



CERTIFIED TEACHER AGREEMENT

Between

Nangten Menlang International (NMI)

and

The certified teacher of
Tulku Lobsang Rinpoche's Method (certified teacher)

I. Introduction

NMI is very happy that you have decided to spread the precious methods of Tulku Lobsang Rinpoche's lineage by becoming a certified teacher. Tulku Lobsang Rinpoche has invested great effort to create an education system that gives teachers the opportunity to share these methods with the world while also respecting and preserving the quality and lineage of the methods.

In order to preserve the authenticity and high-quality instruction of Tulku Lobsang Rinpoche's methods, it is necessary to clearly define in this Agreement the different rules applicable to certified teachers and to NMI.

The goal of this Agreement is to help teachers understand what it means to be a certified teacher of a Tulku Lobsang "Method," and what are the rights and responsibilities of the certified teachers and of NMI.

II. Your Benefits

Certified teachers receive four main benefits to help them succeed:

1. An official certificate confirming your certification, and permission to teach the specified Methods.
2. Access to and permission to use the Licensed Material of NMI, including logos, advertising materials, teaching handouts, and certain images and graphics.
3. The possibility to promote yourself on NMI's Method website, where interested people can search for certified teachers.
4. Ongoing support, information, and updates.

III. Validity

To help certified teachers maintain their best quality in the Methods and to stay updated on any changes, the teacher certification needs to be renewed. Teachers need to renew 2 years after the first certification, and then again every 4 years after each renewal. For renewal, certified teachers must pass the renewal exam given at a Teacher Certification Renewal event.

In certain circumstances, NMI may be able to give an extension of the renewal date. To request an extension, simply email the NMI Education Administration at office@lujong.org before the current certification expires. The email should include the reason why the teacher is requesting the renewal extension. NMI will do its best to respond quickly to extension requests.

As the program evolves, it is possible that the renewal requirements can change from time to time. Changes might be necessary for many reasons, such as to provide a better opportunity to receive teaching with Tulku Lobsang Rinpoche, or to improve the examination process. NMI will inform the certified teachers about any changes as soon as possible.

Certified teachers can also choose to go on "Inactive" status if they cannot make a renewal after being given an extension, or if they simply want to take a break from teaching. "Inactive" status means that you are not allowed to teach the Method during that time, but you keep your certification. If an Inactive teacher later wants to teach again, he or she can return to "Active" status after meeting certain conditions. The conditions will depend on how long the teacher stayed inactive and will be explained when the certified teacher emails the NMI Education Administration requesting to return to Active status.

In serious cases or after a first notice, NMI has the right to cancel the validity of the teacher certification if the certified teacher does not respect the present Agreement and NMI's policies. Policies might change from time to time, but NMI will give the certified teachers sufficient written notice of changes and time to adapt.

IV. Teaching Policies

In order to preserve the authentic nature of the Methods and to honor the integrity of Tulku Lobsang Rinpoche and his lineage, the following policies apply to all certified teachers when they teach:

1. It is ok to teach a Method of Tulku Lobsang Rinpoche as long as the teacher certification is valid for that Method and the teacher is not "Inactive".
2. The manner and location of teaching chosen by the certified teacher should respect Tulku Lobsang's Method and lineage. It is not allowed to teach in a way that goes against the values promoted by Rinpoche or Tibetan Buddhism.
3. It is not ok to change any movements of the Method, or to mix them with other techniques, or to incorporate them as part of other techniques. This means that when teaching the Method (or any part of it), it must be promoted and taught as a completely separate class.
 - a. For example, the Method can be taught back-to-back with other classes or techniques offered at the teacher's studio. It can also be included as one class segment in a longer workshop where other techniques are also taught. But in these cases, the Method must be separately identified in the class name and advertisements, and must be taught independently from the other techniques.
 - b. For example, certified teachers could offer a workshop called "Lu Jong 5 Elements and Pilates", in which they first teach the Lu Jong 5 Elements as a complete segment, and when finished, teach the Pilates as a separate segment.
 - c. They must not teach a class called "Lu Jong Pilates" in which they mix or integrate some Lu Jong movements and some Pilates movements together. They also must not offer a class that is called only "Pilates" but then teach the 5 Elements. So if a teacher is teaching the Method as part of the class, then the Method must be in the class name.

