

Charter Agreement Between PMI®, Inc. and Project Management Institute, Columbia River Basin Chapter INC

The Project Management Institute, Incorporated, (hereinafter referred to as “PMI®”) is the worldwide, non-profit, professional organization representing its members and through them, the practice and the profession of project management. Article XIII of the PMI Bylaws authorizes the PMI Board of Directors to Charter Component Organizations. This document serves as the Charter Agreement between PMI and the Component named herein.

1. Charter Agreement

PMI formally recognizes and charters the Component named herein as an independent, affiliated organization. The following sections outline the responsibilities of the Component and PMI to one another. A current copy of this document, copies of the Component’s governmental registration documents (including, but not limited to, Articles of Incorporation, or any other documentation from a government body which verifies that the Component is incorporated/registered as a legal entity), and its other current governing documents must be submitted to PMI Headquarters and maintained in the Component’s files there. Documentation may include a copy of the Articles of Incorporation bearing a government seal; a printout of a government web page showing that the organization is registered and showing the government web site address; a letter from a government agency on its own stationery verifying that the organization is registered; or other evidence of incorporation/registration status which is deemed sufficient by the PMI Executive Director in his sole discretion. If the Component’s governing documents or governmental registration documents are renewed or changed, a copy of the revised documents shall be forwarded to PMI within ninety (90) days for review and filing.

A Component may require modifications to this Charter Agreement due to legal requirements in the jurisdiction in which the Component is incorporated/registered or due to other circumstances. Any such modifications must be mutually agreed to and shall be included as attachments to this document at the time of execution. It is the responsibility of each Component to have adequate legal review prior to the execution of this agreement to ensure that all such modifications are identified prior to execution.

2. PMI’s Responsibilities to the Component

PMI, as the parent organization of all PMI Chartered Component Organizations, agrees to perform the following functions:

- A. develop and approve governing policies and criteria from time to time which control and regulate PMI and the establishment and continued operation of all Chartered Components;
- B. process memberships of PMI members who also join Components; collect dues on behalf of Components and disburse those dues to Components; and gather, distribute and maintain centralized membership data and systems, as applicable;
- C. inform Components of all new and revised PMI governing policies, procedures, rules and directives which affect Components;
- D. provide discretionary programs which support the activities and development of Components and Component leaders; and,
- E. fulfill other obligations as described or referenced in this document, and in the PMI Bylaws, policies, practices, procedures, rules and directives.

3. PMI Reservation of Certain Rights

Within the scope of this agreement and of the PMI Bylaws, policies, procedures, practices and rules, PMI reserves the sole and exclusive rights on behalf of and representing the Project Management Institute, to promulgate project management standards; certify project management professionals; accredit and/or recognize training programs and providers; and conduct other PMI-identified and PMI-prepared organization-wide activities, as determined by the PMI Board and the Executive Director.

The Component shall not develop, engage in, endorse or sponsor programs, services, products or other activities that may be confused with, detract from or damage the common and standardized products, programs, services and other activities that PMI may develop in the areas of project management standards; professional certification programs; and accreditation under the name of and with the resources from PMI. PMI may, in its sole and exclusive discretion, authorize the Component to participate in, sponsor or engage in activities related to common and standardized standards development, certification and other areas reserved to PMI as a global, non-profit organization. The Component must receive written authorization from the PMI Executive Director prior to such an activity. The PMI Executive Director shall base his decision on policies and procedures developed by PMI. The PMI Executive Director shall provide a written response to the Component’s request within thirty (30) business days after receiving the request.

Except as otherwise stated in this Section, nothing in this provision shall preclude the Component from developing its own

project management programs, products and services consistent with Sections 14, 15 and 18 of this Charter Agreement.

4. Component Name, Relationship and Independent Status/Component Representations

The Component shall bear the name identified above, and agreed to in the Execution section of this document. The Component will be independently incorporated or registered as a separate and distinct legal entity, and as a Component Organization of PMI in a manner prescribed by PMI. The Component shall meet all legal requirements of the applicable jurisdiction(s) in which the Component is located or conducts business. The Component is responsible to the duly elected PMI Board of Directors for the terms and conditions in this Charter Agreement, and is subject to all policies, procedures, rules, directives and requirements lawfully approved or authorized by the PMI Board.

