



**Project Management Institute**  
Global Headquarters  
14 Campus Blvd  
Newtown Square, PA 19073  
+1 610 356 4600

**Charter Agreement between Project Management Institute, Incorporated  
and  
一般社団法人 PMI 日本支部,  
known as PMI Japan Chapter**

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

**1. Charter Agreement**

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

A Chapter may require modifications to this Charter Agreement due to legal requirements in the jurisdiction in which the Chapter is incorporated/registered or due to other circumstances. Any such modifications must be mutually agreed to and shall be included as attachments to this document at the time of execution. It is the responsibility of each

Chapter to have adequate legal review prior to the execution of this agreement to ensure that all such modifications are identified prior to execution.

## **2. PMI's Responsibilities to the Chapter**

PMI shall, at its discretion and where legally permitted, perform the following functions:

- (a). develop and approve governing policies and criteria from time to time that control and regulate PMI and the establishment and continued operation of all Chapters;
- (b). process memberships of PMI members who also join Chapters; collect dues and applicable indirect taxes on behalf of Chapters and disburse those dues and indirect taxes to Chapters; and gather, distribute and maintain centralized membership data and systems, as applicable;
- (c). inform Chapters of all new and revised PMI governing policies, strategies, procedures, rules, and directives that affect Chapters;
- (d). provide discretionary programs that support the activities and development of Chapters and Chapter leaders; and,
- (e). fulfill other obligations as described or referenced in this document, and in the PMI Bylaws, policies, practices, procedures, rules, and directives.

## **3. PMI Reservation of Certain Rights**

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

The Chapter shall not develop, engage in, endorse or sponsor programs, services, products or other activities that may be confused with, detract from or damage the common and standardized products, programs, services and other activities that PMI may develop in the areas of project management standards; professional certification programs; and accreditation under the name of and with the resources from PMI. PMI may, in its sole and exclusive discretion, authorize the Chapter to participate in, sponsor or engage in activities related to common and standardized standards development, certification and other areas reserved to PMI as a global, non-profit organization. The Chapter must receive written authorization from the PMI President and CEO prior to any such activity and the PMI President and CEO will determine the appropriateness and grant or deny the request to engage in such activities in his sole discretion. The PMI President and CEO shall provide a written response to the Chapter's request within thirty (30) business days after receiving the request.

Except as otherwise stated in this Section, nothing in this provision shall preclude the Chapter from developing its own project management programs, products, and services consistent with the terms of this Charter Agreement. The chapter agrees that the provision of core services is the priority before developing its own programs, products, and services.

#### **4. Chapter Name, Relationship, and Independent Status/Chapter Representations**

The Chapter shall bear the name identified above and agreed to in the Execution section of this document. The Chapter will be independently incorporated or registered as a separate and distinct legal entity, and as a Chapter Organization of PMI in a manner prescribed by PMI. The Chapter shall meet all legal and tax requirements of the applicable jurisdiction(s) in which the Chapter is located or conducts business. The Chapter is responsible to the duly elected PMI Board of Directors for the terms and conditions in this Charter Agreement, and is subject to all policies, procedures, rules, directives, and requirements lawfully approved or authorized by the PMI Board provided they are not contrary to the laws of the country of the Chapter.

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

The Chapter may not represent itself as an Authorized Training Partner (ATP), unless the Chapter has satisfied (and continues to satisfy on an ongoing basis) the requirements of the ATP Program.

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

#### **5. Chapter Territory**

Attachment A of this agreement shall identify, as specifically as possible, the geographic area encompassed by the Chapter; specifying those areas which are served by Chapter branches (as defined in Section 16), where applicable. All such designated areas shall be considered non-exclusive.

PMI may, at its sole discretion, designate additional Chapters in the territory specified in Attachment A if such action is deemed to be in the best interests of PMI and its members. No such action will be taken until certain steps are followed, including, at a minimum, full,

open communications with all parties and a fair process (including input from any affected Chapter) prior to making a final decision.

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

## **6. Chapter Governing Documents**

The Chapter shall formally adopt governing documents, including, but not limited to, Articles of Incorporation and bylaws (or legally equivalent documents, collectively referred to as “governing documents”), to provide for the administration and regulation of its internal and external affairs. The Chapter may, at its discretion or as may be required by law, have other, additional governing documents. The Chapter must submit all governing documents and amendments to those documents to PMI for approval to ensure consistency with PMI and Chapter policies, prior to final approval and adoption by the Chapter. Upon approval by PMI of such documents, the Chapter may submit the documents for final Chapter membership review and approval. The Chapter shall file current copies of all its governing documents and amendments to those documents with PMI within thirty (30) days of the approval of such documents by the Chapter membership.

