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PMI.org

Charter Agreement between
Project Management Institute, Incorporated
and
PMI Chapter Croatia, known as PMI Croatia Chapter

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

1. Charter Agreement

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

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

Agreement to ensure that all such modifications are identified and accepted prior to execution.

2. PMI's Responsibilities to the Chapter

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

- (a). develop and approve governing policies and criteria from time to time that control and regulate PMI and set global standards for the establishment and continued operation of all Chapters;
- (b). directly or indirectly through third party resellers or payment processors or systems, process memberships of PMI members who also join Chapters; and gather, distribute and maintain centralized membership data and systems, as applicable;
- (c). inform Chapters of all new and revised PMI governing policies, strategies, procedures, rules, and directives that affect Chapters;
- (d). provide discretionary programs that support the activities and development of Chapters and Chapter leaders; and,
- (e). fulfill other obligations as described or referenced in this document, and in the PMI Bylaws, policies, practices, procedures, rules, and directives.

3. PMI Reservation of Certain Rights

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

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

Except as otherwise stated in this Section, nothing in this provision shall preclude the Chapter from developing its own project management programs, products, and services consistent with the terms of this Charter Agreement. The Chapter agrees that the provision of core project management services aligned with the services that PMI provides 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 an independent, affiliated Chapter of PMI in a manner prescribed by PMI. The Chapter shall meet all legal and tax requirements of the applicable jurisdiction(s) in which the Chapter is located or conducts business and be duly registered in the applicable jurisdiction(s) for legal and tax purposes. The Chapter is responsible to the duly elected PMI Board of Directors for the terms and conditions in this Charter Agreement, and is subject to all policies, procedures, rules, directives, and requirements lawfully approved or authorized by the PMI Board provided they are not contrary to the laws of the country of the Chapter.

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

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

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

5. Chapter Territory

Attachment A of this Charter 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 17), where applicable. All such designated areas shall be considered non-exclusive.

PMI may, at its sole discretion, designate additional Chapters in the territory specified in Attachment A if such action is deemed to be in the best interests of PMI and its members. PMI may conduct educational activities within or related to the designated territory.

6. Chapter Governing Documents

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

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

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

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

7. Chapter Member Services

Chapters are required to deliver the Core Services and Annual Plan as defined by PMI in the Policy Manual for PMI Chapters and report on the delivery of these services on an annual basis through the Charter Renewal Process. Chapters that are not providing all core services at the required level, as specified by PMI, will be placed on probation and expected to define a plan showing progression towards delivering the core services at the level or above that specified by PMI. PMI will support and partner with Chapters for the delivery of core services. However, PMI may revoke this Charter Agreement for chapters that show a consistent inability to deliver core services. The Chapter may provide optional services to

its members, as it deems appropriate, within the scope of its governing documents. However, applicable governmental laws, as well as policies, procedures, practices, rules, and directives established by PMI shall be followed.

8. Chapter Membership

Membership in the Chapter shall be open to any PMI member 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. Membership qualifications and categories shall be mutually set by the Chapter and PMI and shall allow for a category of student memberships. The Chapter shall not accept any individuals as members who have not first been accepted by PMI as members and shall not create its own unique Chapter membership categories. Membership in the Chapter shall terminate when a PMI member resigns membership in PMI or the Chapter; fails to pay PMI or Chapter dues; is removed from membership by the PMI or Chapter Board of Directors for just cause; or membership is otherwise ended consistent with applicable law, and the PMI and Chapter Bylaws and policies.

9. Chapter Use of PMI Membership Information and Data

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

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

10. Chapter Dues

Membership dues shall be agreed upon between the Chapter and PMI in writing and set forth in Attachment "C" to this Charter Agreement. Any changes to membership dues will be in writing, agreed by the Chapter and PMI, and set forth in an amendment to Attachment "C". All policies regarding dues, including payments, are included in the Policy Manual for PMI Chapters. PMI shall, at its discretion and where legally permitted, directly or indirectly through third party resellers or payment processors or systems collect Chapter Dues on behalf of the Chapter. Dues collected by PMI shall be periodically remitted to the Chapter consistent with PMI's legal obligations.

PMI may in its sole discretion combine and bundle Chapter Dues with PMI membership dues into a single membership fee in a manner consistent with law. In such event, PMI shall for

accounting, audit and tax purposes maintain and provide the Chapter with a statement showing the breakup or calculation of what portion of the single membership fee represents the Chapter Dues. Nothing in this Charter Agreement shall obligate PMI to disclose any confidential financial information of PMI, including information relating to PMI membership dues or how it sets or determines membership dues.

11. Chapter Taxes

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

12. Chapter Officers and Directors

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

13. Chapter Election Requirements

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

14. Chapter Fiscal Operations and Insurance Protections

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

Each Chapter is required to have and maintain comprehensive, general liability insurance

coverage. The Chapter is also encouraged, to seek other corporate protections, including, but not limited to, bonding for financial accounts and professional liability insurance for officers and directors.

Neither PMI nor Chapters nor individuals may borrow money from or lend money or real property to the other entity, or to another PMI Chapter.

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

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

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

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

1. The law of the jurisdiction in which the Chapter is incorporated permits such contracts or transactions and the Chapter has complied with any legal conditions, rules and procedures required by the law of such jurisdiction.
2. 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.
3. 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.
4. The contract or transaction is fair to the Chapter, is facilitated through a request for proposals process, and complies with the laws and regulations of the applicable jurisdiction in which the Chapter is incorporated or registered at the time the contract or transaction is authorized, approved or ratified by the board of directors.

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

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

16. Property Interests of the Chapter

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

17. Chapter Affiliate Organizations

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

With the prior written permission granted by PMI consistent with the criteria stated in Attachment B to this agreement, and the Policy Manual, a Chapter may 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.

