

NCIDQ APPELLATION AGREEMENT

NCIDQ LICENSE POLICY

This Agreement (“Agreement”) is made and by and between the Council for Interior Design Qualification (“CIDQ”), with its principal place of business in Alexandria, VA, and an individual person who is a NCIDQ Certificate Holder (the “User”).

Whereas CIDQ establishes standards of competence for interior design/interior architecture professionals;

Whereas, CIDQ owns the designation “NCIDQ”

Whereas, the User desires to use the designation “NCIDQ”;

Whereas, User desires to use the designation “NCIDQ” upon User’s fulfillment of certain CIDQ education, experience and examination standards, including becoming a NCIDQ Certificate Holder, successful completion of any continuing education and recertification requirements, if any, compliance with all aspects of the annual renewal process, and maintaining a current and paid in full CIDQ account (the “Good Standing Requirements”), to identify User’s achievement of the NCIDQ credential.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION AND SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE RECITALS ABOVE, THE PARTIES AGREE AS FOLLOWS:

LICENSE GRANT AND RESTRICTIONS

CIDQ grants a nonexclusive, nontransferable license (without the right to sublicense) to User to use the designation “NCIDQ” in accordance with the following terms:

1. If User meets the Good Standing Requirements and otherwise complies with the terms and conditions of this Agreement, User may use the designation “NCIDQ” immediately after his or her name solely for the purpose of identifying User’s achievement of the NCIDQ credential and in no other manner or for any other purpose. Namely, User may use the designation “NCIDQ” as follows: Jane M. Doe, NCIDQ.
2. User will comply with all guidelines related to the use of the designation “NCIDQ” described in this Agreement and as revised by CIDQ from time to time, at CIDQ’s sole discretion (collectively, the “Use Guidelines”). CIDQ reserves the right to alter or amend the guidelines for the use of the designation “NCIDQ” described in this Agreement at any time and without notice to the User.
3. User will not use the designation “NCIDQ” as any corporate name, trade name, business name, business logo, company name, or any part thereof. For example, User may not name or otherwise identify its business NCIDQ Certified, Inc. or as Jane M. Doe, NCIDQ, LLC.
4. This Agreement does not in any way constitute CIDQ’s approval or endorsement of the services, products, or activities, advertised, offered, sold, or rendered by User. User will not use the

designation “NCIDQ” in any way that states or implies that CIDQ approves or endorses the services, products, or activities, advertised, offered, sold, or rendered by User.

5. User acknowledges and agrees that CIDQ is the sole and exclusive owner of, and maintains all rights, title, and interest in the designation “NCIDQ” including, without limitation, all intellectual property rights. User acknowledges and agrees that he or she does not obtain any interest or goodwill in the designation “NCIDQ” or any other trademarks owned by CIDQ.
6. User will not use the designation “NCIDQ” in any manner likely to confuse, mislead, or deceive the public, or to be adverse to the best interests of CIDQ. User will advertise, offer, sell, and render User’s products and services in accordance with all applicable federal, state, and local laws and regulations.
7. User will not use the designation “NCIDQ” in any offensive manner or in any manner that would disparage, tarnish, or bring into disrepute the NCIDQ credential, the designation “NCIDQ” or CIDQ.
8. User will not use, register or seek to register the designation “NCIDQ”, CIDQ or any of CIDQ’s other trademarks, or any confusingly similar marks or names in any manner, including but not limited to as, or as part of, a trademark, service mark, domain name, social media name, screen name, or e-mail address, keyword, favicon, or any other identifier.
9. User will maintain current contact information with CIDQ by updating User’s contact information with CIDQ from time to time and at least on or about each anniversary of the Effective Date of this Agreement, including updating User’s mailing address, telephone number, and email address.

