

POLICY MANUAL

For PMI Chapters



PMI Chapter Development Team

Last Updated: 23 March 2017

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Welcome to your volunteer role as a PMI chapter leader! Volunteers are the lifeblood of PMI, providing services to both the profession and the Institute. Volunteerism is one of PMI's core values: *Volunteers and effective volunteer partnerships with staff are the best way to accomplish the Institute's goals and objectives.* Thank you for your valuable time and contributions in furthering PMI's efforts to advance the practice, science, and profession of project management throughout the world.

1.1 Purpose of This Manual

This manual contains policies and resources that establish the rules, intentions, and directions for the governance of PMI chapters, including their branches, where applicable. Whether you are a newly elected or appointed officer or have been a long-time PMI chapter volunteer, this manual will assist you in your role as a PMI chapter leader.

1.2 Policy Distribution and Updates

The chapter president must ensure that the chapter board of directors uses the most current version of this manual, which is available on the [Community Leadership Online Community \(Leadership OLC\)](#). PMI updates the manual every two years. New and updated policies, procedures, and guidelines are published on the Community Leadership Online Community.

1.3 Questions on Chapter Policies

Contact the PMI Chapter Development Department at chaptersupport@pmi.org if you have any questions about the policies and references in this manual.



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2.1 Purpose of the Chapter Board

A chapter board member is a fiduciary (described as a trustee, director, officer, or chairperson who has a duty to the members who elected him or her) who helps steer the chapter toward a sustainable future by adopting sound, ethical, and legal governance and financial management policies to ensure the chapter can advance its vision and mission.

2.2 Alignment with PMI Core Values

Through times of growth and change, our core values provide continuity and a moral compass, communicating our beliefs and guiding our behavior. PMI's core values are the foundation of PMI:

- **Project Management Impact:** Project management is a critical competence that has a positive influence on an organization's results and society.
- **Professionalism:** Accountability and ethical behavior ensure our commitment to PMI stakeholders.
- **Volunteerism:** Volunteers and effective volunteer partnerships with staff are the best way to accomplish the Institute's goals and objectives.
- **Community:** Bringing members of the global project management community together is the best way to advance the project management profession.
- **Engagement:** Engagement encourages diverse viewpoints and enables individuals to contribute to the project management profession and to the Institute.

Each member of PMI is bound to the *PMI Code of Ethics and Professional Conduct*. Honesty, responsibility, respect, and fairness drive ethical conduct for the project management profession and chapter operations.

2.3 Chapter Board Responsibilities

The chapter board of directors must adhere to the following responsibilities to ensure the utmost integrity of the officers and the organization.

2.3.1 Laws

The chapter must adhere to local, state or provincial, and federal laws surrounding not-for-profit organizations.

2.3.2 Articles, Bylaws, and Charter

The chapter must adhere to its articles of incorporation, chapter bylaws, and PMI Chapter Charter Agreement. Each of these documents has legal standing to regulate how the chapter carries out its business. Interested parties can challenge the chapter and its leaders on adherence to these governance documents. The chapter bylaws must offer the chapter board of directors enough flexibility to act on the members' behalf without having to ask for permission to act.

2.3.3 Tax Filings

The chapter must file, and make available, accurate and timely reports of tax filings. Independent audits of the chapter's financial records are also encouraged.

2.3.4 Records Management

The chapter must maintain accurate records related to its business affairs. If a chapter is challenged about any of its past or current practices or policies, and cannot produce appropriate documentation to substantiate its defense, the chapter and its leaders may be at risk.

2.3.5 Annual Report

The chapter must publish an annual report stating its programs, officers, and financial condition.



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2.3.6 Policies and Procedures

The chapter must develop and maintain operational policies and procedures, including the nomination, election, and financial management policies. Policies and procedures must be fair, equitably applied in every situation, and non-discriminatory.

2.4 Adherence to Fiduciary Duties

PMI chapter leaders must adhere to fiduciary responsibilities to foster effective governance, set ethical leadership expectations, maintain accountability, and reduce liability exposure.

2.4.1 Duty of Care

A leader must exercise the same level of care over the chapter's business as a reasonable person would over his or her personal business. Chapter leaders have a duty to be informed and to maintain confidentiality on matters that are brought to their attention.

2.4.2 Duty of Loyalty

A leader must act in an independent manner, avoid conflicts of interest, and uphold the interests of the members and the chapter above personal interests.

2.4.3 Duty of Obedience

The chapter board of directors must speak with one voice. A chapter leader must support board of director decisions and policies even if he or she personally disagrees.

2.4.4 Duty of Integrity

A leader must follow all governance documents and chapter policies in an ethical and honest manner, including the *PMI Code of Ethics and Professional Conduct* and the *Guideline for Conduct of PMI Chapter Leaders*.

2.5 Chapter Leader Residence Policy

Chapter leaders must reside in the geographical area of chapter's operation for a minimum of six months each year. The six-month period does not need to be continuous.

2.6 Chapter Election Policies

Annual elections are required and integral part of the chapter's existence. Chapter leaders must promote election of officers, onboard and train new board members, and monitor volunteer performance.

2.6.1 Nomination and Election Policy Requirements

The chapter board must have well-written nomination and election policies to promote and insure fair and timely elections.

2.6.2 Nominating Committee

The chapter board must approve a nominating committee to manage the nomination and election process. The nominating committee interviews and vets applicants for board opportunities and announces a slate of qualified candidates.

2.6.3 Maintenance of Officer Listings

It is the responsibility of the chapter president or chair to update officer listings within the PMI Component System. Updates must occur promptly following annual elections to ensure continuity of leadership access to records within the Component System (CS).



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2.6.4 Use of Electronic Voting

PMI provides the use of a no-cost electronic voting service to help chapters comply with all nomination and election policies and timelines. The chapter must contact its chapter administrator at least three weeks in advance of the election to request the use of electronic voting.

2.7 References

REFERENCE	LOCATION
Code of Ethics and Professional Conduct	About section of PMI.org under Governance
Guideline for Conduct of PMI Chapter Leaders and Volunteers	Available from the Leadership OLC under Code of Ethics
PMI Strategic Plan	About section of PMI.org
PMI Chapter Leader Guide: Financial Management of PMI Chapters	Available from the Leadership OLC under Chapter Leader’s Guides or in the Chapter Leader Guides folder of the Marketing Portal

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A chapter board member is a fiduciary who helps steer the chapter toward a sustainable future by adopting sound, ethical, and legal governance and financial management policies to ensure the chapter can advance its vision and mission.



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3.1 PMI Chapter Charter Agreement

The PMI Chapter Charter Agreement is a uniform, legally binding agreement of affiliation between PMI and the chapter. It defines the affiliation between PMI and the chapter organization and the responsibilities and accountability that are expected of each party.

3.1.1 Authority and Responsibility

The PMI Chapter Charter Agreement incorporates into one document those organizational policies with which PMI chapters are required to comply. It provides flexibility and adaptability for legal requirements from country to country. PMI chapters have the authority and responsibility to develop their own programs, services, and initiatives in support of the overall mission and objectives of PMI.

3.1.2 Agreement Approval

Upon incorporation, PMI creates an official PMI Chapter Charter Agreement document, signed by the PMI President and Chief Executive Officer and mailed to the chapter for signature.

3.1.3 Awareness

All chapter board members must read and understand the terms of the PMI Chapter Charter Agreement to understand, and comply with, the requirements of their relationship with PMI.

3.2 Chapters with Branches

A chapter chartered as a chapter with branches receives a PMI Chapter Charter Agreement with specific language allowing for the creation of branches and outlining the authorities and limitations placed on branch operations and representation.

Contact your Chapter Partner to verify if your chapter must complete a defined reorganization process to be chartered and recognized by PMI as a chapter with branches. Once a chartered chapter becomes a chapter with branches, it will receive an updated PMI Chapter Charter Agreement to reflect this structure change.

3.3 Chapter Services

Chapters must demonstrate alignment with the PMI Strategic Plan through the annual PMI Chapter Charter Agreement renewal process and the Catalog of Core and Extended Services. A chapter is considered to be in alignment when each of the services received by its members is associated with a PMI Strategic Plan objective as described in the Catalog of Core and Extended Services.

3.3.1 Core Services

Core services are activities and benefits to be met by all PMI chapters. These services and benefits may be delivered in a variety of ways. Target metrics are pre-defined, although chapters may set targets exceeding these thresholds.

3.3.2 Extended Services

Once a chapter has consistently demonstrated high performance in delivering core services, the chapter should begin to plan for the delivery of extended services. Extended services are activities or benefits that go above and beyond the core services that PMI chapters are required to provide. The service catalog includes examples of extended services.

3.4 Chapter Reorganization

Existing chapters must follow the PMI chapter reorganization process to expand their geographic area of operations beyond their current approved territories, establish chapter or student branches, or undertake chapter mergers. If your chapter wishes to undertake such a reorganization, please contact your Chapter Partner to learn more about the defined reorganization process.

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3.5 Chapter Charter Renewal

Each chapter must submit a complete charter renewal annually to maintain its charter with PMI. This annual charter renewal process is completed online in the Component System.

3.5.1 Purpose

The annual charter renewal process confirms that chapters meet PMI's minimum performance requirements and are in compliance with PMI policies. The renewal process also verifies chapter activities offered during the previous year. The chapter must annually verify that it maintains an incorporated or registered status and complies with all relevant tax filing requirements.

3.5.2 Charter Renewal Deadline

A chapter must complete the charter renewal process in the Component System by 31 March of each year.

3.5.3 Minimum Performance Requirements

PMI chapters must verify that the following minimum performance requirements are met as part of the annual charter renewal process:

- The chapter must have a minimum of 25 members, all of whom must be current members of both PMI and the chapter.
- The incorporation or registration of the chapter must be complete and up-to-date, with all applicable renewals filed.
- The chapter must provide annual tax reports and annual financial reports.
- The chapter must submit amended governing documents to PMI for review, approval, and filing.
- The chapter must hold annual elections.
- The chapter must submit all officer names and contact information after elections are complete.
- The chapter must maintain appropriate insurance coverage in accordance with PMI chapter insurance policies.

The chapter must also provide verification that it has met legal requirements in its jurisdiction regarding the following:

- The required number of board of directors meetings with accompanying minutes
- The communication of information to members
- The required number of membership meetings
- The management operations in a manner consistent with its governing documents and applicable laws, including elections
- The delivery of the minimum core services to all chapter members

3.5.4 Charter Renewal Audit

PMI may select a chapter's charter renewal for audit. Submission of the charter renewal indicates agreement to comply with audit terms. During an audit, the chapter will be asked to submit copies of the following documentation. These documents must also be made available to all chapter members upon request:

- Meeting minutes from the required annual meeting
- Chapter board meeting minutes
- Communication to the membership

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- Election results and documented policies
- Board transition and succession plans
- Leadership meeting attendance
- Detailed financial information including, but not limited to bank statements, financial statements, ledger books, and names of the assigned signatories of the chapter bank account.

3.5.5 Charter Renewal Policy Compliance

The chapter must adhere to all applicable regulations and requirements according to PMI policies and procedures, including the PMI Chapter Charter Agreement, the chapter bylaws and the policies in this manual.

- Failure to meet minimum performance requirements may result in the chapter being reassessed, placed on probation, or terminated.
- Chapters that fail to submit a renewal, or submit an incomplete renewal by the annual deadline, are subject to probation.
- If there are discrepancies in the data a chapter provides, PMI may return a chapter's charter renewal application and request additional data.
- Misrepresentations of information provided to PMI on the charter renewal are considered a breach of the PMI Chapter Charter Agreement and the chapter may be subject to probation. *See Section 13 for information on chapter probation policies.*

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3.6 References

REFERENCE	LOCATION
Chapter Reorganization Handbook	Leadership OLC – chapter formation and reorganization
Chapter Reorganization Summary Form and submit the Interest Form	Leadership OLC – chapter formation and reorganization http://www.pmi.org/membership/chapters/formation
Leader's Guide to Chapters with Branches	Available from the Leadership OLC in the Leadership folder under Chapter Formation and Reorganization
Annual Charter Renewal Process	Available from the Leadership OLC in the Charter Renewal folder under FAQs



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4.1 Incorporation Policy

All PMI chapters must become either incorporated or become registered as a non-profit organization according to the laws of the state, province, region, or nation in which they primarily conduct their business activities.

All PMI chapters are required to submit their executed Articles of Incorporation, or other applicable document, to PMI as part of the chapter formation process. The Articles of Incorporation must be included as one of the chartering requirements after the chapter's business plan has been approved. PMI requires that these documents be submitted in English.

Potential chapters may not become chartered until PMI approved their business and receives incorporation documents and other required materials.

4.1.1 Considerations for Incorporation

Some chapters will experience unique challenges in attempting to incorporate in certain jurisdictions. These challenges may include a lack of recognition of non-profit organizations; a complex variety of rules, regulations, and processes; or, no apparent legal mechanisms for incorporating the organization as a legal entity. In these instances, PMI may suspend the incorporation and formation process while the chapter further explores and presents options to PMI.

Requests to change the incorporation deadline must be submitted in writing to PMI. This temporary suspension of the deadline does not waive the requirement that the chapter must incorporate or register with an appropriate governmental body.

If a chapter encounters challenges in the incorporation process, the leadership will work with the Chapter Development Department via their Chapter Partner for assistance.

