

# **TERMS AND AGREEMENTS**

# FOR COOPERATION

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## I INTRODUCTION

The mission of ICDP is to work for the benefit of children, youth and families worldwide, towards a more peaceful and violence free society. We aim to implement recent knowledge from scientific research in child development for the benefit of children in general and vulnerable and neglected children specifically. The ethos of ICDP is to provide for human care by activating empathy and by building caregivers' competence.

Our general strategy is to convey competence and expertise to individuals, organizations, universities, educational institutions and networks of care, so that the impact of our training can be spread wider, reaching more disadvantaged children and families, and can be sustained longer, than individual or institutionally oriented interventions towards a limited number of disadvantaged caregivers and children. For this purpose ICDP has developed a flexible, culturally adaptable programme that is easy to implement in practice. ICDP is both the name of the foundation and its programme.

Our work is based on the principles that are in line with the UN Convention on the Rights of the Child. ICDP may participate directly or indirectly in activities run by other humanitarian organizations having corresponding objectives.

The main task of ICDP, through the work of its International trainers, is to form a local team of ICDP Facilitators and ICDP Trainers who can use the ICDP programme and maintain developments in a new country – for training programme, including costs see document "Basic Training Procedures".

The purpose of an agreement is to maintain, monitor and support the philosophy and quality of ICDP work and its positive impact for the development of caregivers and children and to ensure qualified use of the ICDP methodology and intellectual property protection of concept, materials and adaptations.

ICDP is a non-profit organization. Thus, for its organizational income ICDP distinguishes between well established, industrialized countries (OECD –membership) and Developing countries (UN: LDC – Less Developed Countries). ICDP asks for training fees when that is realistic and provides training for free when that is required. Only partner organizations from industrialized countries are asked for royalties and payments. When working with partners in poorer regions of the world, ICDP relinquishes any royalties for sold materials or other generated ICDP income and funds of that organization. Independently from this ethical approach to financial matters we regard our program as a "treasure". We expect any new partner to handle this treasure carefully and with professionalism, to respect its intellectual authorship and to use it in the prescribed methodological way!

ICDP has developed different agreements in relation to individuals, as well as organizations, which are discussed with each partner and when necessary further adapted. ICDP is particularly sensitive to the needs of weaker partners and has provided seed capital to help start up developments in some countries.

This document provides explanations about agreements between ICDP and:

- 1. A partner organization:
  - a) Standard agreement with a well established partner organization or a national ICDP organization (mostly in developed countries)
  - b) Special adapted agreements are signed with:
    - ✓ a partner organization with a difficult financial situation (mostly in poor countries)
    - ✓ government networks
    - ✓ partner organizations involved in large scale projects
- 2. An ICDP trainer operating freelance (self-employed). A free lance trainer is a trainer who is not part of an organization that has signed an agreement with ICDP.
- 3. An ICDP facilitator operating freelance (self-employed). A free lance facilitator is a facilitator who is not part of an organization that has signed an agreement with ICDP.

Contributions to ICDP are used by ICDP to help developments in poor communities around the world; to foster communication by informing others about the work of the partners through the ICDP webpage, newsletter and annual report; to provide monitoring and evaluation tools and expertise; to keep the partners regularly informed of ICDP developments and contacts worldwide, in order to encourage communication and exchanges on national, regional and international levels.

## II ICDP STANDARD AGREEMENT WITH ORGANIZATIONS

Agreement for co-operation with an organization using ICDP methodology between

#### International Child Development Programme (ICDP)

And

Partner Organization (PO) - the public organization "Association of child and family psychologists of Ukraine

#### I SCOPE OF AGREEMENT

- 1. The PO agrees to work towards the mission objectives of ICDP using ICDP methodology and materials and to implement ICDP only in Ukraine
- 2. Nothing in this agreement shall prevent any use by ICDP of the ICDP programme in the international arena. This is in order to avoid possible competition or overlapping of interventions between ICDP and PO. No exclusive rights are given the PO by this Agreement.
- 3. PO will inform ICDP of any possible work it wishes to undertake outside PO's territory as defined by the MoU using the ICDP materials and may proceed with that only with the written consent of ICDP.

#### II METHODOLOGY AND RESOURCES

- 4. The PO will allocate sufficient staff, time and space for the training process to take place in accordance with ICDP methodology as defined by ICDP basic training procedures.
- 5. The ICDP programme will be implemented by qualified ICDP trainers/facilitators inside the PO.
- 6. Participants must attend all required sessions of the training as described in the ICDP training procedures in order to be considered as candidates for certification. New models of implementation require to be piloted and evaluated, to be approved by ICDP.

#### III INTELLECTUAL PROPERTY RIGHTS, ORIGINALS AND ADAPTATIONS

7. ICDP has ownership of all intellectual property rights on ICDP methodology and ICDP materials and audio-visuals and any adapted versions, including adaptations/ translations done by PO, approved by ICDP. The PO should not modify the ICDP material or programme without prior written approval by ICDP.

- The PO will respect the ICDP name, logo, ICDP's intellectual rights to materials and methodology, and use the ICDP logo according to instructions provided for its use.
- 9. When material to be used is based on local adaptations and translations approved by ICDP, the PO will unprompted provide ICDP with a complete set of originals prior to printing or publication. ICDP shall own intellectual property rights in such local adaptations and translations and PO shall enter into any agreements necessary to assign such rights to ICDP.

