### **DAMA International—Affiliated Chapter Agreement**

This AffiliatedChapter Agreement ("Agreement") is by and betweenData 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/ Regist	tered Name of Chapter <mark></mark>		
, ,	l/registered name of your chapter is the one under whetered officially with your government; for example, DA	-	
Chapter Trad	de Name (if different than above) <mark>:</mark> _		
•	de name" of your chapter is the one you use in the no ole, DAMA-NY)	rmal course	of business;
Chapter Coul	ntry:		_ Chapter
City:		_ Chapter	Business
Mailing Addre	ess:		

("Chapter," "Forming Chapter" or "Affiliated Chapter") and is effective as of the date 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 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; and

WHEREAS the Chapter either has fulfilled all of its obligations as a Forming Chapter under the Letter of Intent or is an Affiliated Chapter and has submitted a signed Affiliation Agreement for approval by DAMA-I;



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 Obligations
  - a. Maintenance of Legal Entity. The Chapter must be organized and maintained as an independent corporate entity with its own Board of Directors, operate under a Chapter name that complies with the Chapter Naming Requirements attached to this Agreement as Appendix A, and ensure ongoing compliance with the registration requirements of the appropriate government agency under the applicable laws of its jurisdiction. If available under the applicable laws of its jurisdiction. Chapter will be organized and operate as a not-for-profit entity pursuant to an official letter or certification from the relevant government agency confirming its status as not-for-profit entity. Each Chapter, regardless of whether it is organized as a not-for-profit entity, must include and maintain language in its organizing documents (approved in writing in advance by DAMA-I) that: i) prohibits any individuals participating in the governance of the Chapter from receiving any direct or indirect personal or corporate financial benefit as a result of their participation in the governance of the Chapter (other than reasonable compensation for services approved by the Chapter's Board of Directors); and ii) prohibits the Chapter, as an entity, from participating in partisan political campaigns on behalf of any candidate or candidates for public office:
  - b. Chapter By-Laws. The Chapter must maintain bylaws, separate from the DAMA-I bylaws but subject to its approval, that set forth 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 any changes to the bylaws submitted as a Forming Chapter, the Chapter will submit the changes to DAMA-I, and DAMA-I may request revisions to such bylaws in its sole discretion.
  - c. Tax ID. The Chapter must have at all times a valid tax identification number from the governing taxing authority of its jurisdiction.
  - d. Annual Affiliation Fee. Chapter will pay DAMA-I the then-current Annual Affiliation Fee (any amount due upon execution of this Agreement by DAMA-I for a new Chapter 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 will set the amount of any annual fee and its due date and may vote to increase the Annual Affiliation Fee in accordance with DAMA-I's bylaws after consulting with the Chapters. In any given year, DAMA-I will not increase the Annual Affiliation Fee by more than 20% of the immediately preceding Annual Affiliation Fee.
  - e. 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 any other DAMA-I written policies which might apply to chapters, and all applicable federal, state and local laws, rules, and regulations.



including without limitation, privacy, anti-bribery and anti-corruption laws (collectively, "Applicable Law").

- f. 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.
- g. <u>Online Presence</u>. Chapter's online presence 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 and officers;
  - iii. Consistent site-wide inclusion and use of the qualifying identifier "Affiliated Chapter of DAMA International;" and
  - 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 DAMA-I's website or received by Chapter in a written communication from DAMA-I.

The Chapter must establish and maintain an active online presence on networking and social media platforms during the Term of this Agreement.

- h Chapter Board of Directors.
  - i. <u>Board of Directors Eligibility</u>. At any given time, to ensure the Chapter's independence, the Chapter's Board of Directors may not include a majority of voting members employed by or representatives or agents of, or otherwise professionally engaged or associated with, the same company or organization. In addition, three or more members of the Chapter Board of Directors shall be individual members of DAMA-I in addition to chapter members.
  - DAMA-I Policies Applicable to Chapter. Upon their election, all members of the Chapter's Board of Directors and officers must sign and submit to DAMA-I (via email to chapters@dama.org) the then-current DAMA-I code of ethics policie and any other DAMA-I written policies applicable to Chapter. If there is a material revision by DAMA-I to its written policies applicable to Chapter, DAMA-I may require, at its sole discretion, Chapter and/or its board members to sign and submit updated versions of such policies.
- i. <u>Active Members</u>. Each year no later than the first day of July, Chapter will submit to DAMA-I (via email to 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.

- j. Active Status. During the Term, Chapter must maintain continuous active operations. "Active" operations require holding any required annual meetings, other regular meetings, hosting events, and actively participating in DAMA-I elections or other DAMA-I 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.
- k. 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. If Chapter has a logo in existence on January 1, 2024 and it is not in compliance with the DAMA-I written logo usage policies, Chapter will not be required to make any changes to its non-compliant logo during the Term of this Agreement.
- I. Collaboration with Other Chapters. DAMA-I encourages its chapters to collaborate, support each other's events, and co-sponsor chapter events. If, however, Chapter wishes to enter a written agreement with another DAMA-I chapter (or chapters) which entails more than the terms of a one-time event, DAMA-I must review and approve such agreement prior to its execution to ensure it aligns with DAMA-I's overall mission and strategic priorities, complies with this Agreement, and does not contradict, conflict with, or otherwise jeopardize DAMA-I as a global organization.
- m. <u>DAMA-I Logos</u>. 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.
- n. Execution of Affiliated Chapter Agreement. The Chapter's duly elected President must sign this Agreement.
- o. Reporting Requirements.
  - i. <u>Legal Status</u>. The Chapter must submit to DAMA-I documentation of its legal status and compliance with the registration and other requirements in this section when requested by DAMA-I and whenever there is a change in its legal status or compliance.
  - Board Membership. 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 DAMA-I with a list of the Chapter's Board of Directors and officers including the name, term of office, and Chapter business contact information (i.e., the address at which they can receive official communications from DAMA-I). In addition, the Chapter agrees to ensure that each active board member and officer timely submits contact



information through an online consent form on the DAMA-I web site at https://www.dama.org/cpages/chapter-contacts-form.

p. Good Standing. To be in good standing, DAMA-I must have a complete and current list of the names of the Chapter's board members and officers 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 official business contact information or to submit the required signed DAMA-I policies applicable to Chapter will be deemed a material breach of this Agreement that may result in termination and/or disaffiliation.