Additionally, renewals of this Charter Agreement are subject to satisfactory review and subsequent acceptance by PMI GHQ of Chapter governing documents to ensure that those documents do not conflict with PMI’s Bylaws, policies, practices, procedures, rules, and directives.

Chapter governing documents from non-English speaking nations shall be written in both the native language and English, with the native-language version taking precedence. Chapter must provide PMI with a complete and professional English translation of its governing document (bylaws).

All Chapters are required to abide by the Policy Manual for PMI Chapters developed by PMI. PMI updates the Policy Manual for PMI Chapters on an ongoing basis and such updated versions will become effective upon notice and distribution of such updates to Chapters. A current version of the Policy Manual for PMI Chapters will be maintained in electronic format on the web site designated for use by the leaders of the PMI communities. Notification will be given to Chapter leadership whenever the Manual is updated, modified or amended.

## **7. Chapter Member Services**

Chapters are required to deliver the Catalog of Core Services and Annual Plan as defined by PMI in the Policy Manual for PMI Chapters and report on the delivery of these services on an annual basis through the Charter Renewal Process. Chapters that are not providing all core services at the required level, as specified by PMI, will be placed on probation and expected to define a plan showing progression towards delivering the core services at the

level or above that specified by PMI. PMI will support and partner with Chapters for the delivery of core services. However, PMI may revoke this Charter Agreement for chapters that show a consistent inability to deliver core services. The Chapter may provide optional services to its members, as it deems appropriate, within the scope of its governing documents. However, applicable governmental laws, as well as policies, procedures, practices, rules, and directives established by PMI shall be followed.

#### **8. Chapter Membership**

Membership in the Chapter is voluntary and shall be open to any eligible person interested in furthering the purposes of the Chapter and PMI without regard to race, creed, color, age, sex, marital status, national origin, religion, sexual orientation, or physical or mental disability. Chapter membership shall commence when a PMI member pays dues to be a member of the Chapter. Membership qualifications and categories shall be solely as authorized by PMI, which allows for the category of student memberships. The Chapter shall not accept any individuals as members who have not first been accepted by PMI as members and shall not create its own unique Chapter membership categories. Membership in the Chapter shall terminate when a PMI member resigns membership in PMI or the Chapter; fails to pay PMI or Chapter dues; is removed from membership by the PMI or Chapter Board of Directors for just cause; or membership is otherwise ended consistent with applicable law, and the PMI and Chapter Bylaws and policies.

#### **9. Chapter Use of PMI Membership Information and Data**

Any information pertaining to membership, including, but not limited to, databases, lists, mailing labels and reports, which is provided by PMI to the Chapter, may be used only in connection with the authorized, lawful business of the Chapter, consistent with the terms of this Charter Agreement and all applicable data privacy regulations. 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.

Should the Chapter fall within the scope of a data protection regulation requiring a Data Processing Agreement and/or Model Clauses, Attachment C and Attachment D are incorporated here by reference.

#### **10. Chapter Dues**

Membership dues for the Chapter, when authorized and applicable, shall be established in a manner consistent with the Chapter's governing documents. The Chapter may submit dues changes annually, in accordance with PMI policy. All policies regarding dues, including payments, are included in the Policy Manual for PMI Chapters. PMI shall, at its discretion and where legally permitted, collect Chapter Dues on behalf of the Chapter, along with any applicable indirect taxes on such Chapter Dues, only if so requested by the Chapter, and provided the Chapter has submitted to PMI proof of the Chapter's registration for indirect taxes.

**11. Chapter Taxes**

Chapters shall be solely responsible for registering and paying direct and indirect taxes in the jurisdiction of their incorporation as applicable, and PMI shall not be liable in any manner for the same. Chapters shall provide PMI periodic proof of compliance with the tax laws of its jurisdiction, including payment of direct and indirect taxes, as applicable.

