

DEED made day of

BETWEEN PKP International Ltd the proprietor and operator of K-Power® Global Health & Fitness - the Power of choice and change™ Workshops

AND (Name of K-Power® Instructor)

#### WHEREAS:

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- A. PKP International Ltd, trading as K-Power® Global Health and Fitness (Hereinafter called K-Power®) is the owner and holder of property rights, publications and educational properties, for the training of, study of and attaining of proficiency in K-Power® Kinesiology; and international property rights etc.
- B. The Instructor has been accepted by K-Power® to be a teacher of studies for students desiring to acquire proficiency in K-Power® Kinesiology.

This Deed records the certification of the said Name to the status of Instructor of K-Power® and the conditions for the maintenance of that status.

#### Definitions.

In this agreement, a K-Power<sup>®</sup> Instructor is a person who has completed the specific training as required by K-Power<sup>®</sup> to present specific K-Power<sup>®</sup> workshops and is currently authorised to do so by PKP International Ltd, T/A K-Power<sup>®</sup> Global Health and Fitness.

(The terms 'present' and 'teach'; 'presenter' and 'instructor', the terms 'programme' and 'workshop'; 'classnotes', 'manual' and 'booklet' are interchangeable.)

#### Instructor's Personal Commitment.

- 1. I have read the Guidelines for K-Power® Instructors (Appendix 2).
- 2. I have completed and updated all training required of me by K-Power® to facilitate the workshops I currently present, listed in Appendix 1 (et al).
- 3. I understand this agreement (renewal) is not valid until it is signed by both parties, me the Instructor and a K-Power® executive.
- 4. This agreement will continue if I meet the requirements of K-Power® for a period of twelve months with an option for K-Power®, to review or extend this agreement at any time.

## Financial and Course Commitment.

For recognition and support from K-Power®:

- 5. I agree to supply to K-Power® an electronic or typed copy of each of my K-Power® class lists within one week of completion of each presentation.
- 6. I agree to pay all costs that may be incurred by presenting the workshop.
- 7. I agree to never present any workshop for less than the minimum of days and hours outlined in that workshop (or any current updated hours advised by K-Power®).



- 8. a. I agree to pay a royalty for each K-Power® workshop presented. The scheduled royalties at this date are: Stress Release made Easy \$12.50, Tibetan Energy \$12.50, Your DNA Is Not Your Destiny (EHC) \$12.50. All other 1-day workshops \$18.75. All 2-day workshops \$37.50. These fees are included in the price of the manuals supplied by K-Power®.
- 8. b. Should K-Power® request that I examine an Instructor Candidate for competence I agree to charge, for each assessment supervised, the K-Power® scheduled assessment fee. At the date of this contract the individual workshop assessment minimum charge is \$50.

### **Communication Commitment**.

- 9. a. I agree to provide K-Power<sup>®</sup> with my K-Power<sup>®</sup> timetable every six months.
- 9. b. I agree that K-Power® may use these dates for any advertising on my behalf.
- 9. c. I understand that if I do not regularly send my workshop timetable I will not be informed of any workshop content changes except through general email updates.
- 10. I agree to request K-Power<sup>®</sup> to effect any changes I may see as necessary to achieving the best possible K-Power<sup>®</sup> workshop presentations.

### Commitment to K-Power<sup>®</sup>.

- 11. I fully respect the trust and authority given to me and agree to meet the requirements of K-Power®. These include but are not limited to:
  - a. In no way altering the official classnotes except as directed by K-Power®.
  - b. Not reproducing, in any form whatsoever, any K-Power<sup>®</sup> manuals without written permission from K-Power<sup>®</sup>.
  - c. Not selling copies of classnotes to people who are not students of that class.
- 12. I agree to represent K-Power<sup>®</sup> in a positive and supportive way and will not use K-Power<sup>®</sup> or any of its programmes or philosophy to degrade any person, Kinesiology practice or organisation.
- 13. I understand that any violation of this trust and authority could result in the termination of this agreement at any time.
- 14. I understand it is my responsibility to notify the K-Power® office of changes in my instructor status for all instructor training requirements I have completed.
- 15. I agree to give a minimum 21 days notice when ordering K-Power® manuals and/or assessments. I understand that without this notice, my order cannot be guaranteed delivery in time for my presentation and that K-Power® is not responsible for any delays in delivery that are due to carriers.
- 16. I am aware that K-Power® has the right not to endorse my K-Power® training, should I have demonstrated an inability to carry out the tasks required of me at training.
- 17. I understand that K-Power® may at any time require me to further demonstrate my ability to present K-Power® procedures and techniques, for the purpose of assessing if and when further training may be required by me.



