

# Neurological Networks Facilitator Licensee Agreement

This Neurological Networks Facilitator License allows the holder to deliver and facilitate 'practice sessions' for those participants who require more hands-on experience, and or, for groups of participants already associated to the Facilitator.

This Neurological Networks Facilitator License serves as a mutual recognition of, those who have participated in Adaptive Immunity – Facilitator.

This Neurological Networks License qualifies those who wish to facilitate others to become more proficient in doing the protocols found in Adaptive Immunity and Immune Boost Courses.

We have a need to maintain a minimum and consistent standard of delivery, and to this end, this License endorses the delivery of Neurological Networks' Adaptive Immunity and Immune Boost materials.

The Facilitator Licensee will have access to materials and training that other participants will not have and be able to acquire extra course related materials or accessories, to assist in the practice sessions.

The promotion and practice of protocols or modules are the responsibility of the Facilitator and may be advertised and/or marketed through Neurological Networks.

This License does not automatically assign an Affiliate Seller position, but we highly recommend the Facilitator becomes an Affiliate for Neurological Networks. This process of becoming a Neurological Networks Affiliate is greatly simplified for Facilitators.

The Neurological Networks Facilitator Licensee agreement will continue to be valid until the expiry date, which is accessible through the Neurological Networks Account Dashboard, is reached and while the following conditions are maintained. Failure to do so may forfeit your permissions with Neurological Networks.

The Neurological Networks Facilitator Licence may be originally purchased by accepting these License terms and buying the Adaptive Immunity course with the Facilitator Add-On option selected, from the store.

The Neurological Networks Facilitator Licence may be renewed by selecting the Renew option of the Facilitator Product on your account Dashboard, Accepting these Licence terms and purchasing the product.

**Neurological Networks (ACN 600 046 651) (Principal)**

and

**(Facilitator/Licensee)**

**Background:**

- A. The Principal has asked the Facilitator/Licensee to provide the Services as the Agreement prescribes.
- B. The Facilitator/Licensee has agreed to provide the Services on the terms as set out in this Agreement.

**The Parties agree as follows:**

**1. References**

All references to or by the Facilitation/License and content is to Neurological Networks (NN)

No non NN material to be used in the Facilitation/Licensing process.

No existing material from the Principal can be altered or changed without written permission from the Principal.

Any and all changes must be requested and authorized by the Principal.

**2. Delivery**

Facilitation must follow the directives given in the training for facilitators.

Delivery times structure is to suit the licensee/facilitator and notice provided to the Principal.

Only the content relevant to the modules to be delivered.

All session schedules by the Facilitator/Licensee to be sent to The Principal for promotion must be provided two weeks before scheduled dates.

**3. Fees**

Fees are to be no less than the minimum stated by the Principal for that facilitation.

Where commissions are due to be paid to the Principal, the payment must be within two working weeks from date of facilitation or earlier.

The fee for the License itself must be paid in full (as agreed) before commencing any Facilitation/ Licensed activity.

#### **4. Promotion**

All promotion for the Facilitation/License is to reference the source as the Principal.

Promotion may take any reasonable form so long as it does not degrade the standing of the Principal or the Facilitator/Licensee or the content.

Costs for promotions are solely the responsibility of the Facilitator/Licensee.

The Principal will not be held responsible for litigation or conflict as a consequence of any promotion by the Facilitator/Licensee.

The Principal will not be held responsible for any expenses or debts of the Facilitator/Licensee unless with previous written agreement with the Principal.

The Facilitator/Licensee must not rename or repurpose the content of the training.

The Facilitator/Licensee agrees that the Principal can refer clients to the Facilitator/Licensee at their discretion.

The Facilitator/Licensee agrees to notify the Principal of all promotion activity and session dates and address details.

The Facilitator/Licensee agrees to supply current contact information to the Principal and immediately notify the Principal of any changes of same.

#### **5. Delivery**

The procedure for delivery will be maintained by the Facilitator/Licensee in line with the guidelines given to them in their Facilitator training.