#### II. Chapter Benefits

- a. DAMA Reputation and Good Will. From the outset of its relationship with DAMA-I as a Forming Chapter and continuing during its existence as an Affiliated Chapter, each Chapter benefits from DAMA-I's investment in building its reputation as a reliable resource on data management as a certifying body and as the publisher of DAMA DMBOK and other intellectual property on which professionals around the world rely.
- b. <u>Presidents' Council Meetings</u>. After approval, the <u>President of Affiliated Chapter</u> (or the <u>President's designee if the President is unable to attend) may attend monthly DAMA-I Presidents' Council Meetings.</u>
- c. 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, the Chapter's name and a direct link to Chapter's online presence. 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.
- d. Speakers' Roster. Affiliated Chapter will have access to DAMA-I's list of speakers and may invite these speakers to attend their events.
- e. <u>DAMA-I Special Events</u>. 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.
- f. DAMA-I Governance. Affiliated Chapters in good standing and in full compliance with this Agreement may nominate candidates for and participate in the election of the DAMA-I Board of Directors and officers in accordance with the DAMA-I bylaws.
- g. DAMA-I Committee Participation. Members of Affiliated Chapters may participate in DAMA-I committees in accordance with the DAMA-I bylaws.
- h. 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.
- i. License to Use DAMA-I Intellectual Property. Chapters receive a license to use specified DAMA-I intellectual property in their promotion of the Chapter and programming.
- j. Eligibility for Annual Chapters Awards. Affiliated Chapters in good standing and in full compliance with this Agreement are eligible for the DAMA-I Annual Chapters Awards program.

#### III. Term, Dormancy and Disaffiliation

- a. Term. This Agreement shall commence on the Effective Date and remain in effect until the fifth July 1st to occur after the Effective Date1 ("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 (such termination is 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 (such termination is effective on the sixty-first day after Chapter receives such notice);
  - 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. <u>Dormancy.</u> 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").

<sup>&</sup>lt;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.



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

#### IV. 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. Limitations 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.

#### V. 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 by DAMA-I 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 believes it has or has obtained any rights in the DAMA-I Intellectual Property, other than those rights expressly granted by license to the Chapter under this Agreement, any such rights shall be the subject of a separate licensing agreement proposed by the Chapter and executed by both the Chapter and DAMA-I. 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. For purposes of this Agreement, a "derivative work" is defined as it is in the United States Copyright Act of 1976, 17 U.S.C. § 101:

a work based upon one or more preexisting works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which a work may be recast, transformed, or adapted. A work consisting of editorial revisions, annotations, elaborations, or other modifications which, as a whole, represent an original work of authorship, is a 'derivative work.'

As such, any intellectual property developed, authored, or created solely by the Chapter which does not rely upon, incorporate, or derive from DAMA-I Intellectual Property is not a derivative work under this Agreement. DAMA-I may grant the Chapter a license to create derivative works of the DAMA-I Intellectual Property 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.

#### VI. 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.

#### VII. 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. <u>Disputes</u>. 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 theevent any provision of this Agreement is found to be invalid, illegal or unenforceable, thevalidity, legality and enforceability of any of the remaining provisions shall not in any waybeaffected or impaired and a valid, legal and enforceable provision of similar intent andeconomic impact shall be substituted for such provision.
- h. <u>Binding Effect.</u> This Agreement shall bind and benefit the Parties' heirs, successors and permitted assigns.
- i. No Waiver. Anywaiverof a Party's right or remedy under this Agreement must be in writing and signedbythat Party to be effective. No waiver shall be implied from a failure of either Partytoexercise 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 andarenot 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:
With a Computati
With a Copy To:

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:

Dunlap Law PLC

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

Email: cgastanaga@dunlaplawplc.com

- I. 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. <u>Survival</u>. All provisions of this Agreementwhich 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. <u>Privacy Laws.</u> 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.	•
By:	By:
Name: Title: Date:	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, in most countries 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 NamingRequirements is deemed to be a material breach of this Agreement and mayresultindisaffiliation if not cured.
- c. DAMA-I will consider exceptionstotheChapter Naming Requirements for special circumstances on a case-by-casebasis, butany exception must be approved by the DAMA-I Board of Directors, madeinwritingand signed by the Parties.
- 2. For Chapters Affiliated Before January1,2024:

If the Chapter has a trade name thatdoesnotcomply with the Chapter Naming Requirements and the Chapter firstbecameaffiliated with DAMA-I on or before January 1, 2024, the Chapter may retain its non-complianttrade name during the Term of this Agreement. The previous sentencedoesnotrestrict DAMA-I's ability to approve a new forming chapter in the same countryorregionasChapter and such new chapter will be required to comply with the ChapterNamingRequirements.



# Appendix B Limited DAMA-DMBOK Materials Licensed for Chapter Use in Chapter Activites Under this Agreement

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