



EMDR Faculty and Licensing Agreement

This EMDR Faculty and Licensing Agreement (the "Agreement") is between _____ (referred to as "faculty," "you," or "your") and The Institute for Creative Mindfulness, LLC ("ICM") and is effective this _____ day of _____, _____ ("Effective Date").

The purpose of this Agreement is: (a) to define the terms of your role as an adjunct, affiliate, or senior faculty trainer in ICM's EMDR Therapy training program and, (b) to outline the terms of your license to use EMDR Therapy trainings authored by Dr. Jamie Marich.

1. Faculty Status and Definitions

You have met the requirements to join ICM as an adjunct, affiliate, or senior faculty member. As of the Effective Date, you are designated as _____. Any changes to your faculty tier status will be at the sole discretion of Dr. Marich and will be communicated to you in writing, operating as an amendment to this Agreement.

- a. ***Adjunct Faculty Status.*** An adjunct faculty member is in a provisional role at ICM and is listed as such on our website. This means that you are permitted to schedule two rounds of training (Part I and Part II) and ICM will administer all scheduling, registration, and payments for these events. You will continue to be closely evaluated by us during this time to ensure that you are meeting the high standard of quality that we expect for the ICM brand. Your student evaluations will be more closely reviewed and monitored, and we also will be evaluating your willingness to communicate effectively with Chief Operating Officer ("COO") in order to meet administrative and logistical benchmarks for setting up and managing your trainings. If both COO and Dr. Marich are satisfied with your trainings within the first eighteen months of your appointment in terms of delivery and administrative clarity, you are eligible to join us in the role of full affiliate faculty. If your performance is not rated to be satisfactory within this time frame, a meeting with Dr. Marich will be set up to determine next steps.

Additionally, any affiliate faculty who have not conducted a training in over 18 months will be moved to adjunct faculty status. Adjunct faculty status is also reserved for special situations in Dr. Marich's discretion, including for those individuals who are not the primary faculty contact of a geographic area and are brought on under a special arrangement (e.g., to train at your worksite, to offer trainings in conjunction with the faculty member in your area).

- b. ***Affiliate Faculty Status.*** Eligible for appointment upon satisfactory completion of adjunct faculty requirements and at the discretion of Dr. Marich.
- c. ***Senior Faculty Status.*** Invited at the sole discretion of Dr. Marich. In general, senior faculty members have consistently offered and grown their trainings, and demonstrated sound operation/administrative capacity and commitment to the ICM brand.

2. License

This Agreement includes a license for the EMDRIA-approved EMDR Therapy training curriculum in use by ICM ("Licensed Materials"). The Licensed Materials are authored and owned by Dr. Jamie Marich. Licensed Materials are Parts I & II of the general EMDR course training curriculum, as well as advanced topics courses curriculum authored by Dr. Marich.

For license fees outlined in Section 5 of this Agreement, and subject to all of the terms of this Agreement, ICM grants you a non-exclusive, non-transferable, non-sublicensable license to use the Licensed Materials for purposes of conducting ICM EMDR trainings and advanced topics courses.

This Agreement allows you to make derivative works of the Licensed Materials. You hereby assign all of your rights, title and interest concerning the derivative work to ICM and agree to cooperate in executing any documents related to this assignment. Any derivative works created may be used by you under the terms of this Agreement. Original work created by you and not derivative of the Licensed Materials, as described in the section below entitled Your Original Material, is your intellectual property and not subject to the assignment of rights described here.

3. Rights & Responsibilities of Faculty

As a faculty member of ICM, you agree to uphold the teaching values and mission of ICM. In addition:

- a. You agree to follow and remain current on (i) the ICM Team Handbook, Code of Conduct, and policies, all of which are available at the ICM Team Portal, and (ii) the ethical standards in the EMDR International Association ("EMDRIA") Code of

Conduct and to maintain your status as an EMDRIA Certified Therapist/Approved Consultant in good standing with EMDRIA. You also agree that you will pay the costs for maintaining these credentials with EMDRIA, including, but not limited to, membership fees, renewals for the Approved Consultant/Certified Therapist status, and application fees and renewals for Online Training Provider Status. (While ICM may be able to offer some assistance for the Online Training Provider Status to some well-established companies, there is no guarantee that such assistance will be available.)

