

Dr Katz

AGREEMENT

Draft 11/24/49

On 1949 this agreement is made by (names), being all of the active or full members of Philadelphia Psychoanalytic Society, a Pennsylvania corporation, referred to in this agreement as the Society.

Preamble

The Society conducts the Philadelphia Psychoanalytic Institute (referred to in this agreement as the old Institute) for the training and education of psychoanalysts. Certain of the members of the Society differ from the majority as to conducting the old Institute and therefore wish to form a new organization (referred to in this agreement as the new organization) for the study and advancement of psychoanalysis and to conduct for the training and education of psychoanalysts an Institute which will be referred to in this agreement as the new Institute. The purpose of this agreement is to provide for the temporary status of the new organization as an autonomous part of the Society, for the orderly withdrawal from the Society of those who form the new organization, for the relations of the Society and the new organization to each other and for a just division of the Society's assets between the Society and the new organization.

The parties therefore agree as follows:

1. Forming New Organization

The following members of the Society will as soon as possible form a new organization for the purposes stated in the Preamble: (Names). Each of these will remain a member of the Society until his resignation which will occur as soon as the new organization procures for the new Institute recognition by the agencies and associations which now recognize the old Institute. Until the new organization procures recognition as above provided, it will be an autonomous part of the Society and the new Institute will be an autonomous part of the old Institute.

2. Training Analysts

Each of those forming the new organization who is a training analyst for the old Institute will continue in that position until his resignation which will occur as soon as the new organization procures for the new Institute the recognition and the grant described above. Any person so designing shall carry with him to the new Institute the analysands whom he has been training in the old Institute.

3. Instructors.

When the new organization has procured for the new Institute the recognition described above, each of those forming the new organization will resign any position which he then holds as instructor for the old Institute, but until that time he may continue so much of his lecturing for the old Institute as he wishes.

Note: The above 2 and 3 make it unnecessary to refer to curriculum as in 3 A and B.

4. Students

The courses of the new Institute will be arranged for and announced as soon as possible. Anyone who applies to either Institute to be enrolled as a student will be given a written statement about the other Institute which the other Institute will prepare and will be encouraged to make a free choice between the two Institutes. Each Institute will receive applications for courses from any student enrolled in the other and will not charge tuition to such a student for any course for which he is accepted. In the course on the Psychoanalysis of Children and Adolescents where the lecturer is paid, fees will be collected from students of either Institute. Until the new organization has procured for its Institute the recognition described above, every student enrolled as a student of the new Institute will be deemed enrolled as a student of the old Institute but in a new curriculum, and the old Institute will act in regard to him only as the new organization shall direct. When the new organization has procured for the new Institute the recognition described above, any student of the old Institute will on his or her request be officially transferred to the new Institute. Until a student is so transferred

he or she will be considered as a student of the old Institute studying under a new curriculum.

Note: compare 3, 4 and 6.

5. Assets

The Society and the new organization will equally divide the net assets as of September 1, 1949. The monies collected from the students of the New Institute and from the extension courses given by the students who elect the new Institute since that time will become the property of the New Institute and this will continue until the date on which the new organization shall procure for the new Institute the recognition described above. Or

The Society and the new organization will equally divide the net assets as of the date on which the new organization shall procure for the new Institute the recognition described above. Each authorizes its then president to agree on the method and time of this division. If the two presidents can not agree, they will choose an arbitrator whose decision shall be final and whose compensation, if any, shall be equally shared.

Note: If there is a reasonable chance of a deadlock it will be better to agree in advance who shall be the arbitrator. It might be someone named by the then President of the American Psychoanalytic Association, or by the then President of Girard Trust Company where the Society now has its account.

To be signed by all the active
or full members of the Society.