

Motion #1 – Georgia Society Affiliation Agreement

Author: David Pillsbury, Internal Vice President

Whereas; the AIBD Society Relations Policy requires Societies to file with the national office a completed Society Affiliation Agreement based on the model agreement approved by the House of Delegates as a part of the qualifications to be recognized as a society (Supplement #9 in the Book of Rules); and

Whereas, the House of Delegates may waive requirements of the Society Relations Policy for good cause if such waiver is required by local law or unique local circumstances;

Be it therefore moved, the House of Delegates approve the attached Society Affiliation Agreement as modified by the following communication from the Georgia Society.

From: sam liberti [mailto:sliberti@gabuilders.com]
Sent: Wednesday, November 20, 2013 7:54 AM
To: David Pillsbury
Subject: RE: bylaws

David

Thank you for sending the Society affiliation agreement. The only thing that stands out to us, and we are not comfortable with, is the return of all assets to National. If anything it would be returned to the remaining members since they were the ones who contributed.

While we pay dues to National, we have saved and worked hard over the years to become responsible members and manage our money. National gave us the right to be a Society, but had no contribution to maintaining or adding to our fiduciary duties. Our fore sight allowed us to help members pay dues and keep their membership in the lean years. If we had not provided the vehicle for this we would have lost more members and the result would have been a monetary loss for National.

We would like to strike the two areas, one under Terms and Conditions and the other in Article 13 about returning assets within sixty days.

Thank you.

Sincerely
Sam Liberti
President Georgia Society

Motion #2 – Texas Society Affiliation Agreement

Author: David Pillsbury, Internal Vice President

Whereas; the AIBD Society Relations Policy requires Societies to file with the national office a completed Society Affiliation Agreement based on the model agreement approved by the House of Delegates as a part of the qualifications to be recognized as a society (Supplement #9 in the Book of Rules); and

Whereas, the House of Delegates may waive requirements of the Society Relations Policy for good cause if such waiver is required by local law or unique local circumstances;

Be it therefore moved, the House of Delegates approve the attached Society Affiliation Agreement as modified in the following attachment from the Texas Society.

Society Affiliation Agreement

Society Affiliation Agreement ("Agreement") is made this 3 day of March 2011 by and between the American Institute of Building Design, a District of Columbia nonprofit corporation ("the Institute") and the ~~Texas Institute of Building Design~~ (as a Society of the AIBD.)

WHEREAS, AIBD and the Society wish to describe their understanding concerning the services to be rendered and other rights and obligations of the parties;

NOW, THEREFORE, in consideration of the foregoing and of their mutual promises and agreements, the Institute and the Society agree as follows:

A. Preamble

1. The Institute is a nonprofit tax-exempt organization organized under Section 501(c)(6) of the Internal Revenue Code and incorporated under District of Columbia Non-Profit Corporation Act. The purpose of the Institute, as stated in greater detail in the Institute's Articles of Incorporation, is, in essence, to advance the development, recognition, and enhancement of the profession of building design.
2. Pursuant to the Bylaws of the Institute, all Societies of the Institute will exist under the sanction of the Institute subject to this Society Affiliation Agreement and other policies adopted by the Institute from time to time.
3. The Society agrees to support the Institute's purposes and will abide by the following documents (which may be modified from time to time by the Institute): the Institute's Articles of Incorporation, the Institute's Bylaws, and the Institute's Book of Rules.
4. This agreement contains the mutual rights and responsibilities of the Institute and the Society concerning their relationship with each other and to other Institute Societies.

B. Jurisdiction

1. The Institute has the authority to assign, modify or withdraw the geographical jurisdiction of the Society. Upon receipt of a fully executed copy of this agreement, the Institute will authorize the Society to represent the Institute as the ~~American Institute of Building Design~~ Society: Texas Institute of Building Design. The Institute will establish the geographic area to be served by the Society.
2. The Institute's House of Delegates has the authority to assign the Society to one of three districts. The needs, interests, and concerns of the Society shall be represented to the Board of Directors by their respective District Director.

C. Obligations

1. The Institute will provide the Society with certain materials to assist the Society in recruiting members, providing assistance in preparing and presenting educational programs, making available certain supplies, and providing the Society a Bylaws and Book of Rules template.
2. Institute dues will be established from time to time by the Institute's House of Delegates. Dues paid by individuals to the Institute will be for membership in both the Institute and the Society. Additional dues may be assessed by the Society to conduct meetings and events and for general operational purposes.
3. The Society will take all appropriate action to sustain membership growth. The Society will develop policies and procedures consistent with the Institute's policies and procedures.

D. Liability and Indemnification

1. The Institute and the Society expressly acknowledge and agree that the Institute and the Society are, and intend to maintain, separate corporate entities. As such, the Institute will not incur any liability, obligation or expense on behalf of the Society, nor the Society on behalf of the Institute, unless the act giving rise to the potential liability will have first been approved in writing by both the Institute and the Society.
2. The Society hereby indemnifies, holds harmless and agrees to defend and pay all costs and expenses as they are incurred, the Institute and its officers, directors, agents, members and employees from and against any action, suit, proceeding, asserted claim, damage, liability, obligation, cost and expense which may be incurred by the Institute and/or its officers, directors, agents and employees and which may arise by reason of any act or failure or omission to act by the Society or by any officer, director, agent, member or employee thereof, any breach of this Agreement, or the failure or refusal of Society and its officers, directors and employees to comply with and conform to the Institute Bylaws, or which in any other way pertains to the relationship and mutual rights and responsibilities between the Society and the Institute.

