


BODY-MIND CENTERING®

association, inc.

PROFESSIONAL ORGANIZATION SUBLICENSE AGREEMENT

THIS AGREEMENT, dated as of the 12 day of February, 2020, 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 592, Charlottesville, Virginia 222902 (“*Licensor*”) and Association des Professionnels de Body-Mind Centering in France, a non-profit professional organization having its principal offices at 9 ter rue des lois, Toulouse, France, 31000 (“*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 (i) “BODY-MIND CENTERING” and (ii) “BMC” and (iii)  Body-Mind CENTERING, 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 nonprofit professional organization (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*” and/or “*International Service Mark Style Guide*”, as applicable, 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.



Body-Mind CENTERINGSM

Body-Mind Centering® is a registered service mark and  Body-Mind CENTERING® and BMCSM are service marks of Bonnie Bainbridge Cohen, used with permission.

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 the first anniversary of Licensee’s 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 purpose 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 Schedule 1 hereto (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 its status as a nonprofit professional organization in Good Standing (as defined in the “*Good Standing Guidelines for Professional Organizations*” (“***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 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 and the International Service Mark Style Guide.

(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 Rights 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 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 any 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 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 representative 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: Marila Vellozo

Name: Marila Vellozo
Title: BMCA Board of Directors President/Chair

Association des Professionnels du Body-Mind Centering® en France

Sophie Centenero

Licensee
(printed name)

Name : Sophie Centenero
Title : APBF Board of directors coordinator
Appointed by the bord of directors

GOOD STANDING GUIDELINES for Professional Organizations

Introduction


Summary of Requirements for Professional Member Good Standing in BMCA

What are the terms which have a service mark?

Do I have to get my marketing materials approved?

What if I have other questions?

Introduction

Bonnie Bainbridge Cohen, owner of the  Body-Mind CENTERING®, Body-Mind Centering, and BMC service marks (the “Marks”), has granted The Body-Mind Centering® Association, Inc. (“BMCA”) a license to administer the status of the Body-Mind Centering profession, to manage the use of the Marks by authorized organizations and to implement relevant standards for use of the Marks. BMCA membership is one of several elements which support BMCSM authorized organizations in their work. All organization members need to follow the official guidelines for the proper use of the Marks. If you are unclear about what you will need to do to maintain your good standing, please read the information below.

Summary of Requirements for Professional Organization Members Good Standing in BMCA:

- **Non-profit status:** The organization must maintain their non-profit status bound by the laws of where their organization physically resides.
- **Board of Directors:** The organizations board of directors must be comprised of BMCA professional members only.
- **Reporting:** The organization must provide an annual report at the end of each fiscal year as well as balance sheets twice per year by June 30 and December 31.
- **Mark and Logo usage:** The organization will monitor their membership to ensure that all professional members are meeting BMCA’s requirements for usage of the mark, logo and Professional Good Standing for members.
- **Fee:** The organization will pay a membership fee of \$220 at the start of each year on January 1. The fee will be pro-rated if the join date is after January 31.
- **Approval of Marketing Materials:** Any marketing materials, such as brochures, flyers, business cards, website pages, or other advertising or promotional materials, must be

approved by BMCA to ensure that they are in compliance with the Guidelines for Use of the Body-Mind Centering Service Marks. This approval process will be simple and quick.

What are the terms which have a service mark?

The ® and SM symbols must be used with the following terms when they appear:



Body-Mind Centering

BMC

See Guidelines for Use of the Body-Mind Centering® Service Marks.

Do I have to get my marketing materials approved?

Yes. All materials must be approved in advance by BMCA, and this need happen only once so long as they stay substantially the same. Any time you develop new marketing materials, these must also be approved in advance. BMCA has a protocol which is designed to promote timely review of your materials. If BMCA requests changes in your marketing materials, your implementation of these changes must be approved before the materials can be used. Further information can be found in Guidelines for Use of the Body-Mind Centering® Service Marks, available on BMCA’s website for BMCA members.

What if I have other questions?

You can contact our BMCA at operations@bmcassociation.org.

