

KRI LEVEL ONE TEACHER TRAINING AGREEMENT US & CANADA

PLEASE MAKE A COPY OF THIS CONTRACT FOR YOUR RECORDS.

This Kundalini Research Institute Teacher Training Agreement (“Agreement”) is made and entered into this _____ day of _____, 20____ by and between Kundalini Research Institute, a California non-profit educational corporation (“KRI”) and the Undersigned (“Licensee”).

RECITALS

A. KRI is a California non-profit educational corporation with its principal place of business located at 29 State Highway 106, Espanola, NM 87532. KRI has developed an instructional program in, and guidelines for, a certified Kundalini Yoga Teacher Training program in Kundalini Yoga as taught by Yogi Bhajan, entitled “The Aquarian Teacher: KRI Level One International Kundalini Yoga Teacher Training Certification Program in Kundalini Yoga as taught by Yogi Bhajan” (hereafter referred to as the “KRI Level One Program” or the “Program”); and

B. Licensee desires to set up and manage a KRI Level One Program; and

C. KRI desires to grant a non-exclusive license to Licensee and Licensee desires to obtain a non-exclusive license for Licensee to operate a KRI Level One Program under the terms and conditions hereinafter set forth. Now therefore:

AGREEMENTS

The following agreements are hereby acknowledged and the parties agree as follows:

NON-EXCLUSIVE LICENSE: TERMS & CONDITIONS

1. **Term:** KRI grants and Licensee accepts this license to operate one KRI Level One Program. The term of this Agreement and the license granted shall be valid from the start date of, _____/_____/_____ to the last classroom day of, _____/_____/_____.
(MM/DD/20YY) (MM/DD/20YY)

Dates: _____/_____/_____ to _____/_____/_____.
(MM/DD/20YY) (MM/DD/20YY)

_____/_____/_____ to _____/_____/_____.
(MM/DD/20YY) (MM/DD/20YY)

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(MM/DD/20YY) (MM/DD/20YY)

Initials Date

_____/_____/_____ to _____/_____/_____.
(MM/DD/20YY) (MM/DD/20YY)

_____/_____/_____ to _____/_____/_____.
(MM/DD/20YY) (MM/DD/20YY)

_____/_____/_____ to _____/_____/_____.
(MM/DD/20YY) (MM/DD/20YY)

2. **Non-exclusive License:** The Licensee is granted a non-exclusive license to operate a KRI Level One Program. Licensee understands and agrees that KRI has the right to authorize and license other Licensees to teach KRI Level One Programs in the same location during the term of this Agreement.

3. **Location:** Licensee may operate a KRI Level One Program in the following location:

City: _____ State: _____ Country: _____

Licensee Name: _____

Yoga Center: _____

Administrator Name: _____

4. **Program Price:** Licensee will charge the following fees for the Program.

a) a full registration fee of \$ _____

b) a pre-registration fee of \$ _____

c) a discount fee of \$ _____

5. **Licensing Fee:** Licensee agrees to pay 10% of the registration fee that each participant pays as a licensing fee to KRI. There are no deductions allowed. Licensee shall submit the KRI Payment Form, and shall make payment in full to KRI within two (2) months of the beginning date of the program. A KRI Payment Form must be submitted with each payment. Payment may be made by check in US dollars, by bank wire or through PayPal. *(Payment via credit card is available through PayPal. You do not need an account with PayPal to use this service.)*

6. **IKYTA Membership Requirements:** Licensee agrees to pay IKYTA a Membership fee for each person participating in the Program. The IKYTA Membership fee is non-refundable and must be paid by Licensee within two (2) months of the start date of the Program, which is the same time as the Licensing fee. The IKYTA Membership fee is \$78 per person. The IKYTA Membership Fee shall be made payable to IKYTA.

