

## DAMA International—Affiliated Chapter Agreement

This Affiliated Chapter Agreement (“Agreement”) is by and between Data Management Association International, Inc. (“DAMA-I”) with an address at 2512 E Evergreen Blvd, Suite 1023, Vancouver, WA 98661-4323 in the United States of America and:

Legal/Registered Name of Chapter: \_\_\_\_\_

Trade Name (if different than above): \_\_\_\_\_

Chapter Country and City: \_\_\_\_\_

Chapter Postal Address: \_\_\_\_\_

\_\_\_\_\_

(“Chapter,” “Forming Chapter” or “Affiliated Chapter”) and is effective as of the date on which both parties have executed this Agreement (“Effective Date”). Collectively, DAMA-I and Chapter may be referred to as the “Parties,” and individually each as a “Party.”

**WHEREAS**, DAMA-I is a not-for-profit, vendor-independent, global association of technical and business professionals dedicated to advancing the concepts and practices of information and Data Management.

**WHEREAS**, DAMA-I has an interest in promoting the highest professional standards, providing useful resources and information in its field, supporting Data Management practitioners, and protecting its intellectual property.

**WHEREAS**, Chapter is an independent, not-for-profit organization that shares DAMA-I’s values and principles and wishes to become (or continue its status as) an affiliated chapter of DAMA-I, and DAMA-I has agreed that Chapter is qualified as an affiliated chapter.

**WHEREAS**, the Parties share mutual interests in the promotion of education in Data Management and the fostering of networking opportunities for Data Management professionals.

**THEREFORE**, in exchange for the promises made in this Agreement, and other good and valuable consideration, the sufficiency of which are acknowledged, the Parties agree that these recitals and definitions are incorporated into the Agreement and also as follows:

### I. Affiliated Chapter Formation and Approval Process

- a. Forming Chapters & Formation Process. Once DAMA-I determines in its sole discretion that a prospective chapter has fulfilled the forming chapter requirements, DAMA-I will approve such status as a forming chapter (thereafter, a “Forming Chapter”). All Forming Chapters must sign the Forming Chapter Letter of Intent in the form provided by DAMA-I.
- b. Affiliation Process. Once DAMA-I determines that a Forming Chapter candidate has fulfilled the requirements to become a forming chapter, DAMA-I will countersign the Letter of Intent and the Forming Chapter may begin the affiliation process outlined below.



- i. **Establishment of Legal Entity.** The Chapter must legally form an independent corporate entity with its own Board of Directors and register the entity with the appropriate government agency under the applicable laws of its jurisdiction. For the sake of clarity, it is not acceptable to form an unincorporated association. If available under the applicable laws of its jurisdiction, Chapter will be organized as a not-for-profit entity and obtain an official letter or certification form from the relevant government agency confirming formation of the not-for-profit entity. Each Chapter, regardless of whether it is organized as a not-for-profit entity, must include the following language in its organizing documents prohibiting any individuals from receiving any financial benefit from their participation in the governance of the Chapter (other than reasonable compensation for services approved by the Board of Directors) and prohibiting participation in political campaigns:

*No part of the assets or net earnings of the organization shall inure to the benefit of, or be distributable to, any director or officer of the organization or any private individual (except that reasonable compensation may be paid for services rendered to or for the organization affecting one or more of its purposes and benefits may be conferred that are in conformity with said purposes), and no director or officer of the organization or any private individual shall be entitled to share in the distribution of any of the assets on dissolution of the organization. No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation. The organization shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.*

