

IIBA CHAPTER AFFILIATION AGREEMENT

THIS CHAPTER AFFILIATION AGREEMENT (the "Agreement"), is made this 03 day of May, 2024, by and between International Institute of Business Analysis ("IIBA" or "Institute"), a corporation incorporated under the Canada Corporations Act R.S., 1970, c. C-32 with its principal place of business in the City of Pickering, Province of Ontario, Canada and IIBA Bangalore Chapter ("Chapter"), with its principal place of business in Bangalore (collectively the "Parties", individually a "Party").

NOW THEREFORE in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, the Parties agree as follows:

ARTICLE I - DEFINITIONS

- a) "Branch" is a subdivision of an IIBA country-level Chapter established to serve a particular geographic area. A branch will typically operate with a smaller team of volunteers but will always be under the governance and within the legal and financial structure of a Chapter.
- b) "Chapter" is a local and independent representation of IIBA and is responsible for advancing the mission and goals of IIBA within its assigned Territory. Chapter activities should serve the needs and interests of the members within a Territory while adhering to the broader objectives and guidelines of IIBA. Chapters help expand the reach and impact of IIBA by fostering engagement and networking opportunities at the regional and local level.
- c) "Chapter in Good Standing" is defined as a Chapter that meets the requirements and criteria set by IIBA to maintain its official status as defined in the Chapter Affiliation Requirements, Appendix 1, a document updated from time to time and published to each Chapter, incorporated herein by reference.
- d) "Code of Ethical Conduct" is a code of conduct prescribed by IIBA's Bylaw Number Seven that applies to all Members, Chapters, Partners and Certification holders.
- e) "Confidential Information" includes but is not limited to member and non-member personal information; processes, designs, discoveries, inventions, computer programs, writings, and intellectual property disclosed by IIBA to the Chapter under this Agreement; any information disclosed by IIBA to the Chapter that is either labelled as such or that should reasonably be understood to be confidential given the nature of the information.
- f) "Member" or "Member in Good Standing" means a person who has met the criteria for membership set out in Article 2 of Bylaw Number 7 of the Institute and, generally, is a member who has paid current IIBA membership fees and whose membership is not under suspension or has been terminated by IIBA.
- g) "Territory" is the geographic area established and defined by IIBA for a Charter being granted. Without limitation, IIBA generally establishes Territory at the city/region level in Canada, the United States, and India and, in all other countries, at the country level.

- h) “Exclusive sponsorship agreements “refer to contracts or arrangements wherein the Chapter agrees to exclusively promote, endorse, or collaborate with a single corporate partner to the exclusion of other potential partners.

ARTICLE II - CHARTER

- a) Grant of Charter. Subject to the terms and conditions set out in this Agreement, IIBA hereby grants to Chapter a limited, non-exclusive, revocable, and non-transferable Charter (“Charter”) to be a Chapter of IIBA in Bangalore, India (the “Territory”), pursuant to, and in accordance with the objectives as set forth below.
- b) Territory. The Chapter acknowledges and agrees that designation as Chapter is non-exclusive in the Territory and that IIBA may, in its sole discretion, re-define the Territory, designate other Chapters in the Territory, or sponsor, conduct programs, accept members, and perform other activities within the Territory. The Chapter further acknowledges that its activities and scope of work are to be focused on, and limited to, its Territory, and any activity that is being considered outside the Territory shall only be undertaken with the advance written permission of IIBA.
- c) Term. The initial term of this Agreement shall be one (1) year commencing on the effective date set forth above.
- d) Renewal. This Agreement shall automatically renew annually thereafter for twelve-month periods, subject to any termination or surrender reasons specifically outlined in this Agreement, either directly or by reference. IIBA reserves the right, at its sole discretion, to revise this agreement periodically.
- e) Authorized Activities. IIBA specifically authorizes the Chapter to conduct activities within the Territory to advance the Chapter’s objectives of:
- i. Advance the profession and discipline of business analysis;
 - ii. Support opportunities for members to network with, and gain knowledge from, experienced business analysis professionals as well as industry and government leaders;
 - iii. Provide access for members to resources and forums for sharing expertise, expressing professional opinions and building a reputation within the industry;
 - iv. Provide opportunities for learning about business analysis practices;
 - v. Build and maintain a sufficient level of financial security, sustainability and autonomy at the Chapter level to sustain the Chapter;
 - vi. Such other activities as may be consistent with the mission and purposes of IIBA and in which IIBA may from time to time authorize the Chapter to engage.
- f) Chapter Marks. The Chapter is authorized to use the name IIBA Bangalore Chapter (“Chapter Name”),” and the Chapter logo. Chapter has the authority to use such Chapter logo in connection with the Chapter’s activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines prescribed by IIBA and provided to the Chapter.

