# KRI<sup>®</sup> 21 STAGES TEACHER TRAINING AGREEMENT Summary

This summary of the KRI 21 Stages 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 21 Stages 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 21 Stages of Meditation Letter of Completion to those students who qualify. The requirements for a student to qualify to receive a 21 Stages of Meditation 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 licensing Lead Trainer also 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 <u>amrit@kriteachings.org</u>.

#### LICENSING AGREEMENT

This Licensing Agreement (together with its Appendices, 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 Training program in Kundalini Yoga as taught by Yogi Bhajan<sup>®</sup>, entitled "The 21 Stages of Meditation" (hereafter referred to as the "KRI 21 Stages Program" or the "Program"); and

B. Licensee desires to set up and manage a KRI 21 Stages 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 21 Stages Program under the terms and conditions hereinafter set forth. Now therefore:

The parties therefore agree as follows:

#### NON-EXCLUSIVE LICENSE: TERMS & CONDITIONS

- <u>Non-exclusive License</u>: The Licensee is granted a non-exclusive license to operate one KRI 21 Stages Program. Licensee understands and agrees that KRI has the right to authorize and license other Licensees to teach KRI 21 Stages Programs in the same location during the term of this Agreement.
  - <u>Term</u>: KRI grants and Licensee accepts this license to operate one KRI 21 Stages
    Program. The term of this Agreement and the license granted shall be valid from {start date} to {end date}

#### **Classroom Dates:**

Journey 1: Journey 2: Journey 3:

o **Location:** Licensee may operate a KRI 21 Stages Program in the following location.

City: State: Country:

- 2. <u>Role of the Licensee as Lead Trainer:</u> KRI contracts 21 Stages programs only with licensed KRI 21 Stages 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.
- <u>Conditions for Obtaining & Maintaining License</u>: 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. <u>Indemnification:</u> 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, or the activities of Licensee's agents, employees, contractors, or volunteers, in any way related to the Licensee's providing instruction in Kundalini Yoga, related subjects or the Program.
- 5. <u>Termination</u>: 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 21 Stages 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. <u>Appeal of Termination</u>: 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. <u>Arbitration:</u> 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. <u>Execution of Documents</u>: 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. <u>Severability:</u> 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. <u>Modification</u>: Any modification of this agreement must be made in writing and must be executed by the parties.
- 13. <u>No Waiver:</u> 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. <u>Numbers and Genders:</u> 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. <u>Captions</u>: 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. <u>Governing Law:</u> 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. <u>Entire Agreement</u>: This Agreement constitutes the entire agreement between the parties and any other prior agreements between the parties, written or oral, are merged herein.
- 18. <u>Binding Effect</u>: 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)

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

### KUNDALINI RESEARCH INSTITUTE

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(Signature)

(Printed Name)

(Title)

### **Appendix A: Curriculum Requirements**

- 1) Trainer roles
  - a. Only KRI licensed 21 Stages Lead or 21 Stages Professional Trainers, may participate on the Training Team.
  - b. The Licensing Lead Trainer may teach up to 100% of the Program alone without a team.
  - c. Qualified 21 Stages Professional Trainers on a team may teach up to 50% of the Program.
- 2) The Licensee agrees to follow the curriculum as described in the KRI book: "The 21 Stages of Meditation" and in the format as noted below.
  - a. The course must have a minimum of 48 classroom hours.
  - b. The course is comprised of three (3) "Journeys". Trainers may offer all three Journeys together over a single 6-8 day period; or single or multiple individual Journeys in a 2-3 day period for each Journey.
  - c. Whatever the format, each Journey must be taught as a complete unit. It is designed for two days, but may be expanded to 2 ½ or 3 days. Each day should be 8 hours of class time. Each Journey is 16 hours of class time. Total course hours are a minimum of 48 hours. Sadhana hours are not part of the class time hours. Class time hours may be extended but not reduced.
- 3) Because of the intensity of the experience, it is recommended that there should be a break between Journeys.
- 4) Each Journey is comprised of seven (7) "Stages". The Licensee agrees to keep to the order of the Stages and to use the meditation provided in the 21 Stages of Meditation book for each Stage. The Licensee may make adjustments to other aspects of the schedule to fit the particular needs of the students. This could include adding elements such as more physical yoga or movement, relaxation, the inclusion of small group sessions in the schedule, etc.
- 5) Program Materials
  - a. The KRI book *The 21 Stages of Meditation* is the manual for this Program.
  - b. KRI recommends but does not require students to purchase the manual in order to participate in the course. The students may purchase the manuals at retail, or the Licensee may purchase them at wholesale, from KRI or KRI approved vendors.
  - c. Licensee acknowledges that KRI holds the rights to all materials KRI provides for use in the KRI 21 Stages of Meditation program. Licensee may not duplicate or copy any of these materials without the prior written permission of KRI.

## **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 have participated to the best of their ability in the full sequence of 3 Journeys.
- 2. Either KRI or the Lead Trainer may deny or delay a student's Letter of Completion if there are ethical complaints regarding their behavior.

### **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 21 Stages Lead and 21 Stages Professional Trainers 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 fifteen (15) days after the program start date.
  - d. If the course is taught as individual Journeys, with students paying separately for each Journey, then the 10% royalty is due fifteen (15) days after each Journey's start date.
  - e. 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.
- 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. Yogi Bhajan photo choose at least one from selection provided on the KRI Trainer Support website
  - iii. The "Smiling Spiral" image and/or the gold and purple color theme are optional
- d. Required Program Title Text
  - Include this text as header or within body of PR material: KRI<sup>®</sup> The 21 Stages of Meditation Program Kundalini Yoga as taught by Yogi Bhajan<sup>®</sup>

### e. Training Team

- i. List or feature the names of all the Aquarian Trainer Academy trainers who are on the team.
- ii. Only 21 Stages qualified Trainers may be included in the PR. If you are not sure about who may teach a 21 Stages program, contact KRI.
- f. Text Requirements
  - i. Mention that the 21 Stages of Meditation contributes to KRI Level Three Certification within The Aquarian Teacher™ Training Program.
  - ii. When referring to 21 Stages as one part of Level Three requirements: use Level 3 or Level Three (do not use Roman numerals such as Level III)
  - iii. 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.
  - iv. 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 21 Stages program can have on peoples' lives.
  - v. If trainer photos are included, use an image with a head cover (*like when teaching*).
- 5) Participant Contact Information
  - a. Using the format provided by KRI, Licensee agrees to submit data for <u>all</u> 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. The data must also include whether or not each participant successfully completed the Program.
- 6) Student In-Take Questionnaire
  - a. It is NOT required, but strongly recommended that the Licensing Lead Trainer screen all applicants to their 21 Stages 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.
- 7) 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. Licensee agrees to maintain said coverage during the period of this Agreement.