



## AFFILIATE AGREEMENT

### HISTORY

In 1987, the Educational Kinesiology Foundation (hereafter EKF) was founded and became the holders of the registered trademark "BRAIN GYM" (U.S. Trademark Registration Number 2,003,128) for the purpose of overseeing the quality and consistency of the expression of the Brain Gym® work. EKF is thereby authorized to issue contracts to other organizations wishing to represent EKF in overseeing "the Works".

### PURPOSE

In fulfilling EKF responsibilities the purpose of this Agreement is to license Affiliate organizations to use the Brain Gym® trademark and image, after completing the requisite steps as outlined by the EKF, and receiving the approval of EKF's Board of Directors. "Approved Affiliate" is defined as an organization whose membership consists of individuals which may include but is not limited to licensed instructors desiring to further the aims and objectives of EKF and the Brain Gym® program within their region.

### AGREEMENT

This is a nonexclusive agreement between EKF, a California non-profit corporation, having an address of 315 Meigs Road, #A338, Santa Barbara, California 93109 (hereinafter referred to as "EKF") and the Affiliate Organization, doing business as, \_\_\_\_\_, and having an address of, \_\_\_\_\_ . The affiliate region under this agreement is defined as \_\_\_\_\_. This sublicense/agreement describes the rights and responsibilities involved in becoming an approved Affiliate Organization (hereinafter referred to as "Organization") and is effective as of \_\_\_\_\_, 20\_\_\_\_ (hereinafter referred to as the "Effective Date").

1. Offer. The EKF and the Organization recognize the benefit to the global Brain Gym® community and to the Organization's local community in granting affiliate status. The EKF and the Organization further recognize and anticipate the potential for the affiliate Organization to realize financial benefit by this affiliation. In signing this agreement, EKF offers the Organization the opportunity to become

an approved Affiliate of the EKF. By accepting this offer, the Organization is granted:

- 1a. Nonexclusive rights to the trademarked term BRAIN GYM for use in the title of its organization as well as any of its publications
- 1b. Ongoing support from EKF
- 1c. Listing on the EKF website, including a link to the Affiliate's website
2. Acceptance. In exchange for this official status the Organization agrees to:
  - 2a. Accept and abide by the responsibilities outlined in EXHIBIT A (page 7).
  - 2b. Pay 25% of total collections to EKF, regardless of how the course royalties are collected (e.g. gross course income, course certificates, or other).
  - 2c. Comply with all applicable laws and regulations established by the region in which the Organization is doing business.
  - 2d. Adhere to the core curriculum as outlined in EXHIBIT B (page 8), and submit any proposed changes to licensure or re-licensure requirements to the International Faculty group, through an International Faculty member(s).
  - 2e. Work cooperatively with International Faculty to oversee the quality of "the Works" and facilitate the signing of instructor sublicenses/agreements.
  - 2f. Operate in a co-creative and cooperative manner with any other approved affiliate(s) in the same country or region. If a conflict arises, the Organization agrees to work with the other Organization to resolve the matter using tools such as Edu-K Balancing or other available resources. Should the conflict persist, the Organization agrees to use the official conflict resolution procedure recognized by EKF at the time of the conflict.
  - 2g. Assign or transfer all Brain Gym trademarks (if applicable) to EKF. If a person or organization other than EKF holds the Brain Gym trademark in the affiliate's, then it must be assigned or transferred to EKF before this agreement is executed.
3. Annual Licensing Fees. All Brain Gym® Instructors/Consultants in the Affiliate's regional area will choose from the following in order to pay annual licensing fees:
  - The Affiliate
  - Another approved Affiliate in the region, or
  - The EKF based in Santa Barbara, California, USA.