4.1.2 Proof of Renewal of Incorporation or Registration

The executed Articles of Incorporation or other applicable documents must have the seal of the applicable government or must otherwise demonstrate that the applicable governmental body has formally accepted the chapter's incorporation within the jurisdiction.

Once a chapter is incorporated, the leadership must submit proof of incorporation or registration renewal or valid proof of incorporated or registered status with each annual charter renewal. PMI requires that these documents be submitted in English.

4.2 Chapter Bylaws Policy

Along with the PMI Chapter Charter Agreement and Articles of Incorporation, bylaws are critical governing documents for the chapter. Chapter bylaws are required to meet PMI policy and define where leaders can exercise flexibility to fit the needs of the chapter organization. Following PMI's approval, chapter members must approve the chapter bylaws.

4.2.1 Adherence to Bylaws Template

Chapter bylaws must include all sections and articles, and conform to the language of the Chapter Bylaws Template, unless a different language is required by the incorporating jurisdiction. Bylaws must be submitted in English for review and approval by PMI.

4.2.2 Required Review of Chapter Bylaws

Chapters are encouraged to review their bylaws every three years, or when the governance of the chapter is under review. All bylaws changes must be reviewed and approved by PMI prior to membership approval. All bylaws submittals should be sent via email to the appropriate Chapter Administrator.



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4.2.3 Bylaws Review and Approval

Chapters must ensure efficient and timely approval of chapter bylaws by PMI before presenting bylaws to the chapter membership. The review time is approximately four to six weeks.

- 1 The chapter bylaws must be based on an electronic copy of the Chapter Bylaws Template.
- 2 The chapter board must review the bylaws template and revise existing bylaws accordingly.
- 3 The chapter board must submit the chapter's draft revision to PMI for review. The review process will result in recommendations and revisions to the proposed draft of the chapter bylaws.
- 4 After reviewing PMI's recommendations and revisions, the chapter board must edit, approve, and resubmit their final bylaws for review by PMI.
- 5 Once approved by PMI, the chapter board must present the updated bylaws to the chapter membership for a final vote. The voting process for bylaws must adhere to these points:
 - Chapter bylaws must designate that electronic voting can be conducted, if the jurisdiction allows.
 - If an electronic balloting tool is to be used, the chapter president, or his or her designee, must forward all applicable information to the Chapter Administrator. The Chapter Administrator will set up the ballot, supervise the vote, and forward the results to the designated chapter leader.
 - If the chapter chooses to conduct its own bylaws ratification vote rather than using an electronic balloting tool, the chapter must notify PMI, provide proof of membership approval, update chapter records, and upload the member-approved bylaws into the Component System.

4.3 Insurance Coverage Policies

Chapters must obtain the appropriate insurance and maintain coverage in accordance with PMI chapter insurance requirements.

4.3.1 Insurance Coverage for PMI Chapters

Article 13 of the Charter Agreement states:

Each Chapter is required to have and maintain comprehensive, general liability insurance coverage. The Chapter 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 obtain insurance coverage for Chapters and/or to subsidize the insurance of Chapters.

To ensure that chapters and their volunteer leaders have adequate protection against potential exposure to liability, PMI makes available insurance coverage on behalf of all PMI chapters. PMI subsidizes coverage for new chapters and those with limited financial resources. PMI secures and pays for the chapter insurance each year and then invoices chapters in July.

PMI works with an insurance broker to ensure that the policies, information, and coverage provided are sufficient and are continuous with a 12-month term. The term will run from January through January for U.S.-based chapters, and April to April for chapters outside of the United States.

4.3.2 Chapters Within the United States

All PMI chapters that are based within the United States, its territories, and possessions are provided with three types of insurance coverage:

- Commercial general liability
- Professional liability (director's and officer's insurance)
- Media liability (chapter websites, media, and publishing activities)



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4.3.3 Chapters Outside of the United States

All PMI chapters that are based outside the United States, its territories, and possessions have three types of insurance coverage:

- International commercial general liability
- Professional liability (director's and officer's insurance)
- Media liability (chapter websites, media, and publishing activities)

4.3.4 Local Primary Compulsory Coverage

The PMI insurance coverage for all PMI chapters is in excess of local primary compulsory coverage. PMI works with an insurance broker to ensure that the policies, information, and coverage provided are sufficient. However, certain types of coverage must be obtained locally either through a local insurance broker or directly from the insurer.

Chapter leaders must investigate if compulsory insurance is needed in their area. If needed, the chapter must obtain insurance coverage to meet this requirement. If a chapter obtains additional insurance policies, copies of the policies must be sent to PMI for review.

4.3.5 Certificate of Insurance

When sponsoring any gathering of chapter members or other chapter-sponsored event, all PMI chapters must apply for a Certificate of Insurance. A Certificate of Insurance is usually required by hotels, restaurants, and other meeting facilities to document that the chapter has adequate insurance coverage. PMI has a well-established process in place with the insurance broker, and it is easy to get the requested Certificate of Insurance.

A copy of the Certificate of Insurance application form is included with the insurance package when the policies are distributed. This application form can also be downloaded from the Community Leadership Online Community. A copy of this application will be kept on file at PMI.

4.3.6 Invoicing and Payment

Insurance invoicing and distribution are the same for all PMI chapters.

- Chapters that have been chartered for one calendar year or longer, and have a minimum cash balance of US\$2,500 as reported in the Financials section of the Charter Renewal, are invoiced for a portion of this insurance cost.
- The account balance for each chapter is determined from the amount reported on the annual Charter Renewal financial report or annual tax filing.
- Payment for Chapter Insurance is due to PMI by 1 November of each year. As a convenience to chapters, PMI can deduct the US\$200.00 insurance payment from a chapter's monthly dues transaction. The chapter must make this request in writing to their chapter administrator.
- A receipt is provided for each chapter that uses this easy payment option. All chapter insurance payment information is uploaded to Insurance Records in the Business Records section of the Component System.

4.4 Insurance Policy Coverage Descriptions

Leaders must review their chapter's insurance policies in full to understand coverage information, limits, and terms and conditions of the insurance coverage. Refer to the Limits of Liability section within the actual insurance policies to determine exact insurance coverage amounts. After reviewing the insurance policies, chapter board members must determine if additional coverage is needed to ensure sufficient coverage from potential liability exposure. Any additional coverage obtained is a direct expense of the chapters.



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4.4.1 Commercial General Liability Coverage (Within the United States and Canada)

This insurance policy provides protection to the U.S. or Canadian chapter, its board members, and other chapter volunteers, in the event of accidents or other unfortunate mishaps during a scheduled chapter event.

For example, if a member falls and is injured, the chapter will be covered for such an accident, as long as the terms and conditions documented in the policy are met.

Other areas covered under this policy include bodily injury, property injury, personal injury and advertising injury, independent contractors, contractual liability, and host liquor liability.

4.4.2 International Commercial General Liability (Outside of the United States and Canada)

This insurance policy provides protection to chapters outside the U.S. and Canada, their board members, and other chapter volunteers if there are accidents or other unfortunate mishaps during a scheduled chapter event.

For example, if a member falls and is injured, the chapter will be covered for such an accident, as long as the terms and conditions documented in the policy are met.

Other areas of coverage included are premises operations, vendor liability, and host liquor liability, broad-named insured, and unintentional errors in disclosure.

4.4.3 Professional Liability Coverage (Directors' and Officers' Liability)

This insurance policy provides insurance protection for the chapter board of directors, appointed or elected volunteers, and chapter employees.

This coverage protects the chapter's representatives from liability for actions performed within the scope of their position as a chapter director, officer, or member. This coverage will not cover actions that are illegal or outside the scope of their positions as chapter directors, officers, or members. Chapters must pay a US\$15,000 retention amount prior to the claim being processed.

4.4.4 Media Liability Coverage for All Chapters

This insurance policy provides coverage for liability arising out of activities on the internet, in print, television, radio, and other forms of media. Examples of media include the chapter website or advertising placed on a third-party website or publication.

4.4.5 Coverage Exclusions Applicable to All Insurance Policies

The following exclusions apply to all types of insurance coverage as mentioned above. For the complete summary of coverage exclusions, chapter leaders should read their chapter's insurance policies in full to understand the terms and conditions of the exclusions.

- Insurance coverage applies only to PMI chapter events held at non-PMI locations, not PMI global events.
- Insurance coverage does not include any physical locations owned or leased by any chapter of PMI (unless the lease is for a physical location for less than seven days), nor does it cover any property of the chapter or individual members. The person or entity holding an interest in the property must obtain insurance coverage.
- Insurance coverage does not include employee liability benefits or workers' compensation insurance for employment. This coverage should be obtained within a chapter's local jurisdiction, because laws surrounding employee benefits and workers' compensation vary.



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4.5 Tax Policies

All PMI chapters must comply with tax filing laws at the federal, state or provincial, national, or other legally appropriate government level. All chapters must demonstrate tax filing compliance as part of the charter renewal process.

4.5.1 Chapters Outside of the United States

Leaders of chapters outside of the United States are responsible for investigating and complying with tax reporting requirements in the jurisdictions in which they are registered or incorporated. Additionally, leaders of chapters outside of the United States must adhere to these policies to inform PMI of the chapter's exact tax filings.

- Copies of any tax filings submitted by PMI chapters to governmental authorities must be submitted to PMI. The tax filings submitted to PMI will be scanned and uploaded to the Component System (CS) as a permanent record of the chapter's tax filing.
- All PMI chapters outside of the United States must complete the Financial Report included in the Annual Charter Renewal.
- The chapter leader completing the Financial Report must verify that the chapter has researched any relevant tax reporting requirements and has determined whether or not the chapter is required to file government tax reports.

4.5.2 Chapters Within the United States

PMI has a determination of tax-exempt status from the United States Internal Revenue Service (IRS) under section 501(c) (6) Internal Revenue Service Code (professional societies and business leagues). All PMI chapters must seek tax exemption as 501(c) (6) organizations.

4.5.2.1 PMI Group Federal Tax Exemption

PMI chapters in the United States must obtain an appropriate exemption from federal income taxes by authorizing PMI to include the chapter in the PMI Group Tax Exemption Program for PMI chapters. Each U.S.-based chapter is part of the group tax exemption. New chapters will be added to that year's documents. Each year, your chapter administrator will confirm your choice to either participate or decline to participate.

4.5.2.2 IRS Requirements for U.S.-Incorporated Chapters

Once chapter located in the United States has incorporated, the U.S. Internal Revenue Service (IRS) requires the chapter to obtain a new Employer Identification Number (EIN). IRS policy states that incorporation changes the organization's legal structure. A change in legal structure requires a new EIN. The IRS allows organizations to apply for an EIN via telephone and then submit the completed application by fax or postal mail. The Chapter must supply the new EIN to PMI.

4.5.2.3 Filing Federal Taxes

Under the United States tax reporting laws and regulations for not-for-profit organizations, PMI chapters are required to file regular tax reports if any of the conditions below are met:

- The chapter has US\$1,000 or more in gross income from unrelated business income, such as advertising revenue, merchandise sales, etc.; or
- The chapter employs staff for whom they must pay employment-related taxes.

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4.5.2.4 Federal Tax-Form Filing Details

Each US-based chapter must file the appropriate tax forms annually. Chapter leaders must obtain and complete the appropriate tax forms. Forms can be obtained from the IRS website (www.irs.gov) or from a tax advisor or preparer. The following table describes tax forms applicable to U.S.-based chapters:

FORM NAME	FORM DESCRIPTION AND USE WITH ALL AMOUNTS IN U.S. DOLLARS
Form 990	Reporting over \$100,000 in income.
Form 990-EZ	Short Form, income under \$200,000/\$500,000 total assets. If annual gross receipt or total assets exceed those limits a Form 990 must be filed.
Form 990-N	E-Postcard, income \$50,000 and under. Due to U.S. legislative changes, PMI chapters that meet the IRS definition of small tax-exempt organizations whose gross receipts are normally \$50,000 or less are required to electronically submit Form 990-N, also known as the e-Postcard. This electronic filing must be done even if you are not required to file tax Form 990 or 990-EZ because your gross receipts are normally \$50,000 or less.
Form 990-T	Exempt Organization Business Tax Income Return, for chapters having more than \$1,000 in unrelated business income from activities such as newsletter advertisements (annually). It is also a requirement to file Form 990-T if the organization has over \$1000 in unrelated business income.
Form 941	Employer's Quarterly Federal Tax Return, for chapters that employ their own staff (quarterly). This is used to report social security, Medicare, income taxes withheld by an employer, and social security and Medicare taxes paid by an employer.
Form 8868	Application for Extension of Time to File an Exempt Organization Return.

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The deadline for filing Form 990 or 990-EZ with the IRS differs from the time for filing reports with some states. Chapters may request an extension from the IRS.

4.5.2.5 Filing State Taxes

Chapter leaders must contact their state taxing authority for specific information regarding state tax exemptions, filing requirements, and forms. Chapter leaders must consult with a tax specialist for specific information about state taxable and nontaxable activities.

States may, at their discretion, grant an exemption from state income tax obligations to organizations, or may recognize the federal exemption within the state. However, some states may not provide any exemptions.



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4.5.2.6 Copies of Tax Filings Required by PMI

Copies of the following tax filings must be supplied to PMI as chapter records to be kept in the Component System:

- The chapter’s final, complete federal tax filing, which is required for the chapter’s Annual Charter Renewal.
- A copy of the extension for federal tax filing if the chapter filed for one.
- The chapter’s state tax filing.