**12. Chapter Officers and Directors**

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

**13. Chapter Election Requirements**

In accordance with PMI policies, practices, procedures, rules and directives, no funds or resources of PMI or the Chapter may be used to support the election of any candidate or group of candidates for PMI, Chapter, or public office. No other type of organized electioneering, communications, fundraising or other organized activity on behalf of a candidate shall be permitted. The Chapter Nominating Committee, or other applicable body designated by the Chapter, will be the sole distributor(s) of all election materials for Chapter elected positions. The Nominating Committee will clearly outline and communicate the conditions under which a member may run for office, eligibility criteria for elected positions, and procedures for nomination and election, in accordance with the Chapter's governing documents and PMI's Policy Manual for PMI Chapters. Current officers with voting rights and potential candidates cannot serve on the Chapter Nominating Committee.

**14. Chapter Fiscal Operations and Insurance Protections**

The Chapter shall be solely and legally responsible for its financial affairs, including, but not limited to, all expenses incurred in the name of the Chapter, and incurred with respect to Chapter activities. The Chapter shall establish and practice sound fiscal policies. The Chapter shall file any and all necessary direct and indirect tax and government reports and/or returns with the appropriate governmental bodies in a timely manner, and shall promptly send copies of all such reports and/or returns to PMI immediately after they are filed.

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.

Neither PMI nor Chapters nor individuals may borrow money from or lend money or real

property to the other entity, or to another PMI Chapter.

**15. Prohibitions Against Personal Benefits and Conflict of Interest Within Chapters**

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

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

The Chapter may engage in contracts or transactions with members, officers or directors of the Board, appointed committee members or authorized representatives of the Chapter and any corporation, partnership, association or other organization in which one or more of the Chapter's directors, officers, appointed committee members or authorized representatives are: directors or officers, have a financial interest in, or are employed by the other organization, provided the following conditions are met:

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

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

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

## **16. Property Interests of the Chapter**

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

## **17. Chapter Affiliate Organizations**

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

A Chapter may, however, deliver services and conduct its business affairs through the organization of a local committee(s) (also known as a “Branch”) that is not independent of the chapter with the prior written permission granted by PMI consistent with the criteria stated in the Attachment B at the end of this agreement.

## **18. Expert Counsel for the Chapter**

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

## **19. Chapter Use of PMI Intellectual Property**

(a). As set forth in the Policy Manual for PMI Chapters, PMI Chapters, its members and representatives shall have limited access to and limited use of certain PMI intellectual property, subject to the conditions set forth in the Policy Manual for PMI Chapters and in compliance with all other PMI policies, procedures, practices, rules, directives, and guidelines that exist as of the time of the use or access by the Chapter (hereinafter “Intellectual Property Policy”) and all applicable laws regarding the use of PMI intellectual property. This limitation on Chapter use and access applies to any PMI trademark, service mark, certification mark, trade name, corporate logo, trade secret, copyrighted material or other intellectual property owned or claimed by PMI. PMI reserves the right in its sole discretion to make changes to its Intellectual Property Policy from time to time, without the prior consent of the Chapter.

(b). PMI Trademarks. PMI is the sole and exclusive owner of numerous trademarks, service marks and certification marks, including but not limited to, the marks “PMI” and “Project Management Institute” (hereinafter the “Subject Marks”). PMI Chapters are hereby granted a limited use, non-exclusive, license to include the Subject Marks in the design of a chapter logo and accompanying trade name for the purpose of identifying and acknowledging the Chapter’s affiliation with PMI.



All proposed chapter logos and trade names shall be submitted to PMI for review and require PMI's prior approval. As the chapter logo and accompanying trade name are comprised principally of the Subject Marks, PMI Chapters may not apply for trademark registration of either the chapter logo or trade name. For the avoidance of doubt, the license granted hereunder shall not impart any rights to the PMI Chapter in and to the chapter logo or trade name by PMI, nor shall it in any way be construed so as to constitute a relinquishment or assignment of PMI's valuable and proprietary rights in the Chapter Logo, Chapter Trade Name and Subject Marks, all of which are hereby expressly reserved. Additionally, any PMI trademarks referenced by the Chapter must be used in accordance with the Visual Identity Guidelines set forth in the Policy Manual for PMI Chapters, as well as all other applicable PMI policies. Additionally, the Chapter shall not register or attempt to register any trademark without the prior written consent of PMI.

In recognition of the aforementioned licenses granted herein by PMI, the Chapter hereby irrevocably assigns and transfers all right, title, and interest in and to the design element of Chapter's logo to PMI in perpetuity. The Chapter warrants and represents that it possesses, or will obtain, all rights necessary to effectuate this assignment and transfer. In the event the Chapter utilizes a third party to assist in the creation of the design element of the Chapter logo, the Chapter will execute a work-for-hire agreement with such third-party documenting ownership of the design element by either PMI, the Chapter, or both.