ARTICLE III - MEMBERSHIPS

As a condition of the charter grant, the Chapter agrees to carry out and abide by the following terms and conditions when accepting members for its Chapter:

- a) Member in Good Standing. A Chapter member must be a Member in Good Standing of IIBA as defined herein. The Chapter shall only accept as a member any individual who is currently an IIBA member. Only Members in Good standing of IIBA can vote in Chapter elections and hold Chapter officer roles. The terms and conditions of membership in IIBA shall be determined exclusively by IIBA.
- b) Chapter members must choose one specific Chapter to which they belong. Members may choose to belong to any one Chapter, without restriction.
- c) Membership Fees. No Chapter may charge additional or local membership fees.
- d) Termination of Chapter Membership. Membership in the Chapter shall terminate upon one of the following events:
 - i. Any reason for termination or suspension of membership under the terms of IIBA Bylaw Number 7 or in this Agreement;
 - ii. A Member's selection in their IIBA profile of another Chapter.
- e) Revocability of Affiliation Terms. IIBA holds exclusive authority to revoke the Affiliation Agreement or modify its terms in their entirety.

ARTICLE IV - OBLIGATIONS OF IIBA

IIBA agrees to carry out the following obligations:

- a) IIBA agrees to engage in activities to further the objectives of IIBA as set out in IIBA's Bylaws.
- b) IIBA has the sole authority and responsibility to enforce the IIBA Member Code of Ethical Conduct.
- c) IIBA provides governance oversight to all Chapters, requiring the submission of audited financial statements, corporate structures, policies, compliance reports and AGM materials or outcomes, which collectively support transparency, accountability, adherence to IIBA standards, and demonstration of acceptable governance processes.
- d) IIBA holds responsibility for collection and disbursement of chapter membership fees. Unless prohibited by law, IIBA transfers a Chapter fee allocation (above a minimum threshold amount) to the Chapter for each eligible Member. IIBA generally defines eligible members as individual members and may, at its sole discretion, choose to transfer additional allocation amounts to chapters from other sources such as student or other types of membership, partnerships or programs. In the event that the monthly transfer amount does not meet the minimum threshold amount, IIBA will hold the transfer amounts until they reach the threshold amount. In event that IIBA is prohibited by law from transferring any funds to the Chapter, IIBA will hold these funds in trust until such time as the prohibition is no longer in effect.

ARTICLE V - OBLIGATIONS OF THE CHAPTER

The Chapter agrees to carry out the following obligations under this Agreement:

- a) **Legal Compliance.** A Chapter shall be in compliance with and always conduct its activities in accordance with the applicable laws, regulations and other legal standards of the jurisdiction in which the Chapter is located.
- b) **Director Independence.** No more than two of a Chapter's Board of Directors shall be employed by or engaged in a material contractual relationship with the same or an affiliated organization.
- c) **Board Member Term Limits:** No Board Member shall serve on a Chapter's Board of Directors in any capacity for longer than eight consecutive years.
- d) **Incorporation.** A Chapter is required to incorporate as a not-for-profit entity in their local jurisdiction. Once the Chapter is or becomes incorporated, it shall provide to IIBA a copy of the constating documents of the corporation, such as the articles of incorporation or letters patent. The Chapter agrees that any amendments to its constating documents will be submitted to IIBA. IIBA recognizes that the process of incorporation may require significant time in some jurisdictions and may charter a Chapter after incorporation has been initiated but before it has been completed. However, IIBA reserves the right in its sole discretion to revoke a Charter grant in the event that incorporation is not forthcoming on a reasonable timetable.
- e) **Bylaws.** A Chapter shall establish, maintain, and submit Bylaws defining its internal governance structure, operational procedures, and decision-making processes, aligning with the IIBA Bylaws, standards, and this agreement. The Chapter is required to provide IIBA with its Chapter Bylaws within 30 days of its approval, and any subsequent changes or versions.
- f) **Business Plan Sharing.** A Chapter shall develop and maintain a comprehensive business plan outlining its strategic objectives, activities, and financial projections. Chapter agrees to share its business plan with IIBA on an annual basis or upon request by IIBA for review and feedback.
- g) **Compliance with Chapter and IIBA Bylaws.** A Chapter shall always conduct its activities in accordance with the Chapter Bylaws and shall always comply with the terms set out in IIBA Bylaws and IIBA policies, procedures, rules and directives.
- h) **Reporting and Record Keeping.**
 - i. The Chapter shall maintain records related to all its programs, activities, finances, corporate, tax-exempt status, and operations, and all such records shall be maintained and made available to IIBA in the chapter engagement platform prescribed by IIBA.
 - ii. The Chapter shall maintain a record of the start and end of all Board of Directors' terms.
 - iii. All records containing member personal information shall be kept in IIBA repositories, including the chapter engagement platform and the IIBA Association Management System. Any records printed or created outside of an IIBA repository should be destroyed in accordance with the IIBA Privacy Policy and the local privacy rules of the Chapter's jurisdiction.

