

KRI® LEVEL TWO TEACHER TRAINING AGREEMENT

Summary:

This summary of the KRI Level Two Teacher Training Agreement is provided for additional clarity. Please refer to the complete contract below to fully understand all that is being agreed to.

KRI issues this license to the named Lead Trainer to hold one specified Level Two Teacher Training Program. The Trainer agrees to follow all of the requirements outlined here, to deliver the program to KRI's specifications and to include all of the required curriculum components as detailed in Appendix A.

KRI assigns the Lead Trainer the authority to grant a KRI Level Two Letter of Completion (which is valid towards the eventual Level Two certificate) to those students who qualify. The requirements for a student to qualify to receive a Level Two Letter of Completion are outlined in Appendix B, and the licensing Lead Trainer agrees to approve and send Letters of Completion to only those students who meet all of these minimum requirements. The Lead Trainer may add reasonable additional requirements, as long as these are communicated to the students at the start of the program. The Lead Trainer is expected to exercise their judgment and discretion when approving certifications, including the discretion to NOT qualify a student, even if the student has completed 100% of the requirements, if the Lead Trainer has concerns about the student's maturity, consciousness, or ethical behavior.

Lastly, the licensing Lead Trainer agrees to follow the administrative requirements outlined in Appendix C.

Trainers that do not follow these requirements may be denied the right to enter into future contracts with KRI. This means that the students in those future programs would not be issued KRI certificates. Therefore, it is very important that the licensing Lead Trainer read, understand, and implement all of the components of this contract and its Appendices. Questions regarding the contract and its Appendices may be directed to Amrit Singh at amrit@kriteachings.org.

LICENSING AGREEMENT

This Licensing Agreement (the "Agreement") is dated {\$date-submitted} and is made between Kundalini Research Institute, a California non-profit educational corporation ("KRI") and the Undersigned ("Licensee").

Licensee Name (legal name):

City: State: Country:

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 Two International Kundalini Yoga Teacher Training

Certification Program in Kundalini Yoga as taught by Yogi Bhajan®" (hereafter referred to as the "KRI Level Two Program" or the "Program"); and

B. Licensee desires to set up and manage a KRI Level Two 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 Two Program under the terms and conditions hereinafter set forth. Now therefore:

The parties therefore agree as follows:

NON-EXCLUSIVE LICENSE: TERMS & CONDITIONS

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

- o **Term:** KRI grants and Licensee accepts this license to operate one KRI Level Two Program. The term of this Agreement and the license granted shall be valid from {start date} to {end date}

Classroom Dates:

Session 1:

Session 2:

Session 3:

- o **Location:** Licensee may operate a KRI Level Two Program in the following location. (If modules will be taught in different cities, please indicate the first city in which it will be held).

City: State: Country:

2. **Role of the Licensee as Lead Trainer:** KRI contracts Level Two Teacher Training programs only with licensed KRI Level Two Lead Trainers. The Lead Trainer is responsible for ensuring that all aspects of the course meet the guidelines and standards set out in this contract and its Appendices, which are hereby incorporated herein and made a part hereof.
3. **Conditions for Obtaining & Maintaining License:** Licensee agrees that they 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.
4. **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 organizations, Sikh Dharma and any of its affiliate and/or subordinate

organizations, Humanology and Health Science Incorporated and any of its affiliate and/or subordinate organizations, 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.

5. **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 or The Level Two Aquarian Teacher Policy and Procedure Manual; or
 - b. Licensee has given KRI good cause to terminate; or
 - c. Licensee, or anyone acting on licensee's 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 and Professional Standards of Kundalini Yoga Teachers.

6. **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.

7. **Independent Contractors:** The parties hereto are independent contractors, and shall not be considered partners, joint venturers 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.

8. **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.

9. **Execution of Documents:** The parties agree to execute all documents contemplated expressly by this Agreement.
10. **Notices:** Any notices required or permitted to be delivered hereunder shall be in writing via paper copies or electronic mail and shall be deemed to be delivered when either emailed or personally delivered to the parties or, for notices to US postal addresses, 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.
11. **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.
12. **Modification:** Any modification of this agreement must be made in writing and must be executed by the parties.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **Binding Effect:** This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, successors and permitted assigns.
19. **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 this Program and/or other current or future Programs by the licensing Lead Trainer not being recognized as valid KRI programs, resulting in graduating students not able to receive a KRI certificate (for Level One Programs) or Letter of Completion (for Level Two Programs).

