

To: BSA Foundation Trustees  
From: Mike Davis FAIA, chair  
Re: Meeting agenda  
Date: Wednesday, April 15, 2015

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Our next meeting begins at 12:00pm on Wednesday, April 15 at BSA Space, 290 Congress Street, Boston.  
Lunch will be provided at 11:45am.

#### AGENDA

|          |  |      |
|----------|--|------|
| 12:00 PM | Call to Order  |      |
|          | • Approval of January 14, 2015 meeting minutes [VOTE]    | p.4  |
| 12:05 PM | Treasurer's Report                                       |      |
|          | • 2014 Final reports                                     |      |
|          | • 2015 Q1 reports  | p.11 |
|          | • Q1 Development report                                  | p.13 |
| 12:15PM  | Declaration of Trust amendments [VOTE]                   | p.17 |
|          | • A motion to approve new language and amendments        |      |
| 12:20PM  | Review Collaboration Agreement                           | p.23 |
|          | • A motion to approve future electronic vote [VOTE]      |      |
| 12:25PM  | Design Excellence and Design Assistance                  |      |
|          | • Current civic priorities                               |      |
|          | o Boston's Cultural Plan, Mayor's conversation, Olympics |      |
|          | • What is the CDRC?                                      |      |
|          | • The future of the Foundation and CDRC?                 |      |
|          | • Open dialog  |      |
| 1:35PM   | Other Business   |      |
| 1:40PM   | Executive Session  |      |
|          | • Discuss ED contract                                    |      |
| 2:00PM   | Adjourn  |      |

#### ENCLOSURES:

|                            |      |                              |      |
|----------------------------|------|------------------------------|------|
| 2015 Trustees list         | p.2  | Declaration of Trust         | p.17 |
| 2015 Meeting schedule      | p.3  | Collaboration Agreement      | p.23 |
| January 2015 minutes       | p.4  | 2015 Grant cycle information | p.31 |
| Executive Director report  | p.7  |                              |      |
| 2015 Q1 Financial report   | p.11 |                              |      |
| 2015 Q1 Development report | p.13 |                              |      |

**Arthur Cohen FAIA ('15), Vice-chair**  
ARC/Architectural Resources Cambridge  
5 Cambridge Center  
Cambridge MA 02142  
617-547-2200 / [acohen@arcusa.com](mailto:acohen@arcusa.com)

**Peter Kuttner FAIA ('16)**  
Cambridge Seven Associates  
1050 Massachusetts Avenue  
Cambridge MA 02138  
617-492-7000 / [pkuttner@c7a.com](mailto:pkuttner@c7a.com)

**Anthony Consigli ('15)**  
Consigli Construction Company  
72 Sumner Street  
Milford MA 01757  
508-473-2580 / [aconsigli@consigli.com](mailto:aconsigli@consigli.com)

**Vivien Li ('15)**  
The Boston Harbor Association  
374 Congress Street, Ste 307  
Boston MA 02210  
617-482-1722 / [vli@tbha.org](mailto:vli@tbha.org)

**Mike Davis FAIA ('17)**  
Bergmeyer Associates  
51 Sleeper Street  
Boston MA 02210  
617-542-1025 / [mdavis@bergmeyer.com](mailto:mdavis@bergmeyer.com)

**Anne-Marie Lubenau AIA ('16)**  
Bruner Foundation  
130 Prospect St  
Cambridge, MA 02139  
(617) 492-8404 / [alubenau@brunerfoundation.org](mailto:alubenau@brunerfoundation.org)

**Steve Eustis ('17)**  
Skanska  
253 Summer Street  
Boston MA 02210  
617-593-7286 / [steve.eustis@skanska.com](mailto:steve.eustis@skanska.com)

**Peter Madsen FAIA ('16), Treasurer**  
Edo Essex Properties  
44 Beacon Street  
Boston MA 02108  
617-848-9293 / [peter.madsen@edoesssex.com](mailto:peter.madsen@edoesssex.com)

**Nadine Gerdts ('15)**  
Rhode Island School of Design  
Landscape Architecture Department  
2 College Street  
Providence RI 02903  
617-233-4240 / [ngerdts@comcast.net](mailto:ngerdts@comcast.net)

**Jessica R. Smith ('15)**  
Steffian Bradley Architects  
88 Black Falcon Ave Ste 353  
Boston MA 02210  
617-305-7124 / [jsmith@steffian.com](mailto:jsmith@steffian.com)

**Bennet Heart ('16)**  
Noble, Wickersham & Heart LLP  
1280 Massachusetts Ave  
Cambridge, MA 02138-3840  
617-491-9800 / [bh@noblewickersham.com](mailto:bh@noblewickersham.com)

**Laura Wernick FAIA ('17)**  
HMFH Architects, Inc.  
130 Bishop Richard Allen Drive  
Cambridge, MA 02139  
(617) 844-2113 / [lwernick@hmfh.com](mailto:lwernick@hmfh.com)

**Eric Krauss ('17)**  
New England Aquarium  
Central Wharf  
Boston, MA 02110  
617-973-5200 / [ekrauss@neaq.org](mailto:ekrauss@neaq.org)

**Margaret Wigglesworth ('17)**  
Cresa  
200 State Street, 13th Floor  
Boston, Massachusetts 02109  
617-758-6060 / [mwigglesworth@cresa.com](mailto:mwigglesworth@cresa.com)

## 2015 Meeting Schedule

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*All meetings held at BSA Space*

\*Wednesday, January 14                    12-2p  
*Orientation meeting*

Thursday, January 15                    6-8p  
*Reception w/ BSA board*

\*Wednesday, April 15                    12-2p

\*Wednesday, July 15                    12-2p

Thursday, September 10                    8:30-10:30a  
*Joint meeting w/ BSA Board*

\*Wednesday, October 14                    12-2p  
*Annual meeting*

**\*All Executive Committee meetings are held from 11a-12p, prior to each board meeting.**

## Minutes from the January 14, 2015 meeting of the Board of Trustees

**Present:** Arthur Cohen FAIA, Mike Davis FAIA, Nadine Gerdts, Bennet Heart, Eric Krauss, Peter Kuttner FAIA, Anne-Marie Lubenau AIA, Vivien Li, Peter Madsen FAIA, Jessica Smith, Laura Wernick FAIA, Margaret Wigglesworth

*Staff: Ben Cohen, Pamela de Oliveira-Smith, Mary Fichtner, Tyler Huntington, Conor MacDonald, Penny Mitchell, Gretchen Schneider AIA, Eric White*

**Absent:** Anthony Consigli, Steve Eustis Vivien Li, Peter Madsen FAIA

**Call to Order:** Cohen called the meeting to order at noon, briefly reviewed the agenda, and welcomed and introduced the new trustees, discussing qualities that each member brings to the board.

**Minutes:** Upon a motion by Davis, seconded by Eustis, it was

VOTED to accept the minutes of the October 8, 2014 meeting as submitted; unanimous.

**Election of BSA Foundation Officers:** Upon a motion by Cohen, seconded by Davis and abstained by Gerdts, it was VOTED to appoint the following trustees as officers:

- Davis – Chair
- Cohen – Vice chair
- Gerdts – Secretary
- Madsen – Treasurer

Unanimous.

**About the BSA Foundation:** Davis and White briefly introduced the Foundation and explained its history. White highlighted the Foundation's work in 2015, the relationship between the BSA and Foundation, the Foundation's mission, and roles and responsibilities of trustees and staff. White also reviewed the 2015 budget and noted that the majority of Foundation income is allocated for public programming, from the BSA. White discussed development and fundraising, completing the discussion with a video which highlights Foundation activities.

**Treasurer's Report:** Treasurer Madsen and Controller Cohen presented preliminary financial report, including expenses, revenue and investments. Cohen identified the Foundation's current revenue streams, which include investment income and some programming. Similarly, Cohen identified the Foundation's expenses, which include website updates, administrative fees, and an audit fee. Additionally, Cohen briefly reviewed the 2015 budget and noted that at

the time of the meeting, the investment income statements have not been received. Cohen also welcomed any questions.