A duty of care is to be provided to clients who utilise the services of the Facilitator/Licensee. Duty of care means the Facilitator must confirm that the clients are ready, willing and have no impedance to them completing the session training. In the case where they have a reaction or aggravation of some existing condition the client must first stop the module they are practicing.

Where there is any discrepancy, confusion conflict or need for clarification contact with the Principal must be made immediately.

All pictures and promotional material must include logos.

Permission for any material must be provided before being used.

#### **6. No assignment**

The Facilitator/Licensee may not assign this agreement without the written consent of the Principal.

## **7. Waiver**

No waiver of any rights under this agreement or of any breach of this agreement will be effective unless the waiver is in writing and signed by the party giving the waiver. No waiver of any such right or breach will be deemed a waiver of any other or subsequent breach.

## **8. Confidential information**

Both during and after the Facilitator/Licensee engagement under this agreement, they must not directly or indirectly use, disclose, transmit, copy or remove any Confidential Information, except:

- (a) in the proper performance of the Services and for the benefit of the Principal;
- (b) as required by law; or
- (c) with our prior written consent.

**“Confidential Information”** means all information that the Facilitator /licensee becomes aware of in the course of providing the Services that is not generally known in the public domain (unless it came into the public domain as a result of a breach of the Facilitator/Licensee obligations). This includes but is not limited to:

- (a) information that would be of commercial value to any competitor of the Principal or that, if disclosed, could cause harm to the Principal’s business;
- (b) information about the Principal’s plans, strategies, goals or business opportunities;
- (c) financial information, performance or profitability reports, budgets, price lists, margins, costings and marketing strategies;
- (d) information about any of the Principal’s current or future products or services;
- (e) information about the Principal’s clients or suppliers, including client databases and lists of clients or suppliers and their contact details or requirements;
- (f) information about the Principal’s directors, employees, Facilitator/Licensee or agents, including wages or salary information;
- (g) documents and other records, whether electronic or otherwise, incorporating any of the information set out above.

## **Intellectual property**

The Facilitator/Licensee assigns to the Principal all existing and future Intellectual Property Rights in anything created or generated by the Facilitator/Licensee:

- (a) in the course of or in connection with providing the Services;
- (b) using any of the Principal's property, computer systems, resources or Confidential Information,

whether created or generated by the Facilitator/Licensee alone or with any other people and whether created or generated before or after this agreement was entered into ("**Works**"). "**Works**" includes any invention, discovery, idea, trade-secret, design, development, advertising slogan, concept, process, computer program, software, technique, improvement, method or related know-how.

In this Agreement "Intellectual Property Rights" means all intellectual property rights around the world and includes all patents, design rights, trademarks, service marks and copyrights, and any application or right to apply for registration of an intellectual property right.

As far as the Facilitator/Licensee is lawfully able to, the Facilitator/Licensee waives all moral rights they have in respect of any Work. Moral rights include the right not to have a work subjected to derogatory treatment, the right of attribution of authorship of a work, the right not to have authorship of the work falsely attributed and any other similar right capable of protection. The Facilitator/Licensee consent to all acts or omissions by the Principal, or persons authorised by the Principal or its successors or assignees, which would otherwise infringe those moral rights.

## **9. Entire Agreement**

This Agreement is the entire agreement between the parties in relation to the engagement of the Facilitator/Licensee by the Principal. It supersedes any prior understanding or agreement between the parties, as well as any representation or warranty made or given in relation to the engagement. The Facilitator/Licensee warrants that it has not relied on any representations in entering into this agreement other than what is set out in this agreement.

## **10. Changes to this Agreement**

This Agreement can only be changed if the parties agree to change it in writing.

## **11. Applicable law**

This Agreement is governed by the law of the State or territory at the location where this Agreement was executed.

By Clicking accepting the facilitator licence you are bound by the terms and conditions contained by this Neurological Networks Facilitator Licence agreement.