



Commercial Workforce Credentialing Council

LICENSE AGREEMENT

This is a LICENSE AGREEMENT between the NATIONAL INSTITUTE OF BUILDING SCIENCES ("INSTITUTE"), a District of Columbia nonprofit corporation, with address at 1090 Vermont Avenue, NW, Washington, D.C. 20005, for and on behalf of its COMMERCIAL WORKFORCE CREDENTIALING COUNCIL ("CWCC"), an unincorporated council of the Institute, and LICENSEE.

By clicking on the SUBMIT button at the end of this Agreement, User and LICENSEE represent and warrant to INSTITUTE that a) all of the Registration Information entered is full, accurate and complete; b) User has full authority to enter into this LICENSE AGREEMENT on behalf of LICENSEE and to bind LICENSEE legally to its terms and conditions; USER has read the Terms and Conditions of the LICENSE AGREEMENT before accepting them.

TERMS AND CONDITIONS

The INSTITUTE and LICENSEE agree to the following Terms and Conditions, intending to be legally bound thereby and acknowledging the existence of good and valuable consideration conferred from each party to the other:

1.1 INSTITUTE, through its council, the CWCC, with guidance and funding from the U.S. Department of Defense ("DOD") under its Combating Terrorism Technology Support Office (CTTSO), has developed and holds copyright ownership in a set of guidelines called the **Blast Protection Professional Guidelines**, which Guidelines include a Job Task Analysis (JTA) and Certification Scheme for a Blast Protection Professional.

1.2 INSTITUTE desires to license use of the Guidelines to LICENSEE for purposes of developing and obtaining accreditation by the American National Standards Institute ("ANSI"), International Accreditation Service (IAS) or other organization qualified as described in Section 2 of this Agreement for a program through which LICENSEE will examine, determine, and certify the professional competencies and qualifications of persons working in one or more of the four job classifications covered by the Guidelines; and

1.3 LICENSEE desires to license use of the Guidelines from INSTITUTE for the purposes described above for the Blast Protection Professional

1.4 The parties acknowledge and agree that the Guidelines constitute valuable intellectual property of the INSTITUTE.

2.0 Grant of License

2.1 INSTITUTE hereby grants LICENSEE a limited, nonexclusive license to reproduce, distribute to the public, display to the public, and use the **Blast Protection Professional Guidelines**, including the Job Task Analysis (JTA) and the Certification Scheme, for the purposes, and subject to the terms and conditions, set forth in this Agreement. The license granted herein does not authorize LICENSEE to create derivative works based upon the Guidelines or to modify the Guidelines, JTA, or the Certification Scheme, unless and except as expressly provided in this Agreement. This Agreement does not transfer INSTITUTE copyright or other intellectual property interests to LICENSEE.

2.2 This License is conditioned upon LICENSEE applying for, diligently pursuing, obtaining, and maintaining American National Standards Institute ("ANSI"), International Accreditation Service (IAS) or other organization qualified to accredit as described herein, accreditation of LICENSEE's certification program for the blast protection professional job identified in the Guidelines according to the standard ISO/IEC 17024:2012 and designated by LICENSEE in this Agreement. If LICENSEE fails to obtain accreditation of its certification program within a period of two years from the date of this Agreement, INSTITUTE shall be entitled to terminate this Agreement upon written notice to LICENSEE.

2.3 The purpose of the JTA is to define for the interested public a description for the blast protection professional job title outlining the key duties, tasks, knowledge, skills, and attitudes necessary to perform the job at a high level of competence and the examination blueprint upon which to base assessments.

2.4 LICENSEE may reproduce, publish and display to the public the JTA subject to a general common license permitting use on condition that the user i) provide accurate identifying and contact information; ii) is prohibited from creating derivative works based upon, or modifying, the JTA; iii) is prohibited from selling, reselling, renting or otherwise using the JTA for user's own commercial purposes; and iv) is prohibited from any further licensing or sublicensing of the JTA to other persons or organizations.

2.5 The purpose of the Certification Scheme is to provide a certifying body an industry consensus-based method by which the certifying body may pursue and obtain accreditation of and operate a personnel certification program conforming with the international personnel assessment standard ISO/IEC 17024:2012 for the blast protection professional job covered in the Guideline.

2.6 LICENSEE may reproduce, distribute, display and use the Certification Scheme internally in connection with development and operation of its certification program and as necessary or advisable to apply for, pursue and obtain ANSI, IAS or other qualified accreditation of its certification program against compliance with ISO/IEC 17024:2012.

