



BRAIN GYM® INSTRUCTOR/CONSULTANT SUBLICENSE AGREEMENT

This Agreement made this _____ day of _____, 20 ____, between the Educational Kinesiology Foundation, DBA BRAIN GYM® International, a California nonprofit public benefit corporation, having an address of 1575 Spinnaker Drive, Suite 204B, Ventura, California 93001 (hereafter referred to as “Foundation”), and _____, to be known as Licensed BRAIN GYM ® Instructor/Consultant, (hereafter referred to as “Sublicensee”). This sublicense is issued by the Foundation and covers the use of trademark and copyright protected materials based on the work of Paul Dennison and Gail Dennison.

WITNESSETH

WHEREAS, Paul and Gail Dennison (the Dennisons) have made significant innovations in relation to enhancing whole-brain learning through an educational body of work including a system of specifically named and organized physical movements and activities referenced as Educational Kinesiology (hereafter referred to as “Edu-K”);

WHEREAS, the Foundation owns the trademark/service mark for the term, “BRAIN GYM”;

WHEREAS, the Foundation has an exclusive international license embodying the Dennisons’ goodwill and has the responsibility to oversee the quality, image, and consistency of Edu-K materials developed by the Dennisons and associated with their name and life work, (see “License Agreement,” dated February 11, 2000);

WHEREAS, the Edu-K materials include copyrighted works, trademarks, curriculum, and methodology known as the BRAIN GYM® 101 Course, embodied and published in the BRAIN

GYM® Handbook, *BRAIN GYM 101: Balance for Daily Life* (hereafter referred to as “BRAIN GYM® Materials”);

WHEREAS, included in the Edu-K materials are copyrighted works, trademarks, curriculum, and methodology known as the Educational Kinesiology In Depth: Seven Dimensions of Intelligence process, including the Integrated Movements, embodied in a manual entitled *Educational Kinesiology In Depth: The Seven Dimensions of Intelligence* (hereafter referred to as the “In Depth Manual”);

WHEREAS, the Sublicensee has satisfactorily completed all prerequisites set forth in Exhibit A for being licensed as a BRAIN GYM® Instructor/Consultant and now wishes to teach the BRAIN GYM® Materials;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained below and other good and valuable considerations, the parties agree as follows:

1. Grant.

- a. The Foundation hereby grants to Sublicensee a non-exclusive, non-transferable right and sublicense to use the BRAIN GYM® Materials for teaching the BRAIN GYM® 101 Course. People trained in one country and who will be teaching in another country must comply with the requirements and regulations of the regionally approved Affiliate, network or International Faculty Mentor and have permission to teach in that country.
- b. Subject to compliance with the requirements set forth in the attached Exhibits A and B, the Foundation also grants to Sublicensee a non-exclusive and non-transferable right and sublicense to use both the BRAIN GYM® Materials and the In Depth Manual to conduct private consultations with individuals. People who are trained in

one country and who will be consulting in another country must comply with the requirements and regulations of that country's regionally approved Affiliate and have permission to consult in that country.

2. Title. During the term of this Agreement and subject to the terms and conditions herein; Sublicensee may use the title of Licensed BRAIN GYM® Instructor/Consultant.
3. Quality Criteria. In carrying out the sublicense granted herein, Sublicensee agrees to follow the guidelines and quality standards set forth in Item 4 of this Agreement.
4. Course Content. Sublicensee agrees to use the current BRAIN GYM® 101 *Handbook* as the syllabus for the BRAIN GYM® Course. The Foundation may change the content of the BRAIN GYM® Course or the BRAIN GYM® Materials. Such changes will be communicated to Sublicensee through publications, the Practicum course, or a special required "Update" course offered at the discretion of the Foundation with faculty recommendation.
5. 10% Royalty Fees. Sublicensee agrees to enroll all participants of the BRAIN GYM " 101 Course with the Foundation or regionally approved affiliate within 15 days of course completion. This includes sending a course roster with the name, address, email and telephone number of the course instructor and each participant, as well as a royalty of ten percent (10%) of the gross revenue received from each student.
6. Program. Sublicensee agrees to explain the Foundation program as it appears in the current year's listing or website.
7. Student Commitment. At the time students enroll in the BRAIN GYM® 101 course, Sublicensee shall have each student sign an Enrollment Agreement, attached hereto as Exhibit C, to respect the Foundation's trademark protected and the Dennisons' copyright protected materials. This includes a statement whereby the students agree to refrain from teaching the BRAIN GYM ' 101 course or

representing themselves as a BRAIN GYM Instructor or Consultant until they have completed the Consultant and Teacher Practicum requirements of Brain Gym® International or the regionally approved affiliate. The students may use or share any of the information learned at a workshop or course. They may not advertise as a BRAIN GYM® Instructor/Consultant nor charge for teaching or consulting until they have received their BRAIN GYM® Instructor/Consultant sublicense which has been signed by a Brain Gym International or regionally Approved Affiliate representative.

