



**FUNCTION:** Business Agreement

**SUB-FUNCTION:** Terms and Conditions

**TYPE:** Agreement

**NAME:** Organizational Membership Terms and Conditions

**APPROVAL DATE:** 20201215

**EFFECTIVE DATE:** 20201215

1.0	PURPOSE
	<p>This Terms and Conditions document (“Terms and Conditions”) describes the rights and obligations of organizational members (“Organizational Members”) of ASQExcellence, Inc., a 501(c)(6) organization (“ASQE”). A membership is referred to in these Terms and Conditions as an “Organizational Membership” and is branded “ASQ Organizational Membership”.</p>

2.0	SCOPE
	<p>These Terms and Conditions apply to all Organizational Members and any agents and representatives of Organizational Members who receive benefits incidental to an Organizational Member’s Organizational Membership in ASQ (including without limitation Linked Employees and Individual Members of an Organizational Member). Where appropriate, reference to an Organizational Member in these Terms and Conditions includes all such parties.</p> <p>By applying for, submitting a request for, or renewing an Organizational Membership, Organizational Member hereby agrees to the terms and conditions set forth in these Terms and Conditions, ASQE Bylaws, ASQE Articles of Incorporation, and all ASQE policies and procedures referenced herein and/or listed or linked on the ASQE website from time to time (“Policies”), each of the foregoing, as amended from time to time. In the event of a conflict between these Terms and Conditions, the ASQE Bylaws, ASQE Articles of Incorporation, and any Policies, the following order of precedence shall govern and control: (a) first, the ASQE Articles of Incorporation, (b) second, the ASQE Bylaws, (c) third, these Terms and Conditions, and (d) fourth, any Policies.</p> <p>All Policies are available to the Organizational Member upon request to the Organizational Membership Manager. ASQE reserves the right, in its sole discretion, to modify or replace the terms set forth in these Terms and Conditions at any time. Any changes or modifications to these Terms and Conditions shall be effective as of the earlier of (i) the date of posting to the website of ASQE, or (ii) upon written or electronic notice to the Primary Contact, whichever is earlier.</p> <p>Organizational Members understand that violation of these Terms and Conditions may result in the termination of their membership and/or legal action. Each Organizational Member understands that the rights and benefits of an Organizational Membership begin only when such Organizational Member’s Primary Contact has been notified that the Organizational Member’s application for Organizational Membership has been approved and payment processed, and only for as long as such Organizational Member’s Organizational Membership has not expired or has otherwise been terminated in accordance with these Terms and Conditions.</p>

3.0	DEFINITIONS	
3.1	Individual Membership	An individual membership from ASQ (American Society for Quality, Inc.).
3.2	Linked Employee	A qualifying employee of an Organizational Member who receives limited access to ASQ content by linking to the Organizational Member using a valid work email address associated with the Organizational Member. These employees can see limited information on asq.org and my.asq.org and obtain reduced pricing towards certain ASQ and ASQE credentialing, education, books, and products.
3.3	Linked Individual Member	A qualifying employee of an Organizational Member who also holds an Individual Membership and who links to the Organizational Member using a valid work email address associated with the Organizational Member. These individuals may have received a complimentary Individual Membership as a benefit of the employer Organizational Member’s membership, purchased a discounted Individual Membership as a benefit of the employer Organizational Member’s membership, or already had an Individual Membership and linked to the Organizational Member. As the holder of an Individual Membership, subject to ASQ policies and procedures, Linked Individual Members: receive full access to asq.org and