- ii. **By-Laws & Formation Procedures.** In conjunction with the establishment of the legal entity, the Chapter must draft its bylaws, separate from the DAMA-I bylaws but subject to its approval, which will dictate the chapter's rules of operation, governance structure and roles, and processes for such things as dissolution, removal of board members, and the like. Before finalizing its bylaws, the Chapter will submit draft bylaws to DAMA-I, and DAMA-I may request revisions to such bylaws at its sole discretion. In addition, the Chapter will convene any organizational meetings required by the bylaws and/or local laws of its jurisdiction.
- iii. **Tax ID.** The Chapter must obtain a tax identification number from the governing taxing authority of its jurisdiction.
- iv. **Additional Founding Members.** The Chapter may add founding members during the affiliation process, but any such added founding members must also sign and comply with the then-current DAMA-I Code of Ethics and Conflict of Interest policies and adhere to the same prohibition against any two



founding members being employed by, or otherwise professionally engaged or associated with, the same company or organization.

- v. *Execution of Affiliated Chapter Agreement.* The Chapter's duly elected President must sign this Agreement.
- vi. *Submission to DAMA-I.* The Chapter must submit the evidence of its completion of the previous outlined requirements to DAMA-I and once DAMA-I reviews and approves the Forming Chapter's materials and status, the Forming Chapter will receive the Affiliated Chapter Agreement, countersigned by DAMA-I, and may begin operating as an affiliated chapter ("Affiliated Chapter").

## II. Affiliated Chapter Obligations

- a. Annual Affiliation Fee. Within thirty (30) days of executing this Agreement and annually thereafter on the first day of July, Chapter will pay DAMA-I the then-current Annual Affiliation Fee (the amount due upon execution of this Agreement will be pro-rated). Such payments shall be made in accordance with any written instructions from DAMA-I regarding the form and/or how to submit such payments. The Board of Directors of DAMA-I may vote to increase the Annual Affiliation Fee in accordance with DAMA-I's bylaws.
- b. Compliance with Bylaws, DAMA-I Policies and Applicable Law. At all times, the Chapter must operate in accordance with its bylaws and governing documents, applicable DAMA-I bylaws, the DAMA-I Code of Ethics and Conflict of Interest Policies, and all applicable federal, state and local laws, rules, and regulations, including without limitation, privacy, anti-bribery and anti-corruption laws (collectively, "Applicable Law").
- c. Maintenance of Good Standing. During the Term of this Agreement, Chapter must at all times remain in good standing with the legal requirements of Chapter's authorizing jurisdiction by submitting any fees, reports, paperwork, or renewals required by the same. If there is a change, or a threatened change, to Chapter's good-standing status, Chapter will notify DAMA-I immediately.
- d. Online Presence Web Page. Chapter's online presence web page must, at a minimum, include each of the following:
  - i. Chapter's bylaws;
  - ii. Names and Chapter contact information for all members of the Chapter's Board of Directors;
  - iii. Consistent site-wide inclusion and use of the qualifying identifier "Affiliated Chapter of DAMA International;" and
  - iv. If information is posted related to the process by which members become CDMP certified (or any other DAMA-I certification or program), such information must be accurate and consistent with information posted on

**Commented [CG1]:** Do you need to have a definition of webpage? Online presence?



DAMA-I's website or received by Chapter in a written communication from DAMA-I.

~~The In-addition to its web page,~~ Chapter must establish and maintain an active online presence on networking and social media platforms during the Term of this Agreement.