- iv. The Chapter shall submit to IIBA annually its latest financial statements, and Annual General meeting minutes no later than 30 days after the Annual General Meeting of the Chapter. The Chapter shall maintain all records related to its corporate and tax-exempt status and shall forward to IIBA copies of its constating documents such as Articles of Incorporation, Bylaws and, if applicable, tax exemption determination letter from the governmental authority of its jurisdiction.
- i) If the Chapter is not incorporated, within three months of the close of its accounting period, the Chapter shall submit an annual report of its financial status. The report of financial status must be prepared by the Treasurer and approved by the Chapter Board of Directors and contain:
 - i. all amounts received including fees and non-fee revenue;
 - ii. all payments made including the payee and a statement of purpose;
 - iii. all outstanding debts for the year;
 - iv. a copy of the year end statement from all bank accounts for the Chapter summarizing the year's activities.
- j) Audit. Upon the written request of IIBA, with reasonable notice, and at IIBA's expense, the Chapter shall permit IIBA or IIBA's designated agent to review the Chapter's business, membership, and financial records. This audit is distinct from the Chapter's regular audits and may be conducted at IIBA's discretion.
- k) Branches. The Chapter may create and administer Branches within the Territory only upon receiving prior written approval from IIBA. The Chapter shall be responsible and accountable for the management of its branches.
- l) Programs and Activities. The Chapter shall endeavour to conduct programs and activities that further the purposes and objectives of IIBA and shall use its best efforts to ensure that such programs and activities are of the highest quality with respect to content, materials, logistical preparation, and otherwise. The Chapter shall endeavour to use, to the extent possible, materials available from IIBA to support the Chapter's programs and activities. The Chapter shall send to IIBA on a regular basis a schedule of upcoming meetings, conferences and seminars, as well as other programs and activities that the Chapter intends to sponsor or conduct.
- m) Chapter Website and Domain. IIBA will provide the Chapter's official website and internet domain name, hosted with an internet service provider of IIBA's choosing on IIBA's provisioned Chapter platform. The Chapter shall not create or maintain an additional website or domain name outside of this platform and will, with IIBA's approval, either abandon domain name renewal or transfer any additional or historical domains that may have been established to IIBA.
- n) Restrictions. A Chapter is restricted from conducting the following activities:
 - i. A Chapter shall not grant nor endow any individual accreditation or certification with respect to that individual on behalf of IIBA.
 - ii. A Chapter shall not enter into exclusive sponsorship agreements with IIBA Program Partners.

- iii. A Chapter may conduct study groups where members meet in learning or exam preparation settings but may not conduct formal training.
- iv. A Chapter may not provide commercial services, such as consulting, advisory or any equivalent type to institutional, corporate, academic or any other enterprise.
- v. A Chapter will establish appropriate guidelines for events and activities regarding sponsorship activity to ensure that vendors and sponsors are not in a position to exercise undue influence on chapter activities or members.

