

CONSULTING AGREEMENT

This Consulting Agreement (this “*Agreement*”) is made and entered into as of October 14 , 2022 (the “*Effective Date*”) by and between the Institute for Contemporary Psychotherapy and Psychoanalysis (the “*Institute*”), and Vision for Equity L.L.C. (“*Consultant*”) (each herein referred to individually as a “*Party*,” or collectively as the “*Parties*”).

The Institute desires to retain Consultant as an independent contractor to perform consulting services for the Institute, and Consultant is willing to perform such services, on the terms described below. In consideration of the mutual promises contained herein, the Parties agree as follows:

1. Services and Compensation

A. Consultant shall perform the services described in **Exhibit A** which is attached to this Agreement and made a part hereof (the “*Services*”) for the Institute, and the Institute agrees to pay Consultant the compensation described in **Exhibit A** for Consultant’s performance of the Services. Each payment is conditioned on satisfactory progress and completion of all Services to the satisfaction of the Institute.

B. Consultant shall perform the Services to the best of Consultant’s ability and in a diligent, timely, professional, and workmanlike manner, in accordance with applicable law and performance standards generally prevailing in the industry. Consultant represents and warrants that Consultant has the professional expertise needed to perform the Services.

C. The Parties acknowledge and agree that Consultant’s fulfillment of obligations to the Institute will not require Consultant’s full business time. In the time that Consultant is not providing the Services to the Institute, Consultant may accept other engagements and may participate in any other activities without obtaining the Institute’s approval thereof; provided, however, that such other employment, engagements, or activities: (i) do not violate this Agreement; (ii) do not materially interfere or conflict with Consultant’s ability or commitment to perform the Services; and (iii) are not otherwise injurious to the reputation of the Institute or its affiliates.

2. Confidentiality

A. ***Definition of Confidential Information.*** “Confidential Information” means any non-public knowledge, data or information—in tangible, intangible, or any other form—related to the Institute’s actual or anticipated business, products, research, or development, technical data, trade secrets, or know-how, including, but not limited to, business and strategic plans; methodologies and methods of doing business; software programs and subroutines; computer source and object code; algorithms; technology; data; records; formulae; programs; improvements; discoveries; ideas; engineering, hardware configuration information; developments, designs, and techniques; manufacturing know-how; product development and other research information; sources of supply; customer and vendor relationships and agreements; information regarding competitors; marketing, sales and expansion plans; financial plans and other financial information; pricing forecasts; cost margin analyses; bill of materials, schematics, engineering drawings; test plans, processes, procedures and methodologies; supplier sourcing strategies and pricing; contractual agreements; intellectual property rights; copyrights; and Inventions. Confidential Information also includes (1) other information that is marked as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary; or (2) confidential information of third parties to which the Institute has confidentiality obligations and use restrictions. Notwithstanding the foregoing, “Confidential Information” does not include information that is generally available to and

known to the public, which is not gained as result of a breach of this Agreement.

B. ***Nonuse and Nondisclosure.*** Consultant agrees that during and after the term of this Agreement, Consultant will hold in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or disclosure of Confidential Information, and will not (i) use Confidential Information for any purpose whatsoever other than for the benefit of the Institute in the course of providing the Services, or (ii) disclose the Confidential Information to any third party without the prior written authorization of the Institute. Consultant agrees that Consultant obtains no title to any Confidential Information, and that as between the Institute and Consultant, Confidential Information is property of the Institute.

C. ***No Improper Use of Others Confidential Information.*** Consultant agrees that Consultant will not improperly use, disclose, or induce the Institute to use any proprietary information or trade secrets of any former or current employer of Consultant's personnel or other person or entity with which Consultant has an obligation to keep in confidence. Consultant also agrees that Consultant will not bring onto the Institute's premises or transfer onto the Institute's technology systems any document, proprietary information, or trade secret belonging to any third party unless disclosure to, and use by, the Institute has been consented to in writing by such third party.

3. **Ownership**

A. ***Assignment of Inventions.*** Consultant agrees that all right, title, and interest in and to any material (whether or not copyrightable), notes, records, drawings, designs, inventions, improvements, developments, discoveries, ideas and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by Consultant, solely or in collaboration with others, under this Agreement and arising out of, or in connection with, performing the Services under this Agreement, and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights (including all rights of action and claims for damages and benefits arising due to past and present infringement of said rights) relating to the foregoing (collectively, "***Inventions***"), shall be the sole property of the Institute. Consultant hereby irrevocably delivers and assigns fully to the Institute all right, title and interest in and to the Inventions. Consultant agrees to make full written disclosure to the Institute of any Inventions promptly and to comply with periodic reporting requirements as requested by the Institute.

