

# KRI LEVEL TWO TEACHER TRAINER AGREEMENT

US & CANADA

PLEASE MAKE A COPY OF THIS CONTRACT FOR YOUR RECORDS.

This Kundalini Research Institute Teacher Trainer Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Kundalini Research Institute, a California non-profit 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 Hwy 106, Espanola, New Mexico 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 Two International Kundalini Yoga Teacher Training Program:** \_\_\_\_\_ (hereafter referred to as “KRI Level Two Program” or the “Program.”)
- B. Licensee desires to set up and manage a KRI Level Two Program using only qualified and approved KRI Teacher Trainers.
- 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 Two 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 Two Module: \_\_\_\_\_ from \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_.
- 2. **Non-exclusive License:** The Licensee is granted a non-exclusive license to operate a KRI Level Two Module. Licensee must submit the names and contact information for each KRI Certified Level Two Teacher Trainer in the proposed team for KRI approval, along with this Agreement.
- 3. **Location:** Licensee may operate a KRI Level Two Module in the following location:  
City: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_  
Licensee Name: \_\_\_\_\_
- 4. **Program Price:** Licensee will charge the following Fees for the module:
  - a) a full registration fee of \$ \_\_\_\_\_,
  - b) a pre-registration fee of \$ \_\_\_\_\_,
  - c) a student discount fee of \$ \_\_\_\_\_,
  - d) a pre-registration student discount fee of \$ \_\_\_\_\_.
- 5. **Program Per Student Licensing Fee:** Licensee agrees to pay KRI the Per Student Licensing fee of \$180 USD for US and Canadian programs, which includes curriculum material for this program,

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for each participant in the Program, within thirty (30) days of the start date of the Program. The per student fee is non-refundable. At the same time payment is made, Licensee will also provide a Student Contact List in an excel spreadsheet format listing the participants registered and their contact information.

6. **Curriculum:** Licensee agrees to operate the KRI Level Two Module using only the curriculum manual provided by KRI in a sixty-two (62) hour program. Fifty (50) hours are classroom time and twelve (12) hours are home study to be completed after the classroom time. KRI requires that participants attend all classes, pass the exam and complete the home study assignments. A participant cannot miss any class time and still certify.
  - A. Licensee shall submit to KRI for approval a schedule of class days and times showing the fifty (50) hours of classroom requirement.
  - B. Licensee agrees to print only one student manual and one home study manual for each paying participant. Licensee also agrees not to alter it in any way by either deleting material or adding material.
  - C. The **first time** Licensee teaches this module, Licensee can print up to three (3) manuals for the Level Two Teacher Trainer team. Up to three (3) sets of DVDs for the Teacher Trainer team will be provided by KRI.
  - D. Licensee agrees that the maximum any one trainer can teach is eighty (80) percent of the total classroom hours.

**KRI International Teaching Exam and Certificate:** Licensee agrees to administer an exam provided by KRI, at the end of the classroom section of the program. KRI will provide the KRI Level Two Teacher Training team with the exam and an answer sheet for grading. Licensee is responsible for making sure each exam is graded (75% or above is passing) and signed by the Home Study facilitator, trainer or Administrator who graded the exam. KRI Level Two Teacher Training teams may administer additional tests of their own design (these may be oral, written, open or closed book.)

Licensee agrees to supervise and verify the successful completion of the required twelve (12) hours of home study within one (1) year of the last classroom day. Licensee will store for five (5) years the following documents for each student: the Registration and Release Form, the Letter of Completion and the graded exam.

Licensee will submit to KRI copies of the Letter of Completion and Certification Requirement form for each participant who has successfully completed the KRI Level Two Module. A Letter of Completion is to be electronically sent to each participant by the Licensee or the administrator. Also to be included in the email is the Level 2 Practitioner Certification Form.

**Program Evaluation:** are strictly for the use of the Licensee. Please do not send them in to KRI.

7. **KRI Level Two Module Certification Requirements:** Licensee is required to have all participants in the KRI Level Two Module fill out and sign a registration/release form at the beginning of training. This form states that the KRI Level Two Teacher Training Team has the right to certify participants, or not, based on the KRI Level Two Module requirements and also at their discretion.
8. **Ownership Of Materials:** All materials KRI provides for use in the KRI instructional program are copyrighted to Yogi Bhajan, all rights are reserved. Licensee may not duplicate or copy any of the materials without the prior written permission of the YB Teachings, LLC.

9. **Publicity/Promotional Material:** Licensee may not publish any information about its Program without the prior approval of KRI. KRI has the sole and exclusive right to control promotional material and advertising concerning the KRI Level Two Program. All promotional material and advertising developed by or on behalf of Licensee prior to publication and distribution must be submitted to KRI for review and approval. All promotional materials must explain that the KRI Level Two Module is one of five modules required for KRI International Level Two Certification. The five modules are: Conscious Communication, Mind & Meditation, Authentic Relationships, LifeCycles & LifeStyles and Vitality & Stress. Please read the Level Two Promotion Guidelines for more details.
10. **KRI Level Two Instructor:** Only KRI licensed Level Two Trainers may participate in the Training Team for Level Two modules.
11. **Indemnification:** Licensee agrees to indemnify, and hold harmless KRI, Harbhajan Singh Khalsa Yogiji, a.k.a. Yogi Bhajan, The YB Teachings, LLC, 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.
12. **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
  - 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*.
13. **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.
14. **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.
15. **Liability Insurance:** Licensee agrees to maintain liability insurance in the amount of \$1,000,000 to cover the Program. 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.

16. **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.
17. **Execution of Documents:** The parties agree to execute all documents contemplated expressly by this agreement.
18. **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
19. **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.
20. **Modification:** Any modification of this agreement must be made in writing and must be executed by the parties.
21. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **Binding Effect:** This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, successors and permitted assigns.

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

**LICENSEE:**

Lead Trainer \_\_\_\_\_  
Print name

Signature: \_\_\_\_\_

**LOCATION:**

Yoga Center: \_\_\_\_\_

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

City: \_\_\_\_\_

State/Country: \_\_\_\_\_

Postal Code: \_\_\_\_\_

**ADMINISTRATOR:**

Administrator's Name:  
  
\_\_\_\_\_

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

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Website: \_\_\_\_\_

*Please initial pages 1-5, sign page 5, complete page 6, and return entire Agreement to KRI by fax (505-753-5982) or by mail, to KRI Teacher Training, PO Box 1819, Santa Cruz, NM 87567.*

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**KUNDALINI RESEARCH INSTITUTE**

By: \_\_\_\_\_  
Nirvair Singh Khalsa, President

**Proposed KRI Level Two Teacher Training Team**

\_\_\_\_\_ Module

Dates of KRI Level Two Module \_\_\_/\_\_\_/\_\_\_ - \_\_\_/\_\_\_/\_\_\_

Location \_\_\_\_\_

Name of Licensee \_\_\_\_\_

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

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

Name of KRI Teacher Trainer \_\_\_\_\_ City \_\_\_\_\_

KRI Level Two TT

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

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

Name of KRI Teacher Trainer \_\_\_\_\_ City \_\_\_\_\_

KRI Level Two TT

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

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

Name of KRI Teacher Trainer \_\_\_\_\_ City \_\_\_\_\_

KRI Level Two TT

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

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

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