

**MEMORANDUM OF UNDERSTANDING between
The National Organization of Minority Architects
(NOMA) and The U.S. General Services
Administration (GSA)**

This **MEMORANDUM OF UNDERSTANDING** ("MOU") is entered into and is effective as of **February 15, 2022** ("Effective Date") by and between **the National Organization of Minority Architects (NOMA)**, a not-for-profit Corporation and the **U.S. General Services Administration (GSA)**, an independent agency of the United States government (individually, "Party; collectively, the "Parties.").

NOMA's mission, rooted in a rich legacy of activism, is to empower our local chapters and membership to foster justice and equity in communities of color through outreach, community advocacy, professional development, and design excellence.

GSA is an independent agency of the United States government established in 1949 to help manage and support the basic functioning of federal agencies. GSA supplies products and communications for U.S. government offices, provides transportation and office space to federal employees, and develops government-wide cost-minimizing policies, among other management tasks. GSA's mission is to deliver value and savings in real estate, acquisition, technology, and other mission-support services across government.

NOMA and GSA desire to enter into this MOU for the purposes of promoting growth of representation of minority architects and minority-owned architecture firms in the commercial real estate industry; promoting employment opportunities for minority architects in GSA; and promoting business opportunities for minority-owned architecture firms with GSA.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

NOMA will:

- Membership
 - Offer a Government Corporate Membership Rate to GSA as an entity that, pending funding availability, GSA may enroll annually in accordance with GSA's organizational membership policies and procedures and pending funding availability.
- Awards Coordination/Joint awards.
 - Where appropriate and provided the length of time involved is not significant, offer GSA an opportunity to provide subject matter expertise to NOMA's national and local awards juries.
- Conferences
 - If aligned with the U.S. government's policies and practices, provide complimentary booth and/or exhibit space at the NOMA National Conference.

GSA will:

- Business Services, Professional & Economic Development
 - Through the GSA Pathways Program, provide job announcement opportunities for NOMA

- students to apply for intern positions (pending position and funding availability);
 - Provide training and informational sessions to NOMA members covering GSA hiring processes for intern/recent graduates along with covering the GSA Pathways Program; and
 - Provide an online virtual session on upcoming business opportunities with GSA and an overview of how to pursue contracts with the U.S. government.
- Conferences
 - Where appropriate, conference registrations for up to six (6) members of NOMA Leadership.
 - Where appropriate and consistent with GSA's policies and practices, booth and/or exhibit space at a conference.

Joint Responsibilities & Opportunities for Collaboration

- **Joint Programming.** NOMA and GSA may consider or explore developing and delivering joint programming. Said programming could include, but is not limited to:
 - **Education Opportunities**, including but not limited to webinars, symposia, and lectures;
 - **Research/Surveys**, including but not limited to industry analyses, memberships surveys, and data mining; and
 - **Position Papers**, including but not limited to academic, professional, or industry statements.
- **Leadership Collaborations/Activities**
 - NOMA and GSA will seek opportunities for engagement, collaboration, and knowledge sharing.
- **Exchanging Information.** NOMA and GSA recognize the benefit that may be derived by exchanging information on matters of mutual interest. Accordingly, where both parties deem it possible and appropriate, the parties may provide the other party with updates and information on matters that may serve the mutual interests of both parties.
- **Public Statements.** NOMA and GSA may explore opportunities to make statements to the public on myriad issues. In so doing, they may consider opportunities that present themselves that allow for independent public statements, where both NOMA and GSA deem it possible and appropriate, on matters that may serve the mutual interests of both parties.

General Provisions

- **Liaison Relationship.** NOMA and GSA should designate a staff member to act as the main liaison between each party, and this staff member should assist with communications between the parties. Both parties recognize that this liaison relationship can be modified to fit the needs of this MOU. The GSA liaison should not be expected to spend a significant amount of time on liaison responsibilities.
- **Independent Entities.** NOMA and GSA understand that they are and shall remain distinct entities, and neither has the authority to bind or act for the other. **This MOU does not constitute or create a joint venture, partnership, agency relationship, or formal business organization of any kind, and the rights and obligations of the parties will be those of**

independent contractors.

- **Ownership and Logos.** NOMA and GSA will retain all ownership rights to any work it creates under this MOU. All NOMA copyrights, trademarks, logos, service marks, text, and content of NOMA are and shall remain the property of NOMA. All GSA copyrights, trademarks, logos, service marks, text, and content of GSA are and shall remain the property of GSA.
- **Term and Termination.** This MOU shall be in effect from the date set forth above until terminated. The

term of this MOU is for three (3) years. Both Parties will confer annually to discuss alignment of the MOU with the organization's mission and intent. This MOU may be modified or amended by written agreement, and such modification will be deemed integrated into this MOU. It is recognized that this MOU is a non-binding agreement that can be terminated by either Party for any reason or no reason by providing ten (10) days written notice, which can be sent via email.

- **Non-Binding Obligations.** This MOU is a non-binding statement of the Parties' mutual understanding of their proposed collaboration framework. The MOU is not intended to create any legally enforceable rights or obligations with respect to either Party.

AGREED

National Organization of Minority Architects (NOMA) U. S. General Services Administration (GSA)

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Jason Pugh	Date	Nina M. Albert	Date
President	Commissioner		
National Organization of Minority Architects	Public Buildings Service		
	U.S. General Services Administration		