18. Expert Counsel for the Chapter

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

19. Chapter Use of PMI Intellectual Property

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

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

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

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

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

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

20. Prohibition Against Chapter Contracts Binding PMI

The Chapter shall not enter into any contractual obligation or other agreement that directly or indirectly purports or seeks to bind PMI, financially or otherwise, unless specifically authorized by the PMI President and CEO in writing prior to the execution of the contract or entry into the agreement. Chapters are prohibited from engaging in any activity or taking any action that causes PMI to be legally or financially bound to any agreement or other relationship. The Chapter shall not act on behalf of PMI beyond the limits of this Charter Agreement. Any commercial contracts and business arrangements entered into on behalf of a PMI Chapter where the financial obligation of the Chapter is greater than or equal to \$10,000 (USD) shall specifically state that PMI is not a party to the contract, agreement or other arrangement, and that no party to such agreement or arrangement is authorized or designated by PMI to act on behalf of PMI.

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

21. Chapter Cooperative Agreements with Non-PMI Entities

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

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

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

This Charter Agreement shall renew and remain in force and effect each year following receipt and acceptance by PMI 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 and communicated to the Chapter. Although the provision of core services to a stated minimum level is a requirement of PMI for all Chapters, in the event a chapter is not providing the minimum level of core services PMI will not withhold a Chapter's Charter Renewal as long as a plan is put forward by the Chapter for the introduction of the required level of core services over a defined period that is acceptable to PMI in its sole discretion.

23. Termination

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

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

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

24. Severability of Terms

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

25. Dissolution of the Chapter

If the Chapter or its corporate entity is dissolved, terminated, or otherwise required to end its existence for any reason, its assets shall, after payment of all just debts, be disposed of

in a manner prescribed in the Chapter's governing documents, and consistent with applicable law. Assets cannot be disbursed to chapter members, board members or officers.

26. Confidential Information

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

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

27. Chapter Indemnification of PMI

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

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

28. Agreement Dispute Resolution

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

party arbitrator agreed upon by the parties.

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

Disputes between PMI and a Chapter (or Chapters) involving Chapters based outside of the United States or Canada shall be settled by arbitration administered by the International Chamber of Commerce under its rules and procedures. The place of the arbitration shall be Philadelphia, Pennsylvania, USA. The law of the Commonwealth of Pennsylvania of the United States of America shall govern the arbitration, including its conflict of laws rules. The arbitration and any award rendered thereto shall be in the English language and shall be deemed to be an international arbitration seated, located or conducted outside the jurisdiction of incorporation of the Chapter; and any award rendered in such arbitration shall be an international arbitration award, binding on all parties.

For the removal of doubt, it is clarified and agreed that any arbitration between PMI and a Chapter located outside the United States or Canada shall not be subject to or governed by any provision of local arbitration law or supervision of the courts of the local jurisdiction in which the Chapter is incorporated. Notwithstanding the foregoing language, nothing in this Chapter Agreement shall preclude PMI from enforcing any arbitral award in the local jurisdiction in which the Chapter is incorporated.

29. Controlling Law

This Charter Agreement has been made in the Commonwealth of Pennsylvania of the United States of America and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, including its conflict of law 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, antitrust laws and anti-bribery laws, and the Chapter agrees to act and conduct its activities in the highest ethical manner in full compliance with all such laws, rules, regulations or sanctions. Without limiting the generality of the foregoing, the Chapter expressly acknowledges that certain activities in furtherance of such performance, in some circumstances and upon certain findings of fact, may give rise to civil or criminal liability on the part of PMI and its officers, directors, employees or agents under the Foreign Corrupt Practices Act of 1977 of the United States of America (dealing with certain payments to obtain business). Therefore, the Chapter agrees that it will not, either directly or indirectly, through its officers, directors,

employees, agents or members, offer, pay, promise to pay, or authorize the payment of any money or thing of value nor will it be offered, given, or promised, directly or indirectly, to any government official, for the purpose of (i) influencing any act or decision of such government official to fail to perform his official functions, or (ii) inducing such government official to use his influence with the government or any instrumentality, in order to assist PMI or the Chapter in obtaining or retaining business for or with, of directing business to, any person.

30. Integration and Modification

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

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

31. Waiver

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

32. Successors and Assigns

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

33. Survival of Terms

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

34. Notices

All notices or communications under this Chapter Agreement shall always be given in writing and sent by electronic or physical means for prompt delivery in a manner that generates or provides a clear and unambiguous proof of delivery.

PMI and the Chapter may designate in writing the name, designation and address of the person or persons to whom notices must be sent.

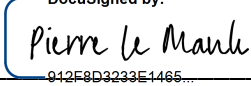
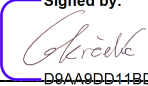
Latest revision on 23rd October 2025.

Execution

The Chapter shall be named as follows:

PMI Croatia Chapter

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

DocuSigned by:  012F8D3233E1465...	11/5/2025
(Signature)	(Date)
Pierre Le Manh President & CEO	
Signed by:  D9AA9DD11BD8418...	10/30/2025
(Signature)	(Date)
Gordan Krcelic Chapter President	

ATTACHMENT A – CHAPTER TERRITORY

Country: Croatia

State: n/a

City: n/a

Zip Code(s): n/a

ATTACHMENT B – BRANCH AUTHORIZATION

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

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

ATTACHMENT C

Membership dues

Chapter member dues are set at \$23 USD, for active individual and retiree membership and \$15 USD for student membership.

Any changes to membership dues will be in writing, agreed by PMI and the Chapter, and set forth in a signed amendment to this Attachment C.

ATTACHMENT D – DATA PROTECTION RIDER

1. Definitions

In this Agreement the following expressions have the following meanings:

“Controller” means the entity that determines the purposes for which, and means by which, Personal Data are processed.

