

August 11, 2003

Mr. Eugene Mopsik
Executive Director
American Society of Media Photographers, Inc.
150 North Second Street
Philadelphia, Pennsylvania 19106-1912

Dear Mr. Mopsik:

This document when signed by the authorized representatives of The American Institute of Architects (“AIA”) and the American Society of Media Photographers (“ASMP”) will constitute a Memorandum of Understanding (“MOU”) between AIA and ASMP regarding use of photographs created by ASMP members submitted in connection with AIA’s award programs.

1. In connection with the announcement of any awards under the awards program and the promotion of the awards program, itself, the following understanding applies:

A. Unless covered by a separate Agreement between the photographer and the AIA member which would allow AIA to publish or make available additional images, AIA agrees to use no more than five images per award-winning project during the awards ceremony and presentation, and to publish or make available for publication not more than five images per award-winning project without further permission from the photographer. This applies to both print and electronic uses, including press kits, and to uses by AIA, its contractors, suppliers, affiliates, subsidiaries and third parties in connection with the announcement of any awards under the awards program and the promotion of the awards program. Any use by any entity other than AIA that involves advertising space (as distinguished from editorial and public relations uses) will require specific permission from the photographer and will not be permitted under this provision.

B. For purposes of the awards presentations and related seminars, AIA shall be allowed to use the photographs in electronic formats. AIA will provide an appropriate credit to the photographer in a suitable format.

C. AIA will provide persons receiving or making requests for photographs with the contact information for the appropriate photographers, provided that the photographers have included their contact information on the Copyright Permission Form for Textual and Visual Works. AIA will also attach or embed, if it is feasible to do so, a copyright notice and credit line. When possible, AIA will set up the copyright notice and

credit line in electronic uses as hot links to the appropriate photographer's Web site, if, when, and to the extent that doing so is not cost-prohibitive and provided that the photographer has included his or her Web site address in the contact information submitted to AIA on the Copyright Release Form.

D. AIA and ASMP agree that this MOU will not govern the use of photographs by ASMP members appearing in the awards issues of "Architectural Record".

2. In connection with AIA's slide library, archives and other educational materials and projects, the following understanding applies:

A. Photographs may be provided only to AIA-members, whom AIA shall notify of the following conditions in a written notice accompanying each access to the photographs:

(1) The members may display the images for in-house, educational programs for other architects and design professionals. They may not make promotional presentations of any kind using the photographs without further permissions from the photographers;

(2) The members may display the images for outside educational presentations at non-profit educational institutions. They may not publish or otherwise reproduce the photographs in educational materials, whether print or electronic, without further permissions from the photographers;

(3) All uses by AIA-member architects shall be accompanied by an attached, or embedded if it is feasible to do so, copyright notice and credit line for the appropriate photographer, whose contact information AIA will supply with each photograph.

3. This MOU is effective until terminated, in writing, by mutual agreement of the Parties. In the event this MOU is terminated, the parties have the option of entering into a new MOU pertaining to AIA's use of photographs submitted by ASMP members in connection with AIA's awards programs. ASMP and AIA understand that neither Party has the legal authority to bargain or set terms or conditions for or on behalf of any of their respective members. They further understand that the compliance by any of their respective members with any provision of this MOU is purely voluntary on the part of such member.

ACCEPTED AND AGREED TO:

**THE AMERICAN INSTITUTE
OF ARCHITECTS**

By: _____

Title: _____

Date: _____

**THE AMERICAN SOCIETY
OF MEDIA PHOTOGRAPHERS**

By: _____

Title: _____

Date: _____