**Development report:**

Mitchell noted that development continues to focus on three areas: sustainable fundraising/*Meet the BSA Foundation*, a long-term gallery exhibition for the first floor, and the invitation-only *Broad Street Era* celebration. Mitchell reviewed fundraising revenue goals and actual for 2014, noting that our goal was \$150k and our actual, after the fundraising breakfast, was \$475k (\$110k cash, \$365k 5-year pledges).

**Priorities in 2015:**

White discussed the following priorities and goals for 2015:

- Enhancing existing programs, including increasing family design days to serve more families, adding another day of *KidsBuild!*, and growing *Common Boston*.
- Developing new public programs
- Engaging donors
- Create a Boston architectural culture plan with other organizations and allies

The Executive Committee also requested to convene prior to the April meeting.

**Engaging BSA Foundation Trustees:**

The following trustees were appointed to the following committees:

**Joint Strategic Collaboration Committee**

Arthur Cohen  
Bennet Heart  
Peter Madsen

**Grants Committee**

Nadine Gerdts  
Jess Smith  
Steve Eustis  
(one more needed)

**Joint Exhibitions Committee**

Laura Wernick  
Peter Kuttner  
Nadine Gerdts

**Finance Committee**

Peter Madsen  
Eric Krauss  
Laura Wernick  
Anne-Marie Lubenau

**Fundraising Committee**

Mike Davis

Laura Wernick

**Nominating Committee**

Anthony Consigli  
Steve Eustis  
Mike Davis

**Public Programs Committee**

Vivien Li  
Margaret Wigglesworth  
(one more needed)

**BSA Board Representative**

Mike Davis

**Other Business:** No other business was discussed.

**Adjourn:** With there being no further business, upon a motion by Davis, seconded by Heart, it was

VOTED to adjourn at 2:15pm; unanimous.

Respectfully submitted,

Nadine Gerdts  
Secretary

To: BSA Foundation Board  
From: Eric White  
Re: Executive Director's Report  
Date: April 15, 2015

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### **Financials**

The annual audit review was completed and Trustees will be provided draft copies of financial statements and tax returns for review. First quarter results are on target.

### **Development**

The team of staff and volunteers attended development training in DC. Please see full development report for more information.

### **Communications**

Very positive print, radio, and online press continues for Boston design as well as the BSA Foundation and the BSA. Design New England magazine featured a 16-page supplement focused on BSA Design Award winning projects. The partnership with [WGBH's Forum Network](#) has resulted in the posting of five videos which capture public programming at BSA Space. Additionally, work continues toward clarifying the strategy for expressing the relationship between programming at BSA Space, the Foundation, and the BSA.

### **Civic**

The *Boston Living with Water* competition is in midst of Phase II; final submissions are due May 15. [www.bostonlivingwithwater.org](http://www.bostonlivingwithwater.org)

The second Urban Design Workshop took place March 30-April 2 and focused on housing. Funded by the Foundation, a public panel discussion and public presentation of the four design teams' ideas, was led by BSA President Tim Love AIA, and drew 80-100 spectators each night. The larger goal is to influence the City's interpretation of "growth zones" and to create 53,000 housing units by 2030.

### **Exhibitions & Programs**

Stereotype continues to draw crowds and positive feedback. Programming around the exhibition included visits from two traveling artists (from New York and from Israel), collaborations with AIGA, and family programs like a performance by the Boston Typewriter Orchestra and a Family Design Day.

KidsBuild! kicked off this weekend and will be in the Waterfront Square through the end of the week.

The Foundation Film Series is consistently sold out, bringing a new audience into the space for each screening. The success of a program like this on a Friday opens up the possibility of other successful attendance at weekend events.

The scale model of Boston, updated last year by CBT, is in the Storefront Gallery. Throughout the rest of 2015, we will be developing and prototyping a series of interactive interpretive exhibition elements, incorporating video, dramatic lighting, neighborhood profiles, and a competition to activate the street front. Audience engagement and visitor feedback will be integral to content development.

## Programs

### January – March 2015

- 1/9—Film Series: Metropolis
- 1/10—Family Design Day: What's My Type?
- 1/15—Living with Water: Pecha Kucha
- 1/23—Book Talk: Maureen Meister "Arts & Crafts Architecture in NE"
- 1/30—Harvard Art Museum Tour
- 1/31—Harvard Art Museum Tour
- 2/6—Film Series: Sagrada
- 2/7—Family Design Day: Great Boston Egg Drop
- 2/10—Student Design Day: Homeschool
- 2/11—CultureNOW: Public Art
- 2/13—Homeschool Student Design Day
- 2/16-2/20—Vacation Week LEGO Design Challenge
- 2/20—Student Design Day: Cabot School
- 2/22—Typewriter Orchestra
- 2/25—LWW: Semi Finalist Reception

- 2/26—Letterpress Workshop
- 2/27—Book Talk: David D & Lance B "Urban Design for an Urban Century"
- 3/3—Student Design Day: Homeschool
- 3/5—Designing Boston: Olympics 2024
- 3/6—Student Design Day: Homeschool
- 3/6—Film Series: The Pruitt Igoe Myth
- 3/7—Family Design Day: Dreamrooms
- 3/18—Artist Talk: Oded Ezer at Mass Art
- 3/21—Family Design Day at Peabody Essex Museum
- 3/24—Artist Talk: Ji Lee
- 3/26—Walk Boston Conference (co-sponsored)
- 3/28—Stereotype Open House
- 3/30—Housing Urban Design Workshop Kick-off
- 3/31—Future Boston (co-sponsored event)

### Upcoming Foundation Programs April – June 2015

- 4/2—Housing Urban Design Final Presentations
- 4/3—Film Series: TINY
- 4/6—Designing Boston: Ted Landmark
- 4/7—Building Blocks: Art Deco
- 4/11&12—KidsBuild
- 4/14—Student Design Day at New Academy Estates in Roxbury
- 4/15—Student Design Day: International School of Boston
- 4/21—Student Design Day: Pierce School
- 4/22 & 4/23—Student Design Day: Teen Workshop
- 4/25—Art Deco Building Tour
- 4/30—BSA/AIGA Stereotype Pecha Kucha

- 5/1—Film Series: Detropia
- 5/4—David Manfredi Olympics Program pt.1
- 5/5—Student Design Day: Homeschool
- 5/6—What the Sketch
- 5/8—Student Design Day: Homeschool
- 5/8—Public Art Panel: Lawn on D
- 5/12—Nancy Seasholes: Gaining Ground
- 5/16—Family Design Day: Living with Water
- 6/1—Designing Boston: Housing
- 6/9—Student Design Day: Homeschool
- 6/12—Student Design Day: Homeschool
- 6/17—Breadbox Exhibition Opening
- 6/20—Family Design Day: Art in Public Places
- 6/22—David Manfredi Olympics Program pt. 2

## Press Since January

### **\*\*Boston Living with Water competition**

Designs show how Boston could adapt as sea levels rise – Boston Globe

<http://www.bostonglobe.com/metro/2015/02/19/designs-show-how-boston-could-adapt-sea-levels-rise/ozvHRPXnlgPBK0vHrDwE6O/story.html>

“Reason with water rather than repel it”: Architects take on Boston’s watery future – Salon.com

[http://www.salon.com/2015/03/08/reason\\_with\\_water\\_rather\\_than\\_repel\\_it\\_architects\\_take\\_on\\_bostons\\_watery\\_future/](http://www.salon.com/2015/03/08/reason_with_water_rather_than_repel_it_architects_take_on_bostons_watery_future/)

Boston Living With Water Competition Finalists; Prince Building Designs – Northendwaterfront.com

<http://northendwaterfront.com/2015/03/boston-living-with-water-competition-finalists-selected-prince-building-designs/>

Contest Designs Imagine A Submerged Boston – wgbhnews.org

<http://wgbhnews.org/post/contest-designs-imagine-submerged-boston>

9 Ambitious Design Ideas for a More Resilient Boston

<http://nextcity.org/daily/entry/design-ideas-boston-sea-levels>

Is The Boston Redevelopment Authority Ready For The 2024 Olympics? – wgbhnews.org

