

GOOD STANDING GUIDELINES for Professional Members of BMCA

Introduction

Summary of Requirements for Professional Member Good Standing in BMCA

What are the terms which have a service mark?

Does how I can use the Marks depend on my graduation status?

Do I have to get my marketing materials approved?

Can I use the BMC logo?

How do I become qualified in the first place?

How long does the License Agreement run?

What does it cost to use the Marks?

What are the Marks fees paying for?

Will I lose my certification if I don't sign the License Agreement?

Do I have to keep records?

How will I know when my License Agreement expires?

Can I lose my right to use the Marks?

What if I don't complete my Continuing Education requirements in time?


What happens if I don't send in the License Agreement?

Can I still be a BMCA member if I don't want to sign the License Agreement?

If I don't use the Marks, what can I say about my training?

What if I have other questions?

Introduction

Bonnie Bainbridge Cohen, owner of the  Body-Mind CENTERING®, Body-Mind Centering, and BMC service marks (the "Marks"), has granted The Body-Mind Centering® Association, Inc. ("BMCA") a license to administer the status of the Body-Mind Centering profession, to manage the use of the Marks by authorized persons and to implement relevant standards for use of the Marks. BMCA membership is one of several elements which support BMCSM authorized persons in their work. Careful control and proper use of the Marks prevents someone who has had insufficient training from legally claiming to practice BMC work. All members need to follow the official guidelines for the proper use of the Marks. If you are unclear about what you will need to do to maintain your good standing, please read the information below. **Please remember that while membership in BMCA is optional, if you do not join BMCA and fulfill the Professional Membership requirements, you will not be able to use the Marks in your promotional materials or in connection with the services you provide, nor will you be able to teach in authorized programs.**

Summary of Requirements for Professional Member Good Standing in BMCA:

- **Completion of a professional training program** approved by the School for Body-Mind Centering (“SBMC”), which provides the necessary preparation for the practice of Body-Mind Centering.
- **Membership in BMCA at the professional level.**
- **Abide by BMCA’s Code of Ethics,¹ Standards of Practice,* and Teachers Guidelines.***
When you join BMCA, you agree to abide by these principles.
- **License Agreement *** This License Agreement gives you the right to use the Marks, based on your graduation status. It will be renewed yearly with your membership registration and also requires a \$50 (47€) Marks fee.
- **Approval of Marketing Materials.** Any marketing materials, such as brochures, flyers, business cards, website pages, or other advertising or promotional materials, must be approved by BMCA to ensure that they are in compliance with the Guidelines for Use of the Body-Mind Centering Service Marks.* This approval process will be simple and quick.
- **Continuing Education (“CE”).** Please see BMCA’s Continuing Education Guidelines.* Professional Members are required to complete 8 CE credits every four years, at least 4 credits of which must be BMC-related. (For non-Professional members, CE will be optional.) This requirement can be fulfilled, for example, by attending the BMCA Conference once every four years. Assisting in SBMC-approved programs, self-directed study, distance learning, and other formats are also possible credit options.

Please note that your decision to practice professionally is a personal decision. BMCA, SBMC and Bonnie Bainbridge Cohen are in no way responsible for your actions. This means that you are the proprietor of your practice and the sole party responsible for your practice. Therefore, we highly recommend that you consult a lawyer to ensure that you are legally protected for any complaints, accidents or injuries to or by clients and students, and that you maintain insurance for any malpractice or other issues. Please make sure you understand and follow BMCA’s ethical guidelines, as well as all laws, rules and regulations pertaining to your practice, to protect yourself.

What are the terms which have a service mark?

The ® and SM symbols must be used with the following terms when they appear:



Body-Mind Centering
BMC

See Guidelines for Use of the Body-Mind Centering® Service Marks.*

¹ All the documents with an asterisk are posted on BMCA’s website at www.bmcassociation.org or available from BMCA at admin@bmcassociation.org or by inquiry to BMCA at the address above. Some documents are posted on the public website and others are only available to members.

Does how I can use the Marks depend on my graduation status?

BMCA Professional Members are eligible to use the Marks at different levels, depending on the individual's graduation status.

- Certified Teachers and Certified Practitioners are eligible to use the Marks in relation both to educational and therapeutic services they provide in private practice with individuals and in teaching individuals and groups.
- Somatic Movement Educators are eligible to use the Marks in relation to educational services they provide in teaching individuals and groups.
- Infant Developmental Movement Educators are eligible to use the Marks in relation to educational services they provide in the context of working with infants developing in the normal range.
- Embodied Anatomy and Yoga Program and Embodied Developmental Movement and Yoga Program graduates are eligible to use the Marks in the context of the practice and teaching of yoga in private practice with individuals and in teaching individuals and groups.

