

## **BOSTON SOCIETY OF ARCHITECTS**

Constitution and By-Laws  
updated September 19, 1968  
and revised

September	17	1969
May	26	1971
November	17	1971
November	15	1972
November	14	1973
November	20	1974
November	19	1975
November	17	1976
November	16	1977
October	14	1982
November	25	1985
November	18	1987
November	16	1989
November	19	1992
November	18	1993
November	17	1994
November	16	1995
November	20	1997
December	7	2000
December	6	2001
December	7	2006
December	2	2010
December	6	2012
December	5	2013
December	4	2014
December	8	2016
December	13	2018
January	6	2021

## Boston Society of Architects Bylaws

The Boston Society of Architects is a 501(c)(6) nonprofit corporation (“Corporation”) registered in the Commonwealth of Massachusetts. It functions as a Chapter (“Chapter”) of the American Institute of Architects (“Institute”), among other roles.

A 501(c)(6) business league is an association of persons having some common business interest, the purpose of which is to promote such common interest and not to engage in a regular business of a kind ordinarily carried on for profit. It is an organization of the same general class as a chamber of commerce or board of trade. Thus, its activities are directed to the improvement of business conditions of one or more lines of business as distinguished from the performance of services for individual persons.

### ARTICLE 1. OFFICES

The Corporation shall have and continuously maintain a registered office and a registered agent in the Commonwealth of Massachusetts. Such office shall be located at the Corporation’s principal place of business or such other place as the Board of Directors (“Board”) may designate. The Corporation may have such other offices, either within or without the Commonwealth of Massachusetts, as the Board may designate or as the business of the Corporation may require from time to time. The registered agent shall be either an individual resident of Massachusetts or a corporation authorized to transact business in Massachusetts.

### ARTICLE 2. MEMBERSHIP

#### 2.1. Classes of and Qualifications for Members

The Corporation shall have Assigned and Unassigned Members; rules and requirements for professional Memberships follow the Bylaws of the Institute. Additional classes of Members, such as Honorary, Allied, Emeritus, Student, and Non-Resident, are permitted but not required.

##### 2.1.1. Assigned Members.

The Corporation shall include Architect Members and Associate Members of the Institute who have been assigned to Membership by the Institute. Each Architect Member or Associate Member assigned to the Chapter shall remain a Member of it until her, his, or their Membership in the Institute is terminated or she, he, or they is reassigned by the Institute to another Chapter. An Architect Member or Associate Member assigned to Membership in the Corporation may use the titles and exercise the rights and privileges granted her, him, or them by law and by the Institute Bylaws.

##### 2.1.2. Unassigned Members.

The Board, without action by the Institute, may admit as Architect Member or Associate Member to the Corporation any assigned Member of another Chapter,

provided she, he, or they applies for such Membership in writing to the Board. An Architect Member or Associate Member so admitted may terminate her, his, or their Membership in the Corporation by resignation. If the Institute Membership of such Member is terminated, then *ipso facto* her, his, or their Membership in the Corporation terminates. An unassigned Architect Member or Associate Member shall be subject to all regulations and shall have the rights in the Corporation co-equal with those of a Member assigned to it, except that she, he, or they may not hold directorship in the Corporation, vote at any of its meetings on any matters affecting the Institute, nor represent its Members as delegate or otherwise at any meeting of the Institute.

2.1.3. The description, rights, and obligations of Honorary, Allied, Emeritus, Student, Non-Resident, and any other categories of Membership are to be described in the Chapter's Policies.

## 2.2 Voting Rights

2.2.1 Each Member entitled to vote with respect to the subject matter on an issue submitted to the Members shall be entitled to one vote upon each such issue.

2.2.2 Each Member entitled to vote at an election of Directors may cast one vote for as many persons as there are Directors to be elected and for whose election such Member has a right to vote.

## 2.3 Annual Meeting

The annual meeting of the Members shall be held in the fourth quarter of each calendar year on a date determined by the Board for the purpose of electing Directors and transacting such other business as may properly come before the meeting.

## 2.4 Special Meetings

The President, the Board, or no fewer than ten of the Members entitled to vote at such meeting, may call special meetings of the Members for any purpose.

## 2.5 Place of Meetings

All meetings of Members shall be held at the principal office of the Corporation or at such other place within or without the Commonwealth of Massachusetts designated by the President, the Board, by the Members entitled to call a meeting of Members, or by a waiver of notice signed by the majority of all Members entitled to vote at the meeting. Such signatures may be submitted electronically.

## 2.6 Notice of Meetings

The Secretary of the Board shall cause to be delivered to each Member entitled to vote at the meeting, either personally, by mail, or electronically, not fewer than ten days before the meeting, written notice stating the place, date, and time of the meeting and, in the case of a

special meeting, the purpose or purposes for which the meeting is called. At any time, upon the written or electronic request of not fewer than ten of the Members entitled to vote at the meeting, it shall be the duty of the Secretary to give notice of a special meeting of Members to be held at such date, time, and place as the Secretary may fix, not more than ten days after receipt of such written request, and if the Secretary shall neglect or refuse to issue such notice, the person or persons making the request may do so and may fix the date, time, and place for such meeting.

#### 2.7 Waiver of Notice

Whenever any notice is required to be given to any Member under the provisions of these Bylaws, the Articles of Incorporation, or applicable Massachusetts law, a waiver thereof in writing or electronically, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

#### 2.8 Quorum

Thirty of the Members of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of the Members. If less than a quorum of the Members entitled to vote is represented at a meeting, a majority of the Members so represented may adjourn the meeting from time to time without further notice.

#### 2.9 Manner of Acting

A majority of the votes entitled to be cast by the Members represented in person or by proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the Members, unless a greater proportion is required by applicable Massachusetts law, the Articles of Incorporation, or these Bylaws.

#### 2.10 Proxies

A Member may vote by proxy executed in writing by the Member or by her, his, or their attorney-in-fact. Such proxy shall be filed with the Secretary of the Board before or at the time of the meeting. A proxy shall become invalid eleven months after the date of its execution unless otherwise provided in the proxy. A proxy with respect to a specific meeting shall entitle the holder thereof to vote at any reconvened meeting following adjournment of such meeting but shall not be valid after the final adjournment thereof.

#### 2.11 Action by Members Without a Meeting

Any action which could be taken at a meeting of the Members may be taken without a meeting if a written consent setting forth the action so taken is signed in writing or electronically by a majority of Members entitled to vote with respect to the subject matter thereof. Any such consent shall be inserted in the minute book as if it were the minutes of a meeting of the Members.

#### 2.12 Meetings by Telephone or Other Electronic Media

Members of the Corporation may participate in a meeting of Members by means of a conference telephone or similar communications equipment through which all persons

participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting, though in-person attendance is encouraged when possible.

#### 2.13 Enrollment

Each Member and Associate Member shall be duly enrolled by the Secretary and notified of assignment or election.

#### 2.14 Dues

To maintain their good standing in the Chapter, all Members shall pay annual Chapter dues as established at the annual meeting of the Board and shall pay other such dues as specified by the Institute.

#### 2.15 Termination

The Board may ask the Institute to terminate the Membership of any AIA or Associate Member for unprofessional conduct, indebtedness, or other just cause. No Architect Member or Associate Member may resign when under charges or indebted to the Corporation. The Board may terminate the Membership of any individual, other than an Architect or Associate Member, for just cause.

### ARTICLE 3. BOARD OF DIRECTORS

#### 3.1 General Powers

The affairs of the Corporation shall be managed by a Board of Directors.

#### 3.2 Number and Qualifications

The Board shall consist of not fewer than three nor more than twenty Directors. The majority of the Board must be Assigned Architect Members of the Corporation. Associate Members shall make up no more than one-third or three Directors, whichever is greater. The Executive Director shall serve *ex officio* as a nonvoting Member.

#### 3.3 Election of Directors and Officers

Directors shall be elected in person, by mail, or electronically each year at the annual meeting of Members.

#### 3.4 Term of Office

Unless a Director dies, resigns, or is removed, she, he, or they shall hold office for three years or until her, his, or their successor is elected, whichever is later. Approximately one-third of the elected Directors shall stand for election each year. Each Director may serve a maximum of three consecutive terms.

#### 3.5 Annual Meeting

The annual meeting of the Board shall be held without notice immediately following and at the same place as the annual meeting of Members for the purposes of electing/ratifying officers

and transacting such business as may properly come before the meeting.

### 3.6 Regular Meetings

By resolution, the Board may specify the date, time, and place for the holding of regular meetings without other notice than such resolution.

### 3.7 Special Meetings

Special meetings of the Board or any committee designated and appointed by the Board may be called by the President or any two Directors, or, in the case of a committee meeting, by the chairman of the committee. The person or persons authorized to call special meetings may fix any place either within or without the Commonwealth of Massachusetts as the place for holding any special Board or committee meeting called by them.

