

## **NCIDQ EXAM CANDIDATE AUTHORIZATION AND CONSENT AGREEMENT**

I certify that all information contained in my application for the NCIDQ Examination is true and accurate to the best of my knowledge. Further, I agree to promptly notify CIDQ of any change in name, address, telephone number, or e-mail.

In the event that my application is incomplete, I understand the CIDQ will hold my incomplete application for three years, after which my application and all supporting documents will be destroyed, and I will be required to resubmit all the required materials if I wish to reapply for the NCIDQ Examination.

I hereby authorize CIDQ and its officers, directors, committee members, employees, and agents (“the above designated parties”) to review my application and determine my eligibility to take the NCIDQ Examination. I agree to cooperate promptly and fully in any review of my application and examination by CIDQ, including submitting such documents and information deemed necessary to confirm the information in my application. I authorize the above designated parties to contact any jurisdictional, state, and federal authorities, employers, and others to confirm the information contained in my application to take the NCIDQ Examination.

I hereby waive all claims against CIDQ arising out of my application and my participation in the NCIDQ Examination, including but not limited to, claims arising out of (i) any release of information, including, but not limited to jurisdictional, state, and federal authorities, licensing boards, employers and others and (ii) any investigation and review of my application and examination by CIDQ.

I agree to indemnify CIDQ for any third-party claims arising out of any action taken pursuant to the policies and procedures of CIDQ with regard to my application or the NCIDQ Examination. In addition, I agree to indemnify CIDQ for any third-party claims arising out of my professional practice and related activities.

I agree to indemnify and hold harmless CIDQ for any action taken pursuant to the policies and procedures of CIDQ with regard to this application and the NCIDQ Examination, except claims based on gross negligence or intentional misconduct by CIDQ.

### **Should my application be accepted and I am allowed to take the NCIDQ Examination:**

I understand that I must take and pass all sections of the NCIDQ Examination within the prescribed time period (10 biannual exam administration for applicants of all 3 sections, and 14 biannual exam administration windows for applicants of IDFX only followed by IDPX and Practicum) of becoming eligible or my application will be voided, and I must reapply, meeting all requirements in effect at the time of my reapplication. If I do not, scores from that application will be voided, and I must retake those sections at my expense within a new prescribed time period following approval of a new application.

I understand that CIDQ reserves the right to refuse my admission to any NCIDQ Examination test administration site if I do not have the proper identification (one valid form of government issued identification with a photograph) or if administration has begun. If I am refused admission for any of these reasons or fail to appear at the test site without cancelling in advance, I will not receive a refund of the test registration fees, and there will be no credit for future examinations. I understand that the proctors at my assigned test site will maintain a secure and proper test administration at their discretion. I acknowledge that in this capacity, the proctors may relocate me before or during the examination. I will

not communicate with other examinees before, during, or after the test administration regarding any NCIDQ Examination content.

As a condition of being permitted to take the NCIDQ Examination, I hereby agree that I understand that CIDQ's responsibility is confined to compiling and administering an examination that tests minimum competency of practitioners in the profession of interior design and that CIDQ cannot provide any coaching on how to pass the NCIDQ Examination to exam candidates. In consequence, by my acknowledgement below, I accept CIDQ's determination of my examination score(s) as final and non-disputable.

If, for any reason, CIDQ is unable to provide me with the results from taking the NCIDQ Examination, CIDQ shall have no liability beyond authorizing me to retake the relevant section of the NCIDQ Examination, at the next regularly scheduled exam administration window, without paying the test registration fee.

Any person who fails to accurately and completely disclose information and/or who willfully makes misleading, deceptive, or false statements on any NCIDQ Examination related materials may be refused service at CIDQ's sole discretion and may be barred from taking the NCIDQ Examination in the future.

I acknowledge that the NCIDQ Examination is the sole and exclusive property of CIDQ and is registered as such with the U.S. and Canadian Copyright Offices. I hereby agree not to disclose any NCIDQ Examination questions or their content in any form and acknowledge that the disclosure of any NCIDQ Examination content is cheating, a violation of CIDQ's copyright and this agreement. CIDQ may pursue all legal remedies available to recover monetary damages caused by such conduct and to enjoin violations of its rights with respect to the NCIDQ Examination and impose any sanctions it deems appropriate for testing and confidentiality irregularities.