ARTICLE VI - REPRESENTATIONS AND WARRANTIES

The Chapter makes the following representations and warranties:

- a) Conduct. The Chapter warrants that it will abide by the Code of Ethical Conduct, and it will distribute same to all its Chapter Officers on an annual basis for review and sign-off.
- b) Not-for-Profit Entity. The Chapter warrants that it is and will remain a not-for-profit entity in good standing or the equivalent of a not-for-profit entity under the applicable laws of the jurisdiction of the Chapter. The Chapter warrants that it is not a charitable organization and will not take any steps to apply for charitable status.
- c) Compliance with IIBA Bylaws. The Chapter warrants that its Bylaws are and will remain consistent in all respects with the IIBA Bylaws.
- d) The Chapter warrants that any updates to Chapter Bylaws will be communicated in writing to IIBA within 30 days of their establishment or approval.
- e) Compliance with Laws. The Chapter represents that it is, and will remain, in full compliance with all applicable laws, regulations and other legal standards, including but not limited to securing permits, licenses and other governmental approvals that may be required in the Territory in connection with its performance under this Agreement. Furthermore, the Chapter warrants that it shall make all required filings, such as annual corporate reports and tax filings that may affect its corporate or tax status.

ARTICLE VII - LICENSES

- a) License of Trademarks. Subject to the terms and conditions in this Agreement, IIBA hereby grants a limited, non-exclusive, non-transferable, and revocable license (without the right to sublicense) to the Chapter to use the trade-marks currently published at <https://www.iiba.org/about-iiba/brand-centre-brand-identity-marketing-media/trademarks-and-guidelines/>.
- b) Attribution. The Chapter shall give public notice on documents, signage, advertisements, websites, and other materials on which the Marks are affixed that the Mark in use is wholly owned by IIBA and is used under license granted by IIBA.
- c) Use. The Chapter may use the IIBA logo on its business cards, brochures, advertisements, websites, and business materials for the purpose of identifying itself as a Chapter of IIBA. The Marks may be used by the Chapter only for official Chapter related purposes. The Chapter

shall not permit any third party to use the Marks, the IIBA corporate name, or any trademark or name substantially similar thereto without IIBA's express prior written approval.

- d) Restrictions. The Marks may not be used for individual, personal, or professional gain or other private benefit, or in any manner that IIBA determines in its sole discretion, discredits, or tarnishes the reputation and goodwill of IIBA. The Marks may not be used in a manner that is false, misleading or deceptive, that violates the rights of others, violates any law, mischaracterizes the relationship between IIBA and the Chapter, or that is averse to the best interests of IIBA.
- e) The Chapter agrees not to revise or alter any of the Marks in any way, or to adopt or use any part or any of the Marks either alone or in combination with other words or any other marks.
- f) The Chapter agrees it will not file applications to register any of the Marks, the IIBA corporate name, or any trademark or name substantially similar thereto.
- g) Guidelines. The Chapter agrees that any content on its localization of the IIBA Chapter platform and print and digital materials shall comply with IIBA's trademark and brand guidelines, currently published at <https://www.iiba.org/about-iiba/brand-centre-brand-identity-marketing-media/trademarks-and-guidelines/>. The Chapter confirms on execution of this agreement that it has familiarized itself with the data referred to in this article. IIBA reserves the right to alter or amend these guidelines at any time and without notice to the Chapter.
- h) IIBA may terminate this license at any time for any reason, at its sole discretion, including but not limited to, if the Chapter is in breach of any of the terms and conditions of this Agreement.
- i) Upon the termination of this Agreement or termination of this license, the Chapter agrees to remove the Marks from its business cards, brochures, advertisements, websites, documents, and business materials, and to cease any and further use of any of the Marks. The Chapter's obligations to protect the Marks shall survive the revocation, surrender or termination of this Agreement.
- j) Owner. The Chapter acknowledges that it does not own any interest in any of the Marks or any other trademarks owned by IIBA. The Chapter agrees that IIBA is the sole and exclusive owner of, and maintains all rights, title, and interest thereto including, without limitation, all intellectual property rights in the Marks.
- k) Disclaimer. Use of the Marks under this license does not imply IIBA's approval or endorsement of the products, activities, or services offered by the Chapter.
- l) The Marks are provided on an "as is" basis and IIBA makes no representations or warranties, express or implied, with respect to the Marks. IIBA will not be responsible for any loss or damages of any kind whatsoever sustained by any party and howsoever caused, with respect to the use of any of the Marks. This disclaimer shall survive the termination of this Agreement.
- m) License of Copyrights. The Chapter may use IIBA copyrighted material only after requesting permission from IIBA. Chapter members may not use IIBA copyrighted material without obtaining IIBA permission.

