

## Chapter Charter Agreement

{ChapterLegalName}  
{FullAddress}

Dear Chair/President of Internet Society {TerritoryName} Chapter,

Internet Society, a non-profit corporation formed under the laws of the District of Columbia with headquarters located at 11710 Plaza America Drive, Suite 400, Reston, Virginia 20190 USA (“**Internet Society**” or “**ISOC**”) is pleased to grant {ChapterLegalName}, [Jurisdiction Is Not “United States” {Jurisdiction.AorAn} {Jurisdiction}][Jurisdiction Is “United States” {StateJurisdiction.AorAn} {StateJurisdiction}] {EntityType} with offices located at {FullAddress Format ", |, !"} (the “**Chapter**”), a non-exclusive charter to be a chapter of Internet Society in {TerritoryName} (the “**Territory**”) on the following terms (this “**Chapter Charter**”).

### 1. Purpose of Chapter.

- a. The purpose of the Chapter shall be to support Internet Society’s vision, mission, and operating principles in the Territory.

### 2. Chapter Governance.

- a. The Chapter shall develop, maintain, and adhere to articles of association, bylaws, or equivalent governing documents, as required by the applicable local laws and regulations in the Territory (the “Governance Documents”). The Governance Documents shall in accordance with local legislation (i) provide for a representative governing body and a consistent mechanism to ensure regular and periodic transparent and open elections; and (ii) establish the length and maximum number of terms that any individual may hold office both successively and in total.
- b. The Chapter’s Governance Documents shall not conflict with local legislation nor with Internet Society’s Bylaws and other governance policies related to chapters. When requesting recognition as a chapter, the Chapter shall file a copy of the Chapter’s Governance Documents with Internet Society for consideration. The Chapter is recommended to submit any subsequent changes to the Chapter’s Governance Documents to Internet Society staff, and a Chapter may request advice from the staff regarding proposed changes to its Governance Documents.

### 3. Chapter Activities.

- a. The Chapter agrees to perform the following actions in support of Internet Society’s vision, mission, and operating principles:
  - I. Establish and maintain the Chapter with a minimum of twenty-five (25) individuals who must be individual members of Internet Society, as defined in Internet Society Amended and Restated Bylaws;

- II. Maintain updated Chapter member information in the ISOC membership database, consisting of a current list of Chapter officers and members and monthly updates of pending membership applications, subject to compliance applicable data protection laws and legitimate and demonstrable privacy concerns;
  - III. Conduct at least one mission-related activity during every 12-month period;
  - IV. Establish and maintain a presence on the Internet for the Chapter; and
  - V. Establish a bank account or other equivalent financial account in the name of the Chapter to receive and disburse funds, including funding provided by Internet Society.
- b. The Chapter shall endeavour to sponsor and conduct programs and activities that further the purposes and objectives of Internet Society, 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 through Internet Society in support of its programs and activities. The Chapter shall periodically (at least annually) provide to Internet Society a schedule of upcoming meetings, conferences, and seminars, as well as other programs and activities that the Chapter intends to sponsor or conduct.
  - c. Members of the Chapter shall be individual members of Internet Society and Internet Society shall have the right to communicate with such members as it deems appropriate, including through the membership information collected by the Chapter. The terms of this section are subject in all respects to compliance with applicable data protection laws and legitimate and demonstrable privacy concerns.

#### **4. Internet Society Support.**

Internet Society will provide the following support to the chapters in accordance with ISOC's annual business plan:

- a. Tools, materials, and resources, including, but not limited to supporting the following areas:
  - I. Leadership development;
  - II. Programme development;
  - III. Grant opportunities;
  - IV. Membership recruitment and retention;
  - V. Organizational development; and
  - VI. Public and technology policy information and position papers as developed by ISOC.
- b. Collateral materials, templates (electronic and/or print), and other tools which can be used to promote Chapter programmes and services;

- c. Two-way communication channels and forums to facilitate information sharing, the distribution of relevant information, and the fostering of cross-chapter collaboration;
- d. Access to Internet Society's membership portal to manage the Chapter's membership;
- e. Advice, guidance, and assistance by Internet Society staff members in relation to the resources mentioned above; and
- f. Financial support in accordance with ISOC policies and procedures.

#### **5. Trademark, Logo, and Tools.**

- a. Internet Society hereby grants the Chapter a limited, revocable, non-exclusive license to use the name "Internet Society," the Chapter-specific logo created by Internet Society and the chapter tools, in each case in the Territory during the term of this Chapter Charter, subject to the following conditions: (i) the Chapter acknowledges that Internet Society is the sole owner of such trademarks and logos; (ii) the Chapter shall comply with the brand guidelines published by Internet Society from time to time; and (iii) the Chapter shall utilize the Chapter's formal legal name in all agreements and other formal legal documents.
- b. ISOC recommends that the name of the Chapter conform to the following format: "Internet Society – {TerritoryName} Chapter," which may be translated into the local language of the Territory. The Chapter shall use such name and its Chapter-specific logo in all external communications, including any communications to the media. Internet Society staff may grant exceptions to the foregoing provision upon a showing of good cause.