### 3.8 Meetings by Telephone or Other Electronic Media

Members of the Board or any committee designated by the Board may participate in a meeting of such Board or committee by means of a conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at a meeting, though in-person attendance is encouraged when possible..

### 3.9 Place of Meetings

All meetings shall be held at the principal office of the Corporation or at such other place within or without the Commonwealth of Massachusetts designated by the Board, by any persons entitled to call a meeting, or by a waiver of notice signed in writing or electronically by all Directors.

### 3.10 Notice of Special Meetings

Notice of special Board or committee meetings shall be given to a Director in writing or by personal or electronic communication not fewer than ten days before the meeting. Notices in writing may be delivered or mailed, by post or electronically, to the Director at her, his, or their address shown on the records of the Corporation. Neither the business to be transacted nor the purpose of any special meeting need be specified in the notice of such meeting.

### 3.11 Waiver of Notice

Whenever any notice is required to be given to any Director under the provision of these Bylaws, the Articles of Incorporation, or applicable Massachusetts law, a waiver thereof in writing, signed in person or electronically by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted nor the purpose of any regular or special meeting of the Board need be specified in the waiver of notice of such meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

### 3.12 Quorum

A majority of the Directors in office shall constitute a quorum for the transaction of business at any Board meeting. If a quorum is not present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

### 3.13 Manner of Acting

The act of the majority of the Directors present at a meeting at which there is a quorum shall be the act of the Board, unless the vote of a greater number is required by these Bylaws, the Articles of Incorporation, or applicable Massachusetts law.

### 3.14 Presumption of Assent

A Director of the Corporation present at a Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless her, his, or their dissent or abstention is entered in the minutes of the meeting, or unless such Director files a written dissent or abstention to such action with the Secretary before the adjournment thereof, or forwards such dissent or abstention by registered mail to the Secretary of the Board immediately after the adjournment of the meeting. Such right to dissent or abstain shall not apply to a Director who voted in favor of such action.

### 3.15 Vote of Interested Directors

If a Director holds an ownership or investment interest or compensation agreement with any corporation, firm, or other entity with which the Corporation contemplates contracting or otherwise transacting business, the Director shall disclose her, his, or their interest or agreement to the other Directors acting upon or in reference to such transaction. No Director so interested shall vote on such transaction, but she, he, or they may be counted for purpose of determining a quorum. The affirmative vote of a majority of the disinterested Directors shall be required before the Corporation may enter into such transaction.

### 3.16 Action by Board Without a Meeting

Any action which could be taken at a meeting of the Board may be taken without a meeting if a written consent setting forth the action so taken is signed in writing or electronically by each of the Directors. Any such consent shall be inserted in the minute book as if it were the minutes of a Board meeting.

### 3.17 Resignation

Any Director may resign at any time by delivering notice, written or electronic, to the President or the Secretary or by giving oral or written notice at any meeting of the Directors. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

### 3.18 Removal

At a meeting of Members called expressly for that purpose, one or more Directors (including the entire Board) may be removed from office, with or without cause, by two-thirds of the

votes cast by Members then entitled to vote on the election of Directors represented in person or by proxy at a meeting of Members at which a quorum is present.

### 3.19 Vacancies

A vacancy in the position of Director may be filled by the affirmative vote of a majority of the remaining Directors. A Director who fills a vacancy shall serve for the unexpired term of her, his, or their predecessor in office.

### 3.20 Committees

#### 3.20.1 Standing or Temporary Committees

The Board, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more standing or temporary committees, each of which shall consist of two or more Directors. Additional committee Members need not be Members of the Board. Such committees shall have and exercise the authority of the Directors in the management of the Corporation, subject to such limitations as may be prescribed by the Board; except that no committee shall have the authority to: (a) amend, alter, or repeal these Bylaws; (b) elect, appoint, or remove any Member of any other committee or any Director or officer of the Corporation; (c) amend the Articles of Incorporation; (d) adopt a plan of merger or consolidation with another corporation; (e) authorize the sale, lease, or exchange of all or substantially all of the property and assets of the Corporation not in the ordinary course of business; (f) authorize the voluntary dissolution of the Corporation or revoke proceedings therefor; (g) adopt a plan for the distribution of the assets of the Corporation; or (h) amend, alter, or repeal any resolution of the Board which by its terms provides that it shall not be amended, altered, or repealed by a committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board or any individual Director of any responsibility imposed upon it, her, or him by law.

#### 3.20.2 Quorum; Manner of Acting

A majority of the number of Directors composing any committee shall constitute a quorum, and the act of a majority of the Members of a committee present at a meeting at which a quorum is present shall be the act of the committee.

#### 3.20.3 Resignation

Any Member of any committee may resign at any time by delivering written or electronic notice thereof to the President, the Secretary, or the chairperson of such committee, or by giving oral or written notice at any meeting of such committee. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

#### 3.20.4 Removal of Committee Member

The Board, by resolution adopted by a majority of the Directors in office, may remove

from office any Member of any committee elected or appointed by it.

### 3.21 Compensation

The Directors shall receive no compensation for their service as Directors but may receive reimbursement for expenditures incurred on behalf of the Corporation.

### 3.22 Indemnification

Except as provided below, the Corporation shall indemnify any Director against expenses, including attorney's fees, and against the amount of any judgment, money decree, fine, penalty, or settlement, provided the Board of Directors deems, in its sole discretion, the settlement to have been a reasonable one, necessarily paid or incurred by such person in connection with or arising out of any claim, or any civil or criminal action or other proceeding of whatever nature brought against such person by reason of being or having been such a Director or serving in a representative capacity. Such indemnification shall apply even though at the time of such claim, action, or proceeding such a person is no longer a Director or officer of the Corporation.

The foregoing indemnification shall be conditioned, however, upon the person seeking it, at all times and from time to time, (1) fully disclosing to any person designated by the Board of Directors all facts, events and occurrences which the Board of Directors in its sole discretion deems relevant to its decision to indemnify; and (2) fully cooperating with and assisting the Corporation and its counsel in any reasonable manner with respect to protecting or pursuing the Corporation's interests in any matter relating to the subject matter of the claim, action, or other proceeding for which indemnification is sought. No indemnification shall be provided for any person with respect to any matter as to which the Board determines that such person did not act in good faith in the reasonable belief that such person's action was in the best interests of the Corporation.

Expenses reasonably incurred in defending any claim, action, suit, or proceeding of the character described in the preceding paragraph may, if the Board so decides, be advanced by the Corporation prior to final disposition thereof upon receipt of an undertaking by the recipient to repay all such advances if it is ultimately determined by the Board that such person is not entitled to indemnification.

Notwithstanding the foregoing, the Corporation shall not provide indemnification for any former Director who, in the judgment of the Board, was in serious or repeated breach of her, his, or their duties as such Director. Any rights of indemnification hereunder shall not be exclusive, shall be in addition to any other right which a Director may have or obtain, and shall accrue to such person's estate. Any agent or employee of or for the Corporation may be indemnified in such manner as the Board decides.

## ARTICLE 4. OFFICERS

### 4.1 Number and Qualifications

The officers of the Corporation shall be a President, a Secretary, and a Treasurer, each of whom shall be an Assigned Member elected by the Board.

- (a) Except as otherwise provided in these by-laws, the terms of all elected officers other than the President and First Vice-President shall be three years and until their successors are qualified.
- (b) The terms for President, Past-President and First Vice-President shall be one year and shall begin at the conclusion of the BSA annual meeting held each year in early December.

#### 4.2 Election and Term of Office

Elections shall be by a majority of the whole number of those voting by written ballots as hereinafter described. Unless an officer dies, resigns, or is removed from office, she, he, or they shall hold office until the annual meeting of the Board three years hence or until her, his, or their successor is elected.

#### 4.3 Resignation

Any officer may resign at any time by delivering written or electronic notice to the President, the Secretary, or the Board, or by giving oral or written notice at any meeting of the Board. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

#### 4.4 Removal

Any officer or agent elected or appointed by the Board may be removed from office by a majority of the Board if in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

#### 4.5 Vacancies

A vacancy in any office created by the death, resignation, removal, disqualification, creation of a new office or any other cause may be filled by the Board for the unexpired portion of the term or for a new term established by the Board.

#### 4.6 President

The President shall be the chief executive officer of the Corporation, and, subject to the Board's control, shall supervise and control all the assets, business, and affairs of the Corporation. The President shall preside over meetings of the Members and the Board. The President may sign deeds, mortgages, bonds, contracts, or other instruments, except when the signing and execution thereof have been expressly delegated by the Board or by these Bylaws to some other officer or agent of the Corporation or are required by law to be otherwise signed or executed by some other officer or in some other manner. In general, the President shall perform all duties incident to the office of President and such other duties as are assigned to

her, him, or them by the Board from time to time.

