

LICENCE AGREEMENT

DATED the ____ day of _____ 202__

BETWEEN:

Russell Sturgess (the 'Licensor')

PO Box 1043
Cotton Tree, QLD, 4558
Australia

AND

_____ (the 'Licensee')

RECITALS

- A. The Licensor owns all the title and interest in and to a certain intellectual property.
- B. The Licensee wishes to obtain the right to utilise the Work for the purpose of mentoring.
- C. The Licensor is willing to grant a licence to utilise such Work for the purpose of mentoring on the terms set out in this agreement.

OPERATIVE

In consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the Parties hereby agree as follows:

1. DEFINITIONS

In this Agreement, the following definitions apply:

"ACL" means the Australian Consumer Law contained in the *Competition and Consumer Act 2010 (Commonwealth)*.

"Agreement" means this agreement.

"Agreement Date" means the date at the top of this document.

"Business Day" means a day which is not a Saturday, Sunday, public holiday or bank holiday in Queensland.

"Commencement Date" means the date shown at the top of this document or the date this document is signed by the second party to sign.

"Derivative Works" means works that are an adaptation of the Work, that reproduce a substantial part of the Work, or that combine the Work with other pre-existing work.

"Goods and Services Tax" means Goods and Services Tax imposed on a supply of goods or services in Australia, pursuant to the GST Law.

"GST" means Goods and Services Tax.

"GST Law" means the same as in the *A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth)*.

"Intellectual Property Rights" means, in relation to the Work, or any part, summary or derivation of the Work, all present and all future right title and interest in or to any confidential information, logos, brand names, business names, trade names, domain names, registered trade marks, unregistered trade marks, copyrights, service marks, business know-how, inventions, computer programs, business systems or other related information.

"Licence" has the meaning as defined in clause **3** of this Agreement.

"Moral Rights" has the same meaning as in the *Copyright Act 1968 (Commonwealth)*.

"Party" means either the Licensor or the Licensee.

"Parties" means the Licensor and the Licensee collectively.

"Purpose" has the meaning as defined in clause **3** of this Agreement.

"Work" means Pathways to Mindfulness, with its associated workbooks, and any adaptations of the same copyrighted to the Licensor. The Work also includes the Western Mindfulness Mentor Training Program including workbooks, and the content of the digital online training.

2. INTERPRETATION

In this Agreement, unless the context otherwise requires, the following rules of interpretation shall apply:

- a) words referring to one gender include every other gender.
- b) words referring to a singular number include the plural, and words referring to a plural include the singular.
- c) if a word or phrase is defined in this Agreement then any grammatical variations of that word or phrase have a corresponding meaning.
- d) words referring to a person or persons include firms, corporations, associations, partnerships, joint ventures, authorities, government bodies, organisations and other legal entities, and vice versa.
- e) any reference to time is a reference to time in Queensland.
- f) in the event that something must be done under this Agreement on or before a particular date, if that date falls on a day which is not a business day, then that thing must be done on or before the next business day.
- g) any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- h) headings and titles are included in this Agreement for convenience only and shall not affect the interpretation of this Agreement.
- i) each Party must, at its own expense, take all reasonable steps and do all that is reasonably necessary to give full effect to this Agreement and the events contemplated by it.
- j) a reference to legislation or any part or provision of that legislation includes any subordinate legislation, any amended legislation, and any substituted legislation issued under that legislation.
- k) reference to an agreement or document is a reference to that agreement or document as amended, replaced, supplemented or novated from time to time.

- l) a reference to a Party also includes that Party's successors, assigns, legal personal representatives and/or any person that is substituted by way of novation.
- m) any reference to money or currency, unless otherwise specified, is a reference to Australian dollars.

3. GRANT OF LICENCE

3.1 The Licensee acknowledges the Licensor owns the following property:

- a) all copyrighted material owned by the Licensor in relation to the Work.
- b) registered and unregistered trademarks.
- c) business names, Trade names and Domain names.
- d) business know how and inventions in relation to the Work.

3.2 In accordance with this Agreement, the Licensor grants the Licensee a non-exclusive licence to use the Work for the purpose of mentoring from the Commencement Date until the licence is terminated by the Licensor for failure to meet the terms of the Agreement, including the obligations detailed in Schedule 1 and 2, or when the Licensee chooses to voluntarily withdraw from the Agreement.

3.3 The Licensee may not use the Work for any purpose other than the purpose described in clause 3.2, except with the Licensor's express written permission.

3.4 The Licensor retains all title to and ownership of the Work.

3.5 Except as otherwise expressly provided in this Agreement, the Licensor retains all rights, titles, interests and licences in the Work which are not expressly granted under this Agreement.

4. FEES

4.1 The Licensee shall pay to the Licensor a royalty payment ('the Royalty') which shall be the price stated on the Western Mindfulness Online Shop at the time of purchase of each unit of the Derivative Works purchased by the Licensee.