- e. Chapter's Board of Directors. At any given time, the Chapter's Board of Directors may not include ~~a majority of voting members more than two directors~~ employed by ~~or representatives or agents of,~~ or otherwise professionally engaged or associated with, the same company or organization ~~as any other Chapter director.~~ Each year no later than the first day of July and any time there are any changes to the members of Chapter's Board of Directors (by retirement, resignation, election, replacement or otherwise), Chapter will provide a complete list of Chapter's Board of Directors including the name, term of office, email address, phone number, and postal address for each director to DAMA-I. In addition to the list referenced in the immediately preceding sentence, if the contact information for an individual Chapter board member changes or needs updating for any reason, Chapter will ensure that such board member timely submits such changes or updates through the online form on the DAMA-I web site at <https://www.dama.org/cpages/chapter-contacts-form>. To be in good standing, DAMA-I must have a complete and current list of Chapter's board members at all times during the Term of this Agreement. Failure of Chapter to provide timely updates to DAMA-I of the Chapter's board members and contact information will be deemed a material breach of this Agreement and may result in termination and/or disaffiliation. Upon their election, all members of the Chapter's Board of Directors must sign and submit to DAMA-I (via email to [chapters@dama.org](mailto:chapters@dama.org)) the then-current DAMA-I Code of Ethics and Conflict of Interest policies. If there is a material revision by DAMA-I to either the Code of Ethics or Conflict of Interest policies, DAMA-I may require, at its sole discretion, Chapter board members to sign and submit updated versions of such policies.
- f. Active Members. Each year no later than the first day of July, Chapter will submit to DAMA-I (via email to [chapters@dama.org](mailto:chapters@dama.org), or as otherwise instructed in writing by DAMA-I) information regarding the types of memberships offered by Chapter, the dues required for each type (if any), and the total current number of Chapter's active members for each type of membership.
- g. Active Status. During the Term, Chapter must maintain continuous active operations. "Active" operations require holding regular meetings, hosting events, and actively participating in DAMA-I elections or other activities for which Chapter is eligible. Chapter's failure to remain Active may result in DAMA-I deeming the Chapter Dormant pursuant to this Agreement.
- h. Chapter Logo. Chapter may develop a unique logo, but only if such logo complies with any written DAMA-I policies or rules for usage and form of logos and trademarks and is approved in writing by DAMA-I prior to its first use. To the extent that Chapter's logo incorporates the intellectual property of DAMA-I, such intellectual property will remain the sole property of DAMA-I and is subject to the limited license granted to Chapter in this Agreement.

Commented [CG2]: What does this mean?

Commented [CG3R2]: Fixed



- i. Other Chapters. Chapter may not enter into written agreements with any other DAMA-I chapters without the prior written consent of the DAMA-I Board of Directors.
- j. DAMA-I Logos. Chapters may only use DAMA-I logos and trademarks in compliance with any written DAMA-I policies or rules for the usage and form of logos and trademarks and only if such usage is approved in writing by DAMA-I prior to its first use.

**Commented [CG4]:** Is this too vague? What problem are they solving? Need to adopt a policy that gives authority for some agreements without specific consent

**Commented [CG5R4]:** No change needed in the agreement itself.

### III. Chapter Benefits

- a. Presidents' Council Meetings. After approval, the President of Affiliated Chapters (or the President's designee if the President is unable to attend) may attend monthly DAMA-I Presidents' Council Meetings.
- b. Listing on DAMA-I Web Site. DAMA-I will include Chapter in its directory of affiliated chapters published on its website. The website listing may include, without limitation, Chapter's name and a direct link to Chapter's online presence website. If any of Chapter's information included in the DAMA-I online directory includes an error or is no longer valid, Chapter will request any updates or corrections by sending DAMA-I a written request detailing such updates or corrections, and DAMA-I will have at least thirty (30) calendar days after receipt of such written request to publish any such updates or corrections.
- c. Speakers' Roster. Affiliated Chapters will have access to DAMA-I's list of speakers and may invite these speakers to attend their events.
- d. DAMA-I Special Events. Affiliated Chapters in good standing and in full compliance with this Agreement may be eligible for other DAMA-I special events, discounts or privileges during the Term as determined by DAMA-I in its sole discretion.
- e. DAMA-I Board Nominations. Affiliated Chapters in good standing and in full compliance with this Agreement may nominate candidates for the DAMA-I Board of Directors in accordance with the DAMA-I bylaws.
- f. DAMA-I Committee Participation. Members of Affiliated Chapters may participate in DAMA-I committees in accordance with the DAMA-I bylaws.
- g. Chapter Special Events. If Chapter hosts an event (or partners with one or more other chapters to host an event) (a "Chapter Special Event") and DAMA-I has a special logo or marketing materials specifically for such events ("DAMA-I Special Logo"), Chapter may use the DAMA-I Special Logo at such Chapter Special Event, but only in compliance with any written instructions provided by DAMA-I, and only if any revenue generated by such Chapter Special Event solely benefits the Chapter (or chapters) hosting the event.

