

**Quality Assurance Program
&
Operations Manual**



President & Founder

Kuk Sa Nim

Grandmaster In Hyuk Suh

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ARTICLE 1

MISSION STATEMENT

ARTICLE 1. MISSION STATEMENT

1.1 WKSA, LLC, the World Kuk Sool Association, Inc. and its members, are committed to exercise, demonstrate, and educate these rules and guidelines to promote the true spirit of martial arts training through Kuk Sool Won™ the traditional Korean martial art system responsible for the origination of many different forms of traditional and modern Korean martial arts. Each School will uphold the good will and highest level of martial arts spirit through good sportsmanship and etiquette to represent the original Kuk Sool Won™ to its members and to general public. Each School will adhere to good attitude and etiquette as taught by its instructors to continue the traditional way of learning, teaching, and promoting the best martial art system, Kuk Sool Won™.

1.2 ASSOCIATION MEMBER CREED

- As a member of the World Kuk Sool Association, I pledge to obey the rules of the association and to conduct myself in accordance with the true spirit of martial art.
- I pledge to be loyal to my country and to promote the development of the better society.
- I pledge to work together with all classes of people without regard to politics, race, or religion.
- I pledge to strive to promote international goodwill and world peace through the practice of martial art.

1.3 INSTRUCTOR'S CREED

- I will teach this class as though it will be the most important class I will ever teach.
- I am patient and enthusiastic.
- I will lead by example.
- Everyone will leave here feeling better than when they came.



ARTICLE 2

PURPOSE OF QAP

ARTICLE 2. PURPOSE

2.1 The purpose of this Quality Assurance Program & Operations Manual (“QAP”) is to set forth guiding principles of regulation and conduct through which WKSA, LLC (the “Franchisor”) and the World Kuk Sool Association, Inc. (the “Association” or “WKSA”), assures consistent standards of excellence in Schools throughout the world. It is also to set forth the guidelines and procedures for operating a School and for the protection of Members, Black Belts, Instructors and the general public. This QAP may be amended from time to time by the Franchisor. The master copy of the QAP maintained by the Franchisor at its principal office shall be controlling in the event of a dispute relative to the content of any provision herein.

2.2 In furtherance of the above referenced goals, this QAP is in place to:

- 2.2.1 Ensure that Kuk Sool Won™ is taught in its entirety according to the WKSA Syllabus.
- 2.2.2 Protect WKSA Members and the general public from unauthorized instructors and schools purporting to teach Kuk Sool Won™.
- 2.2.3 Provide the procedures to qualify and authorize instructors to teach Kuk Sool Won™ at a School.
- 2.2.4 Set all standards and guidelines relating to the teaching and practice of Kuk Sool Won™, including but not limited to: Tournaments, Seminars, Workshops and general School operating procedures.
- 2.2.5 Ensure our goal of living a life of a martial artist as a lawful and exemplary citizen.

ARTICLE 3

DEFINITIONS

ARTICLE 3. DEFINITIONS

- 3.1 **“Black Belt”** means a Member that has been certified as a Black Belt by the Association.
- 3.2 **“Black Belt Club”** or **“BBC”** is a special program for Members to join within their School in which the Members commit to the goal of becoming a black belt in Kuk Sool Won™.
- 3.3 **“Black Belt Handbook”** means the WKSA Black Belt and Instructor Handbook as the same may be modified from time to time.
- 3.4 **“Business Seminar”** means a seminar or workshop held by others that invites other martial art styles to participate and that meet the criteria set forth in Article 12.4.
- 3.5 **“Club”** means any School that is either (i) a facility that is a “member only” facility that will only accept the members of that club to participate in the teaching of Kuk Sool Won™ such as the YMCA, fitness clubs, golf clubs, etc; or (ii) a facility that is rented or loaned on an hourly or part time basis for the purpose of teaching Kuk Sool Won™ and in some instances, the facility involves a maximum of two (2) locations and the Members may travel between those locations to participate in their training.
- 3.6 **“Designated Instructor”** means: (i) in the case of a School owned by an entity, the individual named as the head instructor of a School, who must have at least 51% of the ownership of the entity owning the School; (ii) in the case of a School owned by an individual, the School Owner.
- 3.7 **“Disciplinary Committee”** means a Committee appointed by Kuk Sa Nim which shall be comprised of at least three (3) Members who hold the rank of Master or above. The purpose and authority of the Disciplinary Committee is to determine, in its sole discretion, the actions to be taken (including expulsion) for any Member who is non compliant with the rules of the Association. Actions shall be in accordance with Article 13. A Member may appeal any ruling from the Disciplinary Committee to Kuk Sa Nim, and the decision of Kuk Sa Nim shall be final and binding on the Member.
- 3.8 **“Doh-Bok”** means martial arts uniform.
- 3.9 **“Do-Jahng”** means any martial arts school.
- 3.10 **“Franchise Agreement”** means the Franchise Agreement and related documents with the Franchisor.
- 3.11 **“Franchisee”** means the individual or entity that has been granted a Franchise and is a party to a Franchise Agreement.

- 3.12 “Franchisor”** means WKSA, LLC.
- 3.13 “Full Time School”** means a facility that is rented or owned for the exclusive use and purpose of teaching Kuk Sool Won™. All Members of a Full Time School train at the same location and do not travel to another location for classes.
- 3.14 “Grievance Committee”** means a Committee appointed by Kuk Sa Nim which shall be comprised of at least three (3) Members who hold the rank of Master or above. The purpose and authority of the Grievance Committee is to determine, in its sole discretion, the actions to be taken for any Member who has an issue or unresolved item with a Black Belt Member or School Owner. Actions shall be in accordance with Article 14. A Member may appeal any ruling from the Grievance Committee to Kuk Sa Nim and the decision of Kuk Sa Nim shall be final and binding on the Member.
- 3.15 “Instructor”** means any teacher or instructor that teaches Kuk Sool Won™ in a School and who has met the requirements set forth in this QAP. The term Instructor shall include the Designated Instructor.
- 3.16 “Kuk Sool”** is a traditional Korean martial art and was first coined by Grandmaster In Hyuk Suh in South Korea. All Members practice and train the art of Kuk Sool under the curriculum and system of Kuk Sool Won™.
- 3.17 “Kuk Sool Won”** or **“Kuk Sool Won™”** is a Korean traditional martial art association, which is a worldwide organization based on ancient Korean martial arts that was systematically developed by Grandmaster In Hyuk Suh in 1958.
- 3.18 “Letter of Approval”** means the individual named has been approved and authorized to teach the martial art of Kuk Sool Won™ under the WKSA Syllabus.
- 3.19 “Logo”** means the fist logo, being the same logo shown on the cover to this QAP and variations or modifications thereof.
- 3.20 “Member”** means any person that is a member in good standing with the Association.
- 3.21 “Member Handbook”** means the WKSA Member Handbook as the same may be modified from time to time.
- 3.22 “QAP”** means this Quality Assurance Program & Operation Manual as may be modified from time to time.
- 3.23 “Registration Documents”** means the WKSA standard registration and relocation documents for each new Member and for any Member relocating from one School to another. The registration documents will be specified by WKSA and may be changed from time to time at the discretion of WKSA.
- 3.24 “School Owner”** means an individual or an entity that is the owner and operator of a

School.