<http://wgbhnews.org/post/boston-redevelopment-authority-ready-2024-olympics#comment-1897108986>

Group wants to make performance space from shipping containers in Greenway – Bostonglobe.com

<http://www.bostonglobe.com/metro/2015/02/12/group-wants-make-performance-space-from-shipping-containers-greenway/cPTr0w8haQPknmSca6Kz4L/story.html>

The "Bigger than a Breadbox" competition - Last chance to submit your proposals! – archinect.com

<http://archinect.com/news/article/120590403/the-bigger-than-a-breadbox-competition-exploring-the-medium-of-installation-nears-its-final-deadline-last-chance-to-submit-your-proposals>

Need some inspiration to submit to the "Bigger Than A Breadbox" competition? Take a peek at Oyler Wu Collaborative's "The Cube"- archinect.com

<http://archinect.com/news/article/120587986/need-some-inspiration-to-submit-to-the-bigger-than-a-breadbox-competition-take-a-peek-at-oyler-wu-collaborative-s-the-cube>

Boston Unveils Finalists in Competition to Retrofit City for Rising Waters

[\(hyperallergic.com\)](http://hyperallergic.com)

New Book On Cape Architecture

[\(capenews.net\)](http://capenews.net)

Framingham state Rep. Walsh co-sponsor of forum on water

[\(framingham.wickedlocal.com\)](http://framingham.wickedlocal.com)

Interview with the organizers of Boston Living with Water competition  
([WERSS/soundcloud](#))

Boston Living with Water finalists propose strategies to strengthen the city's climate resiliency  
([bustler.net](#))

| BSA Foundation Budget 2015 |  |                |                |                |                |  |
|----------------------------|--|----------------|----------------|----------------|----------------|--|
| Account #                  | Account Description  | Q1 2015        | 2015 Budget    | Q1 2015        | 2015 Budget    | Revenue  |
|                            | Expenses   |                |                |                |                |  |
|                            | <u>Investments &amp; Fundraising</u>                       |                |                |                |                |  |
| 4125                       | Contributions  | 1,431          |                |                |                |  |
| 4180                       | Memorial Contribution                                      |                |                |                |                |  |
| 4115                       | Friends of Architecture                                    |                |                |                |                |  |
| 5135                       | Fundraising(Benavon)<br>Investment Income<br><u>Events</u> | 26,996         | 30,000         | 2,800          | 68,073         | Meet the Foundation<br>5% of value of Fidelity account = 2015 budget |
| 4150-6130                  | Golf Tournament<br>What the Sketch<br>Ask Event            | 1,000          | 40,000         | 3,000          | 38,000         |  |
| 4320/5320                  |  | 76             | 3,000          |                | 9,000          |  |
| 4350-5350                  |  |                | 20,000         |                | 20,000         | Fundraiser in December at BCEC                                       |
| 4135/5335                  |  |                |                |                | 427,935        |  |
| 4131                       | Support from BSA   | 28,072         | 93,000         | 106,984        |                |  |
|                            | <b>Total Investment &amp; Fundraising</b>                  | <b>111,415</b> | <b>585,808</b> | <b>111,415</b> | <b>585,808</b> |  |
|                            | <u>Marketing &amp; Communications</u>                      |                |                |                |                |  |
| 6260                       | Website  | 241            | 10,000         |                |                |  |
| 6215                       | General Marketing  | 1,114          | 20,000         |                |                |  |
| 6216                       | Advertising  |                |                |                |                |  |
| 6214                       | E-Newsletter   |                | 27,000         |                |                |  |
| 6217                       | Collateral   |                |                |                |                |  |
| 6218                       | Branding   |                |                |                |                |  |
|                            | <b>Total Marketing</b>                                     | <b>1,355</b>   | <b>77,000</b>  | <b>10,205</b>  | <b>-</b>       | <b>-</b>   |
|                            | <u>Exhibitions</u>   |                |                |                |                |  |
| 4805/5805                  | 2nd floor  | 40,646         | 145,000        |                |                |  |
| 5810                       | 1st floor  | 3,844          | 25,000         |                |                |  |
| 5815                       | Sidewalk Competition                                       |                |                |                |                |  |
| 5820                       | Exhibition Programs  |                |                |                |                |  |
|                            | <b>Total Exhibitions</b>                                   | <b>45,489</b>  | <b>195,000</b> | <b>10,205</b>  | <b>50,000</b>  | <b>50,000</b>  |
|                            | <u>Programs</u>  |                |                |                |                |  |
| 4355/5355                  | Public Program General                                     | 2,306          | 6,300          | 2,673          | 12,500         |  |
| 4315/5315                  | Civic Programs   |                | 15,000         |                |                |  |
| 4305/5305                  | College Fair   |                |                |                | 15,000         |  |
| 4105/6105                  | Common Boston  | 50             | 15,000         |                |                |  |
| 4340/5340                  | Boat Tours   | 78             | 500            |                |                |  |
| 4330/5330                  | Youth Family Programs                                      | 786            | 9,500          |                |                |  |
| 5357                       | Podcasts (CultureNOW)                                      |                | 4,000          |                |                |  |
| 5680-01                    | Grants Awarded from Foundation                             |                | 40,000         |                |                |  |
|                            | <b>Total Programs</b>                                      | <b>3,220</b>   | <b>97,300</b>  | <b>9,290</b>   | <b>52,000</b>  | <b>52,000</b>  |
|                            | <u>General &amp; Administrative</u>                        |                |                |                |                |  |
|                            | <u>Human Resources</u>                                     |                |                |                |                |  |
| 6010                       | Salaries   | 50,403         | 221,995        |                |                |  |
| 6015                       | Payroll Tax  | 5,040          | 22,200         |                |                |  |
| 6020                       | Bonuses  |                | 3,000          |                |                |  |
| 6025                       | 401K   |                | 6,660          |                |                |  |
| 6030                       | Health, Dental LTD Insurance                               | 1,009          | 18,970         |                |                |  |
| 6035                       | Staff Insurance co-pay                                     | 4,396          | (4,515)        |                |                |  |
| 6040                       | Workers comp   |                |                |                |                |  |
| 6099                       | Misc   |                |                |                |                |  |



To: BSA Foundation Trustees

From: Penny Mitchell, Development Director

Re: Q1 Development Report

Date: April 15, 2015

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**The Sustainable Funding Program**

**2015 Revenue Goal: \$150,000**

cash (\$30K) & 5-year pledges

This program, which began in 2014, includes: bimonthly awareness-raising *Meet the Foundation* events, a December fundraising breakfast, and donor cultivation, is the primary development initiative.

The BSA Foundation Institutional Advancement Committee (IAC) implements this program.

**2015 IAC Members**

Mike Davis FAIA, Chair

Laura Wernick FAIA, Trustee

Peter Kuttner FAIA, Trustee

Ted Touloukian AIA (Touloukian, Touloukian)

Leila Kamal AIA (EYP Architecture & Engineering)

Patrick McCafferty (Arup)

Jeanne Lukenda ASLA, LEED

Staff members include Eric White (executive director), Polly Carpenter AIA (senior manager of public programs), Pamela de Oliveira-Smith (communications director), Penny Mitchell (development director) and a new half-time development assistant.

**BSA Trustee participation opportunities:**

Attend and bring three guests to Meet the BSA Foundation (see included calendar of events)

Foundation Ambassadors volunteer to bring ten people to a Meet the BSA Foundation event within a three-month period. Meet the BSA Foundation events are essential to introduce people in a consistent and personal way to the BSA Foundation's vision and the impact of our programs.

Cultivation of Legacy Circle members involves attending occasional small group breakfast and lunch meetings with Eric White and Legacy Circle members which have been scheduled each month.

Plan to attend June 10 lunch meeting with Terry Axelrod, Benevon founder. (Benevon is the Sustainable Funding model we are implementing.)

**First Floor Gallery****Revenue Goal: \$50,000 (appeal + sponsors)**

Current plans: BSA Space's first floor gallery will explore how the interactions between design, business, and politics reshape Boston through an exhibition that evolves with the city itself. Rather than aiming for a fait accompli, Building Boston will undergo an iterative design process, prototyping and testing each component through a series of pilot projects. In all cases, these components attempt to tap into the curiosity, concern, and even outrage that city dwellers feel about how the design of their surroundings affects their daily lives. The exhibition will revolve around a newly restored 3D model of Boston's downtown, gifted to the BSA from the BRA.