The Component shall conduct all of its affairs and activities in its own name, and shall not represent itself, directly or indirectly, as being PMI. The Component shall not expressly or indirectly advertise, promote or communicate that the Component's programs, services, or activities are sponsored or endorsed by PMI unless, and only to the extent that, such a sponsorship or endorsement is specifically authorized in writing by the PMI Executive Director. The Component shall not be empowered to bind PMI or commit PMI resources under any circumstances. In like manner, PMI shall not be empowered to bind or commit Component resources under any circumstances.

With the exception of its affiliation with PMI, and the terms and conditions of this Charter Agreement, the Component shall function as an independent organization, which is not controlled, unduly influenced, constrained or administered by any other organization, business or interest.

5. Component Territory, Specific Interest or Knowledge Area

Attachment A of this agreement shall identify, as specifically as possible, the geographic area encompassed by the Chapter; the industry or interest area represented by the Specific Interest Group; or the knowledge area represented by the College. All such designated areas shall be considered non-exclusive.

PMI may, at its sole discretion, designate other Components in the territory, specific interest or knowledge area designated in Attachment A if such action is deemed to be in the best interests of PMI and its members. No such action will be taken until certain actions, which shall include, as a minimum, full, open communications with all parties and a fair process (including input from any affected Component) prior to making a final decision, have been taken.

PMI may conduct educational activities within or related to the designated territory, specific interest or knowledge area, subject to full, open communications with all parties and a fair process (including input from any affected Component) prior to making a final decision.

6. Component Governing Documents

The Component shall formally adopt governing documents, including, but not limited to, Articles of Incorporation (or legally equivalent documents) and bylaws, to provide for the administration and regulation of its internal and external affairs. The Component may, at its discretion or as may be required by law, have other, additional governing documents. The Component shall file current copies of all of its governing documents and amendments to those documents with PMI within ninety (90) days of entering into this Charter Agreement. Subsequent amendments to governing documents shall be filed with PMI within ninety (90) days of such amendments being adopted by the Component.

Renewals of this Charter Agreement are subject to satisfactory review and subsequent acceptance by PMI Headquarters of Component governing documents to ensure that those documents do not conflict with PMI's Bylaws, policies, practices, procedures, rules and directives.

Component governing documents from non-English speaking nations shall be written in both the native language and English, with the native language version taking precedence provided a Component officer certifies in writing to PMI that the translation represents a true and accurate translation to the best of the Component officer's knowledge.

7. Component Membership

Membership in the Component is voluntary and shall be open to any eligible person interested in furthering the purposes of the Component and PMI without regard to race, creed, color, age, sex, marital status, national origin, religion, or physical or mental disability. Component membership shall commence when a PMI member pays dues to be a member of the Component. Membership qualifications and categories shall be solely as authorized in PMI's Bylaws. The Component shall not accept any individuals as members who have not first been accepted by PMI as members, and shall not create its own unique Component membership categories. Membership in the Component shall terminate when a PMI member resigns

membership in PMI or the Component; fails to pay PMI or Component dues; is removed from membership by the PMI or Component Board of Directors for just cause; or membership is otherwise ended consistent with applicable law, and the PMI and Component Bylaws and policies.

8. Component Use of PMI Membership Information and Data

Any information pertaining to membership, including, but not limited to, databases, lists, mailing labels and reports, which is provided by PMI to the Component may be used only in connection with the authorized, lawful business of the Component, consistent with the terms of this Charter Agreement. Such information is considered confidential and shall not be shared with individuals or business entities outside of PMI without the express, written permission of the PMI Executive Director. The Component shall abide by all other policies and guidelines established by PMI related to the use and protection of PMI membership data.