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Guidelines for Use of the
BODY-MIND CENTERING® Service Marks

Introduction

- Who May Enter into a Sub-License Agreement to Use the Marks?**
- Who May Not Enter into a Sub-License Agreement to Use the Marks?**
- What Services Do the Service Marks Identify?**
- Chart of Authorized Service Mark Use**
- What Can I Use the Marks On?**
- How Should the Marks Be Used?**
- Trade Mark or Service Mark – Why the Difference?**
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- What If I Have Questions?**
- Examples of Service Marks Usage**


Introduction

The Body-Mind Centering Association, Inc. ("BMCA") is the professional association for Graduates of approved Body-Mind Centering® educational programs ("Graduates"). The 'Marks' are:



- Body-Mind CenteringSM
- Body-Mind Centering®
- BMCSM
- BMC®.

BMCA is a licensee of the Marks and sub-licenses the Marks worldwide on behalf of Bonnie Bainbridge Cohen (the "Markholder"), the founder of Body-Mind Centering and the owner of the Marks.

The Marks listed above may be used only by a BMCA professional member in good standing, consistent with that person's training and the standards set by BMCA, who has entered into a Sub-License agreement with BMCA (a "Sub-License" and the person licensed thereunder, a "Sub-Licensee"). The terms Body-Mind Centering, BMC, and the logo  Body-Mind CENTERING®, may be used only by current Sub-Licensees in accordance with the terms of their Sub-License.

These Guidelines have been prepared to assist Sub-Licensees use the Marks properly and in accordance with the terms of their Sub-License. This information may be changed and updated from time to time. These Guidelines and any updates will appear on BMCA's website at www.bmcassociation.org.

In order to maintain important and exclusive legal rights to the Marks, certain standards of use have to be followed. Proper use will protect the unique identity of our work and help us to achieve the important twin goals of protecting our clients from untrained and unauthorized practitioners and building the reputation of our work. Protecting the Marks is the job of all of us and to the benefit of all of us and our clients.

Only Graduates Who Have Entered into a Sub-License May Use The Marks

Who May Enter into a Sub-License Agreement to Use the Marks?

- Graduates who are BMCA professional members in good standing and who have fulfilled all of BMCA's then current professional membership requirements may be eligible to enter into a Sub-License agreement with BMCA to use the Marks in a manner consistent with the services they are providing.



See BMCA's website at www.bmcassociation.org for membership requirements or contact BMCA for written membership requirements.

Who May Not Enter into a Sub-License Agreement to Use the Marks?

- Graduates who have let their good standing lapse by not maintaining BMCA membership or by not adhering to BMCA's professional membership requirements may not use the Marks to describe their work, even if their work remains unchanged from when they were initially certified or licensed to use the Marks. Such persons may state in their educational background the extent to which they have studied Body-Mind Centering and any educational credentials they received.
- Graduates who for other reasons, at the discretion of BMCA, are not currently qualified to enter into the License Agreement.

What Services Do the Service Marks Identify?

The Mark **Body-Mind Centering** is federally registered in the United States and is also registered in the European Union, Australia, Belgium, Luxembourg, the Netherlands (Benelux), Canada, Denmark, France, Germany, Italy, Japan, Norway, and Switzerland and should be used with the ® symbol in those countries. Please check with BMCA for any country not listed.

The Mark  **Body-Mind CENTERING®** is federally registered in the United States and the European Union and should be used with the ® symbol in those countries. The Mark  **Body-Mind CENTERINGSM** should be used with the superscripted symbol SM in Australia, Canada, Japan, Norway, and Switzerland. Please check with BMCA for any country not listed.

The Mark **BMC** is registered in the European Union and should be used with the ® symbol in the European Union and the superscripted symbol SM (BMCSM) elsewhere. These symbols notify the public that the Mark is associated with the services of the Markholder, BMCA, the School for Body-Mind Centering ("SBMC"), and the Sub-Licensees, and provide the Markholder with certain statutory protections associated with registration.

 **Body-Mind CENTERINGSM**,  **Body-Mind CENTERING®**, **Body-Mind CenteringSM**, **Body-Mind Centering®**, **BMC®**, or **BMCSM** can be used, in accordance with the location requirements described herein, by Sub-Licensees exclusively to identify the services listed below:

Certified Teachers and Certified Practitioners may use the Marks to identify their work in:

- 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/or
- Physical and psychological therapeutic services utilizing movement, touch, voice, and awareness to facilitate physical, mental and development change.