B. ***Pre-Existing Materials.*** Subject to Section 3.A, Consultant will provide the Institute with prior written notice if, in the course of performing the Services, Consultant incorporates into any Invention or utilizes in the performance of the Services any invention, discovery, idea, original works of authorship, development, improvements, trade secret, concept, or other proprietary information or intellectual property right owned by Consultant or in which Consultant has an interest, prior to, or separate from, performing the Services under this Agreement ("***Prior Inventions***"), and the Institute is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, transferable, worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Prior Inventions, without restriction, including, without limitation, as part of or in connection with such Invention, and to practice any method related thereto. Consultant will not incorporate any invention, discovery, idea, original works of authorship, development, improvements, trade secret, concept, or other proprietary information or intellectual property right, including without limitation any free software or open source software, owned by any third party into any Invention without the Institute's prior written permission.

C. ***Moral Rights.*** The foregoing assignment to the Institute of Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights

throughout the world that may be known as or referred to as “moral rights,” “artist’s rights,” “droit moral,” or the like (collectively, “*Moral Rights*”). To the extent that Moral Rights cannot be assigned under applicable law, Consultant hereby waives and agrees not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.

D. ***Third Party Content.*** Consultant shall not incorporate third-party text, information, data, images, software or other content (“*Third Party Content*”) into any Invention without first advising the Institute and providing appropriate attribution. To the extent such use or incorporation requires a license, approval or permission, upon consultation with the Institute, if requested by the Institute, Consultant will obtain the same so as to enable the Institute to use, in accordance with this Agreement.

E. ***Further Assurances.*** Consultant agrees to assist the Institute, or its designee, at the Institute’s expense, in every proper way to secure the Institute’s rights in Inventions in any and all countries, including the disclosure to the Institute of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments that the Institute may deem necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights, and in order to deliver, assign and convey to the Institute, its successors, assigns and nominees the sole and exclusive right, title, and interest in and to all Inventions and testifying in a suit or other proceeding relating to such Inventions. Consultant further agrees that Consultant’s obligations under this Section 3.E shall continue after the termination of this Agreement.

F. ***Attorney-in-Fact.*** Consultant agrees that, if the Institute is unable because of Consultant’s unavailability, dissolution, or for any other reason, to secure Consultant’s signature with respect to any Inventions, including, without limitation, for the purpose of applying for or pursuing any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to the Institute in Section 3.A, then Consultant hereby irrevocably designates and appoints the Institute and its duly authorized officers and agents as Consultant’s agent and attorney-in-fact, to act for and on Consultant’s behalf to execute and file any papers and oaths and to do all other lawfully permitted acts with respect to such Inventions to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by Consultant. This power of attorney shall be deemed coupled with an interest, and shall be irrevocable.

4. **Conflicting Obligations.** Consultant represents and warrants that Consultant has no agreements, relationships, or commitments to any other person or entity that conflict with the provisions of this Agreement, Consultant’s obligations to the Institute under this Agreement, and/or Consultant’s ability to perform the Services. Consultant will not enter into any such conflicting agreement during the term of this Agreement. By entering into this Agreement and performing the Services, Consultant represents and warrants that Consultant has not and will not violate any consulting, employment, non-competition, proprietary information, confidentiality, or other agreement, or restriction with a present or former employer, principal, client, or other entity.

5. Maintenance of Records and Reports

A. ***Records.*** Consultant will keep complete, true, and accurate books of accounts and records obtained or generated in the course of providing the Services. Consultant agrees to maintain its books and records relating to the Services provided hereunder for a period of five (5) years from the date such work was completed, unless a longer period is requested by the Institute or is required by applicable law. The Institute may, upon its request, review, verify, and assess Consultant’s compliance with this Agreement and audit Consultant’s records relating to the Services.

B. **Reports.** Consultant agrees that Consultant will keep the Institute advised as to Consultant's progress in performing the Services under this Agreement. Consultant further agrees that Consultant will, as requested by the Institute, prepare written reports with respect to such progress. The Institute and Consultant agree that the reasonable time expended in preparing such written reports will be considered time devoted to the performance of the Services.

6. **Return of Institute Materials and Inventions**

Consultant shall be responsible for the proper custody and care of any Institute property furnished to Consultant for use in connection with this Agreement or purchased for this Agreement, and will reimburse the Institute for loss or damage of such property. Upon the termination of this Agreement, or upon the Institute's earlier request, Consultant will immediately deliver to the Institute, and will not keep in Consultant's possession, recreate, or deliver to anyone else, any and all Institute property, including, but not limited to, Confidential Information, other tangible embodiments of the Inventions, all devices and equipment belonging to the Institute, all electronically-stored information and passwords to access such property, and any reproductions of any of the foregoing items that Consultant may have in Consultant's possession or control.