4.2 Royalty payments shall be made at the time of purchasing Derivative Works from the Western Mindfulness Online Shop.

5. GOODS AND SERVICES TAX

- 5.1 The Parties acknowledge that the Royalty does not include any Goods and Services Tax ("GST").
- 5.2 If GST is payable on the Royalty under this Agreement, the Licensee will pay to the Licensor an amount equal to the GST payable on the Royalty ("the GST Amount"), calculated by multiplying the Royalty by the prevailing GST rate.
- 5.3 The Licensee must pay the GST Amount to the Licensor at the same time and in the same manner the Royalty is payable.
- 5.4 Any obligation on the Licensee to pay the GST Amount under this clause is conditional on the Licensor providing to the Licensee a valid tax invoice in accordance with GST Law.
- 5.5 This clause survives termination or expiration of this Agreement.

6. MODIFICATIONS

The Licensee must not in any way modify, alter, or make changes to the Work.

7. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

If the Licensee becomes aware of any infringement or any threatened infringement of any Intellectual Property Rights in relation to the Work, or of any common law passing off in relation to any Intellectual Property Rights, then:

- a) the Licensee must immediately notify the Licensor of such infringement or passing off (together hereinafter 'Infringement').
- b) the Parties must each take all reasonably necessary steps, including executing all necessary documents, and must cooperate in good faith, in order to protect and enforce the Licensor's Intellectual Property Rights in relation to the Work.

8. LICENSEE OTHER OBLIGATIONS

In addition to the Licensee's other obligations as set out in this Agreement, during the term of this Agreement, the Licensee must read, sign and adhere to:

- a) the obligations or procedures outlined in Schedule 1 and 2 of this Agreement.

- b) any additional procedures or documents listed within the document, or the sub documents listed within this document by the Licensor.

9. LICENSOR WARRANTIES

9.1 The Licensor hereby warrants ('the Licensor's Warranties'):

- a) that the Licensor has the full legal authority and capacity to enter this Agreement.
- b) that the Licensor owns or controls the rights in the Work which the Licensor is providing to the Licensee under this Agreement.
- c) that the Licensor has the full legal authority to provide the Work to the Licensee.
- d) that there are no restrictions, legal or otherwise, which prevent the Licensor from entering this Agreement.
- e) that this Agreement, and the Work, do not and will not infringe the intellectual property rights of any third party.
- f) that there are no legal claims, existing or threatened, and no other circumstances or liabilities which may negatively affect or impair the Licensee's ability to use the Work in accordance with this Agreement.

9.2 The Licensor provides no warranties except for those set out in this Agreement or as otherwise required by law.

9.3 This clause survives the termination or expiration of this Agreement.

10. LICENSEE WARRANTIES

10.1 The Licensee hereby warrants ('the Licensee's Warranties'):

- a) that the Licensee has the full legal authority and capacity to enter this Agreement.
- b) that the Licensee will only use the Work in accordance with the Licence granted under this Agreement.

10.2 This clause survives termination or expiration of this Agreement.

11. LICENSEE INDEMNITY

11.1 The Licensee hereby indemnifies, keeps indemnified, and holds harmless the Licensor against any losses, liabilities, claims, damages, expenses, charges, fines, penalties or other costs whatsoever which the Licensor or any directors, employees, officers, agents, representatives or contractors of the Licensor may suffer or incur, directly or indirectly in relation to:

- a) the use, operation, storage, repair or maintenance of the Work; or
- b) any loss or damage to property in connection with the use, operation, storage, repair or maintenance of the Work; or
- c) any injury (or death) suffered by any person in connection with the use, storage, repair or maintenance of the Work; or
- d) arising out of:
 - i. any breach of this Agreement by the Licensee or by any directors, employees, officers, agents, representatives or contractors of the Licensee; or
 - ii. any claim made by a third party against the Licensor that is related in any way to the Licensee's use of the Work; or
 - iii. any costs which the Licensor might incur in enforcing its rights under this Agreement, including the Licensor's legal costs on a full indemnity basis.

11.2 The Licensee will not be liable under this clause for any loss, liability, claim, damages, expense, charge, fine, penalty or other cost which is caused by the Licensor's gross negligence, wilful misconduct or bad faith.

11.3 This clause survives termination or expiration of this Agreement.

12. WARRANTIES REGARDING LEGAL ADVICE

12.1 The Licensee hereby warrants:

- a) that the Licensee fully understands the terms of this Agreement.

- b) that the Licensee has had the opportunity to obtain independent legal advice in relation to the matters addressed by this Agreement and the Licensee has either:
 - i. obtains such independent legal advice; or
 - ii. elected not to take such independent legal advice.
- c) that the Licensee has not been induced to enter this Agreement by any representation(s) made by the Licensor or by any officer, employee, director, agent, contractor, assignee, successor or other representative of the Licensor, except as provided in this Agreement.