“Data Exporter” means the party that transfers Personal Data to the Data Importer under this Charter Agreement.

“Data Importer” means the party that receives Personal Data from the Data Exporter under this Charter Agreement.

“Data Protection Authority” means any governmental body or agency with legal responsibility for ensuring compliance with applicable Data Protection Law.

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

“Data Protection Laws” means all laws governing the Processing of Personal Data, including, but not limited to: (a) the GDPR, Directive 2002/58/EC and Directive 2009/136/EC, together with any national implementing laws in any Member State of the European Union, or the United Kingdom; (b) the UK GDPR; and (c) any equivalent legislation, or legislation dealing with the same subject matter, anywhere in the world; each as applicable to either party, and each as amended, consolidated or replaced from time to time.

“EEA” means the European Economic Area.

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

“Joint Controller” means where one party acts as a Controller in concert with the other party to determine the purposes and means of a given Processing activity.

“Joint Controller Activity” means the Processing of Personal Data, where the purposes and means of Processing are jointly determined by the parties to this Charter Agreement, acting as Joint Controllers.

“Personal Data” means information relating to an identified or identifiable natural person (**“Data Subject”**).

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

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

“Process”, “Processing” or “Processed” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, including but not limited to: collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

“Processor” means an entity that processes Personal Data on behalf of a Controller.

“Processor Activity” means the Processing of Personal Data, where PMI is a Controller, and the Chapter acts as a Processor on behalf of PMI.

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

“Standard Contractual Clauses” means the clauses approved by the European Commission in Decision (EU) 2021/914 on standard contractual clauses for the transfer of personal data to third countries Standard.

“Subprocessor” means any party engaged by the Chapter to Process Relevant Personal Data, where the Chapter acts as a Processor (but not a Controller).

"UK Addendum" means the UK Information Commissioner's Office's International Data Transfer Addendum to the Standard Contractual Clauses, VERSION B1.0, in force 21 March 2022.

“UK GDPR” means the GDPR as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 and the Data Protection Act 2018. Where this Agreement does not draw a distinction between the GDPR and the UK GDPR, it is assumed that the same requirements apply in respect of each of them.

2. Introduction

- 2.1 The purpose of this Attachment D is to help ensure adequate protection of Relevant Personal Data.
- 2.2 With respect to the Chapter's Processing of Relevant Personal Data, PMI will act as a Controller, and the Chapter shall: (i) in relation to each Processor Activity, act as a Processor, and (ii) in relation to each Joint Controller Activity, act as a Joint Controller with PMI.
- 2.3 This Attachment D incorporates the Standard Contractual Clauses Modules One (with respect to Joint Controller Activities) and Four (with respect to Processor Activities), and the UK Addendum, in the context of transfers of Relevant Personal Data from Chapter in the EEA or the UK, to PMI in the United States, on the understanding that PMI will act as a Data Importer, and the Chapter will act as a Data Exporter.

3. The Chapter's General Obligations

- 3.1 The Chapter shall, and shall procure that each of its Personnel, agents, Processors and Subprocessors shall, comply with the Data Protection Laws, to the extent applicable, and Chapter shall not, whether through action or omission, place PMI in breach of the Data Protection Laws.
- 3.2 The Chapter shall implement appropriate technical and organisational measures in order to ensure that its Processing activities will meet the requirements of applicable Data Protection Laws.
- 3.3 The Chapter shall remain primarily liable and responsible for the acts and omissions of its Personnel, agents, Processors and Subprocessors in relation to the Processing of Relevant Personal Data. All breaches of this Clause by the Chapter's Personnel, agents, Processors or Subprocessors shall be deemed to be acts of the Chapter. Nothing in this Attachment D shall relieve the Chapter of any liability for the acts or omissions of any of any Chapter Personnel in relation to any Relevant Personal Data.

4. Processing of Relevant Personal Data

- 4.1 Where the Chapter Processes Relevant Personal Data for the Processor Activities (acting as a Processor on PMI's behalf, where PMI is acting as a Controller) the Chapter shall:
- (a) only Process Relevant Personal Data strictly and solely: (i) to the extent necessary in connection with this Agreement, in particular as described in Attachment E below; and (ii) in accordance with the documented instructions received from PMI from time to time; except where required to Process any Personal Data by the laws of the EU or an EU Member State, or the United Kingdom, as applicable, in which case the Chapter shall inform PMI in advance of such processing, to the maximum extent permitted by

applicable law. If at any point, Chapter becomes legally unable to comply with PMI's instructions regarding the Processing of Relevant Personal Data (whether as a result of a change in applicable law, or a change in PMI's instructions), Chapter shall promptly: (i) notify PMI of such inability, providing a reasonable level of detail as to the instructions with which it cannot comply and the reasons why it cannot comply, to the greatest extent permitted by applicable law; and (ii) cease all Processing of the affected Relevant Personal Data (other than merely storing and maintaining the security of the affected Relevant Personal Data) until such time as PMI issues new instructions with which Chapter is able to comply.

