

Special Agreement: Virginia DEC 2025

This Special Agreement is between “the Parties”:

- AIA Virginia
- AIA Blue Ridge
- AIA Central Virginia
- AIA Coastal Virginia
- AIA Northern Virginia
- AIA Richmond

This Special Agreement pertains exclusively to the Chapter Partnership Investment Funds anticipated to be delivered as a one-time distribution by the American Institute of Architects (AIA) in December 2025.

Those monies will be distributed by AIA according to the current Component Allocation MOU, and as follows:

- 50% to AIA Virginia
- 50% to local components, further prorated on a per capita basis

The specific distribution to the Parties by AIA will therefore be:

- AIA Virginia: \$106,094.22
- AIA Blue Ridge: \$9,303.52
- AIA Central Virginia: \$9,687.61
- AIA Coastal Virginia: \$15,747.70
- AIA Northern Virginia: \$50,443.84
- AIA Richmond: \$20,911.57
- Total Allocation: \$212,188.46

Through this Special Agreement the Parties agree to further allocate that distribution as follows:

- **16.67% to AIA Virginia**
- **remaining 83.33% to local components, further prorated on a per capita basis**

The specific further distribution between the Parties will therefore be:

- **AIA Virginia: \$35,364.74**
- **AIA Blue Ridge: \$14,904.13**
- **AIA Central Virginia: \$16,785.23**
- **AIA Coastal Virginia: \$26,624.85**
- **AIA Northern Virginia: \$82,913.25**
- **AIA Richmond: \$35,596.26**
- **Total Allocation: \$212,188.46**

The Parties further agree that these monies will be transmitted between the Parties to achieve the distribution stipulated in this Special Agreement no later than fifteen (15) business days after the receipt of the distribution by AIA, or no later than fifteen (15) business days after the ratification of this Special Agreement by all Parties, whichever occurs later.

Terms

The Parties acknowledge that they must be able to fulfill their responsibilities under this Special Agreement in accordance with the provisions of the law and regulations that govern their activities. The Parties assume full responsibility for their performance under the terms of this Special Agreement.

This Special Agreement is the complete agreement between the Parties.

Amendment or Cancellation

No Party to this Agreement may assign or transfer the rights or responsibilities specified in this Agreement without the prior written consent of the non-assigning Parties, whose approval shall not be unreasonably withheld.

This Agreement may be amended or modified only in writing by mutual signed consent of each Party who is affected. Such amendments or modifications shall be recorded in writing.

The Parties will confer in good faith to promptly resolve any dispute between or among them. If the Parties are unable to resolve the dispute, the matter may be mediated with the assistance of the AIA. Any disputes that are not resolved through this process will be submitted for decision to the Secretary, who will have authority to take whatever action he or she may find appropriate.

Authorization

Each component will become a party to this Agreement upon its execution by one duly authorized representative of the component. Electronic signatures are acceptable for this document.

1. Component Name: AIA Virginia

President's name: _____	Signature: _____	Date: _____
OR President-elect's name: _____	Signature: _____	Date: _____
OR Executive Director's name: _____	Signature: _____	Date: _____

2. Component Name: AIA Blue Ridge

President's name: _____	Signature: _____	Date: _____
OR President-elect's name: _____	Signature: _____	Date: _____
OR Executive Director's name: _____	Signature: _____	Date: _____

3. Component Name: AIA Central Virginia

President's name: _____	Signature: _____	Date: _____
OR President-elect's name: _____	Signature: _____	Date: _____
OR Executive Director's name: _____	Signature: _____	Date: _____

4. Component Name: AIA Coastal Virginia

President's name: _____	Signature: _____	Date: _____
OR President-elect's name: _____	Signature: _____	Date: _____
OR Executive Director's name: _____	Signature: _____	Date: _____

5. Component Name: AIA Northern Virginia

President's name: _____	Signature: _____	Date: _____
OR President-elect's name: _____	Signature: _____	Date: _____
OR Executive Director's name: _____	Signature: _____	Date: _____

6. Component Name: AIA Richmond

President's name: _____	Signature: _____	Date: _____
OR President-elect's name: _____	Signature: _____	Date: _____
OR Executive Director's name: _____	Signature: _____	Date: _____

*****END OF SPECIAL AGREEMENT*****