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

LICENSEE

(Signature)

(Printed Name)

Date: _____

Yoga Center/Business Name: _____

Address: _____

City and State: _____

Postal Code: _____

Country: _____

Email: _____

Website: _____

KUNDALINI RESEARCH INSTITUTE

(Signature)

(Printed Name)

(Title)

Appendix A: Curriculum Requirements

- 1) Trainer roles
 - a. Only KRI licensed Level Two trainers, or licensed Level One trainers approved by KRI to be in training as a Level Two trainer, may participate in the Training Team.
 - b. The Licensing Lead Trainer must be present a minimum of 20% of the Program curriculum, but is not required to be teaching if they are supervising trainers who are doing a Level Two Practicum.
 - c. Level Two is taught by teams, with a minimum of two trainers.
 - i. KRI values the team approach and the exposure to diverse training styles and approaches and our standard is that each module must be a team effort.
 - ii. KRI encourages a team teaching approach where several trainers share bench time each day, rather than someone teaching some days, and then they leave and a new trainer comes in to teach other days. The students often go through intense changes, and having a continuity of trainer presence for them is important.
 - iii. KRI recognizes that sometimes this is not possible, and that this requirement may prevent a program from being held.
 - iv. Therefore, if the Level Two Lead Trainer has already been the contracting Lead for the specific module before, they can contract to teach that module alone by writing a detailed explanation as to why, and email the explanation to KRI's Contract Manager when they submit the contract. KRI will review these and reserves the right to withhold contract approval.
 - d. Please refer to the "L2 Trainer Orientation" policy document for more details about the allowed roles of Level Two trainers in training.
- 2) There must be a minimum of 62 hours in the Program. Fifty (50) hours are in person and twelve (12) hours are home study to be completed after the classroom time.
- 3) Classroom Time
 - a. If taught in-person, the 50 classroom hours must be completed in six (6) and only six (6) days.
 - b. If taught on-line, the 50 classroom hours can be spread out over more than 6 days to limit the amount of online time per day.
 - c. The classroom days can be taught all at once, or with any variation of time in-between.
 - d. The licensing Level Two Lead Trainer has broad discretion in how they cover the material of the program.
 - i. It is optional to show the Yogi Bhanan videos that go with that course, with the class listening to the lecture and practicing the kriya. If the videos are NOT shown, at a minimum the class must practice the kriya (could be led by a trainer). KRI highly recommends that the transcripts be read as well.
 - ii. If subtitled videos are not available in the students' language(s), translated transcripts must be provided.

4) Home Study Time

- a. The Home Study Section of every Level Two module takes place during the 90 days following the class time.
- b. Participants have up to 1 year following the last classroom day to complete the requirements.
- c. Participants are to be assigned to a Home Study group in which they will study and grow together both during the course and during the 90 days of Home Study. Recommended size of the groups is 6-8 people.
- d. Each Home Study group must have a group leader.
- e. Optionally, participants can re-watch each of the Yogi Bhajan videos, including practicing each kriya with them. If the videos are not watched, at least the kriyas must be practiced, and KRI strongly recommends that the transcripts be read again.
- f. 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.
- g. The Home Study must include, at a minimum:
 - Optionally, at least 6 hours of reading Yogi Bhajan transcripts, watching the videos and practicing the meditations given in the videos. If the videos are not assigned, the Lead Trainer must assign other homework tasks to participants as a different way to constructively use these 6 hours.
 - At least 3 hours answering and/or discussing the study questions and projects
 - At least 3 hours of study group meetings or conference calls
 - At least 40 days of journaling in the format described in the home study guide
 - Completion of 90 days of the assigned meditation for the course
 - Completion of the exam questions

5) Program Materials

- a. Any materials used in the Program that share the Teachings of Yogi Bhajan need to be from KRI-approved manuals/materials, meaning that they have the KRI seal of approval.
- b. Each Level Two Program has a required textbook and a required student home study manual for the Program.
 - i. Each participant in the Program must be provided with their own copy (either physical or digital) of these materials.
 - ii. KRI is in a transition from expecting Licensing Lead Trainers to print their own manuals and guides for distribution to their students, to requiring Trainers to purchase printed copies directly from KRI or an approved KRI distributor.
 - iii. During this transition period, if still printing program materials themselves, Licensee may print only one copy of the manual and home study guide per student.
- c. Each Level Two Program has at least six (6) Yogi Bhajan videos that are now an optional part of the Program.
 - i. If used, these videos must all be shown during the classroom portion of the Program, and each student must be provided with the means to re-watch them during the Home Study portion of the Program.

