Participating Center Agreement

Hosting, delivering in the water and verifying Mindful Diving™ training

Form MDI-C-01 · Mindful Diving Standard v2.0 · November 2026

Parties

The Institute: World Happiness Foundation Inc., a Florida not-for-profit corporation with 501(c)(3) status (EIN 47-5591893), 7203 SW 128 St., Pinecrest, FL 33156, USA, in special consultative status with the United Nations ECOSOC, acting under its brand and program name Mindful Diving Institute, represented by Luis Miguel Gallardo, Founder & President · hello@mindfuldiving.org.

The Participating Center: the dive center identified in the Center details of this Agreement.

The Center

CENTER (TRADE NAME) _____

LEGAL ENTITY / CIF _____

ADDRESS _____

AGENCY AFFILIATION(S) _____

REPRESENTED BY (NAME) _____

ROLE _____

EMAIL _____

PHONE _____

1. Purpose and nature of the relationship

1.1 The Center will host, deliver in the water and verify Mindful Diving™ training under the Mindful Diving Standard v2.0 ("the Standard", mindfuldivinginstitute.com/standard), incorporated by reference. Where this Agreement and the Standard differ, the Standard governs.

1.2 Mindful Diving™ is a complementary qualification. It sits on top of, and never replaces, the diving certifications, safety standards and professional ratings of SSI, PADI, CMAS, RAID or any other agency. The Institute is not a diving training agency and does not certify anyone to dive.

1.3 Nothing in this Agreement creates a partnership, joint venture, franchise, agency or employment relationship. Each Party acts in its own name and on its own account.

2. Status of the Center

2.1 On signature the Center becomes a **Mindful Diving™ Participating Center** for the programs in Schedule 1. This status authorises the Center to host and verify those programs; it is not the Seal.

2.2 The Seal — Certified Mindful Diving Center™ — is earned separately through the seven-pillar rubric, the Seal audit and the Charter (Standard §7 and §A). Until then the Center shall not display the Seal, the words "Certified Mindful Diving Center™" or any growth level (Seed, Branch, Reef).

2.3 Approved wording while participating: "Hosts Mindful Diving™ training with the Mindful Diving Institute".

Mindful Diving™ — an initiative of the World Happiness Foundation. Complementary to, and independent of, SSI, PADI, CMAS and RAID. All third-party marks belong to their owners. · hello@mindfuldiving.org

3. Programs covered

3.1 Further programs or dates are added by a dated addendum to Schedule 1 signed by both Parties.
3.2 Online knowledge development (Mindful Learning, MD-1 to MD-5) is delivered by the Institute on mindfuldivinginstitute.com and is not part of the Center's delivery.

(→ Schedule 1)

4. Roles and responsibilities

4.1 **The Institute** is responsible for: the design and content of the programs; the Standard and its updates; instructor training and MD-4/MD-5 assessment; verification of water-session logs; issuing, suspending and revoking credentials; the public verification register; quality assurance and audits; Institute-side data processing.

4.2 **The Center** is responsible for: the diving operation in its entirety — boats, equipment, air, staff, site selection, briefings, emergency procedures, oxygen and first-aid provision, evacuation plans; compliance with Spanish and regional law applicable to recreational diving and to the marine reserve where it operates; agency standards and professional ratings of its staff; checking every diver's prerequisites (clause 6); its own insurance (clause 9); collecting fees and issuing invoices to divers; keeping the roster and dive logs; marine-reserve fees.

4.3 **Instructors and guides** delivering the water sessions act under their own agency rating and insurance and remain within its limits. The Mindful Diving™ practices they lead add a layer of attention; they do not extend depth, gas, environment or supervision limits. An MD-3 or MD-4 credential is not a teaching or guiding licence.

4.4 **Diving agencies** remain responsible for whatever their own standards and certifications cover. The Institute does not represent, and is not represented by, any agency.

5. Delivery standards

5.1 Every water session shall be led or directly supervised by an active agency professional (Divemaster or higher for guided sessions; Instructor for any teaching), working alongside Institute faculty during the pilot.

