

# COLLEGE & TEACHING CENTRE AFFILIATION DEED



INTERNATIONALLY  
RECOGNIZED TRAINING

DEED made                      day of

BETWEEN PKP INTERNATIONAL LIMITED the proprietor and operator  
of THE INTERNATIONAL COLLEGE OF PROFESSIONAL  
KINESIOLOGY PRACTICE (“ICPKP”)

AND

(Names of directors/proprietors of the “College/Teaching Centre”)

AND

(hereinafter referred to as “ College/Teaching Centre”).

WHEREAS:

- A. ICPKP is the owner and holder of property rights, publications and educational properties for the training of, study of and attaining of qualifications to practice Kinesiology, PKP™, Kinesiopractic®, Continuing Professional Development (CPD), Continuing Professional Education (CPE), K-Power® and intellectual property rights etc.
- B. The College/Teaching Centre has been accepted by ICPKP to be the teacher of, provider of, and examiner in studies for students desiring to acquire the ICPKP international qualifications.

This Deed records the appointment of the College/Teaching Centre to the status of an affiliated College/Teaching Centre of ICPKP and the conditions for the maintenance of that affiliation.

1. The Premises

The College/Teaching Centre must ensure it has and maintains premises in or about its location which meet ICPKP’s standards as advised from time to time and comply with all their local state and county legal requirements and regulations.

2. Faculty

2.1 The College/Teaching Centre must have a Faculty who at all times are instructors who are graduates holding current ICPKP qualifications and registration to the standard appropriate for the teaching of the course that they will teach.

2.2 The College/Teaching Centre will not employ as a teaching instructor any person who does not have the correct ICPKP qualifications.

2.3 The College/Teaching Centre will have an employment contract which incorporates the basic considerations that ICPKP communicates to them from time to time but will at all times comply with the local law of the

**INTERNATIONAL  
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PRACTICE**

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Webmaster:

David Silvester BSc (hons)

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Registrar:

Aynsley Cisaria BMS (hons)

Founders:

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place where the College/Teaching Centre is established and operating, and will ensure that its Faculty maintain the highest ethical standards in the conduct of their instruction and relationships with the College's students.

2.4 The College/Teaching Centre will establish courses to the standards communicated by ICPKP to be taught by its Faculty members and will publish those details annually in a prospectus which has been submitted to ICPKP and approved of within six months immediately preceding its publication.

### 3. Quality Standards

3.1 The College/Teaching Centre will at all times ensure that the teaching programmes and examination programmes to and of its students conform to the core standards established by ICPKP from time to time.

3.2 The College/Teaching Centre acknowledges and accepts that until its student or students have attained and conformed to the core standards they will not be approved for progress to the further stages in the ICPKP qualifications.

3.3 The College/Teaching Centre will conduct examinations and course assessments in accord with the standards communicated by ICPKP from time to time and ICPKP shall not introduce changed standards with less than six months notice.

### 4. Financial Relationship

4.1 The College/Teaching Centre shall make available to ICPKP from time to time such data, records, financial information as ICPKP shall require for the purpose of satisfying ICPKP that the College/Teaching Centre is a viable and sound ethically organised organisation capable in the sole judgement of ICPKP of fulfilling its duties and maintaining the standards in relation to its students.

4.2 The College/Teaching Centre shall register with ICPKP the course it proposes to teach from time to time together with the students who are to be registered under that course, their full names and addresses. ICPKP shall immediately debit the College/Teaching Centre with the cost which shall be determined from time to time for such registration and upon payment shall issue a unique student licence and number for each student so registered which will entitle the student to access all course materials for that course.

4.3 The College/Teaching Centre accepts that it is subject to moderation by ICPKP from time to time at such intervals as ICPKP in its sole discretion determines during the course of this affiliation and shall pay to ICPKP appropriate fee as is notified to the College/Teaching Centre at the time

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of advice of the visit of a moderator. Failure to pay the fee shall be a breach of this affiliation agreement.

