

North American Architectural Woodwork Standards Committee

Terms of Reference

1. Introduction

The Architectural Woodwork Manufacturers Association of Canada (“AWMAC”) and the Woodwork Institute, collectively referred to as “Organizations”, have jointly elected to form and to undertake certain activities through a North American Architectural Woodwork Standards Committee (“Committee”). This Terms of Reference (“TOR”) sets forth the terms and understanding of the Committee.

2. Purpose and Authority

- 2.1. The purpose of the Committee is to enable the Organizations to provide quality woodworking standards, including testing processes and procedures, to the woodworking industry in North America by developing, reviewing, assessing, updating, and clarifying such standards.
- 2.2. The Committee is wholly without any ability to legally bind either AWMAC, any AWMAC Chapter, or the Woodwork Institute in any way, including but not limited to, entering into any contractual obligation, procuring or selling goods or services, hiring employees or retaining consultants, entering into partnerships or commercial arrangements of any kind with any person or business, incurring costs or making expenditures other than those approved in advance pursuant this TOR, or borrowing or lending money on behalf of either AWMAC, AWMAC’s Chapters, or the Woodwork Institute or on its own behalf.
- 2.3. The Committee is a joint advisory working committee that makes recommendations regarding woodworking standards and testing processes and procedures, for consideration and approval by the Organizations. The Committee has no authority to set, implement, amend or publish such standards or testing processes, procedures or results independently nor can the Committee set, implement, amend or publish policies or procedures relative to the process by which applications for standards or testing is managed. The Committee’s structure is shown in Appendix A.

3. Responsibilities

- 3.1. AWMAC’s Committee Participants are subject to the requirements of AWMAC’s bylaws, policies, and procedures and the Woodwork Institute’s Committee Participants are subject to the requirements of the Woodwork Institute’s bylaws, policies, and procedures.
- 3.2. The responsibilities of the Committee will focus on developing, reviewing, assessing, updating, and clarifying the standards of the Organizations’ joint publication, the North American Architectural Woodwork Standards (NAAWS) for approval by the Organizations in accordance with:
 - 3.2.1. this TOR;
 - 3.2.2. the Organizations’ *Joint Development Agreement* (Agreement);

3.2.3. any work plans, schedules, policies or procedures as agreed upon jointly by the Organizations; and

3.2.4. the approval process each of the Organizations has adopted separately.

3.3. In addition to those items outlined in Article 3.2, the Committee shall provide input into NAAWS related policies and operations when requested to do so by the Executive Director of AWMAC and the Chief Executive Officer of the Woodwork Institute; collectively referred to as the "EDs".

3.4. Committee Participants will, at all times, treat one another and AWMAC's and Woodwork Institute's volunteers, employees, and contractors with respect, participate fully in the work of the Committee by freely sharing their expertise and informed perspectives, make every effort to attend meetings, attend meetings fully prepared having reviewed any materials provided in advance, and make recommendations in the best interest of the Organizations free from personal interest or consideration.

4. Reporting and Accountability

4.1. The Committee as a whole is accountable to and reports to the EDs.

4.2. AWMAC's Committee Participants are accountable to AWMAC's ED and shall interface with the ED of AWMAC.

4.3. The Woodwork Institute's Committee Participants are accountable to the Woodwork Institute's ED and shall interface with the ED of the Woodwork Institute.

4.4. Each of AWMAC and the Woodwork Institute will determine the internal process by which the recommendations of the Committee will be considered by each of AWMAC and the Woodwork Institute, respectively.

4.5. A summary of agenda items discussion and all decisions of the Committee, shall be recorded in the minutes of meetings and require the affirmative vote of at least four (4) Voting Participants.

5. Composition and Appointment

5.1. The Organizations shall each appoint three (3) Voting Participants and one (1) Alternate Participant to the Committee. Each of AWMAC and the Woodwork Institute will determine the internal process by which they will appoint their respective Committee members. To assist with Committee succession, if both Organizations mutually agree, Non-Voting Participants may be appointed to the Committee by their respective Organization. The role of each Non-Voting Participant will be mutually agreed upon by both Organizations (e.g. observer only or active (non-voting) member) . The term of the Non-Voting Participants will be at the discretion of their Organization.

5.2. Alternate Participants shall have full rights of participation in all meetings, except the right to vote unless acting in the absence of a Voting Participant or in the case where a Voting Participant has excused him or herself from a vote.

5.3. The Committee will only vote on the election of Committee Participants to the Chair and Vice-Chair positions, the approval of meeting agendas and minutes and the recommendations it makes for consideration by the EDs or the Boards of Directors of the Organizations as may be applicable.

5.4. The EDs shall have the right to attend all Committee meetings in an ex-officio capacity.

- 5.5. The Committee shall elect from among the Voting Participants its own Chair and Vice-Chair, provided the Chair and Vice-Chair may not be from the same Organization.
- 5.6. The Chair is responsible for approving meeting agendas, conducting the meeting and reviewing meeting minutes before distribution to the Committee for their approval.
- 5.7. The Vice-Chair shall serve in the Chair's absence and take on the Chair's responsibilities.
- 5.8. Four (4) Voting Participants are required for a quorum, two (2) from each Organization.
- 5.9. The term of each Voting or Alternate Participant shall be one year, and may be renewed at the discretion of each Organization. Should a vacancy occur on the Committee, the applicable Organization may appoint a qualified person to fill that vacancy for the remainder of the vacant position's term. The applicable Organization may remove and replace any of their Organization's Committee Participants at any time and at their sole discretion.

