



**Constitution of the
Project Management
Institute of
New Zealand
Chapter Incorporated
2025**

December 2025

V4.2

Article 1 – Name

- 1.1 This organisation shall be called the Project Management Institute of New Zealand Chapter Incorporated (hereinafter called PMINZ). The organisation is lawfully chartered as the New Zealand Chapter of the global body Project Management Institute, Inc. (hereinafter called PMI®).
- 1.2 PMINZ was incorporated as an incorporated society pursuant to the Incorporated Societies Act 1908 (NZ) under number 652015 on 5 October 1994, and will be reregistered under the Incorporated Societies Act 2022 (NZ). It is a society of persons associated to advance the practice, science, and profession of project management but not for pecuniary gain.
- 1.3 PMINZ shall abide by the laws of New Zealand and of any other jurisdiction(s) in which it conducts its business.
- 1.4 Its registered office, to which all communications may be addressed, shall be at 7 Trinity Ave, Epuni, 5011, New Zealand or such other address as may be designated by the Board and duly notified to the Registrar as required by the Act. It may have other offices at such other places in New Zealand or elsewhere as the Board may from time to time designate in accordance with PMI® policies and requirements.

Article 2 – Relationship to PMI

- 2.1 PMINZ is responsible to the duly elected PMI® board of directors and is subject to all PMI® policies, procedures, rules and directives lawfully adopted.
- 2.2 This constitution may not conflict with PMI®’s current bylaws and all policies, procedures, rules or directives established or authorized by PMI® as well as with PMINZ’s Charter with PMI®.
- 2.3 The terms of the Charter executed between PMINZ and PMI®, including all restrictions and prohibitions, shall take precedence over this constitution and other authority granted hereunder. In the event of a conflict between the terms of the Charter and the terms of this constitution, PMINZ shall be governed by and adhere to the terms of the Charter.

Article 3 – Definitions and Interpretations

“Act” means the Incorporated Societies Act 2022 or any act which replaces it (including amendments to it from time to time), and any regulations made under the Act or under any act which replaces it.

“Annual General Meeting” means a meeting held in accordance with Article 11.1 of this constitution.

“Authorised Representative” means a member duly appointed under this constitution, PMINZ rules, policies or procedures as the case may be, to execute or perform a specific role or function.

“Balance Date” means 31 December of the relevant year or such other balance date as may be adopted by PMINZ from time to time..

“Board” means the PMINZ Board of Directors constituted in accordance with Article 7.1 of this constitution.

“Branch” means a branch of PMINZ established pursuant to Article 12.1.

“Chairperson” means the chair of the Board appointed in accordance with Article 7.8 of this constitution.

“Charter” means PMINZ’s Chapter Charter Agreement with PMI® in force at the relevant time.

“Co-opted Director” is a Director co-opted by the Board pursuant to Article 7.5.

“Contact Officer” means a Director who has the role of being the point of contact for the Registrar when so required by law.

“Director” means a natural person holding such directorship on the Board, who may be either an Elected Director or a Co-opted Director.

“Elected Director” is a Director duly elected pursuant to Article 8.

“General Meeting” means either an Annual General Meeting or a Special General Meeting (as applicable).

“Good Standing” means that Member has a membership of PMINZ which is current, and the Member has no disciplinary or ethical issues with PMI or PMINZ as defined in its rules of ethics and professional conduct.

“Member” means any person or entity recognised as a member of PMINZ, and includes any former Member (as applicable) in accordance with Article 6, and Membership will have a corresponding meaning.

“Membership Register” has the meaning given to the term in Article 6.1(k).

“Nominating Committee” has the meaning given to the term in Article 8.3.

“Officer” has the meaning given to the term in the Act.

“PMI®” means the global body Project Management Institute, Inc.

“President” means a director appointed as president in accordance with Article 7.7.

“Registrar” means the Registrar of Incorporated Societies.

“Special General Meeting” means a meeting called in accordance with Article 11.2.

“Vice President” means a Director appointed as vice president pursuant to Article 7.7.

Article 4 – Purpose and Limitations of PMINZ

4.1 Purposes of PMINZ.

(a) General Purpose

PMINZ is a non-profit organisation chartered by PMI® whose main purpose is advancing the practice, science, and profession of project management in a conscious and proactive manner.

(b) Specific Purposes

Consistent with the terms of the Charter and this constitution, the purposes of PMINZ shall include the following:

- (i) to serve as New Zealand's national project management association;
- (ii) to foster professionalism in the management of projects;
- (iii) to contribute to the quality and scope of project management;
- (iv) to stimulate appropriate application of project management for the benefit of the public;
- (v) to provide a recognised forum for the free exchange of ideas, applications, and solutions to project management issues among Members, and others interested and involved in project management;
- (vi) to identify and promote the fundamentals of project management and advance the body of knowledge for managing projects successfully;
- (vii) to collaborate with, and provide guidance to universities, other educational institutions and corporate entities on appropriate education, career and professional development at all levels of project management;
- (viii) to provide a guiding influence in academic and industrial research in the field of project management;
- (ix) to support the formation and development of local branches and specific interest groups;
- (x) to seek and foster domestic and international cooperation and contacts with other organisations, both public and private, which relate to project management and to collaborate in matters of common interest and benefit;
- (xi) to identify, develop, foster and maintain professional practices, ethical accreditation standards and principles; and
- (xii) all activities reasonably incidental to, or necessary as permitted by the Board for the purposes set out above.

4.2 Limitations of PMINZ

- (a) The purposes and activities of PMINZ shall be subject to limitations set forth in the Charter and this constitution, and conducted consistently with the Act.
- (b) The membership database and listings (including names, addresses and membership dates) provided by PMI® to PMINZ may not be used for commercial purposes, and may be used only for non-profit purposes directly related to the business of PMINZ, consistent with PMI® policies and all applicable laws and regulations, including but not limited to those laws and regulations pertaining to privacy and use of personal information.
- (c) The Directors shall be accountable for the governance of all planning and operations of PMINZ and shall perform their duties in accordance with PMINZ's governing documents, the Charter, PMI® bylaws, policies, practices, procedures, and rules, applicable law and this constitution.
- (d) As a not-for-profit organisation, the Officers and Members may not receive any distributions of profit or income from it. This does not prevent:
 - (i) Officers or Members receiving reimbursement of actual and reasonable expenses incurred; and
 - (ii) Members who are not Officers from entering into any transactions with the organisation for goods or services supplied to or from them, which are at arms length, relative to what would occur between unrelated parties, provided no Officer or Member is allowed to influence any such decision made by PMINZ in respect of payments or transactions between it and any Officer or Member, or any of their direct family or any associated entity.
- (e) PMINZ may not borrow money from or lend money or real property to any other entity or another PMI® Chapter.

Article 5 - Powers

5.1 PMINZ shall have the powers to do all lawful things as may be appropriate in pursuit of its Specific Purposes. It may:

- (a) admit, retain, suspend and expel Members with just cause;
- (b) establish and dissolve branches and groups;
- (c) set fees and subscriptions;
- (d) establish and set classes of Membership; in accordance with PMI® requirements;
- (e) raise, spend, grant and invest money;
- (f) buy, sell, rent or lease property;

- (g) administer, manage and control PMINZ;
- (h) set accounting policies in line with generally accepted accounting practice;
- (i) decide on procedures for the managing of complaints;
- (j) delegate authority as approved by the Board;
- (k) affiliate or co-operate with organisations having similar or associated objects to those of PMINZ;
- (l) seek and accept representation to and from such organisations;
- (m) advise other associations and organisations on any matter related to project management;
- (n) organise meetings, seminars, study groups, conferences and the like;
- (o) publish newsletters, magazines, websites ,journals, papers, articles, reports and books;
- (p) encourage and assist research into project management;
- (q) grant awards, prizes and certificates, and make and accept gifts of money or things;
- (r) hire and manage staff; and
- (s) carry out any other lawful activity in pursuit of PMINZ Purposes as approved by the Board from time to time.

Article 6 – Membership

6.1 General Membership Provisions

- (a) Membership in PMINZ requires membership in PMI®. PMINZ shall not accept as Members any individuals who have not been accepted as PMI® members.
- (b) Membership of PMINZ is voluntary and shall be open to any person interested in furthering the purposes of PMINZ. Membership shall be open to all persons without regard to race, creed, colour, age, sex, marital status, national origin, religion, or physical or mental disability.
- (c) The Board reserves the right to determine the membership application process.
- (d) Every person must consent to becoming a Member, via electronic membership or renewal forms.
- (e) Members shall be governed and abide by the PMI® bylaws and by the constitution of PMINZ and all policies, procedures, rules and directives lawfully made thereunder, including but not limited to the PMI® Code of Ethics and Professional Conduct.
- (f) All Members shall pay the required PMI® and PMINZ membership dues to PMI® and in

the event that a Member resigns, or their membership is revoked for just cause, membership dues shall not be refunded by PMI® or PMINZ.

- (g) Membership of PMINZ shall terminate upon the Member's resignation (in writing to the Contact Officer), failure to pay dues in accordance with Article 6.1(h), or expulsion from membership for just cause.
- (h) Members who fail to pay the required dues when due shall have their names removed from the official membership list of PMINZ and their Membership shall be terminated.
- (i) Upon termination of Membership in PMINZ, the Member shall forfeit all rights and privileges arising from such Membership.
- (j) The Board shall have the right to determine criteria for maintaining Good Standing in PMINZ, with the exception that loss of Good Standing in PMI® will automatically cause loss of Good Standing in PMINZ. Individuals who are denied membership by loss of Good Standing may request reinstatement by PMI®, which will define its own bylaws and procedures for granting or denying such requests.
- (k) The Board must keep and maintain an up-to-date Membership Register relating to PMINZ's current Membership that includes in relation to each Member:
 - (i) the name of each Member;
 - (ii) each Member's address, email address and phone number;
 - (iii) the date each person became a Member, and if applicable the date they ceased to be a Member; and
 - (iv) any other Membership information required to be kept for the purposes of this constitution and compliance with the Act.
- (l) A Member must notify PMINZ of any change to their details as soon as reasonably practicable and, upon becoming aware of any change to a Member's details, the Board must update the Membership Register as soon as reasonably practicable.