Each Professional Member must sign a License Agreement with BMCA in order to use the Marks.

Do I have to get my marketing materials approved?

Yes. Most people have materials, such as business cards, flyers, a website, etc., which stay mostly the same, and change only the dates and places of events. The basic materials must be approved in advance by BMCA, and this need happen only once so long as they stay substantially the same. Any time you develop new marketing materials, these must also be approved in advance. BMCA has a protocol which is designed to promote timely review of your materials. If BMCA requests changes in your marketing materials, your implementation of these changes must be approved before the materials can be used. Further information can be found in Guidelines for Use of the Body-Mind Centering® Service Marks*, available on BMCA's website for BMCA members.

How do I become qualified in the first place?

When SBMC notifies BMCA of your successful completion of a qualifying program, you will be eligible to sign a License Agreement with BMCA to use the Marks. When you join or renew your membership with BMCA online you automatically agree to the License Agreement and guidelines for use of the Marks when submitting your application. Your Professional status will become effective when BMCA processes your membership or renewal and approves your marketing materials.

How long does the License Agreement run?

The License Agreement is effective for one year. During that time, you must maintain good standing in BMCA by abiding by the Code of Ethics and Standards of Practice, completing CE requirements, and submitting any new marketing materials for review.

What does it cost to use the Marks?

\$50 (47€) per year. This fee is in addition to BMCA membership dues.

What are the Marks fees paying for?

BMCA's percentage of the Marks fee goes towards administration. The rest of the fee, which goes to the owner of the Marks, helps to maintain the legal status of the Marks and thus the BMC profession. The BMCA Board of Directors is sensitive to the fact that some members may have a difficult financial situation. Payment plans for those who truly have a financial need can submit a membership hardship waiver application. E-mail operations@bmcassociation.org or call BMCA's telephone number for information.

Will I lose my certification if I don't sign the License Agreement?

No. Certification is a title conferred by SBMC and reflects your graduation status. Authorization to use the Marks requires that you sign the License Agreement, but if you do not wish to use these terms or otherwise qualify for Professional status, you can join BMCA in the "Associate" category. You can state that you graduated from an SBMC-approved program with the title you earned, but you cannot use the Marks without signing a License Agreement. You can still receive BMCA's member benefits, except for use of the Marks and inclusion on the website public locator and class listing.

Do I have to keep records?

If you are a Professional Member, you should keep records of your CE experience, such as certificates or other written documentation. This information will be checked at the time of your License Agreement renewal to verify that you are up-to-date. You should also keep client records in the form required by any laws, rules, or regulations pertaining to your practice.

How will I know when my License Agreement expires?

A notice or a renewal packet will be sent to you when it is time to renew your License Agreement. The new License Agreement should be signed and returned to BMCA's administrative office. If your License Agreement expires, you will be sent a notification. You will be reinstated when you notify BMCA that you have met the renewal requirements and sent in the License Agreement and fee.

Can I lose my right to use the Marks?

You can lose it by not sending in your renewal License Agreement and fee, by not maintaining your BMCA membership, by not completing your CE requirements, by misusing the Marks, or as a penalty for violations of the Code of Ethics or Standards of Practice.

What if I don't complete my Continuing Education requirements in time?

If you do not complete your CE requirements in a timely manner, your License Agreement will not be renewed. Once you complete your CE and other Good Standing requirements, your License Agreement can be renewed. While your License Agreement is expired, you are not entitled to use the Marks.

What happens if I don't send in the License Agreement?

You will be notified that you are no longer in good standing and cannot use the Marks to describe what you do. While you may state that you have trained in Body-Mind Centering, you cannot use the words "Body-Mind Centering" or "BMC" in your marketing materials, except to state that you graduated from an SBMC-approved program. You will no longer be considered a Professional member of BMCA and will not be able to list your services on the public locator on BMCA's website.

Can I still be a BMCA member if I don't want to sign the License Agreement?

Yes. You can become an Associate member. You will have all the usual benefits of BMCA membership, except that you cannot use the Marks and you will not be listed on the website public locator. You will be listed in the member directory.

If I don't use the Marks, what can I say about my training?

Here's what you can say:

"I graduated from a program approved by The School for Body-Mind Centering as a [Certified Practitioner – or whatever your graduation status is]."

Or you can say:

"I attended an SBMC-approved program."

Or you can say:

"I studied Body-Mind Centering with Bonnie Bainbridge Cohen."

What if I have other questions?

You can contact our BMCA at operations@bmcassociation.org.

* * * *

©BMCA March 2016