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		my.asq.org content, can serve as ASQ member leader volunteers, and obtain member discounts towards ASQ and ASQE credentialing, education, books and products.
3.4	Organizational Member	An organization that obtains an ASQ Organizational Membership, whose membership provides certain rights and benefits for the organization and its Linked Employees and Linked Individual Members.
3.5	Organizational Member Contacts	<p><b>Primary Contact:</b> The primary designated contact person and representative for an Organizational Member. The Primary Contact receives a complimentary Individual Membership which must be linked to the Organizational Member, thereby making the Primary Contact a Linked Individual Member.</p> <p><b>Executive Contact:</b> A designated executive level contact person and representative for an Organizational Member who receives a complimentary Individual Membership, which must be linked to the Organizational Member, thereby making the Executive Contact a Linked Individual Member.</p> <p><b>Secondary Contact:</b> A designated contact person and representative for an Organizational Member who receives a complimentary Individual Membership which must be linked to the Organizational Member, thereby making the Secondary Contact a Linked Individual Member.</p> <p>If the Primary, Secondary, or Executive Contacts depart the employment of the Organizational Member prior to the end of the Organizational Member's Organizational Membership term, ASQE may contact the other employees of the Organizational Member to determine who will be able to fill those roles for the remainder of the term.</p>
3.6	Organizational Membership (with Organizational Member Levels)	<p>An organization may become an Organizational Member at one of the following Organizational Membership Levels:</p> <p><b>Partner Level:</b> An Organizational Membership type that provides specific rights and benefits to the member's Linked Employees and Linked Individual Members.</p> <p><b>Ambassador Level:</b> An Organizational Membership type that provides specific rights and benefits to the member's Linked Employees and Linked Individual Members. Ambassador Member benefits exceed Partner Member benefits.</p> <p><b>Leader Level:</b> An Organizational Membership type that provides specific rights and benefits to the member's Linked Employees and Linked Individual Members. Leader Member benefits exceed Partner and Ambassador Member benefits.</p>
3.7	Voting Delegate	A Linked Employee who has been authorized to represent, and vote on behalf of, the Organizational Member at the Annual Meeting of the Members if needed. In the event of a Member Representative Director election, each Organizational Member will be able to cast one vote via their Voting Delegate.

<b>4.0</b>	<b>GENERAL</b>
4.1	The objective of an Organizational Membership is to provide organizations with access to the tools, publications, network, and "Body of Knowledge" of both ASQE and ASQ to improve and advance the quality profession through promotion of organizational best practices and to achieve, inspire and promote a common interest in quality excellence.



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4.2	ASQE may from time to time establish different levels of Organizational Membership and establish new or different benefits associated with membership. Any Organizational Member rights and benefits specified by the ASQE Bylaws are inherently included as Organizational Membership benefits.
4.3	Organizational Membership is acquired via a membership application and/or renewal process as set forth by ASQE.
4.4	Upon termination of an Organizational Member's Organizational Membership, whether by resignation, lapse or otherwise, ASQ may contact all Linked Individual Members and Linked Employees to continue their membership benefits by directly purchasing Individual Memberships.
4.5	<p>In addition to all other obligations set forth in these Terms and Conditions, all Organizational Members have the following duties and responsibilities:</p> <ol style="list-style-type: none"><li>1. To report misrepresentations, improper business practices, unethical conduct, and illegal behavior as related to ASQE or ASQ activities and in accordance with ASQE and ASQ policies.</li><li>2. To work in good faith with ASQE staff, the ASQE Board of Directors, ASQE and ASQ volunteers, and other ASQ members, and to encourage inclusion and diversity in participation.</li><li>3. To promptly notify ASQE of Linked Individual Member and Linked Employee memberships that should be unlinked from the Organizational Member upon termination of such individuals' employment with the Organizational Member.</li></ol> <p>Organizational Members shall ensure that their Linked Individual Members and Linked Employees comply with these Terms and Conditions (for avoidance of doubt, including without limitation, the ASQE Bylaws, ASQE Articles of Incorporation, and all Policies), and shall be responsible and liable for their Linked ASQ Members' and Linked Employees' non-compliance or breach of these Terms and Conditions (for avoidance of doubt, including without limitation, the ASQE Bylaws, ASQE Articles of Incorporation, and all Policies).</p>
4.6	All Organizational Members must pay dues annually and remit payment of Organizational Membership dues within the 30-day grace period following their annual renewal date, or before expiration of any extended grace period approved in writing by ASQE, to continue Organizational Membership benefits. Any extended grace period (beyond 30 days) would be determined on a case-by-case. Organizational Member's Organizational Membership will terminate if Organizational Member fails to pay any amount when due in accordance with these Terms and Conditions. In addition, ASQE may, in its sole discretion, suspend or terminate an Organizational Membership if the Organizational Member fails to continue to meet any requirements of membership for which the Organizational Member had previously qualified, or if the Organizational Member conducts any activity or behavior which ASQE deems, in its sole discretion, contrary to the mission or purpose of ASQE, including without limitation, violation of these Terms and Conditions or any Policy. Upon suspension or termination of membership, all rights and obligations of such Organizational Member will terminate, except the Organizational Member's obligation to pay dues owed and other obligations as shall have accrued prior to the suspension or termination.
4.7	Once an Organizational Membership Level is selected and payment is processed, the Organizational Member must maintain that level and associated use of benefits for the next 12 months. A la carte benefits, if then offered, may be purchased at any time during that membership period. Organizational Member shall not be entitled to a refund of any fees, dues, course or certification fees or costs, expenses, or charges paid by the Organizational Member prior to termination or expiration of Organizational Member's Organizational Membership.