12.2 This clause survives termination or expiration of this Agreement.

13. WARRANTIES REGARDING COMPETITION

13.1 Each Party hereby respectively warrants:

- a) that this Agreement does not relate to a contract, arrangement, or understanding, or a concerted practice for the purpose, or with the likely effect, of substantially lessening competition.
- b) that this Agreement does not relate to some kind of exclusive dealing between the parties, for the purpose, or with the effect or likely effect, of substantially lessening competition.
- c) that this Agreement does not relate to some kind of arrangement involving "price fixing", whereby competitors have agreed on pricing rather than competing against each other.
- d) that this Agreement does not relate to some kind of arrangement involving "output restrictions", whereby competitors have agreed to prevent, restrict, or limit the volume or type of particular goods or services available.
- e) That this Agreement does not relate to some kind of arrangement involving "market sharing", whereby competitors have agreed to divide or allocate customers, suppliers, or territories among themselves rather than allowing competitive market forces to work; and
- f) that this Agreement does not relate to some kind of arrangement involving "bid rigging" or "collusive tendering", whereby competitors have agreed

they will not compete genuinely with each other for tenders, allowing one of the competitors to 'win' the tender.

13.2 This clause survives termination or expiration of this Agreement.

14. LIMITATION OF LIABILITY

14.1 Notice to the Licensee:

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and*
- to a refund for the unused portion, or to compensation for its reduced value.*

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

14.2 The Licensee may have certain rights under the ACL, or under other similar or related consumer protection laws.

14.3 The ACL (or any other similar or related consumer protection laws) may give the Licensee certain rights, warranties, guarantees and remedies regarding the provision of goods or services by the Licensor, which cannot be excluded, modified or restricted by the Licensor ("Statutory Rights").

14.4 The Licensor's liability to the Licensee is governed solely by the ACL (and any other similar or related consumer protection laws) and by this Agreement.

14.5 To the maximum extent permitted by law, except as otherwise provided in this Agreement, and except in cases of death or personal injury caused by a Party's gross negligence, wilful misconduct or bad faith, that Party's liability in contract, tort or otherwise arising through or in connection with this Agreement or through or in connection with the fulfilment of obligations under this Agreement, liability shall be limited to Fees paid by the Licensee to the Licensor.

14.6 To the extent it is lawful, and except as otherwise provided in this Agreement, neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential

nature including without limitation any economic loss, data loss, loss of goodwill, or other loss of turnover, profits or business.

14.7 When the Licensee's Statutory Rights apply, to the maximum extent possible, the Licensor's liability in respect of any claim is limited to, at the Licensee's option:

- a) in the case of goods:
 - i. a replacement of the goods; or
 - ii. the supply of equivalent goods; or
 - iii. a repair of the goods; or
 - iv. the payment of the cost of replacing the goods; or
 - v. the payment of the cost of acquiring equivalent goods or of having the goods supplied again; or
 - vi. the payment of the cost of having the goods repaired; and
- b) in the case of services:
 - i. the supply of the services again; or
 - ii. the payment of the cost of having the services supplied again.

14.8 This clause survives the termination or expiration of this Agreement.

15. TRANSFER OF RIGHTS

15.1 This Agreement shall be binding on any successors of the Parties.

15.2 This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by the Licensee without the prior written consent of the Licensor.

15.3 This clause survives termination or expiration of this Agreement.

16. TERMINATION

16.1 This Agreement may be terminated by either Party by providing 14 days written notice to the other Party.

16.2 In addition, this Agreement may be terminated by the Licensor if:

- a) the Licensee fails to pay any part of the Royalty or any other payment when due under the terms of this Agreement.
- b) the Licensee is declared bankrupt, enters into administration or enters into liquidation.
- c) the Licensee is in breach of this Agreement and fails to rectify the said breach within 21 days after receiving notice from the Licensor of the said breach.

16.3 Immediately upon the termination of this Agreement:

- a) any and all rights in the Work will revert to the Licensor.
- b) any and all Royalty payments which have previously been paid by the Licensee remain the Licensor's property and the Licensee has no right to make any claim in relation to them.
- c) any and all obligations for Royalty payments which are accrued but unpaid as at the date of termination must be paid in full to the Licensor.
- d) the Licensee must, upon demand by the Licensor, take any reasonable steps as requested by the Licensor to protect the Licensor's right, title and interest in the Work.

16.5 In the event that this Agreement is terminated by the Licensee, the Licensee shall remain liable for any and all Royalty payments or other payments accrued under the terms of this Agreement as at the date of termination.