TERMINATION OF LICENSE

1. The Term of this Agreement is one (1) year from the later of the date User assents to this Agreement via CIDQ’s online form or CIDQ’s confirmation of payment of CIDQ’s dues by User (the “Effective Date”). User may renew the Agreement annually so long as User meets the Good Standing Requirements and otherwise complies with the terms and conditions of this Agreement.
2. Upon the failure to comply with the Good Standing Requirements, or of CIDQ’s termination of the NCIDQ certification program and/or the NCIDQ credential, or of termination or expiration of this Agreement, User agrees to immediately cease all use of the designation “NCIDQ” in any form including, but not limited to: immediately removing the designation “NCIDQ” from User’s Business Materials.
3. Upon expiration or termination of this Agreement, if User continues to be an NCIDQ Certificate holder, User may inform of the public of this fact by textually identifying himself or herself as a “NCIDQ Certificate Holder” and in no other manner.
4. CIDQ may terminate this Agreement if User is in breach of any of the terms or conditions of this Agreement or the Use Guidelines.
5. User acknowledges that any breach of this Agreement may cause irreparable harm to CIDQ and entitles CIDQ to temporary, preliminary, and permanent injunctive relief in addition to damages and costs, including reasonable attorney’s fees, and any other remedies available to CIDQ.

DISCLAIMER

1. The designation “NCIDQ” is licensed on an “as is” basis and CIDQ makes no representations or warranties, express, implied, or otherwise, with respect to the designation “NCIDQ” including, but not limited to, the validity of the designation “NCIDQ” and whether the designation “NCIDQ” infringe, dilute, or otherwise violate the trademark, copyright, or other intellectual property rights of any third parties. CIDQ is not responsible for any loss or damages of any kind whatsoever sustained by User or any third party and howsoever caused with respect to the use of the designation “NCIDQ” by User, CIDQ, or anyone else.
2. User will indemnify CIDQ and its directors, officers, staff, successors, parents, affiliates, members, and related companies and to hold each of them harmless in all respects, including attorneys’ fees, from and against any claims, demands, suits, or causes of action and resulting settlements, awards, or judgments arising out of any act or alleged activity of User in connection with the license granted under this Agreement, including but not limited to any defects or alleged defects or negligence in or relating to the products, activities, and/or services advertised, offered, sold, and/or rendered by the User in connection with the designation “NCIDQ.”

MISCELLANEOUS

1. This Agreement and the license hereunder are not assignable or transferrable by User in whole or part in any manner, and User does not have the right to sublicense any of its rights under this Agreement. CIDQ may assign, sublicense, or transfer its rights under this Agreement without User’s consent.
2. Failure of any party to require the performance of any term in this Agreement, or the waiver by any party of any breach thereof, will not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.
3. This Agreement is governed by and construed in accordance with the laws of the District of Columbia.
4. The terms of this Agreement are severable and if any one or more provisions is determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions thereof are not in any way affected or impaired thereby and are binding between the parties.
5. This Agreement is the complete, entire, and final agreement of the terms and conditions between the parties and supersedes all prior agreements between the parties regarding User’s use of the NCIDQ credential, the designation “NCIDQ,” or variations thereof.
6. User acknowledges and agrees that all notices, requests, and other communications directed to User required or contemplated under this Agreement will be in writing and will be deemed to have been duly given when sent by CIDQ by email to the email address provided by User in this Agreement and updated pursuant to Section 9, above.
7. All notices, requests, and other communications directed to CIDQ required or contemplated under this Agreement will be in writing and will be deemed to have been duly given when delivered personally, or by a letter mailed by certified mail-return receipt requested, or by a letter sent via overnight courier with confirmation of receipt, to CIDQ 225 Reinekers Lane #210, Alexandria, VA 22314, or at such other address CIDQ or its successors or assigns may designate by written notice.

8. Items 3, 4, 5, 6, 7, and 8 of License Grant and Restrictions; Items 2, 3, 4, and 5 of Termination of License; Items 1 and 2 of Disclaimer; and Items 1, 2, 3, 4, 5, 6, and 7 survive termination or expiration of this Agreement.