

Charter Agreement Between PMI, Inc.
and
PMI Eastern Idaho 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 XIII 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 which verifies that the Chapter is incorporated/registered as a legal entity), and its other current governing documents must be submitted to PMI Global Operations Center (GOC) 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 which is deemed sufficient by the PMI President and Chief Executive Officer (CEO) in his sole discretion. If the Chapter's governmental registration documents are renewed or changed, a draft of such documents shall be sent to PMI for approval prior to filing, and after filing 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, as the parent organization of all PMI Chartered Chapters, agrees to perform the following functions:

- A. develop and approve governing policies and criteria from time to time which control and regulate PMI and the establishment and continued operation of all Chapters;
- B. process memberships of PMI members who also join Chapters; collect dues on behalf of Chapters and disburse those dues 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, procedures, rules and directives which affect Chapters;
- D. provide discretionary programs which 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 & CEO prior to any such activity and the PMI President & CEO will determine the appropriateness and grant or deny the request to engage in such activities in her/her sole discretion. The PMI President & 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 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.

The Chapter shall conduct all of its affairs and activities in its chartered and legally incorporated name only, and shall not represent itself, directly or indirectly, as being PMI. 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 & 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 a Registered Education Provider (REP), unless the Chapter has satisfied (and continues to satisfy on an ongoing basis) the requirements of the REP Program and has been accepted into such program by PMI's Accreditation Department. Please review Section VIII.F "Educational Activity Policies for PMI Chapters" in the Chapter Policy Manual which details the process for Chapters who want to become REPs.

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 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 other Chapters in the territory designated in Attachment A if such action is deemed to be in the best interests of PMI and its members. No such action will be taken until certain actions, which shall include, as a minimum, full, open communications with all parties and a fair process (including input from any affected 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 (or legally equivalent documents) and bylaws, 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 of 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 GOC

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 English language version taking precedence.

All Chapters are required to abide by the Chapter Policy Manual developed by PMI. PMI updates the Chapter Policy Manual 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 Chapter Policy Manual 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 core services as defined by PMI in the Chapter Policy Manual 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 extended 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. 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 & CEO. The Chapter shall abide by all other policies and guidelines established by PMI related to the use and protection of PMI membership data.

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 Chapter Policy Manual.

11. 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 Chapter Policy Manual, and rules; the Chapters own policies; and applicable law.

12. 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, fund-raising 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, PMI's a Chapter Policy Manual.

13. 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 tax and government reports with the appropriate governmental bodies, and shall send copies of all such reports to PMI in a timely manner.

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, may borrow money from or lend money or real property to the other entity, or another PMI Chapter.

14. 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 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.

15. 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.

16. 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.

17. 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.

18. Chapter Use of PMI Intellectual Property

(a). As set forth in the Chapter Policy Manual, PMI Chapters shall have limited access to, and limited use of certain PMI intellectual property subject to the conditions set forth in the Chapter Policy Manual and compliance with all other PMI policies, procedures, practices, rules, directives, and guidelines which 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 usage guidelines set forth in the Chapter Policy Manual, as well as all other applicable PMI policies. Additionally, 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, 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. Chapter warrants and represents that it possesses, or will obtain, all rights necessary to effectuate this assignment and transfer. In the event Chapter utilizes a third party to assist in the creation of the design element of the Chapter logo, 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 Chapter a limited license to use certain PMI copyrighted, published material as set forth in the Chapter Policy Manual. PMI also provides certain copyrighted PMI business information to Chapters, such as PMI member lists, for the internal Chapter use only. For uses outside those authorized in the Chapter Policy Manual and/or this Agreement, Chapters must submit a permission request to PMI via email to permissions@pmi.org.

(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 which contains a PMI name, logo, or other trademark.

19. Prohibition Against Chapter Contracts Binding PMI

The Chapter shall not enter into any contractual obligation or other agreement which directly or indirectly purports or seeks to bind PMI, financially or otherwise, unless specifically authorized by the PMI 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 which 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.

20. 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, 13, 18, 19, and 24. Further, agreements shall not result in a controlling interest by the non-PMI organization, corporation, association or similar entities.

Prior to its acceptance and execution of a cooperative agreement or other formal relationship with a non-PMI entity, the 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.

21. Chapter Charter Renewal

This Charter Agreement shall renew and remain in force and effect each year following receipt and acceptance by PMI GOC 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 GOC 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 Chapters 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.

22. Termination

PMI GOC 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; 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 & 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 18(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 which contains a PMI name, logo, or other trademark.

23. 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.

24. 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.

25. 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 at all times 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 which 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.

26. 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.

27. Agreement Dispute Resolution

For all disputes between PMI and a Chapter(s) 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(s) 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(s) 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.

For disputes between Chapters and/or Chapter members which do not involve PMI, Chapters agree to submit such disputes for resolution through the PMI Conflict Resolution and Mediation Program, so as to effectuate a fair and efficient method to resolve internal disputes. The parties agree that this Program shall be the sole method for resolution of such disputes unless PMI consents to resolution outside the Program or enforcement of such requirements is prohibited by law.

28. 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.

29. 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.

30. 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.

31. 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.

32. Survival of Terms

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

Execution

The Chapter shall be named as follows:

PMI Eastern Idaho Chapter

Chapter Name

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:

Lisa Harvego

(Signature)

Chapter President/Chair

Lisa Harvego

Print Name

10/11/2011

(Date)

Mark A. Langley

(Signature)

Mark A. Langley

President and Chief Executive Officer

September 16, 2011

(Date)

ATTACHMENT A – CHAPTER TERRITORY

United States 832 - 834

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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.