Somatic Movement Educators may use the Marks ONLY to identify their work in:

- 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.
- Somatic Movement Educators are **not authorized** to use the Marks for therapeutic services.


Infant Developmental Movement Educators may use the Marks ONLY to identify their work in:

- Educational services provided in the context of working with infants developing in the normal range.
- Infant Developmental Movement Educators are **not authorized** to use the Marks for therapeutic services.

Graduates of Embodied Anatomy and Yoga and Embodied Developmental Movement and Yoga Programs may use the Marks ONLY to identify their work in:

- For EAY graduates: Educational services provided in the context of the practice and teaching of Embodied Anatomy and Yoga in private practice with individuals and in teaching individuals and groups.
- For EDMY graduates: Educational services provided in the context of the practice and teaching of Embodied Developmental Movement and Yoga in private practice with individuals and in teaching individuals and groups.
- Graduates of Embodied Anatomy and Yoga and Embodied Developmental Movement and Yoga Programs are not authorized to use the Marks for therapeutic services.

Chart of Authorized Service Mark Use

Authorized: Yes or No	Body-Mind Centering	BMC		Can use for educational services	Can use for therapeutic services	Other conditions
CT	Yes	Yes	Yes	Yes	Yes	
CP	Yes	Yes	Yes	Yes	Yes	
SME	Yes	Yes	Yes	Yes	No	
IDME	Yes	Yes	Yes	Yes	No	Services must be in the context of infants developing in the normal range
EAY	Yes	Yes	Yes	Yes	No	Services must be in the context of the practice and teaching of Embodied Anatomy and Yoga
EDMY	Yes	Yes	Yes	Yes	No	Services must be in the context of the practice and teaching of Embodied Anatomy and Yoga

KEY: CT = Certified Teacher; CP = Certified Practitioner; SME = Somatic Movement Educator; IDMY = Infant Development Movement Educator; EAY = Graduate of Embodied Anatomy and Yoga Program; EDMY = Graduate of Embodied Developmental Movement and Yoga Program

What Can I Use The Marks On?

- You can use the Marks on business cards, brochures, flyers, posters, business stationery, gift certificates, signs, webpages and other informational, promotional or advertising materials relating to the services you provide, *after* review and approval of such usage on such materials by BMCA.
- The registration only identifies those services listed above. At the present time, the Marks may not be used on products such as T-shirts, mugs, bumper stickers, or hats without written authorization from BMCA.
- Items or products containing the Marks may not be sold without written permission from BMCA. For information about getting approval for use of the Marks, contact BMCA.

How Should the Service Marks Be Used?


An ® means that a mark has U.S. federal registration and/or national registration in another country and all the associated protections of registration. The SM superscript sign ^(SM) identifies a mark as a service mark and signals that we are claiming rights in the mark based on use. There is a more detailed explanation below, explaining the intricacies of service mark law, but here are some key points to remember.

- Use the ® or SM symbol as listed earlier in this document, depending on your country and according to the Style Guide.
- Use the ® symbol or the SM symbol when the Marks first appear in signs, writings, or other promotional materials. You don't have to use the symbols every time on every page.
- Identify the ownership of the Marks and that you are a licensed user of the Marks in a footnote somewhere, with a statement similar to the following examples:


For the European Union:

 Body-Mind CENTERING[®], Body-Mind Centering[®] and BMC[®] are registered service marks of Bonnie Bainbridge Cohen, used with permission."

For the US:

 Body-Mind CENTERING[®] and Body-Mind Centering[®] are registered service marks and BMCSM is a service mark of Bonnie Bainbridge Cohen, used with permission."

For Japan:

Body-Mind Centering[®] is a registered service mark and  Body-Mind CENTERINGSM and BMCSM are service marks of Bonnie Bainbridge Cohen, used with permission."

- Proper use of the Marks helps prevent the Marks from becoming "generic". If the Marks are used to describe any sort of holistic body work, they will lose their unique identity. For example, you offer somatic work, or body education, or movement or integration work. An appropriate use of the Marks would be "I teach BMC somatic movement therapy," or I offer Body-Mind Centering classes," not "I offer Body-Mind Centering" or "I do BMC". More examples of proper usage appear beginning on page 5 under the heading "Certified Teachers and Certified Practitioners".