ARTICLE VIII - CONFIDENTIAL INFORMATION

- a) Confidential Information. The Chapter acknowledges and agrees that any Confidential Information that it receives from IIBA is privileged and confidential and is only made available to the Chapter for purpose of performing this Agreement. The Chapter agrees that disclosure of IIBA's Confidential Information, in its original form or by way of summary or analysis, to any person could cause IIBA irreparable harm and damage. Accordingly, the Chapter agrees to always hold IIBA's Confidential Information secret and in strict confidence and will not disclose Confidential Information in its original form, or in summary or analysis form to any person, except as provided in this Agreement.
- b) Restrictions. The Chapter agrees not to use IIBA's Confidential Information for personal benefit or for the benefit of third parties, including but not limited to:
 - i) assisting individuals preparing for examinations conducted by IIBA;
 - ii) sharing of confidential information during private instruction, workshops, or training programs;
 - iii) development, modification, or enhancement of training programs, courses, or workshops based on this confidential information; and,
 - iv) promoting specific training programs, courses, or workshops and using the knowledge that the Chapter has been exposed to through participation with IIBA.
- c) Termination of Agreement. Upon termination of this Agreement and in the absence of further agreement between the Parties, or upon IIBA's request at any time:
 - i) the Chapter shall cease all use of IIBA's confidential information;
 - ii) the Chapter shall promptly return to IIBA all tangible confidential information of IIBA, including all copies, reproductions, summaries, memos, correspondence or compilations, so that it no longer has any of such information in its possession or under its control in any format whatsoever, including without limitation electronic and paper formats;
 - iii) the Chapter shall cease any and all work in connection with and any further use of IIBA's confidential information;
 - iv) the Chapter's duty of confidentiality under this Agreement and law survives the termination or completion of this Agreement.
- v) Limitations. The limitations regarding use and disclosure referred to in Article 8 of this Agreement shall not apply to any part of the confidential information that is
 - (1) in the public domain, or subsequently disclosed to the public other than by breach of this Agreement;
 - (2) independently developed by the Chapter without reference to the confidential information;
 - (3) disclosed by the Chapter with the prior written approval of IIBA;
 - (4) lawfully disclosed to the Chapter by a third party without breach of this Agreement; or
 - (5) required by law to be disclosed.
- vi) Disclaimer. This Agreement shall not be construed as granting or conferring any rights, title, or interest, by license or otherwise, in and to any confidential information disclosed

pursuant to this Agreement and shall not grant to the Chapter any rights in IIBA's confidential information or in its products, business or operations.

ARTICLE IX - RELATIONSHIP OF PARTIES

- a) Nothing herein shall create any joint venture, employment relationship, partnership, or agency relationship of any kind between the parties.
- b) Unless expressly agreed to in writing by the parties, neither Party is authorized to incur any obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement, or to represent to any third party that the Chapter is an agent of IIBA.
- c) Limitation of Liability. IIBA will in no way be responsible for damages of any kind incurred by the Chapter or its individual members.
- d) Indemnification. Chapter shall indemnify, defend and hold harmless IIBA and its affiliates and all of their respective agents, directors, officers, employees, information parties, service parties, suppliers, licensors and licensees, and all other related, associated, or connected persons (the "Indemnified Parties") from and against any and all liabilities, expenses and costs, including without limitation reasonable legal fees and costs, incurred by the Indemnified Parties in connection with any claim or demand arising out of, related to, or connected with this Agreement or the chapter operations.

ARTICLE X - TERMINATION OR SURRENDER

- a) Termination of Charter. IIBA may terminate this Agreement if it determines that the conduct of the Chapter is in breach of any provision of this Agreement. If IIBA determines that the Chapter is in breach of this Agreement, IIBA shall send written notice to the Chapter specifying the breach and give the Chapter thirty (30) days to cure the alleged breach. If IIBA determines, in its sole discretion, that the Chapter has not rectified the alleged breach, IIBA shall give notice to the Chapter that this Agreement is terminated, and legal action may be taken as warranted in the circumstances.
- b) Termination of Charter without cause. IIBA may terminate this Agreement without cause by providing at least thirty (30) days written notice to the Chapter of its intention to terminate this Agreement.
- c) Surrender of Charter. The Chapter may surrender its charter by delivering to IIBA written notice of its intention to do so no less than thirty (30) days prior to the effective date of surrender.
- d) Board Vacancy. IIBA at its sole discretion may terminate this Agreement where the Chapter's Board of Directors has been vacant for thirty (30) or more days. For clarity, where this Agreement has been terminated, the Chapter's Charter is also deemed to be revoked.