9. Component Dues

Membership dues for the Component, when authorized and applicable, shall be established in a manner consistent with the Component's governing documents. Accurate information concerning such dues shall be communicated to PMI in a timely manner as prescribed by PMI. Such information shall also be made available to Component members for all categories of Component dues.

10. Component Officers and Directors

The officers and directors of the Component shall be determined in accordance with, and act within the scope of, the Component's governing documents. The officers and directors of the Component shall be solely accountable for the planning and operations of the Component, and shall perform their duties in accordance with the Component's governing documents; this Charter Agreement; PMI's Bylaws, policies, practices, procedures, and rules; and applicable law.

11. Component Election Requirements

In accordance with PMI policies, practices, procedures, rules and directives, no funds or resources of PMI or the Component may be used to support the election of any candidate or group of candidates for PMI, Component or public office. No other type of organized electioneering, communications, fund-raising or other organized activity on behalf of a candidate shall be permitted. The Component Nominating Committee, or other applicable body designated by the Component, will be the sole distributor(s) of all election materials for Component elected positions.

12. Component Fiscal Operations and Insurance Protections

The Component shall be solely and legally responsible for its financial affairs, including, but not limited to, all expenses incurred in the name of the Component, and incurred with respect to Component activities. The Component shall establish and practice sound fiscal policies. The Component shall file any and all necessary tax and government reports with the appropriate governmental bodies, and shall send copies of all such reports to PMI in a timely manner.

Each Component is required to have and maintain comprehensive, general liability insurance coverage. The Component is also encouraged, but not required, to seek other corporate protections, including, but not limited to, bonding for financial accounts and professional liability insurance for officers and directors. At its sole discretion, PMI reserves the right to subsidize the insurance of Components.

Neither PMI, nor Components, may borrow money from or lend money or real property to the other entity, or another PMI Component.

13. Prohibitions Against Inurement and Conflict of Interest Within Components

No member of the Component shall receive any pecuniary gain or profit, incidental or otherwise, from the activities, financial accounts and resources of the Component, including but not limited to, the receipt of membership dues or other monies from the Component and its members, except as otherwise provided in this section.

No elected officer or director of the Component Board, appointed committee member or authorized representative of the Component shall receive any compensation, or other tangible or financial benefit for service on the Board. However, the Board may authorize payment by the Component of actual and reasonable expenses incurred by an officer, director, appointed committee member or authorized representative regarding attendance at Board meetings and other approved activities.

The Component may engage in contracts or transactions with members, elected officers or directors of the Board, appointed committee members or authorized representatives of the Component and any corporation, partnership, association or other

organization in which one or more of the Component's directors, officers, appointed committee members or authorized representatives are: directors or officers, have a financial interest in, or are employed by the other organization, provided the following conditions are met:

1. the facts regarding the relationship or interest as they relate to the contract or transaction are disclosed to the board of directors prior to commencement of any such contract or transaction;
2. the board in good faith authorizes the contract or transaction by a majority vote of the directors who do not have an interest in the transaction or contract;
3. the contract or transaction is fair to the Component and complies with the laws and regulations of the applicable jurisdiction in which the Component is incorporated or registered at the time the contract or transaction is authorized, approved or ratified by the board of directors.

Elected officers and directors of the Board, appointed committee members and authorized representatives of the Component shall act in an independent manner, consistent with their obligations to the Component and applicable law, regardless of any other affiliations, memberships, or positions.

Component officers, directors, appointed committee members and authorized representatives shall disclose any interest or affiliation they may have with any entity or individual with which the Component has entered, or may enter, into contracts, agreements or any other business transaction, and shall excuse themselves from any discussion, and refrain from voting on, or influencing the consideration of, such matters.

14. Property Interests of the Component

The Component shall not have title to nor interest in any property of PMI, nor be liable for any debt or other pecuniary obligation of PMI, nor vice versa. Neither party shall be the agent for the other, nor have the authority to bind the other in any contract, or other commitment, either verbal or written.