A fundraiser, modeled on the popular Kickstarter and directed to BSA members and colleagues is underway. A video appeal with 2014 BSA President Emily Grandstaff-Rice, Meghan Melvin (MFA), BSA director of programs and exhibitions Mary Fichtner, and Eric White is currently planned for 2015.

**Celebrating 52 Broad Street Era****Revenue Goal: \$10,000**

Opportunity to recognize and celebrate key individuals involved in the BSA's 52 Broad Street Era, their significant contributions to profession, public and organization; raise funds to continue public programs which engage, inspire and provoke positive change. Cocktail party and exhibition at BSA Space with heavy hors d'oeuvres, invitation event, with extended opportunity to view exhibition

Intern research underway

Deliverables:

- Timeline events, achievements
- Individual interviews
- Solicit images and stories
- Exhibit outline for event (planned for September/October 2015)

**Grant Program**

Maria Salvatierra will work half-time as a grant writer for the BSA Foundation. Opportunities, strategy and structure of the Foundation grant program is in development.

In addition we continue to seek sponsorships to support individual programming efforts.

|                   |   |
|-------------------|---|
| April 14, 6pm     | Legacy Circle Reception – celebration and cultivation event for founding members of the Legacy Circle |
| April 15, noon    | BSA Foundation Board Meeting  |
| April 22, 8am     | Meet the BSA Foundation   |
| April 28, noon    | Foundation Lunch (small group cultivation)  |
| April 29, 6pm     | Meet the BSA Foundation at SGH, hosted by Caroline Fitzgerald   |
| May 4, 8:30am     | Foundation Breakfast (small group cultivation)  |
| May 13, 6pm       | Meet the BSA Foundation   |
| May 19, noon      | Foundation Lunch (small group cultivation)  |
| May 27, 8am       | Meet the BSA Foundation   |
| June 1, 8:30am    | Foundation Breakfast (small group cultivation)  |
| June 10, noon     | Lunch Sustainable Fundraising Board Meeting with Terry Axelrod  |
| June 10, 6pm      | Meet the BSA Foundation   |
| June 16, noon     | Foundation Lunch (small group cultivation)  |
| June 21, 8am      | Meet the BSA Foundation   |
| July 6, 8:30am    | Foundation Breakfast (small group cultivation)  |
| July 8, 6pm       | Meet the BSA Foundation   |
| July 15, noon     | BSA Foundation Board Meeting  |
| July 21, noon     | Foundation Lunch (small group cultivation)  |
| July 22, 8am      | Meet the BSA Foundation   |
| August 3, 8:30am  | Foundation Breakfast (small group cultivation)  |
| August 12, 6pm    | Meet the BSA Foundation   |
| August 18, noon   | Foundation Lunch (small group cultivation)  |
| August 26, 8am    | Meet the BSA Foundation   |
| August 31, 8:30am | Foundation Breakfast (small group cultivation)  |

## BSA Foundation ANNUAL SUSTAINABLE FUNDING PROGRESS REPORT

| Measures  | Year 1   | Year 2 | Year 3 | Year 4 | Year 5 | Total |
|---|--|--------|--------|--------|--------|-------|
| Increase in total dollars raised from individuals over the last year              | \$115K received 2014 / \$500K total pledged<br>(previous annual donations-most received via BSA member dues forms - totaled less than \$1000)  | \$ %   | \$ %   | \$ %   | \$ %   |       |
| Number of active Ambassadors each year  | 15   |        |        |        |        |       |
| Number of Point of Entry Event guests each year                                   | 200  |        |        |        |        |       |
| Cumulative number of donors in Multiple-Year Giving Society                       | 58   |        |        |        |        |       |
| Number of new donors each year  | 147 (approx. 25 in previous years via BSA member dues)   |        |        |        |        |       |
| Amount raised at annual Ask Event (including Leadership/Challenge Gift) each year | Leadership/Challenge = \$247K<br>At & since Breakfast = \$260K   |        |        |        |        |       |
| Amount raised in major gifts (a request beyond Legacy Circle)                     | 0  |        |        |        |        |       |
| Other results   | <b>Total receipts are invested in Endowment</b>  |        |        |        |        |       |
| • Volunteers<br>• Partners<br>• Capital<br>• Endowment                            |  |        |        |        |        |       |
| Mission impact, e.g.  | Continue grant-giving program, extend KidsBuild! from one to two days, civic agenda includes continued Living with Water programs, Housing design workshop, Transportation charrette, Designing Boston series, film series, restaurant tours, architecture 101 |        |        |        |        |       |
| • Number of people served/program expansion<br>• Broader leadership roles         |  |        |        |        |        |       |

## BOSTON FOUNDATION FOR ARCHITECTURE BSA FOUNDATION

This amendment and Restatement is made this [effective date] 27<sup>th</sup> day of April, 1984 to the Boston Society of Architects Charitable Foundation BSA Foundation-Declaration of Trust dated as of the 30<sup>th</sup> day of March, 1971, as amended (the "Trust").

Pursuant to Article X thereof, the Trust is hereby amended and restated by deleting the provisions thereof in their entirety and substituting therefor the following:

### ARTICLE I. NAME

The trust shall be irrevocable and shall be known as the BOSTON FOUNDATION FOR ARCHITECTURE BSA Foundation (hereinafter sometimes referred to as the Foundation).

### ARTICLE II. PURPOSES

The purposes of the Foundation are as follows: To encourage, promote, support and engage in such charitable, scientific and educational endeavors as the Trustees shall determine to be related to or beneficial to the practice of architecture and in furtherance thereof to stimulate the public's awareness of and understanding of the built environment.

To receive, hold, administer and dispose of personal and real property as may be appropriate to carry out the purposes of the corporation; to solicit and receive loans, dues and contributions of money and gifts from any and all sources in order to further the purposes here set forth; in general, to carry on any other activities in connection with these purposes, and to have and exercise all powers as are in furtherance of the purposes herein set forth in the same manner and to the same extent as natural persons might or could do, consistent with such limitations as are or may be prescribed by statute.

PROVIDED, HOWEVER, that all gifts, devises, bequests, legacies, payments, and other properties transferred to the Foundation and all earnings and assets of the Foundation shall be used only for tax-exempt purposes specified in Section 501(c)(3) of the Internal Revenue Code of 1954 as now in force or hereafter amended, or in equivalent applicable provisions however designated of the Federal Revenue Laws from time to time in effect, and which also constitute public charitable purposes under the law of trusts of The Commonwealth of Massachusetts; that no substantial part of the activities of the Foundation shall consist of carrying on propaganda or otherwise attempting to influence legislation; that the Foundation shall not participate in, intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office; that no part of the net earnings of the Foundation shall inure to the benefit of any Trustee of the Foundation, of any other such private interests or of any person controlled directly or indirectly by such private interests; and

PROVIDED FURTHER, that upon termination and liquidation of the Foundation its assets remaining after the payment of all its obligations shall be transferred by gift only to one or more of the tax-exempt organizations described in Section 501(c)(3) or in the then applicable equivalent provisions of the Internal Revenue Code as amended from time to time, or to the Federal government or to a state or local government for public purposes; and no Trustee of the Foundation, or any creator of or contributor or donor to the Foundation, or any other such private interest or any person controlled

**BOSTON FOUNDATION FOR ARCHITECTURE/BSA FOUNDATION**

directly or indirectly by such private interest shall by virtue of such termination and liquidation ever receive or be entitled to any of the assets of the Foundation.

Nothing contained in the foregoing two provisions shall prevent payment by the Foundation to any Trustee or other person or organization of compensation not in excess of a reasonable allowance for salaries or other compensation for personal services actually rendered.