**Commented [CG6]:** a. Do we have to address issue of DAMA-I board member as chapter president.

**Commented [CG7R6]:** No, we can address this in the President's Council policies/procedures or the by-laws.

### IV. Term, Dormancy and Disaffiliation



- a. **Term.** This Agreement shall commence on the Effective Date and remain in effect until the fifth July 1<sup>st</sup> to occur after the Effective Date<sup>1</sup> (“Term”) unless or until it has been terminated by DAMA-I pursuant to one of the following:
- i. Chapter’s failure to pay the Annual Affiliation Fee in accordance with this Agreement within thirty (30) days of receiving notice from DAMA-I of such failure (termination effective on the thirty-first day after Chapter receives such notice);
  - ii. Chapter’s failure to cure any other material breach of this Agreement within sixty (60) days of receipt of written notice from DAMA-I of such material breach (termination effective on the sixty-first day after Chapter receives such notice);
  - iii. Chapter becomes Disaffiliated pursuant to subsection V.c below; or
  - iv. This Agreement has been replaced and/or restated by an updated DAMA-I affiliation agreement signed by the Parties.
- b. **Dormancy.** A “Dormant” chapter means a chapter which DAMA-I has deemed as such after the chapter has failed to remain Active (as defined in this Agreement) for a continuous period of twelve (12) months. DAMA-I will give Chapter written notice that it has been deemed Dormant within ten (10) days of such decision. Chapter will remain Dormant unless or until DAMA-I has received clear evidence reasonably acceptable to DAMA-I that Chapter is Active. Upon the Chapter being deemed Dormant, DAMA-I may indicate the same on its web site in the directory of chapters until such status has been changed to Active or Disaffiliated.
- c. **Disaffiliation.**
- i. If Chapter remains Dormant for more than six (6) months after being deemed Dormant, Chapter will be disaffiliated from DAMA-I effective immediately (“Disaffiliated”).
  - ii. In addition, if Chapter is in breach of this Agreement, and has not cured such breach within sixty (60) days after receiving written notice of such breach from DAMA-I, Chapter will be Disaffiliated from DAMA-I effective as of the date of such notice.
  - iii. If a Disaffiliated Chapter wishes to regain its status of Affiliated Chapter, DAMA-I may require the Disaffiliated Chapter to complete the process outlined in this Agreement for formation and affiliation anew.
- d. **Effects of Termination and/or Disaffiliation.** If this Agreement is terminated for any reason other than its replacement with a new written agreement signed by the Parties or if Chapter becomes a Disaffiliated Chapter, the limited license granted in Section VI.a will automatically be revoked and Chapter will immediately cease use of any DAMA-I

<sup>1</sup> For example, if the Effective Date is January 15, 2024, the Agreement would expire July 1, 2028, and if the Effective Date is July 2, 2024, the Agreement would expire July 1, 2029.



intellectual property, whether or not it is trademarked or copyrighted (including any use of DAMA-I intellectual property in Chapter's logo), remove or disable its web site, and cease any representations, whether visual, verbal, or written, that Chapter is affiliated with DAMA-I.