15. Component Member Services

The Component may provide services to its members, as it deems appropriate, within the scope of its governing documents. However, applicable governmental laws, as well as policies, procedures, practices, rules and directives established by PMI shall be followed.

16. Component Affiliate Organizations

Unless otherwise stated in PMI policies or authorized by the PMI Board of Directors, the Component shall not establish any other affiliated organization or structure except for PMI Student Member-affiliated organizations. All Student Member-affiliated organizations shall be organized and managed in accordance with policies, procedures, practices, rules and directives established by PMI.

17. Expert Counsel for the Component

The Component is encouraged to seek expert counsel for assistance related to legal, financial and other matters deemed appropriate by the Component Board of Directors and at the Component's own expense. PMI shall not retain expert counsel on behalf of the Component, unless expressly authorized by the PMI Executive Director in his sole discretion.

18. Component Use of PMI Intellectual Property

PMI Components shall have limited access to, and limited use of, PMI intellectual property subject to compliance with all PMI policies, procedures, practices, rules, directives, and guidelines which exist as of the time of the use or access by the Component (hereinafter "Intellectual Property Policy") and all applicable laws regarding the use of PMI intellectual property. This limitation on Component use and access applies to any PMI trademark, service mark, certification mark, trade name, corporate logo, trade secret, copyrighted material or other intellectual property owned or claimed by PMI. PMI reserves the right in its sole discretion to make changes to its Intellectual Property Policy from time to time, without the prior consent of the Component.

19. Prohibition Against Component Contracts Binding PMI

The Component shall not enter into any contractual obligation or other agreement which directly or indirectly purports or seeks to bind PMI, financially or otherwise, unless specifically authorized by the PMI Executive Director in writing prior to the execution of the contract or entry into the agreement. Components are prohibited from engaging in any activity or taking any action which causes PMI to be legally or financially bound to any agreement or other relationship. The Component shall not act on behalf of PMI beyond the limits of this Charter Agreement. Any commercial contracts and business arrangements entered into on behalf of a PMI Component where the financial obligation of the Component is greater than or equal to

\$10,000 (US) shall specifically state that PMI is not a party to the contract, agreement or other arrangement, and that no party to such agreement or arrangement is authorized or designated by PMI to act on behalf of PMI.

In like manner, PMI shall not obligate or bind the Component, beyond the terms and conditions of this Charter Agreement, unless specifically authorized by a duly authorized Component officer in writing prior to the execution of the contract or entry into the agreement.

20. Component Cooperative Agreements with Non-PMI Entities

Consistent with the terms of this Charter Agreement, the Component may form authorized relationships with other organizations, corporations, associations, and similar entities, to establish a basis for mutual activities and exchanges of information related to the field and practice of project management. Such relationships shall be consistent with guidelines established by PMI and with all terms and provisions of this Charter Agreement, particularly with regard to Sections 3, 4, 7, 8, 13, 18, 19, and 24. Further, agreements shall not result in a controlling interest by the non-PMI organization, corporation, association or similar entities.

Prior to its acceptance and execution of a cooperative agreement or other formal relationship with a non-PMI entity, the Component is encouraged but not required to employ a fair process for full and open exchange and communication with PMI related to agreements they are negotiating with non-PMI entities. During such a process, the Component should inform PMI of the terms and conditions of such agreement or relationship and should provide PMI with a complete copy of all documents which state the terms and conditions of the relationship.

Any Component which has established cooperative agreements with non-PMI entities shall produce a listing of those entities and shall provide a copy of the listing to PMI Headquarters each year.

21. Component Charter Renewal

This Charter Agreement shall renew and remain in force and effect each year following receipt and acceptance by PMI Headquarters of required documentation, demonstrating that the Component has satisfied the minimum standard Component performance criteria established by PMI. Those criteria shall, at a minimum, include submitting evidence to PMI annually demonstrating that the Component has maintained its incorporated/registered status, and has complied with applicable national, federal, state, provincial and other jurisdictional laws and regulations, including, but not limited to, tax and other governmental filings. Such standard performance criteria and documentation, which may be amended by PMI from time to time, will be published annually by PMI Headquarters and communicated to the Component.