2.7 LICENSEE may reproduce, publish, distribute to the public, and display to the public the Certification Scheme, in whole or in part, as necessary to conform to the requirements of its accreditation or of the Certification Scheme itself for public disclosure, pursuant to an end-user license requiring that the user provide accurate identifying and contact information and expressly prohibiting the end user from: i) creating derivative works based upon, or modifying, the Certification Scheme; ii) selling, reselling, renting or otherwise using the Certification Scheme for user's own commercial purposes; and iii) further licensing or sublicensing the Certification Scheme to other persons or organizations.

2.8 LICENSEE may reproduce and publish elements of the Certification Scheme in order to promote its certification program and to inform prospective candidates of the requirements for eligibility, examination, and certification, so long as such publication is consistent with other terms of this Agreement and of its accreditation.

2.9 LICENSEE may not use the Guidelines or any component thereof for purposes not identified and expressly permitted in this Agreement.

2.10 LICENSEE shall identify INSTITUTE as the developer and publisher of, and holder of copyright in, the Guidelines. LICENSEE may not remove any copyright notice placed on a Guidelines document by the INSTITUTE.

3.0 Use of Names, Trademarks, Service Marks, and Logos

3.1 The Institute grants LICENSEE permission to use the name, trademarks, service marks and logos of the INSTITUTE and/or the CWCC, as set forth in Exhibit A to this Agreement, to indicate that the INSTITUTE and the CWCC developed the Guidelines or the standards underlying LICENSEE's certification program.

3.2 LICENSEE may not use the name, trademarks, service marks or logos of the INSTITUTE and/or the CWCC to indicate that the Institute and/or the CWCC have accredited LICENSEE's certification program, that the Institute and/or the CWCC are certifying bodies, or that the INSTITUTE and/or the CWCC have examined or certified the qualifications, experience or credentials of any person.

3.3 LICENSEE's use of the name, trademarks, service marks, or logos of the INSTITUTE shall be in accord with the usage guidelines attached to this Agreement as Exhibit B.

3.4 The INSTITUTE's and the CWCC's names, marks, and logos and the usage guidelines may be modified from time to time in the sole discretion of the INSTITUTE. Any such changes shall be notified to LICENSEE in writing.

4.0 Certification Documentation. LICENSEE shall issue appropriate certification documentation to all candidates who qualified according to the stated terms and conditions of LICENSEE's examination and evaluation process. The certified individual will be issued documents identifying the Certifying Body, displaying the Certifying Body's unique identification; referencing the certification scheme or standard against which the certification is made.

5.0 Recognition of Certification. The INSTITUTE, through the CWCC, shall recognize a certification awarded by LICENSEE provided that LICENSEE is accredited and has an active INSTITUTE License Agreement in effect at the time the certification is issued.

6.0 Registry of Certifications. LICENSEE shall maintain a registry, accessible by the public, of all persons whom it has certified, the field or identification of the certification, and the period of time for which the person has been certified. LICENSEE shall maintain current records of all certifications awarded sufficient to validate the registry on a reasonably current basis.

7.0 Registry of Certifying Bodies. The INSTITUTE will maintain an active registry, accessible on its website, of accredited and licensed Certifying Bodies and will list LICENSEE on that registry as long as LICENSEE maintains its ANSI, IAF, or IAS accreditation and this License Agreement.

8.0 Certification Scheme Compliance. LICENSEE shall adhere to the requirements of its accreditation and the Certification Schemes to monitor compliance by certified individuals with terms of the individual's certification and agreements with LICENSEE and to enforce compliance according to its rules.

9.0 License Fees. This Agreement does not require LICENSEE to pay fees or royalties for use of the Guidelines or other services provided or costs incurred by the INSTITUTE, because such fees are, in effect, waived on grounds that the costs of initial development of the overall program have been covered by DOD funding under contract with the INSTITUTE. It is understood and agreed, however, that a future license agreement or renewal of this license agreement may be conditioned upon payment of fees to cover the costs of the program.

10.0 No Assignments or Sublicensing. This Agreement and the licenses provided herein may not be assigned or sublicensed to any other person or organization without the express written prior consent of the INSTITUTE.

11.0 Term of Agreement. This Agreement shall remain in effect for a period of five years, unless earlier terminated for failure to obtain or maintain accreditation, for breach of any of its terms or conditions, or for nonconformity with provisions of the Guidelines or terms of accreditation.

12.0 Choice of Law: This Agreement shall be governed by the laws of the District of Columbia.

13.0 Disputes: Any dispute arising under or related to this Agreement or the alleged breach thereof shall be decided by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules in effect at the time the arbitration is commenced. The arbitration hearing shall be held in Washington, D.C. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

14.0 Integration and Merger: This Agreement, including attachments and documents incorporated by reference, constitutes the entire agreement between INSTITUTE and LICENSEE, and supersedes all prior representations, agreements, contracts, understandings, and communications between INSTITUTE and LICENSEE related to the subject matter of this Agreement. No amendment or modification of this Agreement shall be binding upon either party unless it is set forth in a writing signed by authorized representatives of both the INSTITUTE and LICENSEE. The rights and remedies afforded to either party pursuant to any part or provision of this Agreement are in addition to any other rights and remedies afforded by any other parts or provisions of this Agreement, by law, or otherwise.

