



Educational Kinesiology Foundation  
315 Meigs Rd, #A338  
Santa Barbara, CA 93109  
[www.breakthroughsinternational.org](http://www.breakthroughsinternational.org)  
[info@breakthroughsinternational.org](mailto:info@breakthroughsinternational.org)

## Brain Gym<sup>®</sup> Movement Facilitator Contract

This Contract made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is between the Educational Kinesiology Foundation, dba Breakthroughs International / Brain Gym<sup>®</sup> International, a California nonprofit public benefit corporation, having an address of 315 Meigs Road, #A338, Santa Barbara, California 93109 (hereafter referred to as “BTi”), and \_\_\_\_\_, to be known as Licensed BRAIN GYM<sup>®</sup> Movement Facilitator, (hereafter referred to as “Facilitator”). This license is issued by BTi or its [Approved Brain Gym Affiliate](#) (hereafter referred to as “Affiliate”), as posted on the Breakthroughs International website; and covers the use of trademark and copyright protected Brain Gym<sup>®</sup> materials.

### WITNESSETH

WHEREAS, included in the Brain Gym<sup>®</sup> program are copyrighted works, trademarks, curriculum, and methodology known as BG104 BRAIN GYM<sup>®</sup> 26 MOVEMENTS course, which has been embodied and published in the BRAIN GYM TEACHER’S EDITION or other approved materials (hereafter referred to as “BRAIN GYM Materials”);

WHEREAS, BTi owns the BRAIN GYM trademark.

WHEREAS, BTi and its Affiliates have the responsibility to oversee the quality, image, and consistency of Brain Gym<sup>®</sup> materials; and



WHEREAS, the Facilitator has satisfactorily completed all requirements for being licensed as a BRAIN GYM<sup>®</sup> Movement Facilitator and now wishes to teach the 26 Brain Gym<sup>®</sup> Movements and the Brain Gym 104 course using approved BRAIN GYM<sup>®</sup> Materials.

NOW, THEREFORE, the parties agree to the following:

1. Grant. BTi hereby grants to Facilitator a non-exclusive, non-transferable right and license to use the BRAIN GYM<sup>®</sup> Materials for 1) teaching the BRAIN GYM<sup>®</sup> 104 Course, 2) conducting Brain Gym<sup>®</sup> introductory presentations (6 hours maximum), 3) using the approved Brain Gym<sup>®</sup> Movement Facilitator Logo when available, and 4) using the Brain Gym<sup>®</sup> trademark in advertising.
  
1. Title. During the term of this Contract and subject to the terms and conditions herein, Facilitator may use the title of Licensed BRAIN GYM<sup>®</sup> Movement Facilitator.
  
2. Quality Criteria. In carrying out the contract granted herein, Facilitator agrees to follow the guidelines and quality standards set forth in Item 4 of this Contract.
  
3. Course Content. Facilitator agrees to use the current BRAIN GYM<sup>®</sup> 104 materials as the syllabus for the BRAIN GYM<sup>®</sup> 104 Course and agrees to use only approved materials for any presentations the Facilitator is permitted to provide. BTi may change the content of the BRAIN GYM<sup>®</sup> 104 Course, BRAIN GYM<sup>®</sup> Movement Facilitator Curriculum, or the BRAIN GYM<sup>®</sup> Materials. Such changes will be communicated to Facilitator through publications by BTi or its Affiliate, and a special required “Update” may be required at the discretion of BTi / Affiliate.
  
4. 10% Royalty Fees. Facilitator agrees to register all BRAIN GYM<sup>®</sup> 104 students with BTi or its Affiliate within 15 days of course completion. The enrollment process includes submitting a course roster via the currently approved method (contact BTi or Affiliate). In addition, a royalty of ten percent (10%) is due from the gross revenue less the cost of the manual for each student.