PMI Headquarters shall have the authority to suspend or terminate this Charter Agreement upon the determination that the Component is no longer a viable entity; that the Component is unable or unwilling to comply with the charter renewal process; or that such an action is in the best interests of PMI and in accordance with applicable policies. Similarly, the Component shall have the authority to terminate this Charter Agreement by communicating its decision to do so in writing to the PMI Executive Director.

22. Survival of Agreement Terms

If any portion of this agreement is declared invalid or unenforceable for any reason by a court of law or by action of a government body, all remaining provisions of the Charter Agreement shall remain in full force and effect and shall not be affected thereby.

23. Dissolution of the Component

If the Component or its corporate entity is dissolved, terminated, or otherwise required to end its existence for any reason, its assets shall, after payment of all just debts, be disposed of in a manner prescribed in the Component's governing documents, and consistent with applicable law.

24. Confidential Information

The Component shall, during the term of this agreement, maintain the confidentiality of any and all of PMI's confidential, sensitive or proprietary information or data (collectively, "confidential information"). Information or data deemed confidential shall include membership lists, financial information and any other material specifically marked as confidential. Such confidential information shall at all times remain the property of PMI and shall be deemed to be furnished to the Component in confidence and solely in connection with the Component's obligation under this Charter Agreement. In like manner, PMI shall maintain the confidentiality of any and all of the Component's confidential, sensitive or proprietary information or data which is specifically marked as confidential, and agrees that such confidential information shall at all times remain the property of the Component. Each party may use the confidential, sensitive or proprietary information or

data furnished by the other for legitimate, nonprofit Component and PMI purposes.

Upon termination of this agreement for any reason, the Component shall immediately deliver to PMI all written or electronically stored documentation, including copies, of or concerning confidential information, shall make no further use of such confidential information and shall make reasonable efforts to ensure that no further use is made by the Component or its representatives of such confidential information. PMI shall act in like manner with regard to Component confidential information. Each party's confidentiality obligations shall survive the expiration or termination of this agreement.

25. Component Indemnification of PMI

The Component shall indemnify and hold harmless PMI, its officers, directors, employees, agents and representatives from and against any and all claims, suits, damages, losses, and liabilities, including reasonable attorney's fees and costs, arising out of, or directly related to, the actions or activities of the Component. However, as to any claim, suit, damage, loss or liability which may be alleged or brought against the Component by a PMI member, officer, director, or employee, the Component does not, by this indemnity agreement, waive or otherwise forfeit any defense which the Component may have with respect to such claim, suit, damage, loss or liability.

Notwithstanding the preceding provisions, in all cases, PMI reserves all legal rights, options and processes available under applicable jurisdictional law and regulation.

26. Agreement Dispute Resolution

Disputes relating to the interpretation of, or otherwise arising from the terms of, this Charter Agreement will be presented to the PMI Executive Director for resolution. If no resolution accepted by all parties is achieved, then the dispute will be settled by one of the following methods:

- A. If both parties agree, the matter may be referred to the PMI Board of Directors or other designee.
- B. If both parties agree, mediation by an independent, neutral, mutually acceptable volunteer PMI member mediator.

If the parties cannot agree on the methods prescribed above, then the dispute will be settled by binding arbitration by a panel of three (3) PMI member arbitrators, selected as follows: one (1) panel member will be selected by PMI, who shall not be a current PMI Board member; one (1) panel member will be selected by the Component, who shall not be a member of that Component; and one (1) panel member will be selected by the other two arbitrators.

The Arbitration Committee will be appointed within 45 days and will convene with all members present within 90 days following the request. The site selected for the meeting, the rules of procedure for the meeting, and the method of reporting will be by mutual agreement of the members of the Committee. Expenses for the meeting will be paid by PMI if the arbitration was initiated by PMI. If the arbitration was initiated by the Component, the expenses will be paid by the Component. If a party requests participation in the meeting by other persons, the party requesting participation will pay expenses of other persons participating in the meeting. The Arbitration Committee will select a Chair from its membership. The Chair will appoint a Secretary who will furnish a written report of the arbitration decision to both parties.

