


SUBLICENSE AGREEMENT

THIS AGREEMENT, dated as of the ___ day of _____, 20___, is by and between The Body-Mind Centering Association, Inc., a not-for-profit corporation existing under the laws of Massachusetts with a principal place of business at PO Box 710, South Hadley, Massachusetts 01075 ("**Licensor**") and _____ [Name of Licensee], an individual residing at _____ [Address], a _____ [State/Country] _____ [Type of Business Entity] having its principal offices at _____ [Address], ("**Licensee**").

WHEREAS, pursuant to a Licensing Agreement dated as of February 4, 2015 between Licensor and Bonnie Bainbridge Cohen ("**Service Mark Owner**"), Licensor has the right to license the marks "BODY-MIND CENTERING"  Body-Mind CENTERING®, and "BMC" worldwide (together referred to as the "Marks") as service marks in connection with educational services, namely conducting workshops, classes and tutorials in the field of utilizing movement, touch, voice and awareness to facilitate physical, mental and developmental change, and for physical and psychological therapeutic services utilizing movement, touch, voice and awareness to facilitate physical, mental and developmental change (the "**Work**"); and

WHEREAS, Licensee is a BMC Certified Teacher, BMC Certified Practitioner, BMC Somatic Movement Educator, BMC Infant Developmental Movement Educator, Graduate of an authorized BMC Embodied Anatomy and Yoga Program, Graduate of an authorized BMC Embodied Developmental Movement and Yoga Program [please check as applicable] (an "**Authorized Person**"); and

WHEREAS, Licensor wishes to sublicense the Marks to Licensee in connection with the Work.

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth herein and other good and valuable consideration, the parties hereby agree as follows:

1. All representations and recitals set forth above are hereby made a part of this Agreement.
2. **Grant of License.** Upon the terms and conditions set forth herein, Licensor grants to Licensee, and Licensee hereby accepts, a non-exclusive, non-transferable, non-assignable license in the Territory (defined below) (the "**License**") to use the Marks solely as set forth in the "*Guidelines for Use of the BODY-MIND CENTERING® Service Marks*" attached as Exhibit A hereto (the "**Service Mark Guidelines**"), as such Service Mark Guidelines may be amended by Licensor from time to time.

Other than as specifically described in this Agreement, Licensor specifically reserves all rights to the Marks and grants no further rights to Licensee with respect to them. Licensee expressly agrees that s/he will not use the Marks or any other marks likely to be confused therewith for any purpose not set forth in this Agreement.

3. **Territory.** The License is hereby granted for use by Licensee worldwide (the "**Territory**"). All uses of the Marks by Licensee shall inure to Service Mark Owner's benefit, and Licensee shall cooperate in all reasonable respects and take any action at Licensor's or Service Mark Owner's request that is

reasonably necessary for Service Mark Owner to maintain or secure registration of the Marks in any country.

4. ***Term of License.*** The duration of this License and all associated rights hereby granted begin on the Effective Date and shall continue through Licensee's next membership renewal date, unless sooner terminated or extended in accordance with the provisions hereof (the "**Term**"). Thereafter, this Agreement shall automatically be renewed for successive one (1) year terms unless one of the parties provides written notice of termination to the other at least 60 days prior to the expiration date of the then current Term. For the purposes of this Agreement, the "**Term**" shall include all extensions and renewals.
5. ***License Fees.*** Throughout the Term, Licensee agrees to pay Licensor the license fee in the amount and upon the terms set forth on BMCA's website, www.bmcassociation.org (the "**License Fee**").
6. ***Promotion and Advertising/Style Guidelines.***

(a) Licensee agrees that it will use its best efforts to use the Marks in a manner consistent with the standards established by Licensor as may be communicated to Licensee by Licensor in writing from time to time.

(b) The final form of all advertisements and promotional materials which Licensee intends to use shall be submitted to Licensor along with an English translation, if necessary, for written approval from Licensor prior to publication. Licensor shall have ten (10) business days from the time of receipt of any such materials in which to approve or reject them; any such materials submitted and not approved or rejected by Licensor in writing within that time shall be deemed to have been approved. Such approval shall not be unreasonably withheld by Licensor, and once such approval is granted, it shall be deemed granted for all continuing use of such advertising and promotional materials for substantially the same future use by Licensee through the Term, unless such approval is specifically withdrawn by Licensor in writing.