5. Student Enrollment. Facilitator shall have all students enrolled in the BRAIN GYM<sup>®</sup> 104 course sign an Enrollment Agreement (Exhibit A), to respect BTi's trademark and copyright-protected materials.
6. Curriculum. Facilitator agrees to explain to students where to locate the current Brain Gym<sup>®</sup> licensure processes and curriculum on BTi's or its Affiliate's website.
7. Trademark Use. Facilitator shall use the ® trademark symbol whenever BRAIN GYM<sup>®</sup> is displayed in the promotion of Facilitator's courses. All students will be instructed that BRAIN GYM<sup>®</sup> is a registered trademark. The following is an example of an appropriate notice: "BRAIN GYM<sup>®</sup> is a registered trademark of the Educational Kinesiology Foundation dba Breakthroughs International, 315 Meigs Road, #A338, Santa Barbara, California, USA, [www.braingym.org](http://www.braingym.org)."
8. Copyright Use. Facilitator agrees to sell only BRAIN GYM<sup>®</sup> Materials approved by BTi or its Affiliate. In teaching or advertising the BRAIN GYM<sup>®</sup> Materials, Facilitator agrees to clearly delineate between approved BRAIN GYM<sup>®</sup> Materials and any supplementary materials used by the Facilitator.
9. Independent Contractor. Facilitator is an independent contractor and is not an employee or otherwise under the control of BTi or any of its Affiliates. Facilitator shall have no power or authority to incur or create any liability or obligation for, or in the name of, BTi or its Affiliate. This Contract does not create a partnership, joint venture, or agency relationship.
10. Indemnification. Facilitator agrees to indemnify and hold harmless BTi 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 Contract.



11. Term. This Contract is effective upon both parties signing and shall continue for a term that expires on the fourth anniversary of the licensure date (as noted in paragraph 1, page 1), unless terminated for reasons outlined in paragraph 14 below. Renewal will occur for successive four-year periods provided all current re-licensure requirements have been completed: 24 credits from the Brain Gym® Curriculum and a newly signed Facilitator contract is on file with BTi or an Affiliate. Licensure and re-licensure require an annual licensing fee to be paid to BTi or its Affiliates. The annual fee is subject to change each year and is in exchange for the privilege of using the phrase “Licensed Brain Gym® Movement Facilitator”. A lapsed license may be reinstated according to the requirements as set forth by BTi or its Affiliate. Contact BTi or Affiliate for current requirements.

12. Emeritus Status. If Emeritus status is applicable as defined by BTi, re-licensure credits are waived and re-licensure fees are still required to be paid to BTi or its Affiliates.

13. Termination.

- a. The Contract may be terminated at any time upon the mutual written consent of the parties.
- b. BTi or its Affiliate may terminate this Contract, with forty-five (45) days written notice to Facilitator, if Facilitator fails to fulfill responsibilities as outlined in this contract.
- c. In the event that Facilitator modifies and/or alters the description and/or re-names any of the movements or activities described in the BRAIN GYM® Materials, and thereafter utilizes such modified or renamed movements in Facilitator’s own materials, publications, and/or courses, BTi may terminate this Contract effective upon written notice to Facilitator.
- d. Upon termination of this Contract, Facilitator agrees to discontinue representing him/herself as a BRAIN GYM® Movement Facilitator.
- e. Responsibilities and Standards of Professionalism

Facilitator agrees to:

- 1) Use current course materials when teaching BG104.



- 2) Clearly distinguish and delineate between his/her verbal and written work done under this Contract and work emanating from other workshops or endeavors in which Facilitator is involved. For example, the BRAIN GYM<sup>®</sup> Course should not be used to promote nutritional products.
  - 3) Post BG104 courses through BTi's and/or its Affiliate's publications.
  - 4) Provide or make available the 26 Brain Gym<sup>®</sup> Case Study log (Exhibit B) to .
  - 5) Submit to BTi or its Affiliate an accurate roster for all BG104 courses taught, which will be used for the purposes of welcoming, supporting, and tracking student coursework in the licensure process.
  - 6) Abide by
    - (a) the BTi Code of Ethics & Conduct (Exhibit C).
    - (b) all current BTi policies and procedures as provided by BTi.
  - 7) Complete the required training to teach online.
  - 8) Comply with the Brain Gym styles and standards as posted in the current *Brain Gym<sup>®</sup> StyleGuide*, *BG Messaging Toolkit*, and *BG Brand Guide* as available.
  - 9) Facilitator understands that customer satisfaction is paramount to the success of the program, and therefore agrees to clearly publicize a refund policy.
14. Certification and Pledge. Upon signing this Contract, Facilitator represents and confirms that he/she has satisfactorily completed all of the requirements for licensure, and pledges to uphold the quality, principles, and philosophy of the Brain Gym<sup>®</sup> program as described within this Contract and Exhibits. In view of this pledge, Facilitator receives all rights to use BRAIN GYM<sup>®</sup> materials as set forth in this contract and exhibits.