(c). PMI Copyrighted Material. PMI grants the Chapter a limited license to use certain PMI copyrighted, published material as set forth in the Policy Manual for PMI Chapters. PMI also provides certain copyrighted PMI business information to Chapters, such as PMI member lists, for internal Chapter use only. For uses outside those authorized in the Policy Manual for PMI Chapters and/or this Charter Agreement, Chapters must submit a permission request to PMI.

(d). Upon the termination or expiration of this Charter Agreement, the Chapter must cease use of all PMI intellectual property, including but not limited to PMI's name, trademarks, publications and other copyrighted material, and PMI membership information and data, and shall return to PMI any proprietary information in its possession, or alternatively at PMI's request, shall destroy such information. This prohibition of use after termination/expiration also includes any Chapter name or trademark previously approved by PMI that contains a PMI name, logo, or other trademark.

## **20. Prohibition Against Chapter Contracts Binding PMI**

The Chapter shall not enter into any contractual obligation or other agreement that directly or indirectly purports or seeks to bind PMI, financially or otherwise, unless specifically authorized by the PMI President and CEO in writing prior to the execution of the contract or entry into the agreement. Chapters are prohibited from engaging in any activity or taking any action that causes PMI to be legally or financially bound to any agreement or other relationship. The Chapter shall not act on behalf of PMI beyond the limits of this Charter Agreement. Any commercial contracts and business arrangements entered into on behalf

of a PMI Chapter where the financial obligation of the Chapter is greater than or equal to \$10,000 (USD) shall specifically state that PMI is not a party to the contract, agreement or other arrangement, and that no party to such agreement or arrangement is authorized or designated by PMI to act on behalf of PMI.

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

## **21. Chapter Cooperative Agreements with Non-PMI Entities**

Consistent with the terms of this Charter Agreement and PMI policy, the Chapter may form authorized relationships with other organizations, corporations, associations, and similar entities to establish a basis for mutual activities and exchanges of information related to the field and practice of project management. Such relationships shall be consistent with guidelines established by PMI and with all terms and provisions of this Charter Agreement, particularly with regard to Sections 3, 4, 7, 8, 15, 19, 20, and 26. Further, agreements shall not result in a controlling interest by the non-PMI organization, corporation, association or similar entities.

Prior to its acceptance and execution of a cooperative agreement or other formal relationship with a non-PMI entity, the Chapter is required to employ a fair process for full and open exchange and communication with PMI related to agreements they are negotiating with non-PMI entities. During such a process, the Chapter should inform PMI of the terms and conditions of such agreement or relationship to ensure that the proposed relationship is consistent with PMI policies and upon execution of an agreement shall provide PMI with a complete copy of all documents which state the terms and conditions of the relationship.

## **22. Chapter Charter Renewal, Annual Plan, Catalog of Core Services and Financial Documentation**

This Charter Agreement shall renew and remain in force and effect each year following receipt and acceptance by PMI GHQ of required documentation, demonstrating that the Chapter has satisfied the minimum standard Chapter performance criteria established by PMI. Those criteria shall, at a minimum, include submitting evidence to PMI annually demonstrating that the Chapter has maintained its incorporated/registered status and has complied with applicable national, federal, state, provincial and other jurisdictional laws and regulations, including, but not limited to, tax and other governmental filings. Such standard performance criteria and documentation, which may be amended by PMI from time to time, will be published annually by PMI GHQ and communicated to the Chapter. Although the provision of core services to a stated minimum level is a requirement of PMI for all Chapters, in the event a chapter is not providing the minimum level of core services PMI will not withhold a Chapter's Charter Renewal as long as a plan is put forward by the Chapter for the introduction of the required level of core services over a defined period that is acceptable to PMI.

**23. Termination**

PMI GHQ shall have the authority to terminate this Charter Agreement upon the determination that the Chapter is no longer a viable entity; that the Chapter is unable or unwilling to comply with the Charter Renewal process; that the Chapter is not delivering value to the membership; or that such an action is in the best interests of PMI and in accordance with applicable PMI policies. Similarly, the Chapter shall have the authority to terminate this Charter Agreement by communicating its decision to do so in writing to the PMI President and CEO.