For disputes involving Components based in the United States or Canada, in the event that the arbitration fails for any reason, any controversy or claim arising out of or relating to this Charter Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The place of the arbitration shall be Philadelphia, Pennsylvania. The law of the Commonwealth of Pennsylvania of the United States of America shall govern the arbitration, including its conflict of laws rules.

For disputes involving Components based outside of the United States or Canada, in the event that the arbitration fails for any reason, any controversy or claim arising out of or relating to this Charter Agreement, or the breach thereof, shall be settled by arbitration administered by the International Chamber of Commerce under its rules and procedures. The place of the arbitration shall be determined by the arbitration panel. The law of the Commonwealth of Pennsylvania of the United States of America shall govern the arbitration, including its conflict of laws rules.

27. Controlling Law

This Charter Agreement has been made in the Commonwealth of Pennsylvania of the United States of America, and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, including its conflict of laws provisions. All legal proceedings relating to the subject matter of this Charter Agreement shall be maintained in courts sitting with the Commonwealth of Pennsylvania, and the parties consent and agree that jurisdiction and venue for such proceedings shall lie exclusively with such courts.

The Component acknowledges that certain laws of the United States or other jurisdictions may be applicable to the performance of this Charter Agreement by the parties, such as U.S. export control laws, trade sanctions, antiboycott compliance and antitrust laws. Without limiting the generality of the foregoing, the Component expressly acknowledges that certain activities in furtherance of such performance, in some circumstances and upon certain findings of fact, may give rise to civil or criminal liability on the part of PMI and its officers, directors, employees or agents under the Foreign Corrupt Practices Act of 1977 of the United States of America (dealing with certain payments to obtain business). Therefore, the Component agrees that it will not, either directly or indirectly, through its officers, directors, employees, agents or members, offer, pay, promise to pay, or authorize the payment of any money or thing of value nor will it be offered, given, or promised, directly or indirectly, to any government official, for the purpose of (i) influencing any act or decision of such government official to fail to perform his official functions, or (ii) inducing such government official to use his influence with the government or any instrumentality, in order to assist PMI or the Component in obtaining or retaining business for or with, of directing business to, any person.

28. Integration and Modification

This Charter Agreement, and applicable PMI policies, procedures, practices and rules as from time to time amended by PMI, constitutes the complete understanding of the parties regarding the subject matter thereof and supersedes any prior written or oral agreement, offer or representation. The parties have entered into this Charter Agreement solely upon their respective understanding of the terms and conditions set forth herein and not upon any extrinsic representation or statement made by the other party hereto.

This Charter Agreement may not be modified, changed or amended except by a written document signed by a duly authorized representative of each of the parties hereto.

29. Waiver

Any waiver by either party to this Charter Agreement of any provision shall not be construed as a waiver of any other provision of this agreement, nor shall such waiver be construed as a waiver of such provision with respect to any other event or circumstance, whether past, present or future.

30. Successors and Assigns

This Charter Agreement shall inure to the benefit of PMI, its successors, and assigns, and PMI may assign all or any portion of this agreement and its duties hereunder upon written notice of any such assignment. The Component may not sublicense or assign any of its rights or delegate any of its obligations under this Charter Agreement without prior written consent of PMI.

Execution

The Component shall be named as follows:

Project Management Institute, Columbia River Basin Chapter INC
(Component Name)

This Charter Agreement is entered into by the named parties representing the Component and PMI and shall be effective as of the last date signed by a named party:

MA Cahill
(Signature)

Michael A Cahill
(Component President/Chair)

December 10, 2001
(Date)

[Signature]
(Signature)

Virgil R. Carter, FAIA
(PMI Executive Director)

21 September 2001
(Date)

Attachment 1

Columbia River Basin Chapter C066

Country	State	City	Zip
United States			988 - 989
United States			993