17. NOTICES

17.1 Any notice, demand, request or other correspondence in relation to this Agreement, which is required or permitted to be given in writing will be deemed validly given to the Licensor if delivered to the following address:

PO Box 1043
Cotton Tree, QLD, 4558
Australia

17.2 Any notice, demand, request or other correspondence in relation to this Agreement, which is required or permitted to be given in writing will be deemed validly given to the Licensee if delivered to the address appearing in this Agreement or to any email address used by the Licensee to communicate with the Licensor.

17.3 Either Party ('the Nominating Party') may nominate another address ('the New Address') by notifying the other Party in writing of the New Address. Any notice

demand, request or other correspondence in relation to this Agreement, which is required or permitted to be given in writing will, after nomination of the New Address, be deemed validly given if delivered to the Nominating Party at the New Address.

17.4 Other relevant contact details are as follows:

Licensor email: russell@westernmindfulness.com.au

Licensor phone: 0405711771

18. WRITTEN COMMUNICATION

In relation to any correspondence or notification which is required under this Agreement to be provided in writing from one Party to the other Party:

- a) such notice is properly given if given to the other Party:
 - i. by email to an email address that the other Party has nominated, acknowledged or used in connection with this Agreement.
 - ii. by post to a postal address the other party has nominated, acknowledged or used in connection with this Agreement.

- b) such notice is taken to be received:
 - i. if sent by email, when the email becomes capable of being retrieved by the recipient at the relevant email address.
 - ii. if sent by prepaid post within Australia, five (5) days after the date of posting.
 - iii. if sent by prepaid post to or from an address outside Australia, 21 days after the date of posting.

19. GENERAL PROVISIONS

19.1 GOVERNING LAW: This Agreement shall be governed in all respects by the laws of Queensland and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within Queensland.

19.2 LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

19.3 AMENDMENTS: No amendment to or modification of this Agreement, and no additional obligation or obligations in relation to this Agreement or the subject matter of this Agreement, will bind any Party unless evidenced in writing and signed by both Parties.

19.4 RIGHTS, REMEDIES AND POWERS: Unless expressly provided in this Agreement, any rights, remedies or powers which a Party acquires under this Agreement are cumulative and apply in addition to any rights, remedies or powers which that Party may otherwise have. Unless expressly provided in this Agreement, nothing in this Agreement shall in any way reduce, extinguish, postpone, restrict or otherwise limit any right, remedy or power which that Party may have.

19.5 SURVIVAL OF OBLIGATIONS: Notwithstanding any other provisions of this Agreement, at the Termination, expiration or Completion of this Agreement, any provisions of this Agreement which would by their nature be expected to survive Termination, expiration or Completion shall remain in full force and effect, including but not limited to any provisions which are explicitly stated to survive Termination, expiration or Completion.

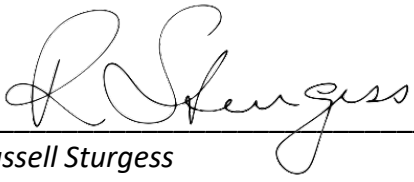
19.6 NO WAIVER: None of the powers or rights created under the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. A power or right under the terms of this Agreement may only be waived in writing, signed by the Party that is waiving the said power or right. No waiver of any power or right under a term of this Agreement shall constitute a waiver of any other power or right or of the same power or right on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

19.7 ENTIRE AGREEMENT: The Parties agree that in relation to the subject matter of this Agreement, this Agreement represents the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral. The Parties confirm that no warranties, representations, conditions or collateral agreements affect this Agreement or the subject matter of this Agreement except as expressly provided in this Agreement. The Parties each respectively agree that in entering into this Agreement, they did not do so in reliance on any representations, warranties or other provisions except for those which are expressly provided in this Agreement.

19.8 COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

19.10 FURTHER ACTS: Each Party must, and must ensure that its directors, employees, officers, agents, representatives and contractors do all things and sign, execute and deliver all documents, agreements and instruments as reasonably required in order to give effect to this Agreement and to the rights and obligations of the Parties created under this Agreement.

Executed by Russell Sturgess:



Russell Sturgess

Executed by _____:

Please Sign Here

SCHEDULE ONE

The Licensing Agreement states:

8. LICENSEE OTHER OBLIGATIONS

In addition to the Licensee's other obligations as set out in this Agreement, during the term of this Agreement, the Licensee must read, sign and adhere to:

- a) the obligations or procedures outlined in Schedule 1 and 2 of this Agreement.

Note: The terms in the Licence Agreement will supersede this document and any other document listed within if there is any conflict.

PROCEDURES

1. Failure to Meet the Terms of Agreement

If a Licensee fails to adhere to the obligations contained in the Agreement, the Licensor will strive to handle the dispute fairly and efficiently by following these five steps:

Step 1 - Bring to the Licensee's awareness their failure to meet the requirements of the Agreement in a timely manner.

Step 2 - Investigate the issue, including a discussion with the Licensee.

Step 3 - Decide if the dispute will result in termination of contract, or a redemption plan.

Step 4 - Follow up with the Licensee after the decision has been communicated.