(c) Licensee hereby agrees to provide a link to Licensor's and The School for Body-Mind Centering's websites on any website Licensee maintains to promote the Work.

(d) Licensee shall at all times during the Term maintain her/his status as an Authorized Person in Good Standing (as defined in the "Good Standing Guidelines for Professional Members of BMCA" ("**Good Standing Guidelines**") attached hereto as Exhibit B, as such Good Standing Guidelines may be amended from time to time, and Licensor may from time to time inspect Licensee's place of business and/or watch classes given by Licensee during business hours and with two days' notice.

7. ***Service Mark Notices.***

(a) Licensee warrants that it will provide on or within all advertising, promotional, and display material relating to the Work, and/or bearing the Marks, the appropriate attribution for such Mark as set forth in the Service Mark Guidelines.

(b) Licensee shall at no time adopt or use, without Licensor's prior written consent, any variation of the Marks or any word or mark likely to be confusingly similar to the Marks. No content of materials approved by Licensor pursuant to Paragraph 6(b) shall constitute grounds for breach of this provision.

8. ***Licensor's Right of Termination.***

(a) Subject to Paragraph 8(b), and without prejudice and in addition to any other rights, Licensor shall have the right to terminate this Agreement upon written notice to Licensee pursuant to this

Agreement, at any time upon the occurrence of the following:

- (1) Licensee's using the Marks or any name, trademark, service mark, or other designation contrary to the provisions hereof.
- (2) Licensee's engaging in conduct negatively impacting Licensor's and/or The School for Body-Mind Centering's and/or Bonnie Bainbridge Cohen's reputation.
- (3) Licensee's breaching any other material provision of this Agreement or the Service Mark Guidelines.
- (4) Licensee's failure to qualify as an Authorized Person or to be in Good Standing.
- (5) Licensee shall be unable to pay its debts when due, or shall take any action to compromise its debts, or shall make any assignment for the benefit of creditors.
- (6) Licensee shall file a voluntary petition in bankruptcy or reorganization, or have an involuntary bankruptcy petition filed against it, or be adjudicated as bankrupt or insolvent, or if any receiver is appointed for its business or property, or if any trustee in bankruptcy or insolvency shall be appointed under the laws of the United States government, the several states or its country of origin.

(b) The License and rights granted under this Agreement shall terminate thirty (30) days after mailing of such written notice unless, in the case of a breach capable of remedy (other than clauses (1) and (2)), such breach is cured within such time period, provided that in the case of the occurrence of an event of default referred to in clause 8(a)(6) above, the License and rights granted under this Agreement shall automatically and immediately terminate without any notice of any kind, which is hereby expressly waived by Licensee. This termination remedy is in addition to any other remedy available to Licensor in law or at equity. Immediately upon the expiration or termination of the License and rights granted under this Agreement or after the expiration or termination of this Agreement by its terms, operation of law or otherwise, Licensee shall completely and permanently cease and discontinue further use of the Marks.

(c) Notwithstanding the foregoing, if Licensee either admits its inability to fulfill its material obligations hereunder or if such inability is self-evident, Licensor shall have the right to immediately terminate this Agreement, in which case the License and all rights granted hereunder shall immediately terminate.

(d) After the expiration or termination of this Agreement by its terms, operation of law or otherwise, all of Licensee's rights and privileges arising from this Agreement shall cease to exist. All compensation and expense reimbursement payable to Licensor pursuant to this Agreement shall be paid in full, to and including the effective date of termination.

9. ***Rights Reserved by Licensor/Goodwill/Protection.***

(a) Except as expressly set forth herein, any and all rights in and to the Marks and to their goodwill which are not expressly granted to Licensee are hereby reserved by Licensor. Any one or more of such reserved rights may be exercised or enjoyed by Licensor, directly or indirectly, at any and all times.

(b) Licensee's use of the Marks will contribute to the Marks' goodwill. Such goodwill resulting from Licensee's use of the Marks is for the exclusive benefit of Service Mark Owner.