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REFERENCE	LOCATION
Chapter Formation Handbook	Available from Leadership OLC in the Chapter Formation and Reorganization folder
Chapter insurance information	Available from Leadership OLC in the Chapter Insurance folder
IRS Form SS-4, Application for an Employer Identification Number	Available from the IRS website at: https://www.irs.gov/uac/form-ss-4-application-for-employer-identification-number-ein
A sample invoice and copies of the insurance policies are posted during the second quarter of each year	Available from the Leadership OLC
Chapter Bylaws Template	Available from the Leadership OLC in the Chapter Governance and Policies folder
Event Checklist Form	Available from the Leadership OLC in the Chapter Governance and Policies folder

All PMI chapters must become either incorporated or become registered as a non-profit organization



SECTION 5

5.1 Chapter Name Policy

The chapter name must accurately reflect the location of the chapter and establish the chapter’s affiliation with PMI. Chapter names must include the initials PMI or name Project Management Institute.

EXAMPLE NAME	DOES THE EXAMPLE FOLLOW THE POLICY?
PMI California Central Valley Chapter	Yes. This name example has a clearly defined location, area, affiliation, and chapter type.
PMI Bayside Chapter	No. While this name example shows the affiliation with PMI, the location is unclear with no specific area identified; there are many Bayside locations globally.
PMI Antarctica	No. This name example is unclear because the location is not specific, there is no area, and the affiliation with PMI is unclear ; this could be a PMI office or chapter.

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5.1.1 Determining a Chapter Name

If forming a new chapter or considering a name change, the chapter should survey the membership to determine if a name change would be supported, and to collect possible name suggestions. Changes to chapter names should be made to provide greater clarity, or reflect changes to the area designation of the chapter.

5.1.2 Chapter Name Approval

If a new name has been determined, chapter leaders must inform PMI to ensure the proposed name will not cause confusion with an existing PMI chapter, and is consistent with applicable PMI guidelines. PMI will communicate whether there are any concerns that may prevent the chapter from changing its name.

Local jurisdictions may have required name conventions or reservations on the use of a name.

The chapter should explore any potential naming issues with local authorities. If a conflict arises, the chapter will work with its Chapter Partner to find a mutually acceptable name and naming convention that complies with local law and PMI policy.

5.1.3 Managing Chapter Name Conflicts

If confusion with another chapter exists, then the chapter leaders must consult with the chapter whose name creates a conflict. The dialogue between chapters should address whether any confusion is present and, if so, provide solutions for resolving the confusion.

5.1.4 Chapter Name Change Policy

If an existing PMI chapter is considering a name change, chapter leadership must contact PMI to express its intent to change its name before initiating any name change processes. The following steps must be completed to officially change the chapter’s name:

- 1 Submit a Chapter Name Change Form (Chapter Development Form A3) to PMI for approval. Expanded or changing geographic territories for chapters with branches will require the submission of a Chapter Area Designation Form (Chapter Development Form A2), and may require the approval of a business case demonstrating how the chapter will support the new area.



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- 2 Revise bylaws to include the new name and submit them to PMI for approval.
- 3 Once the bylaws have been approved by PMI, the chapter membership must approve the bylaws by vote.
- 4 Once the membership has ratified the bylaws, the chapter must update documentation with the new organizational name. Documents that require updating include:
 - Articles of Incorporation and registration within local jurisdiction
 - Bank account with financial institution
 - Tax documentation with all national and local tax authorities
 - Marketing material, including website
- 5 The chapter must forward the updated incorporation and registration documentation containing the new name to PMI for inclusion in official chapter records.

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5.2 Chapter Logo Policy

Chapter logos must conform to the Standards Guide for PMI Chapter Logos. Chapter leaders should carefully review this guide prior to submitting a logo for approval. Use of unapproved logos by a PMI chapter is not permitted. All PMI chapters revising or creating new PMI chapter logos must follow this process to receive PMI approval.

5.2.1 No Use of Trademarked or Copyrighted Images

The graphic that the chapter uses as a logo cannot be a trademarked or copyrighted image unless it is an original work created by the chapter. For non-original works, the chapter must obtain written permission from the owner of such trademarked or copyrighted material to use it as part of the chapter logo.

Chapters must research and confirm that the image selected is not trademarked or copyrighted before the logo is submitted for review. For example, the Sydney Opera House in Sydney, Australia is both a trademarked and copyrighted image, and any representation of it requires permission of the owner. Other landmarks, famous artists' works, and icons used in sports team logos are additional examples of images that would be subject to trademark or copyright laws and licensing.

When using stock art or clip art images, the chapter must confirm that the images are royalty free and are not subject to usage restrictions.

5.2.2 Logo Design and Format

Logos are best designed in a graphic design software program within the constraints of the PMI Brand Identity Guidelines and the industry standards of commercial printers. These standards and criteria must be taken into consideration in your design. The terms and concepts described in the Standards Guide for PMI Chapter Logos are those commonly used in professional graphic design. A design agency or offset printer will be familiar with this terminology.

5.2.3 Chapter Logo Approval

Chapters must submit the proposed chapter logo in email to their Chapter Partner and Chapter Administrator (ChapterSupport@pmi.org) as an EPS (Encapsulated PostScript) file for approval. The logo will be reviewed, and PMI will provide comments, suggestions, or approval to the chapter in a timely manner.



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Logo submissions should not include any accompanying text, or be contained within letterhead or other marketing material. Only the style of the logo that is submitted will be approved. Both color and black-and-white logos may be submitted for approval.

PMI will provide an approval letter containing the approved logo to the chapter. Once PMI has approved the chapter’s logo, then the logo may be used on websites, chapter brochures, and correspondence.

5.2.4 Chapter Logo Use of PMI Trademarks

PMI is the sole and exclusive owner of the trademarks “PMI” and the PMI logo. Under the PMI Chapter Charter Agreement with PMI, PMI chapters are permitted to include the stylized “PMI” trademark contained within the PMI logo in the design of their chapter logos for the purpose of identifying and acknowledging their affiliation with PMI.

No PMI chapter is permitted to apply for trademark registration for its chapter logo or any other trademark containing PMI registered trademarks. Registration of a chapter logo as a trademark could create confusion with PMI’s global identity and could interfere with the registration of PMI’s own trademarks.

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5.3 References

REFERENCE	LOCATION
Chapter Name Change Form (Chapter Development Form A3)	Request this internal form from ChapterSupport@pmi.org
Chapter Area Designation Form (Chapter Development Form A2)	Request this internal form from ChapterSupport@pmi.org
Standards Guide for PMI Chapter Logos	Available from the PMI Marketing Portal under Chapter Logo Guidelines: https://marketing.pmi.org/cd/asset-search?asset_search=chapter%20logo%20guidelines#
PMI Brand Identity Guidelines and the industry standards of commercial printers	Available from the PMI Marketing Portal under PMI Brand Identity Guidelines

The chapter name must accurately reflect the location of the chapter and establish the chapter’s affiliation with PMI.



SECTION

6

6.1 Chapter Membership Eligibility

Chapter membership is open to, and limited to, any eligible PMI member who meets the qualifications for such chapter membership and who pays the applicable chapter dues. Membership in any chapter is voluntary, and members may join as many chapters as they wish.

6.2 Chapter Use of PMI Membership Information and Data

Article 9 of the PMI Chapter Charter Agreement states:

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

6.3 Membership and Prospect Database Information Policy

PMI chapter leaders receive daily membership and membership prospect information from the Institute's database via the Chapter Reporting System (CRS).

PMI provides monthly listings from the Membership and Prospect Database to help chapters:

- Track and communicate with their members
- Account for membership dues disbursed from PMI to the chapters
- Recruit and retain members for the chapter

These policies clarify questions regarding the use of the Membership and Prospect Database information by chapters. The Membership and Prospect Database includes information provided through the CRS, and through electronic communications or hard copy.

6.4 Member Notice and Consent Regarding Use of Application Information

Every member who joins PMI is required to submit a completed application form with payment of all applicable dues and fees. The information collected on that form is designed to assist PMI and the chapter leaders in serving our members. Members are notified of this use of member information on the application form.

Members also may specifically communicate to PMI on the application form whether they wish to be excluded from mailing list rentals and PMI directories. Information about members' exclusion decisions is also provided to chapter leaders so that they also honor members' requests to be excluded from designated items.

6.5 Appropriate Use of Membership Data

Examples of appropriate uses of the Membership and Prospect Database include, but are not limited to:

- Chapter meeting announcements
- New member welcome letters
- Membership renewal "thank you" letters
- Newsletters and other membership communications
- Chapter election ballots

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6.5.1 Permitted Use of Membership Data with Prior Consent

Chapters should take into consideration that members may not want the contact information they provide to be listed or posted in electronic format without their prior consent. Examples of uses, which may be appropriate after members have received reasonable notice of the planned activity and have had the opportunity to have their contact information excluded, include but are not limited to:

- Chapter membership directories in hardcopy format
- Member contact information on chapter websites

6.5.2 Membership Directory Disclaimer

Whenever chapters publish membership directories, whether in hardcopy format or online, a disclaimer similar to the following should be incorporated:

Warning! This list is for official PMI [Chapter name] use, as well as individual communication of a networking nature by PMI members and potential members. Use of this information for any other purpose, including but not limited to reproducing and storing in a retrieval system by any means, electronic or mechanical, photocopying or using the names, addresses, email addresses and phone numbers for any private, commercial or political mailing is strictly prohibited.

Chapters must make sure that their publications are copyright protected, consistent with the laws of the country in which the chapter is incorporated/registered.

6.6 Non-Permitted Use of Membership Data

Examples of uses that are not appropriate, include, but are not limited to:

- The sale or release of Membership and Prospect Database listings or information to any third party not stated in this policy.
- The use of mailing lists by chapter officers, board members, appointed committee members, or other authorized representatives to promote services, products or other offerings in which those individuals have a personal, financial, or other interest
- Chapter leaders are expected to take appropriate measures to ensure that members who requested to be excluded from mailings, directories, and other communications are not included in those activities and that all future requests to opt-out of receiving such communications will be honored.
- Chapter leaders will keep accurate records of member preferences to ensure the proper administration of all opt-out requests.
- Leaders with questions regarding the appropriate use of Membership and Prospect Database listings and information should contact the [PMI Chapter Development Department](#) for technical assistance in advance of the proposed activity.

6.7 Adherence With Privacy Laws

Due to national variations in privacy laws, PMI chapters must investigate whether the jurisdiction in which they are incorporated or registered has other specific privacy protections that may relate to the use and publication of membership and prospect information.

6.8 Member List Exchanges Among Chapters

PMI chapters may exchange Membership and Prospect Database listings with other PMI chapters to promote chapter-sponsored activities consistent with this policy. Any lists exchanged among chapters must exclude those members who have asked that their contact information not be shared.



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6.9 Member List Exchanges Among Other Organizations

PMI chapters may exchange membership listings only with other organizations with which the chapters have established collaborative relationships, provided that the conditions in this section are met.

Prior to acceptance and execution of a cooperative agreement or other formal relationship with a non-PMI entity, the chapter leaders shall employ a fair process for full and open exchange and communication with PMI through their chapter partner. Minimally, chapter leaders should address the following issues:

- The agreement between the chapter and the non-PMI entity clearly states the terms and conditions related to the use of PMI-related membership listings.
- Chapter leaders should receive communications or other materials that are to be sent by their collaborative partners to PMI members and prospective members prior to the dissemination of such communications or materials.
- Any information provided must exclude those PMI members who have asked that their contact information not be shared.
- Information regarding prospects who are not members of the chapter or of PMI must be excluded from such exchanges. Prospect information is provided solely for chapter recruitment efforts.
- As part of their efforts to encourage employers to support their employees' involvement in PMI and its chapters, chapters may share appropriate membership information with those employers. Such information is limited to the total number of employers' participating employees who are members but must also respect the confidential nature of the members' information. Thus, chapters should provide only a total count of employees who are PMI or chapter members.
- Under no circumstances shall individual PMI member's information be shared with an employer without an individual's permission.

6.10 Sale of Lists Prohibited

Chapters are strictly prohibited from selling PMI-related Membership and Prospect Database listings; as well as any information, products, or services derived from the Membership and Prospect Database listings, to any third party.

6.11 Ownership of Information

Any information pertaining to PMI membership, including but not limited to databases, lists, mailing labels and reports, which is provided by PMI to the chapter, may be used only in connection with the authorized, lawful business of the chapter, consistent with the terms of the chapter's charter with PMI. Such information is considered confidential and shall not be shared with or distributed to individuals or business entities outside of PMI, except with the prior, written permission of the PMI executive management.

6.12 Confidential Information

Chapters shall maintain the confidentiality of any and all of PMI's confidential, sensitive or proprietary information or data (collectively known as confidential information). Such confidential information remains the property of PMI and is furnished to the chapter in confidence and solely in connection with the chapter's affiliated relationship with PMI.

6.13 Return of Confidential Information Upon Dissolution

Upon termination of its affiliation with PMI for any reason, the chapter leaders will immediately deliver to PMI all written or electronically stored documentation, including copies of, or concerning, confidential information, and shall make no further use of such confidential information and shall make reasonable



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efforts to ensure that no further use is made by the chapter or its representatives of such confidential information. The chapter's confidentiality obligations shall survive the expiration or termination of its affiliation with PMI.