- b. You will attend at least three live ICM team meetings per year. Maintaining consistency by faculty members with teaching that is in accord with the ICM Values and Mission Statement may require you to also attend other mandatory faculty meetings and trainings with, or watch video training materials from, Dr. Jamie Marich or her designee.
- c. You warrant and represent that you do not have, and will not undertake during the term of this Agreement, any legal obligations to another employer or organization that would conflict with the terms of this Agreement.
- d. This is an exclusive arrangement, and you may not join another EMDR training program's teaching faculty or offer small group facilitation for another program's trainings during the term of this Agreement.
- e. Although ICM allows for variations in teaching style based on personality and strengths, you agree to teach the curriculum as published by ICM and approved by EMDRIA. *However*, any content on anti-racism and anti-oppression initiatives may not be skipped under any circumstances, even if some pages may be skipped to make up time or to attend to your population's needs.
- f. ***EMDR Therapy Trainings.*** You are authorized to organize and teach the EMDR Therapy training curriculum of ICM in any setting that meets EMDRIA standards for Americans with Disabilities Act (ADA) accessibility.
 - i. These trainings can be organized in the weekend or weekday intensive formats (Parts I & II) or over a series of several weeks (e.g., university course structure, other arrangements with treatment centers or organizations).
 - ii. Whenever organizing an in-person Part I training, you are expected to schedule a Part II in the same geographic vicinity within six months. In the case of extended courses, you are expected to not let more than 12 weeks lapse between starting the Part I content and ending the Part II content. Requests for exceptions in extraordinary circumstances must be granted in writing by COO and Dr. Marich at least two weeks in advance of scheduling the training.

- iii. You agree to follow the ICM organizational procedures for scheduling these trainings. This process is explained on the Team Portal. In general, you must enter the proposed dates for your trainings into the team's master spreadsheet, and, if there is no problematic overlap between team members, ICM will approve the proposed dates. The general decision-making guidelines for conflicts are explained in the Team Portal, but Dr. Marich reserves the right to approve the final schedule and to mediate any conflicts in scheduling.
- g. ***Advanced Topics Courses: Existing Courses.*** As a faculty member, you are authorized to organize and teach any advanced topics courses that Dr. Marich deems you qualified to teach. Advanced topics courses authored by Dr. Marich are Licensed Materials and subject to payment to ICM in accord with the terms of this Agreement. In some special cases, trainings authored by team members other than Dr. Marich can be offered under the ICM umbrella. Such courses will be subject to the terms of this Agreement unless modified by way of a separately negotiated written amendment.
- h. ***Your Original Material.*** As a faculty member you may choose to author an advanced topics course in EMDR Therapy. If you and Dr. Marich agree in writing that any particular piece of curriculum being offered is your original work ("**Your Original Material**"), and not a derivative of Dr. Marich's work, you retain the intellectual property rights to Your Original Material and may offer it to organizations other than ICM. Your Original Material is not Licensed Materials and no licensing payment is required under this Agreement; if ICM offers the course registration and continuing education, then an administrative fee will be collected, as discussed in section 6, below. If offering Your Original Material under the umbrella of ICM, utilizing ICM's EMDRIA approval number and any other board approvals to which you may be entitled, please note that you are also responsible for submitting the EMDRIA live program application and any fees associated with that application as well as all CE processing fees, as applicable. ICM's office can help you with this process if needed, (b) The rest of the process (e.g., sending your full program through for approval, attending to follow-up reports required by EMDRIA) is your own responsibility.
- i. ***Consultation.***
 - i. As faculty, you are expected to either make yourself available for EMDR Therapy training consultation or to provide an appropriate list of ICM consultants to your trainees;
 - ii. All tiers of faculty are responsible to show your trainees how to document their consultation that they plan on using towards their 10-hour training requirement; you are responsible for collecting their paperwork and

reporting it to ICM on a quarterly basis or as requested by the ICM Home Office.

Recruiting and Managing Small Group Facilitators. EMDRIA requires a 10:1 faculty ratio for the practicum sections of EMDR Therapy training programs. If more than 10 trainees register for your course, you are responsible for finding individuals in your geographic vicinity who are ICM-approved facilitators. If one is not available in your geographic region, then you must make arrangements with another ICM-approved facilitator to participate in the training program at your cost. Only then, as a last resort, can you submit the name and CV of an EMDRIA-certified EMDR therapist (but non-ICM-approved) to Dr. Marich's consideration as a facilitator for your training. But the use of an emergency facilitator in these exceptional cases does not automatically make this facilitator an ICM team member.