- (b) (i) ensure Relevant Personal Data are kept confidential; (ii) take all reasonable steps to ensure the reliability and trustworthiness of Chapter's Personnel and any Subprocessors; and (iii) ensure that all relevant Chapter Personnel, and any relevant Subprocessors, have committed themselves to ensuring the confidentiality of all Relevant Personal Data that they Process.
- (c) implement appropriate technical and organisational measures to protect Relevant Personal Data, in accordance with Articles 32-34 of the GDPR, and ensure that such technical and organisational measures are appropriate to the particular risks that are presented by its Processing activities, in particular to protect Relevant Personal Data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access.
- (d) ensure that, in each instance in which it engages a Subprocessor to Process any Relevant Personal Data, it shall: (i) only appoint such Subprocessor in accordance with the prior written authorisation of PMI (such authorisation not to be unreasonably withheld, conditioned or delayed); (ii) keep PMI informed if there is any change to the role or status of the Subprocessor, and

allow PMI a reasonable opportunity to make reasonable objections to any such changes; and (iii) enter into a binding written agreement with the Subprocessor that imposes on the Subprocessor the same obligations that apply to Chapter under this Attachment D with respect to the Processing of Relevant Personal Data ;

- (e) at PMI's request and expense, promptly provide PMI with all reasonable technical and organisational assistance necessary to respond appropriately to requests from Data Subjects to exercise their rights.
- (f) at PMI's request and expense, promptly provide PMI with all reasonable assistance necessary to enable PMI to: (i) notify relevant breaches of the GDPR / UK GDPR to the relevant Data Protection Authorities and/or affected Data Subjects; (ii) conduct Data Protection Impact Assessments; and (iii) obtain any necessary authorisations from Data Protection Authorities.
- (g) (i) permanently and securely delete (or, at the election of PMI, return) all Relevant Personal Data in the possession or control of Chapter or any of its Subprocessors, within thirty (30) days after the end of the Term, unless the applicable law of the European Union or an EU Member State, or the United Kingdom, each as applicable, requires otherwise; and (ii) procure that its Subprocessors shall do likewise.
- (h) at PMI's request and expense: (i) promptly provide PMI with all information necessary to enable PMI to demonstrate compliance with its obligations under the GDPR / UK GDPR, to the extent that Chapter is able to provide such information; and (ii) allow for and contribute to audits, including inspections, conducted by PMI or an auditor appointed by PMI.

- (i) notify PMI promptly, and in any event within twenty-four (24) hours of: (i) becoming aware of any Personal Data Breach affecting Relevant Personal Data; (ii) becoming aware of any material breach of this Clause 4.1; or (iii) receipt of any correspondence or communication from any Data Subject, Data Protection Authority or third party regarding the Processing of Relevant Personal Data; and
- (j) (i) create; (ii) keep up to date for the duration of the Processing; and (iii) maintain for six (6) years thereafter; complete and accurate records in writing (including in electronic form) of its Processing activities, in relation to Relevant Personal Data, and disclose such records to PMI, or any Data Protection Authority, promptly upon demand.

5. Allocation of compliance obligations among Joint Controllers GDPR / UK GDPR

- 5.1 It is anticipated that, in the course of the Charter Agreement, the parties may act as Joint Controllers under the GDPR / UK GDPR, in respect of Joint Processing Activities, from time to time. For example, the parties may collaborate in the course of providing services and, in the course of such cooperation, may jointly determine the purposes and means of Processing.
- 5.2 Except as specifically set out in this Attachment D, each party acting as a Joint Controller shall bear responsibility for its own data protection compliance obligations as a Controller. The parties shall provide one another with all reasonable assistance necessary to demonstrate compliance with applicable Data Protection Laws (in particular, in accordance with Article 24 of the GDPR / UK GDPR).

5.3 The Party or Parties who directly interact with the Data Subjects who are affected by the Joint Controller Activity shall be responsible for providing Data Subjects with notice of those Joint Processing Activities, in accordance with Articles 13 and 14 of the GDPR / UK GDPR. To the extent that no party has any direct interaction with the affected Data Subjects, each Joint Controller shall ensure that it has made the necessary notice available to the affected Data Subjects.

5.4 In the event that any Joint Controller receives a request from a Data Subject to exercise one or more of the rights afforded to Data Subjects under Data Protection Laws, in relation to a Joint Controller Activity that Joint Controller shall:

- (a) promptly notify the other relevant Joint Controller of such request;
- (b) take responsibility for responding to the affected Data Subject, and giving effect to the applicable rights, where appropriate; and
- (c) request any necessary assistance from the other Joint Controller in order to give effect to the rights of the affected Data Subject.

To the extent that either Joint Controller reasonably requires input or assistance from the other Joint Controller in order to give effect to any of the rights afforded to Data Subjects under applicable law, that other Joint Controller shall, at its own expense, provide all such input or assistance without undue delay.

5.5 The Joint Controllers shall each be responsible for ensuring that the principles of data protection by design and by default under applicable law (and, in particular, as set out in Article 25 of the GDPR / UK GDPR) are addressed prior to the commencement of any Joint Controller Activity.

5.6 To the extent that either of the Joint Processing Activities are likely to result in a high risk to the rights or freedoms of Data Subjects, the Joint Controllers shall each be responsible for conducting a Data Protection Impact Assessment and any necessary

prior consultation with the relevant Data Protection Authority under applicable law (and, in particular, under Article 36 of the GDPR / UK GDPR).

- 5.7 Either Joint Controller may appoint one or more Processors to assist it in connection with any of the Joint Processing Activities. In the event that a Joint Controller appoints a processor for these purposes, it shall:
- (a) Do so in accordance with the provisions of applicable law (and, in particular, Article 28 of the GDPR / UK GDPR); and
 - (b) notify the other Joint Controller of such appointment without undue delay.
- 5.8 In the event that either Joint Controller discovers a Personal Data Breach that affects any Joint Controller Activity or any Relevant Personal Data, that Joint Controller shall promptly, and in any event within twenty-four (24) hours of first discovering the Personal Data Breach, notify the other Joint Controller. The Joint Controllers shall collaborate, providing one another with all reasonable assistance necessary to identify the cause of the Personal Data Breach, remedy the Personal Data Breach to the extent possible, or mitigate it where a remedy is not feasible, and determine whether the Personal Data Breach is likely to result in a risk to the rights and freedoms of affected Data Subjects.
- 5.9 Unless the Joint Controllers have first conclusively determined that the Personal Data Breach is unlikely to result in a risk to the rights and freedoms of Data Subjects, the Joint Controller that first discovered the Data Breach shall, within seventy-two (72) hours after that discovery, report the Personal Data Breach to the relevant Data Protection Authority (in accordance with Article 33 of the GDPR / UK GDPR, to the extent applicable).
- 5.10 The Joint Controllers shall work together, providing one another with all reasonable assistance, to provide affected Data Subjects with appropriate

notification of the Personal Data Breach, including information on how affected Data Subjects can protect themselves from the consequences of the Personal Data Breach.

