



DATA MANAGEMENT ASSOCIATION INTERNATIONAL

2017 Affiliation Agreement

THIS AGREEMENT is entered into this

by and between

Data Management Association International (“DAMA-I”)

of PO Box 1045, Bothell, WA 98011, United States,

and DAMA Australia

(“CHAPTER”)

at St Ives Chase, NSW, Australia

INTRODUCTION

DAMA-I is a 501(c)(6) not-for-profit organization serving the information and data management needs of data management professionals worldwide and DAMA members; and

CHAPTER is a not-for-profit organization, serving the information and data management needs of data management professionals in the geographical location of ; and

The goals, mission, vision and operating bylaws of DAMA-I and CHAPTER share many similarities.

CHAPTER enters into this agreement with the understanding that any provisions that are contrary to local laws or regulations do not apply to CHAPTER, but that all other provisions of this agreement continue to apply to CHAPTER

Both DAMA-I and CHAPTER have decided to affiliate to: (a) strengthen both organizations by complementing and deepening the skill sets each have to provide their members with products and services that better meet their information and data management needs; and, (b) support their shared objectives in the recognition of the value and importance of data management as a skill and as a profession and provide more value-added services to their respective members.



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Therefore, both parties agree to the following terms and conditions:

1. Independent affiliation:

- a) DAMA-I and CHAPTER will remain separate entities with separate Boards of Directors and bylaws and will maintain separate addresses
- b) CHAPTER Legal Status: CHAPTER must be established and registered as a legal, tax exempt, non-profit organization in their jurisdiction. CHAPTER must provide all appropriate documentation to DAMA-I upon affiliation, such as copies of their registration documents.
- c) DAMA-I retains sole right and possession of its trademarks. Examples of registered DAMA-I trademarks include "DAMA", "DAMA International" and the DAMA Globe logo. CHAPTER may place the DAMA-I logo and the statement "an affiliated chapter of DAMA International" on its web site and stationary to indicate this affiliation, as long as all terms and requirements of this affiliation agreement are fulfilled.
- d) DAMA-I retains sole right and possession of its intellectual property in existence prior to this agreement; CHAPTER retains sole right and possession of its intellectual property in existence prior to this agreement. All intellectual property developed thereafter by DAMA-I will be the sole right and possession of DAMA-I and all intellectual property developed thereafter by CHAPTER will be the sole right and possession of CHAPTER. Intellectual property developed in partnership will have its right and possession established as part of the agreement that is made to develop such intellectual property on a case by case basis

2. Membership and Activities:

- a) In order for CHAPTER officers to have the right to be nominated and elected to the DAMA-I Board of Directors, CHAPTER agrees to adopt and abide by the DAMA-I bylaws and code of ethics in conducting its business.
- b) DAMA-I Website Access: DAMA-I will provide CHAPTER officers and members access to its website so that CHAPTER can conduct business as an affiliated chapter of DAMA-I and so that CHAPTER members can gain access to information and services provided by DAMA-I to all its members. Should CHAPTER develop and maintain a website, CHAPTER at its sole discretion may continue to maintain its website on its current platform or may choose to use DAMA-I's website platform to maintain its website. If CHAPTER uses DAMA-I's website, CHAPTER must comply with all the requirements established by DAMA-I for using the DAMA-I website.
- c) Should CHAPTER develop and maintain a website, CHAPTER's website must be maintained and contain current, updated information to be considered as a website affiliated with DAMA-I. All website pages must be copyrighted with the current year, and all contact information (officers' names, contact information, etc.) must be correct and all links to email addresses and posted documents must be enabled



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and working at all times for the website to be considered as “maintained to DAMA-I standards”.