## Signatures

### Facilitator

Name: *(Please print)* \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### FOUNDATION REPRESENTATIVE(S)

BTi or Affiliate Representative

Name: *(Please print)* \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





## COURSE ENROLLMENT AGREEMENT

As a student of this course, I understand and agree that:

- I am participating in this Brain Gym® course for my personal and professional development only.
- In order to teach this, any other Brain Gym® course, or conduct private Brain Gym® sessions for a fee, I must complete the required curriculum and hold a valid license with the Educational Kinesiology Foundation, dba Breakthroughs International (BTi).
- The information in the Brain Gym® course is trademark and copyright protected.
- Student contact information will be shared with BTi or its locally approved affiliate (according to applicable privacy laws) for the purposes of:
  - Tracking students in the licensure process.
  - Including students on BTi or its approved affiliate's e-lists -- my data will not be shared with any outside entity.
- The instructor may record parts of this course and share them privately **with permission** from course participants to further support the learning process.
- I am prohibited from:
  - Distributing or publishing any recordings of this course that the instructor shares.
  - Recording any part of this class.
- There is a Foundation review process for courses and products arising from the Brain Gym® work, and that I can contact [info@breakthroughsinternational.org](mailto:info@breakthroughsinternational.org) for further information.

\_\_\_\_\_  
Student signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Student name printed

Address: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_





## BRAIN GYM® 104 CASE STUDY LOG

Use this Case Study Log of 26 Movements to record the case studies, and bring it to BG110: Brain Gym® 26 Movement Facilitator Training course.

The Brain Gym® 26 movements are physical skills. Therefore, building muscle memory by practicing them builds fluency and mastery. Gaining knowledge about them and sensing them in the body enhances the ability to teach them. These case studies develop proficiency with the 26 movements for candidates wishing to become a Licensed Brain Gym® Movement Facilitator.

When facilitating each case study, the goals are to:

- Develop thorough and clear record keeping skills facilitating professionalism and continuity in their practice.
- Build proficiency and confidence in guiding others through the movements.

### Case Study Instructions

1. Facilitate each of the 26 Brain Gym movements.
2. Use up to 5 movements per individual, and vary the age range of the clients.
3. Complete the following process for each movement:
  - a. Facilitate noticing activities with the client, including the specific activity listed under the first bullet for each movement in the Brain Gym® Teacher's Edition (2010)
  - b. Teach the client how to do the movement following the description in the Brain Gym® Teacher's Edition (2010)
  - c. Repeat the noticing activities in section "a".
  - d. Allow the client to share any feedback about their experience in the "Client's Comments" section.
  - e. Have the person sign and date the form next to the movement completed.
  - f. Complete the "Candidate's Reflections" section regarding what you learned about facilitating that movement. What might you add, change or do the same?

### Terminology

Candidate: person wishing to become a Licensed Movement Facilitator.

Client: the individual the candidate is facilitating.



# CASE STUDY CHECKOFF

CASE STUDIES  
Brain Gym® 104

CANDIDATE'S NAME \_\_\_\_\_ DATE \_\_\_\_\_

BG101 INSTRUCTOR \_\_\_\_\_ DATE \_\_\_\_\_

BG104 FACILITATOR \_\_\_\_\_ DATE \_\_\_\_\_

Case Studies are a communication tool for the Brain Gym 110 instructor and Brain Gym 104 Candidate Instructor. They provide a platform for practicing the 26 Activities, reflecting, and receiving feedback.

- Conduct up to 5 case studies per client.
- Practice with a variety of age groups.
- During Pandemic, may utilize online technology (e.g. Zoom, Google Hangouts, Facetime, Skype, etc) to complete case studies.