6.14 References

REFERENCE	LOCATION
Membership and Prospect Database Information Policy	Available in the Component System from this link: https://components.pmi.org/UI/HelpDocs/MembershipAndProspectDatabaseInformationPolicy.pdf

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Chapter membership is open to, and limited to, any eligible PMI member who meets the qualifications for such chapter membership and who pays the applicable chapter dues. Membership in any chapter is voluntary, and members may join as many chapters as they wish.



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7.1 Purpose of Chapter Dues

Chapters may establish membership dues at their discretion and under policies and procedures established by PMI. All chapter membership dues are billed and collected by PMI and then distributed to the appropriate chapter in a timely manner.

Membership dues help offset the costs of chapter operations, services and activities and help maintain the financial solvency of the chapter. Setting chapter dues should be part of the chapter's annual planning and budgeting process to ensure that the financial needs of the chapter in relationship to its value proposition are being met.

7.2 Setting Dues

In accordance with Article VIII Section 2 of chapter bylaws:

Annual membership dues shall be set by the chapter's board of directors and communicated in accordance with the policies and procedures established by PMI.

The chapter board of directors must be familiar with their government's rules, laws, culture, and economy regarding the establishment of chapter dues or the receipt of monies from a U.S.-based membership association. Consider these factors when in setting chapter dues:

- PMI accepts payments for chapter dues in U.S. dollars and in euros.
- The chapters sets dues amounts for both regular and student members.

7.3 Changing Dues

PMI will remind chapters to set dues annually in time for a 1 January start date. PMI requires three months' notice of a dues change:

- PMI sends a communication to all chapter leaders in the third quarter of each calendar year soliciting any dues changes for the following fiscal year, to be effective 1 January. Notification is made in *Friday Facts* and announcements posted to the Community Leadership OLC site.
- Chapters must submit their changes by 1 September to take effect the following fiscal year.
- This early notification allows PMI to generate membership renewal notices reflecting the revised dues amounts. Renewal invoices created in November for January membership expirations must reflect the new chapter dues amounts for the fiscal year that begins 1 January.

7.4 Collecting Dues

The following policies govern dues collection:

Invoicing and payment processing: PMI prohibits chapters from collecting dues directly from members. PMI invoices and collects all PMI membership dues, including chapter membership dues. All payments are required to be paid directly to PMI.

Chapter membership requirements: To join a PMI chapter the individual must first be a member of PMI. No dues will be collected or processed for PMI chapter membership if the individual is not a current PMI member in good standing.

For renewals: PMI collects PMI membership and chapter dues together. This is done to ensure that chapter members are also members of PMI in good standing, as per PMI policy and in accordance with the PMI Chapter Charter Agreement.

Membership expiration: The expiration dates of PMI chapter memberships are always aligned with their PMI membership expiration date. Unless an existing member is renewing a chapter membership, a member may not join a new chapter within 90 days of the expiration date of his or her PMI membership.



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Insufficient payment of membership dues: In the case where a member remits an incorrect dues amount with either his or her membership renewal or membership application, PMI will follow one of the following actions:

- If the shortage amount is **under** US\$15, the individual's membership will be processed for the PMI and the chapter portions. Membership dues for the chapter will be processed in full.
- If the shortage is in **excess** of US\$15, PMI will not process membership for either the PMI or chapter portion. PMI staff will contact the individual alerting him or her to the insufficient payment.

Incorrect processing of chapter membership: If PMI incorrectly processes a chapter membership, the individual's membership and respective dues will be transferred to the correct chapter within the month that the dues were paid.

Membership transfers: If an individual incorrectly joins a chapter or wishes to transfer chapter membership to a different chapter following the month in which the dues were paid, no dues will be transferred to the new chapter.

Membership refunds in the event of member resignations: In the event a member resigns his or her PMI membership or chapter membership there shall be no refund of membership dues.

7.5 Requirements for Dues Disbursals from PMI

PMI is required by federal statute to obtain the chapter's tax information and status verification. This information is obtained from the chapter by completing one of the following Internal Revenue Service (IRS) Forms:

- IRS Form W-9 for chapters within the United States.
- IRS Form W-8 for chapters outside of the United States.

Payment is made in the name of the chapter and not made out to any individual. Chapter membership dues are disbursed in one of three ways:

- **Automated Clearing House (ACH)** for U.S.-based chapters only
- **Wire transfer** for chapters based outside the United States.
- **Check** (monthly, quarterly, and bi-annual); this method, while available to all chapters, is not recommended due to the delay in transferring money to the chapter and the risk of a check being lost.

Chapters should consult their local banks to identify any service fees associated with receiving electronic transfers or checks.

7.5.1 Automated Clearing House (ACH)

Chapter dues are electronically transferred from PMI to the bank account specified by the chapter. To sign up for an ACH, the chapter leadership must submit an application form to their Chapter Administrator.

7.5.2 Wire Transfers

Wire transfers are available in limited currencies. For a complete list of currencies and further information, consult the wire transfer information on the Community Leadership site. To sign up for wire transfer, chapter leadership must submit a wire transfer application to their Chapter Administrator.

The months when these wires are sent are established by PMI and are subject to change. If the months of distribution are to change, PMI will communicate with the respective chapters at least 30 days prior to the effective change date.



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7.5.3 Accuracy of Account Information

It is critical to ensure that the information provided for the ACH and wire transfer services are correct. If information is incorrectly provided, the funds will not be transferred electronically and the applicable bank fees charged by the bank to PMI will be deducted from the chapter's next dues disbursement. If PMI submits the incorrect information, the chapter will not be responsible for paying the fee.

7.6 Reconciling Dues Received

PMI chapters can reconcile dues payments by reviewing the chapter's Finance Tab located in the Chapter Reporting System (CRS). The Finance Tab reflects individual member transactions that occur during the month and chapter transactions PMI makes to the chapter during the month.

7.7 References

REFERENCE	LOCATION
Automated Clearing House (ACH) and wire transfer information	Contact your Chapter Administrator to obtain ACH and wire transfer information
Chapter Reporting System (CRS) Training	Available at the following link: http://www.pmi.org/help/crs/default.htm

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Chapters may establish membership dues at their discretion and under policies and procedures established by PMI. All chapter membership dues are billed and collected by PMI and then distributed to the appropriate chapter in a timely manner.



SECTION

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8.1 Use of PMI Logo and Development of Chapter Logo

Only PMI may approve or allow the use of the PMI logo. Please note that the PMI logo indicates communications and programs sponsored by PMI. Except as permitted under this Policy Manual to create or revise a chapter logo which may incorporate portions of the PMI logo, the PMI logo may not be used on chapter websites, newsletters, directories, banners, letters, etc. For such communications the chapter logo must be used to avoid any confusion regarding the origin of such communications.

All requests to use the PMI logo must be forwarded to PMI's Legal Department. Under the Charter Agreement with PMI, PMI chapters are permitted to include "PMI" "Project Management Institute," and the stylized "PMI" trademark contained within the PMI logo in the design of their chapter logos for the purpose of identifying and acknowledging their affiliation with PMI. **However, no PMI chapter is permitted to apply for trademark registration for its chapter logo or any other trademark containing PMI registered or unregistered trademarks.** Registration of a chapter logo as a trademark could create confusion with PMI's global identity and could interfere with the registration of PMI's own trademarks.

All proposed chapter logos and trade names shall be submitted to PMI for review and require PMI's prior approval. In the event a chapter utilizes a third party to assist in the creation of the design element of the chapter logo, this chapter will execute a work-for-hire agreement with such a third party documenting ownership of the design element by the chapter.

Additionally, the chapter's logo establishes brand identity and visibly identifies the chapter as an organization affiliated with PMI. PMI has created a the PMI Chapter Logo Guidelines, which chapters may utilize to design a chapter logo that not only uniquely identifies the organization but also aligns it with PMI. This guide can be found on the [PMI Marketing Portal](#).

8.2 Use of PMI Trademarks

As PMI grows and becomes more widely recognized and respected as the world's leading professional association in the area of project management, its intellectual property (its trademarks and copyrighted written materials and products) increases in value, and PMI must use its best efforts to protect these assets. PMI chapters can help us in these efforts by properly using and attributing PMI Trademarks and copyrighted material in accordance with the guidelines provided below.

These guidelines are designed to provide chapters with general information on the proper and permitted use of PMI's intellectual property. Specific questions not addressed herein regarding proper use of PMI Marks or its copyrighted materials should be directed to PMI's Chapter Development Department and PMI's Legal Department.

8.2.1 Purpose of Trademarks

The purpose of a trademark is to allow its owner to differentiate its products, goods, or services from those of others; trademarks also serve to help consumers in identifying the source of a product, good, or service. A valid mark may be registered by an owner to use exclusively in conjunction with the owner's product, good, or service. The unauthorized use of a mark in a confusingly similar manner constitutes trademark infringement. However, third parties can use a trademark without specific authorization from the owner to refer to the trademark owner's products or services, as long as proper attribution to the mark and owner are given and there is no confusion as to the source of the good, product, or service associated with the mark.

For more information, please review the [PMI Mark and Usage Guidelines](#) on the PMI website.

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8.2.2 List of PMI Marks and Trademark Definitions

The following statements define different types of marks.

Mark: A mark is any trademark, service mark, collective mark, or certification mark.

PMI Marks: For a list of PMI Marks with the appropriate usage guidelines and restrictions, please refer to the [PMI List of Marks](#) on PMI.org. This list is subject to revision and shall be refreshed as needed.

Trademark: A trademark is a word, phrase, logo, other designation, or a combination thereof used by an organization to identify or distinguish its products from those of another. The term “trademark” is also used generically to refer to any type of mark. An owner of a trademark may prevent others from using the trademark without the owner’s consent.

Service Mark: A service mark is a word, phrase, logo, other designation, or a combination thereof used by an organization to identify or distinguish its services from those of another.

Trademark Attribution Statement: Use of PMI Marks in print or online materials should be accompanied by a simple statement attributing ownership of PMI Marks to Project Management Institute, Inc. (See Section 8.5 for more details.)

Trademark Notice: Designating the status of a mark by use of the appropriate symbol, i.e., ®, TM and SM, placed in superscript format following a mark. The registered symbol (“®”) should only be used following a mark that is registered with the U.S. Patent and Trademark Office. The TM symbol should be used after an unregistered mark that is used in connection with either goods or services. The SM symbol should appear after an unregistered mark that is used specifically in connection with services. See [PMI Mark and Usage Guidelines](#).

8.3 Guidelines for Use of PMI Marks by PMI Chapters

8.3.1 Proper Use of PMI Trade or Service Marks

Under the terms of the PMI Chapter Charter Agreement, all PMI chapters have been granted permission to use PMI trade or service marks for legitimate, non-profit chapter purposes, except as otherwise stated elsewhere in this manual, the PMI Chapter Charter Agreement, the PMI Standards Guide for PMI Chapter Logos, or other chapter documents. All such uses of PMI trade or service marks by PMI chapters will be in a fair and appropriate manner, consistent with the terms and requirements of this policy and all applicable laws and regulations. In addition, all such uses will conform to the guidelines for use of PMI marks by PMI, as set forth above. Chapters may not use PMI trade or service marks in conjunction with any third parties, or to sponsor or endorse any non-PMI products or services without the express written permission of the PMI President and CEO.

8.3.2 Alterations of PMI Trade or Service Marks

PMI chapters are not permitted to alter a PMI Mark, except in the case of creating or revising a chapter logo that incorporates the stylized PMI letters portion of the PMI Logo. For specific guidelines on creating/revising a logo for a PMI chapter, please refer to the PMI Standards Guide for PMI Chapter Logos and Section 5.2 of this manual.

8.3.3 Use in Conjunction with Third Parties.

PMI chapters may not use PMI Marks or modified versions thereof, in any manner whatsoever with any third party, including businesses and vendors, without obtaining prior, express, written permission from PMI. However, third parties are free to use PMI word marks (i.e., not logos) to refer to PMI products and services, as long as such references are truthful, fair, not misleading, and provide proper trademark notice and attribution. All third-party use must comply with the [PMI Mark and Usage Guidelines](#).



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8.4 Examples of Correct and Incorrect Usage of PMI Marks

- (i) When a registered mark is properly used in connection with goods or services for which it is registered, the registration symbol ® should be used. If a registered mark is being used in connection with new products or services for which it is not yet registered, use TM or SM instead of the ®.
- (ii) PMI and third parties may use PMI Marks relating to PMI’s certifications when referring to the respective examination or certification. In such case, the first appearance of the mark should include the words spelled out, followed by the mark in parentheses with the appropriate trademark symbol.
Examples: Project Management Professional (PMP)® certification. Certified Associate in Project Management (CAPM)® exam.
- (iii) To be properly protected, a mark should not be used as a noun (single or plural) it should be used as an adjective followed by a generic term, e.g., PMBOK® Guide, PMP® certification, and PMI® Seminars. Therefore, use of PMP on its own is discouraged in favor of “PMP® exam” or “PMP certified professional.” Likewise, avoid using the pluralized version, i.e., PMPs, and instead use “PMP® certified professionals”. This rule does not apply to slogans or logos, however, as they generally stand alone.

CORRECT

INCORRECT

Refer to the PMBOK® Guide.
 PMI® Certification Program
 PMI’s certification program
 PMP® certified professional
 Study for the PMP® exam

Refer to the PMBOK®
 PMI® [with no generic term]
 PMI®’s certification program
 PMPs; PMPs®
 Study for the PMP

- (iv) Trade names are the business names of companies and are often used as trademarks as well. If “PMI” is being used to refer only to the Project Management Institute, Inc., it is being used as a trade name rather than as a trademark. A trade name is a noun; therefore, the trade name “PMI” may be used in the possessive case, while the trademark may not.