#### 4.7 Secretary

The Secretary shall: (a) keep the minutes of meetings of the Members and the Board, and minutes which may be maintained by committees of the Board; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records of the Corporation; (d) keep records of the post office and electronic addresses and class of each Member and Director and of the name and post office and electronic address of each officer; (e) sign with the President, or other officer authorized by the President or the Board, deeds, mortgages, bonds, contracts, or other instruments; and (f) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to her, him, or them by the President or the Board. The Secretary may with approval of the Board delegate the performance of any or all of the duties as recording or corresponding secretary, (a), (b), (c), or (d) above.

#### 4.8 Treasurer

The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Corporation, and of its instruments and papers involving finances and financial commitments; shall receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in banks, trust companies, or other depositories selected in accordance with the provisions of these Bylaws, and shall make all disbursements thereof; shall prepare the budgets; shall conduct the correspondence relating to this office; and in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to her, him, or them by the President or the Board. With the approval of the Board she, he, or they may delegate the performance of duties relating to the preparation of budgets, collections and accounts, keeping records and correspondence, and the custody of any documents not stored in safety deposit vaults; she, he, or they shall not delegate custody of documents in vaults; nor authority to sign checks, financial instruments relating to loans, nor contracts exceeding \$50,000.00, to any person, except as specifically authorized by the Board. The Treasurer shall be bonded.

#### 4.9 Officers *pro tem*

In the absence of the President, Secretary, and/or Treasurer, the Board may elect from its Membership a President, a Secretary, and/or a Treasurer *pro tem*. Each thereof shall serve until the regularly elected officer is able to act and during such period shall perform the duties and exercise the power and authority of the office.

### ARTICLE 5. ADMINISTRATIVE PROVISIONS

#### 5.1 Books and Records

The Corporation shall keep at its principal or registered office copies of its current Articles of Incorporation and Bylaws; correct and adequate records of accounts and finances; minutes of the proceedings of its Members and Board, and any minutes which may be maintained by

committees of the Board; records of the name and post office and electronic address and class of each Member and Director, and of the name and post office and electronic address of each officer; and such other records as may be necessary or advisable. All books and records of the Corporation shall be open at any reasonable time to inspection by any Member of three months standing or to a representative of more than five percent of the Membership.

5.2 Accounting Year

The accounting year of the Corporation shall be the twelve months corresponding with the calendar year.

5.3 Rules of Procedure

The rules of procedure at meetings of the Board and committees of the Board shall be determined by the President and may not be inconsistent with these Bylaws, the Articles of Incorporation, or any resolution of the Board.

ARTICLE 6. AMENDMENTS

Section 1.

These by-laws may be amended by the Society, at any meeting, by a two-thirds affirmative vote of the Members present and voting provided thirty days of notice of the proposed amendment shall have been given to each Member. The Board, however, shall have the authority, to the extent permitted by law, to amend these by-laws when amendment is required to conform these by-laws to Institute by-laws, or applicable civil law. No amendment to these by-laws concerning Institute affairs shall be effective until approved by the Institute.

Section 2. Transition Policies

In the event of any amendment of these by-laws, the Board shall have the authority to adopt such policies as are reasonably necessary to provide for an orderly transition period, including when there is a modification to the composition, terms, and/or duties of the Board and its members.

As amended and adopted by the Board \_\_\_\_\_.

\_\_\_\_\_  
Secretary

## BSA FOUNDATION BYLAWS

### Article 1.

#### Definitions

Section 1.01 Name. The “Foundation” shall mean BSA Foundation, its successors and assigns.

Section 1.02 Board. The “Board” shall mean the Board of Trustees of the Foundation.

### Article 2.

#### Purposes, Objectives, and Governing Instruments

Section 2.01 Charitable, Scientific, and Educational Purposes and Powers. The purposes of the Foundation, as set forth in the Articles of Incorporation, are exclusively charitable, scientific, and educational within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future Federal tax law (“Section 501(c)(3)”). In furtherance of such purposes, the Foundation shall have the same powers as an individual to do all things necessary or convenient to carry out the purposes, as set forth in the Articles of Incorporation and these Bylaws. The specific purposes of the Foundation are 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, most particularly in support of the success and reputation of the Boston Society for Architecture, and to receive, hold, administer, and dispose of personal and real property as may be appropriate to carry out the purposes of the Foundation; 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.

Section 2.02 Governing Instruments. The Foundation shall be governed by its Articles of Incorporation and its Bylaws.

Section 2.03 Nondiscrimination Policy. The Foundation will not practice or permit any unlawful discrimination on the basis of race, color, religion, sex (including gender identity, sexual preference, and pregnancy), national origin, age, disability, genetic information, or any other basis prohibited by law.

Section 2.04 Limitations on Activities. No part of the activities of the Foundation shall consist of participating in, or intervening in, any political campaign on behalf of or in opposition to any candidate for public office, nor shall the Foundation operate a social club or carry on business

with the general public in a manner similar to an organization operated for profit. Notwithstanding any other provision of these Bylaws, the Foundation shall not carry on any activity not permitted to be carried on by a foundation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future federal tax law.

### Article 3.

#### Membership

The Foundation shall have no members. Any action or vote required or permitted by law shall be taken by action or vote of the Trustees. The Foundation may have friends or donors with no governing authority.

### Article 4.

#### Board

Section 4.01 Composition. The Board shall be the governing body of the Foundation and shall be composed of individuals committed to furthering the mission of the Foundation through visibility, outreach, and philanthropy.

Section 4.02 Annual Meeting. A meeting of the Board shall be held annually at such place, on such date and at such time as may be fixed by the Board, for the purpose of electing Trustees, receiving annual reports of the Board and Officers, and for the transaction of such other business as may be brought before the meeting.

Section 4.02 Number. The number of Trustees constituting the entire Board shall be fixed by the Board, but such number shall not be less than three (3) nor more than twenty (20), with the majority being non-architects. The Executive Director shall serve *ex officio* as a nonvoting member not counted in the number of Trustees.

Section 4.03 Election and Term of Office. Each Trustee shall hold office for three (3) years, until the next annual meeting of the Board and until such Trustee's successor has been elected and qualified, or until his or her death, resignation, or removal. Each Trustee may hold office for up to three (3) successive terms.

Section 4.04 Powers and Duties. Subject to the provisions of law, of the Certificate of Incorporation and of these Bylaws, but in furtherance and not in limitation of any rights and powers thereby conferred, the Board shall have the control and management of the affairs and operations of the Foundation and shall exercise all the powers that may be exercised by the Foundation.

Section 4.05 Additional Meetings. Regular meetings of the Board may be held at such times as the Board may from time to time determine. Special meetings of the Board may also be called at any time by the Chair or by a majority of the Trustees then in office.

Section 4.06 Notice of Meetings. No notice need be given of any annual or regular meeting of the Board. Notice of a special meeting of the Board shall be given by the Secretary, or in the case of death, absence, incapacity or refusal of the Secretary to act, the Chair or Trustees calling the Meeting, specifying the date, time, and place to each Trustee by mail, email, telephone, or word of mouth not less than forty-eight hours before the date set for such special meeting unless shorter notice is adequate under the circumstances. Whenever all the Trustees shall have waived notice of any meeting either before or after such meeting, such meeting shall be valid for all purposes. A Trustee who shall be present at any meeting and who shall not have protested, prior to the meeting or at its commencement, the lack of notice to her/him, shall be deemed to have waived notice of such meeting. In any case, any acts or proceedings taken at a Trustees' meeting not validly called or constituted may be made valid and fully effective by ratification at a subsequent Trustees' meeting that is legally and validly called. Except as otherwise provided herein, notice of any Trustees' meeting or any waiver thereof need not state the purpose of the meeting, and, at any Trustees' meeting duly held as provided in these Bylaws, any business within the legal province and authority of the Board may be transacted.

Section 4.07 Quorum. At any meeting of the Board, a majority of the Trustees then in office shall be necessary to constitute a quorum for the transaction of business. If a quorum is not present, a majority of the Trustees present may adjourn the meeting from time to time or to a later date and place, without notice other than announcement at such meeting, until a quorum shall be present.

Section 4.08 Voting. At all meetings of the Board, each Trustee shall have one vote. Every decision of the Board shall be a concurring majority vote of those Trustees present, unless otherwise required by these Bylaws or by law. If there is a tie in any vote, the Chair shall have an additional vote to be the tie-breaker.

Section 4.09 Action Without a Meeting. Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all members of the Board or any such committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the members of the Board or any such committee shall be filed with the minutes of the proceedings of the Board or such committee.

Section 4.10 Removal. Any Trustee may be removed, with or without cause, by vote of the Board provided there is a quorum of not less than a majority present at the meeting at which such action is taken.

Section 4.11 Resignation. Any Trustee may resign from office at any time by delivering a resignation in writing to the Board of Trustees, and the acceptance of the resignation, unless required by its terms, shall not be necessary to make the resignation effective.