- 3.25** “**School**” means either a Full Time School or a Club.
- 3.26** “**Seminar**” means a class (i) of extended length, i.e., longer than routinely scheduled classes, (ii) which is generally broad in content, and the content is limited to relevance to Kuk Sool Won™ curriculum or extra-curriculum materials, and (iii) open to Members only. A separate charge over and above the normal lesson fees may be charged. Seminars are to be conducted by the Association or its representatives ONLY. No School has the authorization or authority to conduct a Seminar.
- 3.27** “**Territory**” means the Territory as defined in the Franchise Agreement.
- 3.28** “**The Association**” or “**WKSA**” means the World Kuk Sool Association, Inc.
- 3.29** “**Trademarks**” means collectively the Logo, the registered trademark “WKSA” and the trade name KUK SOOL WON™ (written in distinctive script) and any other trademarks or trade names designated by the Franchisor or the Association.
- 3.30** “**Tournament Handbook**” means the WKSA Standard Tournament Rules as the same may be modified from time to time.
- 3.31** “**Under Black Belt**” means any Member other than a Black Belt.
- 3.32** “**WKSA Headquarters**” or “**WKSA HQ**” means the Association’s headquarters which currently is located at 20275 FM 2920, Tomball, Texas 77377.
- 3.33** “**WKSA Syllabus**” means the teaching plan for the teaching of Kuk Sool Won™ for Under Black Belt, Black Belt and Master levels which are issued by WKSA and may be changed at any time by WKSA.
- 3.34** “**Workshops**” mean a class of regular length, generally dealing with a specific, underlying topic, which is scheduled beyond the regular classes. Generally, a separate tuition is charged. Schools may conduct their own Workshops for Members of that School ONLY. In addition, the material included in the Workshop shall be related to Kuk Sool Won™ ONLY and the Association must be consulted regarding the content. A School must request and receive permission from the Association to conduct a Workshop or any other kind of classes, other than normal classes, especially if the Workshop is conducted by an Instructor other than the Designated Instructor.

ARTICLE 4

PROPER USE OF TRADEMARKS

ARTICLE 4. PROPER USE OF THE TRADEMARKS

- 4.1** The Trademarks may not be used or reproduced except in accordance with this QAP and the Franchise Agreement. The Trademarks must be used in an appropriate and professional manner, always upholding the standards and integrity of the Franchisor, WKSA and Kuk Sool Won™.
- 4.2** The trade name KUK SOOL WON™ must be displayed with the ‘™’ symbol. The Logo and Trademark WKSA must be displayed with the registered trademark symbol ‘®’. No other names or symbols may be displayed with the Trademarks.
- 4.3** All School Owners, Schools, Instructors and employees must follow these Trademark guidelines. Failure by any of them to abide by these Trademark guidelines may result in termination of the right to operate a School, the right to teach Kuk Sool Won™ and all other privileges and support from the Franchisor and the Association. The School must immediately notify the Association or the Franchisor of any violations of these Trademark guidelines by another School as well as by its own Instructors and employees.
- 4.4** Schools shall notify Members of these Trademark guidelines. Any Member that violates these guidelines may be immediately expelled from the Association and upon such expulsion the School may no longer teach the Member.
- 4.5** Any uniforms and belts that display the Trademarks must ONLY be purchased directly from the Association or the suppliers approved by the Association or the Franchisor in writing. **Printing, embroidering, stitching or otherwise affixing any patches or any other mark or embellishment on uniforms or Belts is strictly prohibited.**
- 4.6** Any merchandise, advertising, or marketing material which includes but is not limited to: signs; banners; flyers; business cards; letterhead; student sign up forms; free give-a-ways and contests; pens; pencils; and key chains that contain the Trademarks, ***MUST be approved in accordance with Article 8.***
- 4.7** Schools shall not, at any time, produce their own membership cards, certificates, or copy WKSA certificates in whole, or in part, or issue any award pertaining to rank advancement. **This includes Stripe ranks.**
- 4.8** Any person or entity producing merchandise containing the Trademarks in contradiction to these guidelines may be subject to prosecution according to U.S. Trademark or other applicable laws.

ARTICLE 5

MEMBERSHIP

ARTICLE 5. MEMBERSHIP

- 5.1** Applicants for membership in a School must be approved by the School Owner or the Designated Instructor prior to being accepted as a Member of the School. All Members must become Members of the Association.
- 5.2** The Applicant must be in good health and appear to have the physical ability to practice Kuk Sool Won™. All applicants must sign a waiver form that relieves any and all liability of the Franchisor and the Association.
- 5.3** Discrimination on the basis of race, national origin, religion, or sex is not allowed.
- 5.4** Applicants must not be actively enrolled in any other martial art style. The School must inform the applicant of this requirement and he or she must agree, as a condition to membership, to practice only Kuk Sool Won™. The Member's agreement with the School MUST clearly state this Rule and provide that the School or the Association shall have the right to refuse membership and rank approval to any Member that is determined to be practicing another form of martial arts other than Kuk Sool Won™. If a Member practices another form of martial arts, the School Owner or Designated Instructor and the Member in question may be subject to disciplinary action, which includes but is not limited to, suspension, probation, and/or termination of membership with the Association.
- 5.5** The School and the Designated Instructor are responsible for the enrollment of individual Members and any agreement is between the School and the Member and shall not include and shall specifically release the Franchisor and the Association from any liability.
- 5.6** The Franchisor or the Association may dictate the form of Waiver or Member's agreement to be used by the School. Such form may be made available by posting on the Association's website.
- 5.7** School Owners and Designated Instructors are responsible for maintaining the good standing of his or her own membership with the Association.
- 5.8** Should any disagreement or dispute arise between a Member on one hand and the School, an Instructor or School Owner on the other hand, refer to Article 14 – Grievance Procedure of this document.
- 5.9** Under no circumstances shall School Owners, Designated Instructors, other Instructors or other representatives of a School solicit the Members from another School.
- 5.10** Except in the case of a Relocation (described below), a School may not accept a Member from another School without the express permission of the other School.
- 5.11** Procedure for registering a Member with the Association:

