



THE INSTITUTE OF
CLASSICAL ARCHITECTURE
& CLASSICAL AMERICA

GUIDE TO FORMING CHAPTERS AND
APPLYING FOR AFFILIATE MEMBERSHIP

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I. INTRODUCTION TO THE ICA&CA

THE INSTITUTE OF CLASSICAL ARCHITECTURE & CLASSICAL AMERICA

The ICA&CA is a not-for-profit membership organization, which in 2002 combined the programs and resources of The Institute of Classical Architecture (founded in 1991) and Classical America (founded in 1968). The ICA&CA is incorporated in the state of New York and headquartered in New York City. It is a volunteer organization assisted by a professional staff that together offers a broad array of public and professional educational programs dedicated to the classical tradition in architecture, its allied arts, and urbanism. The organization enables its members to develop public and professional programs; to advocate positions; to connect to other like-minded professionals; to publish; to be recognized through award programs; and to teach. These initiatives occur at the direction of and through the energy and effort of the ICA&CA's volunteers and national board of directors. The ICA&CA is not just a small staff in a building in New York. Nor is it merely a national board; instead, it is the collective identity of the membership. The ICA&CA is part of a broad-based focus on and renewal of interest in classical and traditional architecture, urbanism, and their allied arts. Institute members recognize how classicism and the enduring human values underlying it can inform design and artistic excellence across a broad spectrum of tastes, contexts, and vocabularies.

IMPORTANCE OF ICA&CA CHAPTERS AND AFFILIATE MEMBERS

Following the 2002 combination of The Institute of Classical Architecture & Classical America, and responding to the growth of the larger community of practitioners and members of the general public interested in the classical tradition in architecture and its allied arts, the ICA&CA encourages the development of ICA&CA Regional, State, or Local Member Chapters, where there are enough members to sustain a regular program of activities. Institutional Affiliate Memberships with existing organizations of comparable mission but distinct corporate structure are sought in the interest of mutual institutional and programmatic enhancement.

Regional, State, and Local Chapters

Regional, State, and Local Chapters, which are essential to a successful national organization, are characterized by the following:

- Chapter members can initiate programs and events of interest to their locale.
- Chapters can address issues of importance to local members.

- Chapters can provide opportunities for local networking and information sharing.
- Chapters are a critical means for promoting the ICA&CA to both professionals and the general public to encourage membership, promote initiatives that are deemed important, and implement programs that are generated at the national headquarters.
- Chapters are separately incorporated, nonprofit corporations with their own board of directors and bylaws.
- A Chapter's tax-exempt status is maintained by being included in the ICA&CA's group exemption.
- Each chapter is self-governing and self-financed, although the chapter executes an agreement with the national organization that defines respective roles and responsibilities. A portion of national dues of members located in the chapter's region, state, or locale is provided to the chapter to assist in providing programming and services.
- Chapters are volunteer organizations. Although chapters may engage professional paid staff, the majority of them will depend primarily or entirely on the volunteer help of their members as assisted from time to time by the national office of the ICA&CA.
- As the ultimate national goal is the creation of at least one chapter in all 50 states, the bylaws of any and all regional chapters should include a provision indicating the prospect of corporate evolution allowing for the eventual displacement of the regional body by distinct statewide or local chapters serving their respective constituencies. There need not be a precise timetable for such action.

Institutional Affiliate Members

Institutional affiliations are encouraged by the ICA&CA to create a larger coalition of recognized and mission-related organizations. Institutional Affiliate Members are distinguished by the following:

- Affiliates are entirely separate institutions from the ICA&CA.
- Affiliates of the ICA&CA assist local organizations in gaining exposure to a wider community of classical architects, artists, builders, and the interested public.
- Affiliates maintain corporate autonomy while increasing mutual awareness and cooperative advocacy alliances among the members of the affiliating entities.

THE NATIONAL
ORGANIZATION

The National Board of Directors

The ICA&CA is governed by a board of directors of up to 36 members, each recommended by the Governance Committee, initially to the Executive Committee and in turn to the full board, for majority election for a term of three years. The elected member may serve for three consecutive terms at which time he or she must leave service for a period of at least one year. The board consists of professionals from design and related fields, builders, scholars, philanthropists, and other community leaders who share the Institute's mission. Together it reflects a broad cross-section of design disciplines, geography, ethnicity, and gender. The President who functions as chief executive officer is an *ex-officio* voting member of the board during the term of his or her employment.

The board each year appoints the Chairman and other officers of the board. The national board plays a broad policy role, with several fundamental responsibilities—determining the ICA&CA's strategic direction, approving the annual budget, assisting in securing the resources to support this budget, and evaluating the employed President. In addition, national board members volunteer for specific committee responsibilities during their service.

The National Board and Program Committees

The activities of the board and the national ICA&CA are carried out by the work of volunteer committees. Some of the committees are made up strictly of board members, and others include both directors and other member volunteers. Through this committee structure, volunteer expertise directs the ICA&CA's national programs. The three principal committees from which chapter presidents may wish to seek advice and coordinate programs are the Public Programs Committee, the Communications Committee, and the Academic Programs Committee. In addition, the organization has a special group of constituents called the Fellows, a self-perpetuating entity of young practitioners in an array of classical design and artistic pursuits, who volunteer their services to the overall institution and determine discrete initiatives and programs in coordination with the professional staff. Each year the Fellows elect an *ex-officio* representative to the national board.

The National Office

The national headquarters is presently located in New York City. It presently consists of five employees assisted by a cadre of consultants and volunteers—especially from among the board and ICA&CA Fellows. There are also occasional part-time staff members. The role of the national staff is to support the mission of the ICA&CA's programs and its volunteer membership by promoting membership, developing member benefits, maintaining central membership records, implementing a broad advocacy effort, implementing the public and professional educational programs developed by the respective committees, maintaining all records related to professional requirements, and making available other pedagogical tools essential to the educational component of the mission.

Staff members are recruited with specific organizational or programmatic experience. Their responsibilities include: overseeing the production of the ICA&CA newsletter *The Forum*, and scholarly journal *The Classicist*; organizing programs; developing exhibitions; maintaining a library; implementing the academic, travel, and public programs; organizing board and committee meetings; sending out membership invoices and processing applications, renewals and changes of address; producing membership brochures; preparing regular membership reports and reimbursements for chapters; chapter development and liaison; and fund raising and marketing for both special programs and general operations.

National Office Liaison with Chapters

The President of the ICA&CA is the primary contact for chapters with the national organization and can direct the chapter presidents to the appropriate ICA&CA national committee chairs, expert volunteers, or faculty as needed.

In addition, there will be in place at all times at least one member of the national board of directors, who simultaneously serves as an officer of one of the state, regional, or local chapters and who will act as a liaison to his or her chapter as well as all other chapters as they are established around the country.

The Members and Dues Structures

A dues structure for both individual and professional members is set to meet the costs of the Institute's activities. Such revenues alone are not adequate to fund a staff that is large enough to support ICA&CA's mission and activities. Members join the national organization, with no additional local chapter fee. Chapters are partially supported by the national organization returning a portion of those dues to the local chapter.

Member Originated Programs

The national board and staff welcome recommendations on programs from the chapter membership and institutional affiliates. There are several approaches that work best for the communication of ideas that may require the commitment of resources from the ICA&CA in order to maintain a common mission and coordination of programs:

- Through direct contact with the president or national staff members, who are always open to chapter and affiliate comments and suggestions;
- Through contact with the chairs of the ICA&CA's national committees;
- Through direct contact with a national board member, and for chapters in particular, that member of the national board who is designated both by the board and the chapters as the current chapter representative;
- Through the chapter's leadership;
- Through the affiliate's leadership.