Options for affiliate instructors wishing to be listed separately on EKF's website:

- Pay \$25/year to be listed on the instructor page only
  - Pay US annual fee to be listed on instructor page, receive communication from EKF, and post courses and workshops
4. Teaching Internationally. The Organization understands that all licensed Brain Gym® Instructors may teach courses for which they've completed the requirements, including signing a sublicense/agreement or other appropriate contract. According to their Instructor Sublicense/Agreement, they also have the ability to teach internationally.
  5. Quality Control. The Affiliate agrees to protect the trademark, and take action as is appropriate regarding potential violations. EKF is available for support whenever there is a question regarding such violations.
  6. Right to Assign Sublicense/Agreement. The International Faculty has the right and responsibility to execute Instructor Sublicense/Agreements as assigned by the EKF's Board of Directors. The Organization will support International Faculty in:
    - Monitoring the instructors/consultants for quality control
    - Exercising other rights and obligations stated in EKF's Procedures Guide and Approved Affiliate Responsibilities.
    - Assisting the International Faculty with the administration of the Instructor Sublicense/Agreement.
  7. Indemnification. The Organization agrees to indemnify and hold harmless EKF and its respective employees, officers, directors, agents and representatives from and against any and all liabilities, claims, suits, causes of action or legal proceedings of any sort arising out of, resulting from or relating to this Agreement.
  8. Term. This agreement shall be effective as of the Effective Date, once all parties have signed the current Affiliate Agreement. It automatically renews annually. The Organization understands that EKF has the right to revise this agreement. Should that occur, the Organization will have 90 days written notice to sign and return the new agreement.
  9. Termination. If the Organization fails to perform its obligations under this Agreement including any breaches of the current version of the Code of Ethics (EXHIBIT C, page 9) or EKF Approved Affiliate Responsibilities, EKF may terminate this Agreement upon approval of the its Board of Directors, upon thirty (30) days written notice from the EKF to the Organization. Upon such termination, the Organization will cease using the Brain Gym® trademark or "the Works", and the Organization shall not make any representations that it has authority to act in relationship to or on behalf of EKF.

10. Waiver and Modification. Modifications to any provision in this Agreement must be stated in writing and signed by both parties in order to be held valid and binding. If any provision of this Agreement is modified, the remaining provisions shall continue in full force and effect. Per paragraph 8, EKF reserves the right to change and issue a new Affiliate Agreement.
11. Attorney's Fees. In the unlikely event that litigation or arbitration between the parties arises out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and expenses.
12. Governing Law. Local disputes, mediation, arbitration or litigation shall be governed and interpreted by the laws of the specified Organization. When EKF is a party of a legal matter, the laws of the State of California, USA, have jurisdiction.
13. Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions shall continue in full force and effect.
14. Governmental Approvals. The Organization is responsible for obtaining and maintaining all licenses, permits and approvals, which are required by local governmental authorities as it relates to this Agreement.
15. Notices. All notices shall be considered delivered when sent by personal service or when received by EKF at the following addresses:

**To Affiliate:**

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**To Foundation:**

Educational Kinesiology Foundation  
315 Meigs Road, #A338  
Santa Barbara, California 93109

# EDUCATIONAL KINESIOLOGY FOUNDATION

## AFFILIATE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated and the date of the last party to sign shall be filled in on the first page of this Agreement as the effective date hereof.

Approved Affiliate Organization

\_\_\_\_\_  
\_\_\_\_\_

(Official Mailing Address)

\_\_\_\_\_  
(Email Address)

By \_\_\_\_\_  
(Signature, Affiliate Representative)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

Educational Kinesiology Foundation

315 Meigs Road, #A338

Santa Barbara, CA 93109 USA

info@braingym.org

By \_\_\_\_\_  
(Signature, Foundation Representative)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

## EXHIBIT A

Responsibilities of Affiliate organizations include:

