



CCO Trademark Usage Policy

The CCO Logo, any mark incorporating the CCO Logo, the “NCCCO” acronym, the “CCO” acronym, and certain additional trademarks registered or claimed by CCO (collectively, the “CCO Marks”) are the exclusive property of the National Commission for the Certification of Crane Operators, Inc. (“CCO”). CCO considers its trademarks and the goodwill they represent to be among its most valuable assets.

The purpose of this document (the “Policy”) is to ensure that the CCO Marks remain strong and continue to serve as source and quality indicators of CCO’s services while permitting CCO’s stakeholders and others to accurately describe their affiliation with CCO. The CCO Marks may not be used without prior written permission and CCO requires proper acknowledgement and strict compliance with this Policy. Any unauthorized use will be grounds for legal action.

1. General

- (a) This Policy applies to CCO employees, contractors, licensees, program participants, outside suppliers and vendors, and any other person or third party using or seeking to use the CCO Marks, or any of them.
- (b) CCO encourages the authorized use of the CCO Marks so long as the use makes true, fair, and factual statements and abides by applicable law and this Policy. CCO does not charge for the authorized and licensed use of the CCO Marks.
- (c) Each company, organization, individual, or other person authorized to use any one or more of the CCO Marks under the terms of this Policy, or otherwise, shall be deemed to be a licensee (“Licensee”) subject to the terms of this Policy. For each intended use of the CCO Marks that is not expressly approved in this Policy, each proposed Licensee shall be required to submit a CCO Trademark Use Application and Agreement (“Application”) requesting specific approval for the intended use. (The Application is available at ncco.org.) In particular, the proposed Licensee must submit a proposal depicting the intended use, including a copy of any proposed artwork and related text. (Samples of the CCO Marks to create such proposals available at ncco.org.) If the Application is approved, CCO shall provide written approval and digital files of the requested mark to the approved Licensee, to be used only for the intended purpose as approved.
- (d) Except as expressly set forth in this Policy, each Licensee must receive written permission from CCO for each different/updated use that is not expressly approved and authorized hereunder or in response to a particular Application.
- (e) The term of each license granted to use the CCO Marks, or any of them, shall be as stated in this Policy or any approval. Unless stated otherwise, each authorization and license to use the approved CCO Marks, or any of them, shall last for a term of five (5) years beginning with the date of authorization to use the specific CCO Mark(s) approved thereby.
- (f) Any approvals and/or licenses to use the CCO Marks, or any of them or any of their predecessor marks, granted prior to July 1, 2021, shall be revoked as of December 31, 2021, and supplanted by the terms and conditions of this Policy.
- (g) Any approvals and/or licenses to use the CCO Marks, or any of them, granted on or after July 1, 2021, shall be granted subject to the express terms and conditions of this Policy.
- (h) CCO may suspend or revoke any license to use the CCO Marks at any time by written notice, including a suspension or revocation for failure to comply with the terms and conditions of this Policy or any other applicable condition or law.
- (i) The terms of this Policy may be referenced or expressly incorporated into a separate written agreement with CCO.

2. Exclusive Ownership

- (a) By using the CCO Marks, or any of them, Licensee acknowledges that CCO is the exclusive owner of the CCO Marks.

- (b) Licensee agrees not to interfere with CCO's rights to the CCO Marks, or any of them, including but not limited to challenging CCO's use, registration of, or application to register, any CCO Mark.
- (c) Each and every approval and/or authorization to use the CCO Marks, or any of them, under the terms of this Policy is to be deemed a limited, non-transferable, revocable license to use the expressly authorized mark(s) for the approved purpose and manner; and expressly subject to all of the limitations and restrictions set forth in this Policy. It is expressly agreed and understood that any such license does not transfer any right, title, or interest in the CCO Marks, or any of them.