BRAIN GYM® MOVEMENT	BGTE PAGE #	CASE STUDY DATE	NAME /AGE OF CLIENT
THE CROSS CRAWL	30		
LAZY 8S	32		
THE DOUBLE DOODLE	34		
ALPHABET 8S	36		
THE ELEPHANT	38		
NECK ROLLS	40		
THE ROCKER	42		
BELLY BREATHING	44		
CROSS CRAWL SIT-UPS	46		
THE ENERGIZER	48		
THINK OF AN X	50		
SIPPING WATER	54		
BRAIN BUTTONS	56		
EARTH BUTTONS	58		
BALANCE BUTTONS	60		
SPACE BUTTONS	62		
THE ENERGY YAWN	64		
THE THINKING CAP	66		
HOOK-UPS	68		
THE POSITIVE POINTS	70		
THE OWL	74		
THE ARM ACTIVATION	76		
THE FOOTFLEX	78		
THE GRAVITY GLIDER	80		
THE CALF PUMP	82		
THE GROUNDER	84		

# CASE STUDY LOG

## The Cross Crawl

DATE \_\_\_\_\_

CLIENT NAME		SIGNATURE	
PRE-ACTIVITY		POST-ACTIVITY	
CLIENT'S COMMENTS		CANDIDATE'S REFLECTION	

## Lazy 8s

DATE \_\_\_\_\_

CLIENT NAME		SIGNATURE	
PRE-ACTIVITY		POST-ACTIVITY	
CLIENT'S COMMENTS		CANDIDATE'S REFLECTION	

## The Double Doodle

DATE \_\_\_\_\_

CLIENT NAME		SIGNATURE	
PRE-ACTIVITY		POST-ACTIVITY	
CLIENT'S COMMENTS		CANDIDATE'S REFLECTION	

## Alphabet 8s

DATE \_\_\_\_\_

CLIENT NAME		SIGNATURE	
PRE-ACTIVITY		POST-ACTIVITY	
CLIENT'S COMMENTS		CANDIDATE'S REFLECTION	

# CASE STUDY LOG

## The Elephant

DATE \_\_\_\_\_

CLIENT NAME		SIGNATURE	
PRE-ACTIVITY		POST-ACTIVITY	
CLIENT'S COMMENTS		CANDIDATE'S REFLECTION	

## Neck Rolls

DATE \_\_\_\_\_

CLIENT NAME		SIGNATURE	
PRE-ACTIVITY		POST-ACTIVITY	
CLIENT'S COMMENTS		CANDIDATE'S REFLECTION	

## The Rocker

DATE \_\_\_\_\_

CLIENT NAME		SIGNATURE	
PRE-ACTIVITY		POST-ACTIVITY	
CLIENT'S COMMENTS		CANDIDATE'S REFLECTION	

## Belly Breathing

DATE \_\_\_\_\_

CLIENT NAME		SIGNATURE	
PRE-ACTIVITY		POST-ACTIVITY	
CLIENT'S COMMENTS		CANDIDATE'S REFLECTION	

# CASE STUDY LOG

## Cross Crawl Sit-ups

DATE \_\_\_\_\_

CLIENT NAME		SIGNATURE	
PRE-ACTIVITY		POST-ACTIVITY	
CLIENT'S COMMENTS		CANDIDATE'S REFLECTION	

## The Energizer

DATE \_\_\_\_\_

CLIENT NAME		SIGNATURE	
PRE-ACTIVITY		POST-ACTIVITY	
CLIENT'S COMMENTS		CANDIDATE'S REFLECTION	

## Think of an X

DATE \_\_\_\_\_

CLIENT NAME		SIGNATURE	
PRE-ACTIVITY		POST-ACTIVITY	
CLIENT'S COMMENTS		CANDIDATE'S REFLECTION	

## Sipping Water

DATE \_\_\_\_\_

CLIENT NAME		SIGNATURE	
PRE-ACTIVITY		POST-ACTIVITY	
CLIENT'S COMMENTS		CANDIDATE'S REFLECTION	

# CASE STUDY LOG

## Brain Buttons

DATE \_\_\_\_\_

CLIENT NAME		SIGNATURE	
PRE-ACTIVITY		POST-ACTIVITY	
CLIENT'S COMMENTS		CANDIDATE'S REFLECTION	