- d) CHAPTER Bylaws: CHAPTER will establish and maintain chapter bylaws that are materially consistent with the bylaws of DAMA International. The CHAPTER bylaws must have core elements that include the non-profit status of CHAPTER, recognize affiliation with the DAMA International organization, and must contain a goal that states “CHAPTER meets regularly (stated period) for educational and information sharing purposes concerning data and information management”.
- e) CHAPTER Board of Directors. CHAPTER Bylaws must include the identification of a chapter board of directors / officers and their election cycle and election process, the main duties of each officer and other relevant information. CHAPTER Board Members are encouraged to become DAMA-I members.
- f) CHAPTER Elections: CHAPTER will hold chapter board elections according to the election cycle stated in its bylaws, and inform DAMA-I of the occurrence of these elections and of contact information for all chapter board officers. This information must be delivered to info@dama.org within thirty (30) days of each chapter election, and within thirty (30) days of any non-election chapter officer appointment.
- g) CHAPTER Activities: All activities of CHAPTER will be governed by the DAMA-I Code of Ethics and must be of a non-profit nature, without exclusive reliance on specific vendors for support of any CHAPTER activities. CHAPTER must be vendor independent, as stated in the DAMA-I Code of Ethics and any provable incident of for-profit behavior will be deemed to be cause for abrogation of this agreement and possible action against CHAPTER by DAMA-I.
- h) Membership Information: Any personal information collected by CHAPTER must comply with local privacy regulations. DAMA-I's collection of any member information will comply with all regulations of the US Federal Government and the State of Washington.
- i) DAMA-I Membership: members in good standing with CHAPTER will receive DAMA-I membership with all the rights and obligations that such membership conveys, in return for payment of DAMA-I membership dues. The options available for DAMA-I membership are:
 - **Full Affiliate Members:** a member who has self-registered in the DAMA-I Membership Database, remains current with annual DAMA-I membership dues payments, and who is a member of a DAMA-I recognized chapter. Full Affiliate Members must have their contact information in the DAMA-I database to have access to DAMA-I member benefits offered via the web (e.g., access to web members’ only pages, DAMA-I discounts, DMBOK access, etc.)
 - **Local Affiliate Members:** Members of DAMA-I affiliated chapters who decline to register in the DAMA-I Membership Database and do not pay annual DAMA-I



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membership dues. These members will not have access to DAMA-I member benefits, but will have all the benefits of CHAPTER chapter membership.

- **DAMA-I Only Members:** A member who has self-registered in the DAMA-I Membership Database, remains current with annual DAMA-I membership dues payments, and is not a member of a recognized chapter. A Full Affiliate Member whose chapter becomes un-affiliated with DAMA-I will automatically become a DAMA-I Only Member.

3. Affiliation Fees.

In consideration for providing CHAPTER officers and members the DAMA-I membership benefits and the rights accorded to members of DAMA International, CHAPTER will pay DAMA-I an annual affiliation fee as set forth by the DAMA-I Board of Directors. This fee is established each year by the DAMA-I Board of Directors and is to be paid by all affiliated chapters as directed by the DAMA-I Board, its bylaws and its operating practices, according to a published schedule. CHAPTER must maintain proper payment history to be considered an affiliated chapter of DAMA-I.

4. Financial Audits, Reporting and Information Delivery.

- CHAPTER shall provide the following documents to DAMA within thirty (30) days of receipt, issuance or modification: (a) current copies of the CHAPTER Bylaws; (b) annual DAMA International Code of Ethics Certificates signed by its officers (by January 30); (c) written notice of litigation or threat of litigation, brought against CHAPTER or its officers or directors in their capacity as such; and, (d) written notice of any audit or review by tax authorities, or action taken, or threatened to be taken, by any such authorities that may adversely affect the tax-exempt status of CHAPTER, as local codes or laws may allow.
- CHAPTER will appoint an officer to participate as its representative to the DAMA-I Presidents' Council in adherence to the participation rules of the Presidents' Council as stated in the DAMA-I bylaws.

5. Debts, Liabilities and Obligations.

- DAMA-I and CHAPTER acknowledge the independent status of CHAPTER and agree that DAMA-I is not liable, and shall not be held out by CHAPTER as being liable, for any of CHAPTER's contracts, torts, or other acts or omissions of its Directors or Officers
- DAMA-I shall have no obligation to provide any legal defense for CHAPTER, or its Directors or Officers in the event of any claim against any of them
- DAMA-I and CHAPTER acknowledge the independent status of DAMA-I and agree that CHAPTER is not liable, and shall not be held out by DAMA-I as being liable, for



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any of DAMA-I's contracts, torts, or other acts or omissions of its Directors or Officers

- d) CHAPTER shall have no obligation to provide any legal defense for DAMA-I, or its Directors or Officers in the event of any claim against any of them.
- e) Disregarding any provisions of this agreement will cause a review by the DAMA-I Board of Directors, and CHAPTER must respond to inquiries by DAMA-I concerning the situation and its resolution

6. Cancellation.

This agreement shall be cancelled upon ninety (90) days detailed written notice by either party.

7. Effective Date

For all paragraphs that contain mention of DAMA-I Membership, these requirements will become effective 30 days after the agreement has been signed or 90 days after DAMA-I Membership becomes available, whichever is later.

8. Signatures:

DAMA International
Sue Geuens, President

DAMA

Australia

David Wiebe, President

Signature: Sue Geuens
Sue Geuens (May 16, 2017)

Email: sue.geuens@dama.org









2017 DAMA-I Chapter Affiliation Agreement Australia

Adobe Sign Document History

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