

Erotic Blueprint Coach Certification Code of Professional Conduct and Ethics  
v. 3.0 Revised June 10, 2021

## Introduction

The code of professional conduct and ethical behavior for the Certified Erotic Blueprint Coach (hereinafter referred to as the “Code”) is the set of standards by which each coach who has been certified under the Erotic Blueprint Coach Certification Course (hereinafter referred to as “Blueprint Coach” or “BC”) is expected to comport themselves in their professional representations of themselves as a BC. These codes of conduct as set forth are not exhaustive. The fact that a given conduct is not specifically addressed by the Code does not mean that it is necessarily either ethical or unethical or that it necessarily complies with the rules and expectations of the Erotic Blueprint or the ability to use the licenses granted under the Erotic Blueprint Breakthrough Coach (“EBBC”) Certification Licensing Agreement. A BC is an Independent Contractor and is in no way considered an employee or contractor of or for The Company. As a licensee of the Erotic Blueprint Methods, Frameworks and Trademarked/Copyrighted materials, a BC is required to follow all state, local and federal laws in connection with this/her professional responsibilities under this License Agreement at all times.

All BC's working in their official capacity as a Licensed coach, teacher, assistant, or organizer agree to adhere to this Ethics Code and the rules and procedures used to implement it. This Ethics Code applies to all BCs' professional activities including Erotic Blueprint client coaching, individual or group work, teaching, training, assisting, supervision, consulting, and organizing. All personal and private conduct is outside the scope of this Code. The Ethics Code provides standards of professional conduct to be adhered to by the BC in conducting all professional duties under this License Agreement.

The procedures for filing, investigating, and resolving complaints of unethical behavior are described in the **Grievance Process**. Licensors may take the following actions for violation of the Ethics Code, which include, but are not limited to, reprimand, censure, and termination of certification, severability and indemnification, pursuit of damages, injunctions, equitable relief and attorney's fees.

## Preamble

Erotic Blueprint Coaching is wholly owned by Jaiya, Inc. its assigns or subsidiaries (Referred to in this document as variously - Licensors or The Company) and is comprised of a unique set of copyrighted and trademarked Proprietary Materials and intended to be used as a guide for assisting people to create a healthier, more satisfying and integrated relationship to their own sexuality, whether single or in partnership. Erotic Blueprint work provides a language for communicating about sex, sexual desire, intimacy, connection and sexual wellness.

BCs may perform in various roles such as teacher, trainer, coach, assistant, organizer, consultant, and supervisor depending on the individual written consent of each client.

This code is intended to provide both the general principles and the rules covering most situations encountered by BCs. It has as its primary goal the welfare and protection of the individuals and groups with whom BCs work. It is the individual responsibility of each BC to aspire to the highest possible standards of conduct. BCs shall respect and protect human, civil and sexual rights, and shall not knowingly participate in or condone harassment, unwanted sexual contact or advances, and/or unfair discriminatory practices.

The development of a dynamic set of ethical standards for BCs work-related conduct requires a personal commitment to a lifelong effort to act ethically; to encourage ethical behavior by students, supervisees, employees, and colleagues, as appropriate; and to consult with others as needed concerning ethical problems. Each BC supplements, but does not violate, the Ethics Code's values and rules on the basis of guidance drawn from personal values, culture, context, and experience.

### **Duties and Obligations Towards Your Students/Clients**

1. BCs will be professional in attitude and conduct, responsible in relations with clients and students, reliable in agreements and timely in appointment schedules.
2. BCs will introduce prospective students to the techniques of the EBBC and Core Erotic Blueprints and BCs agree to give each student a copy of the Erotic Blueprint Consent Guidelines (available in the Coach Hot Hub), which shall set forth a range of options from which a student can actively and in writing elect to serve their own education.
3. BCs recognize the importance of consent and choice in all sexuality education with groups and individuals. BCs shall include in their training of their students, education about consent and choice provided by Erotic Blueprint and actively create learning environments where students are empowered to exercise these skills.
4. **No physical touch is permitted between BCs and their clients as related to the training or services provided as a BC.**
5. Regarding Sexual Contact and/or Conduct with Students:
  - a. BCs hereby acknowledge the importance of maintaining appropriate boundaries.
  - b. BCs shall be conscious and make their students conscious that while we share authentic intimacy, Erotic Blueprint Coaching sessions will neither fulfill BCs, nor their students' desire for sexual connection.
  - c. In group or individual sessions BCs shall remain fully clothed. BCs shall request that students bring their partners when they wish to learn interpersonal erotic skills or invite them to share and learn with another partner when appropriate, full consent for any action done between BCs and their students or between students must be affirmatively granted and no promise of remuneration, or compensation for that consensual interaction may be made or enacted.
  - d. BCs understand the inherent power BCs may hold in their role of teacher. BCs are not permitted to use any inherent or apparent power over their students for any psychological exploitation of students, whether sexual or non-sexual. Any such conduct will be considered an incurable material breach of this Agreement, resulting in immediate termination and reporting to the requisite legal authorities by Licensor for investigation and prosecution of same.
  - e. BCs will not engage in a personal "romantic" or "sexual" relationship with a client during the term of the coaching/client relationship, except under the following conditions:
    - i. If there is intent to engage in a "romantic" or "sexual" relationship as desired by both parties with consent and without coercion, there is a required cooling off period of 90 days, where the coach/client relationship has been formally terminated in writing and the client has formally consented in writing;
    - ii. There will be no contact between the affected parties for 90 days from the date of such writing;
    - iii. The intent to engage in said relationship must be revealed to Licensor; and
    - iv. A provided script must be delivered to the client/student by the Coach, so that the terms of the cooling off period are clear.