## Earth Buttons

DATE \_\_\_\_\_

CLIENT NAME		SIGNATURE	
PRE-ACTIVITY		POST-ACTIVITY	
CLIENT'S COMMENTS		CANDIDATE'S REFLECTION	

## Balance Buttons

DATE \_\_\_\_\_

CLIENT NAME		SIGNATURE	
PRE-ACTIVITY		POST-ACTIVITY	
CLIENT'S COMMENTS		CANDIDATE'S REFLECTION	

## Space Buttons

DATE \_\_\_\_\_

CLIENT NAME		SIGNATURE	
PRE-ACTIVITY		POST-ACTIVITY	
CLIENT'S COMMENTS		CANDIDATE'S REFLECTION	

# CASE STUDY LOG

## The Energy Yawn

DATE \_\_\_\_\_

CLIENT NAME		SIGNATURE	
PRE-ACTIVITY		POST-ACTIVITY	
CLIENT'S COMMENTS		CANDIDATE'S REFLECTION	

## The Thinking Cap

DATE \_\_\_\_\_

CLIENT NAME		SIGNATURE	
PRE-ACTIVITY		POST-ACTIVITY	
CLIENT'S COMMENTS		CANDIDATE'S REFLECTION	

## Hook-ups

DATE \_\_\_\_\_

CLIENT NAME		SIGNATURE	
PRE-ACTIVITY		POST-ACTIVITY	
CLIENT'S COMMENTS		CANDIDATE'S REFLECTION	

## The Positive Points

DATE \_\_\_\_\_

CLIENT NAME		SIGNATURE	
PRE-ACTIVITY		POST-ACTIVITY	
CLIENT'S COMMENTS		CANDIDATE'S REFLECTION	

# CASE STUDY LOG

## The Owl

DATE \_\_\_\_\_

CLIENT NAME		SIGNATURE	
PRE-ACTIVITY		POST-ACTIVITY	
CLIENT'S COMMENTS		CANDIDATE'S REFLECTION	

## Arm Activation

DATE \_\_\_\_\_

CLIENT NAME		SIGNATURE	
PRE-ACTIVITY		POST-ACTIVITY	
CLIENT'S COMMENTS		CANDIDATE'S REFLECTION	

## The Footflex

DATE \_\_\_\_\_

CLIENT NAME		SIGNATURE	
PRE-ACTIVITY		POST-ACTIVITY	
CLIENT'S COMMENTS		CANDIDATE'S REFLECTION	

## The Gravity Glider

DATE \_\_\_\_\_

CLIENT NAME		SIGNATURE	
PRE-ACTIVITY		POST-ACTIVITY	
CLIENT'S COMMENTS		CANDIDATE'S REFLECTION	

# CASE STUDY LOG

CASE STUDIES  
Brain Gym® 104

## The Calf Pump

DATE \_\_\_\_\_

CLIENT NAME		SIGNATURE	
PRE-ACTIVITY		POST-ACTIVITY	
CLIENT'S COMMENTS		CANDIDATE'S REFLECTION	

## The Grounder

DATE \_\_\_\_\_

CLIENT NAME		SIGNATURE	
PRE-ACTIVITY		POST-ACTIVITY	
CLIENT'S COMMENTS		CANDIDATE'S REFLECTION	



## Code of Ethics & Conduct

Breakthroughs International (BTi) believes that growth and learning is best accomplished in an emotionally, mentally, and physically safe environment. BTi's *Code of Ethics & Conduct* outlines the expectations, for participants and members, necessary to ensure such safety at all times. This includes anyone attending a BTi activity as well as all personnel, board members, volunteers, affiliate organizations, and those who hold a valid license/certificate in any of BTi's programs.