7. **Term and Termination**

A. **Term.** The term of this Agreement will begin on the Effective Date and will continue until the Services are completed, unless terminated earlier as provided in Section 7.B, or unless mutually extended by the Parties. Consultant agrees to use Consultant's best efforts to provide for a proper transition and wind-down of Consultant's activities hereunder in connection with any termination of this Agreement for any reason.

B. **Termination.** The Institute or Consultant may terminate this Agreement, at any time and for any reason, upon giving the other Party thirty (30) days 'prior written notice of such termination pursuant to Section 10.G of this Agreement. The Institute may also terminate this Agreement immediately and without prior notice (i) if Consultant refuses to or is unable to perform the Services, or (ii) if Consultant is in breach of any material provision of this Agreement.

8. **Independent Contractor; Benefits**

A. **Independent Contractor.** It is the express intention of the Institute and Consultant that Consultant perform the Services as an independent contractor to the Institute, and all of the terms and conditions of this Agreement shall be interpreted in light of that relationship. Nothing in this Agreement shall in any way be construed to constitute Consultant or any personnel of Consultant as an agent, employee, partner, joint venturer or representative of the Institute. Subject to compliance with this Agreement and Exhibit A, Consultant shall have sole and exclusive control over the manner and means of performing the Services and shall complete the Services in accordance with Consultant's own means and methods of work. Without limiting the generality of the foregoing, Consultant is not authorized to bind the Institute to any liability or obligation or to represent that Consultant has any such authority. Except where expressly agreed to by the Institute, Consultant agrees to furnish (or reimburse the Institute for) all tools, materials, and facilities necessary to accomplish this Agreement and shall incur all expenses associated with performance.

B. **Benefits.** The Institute and Consultant agree that personnel of Consultant will be ineligible to participate in, and will receive no, Institute-sponsored benefits from the Institute including but not limited to vacation, sick leave, medical insurance, or pension or retirement savings. The Consultant will be solely responsible for obtaining the Consultant's own benefit plan coverage and insurance. Without

limiting the foregoing, Consultant is not entitled to any compensation or benefits from the Institute other than what is expressly set forth in this Agreement.

C. **Taxes.** Consultant will be solely responsible for and pay all taxes under any applicable law in connection with the Institute's payments to Consultant. Consultant hereby accepts exclusive liability for the payment of all taxes or contributions for employment/unemployment insurance, pensions, annuities or other payments which are measured by payments to Consultant for the performance of the Services. Consultant agrees to comply with all applicable law respecting the assumption of liability for such taxes and contributions. Consultant agrees fully to defend, indemnify and hold harmless the Institute from the payment of taxes, interest, penalties or contributions which are required of the Institute by any government agency at any time as the result of payment of the amounts set forth in this Agreement or which the Institute may otherwise be compelled to pay.

9. **Rights Not Subject to Limitation**

Notwithstanding anything in this Agreement, Consultant may disclose, without violating the terms of this Agreement, Confidential Information that Consultant is specifically required by court order, subpoena or law to disclose, but agrees to immediately inform the Institute upon having a duty to disclose, to cooperate with the Institute in obtaining a protective order or other confidentiality protection, and to disclose only that portion of Confidential Information that is legally required to be disclosed. Consultant further understands and acknowledges that nothing in this Agreement or any other agreement or policy prohibits Consultant from reporting possible violations of law to any governmental agency or entity or self-regulatory organization, cooperating with any such governmental agency or entity or self-regulatory organization in connection with any such possible violation, or making other disclosures or taking other actions that are protected under law.

10. **Miscellaneous**

A. **Governing Law; Consent to Personal Jurisdiction.** This Agreement shall be governed by the laws of the District of Columbia, without regard to the conflicts of law provisions of any jurisdiction. To the extent that a claim arising under or relating to this Agreement is made, Consultant hereby consents to the exclusive jurisdiction and venue of the state and federal courts with jurisdiction over the District of Columbia.

B. **Assignability.** This Agreement will be binding upon Consultant's successors and assigns, and will be for the benefit of the Institute, its successors, and its assigns. There are no intended third-party beneficiaries to this Agreement, except as expressly stated. Except as may otherwise be provided in this Agreement, Consultant may not assign, delegate, or transfer any rights or obligations under this Agreement, and any such attempted assignment, delegation or transfer shall be null and void. Notwithstanding anything to the contrary herein, Institute may assign this Agreement and its rights and obligations under this Agreement to an affiliate of the Institute or any successor to all or substantially all of the Institute's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, change of control or otherwise. Consultant may not subcontract any obligation to be performed or owed under this Agreement without the prior written consent of the Institute. Consent by the Institute to any subcontract will not be deemed to create a contractual relationship between the Institute and the subcontracting party or assignee, and Consultant remains responsible for performance of the Services required by this Agreement.

C. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between the Parties. Consultant represents and warrants that

Consultant is not relying on any statement or representation not contained in this Agreement. To the extent any terms set forth in any exhibit or schedule conflict with the terms set forth in this Agreement, the terms of this Agreement shall control unless otherwise expressly agreed by the Parties in such exhibit or schedule.

D. **Headings.** Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

E. **Severability and Reformation.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad, it shall be construed by limiting and reducing it to be enforceable to the maximum extent compatible with applicable law. In case any one or more of the provisions, subsections, or sentences contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

F. **Modification, Waiver.** No modification of or amendment to this Agreement, including Exhibit A hereto, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the Parties. Waiver by the Institute of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

G. **Notices.** Any notice or other communication required or permitted by this Agreement to be given to a Party shall be in writing and shall be deemed given (i) if delivered personally or by commercial messenger or courier service, (ii) when sent by email, or (iii) if mailed by U.S. registered or certified mail (return receipt requested), to the Party at the Party's address written below or at such other address as the Party may have previously specified by like notice. If by mail, delivery shall be deemed effective three business days after mailing in accordance with this Section 10.G.

(1) If to the Institute, to:

Address
Attn: Name

Or,

Email: xxx

(2) If to Consultant, to the address for notice on the signature page to this Agreement or, if no such address is provided, to the last address of Consultant provided by Consultant to the Institute.

Notice of change of address shall be effective only when done in writing and sent in accordance with the provisions of this Section.

H. **Signatures.** This Agreement may be signed in two counterparts, each of which shall be deemed an original, with the same force and effectiveness as though executed in a single document.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Consulting Agreement as of the date first written above.

VISION FOR EQUITY L.L.C.

**INSTITUTE FOR CONTEMPORARY
PSYCHOTHERAPY AND
PSYCHOANALYSIS**

By: _____

By: _____

Name: Jessica Isom, M.D., M.P.H.

Name: _____

Title: ___Lead Consultant_____

Title: _____

Consultant Address for Notice:

___10 Jasper Lane_____

___Randolph MA 02368_____

Email: __vision4equity@gmail.com_____

EXHIBIT A

SERVICES

1. **Services.** The Consultant will provide the following services:

The proposal steps are projected to occur over a period of six months (August 2022-January 2023). The consultation team will work with the organization to identify a point of contact that will be charged with carrying out organizational tasks in support of the consultation phases (for example, organizing and submitting requested documents or encouraging participation throughout).

Review of Initial Consultation and Member Engagement:

Consultants will review and compile a summary of year one consultative work to present to membership and staff. The consultants will also support communication efforts within the organization to increase awareness and engagement.

Organization-wide Assessment:

Membership and staff will complete an assessment to gauge their common understandings and unique perspectives on common and previously identified organizational and individual antiracism challenges. The assessment will focus on the gaining a clear understanding of ICP+P's progress in the following areas: racial literacy, self-introspection, organizational introspection, antiracist visioning and antiracist action planning.

Antiracism Assessment Analysis and Report:

Consultants will review the assessment results and generate a status on antiracism report that will include recommendations for the organization, members and staff.

Strategic Planning:

Priority Setting

Using a priority matrix approach, membership and staff will be guided through identifying initial and later steps in support of antiracist organizational transformation. These will ultimately inform the strategic plan.

Planning

Consultants will work with the board and program directors to develop a strategic plan for antiracism that includes clearly identified goals, strategies, objectives and tactics.

2. **Compensation.** The Consultant shall be compensated as follows:

A. Below is a Budget Outline, which is a guide as to how Consultant time will be spent and the projected fees to be paid to Consultant for the project. If the course of the audit dictates unanticipated work or meetings that will affect the budget numbers below, Dr. Isom will notify Institute via **xxx**, as soon as possible so that Institute can either agree to the

Item	Details	Budget
Phase 1 Oct 2022	<ul style="list-style-type: none"> ● Review of ICP+P materials and provision of consultation communication materials ● Organization-wide presentation on Year 2021-22 consultation 	\$3,025
Phase 2 November 2022	<ul style="list-style-type: none"> ● Antiracism organizational assessment and analysis 	\$5,000
Phase 3 November-December 2022	<ul style="list-style-type: none"> ● Report presentation & discussion (1.5 hours) ● Priority setting survey 	\$1,575
Phase 4 December 2022	<ul style="list-style-type: none"> ● Strategic planning retreat (4 hours) 	\$4,400
Phase 5 Oct 22-Feb 23	<ul style="list-style-type: none"> ● Implementation support (14 hours of coaching; four 4 hour trainings) 	\$11,000
Total	-	\$25,000

budget change or negotiate a change in the work product

B. In the course of the work of Consultant, Consultant will submit an invoice at the completion of each stage to be paid via check or direct deposit using provided banking information.