
ASCI Membership Terms and Conditions

Current as of June 2017

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 the 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, including a President and Vice President and a Chief Executive Officer and other staff as may be required from time to time.
- In consideration for the ASCI accepting the Member (Individual or Corporate Members) as a member of ASCI and conferring the rights associated with the Membership, the Member agrees to pay all relevant Membership Fees and agrees to be bound by the Constitution, these 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 TERM

3.1 Commencement & term

The Member is bound by the terms of the Constitution and the Membership Terms and Conditions from the commencement date of their membership.

3.2 Renewals

Individual membership fees are due annually from the date and month in which the member joins ASCI. By paying the membership fee, the Member will be deemed to have agreed to these Membership terms and conditions as it exists at the time of payment.

Failure to pay will result in the membership becoming non-financial from the first day following the individual's renewal date. Membership benefits will be restricted for all non-financial members.

If the Member fails to renew its membership within thirty (30) days of the due date, then ASCI may, by written notice to the Member, revoke all the Member's rights under the Constitution.

3.3 Termination upon insolvency event

If there is an insolvency event, then ASCI may by written notice, immediately revoke all the Member's rights under the Constitution and terminate Membership.

4 OBLIGATIONS

4.1 ASCI's obligations

ASCI must:

- Establish and maintain mechanisms which support open communications within the Australasian Supply Chain industry;
- Promote and support training and educational activities relating to professional development of supply chain practitioners and of supply chain managers;
- Consider all requests relating to the operations of ASCI that are made by Members either directly or through the Board;
- Undertake other activities as required by the Members in support of supply chain development within the Australasian region;
- Provide rights and services (including delegated resources) to the Member in accordance with ASCI's Membership Schedule and the Constitution;
- Not disclose to any person (except to the Chief Executive Officer, staff and contractors performing necessary work for ASCI who have signed a non-disclosure agreement, or unless legally required to do so) any confidential information which the Member provides to ASCI.

4.2 Member's obligations

The Member must:

- Promptly pay all fees and charges due to ASCI in accordance with the Fee Schedule, as amended from time to time;
- Not provide any information to ASCI which is false or misleading;
- Inform ASCI as soon as possible of any changes in material information which the Member has previously supplied to ASCI;
- Comply with the Constitution, Membership Terms and Conditions, By-Laws, notices and directives as amended, supplemented or replaced from time to time.

4.3 Liability and indemnity

The Member and ASCI acknowledge that clause 4.3 is essential to protect the membership as a whole, and ASCI's ability to pursue the aims expressed in clause 1.

4.3.1 ASCI Indemnity

To the extent permitted by law, ASCI excludes all liability to the Member arising out of or in connection with the Constitution, Membership Terms and Conditions, By-Laws, notices and directives. This exclusion applies, without limitation, to all liability in contract or tort for actions or omissions of ASCI and their employees, agents, and contractors, but does not apply to liability arising directly from:

- personal injury, including sickness and death;
- loss of, or damage to, tangible property (including both the property of the Member and third party property);
- an intentional infringement of intellectual property rights; or
- a breach of confidentiality or privacy;

and to the extent that it was caused or contributed to any act or omission of ASCI, its employees, agents, and/or contractors.

4.3.2 Member Indemnity

The Member indemnifies ASCI against the full amount of all expenses, losses, damages, and costs that ASCI may incur as a result, whether directly or indirectly, of any breach of this agreement or any ASCI Document by the Member, its employees, contractors, or agents.

5 NOTICES, RESPONSES, AND APPEALS

5.1 Notice

If ASCI reasonably believes that the Member has breached this the Constitution, Membership Terms and Conditions or By-Laws, then ASCI must send a written notice (Notice) to the Member. The Notice will be sent to the Member's registered address or email address.

The Notice must:

- Describe the nature of the breach that ASCI believes has occurred, and the course of action necessary to remedy the breach;
- Specify a reasonable period for the Member to provide a response to the breach notice within the terms of clause 5.2, or to take the action necessary to remedy the breach; and
- Advise the Member of ASCI's intended action if the breach is not remedied.

5.2 Response to Notice

The Member must, by the time specified in clause 5.1 respond to the Notice detailing that either:

- The Member has not committed the breach; or
- The Member has remedied the breach in accordance with clause 5.1; or
- Exceptional circumstances exist which justify ASCI retracting or revising the Notice.

5.3 Subsequent actions

If the period specified in clause 5.1 expires and, taking full account of any responses received under clause 5.2 and ASCI reasonably believes that the breach has not been remedied, then ASCI may, in its discretion, either send the Member:

- A subsequent Notice outlining further details of any further defects to be remedied and any further courses of action and/or consequences; or
- A written notice immediately revoking some or all the Member's rights under the ASCI Constitution (including, without limitation, delegated resources); or
- immediately terminating this Membership Agreement (Revocation Notice).

5.4 Appeal to Executive Council

If the Member believes that ASCI has failed to adequately consider all relevant circumstances or has acted unreasonably in sending a Revocation Notice under clause 5.3, then the Member may appeal to the Board in writing. The Board must consider the appeal within thirty (30) days. If the Board decides that the Member's appeal is justified then ASCI will withdraw the Revocation Notice.

5.5 Acknowledgment by Member

The Member acknowledges that:

- if the Member receives a notice under clauses 5.1 or 5.3 then the Member must immediately cease using the delegated resources specified in the notice; and
- if the Member fails to comply with clause 5.5, ASCI may seek an injunction or similar remedy restrain the Member from using the relevant delegated resources.

6 GENERAL

6.1 ASCI Constitution

The Member agrees that:

- The Constitution may be amended or replaced from time to time;
- Any such amendments or replacements are binding upon the Member;
- the Constitution as it exists from time to time forms an integral part of and apply fully to these Membership Terms and Conditions;
- if the membership is either terminated or not renewed, the Member shall continue to be bound by the provisions of this agreement and the ASCI Constitution to the extent that the provisions relate to the use of resources or disputes arising from this agreement or the ASCI Constitution.

6.2 Governing law

The Member agrees that these Membership Terms and Conditions is governed by the laws of New South Wales, Australia.

6.3 To the extent not excluded by law

The rights, duties and remedies granted or imposed under the provisions of these Membership Terms and Conditions operate to the extent not excluded by law.

6.4 Order of precedence

To the extent of any inconsistency, the terms and conditions contained within these Membership Terms and Conditions will prevail over any other Membership Agreement that may have been executed between the parties.