- 5.11.1 The School shall complete the Registration Documents for each new Member and for any Member relocating from one School to another.
 - 5.11.2 Promptly at the beginning of each month and no later than the 15th day of the month the School shall send to WKSA Headquarters the Registration Documents and payment for any membership, testing, relocation and other fees associated with any new or relocated Members. Registrations received on or after the sixteenth (16th) day of the following month shall be subject to a late reporting fee of \$25.00.
 - 5.11.3 A Member that moves their principal residence more than ten (10) miles has the right to transfer to another School (the “New School”) nearer to their new home. The current School Owner is responsible to ensure that all financial matters are concluded with the Member. A Member may not relocate to a New School unless he or she has paid all amounts owed to the current School.
 - 5.11.4 **New Members MUST be a Member for at least thirty (30) days prior to any testing.** WKSA will not issue rank certificates for Members who have not paid the appropriate testing or membership fees or who are not Members. Requests received for Membership registration and testing certification at the same time will not be accepted or processed.
 - 5.11.5 For new Members, after WKSA receives the completed Registration Documents and applicable fees, a progress file and WKSA ID number is created for that new Member. A WKSA ID card indicating "WHITE BELT" is then sent to the host School for presentation to the new Member. WKSA shall endeavor to process applications within ten (10) working days of receipt.
 - 5.11.6 Currently the WKSA ID card has the member's full name, date of joining, Kuk Sa Nim's signature, the School Owner's or if applicable Designated Instructor's signature and, if applicable, the Black Belt Instructor's signature. The School Owner or the Designated Instructor must fill in and initial each new rank the Member achieves in the appropriate column on the back of the identification card for it to be valid and official. WKSA reserves the right to change the format or content of the WKSA ID cards at any time, however any previously issued cards will remain valid.
- 5.12** All WKSA membership fee (new member fee, member relocation fee, or others) is **determined by the WKSA** and these fees are subject to change at any time by the Association. School Owners must submit the following fee(s) to WKSA HQ on each month (see section 5.11.2).
- 5.12.1 New Member fee is \$20.00 per member
 - 5.12.2 Member Relocation fee is \$5.00 per member

5.13 Should a WKSA ID card or a Rank Certificate need to be replaced for any reason, a fee shall be paid to WKSA for the replacement. The current replacement fees are as follows however, such fees may be changed at any time:

5.13.1 Color Belt WKSA ID card - the replacement fee is \$5.00.

5.13.2 Black Belt WKSA ID card -- the replacement fee is \$15.00.

5.13.3 Color Belt Certificate -- the replacement fee is \$5.00.

5.13.4 Black Belt Certificate -- the replacement fee is \$25.00.

5.14 Schools are required to send to WKSA headquarters by the 15th day of each month:

5.14.1 Registration Documents for the prior month;

5.14.2 Testing results for the prior month; and

5.14.3 All fees related to the above.

Even if a School has none of the above for a month, the School must still submit a report stating that fact (a "No Activity Report"). Any School that fails to provide any of the items set forth in this **Article 5.14** or a No Activity Report for a ninety (90) day period, will be declared inactive and in default of these QAP, the Franchise Agreement or other right to operate a School may be terminated.

ARTICLE 6

DRESS CODE

ARTICLE 6. DRESS CODE

- 6.1** Standard practice WKSA uniforms consist of plain, black, wrap-around jackets and plain black pants **neither of which must have any markings, except those authorized herein**. Authorized markings are limited to:
- 6.1.1 The name 'KUK SOOL WON™' in English or Korean letters.
 - 6.1.2 A Logo patch centered on the back of the uniform.
 - 6.1.3 The South Korean Flag on the left side of the front of the uniform.
 - 6.1.4 The Korean word 'KUK SOOL' must be on the right side of the front of the uniform.
 - 6.1.5 The national flag of the home country (i.e., Stars and Stripes, Union Jack) may be worn on the left muster or with the Korean flag on the left side of the uniform. This patch cannot be more than 3" high by 3 ½ "long. No other flag or patches of any design are permitted, including, but not limited to state flags.
 - 6.1.6 Member uniform jackets have the option to use a Black Belt club or Instructor patch on the bottom front right hand corner of the uniform jacket only. This patch cannot be more than 1 ½" high and 3" long.
 - 6.1.7 Schools may sell to Black Belt club Members special pants that has Kuk Sool Won™ in English or in Korean on the left side of the pants.
- 6.2** All WKSA patches must be purchased from the Association. Schools, School Owners, Designated Instructors, Members, Members and any other person shall not reproduce or otherwise make their own WKSA patches or markings.
- 6.3** T-Shirts worn under uniforms must either be:
- 6.3.1 An official Kuk Sool Won™ t-shirt purchased from an authorized supplier;
 - 6.3.2 Plain black t-shirt; or
 - 6.3.3 Local School t-shirt that has been approved by WKSA.
- 6.4** The standard Black Belt uniform is the same as the practice uniform, except it may have gold fringe around the base of the jacket. The Black Belt uniform may have the words 'WORLD KUK SOOL ASSOCIATION' in place of 'KUK SOOL WON™' in English or Korean letters.
- 6.5** The General's uniform (Jahng Goon Doh-Bok) is worn by Black Belt holders only. Under Black Belt ranks may NOT wear this special uniform. The 'Jahng Goon Doh-Bok' is trimmed in different colors according to rank:

- 6.5.1 First and Second Degree Black Belts are authorized to wear a silver trim Jahng Goon Doh-Bok together with a white mohk-doh-lee (scarf or bib) bearing the Korean Flag.
 - 6.5.2 Third Degree Black Belts are authorized to wear a silver trim Jahng Goon Doh-Bok together with a white mohk-doh-lee bearing the Logo.
 - 6.5.3 Fourth Degree Black Belts are authorized to wear a silver and red trim Jahng Goon Doh-Bok together with a white mohk-doh-lee bearing the Logo.
 - 6.5.4 Fifth Degree Black Belts are authorized to wear a red trim Jahng Goon Doh-Bok together with a white mohk-doh-lee bearing the Logo.
 - 6.5.5 Sixth Degree Black Belts are authorized to wear a red trim Jahng Goon Doh-Bok together with a red mohk-doh-lee bearing the Logo.
 - 6.5.6 Seventh Degree Black Belts are authorized to wear a gold and red trim Jahng Goon Doh-Bok together with a red mohk-doh-lee bearing the Logo.
 - 6.5.7 Eighth Degree Black Belts are authorized to wear a gold and red trim Jahng Goon Doh-Bok together with a gold mohk-doh-lee bearing the Logo.
 - 6.5.8 Ninth Degree Black Belts are authorized to wear a gold trim Jahng Goon Doh-Bok together with a gold mohk-doh-lee bearing the Logo.
 - 6.5.9 King's teacher's uniform (WAHNG SA DOH-BOK) is distinguished by the twin dragon symbol and the colors gold, green and lavender as representing the Royal Household. Only Kuk Sa Nim is authorized to wear this uniform.
- 6.6** Black Belts may wear a gold Logo lapel pin on their uniforms. Under Black Belts may wear a silver Logo lapel pin on their uniforms. All lapel pins must be purchased from the Association or an approved supplier.
 - 6.7** A Member shall wear a uniform, which signifies his or her rank, but may not wear any uniform that signifies a higher rank.
 - 6.8** Black t-shirts (plain or Kuk Sool Won™ official t-shirt - ***not a souvenir t-shirt***) may be worn by Members in place of uniform jackets, with the School Owner's or Designated Instructor's permission only. The Kuk Sool Won™ official t-shirt consists of the Logo and the words Kuk Sool Won™ only along with the TM and ® symbols. The name of the School is optional. If wearing a t-shirt ***underneath the jacket***, a Member has two (2) options; plain black or an official Kuk Sool Won™ t-shirt.
 - 6.9** Any formal occasion requires full and complete uniform. Formal occasions are as follows but not limited to: testing, promotion, demonstration, seminar or formal bowing procedures (i.e., bowing in and/or out of class).