The ICDP material when adapted should include the following statement placed either on the cover or on the inside of the first page:

| The original ICDP materials created by K | arsten Hundeide and Nicoletta Armstrong were adapted |
|--|--|
| by (name of person                       | ) from (name of                                      |
| organization                             | ) in the context of the ICDP training provided by    |
|  | ) for the (name of project).                         |

#### IV REPORTING

- The PO will send to ICDP yearly reports about ICDP activities by 1<sup>st</sup> of February, (including numbers and gender of trained caregivers/parents and facilitators).
- 11. PO will submit information to ICDP for the Newsletter by 31<sup>st</sup> October every year
- 12. PO will keep a record of trained persons and these will be made available to ICDP. It shall ensure it has obtained permission from such persons and all trainers to pass their personal data to ICDP under all relevant data protection laws.
- 13. The PO shall tell ICDP about all new initiatives/projects, intended to be carried out, using the ICDP name and its programme in advance and ICDP shall have the right to require changes to these or prohibit them if not commensurate with the aims and the quality of ICDP. The planned activities must be consistent with the general developmental plan and strategy of ICDP.

#### V RENEWAL AND TERMINATION

- 14: Cooperation may be terminated if a party is found to act in breach of this contract. In the event of any breach of contract not corrected within the 7 days, the other party may terminate this Agreement immediately by written notice. Notice of termination must be given in writing without delay and stipulate the date of termination. ICDP shall inform all interested parties of this. PO
- will immediately cease to use ICDP methodology and material and no longer claim to be part of the ICDP organization.

СОЦІАЦІЯ ДИТЯЧИХ СІМЕЙНИХ СИХОЛОГІВ

Name: Name: Sergii Krasin Signed: Signed Date: 6.10 Date Place: Plac

### Memorandum of Understanding between ICDP and

# Partner Organization (PO) - the public organization "Association of child and family psychologists of Ukraine

#### I Purpose

The purpose of this Memorandum of Understanding ("MOU") between PO and the International Child Development Programme (ICDP) is to provide a framework for developing collaboration. ICDP has conditions for cooperation as outlined in "The ICDP Agreement with Organizations" of which this MOU forms part. If there are conflicts between this MOU and the Agreement, the Agreement will prevail.

#### II Background

Each party to this MOU is a separate and independent organization. Each party retains its own identity in providing services and each party is responsible for establishing its own policies and financing its own activities, except for those stated in this document and its attachments.

#### III Mission of Each Organization

**ICDP Mission:** The mission of the ICDP is to work for the benefit of children, youth and families worldwide, towards a more peaceful and violence free society. We aim to implement recent knowledge from scientific research in child development for the benefit of children in general and vulnerable and neglected children specifically. The ethos of ICDP is to provide for human care by activating empathy and by building caregivers' competence. ICDP works to restore and/or build up psychosocial caring competence in caregivers and networks of care, enhancing child protection. ICDP is an implementing agency in the field of psychosocial competence-building through its ICDP Programme which is at the core of this work. Our work is based on the principles that are laid down in the UN Convention on the Rights of the Child. ICDP may participate directly or indirectly in activities run by other humanitarian organizations having corresponding objectives.

"ICDP is based on the idea that human beings are by nature social, and that also means that we, as human beings, are particularly vulnerable in our social relationships because that is the domain of our suffering and our happiness. So when we are deprived of normal human contact, there is suffering and loss, as we can see in institutionalized children. This is where ICDP comes in to restore and revive normal human caring interaction. And this does not only apply to care for babies and young children, it applies at all levels of life from babies to youth, adults and elderly - we are all living in relationships with each other, and the quality of these relationships decides how we feel, cope and develop. Therefore ICDP is in principle applicable at all these levels..." – Professor Karsten Hundeide, founder and former chairman of ICDP

#### ICDP GOALS:

- 1. To implement a sensitization programme (the ICDP Programme) that focuses on building up relevant caring competence and confidence in caregivers and networks of care that serve target groups of children, especially vulnerable children and their families from different cultural background.(See www.icdp.info)
- 2. To apply a community based strategy using local resource-persons who are trained to transfer this competence to caregivers and networks of care.
- 3. To try to ensure sustainability and long term implementation of the ICDP programme after the initial training is accomplished.

#### **Mission of Partner Organization:**

#### IV Principal Areas of Cooperation

Through this MOU the partners agree to participate in the collaborative development in Ukraine. Public organization "Association of child and family psychologists of Ukraine" is an official representative International Child Development Programme in Ukraine.

Public organization "Association of child and family psychologists of Ukraine"

39643681

Legal address: Ukraine, 61174, Kharkov, Victory Avenue, 59-181

Telephone: +38-066-555-6-777 e-mail: skrmail@mail.ru Chairman: Sergii Krasin

The public organization "Association of child and family psychologists of Ukraine" is entitled:

- to conduct training activities by training new teams of ICDP facilitators;

- to organize and coordinate the activities of ICDP facilitators;

- to organize and coordinate the activities of trainers ICDP;

- to organize and conduct seminars, conferences, training, educational programs, activities and events using the International Child Development Programme;

- to conclude agreements with state and non-state organizations;

- to implement other activities that promote the spread of International Child Development Programme in Ukraine.

#### **Periodic Review**

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Representatives of each of the two signing organizations will evaluate progress in the implementation of the MOU and may decide to revise and develop new plans as appropriate.

Conflicts and termination

Should there be disagreement concerning this agreement or the performance of any of the parties, this should be informed to the other parties as early as possible.

A termination by any party must be done in writing, and with a notification period of 3 months.

In witness whereof, the parties here agree to execute this Memorandum of Understanding

Name and Surname: Nicoletta Agnstrong

Signature:

Date 6. Ochen 2015.

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On behalf of International Child Development Programme (ICDP)

| Name and Surname: Sergii Krasii | n                         |                   | ( 10 10  |
|---------------------------------|---------------------------|-------------------|----------|
| Signature:                      | fler man                  | Date Date         | 6.10.15. |
| On behalf of (PO) Association   | of child an granuly psych | hologists of Ukra | uine"    |
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