



**FUNCTION:** Terms and Conditions

**SUB-FUNCTION:** N/A

**TYPE:** Agreement

**NAME:** ITEA Teams Terms & Conditions

**APPROVAL DATE:** 20210728

**EFFECTIVE DATE:** 20210728

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 participants of ASQExcellence, Inc., a 501(c)(6) organization (“ASQE”). ITEA participants may be collectively referred to in these Terms and Conditions as “ITEA Team(s),” and the primary ITEA Team representative as the “ITEA Team Primary Contact”.</p> <p>By accepting these Terms and Conditions, the ITEA Team Primary Contact 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 in the ITEA program. Where appropriate, reference to an ASQE Organizational Member in these Terms and Conditions includes ITEA Teams participating as a benefit of their Organizational Membership.</p> <p>By participating in the ASQE ITEA program, the ITEA Team hereby agrees to abide by all rules and requirements set forth in these Terms and Conditions, ASQE Bylaws, ASQE Code of Ethics, 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 documents, the following order of precedence shall govern and control: (a) first, the ASQE Articles of Incorporation, (b) second, the ASQE Bylaws, (c) third, ASQE Code of Ethics (d) fourth, ASQE Policies, (e) fifth, these (ITEA) Terms and Conditions.</p> <p>All Policies are available to the ITEA Team 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 Team Primary Contact, whichever is earlier.</p> <p>Each ITEA Team understands that their obligation to these Terms and Conditions and participation in the ITEA program begin only when the ITEA Team application has been approved and payment processed, 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		
3.1	ASQ Individual Membership	An Individual Member of ASQ (American Society for Quality, Inc.).
3.2	ASQE Organizational Member	An organization that obtains an ASQE Organizational Membership, which provides certain rights and benefits for the organization and its employees.
3.3	ITEA Judges	Quality subject matter experts (SMEs) who are ASQ Individual Members vetted to judge ITEA Teams.
3.4	ITEA Manager	ASQE staff member that manages ITEA program administration and operations.
3.5	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 Team’s immediate disqualification from the program and/or legal action at the sole discretion of ASQE.

<b>5.0 INTELLECTUAL PROPERTY &amp; RIGHT TO USE</b>	
5.1	The ITEA Program and all associated materials, including but not limited to: ITEA Criteria, awards, forms, scoresheets, guidelines, articles, event sessions, websites, and case studies are the sole intellectual property of ASQE.
5.2	All participating ITEA Teams are subject to the ASQE Bylaws, Code of Ethics, and Intellectual Property policy.
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.
5.5	ITEA Teams are prohibited from sharing ITEA program materials with or utilizing the services of any paid or unpaid coaches or consultants outside of their organizations to assist in the preparation of their ITEA project submission(s).
5.6	By agreeing to these Terms and Conditions, ITEA Teams grant ASQE and its affiliates a perpetual royalty-free right and license to use, reproduce and publish participant materials, or portions thereof, in connection with the ITEA program.

<b>6.0 DATA PRIVACY</b>	
	ASQE will hold securely all personal data of the ITEA Teams. Any ITEA Team Member 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 JUDGES</b>	
7.1	ITEA Judges are comprised of quality subject matter experts (SMEs) 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	All ITEA Judges are required to sign a non-disclosure agreement (NDA) and Conflict of Interest agreement prior to their participation as judges.
7.3	All ITEA Judges receive onboarding training regarding all aspects of the ITEA program.

<b>8.0 TEAM QUALIFICATIONS AND APPLICATION</b>	
	Acceptance into the ITEA program is contingent upon the following conditions: <ol style="list-style-type: none"> <li>1. Completion of ITEA materials in their entirety.</li> <li>2. The ITEA Team Primary Contact agreement to abide by these Terms and Conditions.</li> <li>3. Payment of the ITEA fee in its entirety. Where applicable, per ASQE Organizational Membership stated benefits, the first fee is included for ASQE Leader / Enterprise level Member organizations.</li> <li>4. All ITEA Team Members must be current employees of an organization's participating team.</li> <li>5. No more than five (5) ITEA Team applications per organization may be submitted from one location or physical address within a single program cycle.</li> </ol>



**FUNCTION:** Terms and Conditions

**SUB-FUNCTION:** N/A

**TYPE:** Agreement

**NAME:** ITEA Teams Terms & Conditions

**APPROVAL DATE:** 20210728

**EFFECTIVE DATE:** 20210728

9.0 APPLICATION REVIEW	
9.1	The ITEA fee associated with the ITEA application is non-refundable.
9.2	The ITEA application will be reviewed by ASQE.
9.3	Upon completion of the ITEA application, if any aspects are in question or missing, the ITEA Team Primary Contact may be contacted by ASQE for additional information or revision of the ITEA application.
9.4	Meeting the above conditions does not guarantee that the participating ITEA Team will qualify to compete in the Final Round and/or receive any awards.
9.5	The ITEA Team Primary Contact will be notified by ASQE in regard to next steps.

10.0 FORCE MAJEURE	
	ASQE shall not be liable or responsible to the ITEA Team 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.

11.0 GENERAL	
	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 Teams (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 Team irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The ITEA Team WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW THE RIGHT TO A TRIAL BY JURY.

12.0 ASSOCIATED DOCUMENTS		
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