- 6.10** Uniforms must be clean and neat with no tears.
- 6.11** The WKSA color belt system is used to distinguish rank among Under Black Belt Members. This color belt system is specific to Kuk Sool Won™ and no other color or combination belts may be used at any time, under any circumstances.
- 6.11.1 Belt System in Kuk Sool Won™ is as follows:
- WHITE BELT (Hiun Di)
 - YELLOW BELT (No Rang Di)
 - BLUE BELT (Chuhng Di)
 - RED BELT (Hohng Di)
 - BROWN BELT (Jah Di)
 - BLACK/BROWN BELT (Dahn Boh)
 - BLACK BELT (Yoo Dahn Jah)
- 6.11.2 Black/Brown belt is represented by a **black stripe running through the center of the brown belt**. Each time the Dahn Boh (Black Belt candidate) successfully completes a black belt testing, the Dahn Boh (Black Belt candidate) may be awarded a **black tab stripe** to each side of his/her belt.
- 6.11.3 The WKSA color belt system may also be used with the addition of a belt stripe system. Use of the stripe system is completely optional at each School's discretion. This stripe system is specific to Kuk Sool Won™ and may not be altered.
- White Belt with YELLOW stripe(s)
 - Yellow Belt with BLUE stripe(s)
 - Blue Belt with RED stripe(s)
 - Red Belt with BROWN stripe(s)
 - Brown Belt with one (1) BLACK stripe
- 6.11.4 While it is acceptable to use a belt stripe system as outlined above, it is specifically forbidden to use colored belts that have a black stripe, or any other color stripe, running through their center. This black stripe belt is for the exclusive use of the Black/Brown Belt. **ONLY** colored tab (tape) stripes are allowed. These colored tabs (tape) stripes represent the color of the next belt the Member is to achieve.
- 6.12** Special children's demonstration uniforms may be worn only for demonstration purposes. These uniforms may not be worn in regular class or any other School functions. These special children's uniforms are available for purchase by the School and must be obtained from the Association or suppliers approved by the Franchisor or the Association.
- 6.13** **Black Belts must NOT wear any Black Belt other than those presented by or obtained from the Association.**

ARTICLE 7

PRIVILEGES

AND

RESPONSIBILITIES

OF RANK

ARTICLE 7. PRIVILEGES AND RESPONSIBILITY OF RANK

7.1 Generally, etiquette and respect are two of the main pillars of the Kuk Sool Won™ spirit in which we enrich the experience of learning a traditional martial art. As such, the Franchisor and the Association strive to educate all Members about these concepts. All Members are encouraged to learn and properly execute all forms of etiquette and respect to each other, in particular to senior Members. It is through proper education and corrections that all Members may fully appreciate the physical and mental training of Kuk Sool Won.™ It is the Association's goal to bring the best possible learning atmosphere for all Members; however, the Association reserves the right to terminate the membership of any Member if the Member continues to lack proper etiquette and respect. Depending on rank and position, each Member has various privileges and responsibilities. All Members are subject to these rules and regulations, which may change at any time.

7.2 Relating to all Members, including Black Belts:

7.2.1 Individual Member membership information at each School may be disclosed to the Franchisor and WKSA and must be kept in confidence for School business only. Member records must be safely kept at a secure location determined by the School.

7.2.2 Publishing or discussion of any personal information, disparaging remarks or statements, or grievances relating in any way to another Member, School, the Franchisor, the Association, or any employee, officer or owner of the foregoing, is prohibited. This QAP sets forth the acceptable way to discuss and resolve issues and must be followed. The use of internet forums, blogs and social networking sites to discuss grievances or other matters relating to the Association or the Franchisor is prohibited. Any person found to be breaking this rule may lose their membership in the Association thus forfeiting all privileges and rights of membership.

7.2.3 Refer to the Member Handbook and Black Belt Handbook for more detail on privileges and responsibility of rank which are deemed incorporated into this QAP.

7.3 Relating to Schools, School Owner and Instructors: All of the above rules apply, in addition to the following:

7.3.1 Communication among Schools, School Owners, Instructors and Members from different WKSA Schools is encouraged. Sharing knowledge is beneficial to the organization and the individuals. However, discretion must be used. Personal information regarding Members must not be divulged. There must

be no sharing/exchange/practicing any Kuk Sool information (technical or otherwise) with Non-Members or their affiliates. Any person found to be breaking this rule, will lose their membership in the Association, thus forfeiting all privileges and rights of membership.

- 7.3.2 Each School shall set the price for the lesson fees it charges its Members; however, it should be reasonable and courteous to neighboring Schools to place a “common” and acceptable fee. It is recommended that the each School set a course fee (tuition) for each rank of Black Belt training.
- 7.3.3 **All Designated Instructors or School Owners are required to attend an Instructor's Seminar and/or Workshop at least once a year.** Instructor's Seminars and Workshops will be offered periodically throughout the year. These seminars and workshops may reinforce business-operating principles, provide a forum for sharing ideas, and provide an opportunity to inform all attendees of forthcoming changes to this QAP. All Black Belts are strongly recommended to attend a WKSA official seminar and/or workshop annually. However, all Black Belts are required to attend at least two official WKSA events (Seminar and/or Tournament) before promotion to the next rank. **Promotion may be denied without the verified attendance of these events.** Any Member who cannot meet these requirements, must submit a written statement to WKSA HQ at least six months prior to his/her projected promotion. The Association will form an ad hoc committee to provide a recommendation to the Grandmaster, and the Member will be notified of the decision about whether promotion will be denied based on failure to meet these requirements. The decision will be made on case by case.
- 7.3.4 Any School, School Owner or Instructor must immediately inform the Association if they have knowledge that any Member or Instructor attends or participates in any other martial arts instruction, seminars or workshops organized by associations other than WKSA.
- 7.3.5 If any School Owner or Designated Instructor is determined to be breaking any of these rules, WKSA may, upon notice, immediately terminate the School Owner's or Designated Instructor's membership with WKSA and deny any access to WKSA related activities.

Each School is responsible to disclose these privileges and responsibility of rank to its Members, Instructors and Black Belts. The Association shall provide the Member Handbook and Black Belt and Instructor Handbook for that purpose.