6.2 Classes and Categories of Members

PMINZ membership categories shall be the same categories as those provided by PMI® or such other categories as determined by PMINZ from time to time.

Article 7 – Board of Directors

- 7.1** The PMINZ shall be governed by a board of directors, comprising a minimum of 5 and up to a maximum of 7 Elected Directors and any Co-opted Directors.
- 7.2** All Directors comprising the Board must be Members.
- 7.3** The Board shall be responsible for carrying out the purposes and objectives of PMINZ. The

Board shall exercise authority over all PMINZ business and funds.

The Board may exercise all powers of PMINZ and is authorised to adopt and publish such policies and rules as may be necessary and are not prohibited by this constitution, the PMI® bylaws and policies, the Charter, and the laws of New Zealand.

7.4 The Elected Directors shall serve for a term of three (3) years. Elected Directors shall serve no more than two (2) consecutive terms, and no more than a total of nine (9) years of service as a Director on the Board. These positions are staggered so that no more than four (4) positions are elected each year.

7.5 In addition to the Elected Directors, the Board may co-opt additional directors (“Co-opted Directors”).

Where a Co-opted Director is appointed to serve out the term of an Elected Director who has ceased to be a Director, then the Co-opted Director will have voting rights until the next elections, at which point that member will be eligible for election as an Elected Director.

Where a Co-opted Director is appointed to a Board role because no Elected Director with the requisite skills is available to perform that role then the Co-opted Director will not have voting rights. When the Board appoints such a Co-opted Director, the Board shall specify the Co-opted Director’s intended term of office, which shall not exceed three (3) years.

In all other regards Co-opted Directors shall have the same rights and responsibilities as Elected Directors.

Co-opted Directors at the time of the adoption of this constitution are listed in Appendix 1 and are deemed to have been validly appointed.

7.6 If the President is serving the last year of the President’s third term or does not intend to seek re-appointment, the President shall continue in office until the President’s successor has been duly appointed and their term as President has commenced.

7.7 At the first face to face or audio visual meeting of the Board after 1 January each year, the Board shall appoint:

- (a) a President;
- (b) a Contact Officer;
- (c) a Vice President of Finance; and
- (d) other Vice Presidents.

The President shall be an Elected Director.

The Contact Officer and Vice Presidents shall be Elected Directors if practicable, but if through lack of the requisite expertise among Elected Directors or any other good reason the Board considers it impracticable to fill the Contact Officer role or a Vice President role by appointing an Elected Director, the Board may appoint a Co-opted Director.

Vice Presidents shall be responsible for assuming leadership in respect of a role designated

by their title. Roles may be changed to meet the needs of the Board and PMINZ on an ongoing basis.

- 7.8** The Chairperson of all meetings will be the President, or, if the President is absent, a Director appointed to chair the Meeting by the other Directors present at that Meeting. The Chairperson will have a casting vote.
- 7.9** The President will:
- (a) where there is no other appointed PMINZ Chief Executive Officer, act also in that role and perform such duties as are customary for presiding Officers, including making all required appointments with the approval of the Board; and
 - (b) serve as a member ex-officio on all committees except the Nominating Committee with the right to participate and vote.
- 7.10** The Contact Officer shall be responsible for ensuring minutes are kept of General Meetings and meetings of the Board, and records of all business meetings of PMINZ. The Contact Officer is also responsible for advising the Registrar of any changes to the constitution and notifying the Registrar of all other matters required to be notified.
- 7.11** The Vice President of Finance shall oversee the management of funds for duly authorised purposes of PMINZ and is responsible for preparing and presenting financial statements at the Annual General Meeting.
- 7.12** The Board may at its discretion appoint an Elected Director to assist the President in the President's duties and represent the President in the President's absence.
- 7.13** The Board shall meet at the call of the President, or at the written request of three (3) Elected Directors. A quorum shall consist of a majority of the Elected Directors.

A meeting of the Board may be held either:

- (a) by a number of Directors who constitute a quorum, being assembled together in-person at the place, date and time appointed for the meeting; and/or
- (b) by means of audio, or audio and visual, communication by which all Directors participating and constituting a quorum can simultaneously hear each other throughout the meeting.

A resolution of the Board is passed at any meeting of the Board if a majority of the votes cast on it are in favour of the resolution. Every Elected Director on the Board shall have one vote.

Voting at Board meetings shall be by voice or show of hands, or an approved digital platform voting function, as determined by the Chairperson of the relevant meeting.

Meetings of the Board shall otherwise be conducted in accordance with parliamentary procedures (Robert's Rules of Order) as may be determined by the Board.

- 7.14** A resolution in writing signed by all of the Directors is as valid and effectual as if it had been passed at a meeting of the Board duly convened and held provided that the Directors signing the resolution would have power to pass such resolution at a meeting of the Board. Any such

resolution may consist of several documents in identical form each signed by one or more Directors. Unless established otherwise, any such document sent by a Director by email or other electronic means approved by the Board is deemed to have been signed by such Director.

- 7.15** The Board may declare a vacancy where a Director ceases to be a member in Good Standing of PMI® or of Good Standing in PMINZ because of non-payment of dues, or where the Director fails to attend three (3) consecutive Board meetings.

A Director shall cease to be a Director upon submitting a written resignation to the President.

- 7.16** A Director may be removed from office for just cause in connection with the affairs of the organisation by a majority vote of the Board or a majority vote of the Members present in person at a General Meeting.
- 7.17** In the event the President is unable or unwilling to complete the current term of office, the Board will vote to appoint a successor from one of the Elected Directors to act with full powers of the position.

Pursuant to Article 7.5 if any other elected Board position becomes vacant, the Board may appoint a suitably skilled Member in Good Standing to serve as a Co-opted Director until the next Election, at which point that member will be eligible for election as an Elected Director.

Article 8 – Nominations and Elections

- 8.1** The nomination and election of Elected Directors shall be conducted in accordance with New Zealand law, PMI® rules, and this constitution.

All Members in Good Standing shall have the right to vote in the election of the Elected Directors.

In nomination and election processes for any role whatsoever, discrimination based on race, colour, creed, gender, age, marital status, national origin, religion, physical or mental disability is prohibited. Nor shall a person be nominated or elected to a role for an unlawful purpose.

- 8.2** Candidates who are elected shall take office no later than first day of January following their election and shall hold office for the duration of their terms or until their successors assume office under this constitution, or until they otherwise vacate from their position as Elected Director in accordance with this constitution.

- 8.3** A nominating committee appointed by the Board pursuant to Article 9 (**Nominating Committee**), shall prepare a list containing nominees for election to be Elected Directors and shall determine the eligibility and willingness of each nominee to stand for election. Candidates for Board positions may also be nominated by petition process established by the Nominating Committee or the Board.

Elections shall be conducted (a) during the Annual General Meeting of the membership; or (b) by electronic vote. The number of Elected Directors to be elected shall not exceed the number of vacancies at the time of the election.

The highest polling candidates, up to the number required to fill the vacancies, shall be declared to be duly elected. Ballots shall be counted by the Nominating Committee or by tellers designated by the Board. If multiple candidates receive the same number of votes, the Board shall decide the candidate (s) to be elected.

- 8.4** No current member of the Nominating Committee, including the Single Point of Contact (Board nominated contact person), shall be eligible for inclusion in the slate of nominees prepared by the Committee. Furthermore, no current member of the Nominating Committee may resign from their position on the Nominating Committee to run as a candidate for a Board position.
- 8.5** In accordance with PMI® policies, practices, procedures, rules and directives, no funds or resources of PMI® or PMINZ may be used to support the election of any candidate or group of candidates for PMI®, PMINZ or public office. No other type of organised electioneering, communications, fund-raising or other organised activity on behalf of a candidate shall be permitted. The Nominating Committee, or other applicable body designated by PMINZ, will be the sole distributor(s) of all election materials for PMINZ elected positions.

Article 9 – Committees

9.1 Formation

- (a) The Board may establish standing or temporary committees to advance the purposes of the organisation.
- (b) The Board shall issue Terms of Reference to each committee, which define the committee’s purpose, authority and outcomes. Committees are responsible to the Board.
- (c) The Directors can serve on PMINZ committees, unless it specifically is restricted by this constitution.

9.2 Appointments

All committee members and a Chairperson for each committee shall be appointed by the President with the approval of the Board.

Article 10 - Finance

- 10.1** The fiscal year of PMINZ shall be from January 1 to December 31, inclusive.
- 10.2** The Board shall establish policies and procedures to govern the management of its finances and shall submit required tax returns to appropriate government authorities.
- 10.3 Membership Dues**
- (a) PMINZ annual membership dues will be agreed upon between PMI and the PMINZ’s Board of Directors and communicated in accordance with policies and procedures established by PMI.

- (b) If an increase in Member's dues is deemed appropriate this will be decided at a Board meeting and carried by a simple majority of those present.
- (c) Members will be notified of the increase by advertisement in accordance with the membership communication policy as soon as all due process has been affected.

10.4 All dues, billings, dues collections and dues disbursements shall be performed by PMI®.

10.5 Financial Management

PMINZ finances will be managed according to the following principles and practices:

- (a) PMINZ will maintain reserve funds to manage risk, to underwrite events such as a national conference, cover operational costs and to provide funding for new initiatives.
- (b) In all other respects, PMINZ will follow generally accepted accounting practices and obligations defined by New Zealand law.
- (c) The annual accounts will be subject to an independent audit by professional accountants.

10.6 Assets

All PMINZ assets will be held in the name of PMINZ.

