

**Letter of Intent
Concurrent Conventions
American Academy of Religion, Inc. and the Society of Biblical Literature, Inc.**

This letter of intent sets forth the mutual understanding of the American Academy of Religion, Inc. (AAR) and the Society of Biblical Literature, Inc. (SBL) resulting from conversations between the Executive Directors, and recommendations from the staffs, of the two organizations. There are a number of details that will need to be resolved and placed in writing (largely through the Committee process described below), and those will be adopted and included in a set of operational manuals referenced below. Meanwhile, AAR and SBL will proceed as described in this binding letter of intent.

I. General Description

The AAR and SBL (hereafter, when acting together, “the Organizations”) intend to hold their respective annual meetings on the same dates and at the same venue beginning in the fall of 2011. These concurrent meetings (or “Conventions”) will:

- Occur in the same city—though the venue may change from year to year;
- Occur at the same time—the weekend before the US Thanksgiving holiday;
- Feature a single, jointly managed Publishers/Software/Book Exhibit;
- Feature a single, jointly managed Employment Center;
- Feature distinct and separate AAR and SBL programs planned with open communication between the organizations;
- Encourage the organizations’ members to attend each other’s programs and events at no additional cost;
- Allow the organizations to pursue their unique, if sometimes overlapping, missions; and
- Enhance cooperation, not competition, between the organizations.

II. Formation of a Conventions Management Committee (CMC)

We believe that if Conventions are well planned and well received, further cooperation and collaboration between the AAR and SBL, and between biblical studies and religious studies, will be enhanced. To this end, we propose the formation of a joint committee comprised of AAR and SBL staff members to be called the Conventions Management Committee or CMC. The CMC’s task will be to set policy and make decisions about the management of the Conventions. The CMC will meet on a regular basis and be charged with:

- Developing operational manuals to document operating policies and procedures;
- Establishing dates and deadlines needed to track progress;
- Making management decisions necessary to the efficient operation of the meetings;
- Resolving disputes arising out of or related to this letter of intent; and
- Making necessary changes to this letter of intent during each annual review.

Decisions will be made by consensus of the CMC. If consensus cannot be reached on an issue, the decision will be referred to the Executive Directors of both organizations, and they will be responsible for making a final decision. Decisions will be documented in the meeting minutes and in the applicable operating manual. Changes to the letter of intent will be documented in an addendum to the current letter signed by both organizations' Executive Directors.

III. Naming Convention

The Organizations desire to distinguish the new Conventions from the old AAR SBL Annual Meetings. To this end they have adopted a brand neutral name that incorporates three things: the character of the gatherings, the year, and the host city. Thus the first Conventions will be referred to as "Annual Meetings 2011 San Francisco" and the second as "Annual Meetings 2012 Chicago." This brand will be used on the registration gateway, on signage at the meetings, on promotional materials, on contracts as necessary, and on other common elements to be determined by the CMC. When space and graphic design allow, they will add "hosted by" and use their individual organization logos. Although branded under this naming protocol to facilitate the Conventions, the organizations intend to retain their separate missions and do not intend the Conventions to constitute or rise to the level of an entity separate from AAR and/or SBL.

IV. Planning and Exit Strategy

At a minimum, the Organizations will hold nine consecutive Conventions in 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, and 2019. Within three months after each meeting, the CMC will review feedback from the meeting and propose changes to make necessary improvements. For planning purposes, the CMC will maintain a seven-year planning window during the first two years of this joint venture.

Within three months after the 2013 meeting, an annual process of evaluation and system review will begin. As part of this annual review, the CMC will recommend whether or not to continue the Conventions to the Executive Directors of each organization, who will then decide whether to extend the letter of intent one additional year or declare that it will not be extended. If not extended, then the Conventions will continue through and conclude at the end of the last-agreed term (currently 2019).

V. Hotel and Convention Center Contracts

The Organizations will negotiate and sign hotel and convention center contracts. Annually, the Organizations will determine what, if any, external vendor will be engaged to assist with these contracts. The Organizations currently use Experient. The main principles are to not privilege either individual organization in terms of the use of sleeping or public space and to gain comparable rates for the each organization's members.