#### **V. License Grant & Restrictions on Use**

- a. License Grant. DAMA-I hereby grants Chapter a limited, non-exclusive, non-transferable, non-perpetual worldwide license to the registered trademarks of DAMA-I (the "DAMA-I Trademarks") and the copyrighted content listed on Appendix B (the "Limited DAMA-DMBOK Materials") (collectively, the DAMA-I Trademarks and the Limited DAMA-DMBOK Materials are the "Licensed Materials"), subject to the terms of this Agreement. Except as expressly provided in this Agreement, DAMA-I does not grant Chapter any rights to patents, copyrights, trademarks, trade secrets (including the non-U.S.A. equivalents of the aforementioned), or any other rights in the Licensed Materials.
- b. Restrictions on Use. The Chapter may only use the DAMA-I Trademarks during the Term and in accordance with any written DAMA-I policies or rules on the usage and form for its trademarks. Chapter may only use the Limited DAMA-DMBOK Materials during the Term of this Agreement and only to deliver presentations, seminars, or webinars related to Data Management. Chapter may not alter, change, modify or distort, in any tangible way, the Licensed Materials, other than minor, nominal formatting adjustments required for Chapter's use of such materials. Chapter must credit DAMA-I each time it uses any of the Limited DAMA-DMBOK Materials and may not remove, redact, obscure or distort any logos, trademarks, copyrights, watermarks or legends that appear on the Limited DAMA-DMBOK Materials.

#### **VI. Intellectual Property**

- a. Ownership. Chapter acknowledges and agrees that "DAMA-I Intellectual Property" means all inventions, publications, designs, drawings, modifications, enhancements, discoveries, copyrights (and any derivative works), trademarks, trade secrets, know-how and patents, (including the non-U.S.A. equivalents of the aforementioned) regardless of the form or media and whether or not created prior to or after the Effective Date, including without limitation the Licensed Materials. DAMA-I owns the DAMA-I Intellectual Property and nothing in this Agreement conveys or shall be deemed to convey any interest in the DAMA-I Intellectual Property. To the extent that Chapter obtains or has obtained any rights in the DAMA-I Intellectual Property, other than those rights expressly granted under this Agreement, Chapter hereby assigns and agrees to assign to DAMA-I (and shall require any employee or independent contractor associated with Chapter to assign to DAMA-I), all rights in those materials. Chapter agrees to execute and obtain the execution of any documents necessary to accomplish the intent of this paragraph with no obligation for additional payment to Chapter by DAMA-I.
- b. Translations & Other Derivative Works. Chapter may not create any derivative works of the DAMA-I Intellectual Property, unless specifically granted permission to do so under this Agreement, or pursuant to a separate agreement executed by the Parties regarding





such derivative works. For the sake of clarity, Chapter is specifically prohibited from creating any translations of DAMA-I Intellectual Property without the express prior written consent of DAMA-I.

## **VII. Independent Status**

Chapter and DAMA-I are, and will remain, separate independent entities, each with its own directors, officers, corporate governance and operating procedures, assets, and liabilities. Nothing in this Agreement shall alter the Parties' status as independent entities, nor will it create any relationship of agency, partnership, parent/subsidiary, employer/employee, or joint venture between the Parties. Neither Party has the legal authority to hold itself out as an agent or representative of the other, nor to bind the other party in any way.

## **VIII. Indemnification**

- a. Indemnification of DAMA-I by Chapter. Chapter agrees to indemnify, defend and hold harmless DAMA-I (including its directors, officers, employees, agents, volunteers and independent contractors) from and against any third-party claims, suits, damages, fines, penalties, costs (including attorneys' fees, court costs and arbitration fees) (collectively, "Claims") arising out of: (i) the negligent acts, omissions or willful misconduct of Chapter or its directors, members, employees, agents, or independent contractors; (ii) Chapter's material breach of this Agreement; (iii) Chapter's infringement of the intellectual property rights of any third party; and (iv) Chapter's violation of any Applicable Law.
- b. Notice and Procedures. DAMA-I will provide Chapter written notice of any Claims for which it seeks indemnification and will provide reasonable assistance in the defense of such Claims. Chapter will have sole control of the defense of Claims however, Chapter will not enter into any settlement agreement for such Claims in which there is an admission of liability on the part of DAMA-I. DAMA-I may hire its own legal counsel (at its sole expense) to represent DAMA-I in the defense of a Claim.