**ARTICLE III. TRUSTEES' POWERS**

In extension and not in limitation of the powers, authorities, and discretions conferred by this instrument or which the Trustees may have by virtue of any present or future statute or rule of law, the Trustees shall have and may exercise at any time and from time to time, without liability for the exercise or nonexercise of the same, the following powers, authorities, and discretions (but solely in a fiduciary capacity and consistently with and in furtherance of the tax-exempt purposes of the Foundation as provided in Article II hereof, and not otherwise):

To pay out at any time or times all or any part or parts of the net income or principal of the Foundation to any one or more individuals, corporations, trusts, funds and foundations; to retain, purchase, invest, and reinvest in any property, real or personal, regardless of its character, quality, or the principles of diversification, including without limitation any property by gift or will transferred to and accepted by the Trustees hereunder; to borrow money for such periods, at such rates of interest and upon such terms as the Trustees consider advisable, and as security therefor to mortgage or pledge any real or personal property with or without power of sale; to acquire or hold any real or personal property subject to any mortgage or pledge; to assume any mortgage or pledge on or of property acquired or held by the foundation; to sell or exchange any property, determine the terms and manner of doing so, and execute and deliver all appropriate instruments connected therewith; to impose or remove restrictions on the transfer of any property, regardless of the effect on the marketability or value of the same; to employ agents (including investment advisors), custodians and attorneys and to pay them reasonable compensation; to pay, resist, compromise, or submit to arbitration any claim or matter in dispute; to give proxies which may be with or without power of substitution and with or without discretionary power; to participate in the dissolution, liquidation, reorganization, recapitalization, consolidation, sale or lease of any corporation or business organization, and to receive and retain any securities or other property resulting therefrom; to deposit securities in a voting trust or with a committee, fiduciary, or depositary representing a group of security holders; to pay assessments on securities; to hold property both real and personal without indication of fiduciary capacity but only in the name of a registered nominee provided that the property of the Foundation is at all times identified as such on the books of the Foundation; to open bank accounts in the name of the Foundation with the right in any duly authorized Trustee to make withdrawals therefrom; to keep the whole or any part of the trust property within or without Massachusetts; to make such rules, regulations or by-laws for the administration and activities of the Foundation as they in their uncontrolled discretion may deem necessary or desirable.

## ~~BOSTON FOUNDATION FOR ARCHITECTURE~~~~BSA FOUNDATION~~

### **ARTICLE IV. RECORDS**

~~After the close of each fiscal year, the Trustees shall prepare an account of their administration of the Foundation for the prior year and a report of the prior year's activities of the Foundation and make the same available to the Boston Society of Architects (hereinafter sometimes referred to as the Society), and interested members of the general public.~~

The Trustees shall in addition prepare such documents, data, forms, records, or other information and file or publish the same in such places as are required by the laws, rules, or regulations of The Commonwealth of Massachusetts or of any other state or of the United States of America.

### **ARTICLE V. LIABILITIES OF TRUSTEES**

All persons dealing with the Trustees or any Trustee hereunder shall be deemed to have agreed to look only to the trust properties and not to any Trustee or Trustees individually for satisfaction of their claims, if any, growing out of such dealings.

No Trustee hereunder shall be liable or responsible for the acts or omissions of any other of the Trustees or of any predecessor or of a custodian, agent, depositary, or counsel selected with reasonable care. No purchaser or other person dealing with any Trustee hereunder shall be bound to inquire concerning the validity of any act purporting to be done by him, or be bound to see the application of any money paid or property transferred to him of upon his order. No firm, partnership, association, company, or corporation, any of whose securities are at any time held by any Trustee hereunder, and no transfer agent of the same shall be required to determine whether or not such Trustee hereunder has the power or authority to transfer or sell any securities.

### **ARTICLE VI. TRUSTEES**

~~There shall be 15 Trustees hereunder, six of whom shall be licensed architects (the "Architect Members") and the balance of whom shall be individuals who are not licensed architects (the "Public Members"). Following the adoption of this Amendment, the initial members shall be appointed by the Board of Directors of the Society to serve for one-, two-, and three-year terms so as to provide for staggered terms expiring in approximately equal numbers after year one, year two and year three. Thereafter, Trustees shall be appointed for three-year terms by the Trustees in office from time to time. Individuals appointed as Architect Members shall not take office until their appointment is confirmed by the Board of Directors of the Society.~~

Comment [TH1]: Consistent with Foundation bylaws

~~The Board shall be the governing body of the Foundation. The Board shall be composed of not more than fifteen voting Trustees, including: the officers; the immediate past Chair and certain other trustees; with the majority (60%) being non-architects. The Executive Director shall serve *ex officio* as a nonvoting member. The Board may adopt policies to further define the interests that shall be represented or overseen by certain trustees.~~

## **BOSTON FOUNDATION FOR ARCHITECTURE/BSA FOUNDATION**

Any Trustee acting hereunder may resign at any time from the trust herein created by a writing signed by him. Failure to give any such notice shall have no effect whatever upon such resignation, but no such resignation shall be effective against any person dealing in good faith with an apparent Trustee hereunder without knowledge of such resignation. Upon appointment of an additional or successor Trustee, the title to the Foundation property shall vest in such additional or successor Trustee, jointly with the other Trustees then acting hereunder. A Trustee may be removed by the remaining Trustees in office.

All powers, authorities, and discretions of the Trustees hereunder, including specifically amending this instrument pursuant to Article X, may be exercised by a majority of the Trustees in office at the time. No Trustee, whether original, additional, or successor, shall be required to give any bond as such Trustee except as specifically required by law and then only in the lowest possible amount and without sureties if permitted by law. All Trustees shall serve without compensation for acting in that capacity but any Trustee may be paid by the Foundation compensation not in excess of a reasonable allowance for salary or other compensation for services actually rendered.

### **ARTICLE VII. COMMITTEES**

The Trustees shall have authority to appoint from their own members, or otherwise, such committee or committees as they shall deem appropriate and to delegate to such committees such functions and duties as they consider appropriate, including the authority to conduct the ordinary affairs of the Foundation between meetings of the Trustees.

The Trustees may also establish one or more Advisory Boards or Task Forces to advise the Trustees and assist them in the general discharge of their duties or with respect to specific subject matter.

### **ARTICLE VIII. DESIGNATED FUNDS**

The Trustees may establish one or more designated funds the uses of which are restricted for specified purposes and may appoint one or more individuals or committees to advise them with respect to the disposition of such designated funds.

The Trustees shall establish and maintain as separate designated funds any named funds held by them pursuant to the provisions of this Trust prior to this Amendment and shall continue to administer such funds on the same basis as such funds were administered prior to this Amendment; provided, however, that the amounts held in the Boston Foundation for Architecture Fund shall be and become the general funds of the Foundation and may be administered by the Trustees in their discretion.

The Trustees may make such transfers of the general funds of the Foundation to such designated funds as the Trustees shall determine. The Trustees shall establish separate accounts to reflect the principal and income of the Foundation attributable to such designated funds and shall show such funds separately on the report required by Article IV. The Trustees need not separate physically the principal and income of such designated funds from the general assets of the Foundation.

## **BOSTON FOUNDATION FOR ARCHITECTURE/BSA FOUNDATION**

### **ARTICLE IX. DURATION**

The Foundation shall continue forever unless the Trustees, ~~with the approval of the Society,~~ shall determine to terminate the Foundation and distribute all of its principal and income. On such termination, the trust property as then constituted shall be distributed to or for the use of such charitable organizations, in such amounts and for such charitable purposes thereof as the Trustees shall then select and determine and as approved by any court having jurisdiction over such termination, but only in accordance with the second proviso or Article II hereof.

### **ARTICLE X. INCORPORATION**

If the Trustees deem it desirable, the Foundation may become incorporated as a charitable corporation under Chapter 180 of the Massachusetts General Laws or under the provisions of laws of similar scope and purpose of another jurisdiction to carry on the purposes enumerated herein and to continue to hold the trust property and to administer it for the purposes of this Trust. The charter of such corporation shall include substantially the purposes and provisos of Article II of this trust in its corporate purposes.