<b>5.0</b>	<b>ORGANIZATIONAL MEMBERSHIP ELIGIBILITY AND EMPLOYEE TYPES</b>
5.1	Organizational Members who are reinstated may, upon ASQE approval, have their membership revert back to their membership origin date.



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	<ol style="list-style-type: none"> <li>1. Guaranteed grace - 30 days.</li> <li>2. Extended grace – determined on a case-by-case basis, such as financial hardship, and approved by ASQE in writing.</li> </ol>
5.2	<p>Linked Employees:</p> <ol style="list-style-type: none"> <li>1. The Primary Contact should advise qualifying or relevant employees of the Organizational Member who desire to be a Linked Employee or Linked Individual Member (as applicable) to link to the Organizational Member account per provided instructions. Linked Individual Members and Linked Employees must utilize their valid work email address to link to the Organizational Member.</li> <li>2. Linked Individual Member termination/departure:             <ol style="list-style-type: none"> <li>a. As part of the renewal process, Primary Contacts shall review the list of Linked Employees and Linked Individual Members who are linked to the Organizational Member to confirm employment status and shall notify ASQE of any individuals who are no longer employed at the Organizational Member from the list within 30 days of renewal.</li> <li>b. Subject to ASQ policies and procedures, if a Linked Employee or Linked Individual Member is no longer employed by an Organizational Member, they may still have an opportunity to renew an Individual Membership directly through ASQ.</li> </ol> </li> <li>3. If an Organizational Member decides not to renew its Organizational Membership, Linked Individual Members and Linked Employees may be contacted by ASQ for opportunities to continue Individual Membership benefits through ASQ.</li> </ol>
5.3	<p>Included Individual Memberships:</p> <ol style="list-style-type: none"> <li>1. For annual included Individual Memberships to be activated or renewed, the Primary Contact must supply ASQE with a set list of employee names and email addresses to process within 30 days of the start or renewal of the Organizational Membership per provided instructions.</li> <li>2. All included Individual Membership terms begin at the time of their activation or renewal.             <ul style="list-style-type: none"> <li>o Any unused Individual Memberships included in the Organizational Membership will not be refunded at the end of the Organizational Membership period.</li> </ul> </li> </ol> <p>If an employee is provided with an included Individual Membership and he or she departs the employment of the Organizational Member prior to the end of the Organizational Membership term, such individual will retain his or her Individual Membership until such Individual Membership terminates or expires, and the Organizational Member will not be provided with a replacement Individual Membership.</p>

<b>6.0</b>	<b>ENGAGEMENT, NETWORKING, AND EVENTS TERMS AND CONDITIONS</b>
6.1	Conference registration(s) included as a benefit of Organizational Membership may only be delegated to the Organizational Member’s Linked Employees and/or Linked Individual Members.
6.2	Benefits of Organizational Membership may not be transferred to any other organization or Organizational Member.
6.3	All attendees of ASQ and ASQE events shall conduct themselves according to the applicable ASQ and ASQE Code of Ethics.