ARTICLE 8

MERCHANDISING

AND

ADVERTISING

ARTICLE 8. MERCHANDISE & ADVERTISING

- 8.1** All Black Belt Uniforms, Generals' Uniforms, Instructor Uniform, Black Belts, BBC Pants and Patches must be obtained from WKSA or suppliers approved by WKSA in writing. Currently the only authorized supplier of these items is GayaWon, LLC.
- 8.2** Merchandise bearing the Trademarks may be resold to WKSA Members ONLY, **and may not be resold to the general public or at other martial art schools or events.** All orders for merchandise must be made on the approved order form (see the WKSA School Owners Web Page for current form). **Special pricing is available only for the School Owner or Designated Instructor of a School.**
- 8.3** Any School Owner or Designated Instructor that wishes to produce any t-shirts, advertising, marketing material or other publication or production relating to Kuk Sool Won™ or the use of the Trademarks must first obtain the approval of WKSA by submitting an application to WKSA Headquarters with a draft of the proposed t-shirt, advertising, marketing material or other publication or production, together with the number of articles to be produced. WKSA may deny such a request at its sole discretion. **If approval is obtained, the School Owner or Designated Instructor may produce approved merchandise for their own School ONLY and are NOT allowed to produce approved merchandise for any other WKSA Schools.** For approval purposes, at least thirty (30) days notice is required.
- 8.4** T-shirts that are be printed by individual Schools, **with prior authorization by WKSA** as stated above, may contain only the following markings:
- KUK SOOL WON™
 - Kuk Sool Won™ of (Location). The School name shall never be used without the prefix of Kuk Sool Won™.
 - The Logo. All Logo reproduction must carry the ® symbol.



No other markings are allowed without the express written permission of WKSA.

- 8.5** Photographs or drawings bearing a likeness of Kuk Sa Nim or Masters may not be used on merchandise or advertising without each individual's written permission.
- 8.6** Schools are not allowed to create and/or use their own logo or trade name with respect to a School.

8.7 WKSA Schools Website Standards

All WKSA Schools must have their Website design approved by the WKSA prior to the site being posted. Similarly, all changes, modifications and updates should also be approved by the WKSA prior to posting.

WKSA will approve websites utilizing the following criteria. All sites:-

- 8.7.1 Must have the name “Kuk Sool Won™ of (assigned name from WKSA HQ) and the fist logo with the ® symbol included to the right hand side of the fist, and the School Name and fist logo must be at the top of the very first page and/or the Home Page.
- 8.7.2 No other name other than that assigned by the WKSA shall be used to represent the School.
- 8.7.3 No other logo or design other than the official WKSA Logo shall be used to represent the School.
- 8.7.4 The Home Page must contain the description and history of Kuk Sool Won™ in addition to Kuk Sa Nim’s history, either as a link, or button to another page.
- 8.7.5 The Home Page must contain a direct link or button to the WKSA HQ website.
- 8.7.6 No other Martial Art Association/Federation/School or entity shall be linked to the School Website.
- 8.7.7 Any “members only” intra-site must be accessible by WKSA HQ.
- 8.7.8 No other business entity or “side line” of the School, its Instructors, or Students shall be included on the School Website.

ARTICLE 9

OPERATION OF A SCHOOL

ARTICLE 9. OPERATION OF A SCHOOL

- 9.1** The name 'KUK SOOL WON'™ and Logo *must be displayed outside the School*. The words “Martial Arts” are allowed. No other martial arts name or logo may be displayed in any WKSA School or used on **any merchandise**, business paper, business cards or similar materials. **No personal names are allowed** and shall not be displayed with the Trademarks.
- 9.2** The outside sign shall be limited to including only the following, and **MUST** be approved by the Franchisor or WKSA PRIOR to production or installation:
- KUK SOOL WON™
 - KUK SOOL WON™ TRADITIONAL MARTIAL ART
 - The Logo
- 9.3** **The Trademarks must be displayed together with the registered federal trademark symbol ® or TM as designed by the Franchisor or WKSA.**
- 9.4** **The name of the School shall be limited to Kuk Sool Won™ of (location).**
- 9.5** Every School must have an easily accessible First Aid Kit and is expected to maintain high standards of cleanliness and order. All Instructors are strongly recommended to have CPR training and it is highly recommended that all Black Belts receive similar training.
- 9.6** Each School must maintain specific and accurate records for each Member.
- 9.7** The following items must be displayed at each School:
- 9.7.1 The WKSA Syllabus, rules of etiquette, teacher's Letter of Approval and certificate of Dahn.
 - 9.7.2 The National, WKSA and South Korean flags, left to right, respectively.
 - 9.7.3 A framed photograph of Kuk Sa Nim must be displayed as near as possible to the WKSA flag. No other flags or pictures are allowed next to this group.
- The items listed above shall be immediately returned to the Association upon the earlier to occur of: (i) the closure of the School; (ii) the termination of the Franchise Agreement; (iii) such time as the School Owner or Designated Instructor is no longer a Member in good standing with the Association.
- 9.8** Schools shall NOT display awards, achievements or other items that are from or contain any reference to other martial arts or associations.
- 9.9** Each School must be kept clean, shall be well aired, have a pleasing aroma, and must be

well maintained. The training area must be a safe area to practice.

9.10 Every School must carry liability insurance and be in compliance with its regulations and all regulations contained in the Franchise Agreement. A copy of the insurance policy **MUST** be sent to the Franchisor and WKSA Headquarters.

9.11 Every School must be operated in accordance with the terms of this QAP.

9.12 Prohibited Practices

9.12.1 All Schools must teach and practice the system of Kuk Sool Won™ only according to the WKSA Syllabus. Any person found to be breaking this rule, may lose their membership with Association, thus forfeiting all privileges and rights of membership

9.12.2 A Full Time School shall be used for the teaching and the practice of Kuk Sool Won™ ONLY."

9.12.3 The Designated Instructor or School Owner may seek approval from WKSA prior to renting out all or part of a Full Time School. Such approval shall not normally be withheld unless the request or the other entity would not be in the best interest of WKSA or Kuk Sool Won™.

9.12.4 Any advertising for the Designated Instructor's or School Owner's other business must be done on a "stand alone" basis and not be included in any Kuk Sool Won™ or School advertising literature.

9.12.5 No other martial arts association and/or their representative(s) may teach, learn, or exchange martial art knowledge or technique at any time with a School, School Owner, Instructor, Member or Member at any time. Any person found to be breaking this rule, will lose their membership with WKSA, thus forfeiting all privileges and rights of membership.

9.13 Demonstrations

9.13.1 Each School may organize and conduct its own demonstration of Kuk Sool Won™ for advertising and/or community purposes only within the Territory.

9.13.2 To organize and conduct a demonstration of Kuk Sool Won™ along with another WKSA School, within either School's Territory, **prior permission must be sought for the demonstration from the Franchisor or WKSA**. No School may organize or conduct a demonstration that involves more than two (2) Schools without a written consent and approval from WKSA.