10.7 Financial Controls

- (a) The financial operations of PMINZ will be conducted under budgetary control. The Vice President of Finance, in consultation with all Directors, will prepare an annual budget for approval.
- (b) The annual budget will be based upon the Branch budgets for expenditure and any expenditure proposed by Directors.
- (c) Funding of Branches and PMINZ will be in accordance with PMINZ funding policies.
- (d) The Board will approve an annual budget within the first quarter of the fiscal year.

10.8 Billing Procedures

The Board will ensure that there are defined procedures for billing and collecting Members' dues and fees.

10.9 Non-budgeted items

The majority consent of the Board, in quorum, is required for any reimbursement of non-budgeted items.

10.10 Financial Delegations

Any financial delegations by the Board will be made in writing and adhere to PMINZ's Delegated Authority Framework.

10.11 Acquiring Property

PMINZ may not borrow money from or lend money or real property to any other entity or another PMI® Chapter.

10.12 Reporting and Auditing

The Vice President of Finance will be responsible for:

- (a) Presenting the association's audited financial position and records to Members at the Annual General Meeting.
- (b) Ensuring that the PMINZ financial records are audited and published for the membership at large.

Audited financial position and records must be presented to Members at the Annual General Meeting.

Article 11 – Meetings of the Membership

11.1 Annual General Meetings

- (a) An Annual General Meeting of the Membership shall be held at a date and location to be determined by the Board, such date being:
 - (i) not later than 6 months after the Balance Date of PMINZ; and
 - (ii) not later than 15 months after the previous Annual General Meeting.
- (b) Notice of Annual General Meetings shall be sent in writing by the Board to all Members at least 30 days in advance of the meeting date.
- (c) The Board must present the following information to Members at the Annual General Meeting:
 - (i) an annual report on the operation and affairs of PMINZ during the most recently completed accounting period;
 - (ii) the annual financial statements for that period; and
 - (iii) notice of any disclosures of conflicts of interest made by Directors or other Officers during that period (including a summary of the matters, or types of matters, to which those disclosures relate).
- (d) Actions at the Annual General Meeting shall be limited to those agenda items contained in the notice of the meeting, and minutes shall be kept of the proceedings.

11.2 Special General Meetings

- (a) Special General Meetings of the membership may be called by the President, by a

majority of the Board, or by petition of ten percent (10%) of the voting membership directed to the President.

- (b) Notice of all Special General Meetings shall be sent in writing by the Board to membership at least 15 days in advance of the meeting date.
- (c) The notice should indicate the time and place of the Special General Meeting and include the proposed agenda.
- (d) Action at Special General Meetings shall be limited to those agenda items contained in the notice of the meeting, and minutes shall be kept of the proceedings.

11.3 A General Meeting may be held by:

- (a) assembling together in-person at the place, date and time appointed for the meeting; and/or
- (b) means of audio, or audio and visual, communication by which all Members participating and constituting a quorum can simultaneously hear each other throughout the meeting.

11.4 If a Member is unable to attend the relevant General Meeting, the Member may appoint a proxy. The Board must be notified of the appointment of a proxy at least 48 hours prior to the General Meeting, such notice to be in writing and signed by the appointee. For the avoidance of doubt, a Member may be appointed as the proxy of another Member.

11.5 The quorum for General Meetings shall be 20 Members of Good Standing in actual attendance (in person or virtually present) in addition to Directors in attendance. A General Meeting cannot start unless there is a quorum present, nor can it continue if the quorum is lost during the relevant General Meeting. The General Meeting start time can be delayed by up to twenty minutes in order to reach the quorum, after which the General Meeting shall be rescheduled. A Member represented by a postal votes or proxy votes or declaring an interest is not counted in the quorum.

11.6 A Member is entitled to exercise one vote on any motion at a General Meeting in person or by proxy. Voting at a General Meeting shall be by voices, by show of hands, or electronic voting (as determined by the Chairperson of the relevant General Meeting) or by postal vote.

11.7 Unless otherwise required by this constitution or the Act, a resolution is passed at any General Meeting if a majority of the votes cast on it are in favour of the resolution.

11.8 All General Meetings shall otherwise be conducted per parliamentary procedures (Robert's Rules of Order) as determined by the Board.

11.9 A resolution in writing signed by a majority of Members shall be as valid and effectual as if it had been passed at a General Meeting duly convened and held. Any such resolution may consist of several documents in identical form each signed or approved in writing by one or more Members and, unless established otherwise, any such document sent by a Member by email or other electronic means not disapproved by the Board shall be deemed to have been signed by such Member.

- 11.10** Notice of a resolution in writing passed in accordance with Article 11.9 is required to be delivered to the Board and all members who did not sign or approve that resolution.

Article 12 – Branches of PMINZ

12.1 Establishing Branches

- (a) Upon written permission granted by PMI® via the Charter, PMINZ shall be permitted to establish a Branch or Branches for delivering its services.
- (b) A Branch of PMINZ shall conduct its business in compliance with the Charter and PMINZ's policies and procedures.
- (c) Branches shall abide by the Charter.

12.2 Geographic Area

Each Branch formed will not extend its services beyond the geographic boundaries defined by the Charter.

12.3 Distribution of Dues

All PMINZ dues and fees will be collected by PMI® on behalf of PMINZ and will be forwarded to PMINZ. PMINZ will allocate funds to the Branch in accordance with PMINZ's policies and procedures. Branches shall not create their own membership or dues.

12.4 Suspension or Winding Up

A Branch may be suspended or wound up by the Board according to the current PMINZ policies.

Article 13 – Inurement and Conflict of Interest

- 13.1** No Member shall have personal interest or receive pecuniary gain, benefit or profit, incidental to or otherwise, from the activities, financial accounts and resources of PMINZ, except as otherwise provided in this constitution.

- 13.2** No Authorised Representative shall receive any compensation, or other tangible or financial benefit for service on the Board.

Such interests extend to other positions held by the Board or individuals who may be of direct relationship or where financial interest in a person exists with regards to the matter of the Board.

The Board may authorise payment by PMINZ of actual and reasonable expenses incurred by an Authorised Representative for Board approved meetings or other approved activities.

- 13.3** All Officers, Directors, appointed committee members and Authorised Representatives shall act in an independent manner consistent with their obligations to PMINZ and applicable law,

regardless of any other affiliations, memberships, or positions.

13.4 All Officers, Directors, appointed committee members and Authorised Representatives shall disclose any interest or affiliation they may have with any entity or individual with which PMINZ has entered, or may enter, into contracts or transactions, and will refrain from:

- (a) voting on or taking part in the decision of the Board relating to the matter (unless all Directors who are not interested in the matter consent); and
- (b) signing any document relating to the entry into a contract or transaction or the initiation of the matter (unless all Directors who are not interested in the matter consent),

but may take part in any discussion of the Board relating to the matter and be present at the time of the decision of the Board (unless the Board decides otherwise).

13.5 A Director who is prevented from voting on a matter may still be counted for the purpose of determining whether there is a quorum at any Board meeting at which the matter is considered.

13.6 Where 50% or more of Directors are prevented from voting on a matter because they are interested in that matter, a Special General Meeting must be called to consider and determine the matter, unless all non-interested Directors agree otherwise.

Article 14- Indemnification

14.1 This Article 14 applies in the event that any person who is or was a Director or an Authorised Representative, acting in good faith and in a manner believed to be in the best interests of PMINZ, has been or is threatened to be made party to any civil, administrative, or investigative action or proceedings (other than criminal action or proceedings and action or proceedings by PMINZ).

14.2 Such person stands indemnified by PMINZ in respect of any liability, including reasonable expenses, legal expenses and costs, actually and reasonably incurred, judgments, orders, or fines and amounts paid in settlement of such action or proceedings to the fullest extent permitted by the jurisdiction in which the organisation is incorporated.

14.3 Where the person has been successful in defending the action, indemnification is mandatory.

14.4 Unless ordered by a court, discretionary indemnification of any Director or Authorised Representative shall be approved and granted only when consistent with the requirements of applicable law, and upon a determination that indemnification of the Director or Authorised Representative is proper in the circumstances because the Director or Authorised Representative has met the applicable standard of conduct required by law and this constitution.

14.5 To the extent permitted by applicable law, and provided that prior Board approval has been sought, PMINZ may purchase and maintain liability insurance on behalf of any person who is or was a Director or Authorised Representative in respect of any liability and costs incurred in relation to such liability described in Article 14.1, or costs incurred in defending any criminal

proceedings that have been brought in relation to any alleged act or omission in their capacity as Officer or Authorised Representative and in which they are acquitted.

- 14.6** The Directors that vote in favour of effecting insurance pursuant to Article 14.5 must sign a certificate stating that, in their opinion, the cost of effecting the insurance is fair to PMINZ.

Article 15 – Dispute Resolution

15.1 Disputes in Respect of PMINZ

Any dispute arising in respect of PMINZ shall be resolved, and any complaint arising in respect of PMINZ shall be handled, in accordance with the procedures set out in the Schedule to this constitution.

Article 16 - Amendments

- 16.1** This constitution may be amended in one of the following ways:

- (a) A resolution adopted by a majority of 60% of the votes cast by eligible Members in Good Standing voting by electronic ballot; or
- (b) A resolution adopted by a majority of 60% of the votes cast by eligible Members in Good Standing present in person, or virtually present, at a General Meeting of PMINZ duly called and regularly held.

Where the proposed amendment is to be considered and voted on by electronic ballot, the proposed amendment shall be notified to the membership in writing at least thirty (30) days before the closing date of the ballot.

- 16.2** Where the proposed amendment is to be considered at a General Meeting, the proposed amendment shall be notified to the membership in writing at least thirty (30) days before the date of the meeting. Amendments may be proposed by the Board on its own initiative, or upon petition by ten percent (10%) of the eligible Members addressed to the Board.

All such proposed amendments shall be presented by the Board with or without recommendation.

