



Faculty Track Training Agreement

This Faculty Track Training Agreement (the “Agreement”) is between _____ (referred to as “faculty trainee,” “you,” or “your”) and The Institute for Creative Mindfulness, LLC (“ICM”) and is effective this _____ (“Effective Date”).

The purpose of this agreement is to highlight the terms of your role as a faculty trainee and the expectations of your training to become an adjunct faculty member with ICM.

1. Faculty Trainee Status and Prerequisites

You have met the requirements to begin training with ICM, which are as follows:

- a. Practice of at least five (5) years as an EMDR therapist;
- b. Status as an Approved Consultant with EMDR International Association (“EMDRIA”);
- c. Submission of a curriculum vitae with references to ICM and consent to allow ICM to contact your references;
- d. Evidence of at least two (2) years of teaching experience to other professionals or teaching at the university level; and
- e. Received a recommendation from an ICM faculty member if you completed your basic (foundational) EMDR Therapy training through ICM. If you did not complete your basic (foundational) EMDR Therapy training with ICM, you must have audited both Parts I and II of the ICM basic (foundational) EMDR course with Dr. Jamie Marich (preferred) or an another senior faculty member, which may be completed online.
- f. A teleconferencing consultation session directly with Dr. Marich after your initial audit (if you trained outside of ICM) to evaluate goodness of fit between you as a faculty trainee and ICM’s EMDR Therapy training program.

ICM may waive the requirement of Approved Consultant status in Section 1(b), above, on a case-by-case basis in its sole discretion if you are close to completion.

2. Faculty Trainee Status Ongoing Requirements

In order to continue on the faculty track training program as a faculty trainee, the following additional requirements must be met:

- a. One full shadowing experience of Dr. Marich or another senior faculty member at both a Part I and a Part II EMDR Therapy training (in any order), providing assistance for the faculty and their team as needed. These shadowing experiences are required to be in-person, although certain exceptions may be granted for meeting the shadow requirements online.
- b. Participation in at least one 2-hour consultation session with Dr. Marich or another senior faculty member.
- c. A teleconferencing consultation session directly with Dr. Marich in between the two parts of shadowing to evaluate goodness of fit between you as a faculty trainee and ICM's EMDR Therapy training program.
- d. A final phone consultation session with Dr. Marich after the two parts of shadowing to evaluate goodness of fit between you as a faculty trainee and ICM's EMDR Therapy training program. Provided that all of the requirements are met and any performance review requests Dr. Marich asked of you during your shadowing experiences and follow-up consultation are met, faculty trainees will generally be offered adjunct faculty status during this final phone session for the purposes of allowing you to set up your first two trial trainings.
- e. You may be required, at Dr. Marich's or other senior faculty member's reasonable assessment, to participate in additional consultation. Extra requirements, if any, will be communicated to you after your first shadowing experience.

3. Rights & Responsibilities of Trainees

As a faculty trainee 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/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.
- 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 team trainings with, or watch video training materials from, Dr. Jamie Marich or her designee.
 - c. You understand that there is no financial compensation for participation in the training process and you are responsible for any and all expenses arising under this Agreement, including any travel expenses associated with your shadowing experiences.
 - d. Completion of the shadowing does not guarantee that you will be accepted as a faculty or continue as a faculty trainee. Acceptance as a training affiliate is contingent upon Dr. Marich's or other senior faculty member's performance reviews and teleconference consultation assessments taken into consideration after both Part I and Part II.
 - e. If you have any concerns about whether or not you will be accepted as an affiliate of ICM, you agree to address those in your consultation conferences with Dr. Marich or other senior faculty member.
 - f. If additional consultation is advised pursuant to Section 2(f), above, you will be responsible for those fees at the standard hourly rate of the faculty member with whom you work. Other than this potential for extra consultation requirements, which will be advised after your first shadowing experience, you are will not be responsible for any training or consultation fees other than your own travel or other expenses.

4. Responsibilities of ICM

ICM agrees:

- a. To provide you with as enriching of a training experience as possible during your auditing (if applicable), shadowing and supplementary consultations, answering any and all relevant questions you may have about the practice and business of offering EMDR Therapy basic (foundational) training program and special topics courses;

- b. To grant you with adjunct faculty status following the successful completion of the requirements of this Agreement, subject to ICM's standard licensing agreement. You are strongly encouraged to review a copy of the EMDR Faculty and Licensing Agreement before entering into this Agreement.

5. 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 faculty trainee, you acknowledge and understand that you do not have a license to use these materials or to make derivative works of the materials.

6. Relationship of the Parties

The relationship of the parties established by this Agreement is that of educator and trainee, 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 employment, joint venture, partnership, principal-agent, or otherwise. You 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. You agree 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. You further understand and agree that there is no supervisory or other clinical relationship established by this Agreement. You also understand and agree that the status of an ICM Faculty member (at any level, including trainee) 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

7. Term & Termination

The term of this Agreement is from the Effective Date through the completion of the requirements or eighteen (18) months after the Effective Date, whichever is sooner. ("Term"). At the conclusion of the Term of this Agreement, the parties may choose to enter into an EMDR Faculty and Licensing Agreement.

- a. ***Termination by ICM.*** This Agreement may be terminated by ICM with 30 days' written notice.
- b. ***Automatic Termination.*** If consultant no longer meets the qualifications for entering into this Agreement, including allowing EMDRIA credentials to lapse, the Agreement immediately terminates.
- c. ***Termination by Faculty Trainee.*** You may request to be released from this Agreement upon written notification.
- d. ***Duties upon Termination.*** Upon expiration or termination of this Agreement for any reason, you agree to return or destroy all ICM 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.

8. **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.

Date

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

Date