II. ICA&CA REGIONAL, STATE, AND LOCAL CHAPTERS

ABOUT ICA&CA CHAPTERS

Chapter Board of Directors

The ICA&CA national board is accountable to its membership as a whole. Each chapter board and president is accountable to the members in his or her geographic area. These are distinct roles although they both reflect the views of Institute members in accordance with the ICA&CA mission. The energy of the organization comes from both the bottom up—from the members—and the top down—from the national board and staff along with chapter presidents. The overall institution belongs to its members, not its leaders.

Representation of the Chapters on the National Board

Each chapter will rely on the national ICA&CA president and to that member of the national board charged with chapter representation, above all to represent respective chapter interests. These board directors will report such interests to the national board and its various committees, including the *ad hoc* Chapters Committee, and comment on the perceived impact on chapters for the record.

Chapter Members and Volunteers

ICA&CA members are members of the national organization, and they may participate in the local chapter as desired. The ICA&CA will always depend on its members' volunteer commitment to raising resources, developing programs, and drawing from its collective experience in teaching current and future practitioners as a way to ensure the continuity of knowledge of the classical tradition. The Institute reflects the concept of like-minded professionals coming together to discuss issues and concerns and proposing ways to address them through professional and public programs, events, tours, publications, exhibits, and advocacy or other means as may be developed by the chapters or the national ICA&CA. Active chapter members will be considered as prospective members of national committees of the board as per respective areas of expertise and interest and may express such qualifications either to the national office or to the chapter representative serving on the national board.

CHAPTER PROGRAMS,
BENEFITS, AND OBLIGATIONS

The following items are generally intended to outline the benefits available to chapters, the responsibilities of the local chapters, the ways in which the chapters should work with the ICA&CA national office, and the obligations that the national office has to the chapters. As the Institute expands and grows, other benefits and obligations may be established.

Program Creation, Content, and Scheduling for Chapters

- Each chapter is autonomous to create programs that suit areas of local interest.
- Each chapter is autonomous to schedule as few or as many programs as desired.
- Each chapter is responsible for creating, producing, and staffing its own programs in coordination with the Institute's national programs. Coordination prevents unnecessary duplication or competition.
- Each chapter is responsible for offering programs that support or coincide with the Institute's mission, while also reflecting the local chapter's specific interests.
- Each chapter may invite the ICA&CA national office and board to hold national events, like weekend lectures, tours, or classes, in the respective geographic jurisdiction with the regional, state, or local chapter acting as the ground force.
- Each chapter has access to ICA&CA course syllabi and teaching materials (for a nominal fee), and the guidance of the national program committee chairs, to assist them in the development of their programs.

Continuing Education Programs and Credits

- Each chapter can produce educational programs that are eligible for AIA/AIBD (or other accrediting bodies as the ICA&CA deems desirable) continuing education credits through the national ICA&CA's providership status.
- Each chapter must file course descriptions to the ICA&CA national office in accordance with the requirements of the respective accrediting body.
- Each chapter must collect each student's AIA/AIBD numbers and attendance records and submit them to the national ICA&CA office, which will maintain student records and file them with the AIA/AIBD.
- ICA&CA will be sent five percent (5%) of any and all tuition fees collected by the chapter for such course offerings to help defer such administrative costs. Payment for programs eligible for credits must be submitted to the ICA&CA national office for each registered student desiring credit.

Promotion of Local Chapter Events and News at ICA&CA National

- Each chapter should submit its programs calendar to the ICA&CA for inclusion on the main Web site (www.classicist.org) calendar and newsletter calendar (*The Forum*).
- Each chapter may produce its own electronic or print newsletters pending review and approval of the design blueprint by the national office.
- Each chapter has access to the ICA&CA database entries, at the discretion and guidance of the ICA&CA national headquarters staff, for regional, statewide, or local promotional activity and related audience and membership development.
- Each chapter should submit news of programming, member accomplishments, course offerings, and public programs to the editors at the national office of both of the periodical newsletter *The Forum* and the annual journal *The Classicist* for consideration of coverage, which will be a high editorial priority at all times.
- Each chapter will be given a listing on the ICA&CA Web site with contact information for each individual chapter and a link to the chapter's own Web site, if it chooses to develop one. The chapter is responsible for providing current and correct contact information to the ICA&CA national office.

Promotion of Membership in the National ICA&CA

Each chapter should encourage local event or program attendees to become members of the national organization, thus building a large membership and increasing revenue shares to the chapter.

Brand Identity and Recognition

Subject to certain restrictions each chapter must:

- Use the recognizable ICA&CA Diana logo and name, as well as full graphic identity at all times. Contact the ICA&CA to obtain electronic files and usage guidelines.
- Supplement its graphic program as required or desired pending review and approval by the national office.
- Use the tagline "Chapter of the Institute of Classical Architecture & Classical America" on its electronic or print materials at all times.

Membership Dues

Individual or Professional Member dues in the Institute may be collected either by the chapter or the national office. All of such dues (determined on a gross basis, rather than net of any chapter expenses) shall be forwarded to ICA&CA for processing, and thereafter one-third shall be returned by ICA&CA to the chapter for all new and renewing members.

Fund-raising Policy

- Each chapter may raise program sponsorship funds locally for events in its geographic jurisdiction, but must do so in coordination with the national office if over a certain amount to be set by the President, as this activity may compete with national fund-raising activities. Funds raised locally are made payable to the national office for processing and IRS compliance and reimbursed in full to the chapter minus a fee of five percent (5%) for such administrative assistance. When production expenses must be incurred for the planning and execution of fund-raising galas or other special events, any resources contributed or raised for these expenses will not be subject to the five percent administrative charge as reported to the national office in advance.
- Each chapter may file application to the national office for seed support money, development, or other technical assistance with proposed special initiatives that coincide with the national ICA&CA mission. The national office will review such appeals on a case by case basis in appreciation of personnel and financial resources presently available. Technical assistance can be extended by the national office to the chapters in development of the Web presence as linked to www.classicist.org.
- The chapter may independently set fees for events and services of the chapter.

ICA&CA CHAPTER
PERFORMANCE
EXPECTATIONS

The following performance measurements describe the minimum levels at which a chapter can operate successfully, that is, fulfill the expectations of members at the local level. These measures serve as guidelines for new chapters; they also provide a way to measure how successful existing chapters are and whether they are in need of assistance. Articulating these measurements clearly defines expectations for service at the local level as the ICA&CA expands nationally.

Legal Requirements

- Incorporate as a nonprofit organization, operating within the meaning of section 501(c)(3) of the Internal Revenue Code. Register as a nonprofit organization in the state in which the chapter operates and obtain a federal tax identification number and report it to the national office.
- Adopt, maintain, and operate according to policies that are consistent with the national ICA&CA policies.
- Elect officers and a board of directors (or the equivalent). Officers must include a chapter president and a chapter secretary. One of these officers or a separately designated officer must assume the role of treasurer.
- Provide to ICA&CA an annual report of chapter income and expenses.