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<b>7.0 INSIGHTS ON EXCELLENCE TERMS AND CONDITIONS</b>	
7.1	<p>Organizational Members and their Linked Employees and Linked Individual Members (each a “Participant”) will have access to the Insights on Excellence (IoE) benchmarking tool as a benefit of the Organizational Member’s Organizational Membership. Use of the IoE benchmarking tool is conditional upon each Organizational Member and their Participants’ acceptance of and compliance with the following terms and conditions (and any additional terms and conditions specifically applicable to the IoE benchmarking tool):</p> <ol style="list-style-type: none"><li>1. The IoE benchmarking tool, survey, questions, reports, all related materials are the sole intellectual property of ASQE and may only be used for internal business and reference purposes, and not for any commercial or revenue generating purposes.</li><li>2. Neither Organizational Members nor their Participants may copy or use IoE content or materials for any purpose beyond their sole intended use for Organizational Member’s internal business purposes.</li><li>3. ASQE reserves the right to assimilate and publish data the Organizational Member and its Participants enter into the IoE tool, and to publish research utilizing data gathered via the IoE tool.</li><li>4. No organization’s identity or person’s personal identifiable information will be disclosed in published reports of data gathered via the IoE tool without prior consent.</li></ol>
7.2	<p>Primary, Secondary, and Executive Contacts are the only persons from an Organizational Member who will have access to the IoE tool reports available to their linked Organizational Member.</p>

<b>8.0 DELIVERABLE MATERIALS</b>	
8.1	<p>Any materials, content or other information made available to the Organizational Member as part of the Organizational Membership (a “Deliverable”) is a benefit of Organizational Membership.</p>
8.2	<p>Except for the limited use expressly provided herein, ASQE has and will retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Deliverables.</p>
8.3	<p>Use of any Deliverable is subject to these Terms and Conditions (and all Policies), and unless otherwise expressly set forth in writing, shall be limited to is Organizational Member’s internal business and reference purposes only.</p>
8.4	<p>The distribution, sale, rent, duplication, disclosure, reproduction, translation, or other offering of the Deliverables, in whole or in part, to any third party is strictly prohibited.</p>
8.5	<p>Organizational Member’s use of the Deliverables is subject to any additional restrictions or limitations as ASQE may communicate.</p>
8.6	<p>All duplications, improvements, updates, modifications, or enhancements of the Deliverables shall remain the property of ASQE (including any changes which incorporate any ideas, feedback, or suggestions of the Organizational Member). All rights not granted by ASQE are expressly reserved.</p>
8.7	<p>Organizational Member hereby grants ASQE a worldwide, irrevocable, perpetual, sublicensable, transferable, non-exclusive license to use and incorporate into any Deliverable any feedback or suggestions for enhancement that Organizational Member provides to ASQE, without any obligation of compensation.</p>

<b>9.0 CONFIDENTIAL INFORMATION</b>	
9.1	<p>In connection with the Organizational Membership, ASQE may disclose to the Organizational Member Confidential Information. “Confidential Information” means any non-public, confidential, and/or proprietary information in any form or medium (whether oral, written, electronic, or other), tangible or intangible, that ASQE considers confidential or proprietary including, without limitation, information concerning the ASQE’s organization, certification programs and courses, technologies, strategic plans, processes, procedures, organizational</p>



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	objectives, methods, operations, finances, members, prospective members, trade secrets, or other proprietary materials.
9.2	Deliverables (including feedback received by ASQE regarding the Deliverables) are Confidential Information of ASQE.
9.3	All Confidential Information shall remain the property of ASQE, and the Organizational Member shall have no interest in or rights in such except as expressly set forth in these Terms and Conditions.
9.4	Organizational Member agrees to maintain all Confidential Information of ASQE in confidence and to take all reasonable precautions to prevent any unauthorized disclosure of such information. The Organizational Member shall be responsible for any breach of or non-compliance with this Section 9 by the Organizational Member or any of its agents, employees or representative. ASQE shall be entitled to injunctive relief for any violation of this Section 9, in addition to any other remedy available at law or in equity.
9.5	Confidential Information does not include any information which:  <ol style="list-style-type: none"><li>1. Becomes generally known or publicly available through no act or failure to act on the part of the Organizational Member.</li><li>2. Was or is independently developed by Organizational Member without using any of ASQE's Confidential Information</li><li>3. Is known by the Organizational Member at the time of receiving such information as evidenced by its records.</li><li>4. Is furnished to the Organizational Member by a third party, as a matter of right and without restriction on disclosure.</li></ol>