- 5.11 In the event that any Party receives a request from a Data Subject or a Data Protection Authority for information relating to this Attachment D or the relationship between either of the parties as Joint Controllers, that party shall provide to the relevant Data Subject or Data Protection Authority, as appropriate, a summary of the terms of this Attachment D.
- 5.12 The parties acknowledge that, irrespective of the terms of this Attachment D, a Data Subject may choose to exercise any of the rights afforded to Data Subjects under applicable law against either party in its capacity as a Joint Controller.

6. Restricted Transfers

- 6.1 The parties will only transfer, or allow the transfer of, Relevant Personal Data to a country or territory outside of the scope of the laws of the EEA or the United Kingdom in accordance with the provisions of the Data Protection Laws regarding international data transfers.
- 6.2 For the purposes of the cross-border transfer of Relevant Personal Data from the Chapter in the EEA or the United Kingdom to PMI in the United States, the parties have entered into the Standard Contractual Clauses (Modules one and four), attached hereto in Attachment F, and the UK Addendum, attached hereto at Attachment G.
- 6.3 PMI will act as a Controller and a Data Importer, and Chapter may, depending on the circumstances, act as either a Joint Controller in relation to the Joint Controller Activities (Module one of the Standard Contractual Clauses) or a Processor in

relation to the Processor Activities (Module Four of the Standard Contractual Clauses) in each case as a Data Exporter, in the context a transfer of Relevant Personal Data under this Attachment D. It is the responsibility of each party to be clear about its role in respect of any transfer of Relevant Personal Data under this Attachment D, and to consult the other if it is uncertain.

7. Relationship between this Attachment D and the Standard Contractual Clauses

- 7.1 The Standard Contractual Clauses and the UK Addendum are not altered or amended by this Attachment D, and no portion of this Attachment D shall be interpreted as varying or overriding any provision of the Standard Contractual Clauses or the UK Addendum. To the extent that there is any conflict between this Attachment D and the Standard Contractual Clauses or the UK Addendum in relation to cross-border transfers of Relevant Personal Data, the Standard Contractual Clauses and UK Addendum shall govern.
- 7.2 This Attachment D constitutes the entire agreement between the parties with respect to its subject matter, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

ATTACHMENT E – CHAPTER DATA PROCESSING ACTIVITIES

Scope of Processing activities

The Chapter's fulfilment of its obligations under the Charter Agreement will involve contacting individuals on PMI's behalf, with the aim of encouraging those individuals to purchase or renew PMI Chapter memberships.

Duration of the Processing

The Processing of Relevant Personal Data shall continue for the duration of the Term of the Charter Agreement, plus any additional periods explicitly permitted or required under: (i) the Charter Agreement; or (ii) applicable law.

Data Subjects

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

- Prospective PMI Chapter members; and
- Existing PMI Chapter members.

Categories of Relevant Personal Data

The following Relevant Personal Data may be Processed by Chapter:

- Name;
- Date of birth;
- Gender;
- Contact details;
- Location;
- Certification status;
- Company; and
- Preferences.

Special categories of data

No sensitive data shall be transferred under this Agreement.

Data Processing operations

The Relevant Personal Data are Processed for the purposes of contacting individuals on PMI's behalf, with the aim of encouraging those individuals to purchase or renew PMI Chapter memberships as follows:

- Delivery of the Catalog of Core Services and Annual Plan;
- Management of the Charter Renewal Process; and
- Providing Chapter members with information regarding the services.

ATTACHMENT F – STANDARD CONTRACTUAL CLAUSES

MODULE ONE: Transfer controller to controller

MODULE FOUR: Transfer processor to controller

SECTION I

Clause 1

Purpose and scope

- (a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) for the transfer of personal data to a third country.
- (b) The Parties:
 - (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter “entity/ies”) transferring the personal data, as listed in Annex I.A. (hereinafter each “data exporter”), and
 - (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A. (hereinafter each “data importer”)

have agreed to these standard contractual clauses (hereinafter: “Clauses”).
- (c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
- (d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

Effect and invariability of the Clauses

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46 (2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including

the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

- (b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

- (a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
 - (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
 - (ii) Clause 8 - Module One: Clause 8.5 (e) and Clause 8.9(b); Module Four: Clause 8.1 (b) and Clause 8.3(b);
 - (iii) Clause 12 - Module One: Clause 12(a) and (d);
 - (iv) Clause 13;
 - (v) Clause 15.1(c), (d) and (e);
 - (vi) Clause 16(e);
 - (vii) Clause 18 - Module One: Clause 18(a) and (b); Module Four: Clause 18.
- (b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4

Interpretation

- (a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- (c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6

Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7 - Optional

Docking clause

- (a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- (b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.
- (c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

MODULE ONE: Transfer controller to controller**8.1 Purpose limitation**

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B. It may only process the personal data for another purpose:

- (i) where it has obtained the data subject's prior consent;
- (ii) where necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iii) where necessary in order to protect the vital interests of the data subject or of another natural person.