Chapter Management

- Prepare an annual program schedule that reflects activities consistent with ICA&CA's national mission.
- Establish an annual budget (suggested date: October 15) and submit a copy to the national office.
- Maintain chapter records. Keep records of all chapter activities, including past boards, committees, budgets, board minutes, announcements, publications, etc. and forward to the national office.
- Establish and maintain easy access between local members and the chapter. This includes establishing a chapter mailing address, phone number, e-mail, Web site and directory listing, and letterhead printed to ICA&CA specifications.
- Keep membership regularly informed of chapter activities through a newsletter, circulars, announcements, phone campaigns, and the national and local Web sites. A list of services and benefits and a schedule of events should be sent to the national office for posting on the national Web site and *The Forum* newsletter.

- Help maintain membership records, including members' addresses, phone and fax numbers, and e-mail address. Review membership reports sent by the national office and forward any updated information. Develop prospect lists and share with the national office at least annually.
- Restrict access to the membership list, consistent with ICA&CA policy.
- Prepare an annual report containing financial and programming information, due to the national office within six months of the termination of the calendar year which also serves as the ICA&CA fiscal year.

Chapter Planning and Programming

- Promote membership.
- Organize events or programs, keeping them consistent with the ICA&CA's mission.
- Maintain contact with other chapters through correspondence, conference calls, e-mail, and other appropriate mechanisms.

Additional Recommendations

- Honor other chapters' members at local events.
- Develop and maintain contact with other organizations and agencies in the community and other educational institutions.
- Develop the upcoming year's basic program plan by October 15 and share it with the national office.
- Obtain a copy of Adobe's Acrobat Reader, since much communication from the national office will be in that format.
- Seek advice from the national office on the content and format of successful programs during the chapter's initial period of existence.

FORMING AN ICA&CA
REGIONAL, STATE, OR
LOCAL CHAPTER

Forming a new chapter of the ICA&CA involves organizing a community of like-minded practitioners and others and meeting a number of basic criteria. The following organizational requirements must be met soon after a chapter has achieved provisional status. In addition, sometimes existing chapters may need to revisit these steps.

1. Obtain Provisional Approval to Establish a New Chapter

After sufficient interest has developed in some geographic area for the prospective creation of an ICA&CA regional, state, or local chapter, contact the ICA&CA national office and obtain provisional approval to establish this new chapter along with the chapter formation and operation guide.

2. Incorporate as a Nonprofit Organization

In order to comply with all IRS rulings including the awarding of tax deductions; limit staff and directors' liability; and provide a solid institutional framework for growth and long-term stability, each chapter is required to incorporate as a nonprofit organization in the state or states where it is located. Incorporation proceedings should begin as soon as the chapter has received a provisional approval to do so from the national office. It is recommended that the chapter find a lawyer to guide it through the incorporation process. The process includes adopting bylaws and applying for a federal employee identification number, and exemption from state sales tax. In addition, many states have charitable registration and/or solicitations laws that might apply to a chapter. It is sometimes possible to find a qualified *pro bono* lawyer through organizations such as Volunteer Lawyers for the Arts or Business Volunteers for the Arts. Some states provide for on-line incorporation and the state Web site should be consulted accordingly. Be prepared to provide the lawyer with well-organized information and to do as much of the preparation work as possible. The chapter is responsible for paying all legal and filing fees.

The nascent chapter should stress the educational nature of the chapter's programs and make explicit reference to operating in accordance with the ICA&CA's mission. In order to facilitate inclusion in ICA&CA's group exemption letter, the chapter's incorporation papers need to be renewed and approved by the national office prior to filing at the state level. Before filing the chapter's incorporation papers, send a copy of them to the national office for review.

Following local nonprofit incorporation, the chapter will enjoy the advantages of federal 501 (c) (3) tax exemption of the ICA&CA headquarters office under a group ruling from the IRS for the national organization. Corporate and tax status are accorded independently. All dues and donations made to the chapter will thus be delivered to and processed by the national office in accordance with donor intentions. In the case of member dues, 33.3 % of each dues payment received in

the region, state, or local jurisdiction of the chapter will be returned to the chapter for activity in its jurisdiction; in the case of restricted program sponsorship, the full amount of the contribution shall be made available to the chapter minus a five percent (5%) fee for processing and administration including the requisite IRS filings and acknowledgements.

3. Adopt Chapter Bylaws

As a part of your incorporation, chapter bylaws must be drawn up and are a formal document approved by the chapter's board of directors, describing the purpose and objectives of the chapter and outlining policies and procedures governing the chapter. They are required for state incorporation. Bylaws should cover the following topics:

- Name of the chapter
- Purpose and objectives
- Policies
- Membership
- Meetings of the membership
- Board of directors
- Officers
- Duties of officers
- Committees
- Vacancies
- Procedures
- Finance and accounting
- Amendments
- National affiliation
- Dissolution

A sample of chapter bylaws is available from the national office upon request. The bylaws must be submitted to the national office for approval as part of the process of moving from provisional to full chapter status. Chapter bylaws must meet requirements of the state(s) in which the chapter is located or serves; they may not contradict the national bylaws except to comply with state requirements. Amendments to the chapter bylaws should be sent to the national office as soon as they are adopted.

Provisions which are substantially similar to the following paragraphs must be included in the chapter's Articles of Incorporation or bylaws:

NONPROFIT CORPORATION. The Corporation is formed and organized pursuant to the [reference to state nonprofit or not-for-profit law] and may engage in any and all activities that are lawful for a _____ nonprofit corporation that is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or any corresponding provision of any future United States Internal Revenue law) (the "Code"). It is intended that this Corporation shall have the status of a corporation which is exempt from federal income taxation under Code Section 501(a) as an organization described in Code Section 501(c)(3) and which is other than a private foundation by reason of being described in either Code Section 509(a)(1) or (2). These Articles and all powers and activities of the Corporation shall be construed accordingly.

PURPOSE. The Corporation is organized exclusively for [describe charitable or educational purpose similar to that of ICA&CA's].

PROHIBITION AGAINST PRIVATE INUREMENT. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its [Members,] Directors, officers or other private shareholders or individuals, or organizations organized and operated for profit, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in [reference to "Purpose" article] hereof.

RESTRICTIONS ON POLITICAL AND OTHER ACTIVITIES. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation. No activity of the Corporation shall consist of participating in or intervening in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision in these Articles, the Corporation shall not carry on any activities not permitted to be carried on by, or which would invalidate its status as, an organization (a) which is exempt from federal income taxation under Code Section 501(a) as an organization described in Code Section 501(c)(3) and (b) contributions to which are deductible under Code Section 170(c)(2).

DISSOLUTION. Upon the dissolution or final liquidation of the Corporation, the Directors shall, after the Corporation pays or makes provisions for the payment of all of the known liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively either by direct distribution for the purposes of the Corporation (as set forth in [reference to "Purpose" article]), or by distribution to one or more organizations (a) which then qualify for exemption from federal income taxation under the provisions of Code Section 501(a) as an organization described in Code Section 501(c)(3), and (b) contributions to which are then deductible under Code Section 170(c)(2), as the Directors shall determine.

4. Obtain a Federal Employer Identification Number

The chapter must apply for a federal employer identification number, which is necessary for tax reporting purposes, and then must report that number to the national office.

Form SS-4, Application for Employer Identification Number, can be obtained from the IRS Web site, www.irs.ustreas.gov/formspubs.