3. Non-Permissible Uses of the CCO Marks

- (a) The CCO Marks may not be used:
 - 1. As the name of or in combination with the name of Licensee's company or trade name, for products or services, as a domain name, social media profile, app launch tile image, or as part of Licensee's marks or logos (except referentially to describe its purpose or to refer to CCO or its products or services);
 - 2. In a manner that could confuse a reasonable viewer as to the source of a product or service, including but not limited to, imitating the CCO Marks, trade dress or other elements of CCO's website in advertising, product packaging or promotional materials, or using the CCO Marks to falsely imply that CCO endorses or sponsors a non-CCO product or service;
 - 3. In an attempt to register or maintain a trademark or domain name that contains or is a derivative of the CCO Marks;
 - 4. In material or in a manner that disparages or defames CCO, its products or services, its employees or affiliates, or other persons or entities;
 - 5. In material or in a manner that otherwise damages the reputation of CCO or the goodwill in the CCO Marks;
 - 6. In false or misleading advertising or promotions;
 - 7. For purely decorative purposes; or
 - 8. In material or in a manner that CCO finds offensive or objectionable.

4. CCO Marks—Quality Control Specifications

- (a) CCO shall retain all rights in control over the quality of the use of the CCO Marks.
- (b) Only logos provided by CCO can be used in connection with any goods, products, and services incorporating the CCO Marks, or any of them, and those logos may not be modified without prior written approval. Any use of the CCO Marks must strictly adhere to all quality specifications and strictly comply with the provisions of this Policy.
- (c) As a condition of any license hereunder, Licensee agrees to cooperate with any and all efforts periodically to monitor the quality of the use of the CCO Marks, including providing CCO with samples, pictures, or depictions of Licensee's use of the CCO Marks within a reasonable time of any request therefor.
- (d) Material displaying the CCO Marks must attribute ownership of the trademark to CCO, such as including proper registration notation and/or required verbiage attributing ownership.
- (e) CCO Marks must include the proper trademark/registration notation (™ for common law trademarks or marks pending registration, ® for registered trademarks). In text, only the first instance of the CCO Mark needs annotation. After the first instance, dropping the ™ or ® is permitted. For logos, however, Licensee must include the ™ or ® in each instance.
- (f) Licensee must treat the CCO Marks, or any of them, as a single piece of art, not as a conglomeration or collection of text and/or images.
- (g) CCO Marks must be produced in the highest quality available, in compliance with the provisions of this Policy.
- (h) Resized logos must retain their original proportions and must never be so small that the letters and shape of the logos or trademark/registration notations are unrecognizable.
- (i) Any use of the CCO Marks may not be more prominent than Licensee's logo or Licensee's company logo and may not be larger or more pronounced than Licensee's logo or Licensee's company logo.
- (j) CCO Marks must be used in the precise colors provided. Licensee may not alter the coloring of any CCO Marks.

- (k) When using the CCO Marks, or any of them, on a website or another internet-enabled medium, at least one reference to CCO must include a link to www.nccco.org.
- (l) Derivative works—the modifying of marks/logos (other than resizing)—are not permitted.

5. Use of the CCO Logo



- (a) The use of the CCO corporate logo, a registered mark (the “CCO Logo”, above), in its various forms, is not permitted without CCO’s express written approval or express written acceptance of a detailed and specific use thereof.
- (b) If given specific approval to use the CCO Logo, unless expressly exempted in writing, Licensee shall place the following wording in a prominent, or notable, position proximate to each use of the CCO Logo:
“The CCO logo is a registered trademark owned by CCO.”
- (c) Licensee must strictly adhere to the image specification guidelines in Section 4 of this Policy.

6. Use of the “NCCCO” or “CCO” Acronyms

- (a) The use of the “NCCCO” or “CCO” acronyms (the “Acronyms”), which are registered marks, is not permitted without CCO’s express written approval or express written acceptance of a detailed and specific use thereof.
- (b) However, Licensees may use the Acronyms referentially to refer to CCO or its products or services.
- (c) As set forth in Section 3 of this Policy, the Acronyms may not be used in any circumstances that would lead an individual to believe that there is an association with, or endorsement by, CCO that does not exist.
 - 1. Example 1:
 - i. *Incorrect:* NCCCO Instructor.
 - ii. *Correct:* “Instructor offering preparatory training for NCCCO certification exams,” or “Instructor for CCO certification prep courses,” or “CCO prep course instructor.”
 - 2. Example 2:
 - i. *Incorrect:* CCO Training Course.
 - ii. *Correct:* “Preparatory training course for CCO certification exams,” or “Prep course for CCO certification exams,” or “CCO rigger certification prep course.”

