the highest quality of faculty, including speakers with reputations that will attract members to come to the conference.
- 10. The Social Program will be included in the conference budget and tentatively provide for:
 - a. An opening joint "Presidents' Reception" on Sunday evening;
 - b. A luncheon on Monday, with the NACM annual business meeting to follow;
 - c. An informal evening social event involving dinner;
 - d. Athletic events (e.g., fun run) on Tuesday morning;
 - e. A box lunch during the Vendor Exhibition;
 - f. Coffee/beverage service each morning and during mid-morning and afternoon breaks; and
 - g. A Networking meeting space to allow for attendees to informally get together on Sunday-Monday-Wednesday evenings.
- 11. Conference materials will be provided to conference attendees electronically to minimize costs. Materials will be provided in English and will not be officially translated.
- 12. At the conference, the co-chairs of the Committee will be in charge of any on-site decisions to ensure the smooth functioning of the event.
- IACA will not hold another international conference within a year before or after the joint conference. Both Associations may not hold regional/midyear conferences within four (4) months of the joint conference.
- 14. IACA will be responsible for providing necessary interpretation services and equipment as it sees fit as to number of interpreters, languages to be interpreted, and related issues. IACA will be responsible for the translation of any non-English materials into English. Decisions about whether to translate non-English materials into English will be made by IACA. NACM will offer assistance in this area by identifying for IACA local members who may be able to assist in these efforts. Separate sponsorship funds may be secured for this purpose, outside the scope of sec. III-1 above.
- 15. IACA will be responsible for invoices and invitation letters for visas needed for international registrants.
- IV. Amendments
- 1. This MOU may be amended by written agreement of the presidents of the two associations.

Dated this _20th___ day of _August____, 2014

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Michue Oken

Richard Foster, IACA President

Michele Oken, NACM President