- 16.3** All amendments must be consistent with New Zealand law, PMI®'s bylaws and the policies, procedures, rules and directives established by the Board, as well as with the Charter and signed by at least three Members.
- 16.4** When an alteration to this constitution is agreed by the Members, it does not take effect until the Registrar has registered the alteration.
- 16.5** No addition to, deletion from or alteration of the organisation's rules shall be made which would allow personal pecuniary profits to any individuals. The provisions and effect of this Article shall not be removed from this document and shall be included and implied into any document replacing this document.

Article 17– Dissolution

- 17.1** If PMINZ or its Officers failed to act per this constitution, its policies or all PMI® policies, procedures, and rules outlined in the Charter, PMI® has a right to revoke the Charter and require PMINZ to seek dissolution.
- 17.2** In the event PMINZ fails to deliver value to its Members as outlined in PMINZ’s business plan and without good cause or justification, PMINZ acknowledges that PMI® has a right to revoke the Charter and require PMINZ to seek dissolution.
- 17.3** In the event PMINZ is considering dissolving, the Board must notify PMI® in writing and follow the chapter dissolution procedure as defined in PMI®’s policy.
- 17.4** Unless superseded by law, dissolution of PMINZ must be approved by a majority of Members voting on the motion to dissolve.
- 17.5** On winding up or dissolution of the organisation any surplus funds or assets shall not be paid or distributed to any Members or individuals but shall be:
- (a) given or transferred to another not-for-profit organisation whose objects align with PMINZ’s purpose; or
 - (b) given or transferred to another not-for-profit organisation or a registered charity.

SCHEDULE

PMINZ DISPUTES/COMPLAINTS PROCEDURES



Chapter Conflict Management Program

Version 4. Last Updated - July 2025 - Consolidation of Disputes and Complaints in a unique document, flowchart updated, consistency review.

1. PURPOSE AND OVERVIEW

The purpose of the Project Management Institute's (PMI) Chapter Conflict Management Program (also referred to as the "Program") is to provide a fair and timely process for addressing conflicts that may arise within chapters among volunteers and/or members.

Conflicts at the chapter level are classified into two categories: Disputes and Complaints.

- **Disputes** involve two volunteers engaged in disruptive behaviour that affects the chapter environment and requires intervention or Mediation. This Program document provides the framework for resolving such Disputes constructively in Section 2.
- **Complaints** are concerns raised by an individual, typically related to chapter policies, operations, events, or interactions with others that do not necessarily involve two conflicting parties. These should be addressed using the guidelines in Section 3.

Please refer to the appropriate guidelines based on the type of conflict to ensure the issue is addressed through the correct process.

2. DISPUTE RESOLUTION

As part of the Chapter Conflict Management Program, Disputes between chapter volunteers are addressed through a structured, multi-stage resolution process. This process is designed to encourage resolution at the most local and collaborative level possible, before progressing to more formal intervention. The phases of the Dispute resolution process are as follows:

1. **Disputant Facilitation:** The individuals involved in the Dispute are encouraged to engage in direct dialogue to resolve the issue themselves. This initial step promotes accountability and open communication between parties.
2. **Chapter Facilitation:** If the Dispute cannot be resolved through direct facilitation, support may be provided by Chapter Leaders, the PMI Regional Chapter Engagement team, and/or the Region Mentor. The goal is to facilitate resolution with the help of local leadership.
3. **Mediation:** When internal efforts are unsuccessful, a PMI-trained Conflict Mediator may be assigned to guide the parties through a structured Mediation process. The mediator acts as a neutral third party to support a fair and mutually acceptable resolution.
4. **Arbitration:** In exceptional cases where Mediation does not lead to agreement, either party may choose to pursue binding Arbitration. This process is not facilitated, managed, or reimbursed by PMI. It is entirely voluntary and must be initiated and paid for by the parties themselves, including selecting the arbitration provider and covering any associated costs.

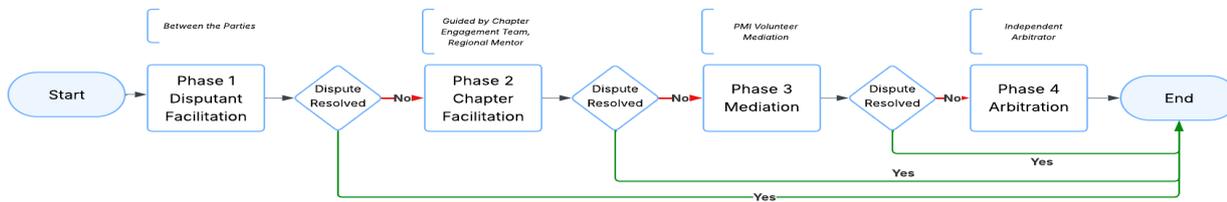


Figure 1-Dispute Resolution Phases

The Program emphasizes early resolution by promoting strategies such as trust-building, open communication, informal negotiation, and collaborative problem-solving. Disputes eligible for this process typically involve volunteers whose unresolved conflict may:

- Disrupt their ability to fulfil roles effectively
- Affect other volunteers
- Impact chapter operations

Understanding the root causes of conflict, including concerns related to chapter policies or procedures, is essential for meaningful resolution. These broader issues should be addressed in parallel with the interpersonal conflict, in coordination with Chapter Leadership when appropriate.

Chapter Disputes may include interpersonal disagreements or ongoing interactions, such as communication breakdowns, personality clashes, or perceived slights, that result in continued tension between two volunteers or leaders (“Disputants”).

To support a consistent and constructive experience throughout this process, participants are encouraged to consult the **Mediation Guidelines, Tips and Advice (Appendix 5.2)**. These practical insights help Disputants prepare, engage in respectful dialogue, and understand what to expect at each stage. While focused primarily on the Mediation phase, the principles—such as active listening, preparation, and good faith participation—are relevant and beneficial across all phases of the conflict resolution journey.

2.1 Ineligible Disputes

Ineligible Disputes include, but are not limited to:

- Those arising from any disagreements involving the interpretation of governance, policy, or procedures documents, which should be resolved at the chapter level, with the chapter board having final authority.
- Disputes between PMI and a Chapter (or Chapters) relating to the interpretation of, or otherwise, arising from the terms of, the Charter Agreement, but will follow the guidelines listed in the PMI Chapter Charter Agreement.
- Complaints regarding PMI or the PMI team. Any such complaints are governed by the [PMI Grievance Policy](#).
- Any employment-related issues between the chapter and any of its employees, to the extent that the chapter has any employees.
- Conflicts between the chapters and their individual members

2.2 Phase One – Disputant Facilitation

The objective of the Disputant Facilitation phase is to allow the Disputants an opportunity to engage each other directly in a structured manner. This phase allows the Disputants to gain an appreciation for each other’s understanding of the conflict and focuses the discussions on the options for resolution.

Successful outcomes occur when Disputants are motivated to seek a win-win scenario. This can be achieved when both parties are willing to have constructive discussions focused on the options for resolution, rather than on what caused the Dispute. Both parties need also to prepare for more “give C take” and less optimal outcomes when the Dispute progresses unresolved through the subsequent phases of this Program. It is important to understand that pursuing Phases 2 – 4 usually does not improve the resolution outcome and is only meant to “assist/facilitate” when both parties are unable to communicate with each other effectively and professionally.

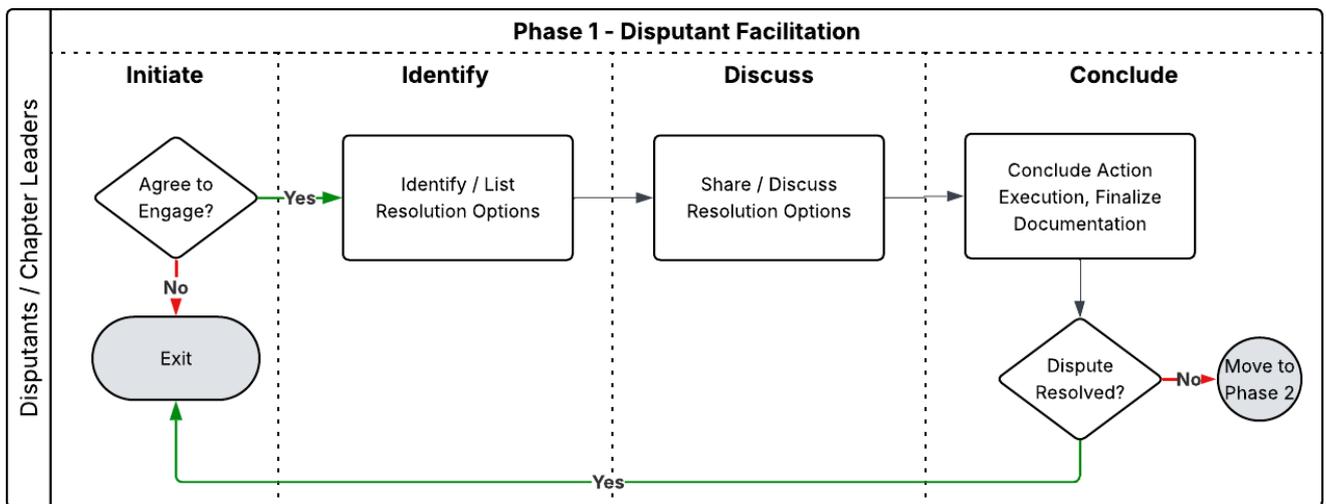


Figure 2 - Dispute Facilitation Process

2.2.1 Process Flow

This facilitation should follow a four-step process:

1. Initiate - agree to engage
2. Identify - identify resolution options
3. Discuss - discuss resolution options
4. Conclude – conclude action execution, finalize documentation

2.2.2 Initiate

Both parties need to agree to participate in the discussion and align a mutual understanding of the Dispute situation (cause of the Dispute, why it persists, individual viewpoints). The best approach would be face- to-face discussion but can also be remote.