Section 4.12 Vacancies. Any newly created directorships and any vacancy occurring on the Board arising at any time and from any cause may be filled by the vote of a majority of the Trustees then in office at any Trustees' meeting. A Trustee elected to fill a vacancy shall hold office for the unexpired term of his or her predecessor.

Section 4.13 Committees. The Board, by resolution adopted by a majority of the entire Board, may designate from among the Trustees an executive committee. The Board, by resolution adopted by a majority of the entire Board, also may designate other standing committees, consisting of Trustees and other interested community members, to serve at the pleasure of the Board, and each of which, to the extent provided in such resolution, shall have the authority of the Board. The Board may designate one or more Trustees as alternate members of any such committee, who may replace any absent member or members at any meeting of such committee.

Section 4.14 Participation by Telephone or Computer. Any one or more members of the Board or any committee thereof may participate in a meeting of the Board or such committee by means of a telephone, computer, or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

## Article 5.

### Officers

Section 5.01 Election and Qualifications; Term of Office. The Officers of the Foundation shall be a Chair, a Secretary, and a Treasurer. The Officers shall be elected by the Board at the annual meeting of the Board and each Officer shall hold office for a term of two years and until such Officer's successor has been elected or appointed and qualified, unless such Officer shall have resigned or shall have been removed as provided in Sections 8 and 9 of this Article 5. The same person may hold more than one office, except that the same person may not be both Chair and Secretary. The Board may appoint such other Officers as may be deemed desirable, including one or more Vice-Chairs, one or more Assistant Secretaries, and one or more Assistant Treasurers, each of whom, if any, shall have such powers and shall perform such duties as may from time to time be assigned by the Board. Such Officers shall serve for such period as the Board may designate.

Section 5.02 Vacancies. Any vacancy occurring in any office, whether because of death, resignation, or removal, with or without cause, or any other reason, shall be filled by the Board.

Section 5.03 Powers and Duties of the Chair. The Chair shall be the Chief Executive Officer of the Foundation. The Chair shall exercise general supervision of the Foundation's affairs, shall from time to time make such reports of the affairs and operations of the Foundation as the Board may direct, and shall preside at meetings of the Foundation, the Board, and the Executive Committee. The Chair shall have such other powers and shall perform such other duties as may from time to time be assigned to the Chair by the Board.

Section 5.04 Powers and Duties of the Secretary. The Secretary shall record and keep written minutes of all meetings of the Board, setting out the Trustees and other persons in attendance, the matters before the meeting and every action taken thereat. The Secretary shall be the custodian of, and shall make or cause to be made the proper entries in, the minutes file of the

Foundation's permanent records as required by law. The Secretary shall be the custodian of the seal of the Foundation and shall affix such seal to such contracts, instruments, and other documents as the Board or any committee thereof may direct. The Secretary shall have such other powers and shall perform such other duties as may from time to time be assigned to the Secretary by the Board.

Section 5.06 Powers and Duties of the Treasurer. The Treasurer shall be the chief financial officer (CFO) of the Foundation. S/he shall oversee its financial affairs and shall be custodian of all funds and securities of the Foundation. Whenever so directed by the Board, the Treasurer shall render a statement of the cash and other accounts of the Foundation, and the Treasurer shall cause to be entered regularly in the books and records of the Foundation to be kept for such purpose full and accurate accounts of the Foundation's receipts and disbursements. The Treasurer shall at all reasonable times exhibit the books and accounts to any Trustee upon request. The Treasurer shall have such other powers and shall perform such other duties as may from time to time be assigned to the Treasurer by the Board.

Section 5.07 Delegation. In case of the absence of any Officer of the Foundation, or for any other reason that the Board may deem sufficient, the Board may at any time and from time to time delegate all or any part of the powers or duties of any Officer to any other Officer or to any Trustee or Trustees.

Section 5.08 Removal. Any Officer may be removed from office at any time, with or without cause, by a vote of a majority of the Trustees then in office at any meeting of the Board.

Section 5.09 Resignation. Any Officer may resign his or her office at any time, such resignation to be made in writing and to take effect immediately without acceptance by the Foundation.

## Article 6.

### Bank Accounts, Checks, Contracts, and Investments

Section 6.01 Bank Accounts, Checks, and Notes. The Board is authorized to select the banks or depositories it deems proper for the funds of the Foundation. The Board shall determine who shall be authorized from time to time on the Foundation's behalf to sign checks, drafts or other orders for the payment of money, acceptances, notes, or other evidences of indebtedness.

Section 6.02 Contracts. The Board may authorize any Officer or Officers, agent or agents, in addition to those specified in these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Foundation, and such authority may be general or confined to specific instances. Unless so authorized by the Board, no Officer, agent or employee shall have any power or authority to bind the Foundation by any contract or engagement or to pledge its credit or render it liable for any purpose or to any amount.

Section 6.03 Investments. The funds of the Foundation may be retained in whole or in part in cash or be invested and reinvested from time to time in such property, real, personal or

otherwise, or stocks, bonds or other securities, as the Board may deem desirable.

## Article 7.

### Indemnification

Section 7.01 Indemnity Under Law. The Foundation shall indemnify and advance the expenses of each person to the full extent permitted by law.

Section 7.02 Additional Indemnification.

a) The Foundation hereby agrees to hold harmless and indemnify each of its Trustees, Officers, employees and agents (the "Indemnitee") from and against, and to reimburse the Indemnitee for, any and all judgments, fines, liabilities, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred, as a result of or in connection with any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, other than one by or in the right of the Foundation to procure a judgment in its favor, including an action, suit, or proceeding by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan, or other enterprise for which the Indemnitee served in any capacity at the request of the Foundation, to which the Indemnitee is, was or at any time becomes a party, or is threatened to be made a party, or as a result of or in connection with any appeal therein, by reason of the fact that the Indemnitee is, was or at any time becomes a Trustee or Officer of the Foundation, or is or was serving or at any time serves such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, whether arising out of any breach of the Indemnitee's fiduciary duty as a Trustee, Officer, employee, or agent of such other corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise under any state or federal law or otherwise; provided, however, that no indemnity pursuant to this Section 2 shall be paid by the Foundation (i) if a judgment or other final adjudication adverse to the Indemnitee establishes that the Indemnitee's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that the Indemnitee personally gained in fact a financial profit or other advantage to which the Indemnitee was not legally entitled; or (ii) if a final judgment by a court having jurisdiction in the matter shall determine that such indemnification is not lawful. The termination of any such civil or criminal action or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create any presumption that the Indemnitee acted in bad faith and/or was dishonest.

b) The obligation of the Foundation to indemnify contained herein shall continue during the period the Indemnitee serves as a Trustee, Officer, employee or agent of the Foundation and shall continue thereafter so long as the Indemnitee shall be subject to any possible claim or threatened, pending or completed action, suit or proceeding,

whether civil, criminal, administrative or investigative, by reason of the fact that the Indemnitee was a Trustee or Officer of the Foundation or served at the request of the Foundation in any capacity for any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

c) Promptly after receipt by the Indemnitee of notice of the commencement of any action, suit or proceeding, the Indemnitee will, if a claim in respect thereof is to be made against the Foundation under this Section 2, notify the Foundation of the commencement thereof; but the omission so to notify the Foundation will not relieve it from any liability which it may have to the Indemnitee otherwise than under this Section 2. With respect to any such action, suit or proceeding as to which the Indemnitee notifies the Foundation of the commencement thereof:

i) The Foundation will be entitled to participate therein at its own expense; and,

ii) Except as otherwise provided in the last sentence of this subpart ii, to the extent that it may wish, the Foundation jointly with any other indemnifying party similarly notified will be entitled to assume the defense thereof, with counsel satisfactory to the Indemnitee. After notice from the Foundation to the Indemnitee of its election so to assume the defense thereof, the Foundation will not be liable to the Indemnitee under this Section 2 for any legal or other expenses subsequently incurred by the Indemnitee in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided in the last sentence of this subpart ii. The Indemnitee shall have the right to employ his or her own counsel in such action, suit or proceeding but the fees and expenses of such counsel incurred after notice from the Foundation of its assumption of the defense thereof shall be at the expense of the Indemnitee unless (A) the employment of counsel by the Indemnitee has been authorized by the Foundation in connection with the defense of such action, (B) the Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Foundation and the Indemnitee in the conduct of the defense of such action, or (C) the Foundation shall not in fact have employed counsel to assume the defense of such action, in each of which cases the fees and expenses of counsel for the Indemnitee shall be borne by the Foundation (it being understood, however, that the Foundation shall not be liable for the expenses of more than one counsel for the Indemnitee in connection with any action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances). The Foundation shall not be entitled to assume the defense of any action, suit or proceeding brought by or on behalf of the Foundation or as to which the Indemnitee shall have made the conclusion provided for in clause (B) of the preceding sentence of this subpart ii.