VI. Meeting Registration and Assignment of Housing

The Organizations will develop a common gateway for registration which will be accessible via the AAR and SBL websites. All registrants will begin the registration process at the common gateway. Once through the gateway, the system will provide each organization with the ability to have their members clearly understand that they are registering and reserving housing through their organization.

Registration and housing fees and categories will be the same for members of each organization with the understanding that there are variable hotel rates annually in different hotels. VIP registration and housing will be organization specific, depending on the number of hotels needed in a specific venue.

SBL will oversee the development of the EventsPro databases to manage registration and housing, will manage the hotel room blocks, and will provide training for EventsPro software to AAR staff. SBL will administer registration and housing for their members and retain 100% of their registration revenue. AAR will administer registration and housing for their members and retain 100% of their registration revenue. The revenue for registrants who are members of both organizations and all other registrants and attendees who are not members of AAR or SBL will be split 50/50 between the two organizations.

VII. Publishers/Software/Book Exhibit

The Organizations will operate a common exhibit hall to be called The Exhibit. The Exhibit will be operated by a single agent/entity (currently Chrissy Donovan), with pre-selling of space at the preceding year's venue. Rates will be decided mutually, and all policies governing the operations will be spelled out in The Exhibit operational manual. Administrative support for exhibit sales will be provided by SBL.

The agent and the CMC will work closely with an outside vendor (currently Champion) who handles the logistics of The Exhibit as well as signage for the Conventions.

The two organizations will be able to obtain exhibit space "at set up cost" for their own purposes (book sales, subsequent meeting registration, special displays, etc.) without fees. The Exhibit space will provide ample room to give both organizations prime exhibit hall locations for their respective exhibit space.

The net revenue from The Exhibit (all revenues garnered from the exhibit hall minus all expenses incurred in connection with the exhibit hall) will be split 50/50 between the two organizations.

VIII. Employment Center

The Organizations will administer a career service called the Employment Center. The center will serve job seekers and employers and will be linked to the year-round presence of this service. All current policies will be elaborated in the Employment Center operational manual. The AAR will administer this service and may use the SBL software designed to

support this activity. The net revenue from the Employment Center (all revenues garnered from the center minus all expenses incurred in connection with the center) will be split 50/50 between the two organizations. A year-round employment advertising service will be provided by the Organizations and will be managed by AAR. Net revenue for the year-round service will also be split between the individual organizations on a 50/50 basis. The service will bear a “neutral brand” and be accessible from both the AAR and SBL websites.

IX. Audio-Visual Contracts

The Organizations will contract with an outside vendor to provide audio-visual equipment for the management and support of academic sessions at the Conventions when necessary. The Audio-Visual operational manual will contain all policies and operations.

X. Shuttle Contracts

The Organizations will contract with an outside vendor for shuttle services at the Conventions when necessary. The Shuttle operational manual will guide all policies and operations.

XI. Publications

In order for the AAR and SBL to preserve their unique organizational identities and meet the needs of members attending the Conventions, the Organizations agree to the following publication strategy:

- The CMC will establish a common format and design for publications so that AAR and SBL members and advertisers will be equally served.
- The CMC will gather meeting-related information (city maps, hotel maps, exhibit hall floorplan) for use in common publications.
- Each organization will produce and distribute its own pre-meeting planning publications, registration and promotional materials.
- Each organization will publish its own program book. This book will be distributed onsite to those who registered as members of their respective organization.
- An abbreviated version of both program books will be combined in an “At a Glance” type publication to be distributed onsite to all attendees.
- Each organization’s program will be readily accessible online for members of both organizations.

XII. Promotional and Marketing Elements

The Organizations agree to use the name and look of the Conventions to brand the following:

- Marketing material and emails sent to members of both organizations;
- Meeting signage for common areas;
- Meeting name badges and lanyards; and
- Meeting tote bags.