7. Use of the Training Provider Recognition (TPR) Logo



- (a) The use of the CCO Training Provider Recognition Logo (above, the “TPR Logo”) is not permitted without CCO’s approval hereunder, or CCO’s written acceptance of a detailed and specific use, pursuant to the terms of this Policy.
- (b) A training provider (“TP”) who has submitted a signed application and agreement to become a listed training provider on the CCO website (the “TP Agreement”), agreeing to be bound by this Policy, may use the TPR Logo subject to the terms of this Policy, for a term of one (1) year beginning with the date of approval of the TP Agreement.
- (c) Non-listed training providers may not use the TPR Logo. Non-listed training providers who wish to use the TPR Logo may apply to become a listed training provider at <https://www.nccco.org/nccco/resources/training-resources/training-policy>.
- (d) A training provider approved to be listed on the website is not required to use the TPR Logo. However, if the training provider elects to use the TPR Logo hereunder, in order to avoid confusion of the CCO Marks with any other program not in compliance with, nor under the control of, CCO, if a “for hire” company offering services (such as training) to third parties on a commercial basis, as a condition, the training provider shall not offer training for other national personnel certification bodies that provide certifications directly competing with certifications issued by CCO. This shall not preclude a company from conducting training or issuing its own independent certificates of completion of training.
- (e) In each case, the TPR Logo must be used as displayed above and may not remove any of the relevant language.
- (f) Licensee training providers must adhere to the image specification guidelines in Section 4 of this Policy.
- (g) Upon approval of each TP Agreement, and subject to CCO’s discretion and/or rescission of licensed rights for any specific use(s), as well as the foregoing conditions, CCO generally approves the following uses of the TPR Logo by that listed training provider, without additional written approval, for uses directly related to the listed training provider’s services:

1. *Business Cards*

The TPR Logo may be displayed on a training provider employee’s business card if: (i) the training provider’s logo is also shown and is emphasized in a way that clearly identifies the entity employing the individual; (ii) the TPR Logo is not used in a manner which would convey an association with, or endorsement by, CCO that does not exist; (iii) the TPR Logo is never given more prominence than the training provider’s logo; and (iv) the business card is used by the employee in direct connection with the training provider’s business.

2. *Stationary/Letterhead*

The TPR Logo may be displayed on a training provider's stationary/letterhead if: (i) the training provider's logo is also shown and is emphasized in a way that clearly identifies the entity using the stationary/ letterhead; (ii) the TPR Logo is not used in a manner which would convey an association with, or endorsement by, CCO that does not exist; and (iii) the TPR Logo is never given more prominence than the training provider's logo.

3. *Email Signatures*

The TPR Logo may be displayed on a training provider employee's email signature if: (i) the training provider's logo is also shown and is emphasized in a way that clearly identifies the entity employing the individual; (ii) the TPR Logo is not used in a manner which would convey an association with, or endorsement by, CCO that does not exist; (iii) the TPR Logo is never given more prominence than the training provider's logo; and (iv) the email signature is used by the employee in direct connection with the training provider's business.

4. *Company Social Media Profiles*

The TPR Logo may be displayed on a training provider's social media profile (such as Facebook, LinkedIn, etc.) if: (i) the TPR is not the profile icon or picture; (ii) the training provider's logo is also shown and is emphasized in a way that clearly identifies the entity using the profile; (iii) the TPR Logo is never given more prominence than the training provider's logo; (iv) the TPR Logo is not used in a manner which would convey an association with, or endorsement by, CCO that does not exist; (v) the profile is used in direct connection with the training provider's business; and (vi) at least one instance of the TPR Logo includes a link to www.nccco.org.

5. *Website*

The TPR Logo may be displayed on a training provider's website if: (i) the training provider's logo is also shown and is emphasized in a way that clearly identifies the entity using the website; (ii) the TPR Logo is never given more prominence than the training provider's logo; (iii) the TPR Logo is not used in the top banner of the webpage; (iv) the TPR Logo is not used in a manner which would convey an association with, or endorsement by, CCO that does not exist; (v) the website is used in direct connection with the training provider's business; and (vi) at least one instance of the TPR Logo includes a link to www.nccco.org.

