

NASM Continuing Education Provider Marketing Guidelines



As an NASM Continuing Education Provider, you are required to thoroughly review and abide by all guidelines as outlined in the NASM Style Guide. This includes policies and procedures for usage of the NASM-approved Logo and the National Academy of Sports Medicine name. The NASM Style Guide and NASM-approved Logo files can be found at nasm.org/logoconed. (Select the “Continuing Education Provider” link then login to your account when prompted).”

1. Statement of Agreement

1.1 In applying to become or renew Provider’s status as an NASM Continuing Education Provider, Provider agrees to the terms set out herein. Additionally, Provider agrees that:

- a) It has submitted or will submit with this Agreement a completed and accurate Continuing Education Provider Application and Presenter Biography (copies of which are attached hereto as Exhibit X, and which are hereby incorporated herein by this reference); and
- b) It will abide by NASM’s Continuing Education Provider Policies and Procedures and Code of Ethics, copies of which attached hereto as Exhibit X, and which are hereby incorporated herein by this reference).

Furthermore, Provider agrees that it has submitted or will submit with this Agreement all items listed on NASM’s Live Course Application Checklist if Provider intends to provide the Product(s) to one or more Professionals in person and/or NASM’s Distance Learning Application Checklist if Provider intends to provide the Product(s) to one or more Professionals via the Internet or some other form of distance learning. Copies of NASM’s Live Course Application Checklist and Distance Learning Application Checklist are attached hereto as Exhibit X, respectively, and are hereby incorporated herein by this reference. NASM reserves the right to modify the documents attached hereto as Exhibit X and to require compliance by Provider with such modifications within ninety (90) days of notification of any modifications. Provider acknowledges and agrees that NASM application fees are non-refundable and are charged in consideration of NASM’s review of Provider’s application to become a Provider pursuant to this Agreement and all materials related to such application. NASM reserves the right at its sole discretion, to publicize and promote this Continuing Education Provider relationship in any manner NASM deems appropriate.

1.2 Should Provider be approved to join the NASM, NASM agrees to review workshops, seminars, and like products produced by Provider for CEC approval.

2. Terms

This Agreement shall commence as of the date of final execution of the parties herein and continue through December 31, 2010. Should Provider not be admitted into the NASM, this Agreement will immediately terminate without any further notice to Provider. This Agreement may be renewed for additional one (1) year terms by mutual written agreement of the parties. All rights granted herein shall terminate upon the termination of this Agreement.

3. Grant of License

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During the term hereof, and subject to the terms and conditions of this Agreement NASM grants to Provider a non-exclusive, non-transferable limited license to use the NASM APPROVED PROVIDER mark and logo (the "Mark") in connection with the sale and distribution of only the Product expressly approved for CEC's in writing by NASM. That license is personal to the Provider named in this Agreement. A copy of the Mark is attached hereto as Exhibit G and incorporated by this reference as though fully set forth herein.

The Product may be marketed, distributed and sold by Provider throughout the World. Provider's right to use the Mark is limited to use of the mark NASM APPROVED PROVIDER. Provider may not use the Mark in any other manner, on any other products, or in any other media without the express written permission of NASM.

4. License Limitations

All rights not specifically granted to Provider herein are expressly reserved by NASM. Provider agrees to use the proper trademark notice (®) for each reference to the Mark.

Provider may not: (a) use the NASM® or NATIONAL ACADEMY OF SPORTS MEDICINE® marks; (b) use the Mark with any descriptive qualifier other than "approved Provider"; (c) use the Mark on any promotional materials that promote Provider's other services; or (d) use the Mark in conjunction with any other product or service not approved in writing by NASM.

5. Ownership of Trademark

Provider acknowledges that NASM is the owner of the Mark and all other rights and entitlements related thereto. Other than as expressly set forth herein, Provider has absolutely no right title or interest in or to the Mark. Provider further agrees that it will not alter the Mark in any way, that it will do nothing inconsistent with NASM's ownership of the Mark, and that all goodwill from use of the Mark by Provider shall inure solely to the benefit of NASM.

6. Quality Control/Approval of Product

6.1 Provider hereby acknowledges and agrees that effective January 1, 2009, NASM will no longer approve Product from Providers that offer certification programs that are not NCCA-accredited. For the purposes of this Agreement, NASM and Provider agree that the term "accredited certification" represents an unbiased measure of an individual's knowledge and competence in a given area, while the term "continuing education" merely provides the Professional with an opportunity to increase his/her knowledge and skills. Provider further acknowledges and agrees that establishing a legitimate standard for credentialing while upholding separate rigorous requirements for continuing education is essential to providing the highest level of service to Professionals and enhancing the image of these Professionals

Therefore, NASM and Provider agree that Provider shall not use the term "certification" to describe or denote any non-NCCA accredited courseware and corresponding promotional materials.

Notwithstanding the foregoing, NASM recommends that Providers utilize one of the following course descriptions, rather than the term "certification", for all non-NCCA accredited courseware and

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corresponding promotional materials: “Certificate of Advanced Qualification”, “Specialty Certificate”, “Certificate of Achievement”, or “Certificate of Completion.” NASM and Provider agree that the use of these terms will assist the industry in making this important distinction between education and credentialing.

NASM reserves the right to terminate this Agreement upon fifteen [15] days notice to Provider if NASM determines that Provider or any Affiliate of Provider is offering or during the term of this Agreement has offered “certifications” that are not approved by the NCCA. “Affiliate” means any other individual, company, organization, business (including but not limited to corporations, limited liability companies, partnerships, etc.) that Provider owns controls or has an interest in.

6.2 Provider shall provide the final version of the Product to NASM for content review in order to allow NASM to determine, in its sole judgment if all content is consistent with NASM’s standards. Provider must obtain NASM’s written approval prior to any distribution or sale of Products bearing the Mark and reasonable approval will not be withheld.

After the Product is approved in writing, Provider shall not depart there from without resubmitting the new finished Product for subsequent written approval by NASM. Provider agrees that the nature and quality of the Product shall be of the highest quality, manufactured free from defects and in full compliance with all laws, and with the quality control standards established by NASM. Provider shall operate its business in a manner that reflects favorably at all times on the Mark. At NASM’s request Provider shall provide NASM with copies of the Product or any materials related to the Product including, but not limited to, brochures, line sheets, advertisements, and promotional materials.

If, at any time, NASM determines in its reasonable discretion that a Product bearing the Mark is of poor quality, NASM may give Provider notice to immediately cease production and distribution of said Product until its quality is improved to the reasonable satisfaction of NASM. Upon notice of defect given by NASM, Provider shall promptly cure the defects in the use of the Mark or the goods offered thereunder. In the event that the Provider does not take reasonable steps to cure such defect within thirty (30) days after notification by NASM, NASM shall have the right to terminate this Agreement without further notice to Provider. Provider agrees not to use any other trademark or service mark of a third party in combination with the Mark without prior written approval of NASM. Provider agrees to conduct itself in a manner that reflects favorably at all times on the Mark and NASM. If, at any time, NASM determines in its reasonable discretion that Provider has misused the Mark, violated the NASM Continuing Education Provider Policies and Procedures or NASM Continuing Education Provider Code of Ethics, misled consumers, or misrepresented itself or its products or services in any way, NASM shall have the right to terminate Provider’s NASM Continuing Education Provider Membership and this Agreement without further notice to Provider.