- ii. The videos can be purchased directly from KRI or a KRI authorized distributor on DVD or USB drive.
 - iii. The videos are also available to stream on the Library of Teachings website (in English only until translated versions become available), and a PDF is available for each Level Two module with links to all of the required videos.
- d. Licensee acknowledges that KRI holds the rights to all materials KRI provides for use in the KRI Level Two Program. Licensee may not duplicate or copy any of these materials without the prior written permission of KRI.

6) Exams

- a. All students wanting to certify must take and pass an examination, and Licensee agrees to administer an exam provided by KRI, at the end of the home study section of the program. KRI will provide the KRI Level Two Teacher Training team with the exam and an answer sheet for grading.
 - i. The intention of the KRI exams is that students will discuss them (not the answers) on one of their Home Study Group calls.
- b. 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.
- c. Licensee agrees to maintain confidentiality of the exam grades and to provide a copy of the graded exam to the student.
- d. Students who do not receive a passing grade on the Level Two exam, may retake it.
- e. KRI Level Two Teacher Training teams may administer additional tests of their own design (these may be oral, written, open or closed book.)

Appendix B: Completion Requirements

1. Students are to be issued a KRI Level Two Letter of Completion by the Licensing Lead Trainer (or their designated Administrator) if they successfully complete all of the KRI requirements listed below, and if they are recommended by the Licensing Lead Trainer.
2. The Lead Trainer is encouraged and supported by KRI to apply their subjective judgement to the students' maturity and consciousness towards becoming a Level 2 KRI Practitioner.
3. Either KRI or the Lead Trainer may deny or delay a student's Letter of Completion if there are ethical complaints regarding their behavior.
4. Participants should fill out the top half of the Completion Requirements Form BEFORE the end of the classroom segment and hand it in to the Home Study Group Leader.
5. At the end of the Program (meaning at the end of the Home Study period), the Licensee should complete and sign the Completion Requirements Form, verifying that the participant has completed all requirements and is recommended for their Letter of Completion.
6. **KRI Level Two Completion Requirements:**
 - Attended all Teacher Training classroom hour - 50 contact hours
 - Received a passing grade of at least 75% on the exam
 - Completed a minimum of 12 home study hours, including:
 - Optionally at least 6 hours watching and practicing with that module's Yogi Bhajan videos
 - At least 3 hours home study group calls or meetings
 - At least 3 hours answering and/or discussing the study questions and projects.
 - Additional home study assignments:
 - At least 40 days of journaling as described in the home study guide
 - Completion of the 90-day assigned meditation
 - In addition to the KRI established Level Two Completion Requirements, a Licensing Lead Trainer may make reasonable extra requirements which must be clearly defined for the students at the beginning of the program.
7. Licensee (Lead Trainer) may encourage participants to take part in other optional activities; (i.e. intensive meditations, yogic diets, etc.); and must make clear these are optional activities the participants are encouraged to experience.
8. Licensee is responsible for keeping supporting documents such as the student's graded exam, for at least three (3) years after the certification date.
9. Students have up to one (1) year from the last classroom date to complete the program requirements. Completion may be extended beyond one year at the Licensing Lead Trainer's discretion.

Appendix C: Administrative Requirements

- 1) The Training Team
 - a. The Training Team for each Program must be indicated when completing the online contract.
 - b. Each member of the Training Team must be in good standing as a member of the Aquarian Trainer Academy.
 - c. Only KRI licensed Level Two Trainers, or licensed Level One trainers approved by KRI be in training as a Level Two trainer, may participate on the Training Team.
 - d. KRI must be notified if the training team changes, so that KRI always has an accurate record of who participated in every program.

- 2) Program Royalties to KRI
 - a. Each Program must enter their pricing (including tiers and discounts) when completing the contract form.
 - b. The Licensee agrees to pay 10% of the course registration fee per person as a royalty to KRI.
 - i. Please note, repeat students are also required to pay the 10% royalty for use of the teachings.
 - c. Royalties are due one (1) month after the program start date.
 - d. Except as otherwise provided in this Appendix, the KRI Royalty Fee is non-refundable.
 - i. If an unavoidable exception must be made and a student is given a 100% refund, no royalty is due for them, and so any royalty amount previously paid to KRI would be refunded or credited to a future payment.
 - e. The KRI Royalty fee is due for all students enrolled in the Program at the time of payment. It is not a certification fee and should not be connected in any way to students' fulfillment of their completion requirements.

- 3) The Program Administrator
 - a. Every Program must list an Administrator, with contact information, when the contract is submitted.
 - b. Even if KRI works directly with that Administrator, the Lead Trainer is still ultimately responsible for all aspects of the Program, including all the administrative requirements outlined here.

