

MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL ASSOCIATION FOR COURT MANAGEMENT (NACM) AND THE ACADEMY OF ARCHITECTURE FOR JUSTICE (AAJ) OF THE AMERICAN INSTITUTE OF ARCHITECTS, INC. (AIA)

1. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to advance the mutually beneficial, informal cooperative working relationship that exists between the National Association for Court Management (NACM) and the American Institute of Architects, Inc. (AIA) through its Academy of Architecture for Justice (AAJ) (herein jointly "Parties").

2. BACKGROUND

NACM

The mission of the National Association for Court Management is to instill a commitment to excellence, develop proficient court leaders, provide efficient and customer-oriented justice, promote partner-based research, and support the independence and interdependence of the judiciary with other branches of government.

The National Association for Court Management will continue to be a global leader in the achievement of an independent, interdependent, accessible and forward-looking Judicial Branch that is committed to excellence. NACM will provide outstanding service to its members through quality professional development, relevant publications, collegial fellowship and opportunities to participate in the organization. The core values of integrity, diversity, visionary leadership, innovation and collaboration will be reflected throughout NACM.

GOALS

- DEVELOP AND IMPROVE LEADERSHIP IN ALL COURTS THROUGH PROFESSIONAL DEVELOPMENT OPPORTUNITIES.
- PROMOTE THE INTERDEPENDENCE OF COURT EXECUTIVE TEAMS TO ACHIEVE INDEPENDENCE AND PUBLIC ACCOUNTABILITY OF COURTS.

- RECOGNIZE THE DIVERSITY OF NACM'S MEMBERSHIP AND ENCOURAGE FELLOWSHIP, NETWORKING, AND A SENSE OF UNITY THROUGH PARTICIPATION IN THE NACM BOARD AND OTHER GOVERNANCE ACTIVITIES.
- INCREASE PUBLIC TRUST AND CONFIDENCE WHILE ENHANCING ACCESS TO COURTS THROUGH COMMUNITY EDUCATION AND INTERACTION.
- ENHANCE AND IMPROVE NACM COMMUNICATIONS MEDIA AND RELATED ACTIVITIES.
- ENHANCE NACM'S ORGANIZATIONAL VITALITY THROUGH A CONTINUING REVIEW PROCESS AND A FOCUS ON THE FUTURE OF THE COURTS.

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 supports more than thirty Knowledge Communities – groups of architects and others sharing common challenges, opportunities, and a passion for specific architectural topics. Knowledge Communities include, for example, specialists who service the needs of society in housing, justice facilities, schools, building performance, and communities by design. The AIA also supports a knowledge community designated as the Academy of Architecture for Justice.

The Academy of Architecture for Justice (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. The architect 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's allied members are people from all sectors of the justice facilities community who work in partnership with architects. They include educators, public servants, administrators, manufacturers, and consultants. Together, AAJ members are committed to improving the justice system's quality and effectiveness by increasing the level of excellence in justice facilities.

GOALS

- 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.

3. UNDERSTANDINGS

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.

A. 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.

B. Research and Development

NACM conducts leading-edge research and fosters the sound use of technology to fulfill its mission. The Association 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.

4. CONDITIONS

This MOU is not a contractual nor a financial obligation instrument. All commitments made by NACM or AAJ are subject to the availability of appropriated funds. 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. Any endeavor involving reimbursement or contribution of funds between the Parties to this MOU will be handled in accordance with applicable laws, regulations, procedures, and policies including provisions relating to competition for grants or contracts. Each party agrees not to submit a claim for compensation for services to the other party for activities undertaken in furtherance of this MOU.

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 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.

5. AGREEMENTS

To foster the successful completion of this MOU, the Parties agree to the following terms and conditions:

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.

Either party may unilaterally withdraw at any time from this MOU by transmitting a signed writing to that effect to the 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.

By mutual agreement, which may be either formal or informal, the Parties may modify the list of intended activities set forth in Section 3 above (i.e., Understandings) and/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 or their designees.

The AAJ understands that NACM's participation in this MOU does not constitute an endorsement, express or implied, of (a) any policy advocated by the AAJ or (b) any good or service offered or sold by the AAJ or any member.

The AIA may assert copyright in any copyrightable work developed solely by the AAJ or jointly by the Parties under this MOU. If the AIA asserts copyright in a work created jointly by the Parties, the AIA hereby grants NACM a nonexclusive, irrevocable, paid-up, worldwide license to use, reproduce, distribute, prepare derivative works, perform publicly, and display publicly such copyrightable work for association purposes. Any other intellectual property developed jointly by the Parties will be governed by applicable federal law.

6. EFFECTIVE DATE AND ADMINISTRATION

This MOU shall become effective upon signature by the NACM President and the AIA, or their designees. It may be modified or amended by written agreement between both Parties, and such amendments shall become part of, and shall be attached to this MOU. Unless earlier terminated under Section 5, 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.

7. OTHER MOUs

There are no superseding MOUs on this topic between the Parties hereto.

Signed by:

/S/ Howard Skip Chesshire

**Howard "Skip" Chesshire
President
National Association For
Court Management**

Date: February 12, 2007

/S/ Frank Greene

**Frank Greene FAIA
Academy for Justice Architecture
The American Institute of Architects, Inc.**

Date: February 12, 2007