#### **6. Chapter Independence.**

Subject to the terms of this charter, the Chapter shall operate as an independent entity with the sole authority over Chapter activities, governance, membership, funding, and other matters. Consistent with this independence, (i) any public use of Internet Society's name or logo by the Chapter must clearly disclose the full name of the Chapter; (ii) any contracts entered into by the Chapter shall be made in the formal legal name of the Chapter; (iii) the Chapter shall not act as agent for or on behalf of Internet Society or represent or bind it in any manner without Internet Society's prior written approval; and (iv) all public positions and statements made by the Chapter shall clearly indicate that the Chapter, as opposed to Internet Society, is the source of such public positions or statements.

#### **7. Tax Exempt Status.**

Internet Society is a registered charity that is exempt from United States Federal and State taxation under Section 501(c)(3) of the United States tax code and associated state tax laws. Consistent with the obligations that follow from such tax exempt status, any Chapter that receives any funding from Internet Society shall (i) submit periodic activity reports to Internet Society summarizing its programmes, activities, and operations on such forms as Internet Society may provide; (ii) maintain reasonable records related to all of its programmes, activities, and operations, including records of all expenditures funded by Internet Society; (iii) upon written request of Internet Society and, at Internet Society's expense, shall permit Internet Society or its agents to review appropriate records of the Chapter's programmes, activities, and operations

funded by Internet Society; and (iv) shall receive any grant funding from Internet Society in a bank account or other equivalent financial account in the name of the Chapter. The Chapter shall comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

**8. Term.**

- a. The term of this charter shall commence upon the execution of this Chapter Charter by Internet Society and the Chapter and shall remain in effect until (i) the Chapter provides written notice of such termination to Internet Society; or (ii) Internet Society terminates this Chapter Charter in the manner set forth in subparagraph b. below.
- b. If the Chapter is not in compliance with the terms of this Chapter Charter and has not received, based on valid reasons, a waiver from ISOC staff, a process of "Rejuvenation" will be initiated. The Chapter will be granted a period of three months to address the compliance issues identified by the ISOC staff. In extreme cases of misconduct and following written notification to the Chapter, ISOC reserves the right to shorten or eliminate this three-month period. If after this period of three months (if applicable), the Chapter has not resolved these issues, the Chapter will be put in "Rejuvenation" for a period of up to 12 months. During this period, the Chapter will be asked to take the necessary steps to resolve these issues. During a rejuvenation period, no fellowships or grant funding will be available to the Chapter. If after the rejuvenation period the Chapter is not successful in addressing the compliance issues, Internet Society will have the right to terminate this Chapter Charter by providing written notice to the Chapter. A decision to terminate the Chapter Charter may be appealed by the Chapter in accordance with Article IV of ISOC's Amended and Restated Bylaws.
- c. Upon termination of the Chapter Charter, the license granted by Section 5 shall terminate and the Chapter shall cease all use of Internet Society name, logo, and chapter tools and shall take all actions necessary to renounce its legal right to use or reserve the name "Internet Society" or any derivative thereof in the Territory.

**9. Limitation of Liability.**

Internet Society will bear no responsibility for any loss incurred by the Chapter or any third party, or for any torts, damages, or liabilities, including to third parties, arising out of or in any way related to any of the Chapter's activities.

**10. Amendment of Chapter Charter.**

Internet Society reserves the right to amend this Chapter Charter by providing 90 days written notice to the Chapter. Continued participation in Internet Society activities and use of Internet Society trademark and logo shall be deemed to be acceptance of such amendment.

**11. Dispute Resolution.**

Any dispute, controversy, or claim arising under, out of, or relating to this charter and any subsequent amendments of this charter, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach, or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the ICOM-

WIPO Mediation Rules. If, and to the extent that, any such dispute, controversy, or claim has not been settled pursuant to the mediation within 60 days of the commencement of the mediation, it shall, upon the filing of a request for arbitration by either party, be referred to and finally determined by arbitration in accordance with the WIPO Arbitration Rules. The arbitral tribunal shall consist of a sole arbitrator. The place of arbitration shall be Geneva, Switzerland. The language to be used in the arbitral proceedings shall be English.

*[signatures follow on next page]*

**IN WITNESS WHEREOF**, the undersigned have executed this Chapter Charter dated as of the date of the last signature affixed hereto.

**INTERNET SOCIETY**

**{CHAPTERLEGALNAME FORMAT  
UPPER}**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: **Sebastian Bellagamba**

Name: \_\_\_\_\_

**Vice President, External and**

Title: **Community Engagement**

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_