5. File for State Registration/Reporting and Sales Tax Exemption

Each state has its own requirements with respect to registration and reporting by nonprofit, charitable entities, as well as exemption from sales tax. Contact the office of the Secretary of State and/or Attorney General, located in the state capital, for the appropriate forms. Typically, forms are submitted to the requisite state(s) along with a copy of the chapter bylaws and a copy of the chapter's IRS letter of exemption from payment of federal income tax.

6. Open a Bank Account and Set up Accounting Practices

The treasurer should research which bank will provide the best service to the chapter and then ask the bank what is necessary to set up an account. Typically, the bank will require a corporate resolution form to be filled out, in which the board of directors authorizes an account to be opened and designates who can sign official bank documents.

7. Establish a Chapter Address, Phone Number, and E-mail Address

Once the chapter has been established, members and potential members must have a way of contacting the chapter. The address may be a P.O. Box or chapters can use the current chapter president's address and phone number. As chapters establish Web sites, an e-mail address will also result. All chapter Web sites must include hyperlinks to the national ICA&CA site: www.classicist.org. In any case, the address and phone should be published on event announcements, on chapter letterhead, and other print materials, so that people can contact the chapter or send materials easily.

8. Design and Print Chapter Letterhead

While each chapter is entitled to use of the national logo and other design guidelines with addition of the chapter identification, all initial graphic selections should be submitted to the national office for review and approval.

9. Sign and Submit the ICA&CA Chapter Agreement

ICA&CA chapters are incorporated under the aegis of the national organization; their objectives and procedures must align with the national constitution and bylaws. Each chapter must execute the chapter agreement with the ICA&CA, an agreement based on the standard terms between national organizations and their affiliated chapters. This agreement formalizes the relationship and clarifies the responsibilities and expectations of each party. An explicit part of the charter is an agreement on the part of the chapter to continue to meet performance criteria for affiliation.

The chapter's activities are an important part of the bond between ICA&CA members and the organization. Chapters are encouraged to develop programs, exhibits, lectures, publications, and activities that serve the objectives of the chapter, enhance the practice of contemporary classical architecture, and meet the needs of its members. Chapters are intended to create programs available on a local basis and awareness on a regional, statewide, or local basis.

Clearly articulating the expectations for chapters sets a straightforward objective for each chapter and assists in describing the contribution that chapters can make to a member's ICA&CA experience. If it is determined that a chapter is having difficulty meeting performance expectations, a two-year process will be invoked in which that chapter and the national office will apply resources to try to help strengthen the chapter. The ICA&CA can best expand its mission fulfillment with such a strong network of chapters.

The national organization has no desire to constrain the creativity of a chapter or to limit the scope of its activities. However, if a chapter operates in a way that exposes the ICA&CA to liability, express or implied, or which threatens the reputation of the ICA&CA, or operates in disregard of chapter guidelines and responsibilities, the national office may withdraw or suspend that chapter's affiliation.

ICA&CA CHAPTER AGREEMENT

This Agreement, effective the _____ day of _____, 200__, is made between the INSTITUTE OF CLASSICAL ARCHITECTURE & CLASSICAL AMERICA (“ICA&CA”), a New York not-for-profit corporation, and _____ (Employer Identification Number _____), a _____ [nonprofit][not-for-profit] corporation (the “Chapter”).

RECITALS:

ICA&CA is a not-for-profit corporation that offers a broad array of public and professional educational programs dedicated to the Classical tradition in architecture and its allied arts; and the Chapter desires to obtain a charter from ICA&CA, and ICA&CA desires to grant a charter to the Chapter.

AGREEMENTS:

ICA&CA and the Chapter, upon the terms and subject to the conditions contained in this Agreement, agree as follows:

Article 1 – Grant of Charter

- 1.1 **Charter.** ICA&CA hereby grants to the Chapter, and the Chapter accepts by action approved by its governing body, a charter to be a chapter of ICA&CA during the term of this Agreement, on and subject to the following terms and conditions.
- 1.2 **Territory.** The Chapter is authorized to operate in the Region, State, or Locality of _____ (the “Territory”). ICA&CA may, in its sole discretion, conduct its own activities within the Territory during or after the term of this Agreement. ICA&CA reserves the right to modify or change the Territory and to grant a charter to another chapter of ICA&CA in the Territory; however, ICA&CA will consult with the Chapter prior to any such modification, change or grant of an additional charter.

Article 2 – Obligations of ICA&CA

2.1 **General Obligations.** ICA&CA shall:

- (a) permit the Chapter to utilize the ICA&CA name in the name of the Chapter and permit additional uses of other ICA&CA Intellectual Property solely as specified in Article 4 hereof;
- (b) pay rebates to the Chapter in accordance with the current ICA&CA “Dues and Fund-raising Policy,” as amended from time to time (a copy of the current “Dues and Fund-raising Policy” is attached as Exhibit A);
- (c) assist the Chapter in implementing local programs developed by ICA&CA, as agreed to by the parties from time to time;
- (d) receive, maintain, and file with AIA, AIBD, or other professional organizations as may be deemed appropriate, all numbers and attendance records provided to ICA&CA by the Chapter pursuant to paragraph 3.1(d); and
- (e) provide access, in the sole and absolute discretion of ICA&CA, to the ICA&CA database for the Chapter’s promotional activity in the Territory and related audience development, subject to the provisions of Article 4, hereof.
- (f) create and maintain a dedicated page on the national Web site with chapter contact and activity information.

- 2.2 **Notices.** ICA&CA shall notify the Chapter promptly of changes to the Dues and Fund-raising Policy and other applicable policies and rules.

Article 3 – Obligations of the Chapter**3.1 General Obligations.** The Chapter shall:

- (a) promote membership in the ICA&CA Chapter;
- (b) locally implement programs developed by ICA&CA;
- (c) develop and create programs that suit areas of local interest, the number of which shall be in the discretion of the Chapter, in coordination with ICA&CA and its national programs;
- (d) collect and forward to ICA&CA the AIA, AIBD, or other professional organizations that might be deemed appropriate, numbers and attendance records from persons who attend the Chapter’s continuing education programs (“Education Programs”);
- (e) set and collect, and pay to ICA&CA dues and other fees (including a portion of tuition fees for Education Programs) according to the current ICA&CA Dues and Fund-raising Policy, as amended from time to time;
- (f) comply with such other reasonable policies and rules applicable to all chapters as ICA&CA may adopt from time to time;
- (g) operate in a manner consistent with the mission goals of ICA&CA;
- (h) submit all proposed amendments to the Chapter’s Articles of Incorporation and Bylaws to ICA&CA for its review at least 45 days prior to their effectiveness;
- (i) use the ICA&CA database (including its membership list) only for the Chapter-related events or to communicate with members of the Chapter and in accordance with Article 4;
- (j) include in any Chapter Web site a hyperlink to the national ICA&CA site: www.classicist.org; and
- (k) not affiliate with another charitable or educational organization without prior written approval of ICA&CA.

3.2 Acknowledgment of Chapter Performance Expectations. The Chapter acknowledges that ICA&CA’s grant of this charter is based in part on its expectation that the Chapter will meet the chapter performance criteria set forth in Exhibit D, and the Chapter agrees to make its best efforts to do so.

3.3 Development Assistance. The Chapter may raise funds locally for Chapter events, but must give advance notice to ICA&CA if the particular fund-raising drive is expected to raise more than \$5,000 in any calendar year. A portion of funds raised by the Chapter, including funds raised at Chapter events, may be required to be submitted to ICA&CA pursuant to the Dues and Fund-raising Policy. The Chapter may request financial and other assistance from ICA&CA for proposed special initiatives that coincide with the national ICA&CA mission; however, ICA&CA will have sole discretion regarding the nature and extent to which such assistance, if any, may be provided to the Chapter.