CORRECT

INCORRECT

PMI’s bylaws
 PMI is the world’s leading...

The PMI® bylaws
 PMI® is the world’s leading...

- (v) Chapters may only use the PMI Mark or initials in block capital letters. Chapters may not incorporate any additional letters with the PMI Mark/initials or adopt a mark that is similar to the PMI Mark, as a means of distinguishing itself as a PMI chapter. Any chapter’s geographic distinction should be spelled out in full, or if using an acronym for an abbreviated form of the chapter name, include a space or hyphen after the PMI initials:

CORRECT

INCORRECT

PMI Buenos Aires or
 PMI BA or PMI-BA

PMIBA

- (vi) Third parties may not incorporate any PMI Mark or logo into their own product names, services, trademarks, logos, company names or domain names, and may not adopt marks or logos that are similar to PMI Marks and logos.

CORRECT

INCORRECT

pmpcertificate.com

pmpcertificate.com

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Only third parties expressly authorized by PMI to use a PMI logo (e.g. by executed agreement) may use such a logo. In such cases, only the PMI approved artwork for the specific logo may be used.

(vii) The PMI Talent Triangle®

PMI is the sole and exclusive owner of “The PMI Talent Triangle” Mark, corresponding logo, and copyrighted graphic (shown below) (“The PMI Talent Triangle Marks”). PMI will permit PMI chapters to use The PMI Talent Triangle Marks only to describe, refer to, or promote PMI’s Continuing Certification Requirements (CCR) program and how their courses align with these PMI-defined skills set.

Use of The PMI Talent Triangle Marks shall include the following attribution statement: “The PMI Talent Triangle” and the Talent Triangle logo are trademarks of Project Management Institute, Inc.

When placed on a website, the PMI Talent Triangle logo must link to the following URL:

<http://www.pmi.org/certifications/maintain/earn-pdus>.

Permission to use The PMI Talent Triangle Marks does not constitute an endorsement of the chapter’s products and services. Chapters will not alter the PMI Talent Triangle Marks in any manner except as permitted by PMI.

Chapters are prohibited from using the PMI Talent Triangle Marks in a manner that is likely to cause confusion with, or dilute or damage the reputation or image of PMI, any of its affiliates, or any of their products. The PMI Talent Triangle Marks should not be displayed on a chapter website or in chapter printed materials more prominently than the chapter’s own trademarks or logos.

No other use of the PMI Talent Triangle is permitted.

The PMI Talent Triangle®



8.5 Attribution Statement

Each document or product (whether in print or electronic form) in which any PMI Mark appears (e.g., in marketing materials, white papers, advertisements, press releases, brochures, website pages, etc.) should contain an attribution statement at or near the first appearance of a PMI Mark, or if multiple PMI Marks are used, in a logical and prominent place within the document.

(i) If the registration status and type of mark are known, the attribution statement should appear in the following form:

_____ is a [registered] mark of Project Management Institute, Inc.

(ii) If the registration status and type of mark are **not** known, or if multiple types of marks (registered and unregistered) must be listed, the attribution statement may simply take the following form, provided, however, **that the registration symbol appears with each registered mark in the document:**

_____, _____, _____, and _____, are marks of Project Management Institute, Inc.



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8.6 PMI Certification Program Advertising Policy

The following is an excerpt from the PMI Advertising Policy. PMI chapters conducting PMP® preparation courses/classes should review this policy and align activities accordingly. Please reference the [PMI Advertising Policy](#) in its entirety.

PMI especially values the integrity and reputation of PMI's Certification Program, including but not limited to the Project Management Professional (PMP)®, Certified Associate in Project Management (CAPM)®, Program Management Professional (PgMP)®, PMI Scheduling Professional (PMI- SP)®, and PMI Risk Management Professional (PMI-RMP)® certifications.

In order to ensure that PMI's certifications continue to be of great value to individuals engaged in project management, PMI requires that advertisements may not contain false or misleading statements regarding PMI's certification and/or their requirements (consisting of academic education, work experience, formal project management education, willingness to sign and abide by a professional code of ethics, satisfaction of continuing education/professional development requirements, and passing a multiple-choice examination concerning project management).

Advertisements may not state or imply that an Advertiser's product or service is the sole prerequisite to the attainment of a PMI certification; they must reflect that attainment of a PMI certification requires an individual to meet all of the specific requirements noted above. PMI prohibits Advertisers from making statements claiming or implying that a PMI certification may be achieved over a short time frame or with little effort as these types of statements denigrate the reputation of PMI's certification; the inclusion of such statements will result in PMI's rejection of the proposed advertisement.

Furthermore, an Advertiser shall correctly represent its programs and products as certifications. The American National Standards Institute (ANSI) defines a certificate program as a non-degree granting education or training program consisting of (1) specified learning outcomes within a defined scope and (2) a system designed to ensure individuals receive a certification only after verification of successful completion of all program requisites including but not limited to an evaluation of learner attainment of intended learning outcomes.

According to the National Organization for Competency Assurance (NOCA), a professional certification, such as those offered by PMI, is a voluntary process by which a nongovernmental agency grants a time-limited recognition and use of a certification to an individual after verifying that he or she has met predetermined and standardized criteria. It is the vehicle that a profession or occupation uses to differentiate among its members, using standards based on existing legal and psychometric requirements.

Additionally, any "guarantees" or "warranties" made by the advertiser regarding its products or services, or any other promotional offers, must be sufficiently detailed to permit the public to evaluate the accuracy and truthfulness of such claims and terms and conditions.

8.7 Use of PMI Copyrighted Materials

Copyright laws give an author or owner of an original work the exclusive right to reproduce, distribute, or otherwise license the right for others to use the original work for non-personal purposes. All standards, periodicals, and books produced or published by PMI are PMI copyrighted materials and are protected under copyright law. If a third party wants to copy, reference, or reproduce any PMI materials in another work, they must first ensure they have permission from PMI in the form of an agreement. Requests to obtain copies of, or to use, PMI copyrighted materials should be directed to the appropriate department at PMI as directed below. For research and symposia papers presented at PMI events, authors retain the copyright in such works and grant PMI a license to publish. Pursuant to Section 18 of the Charter Agreement, subject to

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the following terms and conditions, the following uses of PMI Intellectual Property shall be permitted for PMI chapters:

(i) **Reproduction and Distribution of PMI Copyrighted Material**

- a. **Photocopies.** Under the terms of their PMI Chapter Charter Agreements, all PMI chapters have been granted permission to photocopy and distribute certain PMI copyrighted materials, or portions thereof, for **legitimate, non-profit, internal chapter related use** (excludes training to non-members and any external or commercial activities).
 - These materials are limited to individual chapters of the *PMBOK®Guide*, and articles from *PM Network*, *PMI Today*, and *Friday Facts*.
 - Chapters may distribute such materials only to chapter members and may not charge any fee for such reproductions other than a reasonable charge designed to cover duplication and distribution costs.
 - Chapters may reproduce these materials in print or electronic formats; however, if such materials are to be placed on the internet, they must be placed on a secure, password-protected section of the chapter's website and may not be made available to the general public over the internet or through any other electronic means. Chapters must provide full notification of PMI's copyright in the reproduced material.
- b. **Reproduction of Periodicals in Chapter Publications**
 - Chapters are permitted to reproduce the text content from all issues *PMI Today®* and *Friday Facts* in original publications or products created by chapters.
 - Chapters may reproduce, as part of an original chapter publication, an unlimited number of articles per year from the PMI publications *PM Network*, and *Project Management Journal* at no charge and no specific permission request to PMI is needed.
 - Chapters may reproduce text only for the above items and are not permitted to reproduce photos, artwork, charts or graphs. Chapters may reproduce these materials in print or electronic formats; however, if such materials are to be placed on the internet, they must be placed on a secure, password-protected section of the chapter's website and may not be made available to the general public over the internet or through any other electronic means. Chapters must provide full notification of PMI's copyright in the reproduction.
- c. **Translation of Periodicals for Chapter Distribution**
 - Chapters are permitted to translate articles from *PM Network®*, *PMI Today®*, *PMI Credential Passport*, and *Friday Facts* for distribution to their members and to post on their website. Articles must be at least ninety (90) days or more past PMI's publication date to be eligible for translation and posting/distribution.
 - No photographs or artwork may be included in the translated articles.
 - Chapters must assign all right, title, and interest in any translated articles back to PMI using the Assignment of Copyright form provided in this manual.
 - Appropriate attribution to PMI's original work must be included in all translations.
- d. **Reproduction of Materials from PMI's Standards**
 - Chapters may reproduce a permanent selection of 15 figures and five excerpts (up to 650 words of text from one sub-section of a work) from PMI Global Standards, excluding section and chapter headings.

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- As an added benefit, chapters are permitted to reproduce definitions from the *PMBOK® Guide* glossary. Chapters are not required to request permission from PMI and are not charged for these limited uses.
 - For other uses of material from PMI's Global Standards (including use of PMI content in commercial products, posting PMI publications electronically on secured non-public sites, training for the general public, and translations), chapters must request permission from PMI using the [Permissions Form](#). Translations will be provided under a written Agreement with chapter pricing. Any products, training, or other services offered to non-members will be licensed under the regular permissions pricing.
- e. Third-Party Use Prohibited.** Chapters may not use, license, assign, or convey any PMI copyrighted materials in any manner whatsoever with any third party, including businesses and vendors, without obtaining prior, express written permission from PMI, and the payment of such fees as PMI may determine.
- (ii) Derivative Works**
- a. Definition.** For the purposes of this policy, a "derivative work" is a product or publication (a) that contains 35% or more of the material from a PMI publication, or (b) that follows the structure and arrangement of material as the PMI publication, or (c) in which PMI material comprises 50% or more of the total content of the chapter's product or publication (regardless of whether it contains less than 35% of the total content of the PMI publication from which it is derived), or (d) a translation of a PMI product or publication from one language to another language. For purposes of this definition "PMI material" means the actual text of the PMI publication and does not refer to underlying concepts or ideas being expressed.
 - b. Internal Chapter Use.** PMI grants the chapter permission to create derivative works at no fee or royalty on condition that the derivative work will be distributed to chapter members only for legitimate, non-profit, non-commercial, chapter-related purposes and provided that (a) the chapter uses all PMI Intellectual Property in accordance with the terms and conditions outlined in this manual and (b) the chapter charges no fee for its product, except for reasonable costs for reproduction. Such requests must be submitted through PMI's [Permissions Form](#).
 - c. Use with General Public, Third Parties, or Commercially Sold Products.** Upon request by the chapter, PMI will grant the chapter permission to create derivative works for a fee and/or contingent upon the payment of a royalty where the derivative work will be distributed to persons other than chapter members provided that the chapter has obtained a written contract from PMI expressly authorizing the derivative work on such terms and conditions as PMI in its sole determination may require.
 - d. Copyright Notice.** All derivative works must contain a notice stating that the work is a derivative of the applicable PMI material(s) and that it has been produced with the permission of PMI.
Except for translations of PMI publications (in which PMI owns the copyright), the PMI chapter(s) creating the derivative work will actively obtain and own the copyright in that work, and will be responsible for registration of that copyright with the United States Copyright Office, or appropriate foreign government office.

PMI chapters holding a copyright in a derivative work will be required to immediately notify PMI in the event of any infringement of either the PMI copyright, or the derivative work copyright, by a third party; and cooperate with PMI with respect to any action taken by PMI concerning such infringement. Two (2) copies of the derivative work must be forwarded to PMI upon publication of the derivative work.



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Chapters may not use, license, assign, or convey any derivative works based on PMI copyrighted materials in any manner whatsoever with and/or to any third party, including businesses and vendors, without obtaining prior, express, written permission from PMI.

Any uses of derivative works based on PMI copyrighted materials not permitted under the terms of the PMI Chapter Charter require the prior, express, written permission of PMI.

- e. **Licensed Translations.** PMI will not grant any chapter or other entity the right to translate the PMBOK® Guide into languages in which PMI publishes an official translation. However, for other languages or publications, PMI will entertain requests to translate the materials on an unofficial and nonexclusive basis. All requests for the right to translate PMI materials must be made in writing to PMI. Copyright and all other rights in the licensed translation will belong to PMI. The chapters and any individuals or entities assisting the chapter in the translation process of any PMI publication must complete a copyright assignment assigning copyright in the translation to PMI, which is signed by the individuals who have authored, or are authoring, the derivative work in favor of the chapter.

Once a request for a translated work has been approved by PMI, PMI and the chapter will enter into a written agreement, consistent with the terms of this policy, which will permit the translated work. No oral permissions may be granted and no work may be performed on translating any PMI publications until written permission is granted by PMI.