9.13.3 No School may organize or conduct a demonstration of Kuk Sool Won™ outside of the Territory without a written consent and approval from WKSA .

ARTICLE 10

**CURRICULUM-
BASED TEACHING
STANDARD**

ARTICLE 10. CURRICULUM – BASED TEACHING STANDARD

10.1 ONLY the Kuk Sool Won™ curriculum is to be taught at a School and the School Owner or Designated Instructor shall be responsible for the teaching of the Kuk Sool Won™ curriculum in his, her or its School.

10.2 The School Owner or Designated Instructor shall appoint Instructors within their own School that may teach in the *temporary absence* of the School Owner or Designated Instructor. Instructors must be approved by the Association and must be Black Belts.

10.2.1 Temporary absence is any absence greater than 15 consecutive days (but no more than 60 days of absence) of scheduled classes. In such case, the School Owner or Designated Instructor must submit a written statement to receive an approval from WKSA. Such written statement shall include but not limited to explanation of the nature of circumstance, management of the classes, duration of the absence, etc.

10.2.2 When the absence is greater 60 consecutive days or a combined total of 100 days in a calendar year, the School Owner or the Designated Instructor must contact WKSA HQ for further instruction and guidance.

Nothing set forth herein shall act to waive or modify any right the Franchisor has under the Franchise Agreement with regard to any absence.

10.3 The School Owner or Designated Instructor shall not solicit or use Instructors from other Schools to teach in their absence. In exceptional circumstances permission may be sought from WKSA for an Instructor to teach at another School.

10.4 The exception to the rules above is WKSA Seminar Lessons, or any other WKSA teaching event, when Master Instructors and nominated Black Belt Instructors, under the direction of Kuk Sa Nim, are invited to instruct.

10.5 Teaching the Correct WKSA Syllabus

10.5.1 A School shall only teach Members according to the official WKSA Syllabus which currently are:

- Under Black Belt Curriculum for Adults (Age 18 and above)
- Under Black Belt Curriculum for Youths (Age 13-17)
- Under Black Belt Curriculum for Juniors (Age 12 and under)
- Black Belt Curriculum (1st Dahn to 4th Dahn)
- Junior/Youth 2nd Dahn Curriculum
- Master Curriculum (5th Dahn and above)

- 10.5.2 When teaching a person with learning disabilities, a child, or any person with any form of physical disabilities (both temporary and permanent), the WKSA Syllabus may be altered to accommodate the particular Member; however, the School must obtain approval from WKSA to the variation and the School shall be solely liable for any problems associated with the variation. Any approved adapted Syllabus must be taught only at the School.
- 10.5.3 The School shall not teach any techniques that are outside the scope of the applicable WKSA Syllabus, nor any other techniques which are outside the scope of the Member's rank.
- 10.5.4 Special enrollments (such as Black Belts Club Class) may be taught Jool-Bong, staff and sword *etiquette and technique*, as discussed below, however, **no other weapons are to be taught to any Member under the age of 18.**

10.6 Extra Black Belt Curriculum Training

- 10.6.1 The Instructors shall pay special attention to the teaching of weapons. Any Member under the age of eighteen (18) is subject to the following restrictions:
 - 10.6.1.1 *Sword, Staff, Jool-Bong, Archery* may be taught ONLY when the legal parent or guardian has executed a release and waiver letter, to be held on file with the Franchisor and WKSA.
 - 10.6.1.2 Knife Throwing, Sword Cutting, Spear, and practice with any live blade weapon is **STICTLY PROHIBITED** to any Member under the age of eighteen (18).

ARTICLE 11

TESTING AND PROMOTION

ARTICLE 11. TESTING AND PROMOTION

12.1 Under Black Belt Testing Procedures:

- 11.1.1 Testing must be formal and separate from regular class, must be held at regular intervals, and must be held at individual Schools. Bowing procedures include regular bowing before and after testing, as well as bowing to the testing judges for each group being tested. Members need only perform the techniques required by the WKSA Syllabus for the level he/she is testing for. The standard WKSA Testing Form which is currently on the WKSA website is to be used for all testing.
- 11.1.2 Make-up tests may be given with the School Owner's approval. Each Member must test on all required areas of the WKSA Syllabus. Members must perform the techniques required by the WKSA Syllabus at the level being tested for. Members must be registered with the Association at least thirty (30) days before testing.
- 11.1.3 Under Black Belt testing fees may be set by each School Owner with WKSA approval. Prior to collecting any testing fees, the School Owner must send the testing fee schedule to WKSA for approval.
- 11.1.4 The decision of "PASS" or "FAIL" is made by the School Owner or Designated Instructor upon recommendation of the testing judges.
- 11.1.5 The complete **list** of "PASSED" Members with their WKSA identification numbers must be forwarded to the WKSA Headquarters **within seven (7) working days of the testing** taking place. Requests for promotion certificates must be made on the standard "Certification Request Form".
- 11.1.6 Upon receiving this information, WKSA will record the new rank and issue a WKSA Certificate of Promotion. WKSA will endeavor to issue certificates within five (5) working days of receipt. Then the School Owner or Designated Instructor may issue the Certificate of Promotion to the Member at promotion ceremonies. **School Owners must send all color belt certificate fees in the amount of \$5 per Certificate to WKSA HQ. School Owners will retain stripe testing fees.**
- 11.1.7 **School Owners that request Certification of Promotion thirty (30) days after the date of testing will be subject to a late fee of \$25.00**
- 11.1.8 **School Owners that request any back dated Certificates of Promotion will be subject to the late fee of \$25.00, in addition to a fee of \$5.00 for each Certificate requested.**

- 11.1.9 Each School Owner or Designated Instructor is authorized to promote Members up to the rank of Black/Brown Belt (Dahn Boh), providing the Member can proficiently demonstrate the required material from the WKSA Syllabus for the rank being tested.
- 11.1.10 All Members are required to complete the course outline for each rank. Skipping belts is not allowed at any level.
- 11.1.11 The Association does not participate in the exchange of rank with other martial art styles or associations. Individual WKSA Schools are not allowed to participate in any such rank exchanges. **If a prospective student has achieved some proficiency in another martial art, they may not transfer that rank when they begin Kuk Sool Won™ training.** Everyone, regardless of rank in other martial arts, is required to learn the WKSA Syllabus from white belt up. Instructors may not allow Members to double test or skip rank in progression to the next level.
- 11.1.12 Upon reaching Black/Brown Belt (Dahn Bo Nim), represented by a brown belt with a black line running the length of the belt, the Member must register with WKSA to become an official Black Belt candidate. For details, refer to the Black Belt Handbook.