In PMI's sole discretion, rather than immediately terminating the Charter Agreement, PMI may choose to place a Chapter on probationary status for a specified period. During such time the Chapter must take corrective action to remedy the violation or other reason for placing the Chapter on probation. PMI may suspend support services and benefits to a chapter during the probation period, which may include disbursement of dues collected by PMI on behalf of the chapter, eligibility for chapter leadership to attend PMI Leadership Institute events, promotion of the chapter through PMI publications and PMI Marketplace, and PDU eligibility for chapter events. If not remedied, PMI shall terminate the Charter at the conclusion of the probationary period.

As noted in Section 19(d), upon the termination or expiration of this Charter Agreement, Chapter must cease use of all PMI intellectual property, including but not limited to PMI's name, trademarks, publications and other copyrighted material, and PMI membership information and data, and shall return to PMI any proprietary information in its possession, or alternatively at PMI's request, shall destroy such information. This prohibition of use after termination/expiration also includes any Chapter name or trademark previously approved by PMI that contains a PMI name, logo, or other trademark.

**24. Severability of Terms**

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

**25. Dissolution of the Chapter**

If the Chapter or its corporate entity is dissolved, terminated, or otherwise required to end its existence for any reason, its assets shall, after payment of all just debts, be disposed of in a manner prescribed in the Chapter's governing documents, and consistent with applicable law. Assets cannot be disbursed to chapter members, board members or officers.

**26. Confidential Information**

The Chapter shall, during the term of this agreement, maintain the confidentiality of any and all of PMI's confidential, sensitive or proprietary information or data (collectively, "confidential information"). Information or data deemed confidential shall include membership lists, financial information and any other material specifically marked as

confidential. Such confidential information shall always remain the property of PMI and shall be deemed to be furnished to the Chapter in confidence and solely in connection with the Chapter's obligation under this Charter Agreement. In like manner, PMI shall maintain the confidentiality of any and all of the Chapter's confidential, sensitive or proprietary information or data that is specifically marked as confidential and agrees that such confidential information shall at all times remain the property of the Chapter. Each party may use the confidential, sensitive or proprietary information or data furnished by the other for legitimate, nonprofit Chapter and PMI purposes.

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

#### **27. Chapter Indemnification of PMI**

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

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

#### **28. Agreement Dispute Resolution**

For all disputes between PMI and a Chapter (or Chapters) relating to the interpretation of, or otherwise arising from the terms of, this Charter Agreement, the parties agree to work in good faith toward reaching such a mutually acceptable resolution. If no mutually acceptable resolution is achieved, then the dispute will be submitted to a neutral third-party arbitrator agreed upon by the parties.

Disputes between PMI and a Chapter (or Chapters) involving Chapters based in the United States or Canada shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The place of the arbitration shall be Philadelphia, Pennsylvania, USA. The law of the Commonwealth of Pennsylvania of the United States of America shall govern the arbitration, including its conflict of laws rules.

Disputes between PMI and a Chapter (or Chapters) involving Chapters based outside of the

United States or Canada shall be settled by arbitration administered by the International Chamber of Commerce under its rules and procedures. The place of the arbitration shall be Philadelphia, Pennsylvania, USA. The law of the Commonwealth of Pennsylvania of the United States of America shall govern the arbitration, including its conflict of laws rules. The arbitration and any award rendered thereto shall be in the English language and shall be deemed to be an international arbitration and an international arbitration award.

### **29. Controlling Law**

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

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

### **30. Integration and Modification**

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

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

### **31. Waiver**

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

### **32. Successors and Assigns**

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

### **33. Survival of Terms**

The terms contained in this Agreement shall survive the expiration or termination of this Agreement.

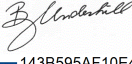
Latest revision on January 22, 2021

**Execution**

The Chapter shall be named as follows:

**PMI Japan Chapter**

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

DocuSigned by:  
  
143B595AF10E42A...

3/22/2021

\_\_\_\_\_  
(Signature)  
*Brantlee Underhill*  
PMI Director, Global Chapters

\_\_\_\_\_  
(Date)

DocuSigned by:  
**Aritoshi Katae**  
538EBB0301084F8...