3.4 Records of the Chapter.

- (a) The Chapter shall maintain all corporate, tax, and financial books and records as may be required by applicable law and in accordance with generally accepted fiduciary standards applicable to nonprofit, charitable corporations.
- (b) Upon reasonable request by ICA&CA, the Chapter shall provide copies of or allow ICA&CA's auditors or other agents to review the books and records of the Chapter within 15 days of such request.
- (c) The Chapter must complete and return the form set forth in the attached Exhibit B by October 15 of each year.
- (d) The Chapter consents to share its membership list with ICA&CA and grants ICA&CA the right to share the Chapter's membership list with other chapters of ICA&CA.
- (e) The parties agree that failure to comply with this paragraph 3.4 shall be a material breach of this Agreement resulting in the right of ICA&CA to terminate the charter and this Agreement pursuant to Article 6 hereof.

3.5 Group Exemption Letter Requirements. ICA&CA has obtained a group exemption letter from the Internal Revenue Service (the "IRS") pursuant to Rev. Proc. 80-27 (the "Group Exemption Letter"). The Chapter understands and agrees that, as a condition to participating in the Group Exemption Letter, it must comply with all of the provisions of this paragraph 3.5. The Chapter further acknowledges that its failure to so comply may result in the Chapter's loss of federal tax-exempt status.

- (a) The Chapter shall:
 - (i) be a nonprofit or not-for-profit corporation organized and operated solely within the United States;
 - (ii) be exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code");
 - (iii) not be a private foundation, as defined in Code Section 509(a);
 - (iv) be affiliated with ICA&CA and be subject to its general supervision or control, as provided herein; and
 - (v) maintain a calendar year accounting period.
- (b) The Chapter authorizes ICA&CA to include the Chapter in the application for the Group Exemption Letter or the next annual submission to the IRS made by ICA&CA, as appropriate.
- (c) The Chapter's Articles of Incorporation or Bylaws must contain the provisions substantially similar to those set forth in the attached Exhibit C and such provisions shall not be amended or otherwise modified or superseded.
- (d) The Chapter must provide to ICA&CA, by October 15 of each year (or as more frequently requested by ICA&CA), any additional information regarding the Chapter requested by ICA&CA as may be necessary to maintain the Group Exemption Letter.

- 3.6 Taxes.** If, and so long as, the Chapter participates in the Group Exemption Letter and complies with the terms of this Agreement (including in particular the provisions of this paragraph 3.6), ICA&CA will include the Chapter in its annual submission to the IRS pursuant to the Group Exemption Letter requirements. The Chapter acknowledges and agrees, however, that it is solely responsible for all other federal, state, and local tax compliance, including (but not limited to) meeting all other federal income and excise tax requirements which might apply to the Chapter, filing a federal information return (if required), filing any required state or local returns and obtaining any state or local exemptions from sales, use or property tax exemptions.
- 3.7 Compliance with Laws.** The Chapter warrants and covenants that it has and shall continue to comply with all applicable laws, regulations, and other requirements. The Chapter further warrants and covenants that it shall make all required governmental and regulatory filings, such as annual corporate filings, state and local charitable, solicitation and other registrations, including any related fees, as may be required.
- 3.8 Insurance.** The Chapter shall maintain general liability, casualty and directors & officers insurance in amounts as reasonably determined by ICA&CA, and shall provide to ICA&CA proof of such insurance and notice of any changes to or cancellations of such insurance.

Article 4 – Use of ICA&CA Trademark and Copyrighted Materials; Confidential Information

4.1 Limited License.

- (a) Subject to the provisions of paragraph 4.5 below, ICA&CA grants to the Chapter a nontransferable, nonexclusive, revocable, limited, right, and license within the Territory to use the name “Institute of Classical Architecture & Classical America” or its acronym “ICA&CA” and ICA&CA’s Diana logo, as more fully described and depicted in Exhibit E (collectively, the “ICA&CA Name and Logo”), solely in connection with the activities of the Chapter in conformance with this Agreement. The Chapter may not grant any sublicense to use the ICA&CA Name and Logo or any other ICA&CA Intellectual Property without the prior written approval of ICA&CA. The Chapter shall adhere to the quality standards designated for use of the ICA&CA Name and Logo by ICA&CA and shall use the ICA&CA Name and Logo only in such form and manner as specified by ICA&CA from time to time. Promptly after the date of execution of this Agreement, ICA&CA shall provide the Chapter with the ICA&CA Name and Logo artwork and any quality standards, usage guidelines, or specifications. The Chapter shall faithfully and accurately reproduce the ICA&CA Name and Logo and may not use the ICA&CA Name and Logo in any changed form that has not been previously specified or approved in writing by ICA&CA. All use of the ICA&CA Name and Logo, and any other ICA&CA logos, or trademarks shall inure to the benefit of ICA&CA, which shall own all trademarks and trademark rights created by such use.
- (b) ICA&CA grants to the Chapter a nontransferable, nonexclusive, limited, right and license within the Territory to access the ICA&CA database (including its membership list) solely in connection with the activities of the Chapter in conformance with paragraph 2.1(e) of this Agreement.

4.2 Use Restrictions.

- (a) The Chapter will not use the ICA&CA Name and Logo and the other Intellectual Property in a manner that: (i) disparages ICA&CA or its products or services; (ii) portrays ICA&CA or its products or services in a false, competitively adverse, or poor light; or (iii) diminishes the value of the ICA&CA's Intellectual Property.
- (b) The Chapter shall not make or cause to be made any copies of ICA&CA's educational materials or membership lists or publications, or resell any of same, without ICA&CA's prior written consent. The Chapter shall ensure that any permitted use of the Intellectual Property contains the applicable copyright or trademark notices. Upon expiration or termination of this Agreement or the charter granted herein, all use by the Chapter of ICA&CA's Intellectual Property shall end immediately. The Chapter's obligations to protect ICA & CA's Intellectual Property under this paragraph 4.2 shall survive the expiration or termination of this Agreement.
- (c) Except as specified in this Article, the Chapter shall not use, or cause or permit to be used by any person, the Intellectual Property of ICA&CA without ICA&CA's prior written consent and in accordance with ICA&CA's policies regarding the ICA&CA Intellectual Property as in effect from time to time. The Chapter acknowledges and agrees that all right, title, and interest in and to all Intellectual Property of ICA&CA is and shall remain the sole and exclusive property of ICA&CA and that ICA&CA's Intellectual Property is protected by the United States copyright, trademark, and other intellectual property laws. There are no implied licenses under this Agreement, and any rights not expressly granted to the Chapter hereunder are reserved by ICA&CA.

4.3 Definition of Intellectual Property. "Intellectual Property" means any or all of ICA&CA's logos, trademarks, service marks, trade names, the ICA&CA Name and Logo, (including the Diana logo), patents, trade secrets, corporate names, copyrights, works of authorship and copyrightable works (including, without limitation, educational materials, membership lists and publications and the like), together with all goodwill associated therewith, (and any translations, adaptations, derivations, or combinations of the foregoing), software, data, databases, data formats, member lists and files, know-how, patent and copyright registrations and applications, and renewals of any of the foregoing, and similar rights of any type under the laws of any applicable governmental authority, issued or licensed to a party, and any and all corresponding rights that, now or hereafter, that may be secured throughout the world.