(c) Notwithstanding anything in this Agreement to the contrary, Licensor specifically reserves and

does not grant to Licensee the right to use the Marks on any goods other than promotional and advertising materials.

(d) Licensee acknowledges that the Marks are unique and original and that Service Mark Owner is the owner thereof. Licensee shall not during the Term or anytime thereafter dispute or contest directly or indirectly Service Mark Owner's ownership of the Marks, Service Mark Owner's exclusive right to use the Marks, the validity of any of the registrations pertaining thereto or Service Mark Owner's ownership thereof or Licensor's license therein, nor shall Licensee assist or aid others in doing so.

(e) Licensee renounces any claim to any goodwill which may accrue in connection with Licensee's use of any of the Marks, such that any and all goodwill arising from Licensee's use shall inure solely to Service Mark Owner's benefit, and neither during nor after the expiration or termination of this Agreement, for this reason, shall Licensee assert any claim to such goodwill and Licensee agrees not to take any action that could be detrimental to such goodwill associated with any of the Marks or with Service Mark Owner.

(f) Licensee admits the validity of and agrees not to challenge the Marks. Licensee also agrees that any and all rights that may be acquired by the use of the Marks by Licensee shall inure to the sole benefit of Service Mark Owner. Service Mark Owner shall be entitled to register, at its sole cost and expense, in such name as Service Mark Owner may designate, any such trademark, trade dress or copyright registrations as Service Mark Owner deems, in its sole discretion, necessary. Licensee agrees to execute all papers and provide copies of all promotional, advertising and packaging materials reasonably requested by Service Mark Owner to effect such registrations and, where applicable, to reflect Licensee as an authorized user of such registrations.

(g) Licensee further agrees not to use or register in any country any name or mark resembling or confusingly similar to the Marks. If any application for registration is, or has been filed in any country by Licensee related to any name or mark which, in the sole opinion of Service Mark Owner, is confusingly similar, deceptive or misleading with respect to the Marks, Licensee shall immediately abandon any such application or registration or, at Service Mark Owner's sole discretion, assign it to Service Mark Owner. Licensee shall reimburse Service Mark Owner for all the costs and expenses of any opposition, cancellation or related legal proceedings, including attorney's fees, instigated by Service Mark Owner or its authorized representative, in connection with any such registration or application.

(h) In the event that Licensee learns of any infringement or threatened infringement of any of the Marks or any passing off or that any third party alleges or claims that any of the Marks is liable to cause deception or confusion to the public, or is liable to dilute or infringe any of Service Mark Owner's rights therein, Licensee shall forthwith notify Licensor giving particulars thereof and Licensee shall provide necessary information and assistance to Service Mark Owner and/or its authorized representatives in the event that Service Mark Owner decides that proceedings should be commenced or defended. Any such proceedings shall be at the expense of Service Mark Owner and Service Mark Owner shall be entitled to any recoveries. Nothing herein, however, shall be deemed to require Service Mark Owner to enforce the Marks or its copyrights against others.

- (i) In the performance of this Agreement, Licensee shall comply with all applicable laws and regulations, and those laws and regulations particularly pertaining to the proper use and designation of trademarks in the Territory. Should Licensee be or become aware of any applicable laws or regulations which are inconsistent with the provisions of this Agreement, Licensee shall promptly notify Licensor of such inconsistency. Licensor may, at its option, either waive the performance of such inconsistent provisions or terminate the License and rights granted hereunder.