11.2 Black Belt Testing Procedures:

- 11.2.1 All Black Belt testing will be authorized by Kuk Sa Nim or his official representative. Currently, all first and last test before promotion is under the supervision of Kuk Sa Nim. However, Kuk Sa Nim reserves the right to delegate the direct supervision to a representative.
- 11.2.2 Local testing will be held every three months at which all Black Belt candidates must be prepared to test. Candidates' qualifications and testing fees must be arranged and pre-approved prior to testing as described previously in this QAP.
- 11.2.3 Each Black/Brown Belt (Dahn Bo Nim) candidate must have the recommendation of his/her School Owner or Designated Instructor. All testing fees are one-time only fees, and the fees are subject to change at any time. If the candidate does not pass, he/she may test again without repayment of that particular testing fee.
- 11.2.4 Each Black/Brown Belt (Dahn Bo Nim) candidate **MUST** participate in at least two (2) Seminars or Tournaments before the promotion to Black Belt 1st Dahn in accordance with the Black Belt Handbook.

- 11.2.5 To register for Black Belt Promotion, the School Owner or Designated instructor must complete the Black Belt Promotion Form, and attach the Candidate's WKSA ID Card, fully completed with the history of testings. In addition, the School Owner may send photographs of the Black Belt candidate in full uniform. The photos on the Black Belt Certificate and the ID card are optional. The sizes are one (1) passport size, and the other is Driver's License size. The photos must be attached with the Promotion Request Form at least one (1) month prior to the date of the promotion; otherwise, the photo will not be placed on these items.
- 11.2.6 The form and photographs **MUST** be received at WKSA at least one (1) month prior to promotion. Photos must be a good likeness of the member, **in uniform**. A WKSA Black Belt progress file is created, a permanent WKSA Black Belt ID number is assigned, and a certificate of Dahn (Black Belt degree) and Black Belt ID card are presented to the new WKSA Black Belt during his/her promotion ceremony.
- 11.2.7 The Black Belt Promotion Ceremony: Currently official promotion ceremonies are conducted by Kuk Sa Nim or his representatives. The official promotion ceremony currently goes as follows: (i) formal bows to Kuk Sa Nim or his representative; (ii) official statement that indicates the certificate is from WKSA and authorized by Kuk Sa Nim, and, if applicable, that the person giving the certificate is a representative for Kuk Sa Nim; (iii) reading of the certificate, (iv) the presentation of the Black Belt and gold pin; and (v) presentation of the Black Belt Certificate by Kuk Sa Nim or his representative.
- 11.2.8 Only Kuk Sa Nim or his representatives are authorized to promote Members to Black Belt level or higher. No other Black Belt certificate is recognized for WKSA rank and promotion.
- 11.2.9 For all Black Belt rank promotion, there are certain average lengths of time to achieve various ranks. These lengths of time may vary according to each Member's training schedule and ability. However, a Member must not be recommended for Black Belt promotion without a reasonable amount of training time and experience. The reasons for the time requirements include: (i) mental and physical maturity; (ii) continued efforts to maintain skills through training patience and perseverance; (iii) building martial art character; and (iv) respect earned rank rather than time served. Kuk Sa Nim reserves the right and authority to advance or delay any and all candidate's promotion time.

11.2.10 Time Frames and Requirements:

11.2.10.1 The average length of time to train from White Belt to First Degree (Dahn) Black Belt promotion is typically three to four years. (accumulated hours of training do-jahng assistance) – 5 times a week for 3 years vs. 2 times a week for 4 years.

11.2.10.2 To begin any rank above First Degree (Dahn) Black Belt promotion, refer to the Black Belt Handbook.

ARTICLE 12

**SEMINARS,
TOURNAMENTS
AND
WORKSHOPS**

ARTICLE 12. SEMINARS

12.1 Seminar requirements:

- 12.1.1 Seminars will be conducted **ONLY** by Kuk Sa Nim or his official representative. No School Owner or Instructor may conduct a Seminar unless authorized in these QAP and in writing by WKSA.
- 12.1.2 Only Schools or Instructors in good standing will be allowed to sponsor/host or attend Seminars.

12.2 School Owners Sponsoring or Hosting a Seminar must provide the following:

- 12.2.1 The School Owner is responsible for assuring adequate attendance at the Seminar. The minimum attendance requirement is set at 20 Members.
- 12.2.2 The Do-Jahng or facility to be used must be of adequate size.
- 12.2.3 The Do-Jahng or facility **MUST** be clean and well maintained.
- 12.2.4 The School Owner **MUST** be totally conversant and not in default of these QAP or Franchise Agreement.
- 12.2.5 The School Owner is responsible, at its own expense, for the well-being and care of Kuk Sa Nim together with the Seminar Team, throughout the School's Seminar. This includes but is not limited to:
 - Hotel Accommodations
 - Meals
 - Laundry
 - Transportation during the event
- 12.2.6 The School Owner or Designated Instructor shall ensure that **ONLY** Members in good standing attend the Seminar.
- 12.2.7 Payment for a WKSA Seminar must be made by the Member directly to T.N.S., LLC or any other party designated by WKSA. The School may not act as an intermediary, and may not submit either their own personal check, a School check, a personal credit card or the School credit card for any seminar payment.
- 12.2.8 T.N.S., LLC or any other party designated by WKSA will accept the Member's personal check, Member's credit card, Member's money order or Member's cash payment. All payments are to be received **PRIOR** to the Members participation in the Seminar.

12.3 Hosting A WKSA Tournament

- 12.3.1 No individual or entity can host a tournament without the express written consent of Kuk Sa Nim and WKSA. Written permission will be in the form of a separate written agreement signed by WKSA and the host. **No arrangements or organization of any kind must commence until the Addendum has been fully executed by both parties.**
- 12.3.2 No merchandise or other tournament paraphernalia may be produced except in accordance with these QAP.
- 12.3.3 All WKSA tournaments must use the WKSA Standard Tournament Rules in accordance with the Tournament Handbook. No sponsorship of 'open' tournaments will be permitted under any circumstances.
- 12.3.4 The Tournament Host is defined as the School Owner or Designated Instructor who is responsible for gaining permission from WKSA to hold the tournament, and, as such, is responsible, at their sole expense, for the following:
- 12.3.4.1 Insurance - the Host must obtain adequate liability insurance to cover all activities of the tournament.
 - 12.3.4.2 All administration and organization relating to the tournament.
 - 12.3.4.3 All debts and obligations that may be incurred relating to the tournament including transportation and hospitality for visiting special guests, i.e., Kuk Sa Nim and Masters.
 - 12.3.4.4 All publicity relating to the tournament.
 - 12.3.4.5 Production of approved tournament paraphernalia such as winners' medals, trophies and competitors' commemorative pennants.
 - 12.3.4.6 Insuring adequate medical personnel (i.e., doctor, nurse, First Aid or E.M.T. personnel) are available.
 - 12.3.4.7 Compliance with any government regulations or obtaining any permits required.
 - 12.3.4.8 Delegation of any of these responsibilities must be specific and approved in writing by WKSA before final approval to host a tournament is given.
- 12.3.5 Any Instructor assisting in organizing a WKSA tournament, must refer to the Tournament Handbook for the necessary procedures and equipment list in order to prepare for tournament day.
- 12.3.6 Any Designated Instructor/School Owner or Member that is taking part in any Tournament does so under their own volition and accepts full responsibility for their actions and own welfare. ***No person shall have any claim against the WKSA, the Franchisor, Kuk Sa Nim and their affiliates, employees, officers, agents, or sponsors.***

- 12.3.7 Payment for Tournament must be made by the Member directly to T.N.S., LLC or any other party designated by WKSA. The School may not act as an intermediary, and may not submit either their own personal check, a School check, a personal credit card or the School credit card for any Member tournament payment.
- 12.3.8 T.N.S., LLC or any other party designated by WKSA will accept the STUDENT's personal check, STUDENT's credit card, STUDENT's money order or STUDENT's cash payment. All payments are to be received PRIOR to the Members participation in Tournament.