3/22/2021

\_\_\_\_\_  
(Signature)  
Chapter President

\_\_\_\_\_  
(Date)

Aritoshi Katae

\_\_\_\_\_  
Print Chapter President Name

**ATTACHMENT A – CHAPTER TERRITORY**

**Country:** Japan

**State:** \_\_\_\_\_

**City:** \_\_\_\_\_

**Zip Code(s):** \_\_\_\_\_



## **ATTACHMENT B – BRANCH AUTHORIZATION**

The Chapter agrees to abide by the following criteria in establishing and supporting a Branch Structure:

- A Branch is not a separate legal entity from the chapter but is to be operated as a committee of the Chapter. There will be no charter “agreement,” such as the one PMI has with the Chapter, between the Chapter and the Branch, as the branch is not a legal entity that can enter into an agreement. The Chapter is advised to outline its relationship and reporting with the Branch in its Chapter bylaws or in a committee charter, approved by the Chapter’s governing body.
- The Branch will not create its own logo. It will use the logo of the PMI Chapter and can use the tagline “PMI ABC Chapter Branch.”
- If elections are used to select the leaders of the Branch, then all Chapter Members in good standing are eligible to vote in any Branch election.
- The Branch is subject to financial oversight and accountability of the Chapter. All bank accounts and funding for the branch operations must be sponsored by and maintained under the control of the Chapter. While signing authority, where appropriate, may include Branch Members, the accounts must be under the control of the Chapter.

## **ATTACHMENT C – DATA PROTECTION RIDER**

In this Agreement the following expressions have the following meanings:

**“Controller”** has the meaning given to it in the GDPR.

**“Data Protection Authority”** means a Supervisory Authority, as that term is defined in the GDPR.

**“Data Protection Impact Assessment”** means a data protection impact assessment, as described in Article 35 of the GDPR.

**“Data Protection Laws”** means: (a) the GDPR, Directive 95/46/EC, Directive 2002/58/EC and Directive 2009/136/EC, together with any national implementing laws in any Member State of the European Union; and (b) any equivalent legislation, or legislation dealing with the same subject matter, anywhere in the world; each as applicable to any Group Company and each as amended, consolidated or replaced from time to time.

**“Data Subject”** has the meaning given to it in the GDPR.

**“GDPR”** means Regulation (EU) 2016/679, as amended, consolidated or replaced from time to time.

**“Personal Data”** has the meaning given to it in the GDPR.

**“Personal Data Breach”** has the meaning given to it in the GDPR.

**“Personnel”** means any current, former or prospective employee, consultant, temporary worker, intern, other non-permanent employee, contractor, secondee or other personnel.

**“Process”, “Processing” or “Processed”** has the meaning given to it in the GDPR.

**“Processor”** has the meaning given to it in the GDPR.

**“Purposes”** means contacting individuals on PMI’s behalf, with the aim of encouraging those individuals to purchase or renew PMI Chapter memberships.

**“Relevant Personal Data”** means Personal Data that are Processed for the Purposes.

**“Subprocessor”** means any party engaged by the Chapter to Process Relevant Personal Data.

## 1. Processing of Relevant Personal Data

1.1 With respect to the Processing of Relevant Personal Data, the Chapter shall, and shall procure that each of its Personnel, agents and Subprocessors shall:

- (a) from the Effective Date up to and including 24 May 2018 (the “**Pre-GDPR Period**”) comply with all Data Protection Laws, to the extent applicable (noting that the GDPR is not applicable during the Pre-GDPR Period); and
- (b) from 25 May 2018 onward (the “**GDPR Period**”), comply with all Data Protection Laws, to the extent applicable.

1.2 The Chapter shall implement appropriate technical and organisational measures in order to ensure that its Processing activities will meet the requirements of applicable Data Protection Laws.

1.3 The Parties hereby acknowledge and agree that PMI is a Controller and the Chapter is a Processor with respect to the Processing of Relevant Personal Data. In addition to, and notwithstanding, any other right or obligation arising under this Agreement, the Chapter shall, in relation to such Processing:

- (a) only carry out such Processing strictly and solely: (i) as necessary in connection with the Purposes; and (ii) in accordance with the documented instructions received from PMI from time to time;
- (b) implement appropriate technical and organisational security measures to protect against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Relevant Personal Data for which it is a Processor under this Agreement; and
- (c) comply with the documented instructions or directions of PMI given from time to time in connection with the Processing of Relevant Personal Data, and the requirements of any Data Protection Laws. If at any point, the Chapter becomes legally unable to comply with PMI's instructions regarding the Processing of Relevant Personal Data (whether as a result of a change in Applicable Law, or a change in PMI's instructions), the Chapter shall promptly:
  - (i) notify PMI of such inability, providing a reasonable level of detail as to the instructions with which it cannot comply and the reasons why it cannot comply, to the greatest extent permitted by Applicable Law; and
  - (ii) cease all Processing of the affected Relevant Personal Data (other than merely storing and maintaining the security of the affected

Relevant Personal Data) until such time as PMI issues new instructions with which the Chapter is able to comply.