- j. You are not permitted to schedule any in-person EMDR Therapy trainings or any advanced topics courses within a 150-mile vicinity of any training program that Dr. Marich has scheduled within the same 3-month period. Exceptional cases only may be presented to Dr. Marich with a request for a one-time waiver of this prohibition. If you are eligible to offer online training with ICM, you may not set up a training in the Eastern Time Zone within one month of when Dr. Marich schedules an online training in this time zone. We also ask that you coordinate with the ICM office to schedule any online trainings that you set up to avoid conflict with other faculty members in other times zones. Any disputes will be resolved by ICM.
- k. Faculty will charge for EMDR Therapy trainings in conformance with the ICM pricing guidelines, which are available in the Team Portal.
- l. Faculty are free to implement their own cancellation/refund policies, but these policies must be consistent with ICM's cancellation policies available on the ICM website. You must post your policies on any websites and in any marketing materials. You may use your discretion to grant exceptions to trainees or customers on a case-by-case basis.
- m. ***Malpractice Insurance.*** You agree to secure, and maintain in effect throughout the Agreement's term, at least the minimum amount of malpractice insurance that is required in the jurisdiction(s) in which you practice. You will do so at your own cost. You also agree that you will include ICM as an additional insured on that policy and provide ICM with proof that you have done so, which may be done with a copy of the declaration of coverage page from the insurance policy.

4. Responsibilities of ICM

ICM agrees to provide you with:

- a. An EMDRIA-approved curriculum that you can use in your organization and teaching of EMDR Therapy trainings;
- b. A completed Certificate of EMDR Therapy Training template that you can use with a signature from Dr. Marich with EMDRIA-compliant language;
- c. Templates and suggestions for helping you with setting up your registration before, during, and after the training, as highlighted in the Team Portal;
- d. A reasonable amount of coaching on the technicalities of setting up an EMDR Therapy training and providing the necessary follow-up materials to both ICM and EMDRIA and APA compliance (a reasonable amount is dependent on your experience and level but in no event is more than three (3) hours per month and if the time spent coaching exceeds this amount, ICM reserves the right to charge you an coaching fee of \$65.00 per hour with advance notice of same);
- e. Listing of your EMDR Therapy trainings and advanced topics trainings on ICM's website with active links to your own registration portals for these events; coaching on how to get your training listed on the EMDRIA main website calendar; and
- f. Listing on ICM's website as a faculty member (with a small bio and link to your main site included) and as a training approved consultant.

5. Relationship of the Parties

The relationship of the parties established by this Agreement is that of independent contractor, and nothing contained in this Agreement will be deemed or construed by the parties or by any third party as creating any other type of relationship, including joint venture, partnership, principal-agent, or otherwise. Faculty will not have or purport to have the right, authority, or power to enter into contracts or commitments on behalf of ICM, and any such contracts or commitments entered into by faculty will not be binding on ICM. Faculty agrees not to claim any rights with respect to any employee benefits that ICM may extend to its employees, including without limitation retirement plans, salary and bonus plans, profit-sharing plans, vacation pay, life insurance, and medical insurance. Faculty further understands and agrees that there is no supervisory or other clinical relationship established by this Agreement. Faculty also understand and agree that the status of an ICM Faculty member (at any level) does not guarantee any level of business or income, as there are a number of factors that contribute to income generation in the EMDR training field, including, but not limited to, ICM's need, one's willingness to set up trainings and to then promote them within ICM's parameters, and market fluctuations.

6. Licensing Fees

Licensing fees are the responsibility of the faculty member and are available in two categories of fees:

- 1) A self-run fee option, as detailed below, which requires you to be responsible for setting up a registration platform for your trainings, ensuring that your participants meet eligibility requirements, notifying EMDRIA of the planned training for listing on their calendars, paying the then-current fees for using the ICM continuing education processing service to run evaluations and award your certificates, and filing all follow-up paper work with EMDRIA, ICM, or other entities (like CEBroker), if applicable; or
- 2) For new adjunct faculty or any faculty offering ICM-run trainings under an online training addendum, an ICM-run fee option, as detailed below, that includes the administration, registration, and all logistics for the trainings unless otherwise specified herein, as well as the availability of additional continuing education approvals for ICM-run trainings. Under this option, the licensing fee is taken out of the collected proceeds and the balance is paid to you within 30 days of the completion of the training or series.

The options may be selected on a course-by-course basis in advance, **except that** all new Adjunct Faculty must utilize the ICM-run fee option for the first eighteen (18) months of appointment or until they are moved to affiliate faculty, if sooner. This Agreement does not automatically permit you to offer trainings online; if you would like Dr. Marich to consider allowing you to do so, then you will need to request an Online Training Addendum or Distance Learning Addendum, the terms of which will override any terms that conflict with the terms in this Agreement.