- (g) Each approved and listed training provider's license to use the TPR Logo in connection with the foregoing generally approved uses, or any of them, shall expire upon the expiration of the training provider's TP Agreement with CCO, or when the training provider is no longer listed as a training provider on the CCO website, for any reason, whichever occurs first.
- (h) Approval of any uses of the TPR Logo outside of the generally approved uses listed above, or use of any other CCO Mark by a training provider, is subject to CCO's discretion and approval of a written proposal using the Application referenced in Section 1.

8. Use of the Employer Recognition Program (ERP) Logo



- (a) The use of the CCO Employer Recognition Program Logo (above, the “ERP Logo”), incorporating the CCO Logo, a registered mark, is not permitted without CCO’s approval hereunder, or CCO’s written acceptance of a detailed and specific use, pursuant to the terms of this Policy.
- (b) An employer who has submitted a signed application and agreement (the “ERP Agreement”) to participate in the Committed to Crane Safety Employer Recognition Program (“ERP”), and agreeing to be bound by this Policy, may use the ERP Logo subject to the terms of program participation and this Policy, for a term of one (1) year beginning with the date of approval of the ERP Agreement.
- (c) Employers not enrolled in the Employer Recognition Program may not use the ERP Logo. Unenrolled employers who wish to use the ERP Logo can obtain information about enrolling in the ERP program at <https://www.nccco.org/nccco/resources/employer-recognition-program/program-information>.
- (d) In each case, the ERP Logo must be used as displayed above and may not remove any of the relevant language.
- (e) Licensee employers must adhere to the image specification guidelines in Section 4 of this Policy.
- (f) Upon approval of each ERP Agreement, and subject to CCO’s discretion and/or rescission of licensed rights for any specific use(s), as well as the foregoing conditions, CCO generally approves the following uses of the ERP Logo by that *approved* employer (the “Company”), without additional written approval, for uses directly related to the approved Company’s products and services:

1. *Business Cards*

The ERP Logo may be displayed on a Company employee’s business card if: (i) the Company’s logo is also shown and is emphasized in a way that clearly identifies the entity employing the individual; (ii) the ERP Logo is not used in a manner which would convey an association with, or endorsement by, CCO that does not exist; (iii) the ERP Logo is never given more prominence than the Company’s logo; and (iv) the business card is used by the employee in direct connection with the Company’s business.

2. *Stationary/Letterhead*

The ERP Logo may be displayed on a Company’s stationary/letterhead if: (i) the Company’s logo is also shown and is emphasized in a way that clearly identifies the entity using the stationary/letterhead; (ii) the ERP Logo is not used in a manner which would convey an association with, or endorsement by, CCO that does not exist; and (iii) the ERP Logo is never given more prominence than the Company’s logo.

3. *Email Signatures*

The ERP Logo may be displayed on a Company employee’s email signature if: (i) the Company’s logo is also shown and is emphasized in a way that clearly identifies the entity employing the individual; (ii) the ERP Logo is not used in a manner which would convey an association with, or endorsement by, CCO that does not exist; (iii) the ERP Logo is never given more prominence than the Company’s logo; and (iv) the email signature is used by the employee in direct connection with the Company’s business.

4. *Company Social Media Profiles*

The ERP Logo may be displayed on a Company's social media profile (such as Facebook, LinkedIn, etc.) if: (i) the ERP Logo is not the profile icon or picture; (ii) the Company's logo is also shown and is emphasized in a way that clearly identifies the entity that owns the profile; (iii) the ERP Logo is never given more prominence than the Company's logo; (iv) the ERP Logo is not used in a manner which would convey an association with, or endorsement by, CCO that does not exist; (v) the profile is used in direct connection with the Company's business; and (vi) at least one instance of the ERP Logo includes a link to www.nccco.org.

5. Professional Website

The ERP Logo may be displayed on a Company's website if: (i) the Company's logo is also shown and is emphasized in a way that clearly identifies the entity using the website; (ii) the ERP Logo is never given more prominence than the Company's logo; (iii) the ERP Logo is not used in the top banner of the webpage; (iv) the ERP Logo is not used in a manner which would convey an association with, or endorsement by, CCO that does not exist; (v) the website is used in direct connection with the Company's business; and (vi) at least one instance of the ERP Logo includes a link to www.nccco.org.