8.2 Transparency

- (a) In order to enable data subjects to effectively exercise their rights pursuant to Clause 10, the data importer shall inform them, either directly or through the data exporter:
 - (i) of its identity and contact details;
 - (ii) of the categories of personal data processed;
 - (iii) of the right to obtain a copy of these Clauses;
 - (iv) where it intends to onward transfer the personal data to any third party/ies, of the recipient or categories of recipients (as appropriate with a view to providing meaningful information), the purpose of such onward transfer and the ground therefore pursuant to Clause 8.7.
- (b) Paragraph (a) shall not apply where the data subject already has the information, including when such information has already been provided by the data exporter, or providing the information proves impossible or would involve a disproportionate effort for the data importer. In the latter case, the data importer shall, to the extent possible, make the information publicly available.
- (c) On request, the Parties shall make a copy of these Clauses, including the Appendix as completed by them, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including personal data, the Parties may redact part of the text of the Appendix prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information.

- (d) Paragraphs (a) to (c) are without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.3 Accuracy and data minimisation

- (a) Each Party shall ensure that the personal data is accurate and, where necessary, kept up to date. The data importer shall take every reasonable step to ensure that personal data that is inaccurate, having regard to the purpose(s) of processing, is erased or rectified without delay.
- (b) If one of the Parties becomes aware that the personal data it has transferred or received is inaccurate, or has become outdated, it shall inform the other Party without undue delay.
- (c) The data importer shall ensure that the personal data is adequate, relevant and limited to what is necessary in relation to the purpose(s) of processing.

8.4 Storage limitation

The data importer shall retain the personal data for no longer than necessary for the purpose(s) for which it is processed. It shall put in place appropriate technical or organisational measures to ensure compliance with this obligation, including erasure or anonymisation of the data and all back-ups at the end of the retention period.

8.5 Security of processing

- (a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the personal data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (hereinafter “personal data breach”). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subject. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.
- (b) The Parties have agreed on the technical and organisational measures set out in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.
- (c) The data importer shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

- (d) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the personal data breach, including measures to mitigate its possible adverse effects.
- (e) In case of a personal data breach that is likely to result in a risk to the rights and freedoms of natural persons, the data importer shall without undue delay notify both the data exporter and the competent supervisory authority pursuant to Clause 13. Such notification shall contain i) a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), ii) its likely consequences, iii) the measures taken or proposed to address the breach, and iv) the details of a contact point from whom more information can be obtained. To the extent it is not possible for the data importer to provide all the information at the same time, it may do so in phases without undue further delay.
- (f) In case of a personal data breach that is likely to result in a high risk to the rights and freedoms of natural persons, the data importer shall also notify without undue delay the data subjects concerned of the personal data breach and its nature, if necessary in cooperation with the data exporter, together with the information referred to in paragraph (e), points ii) to iv), unless the data importer has implemented measures to significantly reduce the risk to the rights or freedoms of natural persons, or notification would involve disproportionate efforts. In the latter case, the data importer shall instead issue a public communication or take a similar measure to inform the public of the personal data breach.
- (g) The data importer shall document all relevant facts relating to the personal data breach, including its effects and any remedial action taken, and keep a record thereof.

8.6 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions or offences (hereinafter "sensitive data"), the data importer shall apply specific restrictions and/or additional safeguards adapted to the specific nature of the data and the risks involved. This may include restricting the personnel permitted to access the personal data, additional security measures (such as pseudonymisation) and/or additional restrictions with respect to further disclosure.

8.7 Onward transfers

The data importer shall not disclose the personal data to a third party located outside the European Union (in the same country as the data importer or in another third country, hereinafter “onward transfer”) unless the third party is or agrees to be bound by these Clauses, under the appropriate Module. Otherwise, an onward transfer by the data importer may only take place if:

- (i) it is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 of Regulation (EU) 2016/679 with respect to the processing in question;
- (iii) the third party enters into a binding instrument with the data importer ensuring the same level of data protection as under these Clauses, and the data importer provides a copy of these safeguards to the data exporter;
- (iv) it is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings;
- (v) it is necessary in order to protect the vital interests of the data subject or of another natural person; or
- (vi) where none of the other conditions apply, the data importer has obtained the explicit consent of the data subject for an onward transfer in a specific situation, after having informed him/her of its purpose(s), the identity of the recipient and the possible risks of such transfer to him/her due to the lack of appropriate data protection safeguards. In this case, the data importer shall inform the data exporter and, at the request of the latter, shall transmit to it a copy of the information provided to the data subject.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.8 Processing under the authority of the data importer

The data importer shall ensure that any person acting under its authority, including a processor, processes the data only on its instructions.

8.9 Documentation and compliance

- (a) Each Party shall be able to demonstrate compliance with its obligations under these Clauses. In particular, the data importer shall keep appropriate documentation of the processing activities carried out under its responsibility.

- (b) The data importer shall make such documentation available to the competent supervisory authority on request.

MODULE FOUR: Transfer processor to controller

8.1 Instructions

- (a) The data exporter shall process the personal data only on documented instructions from the data importer acting as its controller.
- (b) The data exporter shall immediately inform the data importer if it is unable to follow those instructions, including if such instructions infringe Regulation (EU) 2016/679 or other Union or Member State data protection law.
- (c) The data importer shall refrain from any action that would prevent the data exporter from fulfilling its obligations under Regulation (EU) 2016/679, including in the context of sub-processing or as regards cooperation with competent supervisory authorities.
- (d) After the end of the provision of the processing services, the data exporter shall, at the choice of the data importer, delete all personal data processed on behalf of the data importer and certify to the data importer that it has done so, or return to the data importer all personal data processed on its behalf and delete existing copies.

8.2 Security of processing

- (a) The Parties shall implement appropriate technical and organisational measures to ensure the security of the data, including during transmission, and protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (hereinafter “personal data breach”). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature of the personal data, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects, and in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.
- (b) The data exporter shall assist the data importer in ensuring appropriate security of the data in accordance with paragraph (a). In case of a personal data breach concerning the personal data processed by the data exporter under these Clauses, the data exporter shall notify the data importer without undue delay after becoming aware of it and assist the data importer in addressing the breach.