### **ARTICLE XI. AMENDMENTS**

This Declaration of Trust may be amended at any time or times by written instrument or instruments signed and sealed by the Trustees, ~~and endorsed with the approval of the Society, and acknowledged by any of the Trustees, provided that no~~ No amendment shall authorize the Trustees to conduct the affairs of this Trust in any manner or for any purpose contrary to the provisions of Section 501 (c)(103) of the Internal Revenue Code of 1954 as now in force or afterwards amended. An amendment of the provision of this Article XII (or any amendment to it) shall be valid only if and to the extent that such amendment further restricts the Trustees amending power. All instruments amending this Declaration of Trust shall be noted upon or kept attached to the executed original of this Declaration of Trust held by the Trustees.

**Comment [TH2]:** This is now accurate and consistent with both orgs' bylaws.

### **ARTICLE XII. MISCELLANEOUS**

Any person may rely on a copy, certified by a notary public, of the executed original of this Declaration of Trust held by the Trustees, and of any of the notations on it and writings attached to it, as fully as he might rely on the original documents themselves. Any such person may rely fully on any statements of fact certified by anyone who appears from such original documents or from such certified copy to be a Trustee under this Declaration of Trust. No one dealing with the Trustees need inquire concerning the validity of anything the Trustees purport to do. No one dealing with the Trustees need see to the application of anything paid or transferred to or upon the order of the Trustees or the trust.

The trust hereby created shall be a Massachusetts trust and shall in all respects be governed by the laws of Massachusetts.

The fiscal year of the Foundation shall end on ~~September 30- December 31~~ of each year.

**BOSTON FOUNDATION FOR ARCHITECTURE**  
**BSA FOUNDATION**

IN WITNESS WHEREOF, the Trustees ~~and the Society~~ have hereunto set their hands and seal all  
as of the day and year first above written.

**FOR DISCUSSION PURPOSES ONLY**

**COLLABORATION AGREEMENT**

This Collaboration Agreement (this “Agreement”) effective as of [\_\_\_\_\_] [\_\_], 2015(the “Effective Date”), is made by and between the BSA Foundation (the”Foundation”), a Massachusetts non-profit corporation, and the Boston Society of Architects, a Massachusetts non-profit corporation (the “BSA”). The Foundation and the BSA are sometimes referred to herein, individually, as a “Party” and, collectively, as the “Parties.”

**BACKGROUND**

- A. The Foundation works to build public awareness and engagement for architecture and design, including via an annual grant program which funds educational programs for public audiences. The Foundation is recognized as a charitable educational organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).
- B. The BSA is the local chapter of the American Institute of Architects in the Boston metropolitan area. Its membership is drawn from Eastern Massachusetts and includes 4000 architects, associate members and building industry affiliates. The BSA is committed to professional development for its members, advocacy on behalf of great design, and sharing an appreciation for the built environment with the public at large. The BSA is a professional organization under Section 501(c)(6) of the Code.
- C. The BSA and Foundation boards and staff have successfully explored the logistical, programmatic and legal considerations involved in a temporary collaboration between the BSA and the Foundation, including by having the Foundation serve as the primary overseer of public educational programs that were historically developed and operated by the BSA.
- D. Recognizing the synergies created by collaboration between the BSA and Foundation, the Parties agree to a collaboration to allow the BSA and Foundation to maximize their impact while making effective and efficient use of their combined resources, staff and facilities. All activities undertaken via this collaboration shall be in furtherance of the Foundation’s charitable mission, **while recognizing that both organizations are independent.**
- E. The Parties desire to enter into this Agreement to set forth their agreements and understandings with respect to the collaboration.

## **AGREEMENT**

The Parties hereby agree as follows:

1. **Administration of the Collaboration.**

- a. **Administrative Structure.** To facilitate the administration of the collaboration, the Parties shall implement a governance model as generally described below. This model is intended to provide timely feedback, guidance and direction on the overall collaboration.
- b. **Joint Strategic Collaboration Process.** The BSA and Foundation boards shall engage in a joint strategic collaboration process. The BSA/Foundation Joint Strategic Collaboration Committee is responsible for coordinating the missions, visions and goals of the Parties. The Parties will prepare a shared strategic plan, with each of the Parties responsible for defined goals in keeping with their unique missions and strengths. Potential initial areas of collaboration include civic initiatives, exhibitions and lectures/forums/symposiums. Other collaborative advisory committees can be appointed as necessary.
- c. **BSA/Foundation Joint Strategic Collaboration Committee.** The BSA/Foundation Strategic Collaboration Committee will serve as an advisory committee to the BSA and Foundation boards. The BSA/Foundation Strategic Collaboration Committee shall consist of three appointed representatives of each of the BSA and the Foundation boards. The BSA/Foundation Strategic Collaboration Committee shall identify strategic directions that align the missions and goals of the BSA and the Foundation and shall present these to both the BSA and the Foundation boards for approval. Approval of both boards is required for implementation.
- d. **Additional Committees.** It is also expected that additional advisory committees shall be formed as necessary.
- e. **Personnel.** The BSA personnel shall perform certain administrative, program, financial, fundraising and other tasks for the Foundation.
- f. **Status of Personnel.** For the avoidance of doubt, the parties agree that all BSA employees and contractors shall remain employees and contractors of the BSA and shall not be deemed to be employees or contractors of the Foundation unless specifically identified through written agreement. The BSA shall be solely responsible for the terms of employment or contractor arrangements of all such employees and contractors, including their salary and benefits and other forms of compensation. All staff report to the Executive Director who shall have the sole right to make decisions regarding hiring and termination of such employees and engaging or terminating the engagement of contractors. The Executive

Director is employed by the BSA and half his salary is paid for by the Foundation—as such, he reports to both the BSA and Foundation boards. The Foundation shall have no control over such terms and no responsibility to make any payment directly to employees or contractors. Nothing contained in this Agreement shall be construed to constitute either the Foundation or the BSA as a partner or agent of the other.

2. Expense-Sharing Arrangement.

- a. Personnel. As set forth above and on Exhibit A, and based on BSA/Foundation approved strategic plan, BSA staff will, on behalf of the Foundation, perform administrative, program, financial, fundraising and other tasks. The expected percentage of the Foundation Allocated Employee Time is set forth in Exhibit A. The aggregate costs of all the BSA personnel, including costs of benefits and salaries, incurred by the BSA are hereinafter referred to as "BSA Personnel Costs."
- b. Facilities. To the extent permitted under any applicable lease agreement, the BSA shall permit the Foundation to occupy a portion of space leased by the BSA. The aggregate costs incurred by the BSA under such leases or otherwise with respect to such facilities are hereinafter referred to as "BSA Facilities Costs".
- c. Services. The BSA may permit the Foundation to use services provided by third party services providers, such as telephone service, facilities maintenance, internet service, and information technology support services. The aggregate costs incurred by the BSA with respect to such services provided to the Foundation are referred to as "BSA Services Costs" (and together with BSA Personnel Costs and BSA Facilities Costs, "BSA Costs").
- d. General. The BSA shall inform the Foundation, from time to time, of the amount of BSA Costs, and the Foundation shall have access to the applicable agreements and the relevant portions of the BSA books and records for purposes of verification of the same.
- e. Payment. All public charitable activities within the BSA/Foundation agreed-upon strategic direction are Foundation expenses. All direct public charitable program expenses will be paid by the Foundation. In addition, the BSA will invoice the Foundation on a quarterly basis for a cost-sharing portion of (i) the Foundation's proportionate share of the BSA Personnel Costs (the "Foundation Personnel Costs") and (ii) the Foundation's proportionate share of BSA Services Costs and BSA Facilities Costs (together, "Foundation Other Costs", and together with Foundation Personnel Costs, "Foundation Allocated Costs"). In each case such proportionate share shall be set forth in the annual operating budgets of both the BSA and Foundation and reflected on the invoice. Within ten (10) business days after the receipt of invoice, the Foundation shall make a quarterly payment

Comment [TH1]: What is Exhibit A?