4. The manner of teaching and advertising classes should respect the trademarks, copyrights and other property of NMI and Tulku Lobsang Rinpoche.
5. Co-Teaching: Certified teachers can let a student who is currently enrolled in an Education for the Method assist the teacher in a class. They would be considered "student teachers". It is also ok to have non-student "guest teachers" join in teaching a class as long as they are not teaching the Method, but teaching something else. For example, a guest teacher can be a physiotherapist invited to explain what the muscles are doing from a western medicine perspective.
6. Please represent Tulku Lobsang, NMI, and the Methods in a respectful manner. Do not denigrate or harm the good reputation of Tulku Lobsang Rinpoche, the Methods, NMI, its employees or services, which harm will be determined by NMI in its sole discretion.

V. Licensed Material Policies

In order to help teachers promote and support their teachings, NMI has created some "Licensed Material" that certified teachers can use to advertise and promote their classes. The license provided to the certified teachers is limited and is not transferable.

The content of the Licensed Material is owned entirely by NMI and can be changed at any time. The Licensed Material includes selected logos, images or drawings, Method promotional materials, official texts, and official teaching materials including manuals and handouts. The current Licensed Material, excluding the Teacher's Manual, is available to certified teachers to download from the NMI website.

The Licensed Material does not include the NMI logo or name, or any non-licensed materials (unless special written permission is given by NMI).

Important note: the Licensed Material changes from time to time. Sometimes NMI removes images or updates texts. When this happens, NMI will inform the certified teachers, and request that they stop using any of the discontinued materials.

In order to preserve the goodwill and reputation of Tulku Lobsang Rinpoche and the Methods, the following rules apply to using the Licensed Material:

1. Use the Licensed Material to advertise and promote yourself as a certified teacher of the Method, and for teaching the Method.
2. It is ok to put the Licensed Material, (excluding the manuals and handouts), wherever the teacher wants, except not on merchandise. This means teachers can put the licensed logos and images on a website, in print advertisements, or on social media, as long as they don't make any changes to the Licensed Material. In the past, we limited the locations of where teachers could put the logos on their websites, but we have now relaxed that rule.
3. Images/drawings: use anywhere you want, except not on merchandise.
4. Official Method flyer/postcard and official texts: please use them as provided.
5. Teaching Materials, such as manuals and handouts can only be used for teaching the Method. Please do not make, share, or publish copies of the manual.

6. The following uses of the Licensed Material are not permitted:
- a. It is not ok to use the Licensed Material, or any part of it, on any merchandise or products for selling, advertising, or giving away for free. For example, the licensed logos and trademarks cannot be used on t-shirts, books, bags, water bottles, or yoga mats.
 - b. Do not put any part of the Licensed Material on personal clothing and then wear that clothing in any advertisements or videos. However, any clothing sold officially by NMI that already has a Method logo on it is ok to wear.
 - c. Teachers should not change the Licensed Material in any way, or try to copy the logos or trademark names, or include any part of them into their own design or logo. For example, do not create a name for yourself called "Jane's Tog Chöd". For more information about the proper ways to use the Licensed Material, please visit our FAQ page at www.tulkulobsang.org.
 - d. Please do not use any old versions of the Method logos that are not part of the current Licensed Material.
 - e. Teachers should not use the Licensed Material in any way that may harm or negatively affect the reputation of Tulku Lobsang Rinpoche, NMI, or any Method.
7. When using the Licensed Material, please identify it as licensed by NMI. For example:
- a. When using only the Licensed Images, include this copyright notice: "(The Tulku Lobsang image, drawing, calligraphy, . . .) is a licensed copyright of Nangten Menlang International." This statement is not required if the image already includes a copyright notice, such as: ©2017 Nangten Menlang International.
 - b. When using only the Logos or the Method name, include this notice: "The (Method) logo (or name) is a licensed trademark of Nangten Menlang International."
 - c. When using both types (images and logos), you can combine the statements into one: "(The Tulku Lobsang image, drawing, calligraphy, . . .) and the (Method) logo are licensed copyrights and/or trademarks of Nangten Menlang International."