- (c) The data exporter shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

8.3 Documentation and compliance

- (a) The Parties shall be able to demonstrate compliance with these Clauses.
- (b) The data exporter shall make available to the data importer all information necessary to demonstrate compliance with its obligations under these Clauses and allow for and contribute to audits.

Clause 10

Data subject rights

MODULE ONE: Transfer controller to controller

- (a) The data importer, where relevant with the assistance of the data exporter, shall deal with any enquiries and requests it receives from a data subject relating to the processing of his/her personal data and the exercise of his/her rights under these Clauses without undue delay and at the latest within one month of the receipt of the enquiry or request. The data importer shall take appropriate measures to facilitate such enquiries, requests and the exercise of data subject rights. Any information provided to the data subject shall be in an intelligible and easily accessible form, using clear and plain language.
- (b) In particular, upon request by the data subject the data importer shall, free of charge :
 - (i) provide confirmation to the data subject as to whether personal data concerning him/her is being processed and, where this is the case, a copy of the data relating to him/her and the information in Annex I; if personal data has been or will be onward transferred, provide information on recipients or categories of recipients (as appropriate with a view to providing meaningful information) to which the personal data has been or will be onward transferred, the purpose of such onward transfers and their ground pursuant to Clause 8.7; and provide information on the right to lodge a complaint with a supervisory authority in accordance with Clause 12(c)(i);
 - (ii) rectify inaccurate or incomplete data concerning the data subject;
 - (iii) erase personal data concerning the data subject if such data is being or has been processed in violation of any of these Clauses ensuring third-party

beneficiary rights, or if the data subject withdraws the consent on which the processing is based.

- (c) Where the data importer processes the personal data for direct marketing purposes, it shall cease processing for such purposes if the data subject objects to it.
- (d) The data importer shall not make a decision based solely on the automated processing of the personal data transferred (hereinafter “automated decision”), which would produce legal effects concerning the data subject or similarly significantly affect him / her, unless with the explicit consent of the data subject or if authorised to do so under the laws of the country of destination, provided that such laws lays down suitable measures to safeguard the data subject’s rights and legitimate interests. In this case, the data importer shall, where necessary in cooperation with the data exporter:
 - (i) inform the data subject about the envisaged automated decision, the envisaged consequences and the logic involved; and
 - (ii) implement suitable safeguards, at least by enabling the data subject to contest the decision, express his/her point of view and obtain review by a human being.
- (e) Where requests from a data subject are excessive, in particular because of their repetitive character, the data importer may either charge a reasonable fee taking into account the administrative costs of granting the request or refuse to act on the request.
- (f) The data importer may refuse a data subject’s request if such refusal is allowed under the laws of the country of destination and is necessary and proportionate in a democratic society to protect one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679.
- (g) If the data importer intends to refuse a data subject’s request, it shall inform the data subject of the reasons for the refusal and the possibility of lodging a complaint with the competent supervisory authority and/or seeking judicial redress.

MODULE FOUR: Transfer processor to controller

The Parties shall assist each other in responding to enquiries and requests made by data subjects under the local law applicable to the data importer or, for data processing by the data exporter in the EU, under Regulation (EU) 2016/679.

Clause 11

Redress

- (a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

MODULE ONE: Transfer controller to controller

- (b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.
- (c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
 - (i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
 - (ii) refer the dispute to the competent courts within the meaning of Clause 18.
- (d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
- (e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
- (f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12

Liability

MODULE ONE: Transfer controller to controller

MODULE FOUR: Transfer processor to controller

- (a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
- (b) Each Party shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages that the Party causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter under Regulation (EU) 2016/679.
- (c) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- (d) The Parties agree that if one Party is held liable under paragraph (c), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its / their responsibility for the damage.
- (e) The data importer may not invoke the conduct of a processor or sub-processor to avoid its own liability.

Clause 13

Supervision

MODULE ONE: Transfer controller to controller

- (a) The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.
- (b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14

Local laws and practices affecting compliance with the Clauses

MODULE ONE: Transfer controller to controller

MODULE FOUR: Transfer processor to controller *(where the EU processor combines the personal data received from the third country-controller with personal data collected by the processor in the EU)*

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.
- (b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
 - (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
 - (ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards;
 - (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- (c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with

relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.

- (d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- (e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).
- (f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

Obligations of the data importer in case of access by public authorities

MODULE ONE: Transfer controller to controller

MODULE FOUR: Transfer processor to controller *(where the EU processor combines the personal data received from the third country-controller with personal data collected by the processor in the EU)*

15.1 Notification

- (a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
 - (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the

requesting authority, the legal basis for the request and the response provided; or

- (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.
- (b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
- (c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).
- (d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.
- (e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

- (a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).
- (b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the

country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.

- (c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

- (a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- (b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- (c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
 - (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
 - (ii) the data importer is in substantial or persistent breach of these Clauses; or
 - (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

- (d) **MODULE ONE: Transfer controller to controller**

Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data.

MODULE FOUR: Transfer processor to controller

Personal data collected by the data exporter in the EU that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall immediately be deleted in its entirety, including any copy thereof.

The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

- (e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17

Governing law

MODULE ONE: Transfer controller to controller

These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of Belgium.

MODULE FOUR: Transfer processor to controller

These Clauses shall be governed by the law of a country allowing for third-party beneficiary rights. The Parties agree that this shall be the law of Belgium.

Clause 18

Choice of forum and jurisdiction

MODULE ONE: Transfer controller to controller

- (a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- (b) The Parties agree that those shall be the courts of Belgium.