- 18. a. Should I not succeed in any K-Power® instructor training or assessment and take up the opportunity of repeating them, I will be charged an extra fee for doing so.
- 18. b. To renew a cancelled previous contract I agree to complete an update and a repeat of the workshops as covered in this contract, and as set out at the time by K-Power® before being eligible for a renewed contract.
- 19. If I teach any K-Power<sup>®</sup> workshops without being authorised to do so by K-Power<sup>®</sup>, the students involved will not have those workshop hours recognised by K-Power<sup>®</sup>.
- 20. I agree to notify K-Power<sup>®</sup> of any change in my personal contact details within 14 days of their taking effect and I understand that if I do not do so, update information, newsletters and articles may not be available to me.
- 21. I am aware that K-Power® logos, text and graphic illustrations are subject to copyright by K-Power® (or are used by permission of other copyright owners including the International College of Professional Kinesiology Practice, ICPKP) and are protected under international copyright law.
- 22. Permission to use any copyrighted material will be granted by K-Power® only where the request was made in writing. If permission is granted I will be notified in writing and must comply with the following conditions, that:
  - a. I am an active, registered K-Power® Instructor.
  - b. I will use K-Power<sup>®</sup> logos, text and graphic illustrations in the appropriate manner, within workshop conditions.
- 23. I agree that I will not register any URL (or email address) with any Internet Domain Registration Authority or ISP that contains the terms k-power or kpower or any variation on these terms without the written permission of a K-Power<sup>®</sup> Director.
- 24. I agree to abide by the Instructor Agreement of K-Power® and understand that if I do not, my Agreement will be terminated immediately.
- 25. No amendments may be made to this agreement except in writing on this contract and signed by both parties.
- 26. I have obtained an Adult Teaching Certificate where required by my Country, Province or State legislation before teaching adult learners (e.g. Cert. in Adult Education & Teaching in NZ and TAA or TAE in Australia).

### **Good Name and Reputation**

27. The K-Power® Instructor shall not engage in any practice, conduct or activity which shall in any way reflect adversely upon the good name, reputation and status of K-Power® in the location where the Faculty Member is offering their services.

#### **Default**

28. In the event that K-Power® shall be satisfied in itself that the Instructor is in breach or engaging in conduct which in any way in the opinion of K-Power® shall expose it to the risk of being held in disrepute or is in breach of the member's duties and obligations this Agreement shall be terminable at the option of K-Power® without notice. The K-Power® Instructor shall have no entitlement to damages for such termination.



## Jurisdiction.

29. This agreement is and shall be governed by the laws of New Zealand and any or all disputes or claims shall be settled and dealt with in the jurisdiction of the High Court of New Zealand.

EXECUTED by the parties the date and year hereinbefore mentioned

SIGNED by

(K-Power® Health & Fitness, PKP International Ltd.)

In signing this document I acknowledge that I have read, understand, and agree to abide by the K-Power® Standards Information and Guidelines for Instructors that form the background to this document.

SIGNED by

	(K-Power® Instructor)
Full Name:	
Postal Address:	
Phone:	Email:

Return to:

K-Power® Instructor Contracts P O Box 25-162 St Heliers, Auckland 1740 New Zealand.