- a. ***Standard EMDR Therapy trainings.*** For standard EMDR Therapy in-person trainings, the self-run fee option is 20% of your net earnings and the ICM-run fee option is 30% of your net earnings.
- b. ***Advanced Topics Licensing Fees.*** (1) For approved advanced topics in-person courses where *only* Your Original Material will be used, the fee is 5% of your net earnings for the self-run option or 15% of your net earnings for the ICM-run option. (2) For all other approved advanced topics in-person courses (or trainings), the fee is 15% of your net earnings for the self-run option or 15% of your net earnings for the ICM-run option. (3) All rates are based on you using ICM's provider numbers, as highlighted below.
- c. All fees above are net of allowable expenses. Approved out-of-pocket third-party expenses that faculty are responsible for and may deduct from the proceeds include: facility rental, the cost of training manuals purchased from ICM plus

shipping, other training supplies and registration or records management platforms used online, personal website fees, and staff expenses (compensating small group facilitators, including travel and food expenses). Additional expenses may be allowable upon advance approval of ICM. Expense reports detailing expenses to be deducted are due at the time of payment. ICM reserves the right to audit such expenses.

- d. Payment is due to ICM under the self-run training options within 30 days after the last day of each training.
- e. You must have a functional website and online registration system set up no later than three months prior to a scheduled training to exercise the self-run fee option. If this condition is not met, any scheduled trainings will automatically be subject to the ICM-run fee option.
- f. Online course administration is subject to an addendum to this agreement, which includes special fee provisions.

7. Use of Provider Numbers

- a. If you elect the self-run option, above, you are permitted to use ICM continuing education provider numbers:
 - i. As a faculty member of ICM conducting EMDR Therapy trainings on its behalf or any EMDR advanced topics courses under the umbrella of ICM, you are required to use its EMDRIA Approval number (#10002) for the trainings.
 - ii. As a continuing education provider by the American Psychological Association (“APA”) for EMDR Therapy trainings or advanced topics courses; in the event that you are training in Ohio or if your state accepts out-of-state approvals for counselors and social workers, you may also utilize our approved provider number with the State of Ohio Counselor, Social Worker & Marriage and Family Therapist Board.
 - iii. You must use ICM provider statements on your continuing education certificates and work with the ICM Home Office to develop your certificated. You are responsible for consulting the Team Portal and ICM website for any changes or updates to the required language.
 - iv. Additional fees may apply for co-sponsorships and use of ICM approvals other than EMDRIA, APA, or Ohio (see section (f), below).

- v. If you are an ICM faculty or team member and you choose to pursue your own EMDRIA advanced topics provider approval for Your Original Material advanced topics class then ICM is not permitted to list such a course on its website or in any form due to rules for advertising set by various accreditation bodies.
- b. If you elect the ICM-run option in section 6, above, ICM can provide continuing education approvals from National Board for Certified Counselors (NBCC) and Association of Social Work Boards (ASWB).
- c. You must track and keep report records that comply with APA standards and send them back to ICM at the completion of each training.
- d. You are required to use NBCC-compliant sign-in sheets for in-person trainings, even if you are not accessing NBCC approval through ICM's providership. A current copy of this template is available in the team portal.
- e. You may not use any ICM provider number for trainings that fall outside the scope of this Agreement unless special arrangements have been made with Dr. Marich/ICM in writing.
- f. If you require any co-sponsorships or additional continuing education approvals that are not supplied by ICM, you are required to get 90 days' advanced written authorization from ICM (via the COO) to do so. If approved, you are responsible for procuring and paying for any additional continuing education approvals and related expenditures you may pursue in the state(s) in which you are training, including the then-current training co-sponsorship fee for NBCC or ASWB (which is presently \$250 for each training).
- g. New approvals acquired by ICM will be made available on a case-by-case basis after consultation with Dr. Marich. Permissions to use any other approvals carry the same expectations regarding record-keeping, following of delineated protocols, and administrative duties as required by ICM and that approval board.

8. Promotional Materials and Use of Logo

Faculty can make their own promotional materials for EMDR Therapy trainings or advanced topics courses offered under ICM's approval; any written materials including new flyers must include the ICM logo and be approved in advance by the COO before disseminating. You will be notified about, and expected to make changes to, any online promotions (including, but not limited to online flyers, Facebook memes, and Facebook

invitations) that the ICM Home Office may flag as problematic. Faculty may also request our standard glossy flyers promoting the EMDR Therapy program and include approved inserts with their own training dates and locations.