1. Complying with local laws and regulations
2. Creating and maintaining required legal records
3. Forming and agreeing to maintain a local Board of Directors or local equivalent
4. Establishing and maintaining a regional database of students' and licensed instructors' records
5. Collecting royalties from instructors as mandated in the 101 Sublicense/ Agreement
6. Calculating and paying appropriate fees to EKF
7. Determining satisfactory completion of core curriculum EXHIBIT B (page 8)
8. Protecting Brain Gym® trademark and image, including but not limited to:
  - a. Stating on all Brain Gym® materials that Brain Gym® is a registered trademark of Educational Kinesiology Foundation, Santa Barbara, CA, [www.braingym.org](http://www.braingym.org).
  - b. Noting the trademarked term as BRAIN GYM in all caps Making sure that any material using the BRAIN GYM trademark is reviewed for quality, content, alignment with EKF's mission statement, and consistency of image and key terminology.
9. Disseminating accurate information about EKF's policies and procedures to its members
10. Marketing
11. Cooperating with local coexisting affiliates (if any), as well as individually licensed Brain Gym® instructors
12. Gathering and disseminating research, as applicable
13. Translating EKF publications, as applicable
14. Creating and implementing a course evaluation system, which will be disseminated to the instructors.
15. Educating instructors of their responsibility to delineate Brain Gym® courses, which are on the approved curriculum from those that are not.
16. Reviewing new Courses (if applicable):
  - a. Concept submissions for new Brain Gym® courses must be reviewed and approved per the process developed by EKF. The local Affiliate agrees to cooperate with EKF when new courses are submitted, and understands that no new courses can be taught without prior written approval. At its discretion, EKF may designate an individual or team to act on its behalf in

course review matters.

- b. All Brain Gym® related courses for which credit will be given towards licensure and that are intended for use outside the Affiliate's officially licensed region must be submitted to EKF Trademark Review Team (TRT) for approval.

17. Allowing all courses approved by EKF to be used as electives towards licensure.

18. Using only the approved materials for any given Brain Gym® course.

19. Reviewing new Products (if applicable): Concept submissions for new Brain Gym® products and publications must be reviewed and approved per the process developed by EKF. The local Affiliate agrees to cooperate with EKF when new products and publications are submitted, and understands that no new products or publications can be sold without prior written approval. At its discretion, EKF may designate an individual or team to act on its behalf in product or publication review matters.

20. Making distinctions between official Brain Gym® course materials and any other works being utilized by members of the Affiliate in teaching a particular course. All uses of official Brain Gym® Course Materials shall be in conformance with the guidelines, standards and criteria set forth in the *Edu-K Styleguide*.

## EXHIBIT B

\*Note: The current core curriculum consists of the following:

- Brain Gym® 101
- Brain Gym® 101 Review
- Optimal Brain Organization (OBO)
- Educational Kinesiology In Depth: Seven Dimensions of Intelligence
- Brain Gym® Teacher Practicum
- 14 Hours of Anatomy & Physiology or Kinesiology
- 16 Hours of Edu-K electives
- Four BG101 case studies, including one self-balance
- Three Edu-K In Depth case studies

All proposed changes must be submitted by the Approved Affiliate's International Faculty representative to the International Faculty Chair for approval by the International Faculty.



## EXHIBIT C

### Instructor Code of Ethics

All Brain Gym® Instructors and members of the Educational Kinesiology International Faculty agree to abide by the following tenets:

- To follow an educational model that honors the inborn intelligence of each individual and draws out learning through natural movement experiences
- To communicate with students and peers in a respectful manner
- To honor confidentiality, the only exception to this being issues of child abuse, potential suicide, or the revelation that someone poses a threat to another (in many states these must by law be reported to appropriate authorities)
- To orient to the process rather than to end results, focusing on students' gifts and potential and using difficulties as a springboard to educate and empower
- To foster constructive interactions by using a noticing model (see the Practicum manual, pages 12, 14, and 15) and avoiding any suggestion of blame
- To abstain from labeling, treating, prescribing, or diagnosing
- To respect the client's or student's personal responsibility and choices
- To honor integrity in any interaction involving touch by maintaining appropriate professional boundaries, never violating trust through inappropriate intimacy
- To honor equally the rights of all and maintain an appropriate neutrality regarding gender, creed, ethnicity, politics, education, or religion
- To honor the thoughts and feelings that we see, sense, or hear spoken, as well as honoring information determined through muscle checking, recognizing that muscle checking provides information for the decision-making process yet does not preempt thinking and sensing
- To be financially honest and fair in all areas of business
- To acknowledge and celebrate any mental, emotional, or physical improvements as the student's or client's own