7. **Submission of Participant Contact List:** Using the excel spreadsheet format provided by KRI, Licensee agrees to submit a contact list of all participants including: legal name, spiritual name, address, phone and fax numbers, email address, and date of birth, at the same time that the KRI Licensing fee is paid. *If KRI does not receive this list in a timely fashion, students will not receive IKYTA membership in a timely fashion.* This list MUST be updated and resubmitted to KRI one (1) month before graduation. Certificates are created from this spreadsheet so the names must be correct and accurate in order for the certificates to be properly printed. There will be a \$25 reprint fee per certificate if the error was due to an inaccuracy on the spreadsheet submitted.
8. **Promotional Material:** Licensee may not publish any information about the KRI Level One program without following the provided Promotional Guidelines or without KRI review. KRI has the sole and exclusive right to control promotional material and advertising concerning the KRI Level One Program. Licensee agrees to obtain KRI approval for the entire proposed teaching team and Program before publicizing the Program. Licensee's failure to wait for approval from KRI shall be considered a breach of the Agreement.
9. **Curriculum:** Licensee agrees to operate the program following the outline provided by KRI of the Level One curriculum, and providing a two hundred and twenty hour program (220), with a minimum of one hundred eighty (180) hours of classroom instruction. Licensee agrees to schedule the KRI Level One Program over a minimum time period of twenty-two (22) weeks and a maximum time period of fifty-two (52) weeks. Details about schedule options are in the Policy and Procedures Manual. Prior to publishing any advertisement or brochure for the KRI Level One program, Licensee agrees to submit for KRI approval a schedule of all class days and times showing how the two hundred and twenty (220) hour requirement shall be met. Licensee is responsible for telling participants that they must attend all classes. If a participant misses class time the Teacher Training Team should decide how and if the participant can make up the missed class time.
10. **Curriculum Materials:** Licensee agrees to use only curriculum materials provided by or approved by KRI. The materials required shall be *The Aquarian Teacher Level One Textbook* and *The Master's Touch* book. The materials must be purchased from KRI and the order needs to be received a minimum of 20 working days prior to the beginning of the Program. Licensee agrees to include the requirement of reading two chapters from *The Master's Touch* book by Yogi Bhanjan, Ph.D., and to incorporate class discussion and meditation from these chapters in the KRI Level One program. Licensee agrees to recommend that participants read the entire book. Licensee agrees to show two Yogi Bhanjan videos during the program, preferably Master's Touch videos or videos in the series *Foundations: An Experience with Yogi Bhanjan*.
11. **Ownership of Rights to Materials:** Licensee acknowledges that KRI holds the rights to all materials KRI provides for use in the KRI Level One Program. Licensee may not duplicate or copy any of these materials without the prior written permission of KRI.

12. **Maximum Hours for One Trainer:** Licensee agrees that the maximum any one teacher trainer can teach is 80% of the total classroom hours.
13. **Approval of Non-KRI Instructor for Anatomy Section:** Licensee understands that licensed health care practitioners are pre-approved to teach the Anatomy section. Their name should appear on the *Proposed KRI Teacher Training Team* form.
14. **Kundalini Yoga Class Attendance:** Licensee agrees to require all participants to attend twenty (20) Kundalini Yoga classes, taught by certified KRI Instructors or Teachers, during the program or after, as part of the requirement for KRI Level One Certification. This fee is not included in the cost of the program.
15. **White Tantric Yoga Attendance:** Licensee agrees to require all participants to attend one (1) day of White Tantric Yoga as part of the requirement for KRI Level One Certification.
16. **Confidential Evaluations Submission Format:** Enough copies must be provided to each student for each Teacher Trainer.
 - a) A pre-printed list with each Student's name needs to be provided for each Teacher Trainer.
 - b) Students need to sign their name on the pre-printed list verifying that they have been offered the opportunity to fill out a Confidential Evaluation for the Teacher Trainer as the Confidential Evaluation is not mandatory.
 - c) After Students have completed a Confidential Evaluation for an individual Teacher Trainer, a designated Student needs to collect the Confidential Evaluations and place them in a large size envelope provided by the program.
 - d) Envelope must be returned sealed, with the name of the Teacher Trainer on the outside and the pre-printed list with each student's signature enclosed. (Make sure there is one sealed envelope of Confidential Evaluations for each Teacher Trainer and Guest Lecturer).
 - e) At the end of the program, Confidential Evaluation envelopes for Teacher Trainers must be submitted to KRI.
 - f) A translated copy of the Confidential Evaluation form must be included with this Agreement.

The Confidential Evaluation Forms will be reviewed by KRI and held in strictest confidence. Licensee will receive a written summary of feedback from KRI, after receipt and review of all Teacher Trainer Confidential Evaluations. It is the responsibility of the Licensee to relay all feedback to the KRI Teacher Trainers in their team. Licensee must submit a letter to KRI, outlining improvement or corrective measures that will be implemented to improve the quality of the program and/or the performance of each trainer, where indicated according to the feedback report.

17. **KRI Level One Certification Requirements:** Licensee is required to have all participants in the KRI Level One program sign the Student Certification Requirements Verification form at the start of the program; at the end of the program the KRI Team should complete the checklist verifying the participant completed all requirements.

Licensee is responsible for keeping supporting documents such as the student's graded exam, yoga course curricula, White Tantric Yoga receipt on file, along with a copy of each participant's Certificate for at least three (3) years after the end date of the program.