Trade Mark or Service Mark – Why the Difference?

- Before a mark receives U.S. federal registration or national registration in another country, a distinction is made between services and goods. Services are identified with a SM and goods are identified with a TM. Once a mark has been registered, the ® mark is used regardless of whether it is to identify a service or a tangible good. Registration is generally a long review process. When it results in the coveted registration, the mark owner gains both exclusive rights to use that mark in specific areas of commerce and responsibilities to protect that mark. “Body-Mind Centering” is a federally registered service mark in the U.S. and a nationally registered service mark in certain other countries and is therefore entitled to the ® symbol.
- Not every mark has federal or national registration. Rights in a mark can be acquired through consistent use, although those rights are not as strong as those acquired through federal or national registration. Use-based rights still provide valuable protection for our work and for our clients. “BMC” does not currently have federal registration in the U.S. or national registration in other countries, except in the European Union, so use SM to indicate a claim through use in the U.S. and elsewhere than the European Union. Use the ® symbol in the European Union.

Mark Protection – Why the Fuss?

- The essential legal purpose of a trade mark or a service mark is to identify the source of the goods or services for the benefit of the consuming public. The public can then have an expectation of consistent quality for those goods or services. Brand loyalty is built this way and benefits both the goods and services provider and the customer.
- It is our responsibility to make sure that the service mark is not used by anyone not trained by SBMC-approved programs and authorized by the Markholder. Use of the Marks by unauthorized individuals and groups will defeat public confidence and weaken the Marks. We may also lose U.S. federal registration or other national registration of the Marks if they cease to identify our services exclusively. If the Marks are lost, we lose the valuable ability to distinguish our services in the minds of clients and potential clients. If our Marks cease to identify our specific work and becomes available for any practitioners to use, we put our clients at risk of receiving services from unqualified practitioners and also risk our own professional reputations.
- The Marks are a symbol of the standards by which the public can determine the authenticity of our services. Limiting use of the Marks to Sub-Licensees ensures the public that there is (i) a level of training and ethical practices which can be associated with the work and trusted, and (ii) a consistent quality of service. By building public recognition of and confidence in the Marks, we are promoting our practice.
- Although United States use and registration give protections to our Marks worldwide, this is a complicated issue. The Marks are also registered and protected in many other countries. We are in the beginning of the long process of worldwide registration. Your proper use of the Marks and your assistance in monitoring their use will help us to protect the Marks.

**Should you see the Marks being used in a way that violates these guidelines,
please report such cases to BMCA staff or board members
so that appropriate measures can be taken.**

What If I Have Questions?

For any questions regarding the above information or the use of the Marks in general, please contact BMCA.

Examples of Service Marks Usage

Use of the Service Marks must be consistent with the level of training and the context in which the services are being offered.

Certified Teachers and Certified Practitioners

Approved service marks and common nouns for Certified Teachers and Certified Practitioners using the service marks are:

Body-Mind Centering®...

- Somatic Movement Education
- Somatic Movement Therapy
- Movement Education
- Movement Therapy
- Developmental Movement Classes
- Approach

BMC® (in the European Union)...

and

BMCSM (elsewhere than the European Union) ...

- Somatic Movement Education
- Somatic Movement Therapy
- Movement Education
- Movement Therapy
- Developmental Movement Classes
- Approach

Additionally, Certified Teachers and Certified Practitioners using Body-Mind Centering® principles for specific applications within their own areas of expertise (movement form, therapeutic modality or sport) may use the phrase:

Body-Mind Centering®...

Approach to (movement form, therapeutic modality or sport)

Ideally, a Certified Teacher or Certified Practitioner will not say: "I do Body-Mind Centering®" but will say:

"I

- teach
- practice
- offer
- study

Body-Mind Centering®

- Somatic Movement Education
- Movement Therapy
- Developmental Movement Classes"

Somatic Movement Educators

Approved service marks and common nouns for Somatic Movement Educators using the service marks are:

Body-Mind Centering•...

Somatic Movement Education
Movement Education
Classes

BMC® (in the European Union)...

and

BMCSM (elsewhere than the European Union) ...