10. ***Licensor's Warranty and Indemnity.*** Licensor represents and warrants to Licensee that it has the right to sublicense the Marks and that it has the power to enter into this Agreement. Licensor hereby agrees to defend and indemnify Licensee and to hold Licensee harmless against claims, demands, causes of action or damages, restricted, however, to trademark infringement arising out of the use of the Marks as authorized by this Agreement, provided, that Licensor is given prompt notice of and shall have the option to undertake and conduct the defense of any such claim, demand or cause of action.
11. ***Licensee's Indemnity.*** Licensee hereby agrees to be solely responsible for, and to defend and indemnify Licensor, The School for Body-Mind Centering, and the Service Mark Owner and their respective officers, agents and employees, and to hold each of them harmless from and against any liability, claims, demands, causes of action, losses or damages, including reasonable attorney's fees and the collection thereof, arising out of the use of the Marks by Licensee, including without limitation personal injury and advertising claims (other than trademark infringement arising out of the use of the Marks as authorized by this Agreement).
12. ***No Partnership or Joint Venture.*** This Agreement does not constitute and shall not be construed as constituting a partnership, agency or joint venture between Licensor and Licensee. Neither party shall have the right to obligate or bind the other in any manner whatsoever and nothing herein contained shall give or is intended to give any rights of any kind to any third party.
13. ***Injunctive Relief.*** Licensee agrees that a violation of any obligation imposed herein will cause irreparable injury to Licensor and that, in any such event, Licensor will be entitled to injunctive relief restraining Licensee from continuing any act violating this license Agreement. Such relief will be in addition to any other remedy permitted at law or in equity.
14. ***Remedies.*** All specific remedies provided for in this Agreement shall be cumulative and shall not be exclusive of one another or any other remedies available in law or equity. The failure of either party to insist upon the strict performance of any of the covenants or terms hereof to be performed by the other party shall not be construed as a waiver of such covenants or terms. If any portion of this Agreement shall be ruled as invalid or unenforceable, the remainder of the Agreement shall survive and be enforced as if such invalid portion was not originally a part hereof.
15. ***Severability.*** If any portion of this Agreement shall be ruled as invalid or unenforceable, the remainder of the Agreement shall survive and be enforced as if such invalid portion was not originally a part hereof.
16. ***No Assignment or Sublicense.*** This Agreement is binding upon and shall inure to the benefit of the parties and their respective representatives and permitted successors. The License and the rights granted to Licensee hereunder are and shall be personal to her/him and shall not be assignable by any action of Licensee or by operation of law, and any attempt at such assignment shall be null and void. Licensee shall have no right to grant any sublicenses.
17. ***Waiver and Modification.*** No waiver or modification of any of the terms of this Agreement shall be valid unless in writing and signed by the parties. No waiver by either party of a breach hereof or a default hereunder shall be deemed a waiver of a subsequent breach or default of like or similar nature. No delay by either party in exercising its rights hereunder shall be deemed a waiver of such rights.
18. ***Notices.*** Whenever notice is required to be given under this Agreement, it shall be deemed to be good and sufficient notice if in writing, signed by the party serving such notice and sent by registered or certified mail, postage prepaid, return receipt requested, to the other party at the address stated above, unless notification of a change of address has been given in writing pursuant

to this Section. Notice shall be deemed given five (5) business days after mailing.

19. **Construction.** This Agreement will be governed by and construed in accordance with the laws of the United States and the State of New York, notwithstanding any state's conflict of laws or choice of law rules to the contrary. Further, the parties expressly agree that any and all actions concerning any dispute arising under this Agreement, including without limitation any application for injunctive relief and disagreement on whether either party has cured any alleged violation of this Agreement, shall be determined by binding arbitration in New York, New York, in accordance with the commercial arbitration rules of the American Arbitration Association then in effect and any judgment, decision or award made pursuant thereto shall be entered in any court of competent jurisdiction with the full effect as if such determination had been made by such court; provided, however, that the parties may also apply to a court of competent jurisdiction for injunctive relief if appropriate. The loser in any such contest shall pay all attorneys' fees and disbursements and court costs.
20. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes and replaces any prior agreements, written or oral, if any, between the parties. There are no representations, warranties, promises, covenants or understandings other than those contained herein.
21. **Headings.** Any paragraph or section headings used in this Agreement are for reference purposes only; are not a substantive part of this Agreement and are not to be considered in its interpretation or construction.
22. **Counterparts/Facsimile Signatures.** This Agreement may be signed in two or more counterparts, each of which shall be deemed an original agreement but all of which taken together shall constitute one and the same document. A facsimile signature shall be considered as binding as an original signature instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

THE BODY-MIND CENTERING ASSOCIATION, INC., Licensor

By: _____

Name:

Title:

[Name of Licensee], Licensee