## **IX. Miscellaneous**

- a. No Indirect Damages. Neither Party will be liable to the other for any loss of profits, use, goodwill, or data, or for any incidental, indirect, special, consequential or exemplary damages, including without limitation lost profits, even if the Party has been advised of the possibility of such damages or claims.
- b. Entire Agreement. This Agreement contains the entire agreement between the Parties as to its subject matter and supersedes all prior oral and written agreements between the Parties as to the subject matter hereof, including without limitation any previous written agreement related Chapter's affiliation with DAMA-I.
- c. Amendments. Except as expressly provided herein, this Agreement may not be modified or amended except by a written document, signed by an authorized representative of each Party.





- d. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Washington in the United States of America (exclusive of its choice of law rules).
- e. Disputes. If any disputes arise out of or in connection with this Agreement ("Dispute"), the Parties agree to first attempt to resolve the Dispute through non-binding mediation with a qualified mediator mutually chosen by the Parties. If the Parties cannot resolve a Dispute through mediation, the Parties agree that the Dispute will be settled through binding arbitration under the Arbitration Rules of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.
- f. No Assignment. Chapter shall not sell, transfer or assign this Agreement, or its rights under this Agreement without the express prior written consent of DAMA-I. Any unauthorized assignment or transfer by Chapter is null and void.
- g. Severability. In the event any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected or impaired and a valid, legal and enforceable provision of similar intent and economic impact shall be substituted for such provision.
- h. Binding Effect. This Agreement shall bind and benefit the Parties' heirs, successors and permitted assigns.
- i. No Waiver. Any waiver of a Party's right or remedy under this Agreement must be in writing and signed by that Party to be effective. No waiver shall be implied from a failure of either Party to exercise a right or remedy. In addition, no waiver of a Party's right or remedy will affect the other provisions of this Agreement.
- j. Section Headings. Section headings included in this Agreement are for ease of reference only and are not legally binding or indicative of the Parties' intent.
- k. Notices. When either Party needs to provide official notification under this Agreement, those notices will be in writing and considered delivered upon actual receipt to the addresses below or as otherwise communicated in writing to each other. Each Party agrees that an e-signature (or a facsimile signature by the authorized representative) is evidence of acceptance of a valid and enforceable agreement.

**Notices to Chapter:**

**Notices to DAMA-I:**

DAMA International  
Attn: President  
2512 E Evergreen Blvd, Suite 1023  
Vancouver, WA 98661-4323 USA  
Email: info@dama.org

**With a Copy To:**

**With a Copy To:**

Dunlap Law PLC  
Attn: Claire Guthrie Gastañaga  
211 Rocketts Way, Suite 100  
Richmond, VA 23231 USA



Email: cgastanaga@dunlaplawplc.com

- l. Counterparts. The Parties agree that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.
- m. Survival. All provisions of this Agreement which by their nature should survive termination will survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.
- n. Taxes. Chapter is solely responsible for any and all applicable taxes arising from its activities as an affiliated chapter or this Agreement (including without limitation, sales and use taxes, income taxes, employment taxes, excise taxes, property taxes, and VAT).
- o. Non-Discrimination Statement. Neither Party will discriminate based on race, ethnicity, gender or gender identity, age, sexual orientation, economic status, physical appearance, mental or physical disability, political or religious affiliation with respect to membership, speakers, sponsors, or selection of board members.
- p. Privacy Laws. The Parties agree that any personal information that either gathers or has access to may be subject to applicable privacy laws and each Party agrees to comply with such laws in the handling, processing, storage, or transfer of such information.

IN WITNESS WHEREOF, each Party has caused its duly authorized representative to execute and accept this Agreement as of the Effective Date.