6. BCs acknowledge the importance of physical, emotional, and spiritual well-being. Protecting the health of both student and professional, BCs recognize the need for risk-reduction and professional protocol in all individual and group educational scenarios. BCs shall take steps to minimize any physical or emotional harm, in active collaboration with all students.
7. BCs will refrain from providing training sessions and/or presenting any instructional material while either the BC or the client/student is under the influence of alcohol or illegal drugs.
8. BCs will consider the limits of their skills and experience before accepting requests for or providing educational or instructional services to potential students. Further, BCs will refuse professional work for which they are insufficiently prepared.
9. BCs will seek the advice of colleagues or supervisors as a routine part of their practice or training. In consultations, confidential information that reasonably could lead to the identification of the student shall not be shared without the prior written consent of the student.
10. BCs will terminate professional services to and relationships with students when such services are no longer required or no longer serve the needs and interests of the students.
11. BCs may unilaterally terminate services, on just and reasonable grounds after careful consideration of all situational factors and any possible adverse effects. BCs are responsible to make appropriate referrals and providing support to students during this transition.
12. BCs are required to report any concerns about potential clients or students who exhibit any serious psychological distress and/or threatening or erratic behavior and shall not be permitted to provide professional services to any such clients/students. Provision of the training to this category of clients/students may result in a material breach of this Agreement and suspension or termination without a refund of any pre-paid dues or membership fees. To the extent that a BC is also a licensed healthcare provider (doctor, psychologist, psychotherapist, etc.), a separate agreement related to this provision shall be required between Licensor and the BC prior to any such training to the student(s).

#### **Duties and Obligations Regarding the Preservation of Confidentiality**

13. BCs will respect, defend, and preserve the privacy of all information gained during instructional sessions and comply with all personal privacy laws.
14. BCs will not release professional obligations for confidentiality except by written authorization from their students, statutory requirement, or court order. A general, nonspecific, or verbal authorization is not sufficient and will result in termination of this Agreement..
15. BCs will preserve the anonymity of students when using information for purposes of teaching, research, and supervision. The sharing of confidential information of students enrolled in Jaiya, Inc. membership groups such as Erotic Freedom Club should be respected and maintained, even if the student has shared details openly or publicly inside one of the Membership groups. Any sharing of such information from the BC to any third party must have written consent from the client.
16. BCs will require all persons attending classes or private tutoring sessions to reach a written or spoken agreement that respects and maintains the confidentiality of information shared during such sessions.
17. BCs will maintain appropriate professional records of all client coaching sessions and keep such records confidential at all times. Any breach of confidentiality shall be an incurable material breach and result in immediate termination or suspension of this Agreement.
18. The BC shall be solely responsible for complying with the record-keeping requirements outlined in this Agreement, and other record-keeping requirements. The Licensor shall not be held responsible and shall remain blameless for a breach by the BC in meeting these record-keeping requirements.