ARTICLE XI - GENERAL

- a) Language. All communications between IIBA and the Chapter shall be in the English or French languages.
- b) Entire Agreement. This Agreement and the accompanying schedules constitute the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written of the Parties relating to the subject matter of this Agreement.
- c) Waiver. No waiver of any provision of this Agreement shall be binding unless it is in writing and signed by IIBA and the Chapter. No indulgence or forbearance by a Party shall constitute a waiver of such Party's right to insist on performance in a full and timely manner of all covenants in this Agreement. Waiver of any provision shall not be deemed to waive the same provision thereafter, or any other provision of this Agreement at any time.
- d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and Canada. Each Party hereby consents to the jurisdiction of the federal and provincial courts located within the Province of Ontario.
- e) Assignment. Neither this Agreement nor any of the rights and obligations arising from it shall be assignable in whole or in part by the Chapter, except with the prior written approval of IIBA which may be withheld.
- f) Affiliates, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each Party, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, successors, and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.
- g) Headings. The headings of the various paragraphs hereof are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify, or place any construction upon any of the provisions of this Agreement.
- h) Privacy. The Parties agree to fully cooperate to keep confidential all the information required to be kept confidential under the applicable privacy legislation of the Territory. Chapters are responsible for knowing and abiding by the privacy legislation of the Territory.
- i) Paramountcy of Privacy Policy. Except where required by the privacy legislation of the Territory, any discrepancy between the privacy policies of the Chapter and the privacy policies of IIBA shall be resolved in favour of the privacy policies of IIBA.
- j) Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
- k) Severability. If any immaterial covenant, obligation or agreement of this Agreement, or the application thereof, to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each covenant, obligation and agreement in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

- l) Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation, or order (whether valid or invalid) of any governmental body.
- m) Paramountcy: In case of conflict among the languages of the Chapter Bylaws, the IIBA Bylaws, or the Chapter Affiliation Agreement, the language of the IIBA Bylaws shall take precedence, followed by the Chapter Affiliation Agreement.
- n) Notice. All notices and demands of any kind or nature that either party may be required or may desire to serve upon the other in connection with this Agreement shall be sent electronically in writing to the following:

If to IIBA: chapter@iiba.org

Attention: Director, Chapters & Member Engagement

If to the Chapter:

IIBA Bangalore Chapter

C205, Nipuna Heritage, 11th B Cross, Virupaks

Attention: Vikas Mathad

DISCLOSURE:

The words/contents of the document may not be changed or altered without written consent of IIBA.

Appendix 1

Chapter Affiliation Requirements

1. Introduction

IIBA Chapters play a vital role in defining and representing our community at the local level. Ensuring a consistent and engaging experience for our community is paramount.

To achieve this, we have identified a set of affiliation requirements. It is incumbent upon Chapter Board of Directors members, also known as Chapter Leaders, to govern the Chapter professionally, striving to meet or exceed the affiliation requirements outlined herein.

2. Chapter Minimum Affiliation Requirements

To be classified as an active IIBA Chapter, a Chapter must meet or exceed the minimum affiliation requirements laid out here. Chapters will be reviewed periodically by the Global Chapter Council (GCC) and IIBA staff. Reviews will help identify if a Chapter is struggling and give it the opportunity to elevate its standards.

2.1 Board of Directors

A Chapter's Board of Directors is the governing body of the Chapter. For a Chapter to be active and sustainable, it must be led by a Board comprising multiple members, not solely reliant on one or two individuals, to effectively lead the Chapter.

2.1.1 Member in Good Standing

IIBA is a Member-driven organization, and all Chapter Leaders must be Members in good standing (membership paid up, expiry date in the future and not under suspension or has been terminated by IIBA). Chapter Leaders must maintain their membership.

2.1.2 Number of Chapter Leaders

A Chapter is required to have a minimum of three Members on its Board of Directors. IIBA recommends an initial Board be made up of President, Treasurer/Finance and one other.