12.4 Business Seminar

School Owners, Designated Instructors and Instructors may participate in a Business Seminar so long as there is:

- 12.4.1 No training of martial arts, formal or informal.
- 12.4.2 No sharing of martial arts and/or exchange of Kuk Sool Won™ information that includes but not limited to the QAP, materials received during the Seminars, etc.

12.5 Workshops

Schools Owners or Designated Instructors may hold Workshops. A “**Workshop**” is a class of regular length, generally dealing with a specific, underlying topic, which is scheduled beyond the regular classes. Generally, a separate tuition is charged. Schools may conduct their own Workshops for Members of that School ONLY. In addition, the material included in the Workshop shall be related to Kuk Sool Won™ ONLY and the Association must be consulted regarding the content. A School must request and receive permission from the Association to conduct a Workshop or any other kind of classes, other than normal classes, especially if the Workshop is conducted by an Instructor other than the Designated Instructor.

ARTICLE 13

PENALTIES AND REPRIMANDS

ARTICLE 13. PENALTIES AND REPRIMANDS

- 13.1** Any Under Black Belt or Black Belt's membership with the Association may be terminated immediately for any of the following reasons:
- 13.1.1 Direct opposition to WKSA's or the Franchisor's goals.
 - 13.1.2 Failure to follow the QAP.
 - 13.1.3 Continuous, or repeated violation of any of WKSA's or Franchisor's rules and regulations.
 - 13.1.4 Negative influence towards Franchisor, WKSA, Members or society.
- 13.2** Should any Member commit any action that may bring disrepute to Kuk Sool Won™, the Franchisor, WKSA, or their affiliates, Officers or Owners, that Member, may have his or her membership **immediately suspended by WKSA.**
- 13.3** A suspension will remain in effect, until such time as the action that was the basis of the suspension is resolved to the satisfaction of WKSA. If the action is not resolved within ten (10) days or if the action results in a criminal charge, the suspension will become permanent and **the Member will be expelled as a Member of the Association immediately and all rights and privileges of being a Member of the Association are terminated.**
- 13.4** **During any suspension or after expulsion, individuals are banned from training at any School and from having any official contact with WKSA, the Franchisor or other Members.**
- 13.5** **Actions that may warrant suspension or expulsion include but are not limited to:**
- 13.5.1 Criminal Sexual Offenses.
 - 13.5.2 Theft / Robbery.
 - 13.5.3 Mental Instability.
 - 13.5.4 Assault/Battery.
 - 13.5.5 Murder or Attempted Murder.
 - 13.5.6 Threatening any of the foregoing.
 - 13.5.7 Any Felony.

- 13.5.8 Any act that brings Kuk Sool Won™, the Franchisor, WKSA, or any of their Affiliates, Suppliers, Agents, Officers, or Employees into disrepute or embarrassment.
- 13.5.9 Any act that is disrespectful to the, Franchisor, WKSA and Kuk Sa Nim.
- 13.5.10 Teaching, sharing, or disclosing WKSA or Kuk Sool Won™ information to Non WKSA Schools and Non WKSA members.
- 13.6** Any cause for complaint or grievance against another Member shall be submitted to the Disciplinary Committee for resolution.
- 13.7** A School shall ensure that all Members under its control do not continue any association with a suspended or expelled member.
- 13.8** Any School, Owner, Instructor or Member aware of an infringement of the QAP or any WKSA rules must report this to the Franchisor and WKSA who will take reasonable actions to keep the confidential the identity of the person making the report. The report will be reviewed by the WKSA Disciplinary Committee and acted upon accordingly.

ARTICLE 14

GRIEVANCE PROCEDURE

ARTICLE 14. GRIEVANCE PROCEDURE

14.1 In order that all grievances are handled and conducted in the appropriate manner, the following procedures must be followed.

14.2 Under Black Belt Member grievance against an Instructor:

14.2.1 Relationships between a Member and his/her Instructor shall be dealt at the School level and WKSA shall not act as an arbitrator.

14.2.2 Members may report cases of misconduct, or other more serious issues to WKSA in writing.

14.2.3 If an Instructor requests a Member to leave the School, the Instructor shall have no further control or involvement concerning that Member.

14.2.4 If the request to leave is for any issues that would bring the Franchisor or WKSA into disrepute, the Instructor shall inform the Franchisor and WKSA.

14.3 Black Belt Member grievance against an Instructor:

14.3.1 The Black Belt must immediately and above all respectfully, advise the Instructor that an area of concern needs to be addressed.

14.3.2 If the concern cannot be resolved between the two parties, the Instructor shall further the concern to WKSA and Kuk Sa Nim for resolution. The decision of Kuk Sa Nim, or his designated representatives, shall be final and binding.

14.3.3 At no time shall the two parties concerned involve a third party - unless that third party is Kuk Sa Nim, or his designated representatives.

14.4 Instructor grievance against another Instructor:

14.4.1 The Instructor must immediately and above all respectfully, advise the Instructor that an area of concern needs to be addressed.

14.4.2 If the concern cannot be resolved between the two parties, the Instructor shall further the concern to WKSA and Kuk Sa Nim, or his designated representatives for resolution. The decision of Kuk Sa Nim, or his designated representatives, shall be final and binding. This would include Members changing Schools and attendance at Tournament, Black Belt Testing and Seminars.

14.4.3 At no time shall the two parties concerned involve a third party - unless that third party is Kuk Sa Nim, or his designated representatives.

14.5 Black Belt/Instructor against WKSA

- 14.5.1 Any Instructor or Black Belt that has a grievance against WKSA shall respectfully bring the area of concern to the **WKSA** Grievance Committee. *The Instructor or Black Belt shall not discuss this grievance with any other person or entity.*
- 14.5.2 The **WKSA** Grievance Committee may refer the matter to other persons or entities for investigation purposes.
- 14.5.3 The decision by the WKSA Grievance Committee shall be final and binding.