2.2.3 Identify

Each party should review the mutual understanding of the Dispute situation and document a list of resolution options (what would resolve the conflict). The best approach would be for each party to do this activity separately over a period of 3 - 5 days.

2.2.4 Discussion

Both parties meet to share and discuss their list of resolution options. And then attempt to align on one of the resolution options. Both parties should seek to find either an Optimal (win-win) or an Acceptable (give C take) option or even consider the option of “agreeing to disagree”. The best approach would be a (or multiple) face-to-face discussion.

2.2.5 Conclude

Results of the discussion and expected actions should be documented. Both parties should align on the status of the Dispute as either:

1. **Resolved** - document the option both parties aligned with that resolves the conflict
2. **Not to Resolve** - both parties agree to not resolve and not pursue further facilitation
3. **Pause G Retry** - both parties agree to pause for a period of time C re-attempt facilitation
4. **Unresolved** - Both parties aligned to move to Phase Two. To initiate Chapter Facilitation, a write-up of the conflict and outcomes of Phase One facilitation should be given to the Chapter President who will then provide guidance on next steps. The best approach would be to document these results, actions, and Dispute status during the face-to-face discussion step.

The total duration for Phase One, from Initiation to Conclusion, should not exceed fourteen (14) days.

2.3 Phase Two – Chapter Facilitation

The objective of the Chapter Facilitation Phase is to help the parties resolve their Dispute with the help of an experienced Chapter Leader, input from PMI Chapter Engagement Team, and the Region Mentor that oversees the local chapter representing the Disputants, as needed.

Chapter Leadership will first evaluate the Dispute situation and outcomes of Phase One and determine if it qualifies for facilitation. If they determine the Dispute situation is not appropriate for this program, they will summarize their determination, and the request will be dismissed.

The Chapter will assign a Facilitator to assist discussions between the Disputants to reach a resolution outcome. During this phase, the Disputants share their views with the Chapter Facilitator, who will guide them to help resolve the situation as early as possible.

2.3.1 Process Flow

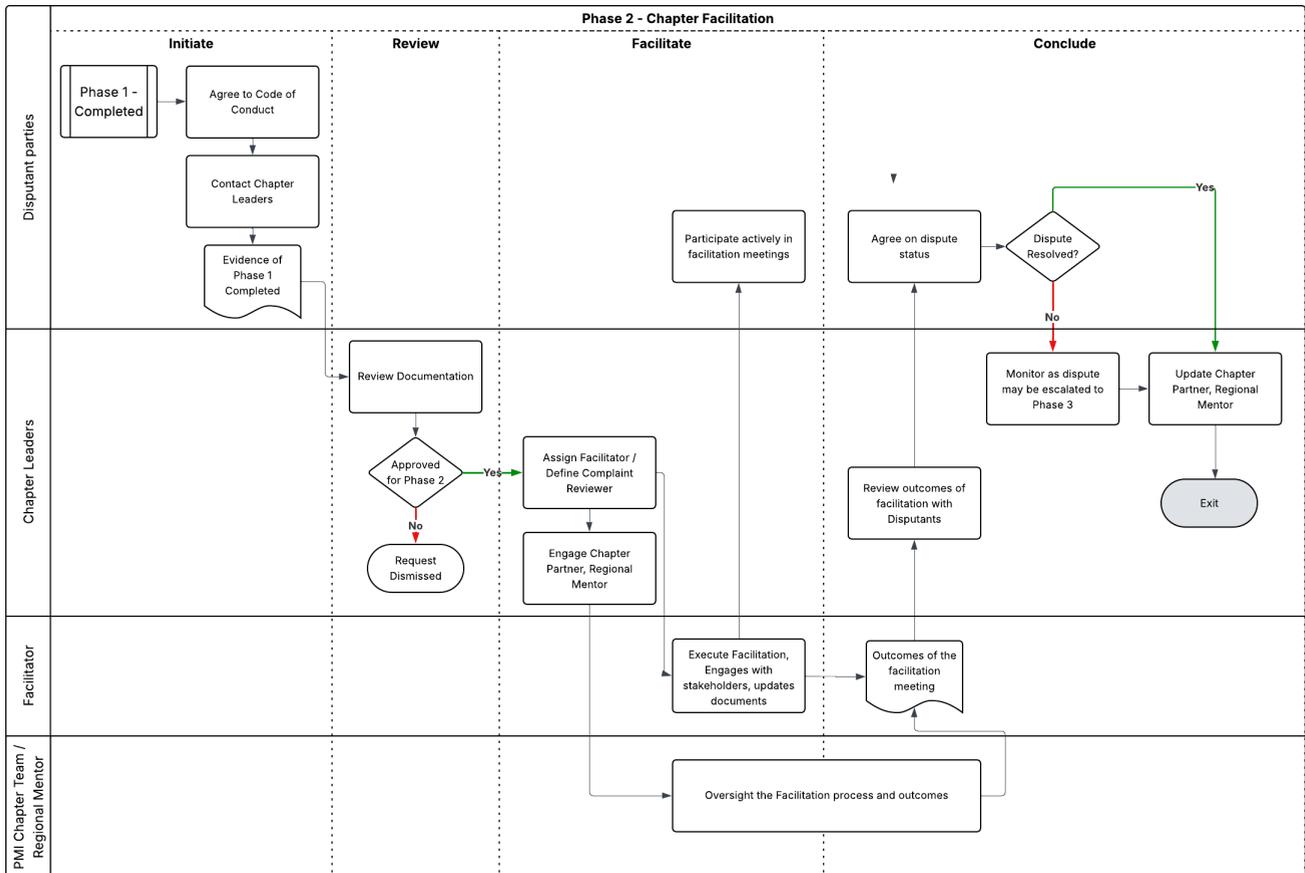


Figure 3 - Chapter Facilitation Process

2.3.2 Pre-requisites for Phase Two:

For this phase

- Phase One must be complete, and the outputs/results must be made available to the Chapter.
- Disputants must contact Chapter Leaders, their designated PMI Chapter Engagement Team member, or the Region Mentor, and provide evidence of Disputant Facilitation.
- Disputants recognize their acknowledgement of adherence to **PMI Code of Ethics and Professional Conduct**.

2.3.3 Parties to be Involved:

- Chapter Leaders
- PMI Chapter Engagement Team: Chapter Partner, Chapter Manager
- PMI Region Mentor
- Disputing Parties

2.3.4 Initiate

The Chapter Facilitation Phase is initiated once Phase One—Disputant Facilitation—has been completed

and the conflict remains unresolved. At this point, both Disputants must reaffirm their agreement to PMI's Code of Conduct and notify Chapter Leadership of their intent to proceed. They are expected to provide documentation or evidence of the unresolved Dispute from Phase One. This step formally activates Chapter involvement in the facilitation process and signals the beginning of structured support from leadership and designated Facilitators.

2.3.5 Review

Chapter Leaders review all documentation submitted from Phase One and assess whether the Dispute qualifies for Chapter Facilitation. If the case is approved, Chapter Leadership will assign a Facilitator or designate a Dispute Reviewer, who may be the Chapter President, a board member, or an experienced Past Chapter Leader. The Region Mentor or PMI Chapter Engagement Team may also be engaged to provide additional input.

During this step, Chapter Leaders will also analyze the context of the conflict to determine if there are related or contributing issues—such as chapter operations or policies—that may need to be addressed alongside the interpersonal Dispute.

The Facilitator will analyze the information generated in Phase One and decide on the format of the facilitation session(s).

If the Chapter determines that the case is not appropriate for Chapter Facilitation, the reasons will be documented and the request dismissed. The Disputants will be informed accordingly.

2.3.C Facilitate

The assigned Facilitator is responsible for scheduling and leading facilitation sessions with the Disputants. These sessions aim to clarify each party's views, reinforce understanding of PMI's Conflict Management process, the consequences of going to the next step in the process and help Disputants explore paths toward resolution—even if it requires trade-offs.

Typical questions posed during this phase might include:

- What would a win be for you?
- What are you willing to give up?

The Facilitator may offer resolution paths ranging from an optimal option (win-win for each), an acceptable option (with trade-offs from each part) or even an “agree to disagree” option. Throughout the process, the Facilitator will keep records up to date and communicate progress to Chapter Leadership.

2.3.7 Conclude

At the conclusion of the facilitation process, The Facilitator must document the outcomes that the parties have achieved, as well as the status of the Dispute. The possible outcomes include:

1. **Dispute resolved** – The Disputants have reached an agreement.
2. **Dispute unresolved** – The Disputants maintain disagreement and are unable to find an

agreeable
resolution.

3. **Dispute not to be solved** – Both parties agree to leave the matter unresolved.

If the Dispute remains unresolved and both parties agree to proceed, the case may advance to Phase 3: Mediation.

2.4 Phase Three – Mediation

The objective of the Mediation Phase is to support Disputants in reaching a mutually agreeable resolution with the assistance of a trained, neutral third party, a PMI volunteer Conflict Mediator. This phase provides a more structured and guided environment for addressing unresolved issues from the previous facilitation phases.

Once both Disputant and Chapter Facilitation efforts have been exhausted, a [PMI Chapter Conflict Report](#), is submitted along with documentation from the earlier phases, PMI's Global Chapter Programs team will review the case. If deemed appropriate, a qualified volunteer mediator from the Culture C Diversity team will be assigned.

PMI Volunteer mediators are trained to maintain neutrality and to be impartial facilitators. They will not judge the facts in a case or advocate for either side of the Dispute and help both sides develop options together.

The Mediation Phase introduces formal preparation and structured dialogue. The assigned mediator will lead the process, ensuring both parties engage in respectful and productive discussions aimed at identifying options for resolution. Participation in this phase requires a commitment from both Disputants to work in good faith under the mediator's guidance.