Email: admin@icpkp.com Phone: 64-9-521-9034

**WITNESS** 

Print name and address of witness below



# Appendix 1 - List of K-Power® Workshops

K-Power® Workshops	Name	is eligible to teach.	
1. K-Power® Stress Ma	anagement Series		
Stress Release Made I	•		
1st Attendance:	2nd Attendance:	: H/W:	H/W:
Your DNA Is Not Your			
1st Attendance:	2nd Attendance:	: H/W:	H/W:
	ntals and Muscle Testing Bas		
1st Attendance:	2nd Attendance:	: H/W:	H/W:
Mastery of Emotiona	l Stress Release		
1st Attendance:	2nd Attendance:	: H/W:	H/W:
Overcoming Co-depe	ndency		
1st Attendance:	2nd Attendance:	H/W:	H/W:
3rd Attendance:	H/W:		
2. K-Power® for Manua	al Therapists Series		
	ntals and Muscle Testing Bas	ics for Manual Therapists	
	2nd Attendance:	-	H/W:
Core Muscles and Tec			
	2nd Attendance:	H/W:	H/W:
The Shoulder / Arm P			
1st Attendance:	2nd Attendance:	H/W:	H/W:
The Elbow, Wrist and			
1st Attendance:	2nd Attendance:	: H/W:	H/W:
The Hip / Thigh Proto	col		
1st Attendance:	2nd Attendance:	: H/W:	H/W:
The Knee, Ankle and I	Foot Protocol		
1st Attendance:	2nd Attendance:	: H/W:	H/W:
The Neck, Head and J	aw Protocol		
1st Attendance:	2nd Attendance:	H/W:	H/W:
3. K-Power® Personolo	ogy - Instinctual Behavio	ur Series	
Your Face is Talking To	•		
•	2nd Attendance:	H/W:	H/W:
Your Face is Talking A			
	2nd Attendance:	H/W:	H/W:
4. K-Power® Vibration			
	ar Eriergy Series ife and Living - Flower Essen	ncas	
•	and Living - Flower Essen		<b>Ц/\</b> \/.
		П/ W	11/ ٧٧
5. Other K-Power® Wo	•		
Tibetan Energy and V	•		
1st Attendance:	2nd Attendance:	H/W:	H/W:



## Appendix 2 - Guidelines for K-Power® Instuctors

- 1. Obtain any required Adult Teaching Certificate necessary in your country before applying for instructor status, eg. CAT (Cert. in Adult Teaching).
- 2. Be equal and impartial with each student.
- 3. Get the full contact details of every student before the class starts or at the latest on day one.
- 4. Encourage students to sit in different places each day.
- 5. Have student change partners for every technique.
- 6. Make certain that no one person 'hogs' the whole workout time in any session.
- 7. Make sure no one student avoids being worked on, choosing to always be the practitioner.
- 8. Utilize the 'Challenges to Authority' skills in managing your class.
- 9. Notice if one person constantly lags behind when choosing partners. Talk to them. Put in place a sorting process. eg names in a hat.
- 10. If odd numbers in class, have the class 'demo' person be the 3rd member of a group. Do not allow the same people to make up the 3s.
- 11. Do not partner with someone in workout time.
- 12. Keep yourself available to walk around, observe, offer input but not assist.
- 13. Make time for feedback, questions, clarification. Clear confusion by re-teaching or re-demo-ing if necessary. Have good results shared. Just 2 or 3 each time.
- 14. Tell them they will all get a chance to be a class demo volunteer. Do not allow the same person up twice until everyone has had a turn.
- 15. Discuss confidentiality with the class. This is personal, real stuff that people are sharing. It must **not** go out of the classroom. It must **not** be recorded on a camera, video, tape recorder, mobile phone or other device.
- 16. Start class with house-keeping info and do IDs and introductions at the beginning of class. Overview the workshop so people know what to expect, how it will run.
- 17. At the end of each day or session sumarize and do a 'closing circle' with feedback or personal 'AHAs' for class.
- 18. Hand out certificates at the final 'circle'. Know the date of your next seminar. Hand out advertising material. Invite people to repeat, especially if they want to become an instructor. Explain the requirements for being a instructor to prospective candidates.
- 19. Follow up every class with emails for the next workshop and an invitation for them to get together socially after 3 or 4 weeks. (Create class spirit.)
- 20. Have fun. Keep up the pace. Keep the 'Wow' factor high. Make friends, make money and create an environment of wholeness as people learn and facilitate others to exercise the power of choice to effect positive change in their lives.