

Memorandum of Understanding

**Between
The National Certification Commission for Acupuncture and Oriental Medicine®
And
The American Society of Acupuncturists**

This Memorandum of Understanding (MOU) is entered into between the National Certification Commission for Acupuncture and Oriental Medicine (NCCAOM®) and the American Society of Acupuncturists (ASA). This MOU describes the good faith intentions and expectations of NCCAOM and ASA on which both plan to rely; the MOU is not a binding legal contract.

1. NCCAOM is a national organization that promulgates standards and criteria for the practice of acupuncture and Oriental medicine and administers examinations to candidates for NCCAOM Diplomate certification status. NCCAOM plans to offer additional and expanded membership services to NCCAOM Diplomates. NCCAOM does not plan to charge membership dues to Diplomate Members. NCCAOM will not offer memberships beyond its Diplomates. If the NCCAOM creates a separate membership arm of the organization with a different name, then the ASA will agree to make the revisions to the MOU accordingly.
2. ASA is nascent, national professional society, the members of which are acupuncture and Oriental medicine practitioners including, but not limited to, NCCAOM Diplomates. ASA has relationships with state organizations of acupuncture and Oriental medicine practitioners. ASA does plan to charge membership dues for its services. ASA will not develop certification or credentialing programs.
3. NCCAOM and ASA will each independently offer programs, activities, events, communications and publications to their respective members.
4. NCCAOM and ASA may work together on the development of joint programs, activities, events, communications and publications of mutual interest. Such mutual endeavors will be subject to separate written understandings between NCCAOM and ASA.
5. ASA may engage in lobbying and/or political activities at the state or federal levels.
6. Neither NCCAOM nor ASA will provide any on-going administrative, legal or financial support to the other.

7. Representatives of the leadership of NCCAOM and ASA will meet periodically, either in person or virtually, when and where mutually convenient, and no less frequently than annually, to review the terms of the MOU and to update it as needed.
8. The MOU is effective as of the date of the last signatory and is for a term of one year.
9. Any changes to the MOU require at least 30 days' written notice to the other party, as well as the other party's written approval.
10. Either NCCAOM or ASA may terminate the MOU upon at least 30 days' written notice to the other party.

Accepted and approved:

National Certification Commission for Acupuncture and Oriental Medicine (NCCAOM®)

By: Kory Ward-Cook, PhD., CAE
Title: Chief Executive Officer
Signature: *Kory Ward-Cook*
Date March 10, 2016

American Society of Acupuncturists (ASA)

By: David W Miller MD, LAc
Title: Chair - ASA
Signature: *D Miller*
Date 3/10/16