iii) Anything in this Section 2 to the contrary notwithstanding, the Foundation

shall not be liable to indemnify the Indemnitee under this Section 2 for any amounts paid in settlement of any action or claim effected without its written consent. The Foundation shall not settle any action or claim in any manner which would impose any penalty or limitation on the Indemnitee without the Indemnitee's written consent. Neither the Foundation nor any such person will unreasonably withhold their consent to any proposed settlement.

d) In the event of any threatened or pending action, suit or proceeding which may give rise to a right of indemnification from the Foundation to the Indemnitee pursuant to this Section 2, the Foundation shall pay, on demand, in advance of the final disposition thereof, expenses incurred by the Indemnitee in defending such action, suit or proceeding, other than those expenses for which the Indemnitee is not entitled to indemnification pursuant to clause (ii) of the proviso to part (a) of this Section 2 or part (b) of this Section 2. The Foundation shall make such payments upon receipt of (1) a written request made by the Indemnitee for payment of such expenses, (ii) an undertaking by or on behalf of the Indemnitee to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Foundation hereunder, and (iii) evidence satisfactory to the Foundation as to the amount of such expenses. The Indemnitee's written certification together with a copy of the statement paid or to be paid by the Indemnitee shall constitute satisfactory evidence as to the amount of such expenses.

e) The rights to indemnification and advancement of expenses granted to the Indemnitee under this Section 2 shall not be deemed exclusive, or in limitation of any other rights to which the Indemnitee may now or hereafter be entitled under the Foundation's Certificate of Incorporation or otherwise under the Foundation's Bylaws, as now in effect or as hereafter amended, any agreement, any vote of members or Trustees, any applicable law, or otherwise.

Section 7.02 Limitation. No amendment, modification or rescission of this Article VII shall be effective to limit any person's right to indemnification with respect to any alleged cause of action that accrues or other incident or matter that occurs prior to the date on which such modification, amendment or rescission is adopted.

#### Article 8.

#### Dissolution

The Foundation may be dissolved only upon adoption of a plan of dissolution and distribution of assets by the Board that is consistent with the Certificate of Incorporation and with Commonwealth law.

Article 9.

Amendments

These Bylaws may be altered, amended, added to, or repealed at any meeting of the Board called for that purpose by the vote of two-thirds of the Trustees then in office.

Article 10.

Construction

In the case of any conflict between the Certificate of Incorporation of the Foundation and these Bylaws, the Certificate of Incorporation of the Foundation shall control.

These Bylaws were adopted at a meeting of the Board of Trustees of BSA Foundation on \_\_\_\_\_, 2020.

\_\_\_\_\_  
**Name**  
Chair

\_\_\_\_\_  
**Name**  
Secretary

\_\_\_\_\_  
**Name**  
Treasurer

## BOSTON SOCIETY OF ARCHITECTS STATEMENT OF POLICY PRINCIPLES

### Introduction

Public policy advocacy reflects our core values as architects. As professionals, we have a duty to behave in a thoughtful way. We are supposed to put the interests of our clients ahead of our own interests – but most of all, we are supposed to put the interests of the public ahead of both. The BSA’s Constitution underscores these fundamental values; our organization exists “to promote the artistic, scientific and administrative competence of the profession; to encourage civic, educational and cultural activities; to forward the objects of the American Institute of Architects and to urge adherence to its ethical standards.”

The AIA code of ethics identifies certain key responsibilities for our public role:

- To respect and conserve our natural and cultural heritage, and strive to improve the environment and the quality of life within it [Ethical Standard 1.3].
- To uphold human rights in all of our professional endeavors [Ethical Standard 1.4].
- To use our professional knowledge and skill to design buildings and spaces that enhance human dignity and the public health, safety, and welfare [Ethical Standard 1.5].
- To act as stewards of the earth, by promoting sustainable design and development principles [Canon VI].

The need for clarity about our policy principles and agenda is especially pressing today. Major policy issues are facing the nation, Massachusetts, and Greater Boston. These include the implementation of Imagine Boston 2030 and Climate Ready Boston; and working on laws, regulations, and policies that will maintain Massachusetts’ role as a national leader in climate change, affordable housing, mass transit, social equity, and other issues critical to our buildings and communities.

The following policy principles represent and articulate the BSA’s positions and goals. They draw upon a range of documents, including the “Weave” (BSA / Foundation Strategic Plan), the Civic Task Force Statement of Principles, and consultation with current and past presidents, committee chairs, the executive director, and many other BSA members. They are intended to:

- Help the BSA become a more effective advocacy organization, so the outside world knows what we stand for.
- Provide clarity to BSA officers, board members, committee chairs, and staff in representing our positions. This will foster both continuity and innovation from year to year; as new leaders come on board, they will get the chance to revisit and reaffirm the principles, and set the next year’s agenda.

- Prioritize the use of BSA resources, and help the BSA coordinate more effectively with its partners – the Foundation and AIA-Massachusetts.
- Provide understanding and “ownership” among BSA members about our advocacy and civic engagement work: what we stand for, and what we have accomplished.

### **BSA policy principles**

Two over-arching principles inform all of the BSA’s policy and advocacy activities:

1. **Design Excellence.** Common principles of excellent design include: a strong relationship to landscape and context; enlivening open spaces; details and materials that bring designs to life and scale them to the human body; and interiors shaped by the uses they accommodate and connecting to the surrounding community. Design excellence broadens our perceptions of personal and social possibilities, and it inspires our thinking about the world around us.
2. **Social Cohesion and Equity.** Our work aims to build communities that address needs for social cohesion and equity. It is clear how profoundly the built environment shapes the inequities we see throughout the region. Planning and design can help communities make informed choices that address those inequities. Design excellence in the service of social cohesion and equity creates flourishing spaces and flourishing people.

Informed by these over-arching principles, we commit to using our professional knowledge and skill to address the following challenges:

3. **Environment and Climate Change:** Meet the challenges of environmental degradation and global climate change, and radically reduce and ultimately eliminate the carbon emissions associated with building construction and operation.
4. **Resiliency:** Plan and design for environmental resiliency, especially the risks of flooding caused by climate change and sea level rise that threaten all coastal communities in greater Boston.
5. **Housing:** Increase housing supply and reduce housing costs in greater Boston, especially at affordable levels, and thereby address inequality and strengthen our region’s economic future.
6. **City and regional planning:** Participate in replanning the physical form of the Greater Boston region for economic and social changes in the next 10 - 30 years, with emphasis on jobs housing, transportation, education, and the civic realm.
7. **Improving practice:** Help architects and firms navigate the changing nature of practice; remedy patterns of racial and gender inequality within the profession; and expand public interest / pro bono design services.

## **Implementation**

Each year the incoming VP / President-elect, working with the VP for Advocacy and a small task force, will (1) review, update, and reaffirm the BSA's policy principles, (2) review progress against the previous year's policy agenda, and (3) define the BSA's policy agenda for the following year. This will institutionalize the tradition of the BSA's "president's agenda," so that each agenda will have a continuing vitality, and it will embed that agenda within the organization's articulated policies.

The reviewed and confirmed policy principles and annual agenda will be submitted to the BSA Board for review and approval in the fall, to provide guidance for the incoming officers and board in the following year. The VP / President-elect and the VP for Advocacy will also be charged with coordinating the BSA's policy agenda with the agenda for the Foundation and the annual advocacy agenda of AIA-Massachusetts. There are three areas of activity in which public policy is put into action by the BSA and its partners, the Foundation and AIA-Massachusetts.

- **Advocacy:** Advocating for changes in government laws, regulations, programs, and policies, consistent with our core ethical values, within the nation, the state, and Greater Boston. ***BSA is the lead organization within Greater Boston; AIA-Mass is the lead organization state-wide, with the BSA playing a supportive role.***
- **Civic Engagement:** Convening groups, panels, talks, and competitions that show how design thinking can address the challenges facing the Greater Boston region. ***BSA and Foundation are the joint lead organizations.***
- **Community Projects:** Carrying out hands-on projects, charrettes, and workshops that apply design resources to assist the neighborhoods and communities of Greater Boston. ***Foundation is the lead organization, with the BSA playing a supportive role.***

During the course of each following year, the President, the VP for Advocacy, and the Executive Director will periodically evaluate the BSA's progress toward that year's policy agenda, and report to the Board.

*Adopted by the BSA Board of Directors, November 16, 2017*

## Mission

The BSA inspires and empowers architects, in partnership with communities, to improve society and transform the world.

## Vision

The BSA brings together architects, communities and interdisciplinary experts to create built environment solutions to the climate and equity crisis.

**Problems:** Climate change and systemic inequity are the greatest threats to the health and well-being of our planet, communities, and future generations.

**Climate** - Buildings account for nearly 70% of carbon emissions in our urban centers today and continue to be significant causes of greenhouse gas emissions, environmental degradation, and resource consumption.