**Data Management  
Association International, Inc.**

**[CHAPTER LEGAL NAME]**

By:  
Name:  
Title:  
Date:

By:  
Name:  
Title:  
Date:



**Appendix A**  
**DAMA-I Affiliate Chapter Naming Requirements**

**Legal Names vs. Trade Names**

Every entity is required to have a legal name when it is formed or organized. The legal name is the name submitted on the paperwork and forms (e.g., applications, articles of incorporation, articles of organization, by laws, etc.) and registered with the appropriate government agency with jurisdiction over the formation of corporate entities in that locality. Sometimes there may be restrictions on which name a new entity may claim, for example, if it is too similar with or identical to an already existing entity.

In addition to its legal name on record, an entity may choose to operate under a different name, or a trade name. A trade name (sometimes referred to as “doing business as,” “d/b/a,” “assumed name” or “fictitious business name”) is the name under which an entity trades publicly or operates with the general public. In some jurisdictions, an entity must register its trade name with local government authorities so that the public is notified that the entity is conducting business under a name other than its legal name.

One example of a business with separate legal and trade names is Walmart. Walmart’s legal name is Wal-Mart Inc., but the name it uses on its advertising and website and what most people refer to is just Walmart.

The naming requirements outlined below are intended to apply to chapters’ trade names only. Newly forming chapters may choose to follow these requirements when choosing their legal name as well, but it is not required.

The rationale for DAMA-I imposing strict requirements on how its chapters are named is to avoid confusion within regions with multiple chapters and to create consistency with how chapters are named globally. For example, if a chapter in Toronto is known as “DAMA Canada” but a new chapter is formed and approved for affiliation in Calgary, there would be confusion as to which chapter potential members could/should join.

**Chapter Naming Requirements—**

The trade names of DAMA-I Chapters MUST follow one of the following conventions (the “Chapter Naming Requirements”):

DAMA <Country> <City> (e.g., DAMA Thailand Bangkok)

DAMA <City> (e.g., DAMA Calgary)

DAMA <Country> <State/Department/Province> (e.g., DAMA Colombia Antioquia)

DAMA <State/Department/Province> (e.g., DAMA Minnesota)

DAMA <Geographic area within a Country> (e.g., DAMA New England)

1. For Chapters Affiliated **On or After** January 1, 2024:
  - a. DAMA-I will not approve any new affiliated chapters with trade names that do not comply with the Chapter Naming Requirements.



- b. Noncompliance with the Chapter Naming Requirements is deemed to be a material breach of this Agreement and may result in disaffiliation if not cured.
- c. DAMA-I will consider exceptions to the Chapter Naming Requirements for special circumstances on a case-by-case basis, but any exception must be approved by the DAMA-I Board of Directors, made in writing and signed by the Parties.

2. For Chapters Affiliated **Before** January 1, 2024:

- a. If the Chapter has a trade name that does not comply with the Chapter Naming Requirements and the Chapter became affiliated with DAMA-I on or before January 1, 2024, the Chapter may temporarily retain its non-compliant trade name. If, however, DAMA-I approves a forming chapter in the same country or region as Chapter and gives Chapter written notice of such approval (the "Naming Notice"), within twelve (12) months of the date of such notice Chapter must: (i) change its trade name so that it complies with the Chapter Naming Requirements; and (ii) update all uses of its trade name in all forms (including without limitation, [any online presence, including](#) websites, social media account names, email domains, marketing or promotional materials or products, publications, business cards, nametags and signage).
- b. After the twelve-month anniversary of any Naming Notice, Chapter's noncompliance with the Chapter Naming Requirements will be deemed to be a material breach of this Agreement and may result in disaffiliation if not cured.
- c. DAMA-I will consider exceptions to the Chapter Naming Requirements for special circumstances on a case-by-case basis, but any exception must be approved by the DAMA-I Board of Directors, made in writing and signed by the Parties.



**Appendix B**  
**Limited DAMA-DMBOK Materials**

[INSERT LIST]

DRAFT

