



**CERTIFIED AWAKENING JOY® INSTRUCTOR
NONDISCLOSURE AND LICENSE AGREEMENT**

This Nondisclosure and License Agreement (the “Agreement”) is entered into and is effective as of the first date of signature below, by and between James Baraz dba Awakening Joy (“Baraz”), and the “Instructor” identified below.

Instructor has successfully completed the Awakening Joy Teacher Training program (the “Training”) and has become an authorized Certified Awakening Joy Instructor. During the course of the Training, Baraz shared with Instructor course materials Baraz has developed for past and future iterations of his Awakening Joy course, and additional materials and information developed specifically for the Awakening Joy Teacher Training program, including for example written materials, audio and video recordings, in-person and live interactive training sessions, all of which Baraz deems to be proprietary, and which have been disclosed to Instructor for the purpose of providing the Training and preparing Instructor to teach Awakening Joy courses (collectively, the “AJ Proprietary Information”).

In consideration of receiving the Training, the promises and agreements set forth herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. *Nondisclosure of AJ Proprietary Information.* The Awakening Joy course materials are protected by U.S. copyright registrations. Instructor acknowledges that it is important to the integrity of the Awakening Joy course that course materials are offered in the context of participating in the Awakening Joy course as it has been developed and taught to Instructor. Accordingly, Instructor agrees not to disclose, publish, or disseminate AJ Proprietary Information to anyone other than participants in authorized Awakening Joy courses taught by Instructor (as described in paragraph 4 below), and Instructor agrees to take reasonable precautions to prevent any unauthorized use, disclosure, publication or dissemination of AJ Proprietary Information. Instructor agree not to use AJ Proprietary Information otherwise for Instructor’s own or any third party’s benefit without the prior, written approval of Baraz in each instance.
2. *Awakening Joy Trademarks.* The AWAKENING JOY® name is a U.S. registered trademark. The Awakening Joy name, logotype, website design, and imagery comprising the Awakening Joy website and materials (collectively, “AJ Marks”), are

the exclusive trademarks and trade dress of the Baraz dba the Awakening Joy program. Except as set forth below with respect to Instructor's authorized Awakening Joy Courses, Instructor agrees not to reproduce, display, or otherwise use the AJ Marks for Instructor's own or any third party's benefit without the prior, written approval of Baraz in each instance.

3. *Ownership.* All AJ Proprietary Information and AJ Marks, and any Derivatives thereof, whether created by Instructor, Baraz, or others authorized by Baraz, remains the sole property of Baraz, and no license or other rights to them is granted or implied except as stated herein. For purposes of this agreement, "Derivatives" shall mean: (a) for copyrightable or copyrighted material, a translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted; (b) for patentable or patented material, any improvement thereon; (c) for trademarks or trade dress, any confusingly similar marks; (d) for material which is protected by trade secret, any new material derived from such existing trade secret material; for (e) works of authorship not fixed in any tangible medium, any ideas or concepts derived therefrom, whether or not fixed in any tangible medium. To the extent Instructor authors or contributes to any Derivatives, Instructor hereby assigns to Baraz all right, title and interest, including copyright, in and to such Derivatives. Derivatives may be utilized in authorized Awakening Joy Courses or otherwise only upon Baraz's prior written approval in each instance.

Instructor agrees nothing herein shall give to her/him any right, title or interest in the AJ Proprietary Information or AJ Marks, except the right to use them in accordance with the terms of this Agreement, that the AJ Proprietary Information and AJ Marks are the sole property of Baraz, and that any and all uses thereof by Instructor inure to the benefit of Baraz. During the term of this Agreement and thereafter, Instructor shall not contest or otherwise challenge or attack Baraz's rights in the AJ Proprietary Information or AJ Marks or the validity of the license granted herein. Instructor shall not directly or indirectly obtain or attempt to obtain at any time any right, title or interest by registration or otherwise in the AJ Proprietary Information, Derivatives, the AJ Marks, or any other name or similar terms.

4. *License.* Subject to the terms and conditions of this Agreement, Instructor is hereby granted a fully paid-up, nonexclusive, worldwide, non-transferable, limited license to reproduce, distribute, adapt and perform certain Awakening Joy course materials and to use certain of the AJ Marks solely in connection with teaching the Awakening Joy course: (a) through live, in-person group meetings, and (b) to participants who sign up for in-person group participation, through private face-to-face technologies such as FaceTime or Skype (collectively, "authorized Awakening Joy Courses"). Instructor may NOT offer Awakening Joy courses or distribute or display Awakening Joy course materials online.

The specific materials and marks that may be used for Instructor's authorized Awakening Joy Courses will be identified during the Training and thereafter from time to time by Baraz. Future materials available for use in authorized Awakening Joy Courses will be distributed to Instructor as they become available.

5. *Reservation of Rights.* Instructor acknowledges and agrees that she/he is not permitted to offer Awakening Joy courses to the general public through online venues, including interactive online courses or apps. All rights not licensed herein are reserved to and remain the sole property of Baraz. Instructor shall not use the AJ Marks or any other similar terms in connection with any goods or services other than the authorized Awakening Joy Courses.
6. *Proprietary Notices.* Instructor agrees to include on all course materials reproduced, displayed, adapted, or distributed to participants in authorized Awakening Joy Courses the following notice:

© 2018 James Baraz. All rights reserved. Awakening Joy® is a registered trademark. These materials are provided for your personal use only. They may not be reproduced, shared online, or otherwise distributed to anyone else.

