

PROJECT MANAGEMENT INSTITUTE	GENERAL OPERATIONS POLICY	No.: 95-100-M
		Date: June 23, 2000
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POLICY TYPE:	IT/MIS	Rev Date:
		Page: 1 of 5
POLICY TITLE:	PMI Electronic Systems & Communications Policy	
Prepared By: Karen Alfonsi	Approved: Chief Executive Officer/Board of Directors	
Date: 3/00	Date: June 2000	

I. POLICY STATEMENT:

Technology advances have dramatically strengthened global communications and information channels for individuals, academia and the business community. These communications and information sources provide great benefit while also carrying a certain level of risk. Thus, this policy is intended to provide guidelines and policies intended to reduce these risks to the greatest extent possible in an effort to protect the Project Management Institute, Inc. ("PMI") and more importantly its members, staff, and the public-at-large.

II. PURPOSE:

This policy establishes guidelines and rules which govern the conduct and use of PMI Electronic Systems and Communications by PMI directors, PMI Component leaders, members, employees, contractors, vendors, and other non-member representatives ("Users.") Among other goals, this Policy is intended to set appropriate standards for the use of PMI Electronic Systems and Communications and to prevent the improper or unauthorized use of such communications and systems.

III. DESIRED RESULTS/OBJECTIVES:

This policy applies to all users of computer, telecommunications, and other similar electronic devices and systems, including, but not limited to: computer, Internet, PMI web, video, electronic mail, voice, voice mail, printer and facsimile transmission activities, which are owned or operated by the Project Management Institute, Inc. ("PMI Systems"), and all communications utilizing these PMI systems.

IV. DEFINITIONS: Not applicable.

V. PERSONS AFFECTED: Members, staff and the public-at-large.

VI. DISSEMINATION:

Internal: Staff

External: Members & the public-at-large.

VII. RESPONSIBILITIES:

Users of PMI Systems are bound by the terms of this Policy. Use of PMI Systems constitutes acceptance of the terms of this Policy and its requirements.

VIII. PROCEDURES:

1. User permission – All users have a responsibility to use PMI Systems in a professional, lawful and ethical manner. Users agree to use PMI Systems only for proper and related business and association communications. Users will exercise due care and good judgement in using PMI Electronic Systems and Communications consistent with the terms and requirements of this Policy and any applicable laws or regulations.
2. User Conduct – Users understand and agree by their use of such PMI Systems that all information, data, text, software, music, sound, photographs, graphics, video, message or other materials (“Content”), whether publicly posted or privately transmitted, are, unless otherwise authorized by PMI, the sole responsibility of the person from which such Content originated. This means that you, and not PMI, are entirely responsible for all Content that you upload, post, e-mail, or otherwise transmit via PMI Systems. PMI does not control the Content transmitted and posted via PMI systems and, as such, does not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will PMI be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any content posted, e-mailed or otherwise transmitted by Users via PMI Systems.
3. Users are prohibited from using PMI Systems and Communications for unlawful, inappropriate or unauthorized purposes, including, but not limited to, the Use Limitations outlined in this Policy. Users who receive, or are aware of, any inappropriate or illegal communication or activity will immediately notify PMI’s Chief Executive Officer.
 - a) Unlawful Communications. Users may not upload, post, e-mail or otherwise transmit any unlawful, tortuous, harmful content, or content otherwise prohibited under any law or under contractual or fiduciary relationships (e.g., inside information; proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements.) Users may not post or transmit any communication which may encourage or facilitate members to arrive at any agreement which either expressly or implied leads to price fixing, a boycott of another’s business, or other conduct which is intended to illegally restrict free trade. Recognizing the global nature of PMI and PMI Systems, Users agree to comply with all local rules regarding conduct and acceptable Content, including applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.
 - b) Inappropriate Communications. Users may not post or transmit any material which violates or infringes in any way upon the rights of others, which is defamatory, abusive, profane, harassing, threatening, sexual, offensive, discriminatory or otherwise unethical, including but

not limited to any other unauthorized or inappropriate materials (e.g., stalking others; offensive, sexual or discriminatory materials, etc.)