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8.8 References

REFERENCE	LOCATION
PMI Mark and Usage Guidelines	Available from PMI.org: http://www.pmi.org/-/media/pmi/documents/public/pdf/about/press-media/trademark-usage-guidelines.pdf
MI Chapter Logo Guidelines	Available from the PMI Marketing Portal: http://www.PMI.org/marketingportal
PMI Brand Identity Guidelines	Available from the PMI Marketing Portal: http://www.PMI.org/marketingportal
PMI List of Marks	Available from PMI.org: http://www.pmi.org/-/media/pmi/documents/public/pdf/about/press-media/list-of-marks.pdf
PMI Talent Triangle® Guidelines	Available from the PMI Marketing Portal: http://www.PMI.org/marketingportal
PMI Advertising Policy	Available from PMI.org: http://www.pmi.org/-/media/pmi/documents/public/pdf/about/press-media/advertising-policy.pdf
Permissions Form	Available from the following link: https://www.pmi.org/permissions/form



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8.9 Intellectual Property Appendices

The following appendices must be referenced in addition to the preceding intellectual property policies. Each appendix is presented in its entirety in this section.

APPENDIX 1

Form for Assignment of Copyright

This form is only for articles from PM Network, PMI Today, PMI Community Post, and Friday Facts for distribution to their members and to post on their website. Articles must be at least ninety (90) days or more past PMI's publication date to be eligible for translation and posting/distribution. No photographs or artwork may be included in the translated articles.

Appropriate attribution to PMI's original work must be included in all translations. Please complete and email to permissions@pmi.org

Assignment of Copyright

I, _____, (hereinafter the "Translator/ Contributor") am preparing a translation of **(Publication Title: _____ (the "Work"))** into the _____ Language. I acknowledge that the Project Management Institute, Inc. ("PMI") is the owner of the copyright in the Work and that this translation (the "Translated Work") is a derivative work based on the Work that PMI has given me permission to create and distribute. I acknowledge that all right, title, and interest in and to both the Work and the Translated Work shall remain with PMI. To the extent that ownership in the Translated Work has not already been vested with PMI, I do hereby transfer and assign all worldwide copyright interest(s) in the Translated Work to PMI for the life of such copyright interests.

I warrant that the Translated Work is original and not in the public domain; does not violate, or infringe upon, any existing copyright, common law literary right, privacy right, or any other proprietary right of PMI or any third Party; does not libel any other person, organization, or entity; and does not contain material that is obscene or otherwise contrary to law. If the Work contains copyrighted material owned by a third Party, then I agree to obtain written permission from the copyright owner to use the copyrighted material in the Work and shall promptly deliver such written permission to PMI.

I represent and warrant that I own all rights granted hereunder free of any liens or encumbrances, that I have full power and authority to enter into this Assignment, and do so voluntarily. I understand that, from the date of this Assignment forward, the copyright(s) to the Translated Work(s) created by me or to be created by me, is/are owned, and will be owned, in perpetuity, solely by the Project Management Institute, Inc.

Dated: _____

Translator: _____

By: _____

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APPENDIX 2

Terms and Conditions for the Derivative Work License Agreement for Internal Chapter Use/Chapter Member Use Only

THIS LICENSE AGREEMENT (hereinafter "Agreement") is effective upon the date of signature of both Parties and shall run concurrently with the Charter Agreement by the Project Management Institute, Inc. (hereinafter referred to alternatively as "PMI" or "Licensor"), and the PMI Chapter (hereinafter "Licensee") (each a "Party" and collectively "Parties"). This Agreement is subject to all terms and conditions of the Charter Agreement and any additional terms and conditions for this Agreement shall be based on the following understandings of the Parties:

Licensor owns the federally registered copyright to all of its publications (the "Works") as well as all prior and subsequent editions of the Works. PMI is also the registered owner of all right, title and interest in the trademarks and service marks associated with these publications, including but not limited to the mark "PMI" (hereinafter "Marks"). Licensor grants Licensee a limited, non-exclusive, non-transferable license from Licensor to copy and to incorporate portions of the Works into internal documents for Chapter members and internal, noncommercial, and non-public organizational use only (the "Derivative Works") and to make those Derivative Works available for internal Chapter volunteers or to Chapter members only, subject to the terms and limitations contained herein.

WHEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings.

Works: Currently published PMI Publications

Derivative Works: Internal documents for Chapter member and internal, noncommercial, and non-public organizational use only. Materials offered to the general public and works sold commercially are not permitted under this license.

Cause: Any material breach of this Agreement, including but not limited to (1) failure of Licensee to make payments on a timely basis; (2) use of the Work or PMI's trade and service marks that is inconsistent with the terms and conditions of this Agreement; and (3) instances of fraudulent or criminal acts by a Party.

Logo: A design used by an organization to represent its products, services, or brand.

2. Grant of License. Pursuant to the terms and conditions set forth herein, Licensor hereby grants Licensee a limited, non-exclusive, non-transferable license (the "License") solely to copy portions of the Works and to place portions of the Works in the Derivative Works created by Licensee and to reproduce and distribute the Derivative Works internally or to Chapter members only. This License does not allow for the entire Works to be reproduced in the Derivative Works, either in sections or in its entirety. In connection with the limited, non-exclusive, non-transferable license, Licensee is permitted to:

- a. Display and reprint selected material from the Works as part of the Derivative Works, provided that proper attribution to the Works is provided by Licensee (in the manner specified in paragraph 7 of this Agreement); however, no right is granted to distribute the Works themselves, or any portion thereof, apart from the Derivative Works, or to include the entire Works within the Derivative Works.
- b. Use, reproduce, and transmit Licensor's name and trademarks solely in connection with its performance under this Agreement, subject to proper usage guidelines, a copy of which is attached as Appendix "A" to this Agreement. Licensee agrees that in no event will it use any of Licensor's Logos without receiving the prior, written approval of Licensor.

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- c. Distribute the Derivative Works for internal use or to Chapter members only. Licensee agrees that its users shall be subject to terms and conditions no less restrictive than the terms and conditions of this Agreement.

3. Reservations. Licensor reserves all rights to publish and use, and to license others to publish and use, the Works and any portion thereof, in any manner whatsoever and in any location without restriction.

4. Restrictions/Requirements.

- a. Except for the right to create a Derivative Works as specified in paragraph 1, Licensee shall not alter, modify, or change the text of the Works in any way without the prior, express, written permission of Licensor. This License is only for the stated edition of the Works. No rights are granted herein by Licensor to Licensee to use any previous or subsequent editions of the Works.
- b. Licensee shall clearly identify those portions of the Derivative Works which consist of the text of the Works. For example, the text of the Works may be printed in a color different from the text color of the Derivative Works prepared by Licensee or labeled with appropriate citations.
- c. Licensee may not include hyperlinks to the Works in the Derivative Works and may only produce print and electronic versions of the Derivative Works. If the Derivative Works are to be produced in an electronic format, Licensee will not display or post any portion of the Works contained in the Derivative Works on any public websites.
- d. Licensee may contract with third parties to print and distribute the Derivative Works to Chapter members on its behalf, provided that said contracts do not conflict with the terms of this Agreement or in any way contradict or impair the rights of either Party under the terms of this Agreement.
- e. Upon request, Licensee shall provide Licensor with two (2) complete and accurate copies of the Derivative Works upon publication. Licensee shall also provide a complete and accurate copy of the Derivative Works prior to publication if Licensor so requests to review and confirm compliance with this Agreement.

5. Ownership. Licensee hereby acknowledges and agrees that Licensor is the sole and exclusive owner of the Works and the copyright in the Works; and the title to and ownership of the Works shall remain with Licensor (or its successors or assigns) throughout the term of this Agreement, and any subsequent Agreement. Licensee shall be the sole and exclusive owner of those portions of the Derivative Works that are wholly original creations of Licensee and are not contained in the Works.

6. Intellectual Property Warranty.

- a. Licensee represents and warrants that the Derivative Works will be original works and will not infringe upon the proprietary rights of any Party to this Agreement and/or third party.
- b. Licensor specifically represents and warrants that it is the owner of all right, title and interest in the Works and is not aware of any rights of a third party which would be infringed by Licensee's permitted use of the Works as specifically described herein.

7. Copyright Notices and Registrations.

- a. In order to reflect Licensor's ownership of the Works and to protect Licensor's interests therein:
 1. With respect to all publications of the Derivative Works, or any portion of the Derivative Works, Licensee shall include the copyright notice as set forth in Appendix "B," attached hereto and incorporated herein by this reference.
 2. Licensee shall also include copyright notices in the form required by the laws of any nation in which the Derivative Works are to be published.

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8. Disclaimer of Warranties/Force Majeure/Limitation of Liability.

- a. Except as stated in Section 6.b., Licensor makes no representations about the merchantability of the information contained in the Works or the suitability of the information contained in the Works for any particular purpose. All such information and related graphics are provided on an “AS IS” basis and without warranty or guarantee of any kind.
- b. In no event shall Licensor be liable for any special, indirect or consequential damages, or any damages whatsoever, resulting from loss of use, damage, delay, failure of performance, data or profits, whether in an action of contract, negligence or other tortious action arising out of, or in connection with, the use or performance of information in the Works or Derivative Works, including but not limited to, an act of God, fire or other catastrophe (including but not limited to severe weather, earthquakes or other natural disasters), electrical, computer or mechanical failure, failure of communication lines, telephone or other interconnection problems, computer viruses, unauthorized access, theft, operator errors, work stoppage, or delays or failure to act of any carrier or agent or governmental restrictions.

9. Infringement.

- a. Licensee shall promptly notify Licensor of any infringement of the copyrighted material from the Works that has been licensed to Licensee hereunder and is contained in the Derivative Works, whenever Licensee becomes aware of such infringement. Licensee shall cooperate with Licensor, at Licensor’s expense, to prevent and stop such infringement or act and if so requested by Licensor, shall join with Licensor as a Party to any legal case or action brought by Licensor for such purpose. Licensor shall have full control over any such case or action, including, without limitation, the right to choose if, when, and where to initiate any case or action, and to select counsel or to settle on any terms Licensor deems advisable in its sole and exclusive discretion. Licensor shall bear all expenses connected with the foregoing, except that if Licensee wishes to retain its own counsel, Licensee shall do so at its own and sole expense.
- b. Licensee shall not challenge the validity of the copyright in the Works or support third parties in any challenge thereto.

10. Term of Agreement.

- a. The License shall commence upon the date of signature of both Parties and shall run concurrently with the Charter Agreement by PMI and the PMI Chapter.
- b. The Parties reserve the right to terminate this Agreement without cause upon sixty (60) days’ notice. This Agreement shall also terminate automatically on the occurrence of (1) the bankruptcy or insolvency of either Party; or (2) assignment of this Agreement by Licensee without the expressed written consent of Licensor.
- c. Upon expiration or termination of this Agreement, Licensee shall remove all portions of the Works from the Derivative Works. Thereafter, Licensee shall have no further right to use, prepare, publish, or distribute any portion of the Works that is in the Derivative Works. Licensee may re-use portions of the Derivative Works that are the wholly original creations of Licensee and are not derived from the Works in any manner. Upon expiration or termination of the License, Licensee shall also make good faith, reasonable efforts to remove and destroy all copies of the Works and the Derivative Works which contain portions of the Works in its possession on all individual computers, computer servers, work stations, or other electronic equipment attached to their Intranets (except for portions of the Derivative Works that are wholly original) and shall promise and warrant that,

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to the best of the Licensee's knowledge, no such copies of the Works or the Derivative Works which contain portions of the Works are in its possession.

11. Royalty Payments. In consideration of the License granted hereby for Licensee to create and distribute Derivative Works to PMI Chapter members only, Licensor shall waive all fees normally due under this Agreement. If there are any commercial uses or public offerings of any Derivative Works then such Derivative Works will require a separate license with applicable fees due.

12. Written Communications/Notices. All notices, orders and other communications provided for hereunder shall be in writing and shall be sent to the other Party by mail or email. All written communications shall be deemed to have been given on the date when received.

13. General Provisions to Agreement.

- a. If the term, covenant, condition or application of any provision or provisions of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable by any court of competent jurisdiction, the remainder of terms, covenants or conditions of this Agreement, other than those found to be invalid, shall be enforced to the fullest extent permitted by law.
- b. No waiver or breach of any term or provision of this Agreement shall be construed or operate as a waiver of any other breach of the terms or provisions of this Agreement.

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IN WITNESS THEREOF, the Parties hereto represent below that they have read and understand the terms of the Agreement, and that they are duly authorized to enter into this Agreement by, and on behalf of, their respective organizations.

PROJECT MANAGEMENT INSTITUTE, INC.

By: _____ Date: _____

Vice President Brand Management

PMI CHAPTER

By: _____ Date: _____

Print Name and Title: _____



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APPENDIX 3

PMI MARKS

Use of PMI trademarks are only permitted for the sole purpose of referencing PMI's goods and services to which the respective marks pertain and not for purposes of suggesting that PMI is endorsing or providing any other goods or services. These Guidelines and the accompanying Agreement in which these Guidelines are incorporated are not intended to waive any legal rights that PMI has to its marks or to permit the use of PMI Marks for any purpose that constitutes an unlawful use or infringement of PMI's legal rights.

- 1. PMI:** The ® symbol shall be used whenever the mark appears, and the following notice must be linked to, and identified with, the first appearance of the mark: "[Mark] is a registered mark of Project Management Institute, Inc."
- 2. PMP, CAPM, and PgMP:** The ® symbol shall be used whenever the mark appears, and the following notice must be linked to, and identified with, the first appearance of the mark: "[Mark] is a registered mark of Project Management Institute, Inc."
- 3. PMI-RMP, PMI-ACP, and PMI-SP:** The ® symbol shall be used whenever the mark appears, and the following notice must be linked to, and identified with, the first appearance of the mark: "[mark] is a mark of Project Management Institute, Inc."
- 4. PMBOK:** The ® symbol shall be used whenever the mark appears, and it must always be followed by the descriptor "Guide" as in *PMBOK® Guide*. The following notice must be linked to, and identified with, the first appearance of the mark: "PMBOK" is a trademark of Project Management Institute, Inc."
- 5. OPM3:** The ® symbol shall be used whenever the mark appears, and the following notice must be linked to, and identified with, the first appearance of the mark: "OPM3 is a registered mark of Project Management Institute, Inc."