Somatic Movement Education
Movement Education
Classes

*Embodied Anatomy and Yoga Program Graduates and
Embodied Developmental Movement and Yoga Program Graduates*

Approved service marks and common nouns for Embodied Anatomy and Yoga graduates using the service marks are:

Body-Mind Centering•...

Somatic Movement Education
Movement Education
Classes

BMC® (in the European Union)...

and

BMCSM (elsewhere than the European Union) ...

Somatic Movement Education
Movement Education
Classes

Infant Developmental Movement Education Program Graduates

Approved service marks and common nouns for Infant Developmental Movement Education graduates using the service marks are:

Body-Mind Centering•...

Somatic Movement Education
Movement Education
Classes

BMC® (in the European Union)...

and

BMCSM (elsewhere than the European Union) ...

Somatic Movement Education
Movement Education
Classes

The Logo Marks:  **Body-Mind CENTERINGSM** and  **Body-Mind CENTERING®**

All Sub-Licensees are permitted and encouraged to use the new logo Mark on their marketing materials when identifying "BMC" services. The logo Mark must be used as provided on the BMCA website and may not be changed in any way, other than its size and, in black and white materials, it may be printed in black and white.

Permitted Uses of the Logo:

- On the top of a page or section identifying "BMC" service offerings
- Next to a description of "BMC" service offerings
- Within a description of Sub-Licensees training or service offerings

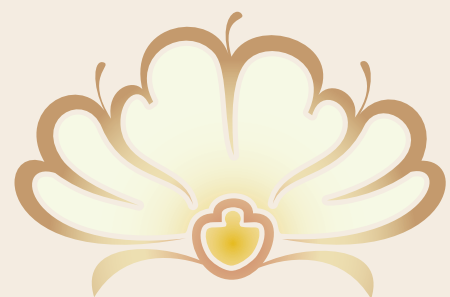
Impermissible Uses of the Logo:

- As a header on a Sub-Licensees' webpages
- On any merchandise, including hats, shirts, bags, books, etc.

* * * *

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International Service Mark Style Guide



Body-Mind CENTERING®

There are three Body-Mind Centering service marks:



Body-Mind Centering®


BMC®

There are three service marks of Bonnie Bainbridge Cohen which are licensed for use to individuals and organizations who meet certain requirements. This document is for BMCA professional members. It contains instructions for use of the various service marks when designing promotional and informational materials. These guidelines must be followed when using the marks. Please refer to the document *Guidelines for Use for the Body-Mind Centering Service Marks* for detailed information.

Proper use of the Service Marks “*Body-Mind Centering®*”, “*Body-Mind CenteringSM*”, “*BMC®*”, “*BMCSM*”,  Body-Mind CENTERING®, and  Body-Mind CENTERINGSM

Body-Mind Centering is a service mark made up of words.

BMC is a service mark made up of letters.

 Body-Mind CENTERING, which includes the flower image and words with these exact fonts and colors is service mark made up of a single graphic image.






1.0 Key things to consider

There is Registered Service Mark ® and Service Mark ™.

The Service Mark ™ is used to identify a service rather than a product. A registered service mark (®) means it is registered with the government of that country. A service mark informs consumers about the origin of the services; and the registration provides the owner with additional protections against infringement.

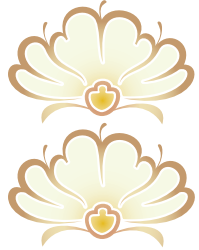
1.1 Marks

Service marks are used in one of two ways depending on the country in which they are used. See table below for ® and ™ in various areas of the world.

Location	Service Mark: Name	Service Mark: Initials	Logo
European Union	Body-Mind Centering®	BMC®	 Body-Mind CENTERING®
U.S.A.	Body-Mind Centering®	BMC™	 Body-Mind CENTERING®
Certain Countries: Australia, Canada, Japan, and Norway	Body-Mind Centering®	BMC™	 Body-Mind CENTERING™
Switzerland	Body-Mind Centering (BMC)®	BMC™	 Body-Mind CENTERING™
Elsewhere	Please check with BMCA		 Body-Mind CENTERING™