Step 5 - Consider if there are any systematic issues that need to be addressed to ensure organisational improvement.

2. Licensor Amendments to the Intellectual Property or the Agreement.

2.1 The Licensor retains the right to make amendments to all Intellectual Property and to the Agreement.

2.2 The Licensor is unlikely to make any large adjustments to the Intellectual Property. Training will be provided to Licensees to understand any changes to the Intellectual Property that do occur. Licensees will be given adequate notification of impending changes and will not be entitled to a refund or exchange of goods (i.e. workbooks) that have already been purchased from the Licensor. Minor adjustments such as spelling mistakes etc. will be amended as necessary and will not be notified.

2.3 The Licensor reserves the right to amend or update the Agreement including the contents of Schedule 1. Although every effort will be made to limit any changes or updates will be clearly communicated and forwarded to Licensees within 14 days of the afore said changes being made.

3. Resolving Customer Complaints

The Centre for Western Mindfulness "*The Centre*" (the business name of the Licensor) is committed to effective and efficient resolution of customer complaints and disputes. It has a culture of valuing complaints as a means of strengthening and improving customer relations and the services The Centre provides. The Centre's procedure regarding client complaints is that the mentor's clients deal directly with the mentor if they have a complaint or dispute. The client is invited to inform The Centre if they believe that the mentor's ability to handle the complaint or dispute was not carried out in a way that upholds the Qualities of a Western Mindfulness Mentor or the Mentor Code of Conduct (see Ethics below).

3.1 Before lodging a complaint with The Centre, it is important to identify if the event the client has attended or participated in, is in fact an event run by The Centre, or an event run independently by someone trading as a Western Mindfulness Mentor.

3.2 Each Western Mindfulness Mentor operates as an individual entity. The Centre trains people to use its Intellectual Property but are an independently run business. This means that prices, promotions and other general business functions may vary from mentor to mentor and are independent from The Centre. It is advised that the clients first point of contact to resolve disputes about independently run events or one-on-one mentoring is with the Western Mindfulness Mentor whose services they used.

3.3 In the case of a complaint relating to an event run independently by a Western Mindfulness Mentor, it is recommended that the client do the following:

- a) discuss and try to resolve the complaint directly with the Western Mindfulness Mentor who ran the event.
- b) contact The Centre if you believe that the way in which the dispute was handled was not congruent with the Qualities of a Western Mindfulness Mentor.
- c) contact The Centre if you feel that the mentor has not acted in accordance with the Mentor Code of Conduct.

3.4 In the case of a complaint relating to an event run by The Centre, including points (b) and (c) above, contact The Centre for Western Mindfulness head office on +61 405 711 771, or via our email info@westernmindfulness.com.au

3.5 The Centre strive to handle all complaints or disputes fairly and efficiently by following these five steps:

Step 1 - Acknowledge the complaint in a timely manner.

Step 2 - Investigate the complaint.

Step 3 - Respond to the complainant and ensure the decision is clear.

Step 4 - Follow up on any further concerns or feedback from the complainant.

Step 5 - Consider if there are any systematic issues to review for organisational improvement.

3.6 All complaints should be addressed within 2 business days. Complainants will be informed if it will require more than 2 business days.

4. The Centre for Western Mindfulness Client Management Records

Everyone who participates in any program developed by the Licensor with a Western Mindfulness Mentor (Licensee) will need to be recorded in The Centre's Client Management Records. This is communicated to clients in the Appendices section of the workbooks.

4.1 It is up to the Western Mindfulness Mentor to ensure that their clients complete the information on the Appendices forms in their workbooks, and that the client reads, understands and signs these agreements.

4.2 The Western Mindfulness Mentor will monthly, or at least, annually, update and forward the required client details to The Centre.

4.3 The Centre will not contact your clients, with the exception of one email (see the details in the Client Feedback section below). Their information will not be shared with anyone. The Centre collect this data for the following reasons:

- a) Statistics to help The Centre understand how clients are engaging with the content (time to complete the program, if they finish the program etc).
- b) To calculate Category 1 CPD points (see Schedule 2).

- c) So that clients can participate in the optional feedback survey (see section 4.4 below).
- d) So that The Centre has proof of a clients participation in the Work in case they go on to do the Mentor Training.
- e) To meet the requirements for accreditation with the provider that The Centre is working toward gaining accreditation through.

4.4 All clients who participate in any of the programs developed by the Licensor will be given the option of participating in a confidential feedback survey. This is communicated to them in the Housekeeping section of the workbooks.

The questions in this survey are aimed at obtaining feedback on the performance and skills of Mentors trained at The Centre, and the content of the program in which they participated. The client and mentor's (licensees) names will not be recorded on the survey form, it is 100% confidential.