6. NAAWS Support Personnel

- 6.1. The EDs shall engage the services of volunteers, employees, or contractors as a Secretary and an Editor to support the Committee's work. The EDs may also engage other contracted service providers on an as-needed basis to provide additional support assuming the cost of such has been approved by the Organizations.
- 6.2. Committee support personnel are accountable to the EDs with respect to all matters relating to this TOR. The terms and conditions under which their services are retained will be determined by the EDs in accordance with the direction and authority granted by the Organizations.

7. Committee Costs

The Committee shall advise the EDs of any anticipated costs for each calendar year to the EDs within the timeline specified by the EDs. The Committee may only incur such costs as are approved by the Organizations.

8. Dissolution of Committee

- 8.1. The Chair and Secretary are responsible for adherence to and management of the Committee dissolution process, as follows:
 - 8.1.1. The Secretary shall send notice of the dissolution to all Committee Participants and the EDs within two (2) business days of receiving the Dissolution Notice. The next Committee meeting minutes shall record the date of receiving the Dissolution Notice, name of the Organization providing the Dissolution Notice, and the resulting date that the dissolution period ends.
 - 8.1.2. The Committee shall continue to operate during a dissolution period of ninety (90) calendar days to complete any pending responsibilities of the Committee.
 - 8.1.3. With the Organizations' approval, the Committee may continue its activities under provisions of a dissolution extension period, provided that the then Committee Participants agree to continue to serve on the Committee for the extension period. A dissolution extension period shall be no greater than ninety (90) calendar days.

8.2. At the end of the dissolution period or the extension thereto, if any, the Secretary shall have one month to close out and consolidation of all Committee records, drafts and correspondence files, all of which shall be permanently archived as scanned digital files and placed on suitable archive media, and each Organization shall receive one copy of such media.

9. Indemnification

Each Organization ("Indemnitor") to this Committee TOR hereby agrees to indemnify, hold harmless and defend the other Organization ("Indemnitee") against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act, any infringement or alleged infringement of third party intellectual property rights, or omission on the part of the Indemnitor or its agents, officers, directors and direct or indirect employees incurred in the performance of this TOR. The duty to indemnify shall continue for a period of four (4) years past the date of the final dissolution of the Committee.

10. Confidentiality

Neither of the Organizations or Committee Participants is to disclose, directly or indirectly, any confidential information received from the other Organization to any third party without written consent, unless required by law.

11. Notices

All notices shall be in writing and shall be delivered to the Organizations at the following addresses (or at such other address for an Organization as may be provided in writing to the other Organization) to **AWMAC**, as follows:

By email to the Executive Director at michelle_morrell@awmac.com.

By post to:

Architectural Woodwork Manufacturers Association of Canada
Attention: Executive Director
PO Box 36525, RPO MacTaggart
Edmonton, AB T6R 0T4

to **Woodwork Institute**, as follows:

By email to the CEO at clare@woodinst.com.

By post to:

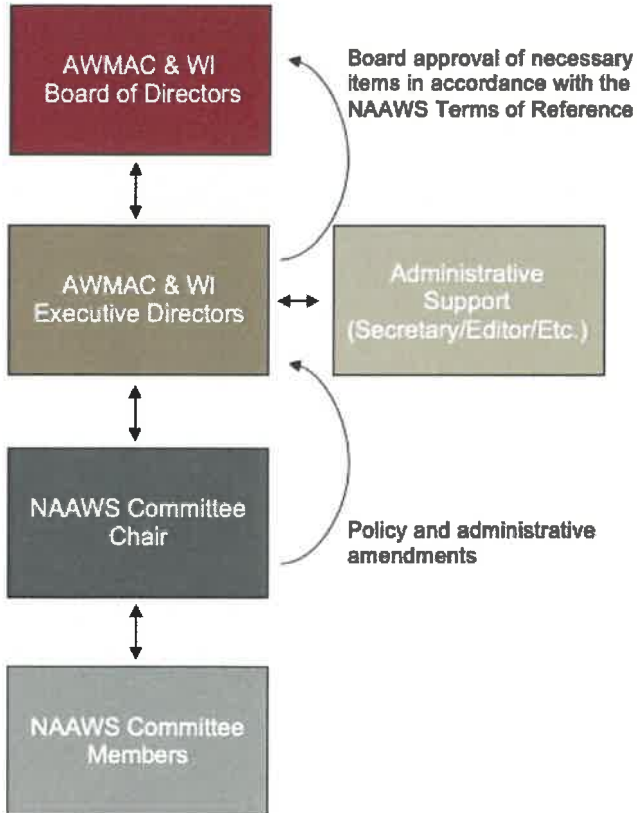
Woodwork Institute
Attention: CEO
1455 Response Rd.
Sacramento, CA 95815

12. Effective Date and Binding Effect

- 12.1. This TOR supersedes all previous agreements, policies, processes, decisions, and motions in contradiction to the agreement
- 12.2. This TOR shall take effect upon signing by both Organizations and shall remain in effect until jointly and dually amended or replaced by the Organizations, or the Committee is dissolved by either Organization.

Appendix A

NAAWS Committee Structure





ARCHITECTURAL WOODWORK
MANUFACTURERS ASSOCIATION
OF CANADA
ASSOCIATION DES MANUFACTURIERS
DE MEUBLERIE ARCHITECTURALE
DU CANADA

12.3. This TOR has been agreed to by the Organizations and approved by the Board of Directors of each Organization, as attested to below by the signatures of their authorized signatories.

Architectural Woodwork Manufacturers Association of Canada, by

Name: Michelle Morrell, Executive Director

Signature: 

Date: February 4, 2022

Woodwork Institute, by

Name: Clare Smith, Chief Executive Officer

Signature: 

Date: February 28, 2022