



## **Agreement for Basic (Foundational) Training Facilitators**

This Agreement for Basic Training Facilitators (the “Agreement”) is between \_\_\_\_\_ (referred to as “facilitator,” “you,” or “your”) and The Institute for Creative Mindfulness, LLC (“ICM”) and is effective \_\_\_\_\_ (“Effective Date”).

The purpose of this agreement is to highlight the terms of your role as a training facilitator in ICM’s basic (also referred to as foundational) training program in EMDR Therapy and to clarify expectations about performance.

### **1. Facilitator Status and Prerequisites**

You have met the requirements to join ICM as a facilitator, which are as follows:

- a. Completed ICM’s basic (foundational) training in EMDR Therapy;
- b. Certified as a therapist with EMDR International Association (“EMDRIA”);  
and
- c. Received a recommendation from an ICM faculty member, established consultant, or other established member of the EMDR community.

The training completion requirement in Section 1(a), above, may be met by auditing the ICM basic (foundational) training if it is taught either by Dr. Jamie Marich or another ICM senior faculty member in person or online. If you have completed your initial basic training elsewhere but you are interested in joining the ICM team, then ICM will offer you the ICM basic (foundational) training (for Section 1(a)) at half price.

In order to be eligible to work as a facilitator in the online training program, you must additionally complete either Part I or Part II training online with ICM which includes a practicum experience for you. ICM will waive any associated fees for existing ICM team members.

The faculty member in charge of any specific training may have additional training requirements based on your experience and history, and you will be responsible for

meeting with them before any training for preparations and following any additional requirements.

## **2. Rights & Responsibilities of Facilitators**

As a facilitator affiliated with 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 EMDRIA Code of Conduct and to maintain your status as an EMDRIA Certified Therapist (and Approved Consultant, if applicable) 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.
- b. You will attend at least three ICM team meetings per year in real time. 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 team trainings with, or watch video training materials from, Dr. Jamie Marich or her designee.
- c. Although ICM allows for variations in facilitation style based on personality, strengths, and varieties of clinical experience, you agree to consult based on the curriculum as published by ICM and approved by EMDRIA.
- d. This is an exclusive arrangement and you may facilitate EMDR Therapy basic (foundational) trainings only for ICM during the Term of this Agreement, and you may not offer small group facilitation for another program's trainings during the Term of this Agreement.
- e. The direct report for each training you work is the faculty member for that training. You are expected to follow their directions and instructions for how you are to be utilized during each training.
- f. Any problems arising during the training should be addressed directly with the faculty member responsible for that training. You have the right to approach Dr. Jamie Marich with a formal petition or complaint if you feel the issue has not been fairly resolved *after* the completion of the training in question.
- g. For in-person trainings, you may elect to participate in the lecture portion of the training, but if you do so, you agree to be respectful at all times and follow the expectations set forth for training participants for keeping the training orderly. You agree to follow any requests of the faculty for assistance in the lectures, including additional assistance with student monitoring during online training at the faculty member's request. For online trainings,

your presence during the lecture portion of the training is expected for trainee monitoring and the faculty-in-charge must clear any periods of anticipated absences.

- h. You will be present and available during all practicum times regardless of whether you participated in the lecture portions of the training.
- i. 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 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.

### **3. Payment & Compensation**

Compensation for basic (foundational) training facilitators is the responsibility of the faculty member providing the training. It will be arranged according to the following minimum schedule set by ICM but paid by the faculty member and not ICM:

- \$300.00/day for Certified Therapists
- \$400.00/day for Approved Consultants
- \$500.00/day for Faculty members working as small group facilitators

After two years of successful performance as a facilitator, as determined by ICM in consultation with the relevant faculty members, you may be moved to the next payment level, even if you are not formally credentialed at that level.

ICM will award continuing education credits to facilitators who fully participate in a training on a complimentary basis, upon request, which must be made within 30 days of the completion of the training.

### **4. Copyright and License Issues**

The EMDRIA-approved EMDR basic (foundational) training curriculum in use by ICM is the intellectual property of Dr. Jamie Marich, as is any advanced and special topics courses authored by Dr. Jamie Marich in use at ICM. They are subject to copyright and all rights therein are protected. While you may be exposed to this curriculum as a facilitator, you acknowledge and understand that you do not have a license to use these materials or to make derivative works of the materials, unless otherwise specified by a separate written agreement.

### **5. 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 adherence to EMDRIA Code of Conduct or ICM values or mission, consistent violations of the ICM Code of Conduct, failure to maintain satisfactory participant performance reviews, receiving consistently unsatisfactory supervising faculty member evaluations, consistent and unacceptable complaints by trainees or other team members, or credible evidence of discriminatory or unprofessional behavior.
- b. ***Automatic Termination.*** If you no longer meet the qualifications for entering into this Agreement, including allowing EMDRIA credentials to lapse, the Agreement immediately terminates.
- c. ***Termination by Facilitator.*** You 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 ongoing trainings.
- d. ***Duties upon Termination.*** Upon expiration or termination of this Agreement for any reason, you agree to return or destroy all copyrighted materials and all derivatives of the copyrighted 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.

## **6. 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.

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Date

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

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Date