Mediators will maintain the confidentiality of the session proceedings. Confidentiality will be maintained with understanding that outputs and results will be shared with the PMI Chapter Engagement Team and Chapter President (or appropriate Chapter Leadership, which may include the Chapter Board). The PMI Chapter Conflict Mediation is a fully remote process, and all Mediation sessions will take place virtually.

2.4.1 Process Flow

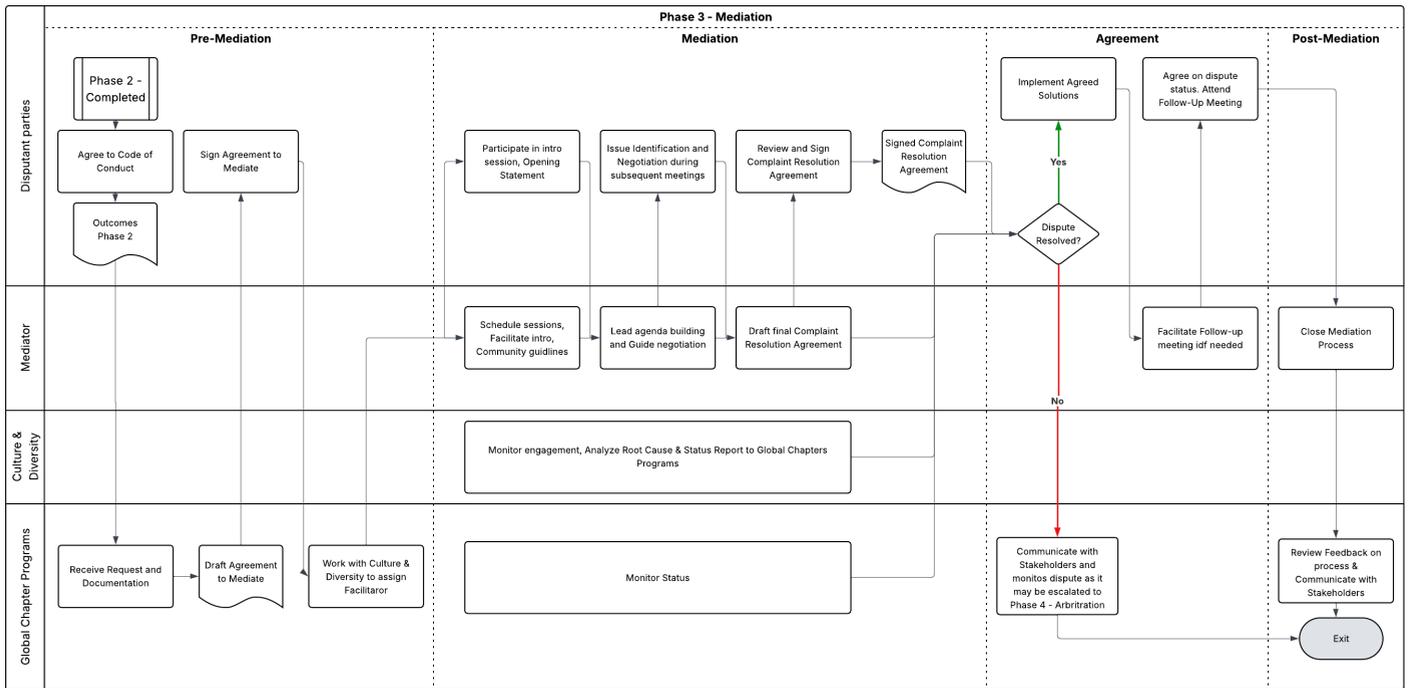


Figure 4 - Mediation Process

2.4.2 Pre-requisites for Phase Three:

For this phase

- Phase Two must be complete, and the outputs/results must be made available to the Chapter Global Programs.
- Disputants must contact Chapter Leaders, their designated PMI Chapter Engagement Team member, or the Region Mentor and request Mediation
- Disputants recognize their acknowledgement of adherence to **PMI Code of Ethics and Professional Conduct**.

The facilitation should follow a 4-step process:

2.4.3 Parties to be Involved:

- Disputing Parties
- PMI Global Chapter Programs
- Conflict Mediator
- PMI Culture C Diversity

2.4.4 Pre-Mediation

When Chapter Facilitation (Phase Two) does not result in resolution, Disputants may request to proceed to Mediation. To initiate this phase, both parties must:

- Reaffirm adherence to PMI’s Code of Conduct
- Submit documentation showing the unresolved nature of the conflict
- Formally request Mediation through the Global Chapter Programs Team by submitting

the Request for Mediation Form

PMI's Global Chapter Programs will review the request. If appropriate, both parties are asked to sign an **Agreement to Mediate** ((See Section 5.1 Appendix A for template and Section 5.2 Appendix B for Mediation Guidelines), which outlines the process and affirms their mutual commitment to participate in good faith and documents the mutually agreed intentions and actions of each party. Global Chapter Programs will conduct appropriate follow-up to encourage timely participation. However, if either party fails to respond or does not sign the Agreement to Mediate within ten (10) calendar days, the matter will be considered closed, and all parties, will be formally notified.

After assessment and review of the Conflict Report, a member from PMI's Global Chapter Programs Team will debrief the assigned Chapter Partner of next steps.

After receiving the signed Agreement to Mediate from both parties, Global Chapter Programs collaborates with **Culture G Diversity** to assign a trained volunteer Conflict Mediator, selected based on location, experience, and the nature of the conflict.

Successful Mediation begins with preparation. Both parties are encouraged to reflect on their goals, understand the Mediation process and cadence, and envision future-focused outcomes that support not only their individual needs but also the well-being of the chapter.

2.4.5 Mediation

Once the Agreement to Mediate is signed, the process transitions to a structured, facilitated engagement led by a PMI-trained volunteer mediator. Depending on the nature of the dispute, Mediator may meet with both parties at the same time or individually.

17.6 Preparation and Expectations

- The mediator meets individually with each party to explore interests, boundaries, and expectations.
- Parties reflect on their ability to represent themselves, consider the other party's perspective, and think about what outcomes would benefit their chapter.
- Sessions are typically virtual and scheduled over multiple weeks based on participants' availability.

17.7 Opening Session

- The mediator outlines the Mediation structure (format, frequency), confirms participation in good faith, and sets community guidelines.
- Each party presents an opening statement—prepared with support from the mediator—focusing on facts, desired outcomes and their impact on the chapter
 - The initiator of the Mediation's statement should include facts about events and issues as well as what actions or outcomes would resolve the situation.
 - The Disputant's statement may be concerned with their own understanding of the facts and issues, feelings, and reasons for being willing to enter Mediation.
- The mediator helps to document key themes and ensures a respectful, clear dialogue.

- Both parties should aim to explain how the outcomes are responding to the best interests of their Chapter.

17.8 Issue Identification and Negotiation

- Participants define and prioritize the key issues to be resolved.
- The mediator guides the parties to explore the interests behind those issues.
- The group co-creates solutions focused on the future, including behaviours, actions, or agreements that address mutual interests and are acceptable for both parties.
- Negotiation may span multiple sessions, and the mediator records outcomes between meetings.
- Confidential caucus sessions (1:1) may be used to support deeper reflection or explore sensitive options.

17.9 Agreement and Closure

- Once consensus is reached, the mediator helps draft the Dispute Resolution Agreement, (also known as the “Agreement”) capturing commitments in the parties’ own words.
- Solutions should follow the SMART framework (Specific, Measurable, Achievable, Relevant, Time- bound).
- The Agreement is signed by all parties and the mediator, then submitted to Global Chapter Programs for recordkeeping.

At this point, the Mediation concludes unless a follow-up meeting is scheduled as part of the Agreement (see 2.4.6 Dispute Resolution Agreement for next steps).

2.4.C Dispute Resolution Agreement

At the conclusion of the Mediation process, the parties will finalize a written Dispute Resolution Agreement with the support of the mediator. This Agreement is not legally binding, but it represents a mutual commitment to implement the agreed solutions in good faith.

- Once all parties have received and signed the Agreement, and if no follow-up meeting is included, **the Mediation process officially ends**. The mediator will provide written confirmation of closure.
- If either party requests a **follow-up meeting**, it must be mutually agreed upon and included in the final Agreement with a scheduled date and time.

2.4.7 Post-Agreement Action

If a follow-up meeting is included in the Agreement:

- The mediator will organize the meeting and may check in with the parties beforehand to clarify topics for discussion.
- During the meeting, parties should review progress and determine whether the

agreed solutions have been fully or partially implemented to their satisfaction.

- If progress is deemed satisfactory, no further action is required.
- If the solutions have not been fully met, parties may agree to extend the implementation period. However, only one follow-up meeting is included in the Mediation process, and the mediator will not schedule additional follow-ups.

All parties are responsible for executing the Agreement. The mediator's role does not include enforcement, but they may facilitate discussion on progress if needed.

2.4.8 *Ending the Mediation*

Mediation can conclude in three ways. In all cases, participants will receive written confirmation from the mediator that the process has ended.

- **Without an Agreement.** Any party may withdraw at any time. Since Mediation is a voluntary process, the process cannot continue without full engagement. Neither PMI nor the mediator will force anyone to participate in Mediation, even if the process has already started. If all parties agree that resolution is not possible, they may choose to proceed to **Arbitration**, provided they have made a good faith effort to mediate.
- **After Signing the Agreement.** If no follow-up meeting is included, Mediation ends once the signed agreement is shared with all participants.
- **After the Follow-Up Meeting.** If a follow-up meeting is included, Mediation officially ends after that session, regardless of the outcome.

Whether or not an agreement was reached, PMI Global Chapter Programs welcomes feedback from participants on their experience with the process.

Please contact the PMI Global Chapter Programs team with any questions, comments or suggestions at

chapterconflict@pmi.org

2.5 Phase Four – Arbitration

The objective of the Arbitration Phase is to provide a final resolution pathway for Disputes that remain unresolved after Mediation. This phase involves an external, third-party arbitrator who will review the case and issue a binding decision.