- (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- (d) The Parties agree to submit themselves to the jurisdiction of such courts.

MODULE FOUR: Transfer processor to controller

Any dispute arising from these Clauses shall be resolved by the courts of Belgium).

SCHEDULE 1 TO ATTACHMENT F**APPENDIX CONTAINING ANNEXES APPLICABLE TO MODULE ONE**

**(Where the Chapter transfers Relevant Personal Data to PMI in the context of the Joint
Controller Activities)**

Annex I.A – LIST OF PARTIES
Data exporter(s):
<i>PMI Croatia Chapter, Unska 3, Zagreb 10000, Croatia</i>
Data importer(s):
Project Management Institute, Inc., 18 Campus Boulevard, Newtown Square, PA 19073-3299, USA

Annex I.B – Description of the Transfer
<i>Categories of Data Subjects whose Relevant Personal Data is transferred</i> Category One: Individual customers and individual employees of corporate customers Category Two: individuals who are members of PMI's Chapters located in the EU ("Chapter Members") <i>Categories of Relevant Personal Data transferred</i> Category One: Given name(s); gender; title; contact information (including address and other contact information including personal telephone numbers and email addresses); job title and role / function; purchase history; website login details; shipping information; and billing information. Category Two: Chapter membership information; membership status; dates of membership; payment details relating to membership fees; given name(s); gender; title; contact information (including business address and other contact information including personal telephone numbers

and email addresses); job title and role / function; and delivery information

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

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

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Continuous.

Nature of the processing

The nature of the data processing is specified in respect of each Category of transferred Relevant Personal Data, in the section below.

Purpose(s) of the data transfer and further processing

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

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

The period for which the Relevant Personal Data will be retained, or, if that is not possible, the criteria used to determine that period.

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

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

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing.

Processors and sub-processors may be engaged in order to process Relevant Personal Data for any of the purposes set out in this Annex I.B of Schedule 1 to Attachment F.

Annex I.C – COMPETENT SUPERVISORY AUTHORITY

- [●]

Annex II – TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

See Agreement and applicable Policies.

SCHEDULE 2 TO ATTACHMENT F

APPENDIX CONTAINING ANNEXES APPLICABLE TO MODULE FOUR

**(Where the Chapter transfers Relevant Personal Data to PMI in the context of the
Processor Activities)**

Annex I.A – LIST OF PARTIES
Data exporter(s):
PMI Croatia Chapter, Unska 3, Zagreb 10000, Croatia
Data importer(s):
Project Management Institute, Inc., 18 Campus Boulevard, Newtown Square, PA 19073-3299, USA
Annex I.B – Description of the Transfer
<i>Categories of Data Subjects whose Relevant Personal Data is transferred</i> Category One: Individual customers and individual employees of corporate customers Category Two: individuals who are members of PMI’s Chapters located in the EU (“Chapter Members”) <i>Categories of Relevant Personal Data transferred</i> Category One: Given name(s); gender; title; contact information (including address and other contact information including personal telephone numbers and email addresses); job title and role / function; purchase history; website login details; shipping information; and billing information. Category Two: Chapter membership information; membership status; dates of membership; payment details relating to membership fees; given name(s); gender; title; contact information (including business address and other contact information including personal telephone numbers and email addresses); job title and role / function; and delivery information

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

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

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Continuous.

Nature of the processing

The nature of the data processing is specified in respect of each Category of transferred Relevant Personal Data, in the section below.

Purpose(s) of the data transfer and further processing

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

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

The period for which the Relevant Personal Data will be retained, or, if that is not possible, the criteria used to determine that period

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

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

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing.

Processors and sub-processors may be engaged in order to process Relevant Personal Data for any of the purposes set out in this Annex I.B of Schedule 2 to Attachment F.

Annex I.C – COMPETENT SUPERVISORY AUTHORITY

- [●]

ATTACHMENT G – UK ADDENDUM**International Data Transfer Addendum to the EU Commission Standard Contractual Clauses****VERSION B1.0, in force 21 March 2022**

This UK Addendum has been issued by the Information Commissioner for parties making restricted transfers. The Information Commissioner considers that it provides appropriate safeguards for restricted transfers when it is entered into as a legally binding contract.

Part 1: Tables**Table 1: Parties**

Start date	The date of the Charter Agreement	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	The Chapter, as in the Charter Agreement	Project Management Institute, Inc., 18 Campus Boulevard, Newtown Square, PA 19073-3299, USA
Key Contact	<i>gordan.krcelic@pmi-croatia.hr</i>	<i>Privacy@pmi.org</i>
Signature (if required for the purposes of Section 2)	N/A	N/A

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs	The version of the Standard Contractual Clauses which this UK Addendum is appended to, detailed below including the Appendix Information, set out in Attachment E above.
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Table 3: Appendix Information

“**Appendix Information**” means the information which must be provided for the selected modules as set out in the Appendix of the Standard Contractual Clauses (other than the parties), and which for this UK Addendum is set out in:

Annex I.A: List of Parties: see above.
Annex I.B.: Description of Transfer: See Annex I.B of Schedule 1 to Attachment E (in the case of controller-to-controller transfers) or Annex I.B of Schedule 2 to Attachment E (in the case of processor-to-controller transfers).
Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: See Annex II of Schedule 1 to Attachment E.

Table 4: Ending this UK Addendum when the Approved UK Addendum Changes

“**Approved UK Addendum**” means the template UK Addendum issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18.

Ending this UK Addendum when the Approved UK Addendum changes	Which parties may end this UK Addendum as set out in Section 19: ☐ Importer ☐ Exporter ☒ neither Party
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Part 2: Mandatory Clauses

Mandatory Clauses	Part 2: Mandatory Clauses of the Approved UK Addendum, being the template UK Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.
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