Note: All registered marks listed above are registered in the United States and/or other countries. An omission from this list does not constitute a waiver of any intellectual property rights that PMI may have established in any other marks. For a current list of PMI Marks contact the Trademarks Paralegal, PMI Legal Department at: legal@pmi.org.

COPYRIGHT NOTICE

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9.1 Chapter Website Hosting, Naming, and Design

All PMI chapters are required to establish and maintain a website for marketing, communication, and membership purposes. PMI provides various services and considerations for PMI chapters embarking upon website development.

9.2 Chapter Website Development, Hosting, and Naming

All HTML pages for a chapter website are to be developed by the chapter. PMI does not offer file transfer protocol (FTP) access to upload website files.

Chapters that wish to make use of PMI’s brand guidelines for website development can access HTML code recommendations and general design guidance on the PMI Marketing Portal.

General questions about types of website design software or any other questions regarding design of chapter websites may be emailed to ChapterSupport@pmi.org.

9.2.1 Hosting with an Internet Service Provider (ISP)

When hosting with an ISP, more advanced capabilities may be available for the chapter’s website such as online forms, database-driven pages for member areas, and surveying and discussion groups. When researching ISP providers, verify costs. Monthly hosting fees will vary greatly depending upon the chapter’s individual support needs.

9.2.2 Domain Name Policies

9.2.2.1 Domain Name Selection

Domain names must clearly identify the chapter as the sponsor of the website and not PMI. PMI recommends using the initials PMI together with chapter’s name or acronym in the domain name. The .ORG extension is also recommended in the domain to identify the chapter as a not-for-profit organization. It is not acceptable to use domain names that may misrepresent the chapter, as shown in the following examples:

EXAMPLE DOMAIN NAME	DOES THE EXAMPLE FOLLOW THE POLICY?
www.pmilatviachapter.org	Yes. This example shows the chapter’s affiliation with PMI, the chapter name is spelled out, and the name uses .org.
www.pmilvc.org	Yes. This example shows the chapter’s affiliation with PMI, the chapter name is an acronym, and the name uses .org.
www.pmi-lvc.lv	Yes. While this example uses a country extension instead of .org, this name example shows the chapter’s affiliation with PMI and the chapter name is an acronym.
www.pmilatvia.org	No. This example could be mistaken for a PMI office in Latvia rather than a chapter.
www.pmi.lv	No. This example could be mistaken for any party with the initials PMI, it also does not identify the website as that of a chapter affiliated with PMI.

9.2.2.2 Domain Name Hosting

The chapter’s domain name requires a fee. There are services available for domain hosting. These services charge nominal fees and are used by many PMI chapters. PMI does not host registered domain names.

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9.2.3 Chapter Website Logo Use

The chapter website must use the chapter logo that has been approved by PMI. The PMI logo may be used only as a link back to PMI's homepage from the chapter website. Links to the PMI homepage must open in a new browser window.

9.2.4 Chapter Website Web Content

All web content published by PMI chapters must adhere to PMI's electronic use and intellectual property policies. PMI will review chapter websites on an ongoing basis to ensure compliance with PMI's intellectual property policies. Any use of PMI's intellectual property must be properly marked. Failure to abide by this policy is grounds for PMI to take further action, such as refusing to upload the page or removing the page from PMI's server.

9.3 Links to the PMI Home Page (www.PMI.org)

Chapters are permitted, and indeed encouraged, to link to PMI.org on agreement to the following terms and conditions.

- **Proper Form of Link:** PMI chapters are permitted to link to PMI's home page using one of the following forms: the name Project Management Institute, the initials PMI, or the PMI Logo.
- **No Misrepresentations:** a PMI chapter may not misrepresent its relationship with PMI, or present false or misleading impressions about PMI.
- **No Framing:** PMI chapters will not place PMI web pages in a "frame" within their own websites without specific written permission from PMI.
- **No Negative References:** PMI chapters may not make negative or disparaging references to PMI, its services or its members or otherwise compare PMI, its services or its members unfavorably to others.
- **No Objectionable Content:** PMI chapters' websites must not contain, or link to, content that may be interpreted as libelous, obscene, or criminal, or which may infringe or violate any third party rights.
- **Protection of Marks:** PMI chapters may not use PMI names, marks or other materials in a manner that is likely to cause confusion with another source or dilute or damage the reputation or image of PMI.
- **Proper Use of PMI Logo:** PMI chapters' use of the PMI logo for linking purposes will conform in all respects to the logo usage guidelines. The PMI logo may only be used as a link to the PMI home page and not to link to any other portion of the PMI website. Contact your Chapter Administrator to obtain a copy of the guidelines before establishing the link. If linking to an overview page on the PMI website, please use appropriate text to name the overview section.
- **Indemnification:** PMI shall have no responsibility or liability for any content appearing on the chapter's website. PMI chapters agree to indemnify and defend PMI against all claims arising out of or based upon its web-site.
- **Right to Revoke:** PMI reserves the right at any time and in its sole discretion to revoke this right and request that the chapter remove from its website any link(s) to the PMI website.
- **Amendment to Terms and Conditions:** PMI reserves the right to amend these linking terms and conditions at any time. By continuing to link to the PMI website, the chapter agrees to abide by the linking terms and conditions then current, as well as other legal terms of use and conditions on the PMI website, as amended from time to time.

9.4 Chapter Web Services (CWS) Provider Program

The Chapter Web Services (CWS) Provider Program is a website hosting and support option available to all PMI chapters. This program enables chapters to contract with providers of web services that have been

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qualified, tested, audited, and approved by PMI. CWS providers offer standardized web services that are integrated with PMI's secure central IT systems including:

- Single sign-on (SSO)
- myPMI member profile
- Universal search function linked to pmi.org
- Syndicated pmi.org content
- Direct links to PMI applications such as the Volunteer Relationship Management System (VRMS), the Continuing Certification Requirements System (CCRS), and event calendars

PMI does not set price, nor pay for or offset cost for the CWS Provider Program.

9.5 Social Media Policy

A chapter's social media presence, posts, and content must align with PMI's core values. Chapter leaders must manage the chapter's social media presence according to the bylaws and fiduciary duties.

9.5.1 Adherence to PMI Social Media Guidelines

Chapter leaders must read, understand, and follow the PMI Social Media Guidelines to manage the chapter's social media presence.

9.5.2 Consistent Use of PMI Identification

Proper use of the PMI logo on the web, including social media spaces, is critical to maintenance of brand standards. Chapters must visually identify their social media presence with the PMI brand. The chapter logo may be used alone as profile picture, icon, or avatar on social media websites. The PMI identity must be included in any social media pages or group names, to show the chapter's affiliation with PMI, as this example shows:

EXAMPLE DOMAIN NAME	DOES THE EXAMPLE FOLLOW THE POLICY?
PMI Delaware Valley Chapter	Yes. This name example shows the chapter's affiliation with PMI.
Delaware Valley Chapter	No. This name example does not show the chapters affiliation with PMI.

9.6 References

REFERENCE	LOCATION
Chapter Web Services Provider Program	Available from the Leadership OLC in the Chapter Web Services Folder
Social Media Guidelines	Available from the About section of PMI.org
PMI Chapter Logo Guidelines	Available from the PMI Marketing Portal: http://www.PMI.org/marketingportal
PMI Style Guide	Available from the PMI Marketing Portal: http://www.PMI.org/marketingportal



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10.1 Professional Development Units for Chapter Events

All chapters can award Professional Development Units (PDUs) for their programs and events. Chapter PDU activities must align with the PMI Talent Triangle® and fit into either of two categories: Education or Giving Back. One PDU is earned for every one hour spent in a planned, structured learning experience or activity. Fractions of PDUs may be reported as .25 increments following one full hour.

10.1.1 Events Qualifying for One to Two PDUs

Events qualifying for one to two PDUs include chapter monthly meetings and webinars. The chapter does not enter one to two PDU events into the Continuing Certification Requirements System (CCRS). As an option, chapters can report one-to-two hour PDUs for those attending their chapter events through a batch claim process.

10.1.2 Events Qualifying for More Than Two PDUs

Events qualifying for two or more PDUs include workshops, seminars, professional development days, and conferences. All chapters must enter events qualifying for more than two PDUs in CCRS.

10.2 Use of Logos to Promote PDU Events

A PMI chapter may use their approved chapter logo to promote their respective events that qualify for PDUs. The Registered Education Provider (R.E.P) logo shall be used only by registered R.E.P. organizations.

10.3 Use of PMI CCR System (CCRS)

All chapters have access to CCRS (<https://ccrs.pmi.org>) to register and maintain their chapter events of two PDUs or more. There is a provider section of CCRS and certain individuals within the chapter must be designated as provider representatives to manage their chapter events in CCRS.

10.4 Chapter Training Quality Assurance Program

Training offered by chapters must adhere to the guidelines of the PMI Chapter Training Quality Assurance Program (CTQAP). The CTQAP seeks to:

- Promote brand and quality consistency in training across all PMI chapters
- Instill a level of confidence across our global chapter community
- Ensure that our members receive exceptional value when they choose a PMI chapter for their training needs

10.4.1 Purpose of the CTQAP Program

The program ensures that every chapter providing certification exam preparation training meets specific quality standards content development, designing of course material, development of learning objectives, instructor selection, course evaluation, marketing and awarding of PDUs.

Quality assurance is defined as the following three items:

- Measure of performance,
- Value and consistency, and
- PMI intellectual property compliance.

10.4.2 CTQAP Review of Certification Exam Preparation Courses

Adherence with CTQAP requires an independent review of all certification exam preparation courses offered by the chapter, or delivered by chapter volunteers, to be completed every three years. CTQAP includes a separate review of each delivery method which the chapter uses to provide courses including classroom, distance learning, and conferences.



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10.5 Chapter R.E.P. Registration and Identification

PMI chapters choosing to compete in the commercial training space with for-profit educational providers may formally register as R.E.P.s. PMI chapters that enroll as R.E.P.s will be subject to specific guidelines, additional fees, and audit controls. Chapters that have not registered as an R.E.P. may not claim to be an R.E.P., use the R.E.P. logo, or provide commercial scale training.

10.6 References

REFERENCE	LOCATION
R.E.P. Program Information	Available from this link: http://www.pmi.org/learning/training-development/rep/become-rep
Chapter Training Quality Assurance Program Guide	Available from the Leadership OLC , in the Event Support folder under the Professional Development and Education section
Continuing Certification Requirements (CCR) Handbook	Available from this link: http://www.pmi.org/-/media/pmi/documents/public/pdf/certifications/ccr-certification-requirements-handbook.pdf
PMI Talent Triangle® Guidelines	Available from the PMI Marketing Portal: http://www.PMI.org/marketingportal

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All chapters can award Professional Development Units (PDUs) for their programs and events.



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11.1 Chapter Excellence Awards Program

The Chapter Excellence Award Program honors PMI-chartered chapters that have made significant contributions to the project management profession and to the Institute through exemplary programs, products, and services.

Chapters must meet these criteria to prequalify for the PMI Chapter of the Year Award:

- Charter renewal completed on time and in compliance
- Meeting or exceeding average retention rates in the chapter's region
- Meeting or exceeding average scores for overall member satisfaction, likelihood to renew and likelihood to recommend chapter membership, as scored in the membership satisfaction survey

All prequalified chapters will be invited by Chapter Partners to participate in an online survey to distinguish their accomplishments from other chapters in their region.

11.2 Recognition in PMI Publications

Chapters may seek informal recognition for their achievements outside of the PMI Chapter Awards Program through the publication of articles related to special events or newsworthy activities. *PMI Today*® accepts article submissions from chapters and regional activities.

11.3 Discount on PMI Book Orders

PMI chapters are eligible for a 50% reseller discount off the list price of most books published by PMI. This is an organizational discount for the chapter and not an individual discount for chapter leaders. Chapter leaders purchasing books for their individual use must pay the PMI member price.

Many PMI chapters use this discount to supply materials for their professional development and training events, conferences or tradeshows, or to maintain their chapter libraries. Chapters may pass this discount on to their members or sell the products at full price as a way to raise funds for their organization.

List prices are subject to change without notice. Discounts are subject to revision or cancellation without notice. All discounts are subtracted from the list prices of books as they exist at the time orders are placed.

11.3.1 Discount Exclusions

Commercial titles that PMI resells from other publishers are not eligible for this discount, neither are PMI logo items and PMI/Wiley co-published titles. Other items may be excluded from this discount at PMI's discretion.

11.3.2 Orders

Orders must be placed by a current chapter board member or officer on behalf of the chapter. During the checkout process, select the checkbox to indicate that you are a chapter leader purchasing on behalf of your chapter. By checking this box, the appropriate discount will be automatically subtracted from the eligible items in your shopping cart.

11.3.3 Payment

Web orders must be paid using a credit card. Orders that are paid via check, wire transfer, or purchase order must be submitted directly to the PMI Book Service Center.

Standard payment terms are net 30 days for credit customers. Prepayment via credit card, check, or wire transfer is required for all other customers.