5.2 The practice arc — Before · Below · Between · Beyond — shall be present in every briefing and debrief. The eight practice models (ARRIVE, Readiness Scan, Buddy Agreement, Attention Cycle, Five-Channel Scan, STILL, Open Protocol, FFLN) shall be used in their canonical wording.

5.3 Ratios, depths, conditions and turnaround decisions follow the agency standard and the dive plan. Where presence and procedure appear to compete, procedure wins and the practice returns afterwards.

5.4 Water sessions are logged by the diver and verified by the Center within 7 days through the Center Dashboard (or the roster in Schedule 2). Only verified sessions count toward a credential.

6. Diver prerequisites the Center shall check

- Diving certification appropriate to the session (Open Water or higher, any recognised agency; MD-3 practicum: Divemaster or equivalent).
- A signed Diver Participation Form (MDI-D-01) and a completed medical self-declaration under the Center's agency procedure, with physician clearance where the declaration requires it.

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- Valid dive insurance (or the Center's day cover) and the Center's own liability release.
- Age 18 or over, or a parent/guardian signature where the Center's agency and Spanish law permit participation.

7. Safety boundaries — the Code of Conduct (Standard §8)

The Center adopts the Code of Conduct as its operating rule for every Mindful Diving™ session:

1. **Agency standards first.** Where the Standard and an agency standard appear to conflict, the agency standard governs and the Institute is notified.
2. **Stop authority.** Any diver may end any dive or practice at any time, for any reason or none, without explanation or consequence.
3. **Breathing.** Habitual, continuous breathing only — never paced or lengthened. No breath-holding, skip-breathing or hypoventilation on scuba — never taught, never implied.
4. **Task-critical phases.** No mindfulness exercise during descent, ascent, gas management, navigation under load or any emergency. Safety is the first mindfulness practice.
5. **No-contact ocean ethics.** No touching, chasing, feeding, riding or collecting.
6. **Non-clinical scope.** Mindful Diving™ is not therapy or medical treatment; staff do not diagnose, treat or advise clinically, and refer when appropriate.
7. **Psychological safety.** Reflection is invited, never extracted; what is shared in the surface interval stays there.
8. **Honesty of marks.** Credentials, the Seal and affiliations are represented exactly as issued.

8. Commercial terms (Model A: the Center sells, the Institute certifies)

8.1 The Center sells the programs, collects payment from divers, issues invoices with applicable VAT, and applies its own booking and cancellation conditions to the diving services.

8.2 The Institute's share per diver is fixed in Schedule 1. The Center remits it within 15 days of each program's last day, against the Institute's invoice, with the final roster attached. The Institute issues credentials once the roster and the verified sessions are received.

8.3 Online course fees (Mindful Learning) are paid by the diver directly to the Institute and are outside this share, unless the Center purchases seat codes under the Institute's center-seat terms.

8.4 Neither Party sets prices for the other. Schedule 1 prices change only by signed addendum.

9. Insurance

9.1 The Center maintains, and shows on request, civil liability insurance covering its diving operation, vessels and staff at the limits required by law and its agency, and confirms that Mindful Diving™ sessions are ordinary recreational dives under that cover.

9.2 Instructors and guides maintain their own professional liability cover where their agency requires it.

9.3 The Institute does not insure the diving operation. Its own activities — program design, training and faculty — are covered under the World Happiness Foundation's own arrangements, and no cover of the Institute extends to the Center, its staff or its divers.

10. Liability

10.1 Each Party is liable for its own acts and omissions and those of its staff. The Institute is not liable for the conduct of the diving operation, and the Center is not liable for the content of the Standard or the issuing of credentials.

10.2 A Mindful Diving™ credential issued to an instructor or guide does not make the Institute responsible for that person's diving instruction, guiding or supervision, which remain under their agency rating and insurance.

10.3 Each Party will hold the other harmless against third-party claims arising from its own breach of this Agreement or of applicable law, to the extent permitted by law. Nothing limits liability for death, personal injury caused by negligence, or fraud.

11. Records and data protection

11.1 The Center provides the Institute, per program: the roster (name, email, agency and certification level, sessions completed and verified) and any incident report. Medical declarations and releases stay with the Center and are not sent to the Institute.