- c) **Unauthorized Activities.** Without prior written permission from PMI, PMI Systems may not be used to send, receive, view or store commercial or personal advertisements, solicitations, promotions or endorsements. Users are strictly prohibited from uploading, posting, e-mailing or otherwise transmitting unsolicited or unauthorized advertising, promotional materials, spam, pyramid schemes, chain letters, or any other form of solicitation.
 - d) **Misrepresentations.** Users will not impersonate any person or entity, nor falsely state or otherwise misrepresent their affiliation with a person or entity. Users will avoid making any representations of personal or unauthorised opinions and views as being those of PMI. Furthermore, Users acknowledge that chats, postings and other communications by other Users are not endorsed by PMI, and such communication shall not be considered reviewed, screened, or approved by PMI.
 - e) **Protection of Confidential, Proprietary Information or Trade Secrets.** Unless expressly authorised to do so, User is prohibited from sending, transmitting, or otherwise distributing proprietary information, data, trade secrets or other sensitive or confidential information or otherwise unauthorised use of copyrighted, patented or trade secret information and improper use of trademarks, service marks, certifications marks and the like. Unauthorised Users are prohibited from possessing, reviewing, or distributing the content of any communication the User reasonably knows to be confidential, private and/or intended for another recipient.
 - f) **Illegal Copying.** Users may not illegally copy material protected under copyright law or make that material available to others for copying. You are responsible for complying with copyright law and applicable licenses that may apply to software, files, graphics, documents, messages, and other material you wish to download or copy.
 - g) **Internet, PMI Web Sites and Links.** Users accessing the Internet do so at their own risk and PMI is not responsible for material viewed or downloaded by Users from the Internet. The PMI web site includes links to other web sites, resources and advertisers. PMI is not responsible for the availability of these external sites nor does it endorse or is it responsible for the content made available on or through such external sites.
 - 1) **Links:** The PMI web site may provide, or third parties may provide, links to other web sites or resources. PMI does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on, or available from, such sites or resources. Users agree that PMI shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.
 - 2) **Advertisers:** Users business dealings with, or participation in promotions of, advertisers found on or through PMI's web site, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between the User and such advertiser. Users agree that PMI shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on PMI's web site.
4. **Breach of Security -** Users will make all reasonable efforts to prevent and immediately report to PMI the existence of viruses, tampering, or other breaches of PMI Systems and Communications security.

- a) Breach of Security. Users are prohibited from using PMI Systems and Communications to damage, alter, disrupt, or gain unauthorized access to PMI Systems or other remote computers, systems, or other electronic devices including, but not limited to, any unauthorized use or disclosure of any PMI Systems and Communication security code or password. Users are prohibited from uploading, posting, e-mailing or otherwise intentionally transmitting any material that contact software viruses or any other computer code, file or program designed to interrupt, destroy, limit or in any way jeopardize the security and functionality of any computer software, hardware or telecommunications equipment.
 - b) Accessing the Internet. To ensure security and avoid the spread of viruses, Users accessing the Internet through a computer attached to PMI's network must do so through an approved Internet firewall or other security device. Bypassing PMI's computer network security by accessing the Internet directly by modem or other means is strictly prohibited unless the computer you are using is not connected to PMI's network. User accesses the Internet at their own risk.
 - c) Virus detection. Files obtained from others, including disks from home, files downloaded from the Internet, newsgroups, bulletin boards, or other online services; and files attached to e-mail, may contain dangerous computer viruses that may damage PMI Systems, as well as that of the User. Users should never directly download files from the Internet, open, execute or install e-mail file attachments from outsiders, or use disks from outside sources, without first scanning the material with virus checking software. If you suspect that a virus has been introduced into PMI's Systems, notify PMI's Manager of Information Technology immediately.
5. No Expectation to Privacy and PMI Right to Monitor and Access - Users can have no expectation of privacy in anything they create, store, send or receive using PMI Systems.
- a) Waiver of Privacy Rights. Users expressly waive any right of privacy in anything they create, store, send or receive using PMI Systems and Communications. Users cannot deny PMI personnel access to and review of all materials created, stored, sent or received by Users through any and all PMI Systems and Communications.
 - b) PMI Right to Monitor and Access. PMI reserves the right to monitor, access, retrieve, read, and disclose, at any time, any User electronic communication, data, or other similar material related to the use of PMI Systems and Communications. PMI also has the right to monitor and log any and all aspects of its electronic systems including, but not limited to, monitoring Internet sites visited by Users, monitoring chat and newsgroups, monitoring file downloads, and all communications sent and received by Users via PMI Systems.
6. Ownership of Information/Materials
- a) As specifically related to PMI's web site, Users may not modify, copy, reproduce, duplicate, publish, license, create derivative works from, transfer, sell, resell or exploit for any commercial purposes any information or portion of PMI's web site without the express written permission of PMI.
 - b) As specifically related to Users of PMI's Electronic Systems and Communication, Users may not post or transmit any information or other material protected by copyright without the permission of the copyright owner. By posting material, the posting party warrants and represents that it owns the copyright with respect to such material or has received permission from the copyright owner.
 - c) Users of PMI Systems grant PMI the royalty-free, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Content (in whole or part)

worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed.

7. Violations of Policy

- a) PMI does not prescreen, undertake editorial control of postings, nor actively monitor electronic systems and communications. However, in the event that misuse is brought to PMI's attention, PMI will take all appropriate action. Users agree that PMI shall have the right (but not the obligation) in its sole discretion to refuse or remove any content whatsoever.
- b) Any User found to be in violation of this Policy by PMI may be subject to disciplinary, legal, or other action(s) by PMI, including, but not limited to, personal or other liability for damages incurred by PMI as a result of the User's violation(s) of this Policy, and for any other relief provided by law.

8. General - PMI shall have the right at any time to change or modify this policy. Users agree to review the terms and conditions of this Agreement (as posted on PMI's web site) periodically to be aware of such revisions.

VIII. SUPPORTING DOCUMENTATION AND/OR APPENDICES:

Executive Limitations Policy No. 2.12 Overarching Business Practices