4.4 Confidential Information. Each party shall, during the term of this Agreement and thereafter, maintain the confidentiality of any or all of the other party's confidential or proprietary information or data owned by it which is identified as confidential (collectively, "Confidential Information"). Such Confidential Information shall at all times remain the property of its owner and shall be deemed to be furnished in confidence and solely in connection with the party's obligations under this Agreement. Upon termination of this Agreement for any reason, the party shall immediately deliver to the owner all written documentation, including copies, of or concerning such Confidential Information, shall make no further use thereof, and shall make reasonable efforts to ensure that no further use is made by the its employees, agents, or contractors. The confidentiality obligations under this paragraph 4.4 shall survive the expiration or termination of this Agreement. The Confidential Information of ICA&CA shall include ICA&CA's database and member lists.

4.5 Additional Requirements Regarding Use of ICA&CA Name. The use of the name “Institute of Classical Architecture & Classical America” or its acronym “ICA&CA” by the Chapter must include the name of the Chapter so as not to confuse communications from the ICA&CA with those of the Chapter. In addition, the Chapter shall use the designation “A chapter of ICA&CA” or “An independent chapter of the Institute of Classical Architecture & Classical America” in connection with the activities of the Chapter in conformance with this Agreement and its policies regarding the use of ICA&CA “Intellectual Property,” as defined in paragraph 4.3.

Article 5 – Separate Entities

ICA&CA and the Chapter expressly acknowledge and agree that they are, and shall remain, separate entities whose relationship is described and limited by the terms of this Agreement, and that no partnership, joint venture or agency is created by virtue of this Agreement, and at no time shall either party act or represent itself to be acting in any of these capacities. Neither ICA&CA nor the Chapter shall have the right or power to bind or obligate the other party in any manner and shall not make, or represent that it has the power to make, any contract, agreement, representation, warranty or obligation, express or implied, on behalf of the other party. Neither party shall be authorized to incur any liability, obligation, or expense on behalf of the other, and in addition, the Chapter is not liable or responsible for the debts or obligations of ICA&CA and ICA&CA is not liable for the debts or obligations of the Chapter. In accordance with the foregoing, the distinction between the Chapter (and its officers and activities) and the ICA&CA, especially in communications with the general public, must be maintained; accordingly, communications by the Chapter and the Chapter officers or members, in correspondence, advertising or other promotional material, must always identify the Chapter by name.

Article 6 – Termination of Charter

Either party may terminate this Agreement and the charter granted to the Chapter, with all of its attendant rights and obligations (other than payment obligations that have accrued before termination and other than those obligations that expressly survive this Agreement), (a) for any reason upon thirty (30) days written notice to the other party, and (b) immediately upon written notice to the other party in the event of the other party’s material breach of this Agreement. Upon delivery of notice of termination, for any reason and by either party, the Chapter shall promptly deliver to ICA&CA a current roster of all members of the Chapter, including all contact information, to enable ICA & CA to communicate with such members. From and after the date of termination, the Chapter shall cease to identify itself as a chapter of ICA&CA and may only utilize printed material bearing any mark of ICA&CA with ICA&CA’s prior specific written permission for post-termination use.

Article 7 – Warranty; Limitation of Liability

7.1 WARRANTY. ICA&CA MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) CONCERNING ANY EDUCATIONAL MATERIALS, EDUCATIONAL PROGRAMS, MEMBERSHIP PUBLICATIONS OR ANY OTHER ARTICLE, INTELLECTUAL PROPERTY, OR SERVICE PROVIDED HEREUNDER. ALL GUARANTEES, WARRANTIES, CONDITIONS AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WHETHER ARISING UNDER ANY STATUTE, LAW, COMMERCIAL USAGE OR OTHERWISE ARE HEREBY WAIVED AND EXCLUDED.

- 7.2 **LIMITATION OF LIABILITY.** THE CHAPTER ACKNOWLEDGES AND AGREES THAT ICA&CA SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES WHICH THE CHAPTER MAY INCUR FROM ANY CAUSE, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE). IN NO EVENT SHALL ICA&CA BE LIABLE TO ANY PERSON FOR LOSS OF PROFITS, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF GOODWILL, OR INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND.

Article 8 – Miscellaneous

- 8.1 **Entire Agreement.** This Agreement (together with any exhibits hereto) constitutes the entire Agreement between ICA&CA and the Chapter with respect to the subject matter hereof. This Agreement may be amended only by a writing executed by both parties.
- 8.2 **Controlling Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws rules.
- 8.3 **Headings.** The paragraph headings in this Agreement are inserted solely as a matter of convenience and for reference, and are not a substantive part of this Agreement.
- 8.4 **Counterparts.** This Agreement and any documents executed in connection herewith may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 8.5 **Pronouns.** All pronouns used herein shall be deemed to refer to the masculine, feminine or neuter gender as the context requires.
- 8.6 **Waiver.** Any waiver by either party to this Agreement of any provision shall not be construed as a waiver of any other provision of this Agreement, nor shall such waiver be construed as a waiver of such provision with respect to any other event or circumstance, whether past, present, or future.
- 8.7 **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, the remaining provisions shall be enforceable to the maximum extent possible.
- 8.8 **Dispute Resolution.** The parties hereto shall use their best efforts to settle any controversy or claim arising out of or relating to this agreement. If the controversy or claim cannot be settled through direct discussions within 30 days, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration. If any such claim or controversy remains unresolved 60 days after the claim is asserted or the controversy arises, the claim or controversy will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If the parties agree, a mediator involved in the parties' mediation may be asked to serve as the arbitrator.
- 8.9 **Successors and Assigns.** This Agreement shall inure to the benefit of the parties and their successors and assigns. The Chapter may not sublicense or assign any of its rights or obligations under this Agreement without the prior written consent of ICA&CA.
- 8.10 **Notices.** Any notice contemplated by, or made pursuant to, this Agreement shall be in writing and made by courier, facsimile, or mail addressed or directed to ICA&CA at _____ or the Chapter at _____. Either party may change the address for notice by 10 days advance written notice to the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the date first written above (page 17).

INSTITUTE OF CLASSICAL ARCHITECTURE &
CLASSICAL AMERICA

Signature

Name

Title

[CHAPTER]

Signature

Name

Title

EXHIBIT A**Dues and Fund-raising Policy**

- Individual or Professional Member dues in the Institute may be collected either by the Chapter or the national office. All of such dues (determined on a gross basis, rather than net of any Chapter expenses) shall be forwarded to ICA&CA for processing, and thereafter one-third shall be returned by ICA&CA to the Chapter for all new and renewing members.
- Contributions and grants to the Chapter shall be made and delivered to ICA&CA for processing and compliance with taxpayer substantiation rules. ICA&CA will then reimburse such funds to the Chapter less an administrative fee of 5%. Notwithstanding the foregoing, contributions received by the Chapter as part of tuition payments or payments for entrance to fund-raising events may be delivered to ICA&CA net of expenses incurred in connection with the educational or fund-raising event, provided that a written accounting of such expenses is also provided to the ICA&CA.
- The Chapter may independently set fees for events and services of the Chapter.

EXHIBIT B

This form must be submitted no later than October 15 of each year. Please complete the information below and return to:

ICA&CA, 164 Fifth Avenue, New York, NY 10010

Chapter Name

Current Mailing Address

Address

City/State/Zip

Phone

Fax

Physical Address (if different than above)

Address

City/State/Zip

Phone

Fax

Please provide the following on a separate sheet.