- 4) Promotional Materials
 - a. All print and website promotional material for this program must meet the below requirements. Submission to KRI is NOT required, but KRI will address with Licensee any promotional materials we are made aware of that are not in compliance with these requirements.

- b. All social media promotion for this program must link to a website that meets these PR requirements.
 - c. Required Graphics
 - i. Approved KRI Logo
 - ii. Optional Yogi Bhajan photo – choose at least one from selection provided on the KRI Trainer Support website
 - iii. The Green Level Two seal/emblem is optional
 - d. Required Program Title Text
 - i. Include this text as header or within body of PR material:
KRI® Level Two Yoga Teacher Training Program
 - ii. Optionally include this Trademark:
Kundalini Yoga as taught by Yogi Bhajan®
 - e. Training Team
 - i. List or feature the names of all the Aquarian Trainer Academy trainers who are on the team.
 - ii. Only Level 2 qualified trainers may be included in the PR.
 - iii. Trainer designations are optional.
 - f. Text Requirements
 - i. Refer to Level 2 or Level Two (*do not use Roman numerals such as Level II*)
 - ii. Graduates of all 5 Level Two modules are certified as KRI® Level Two Practitioners. Both terms Practitioner(s) and Teacher(s) may be used for variety, but do not use the term Teachers exclusively.
 - iii. Do not include curriculum topics that are not part of the Level Two Aquarian Teacher manual.
 - iv. If conveying trainer credentials, use descriptive language in their bios, and/or reference their standing in the Academy. Use of the terms “Senior” or “Master” is not appropriate.
 - v. Avoid promises, claims or guarantees such as: *You will master Kundalini Yoga; You will become a Kundalini Yoga Master; You will be totally transformed; You will achieve enlightenment*, or similar. Instead, use student testimonials. They are a great way to convey the impact the Level One program can have on peoples’ lives.
 - vi. If trainer photos are included, use an image with a head cover (*like when teaching*).
- 5) Letters of Completion
- a. The Licensing Lead Trainer agrees to issue a KRI Letter of Completion to those students that successfully complete all the Program completion requirements, and who meet the Licensing Lead Trainer’s subjective criteria for qualification.
 - b. The licensing Lead Trainer must inform KRI, via data entered through the KRI Trainer Portal, of all students who are issued a Letter of Completion.
- 6) Participant Contact Information

- a. Using the format provided by KRI, Licensee agrees to submit data for all participants at the same time that the KRI royalty is paid, including: legal name, spiritual name, email address, postal address, phone number, and date of birth.
 - b. This list **MUST** be updated after the 90-day Home Study period to:
 - i. Indicate students who have completed their requirements and submit the final list.
 - ii. Individually update the completion information for any late students as they qualify.
 - c. Licensee is responsible for providing to KRI a list of those who passed all criteria for completion no later than six (6) weeks after the end of the Home Study period.
 - d. In general, participants must complete all requirements no later than one year from the end of the Home Study period in order to certify. The Lead trainer may extend this deadline at their discretion.
- 7) Paperwork required to be submitted to KRI
- a. Licensee will electronically submit to KRI the following data and documents for each student participating in the course (whether they successfully complete or not):
 - i. Signed Liability Release Form.
 - ii. Each student's legal name, spiritual name, address, email, phone number, and date of birth.
 - b. Licensee will electronically submit the additional following documents for each student receiving a Letter of Completion:
 - i. Completion Requirements Form signed by the Home Study Leader and the Licensing Lead Trainer.
 - c. For Programs with students who are citizens of the EU, either each student must agree to data sharing with KRI, or the program can execute several data processing contracts with KRI to allow student data to be shared, and students must be informed of such data sharing.
- 8) Student In-Take Questionnaire
- a. It is **NOT** required, but strongly recommended that the Licensing Lead Trainer screen all applicants to their Level Two program for health conditions and other risk factors.
 - b. Many time-consuming and challenging issues can be avoided by screening potential students for mental health issues.
 - c. A screening questionnaire template is available for Licensee to use as is, or to modify for their specific use.
 - d. If pre-screening questionnaires are used, they would not be submitted to KRI, but are required to be kept on file by the Licensing Lead Trainer.
- 9) Liability Insurance
- a. Licensee agrees to maintain liability insurance in the amount of \$1,000,000 to cover the Program, **if available in the country** where the Program is being conducted.
 - b. Licensee shall send a copy of its liability insurance policy to KRI as part of submitting the Program for contracting.

- c. Licensee agrees to maintain said coverage during the period of this Agreement.