9. Non-Competition

The Parties agree that ICM, its affiliates, and its CEO are in the business of providing continuing education to, and for, the health-and-human-services industry, and, in particular, training services for EMDR treatment (“ICM’s Business”). The Parties also agree that ICM provides these services throughout and, on occasion, outside the United States of America. Therefore, during the Term and for a period of twelve (12) months after the expiration or termination of the Term for any reason, faculty will not directly or indirectly, in any capacity, for the benefit of any person or entity, be employed by, participate in the ownership, management, operation or control of, or be a director, officer, employee, salesman, agent or representative of, or be a consultant or faculty to, any person or entity that competes with ICM’s Business, except that you may establish, own, operate, or control, your own independent entity or practice through which you provides EMDRIA-approved training services. This is not intended to restrict your clinical practice in any way.

10. Term & Termination

The term of this Agreement is from the Effective Date through December 31, 2023 (“Term”). At the conclusion of the term of this Agreement, the parties may choose to enter into a new agreement, which ICM expects would incorporate new EMDRIA credentialing and training standards.

- a. ***Termination by ICM.*** This Agreement may be terminated by ICM with 30 days’ written notice for failure to meet the requirements of this Agreement. This includes but is not limited to failure to pay licensing fees on a timely basis, problems with paperwork management, adherence to EMDRIA Code of Conduct or ICM values or mission, consistent and unacceptable complaints by trainees or other team members, consistent violations of the ICM Code of Conduct, failing to maintain the proper malpractice insurance, and credible evidence of discriminatory or unprofessional behavior.
- b. ***Automatic Termination.*** If faculty no longer meets the qualifications for entering into this Agreement, including allowing EMDRIA credentials to lapse, the Agreement immediately terminates.
- c. ***Termination by Faculty.*** Faculty may request to be released from this Agreement with 90 days’ advance written notification. This notice period may be shortened by written agreement of the parties if you have no active trainings scheduled with ICM.

- d. ***Duties upon Termination.*** Upon expiration or termination of this Agreement for any reason, you agree to return or destroy all Licensed Materials and all derivatives of the Licensed Materials. You agree that you will not use any of the ICM trademarks or identify yourself as affiliated with ICM after termination. You may list your position at ICM in your Curriculum Vitae or any other listing of your experience and credentials. Any trainings scheduled past the termination date of this Agreement must be cancelled and refunded in accordance with ICM policy, and ICM will remove any public trainings from its calendar and notify EMDRIA to do the same. Before the termination date of this Agreement, You must provide ICM with the name(s) and contact information for any entities that booked You for a private training to allow ICM to contact them to offer alternative arrangements. Should this Agreement terminate at a date between Part I and Part II trainings, then You will work with ICM to transition the clients to a new faculty member who will provide the Part II training.

11. Miscellaneous Terms

- a. ***Counterparts; Signatures.*** This Agreement may be executed in several counterparts and all counterparts so executed will constitute the agreement of the parties. Facsimile and electronic copies of signatures will constitute original signatures for all purposes of this Agreement and any enforcement of this Agreement.
- b. ***Assignment.*** This Agreement will be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Neither party may, directly or indirectly, assign or transfer this Agreement, except that ICM may assign its duties to a successor or affiliated company with written notice to faculty.
- c. ***Separability, Waivers.*** The terms and conditions of this Agreement are separable. Any term or provision of this Agreement that is held invalid by a court of competent jurisdiction will not affect the validity or enforceability of the remaining terms and conditions of this Agreement. The waiver by either party of any breach, or a party's failure to enforce any term of this Agreement will not be deemed to affect, limit, or waive that party's right thereafter to require compliance with the terms and conditions of this Agreement.
- d. ***Entire Agreement, Modification.*** This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all other prior and contemporaneous understandings whether oral or written, of the parties in connection herewith. This Agreement may not be modified or amended, except by a written agreement signed by both parties hereto.

- e. ***Applicable Law.*** All controversies and disputes arising out of or under this Agreement will be determined pursuant to the laws of the State of Ohio, regardless of applicable principles of conflict of laws. The parties irrevocably submit to the exclusive jurisdiction of (1) the courts of the State of Ohio, County of Trumbull, and (2) if federal jurisdiction exists, to the United States District Court for the Northern District of Ohio, for the purposes of any suit, action, or other proceeding arising out of this Agreement.

These signatures represent our mutual acknowledgment and agreement to the terms of this Agreement.

Faculty

Date

Institute for Creative Mindfulness, LLC
By: Jamie Marich, Ph.D.

Date