18. **KRI International Teaching Exam and Certificates:** KRI will provide KRI Teacher Training teams with the Exams, guidelines for grading(75% or above is passing), and acceptable Exam answers. Licensee agrees to administer the Exam for the KRI Level One program in accordance with the Exam policy outlined below:

Each KRI Teacher Training Team will choose one of the following Exam options:

- a) An open book essay Take Home Exam provided by KRI.
 - i. For KRI Level One Teams that choose to offer the Take Home Exam, the Exam must be given out 2 weeks prior to the end of the program, and typewritten answers of no more than 30 pages are due back on the last day of the program.
 - ii. The Team should anticipate that some participants might not submit the Take Home Exam on time and schedule a three hour period for the Final Exam.
 - iii. If participants have not submitted the Take Home Exam by the scheduled date of the Final Exam, they **MUST** take the Final Exam in class. All graded Exams must be submitted at one time.
- b) A Final Exam provided by KRI, to be administered at the end of the program as a 3-hour closed book Exam.
- c) KRI Teacher Training teams may also create additional tests of their own design (these may be oral, written, open or closed book.)

Each Exam must be clearly marked (75% or above is passing) and signed by the KRI Teacher Trainer who graded the Exam. *Only* KRI Teacher Trainers may grade the KRI Exams, this may not be delegated to any other person. Licensee agrees to maintain confidentiality of the exam grades and to provide a copy of the graded exam to the student.

Licensee is responsible for faxing or emailing KRI a list of those who passed all criteria for certification no later than six (6) weeks after the end of the KRI Level One program. Participants must complete all requirements **no later than one year from the end of the program in order to certify.**

KRI Level 1 Instructor Certificates may be awarded to those participants who pass the Exam, successfully complete all KRI Level 1 requirements, are recommended for certification by Licensee's Teacher Training team, in the Teacher Training team's sole discretion, and are approved by KRI in KRI's sole discretion.

19. **Conditions for Obtaining & Maintaining License:** Licensee agrees that it will follow all terms and conditions set forth in this Agreement. Failure to follow these terms and conditions shall be considered a breach of this Agreement and may result in termination of this Agreement by KRI.

20. **Indemnification:** Licensee agrees to indemnify, and hold harmless KRI; YB Teachings, LLC; Harbhajan Singh Khalsa Yogiji, a.k.a. Yogi Bhajan; 3HO Foundation and any of its affiliate and/or subordinate corporations, Sikh Dharma and any of its affiliate and/or subordinate corporations, Humanology and Health Science Incorporated and any of its affiliate and/or subordinate corporations, and any of their officers, directors, employees, agents, or volunteer staff from and against all claims, actions, demands, proceedings, liabilities, cost and expenses, including reasonable attorney's fees, which may be asserted against or incurred by KRI, arising out of or connected with any claim by a third party based upon Licensee's activities in any way related to the Licensee's providing instruction in Kundalini Yoga, related subjects or the Program.
21. **Termination:** Licensee agrees that this Agreement may be terminated by KRI should KRI determine, in its sole discretion, that one or more of the following has occurred:
- a) Licensee has breached the terms and conditions of this License Agreement, Schedule A or The Aquarian Teacher Policy and Procedure Manual; or
 - b) Licensee has given KRI good cause to terminate; or
 - c) Licensee, or anyone acting on its behalf, has acted in a manner not befitting a Teacher Trainer or Instructor of Kundalini Yoga. The standards by which the Licensee agrees to act are set forth in the *Code of Ethics of Kundalini Yoga Teachers*.
22. **Appeal of Termination:** The Licensee may appeal the termination of this Agreement in writing, submitted to KRI within thirty (30) days of the date of the Letter of Termination. If KRI does not reconsider its decision and reinstate this Agreement within thirty (30) days of receipt of Licensee's appeal, the decision by KRI to terminate this Agreement shall become final.
23. **Independent Contractors:** The parties hereto are independent contractors, and shall not be considered partners, joint ventures or persons with a fiduciary relationship to each other. Each party shall have the free and unrestricted right to engage in and receive the full benefits of any and all other business ventures or ventures of any sort whatsoever without consulting the other party or inviting or allowing it or them to participate therein. The doctrines of "corporate opportunity" or "business opportunity" or any other legal doctrine (sometimes applied to partners, joint ventures or fiduciaries so as to prevent such persons from engaging in or enjoying the benefits of competing ventures or ventures within the general scope of the venture or fiduciary relationship), shall not be applied in this case or any such venture or ventures of the parties hereto.
24. **Liability Insurance:** Licensee agrees to maintain liability insurance in the amount of \$1,000,000 to cover the Program, where the program is being conducted. Licensee shall send a copy of its liability insurance policy to KRI with this Agreement. Licensee agrees to maintain said coverage during the period of this Agreement.
25. **Arbitration:** Any dispute arising under, out of, in connection with, in relation with, or in relation to this Agreement, or the making or validity thereof, its interpretation, or any breach thereof, shall be determined and settled by arbitration in Santa Fe County, State of

New Mexico. Unless the parties agree in writing otherwise, for each arbitration of disputes hereunder there shall be a panel consisting of three (3) arbitrators, one (1) of whom shall be selected by KRI, one (1) of whom shall be selected by Licensee, and one (1) of whom shall be selected by the two (2) arbitrators selected by KRI and Licensee. The decision of two (2) of the three (3) arbitrators constituting the panel shall be the arbitration award. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of the forum, whether state or federal, having jurisdiction. The prevailing party shall be entitled to his cost and reasonable attorneys' fees in connection with such arbitration and the enforcement thereof.