19. BCs will obtain informed, written permission from students before taping, filming, or recording in any manner, any session, explaining the intended use of the tape, video or other recording and the limits of confidentiality and the BC shall comply with all federal, state and local laws regarding such recordings in the state in which the BC is conducting business. All BCs shall obtain a separate release form signed by the students/clients prior to recording any such video. Written permission is required with respect to, without limitation, interactions with a client/student, one-on-one session work, group coaching, seminar and/or retreat presentations, and other training-related functions. Any deviation from this paragraph shall result in immediate suspension of this Agreement pending further notice.
- a. The BC may have a legitimate interest in recording a client session(s). To that end, per U.S. Federal laws such as the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and European requirements and compliance laws, namely the General Data Protection Regulation Act (GDPR), the BC agrees to notify the client before the recording commences, so that the client may give consent at the time of the recording. Recordings may be either audio-only or audio/visual, depending upon the client's preference. The BC shall store such recordings securely, and dispose of them securely when these recordings are no longer necessary. The rights of the client with regard to such recordings are as follows:
    - i. Right to Access Personal Data. The client has the right to access their personal data, including recordings. If the client requests access to their personal data, including recordings, the BC must comply with that request within 30 days, provided the recording has not been securely disposed of after the purpose of the recording has been fulfilled.
    - ii. Right to be Forgotten. The client has the right to request that their personal data, including recordings, be deleted. The BC must have the ability to permanently delete the recording, provided that the recording is no longer necessary to fulfill the original purpose it was intended for.

### **Duties and Obligations Towards the Profession**

20. The EBBC intends to provide the public with a deeper awareness of personal sexuality, expression, and satisfaction. As such, any public representation by a BC of the EBBC profession shall be respectful, in congruence with this Code, and shall have the intention of furthering the profession.
21. BCs will conduct their professional responsibilities in an honest and accurate manner at all times.
22. BCs will be responsible for reporting any inaccurate advertisement, description, or explanation of services and the principles of Erotic Blueprint Coaching work by any other BC or third party. BCs shall ensure that any and all such advertisements, descriptions, and/or explanations will not:
- a. create unjustified expectations regarding outcomes or benefits;
  - b. make false claims about the level of competence, training, or certification;
  - c. state or imply superiority to other methods or educational opportunities;
  - d. state or imply superiority to other Blueprint Coach practitioners;
  - e. suggest that the EBCC can diagnose, treat or prevent any medical or psychological condition; and/or
  - f. violate any covenant of the Licensing agreement including, without limitation, state policies and/or procedures outside of the approved EBCC Training, use any material not approved for use by EBCC, use or cause to be used, any confidential information outside the scope of the Licensing Agreement or any terms or conduction related thereto, and any other policy or procedure set forth collectively herein.

23. BCs may not mix or combine other modalities in connection with their EBBC licensed services and must distinguish between their provision of EBBC services and other professional services they may offer.
24. BCs must comply with the spirit and principles of this Code at all times during the Term in their professional EBCC duties. BCs further agree that each BC shall request supervision and guidance from EBBC when confronted with a situation where he/she has difficulty understanding whether their services comply with this Code.
25. BCs may confer with each other directly with ethical concerns. Alternately or additionally, BCs may contact the Licensor representative regarding their concerns.
26. BCs will aid the Licensor in enforcing the Code and cooperate fully with an investigation of any potential reported violations.
27. BC's may not operate a monthly membership site based in any way on the EBBC modality, methodologies, practices or programs. The BC must utilize the online member portals provided by Jaiya, Inc. for their clients to be part of the Erotic Freedom Club or related communities.
  - a. An independent membership or online membership portal may be operated by the BC under the specific guidelines provided by Licensor.
  - b. If EBBC is one of many modalities offered by the BC, and the BC has previously formed an online membership group or portal, it may be permissible to maintain these sites under written permission and the specific guidelines set forth by Jaiya, Inc. on a case-by-case basis.
  - c. Online support groups for the EBBC Coaches' clients may be maintained to facilitate the connection between the members of the group and for the purpose of facilitating the coaching process upon written authorization by Jaiya, Inc. Such groups must be designated as Licensed Groups by the EBBC.
  - d. BC's whose sole practice is Erotic Blueprint Coaching may maintain a website that is EBBC certified by Jaiya, Inc. and must comply with all of the terms and conditions of the Licensing Agreement.
28. Access must be granted to Jaiya, Inc. and the Licensor to all websites owned or operated by any BC that contains Licensed Materials and Licensed Marks for compliance purposes.
29. All BCs must attend continuing education courses in order to maintain the EBCC Certification. BCs must pass all tests and remain current with the practices of being a certified coach to retain certification. Failure to remain up to date with continuing education course work may be cause for immediate suspension or revocation of the License Agreement.

