
ASCI Corporate Membership Terms and Conditions

Current as of August 2022

1 RECITALS

Australasian Production and Inventory Control Society Limited, trading as Australasian Supply Chain Institute (ASCI), is a non-profit public company limited by guarantee under Australian law.

ASCI is committed to pursuing the Objectives outlined in the Constitution.

ASCI's operation is subject to its Constitution and is governed by By-Laws (created under clause 27 of the Constitution).

The organisational structure of the ASCI Board includes Members, a Board of Directors, a President and Vice President and a Chief Operating Officer and other staff as may be required from time to time.

ASCI is the Professional Accreditation Body for the Supply Chain domain and provides individual registration under its Professional Accreditation Scheme.

In consideration for ASCI accepting the Corporate Members as a member of ASCI and conferring the rights associated with the Corporate Membership, the Corporate Member agrees to pay all relevant Corporate Membership Fees and agrees to be bound by the Constitution, these Corporate Membership Terms and Conditions, By-Laws, notices, and directives as amended, supplemented, or replaced from time to time.

2 DEFINITIONS

The definitions and interpretation provisions of the ASCI Definitions (available on ASCI's website at www.asci.org.au) apply to this agreement.

3 ENDORSEMENT

The Corporate Member acknowledges ASCI's role as Professional Accreditation Body for the Supply Chain and endorses the ASCI Professional Accreditation Scheme.

4 MEMBERSHIP CLASS AND PAYMENTS

ASCI shall invoice the Corporate Member annually in advance for the annual fee (the "Fee") as outlined in ASCI's Invoice to the Corporate Member and as established for its level of corporate membership (Appendix A). The Corporate Member shall pay all amounts owed to ASCI within sixty (60) days of the invoice date. Orders, services, requests, or similar outside the scope of these Terms may incur additional fees.

5 TERM

The initial term of the corporate membership shall commence upon the receipt of Fee payment and shall continue for one (1) year (the "Initial Term"). Sixty (60) days before the end of the Initial Term, ASCI will invoice

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the Corporate Member for an additional one (1) year term (each a “Renewal Term” and together with the Initial Term, the “Term”). The receipt of payment for a Renewal Term shall constitute the Corporate Member’s agreement to these Terms and will automatically renew and continue the corporate membership for such Renewal Term.

6 NO PRORATIONS

The Corporate Member acknowledges that there shall be no proration of any fees or expenses related to corporate membership. Increases or decreases in corporate membership levels may be determined case-by-case basis.

7 NO LICENCES

By purchasing a Corporate Membership, the Corporate Member neither grants nor receives, by implication, estoppel, or otherwise, any rights under any copyright, patents, or other intellectual property rights of ASCI or any of its members, other than those granted and agreed to in Appendix A.

8 NO RELATIONSHIP

ASCI is a non-profit corporation; the Australian Charities and Not-for-profits Commission Act 2012 (ACNC Act) governs the eligibility of a not-for-profit entity to be registered as a charity for federal purposes and establishes governance standards and reporting requirements for registered organisations. Nothing contained herein shall be construed as creating any agency, partnership, or other forms of joint enterprise between ASCI and the Corporate Member. Additionally, no benefits exclusivity is offered or implied by acceptance of these Terms.

9 NON-SOLICITATION

During the term of Corporate Membership and for one (1) year following termination, the Corporate Member shall not attempt to solicit or assist anyone in trying to solicit any team member or independent contractor of the other to leave or terminate their employment or business relationship with ASCI.

10 END-USER TERMS AND COMPLIANCE

The Corporate Member acknowledges and agrees that the Corporate Member will be solely responsible for the Corporate Member’s staff, employees, users, or similar (collectively, “User(s)”), including but not limited to:

1. all activity occurring under each User account created under the Corporate Membership
2. the security and confidentiality of each User’s personal information
3. all costs, fees, liabilities, or damages incurred through a User; and
4. all hardware, software, accommodations, or other items necessary for each User to utilise the benefits of the Corporate Membership

The Corporate Member agrees to implement and maintain terms and conditions that require the Corporate Member’s Users to abide by:

1. these Terms
2. the individual Membership Terms and Conditions
3. the applicable terms, conditions, and policies referenced in Appendix A; and

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4. all other policies, click-thru terms, or similar implemented and required for ASCI Membership as presented to Member or User during the ordinary course of Membership usage and use of ASCI's services or content

The Corporate Member further agrees to ensure that each User shall abide by all applicable local, state, and national laws, directives, treaties, and regulations.

11 USE OF LOGO

The Corporate Member, subject to its requirements for the use of its logo, grants ASCI permission to use the name or logo of the Corporate Member or that of its affiliates in its marketing materials. ASCI shall include a trademark attribution notice giving notice of the Corporate Member's ownership of its trademarks in the marketing materials in which the Corporate Member's name and logo appear.

12 INTELLECTUAL PROPERTY NOTICES

The Corporate Member agrees to observe and abide by all copyright and other proprietary notices, legends, or other restrictions in or on any of ASCI's services or content accessed via the Corporate Member's Corporate Membership and will not make any changes to that. The Corporate Member further agrees to bind all Users and be responsible for User's compliance with this section.

13 ELECTRONIC COMMUNICATIONS

The Corporate Member consents to receive electronic communications from ASCI and agrees that all agreements, notices, disclosures, and other communications that ASCI provides to the Corporate Member electronically, via email, and on its website satisfy any legal requirement that such communications be in writing.

14 INDEMNITY

Both ASCI and the Corporate Member shall indemnify the other from any damages suffered by that other Party for breach by the indemnifying Party or its Users, including the costs of investigation and attorney's fees and expenses.