15.0 Waiver: The failure of either party to insist on performance of any term or provision of this Agreement, or to exercise any right or remedy available under this Agreement, shall not be construed as a waiver of that provision, right, or remedy in any later instance.

16.0 Severability: If any provision of this Agreement is or becomes void or unenforceable by operation of law, all other provisions shall remain valid and enforceable.

17.0. Notices and Correspondence: All notices and correspondence to the INSTITUTE relating to this Agreement shall be sent to Henry L. Green, President, National Institute of Building Sciences, 1090 Vermont Ave., NW, Suite 700, Washington, D.C. 20005-4950. Notices and correspondence to LICENSEE shall be sent to USER or LICENSEE's contact person as set forth in the registration information.

18.0 Authorized Representative: For purposes of this Agreement, the INSTITUTE's Authorized Representative shall be Roger Grant, who shall be the primary point of contact between INSTITUTE and LICENSEE. All correspondence arising out of LICENSEE's performance under this Agreement shall be submitted to the Authorized Representative. Any successor to the Authorized Representative shall be designated in writing by the INSTITUTE President.

19.0 This Agreement shall be effective on the date entered by USER as ACCEPTED on the INSTITUTE website.

NATIONAL INSTITUTE OF BUILDING SCIENCES

Signed: /Henry L. Green, Hon. FAIA, President

EXHIBIT A

INSTITUTE Name, Trademarks, Service Marks and Logos of the INSTITUTE

NATIONAL INSTITUTE OF BUILDING SCIENCES with Design, as shown below, is a registered trademark of the Institute.



NATIONAL INSTITUTE OF BUILDING SCIENCES is also the trade name of the Institute.

COMMERCIAL WORKFORCE CREDENTIALING COUNCIL™ is a trademark and service mark of the Institute

COMMERCIAL WORKFORCE CREDENTIALING COUNCIL, a Council of the National Institute of Building Sciences™ is a trademark and service mark of the Institute

COMMERCIAL WORKFORCE CREDENTIALING COUNCIL is also a trade name identifying a Council of the National Institute of Building Sciences

BLAST PROTECTION PROFESSIONAL GUIDELINES is a trademark of the Institute

EXHIBIT B

INSTITUTE Usage Guidelines for Trademarks, Service Marks and Logos

Institute Trademarks and Service Marks should be used only to identify and distinguish the Institute as the source of goods or services produced or provided by the Institute.

Institute trademarks should not be used to:

Mislead or deceive the public as to the actual source of any goods, products or services.

Name an organization as a whole, as opposed to the products or services of the organization. (See "Trade Names," below.) Example: "The National Institute of Building Sciences was created by

Congress in 1974” represents usage as a trade name. “The National Institute of Building Sciences” appearing on an Institute publication represents usage as a trademark.

Signify participation in or support for the activities of the Institute or its Councils or to identify a person or organization as a member of the Institute or of any of the Institute’s councils or committees (see “Member Marks”, below).

Promote or endorse the products or services of persons or entities other than the Institute.

Certify that products or services of other persons or entities satisfy standards or requirements of the Institute (see “Certification Marks”, below).

The Institute’s registered marks and trademarks should be used with the “®”, “™”, or “sm” symbol as reasonably necessary to identify the product or service. The symbol need not be used every time the mark appears in the text of a publication.

Trademarks must be used in a consistent form to maintain the mark’s ability to identify and distinguish the source of goods or services and to prevent public confusion or deception. Even small variations in a mark may create different marks.

A trademark should be set sufficiently apart from other words and designs so that the other words and designs are not perceived to constitute part of the mark, thereby creating a different mark and causing confusion.

Institute trademarks should never be used as a generic description. For example, the term "workforce guidelines" should not be used generically to refer to a range of labor-related information for workers, as opposed to specific products or services of the Institute or its Councils.

Institute trademarks should always be used as an adjective, not as a noun or verb, not in possessive or plural form, not in hyphenated form, and not combined with other words.

Under some circumstances, it may be appropriate to permit other persons or entities to display an Institute trademark in connection with the other’s promotion or distribution of a product or service. Such permission should be granted only in the form of an appropriate licensing agreement. Trademark licensing agreements should prescribe the conditions under which the Institute’s trademark(s) may be used; the proper form of the trademark to be used; an attribution requirement (e.g. “National Institute of Building Sciences” is a registered trademark of the National Institute of Building Sciences”); a right to review usage; and a right to revoke the license.

The Institute may from time to time create and claim new trademarks.