#### **Duties and Obligations to Colleagues**

30. BCs are not allowed to directly solicit other BCs students/clients.
31. BCs will encourage appropriate communication between students/clients and any/all treating medical professionals if such information is provided by the students/clients.
32. If any BCs have conflicts that arise under this License Agreement with each other or the Licensor, they shall comply with the conflict resolution paragraph. Should a conflict arise amongst BC colleagues, whether as part of a training session or within a personal context, the parties agree to seek resolution to their conflict, including but not limited to mediation, in such a way as the conflict and the resolution thereof, does not adversely affect the EBCC program, Jaiya, Inc., The Erotic Blueprint Breakthrough Course™ and Erotic Freedom Club™ communities, students or the educational setting
33. This Code of Ethics is incorporated fully into the terms of the Licensing Agreement by this reference. All of these terms and conditions are subject to change and shall be binding on all BCs during the Term.

**The Licensor Grievance or Restorative Justice Process is based on the following principles:**

- Emphasis on fair and fast resolution.
- A resolution process that is supportive of all parties involved.
- Proportionate response
- Ensuring compliance with the terms and conditions of the Licensing Agreement & Code of Ethics.
- BC and Student and Client safety and integrity of the teachings.

When Licensor receives a complaint about the conduct of a BC, the Grievance Procedure starts with an appointed individual from Licensor's staff investigating the claim and engaging in a one-on-one discussion with the BC and the aggrieved party or parties. If a compromise can be made, the complainant and the BC will sign a Compromise Agreement.

This grievance process is designed to help create safety for your fellow Erotic Blueprint Coaches and clients/students and to protect the ethical codes associated to the BC company and brand.

Your client must be given access to this process at the beginning of your coaching/client contract term.

So that a client has the ability to lodge a complaint, the client(s) must be given access to the following contact information:

For lodging a complaint directly with The Company:

[jaiya@missjaiya.com](mailto:jaiya@missjaiya.com).

Global Toll Free: 669-238-3200

If the client wishes to file a complaint anonymously or has concerns about filing the complaint directly with company members, the client can contact The Company's Restorative Justice practitioner:

Diana M. Adams, Esq.

Diana Adams Law & Mediation, PLLC

Phone 347-994-9529

Fax 347-493-3552

[www.DianaAdamsLaw.net](http://www.DianaAdamsLaw.net)

Pronouns: They/Them

Honorific: Mx.

If the complaint cannot be resolved through initial investigation, a Complaints Committee shall be paneled, composed of one assigned executive of The Company, one experienced BC chosen by Jaiya, Inc. and our Restorative Justice Practitioner.

The complainant and the accused BC are invited to submit written statements and speak with the Committee. All parties must consent in advance to this process as the calls will be recorded

unless otherwise agreed to by participating parties. The Committee may request further information during the review of the written materials and the phone calls.

In cases where the complainant chooses not to participate in the Grievance Process, best efforts will be made to fairly represent the complainant's perspective about the harm caused and appropriate steps will be taken to resolve the situation in a way that honors the complainant's concerns. However, when a complainant chooses not to participate in the resolution process, The Company/Licensors reserves the right to bring the situation to a resolution based on its findings and the steps it deems necessary to reestablish safety for the Blueprint Coach Community, The Company and future clients of BCs.

The Complaints Committee or Restorative Justice Committee decides what, if any, sanctions should be imposed upon the BC and informs the BC in writing.

Possible decisions of the Complaints Committee:

- The Complaints Committee finds the complaint not credible.
- BC apologizes to the complainant, acknowledging errors in judgment.
- The Complaints Committee requests that the practitioner submits a written report to the panel within a certain time period outlining what they have learned from this experience.
- The Complaints Committee requires additional training or supervision for a specific period of time.
- The Complaints Committee suspends the BC from the EBCC for a period of time.
- The BC can appeal against a sanction if they feel it is too severe, or if they believe there has been some error in the conduct of the proceedings. An appeal follows the same procedures as the original complaints process.
- Revocation of the license of the BC. All rights granted by Certification are immediately removed. BC must cease and desist representation as an Erotic Blueprint Coach.
- In the case of damages to the EBCC brand and/or Jaiya, Inc. or related companies, or other participating coaches, the BC may be liable to EBCC and/or Jaiya, Inc. for all reasonable and necessary legal fees and costs expended by them in this process and the BC shall be solely responsible to pay his/her own legal fees and costs.

If a BC does not comply with the decisions of the Complaints Committee, the BC's License Agreement may be suspended or terminated.

The undersigned acknowledges that he/she/they will become a certified Blueprint Coach ("BC") and will abide by all of the terms and conditions of the Licensing Agreement and Ethics Code set forth herein or otherwise communicated to BC.

BC Signature: \_\_\_\_\_

BC Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_