XIII. Advertising and Sponsorships

The Organizations agree to sell advertisements and sponsorships for the Conventions to help recover meeting expenses and generate revenue. Sales will be coordinated by a single agent/entity (currently Chrissy Donovan) beginning at the preceding year's venue. Administrative support for advertising and sponsorships will be provided by SBL. Rates will be decided by the CMC, and net revenue will be split 50/50 between the two organizations. All policies governing the operations will be spelled out in the Advertising and Sponsorship operational manual.

XIV. Related Scholarly Organizations and Affiliate Organizations

The AAR and SBL routinely collaborate with other scholarly and professional organizations. The AAR has developed special relationships with a group of organizations referred to as "Related Scholarly Organizations." The SBL has a similar group that it refers to as "Affiliate Organizations." RSO's and Affiliates—as well as other groups—hold gatherings of one sort or another at our respective annual meetings.

Members of these related organizations who are not members of SBL or AAR will register for the Conventions through the common gateway system. Affiliate and RSO members will be charged the same fee—a rate slightly higher than members of each organization pays. Revenue for RSO and Affiliate registration will be split 50/50 between the two organizations. Membership in AAR and/or SBL will not be required for registration. Membership in AAR and/or SBL will be required for participation in an AAR or SBL session.

XV. Additional Meetings

Members of the individual organizations as well as members of RSOs and Affiliates may request space at the Conventions for meetings, receptions, and functions, which are collectively referred to as "Additional Meetings." Space for the Additional Meetings will be reserved through an online registration process. Members will be charged an hourly rate to be determined by the CMC. RSOs and Affiliates will be given three hours of meeting space at no cost. For additional time slots, they will pay the regular hourly rate for space. The CMC may also establish fees for publication of the functions in meeting program books. The AAR will provide administrative support for Additional Meetings registration. Revenue for Additional Meetings will be split 50/50 between the two organizations.

XVI. Financial Management and Accounting

In order to keep financial records for the Conventions, the individual organizations will:

- open a new joint checking account(s) sufficient to meet the needs of the Conventions (for use with hotels, Experient, contractors, and so forth);
- adopt check-writing policies for efficient management; and
- adopt policies for the account(s) that protect each organization's fiscal integrity.

The individual organizations acknowledge that there currently exists a rough parity between the respective organization's registration numbers. If this rough parity changes over time, that is, if one organization's registration numbers are 15% higher than the other's, a number of our current assumptions (e.g., about revenue/expense splits, the apportionment of administrative responsibilities, etc.) will need to be adjusted accordingly. This task will fall to the CMC and the Executive Directors.

XVII. Management and Allocation of Space

The allocation of public spaces will be decided upon jointly and divided equitably. In 2011, room blocks in each hotel will be divided with each organization having equal access to rooms in every hotel. In future years, the division of sleeping rooms may be arranged by hotel as determined by the CMC. At all times, members of the both organizations will be offered comparable sleeping rooms.

Each organization will maintain its own member services area, equipped with desks, banners, or other graphics, as it deems appropriate and at its own cost. We agree that it is most cost effective for the organizations to maintain a single registration desk that will be branded with the Conventions brand.

XVIII. Financial Results

The Organizations intend to allocate costs and expenses and share net revenues as set forth above, but the Organizations recognize that some third parties may require that either AAR or SBL, and not both of them or the name of the joint venture, be the named party to a contract related to the Conventions. For example, a bank may require that only one FEIN be associated with the joint bank account rather than both AAR's and SBL's FEINs being associated, thus resulting in interest income being reported to one of the organizations. Because such situations may act to frustrate the joint-venture nature of the Conventions, AAR and SBL will each indemnify the other to the extent necessary to make the actual financial results of the Conventions comply with the intent expressed in this letter, whether by offset or otherwise.

By signing below, AAR and SBL are agreeing to the terms and conditions as set forth above in this letter of intent.

American Academy of Religion, Inc.

By: John R. Fitzmier
John R. Fitzmier
Executive Director

Date: 10 June 2010

Society of Biblical Literature, Inc.

By: Kent Harold Richards
Kent Harold Richards
Executive Director

Date: 10 June 2010