1. Please provide a description of the Chapter's purposes and activities, including the sources of receipts and the nature of expenditures, a list of outgoing and newly elected directors and officers and a financial balance sheet for the prior year ended and most recent accounts showing the current assets and liabilities of the Chapter.
2. Please provide complete information regarding all changes in the purposes, character, or method of operation of the Chapter and any change of the name of the Chapter occurring in each case after the Chapter's last submission of this form.

Signature

Date

Name of Chapter Officer

Title

EXHIBIT C

Provisions which are substantially similar to the following paragraphs must be included in the Chapter's Articles of Incorporation or Bylaws.

NONPROFIT CORPORATION. The Corporation is formed and organized pursuant to the [reference to state nonprofit or not-for-profit law] and may engage in any and all activities that are lawful for a _____ nonprofit corporation that is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or any corresponding provision of any future United States Internal Revenue law) (the "Code"). It is intended that this Corporation shall have the status of a corporation which is exempt from federal income taxation under Code Section 501(a) as an organization described in Code Section 501(c)(3) and which is other than a private foundation by reason of being described in either Code Section 509(a)(1) or (2). These Articles and all powers and activities of the Corporation shall be construed accordingly.

PURPOSE. The Corporation is organized exclusively for [describe charitable or educational purpose similar to that of ICA&CA's].

PROHIBITION AGAINST PRIVATE INUREMENT. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its [Members,] Directors, officers or other private shareholders or individuals, or organizations organized and operated for profit, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in [reference to "Purpose" article] hereof.

RESTRICTIONS ON POLITICAL AND OTHER ACTIVITIES. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation. No activity of the Corporation shall consist of participating in or intervening in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision in these Articles, the Corporation shall not carry on any activities not permitted to be carried on by, or which would invalidate its status as, an organization (a) which is exempt from federal income taxation under Code Section 501(a) as an organization described in Code Section 501(c)(3) and (b) contributions to which are deductible under Code Section 170(c)(2).

DISSOLUTION. Upon the dissolution or final liquidation of the Corporation, the Directors shall, after the Corporation pays or makes provisions for the payment of all of the known liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively either by direct distribution for the purposes of the Corporation (as set forth in [reference to "Purpose" article]), or by distribution to one or more organizations (a) which then qualify for exemption from federal income taxation under the provisions of Code Section 501(a) as an organization described in Code Section 501(c)(3), and (b) contributions to which are then deductible under Code Section 170(c)(2), as the Directors shall determine.

EXHIBIT D

ICA&CA Chapter Performance Expectations

The following performance measurements describe the minimum levels at which a chapter can operate successfully, that is, fulfill the expectations of members at the local level. These measures serve as guidelines for new chapters; they also provide a way to measure how successful existing chapters are and whether they are in need of assistance. Articulating these measurements clearly defines expectations for service at the local level as the ICA&CA expands nationally.

Legal Requirements

- Incorporate as a nonprofit organization, operating within the meaning of section 501(c)(3) of the Internal Revenue Code. Register as a nonprofit organization in the state in which the chapter operates and obtain a federal tax identification number and report it to the national office.
- Adopt, maintain, and operate according to policies that are consistent with the national ICA&CA policies.
- Elect officers and a board of directors (or the equivalent). Officers must include a chapter president and a chapter secretary. One of these officers or a separately designated officer must assume the role of treasurer.
- Provide to ICA&CA an annual report of chapter income and expenses.

Chapter Management

- Prepare an annual program schedule that reflects activities consistent with ICA&CA's national mission.
- Establish an annual budget (suggested date: October 15) and submit a copy to the national office.
- Maintain chapter records. Keep records of all chapter activities, including past boards, committees, budgets, board minutes, announcements, publications, etc. and forward to the national office.
- Establish and maintain easy access between local members and the chapter. This includes establishing a chapter mailing address, phone number, e-mail, Web site and directory listing, and letterhead printed to ICA&CA specifications.
- Keep membership regularly informed of chapter activities through newsletter, circulars, announcements, phone campaigns, and the national and local Web sites. A list of services and benefits and a schedule of events should be sent to the national office for posting on the national Web site and *The Forum* newsletter.
- Help maintain membership records, including members' addresses, phone and fax numbers, and e-mail address. Review membership reports sent by the national office and forward any updated information. Develop prospect lists and share with the national office at least annually.
- Restrict access to the membership list, consistent with ICA&CA policy.
- Prepare an annual report containing financial and programming information, due to the national office within six months of the termination of the calendar year which also serves as the ICA&CA fiscal year.

EXHIBIT D,
CONTINUED

Chapter Planning and Programming

- Promote membership.
- Organize events or programs, keeping them consistent with the ICA&CA’s mission.
- Maintain contact with other chapters through correspondence, conference calls, e-mail, and other appropriate mechanisms.

Additional Recommendations

- Honor other chapters’ members at local events.
- Develop and maintain contact with other organizations and agencies in the community and other educational institutions.
- Develop the upcoming year’s basic program plan by October 15 and share it with the national office.
- Obtain a copy of Adobe’s Acrobat Reader, since much communication from the national office will be in that format.
- Seek advice from the national office on the content and format of successful programs during the chapter’s initial period of existence.

EXHIBIT E

ICA&CA Name & Logo



THE INSTITUTE OF
CLASSICAL ARCHITECTURE
& CLASSICAL AMERICA

ICA&CA CHAPTER
APPLICATION

Please complete the information below and return to:
ICA&CA, 164 Fifth Avenue, New York, NY 10010

The following items must be submitted with this application:

- Chapter Agreement (*pages 17-29 of this document*)
- Articles of Incorporation
- Chapter Bylaws
- \$100 application fee (*check made payable to ICA&CA*)

Chapter Name

Founding Officers

President

Company		Title
Address		
Phone	Fax	Email

Vice President

Company		Title
Address		
Phone	Fax	Email

Secretary

Company		Title
Address		
Phone	Fax	Email

Treasurer

Company		Title
Address		
Phone	Fax	Email

III. ICA&CA INSTITUTIONAL AFFILIATE MEMBERS

ABOUT THE AFFILIATE PROGRAM

Affiliate Institutions

The ICA&CA recognizes that there are organizations in existence that share its goals and objectives, but whose programs or mission may vary from the ICA&CA in some manner or who wish to remain autonomous from the Institute. In the development of the broader movement of classical and traditional architecture and urbanism, the ICA&CA believes that it is to every organization's benefit to have some manner of association with each other's organization and members. To meet this need, Institutions may affiliate with the ICA&CA as Institutional Affiliate Members.

Relationship to the ICA&CA

Although Institutional Affiliate Members have the general support of the ICA&CA national office and chapters for their compatible programs and missions, they have no fiscal or corporate relationship to the Institute.

Institutional Affiliate Member's Benefits and Obligations

- Affiliates have the right to use "Affiliate Institutional Member of the Institute of Classical Architecture & Classical America" on their print or electronic material.
- Affiliates have the right to submit calendar or news information to the ICA&CA about their activities, which will be published at the ICA&CA's discretion.
- Affiliates have the right to request use of the ICA&CA names and addresses from our database, selected at the Institute's discretion, and vice versa.
- Affiliates will be listed as such on the ICA&CA Web site.
- Affiliates must submit the Affiliate Institutional Member registration form, fee, and annual renewal fee.
- Affiliates must generally support the ICA&CA's mission through their own activities, even if broadly.
- The ICA&CA has the right to reject any application if it deems that the applying organization does not support or complement the ICA&CA's mission.
- ICA&CA has the right to terminate an affiliate's membership with requisite refunds accordingly.