This survey is for The Centre to improve the delivery of its training and products. Requesting feedback and reviewing and implementing changes as a result of this feedback, is a quality assurance requirement for the accreditation provider that The Centre is working toward gaining accreditation through. Participation in this feedback survey is completely optional, and the client will not be contacted again.

ETHICS

A Licensee is bound by the Mentor Code of Conduct and aspires to be aligned with spiritual values that The Centre calls The Qualities of a Western Mindfulness Mentor. Encapsulated in the Ethics of The Centre for Western Mindfulness is an accountable commitment to a high standard of professionalism as explained in The Centre's Continuing Professional Development program.

5. Code of Conduct

Mentor Code of Conduct

1.1 Formal and Informal Relationships

- i. In terms of quality of attention, presence and relationship, Western Mindfulness Mentors make no 'value' distinction between informal and formal relationships. Every human encounter has equal value.
- ii. Informal - An informal encounter may happen serendipitously - for example in a queue or casually at a party - and in that encounter, the supportive and enabling awareness of the mentor is implicit and not explicit.

- iii. Formal - A formal encounter occurs when the nature of the conversation and the meeting is explicitly agreed to be about exploring enhanced awareness. A formal encounter requires an individual or group agreement to be reached.
- iv. Whether the meeting is formal or informal, the guidelines and code of conduct will be adhered to by the Western Mindfulness Mentor

1.2 Equity and Power

- i. Western Mindfulness Mentors respect the rights, dignity and worth of every human being and their ultimate right to self-determination. Specifically, mentors treat everyone equitably and sensitively, within the context of their activity and ability, regardless of gender, ethnic origin, cultural background, intellectual and physical capabilities, sexual orientation, religion or political affiliation.
- ii. Western Mindfulness Mentors acknowledge that every encounter is a meeting between souls of equal value and that Western Mindfulness Mentors possess no particular status or special position by virtue of their training and role.
- iii. Western Mindfulness Mentors are aware of the social and psychological dynamics that can play out in advisory, teaching and therapeutic relationships, in particular the tendency for the client to give away power and the mentor to take it. By staying committed to the intention of Pathways to Mindfulness as an invitation to be more aware, the mentor will significantly reduce such dynamics. Western Mindfulness Mentors are committed to staying aware of these dynamics and through a commitment to ongoing personal reflection and self-management (including Supervision) they will refrain from using those dynamics while mentoring.
- iv. Western Mindfulness Mentors affirm that every encounter is an opportunity for them to improve, develop and learn, thereby facilitating an equal and democratic relationship.
- v. Western Mindfulness Mentors respect their clients as individuals working towards mature and adult autonomy and thus growing in their ability to make decisions and changes in the light of their own beliefs, values and experience. Western Mindfulness Mentors are responsible for setting and monitoring the boundaries between a working relationship and friendship and for making the boundaries as explicit as possible to the client.
- vi. Western Mindfulness Mentors will never take emotional advantage of their clients, flirt with them or engage in any form of sexual intimacy.
- vii. Western Mindfulness Mentors should inform themselves of the social, moral and legal expectations of the community in which they work, and respect those cultural aspects of their clients and colleagues.

1.3 Confidentiality

- i. We honour the sacred trust between a Western Mindfulness Mentor and a client, and promise to hold any personal information in the strictest confidence.
- ii. Western Mindfulness Mentors may discuss their clients' cases in confidence with their supervisor and this will be made clear to the client when they commence the mentoring program.
- iii. Any Western Mindfulness Mentor may need to break an agreement of confidentiality where the mentor believes a client or someone the client knows may come to harm. The client will always be informed should confidentiality have to be broken for these reasons.

1.4 Professional Relationship and Responsibility

- i. Western Mindfulness Mentors must not misrepresent themselves in terms of their professional qualification, experience, and capabilities when entering an informal or formal relationship.
- ii. Western Mindfulness Mentors are especially clear that their role is to guide clients to enhance their awareness, supporting them in their spiritual development, and not to present themselves as engaging in a psychotherapeutic or coaching relationship - although there is a clear appreciation that living life with enhanced awareness may have a profound influence on an individual's personal and professional life.
- iii. Where a Western Mindfulness Mentor's background includes a therapeutic or specialist training this of course can be integrated alongside of Pathways to Mindfulness, but this needs to be explicit and clearly communicated to the client as part of their relationship. Western Mindfulness Mentors shall clearly state to each client, the terms, conditions and methods of practice. The mentor shall endeavour to ensure that these terms, conditions and methods are maintained, or clearly explain why alterations need to be made.
- iv. Western Mindfulness Mentors will undertake to set out clearly and without prejudice a written or logged verbal contract with their client before mentoring commences. This must clearly state the terms of the fees charged, the terms of confidentiality, the duration of each session, the methods of payment, procedures for cancellation, termination, payment or otherwise for missed sessions, and practical arrangements that support the integrity of the work.