VI. Certified Teacher legal status and responsibility

This Agreement regulates the certification as a teacher of one or more Tulku Lobsang Methods. This Agreement does not create a partnership, joint venture, agency, or employment relationship between the certified teacher and NMI. The certified teachers' classes and all related activities are their own responsibility and are organized completely independently of NMI and Tulku Lobsang Rinpoche. Neither NMI nor Tulku Lobsang Rinpoche has any responsibility with respect to the classes or teaching activities of the certified teachers. NMI and its officers, directors, employees, agents, volunteers, assignees, and affiliates are therefore not liable for any damages, losses, injuries, judgments, awards, and attorneys' fees and expenses arising out of or relating to any of the certified teacher's classes in the Methods or any other actions by the certified teacher. NMI recommends that the certified teacher purchase professional insurance for their activities as a certified teacher.

VII. Terminating the teacher certification

The certified teachers have the right to terminate this Agreement and to end their certification at any time. To do so, the teacher must simply send a written notice (by email or post) to the NMI Education Administration office expressing the wish to terminate the certification and to stop being a certified teacher.

NMI also has the right to terminate this Agreement and a teacher certification at any time, for any of the following reasons:

1. The teacher's certification is no longer valid because it was not renewed on time and no extension was granted by NMI; or
2. In serious cases or after a written warning, if the certified teacher does not respect or follow this Agreement or NMI's policies, including changes to those policies about which the teacher has been informed.

VIII. After termination

When this Agreement and the teacher certification are terminated, he or she has no further permission to teach the Methods. In that case, the certified teacher agrees to immediately:

1. Stop all teaching activities relating to the Methods; and
2. Stop using and return or delete all Licensed Material and remove or delete all teaching advertisements relating to the Methods.

IX. Jurisdiction

This Agreement is governed exclusively by Austrian law, without reference to national standards or conflicts of law. This Agreement shall be deemed entered into in Vienna, Austria 1010 and courts in Vienna, Austria 1010 shall have exclusive jurisdiction to hear any disputes relating to this contract. In the event of any dispute arising out of or relating to this Agreement both parties voluntarily submit to the personal jurisdiction of the Courts of Vienna, Austria and waive any other jurisdiction to which they may have the right to bring the dispute.

X. Certified Methods

Subject to the terms of this Agreement, the undersigned individual is certified to teach any Methods for which the teacher has a valid Teacher Certificate from NMI according to NMI's official records. (Note: The Teacher Certificate may be issued after the teacher signs this Agreement, in which case this Agreement is not effective until the Certificate is issued.)

If the teacher's records are different from NMI's official records, NMI will make a reasonable effort to resolve the conflict, but NMI's official records are presumed to be correct.

XI. Signature

This Agreement begins once it is signed by both parties and once the Certified Teacher has received a valid Teacher Certificate from NMI in the applicable Method. This Agreement can be signed in counterparts, and digital copies are accepted as originals. By signing, you confirm that you are authorized to enter into this Agreement and that you agree to its terms.

CERTIFIED TEACHER (please neatly fill in the information below and sign)

Date:	
First Name:	
Last Name:	
Email:	
City & Country:	
Signature:	

NANGTEN MENLANG INTERNATIONAL

Address: Nangten Menlang International
Grosse Pfarrgasse 3 / 3
1020 Vienna
Austria
Attn: NMI Education Administration
Email: office@lujong.org