



Agreement for Listing as a Consultant or Consultant-in-Training

This Agreement for Listing as a Consultant or Consultant-in-Training (the “Agreement”) is between _____ (referred to as “consultant,” “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 consultant or consultant-in-training eligible to provide basic (also referred to as foundational) training consultation in ICM’s training program in EMDR Therapy and to clarify expectations about performance.

1. Consultant Status and Prerequisites

You have met the requirements to join ICM as a consultant or consultant-in-training (“CIT”), 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.
- d. For CITs only, are actively working with an ICM faculty member or established ICM consultant.

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.

2. Rights & Responsibilities of Consultants and CITs

As a consultant 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 mandatory team trainings with, or watch video training materials from, Dr. Jamie Marich or her designee.
- c. CITs are required to maintain regularly scheduled monitoring of work through sessions with your own ICM-approved consultant.
- d. Although ICM allows for variations in consultation 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.
- e. You agree to read and study Dr. Shapiro's 3rd edition of *Eye Movement Desensitization and Reprocessing (EMDR) Therapy: Principles, Protocols, or Procedures* as another valuable source in offering consultation. As an ICM consultant, you are expected to know and articulate the differences between Dr. Shapiro's teachings, ICM's curriculum teachings, and your own clinical experience in providing consultation to others.
- f. 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.
- g. This is not an exclusive arrangement and you may provide basic training consultation for other training programs, provided that you inform the other program of your relationship with ICM. This Agreement signifies your acknowledgment and ongoing agreement to comply with this term.
- h. If you offer consultation to mixed groups of participants (e.g., basic (foundational) training participants from ICM, training participants from other programs, and those on track for certification), Dr. Shapiro's book should be consulted if any major differences of opinion arise in the groups. Further, if you consistently hear consultees report consultation advice from other ICM team members that you feel is unfounded, you are expected to approach that consultant or CIT directly through email to clarify the miscommunication. And if you feel that another ICM team member is consistently not offering consultation that is aligned with ICM's overall approach, then you are expected to address it directly with Dr. Jamie Marich.
- i. In setting up groups, you agree to follow all established EMDRIA standards about size of the group and appropriate time-to-group member ratios. Please consult the ICM Team Portal for these guidelines.
- j. If during the Term of this Agreement, you meet the EMDRIA standards to be listed as an EMDRIA-Approved Consultant, you are responsible for notifying the ICM of this change of status.
- k. 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. Responsibilities of ICM

ICM agrees to provide you with:

- a. A listing as a consultant or consultant-in-training on the ICM website;
- b. Reference to this listing of ICM consultants to all new trainees, who are required to use an ICM consultant or consultant-in-training to meet their requirements; and
- c. The right to promote your groups or consulting services in ICM social media groups and mention your affiliation with ICM in any blogging or other marketing you may do to directly or indirectly market your services.

4. Copyright and License Issues

The EMDRIA-approved EMDR basic 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 consultant or CIT, 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. Relationship of the Parties

The relationship of the parties established by this Agreement is that of an 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. Consultant 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. Consultant 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. Consultant further understands and agrees that there is no supervisory or other clinical relationship established by this Agreement.

6. Payment & Compensation

- a. As a consultant with ICM, you may set your own rates for individual and group consultation, *except that* CIT rates may not exceed \$45.00 for an hour of individual

consultation or for a two-hour session of group consultation for those completing ICM's basic (foundational) training program. While CITs may charge what they wish to those who are pursuing EMDRIA certification, we ask CITs to be mindful of their rates and not charge more than that of the full Approved Consultants, especially when CITs have limited experience.

- b. Listing with the ICM is not a guarantee that the training program will send you business. Participants in training programs individually decide who they will work with and in what capacity (e.g., individual or group).
- c. There is no payment between ICM and consultant or CIT under this Agreement. You are responsible for setting up your own billing and payment systems for your consultation services.

7. Promotional Materials and Use of Logo

Consultants and CITs can make their own promotional material for advertising consultation services (individual or groups). You are permitted to use the ICM logo in these materials, although you are not required to. Although pre-approval of such materials is generally not required, ICM reserves the right to ask that you change how you identify yourself and express your relationship with ICM on such promotions if Dr. Marich believes it is inappropriate or deceptive or for any other reason in her sole discretion.

8. 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 problems with consultation performance or consistent and unacceptable complaints by trainees or team members, or credible evidence of discriminatory or unprofessional behavior.
- 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 Consultant.*** 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 consultations.

- 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.

9. **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