Unlike Mediation, where resolution is reached through mutual agreement, arbitration is an **Alternative Dispute Resolution (ADR)** method in which an impartial arbitrator renders a final verdict based on the evidence presented. This process allows parties to resolve their Dispute outside of legal court proceedings. If a Dispute is not resolved after duly following the procedures outlined in Phases 1 through 4 of the Chapter Conflict Management Program, both parties may mutually agree to request an Arbitration.

For Disputes involving parties within North America, arbitration shall follow the rules of the American Arbitration Association (AAA). For Disputes outside of North America, the International

Center for Dispute Resolution (ICDR) will apply. Disputants are encouraged to review and understand the rules and procedures of the applicable arbitration body to ensure they are fully aware of their rights and responsibilities.

Arbitration is initiated and managed by the Disputants themselves. PMI is not involved in the arbitration process but requests to be kept informed of the outcome. Disputants are responsible for selecting an arbitration provider, registering for the service, and covering any associated costs.

This phase is intended as a last resort, used only when all previous efforts within the Chapter Conflict Management Program have been fully explored and no resolution has been achieved.

2.6 Roles and Responsibilities

- Global Chapter Programs Team
 - **Manager, Global Chapter Programs:** The manager from the Global Chapter Programs team is responsible for Program Oversight; Conducts assessments of Chapter Disputes. May act as, or part of, the Governing Body.
 - **A member from the Global Chapter Programs** team is designated as a subject matter expert and Program Owner; Receives and conducts initial assessment of chapter Disputes; point of contact for Regional Team.
- **Culture and Diversity:** Provides coordination and support for Conflict Mediators, focusing on aligning the program with PMI’s cultural values and DECI principles. Leads training and awareness efforts centered on interpersonal relationships, inclusion, and values-based behaviour to help prevent conflict. Collaborates with Global Chapter Programs on program evolution and fosters community and shared learning among Mediators.
 - **Conflict Mediators (“Mediators”):** Volunteers who reside in the specified PMI region and serve a two-year term; Serve as a neutral third party trained in conflict Mediation to assist parties in reaching mutually agreed-upon resolution to Disputes; Works closely with the Culture C Diversity Team.
- **Global Chapter Engagement:** Chapter Engagement Partner, Chapter Manager/Regional Head of Community and Region Mentor (“Chapter Partners”). Primary contact for dealing with any concerns related to chapter business. Provides region updates and suggested Program opportunities to the Global Chapter Programs Team.

2.7 Program Oversight

PMI’s Global Chapter Programs team has overall responsibility for the Conflict Management Program including policy, program development, and evaluation. PMI’s Global Chapter Programs, with consultation from PMI’s Legal Department, shall resolve any Disputes regarding the interpretation and applicability of these procedures.

3. COMPLAINT RESOLUTION

The intention for the Complaint Process is for general purposes only and should serve as a foundational framework for PMI Chapters to develop a complaint policy. It is imperative that during the policy creation process, careful consideration is given to relevant legislation, and it is suggested legal counsel is consulted to ensure compliance.

3.1 Chapter Complaints

Chapter Complaints are issues involving chapter operations, governance, policy, actions, or procedures, which should be resolved at the chapter level, with the chapter board having final authority.

An individual (member or non-member) may submit a Chapter Complaint about an issue that they are raising to the Chapter to address. Complaints can include issues with:

- chapter governance and operations
- Chapter events and programs
- Interactions with chapter leadership and volunteers
- Chapter policies and procedures. (Including Chapter nominations/elections, volunteering responsibilities, etc.)

Example scenarios that might prompt a chapter related complaint:

3.1.1. Policy related:

- Board candidate allowed on the slate, who did not meet qualification requirements.
- Nomination committee did not follow policy procedures when shortening the submission period.

3.1.2. Operations related:

- System downtime impacting member registration.
- Event speaker swapped out without notification or option to unregister.

3.1.3. Interactions related:

- Disruptive behaviour impacting a chapter event or meeting.

Please note the above-referenced list of examples is not exhaustive and does not include all possible scenarios.

3.2 Process Flow

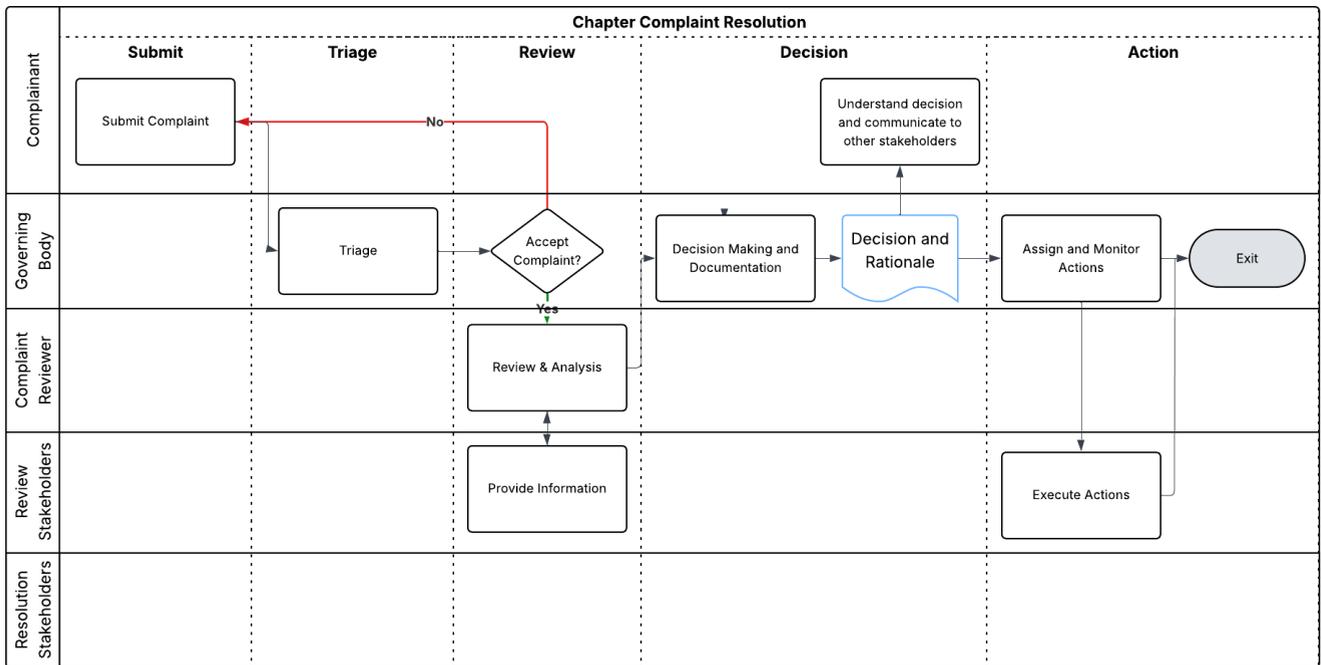


Figure 5 - Suggested Complaint Resolution Process

Phase	Description/Outcomes	Responsible
1. Submit	Complaint submitted to chapter leadership.	Complainant
2. Triage	Initial review, triage, accept/reject C assign Complaint Reviewer.	Governing Body
3. Review	Review complaint, engage stakeholders for information, analyze resolution recommendations, and provide analysis to Governing Body.	Complaint Reviewer C Review Stakeholders
4. Decision	Make decisions and assign resolution/outcome actions. Communicate to impacted stakeholders.	Governing Body
5. Action	Execute and monitor resolution actions.	Resolution Stakeholders C Governing Body

3.3 Stakeholder Roles C Responsibilities

- **Complainant:** Responsible for submitting to Chapter Leadership a clear and concise summary of complaint with evidence support claims.
- **Governing Body:** Confirms completeness of complaint submission, triages complaint to ensure proper approach processing, assigns Complaint Reviewer, makes decisions and assign resolution actions.
- **Complaint Reviewer:** Appointed role by the Chapter Board/Leadership to review Chapter Complaint submission, gather information, and provide analysis to the Governing Body for decisioning and resolution actions.
- **Review Stakeholders:** Individuals, organizations, or other stakeholders engaged by the

Complaint Reviewer in analysis of complaint.

- **Resolution Stakeholders:** Individuals, organizations, or other stakeholders responsible for outcomes and resolution actions.

3.4 Authority

All filed Chapter Complaints and determinations are reviewed and approved by the Chapter Board and filed in accordance with the chapter policies and records management procedure. If no formal policies exist, the Board should apply a consistent and reasonable approach aligned with the chapter's standard practices for documentation and decision-making.

3.5 Professional Conduct

During the review of the Chapter Complaint, it is imperative that all parties conduct themselves with respect and professionalism. Maintaining a courteous and cooperative demeanour fosters an environment conducive to finding a satisfactory resolution. Any interactions, whether verbal or written, should reflect a commitment to constructive dialogue and mutual understanding.

4. DEFINITIONS

Agreement to Mediate: Is a **formal written document** signed by both parties in a dispute who agree to resolve their conflict through PMI's Chapter Conflict Mediation process rather than litigation or other adversarial processes.

Alternative Dispute Resolution: Decision making processes to resolve conflicts that do not involve litigation, or formal equal employment opportunities (EEO) complaints, formal grievances, or disciplinary actions.

Chapter Dispute: Disagreement or ongoing disruptive behaviour among two PMI chapter volunteers that require intervention.

Chapter Leader(s) or Chapter Leadership: Chapter President, and/or a Chapter board member, and/or a past Chapter Leader.

Common Courtesy: When you agree to mediate using common courtesy, you agree not to interrupt another speaker, and to avoid using inflammatory language.

Complaint: A conflict situation that an individual (the complainant) formally raises to chapter leadership for resolution.

Complaint Reviewer: Chapter President, a Chapter board member or an experienced Past Chapter Leader; may also be Chapter Complaint Owner.

