



**FUNCTION:** Terms and Conditions

**SUB-FUNCTION:** N/A

**TYPE:** Agreement

**NAME:** ITEA Judges Terms and Conditions

**APPROVAL DATE:** 20210603

**EFFECTIVE DATE:** 20210603

1.0	PURPOSE
	<p>This ITEA Terms and Conditions document (“Terms and Conditions”) describes the rights and obligations of the International Team Excellence Award (“ITEA”) Program volunteers of ASQExcellence, Inc., a 501(c)(6) organization (“ASQE”). ITEA volunteers may be referred to in these Terms and Conditions as “ITEA Judges.”</p> <p>By accepting these Terms and Conditions, an ITEA Judge acknowledges and agrees to the following ITEA program Terms and Conditions in totality.</p>

2.0	SCOPE
	<p>These Terms and Conditions apply to all who participate as Judges in the ITEA program.</p> <p>By participating in the ASQE ITEA program as a Judge, the Judge hereby agrees to abide by all rules and requirements set forth in these Terms and Conditions, ASQ and ASQE Bylaws, Code of Ethics, Articles of Incorporation, and all policies and procedures referenced herein and/or listed or linked on the ASQ &amp; 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 documents, the following order of precedence shall govern and control: (a) first, ASQ and ASQE Articles of Incorporation, (b) second, ASQ and ASQE Bylaws, (c) third, ASQ and ASQE Code of Ethics (d) fourth, ASQ and ASQE Policies, (e) fifth, these (ITEA) Terms and Conditions.</p> <p>All Policies are available to the ITEA Judge upon request to the ITEA 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 ITEA Judge, whichever is earlier.</p> <p>Each ITEA Judge understands that their obligation to these Terms and Conditions and participation in the ITEA program begin only when the ITEA Judge application has been approved, including acceptance of these Terms and Conditions, signed Non-disclosure agreement (NDA), and signed Conflict of Interest agreement, and only for the duration of the program term, or has otherwise been terminated in accordance with these Terms and Conditions.</p>

3.0	DEFINITIONS	
3.01	ASQ Individual Membership	An Individual Member of ASQ (American Society for Quality, Inc.).
3.02	ITEA Judge	Quality subject matter experts (SMEs) who are ASQ Individual Members vetted to judge ITEA Teams.
3.03	ITEA Manager	ASQE staff member that manages ITEA program administration and operations.
3.04	ITEA Team	A team comprised of an organization’s employees that has been approved to participate in the ITEA program.

4.0	TERMINATION
	Violation of these Terms and Conditions may result in the ITEA Judge’s immediate disqualification from the program and/or legal action at the sole discretion of ASQE.

5.0	INTELLECTUAL PROPERTY
5.1	The ITEA Program and all associated materials, including but not limited to: ITEA Criteria, awards, forms, scoresheets, guidelines, articles, event sessions, and case studies are the sole intellectual property of ASQE.
5.2	All participating ITEA Judges are subject to the ASQE Bylaws, Code of Ethics, and Intellectual Property policy.



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5.3	The ITEA wordmarks and logo(s) are the exclusive intellectual property of ASQE. Any unauthorized use is strictly prohibited.
5.4	All ITEA program materials are intended for use only for their defined purpose within the ITEA program, and the utilization, copying, distribution, leasing, or selling of ITEA program materials beyond the scope of the ITEA program is strictly prohibited.

<b>6.0</b>	<b>DATA PRIVACY</b>
	ASQE will hold securely all personal data of the ITEA Judges. Any ITEA Judge has the right to request a copy of the personal data held by ASQE and the right to request corrections or deletions of the personal data.

<b>7.0</b>	<b>QUALIFICATIONS AND APPLICATION</b>
7.1	ITEA Judges are comprised of quality subject matter experts (SMEs) volunteers who are ASQ Individual Members, subject to the ASQ and ASQE Bylaws, Code of Ethics, and applicable policies, and who are vetted by ASQE ITEA staff.
7.2	ITEA Judges must submit applications prior to the deadline communicated by the ITEA Manager and/or the ITEA webpage to be considered for the program term applied.
7.3	All ITEA Judges are required to sign an NDA and Conflict of Interest agreement as an aspect of their application prior to their participation as Judges.
7.4	Upon completion of the ITEA Judge application (including NDA and Conflict of Interest agreement), if any aspects of the application are in question or missing, the ITEA Judge may be contacted directly by ASQE for additional information.

<b>8.0</b>	<b>OBLIGATIONS</b>
8.1	All ITEA Judges agree to judge ITEA Teams using the ITEA process and Criteria as provided in totality.
8.2	If at any point during their volunteer term any Judge discovers an emerging conflict of interest or discloses any program or participant information outside of the designated program use or utilizes any program materials beyond the defined program scope, the Judge is obligated to bring this to the attention of the ITEA Manager.
8.3	If at any point during their volunteer term any Judge discovers another Judge or Team utilizing any program materials beyond the defined program scope, the Judge is obligated to bring this to the attention of the ITEA Manager.
8.4	Judges agree in general to operate as partners in good faith and will bring any perceived violations (committed or witnessed) of ASQ and/or ASQE Code of Ethics and policies to the attention of the ITEA Manager.

<b>9.0</b>	<b>BENEFITS</b>
9.1	All ITEA Judges receive comprehensive onboarding training regarding all aspects of the ITEA program.
9.2	All ITEA Judges receive volunteer certificates and Recertification Units (RUs) as defined and in accordance with the ASQ Recertification journal.



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<b>10.0</b>	<b>FORCE MAJEURE</b>
	ASQE shall not be liable or responsible to the ITEA Judge for any failure or delay in fulfilling, performing, or providing any benefits or obligations related to the ITEA program 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.

<b>11.0</b>	<b>GENERAL</b>
	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 the ITEA program and ITEA Judges (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 the ITEA Judge irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The ITEA Judge WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW THE RIGHT TO A TRIAL BY JURY.

<b>12.0</b>	<b>ASSOCIATED DOCUMENTS</b>	
12.1	<i>Articles of Incorporation</i>	ASQE
12.2	<i>Bylaws</i>	ASQE
12.3	<i>Policies</i>	All Policies of ASQE posted to the ASQE website from time to time, including and without limitation:  ASQE Code of Ethics ASQE Conflict of Interest ASQE Intellectual Property