ICA&CA AFFILIATE
MEMBER APPLICATION
PART I

Please complete the information below and return to:
ICA&CA, 164 Fifth Avenue, New York, NY 10010

The following items must be submitted with this application:

- Institutional Affiliate Member Application Part 2 (*pages 33-35 of this document*)
- Institution description (including size of membership) and mission statement
- Program or event literature describing the activities of the institution
- \$500 application fee (*check made payable to ICA&CA*)

Name

 President Executive Director Chief Executive Officer

Institution Name

Address

City/State/Postal Code

Country

Phone

Fax

Email

Web Site

You will be notified upon your acceptance as an Affiliate Institutional Member at the above address within 60 days.

ICA&CA AFFILIATE
MEMBER APPLICATION
PART 2

This application is made this _____ day of _____, 200__, by _____ (“the institution”).

This application is for consideration of the status of Institutional Affiliate Membership by institutions who desire loose affiliation on an institutional level such that all like-minded institutions may more effectively achieve their goals and broader recognition. The application will be reviewed by the national ICA&CA organization for acceptance.

Institutions desiring Institutional Affiliate Membership must meet the following criteria:

1. Reason for Affiliation

Institutions may apply for Institutional Affiliate Membership whose programs and mission are supportive and compatible with the ICA&CA’s mission and programs. Applicants must submit with this signed form program materials or other items demonstrating mission and program compatibility. The president of the ICA&CA shall be the sole authority in determining whether an institution meets the necessary criteria. The national board will develop the criteria for use by the ICA&CA president.

2. Rights of the Institutional Affiliate

The Institutional Affiliate Member shall have the right to utilize the name “Institutional Affiliate Member of the Institute of Classical Architecture and Classical America” or its abbreviation “ICA&CA” in the name of the institution, to acknowledge affiliation with the ICA&CA, and to receive all other benefits bestowed by the ICA&CA upon its Institutional Affiliate members, as detailed in the benefits below:

- Right to label the institution as an “Institutional Affiliate Member of the Institute of Classical Architecture and Classical America” or its abbreviation ICA&CA
- Right to have the institution’s name and logo listed on the ICA&CA’s Web site as an “Institutional Affiliate Member” as well as a direct link to the affiliate’s web site.
- Right to request the purchase of ICA&CA database records for promotion of the institution’s programs and events
- Right to submit the news or notice of the institution’s events and programs for possible inclusion in the ICA&CA’s Web site, newsletter, or other member materials for consideration for publication.
- Right to develop co-sponsorship opportunities with the ICA&CA.

3. Relationship

The ICA&CA and the institution are separately incorporated and governed; they are entirely discrete institutions with no corporate relationship whose relationship is described and limited by this application. The ICA&CA and the affiliate are not and shall not be considered joint ventures, partners, legal representatives, or agents of each other. At no time shall either party act or represent itself to be acting in any of these capacities. Neither the ICA&CA nor the institution shall have the right or power to bind or obligate the other party in any manner and shall not make, or represent that it has the power to make, any contract, agreement, representation, warranty or obligation, express or implied, on behalf of the other party. Neither the ICA&CA nor the institution shall be liable for any act, error, omission, debt or other liability, or obligation of the other party.

4. Good Institutional Reputation and Mission Compatibility

The ICA&CA requires that institutions be in good corporate standing, and maintain a high reputation for excellence in their programs, to be determined at the sole discretion of the ICA&CA national office. If it is determined that the institution is not, the ICA&CA may reject or revoke the Affiliate Institutional membership. The institution must, in its own mission and programs, generally support a portion of or the ICA&CA's entire mission as set forth in the most current version of the mission, goals, and bylaws.

5. Reciprocal Membership

If it is so desired for members of an Institutional Affiliate Member to have membership in the ICA&CA, and vice versa, the ICA&CA and the institution may discuss the specifics of effecting that arrangement, however, this application does not grant membership in the ICA&CA to the members of an affiliated institution. Although the purpose of affiliation is to generally share information about activities, and to encourage collaborative programs it is expected that there may be an increase in membership in the affiliated institution and the ICA&CA once the affiliation application is accepted.

6. Application Fee

The institution must submit with this signed application a one time non-reimbursable application fee of \$500.

7. Annual Renewal

The institution must file a renewal application each year along with a \$250 renewal fee. Along with that renewal, Institutional Affiliate Members will be required to submit program documentation demonstrating continued compatibility with the ICA&CA's mission.

8. Use of the ICA&CA Name

The use of the name "Institutional Affiliate Member of the Institute of Classical Architecture & Classical America" or its acronym "ICA&CA" by the institution must include the name of the institution so as not to confuse the ICA&CA with the institution. The institution's authority to use the ICA&CA logo or the name "Institutional Affiliate Member of the Institute of Classical Architecture & Classical America" is governed by this application and may be terminated by the ICA&CA in accordance with its provisions.

9. Format of the Institutional Affiliate's Name

The distinction between the institution (and its officers and activities) and the ICA&CA, especially in communications with the general public, must be maintained. Communication by the institution and its officers or members, in correspondence, advertising, or other promotional material, must always identify the institution by its own name.

10. Use of Membership List

The membership list is the exclusive property of the ICA&CA. No institution may rent, sell, or trade the membership list, or use it for any purposes other than promoting events related to the mission of the ICA&CA. Records of the database may be purchased by Institutional Affiliate Members for a fee for a one time use. The fee and use of the list is to be set exclusively by the ICA&CA. Purchase of list records may be denied by the ICA&CA if it determines that the institutions use will compromise an ICA&CA program, or if it determines that the Institution's program or event does not support the ICA&CA's mission closely enough. This determination is entirely at the discretion of the ICA&CA.

11. Listing of the Institutional Affiliate on the ICA&CA Web Site

Institutional Affiliate Members will be listed as such alphabetically on the ICA&CA’s Web site with a hyperlink to their own website and directory information. The location of the listing will be determined solely by the ICA&CA but will be designed in a manner to provide maximum benefit of association for the institution.

12. Termination

Either party may terminate this Institutional Affiliate Membership on thirty days written notice. In the event of non-compliance by a party, the other may terminate immediately by written notice. Upon termination by either party for any reason, the institution shall cease utilizing the name “Institute of Classical Architecture & Classical America” or “ICA&CA”, all of which are owned completely and exclusively by the ICA&CA, and may no longer claim any affiliation with the ICA&CA.

AGREED TO AND SUBMITTED BY:

Institution Name

Name

 President Executive Director Chief Executive Officer

Signature

Date

ICA&CA AFFILIATE
MEMBER ANNUAL
RENEWAL APPLICATION

Please complete the information below and return to:
ICA&CA, 164 Fifth Avenue, New York, NY 10010

This application must be submitted annually along with a \$250 renewal fee.
(Please make check payable to ICA&CA).

Today's Date	Affiliate Member Since
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Name

President Executive Director Chief Executive Officer

Institution Name

Address

City/State/Postal Code

Country

Phone	Fax
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Email	Website
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On a separate sheet, please submit program documentation demonstrating continued compatibility with the ICA&CA's mission.