FACULTY AGREEMENT

This Agreement by and between the Institute of Contemporary Psychoanalysis (“ICP”), located at 10780 Santa Monica Blvd., Suite # 350, Los Angeles, CA, 90025, and ___________, (“The instructor/faculty”) address at ___________, is effective as of the date executed by the last of the parties (each a “Party” and collectively the “Parties”).

RECITALS

ICP desires to engage ___________ as an Instructor/Faculty member to provide services to ICP pursuant to the terms of this Agreement and any attached exhibits; and ___________ desires to be engaged by ICP on such terms. In consideration of the mutual obligations of this Agreement and compensation paid to the Instructor/Faculty member for his/her services, the Parties agree as follows:

AGREEMENT

1. **Instruction.** Instructor/Faculty member will provide ________ hours of instruction per week for a total of ____ hours per semester/year.
   a. Circle one: 4 year Training Program or Non 4 year Program
   Course Title(s): ___________________ ___________________
   ___________________ ___________________
   b. Dates and Times of Classes: ___________________ ___________________
   ___________________ ___________________
   c. Length of Classes: __________
   d. Location of Classes: ___________________

2. **Payment.** The Instructor/Faculty member agrees to offer this service as part of his/her pro bono services.

3. **Expenses.** ICP agrees to pay the Instructor/Faculty the following expenses:
   a. Expenses incurred for photocopying course related articles.
4. **Additional Requirements**
   a. **Provision of Materials.** Instructor/faculty member agrees to send a finalized copy of his/her CV and course description to ICP Ninety (90) days prior to the date of the first class.
   b. Instructor/Faculty member agrees to send a finalized copy of all handouts, digital slides or other digital presentation files, Fourteen (14) days prior to the date of the first class.
   c. Instructor/Faculty member agrees to send finalized and completed documents required by ICP, to fulfill all APA/CME/CE requirements. Documents will also include a “No Financial Relationship to disclose” statement. This is due Thirty (30) days prior to the first class.
   d. **Additional Forms.** Other forms may be required by the ICP, for updated copies of additional forms, Instructor/faculty member should check with the ICP on current additional forms required.

5. **Cancellation of Classes.**
   a. ICP may cancel the class at any time. If such cancellation is within 5 (five) business days of the date of the course, the instructor/faculty may retain any advanced fees paid to the instructor/faculty as a cancellation inconvenience payment. Otherwise, any advance fees must be refunded by the instructor/faculty, unless both parties mutually agree to reschedule the class at which point the advance fees will be applied to the new course date.
   b. If the instructor/faculty cancels the course for any reason, the advanced fees must be refunded to the ICP in full; if both parties mutually agree to a reschedule date of the course, the advance fees will be applied to the new date. If the instructor/faculty cancels the course, ICP is under no obligation to agree to a rescheduling of the course.

6. **Ownership of Materials and Media Rights.**
   a. Instructor/faculty member grants ICP permission to use his/her name, provided photo, and class material on any printed promotional material, ICP website or other online sites (such as Facebook), and for other online promotion of events. Instructor/Faculty member understands that by granting such permission, third parties, (such as Facebook) may obtain additional, shared or joint rights to such property, according to the required terms and conditions set out by those third parties for use of their applications and sites.
   b. Instructor/faculty member grants ICP the right to videotape, record, or live stream the class for commercial or non-commercial purposes. For any recordings or streaming of such classes, ICP shall be considered the owner and author of such recordings and the content thereof for consideration granted to the Instructor/Faculty member under the terms of this Agreement. For copyright, trademark and other property rights purchases, ICP shall have the rights to the
recordings and content of the specific class given on the time and date of the classes under this Agreement. However, ICP agrees not to restrict or otherwise prohibit Instructor/Faculty member from giving the same class for other parties on other dates and times, and ICP does not limit through this Agreement or any other property claims, the right of The instructor/faculty to provide, sell, contract or otherwise present the material of this presentation to other parties or through The instructor/faculty’s own means. Additionally ICP does not limit or restrict The instructor/faculty’s own use of material for any derivative works such as books, papers, or articles.

c. The instructor/faculty warrants that he or she has full permission and rights or licenses of any materials or content contained in presentation, including any images, graphs, or data contained therein. The instructor/faculty shall indemnify, hold harmless and defend ICP, its officers and employees from any and all claims or suits which may be brought against ICP for any non-compliance of rules or regulations, or ownership or licenses which may be brought about by presentation of the material under this Agreement.