(a “Quarterly Payment”) to the BSA for amount invoiced. Each Quarterly Invoice shall be accompanied by sufficient detail as to how it was calculated by BSA. **This shall be part of the annual budgeting process and shall be reviewed annually, or during a period of change, by both the BSA and Foundation.**

3. **Term of Agreement.** The term of this Agreement shall commence as of the Effective Date and shall last for a period of [5 years], unless terminated earlier as provided in Section 9. The Agreement shall automatically renew for subsequent two (2) terms, unless terminated earlier as provided in Section 9. Each renewal term (if any) as agreed upon by the Parties shall be referred to herein collectively as the “Term”. Either party may request the agreement be amended as provided in Section 19. Such agreement amendments require approval of both the BSA and Foundation boards.
4. **Obligations of the Parties.** In connection with their joint activities, the Parties shall have the following obligations:
  - a. **Foundation Obligations.** The Foundation shall focus attention on the public engagement role of the organization; support the new collaboration with the BSA including shared staff and operational integration; and serve as a public advocate for architecture and engage in fundraising efforts to that end. The Foundation shall participate in necessary meetings as established by the BSA/Foundation Joint Strategic Collaboration Committees and shall participate in initiatives identified by the BSA/Foundation Joint Strategic Collaboration Committee and approved by the BSA and Foundation boards. In addition, the Foundation shall pursue initiatives to engage the public in appreciating design, including for example through its exhibitions, websites, public programs, grants, and fundraisers. The Foundation agrees to pay the BSA for services rendered by the BSA.
  - b. **BSA Obligations.** The BSA shall focus BSA attention on the professional engagement role of the organization; serve as an advocate for the profession; and support the new collaboration with the Foundation including shared staff and operational integration. The BSA shall participate in necessary meetings as established by the BSA/Foundation Joint Strategic Collaboration Committees and shall participate in initiatives identified by the BSA/ Foundation Joint Strategic Collaboration Committee and approved by the BSA and Foundation boards. In addition, the BSA shall pursue its professional programs that support the creation of architecture, including for example through the Architecture Boston Expo, BSA committees, websites, and design awards.
5. **Intellectual Property.** The following rules will govern the Parties’ use and creation of intellectual property in connection with their joint activities:
  - a. Each of the Foundation and the BSA will retain sole ownership of any intellectual property that such Party owns prior to the Effective Date of this Agreement and

any intellectual property that such Party creates on its own or acquires from a third party outside the scope of their joint activities.

b. Intellectual Property that exists prior to the effective date of this agreement can be used by either the BSA or Foundation unless the sole proprietor objects.

6. Confidentiality. For the Term of this Agreement and following its termination, both Parties shall undertake to treat any Confidential Information received in confidence from the other Party in a confidential manner, and shall neither convey nor disclose such data or information to third parties nor to use it for purposes other than for the performance of this Agreement. This obligation of confidentiality shall not apply to information which is proven to be general public knowledge or which, through no action on the part of the recipient, becomes public knowledge. “Confidential Information” shall mean any non-public information, data, or documents disclosed or otherwise obtained under this Agreement, including without limitation any information and data relating to any or all of one of the Parties’ business.

7. Non-Exclusive Relationship. Nothing contained in this Agreement shall be deemed as a restriction or limitation of any kind on the ability of any Party to apply for or accept funding from any government funding agency or any other not-for-profit funding agency.

8. Termination.

a. Either Party may terminate this Agreement at any time and without cause upon at least [one hundred eighty (180)] days prior written notice to the other Party. In the event that any Party shall materially breach the terms of this Agreement, and such breach is not cured within a period of thirty (30) days after written notice thereof has been given to such Party by the non-breaching Party, the non-breaching Party may immediately terminate this Agreement upon notice to the other Party.

b. Upon termination or expiration of this Agreement, all of the FOUNDATION’s and the BSA’s respective rights, responsibilities, and obligations as set forth herein shall terminate, provided that Sections 6 and 7 shall survive in perpetuity, and the Foundation shall be responsible for any unpaid Quarterly Payments.

9. Assignment and Delegation. Neither Party may assign this Agreement in its entirety or assign or delegate any of its rights or obligations hereunder, whether voluntarily, involuntarily or by operation of law, in whole or in part.

10. Notices. Any notice, demand or request which may be permitted, required or desired to be given in connection with this Agreement shall be given in writing and directed to the Parties hereto as follows:

If to the BSA:  
BSA, 290 Congress Street, Suite 200  
Attn: Secretary to the Board  
Fax: 617-951-0845  
E-mail: [bsa@architects.org](mailto:bsa@architects.org)

If to the BSA Foundation:  
BSA Foundation, 290 Congress Street, Suite 200  
Attn: Secretary to the Trustees  
Fax: 617-951-0845  
E-mail: foundation@architects.org

- a. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the Party to be notified; (b) when sent, if sent by confirmed electronic mail or confirmed facsimile during normal business hours of the recipient and, if not sent during normal business hours, then on the recipient's next business day; or (c) one (1) business day after deposit with an internationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective Parties at their address as set forth above, or to such e-mail address, facsimile number or address as subsequently modified by written notice given in accordance within this Section 10.

11. Binding on Successors. This Agreement shall be binding upon the Parties hereto and their respective successors and permitted assigns.
12. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and must be signed by the Party against which the waiver is sought to be enforced. The waiver of any of the terms and conditions of this Agreement on any one occasion shall not be construed as a waiver of any other term and condition hereof or the waiver thereof on any other occasion.
13. Independent Relationship. By entering into this Agreement, the Parties are not creating or forming a joint venture, partnership, or agency relationship, and nothing in this Agreement shall be interpreted as creating a joint venture, partnership, or agency relationship between the Parties.
14. Severability. The provisions of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the Parties.
15. Additional Documents. Each of the Parties agrees to execute and deliver any document

or documents that may be reasonably requested from time to time by the other Party to implement or complete such Party's obligations pursuant to this Agreement, in a manner that is compatible with its legal status and its internal rules and regulations.

16. Remedies Cumulative. No remedy set forth in this Agreement or otherwise conferred upon or reserved to any Party shall be considered exclusive of any other remedy available to any Party, but the same shall be distinct, separate and cumulative and may be exercised from time to time as often as occasion may arise or as may be deemed expedient.
17. Entire Agreement. This Agreement supersedes all prior and contemporaneous agreements and understandings, oral or written, between the Parties with respect to the subject matter hereof.
18. No Obligation to Third Parties. None of the obligations and duties of the Parties shall in any way or in any manner be deemed to create any obligation of the Parties to, or any rights in, any person or entity not a party to this Agreement.
19. Amendments/Modifications. This Agreement may not be amended or modified in any manner except by an instrument in writing signed by the Parties. The Parties agree that in the event that any state or federal laws or regulations, now existing or hereafter enacted or promulgated, are interpreted by judicial decision, a regulatory agency having jurisdiction over the Parties or the subject matter of this Agreement, or by legal counsel to a Party hereto, in such a manner as to indicate that the terms, structure or effect of this Agreement may be in violation of such laws or regulations, or otherwise be illegal or be deemed unethical by any recognized agency, or may reasonably be expected to jeopardize the tax-exempt status of either Party, the Parties shall use their best efforts in good faith to amend this Agreement as necessary. To the maximum extent possible, any such amendment shall preserve the underlying arrangements between the Parties.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to the conflicts of laws principles thereof.
21. Authorization of Agreement. Each Party represents and warrants that this Agreement has been duly and lawfully authorized by its Board of Directors, Board of Trustees, or other authorized representative, and that this Agreement constitutes a valid and binding obligation of such Party enforceable against such Party in accordance with its terms.
22. Counterpart Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile, .pdf and other electronic signatures shall have the same force and effect as original signatures.

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the Effective Date.

Boston Society of Architects

BSA Foundation

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

SIGNATURE PAGE TO COLLABORATION AGREEMENT

## **2015 BSA Foundation Grants Cycle Timeline**

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4/27 – posted to the website, a note in Currents, a dedicated eblast to TBD

6/25 – reminder in Currents

7/23 – reminder in Currents

8/27 – final reminder in Currents

9/4 – submission deadline

9/14-9/28 – committee meets to discuss applications and make recommendations to the board

10/14 – board meeting (board needs to approve recommendations)

11/1 – notifications sent to all applicants no later than 11/1, announce recipients in currents

1/29/16 – reports due

## 2015 GRANT APPLICATION GUIDELINES

Our annual grants support projects and programs intended to increase public awareness of the importance of good design in the environments in which we live, work, play and learn. Anyone interested in proposing a new idea or enhancing an existing program or project related to architecture, landscape, engineering, and / or community development and the built environment, is invited to apply.