**Equity** - The field of architecture has taken actions that have exacerbated inequality by contributing to a range of decisions including those related to gentrification, redlining, zoning, location of services, and proximity of housing to transportation -- that have reinforced opportunities for the advantaged at the exclusion of others.

**Diversity** - The architectural profession and leadership does not reflect the broader community it serves with licensed architects nationally only being 23% women, 11% Latino, 2% African American, and 0.5% Native American.

## Meeting the Challenges

Architecture's influence on these challenges presents a unique opportunity to create a radically more prosperous, healthy future for all. The BSA has adopted the AIA 2021-25 Strategic Plan and works to achieve the goals over the next five years by focusing on two areas: strengthening the architectural profession and launching an "action laboratory" that catalyzes equitable transformation of communities and people's daily lives.

### Advance Architecture

Provide education, advocacy, and networking services to empower architects to do their best work and continue building a strong architectural profession that is necessary to address the equity and climate crises.

### BSA "Action Laboratory"

Develop, apply and share actionable and replicable design solutions creating equitable, just, and environmentally healthy communities that serve as global models.

**A Bright Future:** The outcome of these efforts will be a vibrant architectural profession working in partnerships with community leaders to lift up creative, community-connected designs that solve climate and equity problems. Within five years, the BSA will provide nimble and relevant solutions to the urgent issues of our day including:

Giving architects, the building industry, and community members models and tools to:

- design net zero energy, environmentally healthy buildings;
- build socially equitable and just environments; and
- create pathways to increase racial, gender and other diversity and equity within the profession. (NOMA goal is to double the number of black architects by 2030).

## Taking on the Challenges: BSA “Action Laboratory” Leads on Climate and Equity

The BSA is committed to transforming architecture’s impact on equity and climate by creating an “action laboratory” or platform for fertilizing creativity and providing solutions to climate and equity issues. This “lab” will be dynamic. Work will be conducted under the BSA roof, at firms, and remotely, but many of the efforts will be undertaken in communities enabling architects to work closely with professionals from other disciplines and in collaboration with local stakeholders, to generate and implement ideas. The laboratory will include:

**Paid Fellowships/Sabbaticals:** Ten to fifteen individuals will be selected each year to serve as BSA Fellows, either addressing issues prioritized by the BSA or tackling problems they have identified. Fellows will be funded for three months to two years to work directly in communities and with leaders from government, academia, and companies to generate applicable pathways and may reapply to continue their work. Given the urgency of climate and equity imperatives, ideas must be readily actionable and widely applicable. Throughout the fellowship’s tenure, Fellows will share their learnings and address relevant challenges with the architectural community to strengthen solutions and stimulate creativity in the field.

**Spaces for Experimentation:** The BSA will provide ongoing opportunities for Fellows and the design community to experiment with potential equity and climate pathways. These programs include:

**BSA Community + Collaborative Design**, which links community partners with architects and other spatial designers to generate good design and help community partners create spaces that address the crises of inequity, injustice and climate change.

**Competitions & Urban Design Workshops** that challenge design teams to offer early design thinking about major urban design initiatives.

**Civic & Community Leadership Center** is a new initiative providing civic, policy and community leaders with design tools and access to architects to support the transformation of communities through design.

**Resource/Idea Hub:** The BSA will serve as the curator of research, ideas, projects and resources to help architects advance their thinking on climate and equity. Information will be delivered through relevant channels including: “TED” style videos, symposia, education programming, exhibitions, and digital, video and streaming resources. This hub will serve as a dynamic, generative “do” or action-think tank.

**Collaboration – Making it Real:** The BSA will engage three-to-five leading entities as core partners to advance widespread adoption of promising ideas. These partners might include a university, public agency, community organization, and/or policy organization, and will serve as the engine to ensure that ideas gain traction, champion necessary policies, and convene multidisciplinary teams to empower necessary action. In addition, the BSA will engage many other partners to advance specific plans, programs and ideas.

## Advancing Architecture

Championing the profession and empowering architects to do their best work has always been at the heart of the BSA's mission and it will remain so. A strong, thriving architectural profession is essential to building healthy, resilient, equitable and just communities. The BSA also advocates for excellence and beauty in both architecture and its process, as well as a prosperous and thriving profession. As a membership organization, the BSA's first priority is to provide architects, design and building industry professionals with the tools and support necessary to be creative, viable and successful. To do this, the BSA:

**Provides every member access to core services** advancing fundamental design, building and business knowledge necessary for success. These services include:

**Education** through the 40+ Knowledge Communities (KCs) offering monthly education and networking for professionals at all stages in their career. The BSA will continue to enhance and share resources and direction to support and strengthen the KCs' capacity.

**Access** to core service channels from the AIA, other AIA chapters, and partner organizations. Architects can learn much from others without the BSA needing to duplicate work, and the BSA serves as a conduit between the BSA community and others.

**Celebrates excellence, ideas, and accomplishments** applauds the field's creativity, processes, efforts and results through:

**Awards** in service of equity, climate, and architecture honoring both process and product;

**Events** that bring the community together for advancing excellence, celebrating architecture and beauty, while providing the community with fun.

**Advocates** on behalf of the profession and in support of the health, safety, and welfare of the communities architects design. The BSA actively promotes the roles architects, architecture and design play in driving positive change.

**Provides every member access to the Fellows and lab programs** advancing and deepening their knowledge and understanding to apply advanced knowledge and skill to building healthy, equitable, just, sustainable, resilient and beautiful communities.

## Who Speaks for the BSA?

### A Policy Statement

#### **Overview**

The executive leadership of the BSA is structured as a collaborative relationship between the annually elected President and the continuing Executive Director, both of them acting within the policy framework established by the BSA Board. Every year this relationship changes with the installation of a new President who brings fresh perspective to an organization with an ongoing program of strategic objectives and business goals, which the Executive Director is charged with implementing.

As the two primary spokespersons for the BSA, the President and Executive Director must collaborate so that the interests of the BSA membership are consistently and ethically communicated. A strict division of communication responsibilities would not serve this end; rather, each individual must consider the issue(s) and work with the other, and with the directors and Knowledge Community chairs who may also be dealing with the issue, to achieve the most effective approach.

The communication domain of the President will ordinarily include serving as the voice of the BSA to public audiences on matters of professional practice, especially to advance vital issues that affect the profession and/or the built environment. Because the BSA Board comprises the elected representatives of the membership, the President should generally represent the position of the Board as regards the membership when it is appropriate to do so.

The communication domain of the Executive Director will ordinarily include: serving as the primary media contact, either responding directly where the Board has determined a position, or connecting the media to the President or another appropriate spokesperson; and serving as the primary spokesperson for issues relating to ongoing BSA business operations and implementation of Board-determined strategies.

In addition to the President and the Executive Director, Board members and other officers, Knowledge Community chairs and members, BSA nominees/appointees to other bodies, and BSA staff members, all represent the BSA in numerous informal and formal capacities.

From time to time, any one of us – the President or another officer, a director, a Knowledge Community chair or member, the Executive Director, or BSA staff may be asked by virtue of his or her position to speak for the BSA on matters ranging from design to public policy to the BSA's membership activities. It is expected that each BSA member will be an articulate, forceful voice for the profession and the Communities we serve as each of us draws on the strength of personal convictions, training, experience and insights.

Of course, BSA members are urged to cherish the right to free expression by employing, it by speaking out whenever appropriate as citizens and professionals. This BSA policy statement is meant only to clarify how BSA institutional points of view may be expressed.

## **Policy**

None of us speaks formally for the BSA unless so empowered by the Board of Directors. To speak for the BSA, to represent "the BSA's position" to the public, or to obligate or commit the BSA to undertake certain actions, we must secure Board endorsement and be delegated by the Board to speak on its behalf. This does not mean that every such statement requires express Board authorization. When the BSA has previously taken a position on an issue, Board authorization would not typically be required for statements by the President, the Executive Director, or the relevant Board member or Knowledge Community chair under whose purview the issue falls, unless there is a change from the BSA's previous position.

If time does not permit seeking Board endorsement of a new or changed point of view any one of us wishes to express, and that is subject to this policy, we then are required to be clear about whom we represent ("I'm speaking as chair of the Urban Design Committee" or "I'm speaking as an individual architect", etc.). It is worth noting that Knowledge Community members do not speak for their Knowledge Communities unless empowered to do so by the appropriate Knowledge Community chairs.

In applying this policy, special care should be given to situations in which there is a higher expectation that a person could be understood to speak formally on behalf the BSA. This would include statements made "on the record" to newspapers, radio, and television stations; to written comments submitted to government agencies; and to other documents that may be widely disseminated through the internet and other electronic media. Conversely, comments made in conferences, panel discussions, and the like, would not typically be subject to the same expectation.

*The BSA board adopted this policy on November 9, 1984, reaffirmed it on September 8, 1994, and revised and reaffirmed it on September 2, 2010.*



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AIA Strategic Plan  
2021-2025



# Forward

Strategic Plan 2021–2025

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The American Institute of Architects, the profession, and the world we live in are at a crossroads. What we do now will define the future.