1.5 Professional Competence

- i. Western Mindfulness Mentors who are in doubt about their ability to perform competently, should seek appropriate support or advice. They are also expected to be able to account to clients and colleagues for what they do and why.
- ii. Western Mindfulness Mentors will ascertain, whenever necessary, that clients have sought medical or other professional advice, and advise where appropriate, that they do so.

- iii. Western Mindfulness Mentors have a professional and ethical obligation to be aware of whether their clients are in a relationship with other caring, pastoral or therapeutic agencies, and work in harmony with those bodies.
- iv. Western Mindfulness Mentors have a responsibility to monitor the limits of their competence. Where those limits are reached, they must refer onto others more able to help. Where mentors have become, for whatever reason, unable to work effectively, they must withdraw from work until such time as they are able to work effectively again. These decisions are taken by the mentor in consultation with their supervisor.
- v. Western Mindfulness Mentors should continuously be working to extend the range of their own skills and to become clearer all the time concerning their own limitations.

1.6 Drugs and Alcohol

- i. Practising under the influence of alcohol or mind-altering drugs is unethical. Western Mindfulness Mentors who are undergoing treatment for chemical dependency disorders or who are taking medication which may affect their ability to work should disclose this information to their supervisor and should withdraw from practising until such time as those professionals with whom they are being treated deem it appropriate.

This Code of Conduct is predominately based on the Spiritual Companions Codes of Conduct 2014.

www.spiritualcompanions.org

6. The Qualities of a Western Mindfulness Mentor

6.1 Empathy

Having an expanded understanding of their own story, a mentor is clear about whose business belongs to who. In empathy there is no need to rescue anyone, only to hold awareness with compassion and benevolence for the other person, while doing the same for themselves.

6.2 Sincerity

Sincerity is often referred to as genuineness, and sometimes authenticity. Less governed by their story, a mentor can be vulnerable and present. Being able to listen and respond without personal filters, and to serve with compassion and benevolence naturally results in sincerity.

6.3 Respect

The shift from a good/bad and right/wrong paradigm to one that is oriented to considering what's more or less serving or loving, potentially removes judgement. Respect can only exist when all judgement has been removed. This makes it easier for people to respect and therefore trust their mentor.

6.4 Integrity

When your stated values are congruent with your reality, then you possess integrity. A mentor who declares a commitment to living mindfully will manifest clarity of purpose, peace of mind, joy in relationships and wellness.

6.5 Resilience

Resilience is the natural consequence of choosing inner-peace. Inner-peace is what arises when you choose to live mindfully. Mindfulness restores life-force and the energy needed to sustain resilience. Mindfulness is about remembering the self-loving options.

6.6 Humility

This is best demonstrated when the mentor can stay true to helping people be more aware and not be driven to 'fix' them. Being committed to following the format of the program means that awareness will always be the priority. Being committed to honouring the process sustains humility.

6.7 Fairness

This manifests as a result of being mindful. When you are mindful, you consider what is loving to yourself, to others and to the planet. Loving mindfulness will always take fairness into account. A mentor will be aware of being fair to themselves, as much as they are fair to others.

6.8 Wisdom

Wisdom is knowledge and understanding that has been infused with love. Knowledge and understanding is about enhancing one's awareness and mindfulness is about considering the loving option. So wisdom is the marriage of awareness and mindfulness. Freedom from one's story makes achieving wisdom a reality.

6.9 Courage

It takes courage to trust in the pragmatically lazy approach to change. This is mostly evident in the mentor's capacity to trust the five principles of Western Mindfulness. This approach to change management is counterintuitive to how the rest of the world approaches change. Staying committed to this approach takes courage.

6.10 Competence

When the response to 'the call to serve' is authentic, it must be accompanied by an unquenchable motivation to be competent. The tools and the framework for expanding your skills as a mentor will be foremost in how you spend your time and resources, in other words, the evidence of what you value.

6.11 Assertiveness

Stay true to yourself, believe in yourself, and speak your truth plainly and directly, and respectfully. You will have enough of an awareness of your story that you will not be defensive or aggressive when dealing with difficult encounters.

7. Continuing Professional Development

Upholding the integrity of the Licensor's intellectual property and processes is one of the most important things a Licensee can do. Continuing Professional Development (CPD) helps the Licensee to stay up to date with the latest developments regarding the PTM process. It is about having a commitment and stewardship toward the Work, as well as maintaining, improving and broadening knowledge and expertise after the official training has been completed.

CPD is an expectation within the broader mentoring profession. It is an ongoing process which continues over the course of your career, adapting to changes in practice environments, professional domains, new information, and consumer needs. Carefully tailored professional development can promote competency and currency in practice, which in turn builds confidence in the clients who seek the services of the Licensee.

The Centre aims to deliver an inspirational and supportive environment in which the Licensee can thrive both during and after their official Mentor Training. The Centre has observed the study habits of the most successful Western Mindfulness Mentors, and turned the observations into a structured CPD program that will help the Licensee to demonstrate excellence as a Western Mindfulness Mentor.