## 5. Advertising and Promotion

5.1 The College/Teaching Centre shall not engage in advertising and promotion except in utilising such materials as they have had approved in writing by ICPKP before publication of such materials.

## 6. Teaching Materials

6.1 The College/Teaching Centre acknowledges that it shall only use ICPKP's course-ware and that that course-ware is the sole and exclusive property of ICPKP and shall not be edited or modified in any way whatsoever and shall not be reproduced or utilised in any way whether in writing, orally or electronically or in any other method for any purpose other than the teaching to registered students of ICPKP approved courses.

6.2 The College/Teaching Centre shall actively actively promote all four ICPKP courseware pathways: Career (Certificate, Diploma in K, Diploma in Kinesiopractic®, Graduate Diploma in Kinesiopractic®); Continuing Professional Development (CPD/CPE) for all Kinesiology professionals (CEUs with 11x Certificates & 2x Diplomas); CPD/CPE for non-Kinesiologists (the K-Power® streams); Community K-Power® courses.

6.3 In countries where is English is just one of the languages spoken, colleges may not make any derivative works in the form of translations of any ICPKP courseware or materials without an official ICPKP translation contract.

## 7. Good Name and Reputation

7.1 The College/Teaching Centre shall not engage in any practice, conduct or activity which shall in any way reflect badly upon the good name, reputation and status of ICPKP in the location where the College/Teaching Centre is offering its services. The College/Teaching Centre will ensure that it makes fully available to all students who register with it such promotional literature and information as ICPKP shall supply to the College regarding its courses from time to time.

## 8. Default

8.1 In the event that ICPKP shall be satisfied in itself that the College/Teaching Centre is in breach or engaging in conduct which in any way in the opinion of ICPKP shall expose it to the risk of being held in disrepute or is in breach of the College/Teaching Centre duties and obligations this affiliation agreement shall be terminable at the option of ICPKP without notice. The College/Teaching Centre shall have no entitlement to damages for such termination and shall remain liable for all unpaid fees and expenses or the consequences of breaches prior to and up to the termination.

## 9. Jurisdiction

9.1 This agreement is and shall be governed by the laws of New Zealand and any or all disputes or claims shall be settled and dealt with in the jurisdiction of the High Court of New Zealand.

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## 10. Explanation of Terms

Affiliation: This describes the relationship between a College/Teaching Centre as a provider of courses and the ICPKP as a provider of training materials and assessment tools for those courses.

Accreditation: This involves an evaluation of the capacity of the College to deliver the ICPKP units. Accreditation is not an evaluation of the actual performance.

Moderation: This is the evaluation of actual performance of a College during the monitoring of the outcomes of course instruction and includes monitoring of the consistency of assessment with the required standard. Moderation would normally occur bi-annually but may be at any time that ICPKP deems necessary.

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EXECUTED by the parties the date and year hereinbefore mentioned

SIGNED by

\_\_\_\_\_  
PKP INTERNATIONAL Ltd.  
as and for and on behalf of its  
affiliate ICPKP

Postal  
P.O. Box 25-162  
St Heliers  
Auckland, 1740  
New Zealand

*In signing this document I acknowledge that I have read, understand, and agree to abide by the ICPKP Standards Information and guidelines for Colleges that form the background to this document.*

Ph: + 64-21-521-903

SIGNED by

Em: [admin@icpkp.com](mailto:admin@icpkp.com)  
Web: [www.icpkp.com](http://www.icpkp.com)

\_\_\_\_\_  
(for the College).

\_\_\_\_\_  
(Date)

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David Silvester BSc (hons)  
E: [webmaster@icpkp.com](mailto:webmaster@icpkp.com)

Registrar:

Aynsley Cisaria BMS (hons)

WITNESS

Founders:

Bruce A J Dewe MD NZRK  
Joan R Dewe MA NZRK

\_\_\_\_\_  
Print Name and Address of witness below.