E. Intellectual Property

1. The Institute owns its copyrights, trademarks, logos and other intellectual property, defines the use of its intellectual property, and manages adherence to all intellectual property usage guidelines.
2. The Institute grants a non-exclusive, royalty-free license to the Society to use certain of its copyrights, trademarks, logos and other intellectual property now owned or developed by the Institute in the future. Use of such property is limited by the Institute to the usage established and communicated to the Society from time to time and the Society specifically acknowledges that the Institute may modify the terms of such usage or withdraw any license to use at any time. Upon termination, dissolution, merger or any other transfer of assets by the Society, this license will terminate and the Society will cease all use of such property, return all materials containing such property, and cease using the Institute name, copyrights, trademarks, logos and other intellectual property.
3. Upon request by the Institute, the Society will submit to the Institute for review any and all Society materials in which the copyrights, trademarks, logos and other intellectual property appear. The Institute will have the right to require changes to such materials for the purpose of insuring proper use of its property.

F. Documents

The Institute and the Society acknowledge the existence, force and effect of the following documents:

1. The Institute Articles of Incorporation.
2. The Institute Bylaws
3. The Institute Book of Rules
4. Society Articles of Incorporation
5. Society Bylaws

If at any time any provision of the Agreement is determined to be inconsistent with any provision of the documents named in (1), (2) and (3) above, said documents will control.

Terms and Conditions

The parties acknowledge and agree that, subject to the terms of paragraph 1 below, this Agreement will continue for a period of one (1) year after the effective date hereof, and will automatically renew for successive one (1) year periods, unless terminated or modified by the Institute.

1. The parties acknowledge and agree that this Agreement may be terminated by the Institute under the following circumstances:
 - a. At any time by providing the Society with thirty (30) days prior written notice of such termination.
 - b. Upon the filing of a petition of bankruptcy by or against the Society which is not dismissed within ninety (90) days after the date filing.
 - c. Upon placement of the assets of the Society in the hands of a receiver or an assignment of assets by the Society for the benefit of its creditors.
 - d. Upon the voluntary or involuntary dissolution of the Society.
2. ~~In the event of termination or dissolution of the Society, to the extent allowed under applicable law, all of the assets of the Society will be distributed to the Institute within 60 days of the date of termination. In the event that the Society Board of Directors will fail to act in the manner herein, the state court in which the principal office of this Society has been located will make such distribution as herein provided, upon the petition of the Institute or other persons having an interest in the Society or its assets.~~ SA

G. Society Relations Policy

The parties acknowledge and restate the applicability of the Institute's Society Relations Policy, included in the Institute's Book of Rules, including, but not limited to the following provisions:

1. The Society and its Chapters, if any, shall make any changes to their governing documents required by the Institute.
2. Standards for Professional membership in the Society and its Chapters, if any, shall be equivalent to those of the Institute.
3. All members of the Society and its Chapters, if any, shall be members of the Institute.
4. The Society and its Chapters, if any, shall comply with all applicable rules and directives of the Institute.
5. The Society and its Chapters, if any, shall determine and report to the Institute their dues structures.
6. If applicable, the Society shall provide procedures for discipline of its Chapters, subject to review by the Institute's Board of Directors.
7. Society and Chapter activities shall be consistent with the purposes of the Institute as stated in its Bylaws.
8. The Society must develop, maintain, and subject itself to Society Bylaws, subject to the review and requirements of the Institute's Bylaws Committee.
9. The Society and its Chapters, if any, shall maintain records of activities, including membership, meeting minutes, collection of Associate member dues, and financial income and expenditures, government-required reports (including Internal Revenue Service Form 990), internal operations, and compliance with Institute policies and directives. Such records shall be presented to the Institute if requested.
10. The Society shall be represented at the meetings of the Institute by delegates elected according to the quotas established in the Institute's Bylaws.
11. Members shall be assigned as members of the Society according to the requirements of the Institute's Bylaws.
12. As provided in AIBD Bylaws Art. V, § 1 (F) (1) the Institute's House of Delegates has the authority to assign the Society to one of three districts. A Society District Map, drafted in accordance with the District boundaries adopted by the House of Delegates, shall be approved by the President and included as a supplement to the Book of Rules.

13. The Society shall provide in its articles of incorporation (or equivalent corporate charter, certificate of incorporation, articles of organization, or other organic corporate document, as applicable in the jurisdiction of incorporation) and bylaws that any changes to the Society's articles of incorporation or equivalent document and bylaws shall be submitted to the Institute's Bylaws Committee for its review and concurrence. Unless rejected by the committee within sixty days of receipt (or approval is received sooner) the proposed amendment shall take effect. ~~To the extent permissible under applicable state law, the Institute's House of Delegates may unilaterally amend the Society's articles of incorporation or equivalent document and bylaws or take such other measures as are necessary to enforce conformity with the Institute's Bylaws. Such measures shall include, but are not limited to, prohibition of the use of AIBD's name, logo, or other intellectual property, and the return of all funds in the Society's treasury to the Institute.~~ SA

H. Miscellaneous Provisions

1. Nothing in this Agreement will be deemed to create a partnership, joint venture or agency relationship between the Institute and Society to make either party jointly liable for any obligation of the other arising out of the activities and services contemplated or performed by this Agreement. Neither party will have any power or authority to act in the name of or on behalf of the other party except with the express written consent of such party.
2. Unless otherwise required by state law, the parties agree that the jurisdiction, venue and choice of law for any disputes between the parties will be the District of Columbia.

IN WITNESS WHEREOF, the parties have caused this Society Affiliation Agreement to be executed by their duly authorized officers, effective as of the day and year first written above.

American Institute of Building Design

By: _____
Please print

Signature: _____

Date: _____

Texas Institute of Building Design (Society)

By: Sergio Astorga
Please print

Signature: Sergio Astorga

Date: 3-3-11