Complainant: An individual that submits a complaint to Chapter Leadership for a resolution.

Conflict: Chapter conflicts are classified across 2 types: Complaints or Disputes. Complaints are filed by a complainant related to either chapter operations, events or interactions with other individuals. Disputes deal with 2 volunteers that are engaged in disruptive behaviour that requires intervention/guidance to resolve.

Dispute: A conflict situation between two PMI Chapter volunteers who are unable to resolve without intervention.

Dispute Resolution Agreement (“Agreement”): When all or part of the issues in Dispute have been resolved to the mutual satisfaction of the parties the agreements reached are written down and signed by the parties and mediator.

Disputant: Individual involved in an ongoing Dispute. The person(s) with whom the Initiator wishes to negotiate in order to resolve the issues in the complaint or Dispute and has been named in a [Chapter Conflict Report Form](#) (“Conflict Report”).

Facilitator: Chapter President, a Chapter board member, or an experienced past Chapter Leader.

Governing Body: Authority responsible for overseeing or regulating the subject matter of a Chapter Complaint. They may be the Chapter Leaders, Chapter Board of Directors, or a Board appointed team/committee of chapter volunteers.

Good Faith: All Mediation participants are required to agree to mediate in “good faith.” That is, they must agree to (1) listen to all sides of a Dispute, (2) share all pertinent information, (3) keep an open mind and not maintain a fixed negotiating position, (4) explore their and the opposing sides’ interests, and (5) help develop options that meet the interests of all parties.

Initiator: The person who requests Mediation services to help resolve a Dispute.

Interest: A concern, need, or desire behind an issue—why the issue is being raised.

Interest-based Mediation: A process that seeks to discover and satisfy the underlying interests of parties rather than to meet the stated positions or demands that they bring to negotiation. Also known as win-win negotiation.

Issue: A subject under discussion or negotiation; the “what” or problem which needs to be solved.

Mediation: A structured Dispute resolution process in which a person or persons with no interest in the outcome of the conflict assist the Disputants in reaching a negotiated settlement of their differences. The Mediation process is voluntary and aims at a signed Dispute Resolution Agreement defining future behaviour of the Disputants. The mediator helps parties communicate, negotiate, and reach agreements but is not empowered to render a decision.

Mediator: A mediator serves as a trained neutral third party and impartial facilitator of the structured process referred to as Mediation. The mediator does not make decisions for the parties and does not impose a resolution to the Dispute. The mediator does not serve as an

arbitrator or judge of the facts of a case and does not advocate for any side in the Dispute. The mediator helps the parties explore their interests and develop options towards a mutually satisfactory resolution of the issues.

Solution: A potential option that can meet one or more interests.

Subject Matter Expert (“SME”) - Individual(s) or Volunteer(s) who have extensive knowledge with Chapter Governance and strong knowledge of chapter operations and PMI chapter tools and resources.

5. APPENDICES: GUIDELINES, FORMS AND AGREEMENTS

5.1 Appendix A: PMI Chapter Conflict Management Program

Agreement to Mediate PMI CHAPTER CONFLICT MANAGEMENT

PROGRAM AGREEMENT TO MEDIATE

The Parties to this Mediation Agreement (“Agreement”) are _____,
_____, and
_____. The Parties desire to use a Mediator to assist them in resolving a Dispute relating to the _____ Chapter. The parties are willing to enter into this Agreement to Mediate pursuant to Project Management Institute’s (PMI) Mediation Process, and each agrees as follows:

In consideration of receiving Dispute resolution services from [PMI’s Chapter Conflict Management Program](#), I agree to enter into this Mediation (“Mediation”) in good faith.

I will sincerely attempt to resolve this Dispute, agree to cooperate with the Mediator assigned to this case, and give serious consideration to all suggestions made, for the sake of developing a realistic solution to the problem.

I confirm that I have read [PMI’s Chapter Conflict Management Program](#), in particular Section 2.4.5, Mediation Process, and agree to mediate pursuant to both.

I understand that the Mediator assigned to this case will not be serving as an advocate, attorney, or judge. The Mediator’s sole function is to act as a neutral facilitator. Any agreements or decisions resulting from this Mediation session are entered into voluntarily and by mutual acceptance of the parties.

I agree that Mediation sessions are confidential and that all offers, promises, conduct and statements, whether written or oral, made during proceedings are inadmissible in any litigation or arbitration of this Dispute, to the extent allowed by law. However, matters that are admissible in a court of law or other administrative process continue to be admissible even though brought up in a Mediation session.

PMI, its employees, agents, representatives, including but not limited to Chapter Volunteers

acting as Mediators, shall not be liable for any act or omission in connection with the Mediation.

I also agree to not subpoena or require the Mediator to testify or produce records, notes, or work product in any future proceeding(s) and that no recordings or stenographic records will be made of the Mediation session.

I have read, understand, and agree to each of the provisions of this

Agreement. Signature: _____ Date: _____

5.2 Appendix B - Mediation Guidelines, Tips and Advice

General

- All participants are expected to conduct themselves with professionalism and respect throughout the Mediation process. Maintaining a courteous and cooperative demeanor fosters an environment conducive to constructive dialogue and mutual understanding.
- PMI uses an interest-based Mediation model. This model seeks to move people experiencing conflict towards a win-win mindset by creating mutual agreements that meet the needs and goals of all parties, including the wider chapter.
- PMI Volunteer Mediators are neutral facilitators—not arbitrators, judges, or advocates. They guide parties through a structured, confidential process focused on uncovering underlying interests and co-developing solutions.
- Depending on the nature of the dispute, Mediator may meet with both parties at the same time or individually.
- As a participant in the Mediation process, each party's role is to mediate in good faith, using the principles of common courtesy. Mediating in good faith means participants are willing to listen to the other party's perception of the Dispute, maintain an open mind and consider any options for resolution, be willing to negotiate without holding to a fixed position, and be willing to share all relevant information.
- PMI Chapter Conflict Mediation is a fully remote process conducted virtually unless otherwise agreed.
- While each case may vary, the Mediation process is expected to reach resolution within 60 calendar days from the date the Conflict Report is received.

Pre-Mediation

- **Reflect before engaging.** Much of what makes Mediation successful happens before the parties meet. Know your goals, think about the chapter's broader needs, and visualize what a successful resolution looks like.
- **Approach with openness.** Mediation isn't about proving who's right and is not about winning—it's about finding a working resolution to move forward. Prepare mentally and emotionally for compromise. Mediation's fundamental principle is self-determination.

- **Understand the Agreement to Mediate.** Signing this non-binding agreement is a commitment to engage respectfully, in good faith, and with confidentiality. It sets the tone for the process.
- **Ensure the right people are involved.** The process is only between the two core parties in conflict. Others may be consulted if their input is required for resolution, but they won't be in the session.
- **Represent yourself.** No representatives or companions are allowed. If someone else joins, the session will be paused and rescheduled.
- PMI's Global Chapter Programs and Culture C Diversity teams support the process by reviewing submitted reports, assigning a mediator, and tracking procedural progress. However, they do not participate in the actual Mediation session.

Mediation

(a) Technical and Setup Tips

- **Check your tech.** Use a reliable device (preferably a desktop), a stable connection, and test your access to the meeting link ahead of time.
- Mediations usually take 1-3 hours but can vary due to other circumstances. The mediator will discuss timing and availability with all parties.
- **Create the right space.** Join from a quiet, private location with necessary materials (notes, documents, water, etc.).
- **Recording or transmission of the Mediation is not allowed.** Any attempt to record will result in immediate termination of the session. Both parties will receive confirmation in writing that Mediation has ended due to recording / transmission.

(b) During the Sessions

- **Use your opening statement wisely.** Share facts, desired outcomes, and how the situation impacts the chapter. Avoid attacking the other party.
- **Be transparent with the mediator.** Their goal is to help you reflect and find constructive options— not judge your experience.
- **Practice active listening.** Practice active listening and respectful communication. Use respectful language, avoid inflammatory terms, interruption, or assumptions. Stay focused on the issue, not the individual. Take notes to support thoughtful responses.
- **Stay future-focused.** Don't rehash the past—collaborate on workable, sustainable solutions that benefit all parties.
- **Focus on shared goals.** Mediation is about collaboration and building workable, forward-looking solutions.
- The mediator may ask clarifying questions about proposed solutions and help each party reflect on their comfort with them. This exploration is critical in identifying workable resolutions.
- **Work with the SMART framework.** Aim for agreements that are Specific, Measurable, Achievable, Relevant, and Time-bound.
- **Be open to creative options.** The best solutions often come from exploring new ways to meet shared interests—be flexible.

- **Use caucus time wisely.** Confidential one-on-one sessions with the mediator are for honest reflection and problem-solving—be open.
- **Respect timing.** Sessions may be scheduled outside regular work hours but avoid late evenings to ensure focus and energy from all parties.

Agreement

- **Review the agreement carefully.** Make sure it reflects what you agreed to—use your own language and ask questions if anything feels unclear.
- **One follow-up only.** If you need a follow-up meeting, request it before closing Mediation. Only one is included in the process.
- **You own the outcome and implementation is your responsibility.** The mediator won't track progress. Stay committed to following through on your part.
- **Be honest in follow-up.** Use that meeting (if scheduled) to check in realistically. If things aren't working, talk about how to adjust—but know that no additional follow-up will be facilitated.

Post-Mediation

- **Mediation ends in three ways:** with agreement, after the follow-up meeting, or if a party withdraws.
In all cases, you'll receive written confirmation.
- **Your voice matters.** Whether you reached agreement or not, PMI welcomes your feedback. Share your experience to help improve the program.

Constitution Review Committee Members

[Name] _____

[Name] _____

[Name] _____

Signature indicates approval

Appendix 1

Currently co-opted Board Members: Craig Taylor – March 2025, Max Krotov, June 2025