- (f) Each approved Company's license to use the ERP Logo in connection with the foregoing generally approved uses, or any of them, shall expire upon the expiration of the Company's ERP Agreement with CCO, or when the Company is no longer a participant in the Employer Recognition Program, for any reason, whichever occurs first.
- (g) Approval of any uses of the ERP Logo outside of the generally approved uses listed above, or use of any other CCO Mark by a Company, is subject to CCO's discretion and approval of a written proposal using the Application referenced in Section 1.

9. Use of the CCO-Accredited Practical Examiner (PE) Logo

[Reserved]

10. Use of the CCO-Certified Certificant Logo

[Reserved]

11. Use of CCO-Certified "Star" Certificant Logos



- (a) The use of the CCO-Certified Star Certificant Logos (above, the "CCO Star Logos"), incorporating the CCO Logo, a registered mark, is not permitted without CCO's express approval hereunder, or CCO's written acceptance of a detailed and specific use, pursuant to the terms of this Policy.
- (b) A CCO-certified certificant who has signed a written agreement with CCO agreeing to be bound by this Policy, and who wishes to indicate his or her continued recertification through CCO, may utilize the CCO Star Logos as used in branded merchandise purchased directly from CCO, subject to the terms of certification and this Policy. Merchandise includes, but is not limited to, decals, lapel pins, apparel, hats, iron-on patches, or any other items available for sale through CCO.

- (c) The CCO Star Logos must be used as displayed above and may not remove any of the relevant language.
- (d) CCO-certified certificants must request CCO Star Logos merchandise from CCO. Upon approval, the CCO Star Logo(s) provided will depend on the certificant Licensee's certification and recertification status through CCO's programs.
- (e) The CCO Star Logos may only be used as received from CCO. Certificant Licensee may not digitally use the CCO Star Logos or otherwise use the CCO Star Logos to create his or her own decals or merchandise.
- (f) CCO Star Logos merchandise received from CCO must only be used by the certificant Licensee who received it, and for personal uses. These uses include placing decals on personal equipment or on the bumpers of personal vehicles.
- (g) CCO Star Logos decals cannot be reproduced, digitally scanned, resold, transferred, resized, altered, or otherwise used outside of the manner described above.
- (h) Certificant Licensee's must adhere to the image specification guidelines in Section 4 of this Policy.
- (i) CCO-certified certificants approved to use the CCO Star Logos merchandise may only continue to use the CCO Star Logos merchandise purchased through CCO while certified through, and in good standing with, CCO. Loss of CCO certification, through revocation or expiration, or by any other means, shall expressly revoke any license to use the CCO Star Logos merchandise.
- (j) Approval of any uses of the CCO Star Logos, or any of them, outside of the approved uses listed above, or use of any other CCO Mark by a CCO-certified certificant, is subject to CCO's discretion and approval of a written proposal using the Application referenced in Section 1.

12. Trademark Misuse or Abuse

- (a) In the event that any marks, logos, icons, or images are deemed by CCO to be confusingly similar to the CCO Marks, or if CCO determines that any use of the CCO Marks violates this Policy, Licensee agrees to cooperate with any CCO investigation in connection therewith and to provide all relevant information relating to the misuse, including but not limited to where the misuse occurred. Licensee also agrees to notify CCO's legal team at legal.department@nccco.org in the event of discovery of a use that violates or reasonably appears to violate the terms and conditions of this Policy.
- (b) CCO reserves the right to review any generally or specifically approved use of the CCO Marks, in its discretion, and may object to any use that it deems to be a violation of this Policy, even if that use is not expressly prohibited by this Policy. If CCO objects to a use, Licensee must promptly cease using the CCO Marks, or any of them, in such manner.

13. Amendments

- (a) CCO MAY MODIFY ITS TRADEMARKS, INCLUDING ANY OF THE CCO MARKS, AND CCO MAY MODIFY THE TERMS AND CONDITIONS OF THIS POLICY, AT ANY TIME AND IN ITS SOLE DISCRETION.
- (b) PLEASE REFER TO THIS POLICY REGULARLY TO ENSURE COMPLIANCE.

14. Disclaimers

- (a) This Policy is not intended to be a definitive or complete statement of general and proper trademark usage.
- (b) This Policy is not intended to serve as legal advice.

15. Legal

- (a) Any legal proceeding arising out of or in any way relating to this Policy shall be commenced in the Commonwealth of Virginia.
- (b) The parties hereto irrevocably submit to, and waive any objections to, such exclusive jurisdiction and venue.