I understand that I may only seek admission to take the NCIDQ Examination for the purpose of seeking NCIDQ Certification or a license in the profession of interior design and for no other purpose. Because of the confidential and proprietary nature of the NCIDQ Examination, I will not take any testing materials from the test site, reproduce any NCIDQ Examination materials, or transmit NCIDQ Examination questions or answers in any form, in whole or in part, to any other person or entity.

I hereby expressly recognize and acknowledge that extensive and irreparable damage may result to CIDQ if I disclose the NCIDQ Examination questions or their content in any form. Therefore, CIDQ's rights and obligations hereunder may be enforceable in a court of equity by a decree of specific performance and appropriate injunctive relief may be applied for in connection therewith. Such remedies and all other remedies provided for in this Agreement shall, however, be cumulative and not exclusive and shall be in addition to any other remedies in which CIDQ may have under this Agreement or otherwise.

I understand that review of the adequacy of NCIDQ Examination materials will be limited to computing accurate scoring; I waive all further claims of NCIDQ Examination review except as otherwise provided by state or provincial rule or statute. If circumstances cast doubt upon the validity of my NCIDQ Examination results, I agree to cooperate fully in any investigation. Subsequent to such investigation, if it is determined that my behavior was not authorized or is prohibited by CIDQ in connection with any NCIDQ Examination, I understand that my NCIDQ Examination scores may be voided and such activity may be subject to legal action. In such a case where my NCIDQ Examination score is voided based upon my unauthorized or prohibited behavior, I agree that I will not receive a refund of any fees, and there will be no credit for future fees and I may be barred from taking the NCIDQ Examination in the future.

**Should I pass the NCIDQ Examination:**

I agree that CIDQ may release my name and the fact that I have been granted NCIDQ Certification. I agree that CIDQ may release my NCIDQ Certificate Number, name, city, state/province, zip, and website (where applicable) in a listing of NCIDQ Certified interior designers to individuals and/or organizations interested in interior design as provided in the CIDQ Privacy Policy.

**Should I be granted an NCIDQ Certificate:**

I agree to adhere to the CIDQ Code of Ethics and Appellation Agreement and understand that if I wish to maintain active Certificate status, I must pay the annual renewal fee and otherwise remain in compliance with all CIDQ requirements (including CEU fulfillment) for maintaining active Certificate status as they are now and as they may be revised in the future.

**Trademarks**

I understand that the “NCIDQ” Certification trademark and the stylized “NCIDQ” logo are the sole and exclusive property of CIDQ and are subject to all applicable trademark and other rights of CIDQ as owner under U.S. and Canadian intellectual property law and international conventions. I agree to abide by CIDQ’s instructions regarding use of its trademark and to only use this trademark in accordance with the Appellation Agreement, which may be found at [www.cidq.org](http://www.cidq.org), as may be amended by CIDQ from time to time. If I misuse the “NCIDQ” Certification trademark and/or logo, I agree to immediately correct any of my inaccurate or unauthorized uses at my own expense, within 30 days of notification. I agree that if I refuse or fail to make the required corrections, CIDQ is entitled to obtain all relief permitted by law, including but not limited to, injunctive relief to enforce its rights with respect to the protection of its name, trademark, logo, and all other intellectual property, and I agree to pay CIDQ’s fees, including attorney’s fee, in enforcing its rights under this Agreement.

**Survival**

I understand that my obligation under this Agreement shall survive the termination of this Agreement.

**Governing Law/Jurisdiction**

I understand and agree that this Agreement shall be governed, enforced, performed, and construed in accordance with the laws of the Commonwealth of Virginia (excepting those conflicts of law provisions which would serve to defeat the application of Commonwealth of Virginia substantive law). I agree to submit to the exclusive jurisdiction of the federal and state courts of the Commonwealth of Virginia.

By clicking the Agree button below, I acknowledge that I have read the preceding paragraphs and agree to abide by the NCIDQ Exam Candidate Authorization and Consent Agreement.

Agree