



Addendum to Agreement for Distance Learning

This Addendum to Agreement for Distance Learning (the “Addendum”) is between _____ (referred to as “trainer,” “you,” or “your”) and The Institute for Creative Mindfulness, LLC (“ICM”) and is effective this _____ (“Effective Date”).

The purpose of this Addendum is to modify the obligations and responsibilities of the Parties set out in any agreement or agreements between the parties on _____ as it relates to training and payment of licensing and other fees (the “Agreement”) as follows:

1. Trainer is permitted to offer online trainings, utilizing ICM’s learning management system (“LMS”) in the role of “course administrator,” entitling you to access a limited range of the LMS features and the additional privileges and responsibilities outlined in this Addendum.
2. **Site Access and Course Construction.** You are responsible for constructing your own classes, landing pages, monitoring registration, and setting pricing that is compliant with ICM’s pricing guidelines and style and consistency guidelines, which are available on the LMS website. You are also responsible for working with the ICM Home Office to ensure that course evaluations and CE certificates comply with ICM’s accreditation boards.
3. **Continuing Education Approvals.** You may construct any variety of courses desired within the confines of the Agreement, including live online trainings, self-paced distance learning courses, and other varieties; however, the continuing education approvals may vary based on course format. ICM will determine all applicable CE approvals.
4. **Registration Payments.** Registration fees will be collected by ICM and distributed according to the fee schedule in this Addendum.
5. **Licensing Fees.** Section 6 of the Agreement is modified for those courses covered by this Addendum as follows:

- a. **Standard EMDR Therapy trainings.** Fees for standard EMDR Therapy trainings, if you are eligible to provide them, are subject to a 30% payment on the net earnings. Private trainings between you and a private source are negotiated separately between you and the private source, and you are responsible from securing payment from that private source, subject to any applicable licensing fees that you may owe under the Agreement.
 - b. **Advanced Topics Licensing Fees.** (1) For approved advanced topics courses where *only* Your Original Material will be used, the fee is 25% of your net earnings. (2) For all other approved advanced topics in-person courses (or trainings), the fee is 35% of your net earnings.
 - c. Fees owed to ICM for Dancing Mindfulness Facilitator Training are subject to a \$40.00 per trainee fee.
 - d. Any other courses not precisely addressed above will be addressed on a course-by-course basis.
6. **Payment.** ICM will distribute payment for online courses under this Addendum to trainers within 14 days after the completion of a live training and on a quarterly basis for any home-study trainings.
7. All other terms of the Agreement not modified herein remain in full force and effect, including the Term. In the event the terms of this Addendum and the Agreement conflict, the terms of this Addendum control. This Addendum may not be modified or amended except by written agreement signed by both parties.

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

Date

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

Date