Over the course of 18 months, the Strategic Planning Committee interviewed and surveyed hundreds of people, members and non-members alike. What we heard is remarkable and consistent: Now is the time for real change and revolutionary thinking. For turning conversations and ideas into bold action in how we prepare for and shape the future of AIA and architecture.

This means an AIA and a profession that emphasize:

**Climate action.** To deliver real action to help mitigate climate change.

**Justice and equity.** To ensure equity in the profession, in our communities, and for all who inhabit the built environment we design.

**The role of the architect.** To help society recognize the value of their work in addressing the world’s most pressing challenges.

**Research and technology.** To recognize that our unique knowledge defines who we are and what we do, and that innovation allows us to create a better world.

**Architectural Education.** To better prepare architects for the future and to include a true cross-section of society.

They also reminded us that we cannot do this alone, that we need to:

**Create a bigger tent.** Collaborate with those who realize the power of design to solve problems.

**Focus selectively on issues that really matter.** Mobilize our resources, educate, and prepare architects while refocusing activities that are not part of our core values.

**Prepare a new generation.** Ensure today’s emerging professionals are equipped with the tools and knowledge to lead the industry forward.

This Strategic Plan includes groundbreaking ideas; however, ideas alone are not enough. True change will come only through strategic action.

Brian J. Frickie, AIA  
Chair, Strategic Planning Committee 2019–2020

**The American Institute of Architects**

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## The future we envision

It is 2030, and we have met the seemingly insurmountable climate crisis with courageous, creative, and decisive action. People everywhere are united under a common pledge to create an equitable, resilient, regenerative, and carbon-free future.

At the heart of this movement, AIA has energized a global community of professionals to leverage their knowledge and activism to enact positive change through design.

AIA is widely recognized for its commitment to excellence in the education and leadership development of design professionals. Architects have become leaders in our communities, bringing innovative yet practical solutions to the challenges we face. We foster diversity and inclusion in the profession.

AIA has become a catalyst for change, for bold action that develops and delivers solutions to society's most pressing needs. Architects are positioned at the center of policy discussions surrounding the built environment.

AIA has convened broad coalitions to collaborate on solutions. We have generated, curated, and disseminated knowledge that magnifies the transformative impact of design. We have mobilized our members to meet challenges with decisive action.

AIA and allied organizational partners generate unity and accelerate progress in the design and construction industry.

AIA is at the center of the world's most urgent conversations and is acknowledged as the driving force inspiring and empowering architects to improve society and change the world.

# AIA Strategic Plan 2021–2025

## Introduction

The American Institute of Architects will deliver profound change through this strategic plan: for our members, our profession, our communities, and our planet.

Key principles and guiding assumptions that informed the development of this plan include:

**Urgency.** The global climate crisis requires immediate, bold action to bring about meaningful change. Underpinned by AIA’s recent Big Move Toward Environmental Stewardship, the strategic plan amplifies this call to action for our members to redouble our efforts to develop solutions that will address the existential challenge of our time.

**Alignment.** The principal activities of AIA should be coordinated, focused, and deliberate. We will use our capabilities, scale, and structure to bring new levels of efficiency and impact to our work.

**Collaboration.** The role of the architect is changing dramatically. To realize our full potential as professionals and as an Institute, it is essential that architects collaborate: within firms, in professional relationships, and in communities. AIA will provide leadership to engage a broad network of professionals and community leaders to develop solutions.

## Mission

AIA inspires and empowers architects to improve society and transform the world.

## Vision

Drive positive change through the power of design and focused activism.

## Core values

**Impactful.** What we do matters and is relevant to our clients and to society.

**Transformative.** We work for profound, lasting, positive change in the profession and in society.

**Visionary.** We imagine a better future, and act courageously and confidently to achieve it.

**Equitable and inclusive.** We believe architecture is for everyone, and we model deep collaboration and inclusion in all we do.

**Innovative.** We lead with creativity and insight.

### Goals

- Climate action for human and ecological health
- Advance racial, ethnic, and gender equity

### Strategies

**Mobilize for impact:** Focus and align programs, services, structures, and resources to develop innovative solutions to the world’s most pressing challenges.

**Educate and prepare:** Equip members for success by transforming architecture education, expanding access to the profession, cultivating a learning culture, and developing leadership.

**Advance knowledge:** Knowledge is our currency. Generate, curate, and disseminate knowledge required for success.

**Broaden the tent:** Collaborate with design, construction, and community stakeholders. Organize and activate grassroots advocates.

### Imperatives

**Emphasize climate action:** Build impact by focusing on climate action and positioning architects as community leaders to drive widescale adoption of practical design solutions that will rapidly address and mitigate the impacts of climate change. [Learn more >](#)

**Emphasize justice:** Work to eradicate racial and gender inequity within the built environment and profession, and dismantle barriers within the AIA to better reflect the society we serve. [Learn more >](#)

**Catalyze equity:** Foster equity and a sense of belonging within the profession, and advance the health, safety, and welfare of our communities through design and advocacy for lasting solutions in our built environments. [Learn more >](#)

**Optimize the role of the architect:** Optimize architects’ presence and impact by equipping and preparing them to serve as conveners, collaborators, civic leaders, and change agents in developing and delivering solutions to society’s most pressing needs. [Learn more >](#)

**Revolutionize research and technology:** Leverage emerging technologies and social science to accelerate architecture’s progression to a knowledge-driven discipline and evidence-based, transformative solutions. Harness an intra/entrepreneurial start-up mentality to foster rapid innovation. [Learn more >](#)

**Revolutionize architectural education:** Make architectural education more responsive to emerging trends, more inclusive of underserved audiences, and more oriented toward the future role of the architect. [Learn more >](#)



# AIA Strategic Plan 2021-2025

## MISSION

Inspire and empower architects to improve society and transform the world.

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## VISION

Drive positive change through the power of design and focused activism.

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## CORE VALUES

Impactful, transformative, visionary, equitable, inclusive, innovative

- GOALS**
- Climate action for human and ecological health
  - Advance racial, ethnic, and gender equity

## Strategies

### MOBILIZE FOR IMPACT

Focus and align programs, services, structures, and resources to develop innovative solutions to the world's most pressing challenges.

### EDUCATE AND PREPARE

Equip members for success: Transform architecture education, expand access to the profession, cultivate a learning culture, and develop leadership.

### ADVANCE KNOWLEDGE

Knowledge is our currency. Generate, curate, and disseminate knowledge required for success.

### BROADEN THE TENT

Collaborate with design, construction, and community stakeholders. Organize and activate grassroots advocates.

## Imperatives

### EMPHASIZE

**Climate action:** Build impact by focusing on climate action and positioning architects as community leaders to drive widescale adoption of practical design solutions that will rapidly address and mitigate the impacts of climate change.

**Justice:** Work to eradicate racial and gender inequity within the built environment and profession, and dismantle barriers within the AIA, to better reflect the society we serve.

### OPTIMIZE

**Role of the architect:** Optimize architects' presence and impact by equipping and preparing them to serve as conveners, collaborators, civic leaders, and change agents in developing and delivering solutions to society's most pressing needs.

### CATALYZE

**Equity:** Foster equity, diversity, and a sense of belonging within the profession, and advance the health, safety and welfare of our communities through design and advocacy for lasting solutions in our built environments.

### REVOLUTIONIZE

**Research and technology:** Leverage emerging technologies and social science to accelerate architecture's progression to a knowledge-driven discipline and evidence-based, transformative solutions. Harness an intra/entrepreneurial start-up mentality to foster rapid innovation.

**Architectural education:** Make architectural education more responsive to emerging trends, more inclusive of underserved audiences, and more oriented toward the future role of the architect.

## Acknowledgements

### **AIA Strategic Planning Committee members**

Scott Busby, AIA (AIA Strategic Council)

Jeffrey Butts, Assoc. AIA (AIA National Associates Committee)

Brian Frickie, AIA (Chair)

Brenden Frederick, AIA, LEED AP (AIA Strategic Council)

Jane Frederick, FAIA (2020 AIA President)

Daniel Hart, FAIA (AIA Board of Directors)

Timothy Hawk, FAIA (AIA Board of Directors)

Julie Hiramoto, AIA (AIA Committee on the Environment)

Hugh Hochberg, Assoc. AIA (Industry-at-Large)

Nathaniel Hudson, AIA (AIA Strategic Council)

Jana Itzen, AIA (Vice Chair, AIA Strategic Council)

Danielle McDonough, AIA, LEED AP (AIA Strategic Council)

Jessica O’Donnell, AIA (AIA Young Architects Forum)

Lisa Richmond (CACE)

Pascale Sablan, AIA, NOMA, LEED AP (Equity, Diversity and Inclusion)

Gail Thomas, Hon. AIA (Public)

### **AIA staff & consultants**

Kelseagh Burdis, McKinley Advisors

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Matt Williams, Brand Federation

Kimberly Yoho, CAE, Director, Practice & Professional Resources

Jay Younger, FASAE, McKinley Advisors

## **AMENDED AND RESTATED COLLABORATION AGREEMENT**

This Amended and Restated Collaboration Agreement (this “Agreement”) effective as of \_\_\_\_\_ 2019 (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.” This Agreement amends and restates in its entirety the Collaboration Agreement executed by the Parties as of May 7, 2015 (the “Original Agreement”).