<b>Ethics - Guiding Principles</b>	<b>Conduct - Corresponding Expectations</b>
Be inclusive	<p>Understand that BTi's programs and activities are open to all, and foster equal opportunities.</p> <p>Discrimination based on race, color, religion, sex, sexual orientation, gender identity, national origin, politics, level of education, health, physical or mental disability is strictly prohibited in any form(s).</p>
Treat everyone with dignity and respect	<p>Speak with a level tone, use kind language, listen attentively, affirm one another, be courteous and kind, show gratitude, maintain 2 feet of physical distance unless both parties agree to be closer.</p> <p>Refrain from yelling, bullying, name calling, using abusive language, making threats of verbal or physical violence, invading others' personal space, or endangering the wellbeing of others.</p>
Adhere to the self-responsibility model	<p>Take responsibility for your ideas and actions, apologize when you hurt others, empower others to be accountable for their own growth and goals.</p> <p>Refrain from disempowering others by resolving their challenges/issues for them.</p>

<p>Hold others' mental, physical, and emotional experiences in high regard, and first, do no harm</p>	<p>Recognize the boundaries of each unique body and modify activities and processes to avoid causing pain or injury — cues may be vocal, visual, or auditory; permit each student to be their own leader in terms of physical and mental comfort.</p> <p>Refrain from forcing anyone to do a movement or process that causes discomfort or that they are uncomfortable participating in for any reason.</p>
<p>Follow the educational model</p>	<p>Orient to the process rather than the end result. Let the person's innate intelligence guide the process, assume their system has what is needed to create the desired change, use inquiry based questions to assist them, listen to and implement their choices, focus on their gifts, approach challenges or perceived disabilities as unique opportunities to educate and empower. Recognize that muscle checking provides information for the decision-making process yet doesn't preempt thinking or sensing.</p> <p>Refrain from labeling, treating, fixing, prescribing, diagnosing, or imposing your personal judgement/belief of what is happening onto the client/student (e.g. "clearing heavy bad energy").</p>
<p>Maintain professional boundaries</p>	<p>Always get permission to touch, and maintain confidentiality by keeping sensitive information private.</p> <p>Do not violate trust through inappropriate intimacy or touch, nor disclose information about another without their written permission (with the exception of issues related to abuse, potential suicide, threat to another, or situations where the law mandates reporting).</p>
<p>Anchor improvements</p>	<p>Empower students and clients to notice their own gains, draw attention to those you see, acknowledge them as a reflection of the student's or client's own work, and encourage celebrating each one.</p>



<p>Implement balance and compassionate communication in all interactions</p>	<p>Acknowledge thoughts and feelings that we see / sense / hear spoken, initiate communication using inquiry-based language to draw out important data points, challenge and question ideas not people, note challenges while looking for solutions, use appropriate channels of communication.</p> <p>When concerns or conflicts arise: hold others innocent, emotionally discharge and/or balance prior to approaching the other party, communicate directly with the other party, refrain from blaming or public shaming, and remember that two parties who dislike/disagree with each other can still be respectful towards one another.</p>
<p>Use appropriate channels of communication</p>	<p>Email <a href="mailto:info@breakthroughsinternational.org">info@breakthroughsinternational.org</a> to determine the best channel or refer to the <i>Issues &amp; Contact Information</i> document posted in Google Classrooms.</p>
<p>Comply with all applicable laws</p>	<p>All local, state, regional, and country regulations supersede BTi policies.</p>
<p>Abide by all BTi policies</p>	<p>Be aware of existing policies and read those applicable to you or your circumstances. A full list of BTi policies can be found in the Google Classrooms or by emailing <a href="mailto:info@breakthroughsinternational.org">info@breakthroughsinternational.org</a>.</p>
<p>Protect BTi's property</p>	<p>Treat BTi's property with respect and care, including trademarks, copyrights, intellectual property and other property (material, intangible, and digital).</p>
<p>Be ethical and responsible in business dealings</p>	<p>Set clear expectations and put them in writing, keep accurate financial records, create win-win agreements, post important policies (refund, privacy, etc.), accurately represent BTi program curriculum/procedures/policies, and refrain from using your position to exert undue influence or control.</p>

**Compliance**

We reserve the right to take action with those who fail to adhere to our *Code of Ethics & Conduct* in any situation involving BTi programs or members. Such action is guided by our Compliance Policy or the Board of Directors, and may include meetings designed to provide support, co-creating solutions, or disciplinary action.