1.1 Marks (cont.)

Correct use of SM and the ® marks



Body-Mind CENTERINGSM

SM Service Mark



Body-Mind CENTERING®

® Registered Service Mark

Body-Mind Centering®

® Registered Service Mark

Body-Mind CenteringSM

SM Service Mark

BMC®

® Registered Service Mark

BMCSM

SM Service Mark

Keyboard shortcuts of legal mark symbols

	Windows	Mac OS X	HTML Num Code	HTML Name Code
®	Alt+0174	option+r	®	®
SM	none	none	℠	none







1.2 Repeated Use of Marks.

The first time either “Body-Mind Centering” or “BMC” is used in a document, the legal symbol (® or SM) should appear as indicated. If the Mark is used again in the same document, the legal symbol need not be repeated. However, the ® or SM must always be used with the logo, no matter how many times it is used.

1.3 The Logo

The logo is a single unit made up of three parts which may not be separated: the flower, the words, and the symbols ® or ™. The logo may not be changed or rearranged in any way with the exception of monocolored logos. Mono-colored logos may only be used on dark-colored backgrounds, black and white documents, or background colors that already exist within the logo itself.

Correct uses of the Logo

 Body-Mind CENTERING®	®Registered Service Mark White background, in color
 Body-Mind CENTERING®	®Registered Service Mark Dark backgrounds
 Body-Mind CENTERING®	®Registered Service Mark Light backgrounds
 Body-Mind CENTERING™	™ Service Mark White background, in color
 Body-Mind CENTERING™	™ Service Mark Dark backgrounds
 Body-Mind CENTERING™	™ Service Mark Light backgrounds

Incorrect uses of the Logo



SM or ® is required.



Logo cannot be rearranged.



Alternative font may not be used.



Alternative colors may not be used.


1.4 Identifying ownership of the marks and logo

Identify the ownership of the marks and that you are a licensed user of the marks with the following statement in a footnote:

Please note: You only need to identify the marks you are using.

“Body-Mind Centering®, BMC®, and  Body-Mind CENTERING® are registered service marks of Bonnie Bainbridge Cohen, used with permission.”

OR

“Body-Mind Centering® and  Body-Mind CENTERING® are registered service marks and BMCSM is a service mark of Bonnie Bainbridge Cohen, used with permission.”

Be sure to use the appropriate mark symbols (® or SM) for your location and identify each mark as a registered service mark or service mark

1.5 Sizing and language proximity

To maintain the logo as a visually distinct element, clear space around it must be maintained.



No wording or images can appear over or under the wording on the logo to the height of the flower image plus 25% of the flower image.



Approved

SAMPLE LANGUAGE



Not Approved



Not Approved

2.0 Direct Promotional material

The BMCA approves usage of the marks for direct promotional use. There are some clear guidelines for this usage.

Direct promotional use includes business cards, brochures, flyers, posters, business stationery, gift certificates, signs, webpages and other informational, promotional or advertising materials relating to the services you provide. Usage of the service mark on such materials requires review and approval of such usage on such materials by BMCA.

We have some basic guidelines for direct promotional material besides the logo usage. We recommend the logo be a minimum size for each given document size. The minimum size for the logo is 2 in/50 mm wide on letter-sized and A4 paper and 1.5 in/38 mm on a business card.

2.1 Indirect Promotional Use

Indirect promotional use, such as clothing, mugs or bumperstickers, is not allowed. Certain exceptions apply which require written permission from BMCA and/or the mark holder.



Indirect promotional tools are not allowed

3. References

All references can be found on the BMCA website with the use of your username and password.

bmcassociation.org

Questions: Contact Ellen Ferris at operations@bmcassociation.org.



This Style Guide was created by the Body-Mind Centering Association to assist professional members in correct usage of the Service Marks. ©BMCA 2016

BODY-MIND CENTERING®

association, inc.

Schedule 1 to Sublicense Agreement

As full consideration for the License granted hereunder, Licensee shall pay to Licensor a License Fee of \$220 annually, on January 1 of each year during the Term of this Agreement. In the first year the sublicense fee shall be prorated to the nearest month if for less than a full year.



Body-Mind CENTERINGSM

Body-Mind Centering® is a registered service mark and  Body-Mind CENTERING® and BMCSM are service marks of Bonnie Bainbridge Cohen, used with permission.