### **BACKGROUND**

- A. The Foundation works to make Boston a model of a resilient, equitable and architecturally vibrant city and region. The Foundation shares an appreciation for the built environment with the BSA and the public, and it 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 over 4,000 architects, associate members and building industry affiliates. The BSA is committed to professional development for its members, advocacy on behalf of great design, and, through support of the Foundation, 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. Since the execution of the Original Agreement in 2015, the BSA and Foundation boards and staff have successfully addressed the logistical, programmatic and legal considerations involved in the ongoing 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 that have been created by collaboration between the BSA and Foundation, the Parties agree to continue this 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 their continuing 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 employ 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 Joint Strategic Collaboration Committee will serve as an advisory committee to the BSA and Foundation boards. The BSA/Foundation Joint Strategic Collaboration Committee shall consist of the then-current members of the Executive Committees of each of the BSA and the Foundation boards and the BSA/Foundation Board Liaison. The Executive Director of the BSA and the Foundation shall be an *ex officio* member of the committee. The BSA/Foundation Joint 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. Upon the approval of both boards, the composition of the BSA/Foundation Joint Strategic Collaboration Committee may be modified, without the need to amend this Agreement.
- d. Additional Committees. Additional advisory committees may be formed as necessary, upon the approval of the BSA/Foundation Joint Strategic Collaboration Committee.
- 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 shall remain employees of the BSA and shall not be deemed to be employees of the Foundation unless specifically identified through written agreement. The BSA shall be solely responsible for the terms of employment of all such employees, including their salary and benefits and other forms of compensation. The Foundation shall compensate the BSA for staff who work fulfilling the Foundation’s mission in accordance with section 2.a. 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 and benefits 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. Nothing contained in this Agreement shall be construed to constitute either the Foundation or the BSA as a partner or agent of the other.
  - g. Coordinated Communications. The BSA and the Foundation agree to coordinate all forms of communication to their members and the broader community, whenever possible and appropriate. In their coordinated communications, the parties will collaborate to describe the goals of both organizations, and the professional and public impacts and benefits of their work.
  - h. Equity, Diversity, Inclusion and Harassment. The BSA and the Foundation are committed to work together and independently in advancing, promoting and advocating for equity, diversity and inclusion within the workplaces and Boards of both organizations, the architectural profession, and broader communities. The parties will work to ensure that both organizations are free of any harassment of staff, members, and guests, and that they adhere all applicable laws and policies.
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.” Exhibit A may be modified from time to time, upon the budgetary approval of both the BSA and the Foundation boards, without the need to amend this Agreement.
  - 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



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 its attention on the professional engagement role of the organization; serve as an advocate for the profession; and support the 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.
  - c. Implementation of Strategic Plans. The BSA/Foundation Joint Strategic Collaboration Committee and both boards shall become familiar with the current strategic plans of both organizations, and shall work cooperatively to implement these strategic plans.
  - d. Annual Budget Coordination Process. The BSA and the Foundation shall use best efforts to coordinate their annual budgets with each other, while recognizing that the two organizations shall remain independent, and that each organization's board owes a fiduciary duty toward that organization alone. To implement this goal, the preliminary draft budgets of the BSA and the Foundation will be shared within the BSA/Foundation Joint Strategic Collaboration Committee, allowing sufficient time for the Committee to review and discuss both budgets and explore opportunities for coordination, prior to the formal adoption of the budgets by the two boards.
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 of Directors  
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 Board of 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]*



**Exhibit A**  
**Listing of BSA Personnel Allocated to Foundation**

Dated: as of *January 2020*

BSA paid staff that spends the majority of their time doing BSA work (more than 80% BSA – Foundation % in parenthesis):

- Brian Keefe, ABX Sales Director (Informa reimburses us for 100% of Brian’s salary) (5%)
- Caitlin Hart, Professional Programs Manager (10%)
- Erika Shea, Database and Membership Manager (20%)
- Rachel Reid, Membership Manager (10%)
- Fiona Luis, ArchitectureBoston Editor/Editorial Director (5%)

Staff paid by the BSA who share a fair amount of their time doing Foundation work (30 – 50% time with the Foundation – Foundation % in parenthesis)

- Zara Yost, Gallery & Facilities Coordinator (reception) (50%)
- Abby Lindauer, Executive Assistant (50%)
- Mike Whelan, Web Content Manager (50%)
- Ben Cohen, Managing Director of Finance (40%)
- Li Lam, Senior Accountant (40%)
- Susan Green, Committee and Technology Manager (30%)
- Billy Craig, Managing Director of Operations (30%)
- Kali Larsson, Membership Coordinator (25%)
- Maia Erslev, Gallery Attendant (50%)
- Remy Hatfield-Gardner, Gallery Attendant (50%)
- TBD, Professional Program Manager (10%)

Staff paid 50% by the BSA and 50% by the Foundation:

- Eric White, Executive Director
- Pamela de Oliveira Smith, Managing Director of Communications (50%)
- Paige McWhorter, Exhibitions & Communications Manager
- Jenny Efron, Policy Director

Staff paid by the Foundation who spend the majority of their time doing Foundation work (Foundation % in parenthesis):

- Victoria McKay, Managing Director of Advancement (90%)
- Michela Davola, Development Manager (90%)
- Polly Carpenter FAIA, Public Programs Director (85%)
- Ben Peterson, Community Design Director (85%)
- Wandy Pascoal, Housing Fellow (50%)
- Taylor Johnson, Design Education Fellow (100%)
- TBD, Development Coordinator (10%)

## A Note on BSA History

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The Boston Society for Architecture (BSA), which includes Boston Society of Architects (BSA/AIA) and the BSA Foundation (Foundation), is both a membership and community nonprofit organization committed to advancing architecture, equity, diversity and justice, and addressing climate change to build healthy communities for everyone in Eastern Massachusetts. The BSA/AIA is dedicated to supporting and promoting the profession of architecture and the critical value of design in the built environment. The Foundation uses the fundamental blocks of architecture and design to help communities address challenges by providing access to design resources and design education, while empowering neighborhoods by visualizing design solutions to address inequities and injustice, as well as the effects of climate change. Collaboratively, the BSA works to build a better Boston by engaging communities, inspiring vision and provoking positive change.

The BSA/AIA was founded on June 20, 1867 making it the second oldest chapter of the American Institute of Architects (AIA) in the country. The BSA Foundation was founded by the BSA/AIA in 1971 to engage the public in appreciation for architecture. In 1985, the BSA/AIA had fewer than 400 members and an annual budget of \$200,000. That year the BSA/AIA opened its membership doors to the world and changed the nature of the organization. Today, the BSA is the second largest local chapter with 4,500 members and a combined budget of over \$4M and reserves of \$11M.

In 1985, the BSA opened its membership doors to the world. The sea change grew out of a conviction that the intellectual and professional future of architecture lay not in the much richer dialogue that could occur with a diverse membership. The BSA's expanded vision invited building industry allies such as clients, contractors and engineers, and also civic and community leaders to participate. Within five years, the national AIA and several other large urban chapters around the country began to emulate the BSA model of inclusive membership.

In 2012 the BSA opened BSA Space at Atlantic Wharf. BSA Space features more than 5,000 square feet of gallery and meeting space for creative explorations of the potential of design to inspire, create community and transform the world we inhabit.

In 2014, the BSA/AIA and the BSA Foundation strengthened their relationship working hand-in-hand to engage the public in design appreciation and building better communities in Greater Boston. Since then the BSA's impact in the public realm has increased dramatically. In 2016 the BSA provided access to design education to about 1,000 youth, about 10% from under-resourced communities, while today we reach more than 3500 youth and 60% from under-resourced neighborhoods. Since 2016, the BSA has completed more than 25 community design projects in under-resourced neighborhoods. In 2021, the BSA adopted the AIA Strategic Plan and created a strategic concept based upon that plan. Today, the BSA is focused on both the professional and public realms in four areas:

advancing architecture; building a healthy environment and mitigating the effects of climate change; creating equity and fighting the systems of injustice; and creating livable communities.

*January 2022*

## **Our Mission**

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The BSA inspires and empowers architects, in partnership with communities, to improve society and transform the world.

## **Our Vision**

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The BSA brings together architects, communities and interdisciplinary experts to create built environment solutions to the climate and equity crisis.