7. **Independent Contractor.** The Parties agree that The instructor/faculty is an independent contractor and not an employee of ICP. The instructor/faculty has independent control of provision of services under this Agreement. The instructor/faculty will not represent or make claims to be an employee or representative of ICP. The instructor/faculty shall have sole responsibility to pay or withhold, as appropriate, any taxes, social security, or other government required payments or withholdings on payments made through this Agreement. Nothing within this Agreement shall create a joint venture, partnership or similar relationship between the instructor/faculty and ICP. Under California law, nothing in this Agreement shall prohibit the instructor/faculty from contracting for similar services to other parties.

8. **General Terms & Conditions.**

   a. **Force Majeure.** Neither Party shall be liable for any failure or delay in performance under this Agreement to the extent said failures or delays occur due to causes beyond that Party’s reasonable control and occurring without its fault or negligence, including, without limitation, performance failures of parties outside the control of the contracting Party (e.g., disruptions in power supply) and governmental actions, provided that, force majeure will apply only if the failure to perform could not be avoided by the exercise of due care by the Party invoking this clause and such Party does everything reasonably possible to resume its performance under this Agreement. A Party affected by an event of force majeure shall give the other Party written notice, with full details as soon as practicable, and in any event, not later 10 (ten) calendar days after the occurrence of the cause relied upon. If force majeure applies, dates by which obligations are scheduled to
be met will be extended for a period of time equal to the time lost due to any delay so caused.

b. **Severability.** If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity shall remain in full force and effect.

c. **No Waiver.** The waiver by either party of a breach or default of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege, operate as a waiver of any breach or default by the other Party.

d. **Successors & Assigns.** Neither Party shall assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, provided that this Agreement may be assigned to a successor in interest to substantially all of the either Party’s assets or ownership interest. To the extent that this Agreement is assignable, it shall be binding upon and inure to the benefit of the Parties’ successors and assigns.

e. **Non-Solicitation.** Neither Party shall solicit or encourage or otherwise induce any of the other Party’s employees or consultants to terminate his/her employment or engagement, as the case may be, for any reason whatsoever, for a period of one (1) year from the date of completion of the Work or termination of this Agreement.

f. **Attorneys’ Fees.** The prevailing party in any action arising under or related to this Agreement shall be entitled to its reasonable attorneys’ fees and costs.

g. **Notices.** All notices or communication under this Agreement shall be sent by e-mail to the e-mail addresses designated by each Party. Any Party changing its e-mail address must notify the other Party in writing, pursuant to this provision.

h. **Construction & Headings.** The parties acknowledge that this Agreement is the result of mutual negotiation. Accordingly, this Agreement shall not be construed against the Party preparing and drafting it, but shall be construed as if both Parties jointly prepared and drafted it. Any uncertainty or ambiguity shall not be interpreted against either Party by virtue of such Party’s actual role in the preparation and drafting hereof. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

i. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California without regard to conflict of laws principles.

j. **Jurisdiction & Venue.** The Parties each submit to the jurisdiction of the courts located in the state of California, and agree that the venue of any litigation arising
in connection with this Agreement shall be the City and County of San Francisco, California.

k. **Counterparts.** This Agreement may be signed in counterparts, which together shall constitute one agreement.

l. **Entire Agreement and Amendments.** This Agreement expresses the full and complete understanding of the Parties with respect to the subject matter hereof, and supersedes all previous or contemporaneous proposals, agreements, representations and understandings, whether oral or written. This Agreement may not be amended or modified except in writing signed by each of the Parties hereto.

Signed and Dated by:

__________________________________   ________________________
Name For ICP   Date

__________________________________   ________________________
Instructor/Faculty Name   Date