8. Trademark. Sublicensee shall use the ® trademark symbol whenever BRAIN GYM® is displayed in the promotion of Sublicensee's courses and all students will be instructed that BRAIN GYM ® is a registered trademark which is used in association with all BRAIN GYM® media displays, activities, courses and materials. The following is an example of an appropriate notice: "BRAIN GYM ® is a registered trademark of the Educational Kinesiology Foundation and its recognized Affiliate Organizations. The Educational Kinesiology Foundation office is located at 1575 Spinnaker Drive, Suite 204B, Ventura, California 93001.

Phone: 805-658-7942. Email:
info@braingym.org Website: www.braingym.org ”

9. Copyright. Sublicensee may photocopy and quote from Foundation publications for advertising and teaching purposes only. The only materials, such as manuals, tapes and books related to Edu-K that Sublicensee may sell are those that have been approved by the Foundation's Review Team in Ventura, California, USA.

10. Approval of Trademark and Copyright Use. Sublicensee agrees to sell only BRAIN GYM * Materials approved by the Foundation or regionally approved Affiliate. In teaching or advertising the BRAIN GYM ® Materials, Sublicensee agrees to clearly delineate between approved BRAIN GYM ® Materials and any supplementary materials. The Foundation reserves the right to approve all website advertising for BRAIN GYM® activities, courses and publications. The Foundation currently located in Ventura, California, USA, in conjunction with the copyright holders must approve all materials sold when there is no regionally approved affiliate to oversee this process.

11. Independent Contractor. Sublicensee is an independent contractor and is not an employee or otherwise under the control of the Foundation. Sublicensee shall have no power or authority to incur or create any liability or obligation for, or in the name of, the Foundation. This Agreement does not create a partnership, joint venture or agency relationship.

12. Indemnification. Sublicensee agrees to indemnify and hold harmless the Foundation 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.

13. Term. This Agreement shall be first signed by Sublicensee and shall be effective as of the date the Foundation representative signs and dates this Agreement. This Agreement shall continue for a term that expires on the fourth anniversary of the licensure date, unless terminated for reasons outlined in number 14 below. Renewal will occur for successive four-year periods provided all relicensure requirements, as set forth in the attached Exhibit B have been completed, and a current instructor sublicense has been signed with the Foundation (in Ventura) or the regionally approved Affiliate in which the instructor/consultant is registered. Licensure requires an annual membership/license fee as set by the Board of Directors, which is paid to the International Foundation or regionally approved Affiliate. This fee is used to maintain administrative costs such as the database and class listings for members. A lapsed license may be reinstated according to the requirements as set forth by the International Foundation or approved Affiliate Organization.

14. Termination

- a. The Agreement may be terminated at any time upon the mutual written consent of the parties.
- b. The Foundation may terminate this Agreement, upon the recommendation of the Faculty and approval of the Foundation Board of Directors, with forty-five (45) days written

notice to Sublicensee, if Sublicensee fails to fulfill responsibilities as outlined in this contract.

- c. In the event that Sublicensee 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 Sublicensee's own materials, publications, and/or courses, then the Foundation may terminate this Sublicense Agreement effective upon written notice to Sublicensee.
- d. Upon termination of this Agreement, Sublicensee agrees to discontinue representing him/herself as a BRAIN GYM ® instructor/consultant.
- e. Responsibilities and Standards of Professionalism
 - 1) Sublicensee agrees to use current course materials.
 - 2) Sublicensee agrees to clearly distinguish and delineate between his/her verbal and written work done under this Agreement and work emanating from other workshops or endeavors in which Sublicensee is involved. For example, the BRAIN GYM ® Course should not be used to promote nutritional products.
 - 3) Sublicensee may notify the Foundation of planned courses in a timely manner (60 days when possible) so that courses can be included in the Foundation's published schedules.
 - 4) For the purpose of welcoming, supporting, and enrolling students in the licensure and student membership program, Sublicensee agrees to submit to the Foundation a clear, detailed and accurate roster of all classes.

- 5) Sublicensee agrees to abide by the Educational Kinesiology Foundation Code of Ethics and Professional Standards for BRAIN GYM Instructors/Consultants, (Exhibit D).

15. Confirmation and Pledge. Upon signing the signature page of this Instructor Sublicense, Sublicensee confirms that he/she has satisfactorily completed all of the required training and coursework for licensure set forth in Exhibit A. Further, he/she pledges to uphold the established quality image, principles and philosophy, of the Foundation as described within this Sublicense and its Exhibits A through D. In view of this confirmation and pledge, Sublicensee receives all rights to use BRAIN GYM* materials as set forth in this Instructor/Consultant Sublicense Agreement and Exhibits.

SUBLICENSEE

Name: *(Please print)*

Tax ID#

Address:

City: State/Province:

Postal Code:

Country:

Phone: Fax:

Email:

Signature

Date

FOUNDATION REPRESENTATIVES

Practicum Instructor

Name: *(Please print)*

Title: International Faculty Member

Signature

Date

**Brain Gym® International OR Approved Affiliate
Representative**

Name: *(Please print)*

Title:

Signature

Date