<b>10.0</b>	<b>REPRESENTATIONS AND WARRANTIES</b>
10.1	Organizational Member represents and warrants that it has the right, power, and authority to enter into, and perform its obligations under, these Terms and Conditions.
10.2	To the extent that Organizational Member shares any personal information, including its employees' personal information with ASQE, Organizational Member agrees, represents, and warrants that it has provided all necessary notices, made all necessary disclosures and obtained all necessary consents for Organizational Member to do so and for ASQE to use and process any such information in accordance these Terms and Conditions. Organizational Member further agrees to defend, indemnify, and hold harmless ASQE for any claim or cause of action brought against ASQE arising from or in connection with Organizational Member's failure to comply with this Section 10.2.
10.3	ASQE makes no warranty whatsoever with respect to the Deliverables or other products or benefits of membership, including:  <ol style="list-style-type: none"><li>1. Warranty of merchantability.</li><li>2. Warranty of fitness for a particular purpose</li><li>3. Warranty of title.</li><li>4. Warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, or usage of trade.</li></ol>

<b>11.0</b>	<b>LIMITATION OF LIABILITY</b>
11.1	In no event will ASQE be liable to Organizational Member or any third party for any indirect, special, incidental, exemplary, consequential, or punitive damages of any kind, regardless of the form of action (whether in tort (including negligence), contract, warranty, or any other theory of law) arising out of these Terms and Conditions or relating in any manner to Organizational Member's Organizational Membership (including, without limitation, any deliverables) and even if foreseeable or known in advance.
11.2	ASQE's entire and aggregate liability to any Organizational Member under these Terms and Conditions (or relating in any manner to Organizational Member's Organizational Membership) shall not exceed the amount



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	actually paid by Organizational Member for the Organizational Membership in the twelve (12) month period preceding the event giving rise to the claim.
11.3	The limitations specified in this section shall survive expiration or termination of the Organizational Member's Organizational Membership and apply even if any limited remedy specified in these Terms and Conditions are found to have failed its essential purpose.

<b>12.0</b>	<b>FORCE MAJEURE</b>
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	ASQE shall not be liable or responsible to Organizational Member for any failure or delay in fulfilling, performing, or providing any benefits or obligations related to the Organizational Membership when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of ASQE including, without limitation, failure of any required governmental approval, acts of God, extreme elements of nature, explosion, governmental actions (including but not limited to, advisories, guidance or elevated cautions from the US Centers for Disease Control and Prevention (CDC) against public gatherings or events), war, terrorist threats or acts, riot, national emergency, revolution, insurrection, epidemic, utilities outage, or similar occurrences.
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<b>13.0</b>	<b>GENERAL</b>
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13.1	These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. Any legal suit, action, or proceeding arising out of or relating in any manner to Organizational Member's Organizational Membership (including, without limitation, these Terms and Conditions) shall be instituted in the federal courts of the United States of America or the courts of the State of Wisconsin each case located in the City of Milwaukee and County of Milwaukee, and Organizational Member irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. ORGANIZATIONAL MEMBER WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW THE RIGHT TO A TRIAL BY JURY.
13.2	If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of these Terms and Conditions shall remain in full force and effect.
13.3	Organizational Member may not assign or transfer its rights, benefits, or obligations relating to its Organizational Membership.
13.4	These Terms and Conditions supersede all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written.
13.5	Provisions of these Terms and Conditions, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of these Terms and Conditions.

<b>14.0</b>	<b>ASSOCIATED DOCUMENTS</b>
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14.1	<i>Articles of Incorporation</i>	ASQE
14.2	<i>Bylaws</i>	ASQE
14.3	<i>Policies</i>	All Policies of ASQE posted to the ASQE website from time to time, including without limitation:  ASQE Code of Ethics ASQE Conflict of Interest ASQE Privacy Policy