



## ***NCCAOM Trade Marks and Certification Marks Policy***

### **8.01 Policy Overview**

NCCAOM's trademarks, service marks, trade names, and trade dress (“NCCAOM Marks”) are valuable assets. The goodwill derived from using any part of an NCCAOM “Mark” is exclusively for the benefit of and belongs to NCCAOM. The NCCAOM has the following U.S. Patent and trademark registered marks:

- Corporate logo
- Corporate logo with tagline
- Professional Development Activities (PDA) logo
- Diplomate of Acupuncture service mark
- Diplomate of Chinese Herbology service mark
- Diplomate of Oriental Medicine service mark

### **8.02 Policy Purpose**

NCCAOM has registered its marks with the U.S. Patent and Trade Office (USPTO) to protect its valuable trademark rights for the benefit of all Diplomates and PDA Providers. NCCAOM trademarks represent the company to the public. This policy describes the policy and procedures for NCCAOM to issue certification marks, the service marks and credentials (i.e. designations), to recognize the Diplomate’s achievements in each certification program.

### **8.03 NCCAOM Marks** (Appendix ES-15)

1. **Trademark:** A trademark is a word, phrase, symbol, or design that identifies and distinguishes the source of the goods of one party from those of others.
  - A. National Certification Commission for Acupuncture and Oriental Medicine
  - B. NCCAOM
  - C. Public Protection through Quality Credentials
  - D. Logos
2. **Certification:** A certification mark is a mark used in commerce by a person other than its owner. The owner of the mark establishes standards for certification to



identify that goods or products bearing the mark are of a particular type. The owner of the mark does not use the mark; rather, the mark is used by third parties to indicate that the goods or services being offered conform to the standards established by the mark's owner.

- A. **Service Mark:** NCCAOM has a registered service mark for each certification program: Oriental Medicine, Acupuncture, Chinese Herbology, and Asian Bodywork Therapy.
- B. **Credential:** certified initials (also known as a designation) showing that a person is entitled to credit for their achievements. NCCAOM has registered credentials for each certification program that are the professional designations used by Diplomates.

#### 8.04 Use of NCCAOM Trademarks

1. NCCAOM's marks may not be used in a manner that would imply NCCAOM's affiliation with or endorsement, sponsorship, or support of a third-party product or service.
2. NCCAOM's marks may not be used for any purpose except pursuant to an express written trademark license from NCCAOM.
3. Authorized parties may use NCCAOM's marks only as specified in their agreement with NCCAOM and any associated guidelines.
4. If you are a licensee of NCCAOM or have received written permission to use NCCAOM marks, please follow the terms or guidelines set forth in your license agreement or permission grant.
5. Any use of NCCAOM's trademarks, without NCCAOM's prior written consent may constitute trademark infringement and unfair competition in violation of federal and state laws.

#### 8.05 Use of Certification Marks: Service Marks and Credentials

1. Only individuals who have been granted the certification and appropriately maintained such certification may use NCCAOM's Certification Marks.



2. Use of NCCAOM's Certification Marks may only be made consistent with the scope for which the certification was granted, including all applicable NCCAOM use policies.
3. Diplomates agree to use NCCAOM's Certification Marks only in the manner prescribed herein.
4. The NCCAOM Certification Marks must not be combined with any other trademark to be used as a basis for a new trademark.
5. Diplomates may not adopt any trademarks which are confusingly similar to NCCAOM's Marks.
6. Diplomates must not use NCCAOM's Certification Marks on any website (or elsewhere) that disparages NCCAOM or its services, infringes on NCCAOM's intellectual property or other rights, contains any objectionable content, or violates any state, federal, or foreign law.
7. The right to use NCCAOM's Certification Marks is granted to the Diplomate only and is not transferable or assignable to any other party. Diplomates have no title or interest in NCCAOM's Certification Marks and cannot authorize a third party to use NCCAOM's Certification Marks.
8. NCCAOM has the right to inspect the Diplomate's use of the NCCAOM's Certification Marks, and request samples of use from time to time. Diplomates will remedy any deficiencies in their use of NCCAOM's Certification Marks, upon notice from NCCAOM and at their own expense.
9. Diplomates must not do anything that might harm the reputation or goodwill associated with NCCAOM's Certification Marks.
10. Diplomates take full responsibility for any misuse, unauthorized use or damage caused to any party as a result of their use of NCCAOM's Certification Marks.

#### **8.06 Improper Use of Certification Marks: Service Marks, and Credential**

1. Unauthorized Use
  - A. In the event of unauthorized use of NCCAOM Certification Marks, NCCAOM reserves the right to:
    1. suspend the Diplomate's use of NCCAOM's Certification Marks,
    2. require corrective action, reasonable in its sole opinion, to be undertaken at Diplomate's expense,
    3. require payment of a monetary penalty, reasonable in its sole opinion,



4. in extreme cases, cancel the Diplomate's certification with NCCAOM upon written notice.

## 2. **Improper Use**

- A. Misrepresenting professional credentials or titles as stated in the NCCAOM Grounds for Professional Conduct (Appendix A-CS-17);
  - B. In case of improper use of NCCAOM's Certification Marks, NCCAOM may forthwith suspend or withdraw the certification and the right to use NCCAOM's Certification Marks in accordance with NCCAOM's sanctions procedures that will be provided upon request.
  - C. NCCAOM has the right to investigate and prohibit use of its registered Certification Marks by anyone who is not an active NCCAOM Diplomate and to fully utilize state and federal laws to pursue actions against such individuals.
3. NCCAOM respects the intellectual property rights of others and expects that NCCAOM Diplomates also respect the rights of others. NCCAOM retains the right, at its discretion, to suspend and/or terminate the accounts of Diplomates who infringe or who are accused of infringing on numerous occasions the intellectual property rights of others.
- ## 4. **Appeal Process**
- A. Diplomates may appeal NCCAOM's decision in accordance with the appeal procedure (Appendix A-CS-18) that NCCAOM will provide upon request.

## 8.07 **Appendices**

- A-ES-15    [NCCAOM® Trademark and Certification Marks](#)
- A-CS-17    [NCCAOM® Grounds for Professional Conduct](#)
- A-CS-18    [NCCAOM® Procedures for Upholding Professional Conduct](#)