

I-CAR Academy Curriculum Licensing Agreement



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1. Purpose

This Curriculum Licensing Agreement outlines the terms and conditions under which I-CAR grants Career and Technical Education (CTE) schools the right to use its copyrighted course materials. It defines the scope of permitted use, responsibilities of the Licensee, restrictions on distribution and modification, and the legal protections in place to safeguard I-CAR's intellectual property.

2. Scope

This agreement outlines the terms under which representative at CTE programs, such as students, educators and administrators, are granted permission to use I-CAR's copyrighted Curriculum Material for instructional purposes within CTE programs. It allows licensed schools to store and access course content on their internal networks, provided they implement safeguards against unauthorized use or distribution.

Educators may share the materials directly with students for teaching purposes, but may not reproduce, modify, or distribute the content outside of their institution. The license is valid for one year and renews automatically unless terminated. Upon termination, schools must delete all copies and confirm removal to I-CAR.

The agreement ensures that I-CAR retains ownership of its intellectual property while enabling educators to deliver high-quality collision repair training in a secure and compliant manner.

3. Definitions

3.1. I-CAR: Inter-Industry Conference on Auto Collision Repair

A nonprofit organization that provides education, training, and certification programs for the collision repair industry.

3.2. CTE: Career and Technical Education

Educational programs that specialize in skilled trades, applied sciences, modern technologies, and career preparation, often offered in high schools, postsecondary, and private institutions.

3.3. BBS: Bulletin Board System

An early form of online community or forum where users could connect and share messages or files. Mentioned in the agreement to prohibit posting curriculum materials in public or unsecured digital spaces.

4. Policies

4.1. Terms of Agreement:

This agreement is by and between the Inter-Industry Conference on Auto Collision Repair ("I-CAR" or "Licensor"), and Licensee ("Licensee" or "You").

All I-CAR course curriculum material (“Curriculum Material”) is the copyrighted intellectual property of I-CAR. Unauthorized reproduction or distribution of the Curriculum Material is expressly prohibited.

The Curriculum Material is licensed, not sold, to You by I-CAR for use only under the terms of this license, and I-CAR reserves all rights as to the use and ownership of the Curriculum Material. As Licensee, You are responsible for the installation, management, and operation of all electronic data and hardware devices on which the Curriculum Material is stored.

4.2. Grant of License:

Subject to your compliance with the terms of this agreement, I-CAR grants You permission to:

- 4.2.1. Copy the Curriculum Material to Licensee's Career and Technical Education (“CTE”) School network system on a common storage device which is accessible by multiple computers only if there is a mechanism to prevent unauthorized access and prevent unauthorized copies of I-CAR Curriculum Material from being made. You are not authorized to place I-CAR Curriculum Material on any electronic forums, BBS, the Internet, the World Wide Web, or any other electronic area accessible to the public or unauthorized users.
- 4.2.2. Allow Licensee’s students to directly access electronic and printed Curriculum Material contained in each I-CAR course for the sole purpose of providing instructional services to such students by Licensee. Distribution of Curriculum Material other than for instructional purposes by Licensee to its own students is strictly prohibited. Under this agreement, except as provided above, You may not:
 - 4.2.2.1. Copy or reproduce in any format all or any portion of I-CAR Curriculum Material other than to use it within Licensee’s system for the purpose of teaching Licensee’s students.
 - 4.2.2.2. Modify, adapt, translate, or create derivative works based upon I-CAR Curriculum Material or any part thereof.
 - 4.2.2.3. Rent, lease, loan, distribute, or sub-license all or any portion of I-CAR Curriculum Material.
 - 4.2.2.4. Alter or remove any copyright, trademark or other proprietary notices or legends contained on or in the Curriculum Material.

Under the terms of this agreement, You agree to keep any information contained herein confidential and to protect I-CAR Curriculum Material from unauthorized distribution or use.

4.3. Termination:

This license is effective for a one year term, and shall automatically renew until terminated. This license will terminate immediately without notice from I-CAR or by judicial resolution if You fail to comply with any provision of this license.

Once this license terminates, You must immediately cease using or accessing the Curriculum Material and delete all copies of the Curriculum Material from your network and from any other storage devices upon which they reside and send I-CAR notice in writing that You have done so. I-CAR shall have the right to inspect Licensee's network system to ensure such deletion upon reasonable notice to Licensee. I-CAR reserves the right to immediately terminate access to Curriculum Material upon either termination of this license or upon Licensee failing to make payment(s) due to I-CAR.

4.4. Disclaimer, Limitation of Remedies and Damages:

I-CAR is providing the Curriculum Material "AS IS" and makes no warranties regarding the Curriculum Material, and disclaims all implied warranties, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. In no event will I-CAR or its licensors, or any directors, officers, members, employees, or affiliates of any of the foregoing, be liable to You or anyone else for any consequential, incidental, indirect, special or punitive damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information, and the like), whether foreseeable or unforeseeable, arising out of the use of or inability to use the software or accompanying written materials contained in the Curriculum Material, regardless of the basis of the claim and even if I-CAR or an I-CAR representative has advised such person of the possibility of such damage. I-CAR liability to You or any other person for direct damage for any cause whatsoever, and regardless of the form of the action, will be limited to the amount You paid for the product.

4.5. Indemnity:

You agree to indemnify, defend and hold harmless I-CAR, its agents, officers, directors, members, employees, affiliates, successors and assigns from and against any action, claim, damage or liability, including reasonable costs and attorney's fees arising out of or relating to your breach of this agreement, including the unauthorized use of the Curriculum Material by You, your employees or your students, or any damages caused by such unauthorized use of the Curriculum Material.

4.6. General:

In any lawsuit, action or proceeding to enforce the terms of this license, the prevailing party shall be entitled to all reasonable costs and attorney's fees. This license will be construed under the laws of the State of Illinois, except for that body of law dealing with conflicts of law. If any provision of this license shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this license will remain in full force and effect. This agreement is the entire agreement between I-CAR and You relating to the Curriculum Material and replaces any previous agreement regarding the Curriculum Material. The Disclaimer, Limitation of Remedies and Damages section and the Indemnity section shall survive termination of this agreement.