### Who may apply for these grants?

Anyone with a good idea is encouraged to apply. We welcome applications from teachers, community groups, nonprofit organizations, arts centers, museums and community service centers, as well as teams including individual artists and designers working with communities or educators in non-traditional settings.

### When is the application deadline?

Applications must be received by the BSA Foundation by 5:00 pm, September 4, 2015.

### Who is the target audience?

We fund proposals that serve Massachusetts audiences in all age groups. Programs for elementary and high school students that are either school-based or outside of school hours are of special interest, as are projects which can be replicated and which maximize the number of people served. We are also interested in programs that target underserved audiences which are culturally, economically, ethnically, racially or otherwise diverse.

### What is funded?

Grants awarded this year will support 2016 programs. We fund programs and projects that will do one of the following:

- Elevate public awareness and understanding of architecture and/or the built environment
- Elevate public awareness and understanding of the planning, design and construction process, in general and the role of citizens in community process addressing built environment issues
- Engage people of all ages and from all walks of life in the planning and design process

We are also especially interested in programs that underscore the significance to society of sustainable/green/environmentally sensitive design. To broaden the impact of our funding, we seek programs that might have a ripple effect on other educators, administrators, communities or organizations.

Previously funded programs include classroom curriculum, community and training programs that include innovative hands-on design projects. Descriptions of past grants are found at [architects.org/foundation/grants](http://architects.org/foundation/grants). We accept applications related to successful past programs, and encourage collaborations with other individuals or entities including architects, architectural organizations, and allied art and design groups and practitioners.

### What is not funded?

We do not fund design fees, capital expenditures, endowment-building programs, the purchase of public art, archival projects, research projects, website development, software purchases, fellowships for professional travel, or an organization's operating costs, although administrative costs related to the specific program may be included in the proposal.

### How large are the grants?

Grants typically range in size from \$500 to \$7,500.

### How will applications be judged?

*Responsiveness to funding goals:* Your proposal should elevate awareness and understanding of architecture, urban design, engineering or the planning, design and construction process. Projects that

address questions and issues of sustainable design and the importance of environmentally sound planning and design are encouraged. Projects that allow for hands-on engagement in design activities are also encouraged.

*Target audience:* Your proposal should clearly benefit Massachusetts audiences. Identify the intended audience in your application. It is helpful to know if the program serves currently underserved communities or challenges audiences by introducing them to new ideas or locations.

*Public impact:* Your proposal should be substantive. It should strive to have real impact and lasting value for its intended audience. To the extent possible, you should describe how this impact will be measured and reported. We would like to know the number of people served and how the value of the project will be shared with others.

*Leadership and capacity:* Your project should be administered by individuals with appropriate and related experience.

*Program balance:* Include a budget with your proposal. The budget should be clear and included with the application. We fund programs that are defined by a clear and appropriate balance of cost and value for the number of individuals served. A budget worksheet is available at [architects.org/foundation/grants](http://architects.org/foundation/grants). While you are not required to use this worksheet, we ask you to review the categories and structure your budget similarly. Include as much detail as necessary for someone unfamiliar with the program to understand the expenses.

## How do you apply for a grant?

Submit the following materials, in a single PDF, via email to [foundation@architects.org](mailto:foundation@architects.org) or [thuntington@architects.org](mailto:thuntington@architects.org):

- the completed 'Grant Application Summary'
- a cover letter signed by the person who will run the program and, if appropriate, the director/principal of your organization/institution
- a typed outline (no more than two double-spaced pages) that begins with a clear, concise description of the proposed program and is followed by five paragraphs that describe specifically how your program responds to the five criteria listed above. In the 'Target audience' section, include the likely age, number and characteristics of people being served. In the 'Public impact' section, describe any tangible products that might result (written curriculum, drawings, audio or video recordings, publications, etc.)
- overall budget, including the amount being requested from us and details on any other funding you may have for this program (Other funding is encouraged but not necessary.)
- resume/bio of the individual(s) who will lead or administer this program
- description of your program's relationship to collaborators or partners
- at least one letter of reference or support (required)
- reference contact information for each collaborating organization, if any

- background material you think will help us understand your current work , projects or programs  
This might include images, press clips, previous audience/student comments, etc.***Please be selective. Supplementary materials must be limited to 5 pages.***

### **Helpful hints**

Don't cloud your application with fluff, buzzwords or excessive theory—stick to the fundamentals described in the listing of funding criteria above.

Do your research—if a similar program exists or another organization has resources that might support or add capacity to your project, consider partnering with them or engaging the other group to help expand the reach of your idea.

Don't apply for personal fellowships, scholarships, travel grants or similar support—we are not geared to provide such assistance.

Visit our website [architects.org/foundation/grants](http://architects.org/foundation/grants) to see what we have funded recently.  
If you wish to float an idea, contact us at [foundation@architects.org](mailto:foundation@architects.org) or 617-391-4031.

### **When will grant announcements be made?**

All applicants will be notified of the results of this year's grant review by **November 1, 2015**.

### **What are the reporting requirements?**

Grant recipients are expected to provide brief reports on the use of grant funds by **January 29, 2016**. Digital reports/images are encouraged so we can post them online. If you are a past grant recipient and have yet to submit your report for the 2014 cycle and plan to reapply for BSA Foundation grant funding, please provide a one page interim report, with images, summarizing your project thus far. Additionally, we invite all grant recipients to join us for the annual BSA Foundation Pin – Up where project images are posted and select recipients are asked to make a brief presentation, summarizing their project, to the larger BSA Foundation community.

### **Questions? Comments? Do you have an idea?**

Contact us at [foundation@architects.org](mailto:foundation@architects.org) or 617-391-4031. We are happy to talk about your proposal and when possible, offer suggestions of organizations or groups that may benefit from a collaborative venture with you.

### **Who are we?**

The goal of the BSA Foundation is to enhance public understanding of the built environment and the processes that shape it. With understanding, our communities will be better equipped to enrich and preserve our physical and natural surroundings.

The Foundation supports activities that illuminate the ways that design improves the quality of our lives. Complex urban problems affect individuals, communities, and entire city systems. The Foundation is uniquely positioned to bring together community members, business leaders, policy makers, academics, and design professionals to connect, discuss, and work toward common quality-of-life goals.

The Foundation's vision is to build a better Boston by engaging communities, inspiring vision, and provoking positive change. Foundation programs reach Boston's children and families, residents and community groups, as well as policy makers, urban planners, students, and visitors.



BSA Foundation  
290 Congress Street Ste. 200  
Boston, MA 02210-1038

P: 617-391-4011  
F: 617-951-0845  
[architects.org/foundation](http://architects.org/foundation)

## GRANT APPLICATION SUMMARY

BSA Foundation, 290 Congress Street, Boston MA 02210 / [foundation@architects.org](mailto:foundation@architects.org)

Contact person: \_\_\_\_\_

Organization (if applicable):  
\_\_\_\_\_

Mailing address:  
\_\_\_\_\_

Daytime telephone: \_\_\_\_\_

Email address:  
\_\_\_\_\_

Collaboration partner(s), if any: \_\_\_\_\_

Project's primary product (curriculum, training program, film, exhibit, tour, lecture, conference, study, plan, video, etc.):  
\_\_\_\_\_

Project summary (maximum 25 words):  
\_\_\_\_\_

Amount requested: \$ \_\_\_\_\_ Total project budget: \$ \_\_\_\_\_

Public audience and benefit (in no more than 25 words, identify the target audience, its probable size, and the intended benefit of your project):  
\_\_\_\_\_

Proposed starting date of this project: \_\_\_\_\_

Have you ever received funding from us before? \_\_\_\_\_ If so,  
please note year(s), amount(s), and project(s):  
\_\_\_\_\_

How did you hear about us? \_\_\_\_\_

*Please include this completed summary form with the other items listed in the guidelines above under the heading 'How do you apply for a grant?'*