15 LIMITATION OF LIABILITY

ASCI shall not be liable for any acts or omissions of the Corporate Member or its Users. Each Party's total liability to the other(s) in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the Corporate Membership shall be limited to the sums received ASCI under the Corporate Membership. Neither ASCI nor the Corporate Member shall be liable for any indirect cost of damage or loss of profits, loss of business, goodwill or customers, or other claims for consequential compensation arising from or in connection with the Corporate Membership. Nothing herein shall exclude the parties' liability for death or personal injury caused by its negligence or liability for fraud.

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16 ASSIGNMENT

ASCI Memberships are unique to each member (i.e., User) and non-transferable. The Corporate Member may not assign or transfer its obligations under these Terms to another party without the prior written consent of ASCI.

17 WAIVER

No waiver shall be effective unless assented to in writing by ASCI waiving such rights. The waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.

18 SEVERABILITY

Suppose any part of these Terms is determined to be invalid or unenforceable under applicable law, including, but not limited to the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the agreement shall continue in effect.

19 TERMINATION

The non-payment of the Renewal Term invoice within sixty (60) days will effectively expire and terminate the corporate membership with no additional obligations to ASCI. ASCI may alter or terminate corporate membership upon thirty (30) days written notice to the Corporate Member. ASCI may at its own discretion, choose to extend this number of days.

The Corporate Member may terminate the corporate membership upon written notice to ASCI if ASCI materially breaches these Terms and fails to cure such breach within thirty (30) days. In the event of any expiration or termination of the Corporate Membership, all benefits granted to the Corporate Member shall immediately terminate.

ASCI reserves the right to terminate or remove any individual or the Corporate Member that acts in a manner contrary to the interests of ASCI, including but not limited to the Code of Conduct contained within the individual Membership Terms and Conditions.

20 FORCE MAJEURE

No Party shall be charged with any breach, damage or cost arising from unforeseeable causes beyond the control or without the fault or negligence of the Party, including, but not limited to, acts of God or a public enemy, acts of government, fires, floods, strikes, lockouts, and embargoes.

21 GOVERNING LAW

These Terms shall be construed and controlled by the laws of New South Wales, Australia, without reference to conflict of laws principles.

22 COMPLIANCE WITH THE LAWS

The Corporate Member agrees to comply with all laws, ordinances or governmental rules or regulations to which the Corporate Member is subject.

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23 ORDER OF PRECEDENCE

In the event of a conflict between these Terms and any other documents referenced herein, these Terms shall control only all matters directly relating to the Corporate Membership.

24 ENTIRE AGREEMENT

These Terms, Appendix A, and any attachment or policy included to it are the parties' entire agreement regarding the subject matter hereof and supersede and govern all other agreements or communications between the parties, oral or written, regarding such subject matter.

The Corporate Member's remittance of payment to the Australasian Supply Chain Institute ("ASCI") constitutes the Corporate Member's agreement to all such Terms.

25 CHANGES TO TERMS

ASCI reserves the right, in its sole discretion, to change the Terms under which the Corporate Membership is offered. The most current version of the Terms will supersede all previous versions. ASCI encourages the Corporate Member to periodically review the Terms on the ASCI Website to stay informed of its updates.

APPENDIX A: CORPORATE MEMBERSHIP LEVELS

| Benefits | Gold (On Application)* | Silver (\$6,875) | Bronze (\$2,750) |
|---|---------------------------|---------------------|---------------------|
| ASCI Membership Options | | | |
| Staff Memberships: ASCI Memberships | Unlimited | 30 | 15 |
| Registration Eligibility Assessments: ASCI Professional Registration Options | Unlimited | 30 | 15 |
| ASCI Annual Conference: Registrations to the Annual ASCI National Conference | Customised option | 5 | 2 |
| Building Your Brand | | | |
| Brand Awareness: Corporate Membership announcement in the ASCI Newsletter and social media | Customised option | ✓ | ✓ |
| Profile: Directory listing on the ASCI website | Customised option | ✓ | ✓ |
| Premium Job Postings: Postings on the ASCI Job Board | Customised option | 15 | 5 |
| Thought Leadership | | | |
| ASCI Supply Chain Insights: Participation in the “ASCI Supply Chain Insights” series, profiling the Company’s expertise | Customised option | 6 | 2 |
| Community Engagement: Present Thought Leadership through Webinars / EDM | Customised option | 4 | 2 |
| Sponsored Content*: Contribute content (podcasts, videos, studies, research reports, etc.) to registrants-only Resources Library | Customised option | ✓ | ✓ |
| Editorial Contributions**: Opportunity to work with the ASCI editorial team and contribute to ASCI Supply Chain newsletter articles | Customised option | ✓ | ✓ |
| Partnership with Excellence | | | |
| Professional Development Offerings: Contribute to creating and delivering specialised CPD offerings, which will be made available to Registrants under the ASCI Professional Registration Scheme | Customised option | – | – |

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- * Conditions apply
- ** Subject to the ASCI Continued Professional Development Policy and Framework
- *** Dependent on the issue theme

By remitting payment for a specific level of corporate membership, the Corporate Member expressly agrees, inclusive of the Corporate Member's Users, to the additional terms, conditions, and policies applicable to such level of Corporate Membership below:

- [The ASCI Constitution](#)
- [ASCI Membership Terms and Conditions](#)
- [The ASCI Ethics Policy](#)
- [The ASCI Whistle-blower Policy](#)
- [ASCI Privacy Policy](#)

If the Corporate Member has a support request concerning ASCI's services or a complaint or concern with ASCI, including but not limited to the status of the Corporate Membership or the conduct of other members or third parties, the Corporate Member may contact the ASCI National Office at 1300 557 175 or email at enquiries@asci.org.au