The Licensee is to participate in the CPD program each year and log their progress in the online training portal, ensuring they meet the requirements laid out in Schedule 2.

SCHEDULE TWO

CPD Requirements

On the following page are 4 CPD categories. Each year, Licensees of all certification levels, need to accrue the points indicated in each of the categories in order to meet the terms of their Licensing Agreement. The table lists the type of activities that make up each category, and how many points each activity is awarded. All of your activity is tracked through, and logged in the CPD course in the online training portal.

Note: Category 4 has two subcategories: Centre Based and Non Centre Based Activities. The 6 points can be made from participating in either subcategory, or a mix of both. Non Centre approved courses and books would include anything that expands the Licensee's awareness around topics such as (but not limited to):

- Awareness and Mindfulness
- Kindness and Service
- Gratitude
- The 60 aspects of awareness
- Emotional Development
- Neuroplasticity
- Wellbeing
- Any course or book specific to their niche market

Important: Failure to meet the CPD requirements may result in suspension of the Licensing Agreement, and therefore the Licensee's ability to purchase and use the intellectual property of Russell Sturgess.

CATEGORY 1: Western Mindfulness Mentoring (8 Points Required)	
ACTIVITY	ALLOCATED POINTS
Mentoring - Exploring Awareness	Entire booklet - 2 points
Mentoring - CHASM	1 activity = 1 point (25 max)
Mentoring - Short Course	1 session = 1 point (6 max)
Mentoring - Adolescent S.C	1 session = 1 point (8 max)
CATEGORY 2: Supervision & Mentor Zoom Meetings (6 Points Required)	
ACTIVITY	ALLOCATED POINTS
Supervision	1 session = 1 point
Mentor Zoom Meeting	1 meeting = 1 point
Watch Replay of Zoom Meeting	1 meeting = 1 point
CATEGORY 3 - Essential Training, Updates & Bridging Courses (Complete All)	
ACTIVITY	ALLOCATED POINTS
E-Zines Mentor Training Videos and Articles Centre Updates Bridging Courses	No points required as all activities marked with (C3) must be completed.
CATEGORY 4 - Broadening Expertise (6 Points Required)	
CENTRE BASED ACTIVITES	ALLOCATED POINTS
Mentor, Supervisor, or Instructor Training	20 points
PTM Programs with a Mentor	As listed in Category 1
Other Events (by Russell)	1 session or 1 hr = 1 point
NON CENTRE BASED ACTIVITIES	ALLOCATED POINTS
Courses	1 hr = 1 point
Reading	2 points per book
Volunteering	1 hr = 1 point

Planning Your CPD

Each Licensee is expected to identify their own needs, and recognise when they need to improve, and what training they will do to bridge this gap. They are also responsible to planning their time effectively. Below are some examples of how to meet the CPD requirements.

EXAMPLE 1: Minimum to meet CPD Requirements with Basic Planning

C1	4 Exp. Awareness <u>OR</u> 1 Exp. Awareness + 1 Short Course (each totals 8 points)
C2	Attend two supervisions and watch four Zoom Meeting recordings (total 6 points)
C3	Min of 1hr/month to complete all activities in this category (all activities complete)
C4	Read 3 books (6 points)

EXAMPLE 2: Strong Commitment to CPD with Detailed Planning

C1	Have client X ready to start CHASM in the new year (25 points) Booklets: My goal is 20 booklets minimum this year (Booklet = 2 points x 20 = 40 points) Total Points = 65 (lots of room in case plans change / goals not met)
C2	Supervision - Annual Review (October) (1 point) Zoom - I always attend all meetings or watch the recordings (10 points) Total Points (11 points)
C3	Min. time required to complete Essential C3 Content is 1hr+ / month. I will allocate 3 hours on the last day of each month to ensure I have plenty of time. All activities will be complete as I am allowing more than enough time in my schedule
C4	I plan on doing the Supervisor Training this year (20 points) One of my key areas of focus is working with couples. One of the biggest challenges in relationships is peoples ability to effectively communicate in emotional situations. Book to read: 5 Love Languages (2 points) Also considering doing the training for Enneagram (hours TBC) Total Points = 26+ (lots of room in case plans change / goals not met)

Completing CPD Annually in December

The Licensee will be granted access to the CPD Course in the online training portal. The Licensee's CPD needs to be complete and up to date by 31 December each year. The Centre recommends an approach similar to the one below to keep on top of the CPD requirements:

1. Log into the online training portal in the last week of the month and go to the CPD course
2. Scroll until you find this months CPD list, and complete all of the sessions listed for the month (allow 1 - 2 hours to do this)
3. If you plan on attending next months Mentor Zoom Meeting, click on the event and register
4. Repeat this every month.