- 1.4 During the GDPR Period, the Parties shall continue to abide by the obligations set out in Clause 1.3 above. In addition, during the GDPR Period, the Chapter, and where applicable the Chapter's representative, shall, in relation to the Processing of Relevant Personal Data:
- (a) (i) create; (ii) keep up-to-date for the duration of the Processing; and (iii) maintain for six (6) years thereafter; complete and accurate records in writing (including in electronic form) of its Processing activities, including all categories of its Processing activities, in relation to Relevant Personal Data, and disclose such records to PMI, or any Data Protection Authority, promptly upon demand;
  - (b) (i) ensure Relevant Personal Data are kept confidential; (ii) take all reasonable steps to ensure the reliability and trustworthiness of the Chapter's Personnel and any Subprocessors, and (iii) ensure that all relevant Chapter Personnel, and any relevant Subprocessors, have committed themselves to ensuring the confidentiality of all Relevant Personal Data that they Process;
  - (c) ensure that, in each instance in which it engages a Subprocessor to Process any Relevant Personal Data, it shall: (i) only appoint such Subprocessor in accordance with the prior written authorisation of PMI (such authorisation not to be unreasonably withheld, conditioned or delayed); (ii) keep PMI informed if there is any change to the role or status of the Subprocessor; and (iii) enter into a binding written agreement with the Subprocessor that imposes on the Subprocessor the same obligations that apply to the Chapter under this Agreement with respect to the Processing of Relevant Personal Data ;
  - (d) at PMI's request and expense, promptly provide PMI with all reasonable technical and organisational assistance necessary to respond appropriately to requests from Data Subjects to exercise their rights;
  - (e) at PMI's request and expense, promptly provide PMI with all reasonable assistance necessary to enable PMI to: (i) notify relevant breaches of the GDPR to the relevant Data Protection Authorities and/or affected Data Subjects; (ii) conduct Data Protection Impact Assessments; and (iii) obtain any necessary authorisations from Data Protection Authorities ;
  - (f) (i) permanently and securely delete (or, at the election of PMI, return) all Relevant Personal Data in the possession or control of the Chapter or any of its Subprocessors, within thirty (30) days after the end of the Term of the

Charter Agreement, unless the Applicable Law of the European Union or an EU Member State requires otherwise; and (ii) procure that its Subprocessors shall do likewise;

- (g) at PMI's request and expense: (i) promptly provide PMI with all information necessary to enable PMI to demonstrate compliance with its obligations under the GDPR, to the extent that the Chapter is able to provide such information; and (ii) allow for and contribute to audits, including inspections, conducted by PMI or an auditor appointed by PMI; and
- (h) notify PMI promptly, and in any event within 24 (twenty-four) hours, of: (i) becoming aware of any Personal Data Breach affecting Relevant Personal Data; (ii) becoming aware of any material breach of this Clause; or (iii) receipt of any correspondence or communication from any Data Subject, Data Protection Authority or third party regarding the Processing of Relevant Personal Data.

1.5 The Chapter shall not, whether through action or omission, place PMI in breach of any Data Protection Laws.

1.6 The Chapter shall remain primarily liable and responsible for the acts and omissions of its Personnel, agents and Subprocessors. All breaches of this Clause by the Chapter's Personnel, agents or Subprocessors shall be deemed to be acts of the Chapter. Nothing in this Agreement shall relieve the Chapter of any liability for the acts or omissions of any of any Chapter Personnel in relation to any Relevant Personal Data.

**ATTACHMENT D – STANDARD CONTRACTUAL CLAUSES FOR THE TRANSFER OF PERSONAL DATA FROM THE COMMUNITY TO THIRD COUNTRIES (CONTROLLER TO CONTROLLER TRANSFERS)**

Data transfer agreement

between

**Chapter**

hereinafter “data exporter”

and

**Project Management Institute, Inc.**, 14 Campus Boulevard, Newtown Square, PA 19073-3299, USA

hereinafter “data importer”

each a “party”; together “the parties”.

**Definitions**

For the purposes of the clauses:

- a) “personal data”, “special categories of data/sensitive data”, “process/processing”, “controller”, “processor”, “data subject” and “supervisory authority/authority” shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby “the authority” shall mean the competent data protection authority in the territory in which the data exporter is established);
- b) “the data exporter” shall mean the controller who transfers the personal data;
- c) “the data importer” shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country’s system ensuring adequate protection;
- d) “clauses” shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

## **I. Obligations of the data exporter**

The data exporter warrants and undertakes that:

- a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.
- c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
- d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.
- e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

## **II. Obligations of the data importer**

The data importer warrants and undertakes that:

- a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.