26. **Execution of Documents:** The parties agree to execute all documents contemplated expressly by this agreement.
27. **Notices:** Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when personally delivered to the parties or seventy-two (72) hours after deposit of the notice in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties at such addresses. Either party may change its address set forth below by written notice delivered in accordance herewith
28. **Severability:** If any provision of this Agreement, or the application of such provisions to any person or circumstances, shall be held invalid, the remainder of this agreement, or the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.
29. **Modification:** Any modification of this agreement must be made in writing and must be executed by the parties.
30. **No Waiver:** No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant.
31. **Numbers and Genders:** Whenever used herein, unless the context otherwise provides, the singular number shall include the plural, the plural shall include the singular, and the use of gender shall include all genders.
32. **Captions:** The titles given for each number section of this Agreement shall not be deemed to limit in any way any of the provisions of this Agreement.
33. **Governing Law:** This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the state of New Mexico.
34. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and any other prior agreements between the parties, written or oral, are merged herein.
35. **Binding Effect:** This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, successors and permitted assigns.

36. **Failure to Comply:** Failure to comply with any of the above terms nullifies this Agreement. At the discretion of KRI, failure to comply with terms may result in non-recognition of the KRI Level One programs begun during the year.

IN WITNESS WHEREOF, the parties have executed this Kundalini Research Institute Teacher Training Agreement as of the date first written above:

LICENSEE:
Program Location: (City/State)

KUNDALINI RESEARCH INSTITUTE

Signature: _____

By: _____

Nirvair Singh Khalsa, President

Print Name: _____

Yoga Center: _____

Address: _____

City: _____ State: _____

Postal Code: _____

ADMINISTRATOR:

Administrator's Name:

Phone: _____

Fax: _____

E-mail: _____

Website: _____

*Please initial all pages, complete all fields, sign this page with your legal name, and copy this contract for your own records before sending the original agreement to KRI by mail, along with all other required documentation to: **Contract Manger, KRI Teacher Training, P.O. Box 1819, Santa Cruz, NM 87567.** Faxed or scanned contracts are legal and acceptable as long as the signature of the licensee is affixed.*

Initials Date

Proposed KRI Level One Teacher Training Team

All Teacher trainers on the team must be currently licensed with KRI.

IMPORTANT: Maximum Hours for any One Trainer is 80% of the total classroom hours.

Location _____ Dates of Program _____

Name of Licensee (Lead Teacher Trainer) _____

City/State/Country: _____

Home Phone: _____ Email: _____

Name of KRI Teacher Trainer _____ City _____

Intern/Associate KRI Professional TT Specialist Anatomy/Phys

City/State/Country: _____

Home Phone: _____ Email: _____

Name of KRI Teacher Trainer _____ City _____

Intern/Associate KRI Professional TT Specialist Anatomy/Phys

City/State/Country: _____

Home Phone: _____ Email: _____

Name of KRI Teacher Trainer _____ City _____

Intern/Associate KRI Professional TT Specialist Anatomy/Phys

City/State/Country: _____

Home Phone: _____ Email: _____

Name of KRI Teacher Trainer _____ City _____

Intern/Associate KRI Professional TT Specialist Anatomy/Phys

City/State/Country: _____

Home Phone: _____ Email: _____

KRI Teacher Training, PO Box 1819, Santa Cruz, NM 87567 USA

Initials Date

KRI Level One Payment Form
US & CANADA

Level One Program Dates: ____/____/____ to ____/____/____

City _____ State _____ Country _____

Licensee _____

Administrator _____ Yoga Center _____

Calculating KRI Licensing Fee:

of students _____ x pre-registration price of \$ _____ x 10% = \$ _____

of students _____ x full registration price of \$ _____ x 10% = \$ _____

of students _____ x discount price of \$ _____ x 10% = \$ _____

TOTAL KRI Licensing Fee: \$ _____

IKYTA Membership Dues

of students _____ x \$78 = \$ _____

TOTAL IKYTA Membership Fee: \$ _____

Payment for the KRI Licensing Fee is payable to: **KRI**

Payment for the IKYTA Associate Membership Fee is payable to: **3HO IKYTA**

The Student Contact List is also due at this time.

Send both of your payments by mail to: KRI Contract Manager
PO Box 1819
Santa Cruz, NM 87567 USA

If paying by credit card, use the KRI credit card form. Contact Tejk@kriteachings.org or call 505-629-4089.

Initials Date