7. *Quality.* The quality of Instructor's authorized Awakening Joy Courses and all course materials and promotional materials relating thereto shall be of a high quality of content and design consistent with the quality of Baraz's current Awakening Joy courses and materials. Authorized Awakening Joy Courses may not be represented as offered by any other institution or organization. Except for providing the Instructor's name, and/or, with Baraz's prior written approval, indicating the name of an institution with which Instructor is affiliated, Instructor shall not use the AJ Proprietary Information or AJ Marks in association with any other names or marks. Upon Instructor's first offering of an authorized Awakening Joy Course, and each significant revision thereafter, Instructor shall provide Baraz with samples of any materials comprising course content and marketing materials created by Instructor. Absent written notice from Baraz within thirty (30) days thereafter, Baraz's approval shall be deemed given. If Baraz disapproves of any such content or materials, Instructor shall work with Baraz in good faith to revise them to comply with the quality standard.
8. *Course Fees.* Instructor may, at her/his discretion, charge fees in any reasonable amount, or not charge fees, to participants in authorized Awakening Joy Courses, without obligation to share any income from such fees with Baraz.
9. *Sublicenses/Assignment.* Instructor may sublicense the right to reproduce or display the AJ Marks only as necessary for marketing and promoting the authorized Awakening Joy Courses. Instructor may not assign or sublicense the rights granted herein to the AJ Proprietary Information or the AJ Marks to any other entity or for any other purpose without the prior written consent of Baraz in each instance.
10. *Baraz Warranties.* (a) All AJ Proprietary information is provided "As Is," and without any warranty, express or implied, as to its accuracy or completeness. (b) Baraz warrants, to the best of his knowledge, that the AJ Marks do not infringe the trademark or trade dress rights of any third party.
11. *Instructor Warranties.* Instructor hereby warrants that (a) all Derivatives, course

content and materials, and other intellectual property developed by Instructor for use in connection with Awakening Joy courses shall be original to Instructor, and to the best of Instructor's knowledge, shall not infringe the copyright, trade dress, patent, trade secret, or other property rights of any third party; (b) Instructor will not at any time transfer to any person or entity any copyright, trade dress or trademark rights or interests in the AJ Proprietary Information or AJ Marks; and (c) Instructor shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the provision, distribution and advertising of the authorized Awakening Joy Courses.

12. *Third Party Infringement.* Instructor shall notify Baraz of any third party infringements of the AJ Proprietary Information or AJ Marks that comes to her/his attention. Baraz shall have the right and authority to prosecute infringements by third parties which he, in his sole discretion, deems appropriate, and Baraz shall bear all costs and expenses and receive all awards and recoveries with respect to such action. The parties agree to cooperate fully with each other in the prosecution of any infringement action and/or claim.
13. *Term.* The Initial Term of this Agreement shall commence on the Effective Date and continue for two (2) years thereafter. This Agreement shall be automatically renewed for additional successive two-year terms unless either party provides notice of termination at least thirty (30) days before the end of the then current term.
14. *Termination.* (a) Instructor may terminate this Agreement at any time at Instructor's discretion. (b) Baraz may terminate this Agreement for material breach, including without limitation failure to comply with the quality standard, by thirty (30) days written notice to Instructor, provided that during the thirty (30) day period Instructor fails to cure the breach. Upon any termination or expiration of this Agreement, Instructor will not make any further use of the AJ Proprietary Information or the AJ Marks.
15. *Return of Materials.* Upon termination or expiration of this Agreement, Instructor will return to Baraz all materials, prototypes, documents, records and copies thereof comprising or containing AJ Proprietary Information, Derivatives, and AJ Marks. For purposes of this Paragraph 15, the term "materials" includes all information fixed in any tangible medium of expression, in whatever form or format.
16. *Notices.* All notices required or permitted under this Agreement shall be given in writing and delivered by personal service, registered or certified mail, courier, or email, at the addresses set forth below, unless notification of a change of address is given in writing, and shall be deemed given upon confirmation of receipt.
17. *Waiver / Modification.* Failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances. No modification of any of the terms of this Agreement shall be valid unless evidenced by a writing signed by both

parties.

18. *Interpretation.* Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. The paragraph headings are inserted only for purpose of reference. Such captions shall not affect the scope, meaning or intent of the provisions of this Agreement nor shall such headings otherwise be given any legal effect.
19. *Governing Law.* The formation, construction and performance of this Agreement shall be construed in accordance with the laws of the state of California without regard to its laws and rules regarding conflicts of law. Any litigation arising from this Agreement shall be brought in state or federal court, as appropriate, within the Northern District of California. Instructor acknowledges that Baraz will have no adequate remedy at law in the event Instructor uses the AJ Proprietary Information or AJ Marks in any way not permitted hereunder, and hereby agrees that Baraz shall be entitled to equitable relief by way of temporary and permanent injunction, and such other and further relief at law or equity as any arbitrator or court of competent jurisdiction may deem just and proper, in addition to any and all other remedies provided for herein. Any disputes pertaining to or arising under this Agreement shall be submitted for mediation, or by mutual agreement of the parties for binding arbitration, to the Arts Arbitration and Mediation Services of California Lawyers for the Arts. The prevailing party in any dispute resolved by binding arbitration or litigation shall be entitled to recover its attorneys fees and costs.
20. *Integration.* This Agreement constitutes the entire understanding of the parties hereto on the subject matter herein contained, and supersedes and merges all prior and contemporaneous agreements understandings and discussions between the parties relating to the subject matter of this Agreement.

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Agreement.

James Baraz dba Awakening Joy
661 Neilson St / Berkeley, CA / 94707
baraz415@gmail.com

Date _____

I understand and agree to all of the above:

[Instructor signature]
Instructor Name _____
Company and Instructor Title _____
Address _____
Email _____

Date _____