- c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.
- d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
- e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).
- f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).
- g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.
- h) It will process the personal data, at its option, in accordance with the data processing principles set forth in Annex A.
- i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and
  - i. the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
  - ii. the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or
  - iii. data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the



fact that the countries to which data is exported may have different data protection standards, or

- iv. with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

### **III. Liability and third party rights**

- a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.
- b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

### **IV. Law applicable to the clauses**

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

### **V. Resolution of disputes with data subjects or the authority**

- a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other

electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

- c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

## **VI. Termination**

- a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.
- b) In the event that:
- i. the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);
  - ii. compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
  - iii. the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
  - iv. a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or
  - v. a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

- c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and

processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.

- d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

**VII. Variation of these clauses**

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

**VIII. Description of the Transfer**

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

## ANNEX A

### DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.

6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.
7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to “opt-out” from having his data used for such purposes.
8. Automated decisions: For purposes hereof “automated decision” shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:
  - a)
    - i. such decisions are made by the data importer in entering into or performing a contract with the data subject, and
    - ii. the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.
  - or
  - b) where otherwise provided by the law of the data exporter.

## ANNEX B

### DESCRIPTION OF THE TRANSFER

#### **Data Subjects:**

The Personal Data transferred concern the following categories of Data Subjects:

Category One: Individual customers and individual employees of corporate customers

Category Two: individuals who are members of PMI's Chapters located in the EU ("**Chapter Members**")

#### **Purpose of the transfer:**

The transfer is made for the following purposes:

Category One: Business administration; sales; payment processing; marketing, advertising and promotional activities; customer support; customer relationship management; budgeting and planning; managing contact directories; business operations including processing and fulfilment of customer orders; protecting against, identifying and preventing fraud and other unlawful activity, claims and other liabilities; customer satisfaction monitoring; and compliance with legal requirements.

Category Two: Administration of the Chapter membership relationship; business administration; sales; payment processing; marketing, advertising and promotional activities; Chapter Member support; Chapter Member relationship management; budgeting and planning; managing contact directories; business operations including processing and fulfilment of orders from Chapter Members; protecting against, identifying and preventing fraud and other unlawful activity, claims and other liabilities; customer satisfaction monitoring; and compliance with legal requirements.

#### **Categories of data:**

The Personal Data transferred concern the following categories of data:

Category One: Given name(s); gender; title; contact information (including address and other contact information including personal telephone numbers and email addresses); job title and role / function; purchase history; website login details; shipping information; and billing information.

Category Two: Chapter membership information; membership status; dates of membership; payment details relating to membership fees; given name(s); gender; title; contact information (including business address and other contact information including personal telephone numbers and email addresses); job title and role / function; and delivery information.

**Recipients:**

The Personal Data transferred may be disclosed only to the following recipients or categories of recipients:

Category One: Appropriate PMI personnel, including representatives of the Sales, Business Administration, Law, IT, Finance, Corporate Audit and Compliance & Integrity departments and managers; human resources representatives; third party service providers engaged, subject to appropriate contractual protections for any personal data disclosed; public authorities or other third parties as required under applicable law.

Category Two: Appropriate PMI personnel, including representatives of the Sales, Purchasing, Business Administration, Law, IT, Finance, Corporate Audit and Compliance & Integrity departments and managers; human resources representatives; third party service providers engaged, subject to appropriate contractual protections for any personal data disclosed; public authorities or other third parties as required under applicable law.

**Sensitive Data:**

Subject to applicable law, the data exporters may transfer to the Data Importer certain sensitive categories of data relating to current and former employees for Human Resources management purposes. These data may include health-related information and trade union membership of employees.

**Data protection registration information of Data Exporter:**

The data exporters have registered and/or will register their data Processing operations as required by law.

**Additional useful information** (storage limits and other relevant information):

The PMI has a Data Retention Procedure pursuant to which PMI's companies retain electronic and paper business records, including Personal Data in these records, for defined periods of time. PMI's companies dispose of business records in accordance with the PMI

Data Retention Procedure. Notwithstanding the foregoing, PMI's companies may retain certain business records for greater or lesser periods of time than those provided in the PMI Data Retention Procedure, to the extent required by applicable law.