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11.3.4 Returns

Books in print are returnable for credit up to one year from invoice date (no refunds unless damaged or defective). Out-of-print titles are returnable for credit at the item's original purchase price for a period of six months after the item has gone out of print.

All return shipments must be pre-paid. A restocking fee of 10% of the retail price of the returned books will be deducted from the credit memo when 50% or more of the original quantity ordered is returned.

11.4 Leadership Institute Meeting Registration Policy

PMI provides a single complimentary registration to each chapter for each PMI® Leadership Institute Meeting (LIM). The complimentary registration is provided through the use of a special registration code, which is sent to the president of the chapter.

Use of the single complimentary registration may be designated by the chapter president for any chapter officer, and may not be used more than once. It is the responsibility of the president to provide the code to the designated LIM attendee.

Chapters chartered as chapters with branches are eligible to receive one additional complimentary registration for each branch to attend the LIM in the chapter's region. Potential chapters with branches must receive PMI approval of a multi-year business plan to be eligible for this benefit.

11.5 References

REFERENCE	LOCATION
Chapter Excellence Awards Program	Available from the Leadership OLC in the Chapter Awards folder
Chapter Book Orders	Contact the PMI Bookstore Administrator by email: info@bookorders.pmi.org

The Chapter Excellence Award Program honors PMI-chartered chapters that have made significant contributions to the project management profession and to the Institute through exemplary programs, products, and services.



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12.1 Purpose of the Conflict Resolution Program

The purpose of the Conflict Resolution Program is to quickly and fairly resolve any disputes that may arise between or among PMI chapters or members within a PMI chapter. Early resolution of disputes is beneficial to all involved.

The Conflict Resolution Program provides support to volunteer leaders in instances of perceived conflict, per the PMI Chapter Charter Agreement, Section 14, entitled Agreement Dispute Resolution.

12.2 Program Scope

The program applies to all disputes between or among chapters, and between members of chapters. Chapters agree to submit those disputes that they cannot resolve themselves to the program for resolution. The program is the sole method for resolution unless PMI consents to a resolution outside the program, or enforcement of such requirements is prohibited by law.

The dispute resolution process consists of:

- 1 Efforts by the parties to resolve the dispute themselves
- 2 Facilitation by a senior chapter volunteer
- 3 Facilitation by a region mentor
- 4 Facilitation by a trained staff member of the Chapter Development Department
- 5 Mediation of the dispute by a PMI volunteer trained in mediation and conflict resolution, and
- 6 Binding arbitration of the dispute

12.3 Conflict Resolution Process

Upon notification by parties of a dispute, the Chapter Partner will facilitate a discussion between the parties to attempt to resolve the dispute. PMI will schedule a facilitated discussion within 30 days of notification of the dispute. If the dispute is resolved during that discussion, the Chapter Development Department member, with the assistance of PMI Legal and the parties, shall prepare an agreement describing the resolution. The parties and a Chapter Development Department staff member will sign the agreement.

12.4 Disputes Subject to Conflict Resolution

This program is intended to resolve disputes relating only to individuals in their volunteer or member role within a chapter.

Disputes eligible for this program include, but are not limited to, those arising from the nominations, elections, and removal of officers.

Ineligible disputes include, but are not limited to, those arising from any disagreements involving governing, policy or procedure documents, and the interpretation of the aforementioned documents, which should be resolved at the chapter level, with the chapter board having final authority.

This program is not intended to resolve complaints regarding PMI or PMI staff. Any such complaints are governed by the PMI Grievance Policy. Nor is the program intended to resolve any employment-related issues between the chapter and any of its employees, to the extent that the chapter has any employees.



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12.5 Conflict Resolution Oversight

The Chapter Development Department has overall responsibility for the Conflict Resolution Program including policy, program development, and evaluation. The Chapter Development Department, with consultation from the PMI Legal Department, shall resolve any disputes regarding the interpretation and applicability of these procedures.

12.6 References

REFERENCE	LOCATION
PMI Conflict Resolution Program	Available from the Leadership OLC in the Conflict Resolution folder
PMI Grievance Policy	Available from this link: http://www.pmi.org/about/leadership-governance/documents

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The purpose of the Conflict Resolution Program is to quickly and fairly resolve any disputes that may arise between or among PMI chapters or members within a PMI chapter.



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13.1 Purpose of Probation

PMI chapters that do not meet performance standards or policy requirements may be placed on probation. The probation policy provides support and services to assist chapters before, during, and after a probationary period. PMI will guide chapter volunteer leaders and provide a structure in which chapter governance can be reinforced and supported and ensure the rights and benefits to the members are being met.

13.2 Reasons for Probation

Causes for probation include, but are not limited to:

- Failure to submit the Annual PMI Chapter Charter Renewal by the designated due date, following repeated attempts to support the chapter in meeting the annual filing requirement.
- Failure to meet minimum performance criteria and core services established by PMI within the PMI Chapter Charter Agreement.
- Failure to uphold PMI policy as outlined in the chapter's governing documents, PMI Chapter Charter Agreement, the PMI Policy Manual for PMI Chapters, and other applicable and published PMI policies.
- Failure to address noted concerns within provided timeframes or participate in PMI's Conflict Resolution process will be placed on probation.

13.3 Probation Measures

During probation:

- PMI may suspend promotion of the chapter through PMI publications.
- Chapter leaders may be ineligible for PMI® Leadership Institute Meeting (LIM) attendance support including travel grants and complimentary registration.
- Chapter events including, but not limited to, training and professional development programs may not be promoted or communicated via PMI's CCRS program.
- The chapter will no longer receive special pricing, licensing terms, or other chapter benefits.
- PMI will revoke all access for chapter leaders to all PMI leadership portals including, but not limited to, the Component System, the Chapter Reporting System, Chapter Leadership OLC, PMI Learn, and *Friday Facts*.
- The chapter will not be allowed to participate in any of the PMI Chapter Support or Recognition Programs; including, but not limited to the Chapter Awards Program, the Chapter Guest Pass Program, and Speaker Engagement Requests.

13.4 Notification of Probation

PMI will prepare a chapter for probationary status by communicating the intent to initiate the probation period to the chapter board.

The chapter board will receive an official notification letter of the probationary status. This notification letter will identify:

- The reason the chapter has been placed on probation
- Official notice that revocation of the charter may ensue if performance does not improve, and
- The actions required to remove probationary status

A chapter receiving this notice will be provided a designated period of time to respond to the formal communication. If no response is offered, the chapter will automatically be placed on a pre-determined probationary period.



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13.5 Probation Outcomes

PMI will monitor the chapter, offering advice and assistance, during the probationary period. PMI will attempt to contact the chapter president or board monthly, and schedule teleconferences and face-to-face visits, if possible.

Once the probationary period is completed, PMI will re-evaluate the chapter's performance, and take one of the following actions:

- **Remove probationary status.** The chapter may retain its charter and return to chapter-in-good-standing status.
- **Revoke charter.** The PMI chapter will lose its charter and will be required to dissolve as an organization affiliated with PMI. This final action will be taken when the inability to improve its performance exists. A letter will be sent from PMI to the chapter board informing them of this status, followed by a letter to all members of the organization indicating why such an action has been taken.

13.6 References

There are no additional references for this section.

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PMI chapters that do not meet performance standards or policy requirements may be placed on probation.



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14.1 Purpose of Chapter Dissolution

A chapter must follow an organized process for dissolution under the direction and support of PMI.

14.2 Reasons for Chapter Dissolution

The decision to dissolve a chapter may result from one of the following circumstances:

- The current slate of officers is no longer interested or able to serve in their positions, and there is no interest from the chapter membership to take on the leadership of the chapter.
- Leadership is in place and willing to continue in their roles, but the membership has decreased and continues to decrease despite multiple attempts to revitalize the chapter. This situation could be due to lack of membership interest, a highly transient membership population, or change in the industry/employment environment, including lack of employer support for member dues or participation or the relocation of a company/operations center.
- The chapter leaders and members have decided that it would be more beneficial to combine resources and merge with another PMI chapter rather than continue to function independently in a country with multiple chapters. This situation can include chapters becoming branches of another existing chapter, which still necessitates the dissolution of the chapter.
- The chapter has consistently demonstrated the inability to meet the minimum performance criteria as outlined in the charter agreement, despite multiple attempts to meet these requirements, for example:
 - Failure to deliver core services
 - Failure to provide clear chapter financial details
 - Failure to maintain the governance documents, chapter bylaws, registration, and charter renewal
 - Failure to arrange for a proper election

14.3 Chapter Dissolution Due to No Active Board

The chapter's governing documents and local jurisdictional rules ultimately outline the dissolution process. PMI will support the process as follows:

- 1 PMI staff will attempt to contact the last set of officers on file to confirm the status of the organization.
- 2 If PMI staff is successful with contacting the last recorded chapter board members, PMI will work with these individuals to first try to determine if enough interest exists to revitalize the chapter. If it is determined that no interest exists among the current board of directors and the chapter membership, PMI will then work with this group to dissolve the chapter.
- 3 If PMI staff is not successful with contacting the last recorded chapter board members, PMI staff will communicate with the current chapter membership informing them of the current status of the chapter, and soliciting volunteers to step forward and reestablish the chapter. If no volunteers come forward, PMI staff will work with the last recorded officers to have the chapter dissolved.

14.4 Chapter Dissolution Due to Mergers

If the chapter is merging, which may include becoming a branch of another PMI chapter, the following steps must be taken:

- 1 PMI will require the submission and approval of a multiyear business plan outlining the value of the chapters joining together.



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- 2 If the merger creates a new entity, both of the existing organizations must legally dissolve, and the new entity established would need to follow the appropriate registration or incorporation procedures or make the necessary revisions to their current registration or incorporation documents. It is suggested that both chapters consult with the appropriate officials regarding their registration or incorporation.
- 3 Members of both chapters must vote to approve this merger, either at a called meeting, by mail ballot, or by electronic ballot.
- 4 The process must be consistent with balloting procedure requirements of the jurisdiction in which the chapters are registered/incorporated. Both chapters should refer to the approved bylaws for established balloting requirements.
- 5 A letter from both chapters will need to be sent to the Chapter Partner(s) outlining the steps that were taken by these chapters to come to this agreement and the actual results agreed upon. Either the presidents or chairs of the chapters involved sign this letter.
- 6 A letter is sent to the Chapter Partner(s) acknowledging that the transfer of accounts has occurred and the amount that was transferred, and assets have been dispersed.
- 7 The second chapter will accept the members of the dissolving chapter into the continuing entity in exchange for this transfer of assets. It is important to note that there will not be any extension of membership expiration dates. The same member expiration dates will be used when they are transferred to the new chapter.
- 8 The merging of both chapters is complete after the PMI Chapter Administrator receives the revised bylaws of the newly structured chapter highlighting the necessary changes in its geographic coverage. A new area designation form, Chapter Request for Designated Area of Operations Form C, will need to be attached to the chapter's charter as an addendum. If the merger has resulted in a new chapter, or a chapter with branches, a new charter agreement with PMI would also need to be executed.

14.5 Chapter Dissolution Duties

The following steps outline the dissolution process, which must be executed in either of the two scenarios described above, as well as in all other circumstances requiring chapter dissolution:

- 1 The chapter members need to approve the motion to dissolve the chapter, in accordance with the governing documents of the chapter. This approval may require a special meeting of chapter members to address and vote on this issue. This announcement and vote may also be handled by mail or electronic ballot, per the chapter bylaws. PMI will need a formal letter from the chapter regarding the issues at hand and the results of the member vote. PMI may be able to support electronic balloting through shared services. Chapter leadership may contact PMI staff for assistance with these services.
- 2 If the chapter was assigned a government identification number or filed any other type of tax-related or tax exemption applications, the chapter needs to inform the appropriate government authorities regarding the chapter's dissolution.
- 3 The chapter will need to file appropriate notices of dissolution with the applicable governmental bodies in the jurisdiction in which the chapter is incorporated. This action may also entail filing notices in newspapers and legal publications.



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- 4 Payment obligations for any and all financial obligations on behalf of the PMI chapter must be complete.
- 5 Once all bills and other financial obligations have been met, the remaining assets will need to be forwarded to the designated entity highlighted in the chapter’s bylaws. This entity could be a charitable organization, another professional association, another PMI chapter, or the PMI Educational Foundation. This group must be a not-for-profit entity.
- 6 If no specific entity is identified, then the members or the board must designate a not-for-profit entity in accordance with the bylaws.
- 7 All checking and savings accounts should be closed after all outstanding checks have cleared the bank.
- 8 All other assets, including certificates of deposit and money market accounts, must be transferred over to the designated not-for-profit organization by either transferring the investment, or cashing in the investment and then transferring the funds to the designated entity.
- 9 PMI staff should be copied on the correspondence accompanying this transfer of funds.
- 10 If the chapter is required to file tax reports with applicable governmental bodies, this requirement may apply during the fiscal year in which the chapter dissolved. For example, if the chapter dissolved in September, it may be required to file a tax report for its activities between January and September.
- 11 The leaders must make a provision for maintaining the chapter’s files for a minimum of three years in case any questions arise or any government authorities decide to conduct an audit. The responsibility of maintaining these records falls with the volunteer leaders as fiduciaries of the organization.

14.6 References

REFERENCE	LOCATION
Chapter Request for Designated Area of Operations Form C	Contact the Chapter Development Department to obtain this form.