2.2 Events

Chapters should maintain a vibrant community by hosting consistent events, creating a routine for Members to connect, learn, and grow. Increased event frequency correlates with greater engagement and Member retention. A Chapter must have a minimum of six events in a calendar year and at least three of those must be professional development opportunities.

2.2.1 Event Types

Events can be in-person, hybrid, or virtual and include, but are not limited to:

- Meetings
- Social events
- Jointly sponsored events
- Study groups
- Conferences (e.g., Professional Development Days)

- Annual General Meeting (required once every calendar year)

2.3 Regional Communication

Chapters must prioritize communication with their Regional/Deputy Regional Directors for overall Chapter health. Successful Chapters engage in frequent collaboration beyond monthly regional calls, aiming for at least quarterly communication to maintain an open dialog between the GCC and the Chapter.

2.4 Incorporation / Government Registry

A Chapter must establish itself as a not-for-profit, independent legal entity, as permitted by law. Compliance varies globally, and it's the Chapter's duty to adhere to local regulations. Failure to incorporate exposes Board Members to personal liability risks.

2.5 Financials

Chapters are required to maintain records related to its programs, activities, finances (balance sheet and income statement), and operations and submit to IIBA an annual report summarizing these items.

2.5.1 Bank Account

A Chapter's bank account must be in the Chapter's name and set up so that two signatories are required to sign cheques and change the account. Submission of the Chapter's financial/banking information via a [secure link](#) to IIBA is required so that direct deposits and wire transfers to the Chapter can be facilitated.

Important! Different jurisdictions have varying requirements regarding the establishment and ownership of bank accounts. Chapters should work directly with their Regional / Deputy Regional Directors and IIBA to address any individual requirements that deviate from the standard.

2.6 Documentation

For Chapter sustainability and security, records related to programs, activities, finances, and operations must be maintained, and all documentation should be stored in the Chapter's IIBA-provided repository.

2.7 Chapter Bylaws

Chapters shall regularly review their Bylaws, propose changes for Membership vote at the annual meeting, and maintain a copy of the current Bylaws on file with IIBA, posting them on the Chapter Website for transparency.

3. Chapter Status

Chapters are considered in good standing when it abides by all IIBA bylaws and when the minimum affiliation requirements are met. If the Chapter does not meet the minimum affiliation requirement, it


may fall into **suspended status and charter grant subsequently revoked**. Chapters will be coached throughout the year to prevent it from being suspended.


A closed Chapter is one that has either progressed through suspended status without resolution, or a Chapter that has chosen to close. After closure, the following will occur:

- All use of IIBA programs and affiliations, including logos, will cease.
- All Chapter technologies will be shut down.
- Any outstanding Membership revenue will be transferred to Connections, the online community (Virtual Chapter).


IN WITNESS WHEREOF, the parties hereto have caused duplicate originals of this Agreement to be executed by their respective duly authorized representatives as of the date and year first above written. (Signatures of the Chapter President and one other Chapter Board of Director (BOD) Member required.)

Bangalore _____ **Chapter**

Signature:	 <u>Vikas Mathad (May 3, 2024 15:05 GMT+5.5)</u>		
Name	Vikas Mathad	IIBA Member #	136202
Title	President	Date:	May 3, 2024
Address:	C205, Nipuna Heritage, 11th B Cross, Virupakshapura, Kodigehalli, Bangalore - 560097		

Signature:	 <u>Fathima Abdul Khadir Suhair (May 5, 2024 14:36 GMT+5.5)</u>		
Name	Fathima Abdul Khadir Suhair	IIBA Member #	182093
Title	Secretary	Date:	May 5, 2024
Address:	AG-81, F Block, GM Infinite E-City Town, Electronic City, Phase - 1, 560100		

International Institute of Business Analysis

Signature:			
Name	Jared Gorai		
Title	Director, Chapters & Member Engagement	Date:	May 6, 2024












Bangalore - Affiliation Agreement

Final Audit Report

2024-05-06


Created:	2024-04-11
By:	Jared Gorai (Jared.Gorai@iiba.org)
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"Bangalore - Affiliation Agreement" History

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-  Signer president@bangalore.iiba.org entered name at signing as Vikas Mathad
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-  Document e-signed by Vikas Mathad (president@bangalore.iiba.org)
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-  Document emailed to secretary@bangalore.iiba.org for signature
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-  Signer secretary@bangalore.iiba.org entered name at signing as Fathima Abdul Khadir Suhair
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