11.2 Each Party is an independent data controller for the personal data it collects, under the GDPR and the Spanish LOPDGDD. Research data (FP20 or equivalent) is collected only by the Institute, only with the diver's separate, optional consent, and only in anonymised form.

12. Use of the Mindful Diving™ mark and materials

12.1 The Institute grants the Center a non-exclusive, non-transferable, royalty-free licence to use the words "Mindful Diving™", the Institute logo and the approved wording in clause 2.3 to promote the Schedule 1 programs, following the brand guide (mindfuldivinginstitute.com/brand).

12.2 Curriculum, practice cards, briefing and debrief sheets and all Institute materials are owned by the World Happiness Foundation and are used only for the programs covered. No copying, adaptation or delivery under another name.

12.3 The licence ends with this Agreement. All third-party marks belong to their owners.

13. Incidents, near-misses and complaints

13.1 The Center reports any incident, near-miss or complaint involving a Mindful Diving™ session to hello@mindfuldiving.org within 48 hours, and follows its own agency and legal reporting duties in parallel.

13.2 Incidents feed a no-blame FFLN review (Facts · Felt · Learned · Next) held jointly by the Parties, with actions owned and tracked.

13.3 Diver complaints about the Standard or a credential go to the Institute; complaints about the diving service go to the Center. Each Party answers within 15 days.

14. Quality assurance

14.1 The Institute may attend any session, review rosters and logs, and survey divers. The Center may propose changes to the Standard through its public change-control process (§9).

14.2 Findings are shared in writing; corrective actions are agreed with dates.

15. Term, renewal, suspension and termination

15.1 Term: 12 months from signature, renewed automatically for equal periods unless either Party gives 60 days' written notice.

15.2 Either Party may end this Agreement with 60 days' notice. Programs already sold are honoured or refunded to divers by the Center under its own conditions.

15.3 The Institute may suspend Participating Center status with immediate effect on a safety breach, misuse of the mark or misrepresentation of credentials, giving reasons in writing and an opportunity to cure within 30 days where cure is possible.

16. General

16.1 Governing law: Spain. Jurisdiction: the courts of the Center's province, without prejudice to mandatory consumer rules. The Parties will first try to settle any dispute by good-faith negotiation for 30 days.

16.2 This Agreement, its Schedules and the Standard are the entire agreement; amendments in writing only. Where an English and a Spanish version are both signed they are equivalent; in Spain the Spanish text prevails.

16.3 This Agreement may be signed by hand on the printed form or electronically through the Institute's signing page at mindfuldivinginstitute.com/sign. An electronic signature, together with its audit record (signer name, email, timestamp, IP address and document hash), has the same legal effect as a handwritten signature under Regulation (EU) 910/2014 (eIDAS), Spanish Ley 6/2020 and the US ESIGN Act, and a copy delivered electronically is as valid as an original.

Signatures

Signed in two originals (or electronically, clause 16.3), one for each Party. By signing, each Party confirms it has read the Mindful Diving Standard v2.0 and accepts this Agreement and its Schedules.

For the Institute — Luis Miguel Gallardo, Founder & President, World Happiness Foundation Inc.

NAME

ROLE

SIGNATURE

PLACE AND DATE

E-SIGN ID (IF SIGNED ONLINE)

For the Center

NAME

ROLE

SIGNATURE

PLACE AND DATE

E-SIGN ID (IF SIGNED ONLINE)

Schedule 1 — Programs covered

PROGRAM	FORMAT	COUNTS TOWARD	PRICE TO DIVER	INSTITUTE SHARE	DATES

Initials — For the Institute

NAME

SIGNATURE

PLACE AND DATE

Initials — For the Center

NAME

SIGNATURE

PLACE AND DATE

Schedule 2 — Program roster (one per program)

PROGRAM _____ DATES _____

#	DIVER NAME	EMAIL	AGENCY & LEVEL	SESSIONS COMPLETED	VERIFIED BY (NAME, DATE)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

For the Center

NAME

_____

SIGNATURE

_____

PLACE AND DATE

_____